

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF GREENWICH

AND

LOCAL #456 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 2008 - June 30, 2011

**Amended March 5, 2010 to include terms for Nathaniel Witherell represented employees
Amended March 24, 2010 to add premium pay for work on holidays (Article IV,
paragraph D) and to delete the incorrect reference to Appendix II in paragraph C (re:
NW)**

**May 12, 2010 updated medical plan appendices and added Nathaniel Witherell
transfer/hiring procedure and staffing and overtime appendices.**

**Amended September , 2010 to include July 1, 2007 lump sum payments for certain
employees at Nathaniel Witherell and the July 1, 2010 general wage increase covering all
bargaining unit positions.**

TABLE OF CONTENTS

<u>Article</u>	<u>Topic</u>	<u>Page</u>
I	RECIPROCAL RIGHTS	1
II	WORK DAY AND WORK WEEK	3
III	WAGES AND PREMIUM PAY	4
IV	HOLIDAYS	9
V	VACATIONS	10
VI	SICK LEAVE	12
VII	INJURY LEAVE	13
VIII	BEREAVEMENT LEAVE	15
IX	PERSONAL LEAVE	15
X	HEALTH APPOINTMENTS	15
XI	INSURANCE	16
XII	RETIREMENT	19
XIII	DAMAGED EYEGLASSES & FALSE TEETH	22
XIV	SAFE WORKING CONDITIONS	22
XV	UNIFORMS & TOOLS	23
XVI	SENIORITY	23
XVII	APPOINTMENTS	24
XVIII	GRIEVANCE PROCEDURE	27
XIX	MISCELLANEOUS EMPLOYEE NOTICES	29
XX	CATEGORIES OF EMPLOYEES	30
XXI	EMPLOYEE DISCIPLINE	31
XXII	LENGTH OF CONTRACT	31
APPENDIX I	GENERAL WAGE INCREASE AND SALARY SCHEDULE	34
APPENDIX II	NATHANIEL WITHERELL SALARY SCHEDULE	39
APPENDIX III	CLOTHING	41
APPENDIX IV	AGENCY SHOP APPEAL	42
APPENDIX V	ALLOCATION OF POSITIONS TO SALARY GRADES	43
APPENDIX VI	CUSTODIAN II TRANSFER PROCEDURE	44
APPENDIX VII	SUBCONTRACTING PROCEDURE	45
APPENDIX VIII	EMPLOYEE SUBSTANCE ABUSE, TREATMENT AND DISCIPLINE	48

<u>Article</u>	<u>Topic</u>	<u>Page</u>
APPENDIX IX	ANTHEM HD-HSA	57
APPENDIX X	PRESCRIPTION DRUG PLAN	60
APPENDIX XI	DENTAL BENEFITS	61
APPENDIX XII	SEWER DIVISION EMERGENCY STANDBY COVERAGE AGREEMENT	62
APPENDIX XIII	ISLAND CARETAKER AGREEMENT	64
APPENDIX XIV	EMPLOYEE USE OF TOWN OWNED VEHICLES	67
APPENDIX XV	SCHOOL HEAT ALARM RESPONSE OPERATING PROCEDURE	68
APPENDIX XVI	APPENDIX XVII NATHANIEL WITHERELL TRANSFER.HIRING PROCEDURE CERTIFIED NURSES ASSISTANTS AND LICENSED PRACTICAL NURSES	70

**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. The existing subcontracting practices at Nathaniel Witherell regarding landscaping and snow/ice removal shall continue.
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. (A) The Union Chief Steward and the Assistant Stewards, shall, with prior notice, be permitted time from work in reasonable amounts, without loss of pay, for the purpose of adjusting grievances and for the administration of this agreement, as long as the time off does not interfere unreasonably with Town business.

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

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

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

8. An employee of the bargaining unit who is a director of the Greenwich Municipal Employee's Credit Union or Member's Credit Union shall be granted leave from duty with full pay up to two (2) hours per month, non-cumulative, for all necessary directors' meetings of the Credit Union, when such meetings take place at a time during which such employee is scheduled to be on duty. The aggregate number of employee directors granted such leave shall not exceed a total of two (2) per month.
9. The Union shall provide the Town with the names of its shop stewards and chief steward within ten (10) days of selection. Unless an employee is listed as a steward on such list, the Town shall have no obligation to recognize the employee as such.
10. The Town shall provide the Union's Chief Shop Steward with reasonable notice of transfer of bargaining unit employees, employees newly hired into the bargaining unit and notice of the abolishment of bargaining unit positions.

**ARTICLE II
WORK DAY AND WORK WEEK**

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

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

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

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

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

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

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

3. Subject to the applicable terms of paragraphs 1 and 2 of this Article, the Town may, for operational and/or business reasons, change the workday and/or workweek, of an employee by providing the employee with written notice of such change within five (5) days of the effective date of the change in workday and ten (10) days of the effective date of the change in the workweek, except in emergencies situations when no notice is required. The Town shall not change the regular shift of any employee in order to cover temporary assignments of less than

two months. For purposes of this section, emergencies shall include only those bona-fide local emergencies such as civil disorders, panics, hurricanes, tornadoes; floods, and threat to life and limb of the citizens of the Town, which are declared by the First Selectman of the Town of Greenwich, the Governor of the State, or the President of the United States and which require unusual and immediate services by the employees. Unusual and extreme weather conditions, except as expressly set forth in this section, shall not constitute an emergency.

4. There shall be no split shifts, and all hours of work shall be consecutive except upon mutual agreement between the Town, the employee and the Union subject to the following conditions: the purpose in splitting the shift is not to avoid the payment of overtime or shift differential; and, will not alter the starting or ending time of a shift for another employee.
5. Starting and finishing times for any group of employees shall be determined by the Town and shall be uniform, except that variations in uniform starting and finishing times may be permitted for any employee or employees where reasonably required by needs of the Town, except to avoid overtime.
6. Supervisory personnel shall not perform Union work, but this shall not prohibit the performance of insubstantial, temporary, or emergency work.
7. Regular full time employees shall be given preference over other employees in determining the duty schedule for the weekend (defined as 7:30 a.m. Saturday to 7:30 a.m. Monday) in seven (7) day operations.
8. All work schedules for employees working a rotational shift schedule (e.g. CNA's and LPNs) shall be determined and posted at least two (2) weeks in advance of the workday. Such schedules shall also include notice of any holiday to be celebrated on a regular workday in accordance with section 2 of Article IV of this agreement.

ARTICLE III WAGES AND PREMIUM PAY

1. 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. (A) For second and third shifts worked Monday through Friday, employees, other than those assigned to Nathaniel Witherell, shall be paid a shift differential of ninety-five cents (\$.95) per hour for all hours worked on the second shift starting at or after 12:00 noon and ending at midnight, and shall be paid one dollar ten cents (\$1.10) per hour for all hours worked on the third shift starting at or after 10:00 p.m. and ending by 8:00 a.m. .

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

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

(B) For shifts worked on the weekend, employees at Nathaniel Witherell shall be paid a shift differential of one dollar twenty-five cents (\$1.25) per hour for all hours worked on the day shift on a weekend, two dollars sixty-five cents (\$2.65) for all hours worked on the evening shift on the weekend and three dollars and ten cents (\$3.10) for all hours worked on the night shift on the weekend.
4. When a licensed practical nurse works as a charge nurse, s/he shall be paid fifteen dollars (\$15.00) for each shift so worked. S/he shall also be paid as a charge nurse for holidays, provided that she works as such five (5) days before and five (5) days after the holiday. S/he shall also be paid as a charge nurse for vacation leave, provided that she has worked as such at least twenty-six (26) weeks out of the last preceding fiscal year.
5. (A) Except for employees assigned to Nathaniel Witherell, employees who work in excess of the employee's regular workday hours as set forth in Article II (1) shall be paid for all hours worked in excess of such regular workday at the time and one-half rate of pay. Employees who work on their first scheduled day off (i.e. Saturday) shall be paid for all hours worked on such day at the time and one half rate of pay. Employees who work on their second scheduled day off (i.e. Sunday) shall be paid for all hours worked on such day at the double time rate of pay.

