COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF GREENWICH

AND

LOCAL #456 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2019 - June 30, 2023
<table>
<thead>
<tr>
<th>Article</th>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE I</td>
<td>RECIPROCAL RIGHTS</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE II</td>
<td>WORK DAY AND WORK WEEK</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE III</td>
<td>WAGES AND PREMIUM PAY</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE IV</td>
<td>HOLIDAYS</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE V</td>
<td>VACATIONS</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE VI</td>
<td>SICK LEAVE</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE VII</td>
<td>INJURY LEAVE</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE VIII</td>
<td>BEREAVEMENT LEAVE</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE IX</td>
<td>PERSONAL LEAVE</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE X</td>
<td>HEALTH CARE APPOINTMENTS</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE XI</td>
<td>INSURANCE</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE XII</td>
<td>RETIREMENT</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE XIII</td>
<td>DAMAGED EYEGlasses</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE XIV</td>
<td>SAFE WORKING CONDITIONS</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE XV</td>
<td>UNIFORMS AND TOOLS</td>
<td>27</td>
</tr>
<tr>
<td>ARTICLE XVI</td>
<td>SENIORITY</td>
<td>28</td>
</tr>
<tr>
<td>ARTICLE XVII</td>
<td>APPOINTMENTS</td>
<td>29</td>
</tr>
<tr>
<td>ARTICLE XVIII</td>
<td>GRIEVANCE PROCEDURE</td>
<td>33</td>
</tr>
<tr>
<td>ARTICLE XIX</td>
<td>MISCELLANEOUS EMPLOYEE NOTICES</td>
<td>35</td>
</tr>
<tr>
<td>ARTICLE XX</td>
<td>CATEGORIES OF EMPLOYEES</td>
<td>36</td>
</tr>
<tr>
<td>ARTICLE XXI</td>
<td>EMPLOYEE DISCIPLINE</td>
<td>37</td>
</tr>
<tr>
<td>ARTICLE XXII</td>
<td>LENGTH OF CONTRACT</td>
<td>38</td>
</tr>
</tbody>
</table>

**APPENDIX**

| APPENDIX I  | BASE WAGE SCHEDULE                          | 39   |
| APPENDIX II | BASE WAGE SCHEDULE                          | 40   |
| APPENDIX III| NATHANIEL WITHERELL BASE WAGE SCHEDULE      | 44   |
| APPENDIX IV | NATHANIEL WITHERELL BASE WAGE SCHEDULE ..........45 |
| APPENDIX V  | CLOTHING ................................................................46 |
| APPENDIX VI | ALLOCATION OF POSITIONS TO SALARY GRADES ........47 |
| APPENDIX VII| CUSTODIAN II TRANSFER PROCEDURE ..................48 |
| APPENDIX VIII| SUBCONTRACTING PROCEDURES .......................50 |
| APPENDIX IX | DENTAL BENEFITS .................................................53 |
| APPENDIX X  | DEPARTMENT OF PUBLIC WORKS, SEWER DIVISION EMERGENCY STANDBY COVERAGE AGREEMENT ..............................................54 |
| APPENDIX XI | ISLAND CARETAKER TERMS AND CONDITIONS OF EMPLOYMENT .................................................................56 |
| APPENDIX XII| EMPLOYEE USE OF TOWN OWNED VEHICLES ..............58 |
| APPENDIX XIII| SCHOOL HEAT ALARM RESPONSE OPERATING PROCEDURE ..59 |
| APPENDIX XIV| NATHANIEL WITHERELL LOCAL 456 INTERNAL TRANSFER AND HIRING PROCEDURE FOR FULL-TIME CERTIFIED NURSING ASSISTANT AND LICENSED PRACTICAL NURSE POSITIONS ..............................................61 |
| APPENDIX XV | EQUALIZATION OF OVERTIME DEPARTMENTAL GUIDELINES 63 |
COLLECTIVE BARGAINING
AGREEMENT BETWEEN
TOWN OF GREENWICH
AND
LOCAL 456 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

The TOWN OF GREENWICH ("Town") and LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("Union") agree as follows:

ARTICLE I RECIPROCAL RIGHTS

1. In accordance with Sections 7-465 to 7-477 of the Connecticut General Statutes, as amended, and subject to Article XX of this Agreement, the Town recognizes the Union as the exclusive bargaining representative for the employees in the classifications set forth in Appendices I and II annexed to this Agreement.

2. (A) The Union recognizes the right of the Town and the Town retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement. The Union recognizes that the Town subcontracts and/or transfers bargaining unit work in order to fulfill its mission. It is recognized that under certain conditions the subcontracting/transfer of bargaining unit work is a mandatory subject for negotiations. The parties have agreed to a procedure annexed hereto as Appendix VI for subcontracting/transfer non-emergency bargaining unit work. The existing subcontracting practices at Nathaniel Witherell regarding landscaping and snow/ice removal shall continue.

(B) The Town, without further negotiations with the Union, may subcontract the work of the equivalent of one tree crew (four employees). The tree work to be subcontracted pursuant to this paragraph is in addition to the tree work that the Town has subcontracted pursuant to past practice. The subcontractor shall be responsible for finishing all work assigned to them from start to finish including stump and root removal in accordance with the Town of Greenwich Tree Policy and clean up and hauling any debris. If required by the Tree Warden or Deputy Warden to have a bargaining unit employee supervise or inspect the work of the subcontractor, such supervision or inspection shall be assigned to a Tree Foreman. The subcontractor shall work Monday through Friday. In the event no Town employee or insufficient Town employees are available to work weekend overtime the Town may employ the subcontractor on weekends. In such event the Town shall notify the Chief Shop Steward that the subcontractor will be working the weekend. Upon request of
the Union, the Department shall supply to the Chief Shop Steward with documentation indicating that the weekend overtime was first offered to bargaining unit employees.

(C) The Town, without further negotiations with the Union, may subcontract the Organic Turf Management Program consisting of: application of liquid corn gluten or similar product, fertilization, lime application, overseeing, core aeration, top dress and composting, compost tea application and to subcontract field maintenance improvements and reconstruction including but not limited to sodding, irrigation, grading, infield reconstruction, drainage and clay replenishment. Notwithstanding the above, management may in its discretion, assign portions of this work to bargaining unit members. The agreement to subcontract as set forth in this paragraph does not include routine maintenance of playing fields, pre-game preparation including grooming and lining of fields, mowing and re-sodding of fields when the area to be resodded is less than 1,000 square feet.

3. The Town recognizes its responsibility to direct the employee so that the dignity of labor and of the individual should be protected. The Town shall so administer its responsibility as to be impartial and fair to all employees and shall not discriminate by reason of nationality, creed, race, sex and age.

4. The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Town, subject to the approval of the contents by the Town.

5. The officers and agents of the Union shall have the right of visitation of the Town’s facilities for the purpose of adjusting grievances and administering the terms of this agreement as long as the visitation does not unreasonably interfere with Town business.

6. (A) The Union Chief Steward and the Assistant Stewards, shall, with prior notice, be permitted time from work in reasonable amounts, without loss of pay, for the purpose of adjusting grievances and for the administration of this agreement, as long as the time off does not unreasonably interfere with Town business.

(B) The Chief Shop Steward, with notice to his or her supervisor, shall be permitted release time from work from his shift without loss of pay and/or benefits, for the purpose of investigating and adjusting grievances, for the administration of this agreement and for negotiations of successor agreements between the Union and the Town. It is understood that generally this requires a half-day of release time each workday in addition to time required to attend negotiations and meetings called by Town officials at which his presence is required. At the time a new Chief Shop Steward is elected, the Town shall negotiate with the Union as to reasonable terms to provide departmental coverage during such periods of release time.

7. The Town shall deduct from the wages of the employees and remit to the Union, regular union dues and initiation fees for those employees who sign authorizations permitting such actions.
An employee of the bargaining unit who is a director of the Greenwich Municipal Employee’s Credit Union or Member’s Credit Union shall be granted leave from duty with full pay up to two (2) hours per month, non-cumulative, for all necessary directors’ meetings of the Credit Union, when such meetings take place at a time during which such employee is scheduled to be on duty. The aggregate number of employee directors granted such leave shall not exceed a total of two (2) per month.

8. The Union shall provide the Town with the names of its shop stewards and chief steward within ten (10) days of selection. Unless an employee is listed as a steward on such list, the Town shall have no obligation to recognize the employee as such.

9. (A) The Town shall provide the Union’s Chief Shop Steward with reasonable notice of transfer of bargaining unit employees, employees newly hired into the bargaining unit and notice of the abolishment of bargaining unit positions. The Town shall notify the Chief Shop Steward of the name, position and department of a newly hired employee in a bargaining unit position prior to the effective date of hire.

(B) The Chief Shop Steward or a Shop Steward designated by the Union, shall be permitted reasonable time to meet with a newly hired bargaining unit employee immediately following the employee’s orientation with the Department of Human Resources.

(C) In the event that the Chief Shop Steward or the Shop Steward designated by the Union is unable to meet with the employee following the employee’s orientation session with the Department of Human Resources, the Chief Shop Steward or the Shop Steward designated by the Union may meet with the employee, for a reasonable period of time, at the employee’s work location with advanced approval of the employee’s supervisor.

ARTICLE II WORK DAY AND WORK WEEK

1. The regular workday and workweek shall consist of the follow:

(A) For full-time employees, other than those assigned to Nathaniel Witherell, the workday shall consist of seven (7) hours of work and a thirty (30) minute unpaid meal period and the workweek shall consist of five (5) consecutive days of work, Monday through Friday except as otherwise provided in paragraph 2 of this Article, totaling thirty-five (35) hours of work.

(B) For full-time employees in the classifications of Certified Nursing Assistants and Licensed Practical Nurses the regular workday shall consist of eight (8) consecutive hours that includes a half hour paid meal period and the workweek shall consist of any five days within the calendar week totaling forty (40) hours of work. The Town reserves the right to determine the workday as provided herein, the time during the workday for the employee’s meal period and the days of the week the employee is assigned to work.

(C) For non-nursing employees assigned to Nathaniel Witherell the regular workday shall consist of seven and one-half (7½) hours of work and a thirty (30) minute unpaid meal
period and the workweek shall consist of five (5) consecutive days of work totaling thirty-seven and one-half (37½) hours of work.

(D) The Town reserves the right to determine the workday as provided herein, the time during the workday for the employee’s meal period and the days of the week the employee is assigned to work.

(E) All employees, as a condition of employment, are required to record their work time on a daily basis in a manner as determined by the Town indicating the time of the day that the employee began work, any times during the workday that the employee went on unpaid meal, rest or break periods and the time of the day that the employee ended the workday. An employee found in violation of this requirement is subject to discipline up to and including discharge.

2. Employees assigned to the following seven (7) day operations shall have a workweek consisting of any five (5) consecutive days within the week except as provided in paragraph 3 of this Article: Sewer Division of the Department of Public Works, Nathaniel Witherell, Greenwich Library and within the Department of Parks and Recreation, the Golf Course and the Civic Center. A seven (7) day operation not listed in this paragraph for which a practice has been in place of scheduling an employee(s) for any five (5) consecutive days within the week shall continue.

3. Subject to the applicable terms of paragraphs 1 and 2 of this Article, the workday and/or workweek of an employee may be changed by the Town for operational and/or business reasons. The Town shall provide the employee with written notice of such change within five (5) days of the effective date of the change in workday and ten (10) days of the effective date of the change in the workweek, except in emergencies situations when no notice is required. The Town shall not change the regular shift of any employee in order to cover temporary assignments of less than two months. For purposes of this section, emergencies shall include only those bona-fide local emergencies such as civil disorders, panics, hurricanes, tornadoes; floods, and threat to life and limb of the citizens of the Town, which are declared by the First Selectman of the Town of Greenwich, the Governor of the State, or the President of the United States and which require unusual and immediate services by the employees. Unusual and extreme weather conditions, except as expressly set forth in this section, shall not constitute an emergency.

4. There shall be no split shifts, and all hours of work shall be consecutive except upon mutual agreement between the Town, the employee and the Union subject to the following conditions: the purpose in splitting the shift is not to avoid the payment of overtime or shift differential; and, will not alter the starting or ending time of a shift for another employee.

5. Starting and finishing times for any group of employees shall be determined by the Town and shall be uniform, except that variations in uniform starting and finishing times may be permitted for any employee or employees where reasonably required by needs of the Town, except to avoid overtime.
6. Non-bargaining unit Supervisory personnel shall not perform bargaining unit work, but this shall not prohibit the performance of insubstantial, temporary, or emergency work.

7. Regular full time employees shall be given preference over other employees in determining the duty schedule for the weekend (defined as 7:30 a.m. Saturday to 7:30 a.m. Monday) in seven (7) day operations.

8. All work schedules for employees working a rotational shift schedule (e.g. CNA’s and LPNs) shall be determined and posted at least two (2) weeks in advance of the workday. Such schedules shall also include notice of any holiday to be celebrated on a regular workday in accordance with section 2 of Article IV of this agreement.

9. Board of Education custodial staff may be temporary reassigned during the summer school recess to any school facility subject to the following conditions:

   (i) the employee to be reassigned shall be notified at the end of the school year of the reassignment but in no event shall the employee be given less than two-week advance notice of such reassignment;

   (ii) no more than one employee may be temporarily reassigned from a single school facility at any one time;

   (iii) if there are no volunteers, the least senior employee working shall be the employee to be temporarily reassigned;

   (iv) the employee’s workday during any reassignment shall not commence prior to 7:00 A.M. and shall end at or prior to 5:30 P.M.; and

   (v) the temporary reassignment shall not be made to avoid what otherwise would be an overtime assignment.

Nothing contained in this paragraph 8 shall restrict or otherwise condition the managerial rights of the Town as set forth in Article I (2) (a) of this Agreement.

ARTICLE III WAGES AND PREMIUM PAY

1. (A) The regular wages of employees of the bargaining unit shall be payable at the straight time hourly rate of pay as set forth in Appendix I and Appendix II to this Agreement. Each new hire into the unit shall serve a probationary period of six (6) months during which the straight time hourly rate of pay shall be ninety percent (90%) of the straight time regular rate of pay for the classification. Employees being paid by direct deposit as of April 1, 2012 and employees hired on or after April 1, 2012 shall have their wage payments made through direct deposit. An employee grandfathered from mandatory direct deposit and who thereafter enrolls in direct deposit shall be subject to mandatory direct deposit. All employees with direct deposit shall receive their pay advice electronically and shall be responsible for providing the Town with a valid email address for this purpose.
(B) Upon providing the Union and members with sixty (60) days written notice, the Town employees are to immediately report to the Town any discrepancies in their paychecks or pay deposits.

(i) In the event an employee’s paycheck does not include the full earned base wage and overtime payment scheduled to be paid for that bi-weekly payroll period, the Town will issue the employee a supplemental paycheck for discrepancies exceeding one hundred ($100) dollars within two (2) business days from the date the Town is notified except during a payroll processing week when the discrepancy will be added to the payroll being processed. Base wage and overtime payment discrepancies under one hundred ($100) dollars will be paid in the following bi-weekly payroll.

(ii) In the event an employee’s paycheck(s) include amounts for which the employee is not entitled to be paid (i.e. overpaid) the Town shall notify the employee of the overpayment. Following such notification, the employee shall return the net amount of the overpayment to the Town by the next payroll period unless this poses a hardship on the employee in which case the Town, the employee and the Union, shall agree on a repayment schedule with amounts deducted from the employee’s subsequent paycheck(s) until the full amount for which the employee was not entitled to be paid are recovered by the Town. In the event the Town, the employee and the Union fail to reach agreement on a repayment schedule following reasonable discussions, the Town shall proceed to make deductions from the employee’s subsequent paychecks in amounts not to exceed one-day’s base pay per bi-weekly payroll period, except as further provided below, until the full amount for which the employee was not entitled to be paid are recovered by the Town. Repayment agreements or the Town’s proceeding with recovery deductions shall be completed within the current calendar year, or if necessary, within a twelve (12) consecutive month period and deductions may exceed the one-day base pay limit set forth above to meet this requirement.

