

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF GREENWICH
AND
LOCAL #456 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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July 1, 2014 - June 30, 20164

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**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 VII 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, overseeding, 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 for those employees who sign authorizations permitting such action and a service fee (not to exceed union dues) for those employees who, at completion of their probationary period, have not joined the Union by signing said authorization. Said fee is solely for the purpose of administering and negotiating the labor agreement and any individual paying said fee shall have the right to object and the Union shall have the obligation to justify said fee pursuant to the procedures outlined in Appendix IV.

The Union shall indemnify and save the Town harmless against any and all claims, demands, damages, suits or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with any of the provisions of this section or in reliance on any certification, notice or authorization furnished under the provisions of this section.

8. 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.
9. 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.
10. 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.

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 Town may, for operational and/or business reasons, change the workday and/or workweek, of an employee by providing 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. Supervisory personnel shall not perform Union 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.

ARTICLE III WAGES AND PREMIUM PAY

1. (A) The ~~annual~~ regular wages of employees of the bargaining unit shall be payable at the ~~rates per year~~ 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 may implement a five-day payroll lag without further negotiations with the Union. The lag shall be implemented by delaying the delivery of each bi-weekly pay check by one business day until a five day lag has been accomplished. At termination of employment with the Town, the employee shall be paid the five-days of payroll lag with his or her final paycheck at the rate of pay in effect upon the employee's separation of service with the Town. Following the implementation of the payroll lag, newly hired employees will receive his or her first paycheck on a five day lag basis. It is understood that the result of the implementation of the payroll lag will result in employees receiving fifty-one (51) weeks of regular pay in a fifty-two (52) week period.

(Illustration: Upon implementation of the payroll lag the bi-weekly paycheck that would be due on a Friday will be issued on the following Monday. Thereafter, the next four successive bi-weekly paychecks will be issued on Tuesday, Wednesday, Thursday and Friday thereby creating a five-day payroll lag).

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 (\$.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. 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. 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.

(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 overtime worked, paid holidays, preapproved paid vacation, preapproved paid personal leave, preapproved jury duty, absences for medical appointments pre-approved with a minimum of seven (7) days 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.

(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) 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. An employee's continual refusal or unavailability, without reasonable cause, to work overtime assignments, 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.

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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, ~~whether or not scheduled in advance~~, including custodians at the schools, shall be guaranteed a minimum of three (3) hours at the overtime rate; ~~except in instances where the employee is held over at the end of his regular shift before departing from the premises of the Town~~. 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.
10. Overtime shall be paid only when the work 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 ~~for all or part of a shift~~ shall receive the higher wage rate of pay for the complete shift. 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 of pay for the complete shift 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 ~~first come from the senior employee on the eligibles list for such position, and if no eligibles list exist, from the most senior qualified employee in the department interested in the appointment~~ be made in the same manner as promotions as set forth in Article XVII (1) (C). For purposes of this paragraph a long-term absence shall be defined as a period in excess of fifteen (15) consecutive work days. In the event there is no eligibles 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 V. 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 by the Town shall be required to carry the pager 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 and respond if paged as provided above. Employees assigned to the Sewer division shall be governed by the terms as provided in Appendix XIII annexed to this agreement. 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 and at the high school on the late shift shall be designated as the Lead Custodian. ~~on the late shift in the each of the middle schools and shall~~ The Custodian designated as the Lead Custodian at the middle schools shall be paid at the T-10 wage rate and the Custodian designated as the Lead Custodian at the high school shall be paid at the T-12 wage rate for each shift so assigned. ~~In the absence of the Lead Custodian at the middle schools there is no requirement to designate a Custodian as Acting Lead Custodian. In the absence of the Lead Custodian at the high school the Town will 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:

New Year's Day – January 1	Labor Day
Martin Luther King's Birthday	Columbus Day ^{*ab}
President's Day	Veterans' Day ^{*ab}
Good Friday ^{*a}	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4 th	Christmas – December 25

^{*a} These days are not paid holidays and are considered regular workdays for employees assigned to Nathaniel Witherell.

~~b These days are not paid holidays and are considered regular workdays for employees assigned to the Board of Education. Employees assigned to the Board of Education shall receive two floating holidays each fiscal year to be used in the same manner as vacation days. Floating holidays shall be used during the fiscal year in which earned 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 redeploy employees on Veterans' Day to meet operational staffing requirements.~~

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 and continue to be paid 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.

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)

~~For an employee hired prior to January 1, 1981, annual vacations with pay shall be granted in each fiscal year to each of the following categories as follows:~~

- ~~(i) Commencement of service to completion of six (6) months of continuous service with the Town -- five (5) working days (to be deducted, if granted and taken, from the ten (10) working days due after completion of one (1) year).~~
- ~~(ii) Commencement of service to completion of one (1) year of continuous service with the Town -- ten (10) working days (subject to the deduction of five (5) working days, if granted and taken, as above).~~

~~Commencement of second (2nd) year of continuous service with the Town to completion of fourth (4th) year of continuous service with the Town -- ten (10) working days.~~

~~Commencement of fifth (5th) year of continuous service with the Town to the Town completion of ninth (9th) year of continuous service with the Town and after -- fifteen (15) working days.~~

~~(v) Commencement of tenth (10th) year of continuous service with the Town and after -- twenty (20) working days.~~

~~(B) For an employee hired on or after January 1, 1981, a~~ Annual vacations with pay shall ~~be~~ accrue granted 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.

~~(CB)~~ 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. 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. ~~Requests for vacation leaves during the period from June 1st to November 30th shall be submitted by April 15th in each year; and requests for vacation leaves during the period from December 1st to May 31st shall be submitted by October 15th in each year. Vacation leaves assigned for the period from June 1st to November 30th shall be posted by April 30th in each year; and vacation times assigned for the period from December 1st to May 31st shall be posted by October 31st in each year.~~ 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. Such other scheduling and changes after the selection date shall be allowed only by agreement of the employee and the department head. (Such other scheduling and such 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. ~~If an employee leaves the service of the Town, the employee shall receive one (1) day's pay for each day of unused vacation, and for this purpose, credit for unused vacation leave shall be computed on a monthly basis. If an employee takes his vacation leave and leaves the service of the Town prior to the end of the fiscal year, the Town shall deduct from the employee's last salary check one (1) day's pay for each day of unearned vacation and for this purpose, vacation shall be earned on a monthly basis. 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. In the event that any employee is entitled to vacation leave at the time of his retirement or death, the employee's heirs, or estate, as the case may be, shall receive one (1) day's pay for each day of unused vacation. The amount of vacation leave to be paid shall be the unused vacation balance credited to the employee as of the date of retirement or death.~~

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 vacation 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:

<u>Days accrued</u>	<u>Percent of daily rate</u>
0 - 74 days	no payment
75 - 150 days	50% for all accrued days
151 - 180 days	75% for all accrued days

An employee hired or rehired on or after September 23, 1998 shall not be eligible to receive payment for unused sick leave at retirement as provided herein.