(B) (i) Except for certified nursing assistants and licensed practical nurses, employees assigned to Nathaniel Witherell shall be paid at the straight time rate for the first thirty-seven and one-half hours of work and time and one half for hours worked in excess of thirty seven and one-half (except as otherwise provided in paragraph (B) (ii)). Certified nursing assistants and licensed practical nurses, shall be paid at the straight time rate for the first forty hours of work and time and one half for hours worked in excess of forty (except as otherwise provided in paragraph (B) (ii)). For purposes of determining overtime worked, paid holidays, pre-approved paid vacation, pre-approved paid personal leave, pre approved jury duty, absences for medical appointments pre approved with a minimum of seven (7) days advance notice and absences due to approved workers' compensation disabilities shall be considered as time worked. The straight time rate of pay shall be the rate reflected on the salary schedules appended to the collective bargaining agreement. During the employee's regular workweek the Town shall not, without the consent of the employee, reduce the employee's regular daily schedule in order to avoid paying overtime for time worked in excess of the regular workday during such workweek.

(ii) Overtime worked on an employee's regular scheduled day off shall be paid at the time and one half rate of pay. Double time will be paid for overtime performed on the employee's second regularly scheduled day off in instances when the employee worked on the first scheduled day off in that workweek resulting in work performed on all seven days in the workweek.

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

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

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

(C) An employee is required to be reasonably available to accept and to work offered overtime assignments. An employee's continual refusal or unavailability, without reasonable cause, to work overtime assignments, may subject the employee to disciplinary action. An employee who has been disciplined for absenteeism pursuant to Article VI, section 7 may be excluded from being offered overtime during the six (6) month period from the date the discipline was imposed.
8. The Union shall cooperate in supplying employees to cover overtime work, and in the event that no qualified employees desire to work on any particular overtime assignment, the least senior qualified employee or employees shall work the assignment.

9. Employees called out to work overtime, whether or not scheduled in advance, including custodians at the schools, shall be guaranteed a minimum of three (3) hours at the overtime rate, except in instances where the employee is held over at the end of his regular shift before departing from the premises of the Town. The three (3) hour minimum shall not apply if 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 an unpaid rest period of five (5) hours before being scheduled for additional work except if the work to be performed is required during or to prevent a health or safety emergency. If all or part of the rest period shall fall within the employee's next regular shift, the employee shall not be required to report and shall be paid for the time which falls within his shift, provided that he reports at the end of the rest period and works the remainder of his shift. If, during such rest period, an employee is required to work or is required to remain at work under the Town's supervision, then the employee shall be paid at the time and one-half hourly rate for that portion of the rest period.
12. Whenever a head custodian is absent for one (1) or more days from a school, the senior qualified custodian on the earliest day shift in that school shall be designated as temporary head custodian and shall be paid accordingly. For the night shift at the high school the senior qualified custodian on the shift from which the head custodian is absent shall be designated as temporary head custodian and shall be paid accordingly.
13.
 - A. An employee is prohibited from performing the duties of a higher classification without express authorization from a supervisor. An employee who is expressly directed to perform the work of a higher classification by his or her supervisor and performs the work of a higher classification for all or part of a shift shall receive the higher 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. Out of class assignments shall first be offered to the most senior available qualified employee in the work unit except as otherwise provided in paragraph 12 of this Article. To be qualified an employee must possess the qualifications for the higher classification and have not received a formal discipline within the past six (6) months. To be available the employee must be working the same shift in the work unit as the higher classification. An employee who continually refuses or is unavailable, without reasonable cause, to accept out-of -class assignments, may be deemed not available for such assignments for a six (6) month period. For purposes of this paragraph a work unit shall be as defined in Article III (7) (A) of this Agreement.
 - B. In instances when an employee is on a long-term absence such as military leave, long-term sick leave, childcare or other personal leave, the Town may make a temporary appointment to such position. The temporary appointment shall first come from the senior employee on the

eligibles list for such position, and if no eligibles list exist, from the most senior qualified employee in the department interested in the appointment.

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 if paged as provided above. Employees assigned to the Sewer division shall be governed by the terms as provided in Appendix XII annexed to this agreement. The Town and the Union agree to re-open negotiations over this paragraph during the term of this agreement in the event the Town implements upgrades to the Sewer Division's Alarm Monitor System.
18. In addition to regular salary, an LPN who works two (2) nursing floors or a floor and the nursing office shall be paid twenty-five dollars (\$25.00) for the shift.
19. Effective July 1, 2009 a Custodian shall be designated as the Lead Custodian on the late shift in the each of the middle schools and shall be paid at the T-6 (formally T-10) rate for each shift so assigned. The Lead Custodian, in addition to his or her custodian duties, shall be responsible for supervising custodial staff on the shift, assigning and inspecting work and ensuring that all assignments are complete.

**ARTICLE IV
HOLIDAYS**

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

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

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

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

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

C. Employees assigned to Nathaniel Witherell shall be scheduled and continue to be paid for work on holidays as has been the past practice. There shall be no obligation on the part of the Town to schedule employees to work on holiday's that fall on the employee's regular scheduled workday. In non-nursing departments holidays that fall during the regular workweek, staffing shall first be among employees in the classification who volunteer based on seniority and if additional staffing is required in reverse order of seniority. In nursing departments the existing practice of scheduling employees for holidays shall continue.

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

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

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. Effective July 1, 2010 employees shall receive one and one quarter (1 ¼) paid sick days following the completion of each period of thirteen weeks of work (i.e. 5 days annually).

ARTICLE VII INJURY LEAVE

1. Each employee who incurs an injury, re-injury or illness which is covered under the Connecticut Workers' Compensation Act shall be entitled to injury leave pay equal to the difference between the compensation received pursuant to said Act and his normal base rate of pay for the number of days of necessary absence up to a maximum of one (1) month following the date of injury.
2. If it is necessary to continue leave beyond one (1) month, the employee shall be entitled to injury leave pay equal to the difference between the compensation received under said Act and three quarters (3/4) of the employee's normal base rate of pay for up to an additional one (1) month.
3. If it is necessary to continue leave beyond two (2) months, the employee shall be entitled to compensation as established by the Act.

4. 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; 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.
12. The Union agrees that the Town may, without further negotiation, implement a managed medical care plan network for employees' work related medical treatments. In the event the Town changes its workers' compensation administrator/carrier any new medical care plan network shall be comparable to the prior medical care plan network.

**ARTICLE VIII
BEREAVEMENT LEAVE**

1. 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.
2. In the event of the death of any other relative not described in this section the employee may receive the time off with pay necessary to attend the funeral or memorial service for such relative. Employees who require additional time off to attend such funeral or memorial service (i.e. travel time) may request to use accrued vacation, personal or unpaid time which time off shall be granted subject to the operational and business needs of the department.
3. Bereavement leave shall not be deducted from sick leave.
4. The actual number of working days taken up to the maximum provided shall be based on actual need for bereavement leave.

**ARTICLE IX
PERSONAL LEAVE**

1. Each employee, except as otherwise provided in paragraph 2 of this Article, shall have the right to request and obtain up to one (1) day of paid personal leave in each contract year. Requests shall be made in authorized form for bona fide purposes (including without limitation, business or personal obligations which cannot be resolved outside regular working hours, religious holidays, and other good causes) and shall be granted in the discretion of the Town, (which shall not be abused), where in its opinion the operating efficiency of the employee's department will not be adversely affected, if not caused by under employment.
2. An employee assigned to Nathaniel Witherell shall have the right to request and obtain up to one (1) day of personal leave in each contract year and up to four (4) days of personal leave in each contract year effective on July 1 after the completion of two (2) years of continuous employment.