2. (A) For second and third shifts worked Monday through Friday, employees, other than those assigned to Nathaniel Witherell, shall be paid a shift differential of ninety-five cents ($0.95) per hour for all hours worked on the second shift starting at or after 12:00 noon and ending at midnight, and shall be paid one dollar ten cents ($1.10) per hour for all hours worked on the third shift starting at or after 10:00 p.m. and ending by 8:00 a.m.

(B) For second and third shifts worked Monday through Friday, employees assigned to Nathaniel Witherell, shall be paid a shift differential of one dollar and fifteen cents ($1.15) per hour for each hour worked on the evening shift and one dollar and thirty-five cents ($1.35) for each hour worked on the night shift.

3. (A) For shifts worked on the weekend (defined as 7:30 a.m. Saturday to 7:30 a.m. Monday) employees, other than those assigned to Nathaniel Witherell, shall be paid a shift
differential of one dollar twenty-five cents ($1.25) per hour for all hours worked on the weekend.

(B) For shifts worked on the weekend, employees at Nathaniel Witherell shall be paid a shift differential of one dollar twenty-five cents ($1.25) per hour for all hours worked on the day shift on a weekend, two dollars sixty-five cents ($2.65) for all hours worked on the evening shift on the weekend and three dollars and ten cents ($3.10) for all hours worked on the night shift on the weekend.

4. When a licensed practical nurse works as a charge nurse, s/he shall be paid fifteen dollars ($15.00) for each shift so worked. S/he shall also be paid as a charge nurse for holidays, provided that she works as such five (5) days before and five (5) days after the holiday. S/he shall also be paid as a charge nurse for vacation leave, provided that she has worked as such at least twenty-six (26) weeks out of the last preceding fiscal year.

5. (A) Except for employees assigned to Nathaniel Witherell, employees who work in excess of the employee’s regular workday hours as set forth in Article II (1) shall be paid for all hours worked in excess of such regular workday at the time and one-half rate of pay. Sick leave taken during a workday shall not be counted for the purposes of calculating hours worked for overtime. However, for purposes of determining hours worked for calculating overtime, paid holidays, preapproved paid vacation, preapproved paid personal leave, preapproved jury duty, absences for medical appointments preapproved with a minimum of seventy-two (72) hours before the beginning of the employee’s regularly scheduled shift advance notice, and absences due to approved workers’ compensation disabilities shall be considered as time worked. Employees who work on their first scheduled day off (i.e. Saturday) shall be paid for all hours worked on such day at the time and one half rate of pay. Employees who work on their second scheduled day off (i.e. Sunday) shall be paid for all hours worked on such day at the double time rate of pay. The employee will be paid the applicable rate for working on the employee’s first or second scheduled day off only if the employee has first worked hours equal to the employee’s scheduled hours in the week. Sick leave taken during a workday shall not be counted for the purposes of calculating hours worked for overtime. However, for purposes of determining hours worked, paid holidays, preapproved paid vacation, preapproved paid personal leave, preapproved jury duty, absences for medical appointments preapproved with a minimum of seventy-two (72) hours before the beginning of the employee’s regularly scheduled shift advance notice, and absences due to approved workers’ compensation disabilities shall be considered as time worked. Except for emergencies and unscheduled absences, supervisors shall make reasonable efforts to notify employees of authorized overtime opportunities within the division at the time the overtime opportunity is communicated to the supervisor.

Notwithstanding the provisions above, emergency calls, including but not limited to alarm calls, weather related events (snow, trees down, flooding, ice, etc.) shall be paid at the appropriate overtime rate of pay for all overtime hours worked under such emergency condition, including the guaranteed minimum of three (3) hours as outlined in Section 9.
(B) (i) Except for Certified Nursing Assistants and Licensed Practical Nurses, employees assigned to Nathaniel Witherell shall be paid at the straight time rate for the first thirty-seven and one-half hours of work and time and one half for hours worked in excess of thirty-seven and one-half (except as otherwise provided in paragraph (B) (ii).

Certified Nursing Assistants and Licensed Practical Nurses, shall be paid at the straight time rate for the first forty hours of work and time and one half for hours worked in excess of forty (except as otherwise provided in paragraph (B) (ii)). For purposes of determining hours worked for calculating overtime, paid holidays, preapproved paid vacation, preapproved paid personal leave, preapproved jury duty, absences for medical appointments preapproved with a minimum of seventy-two (72) hours before the beginning of the employee’s regularly scheduled shift advance notice and absences due to approved workers’ compensation disabilities shall be considered as time worked. The straight time rate of pay shall be the rate reflected on the salary schedules appended to the collective bargaining agreement. During the employee’s regular workweek, the Town shall not, without the consent of the employee, reduce the employee’s regular daily schedule in order to avoid paying overtime for time worked in excess of the regular workday during such workweek.

(ii) Overtime worked on an employee’s regular scheduled day off shall be paid at the time and one half rate of pay. Double time will be paid for overtime performed on the employee’s second regularly scheduled day off in instances when the employee worked on the first scheduled day off in that workweek resulting in work performed on all seven days in the workweek. If an employee has taken sick leave during a week, the foregoing provision does not apply. Instead, the employee will be paid the applicable rate for working on the employee’s first or second scheduled day off only if the employee has first worked hours equal to the employee’s scheduled hours in the week, not counting the employee’s sick leave. However, for purposes of determining hours worked for calculating overtime, paid holidays, preapproved paid vacation, preapproved paid personal leave, preapproved jury duty, absences for medical appointments preapproved with a minimum of seventy-two (72) hours before the beginning of the employee’s regularly scheduled shift advance notice, and absences due to approved workers’ compensation disabilities shall be considered as time worked.

(iii) Notwithstanding paragraph (i) of this subsection B, in circumstances when Nathaniel Witherell declares an emergency condition and directs an employee to work overtime in order to meet its minimum staffing requirements during such emergency condition, such employee shall be paid at the time and one-half rate of pay for all overtime hours worked under such emergency condition.

6. Overtime for Licensed Practical Nurses and Certified Nursing Assistants shall be distributed as equally as possible among all qualified employees in the same classification.
7. (A) Except as otherwise provided in Appendix XIV (Equalization of Overtime Departmental Guidelines), the Town, except during emergencies as defined in Article II, section 3 and declared snow and ice control operations, shall make reasonable efforts to offer overtime opportunities to all regular full time employees in a work unit. Overtime opportunities shall be first offered to the qualified regular full time employee within the same classification within the work unit with the least amount of overtime offered and/or worked in current calendar quarter. In the event no qualified regular full time employee is available to work the overtime within the work unit the Town may offer the overtime to any qualified employee outside of the work unit. Notwithstanding the number of overtime hours worked or offered in a calendar quarter, a regular full time employee shall be offered overtime prior to a temporary full time employee in the work unit. A work unit shall be defined as a school or division in the Board of Education, a Highway Shed within the Highway Division of Public Works, divisions other than Highway in Public Works, a division for Parks and Recreation and a department for all other employees. The term qualified as used in this paragraph shall include the ability of the employee to report to the work assignment in a reasonable amount of time as dictated by the work to be performed.

(B) At the beginning of each calendar quarter the Town shall post a list of employees in the work unit with the number of overtime hours worked and/or offered during the prior calendar quarter. An employee, who claims that the Town did not make reasonable efforts to offer overtime assignments to him or her during the prior calendar quarter, may file a grievance alleging a violation of this provision within twenty (20) calendar days from the date the quarterly overtime list was posted in the work unit. In the event that the Town grants the grievance, the remedy shall be that the employee becomes eligible for additional overtime assignments during the current and prospective calendar quarters to the extent required to be in compliance with this provision. This additional overtime shall not be considered for purposes of offering future overtime assignment to the employee.

(C) An employee is required to be reasonably available to accept and to work offered overtime assignments. Except for personal emergencies and reasonable cause, an employee's continual refusal or unavailability, to work overtime assignments, which overtime assignments are offered with a minimum of forty-eight-hour advance notice, may subject the employee to disciplinary action. An employee who has been disciplined for absenteeism pursuant to Article VI, section 7 may be excluded from being offered overtime during the six (6) month period from the date the discipline was imposed.

8. The Union shall cooperate in supplying employees to cover overtime work, and in the event that no qualified employees desire to work on any particular overtime assignment, the least senior qualified employee or employees shall work the assignment.

9. Employees called out to work overtime including custodians at the schools, shall be guaranteed a minimum of three (3) hours at the overtime rate. The three (3) hour minimum shall not apply if i) the overtime is contiguous to the end of the workday or ii) the overtime is contiguous to the start of the workday and was scheduled in advance with a minimum notice of forty-eight (48) hours from the start of the shift.
10. Overtime shall only be worked when the overtime is performed at the direction of the employee’s supervisor. All work performed by employees including overtime or other extra work shall be paid through the Town’s payroll system.

11. Except as may be provided by applicable Federal or State statute or regulation, an employee who works two consecutive shifts or the equivalent in consecutive hours, including a break for meal period(s), the employee shall be relieved from work and receive an unpaid rest period of five (5) hours before being scheduled for additional work except if the work to be performed is required during or to prevent a health or safety emergency. If all or part of the rest period shall fall within the employee’s next regular shift, the employee shall not be required to report and shall be paid for the time which falls within his shift, provided that he reports at the end of the rest period and works the remainder of his shift. If, during such rest period, an employee is required to work or is required to remain at work under the Town’s supervision, then the employee shall be paid at the time and one-half hourly rate for that portion of the rest period.

12. Whenever a head custodian is absent for one (1) or more days from a school, the senior qualified custodian on the earliest day shift in that school shall be designated as temporary head custodian and shall be paid accordingly. For the night shift at the high school the senior qualified custodian on the shift from which the head custodian is absent shall be designated as temporary head custodian and shall be paid accordingly.

13. (A) An employee is prohibited from performing the duties of a classification with a higher wage rate (higher classification) without express authorization from a supervisor. An employee who is expressly directed to perform the work of a higher classification by his or her supervisor and performs the work of a higher classification shall receive the higher wage rate. The higher wage rate shall be paid in an increment of one-half shift (3 ½, 3 ¾, or 4 hours) or a full shift (7, 7 ½, or 8 hours) for regular shifts and on an hour for hour basis for overtime hours. The half-shift increment shall be paid for work performed at the higher classification for up to a half-shift and the full-shift increment shall be paid for work performed at the higher classification in excess of a half-shift. Receipt of the higher wage rate shall not vest the employee with any right to remain employed in the higher classification or to receive the higher wage rate of pay for a succeeding shift. Out of class assignments shall first be offered to the most senior available qualified employee in the work unit except as otherwise provided in paragraph 12 of this Article. To be qualified an employee must possess the qualifications for the higher classification and have not received a formal discipline within the past six (6) months. To be available the employee must be working the same shift in the work unit as the higher classification. An employee who continually refuses or is unavailable, without reasonable cause, to accept out-of-class assignments, may be deemed not available for such assignments for a six (6) month period. For purposes of this paragraph a work unit shall be as defined in Article III (7) (A) of this Agreement.

(B) In instances when an employee is on a long-term absence such as military leave, long term sick leave, childcare, vacation or other personal leave, the Town may make a
temporary appointment to such position. The temporary appointment shall be made in the same manner as set forth in Article XVII (1) (C). For purposes of this paragraph a longterm absence shall be defined as a period in excess of fifteen (15) consecutive work days. In the event there is no eligible list from which to make the temporary appointment, the appointment, if made, shall be from among the three most senior qualified employees in the work unit.

14. The Town shall establish the rate of pay for any new or revised classification. The Town shall notify the Union of the rate of pay for a new or revised classification pursuant to the procedures set forth in Appendix IV. A disagreement between the Town and the Union as to the rate of pay shall be resolved pursuant to the American Arbitration Association’s expedited procedures.

15. The Town shall pay overtime on the pay period following the pay period in which the overtime work is recorded on the time sheet and received by the payroll department. The pay advice shall include a statement showing the hours of overtime worked by dates and the payment for such overtime and the hours of out of class employment worked by dates and the payment for such out of class work.

16. Longevity: A full time employee who is on the active payroll and has completed nineteen (19) or more full time years of service with the Town as of December 1 shall receive a nonpensionable payment of $1,250. A full time employee who is on the active payroll and has completed fourteen (14) or more full time years of service with the Town as of December 1 shall receive a nonpensionable payment of $1,000. A full time employee who is on the active payroll and has completed nine (9) or more full time years of service with the Town as of December 1 shall receive a nonpensionable payment of $750. The longevity payments shall be made in the first full payroll period in December.

17. Except for employees assigned to the Sewer Division, an employee, who during off duty hours, is required to be available to respond to an emergency and is issued a pager (or other electronic communication device) by the Town shall be required to carry the pager (or other electronic communication device) during such off duty hours and respond in an appropriate manner if paged. Such employee shall be paid a nonpensionable twenty-five ($25) dollar stipend for each day s/he is so required to carry a pager (or other electronic communication device) and respond if paged as provided above. Employees assigned to the Sewer division shall be governed by the terms as provided in Appendix XII annexed to this agreement. The issuance of a pager (or other electronic communication device) is a matter within the sole and exclusive discretion of the Town. The Town and the Union agree to re-open negotiations over this paragraph during the term of this agreement in the event the Town implements upgrades to the Sewer Division’s Alarm Monitor System.

18. In addition to regular salary, an LPN who works two (2) nursing floors or a floor and the nursing office shall be paid twenty-five dollars ($25.00) for the shift.

19. A Custodian in each of the middle schools on the late shift shall be designated as the Lead Custodian. The Custodian designated as the Lead Custodian at the middle schools shall be
paid at the T-10 wage rate. In the absence of the Lead Custodian at the middle schools there is no requirement to designate a Custodian as Acting Lead Custodian. The Lead Custodian, in addition to his or her custodian duties, shall be responsible for supervising custodial staff on the shift, assigning and inspecting work and ensuring that all assignments are complete.

**ARTICLE IV HOLIDAYS**

1. The following shall be observed as paid Town holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day - January 1</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Martin Luther King’s Birthday</td>
<td></td>
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<tr>
<td>President’s Day</td>
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<tr>
<td>Good Friday</td>
<td></td>
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<tr>
<td>Memorial Day</td>
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<tr>
<td>July 4th</td>
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<tr>
<td>Columbus Day</td>
<td></td>
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<tr>
<td>Veterans’ Day</td>
<td>November 11</td>
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<tr>
<td>Thanksgiving Day</td>
<td></td>
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<tr>
<td>Day after Thanksgiving</td>
<td></td>
</tr>
<tr>
<td>Christmas – December 25</td>
<td></td>
</tr>
</tbody>
</table>

A. These days are not paid holidays and are considered regular workdays for employees assigned to Nathaniel Witherell.

B. These days may not be scheduled as paid holidays and if not so scheduled will be considered regular workdays for employees assigned to the Board of Education. Employees assigned to the Board of Education shall receive a floating holiday each fiscal year to be used in the same manner as a vacation day for each holiday scheduled as a regular workday. Floating holidays shall be available to the employee with the start of the fiscal year, shall be used during that fiscal year and shall not accrue. Veterans who request to use a floating holiday or vacation day to be excused from work on Veterans’ Day shall be granted the day off and the Town shall have the right to redepoly employees on Veterans’ Day to meet operational staffing requirements. The floating holidays shall be credited as of July 1 of each year.

