

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

**July 1, 2004 - June 30, 2008**

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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. 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.
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 interfere unreasonably with Town business.

6. 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 interfere unreasonably with Town business.
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.

## **ARTICLE II WORK DAY AND WORK WEEK**

1. The workday shall consist of seven (7) hours and the workweek shall consist of five (5) days: Monday through Friday, except as otherwise provided in this Article. The Town reserves the right to determine the workday as provided herein and the time during the workday for the employee's unpaid meal period.
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. Employees assigned to Nathaniel Witherell in the classifications of Certified Nursing Assistants and Licensed Practical Nurses shall have a workday of eight consecutive hours that includes a half hour meal period and a workweek of any five days within the calendar week. 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.
4. 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/or 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.
5. 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.
6. 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.
7. Supervisory personnel shall not perform Union work, but this shall not prohibit the performance of insubstantial, temporary, or emergency work.
8. 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.
9. 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. The annual wages of employees of the bargaining unit shall be payable at the rates per year 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 rate of pay shall be ninety percent (90%) of the regular rate of pay for the classification.
2. There shall be a shift differential in pay 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 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.
3. Employees who work the weekend (defined as 7:30 a.m. Saturday to 7:30 a.m. Monday) shall be paid a premium of one dollar twenty-five cents (\$1.25) per hour for all hours worked on the weekend.
4. When a licensed practical nurse works as a charge nurse, she shall be paid five dollars (\$5.00) for each shift so worked. She 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. She 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. An employee scheduled to work a seven (7) hour day shall be paid for all hours worked in excess of seven (7) hours on a scheduled workday at the time and one-half rate of pay. An employee scheduled to work a eight (8) hour day shall be paid for all hours worked in excess of eight (8) hours on a scheduled workday at the time and one-half rate of pay. An employee who works on his or her 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. An employee who works on his or her second scheduled day off (i.e. Sunday) shall be paid for all hours worked on such day at the double time rate of pay.
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 emergencies, 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.

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 for the checking of schools where, if scheduled, one (1) hour will be paid at the overtime rate and 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 the overtime is contiguous to the end of the workday.

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 a 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, he 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 an employee shall work during the rest period, then he shall receive time and one-half for work during 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. An employee directed to perform the work of a higher classification for all or part of a shift shall receive the higher rate of pay for the complete shift. Receipt of the higher 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 rate of pay for a succeeding shift.
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 at the first pay after the pay period in which the overtime work is performed and shall include a statement showing the hours of overtime worked by dates and the payment for such overtime and the hours of out of title employment worked by dates and the payment for such out of title 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 of 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.
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.

#### **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
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4 <sup>th</sup>	Christmas – December 25

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 or 8 hours).

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

C. Pay for all time on holidays will be at two and one-half (2½) times the straight time rate which two and one-half (2½) times rate shall include the pay for the holiday.

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 employees 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).
  
  - (iii) 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.
  
  - (iv) 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.
  
- 2.B For employees hired on or after January 1, 1981, annual vacations with pay shall be granted 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) Employees 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) Employees with one year to and including four years of continuous service -- 10 working days;
  - (iii) Employees with over four years up to and including nine years of continuous service -- 15 working days;
  - (iv) Employees with over nine years of continuous service -- 20 working days.
3. In computing vacation leave, all municipal holidays shall be deducted.
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. 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. Employees may carry forward unused vacation time and take consecutive vacation days as follows:
- A. Employees 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.
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. Except as otherwise provided in paragraph 9 of this Article, 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. Employees hired on or after September 23, 1998 shall receive two (2) days of sick leave month commencing with their tenth year of employment. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.
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 accumulated</u>	<u>Rate of pay/day</u>
0 - 74 days	0% for all days
75 - 150 days	50% for all days
151 - 180 days	75% for all days

Employees 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. Employees who have accumulated 180 sick days as of June 30 and do not use all their 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.
9. Employees hired on or after July 1, 2005 employed at Nathaniel Witherell shall not be eligible for sick leave as provided in this Article. Such employees hired on or after July 1, 2005 shall be covered by a short-term disability program. The short-

term disability plan shall have a seven (7) calendar day waiting period, provide for a benefit level of 66 2/3 % of base salary with a maximum weekly benefit of \$750 for a maximum period not to exceed ninety (90) days. Employees covered by this short-term disability plan shall receive one paid sick day following the completion of each period of thirteen weeks of work (i.e. 4 days annually). Unused credited paid sick leave may accrue up to a maximum for twelve (12) days.

## **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 employees 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. Employees 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 within his department; 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.
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 an employee to be examined by a physician, the employee shall be entitled to a copy of such physician's report.

#### **ARTICLE VIII BEREAVEMENT LEAVE**

1. Employees are 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 and at the discretion of the department head where unusual circumstances and equity dictate, one (1) working day in the event of the death of any other relative not described in this section.
2. Bereavement leave shall not be deducted from sick leave.
3. 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**

Each employee 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.

#### **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, 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. Employees shall be eligible to participate in the Preferred Provider (PPO) medical plan or the Health Net HMO option referred to as Charter Plus with a \$10 office visit co-pay in lieu of the medical and prescription drug benefits provided above in paragraph (1). The medical and prescription drug plans provided in paragraph (1) shall be discontinued as of February 28, 2002. Effective March 1, 2002 employees shall only be eligible to participate in the prescription drug plan as provided in Appendix XI to this Agreement. The PPO summary benefit provisions are set forth in Appendix IX to this Agreement. The Town retains the sole and exclusive right to select and/or change the medical plan administrators. In the event the Town changes medical plan administrators and there is a disagreement on the level of benefits, coverage's or services provided with the new medical administrator(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.
2. Dental Plan #3 as on file with the Employee Benefits Office, including coverage for Orthodontia for children ages 12 to 19, up to a lifetime limit of one thousand five hundred dollars (\$1,500). Effective January 15, 2002 the orthodontia rider shall be increased to \$2,250, the per person maximum increased to \$2,000 and any reference to a minimum age to be eligible for reimbursement for orthodontia procedures shall be eliminated.
3. Employees are required to contribute through payroll deduction seven (7%) of the premium or premium equivalent for medical, prescription and dental insurance. The Town payroll deduction shall be made pursuant to Section 125 of the Internal Revenue Code (the premium conversion option for employee health insurance premium contributions).
4. Effective January 1, 2006 paragraphs 1 through 4 shall terminate and have no force and effect and the terms of this paragraph 4 shall become effective for all employees.

A. For full-time employees hired prior to July 1, 2005

(i) Employees shall have the option to participate in the Point of Service (POS) medical plan or one of the offered Health Net medical plans. The Town shall pay ninety-three percent (93%) of the cost of the premium or premium equivalent of such plans. 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). A summary of the plan benefits of the POS medical plan is annexed hereto as Appendix X.

(ii) Employees may elect to participate in the PPO medical plan (summary of plan benefits is annexed hereto as Appendix IX) and shall be required to pay an amount that is the difference between ninety-three (93%) percent of the POS medical plan premium or premium equivalent and the premium or premium equivalent of the PPO medical plan by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).

