

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**TOWN OF GREENWICH**

**And the**

**GREENWICH MUNICIPAL EMPLOYEES ASSOCIATION**

**July 1, 2019 – June 30, 2023**

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**The TOWN OF GREENWICH ("Town") and the GREENWICH MUNICIPAL EMPLOYEES ASSOCIATION ("Association") agree as follows:**

**ARTICLE I  
PREAMBLE**

**This Agreement is entered into between the Town of Greenwich and the Greenwich Municipal Employees Association. It is the intent and purpose of this Agreement to assure mutually sound and beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as to the terms of this Agreement, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.**

**ARTICLE 2  
RECOGNITION**

**In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, as amended, the Town of Greenwich hereby recognizes the Greenwich Municipal Employees Association as the sole and exclusive collective bargaining representative for the bargaining unit consisting of all full-time permanent employees and part-time permanent employees in the classifications set forth in Appendix B. Excluded from the bargaining unit are all other employees, including, but not limited to, individuals excluded pursuant to Sections 7-467 through 7-477 of the Connecticut General Statutes (MERA), and other employees as may be specifically set forth in this Agreement.**

**ARTICLE 3  
NOTICE**

**The Town shall provide the Association with sufficient copies of the Agreement for distribution by the Association to all covered employees. The Town shall provide a copy of the Agreement to each newly hired covered full-time and part-time employee upon commencement of employment. The Town shall make available to employees for inspection other documents that relate to employee benefits and other terms and conditions of employment.**

**The Town shall provide the Association with an electronic copy of the current Collective Bargaining Agreement within thirty (30) days from the date said Agreement is executed by the parties.**

**The Association will be supplied with the names and addresses of new hires in permanent full-time and permanent part-time positions. Designated Association representatives will be provided with reasonable opportunity, within three (3) business days of hire, to meet with the new hires concerning Association membership. The Town shall forward to the Association a check each month for dues deducted from bargaining unit employees that month for all dues paying Association members. An alphabetical list of employees with the amounts deducted shall be forwarded with the monthly dues check. The Association**

may request, with reasonable advance notice and on a reasonable basis, an electronic list of all bargaining unit employees including address, job title, pay grade and step, hourly rate and department to which the employee is assigned. The Town shall provide the requested information within ten (10) business days from receipt of the request.

#### ARTICLE 4 CATEGORIES OF EMPLOYEES

A. The following definitions shall be used for the administration of this Agreement:

1. **Full-time permanent employee:** An employee who has completed the probationary period for their position and works the standard workweek as defined by Article 7.
2. **Part-time permanent employee:** An employee who has completed the probationary period for their position and works at least thirty-two (32) and a maximum of fifty (50) hours per bi-weekly payroll period. The maximum hours for Food Service employees of the Board of Education shall be sixty-four (64) hours per bi-weekly payroll period.
3. **Probationary employee:** All newly hired full-time and part-time employees, hired in classifications represented by this bargaining unit, shall be considered as probationary employees and must complete a probationary period consisting of six (6) months of work before attaining permanent employee status. Employees who are absent from work during their probationary period in excess of ten (10) workdays may have their probationary period extended for a like period at the discretion of the department head.

During the probationary period, the probationary employee is considered an at will employee and may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the appointing authority and neither the reason for, nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance.

Probationary employees shall be covered by the express provisions of the terms of this Agreement, except as otherwise specifically set forth in this Agreement.

4. **Temporary employee:** Full and part-time employees who are hired on a less than six- (6) month basis. Temporary employees shall not work more than twelve (12) months in any twenty-four (24) month period and not more than six months in the same department in any twelve (12) month period.
5. **Seasonal employee:** An employee who works for a period of not more than one hundred twenty calendar days in any calendar year except for employees assigned to the Department of Parks and Recreation who are hired for a particular recreational program such as the golf course, skating, and beach

programs who may exceed the one hundred twenty-day limit and work for the duration of the recreational program.

6. **Emergency employee**: Any employee who works pursuant to Section G of Article 24.

- B. The Collective Bargaining Agreement between the Town and GMEA provides for a salary schedule to which all bargaining unit positions are allocated. 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.

GMEA 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 Town, prior to posting, shall forward to the GMEA President a copy of any newly proposed job classification for which a reasonable basis exists that an incumbent in such new position will perform bargaining unit work and job classifications represented by GMEA for which the essential features and/or minimum qualifications have been modified.

2. The GMEA President shall notify, in writing, the Director of Human Resources within ten (10) business days from receipt of such job classification whether GMEA will seek to represent the newly created position; and, for revised classifications that it represents, GMEA's 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 23 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 GMEA may proceed to arbitration as provided herein to resolve a dispute in the salary grade placement of a new position, reallocation of an existing 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 parties shall have the option, by mutual consent, to proceed with arbitration before the American Arbitration Association as an alternative to the Connecticut State Board of Labor Relations or the Connecticut State Board of Mediation and Arbitration. 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 GMEA'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 GMEA. The arbitrator shall be selected by mutual agreement by the parties.

- C. With the following exceptions, all permanent full-time and permanent part-time employees shall receive all benefits provided by the Agreement for which they are eligible. Notwithstanding the foregoing, permanent part-time employees shall not receive the benefits described in the following Articles of the Agreement: Article 5 (D), Article 6 (D), Article 8 (A), (B), (C), (E) Article 11 (B), Article 14, Article 16 (E), Article 17 with the exception of subsection (C) (2) (which defines benefits available to permanent part-time employees), Article 18 (A), Article 20, Article 21 and Article 22.

## ARTICLE 5 WAGES

- A. Permanent full-time and permanent part-time employees, except employees assigned to the Food Service Division of the Board of Education shall be paid at the appropriate rate per year as specified in Appendix C. Permanent full-time and part-time employees assigned to the Food Service Division of the Board of Education shall be paid at the appropriate rate per year as specified in Appendix D.
- B. General Wage Increases:

The collective bargaining agreement shall provide for the following general wage increases:

effective retroactive to July 1, 2019, 1.75%;  
effective July 1, 2020, 0.00%;  
effective July 1, 2021, 2.00%; and  
effective July 1, 2022, 2.15%.

**C. Step Placement and Advancement**

Step increases are shown for the purposes of this Agreement only and are not to be construed as guaranteed for the purposes of future agreements.