3. Sick leave shall not be considered as a privilege to be used at an employee's discretion, but shall be allowed only in case of (i) the employee's personal illness or physical incapacity resulting from causes beyond his control, or (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 his family who is listed as a dependent for income tax purposes) that require the employee's personal care and attention.

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 absence as soon as possible, and failure to do so within a reasonable time will be cause for denial of sick leave with pay for the period of absence.
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 has accumulated 180 sick days as of June 30 and does not use all of his or her earned sick leave during the fiscal year, will receive one (1) extra paid vacation day (1/2 or full day) in the following fiscal year for each four (4) unused sick days earned during that fiscal year above the 180 days.~~ Effective July 1, 2014 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.

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. ~~A complete report of each accident shall be made to the Director of Human Resources as soon as practical after it occurs. Each department head shall be responsible for the proper enforcement of this requirement.~~ 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. ~~If the Town requires a~~An employee ~~who is to be~~ examined by a physician at the direction of the Town, the employee shall be entitled to a copy of ~~such~~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 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 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 employee, except as otherwise provided in paragraph 2 of this Article, 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. An 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 APPOINTMENTS

An employee shall be entitled to reasonable time off with pay, not to exceed two hours, for necessary medical appointments (excluding dental) which cannot, with reasonable practicality, be scheduled outside of the normal workday. In the event an employee must schedule a medical appointment during the workday it should be scheduled contiguous to the beginning or the end of the workday. Except in the case of an emergency, an employee shall inform his immediate supervisor, in writing, of any such appointment with five work days advanced notice, and time off shall be granted or denied (with reasons specified) in writing. The scheduling of such time off shall be subject to the reasonable needs of the Town, but approval of any request shall not be unreasonably withheld.

ARTICLE XI INSURANCE

~~1. The medical benefits that were in effect for calendar 2012 shall remain in effect until December 31, 2012. Effective January 1, 2013 full time employees are eligible to enroll in either the High Deductible Health Savings Plan (HD-HSA) or the Point of Service Plan (POS).~~

~~A. For an employee who elects to participate in the POS the Town shall pay eighty-eight (88%) of the cost of the premium or premium equivalent of the POS. 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). Effective January 1, 2014 the Town shall pay eighty-seven (87%) of the premium or premium equivalent of the POS and the employee shall pay the balance of the premium or premium equivalent. A summary of the POS is annexed hereto as Appendix IX.~~

~~B. For an employee who elects to participate in the HD-HSA (which includes prescription drugs) the Town shall pay ninety percent (90%) of the cost of the premium or premium equivalent of such plan. 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). The Town shall make an annual contribution to the employee's Health Savings Account in the amount \$1,250 for single coverage and \$2,500 for couple or family coverage. The Town shall pay 100% of the annual contribution in January of each plan year. Effective January 1, 2013 the HD-HSA shall require a prescription co-pay of \$10/\$25/\$40 once the annual deductible is satisfied and effective January 1, 2014 the individual annual deductible shall be \$2,000 and the couple/family deductible shall be \$4,000. A summary of the HD-HSA is annexed hereto as Appendix X.~~

~~2. A full-time employee who elects to participate in the POS shall be enrolled in the prescription drug plan. A summary of the prescription drug plan benefits is annexed hereto as Appendix XI. Effective January 1, 2013 the Town shall pay eighty-eight (88%) percent and effective January 1, 2014 eighty-seven (87%) 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). Effective January 1, 2013 the retail co-pays shall be \$10/\$25/\$40 and mail order co-pays shall be \$10/\$50/\$80.~~

1. All medical benefits that were in effect on June 30, 2014 shall continue to December 31, 2014 and such portions of the 2011 – 2014 collective bargaining agreement covering such medical benefits shall be incorporated into this agreement by reference.
2. Effective January 1, 2015 full-time employees may elect to participate in a High Deductible Health Plan (HDHP) as summarized in Appendix IX with a deductible of \$2,000/\$4,000 with prescription copays of \$10/\$25/\$40 (mail order at two times) after the deductible is met. Effective January 1, 2015 the Town shall contribute ninety percent (90%) of the premium or premium equivalent and the employee shall pay the balance by payroll deduction on a pre-tax basis (premium conversion option). Effective January 1, 2016 the Town shall contribute eighty-five percent (85%) of the premium or premium equivalent and the employee shall pay the balance by payroll deduction on a pre-tax basis (premium conversion option). Effective January 1, 2017 the Town shall contribute eighty percent (80%) of the premium or premium equivalent and the employee shall pay the balance by payroll deduction on a pre-tax basis (premium conversion option).
 - A) For eligible employees who participate in the HDHP, the Town will deposit into a Health Savings Account (HSA) one thousand two hundred-fifty dollars (\$1,250) for single coverage and two thousand five hundred dollars (\$2,500) for couple or family coverage in each calendar year the employee elects the HDHP coverage. In January 2015 the Town shall make a one-time supplemental contribution to the employee's HSA in the amount of two hundred fifty dollars (\$250) for each employee enrolled in single HDHP coverage or five hundred dollars (\$500) for each employee enrolled in couple or family HDHP coverage. The Town shall deposit 100% of the annual contribution in January of each year. For newly hired employees who enroll in the HDHP the Town's HSA contribution shall be pro-rated for that calendar year and deposited to the employee's HSA as of the first of the month following the date of hire.
 - B) For employees who participate in the HDHP who are enrolled in Medicare Part A, receiving Veterans Medical Benefits or Active Duty Health insurance (TRICARE), a Health Reimbursement Arrangement (HRA) will be available. Employees will be required to provide proof of participation in Medicare Part A, Veterans Medical Benefits or Active Duty Health Insurance (TRICARE) prior to the commencement of their health coverage. The HRA will provide for reimbursement of qualified HDHP medical and prescription expenses that track towards the annual deductible up to \$1,250 for an employee enrolled in single coverage or up to \$2,500 for an employee enrolled in couple or family coverage. In January 2015 the Town shall make a one-time supplemental reimbursement to the employee's HRA in the amount of two hundred fifty dollars (\$250) for each employee enrolled in single HDHP coverage or five hundred dollars (\$500) for each employee enrolled in couple or family HDHP coverage. The Town shall provide 100% of the annual expense reimbursement in January of each year. For newly hired employees who enroll in the HDHP the Town's HRA reimbursement shall be pro-rated for that calendar year and applied to the employee's HRA on the first of the month following the date of hire. Any unused reimbursement funds shall be maintained in the HRA from year to year with a maximum balance not to exceed the annual deductible for any circumstances. If the Town's contribution to the HRA would cause the account balance to exceed the deductible amount,

the Town's contribution shall be reduced to ensure that the balance does not exceed the deductible.

