

AGREEMENT

Between the

TOWN OF GREENWICH, CONNECTICUT

-And-

CONNECTICUT LABORERS' DISTRICT COUNCIL

On behalf of

CONNECTICUT PUBLIC SERVICE EMPLOYEES LOCAL 136, of

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

JULY 1, 2016 - JUNE 30, 2019

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COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE TOWN OF GREENWICH  
and  
CONNECTICUT LABORERS' DISTRICT COUNCIL  
on behalf of  
LABORERS INTERNATIONAL UNION OF NORTH AMERICA

The TOWN OF GREENWICH ("Town") and the CONNECTICUT LABORERS' DISTRICT COUNCIL on behalf of CONNECTICUT PUBLIC SERVICE EMPLOYEES LOCAL 136, of LABORERS INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO ("Union" or sometimes "LIUNA") agree as follows:

**1. RECOGNITION**

- A. In accordance with the Connecticut Municipal Employees Relations Act, the Town recognizes the Union as the exclusive bargaining representative for all professional and management employees including engineers, attorneys, social workers, Public Health Laboratory Director, Director of Environmental Health, Librarians, and employees in the classifications set forth in Appendix I but excluding all elected officials, Town Administrator, Superintendent of Schools, Town Treasurer, department heads and their deputy or assistant department heads, reporting to the following appointing authorities: First Selectman and/or Board of Selectman, Board of Estimate and Taxation, Board of Education, Board of Health, Greenwich Library Board of Trustees, Perrot Library Board of Trustees, Planning and Zoning Commission, Inlands Wetlands and Watercourses Agency, Conservation Commission, The Nathaniel Witherell Board, Board of Social Services and the Retirement Board; positions not included in Appendix I as of the date of this Agreement; and those representing the Employer in the collective bargaining process, i.e., Director of Labor Relations, Employee Benefits Administrator, Director of Management and Budget, Senior Management Analyst and Executive Assistant to the Selectmen.
  
- B. The terms and provisions of this contract shall apply to the following categories of employees:
  - 1) Full-time employee who is employed to work the standard workweek;
  
  - 2) Permanent, part-time employee who is hired for a period of no less than six (6) months and is regularly scheduled to work less than the standard workweek, but at least thirty-two (32) hours per bi-weekly payroll period and at the Greenwich and Perrot Libraries at least forty (40) hours per bi-weekly payroll period. Employees who during the life of the contract have their hours reduced to less than thirty-two (32) or for employees at the Greenwich and Perrot Libraries forty (40) hours per bi-weekly payroll period shall remain within the bargaining unit and be treated for benefit purposes as if they are

working thirty-two (32) hours or for employees at the Greenwich and Perrot Libraries forty (40) per bi-weekly payroll period.

Probationary employees may be dismissed without recourse to the grievance and arbitration provisions of this Agreement during the probationary period. The six (6) month probationary period may be extended for one additional three (3) month period at the written request of the department head provided the employee and the Union agree in writing to such extension .

- C. All permanent, full-time employees employed in a title specified in Appendix I, shall receive all benefits of this Agreement. All permanent, part-time employees employed in a title specified in Appendix I, shall receive the benefits of Articles 5, 8, 9 and 10 as specified.
- D. When the Town intends to create a new position or a new classification and there is a reasonable basis for believing that the Union may wish to review whether such position or classification belongs in the bargaining unit, the Town shall notify the Union of the proposed new position or classification. Upon request of the Union, the Town shall meet with the Union to discuss whether it belongs in the bargaining unit. The positions or classifications covered by this provision are those that meet the following criteria:
  - 1) The work is at the professional, supervisory or managerial level;
  - 2) The position or classification is of a nature comparable to others in the bargaining unit; and
  - 3) The proposed salary is not less than the lowest salary listed in the appropriate salary Appendix of this Agreement.

## **2. NON-DISCRIMINATION**

- A. No discrimination shall be practiced by the Town or the Union against any employee because of membership or non-membership in the Union, or by the Town or the Union against any member or officer because of participation or non-participation in legitimate activities of the Union.
- B. Neither the Town or the Union shall discriminate against any employee in the application of the terms of this agreement or Town employment policies in violation of state or federal employment discrimination statutes. An alleged violation of employment discrimination in violation of state or federal employment discrimination statutes shall not be subject to the Article 20 grievance procedure of this agreement. An employee alleging an alleged violation of state or federal employment discrimination statutes may exercise all legal rights in pursuing a complaint against the Town or Union as set forth in such state or federal employment discrimination statutes.

- C. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not a sex limitation unless the Agreement clearly requires a different construction.

### **3. MANAGEMENT RIGHTS**

- A. The Town shall have all management rights not specifically restricted by this Agreement; and the Town shall administer this Agreement and exercise its rights so as to be fair and impartial to all employees and so that the dignity of the individual shall at all times be protected.
- B. The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it, except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement. The Town shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to, the following:
  - (1) To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town.
  - (2) To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
  - (3) To discontinue processes or operations or to discontinue their performance by employees.
  - (4) To select and to determine the number and types of employees required to perform the Town's operations.
  - (5) To determine the content of job classifications, subject to the Town's obligation to negotiate secondary effects of new or changed job descriptions on terms and conditions of employment. The Town shall provide a copy of any revised job description to the employees in the classification and a copy to the Union.
- C. The above rights, responsibilities and prerogatives are inherent to the Town by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.
- D. The Town may subcontract rehabilitation services at Nathaniel Witherell that have been performed by members of the bargaining unit in the classifications of Coordinator of Rehabilitation Services, Occupational Therapist and Physical Therapist. These classifications shall continue to be recognized to the bargaining unit.

#### **4. NOTICE**

- A. The Town shall give each present employee in the bargaining unit, and each such new employee when hired, a copy of this Agreement. The Town shall make available copies of any other relevant documents for inspection.
- B. Employees shall have the right, to be exercised reasonably, to review any material in their personnel files. Employees shall be notified of any material placed in or removed from their personnel files at the time such action is taken. If the Town shall fail to provide the notification herein required, such material shall not be used in any disciplinary, grievance, or arbitration proceeding involving the employee.
- C. The Union shall have the right to post notices and other communications on a bulletin board provided by the Town in a reasonable location subject to the approval of the contents by the Town, which approval shall not be unreasonably withheld. 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.

#### **5. WAGES**

##### **A. General Employees**

- 1. Employees, except for employees covered by paragraphs B and C of this Article 5 shall be paid in accordance with the salary schedules annexed hereto as Appendix II.
- 2. The Town may, without further negotiations with the Union, offer hiring bonuses as a hiring incentive. One-half of the hiring bonus shall be paid within thirty (30) days of hire and one-half shall be paid within thirty (30) days of the employee completing his/her probationary period.

##### **B. Nathaniel Witherell Professional Employees**

- 1) Employees in Nathaniel Witherell professional classifications shall be paid in accordance with the salary schedules annexed hereto as Appendices II and III. The Town retains the right to offer a hiring bonus in recruiting nurses with one-half of the bonus paid within thirty-days of hire and the remaining one-half paid upon the completion of the employee's probationary period. A part time nurse who is scheduled to work 16 hours or more per week is included within the bargaining unit. A part time nurse who is scheduled to work less than 16 hours is not included within the bargaining unit. A part time nurse included within the bargaining unit

shall be paid an hourly rate that is 120% of the established rate for their classification.

The Town may hire a nurse at the starting rate for the classification up to the range maximum depending upon experience and subject to the prior approval of the Director of Human Resources. Should the Town hire a nurse for a bargaining unit position at the maximum rate for the classification, and then any nurses in the bargaining unit at a step less than maximum shall thereupon be increased to the maximum step.

2) A differential of one dollar fifty-five cents (\$1.55) shall be paid as a shift premium for day shifts, for all hours of work performed on weekends. The differential for evening weekend shifts shall be two dollars fifteen cents (\$2.15) per hour, and two dollars seventy-five cents (\$2.75) per hour for night weekend shifts. A weekend is defined as that period between 7:30 a.m. Saturday to 7:30 a.m. Monday. This differential shall not be included in the computation of the overtime rate but shall be paid in addition to the overtime rate.

3) In addition to the differentials provided for above, a differential of one dollar eighty cents (\$1.80) shall be paid for all hours of work performed on the evening shift and two dollars twenty-five cents (\$2.25) per hour for all hours worked on the night shift. This differential shall not be included in the computation of the overtime or holiday rate but shall be paid in addition to the overtime rate.

4) a) A nurse who is assigned to perform the duties of a Assistant Director of Nursing shall be paid additional compensation of thirty dollars (\$30.00) per shift.

b) A nurse who is assigned to perform the duties of an Patient Care Coordinator shall be paid additional compensation of eighteen dollars (\$18) per shift so assigned.

c) A day shift nurse assigned to perform the functions of both a Patient Care Coordinator and medication nurse on a unit shall be paid additional compensation equal to the sum of thirty-six dollars (\$36.00) per shift so assigned. A nurse assigned to perform the functions both the Assistant Director of Nursing and Patient Care Coordinator shall be paid additional compensation equal to the sum of forty-eight dollars (\$48.00) per shift so assigned.

#### C. Assistant Town Attorneys

Employees in Assistant Town Attorney classifications shall be paid in accordance with the salary schedule annexed hereto as Appendix IV. For the period July 1, 2016, through June 30, 2017, each Assistant Town Attorney shall receive a one-time lump sum payment equal to 2.4% of the their annual base pay. For the period July 1, 2017, through June 30, 2018, each Assistant Town Attorney shall receive a one-time lump sum pensionable payment equal to 2.25% of their annual base pay.

Effective July 1, 2018, each Assistant Town Attorney shall receive a one-time lump sum bi-weekly pensionable payment equal to 1.5 % of their bi-weekly base pay.