**ARTICLE X
HEALTH APPOINTMENTS**

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

ARTICLE XI INSURANCE

1. Full-time employees are eligible to enroll in one of the medical plans contained in this section 1. Effective January 1, 2010 the Town will no longer offer the Anthem PPO and POS medical plans. The medical plan options available to employees effective January 1, 2010 are the Anthem HSA-HD, Health Net POS (effective July 1, 2010 Anthem \$10 POS) and Health Net HMO (effective July 1, 2010 Anthem POE). An employee who elects to participate in the Town's flexible spending program for medical expenses is not eligible for enrollment in the HSA-HD, and is limited to enrolling in the Health Net POS (Anthem \$10 POS) or HMO (Anthem POE).

A. Employees may elect to participate in one of the offered HealthNet plans (effective July 1, 2010 Anthem \$10 POS or Anthem POE). 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). The Town shall pay ninety-two percent (92%) effective July 1, 2009 and ninety percent (90%) effective July 1, 2010 of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent. For employees assigned to Nathaniel Witherell, the Town shall pay ninety percent (90%) of the premium or premium equivalent effective July 1, 2007.

B. (i) 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 to the employee's Health Savings Account in the amount of \$1,000 (effective January 1, 2010 \$1,250) for single coverage and \$2,000 (effective January 1, 2010 \$2,500) for couple or family coverage. The Town shall pay 100% of the annual contribution in January of each plan year. The Town shall pay ninety-two percent (92%) effective July 1, 2009 and ninety percent (90%) effective July 1, 2010 of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent. For employees assigned to Nathaniel Witherell, the Town's ninety percent (90%) payment of the premium or premium equivalent became effective July 1, 2007. A summary of the HD-HSA annexed hereto as Appendix IX.

(ii) The HD-HSA shall have an individual deductible of the higher of \$1,500 for a single plan and \$3,000 for a couple or family plan or the minimum allowable pursuant to the Internal Revenue Code (IRC). In the event, as a requirement of IRC compliance, the deductible is increased above the \$1,500 and \$3,000, the Town shall increase its contribution to the employee's HSA account to reflect a contribution equal to 83.33% of the new IRC required deductible. The effective date of the increase in the Town contribution shall be the date of the IRC deductible increase. Increases in Town contribution resulting from IRC requirements effective other than on July 1, shall be pro rated for remaining period of the July to June plan year. As an example, if the IRC requires a minimum single deductible of \$1,750 and a couple or family of \$3,250 effective January 1, the Town's annualized contribution will increase to \$1,458 for a single plan and to \$2,708 for a couple or family plan effective that January 1.

C. For the period July 1, 2009 through December 31, 2009 employees may continue to participate in the Anthem PPO or Anthem POS. For employees who elect to participate in the Anthem POS, the Town shall pay ninety-two percent (92%) of the premium or premium equivalent and the employee shall pay the balance of the premium or premium equivalent. For employees who elect to participate in the Anthem PPO, the Town shall pay the equivalent of ninety-two percent (92%) of the Anthem POS premium toward the Anthem PPO premium and the employee shall pay the balance of the premium or premium equivalent.

2. 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 X. 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). Except for employees assigned to Nathaniel Witherell, the Town shall pay ninety-two percent (92%) effective July 1, 2009 and ninety percent (90%) effective July 1, 2010 of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent. Effective July 1, 2009 the retail co-pays shall increase to \$5/\$25/\$40 for all employees. For employees assigned to Nathaniel Witherell, the Town's ninety percent (90%) payment of the premium or premium equivalent and \$5/\$25/\$40 retail co-pays became effective July 1, 2007.

3. Employees may elect to be enrolled in the Town's dental plan. The dental plan benefits are annexed hereto as Appendix XI. The Town shall pay ninety-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). Except for employees assigned to Nathaniel Witherell, the Town shall pay ninety-two percent (92%) effective July 1, 2009 and ninety percent (90%) effective July 1, 2010 of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent. For employees assigned to Nathaniel Witherell, the Town's ninety percent (90%) payment of the premium or premium equivalent became effective July 1, 2007.

4. 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.

5. 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. Effective July 1, 2009 the term life policy shall be increased to forty-five (\$45,000) thousand dollars. 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).

6. (A) Employees who separate from Town service after June 30, 2008 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 nine hundred ten (\$910.00) dollars for the annual premium for individual coverage or an amount not to exceed two thousand one hundred twenty (\$2,120.00) dollars for the annual premium for family coverage.

The Town's payment toward premium shall only apply to the hospital plan or the hospital, surgical-medical and major medical plans and shall only be payable during the life of the employee. This provision shall not apply to the Town's prescription drug rider.

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

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

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

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

7. The Town shall make an annual contribution to the Union Welfare Fund to be used for providing additional insurance benefits for the benefit of all 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. The contribution shall paid on a pro rata quarterly basis based on the number of active employees on the payroll on the first day of each quarter and in the following annual amounts: July 1, 2009 \$60 per employee and July 1, 2010 \$80 per employee.

8. 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.

9. 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 3. 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 6 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.)

An employee who was hired prior to July 1, 2005, has a minimum of six (6) months of pre July 1, 2005 earned service credit in the defined benefit plan and has had continuous employment pre and post July 1, 2005 with the Town, shall have the option to either re-enroll in the defined benefits plan or enroll in the defined contribution plan upon an employment status change making such employee re-eligible for retirement benefits. The requirement in this paragraph (c) that the employee be vested to be eligible to re-enroll in the defined benefit plan shall not be applicable to this limited class of employees.

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 and stipends listed in Appendix I, 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 January of each year the Town shall match a permanent full-time employee's contribution to his or hers 401-k or 457 deferred compensation account for prior calendar year contributions as follows: In January 2009 for 2008 contributions to a maximum of two thousand one hundred dollars (\$2,100.00); in January 2010 for calendar 2009 employee contributions a maximum of two thousand two hundred dollars (\$2,200) in 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.
4. Electronic Communication Devices Policy

Unless properly authorized, employees are prohibited from the use of any form of personal electronic communication devices during working hours, except in an emergency situation and during non-working break or meal periods. Employees are required to obey all state and local motor vehicles statutes and regulations concerning the use of electronic communication devices while operating Town equipment or operating a personal vehicle while on Town business. An employee who is in an accident while operating Town equipment or operating a personal

vehicle while engaged in Town business, and is found in violation of this policy and, issued a summons, shall be financially responsible for all damages to Town, personal or third-party property resulting from the accident. An employee who is found in violation of this policy is subject to discipline up to and including discharge. Electronic communication devices include but are not limited to cell phones, text messaging devices and other wireless electronic devices.

ARTICLE XV UNIFORMS AND TOOLS

1. The Town will provide adequate uniforms and other clothing necessary to the performance of the job where and when required, as set forth in Appendix III. Distribution of new uniforms and other clothing shall be made by October 1st of each year. If distribution shall be delayed beyond October 1st of any year, the department head shall advise the union in writing by October 10th of the reason for such delay and the new anticipated date of distribution, and if distribution shall be further delayed, the department head shall advise the union in writing of the reason for such further delay and the new anticipated date of distribution. The union shall file a written statement of any claimed inadequacies in the uniforms supplied no later than thirty (30) days after the claimed inadequacy becomes known.
2. The Town will reimburse 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 five hundred dollars (\$500.00) per employee per year.
3. Each full-time permanent Nursing Assistant, LPN, Dietary Worker, Housekeeper and Laundry Worker who has at least six (6) months of service on June 1, shall be paid a uniform maintenance allowance of four hundred (\$400.00) dollars in June. Each permanent part-time Nurse's Assistant, LPN, Dietary Worker, Housekeeper and Laundry Worker who has at least six (6) months of service on June 1 shall be paid a uniform maintenance allowance of two hundred (\$200.00) dollars in June. The uniform allowance shall be paid in a separate check from the regular bi-weekly payroll during an off payroll week.
4. An employee who is issued a uniform and/or work clothing pursuant to this Article or Appendix III, or receives a uniform/clothing allowance shall, to the extent required by the department, be required to wear the required uniform and/or work clothing as a condition of employment during the workday. An employee who reports to work not properly attired or is found during the workday not to be properly attired may be relieved from further work without pay and subject to discipline.