Employees shall be paid at the appropriate grade and step as set forth in Appendix C and Appendix D, the Wage Schedules, appended to this Agreement. In no event shall an employee receive a salary in excess of the maximum provided for that salary grade. Advancement to the succeeding step is not automatic and shall only be made upon the employee satisfactorily completing the eligibility requirements as such eligibility requirements are further described below in this paragraph. On July 1 of each year, except for employees serving in their probationary period, employees who are not at the maximum step of their salary grade who have received a satisfactory or better annual performance review for the review period immediately preceding the effective date of the step, shall be eligible to advance a step as provided in Appendix C and Appendix D, the Wage Schedules. Employees serving in their probationary period shall first become eligible for step increases beginning on July 1 next following the completion of their probationary period. Failure of a department head to evaluate an employee for the review period immediately preceding the effective date of the step, shall deem that employee eligible to advance to the succeeding step. In the event an employee's increment is to be withheld due to performance, the withholding of the increment shall be noted in the employee's performance evaluation. An employee shall not be eligible to advance to the succeeding step if the employee has received a formal written notice of discipline within the twelve-month period preceding the effective date of the step increase or did not receive a satisfactory or better annual performance review for the review period immediately preceding the effective date of the step. In such event the employee shall next be eligible to advance to the withheld step the following July 1. A Department Head is required to provide an employee with written notice thirty (30) days prior to the increment's effective date that such step increase is being withheld. An employee may grieve the withholding of a step increase directly to Step II of the grievance procedure. In the event a grievance response is in favor of the employee, the increment shall be paid retroactive to its due date.

- D.** Any full time employee who is on the active payroll as of December 1 of each contract year shall receive the following longevity payment: ten (10) years of service shall receive a total longevity payment of four hundred-fifty (\$450.00) dollars; fifteen (15) years of service a total longevity payment of six hundred (\$600.00) dollars; and twenty (20) or more years of service a total longevity



payment of eight hundred (\$800.00) dollars. Said payment shall be made in the first full payroll period in December. There shall be no pro-ration of said payment.

- E. All wage payments shall be made through direct deposit and the employee's pay advice shall be provided electronically. Employees shall provide the information necessary to the Town to implement direct deposit of wage payments. Upon the request of the employee, the Town shall make available to the employee a computer/printer from which the employee can obtain and print his or her pay advice. The Town shall provide reasonable assistance to an employee who requires support in establishing a personal email account and reasonable assistance in accessing his or her pay advice from the employee's email account. Employees shall be allowed reasonable access to computers and printers during normal working hours to access and print their pay advice.

## ARTICLE 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 Association and the Town.
- B. The members of the Association Negotiating Committee, but not 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 a contract 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 Association Grievance Committee, but not more than two (2) members and the aggrieved employee, shall be allowed a reasonable amount of time without loss of pay during regularly scheduled working hours for the processing of grievances. Any employee whose testimony is required by the Association at any stage of the grievance procedure shall receive reasonable release time from duty with full pay for providing such testimony, 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 Federal Credit Union or Member's Credit Union shall be granted leave from duty with full pay up to two (2) hours per month non-cumulative, for all necessary directors' meetings of the Credit Union when such meetings take place at a time during which such 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 twelve (12) per month.

- E. Employees designated by the President of the Association shall be granted leave from duty without loss of pay or benefits for up to a maximum of twenty-five (25) days in the fiscal year provided such time off does not unreasonably interfere with Town business. Such leave shall only be granted for matters, other than negotiations and grievance processing, directly related to administration of this Agreement or of the Association and shall be requested by the employee in advance to the Director of Human Resources via the employee's department head.

## ARTICLE 7 HOURS AND WORKWEEK

- A. The standard workweek for full-time employees, except Public Safety Dispatchers, shall be thirty-five (35) hours scheduled over five consecutive days during a calendar week. The workweek for Public Safety Dispatchers shall be as defined in Appendix F. The workweek for part-time employees shall be as provided in Article 4 (A)(2). Should it be necessary, in the interest of efficient operations and/or to provide alternative office hours to the public, the Town shall provide employees and the Association with reasonable notice of any changes in the workweek or workday.
- B. The following policy shall be applicable to those instances where due to weather or other emergencies all offices of the Town (except public safety and Nathaniel Witherell) are closed and Town employees are generally directed not to report to work (a "General Shutdown"). This policy shall not be applicable to ordinary weather events such as weather-related school closings or in instances where a municipal facility is closed due to non-weather events such as a power failure. Due to the varied responsibilities of Town agencies and departments certain employees may be required to work as scheduled and others may be required not to report to work during a General Shutdown. There is no expectation that appointing authorities will make uniform decisions as to the status of their agency or department during a General Shutdown.

An employee who works during a General Shutdown shall be paid pursuant to the terms of the employee's collective bargaining agreement. During the week that a General Shutdown occurs employees who work during the General Shutdown shall not be subject to the limitation specified in Article 8(A) exempting an employee from the time and one-half rate of pay for overtime compensation when the employee is absent due to sick leave within forty-eight (48) hours following the day overtime is worked.

An employee who is not directed to work by the Town during a General Shutdown shall be compensated as follows:

- a) Except as otherwise provided in paragraph "b" below, a full-time and a part-time employee shall receive their regular rate of compensation during the General

Shutdown. A part-time employee shall be compensated for the number of regular hours that s/he was scheduled to work during the General Shutdown.

b) A full-time and a part-time eleven (11) month employee and ten (10) month employee of the Board of Education shall be permitted to apply vacation and compensatory time for the day(s) that he or she was directed not to report to work during a General Shutdown. If at the end of the Employment Year (as defined below) in which a General Shutdown occurred a eleven (11) or ten (10) month full or part time employee has worked all regularly scheduled time during the Employment Year but has received compensation for fewer days or hours than allotted by the Town for the employee's annual work plan for the Employment Year as a result of the General Shutdown, then the employee shall be scheduled to work the additional days or hours (Additional Time) necessary to equal the days or hours allotted by the Town for the employee's annual work plan for the Employment Year. An employee will not be required to work the Additional Time or a part thereof if the employee can demonstrate that he or she is prevented by alternative employment obligations from working the Additional Time or part thereof. In that event the employee shall be paid for the number of days or hours to account for the compensation lost as a result of the General Shutdown (the "Shutdown Compensation"). If Additional Time is not offered by the Town to account for the compensation lost as a result of the General Shutdown, full time and part time ten (10) and eleven (11) month employees who are not otherwise disqualified from receiving an adjustment hereunder shall be paid the Shutdown Compensation. The adjustment shall not exceed the amount of the employee's work plan budgeted for said employee during the Employment Year. For purposes herein the term "Employment Year" shall mean the eleven (11) or ten (10) month term of employment during which the General Shutdown occurs, including any Additional Time. For example, where the General Shutdown occurs following the school recesses and a Board of Education ten (10) or eleven (11) month employee is unable to work Additional Time extending the Employment Year in a manner to cover all days lost to the General Shutdown because the employee is scheduled to work the summer school program, the employee need not work the Additional Time to be qualified to receive Shutdown Compensation. The Town will have no obligation under this policy to provide Additional Time or Shutdown Compensation to address days lost to a General Shutdown if the employee voluntarily took unpaid vacation or personal leave days during the Employment Year.

During ordinary weather events such as weather-related school closings or in instances where a municipal facility is closed due to non-weather events such as a power failure the established time and leave practices for each department shall continue.

**ARTICLE 8  
OVERTIME, SHIFT DIFFERENTIAL,  
JURY PAY, COURT TIME PAY, AND CALL OUT PAY**

- A. Employees are not authorized to work in excess of their regular workday and workweek without prior authorization from their supervisor.