3. Effective January 1, 2015 full-time employees, in lieu of participating in the \$2000/\$4000 HDHP, may elect to participate in the High Deductible Health Plan (HDHP) as summarized in Appendix X with a deductible of \$3,000/\$6,000 with prescription copays of \$10/\$25/\$40 (mail order at two times) after the deductible is met. The Town shall contribute an amount equal to ninety-five percent (95%) of the premium or premium equivalent and the employee shall pay the balance by payroll deduction on a pre-tax basis (premium conversion option). Effective January 1, 2016 the Town shall contribute ninety percent (90%) of the premium or premium equivalent and the employee shall pay the balance by payroll deduction on a pre-tax basis (premium conversion option). Effective January 1, 2017 the Town shall contribute eighty-five percent (85%) of the premium or premium equivalent and the employee shall pay the balance by payroll deduction on a pre-tax basis (premium conversion option).

A) There is no Town contribution to the employee's HSA for this medical plan option.

B) There is no HRA reimbursement arrangement for an employee enrolled in this medical plan option.

4. An employee who is enrolled in the Town's medical insurance plan and participates in the mandatory elements of the Town sponsored "Risk Reduction Program" during calendar 2015 shall receive a 5% employee premium cost share discount during calendar year 2016 for medical insurance. Effective January 1, 2016 an employee and spouse who are enrolled in the Town's medical insurance plan and participates in the mandatory features of the Town sponsored "Risk Reduction Program" during calendar 2016 shall receive a 10% employee premium cost share discount during calendar year 2017 for medical insurance. The 10% discount in the employee's premium cost share for medical insurance shall continue for each calendar year thereafter provided that both the employee and spouse participate in the "Risk Reduction Program" during the prior calendar year. For purposes of administering the "Risk Reduction Program" an employee who marries on or after September 1 shall not be required to have the spouse participate in the "Risk Reduction Program" during that calendar year to be eligible for the 10% employee premium cost share discount in the subsequent calendar year. The following are the mandatory elements of the Town sponsored "Risk Reduction Program: i) complete the program's Health Risk Questionnaire ii) submit to the program's clinically-valid screening which includes a blood screening and iii) participate in the program's group session at which a health education professional and/or a registered dietician will review the results of the screening. The screening for employees and spouses will be scheduled during Town business hours including evenings when necessary; and to further accommodate spouses and employees, the provider's screening labs, which includes evening and Saturday hours, are available to employee's and spouses for the mandatory screenings. The mandatory group session will be scheduled during Town business hours including evenings when necessary; and to further accommodate spouses and employees, reasonable arrangements will be made to schedule group sessions to accommodate spouses including Saturdays, off-site locations and on-line arrangements.

The Risk Reduction Program is designed to provide employees and their spouses with evidence-based health information and to educate them about their risks for preventable chronic illnesses. The Town's risk reduction program administrator shall determine the required aspects of the screening based on best available scientific evidence. All aspects of the Risk Reduction Program are in compliance with HIPPA ensuring the employee and spouse's confidentiality.

53. An employee may elect to be enrolled in the Town's dental plan. The dental plan benefits are annexed hereto as Appendix XII. 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). Effective January 1, 2015 the annual maximum benefit for Type A through C procedures shall be increased to \$2,500 from \$2,000.
46. 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, coverage's 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.
57. The Town shall provide forty-five thousand (\$45,000.00) 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). Effective July 1, 2015 the term life policy shall be increased to fifty thousand dollars (\$50,000).
68. (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 pre taxed 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 re-eligible 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 re-eligible 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.

79. 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 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 and in the following annual amounts: ~~July 1, 2011 \$80 per employee, January 1, 2013 \$90 per employee and~~ January 1, 2014 \$100 per full-time employee and effective July 1, 2015 \$125 per full-time employee.

810. 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.

119. 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. An employee who has established HSA is not eligible to participate in the Flexible Spending Account for health care.

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 eCharter, 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 (CWURA101SA0) for Urban Wage Earners and Clerical Workers for the New York-Northern New Jersey-Long Island, NY-NJ-CT-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 ~~not longer~~ 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 re-hired 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 I, 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 bi-weekly 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 ~~Savings~~ 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 ~~become a member~~ 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 ~~member~~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. Town contributions shall be vested at 100% upon completion of sixty (60) months of eligible employment.
 - D. Discretionary employee contributions – To the extent permitted by applicable law and regulations, each ~~Participant~~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 ~~Participant~~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 two hundred dollars (\$2,200). The maximum Town match shall increase to two thousand three hundred dollars (\$2,300) in January 2016 for 2015 employee contributions. 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 member of the Town of Greenwich Retirement Savings Plan (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 ~~Town of Greenwich Retirement Savings Plan (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 two hundred dollars (\$2,200). The maximum Town match shall increase to two thousand three hundred dollars (\$2,300) in January 2016 for 2015 employee contributions. 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 or the Town of Greenwich Retirement Savings Plan (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 AND FALSE TEETH

The Town shall reimburse an employee for damages sustained, without negligence on the part of the employee, to ~~his~~ the employee's eyeglasses or false teeth during the course of ~~his~~ 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

Unless properly authorized, 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 non-cumulative limit on reimbursement of ~~five~~seven hundred ~~fifty~~ dollars (\$~~750~~0.00) per employee

per year. ~~Effective July 1, 2012 the tool reimbursement shall increase to seven hundred fifty dollars (\$750) 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 (\$400.00) 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 (\$200.00) 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 old seniority reinstated after completion of the 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 eligibles 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 promotion from within the bargaining unit; and if not filled by transfer or promotion, 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 the time period set forth on the transfer posting. 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.

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 XVIII.

D. To be qualified to transfer or promote 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. To be qualified to transfer or promote 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 promotion on the basis of such review.

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 promotional 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 promoted 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 serving a trial period ~~is not eligible for a transfer may request one transfer to the same classification in accordance with the provisions of this Article during such trial period. In the event the transfer is made, the employee is required to begin a new trial period during which the employee is not eligible for transfer.~~ 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 disciplinary ~~carries~~ (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.