ARTICLE XVI SENIORITY

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

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

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

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

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

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 first offer for promotion based on seniority from among the bargaining unit employees whose names appear on the employment register and are qualified for the position. The transfer and hiring procedure for Certified Nurse's Assistants and Licensed Practical Nurses is annexed hereto as Appendix XVII.

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 Certified Nurse's Assistant who applies for a full-time Certified Nurse's Assistant 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 disciplinaries (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. A promotional list for positions covered by this agreement established by the Town shall remain in effect for a period of two years from the date established. An employee who accepts an appointment and passes his or her probationary period shall be removed from the promotional list. An employee who is offered an appointment and declines such promotion shall be removed from the promotional list.
11.
 - A) The transfer of an eligible Custodian II to a vacant Custodian II position will be made based on the transfer procedure appended to this Agreement as Appendix VI.
 - B) All assignments to work locations in the Parks Division shall be made in the discretion of management with the following exception:
 - i) One-half of the Park Gardener assignments at each work location shall be deemed as transferable positions. A Park Gardener may request a transfer to such a position, upon the position becoming vacant and the Town electing to fill the vacancy. In the event more than one Park Gardener requests the same transfer, the transfer shall be granted to the more senior Park Gardener, fitness and ability being equal. The Town retains the right to determine the number and classification of positions assigned to each work location.

12. A) In the event of the abolishment of a position, the least senior employee in that position within the Department, fitness and ability being equal, shall be the employee to be laid off. The employee being laid off may elect to displace the least senior employee in the same position or in a lower graded bargaining unit position within the Town provided that such employee is more senior to the employee to be displaced and conditioned upon the employee meeting the stated minimum qualifications for the position and fitness and ability being equal. An employee shall be placed on a re-employment list for the position from which the employee was initially laid-off or displaced pursuant to the rules of the Greenwich Pay Plan. Offers of employment to positions for which a re-employment list exist shall be made from such list prior to offers being made from other employment lists for that position.

B) The Town agrees that it will not abolish additional occupied full-time or part-time Local 456 positions due to budgetary reasons for the remainder of FY 2009 and FY 2010. The Town agrees that if it exercises its managerial right to eliminate positions due to reorganization, elimination of services or other business or operational reasons it will do so, only through attrition, without resorting to layoffs of full-time or part-time positions during the remainder of FY 2009 and FY 2010.

ARTICLE XVIII GRIEVANCE PROCEDURE

1. A grievance is defined as a dispute or disagreement concerning an employee's wages, hours, or other conditions of employment, or concerning any matter affecting his health or safety, or concerning any separation from service, suspension, fine, or other disciplinary action. The dispute or disagreement can exist between the Town and the Union concerning an employee, a group of employees, or the Union.
2. Grievances shall be filed and processed through the steps of the grievance procedure by the Union grievance committee composed of the Chief Steward and such assistant stewards as may be necessary under the particular circumstances. The Union shall inform the Town in writing of the names of the stewards and their successors.
3. The aggrieved employee and a member of the committee shall be allowed a reasonable amount of time without loss of pay, during regularly scheduled working hours, for investigation and presentation of the grievance; provided that the employee and the committee member have given prior notice to their respective immediate supervisors, and further provided that such absence is reasonable and would not be unreasonably detrimental to the work programs of the Town. Supervisory personnel and the Union recognize that all grievances shall be processed as expeditiously as possible and during normal working hours when practical.
4. The Chief Steward may informally meet with the Director of Labor Relations at any time and from time to time to resolve any grievance.
5. (A) No grievance shall be heard unless it is presented at Step 1 in writing to the aggrieved employee's department head within twenty-eight (28) calendar days after the aggrieved employee or the Union knew or should have known of the incident giving rise to the

grievance, whichever first occurs. In the event of a grievance involving an incident in which the Town is required by this agreement to give notice, the twenty-eight (28) days shall not commence until the Town has appropriately complied with the notice requirement.

- (B) At Step 1, the Chief Steward may present a grievance to the aggrieved employee's department head. If the department head deems it appropriate, the aggrieved employee's immediate supervisor or division head may participate in the decision process of Step 1 in addition to participating as resource personnel. The department head will discuss and give an answer to the grievance within seven (7) calendar days after its receipt. A grievance not resolved at Step 1 within seven (7) calendar days may be taken to Step 2 within seven (7) calendar days after the decision at Step 1 or within fourteen (14) calendar days after the Step 1 grievance was presented, whichever is earlier. In the event of a grievance regarding the application or interpretation of any provision of Article XVII of this Agreement, Step 1 shall be the filing of the grievance with the Director of Human Resources rather than the department head.
- (C) If the grievance is taken to Step 2, the Chief Steward shall present the grievance to the First Selectman or his or her representative. The First Selectman or his or her representative may discuss and shall give an answer to the grievance within fourteen (14) calendar days after its receipt. A grievance not resolved at Step 2 within the fourteen (14) calendar days may be taken to Step 3 within fourteen (14) calendar days after the decision at Step 2 or within twenty-eight (28) calendar days after the Step 2 grievance was presented, whichever is earlier, provided it alleges a violation by the Town of an express provision of this agreement.
- (D) If the grievance is taken to Step 3, the Chief Steward shall present the grievance to the American Arbitration Association pursuant to its procedures. Said Association shall hear and act upon such dispute insofar as it is empowered to do so in accordance with its rules and the terms of this agreement and shall render a decision which shall be final and binding upon all parties.
- (E) Whenever a grievance is taken to any step in the Formal Grievance Procedure, it shall be in writing and shall set forth the nature of the grievance, the facts on which it is based, the provisions of this Agreement allegedly violated, and the remedy requested.
- (F) If the Union shall fail, for due cause, to take a grievance to a higher level within the specified time limit, then the time limit shall be extended so as to allow the Union to take the grievance to the higher level, provided, however, that if the grievance has not been resolved or taken to Step 3 within ninety (90) calendar days after it was filed, the grievance shall be dismissed.
- (G) Any resolution or adjustment of a grievance at Step 1 or 2 shall be without precedent or prejudice with respect to any other grievance.

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

7. During the pendency of any grievance concerning separation from service or suspension, the aggrieved employee shall be entitled to keep his insurance as set forth in Article XI of this agreement in effect by making payments to the Town of the total amount of insurance premiums for his coverage.
8. The Town or the Union may act by a duly appointed representative.
9. The parties shall share equally the costs of any arbitration or necessary facilities at Step 3. All other costs shall be borne by the party incurring them, except if the arbitrator at Step 3 shall determine that an award of costs, including a reasonable attorney's fee, is appropriate, he may make such an award as a part of his decision.
10. The arbitrator(s) shall have no power to add to, subtract from or in any way change or modify any of the provisions of this agreement nor to render any decision which conflicts with a law, ruling, or regulation binding upon the Town. The arbitrator(s) shall likewise have no power to imply any obligation upon either the Town or the Union which is not specially set forth in an express provision of this agreement. Awards may not be retroactive beyond twenty (20) days prior to service of the written grievance at Step 1.