2. (A) Except as otherwise provided in paragraph 3, an employee, who does not work on a holiday designated above in paragraph 1 of this Article, shall be compensated for the day at the straight time hourly rate of pay for the number of hours that the employee is regularly scheduled to work (7, 7 ½ or 8 hours).

(B) In the event a Town holiday falls on an employee’s regularly scheduled day off the Town shall schedule an alternative day off for which the employee is scheduled to work and the employee shall be compensated for the alternative day off at the straight time hourly rate of pay for the number of hours that the employee is regularly scheduled to work (7, 7 ½ or 8 hours).

(C) Employees assigned to Nathaniel Witherell shall be scheduled for work on holidays as has been the past practice. There shall be no obligation on the part of the Town to
schedule employees to work on holiday’s that fall on the employee’s regular scheduled workday. In non-nursing departments holidays that fall during the regular workweek, staffing shall first be among employees in the classification who volunteer based on seniority and if additional staffing is required in reverse order of seniority. In nursing departments, the existing practice of scheduling employees for holidays shall continue. CNAs and LPNs shall not receive additional pay for working on a holiday that falls within the employee’s regularly scheduled work day. However, CNAs and LPNs shall receive an annual lump sum holiday payment equivalent to nine (9) days at the employee’s regular rate of pay and regularly scheduled hours. This holiday payment will be pro-rated for new hires and those employees who do not work a full year. If an employee has been paid for a holiday in advance and leaves prior to the occurrence of the holiday, the applicable holiday pay will be deducted from the employee’s last paycheck.

(D) Except as provided in paragraph C above, an employee who works on a holiday shall receive the double time rate of pay for each hour worked on the holiday. The application of this paragraph D with paragraphs A and B of this Article shall be consistent with the practice in each department as of July 1, 2008.

(E) Except for part-time employees assigned to Nathaniel Witherell, a regular part-time employee whose regular schedule consist of five workdays in a calendar week shall be entitled to pro-rata holiday pay when a scheduled holiday falls on the employee’s scheduled work day. The pro-rating of holiday pay shall be based on the number of hours the employee is regularly scheduled to work during the workweek divided by five (5).

3. If an employee is absent from work for any part of the last scheduled work day before or the first scheduled work day after the day on which a holiday is observed pursuant to the terms of this Article, such employee shall receive holiday pay provided such absence is for an authorized or excluded reason such as, but not limited to, illness, accident, vacation, personal leave day, or extreme weather conditions. It is understood that such authorized or excused absence need not be with pay in order for the employee to be eligible for the holiday pay.

ARTICLE V VACATIONS

1. The Town shall grant vacation leave with pay to all full-time employees in accordance with this Article. No vacation leave shall be granted during the first six (6) months of service, except in the discretion of the head of the employee’s department, but upon completion of the first six (6) months, the time served during such period shall be used in computing vacation leave.

2. (A) Annual vacations with pay shall accrue to an employee in each fiscal year based on the employee’s length of continuous service with the Town at the commencement of the fiscal year (July 1) as follows:

   (i) An employee with less than twelve months of continuous service -- 5/6th of a day for each month of continuous service (rounded to the nearest full day).
(ii) An employee with one year to and including four years of continuous service -- 10 working days.

(iii) An employee with over four years up to and including nine years of continuous service -- 15 working days.

(iv) An employee with over nine years of continuous service -- 20 working days.

(B) A regular part-time employee shall earn 0.05 hours of vacation credit for each hour that the employee is regularly scheduled to work on the active payroll. A newly hired regular part-time employee shall begin to earn pro-rated vacation credit upon completion of six months of work. For example, an employee regularly scheduled to work 20 hours per week shall earn one hour of vacation credit per week or fifty-two hours per year.

3. In computing vacation leave, all municipal holidays shall be deducted. A department head may approve an employee’s request for vacation leave in one-hour increments conditioned on i) the employee provides reasonable advance notice for the need for leave and ii) the leave is contiguous to the start of the workday or the end of the workday or department operational requirements permit the granting of the leave at other times during the workday. If these conditions are not present, the vacation leave shall be for a half-day or full-day.

4. Subject to the requirements of this Article, the department head shall schedule the vacation periods in accordance with the requirements of his department. Each department shall determine, based on its operational needs, an annual selection date by which employees are to submit annual vacation requests. In a case of a conflict as to scheduling, seniority shall govern the right of preference, provided the employee’s request has been submitted prior to the selection date. Vacations may be otherwise scheduled subject to the requirements of the department and the seniority rights of other employees. Scheduling changes after the selection date shall be allowed only by agreement of the employee and the department head and such scheduling changes shall not be unreasonably denied by the department head.)

The practice of requiring employees in a particular facility or barn to take vacation at the same time shall be discontinued.

5. An employee may carry forward unused vacation time and take consecutive vacation days as follows:

(A) An employee shall be entitled to carry forward unused vacation leave from one fiscal year to the next; provided, that an employee shall not carry forward more than twenty-five (25) working days of unused vacation leave. An employee shall not be entitled to take more than thirty (30) working days of vacation at a consecutive interval or during any fiscal year.

(B) If an employee agrees to waive his rights to vacation leave during a particular fiscal year at the request of the department head, the department head shall permit such employee
to take part or all of the earned vacation leave during the following fiscal year without regard to the limitations set forth in subsection A of this Section regarding carryover of vacation days, vacation days to be taken during any fiscal year. Any such permission shall be in writing and given to the Director of Human Resources and the employee at the time such request by the department head is made.

(C) Vacation leave not used during any current fiscal year, and not entitled to be carried forward to the next fiscal year, shall be lost only at the end of the current fiscal year.

(D) Anticipated loss of vacation leave under Sub-Section C of this Section shall not entitle an employee to any special consideration in the scheduling of his vacation leave.

6. An employee may be authorized to use vacation that he or she may anticipate earning in the current fiscal year up to a maximum of ten (10) vacation days. An employee who separates from Town service shall receive one (1) day’s pay for each day of earned accrued vacation that the employee i) may have carried over from the prior fiscal year, if any; and ii) that the employee has earned and accrued each month in the current fiscal year up to the date of termination. An employee who was authorized to use vacation that he or she may have anticipated earning but did not based on the date of separation from service, shall have deducted from his or her final paycheck a day’s pay for each used but unearned vacation day. In the event of an employee’s death while in active service any such entitlement to paid vacation as set forth in this paragraph shall be paid to the employee’s heirs or estate.

7. A Custodian or Mechanic working at the Board of Education who calls out the day before or after a pre-scheduled vacation or personal day will be charged a vacation day for the call out.

**ARTICLE VI SICK LEAVE**

1. (A) In each year of continuous service with the Town through completion of the ninth (9th) year of service, an employee shall earn sick leave at the rate of one (1) day per month and in each year of continuous service with the Town commencing with the beginning of the tenth (10th) year of service, an employee shall earn sick leave at the rate of one and a half (1½) days per month. An employee hired on or after September 23, 1998 shall receive two (2) days of sick leave month commencing with his or her tenth year of employment. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

(B) A regular part-time employee shall earn 0.05 hours of sick leave credit for each hour that the employee is regularly scheduled to work on the active payroll. A newly hired regular part-time employee shall begin to earn pro-rated sick leave credit upon completion of six months of work. For example, an employee regularly scheduled to work 20 hours per week shall earn one hour of sick credit per week or fifty-two hours per year.

2. At the time of an employee’s retirement or death, the employee, the employee’s heirs or estate, shall be paid for unused accumulated sick leave at the rate of the employee’s last position with the Town in accordance with the following:
<table>
<thead>
<tr>
<th>Days accrued</th>
<th>Percent of daily rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-74 days</td>
<td>No payment</td>
</tr>
<tr>
<td>75-150 days</td>
<td>50% for all accrued days</td>
</tr>
<tr>
<td>151-180 days</td>
<td>75% for all accrued days</td>
</tr>
</tbody>
</table>

An employee hired or rehired on or after September 23, 1998 shall not be eligible to receive payment for unused sick leave at retirement or have paid to the employee’s heirs or estate upon the death of an employee a payment for unused sick leave as provided herein.

3. Sick leave shall not be considered a privilege to be used in the employee’s discretion, but shall be allowed only in case of the employee’s absence due to:

   (i) the employee’s personal illness or physical incapacity resulting from causes beyond the employee’s control;

   (ii) the illness of a member of the employee’s immediate family (defined as spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, parent-in-law or any relation domiciled with an employee as a member of the employee’s family who is listed as a dependent for income tax purposes) that require the employee’s personal care and attention; or

   (iii) if an employee has exhausted the Health Care Appointment leave provided by Article X, or in the reasonable discretion of the department head the request of the employee for time off to attend a Health Care Appointment should be applied against the employee’s accrued sick leave, the employee may apply sick leave in increments of one-quarter (1/4) hour to attend to his or her health care appointments, which cannot, with reasonable practicality, be scheduled outside of the normal workday. Health Care Appointments are as defined in Article X.

4. Accumulated sick leave will remain to the credit of an employee for a period of one (1) year after leaving the service of the Town, and will be reinstated if the employee returns to service within that period of time.

5. In the event that an employee is absent due to reasons defined in Section 3 of this Article, but does not have earned sick leave available, the employee’s absence may be charged to the employee’s accrued unused vacation leave. The vacation leave used to cover such absences may subsequently be repaid to subsequent sick leave earned at the applicable rate.

6. An employee who intends to be absent for reasons defined in Section 3 of this Article shall inform his or her immediate supervisor of the intended absence as soon as possible prior to the start of the employee’s shift. Failure to do so will be cause for denial of sick leave with
pay for the shift. An employee, with the approval of their supervisor, may make this notification via email or text message.

7. In any instance where the Town has reasonable cause to suspect abuse of the sick leave privilege, an employee may be required for a reasonable period of time to provide certification from his or her treating physician that the employee is unable to work due to illness or disability in order to receive sick leave with pay and/or an excused absence. The Department Head or a designee at the department level shall authorize the imposition of this requirement. Notwithstanding the above requirement to provide a certification from a physician, the Town, when it has reasonable cause to suspect abuse of the sick leave privilege, may subject an employee to the disciplinary process.

8. An employee who is on the active payroll for the entire calendar quarter shall be eligible to participate in the sick incentive program. An employee who reports and completes all scheduled work shifts during a calendar quarter shall be credited with one and one-quarter (1 ¼) vacation days for that calendar quarter. The vacation day(s) earned under this Sick Leave Incentive Program shall be credited to the employee during the month of July in the following fiscal year. The calendar quarters are July to September, October to December, January to March and April to June. The maximum annual number of vacation days to be earned under this Sick Leave Incentive Program is five (5). For purposes of this incentive program an employee who does not report or completes a scheduled work shift due to approved vacation leave, personal leave or is excused from work to attend a medical appointment shall be deemed to have reported and completed such shift for purposes of this Sick Leave Incentive Program. The vacation days earned under this paragraph shall be subject to the same conditions for accrual and usage as are vacation days earned pursuant to Article V.

**ARTICLE VII INJURY LEAVE**

1. Each employee who incurs an injury, re-injury or illness which is covered under the Connecticut Workers’ Compensation Act shall be entitled to injury leave pay equal to the difference between the compensation received pursuant to said Act and his normal base rate of pay for the number of days of necessary absence up to a maximum of one (1) month following the date of injury.

2. If it is necessary to continue leave beyond one (1) month, the employee shall be entitled to injury leave pay equal to the difference between the compensation received under said Act and three quarters (3/4) of the employee’s normal base rate of pay for up to an additional one (1) month.

3. If it is necessary to continue leave beyond two (2) months, the employee shall be entitled to compensation as established by the Act.

4. An employee shall be entitled to utilize accumulated sick leave and vacation leave to supplement the partial salary and Workers’ Compensation payment but in no event shall the payments exceed the employee’s regular salary.
5. An employee shall be entitled to the injury leave pay for Sections 1 and 2 in the case of a re-injury provided the employee has not been out of work due to a compensable injury in the six months prior to said re-injury.

6. The Town may, during all or any part of an injury leave, assign the employee on injury leave to duties other than his regular duties which he is capable of performing; provided, the employee shall not receive a lesser wage rate or lesser benefits, including pension rights, for such duties than he would have received if he had continued to be employed in his department without injury leave.

7. The Town may offer a transfer to an employee who has been, or is disabled as a result of a service-connected injury or illness, and who has reached the point of maximum recovery but is unable to perform his regular duties, to another position in the Town service for which the employee is qualified in lieu of termination. In the event the employee accepts the transfer to another position the employee shall be paid and receive the benefits of the new position.

8. The Town shall not displace any present employee to make a temporary assignment or disability assignment.

9. Employees shall report all accidents to their supervisor as soon as practicable upon occurrence and actively and positively participate in all accident investigations and in safety inspections of their assigned areas.

10. At the request of an injured employee or his department head, the Director of Human Resources shall review the question of whether or not circumstances warrant continuation of compensation at a rate and for a period greater than required by this Article and the Director of Human Resources may, from time to time, order payment of such percent of compensation for such period as he, in his sole and absolute discretion deems appropriate.

11. An employee who is examined by a physician at the direction of the Town shall be entitled to a copy of the examining physician’s report.

12. The Union agrees that the Town may, without further negotiation, implement a managed medical care plan network for employees’ work related medical treatments. In the event the Town changes its workers’ compensation administrator/carrier any new medical care plan network shall be comparable to the prior medical care plan network.

**ARTICLE VIII BEREAVEMENT LEAVE**

1. An employee is entitled to up to five (5) consecutive working days of bereavement leave with pay in the event of the death of a member of the “immediate family” (as defined in Article VI Section 3 of this agreement) and three (3) consecutive working days of bereavement leave with pay in the event of the death of a brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
2. In the event of the death of any other relative not described in this section the employee may receive the time off with pay necessary to attend the funeral or memorial service for such relative. An employee who requires additional time off to attend such funeral or memorial service (i.e. travel time) may request to use accrued vacation, personal or unpaid time which time off shall be granted subject to the operational and business needs of the department.

3. Bereavement leave shall not be deducted from sick leave.

4. The actual number of working days taken up to the maximum provided shall be based on actual need for bereavement leave.

**ARTICLE IX PERSONAL LEAVE**

1. Each full-time employee, except employees assigned to Nathaniel Witherell, shall have the right to request and obtain up to one (1) day of paid personal leave in each contract year. Requests shall be made in authorized form for bona fide purposes (including without limitation, business or personal obligations which cannot be resolved outside regular working hours, religious holidays, and other good causes) and shall be granted in the discretion of the Town, (which shall not be abused), where in its opinion the operating efficiency of the employee's department will not be adversely affected, if not caused by under employment.

2. A full-time employee assigned to Nathaniel Witherell shall have the right to request and obtain up to one (1) day of personal leave in each contract year and up to four (4) days of personal leave in each contract year effective on July 1 after the completion of two (2) years of continuous employment.

**ARTICLE X HEALTH CARE APPOINTMENTS**

At the reasonable discretion of the department head and upon written notice of at least three (3) working days in advance, an employee shall be entitled to reasonable time off without loss of pay not to exceed six (6) hours annually pursuant to this Article to attend health care appointments (excluding dental), which cannot, with reasonable practicality, be scheduled outside of the normal workday. Excused time off to attend health care appointments in excess of that provided above shall be charged to sick leave pursuant to Article VI (3) (iii). Employees shall attempt to schedule "health care appointments" at either the beginning or end of the workday. For purposes of this Agreement "health care appointments" are defined as pre-scheduled appointments with the employee's physician not otherwise requiring the employee to be absent from work due to illness or disability.