(iii) Employees may elect to participate in the Town's Health Savings Account and High Deductible Health Care Plan (which includes prescription drugs). The Town shall pay ninety-three percent (93%) 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 of \$500 for individual and \$1,000 for couple or family coverage to the employee's health saving account.

B. For full-time employees hired on or after July 1, 2005

(i) Employees may elect to participate in one of the offered HealthNet plans. The Town shall pay ninety-three percent (93%) of the cost of the premium or premium equivalent of such plans. 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).

(ii) Employees may elect to participate in the Town's Health Savings Account and High Deductible Health Care Plan (which includes prescription drugs). The Town shall pay ninety-three percent (93%) 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 of \$500 for individual

and \$1,000 for couple or family coverage to the employee's health saving account.

- C. Full-time employees who elect medical coverage, other than the Health Savings Account Medical High Deductible Health Care Plan, shall be enrolled in the prescription drug plan. A summary of the prescription drug plan benefits is annexed hereto as Appendix XI. The Town shall pay ninety-three (93%) 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).
5. Employees 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-three (93%) 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).
  6. 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.
  7. The Town shall provide thirty-five thousand (\$35,000.00) dollar term life policy covering natural or accidental death with a double indemnity provision for accidental death, which shall continue on the life of the employee in the amount of five thousand (\$5,000.00) dollars for two (2) years after retirement. 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).
  8. Employees who separate from Town service after June 30, 1994 with twenty (20) or more years of credited service shall be entitled to continue their health insurance and the Town shall pay annually an amount not to exceed seven hundred sixty (\$760.00) dollars for the annual premium for individual coverage or an amount not to exceed one thousand nine hundred seventy (\$1,970.00) 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 four hundred sixty (\$460.00) dollars and one thousand two hundred eighty (\$1,280.00) dollars respectively. Such contributions shall be made by the Town for the life of the employee. For all employees who retired prior to June 30, 1994 but after June 30, 1992, the contribution of the Town shall be controlled by the collective bargaining agreement between the Town and the Union in effect between July 1, 1991 and June 30, 1994. For all employees who retired prior to June 30, 1992, but after June 30, 1986, with twenty-five or more years of credited service, the contribution of the Town shall be controlled by the collective bargaining agreement between the Town and Union in effect between July 1, 1988 and June 30, 1991. For all employees who retired prior to June 30, 1986, with twenty-five (25) or more years of credited service in the retirement system, the Town's contribution shall be governed by the collective bargaining agreement between the parties dated February 2, 1985.

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 on a one-time basis during the Town's annual open enrollment period.

9. The Town shall provide ten thousand dollars (\$10,000) annually to the Union for the Union to use for providing additional insurance benefits for the benefit of all 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 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.

10. 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. All employees who are actively at work are eligible for coverage on the effective date. Employees not actively at work on the effective date shall become eligible for coverage on the first day of the month following their return to active work.

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

## **ARTICLE XII RETIREMENT**

1. A. For eligible employees who are members of the Retirement System of the Town of Greenwich (“Retirement System”) for general and library employees, in effect on June 30, 2005 and on file with the Retirement Board, including the amendments to provide vesting after five (5) years, providing for a minimum requirement for service retirement of the sum of the members age and the number of years of creditable service equals at least eighty (80) and for the coverage of option 1 of Section 191 without any reduction in the retiree's allowance, the Retirement System shall remain in effect during the term of this Agreement. , The Town will grant a Survivor 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 member’s accrued benefit account calculated as if the member had retired on the date of death. All members of the Retirement System shall have their rate of benefit in the Retirement System of the Town of Greenwich upon retirement defined in Section 179 of Article 14 of the Greenwich Municipal Code (Charter) calculated at two percent (2%) per year.

B. 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 2. Subject to the conditions set forth below, the COLA shall be 100% of the annual increase in the Consumer Price Index 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 April as reported in May 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.

C. 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 was 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 7 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 8 of this Article.)

2. Each employee shall be furnished a report of his contributions to the Retirement System not less often than once in every year.
3. The retirement allowance of an employee who retires shall be determined by the use of final compensation, including deferred income. Final compensation shall mean the annual earned compensation including deferred income, but excluding overtime and shift differential, if applicable, of a member during the one (1) year of creditable service with the Town of Greenwich for which such compensation was the highest.
4. 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.
5. Each employee with 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 shall be the employee's existing rate of contribution times his/her annual salary for each year of military service for which he/she wishes to buy credit. In no event may an employee buy credit for more than four years of service.
6. 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 no longer than the total prior service period of the employee with the Town up to the date of withdrawal of accumulated deductions, and, upon the employee restoring to

the Retirement System within six (6) months from date of rehire the entire amount of accumulated deductions together with interest up to the date of restoration.

7. The Town shall make available to members of the Retirement System the option 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. Employees with existing 403(b) accounts may continue to defer compensation to such accounts.

In the month of January of each year, the Town shall match a permanent full-time employee's contribution to his or hers 401-k deferred compensation account for prior calendar year contributions to a maximum of one thousand five hundred dollars (\$1,500.00). The Town match to be paid in January 2006 for calendar 2005 employee contributions shall be sixteen hundred dollars (\$1,600). The Town match to be paid in January 2007 for calendar 2006 employee contributions shall be eighteen hundred dollars (\$1,800). The Town match to be paid in January 2008 for calendar 2007 employee contributions shall be two thousand dollars (\$2,000). The Town will continue to match contributions to 403(b) accounts that were opened prior to July 1, 2005.

8. Defined Contribution Retirement Plan: A full-time regular employee covered by this Agreement who is not eligible, pursuant to the terms of paragraph 1 of this Article, for membership in the Town's Retirement System (a "post-2005 eligible employee"), is eligible to participate in the Town's Defined Contribution Retirement Savings Plan (the "DC Plan") as set forth in this paragraph 8.

- A. Mandatory participation – Each post-2005 eligible employee shall become a participant in the DC Plan as of his or her date of hire. Participation in the DC Plan shall be mandatory for such eligible employees.

- B. Mandatory 5% employee contribution/5% employer contribution – Immediately upon commencing participation in the DC Plan, each Participant shall contribute 5% of his or her base pay to the Plan, and the Town shall contribute an additional 5% of his or her base pay.

- C. Vesting – Each Participant is always 100% vested in his or her employee contributions account. Employer (Town) contributions shall at 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 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 shall direct the investment of his or her account.

9. Members of the Retirement System, Participants in the DC Plan and permanent part-time employees may elect to defer compensation to a 457 account.

### **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 eyeglasses or false teeth during the course of his 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.

**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 employees 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 two hundred dollars (\$200.00) per employee per year. Effective July 1, 2005 the non-cumulative limit on tool reimbursement shall be increased to \$500.

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 three hundred y (\$300.00) 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 one hundred fifty (\$150.00) dollars in June. Effective July 1, 2005 the uniform maintenance shall be increased to \$400 from \$300 and for part time employees to \$200 from \$150.
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. Probationary employees shall have no seniority until completion of their probationary period at which time credit shall be given for such 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. 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.