ARTICLE XIX
MISCELLANEOUS EMPLOYEE NOTICES

1. Following the approval of the Agreement by the Represented Town Meeting, the Town shall provide the Union with sufficient copies of the Agreement for the Union to distribute to each employee.
2. The Town shall provide to each employee, when hired, a copy of the collective bargaining agreement, inform the employee of all benefits to which the employee is entitled, and of all obligations required of him/her.
3. The Town shall give the Union and the Chairman of the safety committee copies of all injury reports as made.
4. The Town shall give the Union written notification of the hiring of each employee and his classification and his initial shift and hours, and of all changes in classification, promotions, and transfers. The Town shall provide the union and affected employees with copies of revised job descriptions highlighting modifications.
5. The Town shall post monthly statements of the accumulated vacation and sick leave for each employee.
6. Appendix XIV shall govern the employee use of Town owned vehicles.

ARTICLE XX
CATEGORIES OF EMPLOYEES

1. The following categories of employees shall be the only categories of employees of the Town who are members of this unit or perform bargaining unit work:
 - A. Regular Full-Time Employee: An employee scheduled to work the standard full time workweek for their position.
 - B. Regular Part-Time Employee: An employee scheduled to work twenty (20) hours or three shifts per week, an employee assigned to Nathaniel Witherell scheduled to work twenty-two and one-half (22.5) hours or three (3) shifts per week and Certified Nursing Assistants and Licensed Practical Nurses who are scheduled to work 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) 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, 2011. The terms of this Agreement shall be applicable to employees assigned to Nathaniel Witherell.

2. Not more than ten (10) members of the negotiating committee of the Union shall be granted leave from duty with pay for all necessary meetings between the Town and the Union concerning negotiation of the terms of the successor agreement, when such meetings take place during a time when such members are scheduled to be on duty, as long as the time off does not interfere prohibitively with Town business in which case the meeting shall be properly rescheduled.
3. All matters subject to collective bargaining between the parties have been covered, and neither this agreement nor any part of it may be opened prior to its expiration date for changes in its terms or the addition of new subject matter except as expressly provided in this agreement. Any other agreements, understandings or practices, either written or oral, regarding terms and conditions of employment shall be terminated and superseded by the terms of this Agreement.

Dated: Greenwich, CT 11-12-2010

For Local 456, I.B.T.

By: Edward W. J.
Edward Doyle, Jr.
President

For the Town of Greenwich

By: Peter Tesei
Peter Tesei,
First Selectman

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

APPENDIX I
SALARY SCHEDULE

Effective and retroactive to July 1, 2008, all rates of pay on the salary schedule in effect on June 30, 2008 annexed hereto as Appendix I shall be increased by three and a quarter percent (3.25%). Employees laid-off as a result of the February 12, 2009 budget reductions shall be eligible for the pro-rata retroactive increases.

There shall be no increases in wage or salary rates for the contract year July 1, 2009 through June 30, 2010 and there shall be no wage increases for employees in that year. "Wage increases" shall include general increases in regular wages but shall not include the step advancement within a grade that an employee may be otherwise eligible to receive. This shall not preclude an employee receiving such wage or salary increase as may be due as the result of a promotion or reclassification of position.

Effective and retroactive to July 1, 2010, all rates of pay on the salary schedule in effect on June 30, 2008 annexed hereto as Appendix I shall be increased by two and one-half percent (2 ½%).

During the term of the collective bargaining agreement the Department of Human Resources will conduct a job evaluation study of all Appendix I positions in salary grades 11 through 14 to determine the correct salary grade allocation for each position. Employees occupying these positions will cooperate with Human Resources representatives in providing information about their job duties in order to complete the job evaluation study. The initial results of the job evaluation study will be submitted to the Union for its review and subsequent agreement on a revised salary schedule. Any salary changes resulting from the revised salary schedule shall be implemented on a prospective basis. No employee shall receive a reduction in overall compensation as a result of the implementation a revised salary schedule.

APPENDIX I

BASE SALARY SCHEDULE

Grade	Job Classification	7/1/2007		7/1/2008		7/1/2009		7/1/2010	
		Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate
T-01	Custodian Assistant	\$18.5769	\$20.6407	\$19.1807	\$21.3115	\$19.1807	\$21.3115	\$19.6599	\$21.8443
T-02	Custodian I Cook I Senior Center	\$19.5247	\$21.6940	\$20.1593	\$22.3990	\$20.1593	\$22.3990	\$20.6631	\$22.9590
T-03									
T-04	Laborer Gardener I Waste Material Checker	\$21.1676	\$23.5198	\$21.8555	\$24.2842	\$21.8555	\$24.2842	\$22.4022	\$24.8913
T-05	Storekeeper Utility Worker	\$21.9874	\$24.4308	\$22.7020	\$25.2248	\$22.7020	\$25.2248	\$23.2699	\$25.8554
T-06									
T-07	Custodian II Dockmaster Gardener II Inventory Ctr Worker (BOE) Island Caretaker Kennel Maintainer Maintenance Mechanic I Equipment Operator Sewer Plant Operator I Warehouse Worker	\$23.0154	\$25.5725	\$23.7634	\$26.4036	\$23.7634	\$26.4036	\$24.3573	\$27.0637
T-08	Building Maintenance Mechanic Carpenter Maintenance Mechanic II Maintenance Mechanic II Sewer Mason Painter Warehouse Expediter Warehouse Supervisor (Parks. & Rec.)	\$24.0445	\$26.7159	\$24.8260	\$27.5842	\$24.8260	\$27.5842	\$25.4464	\$28.2738
T-09	Lead Painter Maintenance Mechanic Supervisor Parking Meter Mechanic Sewer Collection Repair Person	\$24.5879	\$27.3203	\$25.3870	\$28.2082	\$25.3870	\$28.2082	\$26.0221	\$28.9134
T-10	Park Gardener Foreman Golf Course Foreman Lead Custodian	\$25.0665	\$27.8516	\$25.8811	\$28.7568	\$25.8811	\$28.7568	\$26.5281	\$29.4757

Grade	Job Classification	7/1/2007		7/1/2008		7/1/2009		7/1/2010	
		Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate
T-11	Carpenter Foreman	\$26.0973	\$28.9973	\$26.9454	\$29.9397	\$26.9454	\$29.9397	27.6194	\$30.6882
	Equipment Mechanic								
	Head Custodian (Elem) a								
	Head Custodian (Town Hall)								
	Infiltration/Inflow Inspector (Sewer) b								
	Instrumentation Mechanic								
	Instrumentation & Operations Mechanic (BOE)								
	Tree Climber								
T-12	Building Maintenance Foreman - Town Hall	\$27.3275	\$30.3637	\$28.2156	\$31.3506	\$28.2156	\$31.3506	\$28.9209	\$32.1344
	Building Maintenance Foreman – Greenwich Library								
	Head Custodian, Middle								
	Heavy Equipment Operator								
	Highway Inspector b								
	Highway Quality Control Inspector b								
	Horticulturist								
	Marine Technician (Parks & Rec.)								
	Sewer Quality Control Inspector b								
	Sewer Plant Instrumentation Mechanic								
	Sewer Plant Operator II								
	Heavy Duty Vehicle Mechanic								
T-13	Equipment Supervisor (Parks & Rec.)	\$29.9242	\$33.2489	\$30.8967	\$34.3295	\$30.8967	\$34.3295	\$31.6690	\$35.1877
	Golf Course Maintenance Supervisor								
	Facilities Foreman MFO								
	Head Custodian HS								
	Highway Foreman								
	Marine & Fac. Operations Foreman								
	Painter Foreman								
	Park Foreman								
	Sewer Plant Maintenance Supervisor								
	Sewer Works Foreman								
	Trades Foreman								
	Traffic Signal Maintenance Mechanic								
	Tree Foreman								
	Heavy Duty Mechanical Technician ASE Certified c								
T-14	Building Construction Foreman	\$32.6165	\$36.2407	\$33.6765	\$37.4185	\$33.6765	\$37.4185	\$34.5186	\$38.3540
	Building Construction Foreman - BOE								
	Building Operations Foreman – Greenwich Library								
	Facility Foreman (Town Hall)								
	Shift Supervisor – Fleet ASE Certified c								

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

A. Head Custodian assigned to Parkway School.

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

As compensation for possessing and maintaining the license and performing the duties as described above, the Head Custodian assigned to Parkway School shall receive an annual stipend of \$3,300 paid in two equal installments in December and June of each year. The stipend shall be retroactive to July 1, 2007. The Head Custodian shall be permitted reasonable time off with no loss of pay to attend the required mandatory training hours required for maintaining the required license.