Employees shall be paid at the rate of one and one-half (1½) times their regular straight time hourly rate for overtime in excess of thirty-seven and one-half (37.5) hours per workweek or in the case of Public Safety Dispatchers covered by Appendix F for overtime in excess of their standard eight (8) hours workday, or standard forty (40) hour standard workweek. However, an employee shall not receive overtime compensation when within forty-eight (48) hours following the day the overtime is worked the employee is absent due to non-occupational illness or injury (sick leave) in which case the excess time worked shall be paid at the straight time rate of pay.

If an employee and the employee's supervisor agree to compensatory time as set forth herein compensatory time will be given as straight time for those hours over thirty-five (35) and up to forty (40). Any compensatory time after forty (40) hours will be at time and one half as set forth in this Article.

By mutual agreement of the employee and the employee's supervisor, in lieu of cash payment for overtime, an employee may be granted compensatory time at the applicable rate in accordance with this section. Compensatory time must be used within one hundred eighty (180) calendar days of the date on which it was earned and may be accumulated to a maximum of thirty-five (35) hours.

Food Service Workers shall be paid at the time and one-half rate of pay for hours worked in excess of thirty- seven and one-half (37.5) hours per workweek. Any practice to the contrary shall be discontinued. Paragraph E of this Article shall continue to apply to Food Service Workers.

- B. A shift differential in the amount of one dollar twenty-five cents (\$1.25) per hour shall be paid for all hours worked on the second shift starting at or after 12:00 Noon and ending at 12:00 Midnight. A shift differential of one dollar and seventy-five cents (\$1.75) per hour shall be paid for all hours worked on the third shift starting at or after 10:00 P.M. and ending by 8:00 A.M. Effective July 1, 2021 the shift differential for the second shift shall increase to one dollar and fifty cents (\$1.50) per hour and the shift differential for the third shift shall increase to two dollars (\$2.00) per hour.
- C. Permanent full-time employees shall be paid for time spent attending jury duty. The Town shall have the right to deduct from the pay of any permanent full-time employee to whom it has paid jury pay pursuant to this Agreement the daily stipend paid to such employee by the amount of such stipend.

- D. An employee who is required to appear in or attend Court or other administrative proceeding to provide testimony or evidence involving their work for the Town shall be paid as provided in paragraph A of this Article.
- E. Employees called out to work overtime, whether or not scheduled in advance, shall be guaranteed either a minimum of three (3) hours of work at the overtime rate or three (3) hours of pay at the overtime rate except when such time is contiguous to the workday. An employee who is called out to work on subsequent call outs on the same calendar day following the initial guarantee of three (3) hours of work or compensation, shall be paid for actual time worked at the overtime rate and shall not again be entitled to the minimum of three (3) hours of work or three (3) hours of pay for such subsequent call outs.

## ARTICLE 9 TEMPORARY ASSIGNMENTS

The Town shall pay any permanent, full-time employee temporarily assigned to a higher classification within the bargaining unit at a rate of pay ten percent (10%) higher than the employee's regular rate or at the minimum of the wage range for the higher position, whichever is higher, but does not exceed the maximum of the pay range for the higher classification, providing the employee is qualified and assigned to complete at least fifty percent (50%) of the duties of the higher temporary position. A full-time employee temporarily assigned to a higher classification outside of the bargaining unit shall be paid the greater of the out of class pay set forth above or ninety percent (90%) of the base salary of the individual in the higher classification. Employees shall not perform the duties of a higher classification nor become eligible to receive the higher rate of pay unless and until the employee is expressly directed, in writing, by their department head to perform the duties of the higher classification. Such higher rate of pay shall commence on the first full working day in the temporary assignment.

## ARTICLE 10 HOLIDAYS

- A. The following shall be observed as paid holidays:

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

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

- B. 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 Town. For employees scheduled to work a seven (7) day operation, the holiday shall be celebrated on a regular workday to be selected by the employee, with the approval of the department head; the workday selected need not be uniform.
- C. If an employee shall be required to work on a holiday, the employee shall be paid at the rate of one and one-half (1 1/2) times his/her regular straight time hourly rate for such work.
- D. Permanent, part time employees shall be entitled to the holidays of this Article and shall receive as holiday pay an amount prorated on the basis of the average fraction of the standard workweek worked during the past fiscal year.
- E. If an employee is absent from work for any part of the last scheduled work day before or the first scheduled work day after the day on which a holiday is observed pursuant to the terms of this Article, such employee shall receive holiday pay provided such absence is for an authorized or excused reason such as, but not limited to, illness, accident, vacation, personal leave day, bereavement leave day, or extreme weather conditions. It is understood that such authorized or excused absence need not be with pay in order for the employee to be eligible for the holiday pay.
- F. Subject to prior mutual written agreement between the Town and the Association, a schedule for holiday observances which differs from the days indicated in A may be established for employees of the Greenwich Library and Greenwich Board of Education, provided that the number of paid holidays is equal to the number of holidays set forth in A. In the event no agreement is reached for such change, the holiday schedule set forth in A shall control. Notwithstanding the above, in the event Board of Education determines to include Columbus Day and/or Veterans' Day as a regular school day, such day(s) shall become part of the regular work week and the premium pay as set forth in paragraph C of this Article shall not apply. In such event each employee affected by the change shall be granted a floating holiday for Columbus Day and Veterans' Day as each may be discontinued at the discretion of the Board of Education. The floating holidays shall be used during the school year. An employee wishing to use such floating holiday shall provide the Board with advance notice and the Board shall not unreasonably deny, condition or withhold the employee's ability to utilize the floating holiday on a date of the employee's choosing.

#### ARTICLE 11 SICK LEAVE

- A. A permanent full-time employee, following the completion of his/her probationary period shall earn, retroactive to their date of hire, one (1) sick day per month of

work. A permanent full time employee following the completion of his/her ninth (9<sup>th</sup>) year of continuous work shall earn two (2) sick days per month of work except for employees hired on or after July 1, 2011 who shall earn one and one-half (1.5) days per month commencing with the beginning of the tenth (10<sup>th</sup>) year of service. A permanent part time employee following the completion of his/her six (6) month probationary period, shall earn one-half (½) day of sick leave per month for the seventh (7<sup>th</sup>) through twelve (12<sup>th</sup>) month of the first year of their employment. A permanent part-time employee who has completed twelve (12) consecutive months of service shall become eligible to earn sick leave at the rate of one (1) day per month. The sick leave payment to be received by a part time employee is based on the number of part time hours the employee was scheduled to work. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days. Sick leave credits will be recorded in hours based on a seven (7) hour day for full-time employees on a thirty-five (35) hour workweek or based on an eight (8) hour day for full-time employees on a forty (40) hour workweek. Sick leave credits for eligible part-time employees will be recorded in hours based on the number of part-time hours the employee is scheduled to work for the week divided by five days.