## **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 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.

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 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. The Town shall select for promotion from the appropriate employment register first from among the bargaining unit employees whose names appear on the employment register. In the event there are more than three bargaining unit employees on the employment register the Town shall first select from among the three most senior bargaining unit employees. In the event an employee whose name was on an employment register was bypassed for an promotion, and a less senior employee selected, the bypassed employee may request the Union to file a review of the selection to the Town's Director of Human Resources. The Town's Director of Human Resources shall conduct a limited review as to whether or not the selection was based on

articulated objective criteria and not an abuse of the appointing authorities discretion as permitted under this paragraph C. The Director of Human Resources shall communicate this information to the Union. Such decision shall not be subject to further review pursuant to Article XVIII (Grievance Procedure). This paragraph C shall terminate with the expiration of the collective bargaining agreement on June 30, 2008 and the parties shall revert to that portion of the former paragraph 1 of this Article providing that the most senior qualified employee on the employment register seeking the promotion shall be appointed.

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, part-time Nurse's Aide who applies for a full-time Nurse's Aide position shall be considered a current employee seeking promotion for purposes of this section. If such an individual is appointed, he/she shall serve six (6) months probation in the full-time position and shall be paid at the regular rate for the classification.

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 qualifications as stated on the job description or in lieu of the required supervisory experience have a minimum of three (3) years of satisfactory service as a permanent employee in a qualifying town position provided the employee meets any special requirements as stated on the job description.

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 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. Employees with three or more years of service in the same classification who

- transfer within that classification are not required to serve a trial period if the employee meets the following two conditions: no formal disciplinarys (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.
  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. Any promotional list established by the Town shall remain in effect for a period of one year from the date established.
  11. 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.

**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 processed through 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 Human Resources 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. The First Selectman 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 monthly statements of the accumulated vacation and sick leave for each employee.

### **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 per week and Certified Nursing Assistants and Licensed Practical Nurses who are scheduled to work less than three (3) shifts per workweek.

- 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 or part time employee of the Town who has not completed his/her probationary period. The probationary period shall consist of twenty-six (26) weeks of work beginning at the date of appointment. Probationary employees are not eligible for transfer. Probationary employees shall be paid at the probationary rate while serving in their 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 1 except for non-bargaining unit employees assigned to work at the golf course, skating rink and beach facility 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 6 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. Temporary employees 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
2. Regular full-time and regular part-time employees are, when employed in a classification set forth in Appendix I, members of the bargaining unit; part-time hourly, temporary, seasonal and emergency employees are not 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 which shall be provided each year to the employee as paid time off after the first six months of employment. A regular part time employee shall receive ten (10) pro rated days of paid vacation and pro rated holiday pay for holidays that occur when the employee would otherwise be scheduled to work. A permanent part time employee with twelve or more consecutive months of work shall earn one sick day per month. The pro-rating of paid leave as provide for in this paragraph shall be based on the number of hours the employee is scheduled to work during the workday.

### **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) moral 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, 2008.

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.

For the Town of Greenwich

By: \_\_\_\_\_  
Edward Doyle, Jr.  
President

By: \_\_\_\_\_  
James Lash,  
First Selectman

By: \_\_\_\_\_  
Alfred C. Cava,  
Director of Labor Relations

**APPENDIX I  
SALARY SCHEDULE**

Effective and retroactive to July 1, 2004, all rates of pay on the salary schedule in effect on June 30, 2004 annexed hereto as Appendix I shall be increased by three percent (3.0%).

Effective and retroactive to July 1, 2005, all rates of pay on the salary schedule in effect on June 30, 2004 annexed hereto as Appendix I shall be increased by three percent and a quarter (3.25%).

Effective July 1, 2006, all rates of pay on the salary schedule in effect on June 30, 2005 shall be increased by three and a quarter percent (3.25%).

Effective July 1, 2007, all rates of pay on the salary schedule in effect on June 30, 2006 shall be increased by three and a quarter percent (3.25%).

## APPENDIX I BASE SALARY SCHEDULE

		7/1/2004		7/1/2005		7/1/2006		7/1/2007	
<b>Job Classification</b>		<b>Hire Rate</b>	<b>Job Rate</b>	<b>Hire Rate</b>	<b>Job Rate</b>	<b>Hire Rate</b>	<b>Job Rate</b>	<b>Hire Rate</b>	<b>Job Rate</b>
T-01	Custodian Assistant	\$30,717	\$34,129	\$31,715	\$35,238	\$32,746	\$36,383	\$33,810	\$37,566
T-02	Custodian I	\$32,284	\$35,871	\$33,334	\$37,037	\$34,417	\$38,240	\$35,535	\$39,483
T-03	No positions	\$32,965	\$36,628	\$34,037	\$37,818	\$35,143	\$39,047	\$36,285	\$40,316
T-04	Laborer	\$35,000	\$38,890	\$36,138	\$40,154	\$37,312	\$41,459	\$38,525	\$42,806
	Park Gardner I								
	Waste Material Checker								
T-05	Dockmaster	\$36,356	\$40,396	\$37,537	\$41,708	\$38,757	\$43,064	\$40,017	\$44,464
	Park Gardener II								
	Storekeeper								
	Utility Worker								
T-06	(no current positions)	\$37,266	\$41,407	\$38,478	\$42,753	\$39,728	\$44,142	\$41,019	\$45,577
T-07	Custodian II	\$38,055	\$42,284	\$39,292	\$43,658	\$40,569	\$45,077	\$41,888	\$46,542
	Beach Caretaker								
	Inventory Ctr Worker (BOE)								
	Kennel Maintainer								
	Maintenance Mechanic I								
	Equipment Operator								
	Motor Equipment Operator								
	Sewer Plant Operator I								
	Warehouse Worker								
T-08	Building Maintenance Mechanic	\$39,757	\$44,175	\$41,049	\$45,610	\$42,383	\$47,093	\$43,761	\$48,623
	Carpenter								
	Maintenance Mechanic II								
	Maintenance Mechanic II Sewer								
	Mason								
	Painter								
	Warehouse Expediter								
	Warehouse Supervisor (Parks. & Rec.)								
T-09	Maintenance Mechanic Supervisor	\$40,656	\$45,174	\$41,977	\$46,642	\$43,342	\$48,158	\$44,750	\$49,723
	Park Gardener Foreman								
	Parking Meter Mechanic								
	Sewer Collection Repair Person								
T-10	(no current positions)	\$41,447	\$46,052	\$42,794	\$47,549	\$44,185	\$49,094	\$45,621	\$50,690
T-11	Carpenter Foreman	\$43,152	\$47,947	\$44,554	\$49,505	\$46,002	\$51,114	\$47,497	\$52,775
	Equipment Mechanic								
	Head Custodian (Elem)								
	Head Custodian (Town Hall)								
	Infiltration/Inflow Inspector (Sewer)								
	Instrumentation Mechanic								
	Instrumentation & Operations								
	Mechanic (BOE)								
	Painter Foreman								
	Tree Climber								