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 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. The Town shall, at least ten (10) days prior to the expiration date of the notice, post the notice and send a copy of it to the Union. Transfer postings shall be electronically available in all work sheds and if not electronically available a paper copy shall be posted.
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. A promotional 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 a promotional list, the Director of Human Resources may cancel a promotional list if the promotional 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 promotional list. An employee who is offered an appointment and declines such promotion shall be removed from the promotional 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) All assignments to work locations in the Parks Division shall be made in the discretion of management with the following exception:
 - i) One-half of the 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 abolishment 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 pursuant to the rules of the Greenwich Pay Plan. 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.
 - (C) 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.
 - (D) 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.

- (E) 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.
 - (F) 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.
 - (G) 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 the Union with sufficient copies of the Agreement for the Union to distribute to each employee.

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. The Town shall give the Union and the Chairman of the safety committee copies of all injury reports as made.
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 XV 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.

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 a 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 ~~October~~December 1 except for non-bargaining 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 beachmarine facility operations between April 30 and November 30~~who may work for the duration that such facilities are operational~~. 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.
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, 201~~4~~6. 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: _____
Robert Roberge
President

For the Town of Greenwich

By: _____
Peter Tesei,
First Selectman

By: _____
Alfred C. Cava,
Director of Labor Relations

APPENDIX I

BASE WAGE SCHEDULE

Effective and retroactive to July 1, 2014, all hourly rates on the base wage schedule in effect on June 30, 2014 shall be increased by two ~~and one-half~~ percent (2.05%).

Effective July 1, 2015 all hourly rates on the base wage schedule in effect on June 30, 2015 shall be increased by ~~two~~one and one-half percent (2.5%).

~~Effective January 1, 2013 all hourly rates on the base wage schedule in effect on December 31, 2012 shall be increased by one percent (1.0%).~~

~~Effective July 1, 2013 all hourly rates on the base wage schedule in effect on June 30, 2013 shall be increased by one percent (1.0%).~~

~~Effective January 1, 2014 all hourly rates on the base wage schedule in effect on December 31, 2013 shall be increased by one percent (1.0%).~~

APPENDIX I
BASE WAGE SCHEDULE

Grade	Job Classification	7/1/2014		7/1/2015	
		Hire Rate	Job Rate	Hire Rate	Job Rate
T-01	Custodian Assistant	<u>\$21.4950</u>	<u>\$23.8833</u>	<u>\$22.034</u>	<u>\$24.2804</u>
T-02	Custodian I	<u>\$22.5922</u>	<u>\$25.1025</u>	<u>\$23.1570</u>	<u>\$25.7300</u>
	Cook I – Senior Center				
T-03					
T-04	Laborer	<u>\$24.4929</u>	<u>\$27.2144</u>	<u>\$25.1053</u>	<u>\$27.8947</u>
	Park Gardener I				
	Waste Material Checker				
T-05	Storekeeper	<u>\$25.4418</u>	<u>\$28.2687</u>	<u>\$26.0779</u>	<u>\$28.9754</u>
	Utility Worker				
T-06					
T-07	Custodian II	<u>\$26.6311</u>	<u>\$29.5901</u>	<u>\$27.2969</u>	<u>\$30.3299</u>
	Dockmaster*				
	Park Gardener II				
	Inventory Ctr Worker (BOE)				
	Island Caretaker *				
	Kennel Maintainer				
	Maintenance Mechanic I				
	Equipment Operator				
	Sewer Plant Operator I				
	Traffic Lines and Signs Technician				
	Warehouse Worker				
T-08	Building Maintenance Mechanic F	<u>\$27.8213</u>	<u>\$30.9126</u>	<u>\$28.5166</u>	<u>\$31.6854</u>
	Carpenter				
	Maintenance Mechanic II Sewer				
	Mason				
	Painter				
	Warehouse Expediter				
	Warehouse Supervisor (Parks. & Rec.)*				
T-09	Lead Painter *	<u>\$28.4510</u>	<u>\$31.6122</u>	<u>\$29.1623</u>	<u>\$32.4025</u>
	Maintenance Mechanic Supervisor*				
	Sewer Collection Repair Person				
T-10	Park Gardener Foreman *	<u>\$29.0040</u>	<u>\$32.2267</u>	<u>\$29.7291</u>	<u>\$33.0324</u>
	Golf Course Gardener Foreman *				
	Parking Facilities Technician				
	Lead Custodian *				

Grade	Job Classification	7/1/2014		7/1/2015	
		Hire Rate	Job Rate	Hire Rate	Job Rate
T-11	Carpenter Foreman *	<u>\$30.1972</u>	<u>\$33.5525</u>	<u>\$30.9521</u>	<u>\$34.3913</u>
	Equipment Mechanic				
	Infiltration/Inflow Inspector (Sewer) B				
	Instrumentation Mechanic				
	Instrumentation & Operations Mechanic (BOE)				
	HVAC Repair Maintenance Mechanic D				
	Tree Climber				
T-12	Building Maintenance Foreman - Greenwich Lib *	<u>\$31.6204</u>	<u>\$35.1338</u>	<u>\$32.4110</u>	<u>\$36.0122</u>
	Head Custodian, Elem., Middle, Town * A				
	Heavy Equipment Operator				
	Highway Inspector B				
	Highway Quality Control Inspector B				
	Horticulturist				
	Marine Technician (Parks & Rec.) *				
	Sewer Quality Control Inspector B				
	Sewer Plant Instrumentation Mechanic				
	Sewer Plant Operator II				
	Heavy Duty Vehicle Mechanic				
T-13	Building Operations Foreman - Greenwich Lib *				
T-13	Equipment Supervisor (Parks & Rec.) *	<u>\$34.6250</u>	<u>\$38.4722</u>	<u>\$35.4906</u>	<u>\$39.4341</u>
	Facilities Foreman MFO *				
	Head Custodian HS *				
	Highway Foreman *				
	Marine & Fac. Operations Foreman *				
	Park Foreman *				
	Sewer Plant Maintenance Supervisor *				
	Sewer Works Foreman *				
	Traffic Signal Maintenance Mechanic				
	Tree Foreman E*				
	Heavy Duty Mechanical Technician ASE Certified C *				
T-14	Building Construction Foreman *	<u>\$37.7408</u>	<u>\$41.9342</u>	<u>\$38.6843</u>	<u>\$42.9825</u>
	Building Construction Foreman - BOE *				
	Building Operations Foreman - Greenwich Lib *				
	Facility Foreman - Town Hall *				
	Shift Supervisor - Fleet ASE Certified C *				
	Traffic Operations Maintenance Foreman*				