- D. On July 1 of each year, except for employees serving in their probationary period, employees covered by paragraphs A and C of this Article who are not at the maximum step of their salary grade shall be advanced a step as provided on the applicable Salary Schedule Appendix annexed to this Agreement. Employees serving in their probationary period shall first become eligible for step increases beginning on July 1 following completion of their probationary period. Employees covered by paragraph B of this Article who are not at the maximum step of their salary grade shall be advanced a step as provided on the applicable Salary Schedule Appendix annexed to this Agreement. An employee shall not be eligible to advance to the succeeding step if the employee has received a job related formal written notice of discipline, that includes a penalty of a suspension, within the twelve-month period preceding the effective date of the step increase. In such event the employee shall next be eligible to advance to the succeeding step the following July 1. An employee may grieve the withholding of an increment directly to Step II of the grievance procedure.
- E. LIUNA recognizes the Town's managerial right to establish new positions and to reclassify existing positions subject to the duty to negotiate as to the salary grade placement. In order to provide for an effective method to satisfy this requirement, the parties have agreed to the procedure as set forth in Appendix VI annexed to this Agreement for newly created positions and reclassified positions to the bargaining unit.
- F. Permanent, part-time employees shall be paid a prorated salary based upon the appropriate rate per year specified in applicable Salary Schedule Appendix annexed to this Agreement.
- G. All wage payments shall be made through direct deposit. Employees shall provide the information necessary to the Town to implement direct deposit of wage payments. Employee's shall receive an electronic notice each payday that their pay advice is available for access.
- H. Upon providing the Union and members with sixty (60) days written notice, the Town may implement, on a one time basis, a five-day payroll lag without further negotiations with the Union. The lag shall be implemented by delaying the delivery of each bi-weekly pay check by one business day until a five day lag has been accomplished. For example, upon implementation of the payroll lag the bi-weekly paycheck that would be due on a Friday will be issued on the following Monday. Thereafter, the next four successive bi-weekly paychecks will be issued on Tuesday, Wednesday, Thursday and Friday thereby creating a five-day payroll lag. At termination of employment with the Town, the employee shall be paid the five-days of payroll lag with his or her final paycheck at the rate of pay in effect upon the employee's separation of service with the Town. Following the implementation of

the payroll lag, newly hired employees will receive his or her first paycheck on a five day lag basis. It is understood that the result of the implementation of the payroll lag will result in employees receiving fifty-one (51) weeks of regular pay in a fifty-two (52) week period.

## **6. COLLECTIVE BARGAINING**

- A. All collective bargaining with respect to hours, wages and other conditions of employment shall be conducted by authorized representatives of the Union and the Town.
- B. The members of the Union Negotiating Committee, but no more than six (6) persons, shall be granted time off from duty with full pay for all meetings with the Town for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty, as long as the time off does not interfere unreasonably with Town business in which case the meeting shall be promptly rescheduled.
- C. The members of the Union Grievance Committee, but not more than three (3) persons (together with not more than five (5) other employees directly associated with the grievance, which five shall be entitled to take not more than one and one-half (1 1/2) hours per month non-cumulative under this section) shall be granted leave from duty with full pay for all reasonably necessary meetings concerning the processing of grievances with the Town when such meetings are held at a time when such members are scheduled to be on duty, as long as the time off does not interfere unreasonably with Town business in which case the meeting shall be promptly rescheduled.
- D. Each member of the bargaining unit who is a director of the Greenwich Municipal Employees Credit Union shall be granted leave from duty with full pay up to five (5) 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 members are scheduled to be on duty; provided, however, that the aggregate number of directors so granted such leave (whether from the bargaining unit or otherwise) shall not exceed a total of twenty (20) hours per month.
- E. Designated Union representatives or officials shall be granted a total of twenty-five (25) paid working days per year on an accumulative basis to attend Union conferences, conventions and meetings. The Union will provide the Town with reasonable advance notice of such leave.
- F. LIUNA Local 136, at its own expense, shall have the right to conduct an independent financial audit of Nathaniel Witherell. To that end, the Town recognizes LIUNA's right to reasonably review published financial reports, budgets and other published financial statements for Nathaniel Witherell and will provide reasonable access to such reports to auditors retained by LIUNA.

## 7. HOURS AND WORK WEEK

- A. For each regular full-time employee, the standard workweek shall be thirty-five (35) hours, generally Monday through Friday, and the standard workday shall be seven (7) hours, except as otherwise provided in paragraph C (Library) and paragraph D (Nathaniel Witherell), or as required for the fulfillment of job responsibilities. The Town and Local 136 recognize that an employee may be required to work hours beyond the standard workday or workweek to fulfill his or her managerial and/or professional job responsibilities. However in no event may a nonexempt employee work in excess of his or her standard workday or workweek without express prior authorization from the department head. A department head may modify the schedule of an employee for attendance at evening meetings, evening office hours and other routine business matters to remain within the standard workday or workweek of the employee. Routine Town Hall evening office hours shall be limited to one evening per week. Employees shall be afforded an opportunity for a minimum of eight (8) hours of rest prior to reporting to work.
- B. Except as otherwise provided in paragraph C (Library) and paragraph D (Nathaniel Witherell), a nonexempt employee shall be compensated for work performed in excess of his or her standard workweek as follows: for hours worked in excess of 35 up to 40 hours at the straight time rate of pay and for hours in excess of 40 hours at the time and one half rate of pay. For purposes of calculating overtime at the time and one half rate of pay (hours worked over 40) preapproved paid vacation and preapproved personal leave shall be considered as time worked. All other paid or unpaid absences shall be considered as time not worked.
- C. Employees Assigned to Greenwich and Perrot Libraries:
- 1) For each full-time librarian the standard workweek shall be thirty-five (35) hours, Monday through Saturday. All past practices providing for a workweek of less than thirty-five (35) hours per week shall be discontinued.
  - 2) All work performed on Sunday shall be compensated at one and one-half (1 1/2) times the regular rate.
  - 3) All work performed on regularly scheduled holidays shall be compensated at two and one-half (2 1/2) times the regular rate, which pay shall include holiday pay.

D. Employees Assigned to Nathaniel Witherell:

The standard workweek shall consist of forty (40) hours consisting of eight (8) hour shifts on any five days during the workweek.

Upon mutual agreement between the individual nurse and the administration, the number of hours per shift may be flexible, not to exceed the standard workweek for that employee.

Non-nursing classifications may be regularly scheduled to work any five (5), seven (7) hour days, except Sunday in the workweek.

The Town shall determine the shifts to be worked as provided in this section and number of employees to be assigned to each shift. Each employee shall bid on shifts twice per year, in March for the six-month period April through September and in September for the six-month period October through March. An employee shall be assigned a shift based on the seniority of the employees bidding on the shift. In the event there is no employee bidding on a shift the least senior employee shall be assigned to that shift. Each employee shall include with the shift bid his or her vacation request for that six-month period. Vacations shall be approved based on the operational and staffing requirements of the department and the seniority of the employee.

All work schedules shall be determined and posted at least two (2) weeks in advance of the workday. Such determination shall also include notice of days off for the holidays to be worked, such days to be selected by the employee with the consent of the department head.

All work performed in excess of standard workweek provided in this paragraph D in a seven (7) day period shall be compensated at the rate of time and one-half. For purposes of calculating overtime at the time and one half rate of pay (hours worked over 40) preapproved paid vacation and preapproved personal leave shall be considered as time worked. All other paid or unpaid absences shall be considered as time not worked

E. 1) An exempt employee shall be required to work reasonable hours in excess of the standard workday and/or workweek necessary to fulfill his or her managerial and/or professional job responsibilities without additional compensation.

2) Notwithstanding paragraph 1 above, an exempt employee who is expressly directed by his or her department head to work on a regularly scheduled day off after completing a minimum of thirty-five hours of work in that workweek or on a Town holiday set forth in Article 9 shall be compensated for time worked on such day at the straight time rate. A department head may request in advance that the Director of Human Resources authorize that compensation be paid to an exempt employee at the straight time rate for time worked during the standard workweek in

excess of that contemplated in paragraph 1 in a circumstance when one or more of the following conditions apply:

- a. The department is experiencing an unusually large volume of work due to circumstances that are unforeseen and therefore could not be reasonably planned for by the department head.
- b. Modifying the exempt employee's schedule as permitted pursuant to paragraph A of this Article is not an option due to the large volume of work or the work cannot be rescheduled or otherwise delayed.

An exempt employee, with the prior approval of the department head, may request to receive compensatory time at the straight time rate in lieu of payment as compensation authorized pursuant to this paragraph.

F. Except for employees assigned to the Department of Parks and Recreation, compensatory time must be taken within one hundred and twenty (120) days of being earned at times mutually agreed upon by the employee and the Department Head. Permission to take compensatory time will not be unreasonably withheld. For employees assigned to the Department of Parks and Recreation the following shall govern the use of compensatory time.

- 1) The Town and LIUNA Local 136 agree that compensatory time should only be authorized after all reasonable attempts have been made between the employee and the supervisor to alter the employee's weekly work schedule to remain within the work week as set forth in Article 7 (A) and (C) (1).
- 2) The supervisor shall authorize the minimal number of employees and hours as is necessary to accomplish the work when scheduling employees after business hours, weekends and on holidays.
- 3) When required, the supervisor shall authorize compensatory time on an hour for hour basis. An employee may accrue a maximum of one hundred five (105) hours of compensatory time at any point in time.
- 4) It is the responsibility of the employee to make a request to use accrued compensatory time to remain within the one hundred five (105) hour maximum accrual. Requests shall be made directly to the employee's supervisor.
- 5) At his discretion, the Director of Parks and Recreation may schedule an employee off on a regular work day with such time to be charged against compensatory time in order to insure that an employee does not exceed the one hundred five (105) hour maximum accrual.

- 6) Upon separation of service for any reason any accrued compensatory time remaining to the employee shall be forfeited and there shall be no entitlement to payment for such accrued compensatory time.
- 7) The Director of Parks and Recreation may make an exception to the maximum compensatory time accrual due to unforeseen business necessity; for example, to provide coverage for another employee on long-term leave or due to emergency conditions.
- 8) Employees whose classifications are included in paragraph G (Emergency Operations) of this Article shall continue to be covered by the terms of such paragraph.

G. In the event of an emergency operation, employees in the classifications listed below who are required by their department head to participate in the emergency operation shall be compensated as follows: for work performed outside of the normal workday but during the regular workweek the straight time rate of pay for the first five (5) hours worked and the time and one-half rate of pay for each hour worked in excess of five (5) hours; for work performed on a scheduled day off, the time and one-half rate of pay for each hour worked with a guarantee minimum of three (3) hours of work or pay; and for work performed on a Town holiday as set forth in Article 9 of this Agreement the double time rate of pay for each hour worked with a guarantee minimum of three (3) hours of work or pay.