- B. At the time of retirement or death of an employee, the employee or his/her heirs or estate shall be paid at the rate of his/her last position with the Town for up to fifty percent (50%) of his/her accumulated unused sick leave balance. In no instance shall payment be made for more than ninety (90) unused sick leave days. This provision shall not apply to an employee who is hired or rehired on or after May 26, 1998 and shall not apply to a permanent part time employee. An employee hired prior to May 26, 1998 who is terminated due to position abolishment and who is subsequently rehired shall continue to be eligible to receive sick leave payment at retirement as provided herein.
- C. A full-time or part-time 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 the employee unable to perform the duties of his/her position, shall be eligible to receive paid sick leave to the extent s/he has accrued sick leave credit.

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

2. An employee with accrued sick leave credit shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of his/her immediate family, which requires the employee's personal care and attendance.

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

3. An employee on an approved FMLA leave to provide childcare for their newborn child, or to provide childcare for their new adopted child, may charge up to ten (10) days of such FMLA leave to accrued sick leave.

4. 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 the employee unable to perform the duties of his/her position. An employee may be disciplined for sick leave abuse or for failure to adhere to the requirements of this section.

- D. A full-time or part-time employee who is laid off due to position abolishment or transfer of another employee into his/her position who is rehired within twenty-four (24) months from his/her date of termination shall have any unused sick leave accumulated at the time of termination reinstated.
- E. In the event that a full-time or part-time employee is entitled to sick leave pursuant to Article 11.C 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, to a maximum of ten (10) days
- F. A full-time or part-time employee who is unable to report to work due to illness or disability shall notify his/her immediate supervisor as soon as possible, and failure to do so within a reasonable time will be cause for denial of sick leave with pay for the period of absence.
- G. A full-time employee who has accumulated 180 sick days as of June 30 and who does not use all his/her earned sick leave during any subsequent 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. A full-time employee who has accrued 180 sick days as of June 30, 2017 and is eligible for the benefit described in this provision, but who subsequently utilizes sick leave and falls below the required minimum of 180 accrued sick days at any time shall no longer qualify for the vacation conversion benefit described in this Article 11.G, but shall thereafter be eligible to receive the benefit described in Article 11.H regardless of the number of accrued sick days held by the employee.



- H. Effective July 1, 2017 a full-time or part-time employee who is on the active payroll for the entire calendar quarter and who has accumulated fewer than 180 sick days as of June 30, or was previously qualified to receive conversion benefits pursuant to Article 11.G but has since fallen below 180 days of accrued sick leave, shall be eligible to participate in the Sick Leave Incentive Program. Such an employee who fully completes all scheduled work shifts during a calendar quarter, without interruption for sick leave or unexcused absence, shall receive vacation day credits based on the following schedule: (i) full-time employees shall earn one and one-quarter ( $1\frac{1}{4}$ ) vacation days for each such fully completed calendar quarter for a maximum of five (5) days annually and (ii) part-time employees shall earn vacation hours for each fully completed calendar quarter based on the number of part-time hours the employee is regularly scheduled to work for the week divided by five. The vacation leave credit to be received by a part time employee for each day of vacation leave earned hereunder shall be based on the number of part time hours the employee is regularly scheduled to work each week. Vacation days or hours earned pursuant to this Sick Leave Incentive Program shall be credited to the employee on July 1 of the in the fiscal year next following the quarter in which the additional vacation time was earned. The calendar quarters are July to September, October to December, January to March, and April to June. Properly scheduled vacation leave, personal leave, bereavement leave, or time for Medical Appointments taken during a calendar quarter shall not render an employee ineligible to earn additional vacation time pursuant to this provision.
- I. If an employee has exhausted the Medical Appointment leave provided by Article 22, or in the reasonable discretion of the department head the request of the employee for time off to attend a Medical Appointment should be applied against the employee's accrued sick leave, the employee may apply sick leave in increments of one-quarter ( $1/4$ ) hour to attend to his or her medical appointments, which cannot, with reasonable practicality, be scheduled outside of the normal workday. For purposes of this Agreement "Medical Appointments" are defined as pre-scheduled appointments with the employee's physician not otherwise requiring the employee to be absent from work due to illness or disability.

## ARTICLE 12 VACATION

- A. A permanent full-time employee shall accrue paid vacation, retroactive to their date of hire, according to the following schedule:
1. An employee scheduled to a thirty-five-hour regular workweek shall earn 5.833 hours of paid vacation per each completed month of work for the first twenty-four (24) months of work. An employee scheduled to a forty-hour regular workweek shall earn 6.666 hours of paid vacation per each completed month of work for the first twenty-four (24) months of work.

2. An employee scheduled to a thirty-five-hour regular workweek shall earn 8.750 hours of paid vacation per each completed month of work beginning with the twenty-fifth (25<sup>th</sup>) month of work through to and including the sixtieth (60<sup>th</sup>) month of work. An employee scheduled to a forty-hour regular workweek shall earn 10.000 hours of paid vacation per each completed month of work beginning with the twenty-fifth (25<sup>th</sup>) month of work through to and including the sixtieth (60<sup>th</sup>) month of work.
3. An employee scheduled to a thirty-five-hour regular workweek shall earn 11.666 hours of paid vacation per each completed month of work beginning with the sixty-first (61<sup>st</sup>) month of work. An employee scheduled to a forty-hour regular workweek shall earn 13.333 hours of paid vacation per each completed month of work beginning with the sixty-first (61<sup>st</sup>) month of work.
- B. Permanent part-time twelve-month employees, after completing one (1) year of continuous service with the Town, shall be entitled to receive five (5) pro-rated working days of vacation with pay each fiscal year. Permanent part-time ten-month and eleven-month employees after completing one (1) year of continuous service with the Town, shall be entitled to receive four (4) pro-rated working days of vacation with pay each fiscal year. Permanent part-time twelve-month employees shall be granted, after the completion of three (3) years of continuous service with the Town, ten (10) prorated working days of vacation with pay each fiscal year. Permanent part-time eleven-month employees shall be granted after completing three (3) years of continuous service with the Town, nine (9) pro-rated working days of vacation with pay each fiscal year. Permanent part-time ten-month employees after completing three (3) years of continuous service with the Town shall be entitled to receive eight (8) pro-rated working days of vacation with pay each fiscal year. Such vacation leave shall be granted under the same conditions as regular full-time employees, with the pay for the vacation leave to be prorated on the basis of the average fraction of the standard workweek worked by such employee during the past fiscal year. Permanent part-time twelve (12) month employees may carryover from one fiscal year to the next, up to ten (10) days of unused vacation leave.
- C. A vacation day shall not be assessed on a holiday, as set forth in Article 10.A, which occurs during the period of an employee's vacation leave.
- D. The department head shall schedule the vacation period in accordance with the requirements of his/her department. An employee serving in his or her probationary period shall accrue paid vacation as provided in paragraph A of this Article but shall not be eligible to use such accrued vacation time until completing his or her probationary period. The Town reserves the right, for administrative purposes only, to credit each non probationary employee's vacation accruals with the projected number of vacation hours that each non probationary employee will earn for that fiscal year in the first payroll of each fiscal year and for probationary employees upon completion of the probationary period. An employee who separates from Town service shall only be eligible to be paid for accrued unused vacation actually

earned pursuant to paragraph A of this Article. An employee who separates from Town service and was permitted to use vacation in excess of that actually earned shall have deducted from the employee's final paycheck an amount equal to the excess vacation used but not earned.