1. The following stipends shall be paid and are subject to the terms governing each stipend as set forth below.

A. 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.

B. 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.

C. 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).

D. 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.

E. 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.

F. 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 journeyman license or a P-1 contractor's plumbing license or P-2 unlimited plumbing license or an Unlimited HVAC Contractor/Journeyman 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. ~~The stipend shall become effective June 1, 2012.~~

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

APPENDIX II

NATHANIEL WITHERELL SALARY SCHEDULE

Hourly Rates For Post July 2005 Hired Employees

Classification	7/1/2014		7/1/2015	
	Hire Rate	Job Rate	Hire Rate	Job Rate
Food Service Worker	<u>\$13.1266</u>	<u>\$14.5851</u>	<u>\$13.4548</u>	<u>\$14.9497</u>
Housekeeper I	<u>\$12.0245</u>	<u>\$13.3606</u>	<u>\$12.3251</u>	<u>\$13.6946</u>
Laundry Worker	<u>\$12.3394</u>	<u>\$13.7105</u>	<u>\$12.6479</u>	<u>\$14.0532</u>
Certified Nursing Assistant	<u>\$17.4365</u>	<u>\$19.3739</u>	<u>\$17.8725</u>	<u>\$19.8583</u>
Housekeeper II	<u>\$12.6641</u>	<u>\$14.0713</u>	<u>\$12.9807</u>	<u>\$14.4230</u>
Cook N.W.	<u>\$18.7945</u>	<u>\$20.8827</u>	<u>\$19.2643</u>	<u>\$21.4048</u>
Housekeeper/Laundry Foreman	<u>\$17.0528</u>	<u>\$18.9475</u>	<u>\$17.4791</u>	<u>\$19.4212</u>
Motor Equipment Operator	<u>\$17.0528</u>	<u>\$18.9475</u>	<u>\$17.4791</u>	<u>\$19.4212</u>
N. W. Building Maintenance Mechanic	<u>\$22.1893</u>	<u>\$24.6548</u>	<u>\$22.7440</u>	<u>\$25.2711</u>
N. W. Lead Building Maintenance Mechanic	TBD	TBD	TBD	TBD
LPN's	<u>\$28.9002</u>	<u>\$32.1113</u>	<u>\$29.6227</u>	<u>\$32.9141</u>

APPENDIX II

NATHANIEL WITHERELL SALARY SCHEDULE

Hourly Rates For Pre July 2005 Employees

Classification	7/1/2014 Job Rate	7/1/2015 Job Rate
Food Service Worker	<u>\$20.4030</u>	<u>\$20.9131</u>
Housekeeper I	<u>\$21.4442</u>	<u>\$21.9803</u>
Laundry Worker	<u>\$21.4442</u>	<u>\$21.9803</u>
Certified Nursing Assistant	<u>\$19.3739</u>	<u>\$19.8583</u>
Housekeeper II	<u>\$23.2488</u>	<u>\$23.8301</u>
Cook N.W.	<u>\$24.1493</u>	<u>\$24.7530</u>
Housekeeper/Laundry Foreman	<u>\$25.2823</u>	<u>\$25.9144</u>
N. W. Building Maintenance Mechanic	<u>\$30.9129</u>	<u>\$31.6857</u>
N. W. Lead Building Maintenance Mechanic	TBD	TBD
LPN's	<u>\$32.1114</u>	<u>\$32.9142</u>

APPENDIX III

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.

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.

The Town will pay on a reimbursement basis, cost of safety shoes and/or uniform shoes not to exceed ~~one hundred (\$100.00) dollars per year per employee which maximum reimbursement shall increase to~~ one hundred-fifty dollars (\$150) ~~effective July 1, 2012~~. To be eligible for reimbursement, the safety shoe purchased by the employee must meet the American Society of Testing Material (ASTM) standard F2412-05 and F2413-05. Documentation that the safety shoe purchase meets this standard must accompany the receipt for reimbursement

An employee in the classification of Tree Climber shall be reimbursed for the purchase of one pair of logging boots, ~~chainsaw lanyards and jean style chainsaw pants~~ per fiscal year up to a maximum total reimbursement of two hundred and ten dollars (\$210). Any cost exceeding the maximum reimbursement shall be the responsibility of the employee. The employee is required to present proof of purchase and ASTM rating as may be required by the Town to be eligible for the reimbursement. This reimbursement replaces the current contractual language in Appendix III requiring logging boots to be purchased through the Town vendor.

If required, the Town will supply items in excess of those enumerated in this Appendix upon such proof of requirement as the Town may request.

Employees may be required to wear identification tags at all times during their work shift. Identification tags may include but not be limited to the following information; employee name, photograph, department and division and employee I. D. number.

APPENDIX IV

AGENCY SHOP APPEAL

Any person making service fee payments to the Union in lieu of dues under Agency Shop provisions in the Union's Collective Bargaining Agreement, shall have the right to object to the expenditure of his/her portion of any part of any agency shop fee deduction which represents the employees' pro rata share of causes of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Such objection shall be made, if at all, by the objector individually, notifying the Secretary-Treasurer of his/her objection by registered or certified mail, during the period between September 1 and September 15 of each year.

The appropriate portion of service fees spent by the Union for such purposes shall be determined annually at the end of the Union's fiscal year. Rebate of a pro-rated portion, if any, of his/her service fees corresponding to such proportions shall thereafter be made to each individual who has timely filed a notice of objection, as provided above.

If an objector is dissatisfied with the proportional allocation that has been determined on the ground that it asserted does not accurately reflect the expenditures of the Union in the defined area, an appeal may be taken by such person to the Union Executive Board within thirty days following receipt of notice of the pro rata share expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Executive Board shall render a decision on such appeal within thirty days following its receipt.

APPENDIX V

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.

1. 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.
2. 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.
3. 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 VI

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 ten (10) workdays from the close of the one-week period for delivery of the transfer notices.

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 town-wide basis.

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 VII

SUBCONTRACTING PROCEDURES

The Town and the Union agree to the following procedures for subcontracting/transfer non-emergency bargaining unit work. For purposes of this provision subcontracting/transfer of non-emergency 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 subcontracting/transfer non-emergency 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 <input type="checkbox"/> No <input type="checkbox"/>

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 VIII

EMPLOYEE SUBSTANCE ABUSE, TREATMENT AND DISCIPLINE

Section 1: Statement of Policy

The Town of Greenwich ("Town") Teamster's Union, Local 456, ("Union") recognize that the use and possession of intoxicants and controlled substances in the workplace constitutes a serious threat to the health and safety of all employees. The Town and the Union are desirous of maintaining a safe, healthy and productive work environment for all employees. To that end, the Union recognizes the Town's right to promulgate a written policy regarding the illegal use and possession of intoxicants and controlled substances by employees.