Employees in the following classifications are eligible for emergency operations compensation as set forth in this paragraph “G”: Assistant Building Official, Assistant Superintendent of Building Construction and Maintenance, Bacteriologist and Laboratory Technician, Building Construction and Maintenance Supervisor (BOE), Building Official, Business Office Manager, Director of Environmental Services, Director of Family Health, Director of Special Clinical Health, Environmental Asset Engineer, Environmental Health Services Manager, Environmental Operations Manager, Highway Asset Engineer, Highway Operations Manager, Highway Planning and Program Manager, Highway Superintendent, Laboratory Director, Library Facilities Manager, Maintenance Manager–Sewer, Operations Manager-Boats and Harbor, Operations Manager–MFO, Parks Operations Manager, Process Control Manager, Project Manager BC & M Division, Superintendent of Building Construction and Maintenance, Superintendent of Marine and Facility Operations, Superintendent of Parks and Trees, Supervisor of Building Operations (BOE), Tree Operations Manager, Wastewater Division Manager.

For the purposes of this paragraph “G”, emergency operations is defined as operations necessitated by the effects of adverse weather conditions, including but not limited to: snow and ice storms, windstorms, and heavy rainstorm resulting in flooding.

#### H. Information Technology Classifications - On-Call and Remote Connection Assignments

1) An employee employed in an information technology classification assigned to the Greenwich Library or Town's Information Technology Department and who is assigned to be on-call shall be paid twenty-five dollars (\$25.00) for each day assigned on-call. In the event the employee who is on-call is required to report to work from on-call, s/he shall be paid a minimum of three (3) hours pay at time and one half for a nonexempt employee and at the straight time rate for an exempt employee. If such employee works in excess of three (3) hours, the employee shall be paid overtime for all hours worked at time and one half for a nonexempt employee and at the straight time rate for an exempt employee.

2) A nonexempt employee employed in an information technology classification assigned to the Greenwich Library or the Town's Information Technology Department who is required to perform his or her job duties by remote connection into the Town's information system during off duty hours and the performance of such job duties is in excess of fifteen (15) minutes shall be compensated pursuant to the overtime provisions of paragraph B of this Article.

3) A nonexempt employee employed in an information technology classification assigned to the Town's Information Technology Department when required to perform scheduled system maintenance on a Saturday and/or Sunday either by remote connection or by requiring the employee to report to work. In instances when a nonexempt employee performs system maintenance by remote connection s/he shall be compensated as provided in paragraph B of this Article. In instances when a nonexempt employee is required to report to work s/he shall be compensated pursuant to the overtime provisions of paragraph B of this Article. In instances when an exempt employee is required to report to work s/he shall be compensated pursuant to the provisions of paragraph C of this Article.

I. Department Heads may promulgate rules and procedures governing the authorization of work beyond the standard workweek, flexible scheduling and use of compensatory time consistent with the terms of this agreement. In no event may an employee work in excess of his or her regularly scheduled workweek without express authorization from their supervisor.

J. Due to the varied responsibilities of Town agencies and departments during weather or other emergency situations, certain employees may be required to work as scheduled and others may be required not to report to work. Accordingly there is no expectation that employees will have their terms and conditions of employment administered on a uniform basis during such emergencies. There is also no expectation that appointing authorities will make uniform decisions as to the status of their agency or department during weather or other emergency situation. Generally employees who are directed not to report to work will not be required to use paid leave time and employees who are directed to report to work will be paid

pursuant to the terms of the collective bargaining agreement. Employees employed by the Board of Education will continue to follow established practices when school is closed due to weather related or other emergency conditions. Employees employed at Nathaniel Witherell shall continue to follow established practices during weather or other emergency conditions in order to provide care on a continued twenty-four hour weekly basis. Employees employed at the Greenwich and Perrot Libraries shall continue to follow established practices.

## **8. TEMPORARY ASSIGNMENTS**

Any employee who, at the express direction of the Department Head, is assigned to the essential duties and responsibilities of a classification in a higher pay grade shall be paid at the higher pay grade. The employee's rate of pay for the work in the higher grade shall be the minimum of the higher pay grade or ten percent (10%) over his/her current rate whichever is higher, not to exceed the maximum rate for the classification in the higher pay grade. This provision does not apply to nurses who are covered by the Appendix III salary schedule. The Town shall provide notice to the Union of a bargaining unit employee who has been directed to perform the essential duties and responsibilities of a classification in a higher pay grade when such temporary assignment exceeds one complete payroll period.

## **9. HOLIDAYS**

A. 1. Except as otherwise provided in paragraph 2 of this section A, each employee shall receive the following twelve (12) paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day

2. Each full-time employee assigned to Nathaniel Witherell shall receive the following nine (9) paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
July 4th	

An full-time or part-time nurse who works on any of the nine (9) holidays specified in this Section 2 shall be paid at time and one-half and shall receive a regular work day off to be selected by the nurse with the approval of the department head.

An employee, other than a full-time nurse, who is directed to report to work on any of the nine (9) holidays specified in this Section 2 shall be paid, in addition to the day's pay for the holiday, the hourly straight time rate of pay each for each hour worked on the holiday.

A part-time employee shall be paid at the time and one-half rate of pay for work performed on any of the nine (9) holidays specified in this Section 2.

- B. At the option of the Town, and upon not less than thirty (30) day notice to the Union, either or both of the days on which Columbus Day and Veteran's Day are celebrated may be changed to another day or days. The Greenwich Board of Education, Resource Recovery Facility at Holly Hill and/or the Griffith E. Harris Golf Course may establish alternate holidays or provide floating holidays as an alternative to the holidays the following holidays: Good Friday, Columbus Day, Veteran's Day and the Day after Thanksgiving provided that the total number of annual paid holidays is equal to the number of holidays set forth in paragraph A.
- C. When a holiday falls on a regular day off, for employees scheduled to work a five (5) day operation, the holiday shall be celebrated on a regular workday to be scheduled by the department head, and for employees scheduled to work a seven (7) day operation, the holiday shall be celebrated on a regular work day to be selected by the employee with the approval of the department head and the workday selected need not be uniform.
- D. Permanent, part-time employees shall be entitled to the holidays specified in this Article and shall receive as holiday pay an amount prorated on the basis of the part of the standard work week which they are scheduled to work.
- E. An employee who is directed to report to work on a holiday specified in paragraph A of this Article or an alternate holiday as provided in paragraph B shall be paid, in addition to the day's pay for the holiday, the hourly straight time rate of pay each for each hour worked on the holiday. In order to qualify for compensation for working on a holiday, the employee must be directed in writing by his or her department head to report to work on the holiday to include the maximum number of hours the employee is authorized to work. An employee who is covered by the terms of Article 7 (G), shall, during an emergency operation, be compensated pursuant to the terms of such Article 7 (G) in lieu of this paragraph "E".

## **10. SICK LEAVE**

- A. 1. An employee shall earn sick leave at the rate of one (1) day per month for each year of continuous service through completion of the ninth (9th) year of service and two (2) days per month for each year of service commencing with the beginning of the tenth (10th) year of service except for employees hired on or after July 1, 2011, who shall earn one and one-half (1½) days per month commencing with the

beginning of the tenth (10<sup>th</sup>) year of service. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

2. An employee who has accumulated 180 sick days as of June 30 and did not use all his/her earned sick leave during that 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.

3. Part-time employees, except employees assigned to Nathaniel Witherell, shall earn six (6) prorated sick days per year. Part-time employees assigned to Nathaniel Witherell are not eligible for paid sick leave except as otherwise provide by Connecticut General Statutes.

4. Sick leave credits will be recorded in hours based on a seven (7) hour day for thirty-five (35) hour workweek full-time employees and on an eight (8) hour day for full-time employees on a forty (40) hour workweek.

B. At the time of retirement under the provisions of this Agreement, an employee shall be paid at the rate of his/her last position with the Town for fifty percent (50%) of his/her accumulated sick leave, provided that in no instance shall s/he be paid for more than ninety (90) days sick leave. For the purposes of this section, "retirement" shall be defined in accordance with the Retirement System of the Town. Employees hired on or after September 23, 1997, shall not be entitled to the benefits provided by this paragraph. Such employees shall not receive any payment for unused accumulated sick leave at retirement.

C. An employee with accrued sick leave credit, except as otherwise provided in section E below, shall be allowed to utilize such sick leave in full day or quarter-hour increments for the following purposes:

1. An employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, including that resulting from pregnancy, which renders him/her unable to perform the duties of his/her position, shall be eligible to receive paid sick leave to the extent s/he have accrued sick leave credit.

It is the responsibility of the employee requesting sick leave to notify or cause notification to be made to his or her supervisor in advance of the start of the workday. Sick leave notification must be made for each workday that sick leave is requested except if waived by the supervisor, except in the case of an emergency.

2. An employee shall be eligible to receive paid sick leave when there is an illness or disability involving a member of his/her immediate family, which requires the employee's personal care and attendance, provided that requiring the employee to report to work would cause a serious hardship on the member of the immediate family suffering from the illness or disability or the member of the immediate family is a child.

For purposes of this section, immediate family is defined as spouse, child, stepchild, parent, stepparent, grandparent, brother, sister, grandchild, parent-in-law, or any other relation domiciled with the employee as a member of the employee's family or one who is listed as a dependent on the employee's most recent income tax return.

3. For a pre-scheduled medical appointment for which time off pursuant to Article 18 is permitted.

- D. Accumulated sick leave will remain to the credit of an employee for a period of twelve (12) months after leaving the service of the Town, and will be reinstated if s/he returns to service within that period of time, except in the case of job elimination as defined in Article 22 C, in which case it shall be twenty-four (24) months.
- E. In the event that an employee is entitled to sick leave pursuant to section C of this Article, but does not have earned sick leave available, the employee may borrow from his/her accrued, unused vacation leave as of the time sick leave is taken. The vacation leave so used may subsequently be repaid by subsequent sick leave earned at the applicable rate.
- F. An employee taking sick leave shall inform his/her immediate superior, including the reason thereof, and failure to do so within a reasonable time will be cause for denial of sick leave with pay for the period of absence.
- G. If the Town has reasonable grounds to believe sick leave is being abused, the Town may, at its discretion, require an employee requesting sick leave, or leave without pay when sick leave is exhausted, to furnish a statement from his/her attending physician certifying that absence from work was necessary due to the employee contracting a non-service connected illness or disability which renders him/her unable to perform the duties of his/her position. The Town shall have the right to verify the authenticity of the physician statement, have the physician provide an expected return to work date and have the physician specify any restrictions on the employee's employment duties due a medical condition. An employee may be disciplined for sick leave abuse or for failure to adhere to the requirements of this section.

## **11. VACATION**

- A. The Town shall grant vacation leave with pay to all full-time employees after employment for at least six (6) months. No vacation leave shall be granted during the first six (6) months of service. If an employee leaves the service of the Town, s/he or his/her estate shall be compensated at this regular rate for any portion of unused vacation leave to his/her credit at the time of separation. Credit for unused vacation leave shall be computed on a monthly basis at one and two-thirds (1.667)

days per month, only for the purposes of this section A and for the purpose of computing the pro-rata vacation for the first (1st) year.