**ARTICLE XI INSURANCE**

1. (A) Each employee shall have the annual option to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health (but not dental or vision benefits) or to waive medical insurance. The plan benefits shall be as set forth in the SPP effective on July 1, 2017, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment,
beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

(B) The premium or premium equivalent rates shall be set by the SPP.

(C) Effective July 1, 2019 the percentage share of such premium cost shall be ninety percent (90%) for the Town and ten percent (10%) for the employee. Effective July 1, 2020 the percentage share of such premium cost shall be ninety percent (90%) for the Town and ten percent (10%) for the employee. Effective upon ratification by the Union, the percentage share of such premium cost shall be eighty-seven percent (87%) for the Town and thirteen percent (13%) for the employee. Effective July 1, 2022 the percentage share of such premium cost shall be eighty-six percent (86%) for the Town and fourteen percent (14%) for the employee. The employee’s annual premium cost share shall be deducted in prorated equal amounts from each biweekly paycheck on a pre-tax basis (premium conversion option).

(D) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP will be subject to the HEP terms and provisions.

(E) Participation in the SPP and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions. In the event SPP administrators impose a premium or benefit penalty on insureds who fail to participate the HEP, 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 Town. Any such additional premium cost increase imposed upon the employee as a result of any failure to participate in the HEP, shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SPP.

(F) In the event any of the following occur, the Town or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c as to the sole issues of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

(i) The benefit design or premium rate calculation for the health benefits plan procured under Conn. Gen. Stat. Section 5-259 (a) and (m) are modified as a result of a change in the State’s collective bargaining agreement or state statute;

(ii) Public Act No. 15-93 or successor legislation is amended as to rate calculation, imposition of additional fees or administrative charges on participating non-state public employers or a change in the method used to calculate premium rates, or any other substantive amendments;
(iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that has a direct impact on the cost incurred by the Town on providing medical insurance pursuant to this agreement. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.

(iv) If during the month of September, the Town, based on the claims experience of the bargaining unit participants for the prior plan year of the SPP (July through June), determines that premiums or premium equivalents for the HDHP insurance plan (including the Town’s HSA contributions) that was in effect on June 30, 2017, would be lower than the current SPP premiums.

(G) In the event the Town and/or the Union at any time during the contract term or in negotiations over a successor collective bargaining agreement make a proposal to leave the SPP, the baseline for such negotiations shall be the medical benefits as set forth in sections (1) – (4) of this Article as set forth in the collective bargaining agreement covering the period 2016 through 2019.

2. An employee may elect to be enrolled in the Town’s dental plan. The dental plan benefits are annexed hereto as Appendix XI. The Town shall pay ninety (90%) percent of the cost of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).

3. The Town retains the sole and exclusive right to select and/or change the plan administrator(s) or insurer(s). In the event the Town changes plan administrator(s) or insurer(s) and there is a disagreement on the level of benefits, coverages or services provided with the new administrator(s) or insurer(s) the Union may grieve such disagreement pursuant to Article XVIII of the Agreement, except that the size and scope of the in-network providers shall not be arbitrable.

4. The Town shall provide fifty thousand ($50,000.00) dollar term life policy covering natural or accidental death with a double indemnity provision for accidental death for each employee. The employee may buy from the Town’s insurer additional term life insurance at the actual prevailing rate charged the Town, two (2) times the employee’s annual salary computed to the nearest one thousand dollars ($1,000.00).

5. (A) An employee who separate from Town service after June 30, 2008 with twenty (20) or more years of credited service shall be entitled to continue his or her health insurance and the Town shall pay annually an amount not to exceed nine hundred ten ($910.00) dollars for the annual premium for individual coverage or an amount not to exceed two thousand one hundred twenty ($2,120.00) dollars for the annual premium for family coverage.
The Town’s payment toward premium shall only apply to the hospital plan or the hospital, surgical-medical and major medical plans and shall only be payable during the life of the employee. This provision shall not apply to the Town’s prescription drug rider.

Once the employee is eligible for Medicare, the Town’s contribution shall be reduced to six hundred ten ($610.00) dollars and one thousand fourteen hundred thirty ($1,430.00) dollars respectively. Such contributions shall be made by the Town for the life of the employee. For an employee who retired prior to June 30, 2008 eligibility for the contribution and the amount of the contribution paid by the Town shall be controlled by the collective bargaining agreement between the Town and the Union in effect on the date of the employee’s retirement.

(B) An employee hired on or after January 1, 1995 shall not be eligible for the retiree health care credit provided above in paragraph A of this section. The Town shall sponsor a Retiree Health Savings Plan into which such employee shall enroll. The Retiree Health Savings Plan shall require the following mandatory contributions: 1) the Town shall make a contribution of 0.5% of the employee’s base salary and 2) the employee shall make a pretaxed contribution of 0.5% of the employee’s base salary. In the event it is determined that the Internal Revenue Code (IRC) permits the Town to offer a one-time option to existing employees to enroll in the Town’s Retiree Health Savings Plan the Town will amend its plan to permit such election.

(C) For any period of time that the retiree is eligible for health insurance coverage under some other group health insurance plan (e.g. as a dependent under a spouse’s plan or under another employer’s plan as an employee or dependent), the retiree shall not be eligible to be enrolled in the Town’s medical and prescription drug plans. If a retiree, who is eligible for and/or has such alternative health insurance coverage with another employer or as a dependent on a spouse’s health insurance plan, loses such coverage due to the retiree’s or spouse’s termination of employment or discontinuation of such coverage by the employer, then the retiree shall be reeligible to enroll in the Town’s group medical and prescription drug plans. A retiree with alternative health insurance coverage upon becoming eligible for Medicare shall become reeligible to enroll in the Town’s medical and prescription drug plans.

A retiree, who at the time of his/her retirement, elects to discontinue with the Town’s health insurance and has no alternative health insurance, shall be re-eligible to enroll in the Town medical and prescription drug plans upon future election during the Town’s annual open enrollment period.

6. The Town shall make an annual contribution to the Union Welfare Fund to be used for providing additional insurance benefits for the benefit of all full-time employees covered by this agreement who elect to participate. The Union agrees to provide the Town with any information regarding the use of said funds and/or to cooperate in any audit conducted by the Town of said funds for the purpose of assuring compliance with the intent of this provision. It is agreed and understood, however, that the Town’s sole obligation under this provision is to make the aforementioned contribution to the Union and neither the Union,
and employee nor a dependent shall have any right or claim against the Town regarding
the benefits provided by the Union nor the administration of any plan or policy by the
Union with the contribution herein provided. The contribution shall be paid on a pro rata
quarterly basis based on the number of active full-time employees on the payroll on the
first day of each quarter in the annual amount of $125 per fulltime employee.

7. The Town shall provide a Long Term Disability Plan to replace income lost due to total
disability for each eligible employee. The plan provisions shall be as follows:

Monthly Income Benefit - 66 2/3 of basic monthly earnings Maximum
Benefit - $3,000/month
Waiting Period - 1st 90 days of total disability

Basic monthly earnings exclude bonuses, overtime pay, shift differential and all other
special payments. An employee who is actively at work is eligible for coverage on the
effective date. An employee not actively at work on the effective date shall become eligible
for coverage on the first day of the month following his or her return to active work.

8. An employee shall be eligible to participate in all aspects of the medical and day care
provisions of the Towns Flexible Benefits Plan, in accordance with the terms of that Plan
including a maximum employee contribution of $2,500 for healthcare and a $5,000 for
childcare.

ARTICLE XII RETIREMENT

1. (A) Except as otherwise provided in this Article XII, Article 14 of the Town Charter
providing for the Retirement System of the Town of Greenwich ("Retirement System") for
general and library employees, shall remain in effect for the term of this Agreement for all
eligible employees. An employee shall vest with five (5) years of creditable service, the
minimum requirement for service retirement shall be when the sum of the employee’s age
and the number of years of creditable service equals eighty (80), the rate of benefit for
calculation of a employee’s retirement allowance shall be two percent (2.0%) for each year
of creditable service up to a maximum retirement allowance of 66.66% of final pensionable
compensation and the selection of option 1 of Section 191 shall be without any reduction
in the retiree’s allowance.

(B) In the event an employee dies while in active service with the Town of Greenwich
from causes not entitling his beneficiaries to an accidental death benefit pursuant to Section
192 of Article 14 of the Town Charter, the Town shall provide to his or her surviving spouse
a survivor death benefit for vested (five years of creditable service) members who die prior
to qualifying for a Service or Disability Retirement. Their designated survivor shall be
eligible to receive a 100% Joint and Survivor Benefit based upon the employee’s
hypothetical retirement allowance calculated as if the employee had retired on the date of
death.

(C) Effective July 1 of each year, retirees age 62 and over, who retired prior to July 1
of the previous calendar year shall be eligible for a cost of living adjustment in their
retirement allowance computed on the formula provided in paragraph 3. Subject to the conditions set forth below, the COLA shall be 100% of the annual increase in the Consumer Price Index (CWURS12ASA0) for Urban Wage Earners and Clerical Workers for the New York – Newark, Jersey City, NY-NJ-PA (CPI), not to exceed 3%, measured from May as reported in June of the previous calendar year through May as reported in June of the current calendar year. In no event shall a retiree’s annual retirement allowance exceed 150% of the allowance at which the employee retired. In the event the annual increase in the CPI is less than one percent (1%) no COLA shall be due. This paragraph 2 shall be applicable to employees who retired on or after July 1, 2004.

(D) A permanent employee with credited service in the Retirement System who leaves Town employment and is subsequently rehired, may be reinstated in the Retirement System with all prior credited service if the break in Town employment is less than the total prior service period of the employee with the Town and, upon the employee restoring to the Retirement System within six (6) months from date of rehire the entire amount of any withdrawn accumulated deductions together with applicable interest up to the date of restoration.

(E) Notwithstanding any provision of this Agreement to the contrary, employees hired or rehired on or after July 1, 2005 shall be ineligible for Retirement System membership; provided, however, an individual who is re-employed on or after July 1, 2005, who is vested under the terms of the Retirement System in effect as of his or her prior termination from service date, will be eligible to resume participation in the Retirement System. The provisions of Article 14 of the Town Charter and paragraphs 1 through 5 of this Article shall not be applicable to employees who are ineligible to participate in the Retirement System. (Such employees who are full-time regular employees may be eligible to participate in the Town’s defined contribution retirement plan as set forth in paragraph 6 of this Article.)

2. The Retirement System shall provide electronic access for each employee to view his or her years of creditable service and contributions to the Retirement System.

3. The retirement allowance of an employee who retires shall be determined by the use of final pensionable compensation. Final pensionable compensation shall include base wages including base wages deferred to the Savings Plan for Employees of the Town of Greenwich and stipends listed in Appendix 1, but excluding overtime and shift differential, if applicable, of a member paid during the twenty-six (26) consecutive bi-weekly pay periods of creditable service with the Town of Greenwich for which such pensionable compensation was the highest.

4. The employee’s pension contribution shall be made on pensionable earnings as defined in paragraph 3 of this Article. Effective with the February 22, 2002 payroll the employee pension contribution shall be reduced to four percent (4%) from five percent (5%). For individuals hired on or hired after January 15, 2002 the employee contribution shall be
mandatory. Employee contributions shall be made on a pre-tax basis pursuant to Section 414(h) of the Internal Revenue Code.

5. Each employee with an honorable discharge from prior active military service in a branch of the United States Armed Forces shall be given credit as creditable service for purposes of determining his/her retirement allowance for each year of military service that the employee makes an additional contribution to the Town. Said additional contribution for each year of military service for which the member wishes to buy credit shall be the product of the employee’s existing rate of contribution as defined in paragraph 4 of this Article and the pensionable compensation received by the member over the twenty-six consecutive biweekly payroll periods immediately prior to the application for military buyback being submitted to the Retirement Board for approval. In no event may an employee buy credit for more than four years of service. The creditable service purchased pursuant to this paragraph shall not be applied to the five year (5) vesting requirement or to meet the minimum service requirement.

6. Defined Contribution Retirement Plan: A full-time regular employee covered by this Agreement who is not eligible, pursuant to the terms of this Article, for membership in the Town’s Retirement System shall enroll and become a member in the Town of Greenwich Defined Contribution Retirement Plan (the “DC Plan”) as set forth in this paragraph 6.

A. Mandatory membership – Each eligible employee hired on or after July 1, 2005 shall be enrolled in the DC Plan as of the employee’s date of hire.

B. Mandatory 5% employee contribution/5% employer contribution – Pensionable compensation shall include base wages and stipends as set forth on Appendix I of this Agreement and exclude all other compensation. Immediately upon commencing membership in the DC Plan, each employee shall contribute 5% of the employee’s pensionable compensation to the Plan, and additionally the Town shall contribute an additional 5% of the employee’s pensionable compensation.

C. Vesting – The employee is always 100% vested in his or her employee contributions account. Employer (Town) contributions shall be vested pursuant to the following schedule: 20% upon completion of twelve (12) months of active full-time employment, 40% upon completion of twenty-four (24) months of active full-time employment, 60% upon completion of thirty-six (36) months of active full-time employment, 80% upon completion of forty-eight (48) months of active full-time employment and 100% upon completion of sixty (60) months of active full-time employment.

D. Discretionary employee contributions – To the extent permitted by applicable law and regulations, each employee shall be permitted to defer amounts (in addition to the mandatory 5% employee contribution described
in (2) above) to the DC Plan, on a pre-tax or after-tax basis, subject to Internal Revenue Code limitations.

E. Other – The Town shall be responsible for establishing and administering the DC Plan and may retain vendors, carriers, firms or agents for this purpose. Without limiting the generality of the foregoing, the Town shall (a) determine investment alternatives that are available under the DC Plan, and (b) amend the DC Plan, from time-to-time, in order to maintain its qualified status under the Internal Revenue Code. Each employee shall direct the investment of his or her account.

7. Supplemental Retirement Programs

(A) An employee of the Retirement System (DB Plan) may elect to participate in the "Savings Plan for Employees of the Town of Greenwich" (401-k and 457) via payroll deduction as long as such plan is approved pursuant to applicable Federal or State law, rules and/or regulations pertaining thereto. Effective July 1, 2005, no new 403(b) accounts will be opened for employees. An employee with an existing 403(b) account as of July 1, 2005 may continue to defer compensation to such account.

In January of each year the Town shall match a permanent full-time employee’s contribution to his or hers 401-k, 457 or 403(b) deferred compensation account for prior calendar year contributions to a maximum of two thousand three hundred dollars ($2,300).

There is no vesting requirement for this Town match. An employee who terminates from active Town service may be eligible for a match the following January provide that the employee maintains an active account with the Savings Plan for Employees of the Town of Greenwich.

(B) (i) An employee enrolled in the DC Plan may elect to participate in the "Savings Plan for Employees of the Town of Greenwich" (457 only) via payroll deduction as long as such plan is approved pursuant to applicable Federal or State law, rules and/or regulations pertaining thereto.

(ii) An employee enrolled in the DC Plan may elect to make additional pre-tax contributions to the DC Plan above the mandatory 5% contribution as a supplemental retirement savings plan.

(iii) In January of each year the Town shall match a permanent full-time employee’s contribution to wages deferred pursuant to B (i) or B (ii) above for prior calendar year contributions to a maximum of two thousand three hundred dollars ($2,300).

There is no vesting requirement for this Town match. An employee who terminates from active Town service may be eligible for a match the following January provide that the employee maintains an active account with the Savings Plan for Employees of the DC Plan as may be applicable.
(C) Permanent part-time employees may elect to defer wages to the "Savings Plan for Employees of the Town of Greenwich" (401-k only).