**E. Permanent full-time employees may carry forward unused vacation time and take consecutive vacation days as follows:**

1. Permanent full-time employees shall be entitled to carry forward unused vacation leave from one fiscal year to the next, provided that an employee shall not carry forward more than one hundred seventy-five (175) hours of vacation for employees assigned to a regular thirty-five hours work schedule and two hundred (200) hours of vacation for employees assigned to a regular forty hours work schedule. An employee assigned to a regular thirty-five hours work schedule shall not be entitled to take more than two hundred-ten (210) hours of vacation and an employee assigned to a regular forty hours work schedule shall not be entitled to take more than two hundred-forty (240) hours of vacation at a consecutive interval or during any fiscal year.
2. If an employee agrees to waive his/her rights to vacation leave during a particular fiscal year at the request of his/her department head, the department head shall permit such employee to take part or all of the earned vacation leave during the following fiscal year without regard to the limitations set forth in Subsection 1 of this Section E regarding carry-over of vacation days, vacation days to be taken at a consecutive interval, or total vacation days to be taken during any fiscal year. Any such permission shall be in writing and given to the Director of Human Resources and the employee at the time such request by the department head is made.
3. Vacation leave not used during any current fiscal year and not entitled to be carried forward to the next fiscal year shall be lost only at the end of the current fiscal year.
4. Anticipated loss of vacation leave under Subsection 3 of this Section E shall not entitle an employee to any special consideration in the scheduling of his/her vacation leave.

**F. Upon separation of service, retirement or death of an employee, the employee or his/her heirs or estate shall receive vacation pay for all unused vacation credited to the employee as of the date of separation. In addition to this payment, an employee with a pre May 26, 1998 hire date as a regular employee shall, upon retirement, be paid for vacation credits that the employee would have accrued had the employee continued employment for the entire fiscal year. The amount for all unused vacation shall be calculated based upon the employee's regular straight time rate of pay for the employee's regular position in effect at the time of separation or death. In no event shall the employee be paid for vacation in excess of that permitted to be**

accumulated pursuant to sections B and E of this Article. An employee who has a negative vacation balance at separation of service, retirement or upon death shall have deducted from the employee's final paycheck an amount equal to the amount of the negative vacation balance.

### ARTICLE 13 EMPLOYEE ACCOUNTS

Each employee shall be provided with his or her leave balances on the employee's pay advice.

### ARTICLE 14 INSURANCE

- A. The Town shall provide for each full-time employee and his/her enrolled dependents the following medical insurance:

#### Connecticut State Partnership Plan

a) Each employee shall have the annual option to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health or to waive medical insurance. The plan benefits shall include any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

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

c) Effective upon ratification of this contract the percentage share of such premium cost shall remain ninety percent (90%) for the Town and ten percent (10%) for the employee. Effective July 1, 2021, the percentage share of such premium cost shall be eighty-seven and one-half (87.5%) percent for the Town and twelve and one-half (12.5%) percent for the employee. Effective July 1, 2022 the percentage share of such premium cost shall be eighty-six (86%) percent for the Town and fourteen (14%) percent for the employee. The employee's annual premium cost share shall be deducted in prorated equal amounts from each biweekly paycheck on a pre-tax basis (premium conversion option).

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

(e) Participation in the SPP and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions. In the event SPP administrators impose a premium or benefit penalty on insureds who fail to participate 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.

- B. The Town shall provide for each full-time employee and his/her enrolled dependents dental insurance, as follows:

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

- C. In the event any of the following occur, the Town or the Association 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 the 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 a direct impact on the cost incurred by the Town on providing medical insurance pursuant to this Agreement. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.

- iv) If during the month of September, the Town, based on the claims experience of the bargaining unit participants for the prior plan year of the SPP (July through June), determines that premiums or premium equivalents for the HDHP insurance plan (including the Town's HSA contributions) that was in effect on June 30, 2017, would be lower than the current SPP premiums.
- D. In the event the Town and/or the Association 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 furnished by the Town prior to the adoption of benefits through the SPP, including:
  - 1. A high deductible medical plan providing for a \$2,000/\$4,000 deductible with prescription drug co-pays upon the satisfaction of the deductible, with the Town contributing: (i) eighty (80%) percent of the premium or premium equivalent and the employee paying the balance by payroll deduction on a pre-tax basis; and (ii) an annual contribution in January of each year in the amount of \$1,250 for a single plan and \$2,500 for a couple or family plan to the employee's HSA, prorated for enrollments that are effective other than on January 1.
  - 2. A high-deductible medical plan providing for a \$3,000/\$6,000 deductible with prescription drug co-pays once the deductible is satisfied, with the Town contributing: (i) eighty-five (85%) percent of the premium or premium equivalent and the employee paying the balance by payroll deduction on a pre-tax basis; and (ii) no Town contribution to the employee's HSA for this medical plan option.
  - 3. A \$10 POS Alternative Plan for employees eligible for and proven participation in Medicare Part A, Veterans Medical Insurance or Active Duty Insurance who are not eligible for participation in a HD-HSA, with the Town contributing seventy-eight (78%) percent of the premium and the employee paying the balance by payroll deduction on a pre-tax basis.
- E. 1. A retired employee who is collecting a retirement allowance from the defined benefit retirement plan may elect to purchase Town offered retiree medical insurance. An employee, except as provided in paragraph 2 below, who retires after June 30, 2003 shall receive a Town credit in an amount not to exceed one thousand dollars (\$1,000) for individual coverage and two thousand two hundred dollars (\$2,200) for couple or family coverage. The Town credit toward the premium shall only be available during the life of the retiree and shall terminate upon the retiree's death. Once the retired employee becomes Medicare eligible, the Town's credit shall be reduced to six hundred dollars (\$600.00) and one thousand two hundred dollars (\$1,200.00) respectively.

For any period of time that the retiree is eligible for coverage under some other group health insurance plan (e.g. as a dependent under a spouse's plan or another employee's plan as an employee or dependent) provided that said other plan has the

same or better benefits than the existing Town plan, then this provision shall not apply.

2. Full-time employees hired on or after July 1, 2011 shall not be eligible for the benefits of Paragraph E (1) of this Article but in lieu thereof shall enroll and become a participant of the Town sponsored Retiree Health 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 pretax 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.

F. The Town shall provide, at no cost to the employee, a fifty thousand (\$50,000.00) dollar term life insurance policy covering natural or accidental death with a double indemnity provision for accidental death. In addition to the above, the employee may buy from the Town's insurer additional term insurance at the actual prevailing rate charged the Town, provided that the employee purchases an amount equal to two (2) times the employee's annual salary computed to the nearest one thousand dollars (\$1,000.00).

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

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

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

H. Bargaining unit employees shall be eligible to participate in the Town's Flexible Spending Account Plan in accordance with the terms of that Plan. Bargaining unit employees shall be eligible to participate in the medical, child care and transportation provisions of the Town's Flexible Spending Account Plan in accordance with the terms of that Plan. Employees may elect to contribute up to the maximum for health care and childcare as permitted by Internal Revenue Service rules and regulations then in existence.