## APPENDIX I, continued

	Job Classification	7/1/2004		7/1/2005		7/1/2006		7/1/2007	
		Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate
T-12	Building Maintenance Foreman (Town Hall)	\$45,186	\$50,206	\$46,655	\$51,838	\$48,171	\$53,523	\$49,736	\$55,262
	Head Custodian, HS, Middle, Cos Cob (Cos Cob T-11 eff. 9/2005)								
	Heavy Equipment Operator								
	Highway Inspector								
	Highway Quality Control Inspector								
	Horticulturist								
	Marine Technician (Parks & Rec.)								
	Sewer Quality Control Inspector								
	Sewer Plant Instrumentation Mechanic								
	Sewer Plant Operator II								
	Heavy Duty Vehicle Mechanic								
T-13	Building Construction Foreman	\$49,479	\$54,976	\$51,087	\$56,763	\$52,748	\$58,608	\$54,462	\$60,513
	Building Operations Foreman								
	Equipment Supervisor (Parks & Rec.)								
	Facility Foreman								
	Golf Course Maintenance Supervisor								
	Highway Foreman								
	Marine & Fac. Operations Foreman								
	Park Foreman								
	Sewer Plant Maintenance Supervisor								
	Sewer Works Foreman								
	Trades Foreman								
	Traffic Signal Maintenance Mechanic								
	Tree Foreman								
	Heavy Duty Vehicle Mechanic ASE Certified								
	Shift Foreman – Fleet								
T-14	Shift Foreman – Fleet ASE Certified	\$53,931	\$59,923	\$55,684	\$61,871	\$57,493	\$63,882	\$59,362	\$65,958

**APPENDIX II (A)**  
**Nathaniel Witherell**  
**Base Salary Schedule and Lump Sum Payments**

For Employees Hired Prior to July 1, 2005 (except Bldg Maintenance Mechanics and LPN's)

Job Classification	Base Salaries		One Time Lump Sum Payments							
	July 1, 2004 – June 30, 2008		July 1, 2004		July 1, 2005		July 1, 2006		July 1, 2007	
	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate
NW-01 Food Service Worker N.W.	\$29,822	\$33,135	\$895	\$994	\$998	\$1,109	\$1,031	\$1,145	\$1,064	\$1,182
NW-02 Housekeeper I	\$31,344	\$34,826	\$940	\$1,045	\$1,049	\$1,166	\$1,083	\$1,204	\$1,119	\$1,243
Laundry Worker										
Certified Nursing Assistants										
NW-03 Cook I - N.W.	\$32,005	\$35,561	\$960	\$1,067	\$1,071	\$1,190	\$1,106	\$1,229	\$1,142	\$1,269
NW-04 Housekeeper II	\$33,981	\$37,757	\$1,019	\$1,133	\$1,138	\$1,264	\$1,174	\$1,305	\$1,213	\$1,347
NW-05 Cook II N.W.	\$35,297	\$39,219	\$1,059	\$1,177	\$1,182	\$1,313	\$1,220	\$1,356	\$1,260	\$1,400
NW-06 Housekeeping/Laundry Foreman	\$36,947	\$41,052	\$1,108	\$1,232	\$1,237	\$1,374	\$1,277	\$1,419	\$1,318	\$1,465
Motor Equipment Operator										

Each employee on the active payroll as of the dates listed below shall receive a one-time lump sum payment as shown on the above schedule.

Such payment shall be made with the first bi-weekly payroll following July 1. A newly hired employee shall become eligible to receive the one-time lump sum payment effective on the July 1<sup>st</sup> following the employee's completion of his or her probationary period.

**APPENDIX II (B)**  
**Nathaniel Witherell**  
**LPN and Building Maintenance Mechanic Base Salary Schedule**

		July 1, 2004		July 1, 2005		July 1, 2006		July 1, 2007	
		<u>Hire Rate</u>	<u>Job Rate</u>	<u>Hire Rate</u>	<u>Job Rate</u>	<u>Hire Rate</u>	<u>Job Rate</u>	<u>Hire Rate</u>	<u>Job Rate</u>
NW -07	Building Maintenance Mechanics (NW)	\$39,757	\$44,175	\$41,049	\$45,610	\$42,383	\$47,093	\$43,761	\$48,623
NW-08	LPN (Staff/Charge)	\$47,218	\$52,464	\$48,753	\$54,169	\$50,337	\$55,930	\$51,973	\$57,747

**Appendix II (C)**  
**Base Hourly Rate Schedule**  
**Nathaniel Witherell**

For Employees Hired On Or After July 1, 2005, except LPN Staff/Charge

<u>Job Classification</u>	July 1, 2005		July 1, 2006		July 1, 2007	
	<u>Hire</u>	<u>Job</u>	<u>Hire</u>	<u>Job</u>	<u>Hire</u>	<u>Job</u>
Food Service Worker N.W.	\$10.91	\$12.12	\$11.13	\$12.36	\$11.35	\$12.61
Housekeeper I	\$10.00	\$11.10	\$10.19	\$11.32	\$10.39	\$11.55
Laundry Worker	\$10.25	\$11.39	\$10.46	\$11.62	\$10.67	\$11.85
Certified Nursing Assistants	\$12.15	\$13.50	\$12.39	\$13.77	\$12.64	\$14.05
Cook I - N.W.	\$12.44	\$13.83	\$12.70	\$14.11	\$12.95	\$14.39
Housekeeper II	\$10.52	\$11.69	\$10.73	\$11.92	\$10.95	\$12.16
Cook II N.W.	\$15.61	\$17.35	\$15.93	\$17.70	\$16.25	\$18.05
Housekeeping/Laundry Foreman	\$14.17	\$15.74	\$14.45	\$16.05	\$14.74	\$16.38
Motor Equipment Operator	\$14.17	\$15.74	\$14.45	\$16.05	\$14.74	\$16.38
Building Maintenance Mechanic - NW	\$14.62	\$16.25	\$14.92	\$16.58	\$15.22	\$16.91

### **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. To be eligible for reimbursement, the safety shoe purchased by the employee must meet American National Standards Institute (ANSI) standards and such ANSI rating must accompany the receipt.

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.

Custodians shall receive two (2) coveralls for cleaning of furnaces.

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 the following town-wide transfer procedure shall be followed:

1. The Department of Human Resources shall send to each Head Custodian or appropriate Custodian II supervisor a roster listing the names of all Custodian II's assigned to that location and sufficient copies of a transfer notice for each Custodian II. The Head Custodian or appropriate supervisor shall be responsible for delivering a copy of the transfer notice to each Custodian II and in obtaining the signature of each Custodian on the roster provided by the Department of Human Resources acknowledging receipt of the transfer notice. The Head Custodian or the appropriate supervisor shall have one calendar week from receipt of the roster and transfer notices to deliver the notices and obtain the signatures of each Custodian II. The Head Custodian or the appropriate supervisor shall preserve and safeguard the roster in the event that a claim is made that the notification procedures were not properly followed.