ARTICLE XIII DAMAGED EYEGLASSES
The Town shall reimburse an employee for damages sustained, without negligence on the part of the employee, to the employee's eyeglasses during the course of the employee's employment. The Town agrees that employee reimbursement shall be made within thirty days from the date all required documents are submitted by the employee.

ARTICLE XIV SAFE WORKING CONDITIONS
1. The Town will maintain safe working conditions and the employees will cooperate to this end. Specifically, no employee shall be required to work alone at the sewage disposal plant or to enter a boiler without another employee in immediate attendance, but this clause shall not restrict the use of a single watchman; nor shall an employee be required to work alone on hazardous sanding operations. The Town, at its discretion, may employ an employee of the laborer classification to perform the duties of a watchman at the sewage disposal plant.

2. The Town shall employ a safety engineer who shall effect the purposes of this section. Representatives from the Union shall be allowed reasonable amounts of time to meet with the safety engineer.

3. There shall be a joint safety committee, with equal representation from the Town and the Union. The Town and the Union shall each choose its representatives to the safety committee. The safety committee shall have unit wide jurisdiction, but there shall be such other committees (composed of similar representation but having less than unit wide jurisdiction) as the Town shall determine. Members of the safety committee shall be provided transportation for making inspections and Union members shall be paid at their regular rates for the time spent in making inspections. The committee shall hold at least one regular meeting per month and such other meetings, as it shall deem necessary.

4. Electronic Communication Devices Policy an employee, for the convenience of the Town, may be authorized by a supervisor to use a personal electronic device during working hours to conduct Town business. Unless properly authorized for such purpose, an employee is prohibited from the use of any form of personal electronic communication devices during working hours, except in an emergency situation and during non-working break or meal periods. An employee is required to obey all state and local motor vehicles statutes and regulations concerning the use of electronic communication devices while operating Town equipment or operating a personal vehicle while on Town business. An employee who is in an accident while operating Town equipment or operating a personal vehicle while engaged in Town business, and is found in violation of this policy and, issued a summons, shall be financially responsible for all damages to Town, personal or third-party property resulting from the accident. An employee who is found in violation of this policy is subject to discipline up to and including discharge. Electronic communication devices include but are not limited to cell phones, text messaging devices and other wireless electronic devices.
ARTICLE XV UNIFORMS AND TOOLS

1. The Town will provide adequate uniforms and other clothing necessary to the performance of the job where and when required, as set forth in Appendix III. Distribution of new uniforms and other clothing shall be made by October 1st of each year. If distribution shall be delayed beyond October 1st of any year, the department head shall advise the union in writing by October 10th of the reason for such delay and the new anticipated date of distribution, and if distribution shall be further delayed, the department head shall advise the union in writing of the reason for such further delay and the new anticipated date of distribution. The union shall file a written statement of any claimed inadequacies in the uniforms supplied no later than thirty (30) days after the claimed inadequacy becomes known.

2. The Town will reimburse an employee for personal tools broken or worn out in the performance of their work upon presentation of the tool, provided that there shall be noncumulative limit on reimbursement of seven hundred fifty dollars ($750.00) per employee per year.

The Town shall provide specialty shop tools that are reasonably required for an employee to perform work assigned. Mechanics assigned to the Fleet Department are required to provide their own industry standard hand tools as a condition of employment.

3. Each full-time permanent Nursing Assistant, LPN, Dietary Worker, Housekeeper and Laundry Worker who has at least six (6) months of service on June 1, shall be paid a uniform maintenance allowance of four hundred forty ($440.00) dollars in June. Each permanent part-time Nurse’s Assistant, LPN, Dietary Worker, Housekeeper and Laundry Worker who has at least six (6) months of service on June 1 shall be paid a uniform maintenance allowance of two hundred twenty ($220.00) dollars in June. The uniform allowance shall be paid in a separate check from the regular bi-weekly payroll during an off payroll week.

4. An employee who is issued a uniform and/or work clothing pursuant to this Article or Appendix III, or receives a uniform/clothing allowance shall, to the extent required by the department, be required to wear the required uniform and/or work clothing as a condition of employment during the workday. An employee who reports to work not properly attired or is found during the workday not to be properly attired may be relieved from further work without pay and subject to discipline.

ARTICLE XVI SENIORITY

1. A regular, full-time employee’s seniority shall consist of his/her length of continuous service in a permanent, full-time position covered under the terms of this Agreement.

2. A regular part-time employee’s seniority shall consist of his/her length of continuous service in a regular, part-time position covered under the terms of this Agreement.

3. A probationary employee shall have no seniority until completion of his or her probationary period at which time credit shall be given for such probationary period.
4. An employee’s seniority shall be broken by any of the following:
   a. Quit, resignation, or retirement;
   b. Discharge for cause;
   c. Failure to return at the end of an approved leave of absence;
   d. Failure to return upon recall;
   e. Employment in a position with the Town, which is not covered under the terms of this Agreement.

5. Any permanent employee whose seniority is broken who is re-employed in a position covered by this Agreement within one year of his/her break in seniority shall have his/her prior seniority reinstated after completion of the employee’s probationary period.

6. As further provided in Article XVII (12), seniority shall govern the right of layoffs and rehiring exercised within the Town, fitness and ability being equal.

Seniority shall govern the right of transfer from one division to another, fitness and ability being equal subject to the provisions of Article XVII.

Seniority shall govern the right of shift assignment among employees in the same classification within a division, fitness and ability being equal.

Seniority shall not govern the right of assignment as to place of employment, or work assignment within a division.

7. In the event two or more employees have the identical seniority date the following procedure shall be followed in making the appointment, transfer or acting assignment from among such employees.
   a. Acting Assignments: The employee with the greatest tenure in the work unit shall be deemed to be the more senior employee for purposes of acting assignments.
   b. Promotional Appointments: Management may elect to promote, based on fitness and ability, from among the senior most employees with the identical seniority date on an eligible list.
   c. Transfer Assignments: The transfer from among employees with the identical seniority dates bidding on the same assignment shall be accomplished by a lottery conducted by the BOE or Town Human Resources department with a union representative present.

**ARTICLE XVII APPOINTMENTS**

1. (A) The Town, using its best efforts and subject to budgetary considerations, shall fill vacant bargaining unit positions within 120 days, and within 160 days if the Town is required to create a valid employment register from which to make the appointment. The Town, in filling vacant bargaining unit positions, shall first post the vacancy for transfer and if not
filled by transfer then by appointment from within the bargaining unit; and if not filled by transfer or appointment, in a manner to be determined by the Town.

(B) An employee seeking a transfer shall complete and submit a transfer application to the Department of Human Resources within ten (10) calendar days from the date the transfer notice was posted to the Town’s web page. The Department of Human Resources shall forward a list of qualified employees to the appointing authority from which the appointing authority shall select for transfer the most senior qualified employee in the same classification in the department in which the vacancy or new position exists and if there is no such individual then the most senior qualified employee in the same classification within the Town. An employee is limited to one transfer in any six-month period. An employee who declines two transfers within a twelve-month period shall be ineligible for transfer for a twelve-month period from the date of the second declination.

(C) An employee seeking a promotion to the vacancy or new position shall complete the appropriate application and submit it to the Department of Human Resources to become eligible to participate in the Town’s testing and selection procedures. An employee who becomes eligible for promotion or new position pursuant to the Town’s testing and selection procedures shall have his or her name placed on an employment register by the Department of Human Resources. Except for positions for which supervision is an essential feature, the Town shall first offer the promotion or new position to the employee with greatest seniority from among the bargaining unit employees whose names appear on the employment register and are qualified for the position. For a position that includes supervision as an essential feature and there are three or more employees on the employment register the Town may consider from among the top three senior employees whose names appear on the employment register and are qualified for the position; if two employees are on the employment register the Town may consider from the two employees if qualified for the position; and if one employee the Town may select that employee if qualified for the position. In the event the Town appoints an employee who is not the most senior employee on the employment register, the Town shall provide a brief explanation of its appointment decision to the Union. The transfer and hiring procedure for Certified Nurse’s Assistants and Licensed Practical Nurses is annexed hereto as Appendix XIV.

(D)  (i) To be qualified for appointment transfer to a position at the Board of Education from another Town department the employee is required to submit to a criminal history records check including fingerprinting pursuant to Section 10-221d of the Connecticut General Statutes and be subject to its requirements. Employees assigned to the Board of Education shall be required to attend and participate in Board sanctioned orientation and training programs designed to implement Board policy and requirements of the Connecticut General Statutes applicable to local boards of education.

(ii) To be qualified for appointment or transfer to a position at the Police, Fire or Parking Department the employee is required to submit to a criminal history check including fingerprinting and may be denied the transfer or appointment on the basis of such review.
(iii) To be qualified for appointment or transfer to a position at the Nathanial Witherell the employee is required to submit to a criminal history and patient abuse background search pursuant to the requirements of Connecticut General Statutes Section 19a-491c.

(E) A regular permanent part-time employee may be appointed to a full-time position in the same classification from the appropriate eligibles list. A permanent part-time employee who was appointed to his or her current classification from an eligibles list and is thereafter appointed to a full-time position in the same classification is not required to serve a probationary period and upon appointment shall become a permanent full-time employee. A probationary part-time employee who is appointed to a full-time position during such probationary period is required to complete the full six-month probationary period required of newly appointed full-time employees beginning from the date of such full-time appointment.

(F) A permanent employee in the bargaining unit may qualify to test for a position which requires supervisory experience by either meeting the minimum supervisory qualifications as stated on the job description or in lieu of the required supervisory experience recent training determined by the Director of Human Resources to be relevant to the position.

2. A permanent employee appointed to another position in the Town in accordance with the provisions of this Article shall serve a six (6) month trial period in the new position and may be returned by the Town at any time within the trial period; or the employee may elect to return to his or her former position within the first three (3) months of the trial period. A permanent employee transferred to another position in the same classification in accordance with the provisions of this Article shall serve a three (3) month trial period and may be returned to his or her former position by the Town within the trial period; or the employee may elect to return to his or her former position within the three (3) month of the trial period. Any such return shall not be grievable unless it constitutes a claimed violation of the second sentence of Article I, section 3. An employee with three or more years of service in the same classification who transfers within that classification is not required to serve a trial period if the employee meets the following two conditions: no formal discipline (written reprimand, suspensions, etc.) within the last two years and the employee’s performance evaluation rating for the prior two years was at meets expectation or better. An employee is not eligible for transfer while serving in a trial period or during the first three months of employment in the new position which does not require the employee to serve in a trial period. If an employee elects to return to his or her former position during the employee’s trial period; or during the first three months of employment in the new position which does not require the employee to serve in a trial period, the employee shall not be eligible to apply or test for such position for the next succeeding posting for such position which posting results in an eligible list.

3. Qualifications of an employee to fill a position may be the subject of a grievance where the determination of the Town is arbitrary, discriminatory, or an abuse of discretion at any step
of the appointment procedure. This paragraph shall not apply to the composition and grading of pre-employment examinations.

4. During the period of suspension of any employee or during the pendency of grievance procedures concerning the separation from service, or demotion, the Town may fill the vacancy created only by a temporary appointment.

5. To meet the requirements of an emergency condition which threatens life, property, or the general welfare of the Town, the Town may employ such persons as may be needed for the limited term of the emergency without regard to the regulations as to appointments in this Article.

6. The Town shall post to its web page all job openings, including vacancies in positions which the Town determines to fill and not eliminate, openings created by virtue of new classifications, and openings into which an employee may transfer.

7. The Town shall give the job description of any new or revised classification to the Union as early as practical before its release to the public.

8. In the event job classification surveys are made by questionnaire, each employee may review his own questionnaire and the official comments made by the department head and the member of the survey team.

9. The Town shall not reduce the compensation of any employee by a change in the title or description of the job classification of the employee without a substantial bona-fide change in the duties or responsibilities of the employee.

10. An eligibility list for positions covered by this agreement established by the Town shall remain in effect for a minimum period of six (6) months and a maximum period of two years from the date established; and by mutual agreement between the Union and the Town for a period of up to three (3) years. Notwithstanding the duration period of an eligibility list, the Director of Human Resources may cancel an eligibility list if the eligibility list contains fewer than then three candidates. An employee who accepts an appointment and passes his or her probationary period shall be removed from the eligibility list. An employee who is offered an appointment and declines such appointment shall be removed from the eligibility list.

11. (A) The transfer of an eligible Custodian II to a vacant Custodian II position will be made based on the transfer procedure appended to this Agreement as Appendix VI.

(B) A Lead Custodian appointed to their position from a Head Custodian employment list is eligible to transfer to a vacant Head Custodian position pursuant to the transfer procedure in paragraph 1 (B) of this article.

(C) All assignments to work locations in the Parks Division shall be made in the discretion of management with the following exception:
(i) The most senior fifty percent (50%) of the Park Gardeners at each work location may not be involuntarily transferred. The remaining Park Gardener assignments at each work location shall be deemed as transferable positions. A Park Gardener may request a transfer to such a position, upon the position becoming vacant and the Town electing to fill the vacancy. In the event more than one Park Gardener requests the same transfer, the transfer shall be granted to the more senior Park Gardener, fitness and ability being equal. The Town retains the right to determine the number and classification of positions assigned to each work location.

12. In the event of the abolition of a position, the least senior employee in that position within the Department, fitness and ability being equal, shall be the employee to be laid off. The employee being laid off may elect to displace the least senior employee in the same position or in a lower graded bargaining unit position within the Town provided that such employee is more senior to the employee to be displaced and conditioned upon the employee meeting the stated minimum qualifications for the position and fitness and ability being equal. An employee shall be placed on a re-employment list for the position from which the employee was initially laid-off or displaced for a period of twenty-four (24) months. In the event an employee is re-employed from the re-employment list into a new department from where they were laid off/displaced, they will serve a six (6) month trial period. If the employee does not satisfactorily pass the trial period, they will be reinstated to the re-employment list for the duration of the twenty-four (24) month period. Offers of employment to positions for which a re-employment list exist shall be made from such list prior to offers being made from other employment lists for that position.

**ARTICLE XVIII GRIEVANCE PROCEDURE**

1. A grievance is defined as a dispute or disagreement concerning an employee’s wages, hours, or other conditions of employment, or concerning any matter affecting his health or safety, or concerning any separation from service, suspension, fine, or other disciplinary action. The dispute or disagreement can exist between the Town and the Union concerning an employee, a group of employees, or the Union.

2. Grievances shall be filed and processed through the steps of the grievance procedure by the Union grievance committee composed of the Chief Steward and such assistant stewards as may be necessary under the particular circumstances. The Union shall inform the Town in writing of the names of the stewards and their successors.

3. The aggrieved employee and a member of the committee shall be allowed a reasonable amount of time without loss of pay, during regularly scheduled working hours, for investigation and presentation of the grievance; provided that the employee and the committee member have given prior notice to their respective immediate supervisors, and further provided that such absence is reasonable and would not be unreasonably detrimental to the work programs of the Town. Supervisory personnel and the Union recognize that all grievances shall be processed as expeditiously as possible and during normal working hours when practical.
4. The Chief Steward may informally meet with the Director of Labor Relations at any time and from time to time to resolve any grievance.

5. (A) No grievance shall be heard unless it is presented at Step 1 in writing to the aggrieved employee’s department head within twenty-eight (28) calendar days after the aggrieved employee or the Union knew or should have known of the incident giving rise to the grievance, whichever first occurs. In the event of a grievance involving an incident in which the Town is required by this agreement to give notice, the twenty-eight (28) days shall not commence until the Town has appropriately complied with the notice requirement.