Section 2: Treatment/Employee Assistance Program

The Town and the Union recognize that an effective Employee Assistance Program is a crucial component of the Substance Abuse Policy. Employees with substance abuse problems are strongly encouraged to voluntarily seek self-help through the Employee Assistance Program. The Employee Assistance Program ("EAP") provides information, guidance and treatment for problems and illness on a confidential basis. Employees with substance abuse problems, who do not voluntarily seek the assistance of an Employee Assistance Program in accordance with the terms of this Article or are found in violation of the Town's policy, shall be subject to discipline to the fullest extent permissible pursuant to the disciplinary procedure. Employees with substance abuse problems who voluntarily participate in the program or who are referred to the program through the disciplinary procedure shall be subject to the conditions as set forth below.

The Town recognizes that an Employee Assistance Program handles many problems in addition to substance abuse. The relationship between the employee and EAP is, and continues to be, of a confidential nature except as specifically provided herein.

Section 3: Voluntary Referral

A. Employee Assistance Program

Employees who voluntarily seek treatment for substance abuse in an Employee Assistance Program shall notify either their supervisor, the Union or the Employee Assistance Program Coordinator of their desire to participate in the program. In the event the employee notifies the Union and/or the EAP Coordinator, the Union and/or the EAP Coordinator shall immediately notify and meet with the Director of Human Resources. If the employee notifies his/her supervisor directly, the supervisor shall notify the Union or the EAP Coordinator who shall immediately meet with the Director of Human Resources.

B. Conditions

The employee and the EAP Coordinator shall sign an agreement accepting the terms and conditions under which the employee may participate in the EAP program. The agreement shall state the length and type of treatment, the facility - provider of service to be used, and the employee's obligation to follow the requirements of the program and that the employee shall be subject to disciplinary action up to and including discharge, if he/she fails to adhere to the program. In addition, the employee shall indicate his/her understanding and agreement to the release of information to the Director of Human Resources and the EAP Coordinator regarding his/her participation in the program. The agreement and information concerning the employee's participation in the EAP shall be confidential and maintained in a manner to restrict access only to the employee, the Director of Human Resources, the Union and the EAP Coordinator.

C. Classified Service Status

In the event the employee is serving in his/her probationary period, the employee shall agree in writing to hold in abeyance the remainder of such probationary period until the employee returns to full duty. Conditions for leave of absence and continued tenure with the Town may vary depending on the classified service status of the employee, i.e., temporary, probationary, regular, etc.

D. Pay Status

During the time of attendance in EAP treatment, the employee may use accumulated sick leave if available, and upon exhaustion of sick leave, the employee may use accumulated personal and vacation leave, if available. Upon exhaustion of such accumulated time balances, the employee shall be placed on an unpaid leave of absence for the duration of EAP treatment.

E. Release of Medical Information

The facility-provider of service shall submit on a periodic basis, or at the request of the employee, Director of Human Resources or EAP Coordinator, the following information concerning the employee's progress:

- The nature and duration of the treatment;
- Progress reports as to the employee's status in the program

This information is confidential and shall be released by the facility-provider of service only to the Director of Human Resources, EAP Coordinator and representative designated by the Union for such purpose.

F. Return to Work Following Inpatient Treatment

Upon the employee's return to work, the EAP Coordinator shall provide the Director of Human Resources and Union representative information concerning the nature of the employee's outpatient treatment including date, time and location of required attendance in an outpatient treatment program. In the event the employee violates the rules and procedures of the EAP, including by way of example but not limitation, testing positive in a drug screening conducted pursuant to such rules and procedures of the EAP, the EAP Coordinator shall notify the Director of Human Resources, and the representatives of the Union of such violation. Thereafter, the EAP Coordinator, the Union, and the Director of Human Resources shall discuss and agree on additional treatment for the employee or other action as may be required.

Section 4: Discipline

A. Performance Problems/Misconduct

An employee who commits an act of misconduct or whose work performance is unsatisfactory is subject to discipline. Disciplinary action shall be conducted as provided in the disciplinary procedure. Employee participation in an EAP treatment program does not preclude the imposition of disciplinary penalty, if appropriate.

B. Employee Admits Problem with Substance Abuse

If during the disciplinary process prior to imposition of penalty, the employee voluntarily admits to a substance abuse problem and to the misconduct or unsatisfactory work performance alleged, the employee shall be referred to the EAP Coordinator for treatment. The disciplinary penalty for the misconduct or unsatisfactory work performance may be held in abeyance pending completion of EAP treatment or, if appropriate, may be imposed. If the employee does not admit to the alleged misconduct or unsatisfactory work performance, the disciplinary matter shall be decided pursuant to the disciplinary procedure and the disciplinary penalty, if any, shall be imposed.

The rights of the employee, the Town and the Union with regard to disciplinary action shall be as provided in the disciplinary procedure and nothing contained in this policy and procedure shall be construed to affect those rights.

C. Referral to the EAP Coordinator

Upon referral to EAP, the employee, the Town, the Union, and the EAP Coordinator, shall sign an agreement accepting the terms and conditions of the EAP program. The agreement shall state the length and type of treatment, the facility-provider of service to be used, the employee's obligation to follow the requirements of the program, and that the employee shall be subject to disciplinary action up to an including discharge, if he/she fails to adhere to the program. In addition, the employee shall indicate his/her understanding and agreement to release of information to the Town and the Union

regarding his/her participation in the program. The agreement and information concerning the employee's participation in the EAP treatment program shall be confidential and maintained in a manner to restrict access only to the employee, the Director of Human Resources and the Union.

During the time of attendance in EAP treatment, the employee may use accumulated sick leave, if available, and upon exhaustion of sick leave, the employee may use accumulated personal and vacation leave, if available. Upon exhaustion of such accumulated time balances, the employee shall be placed on an unpaid leave of absence for the duration of EAP treatment.

D. Return to Work Following Inpatient Treatment

Upon returning to work, the EAP Coordinator shall provide the Director of Human Resources with information concerning the nature of the employee's outpatient treatment including date, time and location of required attendance in an outpatient treatment program. In the event the employee tests positive in a drug screening conducted pursuant to the rules and procedures of the EAP, the EAP Coordinator shall notify the Director of Human Resources and the Union of such positive test result. Thereafter, the EAP Coordinator, the Union and the Director of Human Resources shall discuss and agree on additional treatment for the employee or other action as may be required.