- B. Annual vacations with pay shall be as follows: (1) upon the request of an employee for a prorated vacation after six (6) and before eleven (11) months of a continuous employment, one and two-thirds (1.667) days times the number of months worked to the commencement of the vacation; (2) twenty (20) working days after eleven (11) and before twenty-four (24) months of continuous employment unless a prorated vacation has been taken in which case only the balance of twenty (20) days remaining shall be allowed; and (3) commencement of third (3rd) year of continuous employment and thereafter, twenty (20) working days.
- C. In computing vacation leave, no municipal holidays granted under Article 9 shall be counted.
- D. The department head, or designee, shall schedule the vacation period in accordance with the requirements of his/her department. The department head, or designee, shall give consideration to the desires of the employee when acting on employees' vacation request. The department head shall reschedule approved vacation periods only by mutual agreement with the employee, except in a bona fide emergency, in which event either party may reschedule the vacation .
- E. If an employee agrees to waive his/her rights to vacation during a particular 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 year without regard to any limitations regarding carryover of vacation days, vacation days to be taken at a consecutive interval, or total vacation days to be taken during any year. Any such permission shall be in writing and given to the Director of Human Resources and the employee at the time the determination to request the work is made. Employees shall also be entitled to carry forward unused vacation leave from one year to the next, but in no event may an employee carry forward more than twenty-five (25) working days of unused vacation leave. An employee shall not be entitled to take more than the accrued number of vacation days during any year. Vacation days not used during any current year and not entitled to be carried forward to the next year shall be lost only at the end of the current year, and anticipated loss under this provision shall not entitle an employee to any special consideration in the scheduling of his/her vacation leave.
- F. After twenty-four (24) months of continuous employment, an employee shall be entitled to anticipate earning and take his/her full vacation at any time during each year. The employee shall be paid at upon separation from Town employment, in addition to any accrued unused vacation the employee had approval to carryover from the prior fiscal year, for accrued unused vacation that is earned at the rate of 1.667 days per month for each month worked in the fiscal year in which the employee separates from Town employment. However, in the event the employee takes anticipated vacation that becomes excess over what the employee actually

earned in the final fiscal year of employment, the employee shall have deducted from his or her final paycheck the value of the excess vacation taken but not earned.

- G. Permanent part-time employees, except employees assigned to Nathaniel Witherell, shall be granted ten (10) working days of vacation with pay after completion of one (1) year of continuous service with the Town. The pay for such days shall be an amount prorated on the basis of that part of the standard work week which they are regularly scheduled to work. Part-time employees assigned to Nathaniel Witherell are not eligible to earn paid vacation leave.
- H. A nurse assigned to Nathaniel Witherell who agrees to work rather than to take a designated vacation, shall be paid at the regular straight time rate of pay for the day plus pay for the earned vacation.

## **12. PERSONAL LEAVE**

Employees shall be entitled to one (1) day of paid personal leave each year except employees assigned to Nathaniel Witherell. Employees assigned to Nathaniel Witherell shall be entitled to one (1) day of personal leave for the period of their initial date of hire through 24 months of work inclusive; and following 24 months of work, four (4) days of paid personal leave annually. Employee requests for personal leave shall be made in advance and approval shall not be unreasonably denied. Part-time employees are not eligible for paid personal leave.

## **13. INSURANCE**

- A. The Town retains the sole and exclusive right to select and/or change the medical plan administrators. In the event the Town changes medical plan administrators and if there is a disagreement on the level of benefits, coverage or services provided with the new medical administrator(s), the Union may grieve such disagreement pursuant to Article 20 of the Agreement, except that the size and scope of the in-network providers shall not be arbitrable.
- B. All medical benefits that were in effect on June 30, 2016, shall continue to June 30, 2017, and such portions of the 2013 – 2016 collective bargaining agreement covering such medical benefits shall be incorporated into this agreement by reference.
- C. Connecticut State Partnership Plan
  - (1) Effective July 1, 2017, each employee shall have the annual option to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health (but not dental or vision benefits) or to waive medical insurance. The plan benefits shall be as set forth in the SPP effective on July 1, 2017, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration

provisions shall be as established by the SPP. Promptly upon ratification of this Agreement, the Town shall make application to the State to admit this bargaining unit to the SPP. Should the Town's application be rejected and reconsideration be denied, this paragraph D in its entirety shall be of no further effect and the provisions of paragraph 6 shall become effective.

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

(3) The percentage share of such premium cost shall be ninety percent (90%) for the Town and ten percent (10%) for the employee. The employee's annual premium cost share shall be deducted in prorated equal amounts from each biweekly paycheck on a pre-tax basis (premium conversion option).

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

(5) Participation in the SPP and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions. In the event SPP administrators impose a premium or benefit penalty on insureds who fail to participate in the HEP, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Town. Any such additional premium cost increase imposed upon the employee as a result of any failure to participate in HEP shall be implemented through payroll deduction, and the annual deductible shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SSP.

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

- i) A material change in plan design (for example conversion in the benefit plan from a co-pay plan to a high deductible plan, or elimination of the SPP HEP program) or premium rate calculation for the health benefits plan procured under Conn. Gen. Stat. Section 5-259 (a) and (m) are modified as a result of a change in the State's collective bargaining agreement or state statute;
- ii) Public Act No. 15-93 or successor legislation is amended as to rate calculation, imposition of additional fees or administrative charges on participating non-state public employers or a change in the method used to calculate premium rates, or any other substantive amendments;

- iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that has direct impact on the cost incurred by the Town on providing medical insurance pursuant to this Agreement. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.
- iv) If during the month of September, the Town, based on the claims experience of the bargaining unit participants for the prior plan year of the SPP (July through June), determines that premiums or premium equivalents for the HDHP insurance plan (including the Town's HSA contributions) that was in effect June 30, 2017, would be lower than the current SPP premiums.

(7) In the event the Town and/or the Union at any time during the contract term or in negotiations over a successor collective bargaining agreement make a proposal to leave the SPP, the baseline for such negotiations shall be the medical benefits as referenced in section B of this Article.

(8) Should the Town's application to admit this bargaining unit into the SSP be rejected and reconsideration be denied, paragraph D in its entirety shall be of no further effect, and in such case the parties shall negotiate in accordance with Conn. Gen. Stat. Section 7-473c over medical benefits to become effective commencing July 1, 2017.

- D. Dental coverage pursuant to the Town of Greenwich Dental Plan as annexed hereto as Appendix VIII shall be continued. The calendar year deductible shall be one hundred dollars (\$100) per person and three hundred dollars (\$300) per family. The employee shall pay ten (10%) percent of the cost of the premium or premium equivalent of such plan by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).
- E. A bargaining unit employee shall be eligible to participate in the Town's Flexible Spending Account Plan in accordance with the terms of that Plan.
- F. A surviving spouse of an employee shall continue to be entitled to purchase health and medical insurance provided by this Article.
- G. 1) Employees who retired prior to July 1, 1995, shall be allowed to continue to be enrolled in the Town's group hospital or the Town's group hospital, surgical-medical and major medical insurance plans.

2) Employees hired prior to July 1, 1995, who retire on or after July 1, 1995, shall be allowed to continue enrollment in said plans only if they have ten (10) or more years of credited service in the Town retirement system as of the date of retirement.

3) Employees hired on or after July 1, 1995, shall be allowed to continue enrollment in said plans only if they have twenty (20) or more years of credited service in the Town retirement system as of the date of retirement.

4) For eligible individuals who retire during the term of this agreement and subsequently elect to so enroll, the Town shall pay up to a maximum of \$760 annually for individual coverage and up to a maximum of \$1,970 annually for family coverage toward the premium for the coverage in which the individual enrolls. For any period of time that the individual is eligible for coverage under some other group health insurance plan (e.g. as a dependent under a spouse's plan or another employer's plan as an employee or dependent) this provision shall not apply. This provision shall not apply to the Town's prescription drug rider.

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

6) Full-time employees hired on or after January 1, 1996, shall not be eligible for the benefits of paragraph G(4) of this Article but in lieu thereof, shall enroll and become a participant of the Town sponsored Retiree Health Care Savings Plan. The Retiree Health Care 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.

H. The Town shall provide a group life insurance policy for full time active employees in an amount equal to two times the employee's annual salary computed to the nearest one thousand dollars (\$1,000.00). Such coverage shall also include an equal amount of accidental death and dismemberment coverage applicable only to active employees.

The employee may buy from the Town's insurer additional group life insurance at the actual prevailing rate charged the Town, provided the employee purchases an amount equal to the employee's annual salary computed to the nearest one thousand dollars (\$1,000.00).

I. The Town shall provide Long Term Disability coverage to replace income lost due to total disability for each eligible employee. The initial plan provision shall be

identical to the coverage in force as of this date for MC-Range Management employees, i.e.,

Monthly Income Benefit	-	66 2/3% of basic monthly earnings
Maximum Benefit	-	\$5,000/month
Waiting Period	-	1st 90 days of disability

Basic monthly earnings excludes bonuses, overtime pay, shift differential and all other special payments.

#### **14. RETIREMENT**

- A. A full-time eligible employee shall become a member of the Retirement System of the Town of Greenwich (Retirement System) in effect for general and library employees as established by Article 14 of the Town Charter, this Agreement and as administered by the plan document on file with the Retirement Board.
1. Notwithstanding any provision of this Agreement to the contrary, an employee hired or re-hired on or after November 1, 2008, shall be ineligible for Retirement System membership; provided, however, an individual who is re-employed on or after November 1, 2008, 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 A 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 B of this Article.)
  2. A permanent employee with credited service in the Retirement System who leaves Town employment and is subsequently rehired, may be reinstated in the Retirement System with all prior credited service if the break in Town employment is not longer 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 the date of rehire the entire amount of accumulated deductions together with interest up to the date of restoration.
  3. The contribution for all employees shall be four percent (4%) of pensionable earnings deducted from the employee's biweekly paycheck on a pre-taxed basis. Effective July 1, 2003, all newly hired full-time employees shall be required, as a condition of employment to participate in the Retirement System and to make the applicable employee contributions for such participation.