(B) At Step 1, the Chief Steward may present a grievance to the aggrieved employee’s department head. If the department head deems it appropriate, the aggrieved employee’s immediate supervisor or division head may participate in the decision process of Step 1 in addition to participating as resource personnel. The department head will discuss and give an answer to the grievance within seven (7) calendar days after its receipt. A grievance not resolved at Step 1 within seven (7) calendar days may be taken to Step 2 within seven (7) calendar days after the decision at Step 1 or within fourteen (14) calendar days after the Step 1 grievance was presented, whichever is earlier. In the event of a grievance regarding the application or interpretation of any provision of Article XVII of this Agreement, Step 1 shall be the filing of the grievance with the Director of Human Resources rather than the department head.

If the grievance is taken to Step 2, the Chief Steward shall present the grievance to the First Selectman or his or her representative. The First Selectman or his or her representative may discuss and shall give an answer to the grievance within fourteen (14) calendar days after its receipt. A grievance not resolved at Step 2 within the fourteen (14) calendar days may be taken to Step 3 within fourteen (14) calendar days after the decision at Step 2 or within twenty-eight (28) calendar days after the Step 2 grievance was presented, whichever is earlier, provided it alleges a violation by the Town of an express provision of this agreement.

(C) If the grievance is taken to Step 3, the Chief Steward shall present the grievance to the American Arbitration Association pursuant to its procedures. Said Association shall hear and act upon such dispute insofar as it is empowered to do so in accordance with its rules and the terms of this agreement and shall render a decision which shall be final and binding upon all parties.

(D) Whenever a grievance is taken to any step in the Formal Grievance Procedure, it shall be in writing and shall set forth the nature of the grievance, the facts on which it is based, the provisions of this Agreement allegedly violated, and the remedy requested.

(E) If the Union shall fail, for due cause, to take a grievance to a higher level within the specified time limit, then the time limit shall be extended so as to allow the Union to take the grievance to the higher level, provided, however, that if the grievance has not been resolved or taken to Step 3 within ninety (90) calendar days after it was filed, the grievance shall be dismissed.
(F) Any resolution or adjustment of a grievance at Step 1 or 2 shall be without precedent or prejudice with respect to any other grievance.

6. The time limits provided for in Section 5 of this Article may be modified by a written mutual agreement.

7. During the pendency of any grievance concerning separation from service or suspension, the aggrieved employee shall be entitled to keep his insurance as set forth in Article XI of this agreement in effect by making payments to the Town of the total amount of insurance premiums for his coverage.

8. The Town or the Union may act by a duly appointed representative.

9. The parties shall share equally the costs of any arbitration or necessary facilities at Step 3. All other costs shall be borne by the party incurring them, except if the arbitrator at Step 3 shall determine that an award of costs, including a reasonable attorney’s fee, is appropriate, he may make such an award as a part of his decision.

10. The arbitrator(s) shall have no power to add to, subtract from or in any way change or modify any of the provisions of this agreement nor to render any decision which conflicts with a law, ruling, or regulation binding upon the Town. The arbitrator(s) shall likewise have no power to imply any obligation upon either the Town or the Union which is not specially set forth in an express provision of this agreement. Awards may not be retroactive beyond twenty (20) days prior to service of the written grievance at Step 1.

ARTICLE XIX MISCELLANEOUS EMPLOYEE NOTICES

1. Following the approval of the Agreement by the Represented Town Meeting, the Town shall provide each Union Steward with a copy of the Agreement and shall provide a copy to each Public Works and Parks shed. An electronic version of the Agreement shall be available on the Town’s web site.

2. The Town shall provide to each employee, when hired, a copy of the collective bargaining agreement, inform the employee of all benefits to which the employee is entitled, and of all obligations required of him/her.

3. Upon request of the Chief Shop Steward, the town shall provide copies of all injury reports for bargaining unit members within a reasonable time frame.

4. The Town shall give the Union written notification of the hiring of each employee and his classification and his initial shift and hours, and of all changes in classification, promotions, and transfers. The Town shall provide the union and affected employees with copies of revised job descriptions highlighting modifications.

5. The Town shall post the accumulated vacation and sick leave for each employee on the employee’s pay advice.

6. Appendix XII shall govern the employee use of Town owned vehicles.
7. An employee assigned to Nathaniel Witherell shall not be required to transport residents in their personal vehicle.

8. The Town’s “Drug and Alcohol Free Workplace” section 8.9 of the Human Resources Policy manual is made part of this Agreement. If the Town changes the foregoing policy, it will inform the Union of any such change.

9. All employee reimbursements from the Town including but not limited to transportation, automobile, tuition, conferences, seminars, professional development, etc. shall be made by direct deposit to the employee’s financial institution.

ARTICLE XX CATEGORIES OF EMPLOYEES

1. The following categories of employees shall be the only categories of employees of the Town who are members of this unit or perform bargaining unit work:

(A) Regular Full-Time Employee: An employee scheduled to work the standard full time workweek for their position.

(B) Regular Part-Time Employee: An employee scheduled to work twenty (20) hours or three shifts per week, an employee assigned to Nathaniel Witherell scheduled to work twenty-two and one-half (22.5) hours or three (3) shifts per week and Certified Nursing Assistants and Licensed Practical Nurses who are scheduled to work seven (7) or fewer shifts per bi-weekly payroll period.

(C) Permanent Full-Time and Part-Time Employee: A regular full or regular part-time employee who has completed his/her probationary period.

(D) Probationary Employee: A regular full-time or part-time employee of the Town who has not completed his/her probationary period. The probationary period for a full-time employee shall consist of twenty-six (26) weeks of work beginning at the date of appointment. The probationary period for a part-time employee shall consist of fifty-two (52) weeks of work beginning at the date of appointment. A probationary employee is not eligible for transfer. A probationary employee shall be paid at the probationary rate while serving in his or her probationary period. Prior to the expiration of such period of probation, the appointing authority may discharge such probationary employee at will, but if not discharged, the appointment shall become complete.

(E) Part-Time Hourly Employee: An employee who works an average of less than twenty (20) hours per week. In no event shall a part-time employee be covered by the terms and conditions of this collective bargaining agreement and such employee shall at all times remain an at-will employee except for Certified Nursing Assistants and Licensed Practical Nurses.

(F) Seasonal Employee: A non-bargaining unit employee hired on a full time or part time basis to perform bargaining unit work between May 15 and December 1 except for nonbargaining unit employees assigned to work at the following facilities: golf course
between March 15 and December 15, skating rink between August 1 and March 31, parks division between April 1 and November 30 and marine facility operations between April 30 and November 30. In no event shall a seasonal employee be considered an employee covered by the terms and conditions of this collective bargaining agreement and such employee shall at all times remain an at-will employee.

(G) Emergency Employee: Any employee appointed pursuant to Section 5 of Article XVII.

(H) Temporary Employee: A non-bargaining unit employee hired to perform bargaining unit work for one of the following reasons: (i) pursuant to Section 5 of Article XVII, (ii) work for which no employment list exists, or (iii) to cover absences due to medical leave or other approved leave of absence. A temporary employee shall not be employed for a period greater than one hundred and twenty consecutive (120) calendar days in any six-month period. In no event shall a temporary employee be considered an employee covered by the terms and conditions of this collective bargaining agreement and such employee shall at all times remain an at-will employee. The Board of Education may employ temporary non-bargaining unit employees to perform Custodian II work during summer shutdowns. The employment of such temporary Custodian IIs shall not exceed thirty-five hours per week and shall not be employed for a period to exceed eight weeks.

2. A regular full-time and a regular part-time employee, when employed in a classification set forth in Appendix I, shall become members of the bargaining unit. A part-time hourly, temporary, seasonal and emergency employee shall not become members of the bargaining unit.

3. A regular full-time employee shall receive all benefits. A regular part-time employee shall receive only the benefits of holiday pay, sick leave and vacation pay.

ARTICLE XXI EMPLOYEE DISCIPLINE

1. No permanent employee shall be disciplined or discharged except for just cause, which shall include (a) inefficiency or incompetence, (b) insubordination, (c) misconduct, (d) disability, (e) other due and sufficient cause. Any probationary employee may be discharged at any time within his probationary period and no such discharge shall be grounds for a grievance unless based upon discrimination against the employee.

2. The Town shall not discharge a probationary employee for the purpose of avoiding the filling of the position on a permanent basis.

3. Except in a situation requiring immediate action, a Steward shall be present at any meeting with an employee at which the Town intends to suspend or discharge said employee.

4. The Town shall give the Union copies of all disciplinary letters as given.

5. An employee shall have the right, to be exercised reasonably, to review any material contained in the employee’s personnel files.
APPENDIX I

BASE WAGE SCHEDULE

Effective and retroactive to July 1, 2019, all wage rates contained in the base wage schedules in effect on June 30, 2019 shall be increased by one and one half percent (1.5%).

Effective and retroactive to July 1, 2020, all wage rates contained in the base wage schedules in effect on June 30, 2020 shall be increased by one and one half percent (1.5%).

Effective and retroactive to July 1, 2021, all hourly rates on the base wage schedules in effect on June 30, 2021 shall be increased by two and one quarter percent (2.25%).

Effective July 1, 2022, all hourly rates on the base wage schedules in effect on June 30, 2022 shall be increased by two and one quarter percent (2.25%).
6. Failure to follow the procedures outlined in this Article shall not prejudice or be used as a factor in any arbitration as to the issue of the just cause of the discipline imposed.

**ARTICLE XXII LENGTH OF CONTRACT**

1. This agreement, except for those provisions specifically stated to take effect as of another date, shall take effect as of the date on which the Representative Town Meeting approves the resolution with respect to this Agreement. Within fifteen (15) days after such approval, the parties shall sign this Agreement. Any provisions of this Agreement which are expressly designated as retroactive shall be retroactive for employees and retirees, but not for former employees who have been terminated or have resigned prior to the date on which the Agreement is signed by both parties. This Agreement shall remain in full force and effect up to and including June 30, 2023. The terms of this Agreement shall be applicable to employees assigned to Nathaniel Witherell.

2. Not more than ten (10) members of the negotiating committee of the Union shall be granted leave from duty with pay for all necessary meetings between the Town and the Union concerning negotiation of the terms of the successor agreement, when such meetings take place during a time when such members are scheduled to be on duty, as long as the time off does not interfere prohibitively with Town business in which case the meeting shall be properly rescheduled.

3. All matters subject to collective bargaining between the parties have been covered, and neither this Agreement nor any part of it may be opened prior to its expiration date for changes in its terms or the addition of new subject matter except as expressly provided in this Agreement. Any other agreements, understandings or practices, either written or oral, regarding terms and conditions of employment shall be terminated and superseded by the terms of this Agreement.

Dated: Greenwich, CT

For Local 456, I.B.T.  
By: [Signature]  
Louis A. Picani  
President

For the Town of Greenwich  
By: [Signature]  
Fred Camillo,  
First Selectman

By: [Signature]  
Michael Mason,  
Labor Relations
## APPENDIX II

### BASE WAGE SCHEDULE

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<th>Grade</th>
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<th>7/1/2021</th>
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<td>Marine Technician (Parks &amp; Rec.) *</td>
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<td></td>
<td>Traffic Operations Maintenance Foreman *</td>
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</table>
1. The following stipends shall be paid and are subject to the terms governing each stipend as set forth below.

B. **Head Custodian assigned to Parkway School.**

The Head Custodian assigned to the Parkway School shall be required as a condition of employment for such assignment to possess and maintain a State of Connecticut “Water Treatment Plant Operator Conditional” license. In addition to the duties and responsibilities as contained in the official job description for Head Custodian, the Head Custodian assigned to the Parkway School shall be required to perform the daily duties necessary in operating the well water system at the Parkway School consistent with the Connecticut Department of Public health regulations governing a “Public Water System” including but not limited to routine checking of pumps, adding salt to the water softener, maintaining soda ash levels and taking daily water samples for testing and recording of pH levels and reporting such pH levels to the state on a monthly basis.

As compensation for possessing and maintaining the license and performing the duties as described above, the Head Custodian assigned to Parkway School shall receive an annual pensionable stipend of $3,300 paid in two equal $1,650 payments in December and June of each year. The Head Custodian shall be permitted reasonable time off with no loss of pay to attend the required mandatory training hours required for maintaining the required license. C. **DPW Inspector Equity Stipends.**

Incumbents in the classifications listed below receive an annual pensionable stipend of $3,000. The stipend shall be paid in two equal $1,500 payments in June and December of each year. The classifications are: Sewer Quality Control Inspector, Highway Inspector, Highway Inspector and Infiltration and Inflow Inspector.

D. **Fleet Department Certifications.**

An employee classified as a T-14 Shift Supervisor, ASE Certified Master Technician and a T-13 Heavy Duty Vehicle Technician shall be eligible for an annual $600 pensionable stipend for each ASE-A, ASE-T or EVT certification over and above that required to satisfy the minimum qualifications for the employee’s classification. The stipends shall be made in a single payment in July of each year.

The total amount of the annual stipends for achieving and maintaining such certifications shall not exceed three thousand dollars ($3,000).

E. **Incumbents in the classification of HVAC Repair Maintenance Mechanic who possess and maintain and EPA Universal certification in Refrigerant shall receive an annual pensionable stipend of $2,000.** The stipend shall be paid in two equal $1,000 payments in June and December of each year.
F. A Tree Foreman who possesses a valid State of Connecticut Arborist’s license shall receive an annual pensionable stipend of $1,500. The stipend shall be paid in two equal $750 payments in June and December of each year.

G. An employee is the classification of Building Maintenance Mechanic, Instrumentation Mechanic or HVAC Repair Mechanic who possesses an E-1 contractor’s electrical license or E-2 unlimited electrical journeyperson license or a P-1 contractor’s plumbing license or P-2 unlimited plumbing license or an Unlimited HVAC Contractor/Journeyperson HVAC license (S-1, S-2) recognized in the State of Connecticut shall receive a $3,000 annual pensionable stipend. The stipend shall be paid in two equal installments of $1,500 in June and December of each year.

H. The Building Maintenance Mechanic designated to perform these duties and responsibilities shall receive an annual pensionable stipend of $2,150 paid in two equal payments of $1,075 in December and in June of each year. In the event “BOE Key System” duties and responsibilities are transferred to another Building Maintenance Mechanic, the stipend shall be pro-rated among the employees who were assigned this work.

The “BOE Key System” duties and responsibilities shall include the following:

- Securing keys, locks, key codes and all materials associated to the key system in a manner to maintain the integrity of the system.

- Cutting keys and changing lock combinations.

- Maintaining records of keys created and locks installed.

- Maintaining an inventory sufficient to the needs of the District.

- Ordering supplies and tools.

- Other duties and responsibilities that may be reasonably associated with the “BOE Key System”.

1. The classifications followed by an asterisk (*) are classifications which have supervision as an essential function and subject to Article XVII, paragraph C.
APPENDIX III

NATHANIEL WITHERELL BASE WAGE SCHEDULE

Hourly Rates, Post July 2005 Hired Employees

Effective and retroactive to July 1, 2019, all wage rates contained in the base wage schedules in effect on June 30, 2019 shall be increased by one and one half percent (1.5%) However, in lieu of the foregoing wage increase, LPNs and CNAs working at The Nathaniel Witherell will receive an off-base lump sum payment equal to one and three quarters percent (1.75%) of the employee’s annual compensation based on the employee’s regularly scheduled hours of work.

Effective and retroactive to July 1, 2020, all wage rates contained in the base wage schedules in effect on June 30, 2020 shall be increased by one and one half percent (1.5%) However, in lieu of the foregoing wage increase, LPNs and CNAs working at The Nathaniel Witherell will receive an off-base lump sum payment equal to one and three quarters percent (1.75%) of the employee’s annual compensation based on the employee’s regularly scheduled hours of work.