B. DPW Inspector Equity Stipends

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

C. Fleet Department Certifications

An employee classified as a T – 14 Shift Supervisor, ASE Certified Master Technician shall be eligible for an annual \$600 stipend for each certification achieved and maintained up to four (4) of the following certifications:

- A2 Automatic Transmission
- A3 Manual Drive Train and Axles
- A4 Suspension and Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A8 Engine Performance

An employee classified as a T –13 Heavy Duty Vehicle Technician shall be eligible for an annual \$600 stipend for each certification achieved and maintained up to four (4) of the following certifications:

- T1 Gasoline Engines
- T2 Diesel Engines
- T3 Drive Trains
- T4 Brakes
- T5 Suspension and Steering
- T6 Electrical/Electronic Systems
- T7 Heating Ventilation and AC (HVAC)
- T8 Preventative Maintenance Inspection (PMs)

The total amount of the annual stipends for achieving and maintaining such certifications shall not exceed two thousand four hundred dollars (\$2,400).

D. In the event a successor collective bargaining agreement to an agreement to expire on June 30, 2009, is subsequently negotiated between the Town and one of its employee representatives, which agreement becomes effective July 1, 2009 and includes a new provision for an increase in direct compensation (i.e. general wage increase, longevity, differentials, etc.) in any year of such agreement, or a general wage or performance based increase is granted to managerial/confidential employees for the 2009-2010 contract year, the Town and Local 456 agree to re-open negotiations on the sole item of a general wage increase for the contract year 2009-2010.

APPENDIX II

NATHANIEL WITHERELL SALARY SCHEDULE

Hourly Rates For Post July 2005 Hired Employees

Classification	7/1/2008 Hourly Rate Hire/Job	7/1/09 Hourly Rate Hire/Job	7/1/2009 Lump sum Payments	7/1/2010 Hourly Rate Hire/Job
Food Service Worker	\$11.72/\$13.02	\$11.72/\$13.02	\$1,220	\$12.01/\$13.34
Housekeeper I	\$10.73/\$11.93	\$10.73/\$11.93	\$1,283	\$10.99/\$12.22
Laundry Worker	\$11.02/\$12.24	\$11.02/\$12.24	\$1,283	\$11.29/\$12.54
Certified Nursing Assistant	\$13.05/\$14.51	\$15.56/\$17.00 /\$17.29	\$0	\$15.94/\$17.72
Housekeeper II	\$11.31/\$12.56	\$11.31/\$12.56	\$1,391	\$11.59/\$12.87
Cook N.W.	\$16.78/\$18.64	\$16.78/\$18.64	\$1,446	\$17.19/\$19.10
Housekeeper/Laundry Foreman	\$15.22/\$16.91	\$15.22/\$16.91	\$1,513	\$15.60/\$17.33
Motor Equipment Operator	\$15.22/\$16.91	\$15.22/\$16.91	\$0	\$15.60/\$17.33
N. W. Building Maintenance Mechanic	\$15.71/\$17.46	\$19.80/\$22.00	\$0	\$20.29/\$22.55
N. W. Lead Building Maintenance Mechanic	-	TBD	\$0	TBD
LPN's	\$25.79/\$28.66	\$25.79/\$28.66	\$0	\$26.43/\$29.37

To be eligible for a lump sum payment a full-time employee must have been on the active payroll on July 1, 2009 and on the active payroll as of the date the lump sum payment is paid. To be eligible for a lump sum payment a part-time employee must have been on the active payroll on July 1, 2009 and on the active payroll on the close of the quarter for which the lump sum payment is being paid. A part-time employee in the classification entitled to lump sum payments shall receive quarterly lump sum payments based on the number of hours worked in each quarter and shall be based on the same hourly amount used in calculating the lump sum payments for 2008 – 2009 year. Effective July 1, 2010 the hourly rate for CNA's shall be adjusted to \$17.29 from \$17.00.

APPENDIX II

NATHANIEL WITHERELL SALARY SCHEDULE

Hourly Rates For Pre July 2005 Employees

Classification	7/1/2008 Hourly Rate Pre 7/2005	7/1/09 Hourly Rate Hire/Job	7/1/2009 Lump sum Payments	7/1/2010 Hourly Rate Hire/Job
Food Service Worker	\$18.21	\$18.21	\$1,220	\$18.66
Housekeeper I	\$19.14	\$19.14	\$1,283	\$19.61
Laundry Worker	\$19.14	\$19.14	\$1,283	\$19.61
Certified Nursing Assistant	\$17.29	\$17.29	\$0	\$17.72
Housekeeper II	\$20.75	\$20.75	\$1,391	\$21.16
Cook N.W.	\$21.55	\$21.55	\$1,446	\$22.08
Housekeeper/Laundry Foreman	\$22.56	\$22.56	\$1,513	\$23.12
Motor Equipment Operator	\$22.56	\$22.56	\$0	\$23.12
Building Maintenance Mechanic	\$27.58	\$27.58	\$0	\$28.26
LPN's	\$28.67	\$28.67	\$0	\$29.37

To be eligible for a lump sum payment a full-time employee must have been on the active payroll on July 1, 2009 and on the active payroll as of the date the lump sum payment is paid. To be eligible for a lump sum payment a part-time employee must have been on the active payroll on July 1, 2009 and on the active payroll on the close of the quarter for which the lump sum payment is being paid. A part-time employee in the classification entitled to lump sum payments shall receive quarterly lump sum payments based on the number of hours worked in each quarter and shall be based on the same hourly amount used in calculating the lump sum payments for 2008 – 2009 year.

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. In addition to the reimbursement provided for in this paragraph, employees in the classification of Tree Climber, are eligible for one pair of logging boots per year if purchased through the Town vendor. For employees assigned to the Board of Education, receipts must be submitted by May 1 of each year to be eligible for reimbursement for that year.

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

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

APPENDIX IV

AGENCY SHOP APPEAL

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

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

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

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

APPENDIX V

ALLOCATION OF POSITIONS TO SALARY GRADES

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

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

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

1. The Department of Human Resources shall, prior to posting, forward a copy of a new job classification, reclassified job classification or amended job description to the Chief Shop Steward of Teamsters Local 456 that shall include the proposed or existing salary grade placement.
2. The Chief Shop Steward shall notify, in writing, the Director of Human Resources within seven (7) business days from receipt of such job classification as to its position as to the proposed salary grade placement.
3. In the event of a disagreement regarding the proposed salary grade placement the following procedure shall be followed in place of the Article XVIII grievance procedure. The parties shall meet to discuss the issue of salary grade placement for such classifications within ten (10) business days from receipt of such notice. The Town agrees not to post for such classifications until the aforementioned meeting. In the event the salary grade placement is not resolved at this step in the procedure, the Town may post the classification and proceed to fill the classification.

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

APPENDIX VI

CUSTODIAN II TRANSFER PROCEDURE

When the Town determines to fill a vacant Custodian II position 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

SUBCONTRACTING PROCEDURES

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

- The subcontracting/transfer of bargaining unit work does not vary significantly in kind or in degree from what had been customary under past practice; or
- The subcontracting/transfer of bargaining unit work has no demonstrable adverse impact on the bargaining unit.