Section 5: Drug Testing

If an employee, while on duty, exhibits a physical condition, conduct or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance, and the employee's supervisor has reasonable cause to believe, based upon direct observation of the employee's conduct, performance or behavior, that the employee is under the influence of an intoxicating substance, or if the supervisor is provided with information from a reliable and credible source which is independently corroborated that the employee is engaging in use of or is under the influence of intoxicating substances while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug on duty, the supervisor shall meet with the employee and give the employee an opportunity to explain the conduct, performance or behavior. If the employee does not indicate a problem with substance abuse and the supervisor believes, based on reasonable cause, that the employee is under the influence of an intoxicating substance, the supervisor shall immediately make an oral report to the Director of Human Resources detailing the conduct, performance, or behavior problems which causes the supervisor to believe the employee may be under the influence of an intoxicating substance. The details of any dealings with the employee concerning his/her conduct, performance or behavior shall be included in the report. If, after review with the supervisor on the report, the Director of Human Resources shall decide whether the available facts objectively indicate reasonable suspicion in order to pursue the inquiry. The investigation of the employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee.

Where reasonable suspicion is based on observations or confidential information, the identity of the source shall not be disclosed, except for the name of the governmental agency involved. The Town shall not be required to reveal the identity of a confidential informant in any proceeding nor can evidence supplied by a confidential informant be suppressed because of refusal to identify the name of the source. A direction to an employee to submit to drug or alcohol testing shall not be based solely on information provided by a confidential informant.

If the Director of Human Resources decides that the employee should be referred for drug or alcohol testing, the following procedure shall be followed:

(a) The employee shall be ordered to submit to a drug and/or alcohol test and, at the same time, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. Refusal to submit to the test or to cooperate during the testing procedure, shall constitute grounds for disciplinary action, up to and including discharge.

(b) If no prior meeting is held with the Director of Human Resources and the employee is ordered to submit to a test based on reasonable suspicion, the employee will be advised of the right to have a Union representative present for collection of the sample, but in no event shall collection be delayed for more than one (1) hour to accommodate the presence of a Union official.

(c) Disputes concerning the matter of reasonable suspicion to order a test will be referred to the contractual disciplinary procedure in connection with charges preferred against the employee.

(d) The sample given by the employee shall be collected under the supervision of an agent designated by the Town. Where applicable, the sample shall be collected at the designated agent's office or facility, or if said office/facility is not available, at a location designated by the Director of Human Resources for such purpose. The sample collection process shall be confidential with due regard for the dignity and privacy of the employee, and shall be performed in accordance with standards promulgated by the NIDA. During the course of the collection process, the employee shall cooperate with requests for information concerning use of medications and acknowledgment of giving the specimen.

(e) The employee shall provide a urine sample for the purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is provided, the employee's ability to have a second test performed may be adversely impacted.

A urine specimen with 5 milligrams of creatinine per deciliter of urine or less is regarded as "substituted". A substituted test is considered a refusal to take a drug test, a violation of US DOT rules equivalent to failing a drug test. The USDOT has encountered

a small number of cases in which individuals may have legitimate medical or physiological explanations for producing specimens with lower levels of creatinine.

When a laboratory reports a specimen as substituted, that is five milligrams of creatinine per deciliter or less, the MRO will consider the specimen to be dilute if the creatine concentration is two milligrams per deciliter of urine or higher. Dilute specimens will not cause the applicant nor employee to be regarded as violating the regulation. However, applicants or employees who provide dilute specimens in the 2 to 5 milligrams per deciliter range will have to undergo an unannounced immediate recollection under direct observation as a safeguard for the integrity of the testing program. Specimens with less than 2 milligrams of creatinine per deciliter of urine are considered “substituted”. If it is determined that the urine specimen was “substituted” the applicant will be considered unqualified to work for the Town of Greenwich, and will be ineligible to reapply for at least six months, and must at the time of reapplication produce evidence of successful completion of a drug rehabilitation program as well as evidence of being drug-free during that period.

(f) In the event the employee is ordered to submit to a test for the presence of alcohol, the employee shall provide a blood sample for the initial test, the confirmatory test and for later testing if requested by the employee, as herein provided.

(g) There shall be no direct observation of giving of a urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the sample.

(h) In the case of urine or blood test, the sample given shall be divided into two aliquots. The sample will be given to a monitor who will mark and seal each sample to preserve the chain of custody of the samples. Thereafter, the samples shall be transported to the testing laboratory in a manner which shall insure the integrity and chain of custody of each sample.

(i) Both samples shall be delivered to a laboratory selected by the Town which shall be duly licensed and certified for drug testing purposes by the NIDA. One sample shall be used for purposes of testing by the laboratory in accordance with recognized procedures for purposes hereafter described.

(j) The designated laboratory shall initially perform the enzyme multiplied immunoassay test (EMIT) on the sample for the presence of drugs or controlled substances. A sample which tests positive shall be retested by the laboratory using the gas chromatography mass spectroscopy test (GC-MS). The laboratory shall perform an appropriate test for the presence of alcohol on the blood sample. A test shall be deemed positive for the presence of drugs and/or alcohol in accordance with standards issued by the NIDA.

(k) In the event the confirmatory GC-MS test result is negative, then the sample shall be deemed negative for the presence of intoxicating substances and no report shall be made to the Director of Human Resources or to the employee on the test results and the existence of test or its results shall not be used in any manner in any proceeding between the Town and the employee. If the confirmatory GC-MS test result is positive, the laboratory shall provide copies of the test results to the Director of Personnel, the employee and the Union.

Section 6. Employee Request for Retesting

(a) After collection and testing, both samples shall be maintained by the Town's designated laboratory in accordance with appropriate procedures for a period of time to be agreed to by the parties.

(b) After the employee receives notice of a confirmed positive test from the Town's laboratory, the employee may make written request within five (5) calendar days to the Town's designated laboratory for a test of a second sample. The employee may request that the second sample be sent to a laboratory selected by the employee which shall be duly licensed or certified for drug testing purposes by the NIDA. The selected laboratory shall be responsible for pick-up and transport of the sample, and it shall insure chain of custody. The employee shall be responsible for all costs associated with the second test and shall make arrangements for payment with the selected lab. The second test for confirmation of the first positive result shall be deemed positive for the presence of intoxicating substances in accordance with standards issued by the NIDA. The results of the second test shall be sent to the Director of Personnel, the employee and the Union.