Effective and retroactive to July 1, 2021, all hourly rates on the base wage schedules in effect on June 30, 2021 shall be increased by two and one quarter percent (2.25%).

Effective July 1, 2022, all hourly rates on the base wage schedules in effect on June 30, 2022 shall be increased by two and one quarter percent (2.25%).

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<th>Classification</th>
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<th>7/1/2020 1.5%</th>
<th>7/1/2021 2.25%</th>
<th>7/1/2022 2.25%</th>
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APPENDIX IV

NATHANIEL WITHELL BASE WAGE SCHEDULE

Hourly Rates, Pre July 2005 Employees

<table>
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<tr>
<th>Classification</th>
<th>7/1/2019</th>
<th>7/1/2020</th>
<th>7/1/2021</th>
<th>7/1/2022</th>
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<td>Job Rate (1.5%)</td>
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<td>$22.8636</td>
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<td>Certified Nursing Assistant</td>
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APPENDIX V

CLOTHING

The Town of Greenwich will provide three (3) complete uniforms or the appropriate equivalent to all bargaining unit members except as otherwise specifically provided below. The Town shall determine the type of uniform to be worn by employees. Uniforms may either be purchased by the Town and distributed to employees or employees may be required to obtain uniforms at a supplier selected by the Town at no cost to the employee. The Town shall provide an appropriate winter work jacket to employees required to perform outdoor work during the winter months.

This Appendix III shall not apply to employees in the classifications as set forth in Article XV (3) of the collective bargaining agreement.

Personnel in the Fleet Department, Sewer Department and the Waste Disposal Division of the Department of Public Works shall be supplied with three (3) complete uniforms and three (3) coveralls. Additional coveralls shall be available for equipment operators required to assist auto mechanics and employees assigned to the coat (tack coat) operation.

Foul-weather gear shall be provided for employees required to work outside during inclement weather. The foul weather gear provided for such employee shall consist of rain jacket, rain pants and rubber boots. Individual heavy coats will be available for auto mechanics when working outside during inclement weather.

All employees who are furnished uniforms shall wear the complete uniform during all hours of employment. The Town will supply gloves where required.

Bargaining unit members who are required to wear protective footwear for the performance of their jobs, will be eligible to receive up to $175 each fiscal year for the purchase of protective footwear. There will be no limit as to the number of pairs of shoes the employee may purchase, but all footwear must be purchased from the Town designated vendor if the vendor carries the required footwear.

If an employee purchases shoes in excess of the $175, the employee will be personally responsible for the difference. If the employee chooses not to spend the entire amount there will be no refund of the difference.

As safety shoes are considered Personal Protective Equipment (PPE), the Town’s Safety Analyst will make the final determination as to the appropriate footwear for each position based on the job requirements. The Union will appoint four (4) of their members to a committee to work with the Safety Analyst on the safety shoe program.

In addition, bargaining unit members with the classification of Tree Climber will receive the $175 amount mentioned above, and will also be entitled to up to $210.00 for the purchase of logging boots, chainsaw lanyard, and jean style chainsaw pants. There will be no limit as to the amount of clothing the employee can purchase, and Tree Climbers will be eligible for reimbursement for
these specific items up to the $210 limit. Purchase of items in excess of $210 are the responsibility of the employee. Tree climbers will not be required to make this purchase from the Town vendor.

APPENDIX VI

ALLOCATION OF POSITIONS TO SALARY GRADES

The collective bargaining agreement between the Town and Teamsters Local 456 provides for a salary schedule to which all bargaining unit positions are allocated to one of fourteen (14) salary grades. It is recognized that the Town is required under "MERA" to negotiate with the appropriate bargaining representative as to the allocation to salary grades of newly created classifications recognized to the bargaining unit and the allocation to salary grades of existing classifications recognized to the bargaining unit for which the Town has modified the positions duties and responsibilities.

Teamsters Local 456 recognizes the Town's managerial right to establish new classifications, to reclassify existing classifications and to amend the duties and responsibilities of existing classifications subject to the aforementioned duty to negotiate as to the salary grade placement.

In order to provide for an effective method to satisfy these requirements, the parties have agreed to follow the procedure as set forth below in determining the proper salary grade allocation for newly created classifications and reclassified classifications to the bargaining unit.

2. The Department of Human Resources shall, prior to posting, forward a copy of a new job classification, reclassified job classification or amended job description to the Chief Shop Steward of Teamsters Local 456 that shall include the proposed or existing salary grade placement.

3. The Chief Shop Steward shall notify, in writing, the Director of Human Resources within seven (7) business days from receipt of such job classification as to its position as to the proposed salary grade placement.

4. In the event of a disagreement regarding the proposed salary grade placement the following procedure shall be followed in place of the Article XVIII grievance procedure. The parties shall meet to discuss the issue of salary grade placement for such classifications within ten (10) business days from receipt of such notice. The Town agrees not to post for such classifications until the aforementioned meeting. In the event the salary grade placement is not resolved at this step in the procedure, the Town may post the classification and proceed to fill the classification.

Arbitration: Either the Town or the Union may proceed to arbitration pursuant to the American Arbitration Association's expedited procedures. The party requesting arbitration shall notify the other party in writing of its intent to arbitrate within five (5) business days from the date of the meeting held pursuant to paragraph 3 above. The parties may mutually agree to waive the five (5) day requirement. A notice to arbitrate shall be sent by the party seeking arbitration to the appropriate arbitrator with a copy to the other
party. The notice to arbitrate shall include the classification (s) in dispute. The cost of the arbitration shall be split equally between the Town and the Union.

APPENDIX VII

CUSTODIAN II TRANSFER PROCEDURE

When the Town determines to fill a vacant Custodian II position (full-time or part-time) the following town-wide transfer procedure shall be followed:

1. The Department of Human Resources shall electronically send to each Head Custodian or appropriate Custodian II supervisor a Notice of Transfer listing the location and shift of the Custodian II position to be filled by transfer and shall post such notice on the Town's web page. The Head Custodian or appropriate supervisor shall be responsible for delivering a copy of the transfer notice to each Custodian II within their jurisdiction within five (5) business days from the issue date of the Notice of Transfer. The Head Custodian or the appropriate supervisor shall document and preserve information sufficient to indicate that the Notice of Transfer was delivered to each Custodian II in the event that a claim is made by a Custodian II that he or she was not notified of the Notice of Transfer.

In the event that a Custodian II is absent from work during this five (5) calendar day period, the Head Custodian or appropriate supervisor shall mail the transfer notice, return receipt requested, to the Custodian II's home address on file with the Town within the five (5) calendar day period and such mailing shall constitute delivery of the notice. A probationary Custodian II shall have one opportunity to transfer during the probationary period and if transferred, the Custodian II shall be required to begin a new full probationary period.

2. A Custodian II who is interested in applying for the transfer shall submit a completed transfer application to the Department of Human Resources within the transfer request period as set forth on the transfer notice. In no event shall the transfer request period be less than five (5) calendar days from the close of the one-week period for delivery of the transfer notices. A Custodian II who is considering applying for a transfer may request to visit the building he or she is applying for within the five (5) calendar day posting period. The scheduling of such visit shall be made with the building's Head Custodian or Building Supervisor, and shall be scheduled during the Custodian II's off-duty hours. This visitation opportunity shall not apply to positions located at the Public Safety Complex.

3. The Department of Human Resources shall forward to the appointing authority the transfer application of the most senior qualified Custodian II who submitted a transfer request first within the same department where the vacancy exist, and if there is no such individual, then the most senior qualified Custodian II who submitted a transfer request on a townwide basis. Except for a position in the police department, when an offer of transfer is made, the Custodian II shall respond to the offer within twenty-four (24) hours from being offered the transfer. If there is no response within this twenty-four-hour period, it shall be deemed a declination of the offer of transfer. If the position is in the police department, the
Custodian II shall have five (5) days to respond to the offer to the offer. If there is no response within the five (5) day period, it shall be deemed a declination of the offer of transfer.

4. In the event there are no Custodian II applicants or no qualified Custodian II applicants for the transfer, the Town shall fill the vacancy pursuant to the terms of Article XVII (Appointments).

5. A claim by a Custodian II that he or she did not receive notification of the vacancy pursuant to the requirements of this procedure shall not be subject to the grievance procedure and shall not be grounds to set aside any resulting transfer.
APPENDIX VIII

SUBCONTRACTING PROCEDURES

The Town and the Union agree to the following procedures for subcontracting/transfer nonemergency bargaining unit work. For purposes of this provision subcontracting/transfer of nonemergency bargaining unit work is defined as a decision by the Town to have non-unit employees, contractors, etc. perform work that has been performed or logically could be performed by existing bargaining unit employees. The Town may subcontract/transfer non-emergency bargaining work to non-unit employees, contractors, etc. under the conditions set forth below without negotiations with the Union as to both the decision to subcontract/transfer or impact of such decision on the bargaining unit and/or unit employees. The Town shall however notify the Union of its decision to subcontract such work to include the nature of the work to be performed.

- The subcontracting/transfer of bargaining unit work does not vary significantly in kind or in degree from what had been customary under past practice; or

- The subcontracting/transfer of bargaining unit work has no demonstrable adverse impact on the bargaining unit.

In the event the Town desires to subcontract/transfer non-emergency bargaining unit work not otherwise provided above the Town shall complete the Request to Subcontract/Transfer Work annexed hereto as Appendix A and submit the completed request to the Chief Shop Steward. The Chief Shop Steward shall complete the Union portion of the Request to Subcontract/Transfer Work indicating the Union agreement or rejection of the request to subcontract/transfer nonemergency bargaining unit work. For the purposes of this Agreement and the Municipal Employees Relations Act (MERA) the Union’s agreement to any such request shall be deemed as an agreement to the specific request to subcontracting/transfer non-emergency bargaining unit work and shall not constitute a past practice. The Chief Shop Steward or designee shall return the completed Request to Subcontract/Transfer Work to the Town within five business days from the date the request was received by the Union. In the event the Union agrees to the request and such subcontracting/transfer of non-emergency bargaining unit work has a demonstrable adverse impact on the bargaining unit the Union may demand to negotiate the impact of the subcontracting/transfer on the terms and conditions of employment of unit employees. Any demand to negotiate the impact of the subcontracting/transfer of non-emergency bargaining unit work shall be made on the Request to Subcontract/Transfer Work form. The Town may proceed with the subcontracting/transfer non-emergency bargaining unit work during such impact negotiations. In the event of an impasse in such impact negotiations either party may request interest arbitration pursuant to MERA to resolve such impasse. In the event the Union rejects the request to subcontract/transfer non-emergency bargaining unit work the Town may request interest arbitration pursuant to MERA to resolve such impasse. The Town shall continue to have the right to subcontract/transfer bargaining unit work in emergency situations without negotiations with the Union on the decision to subcontract/transfer bargaining unit work and on the impact on the bargaining unit and/or unit employees. For purposes of this provision an emergency situation shall be defined as an unanticipated situation for which the health, welfare and safety of individuals and/or potential or actual damage to property requires immediate remedial action. The Union may
file a grievance of any alleged violation or misapplication of the express terms of this provision directly to Step II of the grievance procedure.
Appendix A

Town of Greenwich
Request to Subcontract/Transfer

Work Teamsters Local 456

Department/Division: __________________________ Date: __________________________

This request to subcontract/transfer non-emergency bargaining unit work is made pursuant to the terms of Article of the collective bargaining agreement.

Describe project to be subcontracted:

Name of Contractor:

Expected duration of project: From ___________ To ___________

Will bargaining unit employees work on project: Yes ☐ No ☐

Department Head Signature: __________________________

Union Approves Request ☐ Union Disapproves Request ☐

Union demands to negotiate impact of subcontracting/transfer of non-emergency bargaining unit work as follows:

Chief Shop Steward __________________________ Date __________________________

The Union must return this completed form to the Department head within five business days from date of receipt.

APPENDIX IX

DENTAL BENEFITS

Effective Date __________________________ First day of the first month following date of employment

Eligibility __________________________ Active regular full-time employee

DENTAL BENEFITS
Calendar Year deductible

per person .............................................................................................................. $50 per
Family Unit.......................................................................................................... $150

The deductible applies to these Classes of Service:
  Class B Services – Basic
  Class C Services – Major
  Class D Services – Orthodontia

Dental Percentage Payable

| Class       | A               | Services-
|-------------|-----------------|-----------------
| Preventive  | 100%            | Services-
| Basic       | 80%             | Services-
| Major       | 50%             | Services-
| Orthodontia | 50%             | Services-

Maximum Benefit Amount

For other than Class D - Orthodontia:
  Per person per Calendar Year........................................................................ $2,500

For Class D- Orthodontia:
  Lifetime maximum per person............................................................................. $2,750 (Age 0 to 19 years old)
  Pre-Existing...................................................................................................... None

APPENDIX X

DEPARTMENT OF PUBLIC WORKS, SEWER DIVISION

EMERGENCY STANDBY COVERAGE AGREEMENT

In order to meet its legal obligations with the Environmental Protection Agency and the Department of Environmental Protection under the Town of Greenwich’s Consent Decree with those respective agencies, an Emergency Response Plan must be maintained for the Sewer Collection and Wastewater Treatment System. The Town of Greenwich and IBT Local 456 hereby
agree to the following employment requirements, coverage procedures, and compensation for employees who staff after hour sewer division standby coverage for alarms and emergencies.

1. **Employment Condition** - As a condition of employment, an employee who accepts employment in the Sewer Division, shall be required to staff a standby coverage schedule on a rotating basis with other Sewer Division employees in the manner set forth below and shall be required to carry an electronic communication device (i.e. pager or similar device) while on such assignment. As a further condition of employment the employees shall reasonably be required to respond to alarms and emergencies during off duty hours. In the event the Town implements changes in the technology that employees will be required to use in staffing the standby coverage schedule, the Town and the Union agree to negotiate any impact, if any, on the terms and conditions of employment for affected employees. In the event the Town implements any significant changes in the work schedule of Sewer Division employees that impacts the terms of this standby coverage agreement, the Town and the Union agree to negotiate any impact, if any, on the terms and conditions of employment for affected employees.

2. **Standby Coverage Schedule** - Sewer Division management shall establish and be responsible for maintaining a twelve (12) month standby coverage schedule. The standby coverage schedule shall be posted and made available to all employees. It is the responsibility of the employee to review the standby coverage schedule and to be aware of his or her standby coverage staffing requirements. The standby coverage schedule shall consist of seven (7) consecutive days covering the overnight hours generally the nine (9) hour period from 10:00 p.m. to 7:00 a.m. Sewer Division management may adjust the schedule if necessary to address the business and operating needs of the Waste Water Treatment Plant, Pump Stations and Collection System providing employees with the notice as required in Article II, Section 8. For periods outside of the standby coverage schedule the standard call-in procedures will remain in effect.

The employee assigned to the standby coverage schedule shall be responsible to carry the electronic communication device and to respond to alarms and emergencies as further set forth in this paragraph. Upon receiving an alarm or emergency communication the employee shall call a qualified sewer division employee with the fewest overtime hours for that quarter requesting the employee to respond to the alarm or emergency. The employee on the standby coverage schedule who received the alarm may also be required to respond if circumstances warrant it. Responding employees shall be compensated pursuant to the terms of Article III, section 14. In lieu of the overtime equalization requirements provided in article III, section 11, the equalization of overtime requirements for sewer division employees shall be based among all employees regardless of classification. If the standby coverage employee exhausts the overtime list (i.e. no one will respond) his/her overtime hours will not be counted toward overtime equalization.