In the event the Town desires to subcontract/transfer non-emergency bargaining unit work not otherwise provided above the Town shall complete the *Request to Subcontract/Transfer Work* annexed hereto as Appendix A and submit the completed request to the Chief Shop Steward. The Chief Shop Steward shall complete the Union portion of the *Request to Subcontract/Transfer Work* indicating the Union agreement or rejection of the request to subcontracting/transfer non-emergency bargaining unit work. For the purposes of this Agreement and the Municipal Employees Relations Act (MERA) the Union's agreement to any such request shall be deemed as an agreement to the specific request to subcontracting/transfer non-emergency bargaining unit work and shall not constitute a past practice. The Chief Shop Steward or designee shall return the completed *Request to Subcontract/Transfer Work* to the Town within five business days from the date the request was received by the Union. In the event the Union agrees to the request and such subcontracting/transfer of non-emergency bargaining unit work has a demonstrable adverse impact on the bargaining unit the Union may demand to negotiate the impact of the subcontracting/transfer on the terms and conditions of employment of unit employees. Any demand to negotiate the impact of the subcontracting/transfer of non-emergency bargaining unit work shall be made on the *Request to Subcontract/Transfer Work* form. The Town may proceed with the subcontracting/transfer non-emergency bargaining unit work during such impact negotiations. In the event of an impasse in such impact negotiations either party may request interest arbitration pursuant to MERA to resolve such impasse. In the event the Union rejects the request to subcontract/transfer non-emergency bargaining unit work the Town may request interest arbitration pursuant to MERA to resolve such impasse. The Town shall continue to have the right to subcontract/transfer bargaining unit work in emergency situations without negotiations with the Union on the decision to subcontract/transfer bargaining unit work and on the impact on the bargaining unit and/or unit employees. For purposes of this provision an emergency situation shall be defined

as an unanticipated situation for which the health, welfare and safety of individuals and/or potential or actual damage to property requires immediate remedial action.

The Union may file a grievance of any alleged violation or misapplication of the express terms of this provision directly to Step II of the grievance procedure.

Appendix A
Town of Greenwich
Request to Subcontract/Transfer Work
Teamsters Local 456

Department/Division: _____ Date: _____

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

Describe project to be subcontracted:	
Name of Contractor:	
Expected duration of project:	From _____ To _____
Will bargaining unit employees work on project:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Department Head Signature: _____

Union Approves Request Union Disapproves Request

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

Chief Shop Steward _____ Date _____

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

APPENDIX VIII

EMPLOYEE SUBSTANCE ABUSE, TREATMENT AND DISCIPLINE

Section 1: Statement of Policy

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

Section 2: Treatment/Employee Assistance Program

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

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

Section 3: Voluntary Referral

A. Employee Assistance Program

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

B. Conditions

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

C. Classified Service Status

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

D. Pay Status

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

E. Release of Medical Information

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

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

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

F. Return to Work Following Inpatient Treatment

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

Section 4: Discipline

A. Performance Problems/Misconduct

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

B. Employee Admits Problem with Substance Abuse

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

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

C. Referral to the EAP Coordinator

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

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

D. Return to Work Following Inpatient Treatment

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

Section 5: Drug Testing

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

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

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

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

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

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

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

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

A urine specimen with 5 milligrams of creatinine per deciliter of urine or less is regarded as "substituted". A substituted test is considered a refusal to take a drug test, a violation of US DOT rules equivalent to failing a drug test. The USDOT has encountered a small number of cases in which individuals may have legitimate medical or physiological explanations for producing specimens with lower levels of creatinine.

When a laboratory reports a specimen as substituted, that is five milligrams of creatinine per deciliter or less, the MRO will consider the specimen to be dilute if the creatine concentration is two milligrams per deciliter of urine or higher. Dilute specimens will not cause the applicant nor employee to be regarded as violating the regulation. However, applicants or employees who provide dilute specimens in the 2 to 5 milligrams per deciliter range will have to undergo an unannounced immediate recollection under direct observation as a safeguard for the integrity of the testing program. Specimens with less than 2 milligrams of creatinine per

deciliter of urine are considered “substituted”. If it is determined that the urine specimen was “substituted” the applicant will be considered unqualified to work for the Town of Greenwich, and will be ineligible to reapply for at least six months, and must at the time of reapplication produce evidence of successful completion of a drug rehabilitation program as well as evidence of being drug-free during that period.

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

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

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

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

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

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

Section 6. Employee Request for Retesting

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

(b) After the employee receives notice of a confirmed positive test from the Town's laboratory, the employee may make written request within five (5) calendar days to the Town's designated laboratory for a test of a second sample. The employee may request that the second

sample be sent to a laboratory selected by the employee which shall be duly licensed or certified for drug testing purposes by the NIDA. The selected laboratory shall be responsible for pick-up and transport of the sample, and it shall insure chain of custody. The employee shall be responsible for all costs associated with the second test and shall make arrangements for payment with the selected lab. The second test for confirmation of the first positive result shall be deemed positive for the presence of intoxicating substances in accordance with standards issued by the NIDA. The results of the second test shall be sent to the Director of Personnel, the employee and the Union.

Section 8: Continuation of Disciplinary Procedure

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

Section 9: Mandatory Testing Following Workplace Accident

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

Section 10: Failure to Follow EAP Conditions

A. Original Self Referral

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

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

Section B: Original Disciplinary Referral

(1) Voluntarily Admits Violation of EAP Conditions

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

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

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

Section 11: Third Request for Treatment

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

Town or EAP provide treatment to an employee for substance abuse after two (2) prior treatment opportunities.

Section 12: Review of Policy and Procedure

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

APPENDIX IX

ANTHEM LUMENOS HIGH-DEDUCTIBLE PLAN

<p>COST SHARES</p>	<p>In-Network & Out-of-Network Service subject to Calendar Year Deductibles and Coinsurance* No Referrals Required \$1,500 Individual Deductible / 3,000 Family Deductible (Two or More)* In-Network Benefits Anthem pays 100% Out-of-pocket Maximum \$1,500 Individual, 3,000 Two or More Lifetime Maximum In-Network - Unlimited 100% Coverage for In-Network Preventative Services - No Deductible</p> <p>Out-of-Network Benefits Anthem pays 80% / You pay 20% after calendar year deductible Out-of-pocket Maximum \$3,000 Individual, \$6,000 Two or More Lifetime Maximum Out-of-Network - \$1,000,000.</p> <p>Pre-Certs/Prior Authorizations Coordination is Member Responsibility Only In-Network Coinsurance Levels Illustrated Below</p>
<p>PREVENTATIVE CARE</p>	
<p>Pediatric</p>	<p>100% Covered - No Deductible</p>
<p>Adult</p>	<p>100% Covered - No Deductible</p>
<p>Vision</p>	<p>100% Covered - No Deductible</p>
<p>Hearing</p>	<p>100% Covered - No Deductible (For Hearing Aids - See "Other Services" Category Below)</p>
<p>Gynecological</p>	<p>100% Covered - No Deductible Covered once every year</p>
<p>Mammography</p>	<p>100% Covered - No Deductible</p>