4. An employee shall vest after five (5) years of creditable service with the commencement of benefits deferred to the minimum eligibility requirement for the receipt of a retirement allowance. The amount of such deferred retirement allowance shall be based on the benefits in effect at the time the vested member terminates his/her employment. An employee who ceases employment with the Town and is vested in the Retirement System may withdraw his/her contributions and such withdrawal shall not in any way effect the employee's vested rights under the plan.
5. An employee shall be eligible for normal retirement upon the earlier of: (1) the sum of the employee's age and the number of years of creditable service equals at least eighty (80); or (2) when the employee attains age sixty-five (65).
6. The rate of benefit in the Retirement System upon retirement as defined in Section 179 of Article 14 of the Greenwich Municipal Code (Charter) shall be 2% for each year of creditable service (1/50).
7. The Town will grant a beneficiary(s) benefit for vested (five years of creditable service) employees who die prior to qualifying for a Service or Disability Retirement. Their designated beneficiary(s) shall be eligible to receive a one hundred percent (100%) Joint and Survivor Benefit based upon the employee's accrued benefit account calculated as if the employee had retired on the date of death.
8. Each employee with an honorable discharge from prior active military service in a branch of the United States Armed Forces shall be given credit as creditable service for purposes of determining his/her retirement allowance for each year of military service that the employee makes an additional contribution to the Town. Said additional contribution for each year of military service for which the member wishes to buy credit shall be the product of the employee's existing rate of contribution as defined in paragraph 3 of this Article and the pensionable earnings received by the member over the twenty-six consecutive bi-weekly payroll periods immediately prior to the application for military buyback being submitted to the Retirement Board for approval. In no event may an employee buy credit for more than four years of service. The creditable service purchased pursuant to this paragraph shall not be applied to the five year (5) vesting requirement or to meet the minimum service requirement.
9. The retirement allowance of an employee who retires shall be determined by the use of pensionable earnings including income an employee elects to defer to a 401-k (457, 403-b) plan. Pensionable earnings shall mean the annual earned compensation including deferred income, but excluding overtime and shift differential, if applicable, earned by a member during the highest 26 consecutive pay periods of pensionable earnings. The maximum retirement allowance of an employee at retirement shall be 66.667% of pensionable earnings.

10. A retiring employee who elects Option 1, Straight Life Annuity with Cash Refund, shall not be required to reduce his/her pension benefit to ensure that his/her beneficiary receives the unamortized balance of his/her contributions, with interest, in the event of his/her death after retirement. All other options shall include a reduction from Option 1 and no balances shall be returned under these options.
  11. Effective July 1 of each year, retirees age 62 and older, who retired prior to July 1 of the previous calendar year, shall be eligible for a cost of living adjustment (COLA) in their retirement allowance. 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 "11" shall be applicable to employees who retired on or after July 1, 2009.
- B. Town of Greenwich Retirement Savings Plan: A full-time regular employee covered by this Agreement who is not eligible, pursuant to the terms of paragraph A (1) of this Article for membership in the Town's Retirement System, shall become a participant in the Town of Greenwich Retirement Savings Plan (Savings Plan) as of his or her date of hire. Participation in the Savings Plan shall be mandatory for such eligible employees.
1. Mandatory Contributions: – Immediately upon commencing participation in the Savings Plan, each participant shall contribute on a pretax basis through payroll deduction, five percent (5%) of his or her pensionable earnings, as defined in section (A) (9) if this Article, and the Town shall contribute an amount equal to five percent (5%) of the participant's pensionable earnings to the participant's Savings Plan account.
  2. Vesting – Each Participant is always 100% vested in his or her employee contributions deposited in the employee's account. Employer (Town) contributions shall be vested pursuant to the following schedule: 20% upon completion of 12 months of active full-time employment, 40% upon completion of 24 months of active full-time employment, 60% upon completion of 36 months of active full-time employment, 80% upon completion of 48 months of active full-time employment and 100% upon completion of sixty (60) months of active full-time employment.
  3. 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 paragraph 1

above) to the Savings Plan, on an after-tax basis, subject to Internal Revenue Code limitations.

4. Other – The Town shall be responsible for establishing and administering the Savings 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 Savings Plan, and (b) amend the Savings Plan, from the 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.

D. The Town shall continue the deferred compensation plans, which are available to employees via payroll deduction.

1. During the month of January the Town shall match a full-time employee's prior calendar year's contributions to the deferred compensation account (401-k, 457 and 403-b) to a maximum of two thousand three hundred dollars (\$2,400). No new 403-b accounts will be opened for employees. Employees with existing 403-b accounts may continue to defer compensation to such accounts. All permanent full-time employees will have the option to defer compensation to a 457 account and/or to a 401-k account. The Town match for employees who elect to contribute to both 401-k and 457 accounts shall first be made to the employee's 401-k account prior to any match to the 457 account.

2. Permanent part-time employees may elect to defer compensation to a 457 account.

E. The Town shall provide each employee with on-line access to their retirement and deferred compensation contributions, balances and years of credited service.

## **15. INJURY LEAVE**

- A. Each employee who incurs an 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/her normal base rate of pay for the number of days of necessary absences up to a maximum of one month following the date of injury. An employee may supplement his/her workers' compensation payments by using sick leave in no less than one half-day increment to maintain his/her salary at the same level prior to the injury.
- B. If it is necessary to continue leave beyond one (1) month, the employee shall be entitled only to compensation as established by the Act.
- C. A complete report of each accident shall be made to the employee's immediate supervisor as soon as practical after it occurs. Each department head shall be responsible for the proper enforcement of this requirement.

- D. The salary benefits provided under this Article 15 shall be in lieu of and not in addition to the salary benefits provided by the Connecticut Workers' Compensation Act.
- E. The Town and the injured employee shall have all the rights and obligations set forth in Section 31-293 of the Connecticut General Statutes, as amended, insofar as applicable.
- F. LIUNA 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.

## **16. BEREAVEMENT LEAVE**

- A. 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 Section 10(C)(2) 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 for the purposes of attending the funeral and a period of bereavement. At the discretion of the department head where unusual circumstances and equity dictate, an employee shall be entitled to one (1) working day in the event of the death of any other person not described in this Section.
- B. Bereavement leave shall not be deducted from sick leave.
- C. The actual number of working days granted for this purpose shall be based on actual need.

## **17. FAMILY MEDICAL LEAVE ACT AND AMERICANS WITH DISABILITIES ACT**

The Town shall comply with the provisions of the federal Family Medical Leave Act (FMLA) and the federal Americans With Disabilities Act (ADA) that are applicable to the Town pursuant to such federal statutes. An alleged violation of the FMLA, ADA or this Article shall not be subject to the terms of Article 20, paragraph A, Step 3 of the collective bargaining agreement.

## **18. HEALTH APPOINTMENTS**

- A. Employees may be excused from work without loss of pay or charge to accrued leave for reasonable time off necessary to attend pre-scheduled medical (excluding dental appointments), which cannot, with reasonable practicality, be scheduled outside of the normal workday. The granting of such time off shall be at the

discretion of the department head and shall require the employee to submit a written request to be excused from work to the department head or designee at least three (3) working days in advance and may require the employee to provide written confirmation from the treating physician confirming the date and time of the appointment. The Town may require that employees schedule such appointments at either the beginning or end of the workday and excused time off from work without loss of pay or charge to accrued leave shall not exceed two hours. For purposes of this Article, medical appointments are defined as appointments with the employee's physician scheduled in advance at the beginning or end of the employee's workday. An employee, who schedules an appointment with his or her physician other than at the beginning or end of the workday, or requires in excess of two hours of work time, may be excused from work subject to the terms of this Article with such time off charged to accrued sick leave.

- B. Effective with the beginning of the fiscal year following the employee completing twelve consecutive months of full-time work, a full-time employee shall be eligible for a biennial reimbursement of the cost of prescription eyeglasses and contact lenses not to exceed three hundred fifty dollars (\$350.00). A request for reimbursement shall be submitted to the Department of Human Resources within sixty (60) days of the date of purchase on the appropriate form and shall include the original receipt of purchase. In the event multiple requests for reimbursement are made, the total of all such reimbursements shall not exceed three hundred fifty dollars (\$350.00) in any biennial fiscal year period

## **19. TRANSPORTATION ALLOWANCE**

- A. The Town shall reimburse each employee for use of his/her private vehicle on Town business at the rate established by the Internal Revenue Service. Each January or within thirty (30) days following official promulgation of a change in the IRS rate, the reimbursement rate shall be prospectively adjusted accordingly. There shall be only one such adjustment annually. Each employee shall report this mileage on forms and in the manner determined by the department head.
- B. Transportation reimbursement covering the previous month will be paid on or about the tenth (10<sup>th</sup>) of each month.
- C. An employee who is authorized by his or her department head to regularly and customarily use their personal vehicle for Town business will be paid an annual amount of two hundred fifty dollars (\$250) in July for automobile expenses incurred during the prior fiscal year. The payment shall be prorated for an employee who becomes eligible for the reimbursement for a period of less than the entire the fiscal year. The term regularly and customarily shall mean (i) the employee is authorized to use his or her personal vehicle in performing essential duties of his or her position excluding non- essential duties and travel to conferences and meetings and (ii) the extent of the use of the personal vehicle in performing these essential duties

is on multiple occasions during each month of the year or pro-rated year for partial payment eligibility.

- D. Any employee, who is involved in a motor vehicle accident causing damage to such vehicle while conducting Town business, may be eligible for reimbursement up to a maximum of the employee's collision deductible but not more than one thousand dollars (\$1,000) for repairs to the employee's private vehicle not otherwise covered by the employee's automobile insurance. To be eligible for reimbursement the employee's supervisor or department head had reasonable knowledge that the employee was using his/her private vehicle to perform Town business and the employee must have been engaged in such Town business when the accident occurred. The employee shall be required to submit the receipt indicating the cost of the repairs, a description of the repairs that were completed along with a copy of the insurance policy indicating the amount of the employee's insurance coverage.

Notwithstanding the above, an employee shall not be eligible for reimbursement if the employee was cited and fined for a traffic infraction or violation, found at fault, or the employee did not otherwise meet the conditions set forth above for reimbursement.

The parties and employees shall be governed by the terms of Appendix VII to this Agreement regarding the employee use of Town owned vehicles.

## **20. GRIEVANCE PROCEDURE**

- A. Any disagreement or dispute regarding the application, meaning or interpretation of any provision of this Agreement shall be resolved pursuant to the following procedure:

Step 1: The Union shall present the grievance in writing within twenty (20) working days from the date the grievance occurred or when the Union should have reasonably known of the occurrence, to the department head or, if the grievance arises in the school system, to the Superintendent of Schools. Within ten (10) working days after receipt of the written grievance, the department head, Superintendent and/or his/her designee shall meet with representatives of the Union for the purpose of resolving the grievance. The department head or Superintendent designee shall provide a written answer regarding the grievance to the Union no later than twenty (20) working days after said meeting. In the cases of a suspension and/or discharge Step 1 may be waived and the grievance may be filed directly at Step 2. A grievance alleging a violation of Article 5, 13, 14, 15, 21, 22, or 23 may be filed with the Director of Labor Relations at Step 2.