In the event the employee who is to staff the standby coverage schedule is unable to perform the standby coverage assignment the employee may, for good reason, be replaced by another qualified employee from within the sewer division who accepts the standby coverage assignment. It shall be the responsibility of the employee seeking relief from the standby coverage schedule to secure a qualified replacement and notify sewer management of the name of the
replacement. If a qualified replacement cannot be found the employee scheduled for the standby coverage schedule shall be required to provide the standby coverage as scheduled.

3. **Standby Coverage Employee Responsibility** - The employee who is staffing the standby coverage schedule shall have the electronic device with him or her at all times during the coverage period. In the event the employee receives an alarm or emergency, the employee shall make an assessment as to whether or not an immediate response is required. If the employee determines that an immediate response is required, the employee shall determine the manner of the response and, using a previously prepared overtime list, call employees to respond to the alarm or emergency. Moreover, the standby employee would be available to call additional employees from the previously prepared overtime list into work based upon what was learned in the field inspection. Finally, should the standby employee be unable to get anyone to respond to the alarm, or if there is the need for additional staff, the standby employee shall be required to respond to the alarm and be compensated pursuant to the terms of Article III, section 14. In the event Sewer Division Management disagrees with the methods and/or manner reasonably employed by the employee who is staffing the standby coverage schedule in responding to an alarm or emergency, such disagreement shall not result in formal disciplinary action taken against the employee.

4. **Compensation** - The employee who is staffing the standby coverage schedule shall receive a payment for staffing the seven-day standby coverage schedule in the amount of $615.00 per week. The payment shall be prorated on a per diem basis for staffing the standby coverage schedule for periods less than seven (7) days.

**APPENDIX XI**

**ISLAND CARETAKER**

**TERMS AND CONDITIONS OF EMPLOYMENT**

The Town of Greenwich and Teamsters Local 456 agree to the following terms and conditions of employment for the Island Beach and Great Captain’s Island Caretaker positions for the 2003 season. These terms and conditions were negotiated in recognition of the unique duties and responsibilities required of the incumbent in this position due to the recreational and seasonal nature of the function.

Following the end of each non-peak season, the parties may meet and review the terms of this agreement. Either party may propose modifications to this agreement which shall be the subject of negotiations between the parties.

**Caretaker Work Schedule and Working Conditions**
<table>
<thead>
<tr>
<th>Season</th>
<th>Dates</th>
<th>Description</th>
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<tbody>
<tr>
<td>Peak season</td>
<td>June 1 – September 15</td>
<td>Reside on island 24/7. Regular workday starts at approximately 9:15 a.m. and ends at approximately 7:30 p.m. and the workweek shall consist of seven days. In addition, the employee is required to perform approximately 15 minutes of startup activities at 6:00 a.m. and 30 minutes of shutdown activities at 10:00 p.m. The employee is required to attend to any matters on the island that may occur outside of the regular workday without additional compensation. The employee may take a reasonable amount of time off during the workday to tend to personal business both on and off the Island providing that arrangements are made for appropriate department supervision to be available on the Island.</td>
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<tr>
<td>Non-peak season</td>
<td>September 16 – December 1 1st day of spring – May 31</td>
<td>Maintain residence on island. Regular workweek 35 hours. Some allowance for short departures and flexible scheduling. May be required to respond to off duty calls on the island. Scheduled vacation to be taken during the non-peak periods.</td>
</tr>
<tr>
<td>Off - season</td>
<td>December 1 – last day of winter</td>
<td>No duties assigned, not required to be on call. Residence on island optional.</td>
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</table>

The employee’s vacation shall be scheduled during the non-peak season except that occasional single vacation days may be approved during the peak season.

While residing on island during non-peak and the off-season, the caretaker will be required to contact the Greenwich Police Department front desk via radio twice a day; at 8:00 a.m. and at 8:00 p.m.

The employee may be required to perform job duties at locations within the Town other than the island to which assigned during the peak and non-peak seasons.

Required to own, maintain and use personal boat for the purpose of transportation to and from the island. The boat must be determined by the Town as adequate for such purpose on a year round basis. The Town will supply gas for business related use of the boat.
The Town shall provide an electronic communications device to the employee for business and personal use. The employee shall reimburse the Town for any personal use that exceeds the monthly plan cost to the Town. The employee shall not be eligible to receive the contractual pager (or other electronic communication device) stipend.

The Town will provide appropriate docking space during the peak season and, weather permitting, during the non-peak season. During the non-peak season, if weather prevents the installing of appropriate docking space, the Town will provide an appropriate vehicle on the island for the hauling and launching of the employee’s boat. If during the non-peak season, either appropriate docking space or vehicle is not provided, the employee will not be required to reside on the island.

**Living Arrangements:**

The Town will provide year round living accommodations for the caretaker.

**Employee Responsibilities:**

The employee will be responsible to keep the living quarters clean and neat. The employee shall be responsible to make minor repairs to the living quarters (example: faucets washers). The employee will responsible to perform general maintenance and minor repairs on all pumps and generators at the island and keep detailed records of such. He will be responsible for painting the interior of the living quarters subject to the approval of the Superintendent of Building Construction & Maintenance. Building Construction & Maintenance will provide all the necessary tools and material needed to complete the job. The employee shall, in no way, alter the interior or exterior of the living quarters without approval of the Superintendent.

**Town Responsibilities:**

The Town will be responsible for all utility costs. The Town will be responsible for all major repairs to both the interior and exterior of the living quarters, including painting the exterior of the building.

**APPENDIX XII**

**EMPLOYEE USE OF TOWN OWNED VEHICLES**

As a condition of employment, an employee is responsible for commutation to and from his or her work location without any additional compensation from the Town. The practice of permitting employees to use a Town vehicle to commute to and from home is terminated. Due to business necessity, the Town may from time to time provide a Town owned vehicle to an employee to enable the employee to more efficiently perform his or her job responsibilities. Employees who are permitted the use of a Town owned vehicle are subject to the following conditions:

A. There is no expectation that the use of such vehicle shall become a permanent arrangement, practice or otherwise a contractual obligation on the part of the Town to the employee and that the Town may unilaterally modify or discontinued the arrangement. In the event the Town determines to modify or discontinue the employee’s use of the Town owned vehicle,
the employee shall not be entitled to any compensation for such modification and/or discontinuance and Local 456 expressly waives any right and relieves the Town of any obligation to negotiate the impact of the Town's determination in this regard.

B. An employee, who is authorized by the Town to use a Town owned vehicle, shall be required to adhere to the Town's policy No. 414.0 (Town of Greenwich Vehicle Use Policy) as such policy may be adopted by the Town from time to time.

C. The Town and Local 456 expressly acknowledge that this is the complete agreement on the subject of the use of Town owned vehicles and that any practice, written or oral understanding, or other agreements of any kind are superseded and replaced by the Terms of this Appendix XV.

APPENDIX XIII

SCHOOL HEAT ALARM RESPONSE OPERATING PROCEDURE AND EMPLOYEE RESPONSIBILITY AND COMPENSATION

The Board of Education and Local 456 IBT have agreed on the following procedure for responding to heat alarms during off duty hours during the designated heating season. The procedure, employee responsibilities and the compensation to be provided to affected employees are as follows:

- There shall be a designated rotation of two (2) employees from among the classifications of building maintenance mechanic, instrumentation mechanic and HVAC Repair Technician (Stand-By Employees) to be on stand-by each day during the heating season; one from the road crew for K-8 and one from the employees assigned to Greenwich High School. The heating season shall be designated by the BOE beginning on or about December 1 and ending in mid to late March. An electronic communication device shall be provided by the BOE and rotated among the Stand-By Employees.

- The stand-by rotation shall first be developed among the affected Stand-By Employees. An employee may decline to participate in the stand-by rotation if, in management's opinion, sufficient Stand-By Employees are available for a reasonable and operational sound stand-by schedule. In the event a reasonable and operational sound stand-by schedule is not functional, management may develop and implement the stand-by schedule.

- In the event the Stand-By Employee who is designated stand-by is absent from work, the Stand-By employee next in rotation shall be designated stand-by for that day.

- The alarm monitoring company shall page the Stand-By Employee in case of boiler failure at any school.

- Upon receiving a notification from the alarm monitoring company, the Stand-By Employee shall report to the school, reset the boiler, and initiate the troubleshooting routine using the
equipment’s alarm history and log and/or report findings to a supervisor on the next regular workday.

- In the event the Stand-By Employee encounters a problem that he or she cannot solve, multisite alarms, or chronic failures, the Stand-By Employee shall contact the Foreman or the Building Maintenance or Custodial Supervisor for direction.

- Head Custodians shall continue to be primary responder to notifications about motion/security and/or fire alarm problems.

**Compensation**

The Stand-By Employees shall carry the BOE issued electronic communication device and receive the $25 stipend (Article III (17) for each day so assigned. In the event the Stand-By Employee is required to report to work from off duty hours he shall receive the three (3) hour minimum as set forth in Article III (9). In no event shall a Stand-By Employee be eligible for the stand-by stipend for a day when the Stand-By Employee is absent from work.
APPENDIX XIV

NATHANIEL WITHERELL LOCAL 456 INTERNAL TRANSFER AND
HIRING PROCEDURE FOR FULL-TIME CERTIFIED NURSING
ASSISTANT AND LICENSED PRACTICAL NURSE POSITIONS

When the Town elects to fill a vacant full-time Licensed Practical Nurse (LPN) or Certified Nursing (CNA) Assistant position it shall first post for internal shift transfer to fill the position and any resulting vacancies. Nathaniel Witherell management shall post a “Shift Transfer Posting” notice within the facility at the locations where employee notices are typically posted. The notice shall remain posted for a seventy-two-hour period. To be considered for transfer, the employee must submit a written request to the Director of Nursing within the aforementioned seventy-two-hour period. Once such vacancies have been filled, any remaining full-time vacancy(ies) the Town determines to fill shall be filled pursuant to the following procedures.

For a full-time LPN vacancy the following procedure shall be followed:

A qualified part-time LPN, whose name appears on the LPN eligibles list certified by the Department of Human Resources, shall have preference over non-bargaining unit candidates for full-time employment. If more than one qualified part-time LPN is on the eligibles list, the more senior LPN shall have preference for full-time employment. A part-time LPN who has, within the past twenty-four months, a record of any of the following is deemed to be not qualified for full-time employment and may be bypassed regardless of the applicant’s seniority: a written warning/reprimand or other formal discipline, a performance evaluation in which more than two criteria were found below satisfactory, a record of lateness or an absenteeism rate for which they have been counseled. The applicant appointed as a full-time LPN shall serve the required probationary period. A part-time LPN shall not have a claim against the Town under the terms of the collective bargaining agreement due to a determination that the LPN is not qualified and bypassed for full-time employment unless such claim is an express violation of the terms of this provision.

For a full-time CNA vacancy, the following procedure shall be followed:

Nathaniel Witherell management shall post a “Full-Time Job Opportunity” notice within the facility at the locations where employee notices are typically posted. A represented part-time CNA who meets the minimum qualifications and possesses all valid certifications for the position may file an application with the Director of Nursing within the “application period” which period shall be included on the notice but shall not be less than ten (10) business days. The notice shall remain posted for the duration of the “application period.” A part-time CNA who fails to submit a timely application, and alleges for any reason that it was due to the fact that he or she was not aware of the posting, shall not have a claim against the Town under the terms of the collective bargaining agreement.

Following the close of the “application period” the Director of Nursing shall select for fulltime employment the most senior qualified part-time CNA who submitted a timely application. A part time CNA who has, within the past twenty-four months, a record of any of the following is deemed
to be not qualified for full-time employment and may be bypassed regardless of the applicant’s seniority: a written warning/reprimand or other formal discipline, a performance evaluation in which more than two criteria were found below satisfactory, a record of lateness or an absenteeism rate for which they have been counseled. The applicant appointed as a full-time CNA shall serve the required probationary period. A part-time CNA shall not have a claim against the Town under the terms of the collective bargaining agreement due to a determination that the CNA is not qualified and bypassed for full-time employment unless such claim is an express violation of the terms of this provision.

The Town may, concurrent with the process described above, recruit for non-bargaining unit candidates for CNA and LPN positions in the event the internal process fails to produce a qualified candidate willing to accept the position.
APPENDIX XV

EQUALIZATION OF OVERTIME DEPARTMENTAL GUIDELINES

The following guidelines have been developed for the departments of public works and parks and recreation and the Board of Education in implementing the terms of Article III, paragraph 7, Equalization of Overtime on a consistent basis for all employees. These guidelines shall cover the following: notification to employees of overtime opportunities, process for recording instances when an employee declines or is otherwise not available for overtime and documenting overtime worked by each employee. The supervisor notification portions of these guidelines are not required to be followed during emergencies as defined in Article III, paragraph 7(a).

Department of Public Works and Department of Parks and Recreation Notification to Employees of Overtime Opportunities

1. The employee in charge of each work unit as work units are defined in paragraph 7 (A) of Article III shall develop a process to communicate the overtime opportunities to all employees in the work unit. The process shall be consistently applied to like circumstances with the intent to notify all employees of such overtime opportunities with as much advance notice as possible given the circumstances creating the overtime opportunity.

2. When overtime opportunities are communicated to employees during the regular workday there is no requirement to notify employees absent from work of such overtime opportunity. Upon the employee’s return to work the employee is responsible to inquire about available overtime opportunities that may have been announced during his or her absence.

Recording of Overtime, Unavailability and Refusals

3. The employee in charge of each work unit shall maintain an overtime log of all employees in the unit on a weekly, bi-weekly or monthly basis. The overtime log shall include columns for overtime hours worked, overtime hours for which the employee was not available and overtime hours that the employee refused. An employee on leave shall be considered as not available for overtime except for an employee who is on a prescheduled vacation and had previously notified his/her supervisor that s/he available for overtime assignments.

4. An employee shall be considered as not available for overtime if (i) the employee is on leave except for an employee who is on a prescheduled vacation and had previously notified his/her supervisor that s/he is available for overtime assignments during such vacation, (ii) does not answer/respond to a request to work overtime or (iii) who otherwise is unable to be contacted by his or her supervisor. An employee shall be charged with a refusal if the employee was contacted and refused the request to work overtime.

5. The overtime log shall be posted in the work unit or otherwise available for employee inspection.

Equalization of Overtime
6. The total of overtime hours worked, hours marked as unavailable and hours marked as refused shall be used when calculating total hours for equalization of overtime purposes.

7. The overtime logs shall be reviewed on a periodic basis to insure that overtime opportunities are reasonably being offered to all employees on an equal basis by job classification.

8. Nothing contained in these guidelines is intended to exempt an employee from the requirements of Article III, paragraph 7 (C) requiring an employee to be reasonably available for overtime.

Board of Education

9. The Board of Education shall maintain two voluntary overtime lists at the Greenwich High School and at each Middle School. One list shall be for overtime to be worked Monday through Saturday and the second list shall be for overtime to be worked on Sunday.

10. School custodian overtime assignments shall first be offered to a school custodian who is permanently assigned to the school facility where the overtime assignment is to be worked. If the overtime assignment goes unfilled, such assignment shall be filled from the districtwide overtime list.
Town of Greenwich  
Office of the First Selectman  
Alfred C. Cava, Director of Labor Relations  
Memorandum

TO: Roger Taranto, Chief Shop Steward Local 456 IBT
FROM: Alfred C. Cava, Director of Labor Relations
DATE: November 6, 2008
SUBJECT: Prior Practice

The Town has identified and noticed Local 456 that the following practice shall terminate effective with the approval of the 2008 - 2011 collective bargaining agreement.

The practice at Greenwich Library permitting a bargaining unit employee to work “overtime” during the employee’s regular work shift making up such regular work at a later date.