MEDICAL SERVICES	
Medical Office Visit (Including Sick Visits to OB/GYN)	100% Coinsurance after Deductible
Outpatient PT/OT/Chiro/Speech Therapy	100% Coinsurance after Deductible Per Visit on all Outpatient Rehabilitation 50 combined visits Excess visits covered as Out of Network
Cardiac Rehabilitation	100% Coinsurance after Deductible
Allergy Services	100% Coinsurance after Deductible Unlimited Injections
Diagnostic Lab and X-ray	100% Coinsurance after Deductible
Inpatient Medical Services	100% Coinsurance after Deductible
Surgery Fees	100% Coinsurance after Deductible
Office Surgery	100% Coinsurance after Deductible
Outpatient MH/SA	100% Coinsurance after Deductible
Infertility	100% Coinsurance after Deductible No Age or Cycle Limits Prior Authorization is Required
EMERGENCY CARE	
Emergency Room	100% Coinsurance after Deductible
Urgent Care Walk-In Centers	100% Coinsurance after Deductible CT Network Only
Ambulance – Land or Air	100% Coinsurance after Deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical/Surgical/Maternity (Semi-private)	100% Coinsurance after Deductible
Ancillary Services, Medication, Supplies	100% Coinsurance after Deductible
Psychiatric/Alcohol Rehabilitation	100% Coinsurance after Deductible
Substance Abuse/Detox	100% Coinsurance after Deductible
Rehabilitative	100% Coinsurance after Deductible Up to 100 days – excess days covered as out-of- network
Skilled Nursing Facility	100% Coinsurance after Deductible
Hospice	100% Coinsurance after Deductible

OUTPATIENT HOSPITAL	
Outpatient surgery facility charge	100% Coinsurance after Deductible (Prior Authorization Required)
Diagnostic Lab and X-ray	100% Coinsurance after Deductible
Pre-Admission Testing	100% Coinsurance after Deductible
OTHER SERVICES	
Durable Medical Equipment Including Prosthetics	100% Coinsurance after Deductible
Home Health Care	100% Coinsurance after Deductible
Infusion Therapy	100% Coinsurance after Deductible Unlimited Visits
Human Organ and Tissue Transplant	100% Coinsurance after Deductible
Private Duty Nurse	100% Coinsurance after Deductible Up to a \$15,000 maximum
Hearing Aids	100% Coinsurance after Deductible Children under age 12 – maximum of \$1,000 within 2 year period. Age 12 and over not covered
TMJ Procedures	Not Covered
Prescription Drugs Retail or Mail Order	100% Coinsurance after Deductible Drug formulary list does not apply
Penalty for Failure to Pre-Cert or Prior Authorized Covered Services	No Penalty for Hospitalization or Physician Services

This benefit chart does not constitute your health plan or insurance policy. It is only illustrative and a general description of the plan. Please refer to your plan document for exclusions and limitations of the plan.

APPENDIX X

PRESCRIPTION DRUGS COVERAGE

Prescription Drug Plan to become Effective July 1, 2009

PRESCRIPTION DRUGS		
Prescription Coverage Retail Pharmacy	\$ 5 Generic Drug Co-payment \$25 Preferred Brand Name Drug Co-payment \$40 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, \$50 Preferred Brand Name \$80 all other drugs (up to a 90-Day Supply)	Covered in Network Only

APPENDIX XI

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 eff. 7/1/09 \$2,750
(Age 0 to 19 years old)	

Pre-Existing.....	None
-------------------	------

APPENDIX XII

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 XIII

Island Caretaker
Terms and Conditions of Employment

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

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

Caretaker Work Schedule and Working Conditions

Peak season	June 1 – September 15	Reside on island 24/7. Regular workday starts at approximately 9:15 a.m. and ends at approximately 7:30 p.m. and the workweek shall consist of seven days. In addition, the employee is required to perform approximately 15 minutes of start-up activities at 6:00 a.m. and 30 minutes of shutdown activities at 10:00 p.m. The employee is required to attend to any matters on the island that may occur outside of the regular workday without additional compensation. The employee may take a reasonable amount of time off during the workday to tend to personal business both on and off the Island providing that arrangements are made for appropriate department supervision to be available on the Island.
-------------	-----------------------	---

Non-peak season	September 16 – December 1 1 st day of spring – May 31	Maintain residence on island. Regular workweek 35 hours. Some allowance for short departures and flexible scheduling. May be required to respond to off duty calls on the island. Scheduled vacation to be taken during the non-peak periods.
Off - season	December 1 – last day of winter	No duties assigned, not required to be on call. Residence on island optional.

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

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

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

Required to own, maintain and use personal boat for the purpose of transportation to and from the island. The boat must be determined by the Town as adequate for such purpose on a year round basis. The Town will supply gas for business related use of the boat.

The Town shall provide an electronic communications device to the employee for business and personal use. The employee shall reimburse the Town for any personal use that exceeds the monthly plan cost to the Town. The employee shall not be eligible to receive the contractual pager stipend.

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

Living Arrangements:

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

Employee Responsibilities

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

Town Responsibilities:

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

APPENDIX XIV

EMPLOYEE USE OF TOWN OWNED VEHICLES

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

- A. There is no expectation that the use of such vehicle shall become a permanent arrangement, practice or otherwise a contractual obligation on the part of the Town to the employee and that the Town may unilaterally modify or discontinued the arrangement. In the event the Town determines to modify or discontinue the employee's use of the Town owned vehicle, the employee shall not be entitled to any compensation for such modification and/or discontinuance and Local 456 expressly waives any right and relieves the Town of any obligation to negotiate the impact of the Town's determination in this regard.
- B. An employee, who is authorized by the Town to use a Town owned vehicle, shall be required to adhere to the Town's policy No. 414.0 (Town of Greenwich Vehicle Use Policy) as such policy may be adopted by the Town from time to time.
- C. The Town and Local 456 expressly acknowledge that this is the complete agreement on the subject of the use of Town owned vehicles and that any practice, written or oral understanding, or other agreements of any kind are superceded and replaced by the Terms of this Appendix XV.

APPENDIX XV

School Heat Alarm Response Operating Procedure And Employee Responsibility and Compensation

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

- There shall be a designated rotation of two (2) maintenance/instrumentation mechanics to be on stand-by each day during the heating season; one from the road crew for K-8 and one from the employees assigned to Greenwich High School. The heating season shall be designated by the BOE beginning on or about December 1 and ending in mid to late March. A pager shall be provided by the BOE and rotated among the maintenance/instrumentation mechanics.
- The stand-by rotation shall first be developed among the affected employees. An employee may decline to participate in the stand-by rotation if, in management's opinion, sufficient maintenance/instrumentation mechanics are available for a reasonable and operational sound stand-by schedule. In the event a reasonable and operational sound stand-by schedule is not functional, management may develop and implement the stand-by schedule.
- In the event the employee who is designated stand-by is absent from work, the employee next in rotation shall be designated stand-by for that day.
- The alarm monitoring company shall page the designated maintenance/instrumentation mechanic in case of boiler failure at any school.
- Upon receiving the page from the alarm monitoring company, the maintenance/instrumental mechanic shall report to the school, reset the boiler, initiate the troubleshooting routine using the equipment's alarm history and log and/or report findings to a supervisor on the next regular workday.
- In the event the maintenance/instrumental mechanic encounters a problem that the mechanic cannot solve, multi site alarms, or chronic failures, the maintenance/instrumental mechanic shall contact the Foreman or the Building Maintenance or Custodial Supervisor for direction.
- Head Custodians shall continue to be primary responder to notifications about motion/security and/or fire alarm problems.

Compensation

The maintenance/instrumentation mechanics designated stand-by shall carry the BOE issued electronic communication device and receive the \$25 stipend (Article III (17) for each day so assigned. In the event the maintenance/instrumentation mechanic is required to report to work from off duty hours he shall receive the three (3) hour minimum as set forth in Article III (9). In no event shall an employee be eligible for the stand-by stipend for a day when the employee is absent from work.

APPENDIX XVI

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

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

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

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

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

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

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

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

Town of Greenwich
Office of the First Selectman
Alfred C. Cava, Director of Labor Relations

Memorandum

TO: Roger Taranto, Chief Shop Steward Local 456 IBT

FROM: Alfred C. Cava, Director of Labor Relations

DATE: November 6, 2008

SUBJECT: Prior Practice

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

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