I. 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 Association may grieve such disagreement pursuant to Article 23 of the Agreement, except that the size and scope of the in-network providers shall not be arbitrable.

**ARTICLE 15  
CLOTHING AND SAFETY EQUIPMENT**

A full-time employee who is required by the Town to wear safety shoes or protective footwear, and a full-time or part-time parking control officer, who is required to wear walking shoes, shall receive up to a maximum of two hundred (\$200) dollars reimbursement annually toward the purchase of such shoes. The requirement to wear safety shoes or protective footwear shall be determined by the department head or the Town's safety officer or the Town's safety consultant in the absence of the Safety officer.

**ARTICLE 16  
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 his/her 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 10th of each month.
- C. If the private vehicle of an employee is disabled as the result of an occurrence, not the fault of the employee, while on Town business, the Town shall reimburse each such employee for the reasonable cost of the rental, for a reasonable time, of a substitute vehicle to be used on Town business.
- D. Employees who, as of June 30, 2010 are assigned Town vehicles shall continue to have usage of such vehicles as provided as long as they remain in their position. Any future assignment of a Town vehicle to a promoted or transferred employee who previously had been assigned a Town vehicle shall be made as determined by the Town, giving consideration to the requirements of the new position. It is understood that this provision is not intended to modify any rights and obligations pursuant to Sections A through C of this Article.
- E. 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 dollars (\$200) 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 prorated year for partial payment eligibility. The Town reserves the right to require employees to use a Town-owned vehicle for such purposes. Employees shall not be eligible for the vehicle maintenance allowance for periods when a Town-owned vehicle is available.

- F. 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.

#### ARTICLE 17 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 July 1, 2005 shall be ineligible for Retirement System membership; provided, however, an individual who is re-employed on or after July 1, 2005, who was vested under the terms of the Retirement System in effect as of his or her prior termination from service date, will be eligible to resume participation in the Retirement System. The provisions of Article 14 of the Town Charter and Paragraph 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 more than the total prior service period of the employee with the Town up to the date of withdrawal of accumulated deductions, and, upon the employee restoring to the Retirement System within six (6) months from date of rehire the entire amount of accumulated deductions together with interest up to the date of restoration.

3. The contribution rate for all employees shall be 4% of pensionable earnings deducted from the employee's bi-weekly paycheck on a pre-tax basis. Effective July 1, 2003 all newly hired full-time employees shall be required, as a condition of employment, to contribute 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 4 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 set forth in Article 17 A (4) or to meet the minimum service requirement set forth in Article 17 A (5).

9. The retirement allowance of an employee who retires shall be determined by the use of Pensionable Earnings including earnings an employee elects to defer to a 401-k (457, 403-b) plan. Pensionable earnings shall mean the employee's straight time wage rate as set forth in the appropriate wage schedule annexed to this Agreement for regular hours worked (i.e. 35 or 40 hours), out-of-class pay and wage stipends paid during the 26 consecutive bi-weekly pay periods for which such Pensionable Earnings was the highest for twelve month employees, the 24 consecutive bi-weekly pay periods for which pensionable earnings was the highest for eleven month employees and the 22 consecutive bi-weekly pay periods for which pensionable earnings was the highest for ten month employees. The maximum retirement allowance of an employee at retirement shall be .66667 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.

11. Effective July 1 of each year, retirees age 62 and over, who retired prior to July 1 of the previous calendar year shall be eligible for a cost of living adjustment in their retirement allowance computed on the formula provided in Paragraph 9. 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 Newark-Jersey City, NY-NJ- PA (CWURS12ASAO), not to exceed 3%, measured from May as reported in June of the previous calendar year through May as reported in June of the current calendar year. In no event shall a retiree's annual retirement allowance exceed 150% of the allowance at which the employee retired. In the event the annual increase in the CPI is less than one percent (1%) no COLA shall be due. This paragraph 11 shall become effective with retirements on or after July 1, 2005.

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 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) of 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 twelve (12) months of active full-time employment, 40% upon completion of twenty-four (24) months of active full-time employment, 60% upon completion of thirty-six (36) months of active full-time employment, 80% upon completion of forty-eight (48) months of active full-time employment and 100% upon completion of sixty (60) months of active full-time employment.

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 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.

C. 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 his or her deferred compensation account (401-k, 457 or 403-b) to a maximum of two thousand three hundred (\$2,300) dollars. Beginning January 2021 the maximum contribution shall increase to two thousand five hundred (\$2,500) dollars. No new 403-b accounts will be opened for employees; however, employees with existing 403-b accounts may continue to defer compensation to such accounts. Permanent full-time employees who are members of the Retirement System have the option to defer compensation to a 457 account and/or to a 401-k account. Permanent full-time employees who are members of the Defined Contribution Retirement Plan are limited to deferring compensation to a 457 account. The Town match for employees who elect to contribute to both 401-k and 457 accounts shall be first made to the employees' 401-k account prior to any match to a 457 account.

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

## ARTICLE 18 INJURY LEAVE

- A. Any permanent employee who incurs an injury or illness which is covered under the Connecticut Workman's Compensation Act shall be entitled to injury leave pay equal to the difference between the compensation received under said Act and his/her base rate of pay for the number of days of necessary absence up to a maximum of two (2) months following the date of injury. In the event the absence exceeds two months, the employee may use sick leave to make up the difference in salary between their workers' compensation payments and regular salary.
- B. 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.
- C. The Town may, in its discretion, design temporary modified duty assignments for employees who are unable to perform the duties and responsibilities of their position due to a work-related injury or illness and are progressing in their recovery. Such temporary progressive modified assignment may be created by the Town to fulfill its business and operational needs. Employees so assigned shall be paid at their regular rate of pay for all hours worked. Employees who have reached the point of maximum recovery and are unable to perform the duties and responsibilities of their regular position due to a work-related injury or illness may apply for positions in the Town for which they qualify and are capable of performing. Employees who are hired for such positions shall receive the salary and benefits for the new position.
- D. GMEA agrees that the Town may, without further negotiation, implement a managed medical care plan network for employees' work related medical treatments. In the event the Town changes its workers' compensation administrator/carrier any new medical care plan network shall be comparable to the prior medical care plan network.

## ARTICLE 19 BEREAVEMENT LEAVE

- A. Permanent full-time employees are entitled to up to five (5) consecutive working days of bereavement leave with pay in the event of the death of a member of the "Immediate Family" (as defined in Article 11.C of this Agreement) and three (3) consecutive working days of bereavement leave with pay in the event of the death of a brother-in-law, sister-in-law, son-in-law, or daughter-in-law. At the discretion of the department head, where unusual circumstances and equity dictate, one (1)

working day of bereavement leave in the event of the death of any other relative not described in this section.

Permanent part-time employees are entitled to two (2) prorated working days of bereavement leave in the event of the death of a member of the "immediate family" (as defined in Article 11.C of this Agreement).