Step 2: If the grievance is not resolved at Step 1, or it is a Step 2 filing, the Union may, within ten (10) working days of the Step 1 response, or in the case of suspension and/or discharge within twenty (20) working days of the imposition of discipline, file the grievance with the First Selectman or designee. Within ten (10)

working days of receipt of said grievance the First Selectman or his/her designee shall meet with representatives of the Union. Within twenty (20) working days of such meeting the First Selectman or his/her designee shall provide a written answer regarding the grievance to the Union.

Step 3: If the grievance is not resolved and if it involved an alleged violation by the Town of an express provision of this Agreement, the Union may, within ten (10) working days of receipt of the Step 2 response, file the grievance in writing, with a copy to the Town, with the American Arbitration Association or American Dispute Resolution Center for selection of an arbitrator. Said Arbitrator shall hear and act upon the grievance in accordance with American Arbitration Association or American Dispute Resolution Center's rules and the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon all parties.

- B. If the grievance is not filed at Step 1 within twenty (20) working days of the time the grievant knew or should have reasonably known of the act, occurrence or event being grieved, the grievance shall be waived and there shall be no right to arbitration.
- C. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement nor to imply any obligation on the Town or the Union which is not specifically set forth in this Agreement. Awards may not be retroactive beyond thirty (30) days prior to the date the grievance was filed at Step 1.
- D. During the pendency of a grievance concerning separation from service or suspension, the employee shall be entitled to keep his/her insurance as set forth in Article 13(C) and (D) of this Agreement in effect by making payments to the Town of the total amount of the insurance premiums for his/her coverage, and if a final decision in favor of the employee is rendered, the Town shall reimburse the employee for the total amount of insurance premiums paid by the employee less the employee's required premium contribution.
- E. The cost of arbitration shall be borne equally by the parties, however, each party shall bear the expenses of its own representatives and witnesses.
- F. Any time limit specified in this Article, except for the initial submission of the grievance under Step 1 and/or Step 2 of the grievance procedure, may be extended by mutual written agreement of the Town and the Union.
- G. When the Town does not respond to a grievance within the time limits specified in the grievance procedure, the Union may proceed to the next Step of the grievance procedure. Such non-response on the part of the Town shall be construed as a rejection of the grievance by the Town.
- H. Nothing in this Article shall prohibit the parties from mutually arranging informal meetings at any Step of the grievance procedure in an attempt to resolve the dispute.

## 21. APPOINTMENTS

- A. The Town shall fill any vacancy or new position in the bargaining unit which it determines to fill by first giving preference to a current employee of the bargaining unit if such employee is qualified to fill the position; provided, however, that the Town may fill any such vacancy or new position by hiring an applicant with significantly better qualifications who is not in the bargaining unit. A candidate shall be deemed to have significantly better qualifications if his/her overall examination score as posted on the Eligibility List is at least five points higher than the overall score of a bargaining unit employee.
- B. The Town may also fill any vacancy or new position in the bargaining unit, which it determines to fill by a temporary appointment where there is no current employee of the unit who the Town determines is qualified to fill the position. Whenever practical, the Town shall make such a temporary appointment by the temporary transfer of a current employee of the unit who is already filling a position in the same classification in another Town department or, if there is no such person, then by the temporary promotion of a current employee of the bargaining unit.
- C. 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.
- D. The Town shall post all job openings and shall send a copy of the notice to the Union.
- E. The Town shall provide a copy of the job description of any new classification to the Union as early as practical before its release to the public.
- F. In the event job classification surveys are made by questionnaire each employee may review his/her own questionnaire and the official comments made by the department head and the member of the survey team, and the Town shall send a copy of the final report to the Union.
- G. 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.
- H. During the period of suspension of any employee, or during the pendency of grievance procedures concerning separation from service, or demotion, the Town may fill the vacancy created only by a temporary appointment.

- I. 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.
- J. Upon promotion to a classification in a higher pay grade, the employee shall be allocated to a salary step in the higher pay grade that is at minimum one hundred ten percent (110%) of the current salary but in no event greater than the maximum for that grade.

An employee who is promoted shall serve a trial period of six (6) months in the new position classification. The employee may be returned to the former position title and salary rate at any time during the trial period. The return may be the subject of a grievance only where the Town's decision is arbitrary, discriminatory or an abuse of discretion. The six (6) month trial period may be extended for one additional three (3) month period at the written request of the department head provided the employee and the Union agree in writing to such extension.

- K. Upon reasonable request the Town will furnish electronically to the Business Manager a list of bargaining unit employees to include title, department, salary and date of employment with the Town. Business Manager or his or her designee may be provided with a reasonable opportunity during working hours to meet with new hires for a reasonable period of time to discuss union membership during a time as to not interfere with business operations.
- L. An employee, prior to employment at Nathaniel Witherell, shall be required to submit to and be found qualified for employment by the Connecticut Department of Health pursuant to Connecticut General Statutes 19a-491c. An employee, prior to employment at the Board of Education, shall be required to submit to and be found qualified for employment pursuant to Connecticut General Statutes 10-221d and any and all other statutory requirements.

## **22. SENIORITY AND LAYOFFS**

- A. An employee's seniority shall commence on the date s/he is first hired by the Town and shall be based on continuous service with the Town.
- B. Seniority shall govern in layoffs and rehiring within a title. In the event any employee is laid-off, s/he may exercise their seniority to bump into an equal or lower rated position within the department provided s/he has the ability to perform the duties of the position and provided their seniority is greater than any incumbent. Excluded from the foregoing shall be those employees in Group A. Group A employees may only bump into a lower rated position within the department provided s/he has the ability to perform the duties of the positions and provided their seniority is greater than any incumbent. For purposes of layoff and rehiring, the two Town libraries shall be treated as a single department.

- C. An employee laid off because of elimination of position shall be entitled to return to the employment of the Town in the position or any other similar position for which s/he is the best qualified applicant as soon as such position again becomes available within twenty-four (24) months of the layoff date; provided that such employee exercises this right within one (1) month of the position being available. The only obligation of the Town shall be to give to the Union and to mail to the employee at the last address supplied to the Town, a notice of the availability of the position from which the employee was laid off or similar position in the employee's former department. An employee who declines a proper offer of recall hereunder shall be removed from the layoff list.
  
- D. Layoff shall be defined, for the purposes of this Article, as a termination of a full-time or permanent part-time employee resulting from the elimination of the employee's position by the Town or being displaced by an employee whose position was eliminated. The Town shall notify LIUNA of any intended layoffs as soon as practicable prior to the notification to any affected employees. An employee subject to layoff, shall receive written notice of such layoff no less than thirty (30) days prior to the effective date of such layoff or pay in lieu thereof.

### **23. DEDUCTION OF UNION DUES**

The Town shall deduct from the bi-weekly wages of the employees regular Union dues for those employees who sign authorizations permitting such action, and an agency fee (not to exceed Union dues) for those employees who have not joined the Union by signing said authorization. The Town shall remit the amount deducted to the Union on a monthly basis along with a list of employees for whom such deductions were made. The agency fee is solely for the purpose of administering and negotiating the labor agreement and any individual paying said fee should have the right to object and the Union shall have the obligation to justify said fee pursuant to the procedures outlined in Appendix V.

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 purposes of complying with any of the provisions of this section or in reliance on any certification, notice or authorization furnished under its provisions of this section.

### **24. SAVINGS CLAUSE**

All benefits and obligations not described in this Agreement or in any other documents referred to in this Agreement and which are now enjoyed by or required of the employees are specifically included in this Agreement by reference just as though each such benefit and obligation was specifically set forth.

## **25. OUTSIDE ACTIVITIES**

Each employee has a right to engage in outside activities of whatever sort of his/her choosing without interference of any kind from the Town so long as the activities are not in a capacity where the employee is representing the Town or so long as the activities do not interfere with the employee's ability to perform the duties of his/her employment with the Town. In the event the employee, while performing their duties for the Town, is required to transact Town business with an individual or entity that such employee is engaged with in such outside activity, the employee shall be required to make a disclosure to their department head of such relationship prior to conducting such Town business. The department head shall determine the appropriateness of the employee in conducting such transaction, and if found to be inappropriate, shall assign another employee to such conduct such transaction. An employee shall have the right to serve on any town governmental body consistent with Connecticut General Statutes 7-421.

## **26. DISCIPLINE OR DISCHARGE AND RESIGNATION**

- A. The Town shall not discipline or discharge an employee, except an employee who has less than six months seniority, except for just cause. The Town shall provide any such employee to be disciplined or discharged with a written statement of the just cause. The Town shall send a copy of a notice of discipline and/or discharge to the Union Business Manager.

In the event an employee is laid off due to the elimination of a bargaining unit position, such employee shall be entitled to receive as severance pay, fifty percent (50%) of his/her accumulated sick leave subject to the maximum of ninety (90) days' sick leave and other conditions set forth in Article 10 of this Agreement. Employees hired on or after September 23, 1997, shall not be entitled to benefits provided by this paragraph. Such employees shall not receive any payment for unused accumulated sick leave at retirement.

- B. Recognizing that no political test or qualification has been permitted or given consideration in the past and to insure that none is permitted or given consideration in the future, no political test or qualification is to be permitted or given consideration in the discipline or discharge of an employee or in the addition or elimination of a position.
- C. Each employee shall give at least two (2) weeks written notice of resignation to his/her department head.

## **27. UNIFORMS**

- A. The Town shall pay to any employee who is required to wear a uniform an annual allowance of two hundred ten dollars (\$210) except for employees assigned to Nathaniel Witherell who shall receive an annual uniform allowance of two hundred

fifty dollars (\$250). There shall be no pro-ration of the annual allowance for part-time employees.

- B. The Town shall supply at no cost to the employee personal protective clothing and safety equipment as required by Federal and/or State OSHA regulations. All items as provided herein, remain the property of the Town and are only to be used in accordance with departmental work rules. Upon separation of service, all items must be returned to the Town prior to the issuance of the final paycheck.

## **28. DURATION**

- A. 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 which the parties shall sign this Agreement. Any provisions of the Agreement which are 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 was signed by both parties.
- B. This Agreement shall remain in full force and effect to and including June 30, 2019. All matters subject to collective bargaining between the parties have been covered, and this Agreement may not be reopened with respect to any subject matter except as expressly provided herein.