Section 8: Continuation of Disciplinary Procedure

If the results of the two (2) tests administered, as provided above, are positive for the presence of intoxicants, the employee shall be subject to discipline which may include discharge. Regardless of the test results, the employee may also be subject to disciplinary action for the misconduct or unsatisfactory work performance for which the employee was originally called before the supervisor.

Section 9: Mandatory Testing Following Workplace Accident

Any employee who is involved in a work place accident which results in personal injury to any individual and/or damage to equipment, machinery or facility shall be required to submit to a mandatory drug test as provided in this procedure. Refusal on the part of the employee to submit to the drug test shall be considered as misconduct and shall subject the employee to disciplinary action, up to and including discharge.

Section 10: Failure to Follow EAP Conditions

A. Original Self Referral

If the employee was a voluntary self-referral pursuant to Section 3 above and the employee violates any of the original or subsequent conditions set forth in the EAP agreement, or if the employee tests positive in a drug screening conducted by the EAP, or if the employee voluntarily admits a violation of the EAP conditions, the EAP Coordinator shall provide the Director of Human Resources and the Union with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. In the event the employee is required to undergo additional inpatient treatment, the employee may use accumulated sick leave; and upon exhaustion of sick leave, the employee may use accumulated personal and vacation leave. Upon exhaustion of leave time balances or in the event the employee has no accumulated leave time, the employee shall be placed on an unpaid leave of absence.

The EAP Agreement originally signed by the employee shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

Section B: Original Disciplinary Referral

(1) Voluntarily Admits Violation of EAP Conditions

If the employee was originally referred to EAP as a result of a disciplinary action taken as provided in Subsection 4 above and the employee voluntarily admits to violation of any of the original or subsequent conditions set forth in the EAP Agreement, the EAP Coordinator shall provide the Director of Human Resources with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. The Director of Human Resources shall review the disciplinary penalty being held in abeyance and may implement such penalty in full or in part, or take other action he/she deems necessary. If the employee is permitted to undergo additional inpatient treatment, the employee may use accumulated sick leave; and upon exhaustion of sick leave, the employee may use accumulated personal and vacation leave. Upon exhaustion of leave time balances or in the event the employee has no accumulated leave time, the employee shall be placed on an unpaid leave of absence. The EAP Agreement originally signed by the employee and the EAP Coordinator shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

(2) Violation of EAP Conditions Not Voluntarily Disclosed

If the employee was originally referred to EAP as a result of a disciplinary action taken as provided in Section 4 above and the employee violates any of the original or subsequent conditions set forth in the EAP Agreement, or if the employee tests positive in a drug screening conducted by the Town, the EAP Coordinator shall provide the

Director of Human Resources with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. The Director of Human Resources shall review the disciplinary penalty being held in abeyance and shall implement such penalty in full or in part, or take other action the Town deems necessary. If the employee is permitted to undergo additional inpatient treatment, the employee shall be placed on an unpaid leave of absence.

The EAP Agreement originally signed by the employee and EAP Coordinator shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

C. Discovery of Failure to Follow EAP Conditions in a Subsequent Disciplinary Matter.

Employees who are in an EAP voluntarily or as a result of a disciplinary matter who engage in misconduct or poor work performance and/or are discovered to have violated EAP conditions shall be subject to the disciplinary action up to and including discharge for the misconduct or poor work performance and/or violation of the EAP conditions.

Section 11: Third Request for Treatment

An employee who is found, by voluntary admission or testing to be under the influence of an intoxicating substance after two (2) prior opportunities for treatment shall be subject to discharge or be given an opportunity to resign his/her position. There is no requirement that the Town or EAP provide treatment to an employee for substance abuse after two (2) prior treatment opportunities.

Section 12: Review of Policy and Procedure

The Town and the Union agree to meet periodically to review, and if appropriate agree to amend, this procedure to insure that it remains consistent with current State and Federal law.

APPENDIX IX

Insert HDHP 2000/4000

APPENDIX X

Insert HDHP 3000/6000

APPENDIX XII

SCHEDULE OF 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%
Class B Services- Basic.....	80%
Class C Services- Major.....	50%
Class D Services- Orthodontia.....	50%

Maximum Benefit Amount

For other than Class D- Orthodontia:

Per person per Calendar Year.....	\$2,000
.....	<u>Eff, 1/1/2015 \$2,500</u>

For Class D- Orthodontia:

Lifetime maximum per person..... (Age 0 to 19 years old)	\$2,750
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Pre-Existing.....	None
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APPENDIX XIII

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 hours sewer division standby coverage for alarms and emergencies.

1. Employment Condition - As an 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. ~~that is equal to the average hourly straight time rate of the minimum salary grade rate for the positions of Manager of Field Services and Process Control Engineer multiplied by fifteen (15) hours.~~ The payment shall be prorated on a per diem basis for staffing the standby coverage schedule for periods less than seven (7) days.

APPENDIX XIII~~V~~

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

Peak season	June 1 – September 15	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 start-up 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.
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Non-peak season	September 16 – December 1 1 st day of spring – May 31	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.
Off - season	December 1 – last day of winter	No duties assigned, not required to be on call. Residence on island optional.

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 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 be 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 XIV

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 XVI

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 heart 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) maintenance/instrumentation mechanics 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 pager~~electronic communication device shall be provided by the BOE and rotated among the maintenance/instrumentation mechanics.
- The stand-by rotation shall first be developed among the affected employees. An employee may decline to participate in the stand-by rotation if, in management's opinion, sufficient maintenance/instrumentation mechanics 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 employee who is designated stand-by is absent from work, the employee next in rotation shall be designated stand-by for that day.
- The alarm monitoring company shall page the designated maintenance/instrumentation mechanic in case of boiler failure at any school.
- Upon receiving ~~the page~~a notification from the alarm monitoring company, the maintenance/instrumental mechanic shall report to the school, reset the boiler, 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 maintenance/instrumental mechanic encounters a problem that the mechanic cannot solve, multi site alarms, or chronic failures, the maintenance/instrumental mechanic 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 ~~m~~Maintenance/~~i~~Instrumentation ~~m~~Mechanics and HVAC Repair Technicians designated stand-by 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 maintenance/instrumentation mechanic 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 an employee be eligible for the stand-by stipend for a day when the employee is absent from work.

APPENDIX XVII

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 full-time 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 XVIII

EQUALIZATION OF OVERTIME DEPARTMENTAL GUIDELINES

The following guidelines have been developed for the departments of public works and parks and recreation 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).

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

1. 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.
2. 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.

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

Equalization of Overtime

1. 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
2. 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.
3. 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

1. 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.

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.