- B. Bereavement Leave shall not be deducted from accrued leave time and shall not be cumulative.
- C. The actual number of working days taken up to the maximum provided shall be based on actual need for bereavement leave. In no event shall the number of paid bereavement leave days exceed ten (10) days during any twelve-month period.

## ARTICLE 20 EXPENSES FOR ATTENDING CONFERENCES/CERTIFICATION

- A. If the Town requires an employee to attend a conference of two (2) days duration or more, the expenses for which the Town is to reimburse the employee, the Town shall pay directly such expenses as may be paid in advance and shall advance the employee a reasonable amount for other expenses for which amount he/she shall account (and make partial refund if appropriate) upon his/her return.
- B. Human Resources Policy 6.5 E Tuition Reimbursement Program shall be applicable to all full-time permanent employees in addition to the following:
  - 1. In any instance where, in order to maintain employment, the Town requires an employee to earn any degree, certification or license which was not prerequisite for the position when the individual was hired into the position, the Town shall reimburse the employee for the tuition and fees necessary for the attainment of such degree, certification or license. Such reimbursement shall be dependent upon successful attainment or recertification of the required degree, certification or license; or
  - 2. In any instance where renewal of a prerequisite qualification is required, then such employee shall be reimbursed for the tuition and fees necessary for the renewal of the prerequisite qualification following obtainment of such qualification.
  - 3. A full-time permanent employee, with a minimum of thirty-six (36) months of continuous full-time Town employment, who successfully completes and received credit for professional development courses, undergraduate courses or graduate courses which are required to meet the Minimum Qualifications for advancement to a position in a higher Salary Grade, shall be eligible for reimbursement of up to fifty percent (50%) for tuition, registration fee and book expenses, not to exceed two-thousand dollars (\$2,000) in any fiscal

year. As defined herein the term "Minimum Qualifications" shall mean the qualifications described in the Town's official job description that the employee must possess to qualify to test for the position.

## ARTICLE 21 PERSONAL LEAVE DAY

Each full-time employee shall have the right to request and obtain up to one (1) day of personal leave in each contract year except employee assigned to Nathaniel Witherell who shall have the right to request and obtain up to four (4) days of personal leave on a prorated basis each contract year. Requests shall be made in authorized form for bona fide purposes, (including without limitation, business or personal obligations which cannot be resolved outside regular working hours, religious holidays, and other good causes) and shall be granted in the discretion of the Town where in its opinion the operating efficiency of the employee's department will not be adversely affected. The Town shall administer in a uniform manner granting and denial of requests for personal leave day. At the request of an employee, the Director of Human Resources (or other person designated by the Town to act) shall review and may, in his/her discretion, reverse the denial of a request for a personal leave day. Nothing contained in this Section shall be construed to entitle every employee to personal leave in every contract year.

## ARTICLE 22 HEALTH APPOINTMENTS

- A. At the reasonable discretion of the department head, upon written notice at least three (3) working days in advance, an employee shall be entitled to reasonable time off without loss of pay not to exceed six (6) hours annually to attend Medical Appointments for the employee (excluding dental appointments), which cannot, with reasonable practicality, be scheduled outside of the normal workday. Employees shall attempt to schedule such appointments at either the beginning or end of the workday. For purposes of this Article "Medical Appointments" are defined as specified in Article 11.I. In addition to the six (6) hours described above to attend Medical Appointments, an employee shall be entitled to reasonable time off, not to exceed two and one-half (2.5) hours, without loss of pay at the beginning or the end of the normal workday to attend the annual preventative medical checkup mandated by the health insurer described in Article 14 provided the employee provides written notice at least three (3) working days in advance with the employee's department head.
- 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 four hundred (\$400.00) dollars. 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 four hundred (\$400.00) dollars in any biennial fiscal year period.

## ARTICLE 23 GRIEVANCE PROCEDURE

- A. Should the Association, any employee or group of employees in the bargaining unit feel aggrieved concerning his/her or their wages, hours, or conditions of employment, which wages, hours, or conditions of employment are controlled by this Agreement or by any statute, charter provision, ordinance, rule, regulation, or policy including but not limited to those policies contained in the Human Resources Policy and Procedure Manual affecting terms and conditions of employment of bargaining unit members, which is not in conflict with this Agreement; or concerning any matter affecting his/her or their health or safety; or concerning any separation from service, suspension, fine, or other disciplinary action, adjustment shall be sought as follows:

Step 1. The grievance shall be submitted in writing (the "Notice of Grievance") to the head of the department or to the Superintendent of Schools if the grievance arises in the school system. If the grievance arises outside the department in which the employee works, the Notice of Grievance shall be filed with the head of the department in which it arose. In the case of a grievance specified in Section B of this Article, the filing shall be with the Town's Director of Human Resources. If the grievance involves an issue specified in Section B, and the grievance arises in the school system the Notice of Grievance shall be filed with the Town's Director of Human Resources, with a copy provided to the Superintendent of Schools. In all cases, a copy of the Notice of Grievance shall be filed with the Director of Labor Relations, if any, Director of Human Resources and the Office of the First Selectman. A Notice of Grievance shall be filed within thirty-five (35) calendar days from the date the employee or the Association becomes aware of the event, occurrence, or decision giving rise to the alleged violation.

Following the Town's receipt of the Notice of Grievance the head of the department, Superintendent, or their designee or the Town's Director of Human Resources, as applicable, shall meet with the Association representative(s) (the Step 1 Meeting) no later than ten (10) calendar days following the Town's receipt of the Notice of Grievance. All participants shall endeavor in good faith to schedule the meeting as quickly as possible. At all times described herein, including, but not limited to, prior to the filing of the Notice of Grievance and the Step 1 Meeting, the Parties shall maintain open communication regarding the subject of the grievance, and shall endeavor in good faith to attempt a prompt and amicable resolution of the dispute giving rise to the grievance. Within ten (10) calendar days of the Step 1 Meeting if the grievance has not been resolved at the Step 1 Meeting the Town shall issue a written Step 1 Grievance Response stating the Town's position relative to the grievance.



Step 2. If the grievance is not resolved or adjusted to the satisfaction of the Association, the Association representative(s) directly or through counsel for the Association, may present a written Request for a Step 2 Meeting to the First Selectman or Director of Human Resources. The written Request for a Step 2 Meeting shall be presented within either (i) ten (10) calendar days of the receipt of the Step 1 Grievance Response by the Association; –or (ii) if there is no Step 1 Grievance Response, within fifteen (15) calendar days of the Step I Meeting; or (iii) if there is no timely Step 1 Meeting, within fifteen (15) days of the Town’s receipt of the Notice of Grievance. Within ten (10) calendar days after the First Selectman or Director of Labor Relations, if any, receives the written Request for a Step 2 Meeting, the First Selectman or Director of Labor Relations shall meet with the Association representative(s) (the “Step 2 Meeting”) for the purpose of resolving or adjusting the grievance. Within ten (10) calendar days following the Step 2 Meeting the appropriate Town Representative shall answer the grievance in writing (the “Step 2 Grievance Response”).