## **29. DEFINITIONS**

The “Union” in this Agreement shall be interpreted to mean the Executive Committee of the Union acting through such officers, agents, or employees as it deems appropriate unless another interpretation is specifically made or unless required by law.

## **30. SUBSTANCE ABUSE TESTING**

The Town’s Drug and Alcohol Free Workplace Section 8.9 of the “Human Resources Policy Manual” dated September, 2012, or as thereafter amended, is made part of this Agreement and shall apply provided the employee is at risk of disciplinary or other adverse action or manifests performance problems. Such Policy shall not apply in the event an employee on a voluntary basis self refers.

## **31. PERFORMANCE REVIEW**

Employees are required to submit to and participate in performance reviews. The Town reserves the right to determine the methodology of the performance review process subject to the following conditions:

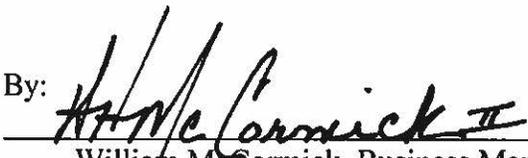
- The performance review evaluation form used by the Town shall include a section for the employee to respond to the evaluation.

- The performance review process shall include a meeting between the employee being evaluated and the supervisor performing the evaluation for the purpose of discussing the evaluation.
- Employees shall be given a copy of performance review evaluation forms.
- An unsatisfactory evaluation shall not result in the withholding of a salary increment the employee would otherwise be entitled to receive.

IN WITNESS WHEREOF, the parties hereto have set their hands. 06/26/18

CONNECTICUT LABORERS DISTRICT  
COUNCIL, ON BEHALF OF  
CONNECTICUT PUBLIC SERVICE  
EMPLOYEES LOCAL 136 of  
LABORERS  
INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO

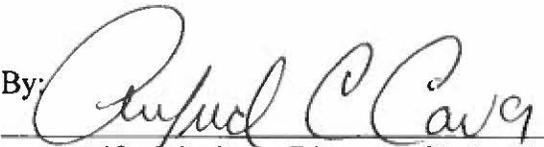
By:   
\_\_\_\_\_  
Keith R. Brothers, Business Manager  
Connecticut Laborers' District Council

By:   
\_\_\_\_\_  
William McCormick, Business Manager

By:   
\_\_\_\_\_  
Craig Whitcomb, President

For the Town of Greenwich

By:   
\_\_\_\_\_  
Peter Tesei, First Selectman

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

**APPENDIX 1**  
***JOB CLASSIFICATION TABLE***

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**Job Group A**

Building Official  
Director of Environmental Services  
Director of Family Health  
Highway Superintendent  
Wastewater Division Manager  
Superintendent, Building, Construction & Maintenance  
Superintendent of Parks & Trees/Tree Warden  
Superintendent of Marine & Facility Operations  
Superintendent of Recreation  
Supervisor School Health Nurse

**Job Group B**

Building Code Engineer  
Commercial Real Estate Appraiser  
Deputy Building Official  
Digital Content Editor  
Director Facility Operations, NW  
Director of Case Management (Human Services)  
Director School Safety Services  
Director of Social Service Programs (Human Services)  
Food Services Director  
GIS Coordinator  
HRIS Manager  
Library Manager  
Library Manager – Information Services  
Library Manager – Resource Management  
Public Relations Officer (Library)  
Senior Buyer/Warehouse Supervisor (BOE)  
Senior Civil Engineer  
Technical Support Manager (BOE)  
Technology Solution Specialist  
Zoning Enforcement Officer

**Job Group C**

Accounts Payable Supervisor  
Assistant Tax Collector  
Branch Librarian  
Business Services Manager, Public Works  
Civil Engineer II  
Commercial/Real Estate Appraiser  
Director of Admissions

**Job Group C, continued**

Director of Special Clinical Services  
Environmental Health Supervisor  
Environmental Operations Manager  
Finance Supervisor (BOE)  
Golf Course Turf/Grounds Manager  
Head of Youth Services – Librarian III – Perrot Library  
Highway Operations Manager  
Highway Planning and Program Manager  
HRIS Supervisor  
Laboratory Director  
Librarian III  
Maintenance Manager Sewer  
Operations Manager - MFO  
Operations Manager – Boats & Harbors  
Park Operations Manager  
Process Control Manager  
Project Designer  
Project Manager – BC&M  
Tree Operations Manager  
Turf Operations Manager  
Workers' Compensation Administrator

**Job Group D**

Administrative Operations Supervisor - DPW  
Assistant to the Chief Accountant/Treasurer  
Assistant Budget and Systems Manager  
Benefits and DC Plan Administrator  
Budget Supervisor (Library)  
Building Operations Manager  
Business Services Administrator - NW  
Civic Center Director  
Civil Engineer I  
Database Administrator  
Facilities Manager - Library  
GIS Programmer/Analyst  
Health Department Operations Administrator  
HR Specialist - BOE  
Human Resources Administrator  
Occupational Therapist, BOE  
Plan Examiner  
Physical Therapist, BOE  
Public Health Preparedness Administrator (P/T)  
Senior Buyer  
Senior Center Administrator

**Job Group D, continued**

Senior Inlands Wetlands Analyst\*  
Senior Network Specialist - Library  
Senior Network Specialist - BOE  
Senior Planner  
Social Services Provider III  
Supervisor, Social Work NW  
Technical Program Administrator  
Therapeutic Recreation Administrator, NW  
Transportation Manager - BOE  
Volunteer Recruitment & Retention Coordinator  
Youth Service Bureau Coordinator

**Job Group E**

Assistant Operations Manager – Golf Course  
Bacteriologist  
Business Office Manager – Human Services  
Business Office Manager - Health  
Buyer II  
Contract Systems Manager  
Digital Communications Specialist  
Environmental Analyst\*  
Environmental Asset Engineer  
Food Service Manager, H.S.  
Food Service Manager, K-8  
GIS Planning Analyst  
Highway Asset Engineer  
Human Resource Analyst  
Information System Analyst (BOE)\*  
Laboratory Supervisor (Sewers)  
Librarian II  
Network Specialist\*  
Para-Legal\*  
Planner II  
Program and Operations Supervisor - Library  
Recreation Supervisor  
Safety Analyst  
Social Services Provider II  
Social Services Provider II NW

**Job Group F**

Admissions Representative - NW  
Applications Coordinator\*  
Business Services Coordinator – NW  
Buyer I

**Job Group F, continued**

Children's Services Librarian I  
Conservation Assistant\*  
HRIS Analyst – BOE  
Information Tech Support Specialist - Library  
Laboratory Technician\*  
Librarian I  
PC Applications Support Specialist\*  
Permit Coordinator  
Planner I  
Program and Operations Supervisor - DPW  
Sewage Plant Lab Technician\*  
Social Services Provider I  
Social Services Provider I NW\*\*  
Senior Center Program Specialist  
Student Data Systems Analyst  
Web Specialist - Library  
Wetlands Compliance Officer\*

**Job Group G**

Assistant Wetland Compliance Officer\*  
Recreation Therapist

\* non-exempt position

\*\* An employee in the classification of Social Service Provider 1 NW who has of July 1 has a valid Master's degree and is a licensed clinical social worker shall receive on the first payroll period of the following December a lump sum annual pensionable stipend of \$2,000 provided the license is valid at the time the payment is made.

Note: Nursing Classifications – Appendix III  
Assistant Town Attorney Classifications – Appendix IV

## APPENDIX II

### Effective July 1, 2016

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	\$96,712	\$99,807	\$103,001	\$106,297	\$109,698	\$113,207	\$116,831	\$120,570	\$124,791
B	\$86,803	\$89,577	\$92,447	\$95,404	\$98,457	\$101,608	\$104,860	\$108,214	\$112,002
C	\$78,309	\$80,814	\$83,401	\$86,069	\$88,824	\$91,666	\$94,600	\$97,628	\$101,045
D	\$71,564	\$73,853	\$76,217	\$78,655	\$81,172	\$83,770	\$86,450	\$89,216	\$92,340
E	\$66,318	\$68,439	\$70,630	\$72,889	\$75,222	\$77,628	\$80,114	\$82,677	\$85,570
F	\$61,820	\$63,799	\$65,841	\$67,949	\$70,122	\$72,367	\$74,682	\$77,071	\$79,769
G	\$58,074	\$59,932	\$61,849	\$63,829	\$65,872	\$67,980	\$70,155	\$72,400	\$74,933

### Effective July 1, 2017

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	\$98,888	\$102,052	\$105,318	\$108,689	\$112,166	\$115,755	\$119,460	\$123,283	\$127,598
B	\$88,756	\$91,592	\$94,527	\$97,550	\$100,673	\$103,894	\$107,219	\$110,649	\$114,522
C	\$80,071	\$82,633	\$85,277	\$88,006	\$90,823	\$93,729	\$96,729	\$99,824	\$103,318
D	\$73,174	\$75,515	\$77,932	\$80,425	\$82,999	\$85,655	\$88,396	\$91,224	\$94,418
E	\$67,810	\$69,979	\$72,219	\$74,529	\$76,914	\$79,375	\$81,916	\$84,537	\$87,496
F	\$63,211	\$65,235	\$67,323	\$69,478	\$71,700	\$73,995	\$76,362	\$78,805	\$81,564
G	\$59,381	\$61,280	\$63,241	\$65,265	\$67,354	\$69,510	\$71,733	\$74,029	\$76,619

### Effective July 1, 2018

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A	\$100,372	\$103,583	\$106,898	\$110,319	\$113,848	\$117,491	\$121,252	\$125,132	\$129,512
B	\$90,087	\$92,966	\$95,945	\$99,014	\$102,183	\$105,453	\$108,827	\$112,309	\$116,240
C	\$81,272	\$83,872	\$86,556	\$89,326	\$92,185	\$95,135	\$98,180	\$101,322	\$104,868
D	\$74,272	\$76,648	\$79,101	\$81,631	\$84,244	\$86,940	\$89,722	\$92,592	\$95,834
E	\$68,827	\$71,029	\$73,302	\$75,647	\$78,068	\$80,566	\$83,145	\$85,805	\$88,808
F	\$64,159	\$66,213	\$68,332	\$70,520	\$72,775	\$75,105	\$77,508	\$79,987	\$82,787
G	\$60,271	\$62,199	\$64,189	\$66,244	\$68,364	\$70,553	\$72,809	\$75,139	\$77,768