In the absence of the Head Custodian, the Acting Head Custodian or other appropriate supervisor shall be responsible for delivering the transfer notices and obtaining the signatures of each Custodian II acknowledging that the notice was received. In the event that a Custodian II is absent from work during this one-week 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 one-week period and such mailing shall constitute delivery of the notice. The Head Custodian or appropriate supervisor shall note on the roster that the transfer notice was mailed and the date of the mailing. 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 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

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. At this meeting the following items will be discussed and agreed to:

## B. Conditions

All Teamster Local 456 employees, the Town, the Union 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. Annexed to this Agreement as Addendum I is the Form Agreement which contains a Part A and a Part B which shall be used for this purpose.

## 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. For employees who are serving in their probationary period, the Form Agreement annexed to this agreement as Addendum II shall apply which contains a Part A and a Part B. 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 and 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. Annexed to this Agreement as Addendum III is the Form Agreement which contains a Part A and a Part B and the Form Agreement which shall be used for this purpose.

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 shall be amended to include any modification of treatment and/or additional conditions place 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 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.

**ADDENDUM I  
PART A**

**TERMS AND CONDITIONS  
REGULAR EMPLOYEE VOLUNTARY PARTICIPATION IN SUBSTANCE ABUSE  
TREATMENT IN-PATIENT PROGRAM**

Employee Name:

Title:

In-patient Treatment Program:

Period of Attendance:

**AGREEMENT TO CONDITIONS:**

I, \_\_\_\_\_, understand and agree to the following condition concerning my participation in an Employee Assistance Program (hereafter "EAP") in connection with my substance abuse problem. I understand and agree that I shall adhere to all requirements of the \_\_\_\_\_ Treatment Program which I will attend from \_\_\_\_\_ to \_\_\_\_\_. I understand and agree that information concerning my participation and status in this treatment program will be released to the Director of Human Resources, a representative of Local 456, I.B.T. and the Employee Assistance Program Coordinator. I also understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

I have read the terms and conditions concerning my participation in an outpatient treatment program which are set forth in Part B of this document. I accept and agree to the terms and conditions concerning outpatient treatment.

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

REVIEWED AND AGREED TO:

FOR: TEAMSTER LOCAL 456

FOR: TOWN OF GREENWICH

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

FOR THE EAP:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**ADDENDUM I  
PART B**

**TERMS AND CONDITIONS  
REGULAR EMPLOYEE PARTICIPATION IN OUT-PATIENT TREATMENT PROGRAM**

Employee Name:

Title:

Outpatient Treatment Program:

Day, Time and Location of Attendance:

**AGREEMENT TO CONDITIONS:**

I, \_\_\_\_\_, understand and agree to the following conditions in connection with my return to duty and participation in the above-referenced outpatient treatment program. I understand and agree that I shall adhere to all requirements of the \_\_\_\_\_ Treatment Program which I will attend on the day(s), time(s) and location stated above. I understand and agree that information concerning my participation and status in this treatment program will be released to the Director of Human Resources, a representative of the Union and the Employee Assistance Program Coordinator. I also understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

REVIEWED AND AGREED TO:

FOR: TEAMSTER LOCAL 456

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

FOR: TOWN OF GREENWICH

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

FOR THE EAP:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**ADDENDUM II  
PART A**

**TERMS AND CONDITIONS  
PROBATIONARY EMPLOYEE PARTICIPATION IN SUBSTANCE ABUSE TREATMENT IN-  
PATIENT PROGRAM**

Employee Name:

Title:

In-patient Treatment Program:

Period of Attendance:

**AGREEMENT TO CONDITIONS:**

I, \_\_\_\_\_, understand and agree to the following conditions concerning my participation in an Employee Assistance Program (hereafter "EAP") in connection with my substance abuse problem. I understand and agree that information concerning my participation and status in this treatment program will be released to the Director of Human Resources, a representative of the Local 456, I.B.T. and the Employee Assistance Program Coordinator. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

I have read the terms and conditions concerning my participation in an outpatient treatment program which are set forth in Part B of this document. I accept and agree to the terms and conditions concerning outpatient treatment.

I further understand and agree that the period of my probationary service shall be held in abeyance during the time of my participation in the treatment program and until my return to full duty employment with the Town. That is, until I am able to return to full duty employment with the Town of Greenwich, I will not accrue any further time for purposes of my probationary period in my title.

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

REVIEWED AND AGREED TO:

FOR: TEAMSTER LOCAL 456

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

FOR: TOWN OF GREENWICH

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

FOR THE EAP:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**ADDENDUM II  
PART B**

**TERMS AND CONDITIONS - PROBATIONARY EMPLOYEE PARTICIPATION IN  
OUTPATIENT TREATMENT PROGRAM**

Employee Name:

Title:

Outpatient Treatment Program:

Date, Time and Location of Attendance:

AGREEMENT TO CONDITIONS:

I, \_\_\_\_\_, understand and agree to the following conditions in connection with my return to duty and participation in the above-referenced outpatient treatment program. I understand and agree that I shall adhere to all requirements of the \_\_\_\_\_, Treatment Program which I will attend on the day(s), time(s) and location stated above. I understand and agree that information concerning my participation and status in this treatment program will be released to the Director of Human Resources, a representative of the Union and the Employee Assistance Program Coordinator. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

REVIEWED AND AGREED TO:

FOR: TEAMSTER LOCAL 456

FOR: TOWN OF GREENWICH

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

FOR THE EAP:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**ADDENDUM III  
PART A**

**TERMS AND CONDITIONS  
EMPLOYEE PARTICIPATION IN SUBSTANCE ABUSE TREATMENT IN-PATIENT PROGRAM**

Employee Name:

Title:

Inpatient Treatment Program:

Period of Attendance:

**AGREEMENT TO CONDITIONS:**

I, \_\_\_\_\_, understand and agree to the following conditions concerning my participation in the Town of Greenwich and the Employee Assistance Program (hereafter "EAP") in connection with my substance abuse problem. I understand and agree that information concerning my participation and status in this treatment program will be released to the Director of Human Resources, a representative of the Local 456, I.B.T. and the EAP Coordinator. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

I have read the terms and conditions concerning my participation in an outpatient treatment program which are set forth in Part B of this document. I accept and agree to the terms and conditions concerning outpatient treatment.

I understand and agree that the disciplinary penalty set forth below is being held in abeyance at the sole discretion of the Town of Greenwich and that this penalty may be imposed at any time within 24 months following my return to work in the discretion of the Town of Greenwich:

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

REVIEWED AND AGREED TO:

FOR: TEAMSTER LOCAL 456

FOR: TOWN OF GREENWICH

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

FOR THE EAP:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**ADDENDUM III  
PART B**

**TERMS AND CONDITIONS  
EMPLOYEE PARTICIPATION IN OUTPATIENT TREATMENT PROGRAM**

Employee Name:

Title:

Outpatient Treatment Program

Day, Time and Location of Attendance

AGREEMENT TO CONDITIONS:

I, \_\_\_\_\_, understand and agree to the following conditions in connection with my return to duty and participation in the above-referenced outpatient treatment program under the auspices of the Employee Assistance Program. I understand and agree that I shall adhere to all requirements of the \_\_\_\_\_, Treatment Program which I will attend on the day(s), time(s) and location stated above. I understand and agree that information concerning my participation and status in this treatment program will be released to the Director of Human Resources, a representative of the Union and the EAP Coordinator. I understand and agree that I will be tested for intoxicants and controlled substances during my participation in the treatment program and that the results of any such tests will be released to the persons described above.

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

REVIEWED AND AGREED TO:

FOR: TEAMSTER LOCAL 456

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

FOR: TOWN OF GREENWICH

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

FOR THE EAP:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**APPENDIX IX  
PREFERRED PROVIDER ORGANIZATION MEDICAL PLAN**

**Summary Preferred Provider (PPO) Copay Benefit** This is a summary of benefits for your Preferred Provider Organization Copay plan. *All plan deductibles, plan out-of-pocket maximums, plan maximum and service specific maximums (dollar and occurrence) cross accumulate between in and out-of-network unless otherwise noted.*

<i><b>Benefits</b></i>	<i><b>ANTHEM HealthCare Preferred Provider Copay Plan</b></i>	
	<i><b>In-Network</b></i>	<i><b>Out-of-Network</b></i>
<i><b>Lifetime Maximum</b></i>	Unlimited	\$1,000,000
<i><b>Dependent Children</b></i>	Children covered to age 19, full time students to age 25 (Termination is end of birth month)	
<i><b>Calendar Year Deductible</b></i> Individual Two Person Aggregate Family Maximum Common Accident Multiple Birth	Not applicable	\$200 per person \$400 for two people \$500 per family One individual ded. applies One individual ded. Applies
<i><b>Out-of-Pocket Maximum</b></i> Includes deductible Individual Two Person Aggregate Family Maximum Does not apply to  Benefits for accident or sickness are paid at 100% once an individual's out-of-pocket maximum has been reached ( <b>Includes Mental Health &amp; Substance Abuse</b> ).	Not applicable	Yes \$800 per person \$1,600 for two people \$2,000 per family Non-compliance penalties and charges in excess of Reasonable & Customary
<i><b>Reasonable &amp; Customary Charges</b></i>	Not applicable	Paid at the 90 <sup>th</sup> percentile
<i><b>Outpatient Doctor's Office Visits</b></i> For illness/injury  Allergy Injections	No charge after \$10 per visit copay  No charge	80% after deductible  80% after deductible

<b>Benefits</b>	<b>ANTHEM HealthCare Preferred Provider Copay Plan</b>	
	<b><i>In-Network</i></b>	<b><i>Out-of-Network</i></b>
<b><i>Preventive Care</i></b>		
Routine Preventive Care for Children & Adults (including immunizations)	No charge	80% after deductible
Well Woman Care (including Pap Test)	No charge	80% after deductible
Mammograms	No charge	80% after deductible
Routine Hearing Exams (Once each in every 24 months)		80% after deductible
<b><i>Routine Vision Exams</i></b> (Once each in every 24 months)	No charge	
<b><i>Voluntary Second Opinions for Surgery</i></b>	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility	80% after deductible
<b><i>Outpatient Pre-Admission Testing</i></b>		
Office Visit	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility	80% after deductible
Outpatient Facility	No charge	80% after deductible
<b><i>Inpatient Hospital - Facility Services</i></b> Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Semi-private room	Limited to the semi-private negotiated rate	Limited to semi-private rate
Private room	Limited to the semi-private negotiated rate	Limited to semi-private rate (Unless medically necessary or Hospital does not have semi-private rooms)
Intensive Care Unit	Limited to the negotiated rate	Limited to the ICU daily rate
<b><i>Inpatient Hospital Doctor's</i></b>	No charge	80% after deductible

<b>Benefits</b>	<b>ANTHEM HealthCare Preferred Provider Copay Plan</b>	
	<b><i>In-Network</i></b>	<b><i>Out-of-Network</i></b>
<b><i>Visits/Consultations</i></b>		
<b><i>Inpatient Hospital Professional Services</i></b> Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
<b><i>Multiple Surgical Reduction</i></b>	Negotiated arrangement	Multiple surgeries performed during one operating session will result in payment reduction of 50% of the surgery of the lesser charge. The most expensive procedure is paid as any other surgery.
<b><i>Outpatient Surgical Facility Services</i></b>	No charge	80% after deductible
<b><i>Outpatient Professional Services</i></b> Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
<b><i>Emergency Care</i></b> Doctor's Office  Hospital Emergency Room  Outpatient Facility or other Urgent Care Facility Walk In Center  Ambulance (medically necessary)	No charge after \$10 per visit copay  No charge after \$25 per visit copay**  No charge after \$10 per visit copay**  No charge	No charge after \$10 per visit copay  No charge after \$25 per visit copay**  No charge after \$10 per visit copay**  No charge
<b><i>Skilled Nursing Facility</i></b> Up to a maximum of 120 days per calendar year  No prior hospitalization required	No charge	80% after deductible
<b><i>Independent Lab and X-ray Services</i></b> (Facility and Professional Services) Hospital Outpatient  Lab and X-ray Facility	No charge  No charge	80% after deductible  80% after deductible

<b>Benefits</b>	<b>ANTHEM HealthCare Preferred Provider Copay Plan</b>	
	<b>In-Network</b>	<b>Out-of-Network</b>
Doctor's Office	No charge, included in \$10 per visit copay if performed and billed by treating physician	80% after deductible
<b>Outpatient Short Term Rehabilitation</b> Includes: Physical Therapy Speech Therapy	No charge after \$10 per visit copay	80% after deductible
<b>Chiropractic Outpatient Rehabilitation</b> (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
<b>Occupational Outpatient Rehabilitation</b> (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
<b>Home Health Care</b>	No charge	80% after deductible
<b>Outpatient Private Duty Nursing</b> (when medically necessary)	No charge	80% after deductible
<b>Hospice (Patient diagnosed with 6 months or less to live)</b> Inpatient Facility	No Charge	80% after deductible
Outpatient Setting	No Charge	80% after deductible
<b>Abortion</b> . Inpatient Facility	No charge	80% after deductible
Outpatient Surgical Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<b>Family Planning</b> Office Visits including Tests and Counseling	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a separate facility	80% after deductible
Surgical sterilization procedures for Vasectomy/Tubal Ligation (excludes reversals)		
Inpatient Facility	No charge	80% after deductible
Outpatient Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible

<b>Benefits</b>	<b>ANTHEM HealthCare Preferred Provider Copay Plan</b>	
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Maternity</b>		
Initial visit to determine pregnancy	No charge after \$10 per visit copay	80% after deductible
All subsequent Prenatal visits, Postnatal visits and Delivery	No charge	80% after deductible
Hospital Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Birthing Center	No charge	80% after deductible
<b>Infertility Treatment (Including Artificial Insemination, In-vitro Fertilization, GIFT, ZIFT) (\$25,000 per Lifetime)</b>		
Doctor's Office Visit	No charge after \$10 per visit copay	80% after deductible
Inpatient Facility Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<b>Organ Transplants</b>		
Includes all medically appropriate, non-experimental transplants Inpatient Facility Covered in full subject to Pre-Admission Certification/Continued Stay Review <b>(Includes Travel Benefit for Lifesource Facilities only)</b>	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<b>Durable Medical Equipment</b>	No charge	80% after deductible
<b>External Prosthetic Appliances</b>	No charge	80% after deductible
<b>Hearing Aids</b>	No charge up to \$500 one every 24 months Children up to age 12 \$1,000 every 24 months.	
<b>Mental Health (Includes Metabolic Disorders)</b>		
Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Outpatient	No charge after \$10 per visit	80% after deductible

<b>Benefits</b>	<b>ANTHEM HealthCare Preferred Provider Copay Plan</b>	
	<b>In-Network</b>	<b>Out-of-Network</b>
	copay	
<b>Alcohol and Drug Abuse Rehabilitation</b> Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review  Outpatient	No charge  No charge after \$10 per visit copay	80% after deductible  80% after deductible
<b>Temporomandibular Joint Syndrome (TMJ)</b> (Appliances Only – remainder of charges covered under dental)	No charge	80% after deductible
<b>Prescription Drugs</b>	PROVIDED BY Caremark	
<b>Medical/Health Information</b>	MyHealth@Anthem.com	
<b>Pre-Admission Certification - Continued Stay Review</b>	Inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review ( <b>PAC/CSR</b> ) \$400 Penalty for non-compliance. To pre-certify, call 1-800-233-4947	
<b>Case Management - Voluntary Program</b>	This is a service designed to provide assistance to a patient who is at risk of developing medical complications or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain balance between quality and cost effective care while a maximizing the patient's quality of life. 1-800-233- 4947	

### **Specific Covered Benefits:**

This plan provides certain benefits related to breast reconstruction. If a participant or dependent under this plan is receiving mastectomy benefits and elects breast reconstruction in connection with the mastectomy, coverage will include:

1. Reconstruction of the breast on which a mastectomy has been performed;
2. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedema.

### **Benefit Exclusions (by way of example but not limited to):**

- < Services not medically necessary, except specifically outlined preventive care
- < Cosmetic Surgery, unless a) a person receives an injury, while insured for these benefits, which results in bodily damage requiring the surgery; or b) it qualifies as reconstructive surgery following medically

- necessary surgery; c) it is required to provide or restore a normal bodily function; or d) it is performed on a dependent who is less than 16 years old.
- < Charges which the person is not legally required to pay
  - < Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service
  - < Experimental or investigational procedures and treatments not approved by the American Medical Association
  - < Any injury resulting from, or in the course of, any employment for wage or profit
  - < Any sickness covered under any workers compensation or similar law
  - < Custodial services not intended primarily to treat a specific injury or sickness, or any education or training
  - < Reports, evaluations, examinations or hospitalizations not required for health reasons
  - < Reversal of voluntary sterilization procedures
  - < Transsexual surgery and related services
  - < Surgical treatment for correction of refractive errors, including radial keratotomy
  - < Routine foot care
  - < Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder
  - < Over the counter disposable or consumable supplies
  - < Charges in excess of the Reasonable and Customary allowance
  - < Speech therapy if a) used to improve speech skills that have not been fully developed; b) can be considered custodial or educational; or c) intended to maintain speech communication. Speech therapy which is not restorative in nature will not be covered.
  - < Eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery
  - < Treatment of teeth/periodontal under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth and for oral surgical procedures performed in a hospital that are dental in nature.

***This Benefit Summary highlights some of the benefits available under your plan. A complete description regarding the terms of coverage, exclusions and limitations, will be provided in your insurance certificate or plan description which controls in the event of any conflict.***

***Anthem Blue Cross Blue Shield of Connecticut.***

**APPENDIX X  
ANTHEM BLUECARE POS**

Network	<i>Description of Benefits</i>	In-Network You pay:	Out-of- You pay:
<b>PREVENTIVE CARE</b>			
		<i>Connecticut Providers Only</i>	
<b>Well child care</b> (including immunizations)	6 exams birth to 1 year; 6 exams 1 through 5 years Then 1 exam per year	\$10 Co-payment	20%
<b>Periodic, routine health examinations</b>	1 exam every year	\$10 Co-payment	20%
<b>Routine eye exam</b>	One exam every 24 months	No Copayment	20%
<b>Hearing screening</b>	As part of the preventive exam	\$10 Copayment	20%
<b>Routine Ob/Gyn visits</b>	1 exam per year	\$10 Copayment	20%
<b>Mammography</b>	1 baseline age 35-39 1 screening every year age 40+ Additional exams when medically necessary	\$10 Copayment	20%
<b>MEDICAL CARE</b>			
<b>Primary care office visits</b>		\$15 Per Visit	20%
<b>Specialist consultations</b>		\$15 Per Visit	20%
<b>Maternity Care</b>	Pre- natal, delivery, and post-natal care Prior authorization required	\$15 first visit only	20%
<b>Laboratory</b>		No Charge	20%
<b>X-ray and diagnostic tests</b>	In Office In Hospital, stand-alone procedure	No Charge No Charge	20% 20%
<b>Allergy Services</b>			
Office visits		\$15 Per Visit	20%
Allergy injections and testing	Unlimited Injections	No Charge	20%
<b>HOSPITAL CARE</b>			
	<i>Prior Authorization Required.</i>		
<b>Semi-private room</b>		No Charge	20%
<b>Maternity and newborn care</b>		No Charge	20%
<b>Skilled nursing facility</b>	Up to 120 days per calendar year	No Charge	20%
<b>Rehabilitative services</b>	Up to 60 consecutive days per medical condition	No Charge	20%
<b>Outpatient Surgery</b>	In a hospital or surgi-center	No Charge	20%
<b>Hospice</b>	Unlimited	No Charge	20%
<b>EMERGENCY CARE</b>			
<b>Emergency room</b>	Copayment waived if admitted	\$50 Per Visit	\$50 Per Visit
<b>Ambulance</b>	Unlimited maximum on land and air	No Charge	No Charge
<b>Urgent care</b>		\$15 Per Visit	\$15 Per Visit