**APPENDIX III**

**NURSE CLASSIFICATIONS**

**SALARY SCHEDULE**

<u>Classification</u>	<u>Regular Hours</u>	<u>Salary</u>	<u>Hourly</u>	<u>Other Compensation</u>		
Associate Director of Nursing	40+	<u>Effective July 1, 2016</u>				
		Hire Salary	\$114,393	Salaried		
		Complete 24 months	\$117,252			
		Complete 36 months	\$120,184		Paid Overtime at time and one-half for extra hours worked as a shift supervisor at the shift supervisor rate of pay. No additional pay or compensation for work in excess of 45 hours as Associate Director. Work over 45 hours as Associate Director hour for hour of compensatory time or flexible work schedule.	
		Complete 48 months	\$123,189			
		<u>Effective July 1, 2017</u>				
		Hire Salary	\$116,967	Salaried		
		Complete 24 months	\$119,891			
		Complete 36 months	\$122,888			
		Complete 48 months	\$125,961			
		<u>Effective July 1, 2018</u>				
		Hire Salary	\$118,721	Salaried	Compensatory time may be accrued up to a maximum of 105 hours. The Town may elect to pay off all or a portion of compensatory time earned and accrued as of each June 1.	
		Complete 24 months	\$121,689			
		Complete 36 months	\$124,731			
		Complete 48 months	\$127,850			
Assistant Director of Nursing	40	<u>Effective July 1, 2016</u>				
		Hire Salary	\$100,684	\$48.41		
		Complete 24 months	\$103,200	\$49.62		
		Complete 36 months	\$105,781	\$50.86	Paid overtime at time and one-half for all hours worked in excess of 40.	
		Complete 48 months	\$108,426	\$52.13		
		<u>Effective July 1, 2017</u>				
		Hire Salary	\$102,950	\$49.50		
		Complete 24 months	\$105,522	\$50.73		
		Complete 36 months	\$108,161	\$52.00		
		Complete 48 months	\$110,865	\$53.70		
		<u>Effective July 1, 2018</u>				
		Hire Salary	\$104,494	\$50.24		
		Complete 24 months	\$107,105	\$51.49		
		Complete 36 months	\$109,783	\$52.78		
		Complete 48 months	\$112,528	\$54.10		

**APPENDIX III, continued**

**NURSE CLASSIFICATIONS  
SALARY SCHEDULE**

<u>Classification</u>	<u>Regular Hours</u>	<u>Salary</u>	<u>Hourly</u>	<u>Other Compensation</u>
Patient Care Coordinator	40	<u>Effective July 1, 2016</u>		
Special Services R. N.		Hire Salary	\$92,011	\$44.24
M.D.S. Coordinator		Complete 24 months	\$94,311	\$45.34
		Complete 36 months	\$96,670	\$46.48
		Complete 48 months	\$99,086	\$47.64
		<u>Effective July 1, 2017</u>		
		Hire Salary	\$94,082	\$45.23
		Complete 24 months	\$96,433	\$46.36
		Complete 36 months	\$98,845	\$47.52
		Complete 48 months	\$101,316	\$48.71
		Hire Salary	\$95,493	\$45.91
		Complete 24 months	\$97,880	\$47.06
		Complete 36 months	\$100,328	\$48.23
		Complete 48 months	\$102,835	\$49.44
Staff Nurse R. N.	40	<u>Effective July 1, 2016</u>		
		Hire Salary	\$87,142	\$41.90
		Complete 24 months	\$89,321	\$42.94
		Complete 36 months	\$91,553	\$44.02
		Complete 48 months	\$93,841	\$45.12
		<u>Effective July 1, 2017</u>		
		Hire Salary	\$89,102	\$42.84
		Complete 24 months	\$91,330	\$43.91
		Complete 36 months	\$93,613	\$45.01
		Complete 48 months	\$95,952	\$46.13
		<u>Effective Jan 1, 2018</u>		
		Hire Salary	\$90,439	\$43.48
		Complete 24 months	\$92,700	\$44.57
		Complete 36 months	\$95,017	\$45.68
		Complete 48 months	\$97,392	\$46.82

**APPENDIX III, continued**

**NURSE CLASSIFICATIONS  
SALARY SCHEDULE**

Notes:

1. Town may continue the hiring bonus pursuant to Article 5 (B) (1).
2. Salary Schedule - The Town may hire above the hire salary based on the experience and qualifications of the candidate. If a candidate is hired above the hire salary, the employee advances to the next step upon completing the number of months of work between the step at which hired and the succeeding step. Employees advance to the succeeding step upon completing the required number of months of work i.e. 24, 36 and 48 months.
3. The Town shall reimburse each nurse for the reasonable cost of tuition for educational courses taken within the local geographical area to update nursing skills and knowledge not to exceed thirty (30) classroom hours per nurse in any one-year.
4. A nurse in the classification of Patient Care Coordinator shall receive an additional annual stipend of two thousand five hundred dollars (\$2,500) for the responsibility of twenty-four (24) hours on-call duties. Effective with the approval of this agreement by the RTM the annual stipend shall be increased to three thousand dollars (\$3,000). The annual stipend shall be paid in prorated amounts with each bi-weekly pay period.
5. A nurse with a valid certification in and assigned by the Director of Nursing to "Wound Care" shall receive an annualized stipend of five thousand dollars (\$5,000). To be eligible to receive the stipend a valid "Wound Care" certification must be on file with the Director of Nursing. The stipend shall be paid in the first bi-weekly payroll in December and shall cover the "Wound Care" assignment for that calendar year. A nurse with a valid certification who is assigned to "Wound Care" for a period less than the full calendar year shall receive a prorated stipend in the first bi-weekly payroll in December.

**APPENDIX IV**

**ASSISTANT TOWN ATTORNEY CLASSIFICATIONS  
SALARY SCHEDULE**

Effective July 1, 2016 through June 30, 2019

Group	Step A	Step B	Step C	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
III	\$123,817	\$130,557	\$137,296	\$144,035	\$148,089	\$152,143	\$156,196	\$160,251	\$164,304	\$168,357	\$172,411	\$176,466
II	n/a	n/a	n/a	\$84,768	\$87,735	\$90,702	\$93,669	\$96,636	\$99,602	\$102,568	\$105,535	\$108,985
I	n/a	n/a	n/a	\$76,474	\$79,149	\$81,826	\$84,503	\$87,180	\$89,856	\$92,533	\$95,209	\$98,321

## APPENDIX V

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 an agency shop fee deduction which represents the employee's pro rata share of causes of expenditures by the organization in aid of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment.

Such objection should 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 should 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 assertedly 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 30 days following receipt of notice of the pro-rata share expenditure 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 30 days following the receipt.

## APPENDIX VI

Appendix I provides for the salary grade placement of all positions whose salary is set forth on the Appendix II salary schedule. Appendix III provides for the salary grade placement of all nurse classification and Appendix IV provides for the salary grade placement for all assistant town attorney classifications. 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 positions recognized to the bargaining unit and the re-allocation to salary grades of existing positions recognized to the bargaining unit.

LIUNA recognizes the Town’s managerial right to establish new positions and to reclassify existing positions 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 positions and reclassified positions to the bargaining unit.

1. The Department of Human Resources shall, prior to posting, forward a copy of a new or reclassified position job classification to Business Manager of Local 136 that shall include the proposed salary grade placement.
2. The Business Manager shall notify, in writing, the Director of Human Resources within ten (10) 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 21 grievance procedure. The parties shall meet to discuss the issue of salary grade placement for such position within ten (10) business days from receipt of such notice. The Town agrees not to post for such position 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 position and proceed to fill the position
4. Arbitration: Either the Town or the Union may proceed to arbitration as provided herein to resolve a dispute in the salary grade placement of a new position, an existing vacant position or reclassified position. 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 title(s) in dispute. The arbitrator shall contact both parties to arrange for a mutually convenient date for the arbitration hearing. An arbitration hearing shall be scheduled by the arbitrator within twenty (20) business days from the date the notice to arbitrate is received by the arbitrator. The arbitrator shall be selected from the list of arbitrators agreed to by the parties. The arbitration hearing process shall be expedited. All evidence shall be produced at the scheduled arbitration hearing. Post hearing briefs will not be permitted but the parties may submit a post hearing written summation within three (3) business days from the date of the arbitration hearing. The arbitrator shall render a decision within ten (10) business days of

receiving all documents. The authority of the arbitrator is limited to selecting from either the Town's or the Union's last best offer. Neither party shall appeal the decision of the arbitrator to the courts. The decision of the arbitrator shall be final and binding on the parties and effective the first payroll period following receipt of the decision by the Director of Human Resources.

The cost of the arbitration shall be split equally between the Town and the Union.

The arbitrators shall be selected from the list below and shall be selected in the order so listed. In the event the arbitrator is unable to agree to a hearing date within the twenty (20) business day requirement, the parties shall contact the next arbitrator on the list unless the parties mutually agree to extend the time limit to schedule the arbitration hearing.

Arbitrators:           1. Michael Wittenberg

## APPENDIX VII

### 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. 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. At times this may include the ability of the employee to use the Town owned vehicle to commute to and from work from his or her residence.

- A. An employee who is provided the use of a Town owned vehicle on or after the date of this Agreement, shall have 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 with reasonable written notice provided to the employee. 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 LIUNA expressly waives any right and relieves the Town of any obligation to negotiate the impact of the Town's determination in this regard. The Town shall provide for mileage reimbursement as set forth in Town Policy for use of personal vehicle for town business. In the future, the Town may, from time to time, allow an employee to take home a Town-owned vehicle, in order for that employee to efficiently perform his or her duties.
- B. An employee, who is authorized by the Town to use a Town owned vehicle for commutation, to travel between work locations or for other Town business, shall be required to adhere to the Town's policy No. 414.0 on operating Town vehicles as such policy may be adopted by the Town from time to time.
- C. The Town and LIUNA expressly acknowledge that this is the complete agreement on the subject of the use of Town owned vehicles and that any practice, written or oral understanding, or other agreements of any kind are superseded and replaced by the Terms of this Appendix VII.

APPENDIX VIII

DENTAL INSURANCE PLAN

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	\$100
Per family unit	\$300
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 Service – Preventive	100%
Class B Services – Basic	80%
Class C Services – Major	50%
Class D Services - Orthodontia	50%
Maximum Benefit Amount	
For <u>other</u> than Class D – Orthodontia:	
Per person per calendar year	\$2,500
For Class D – Orthodontia:	
Lifetime maximum per person (age 8 to 19 years old)	\$2,000 lifetime maximum.
Pre-Existing	None