*Description of Benefits, continued*

		<i>In-Network You pay:</i>	<i>Out-of-Network You pay:</i>
<b>OTHER HEALTH CARE</b>		<i>Prior Authorization Required</i>	
<b>Prosthetic devices</b>		No Charge	20%
<b>Durable medical equipment</b>		No Charge	20%
		<i>No Prior Authorization Required</i>	
<b>Home health care</b>	Includes infusion therapy-Unlimited Maximum	No Charge	20% after a \$50 deductible
<b>Outpatient Rehabilitative services</b> (Speech therapy)		\$15 Per Visit	20%
<b>Outpatient Rehabilitative services</b> (including physical therapy, occupational therapy and chiropractic treatment)	Subject to medical necessity based on information obtained from your health care provider	\$15 Per Visit	20%
<b>Outpatient cardiac rehabilitation therapy</b>	Up to 36 visit maximum per cardiac episode	\$15 Per Visit	20%
<b>Infertility</b>	\$25,000 lifetime maximum (includes services and drugs administered for the treatment of infertility). Including In-Vitro. GIFT/ZIFT not covered.	\$15 Per Visit	20%
<b>Dental Care</b>	Limited to Accidental Injury to Sound Natural Teeth. No Charge for Inpatient Facility, Outpatient Facility or Physicians Services other than Office Visit.	\$15 Per Visit	20%
<b>Hearing Aids</b>	Limited to one every 24 months <b>(Children up to the age of 12 receive a \$1,000 maximum every 24 months)</b>	No Charge (up to \$500)	No Charge (up to \$500)
<b>TMJ</b>	Includes Appliances Only	No Charge	20%

**MENTAL HEALTH/ SUBSTANCE ABUSE CARE** *No Prior Authorization Required*

**\*\*Send all claims to for MENTAL HEALTH/SUBSTANCE ABUSE CARE ONLY:**

*Anthem Behavioral Health, PO BOX 22899, Denver, CO 80222-0899\*\**

**ANTHEM BEHAVIORAL HEALTH CUSTOMER SERVICE LINE – 1-800-934-0331**

Members may access participating mental health/substance abuse provider groups either by referral from their PCP, emergency room, Employee Assistance Program, self-referral, or the Plan. Higher cost-shares apply when using non-participating mental health/substance abuse providers.

<b>Mental health and Substance abuse- inpatient</b>	No Charge	20%
<b>Mental health outpatient/office visits</b>	\$15 Per Visit	20%

**How To Use Your Plan**

With BlueCare Point of Service (POS) you have the flexibility to access your benefits in two different ways:

***In-Network:*** You can maximize your benefits and minimize your costs and paperwork when a participating provider delivers care. Simply present your membership card and pay any applicable cost-share(s). Participating providers will submit claims directly Anthem Blue Cross and Blue Shield of Connecticut on your behalf.

***Out-of-Network:*** If you wish to visit a provider who does not participate with the plan, you'll still be covered for designated services after meeting a deductible and paying coinsurance. Non-participating providers also may charge you for any balance above the maximum allowable amount. When utilizing the out-of-network option, members are responsible for obtaining pre-certification or prior authorization

for specified services. If the member fails to obtain the necessary pre-certification or prior authorization, benefits may be reduced or denied.

**Prior Authorization:** Prior authorization is required for inpatient admissions and specified outpatient procedures.

**Description of Benefits, continued**

**Schedule of Benefits:**

	<b>In-Network You Pay:</b>	<b>Out-of-Network You Pay:</b>
Annual Coinsurance Limit	None	Individual: \$900 2 Person: \$1500 Family: \$2100
Lifetime Maximum	Unlimited	\$1,000,000
Annual Deductible	None	Individual: \$250 2 Person: \$500 Family: \$700
Coinsurance	None	20%

**Medical Claims Address:**  
**ANTHEM BLUE CROSS AND BLUE SHIELD**  
**PO BOX 533**  
**NORTH HAVEN, CT 06473-0533**

**Customer Service Phone Number:**  
**1-800-233-4947**

**This does not constitute your health plan or insurance policy. It is only a general description of BlueCare POS benefits and exclusions.**

Revised 09/10/2003

## APPENDIX XI PRESCRIPTION DRUGS COVERAGE

This is a summary of benefits for your Preferred Provider Organization Copay plan. This prescription drug plan shall terminate on December 31, 2005.

Benefit Feature	In-Network	Out-of-Network
Prescription Drugs Retail Card Plan	\$5/generic; \$10/brand. Up to 30 days supply for scripts filled at participating pharmacy  Mandatory generic substitution with physician override	Limit to Network price less copay
Prescription Drugs Mail-Order Plan	\$7/generic; \$10/brand. Up to 90 day supply	Limit to Network price less copay

Prescription Drug Plan to become Effective January 1, 2006

PRESCRIPTION DRUGS		
Prescription Coverage Retail Pharmacy	\$ 5 Generic Drug Co-payment \$15 Preferred Brand Name Drug Co-payment \$30 Co-payment for all other drugs per prescription  Mandatory Mail Order for maintenance medications after 2 retail  Unlimited Maximum per Member, per Calendar Year	Covered in Network Only
Mail Order Pharmacy	\$10 Generic, \$30 Preferred Brand Name \$60 all other drugs (up to a 90-Day Supply)	Covered in Network Only

**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

For Class D- Orthodontia:

Lifetime maximum per person ..... \$2,250  
(Age 0 to 19 years old)

Pre-Existing..... None

**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 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 XIV  
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 the non-peak season in 2003, the parties shall to 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 <sup>st</sup> 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 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 XV**  
**NATHANIEL WITHERELL AGREEMENT TO REOPEN NEGOTIATIONS**

WHEREAS, the Representative Town Meeting (“RTM”) on September 20, 2004 adopted a Sense of the Meeting resolution that was proposed by the RTM Special Committee on Nathaniel Witherell, and

WHEREAS, the Sense of the Meeting resolution provided in part that a new long term nursing care facility be constructed and that a Connecticut not-for profit be established to purchase the new facility from the Town and assume responsibility for its operations, and

WHEREAS, in the event a Connecticut not-for-profit assumes responsibility for Nathaniel Witherell operations, Town employees employed at Nathaniel Witherell would cease being employees of the Town and those who continue employment at Nathaniel Witherell would become employees of the Connecticut not-for-profit, and

WHEREAS, Local 456 I.B.T. is desirous in continuing Town employee status for employees employed at Nathaniel Witherell following the construction of the new facility, and

WHEREAS, to that end, Local 456 I.B.T. and the Town are willing to negotiate terms and conditions of employment for employees employed at Nathaniel Witherell that are consistent with an industry based compensation plan,

NOW THEREFORE BE IT RESOLVED, that the Town and Local 456 I.B.T. agree to re-open negotiations during the term of this Agreement as follows:

1. The Town and/or Local 456 I.B.T. may, during the term of the collective bargaining agreement, serve the other party with a written demand pursuant to the terms of this re-opener Agreement to re-negotiate terms and conditions of employment limited to employees employed at Nathaniel Witherell.

2. Upon receipt of a written demand pursuant to paragraph 1, the parties shall meet within fifteen calendar days and commence negotiations. The Town negotiators shall include representatives of Nathaniel Witherell and Local 456 I.B.T. negotiators shall include representative employees from Nathaniel Witherell.

3. The parties shall negotiate terms and conditions of employment that would be applicable should the employees remain Town employees and negotiate the impact on employees terms and conditions of employment should Nathaniel Witherell cease being a Town operated facility.

4. In the event of an impasse in the negotiations the statutory impasse resolution procedures shall not apply.