Step 3. If the grievance is not resolved at Step 2 and was timely filed pursuant to paragraph A above and involves an alleged violation by the Town of an express provision of this Agreement, the Association may, (i) within ten (10) calendar days of its receipt of the Step 2 Grievance Response; or, (ii) if the Town does not produce a Step 2 Grievance Response, any time after twenty (20) calendar days following the Step 2 Meeting; or (iii) if the Step 2 Meeting does not occur, within fifteen (15) calendar days of the date on which the Step 2 Meeting should have been held, present such grievance to the Connecticut Board of Mediation and Arbitration (CBMA) pursuant to the procedures of that Board, or by mutual agreement to the American Arbitration Association (AAA), pursuant to its rules and procedures. A copy of the filing for arbitration must be provided to the Director of Labor Relations, if any, and the Office of the First Selectman, at the same time that it is sent to the Association, or the matter shall not be arbitrable. Provided that the arbitrator shall hear and act upon such dispute insofar as he/she is empowered to do so in accordance with CBMA or AAA rules and the terms of this Agreement, the arbitrator’s decision shall be final and binding upon all parties. The fees of the CBMA, AAA and the arbitrator shall be shared equally by the parties.

B. A Notice of Grievance alleging a violation of Article 5, 7, 11, 13, 14, 17, 18, 24, 25, 27 or termination, suspension without pay, or any issue involving wages or salary shall be filed initially at Step 1 of the procedure specified in Section A of this Article, to the Town’s Director of Human Resources. If the grievance arises in the school system the Notice of Grievance shall be filed with the Town’s Director of Human Resources, with a copy provided to the Superintendent of Schools. In all cases, a copy of the Notice of Grievance shall be filed with the Director of Labor Relations, if any, and the Office of the First Selectman. If said Notice includes a Request for Acceleration the Town’s Director of Human Resources shall meet with the Association Representative(s) for the purpose of resolving or adjusting the grievance within five (5) calendar days from receipt of the Notice. In the event of a Request for Acceleration, if within ten (10) business days of said initial meeting,

the grievance is not resolved to the satisfaction of the Association, the Association Representative(s) may present the Notice of Grievance in accordance with Step 2 procedures specified in Section A above. If the Notice does not contain a Request for Acceleration the time frames as set forth in Step I shall apply.

- C. A grievance that is not resolved at Step 2, may not be submitted to arbitration at Step 3 and shall be deemed waived with no right to arbitration, if the grievance was not initially filed at Step 1 within thirty-five (35) calendar days of the time the employee or the Association knew or should have known of the act, occurrence or event-giving rise to the grievance. If the Town fails to meet within the time limits the Association may submit the grievance at the next step. Should the final day of any time limitation described herein fall on a Saturday, Sunday or holiday observed by the Town the requisite filing or notice shall be due on the next business day.
- D. Any resolution or adjustment of a grievance at any step of the procedures of this Article prior to Step 3 shall be without precedent or prejudice with respect to any other grievance.
- E. During the period that a grievance is pending concerning separation from service or unpaid suspension, the employee shall be entitled to keep his/her insurance as set forth in Article 14 of this Agreement in effect by making payments to the Town of the total amount of the insurance premiums for his/her coverage.
- F. The arbitrator(s) shall have no power to add to, subtract from, or in any way change or modify any of the provisions of this Agreement nor to render any decision which conflicts with a law, ruling or regulation binding upon the Town. The arbitrator(s) shall likewise have no power to imply any obligation upon either the Town or the Association which is not specifically set forth in an express provision of this Agreement. Awards may not be retroactive beyond ninety (90) calendar days prior to the service of the grievance at Step 1.
- G. Any employee who is the subject of the grievance may elect to discontinue the grievance procedure by giving notice to the Association and the Town.
- H. All time limitations as set forth in this Article may be extended by written mutual agreement of the parties.
- I. No permanent employee shall be disciplined or discharged except for just cause, which shall include (a) inefficiency or incompetence, (b) insubordination, (c) misconduct, (d) disability which prevents the employee from performing the essential features of his or her job, (e) other due and sufficient cause.
- J. All Notices and Requests required by this Article 23 may be provided by: i) postage pre-paid mail to the office of the recipient; or ii) email to the official Town email address of the recipient.

**ARTICLE 24  
APPOINTMENTS**

- A. 1) Whenever the Town intends to fill a permanent full-time or part-time vacant or new position in the bargaining unit, it shall post the opening for at least fourteen (14) calendar days for permanent full-time positions and for seven (7) calendar days for permanent part-time positions, during which time any employee who wishes to be considered must notify the Town according to the posting. Following the closing date for filing applications, the Town shall fill any full-time vacant or new position in the bargaining unit by first giving preference to an applicant, based on seniority, who is on a re-employment list for the vacant position followed by a transfer of a current employee in the same position who is qualified to fill the position. In the event there is no re-employment list or qualified transfer, the Town shall fill the full-time position from the appropriate employment register of qualified candidates for such position giving preference to qualified bargaining unit employees, and if there is no qualified employee of the bargaining unit, in such manner as the Town shall determine.

2) To be qualified for transfer, the employee must be a permanent employee in the position posted for transfer and can demonstrate, in a manner to be determined by the Town, that the employee has the technical skills and/or interpersonal skills necessary to perform the functional duties of the position in such department. An employee, who is determined to be qualified pursuant to this paragraph, shall be transferred by the appointing authority. The Town's Director of Human Resources or designee shall certify that an employee is qualified pursuant to this paragraph.

An employee who did not receive a satisfactory or better annual performance evaluation for the review period immediately preceding the transfer posting shall not be eligible for transfer. An employee shall not be eligible to transfer if the employee has received a formal written notice of discipline within the twelve-month period preceding the transfer application. Employees who have received a satisfactory or better annual performance review for the immediately preceding review period shall be eligible to transfer. If the Department Head fails to evaluate an employee for the review period immediately preceding the effective date of the transfer, the employee shall be deemed eligible to apply for the transfer.

3) An employee, who is transferred and is returned to their former position pursuant to paragraph D of this Article, is prohibited from reapplying for transfer to the department to which the employee unsuccessfully transferred for a minimum period of twenty-four (24) months from the date the employee was returned to their former department. For purposes of this paragraph, the Board of Education shall be considered as a single department for an employee that transfers to the Board of Education from outside the Board of Education; and, individual schools shall be considered as individual departments for an employee who transfers within the Board of Education.

- 4) An employee whose name appears on an Employment Register and declines two offers of appointment shall have their name removed from such Employment Register and shall not be eligible for appointment during the life of such Employment Register. In the event an employee's name is removed from the Employment Register such employee shall not be precluded from participating in future examinations for such position.
- B. Should an existing position be reclassified by the Town, the Town shall follow the procedures as provided in Article 4, Paragraph B. If the position being reclassified is not vacant, the employee whose position is being reclassified shall be given first opportunity for the reclassification, provided the employee meets the minimum qualifications for the reclassified position, and, if the Town, in its sole discretion, decides that the reclassification mandates that an examination be given to the employee, the employee can pass the examination.
- C. The Town may fill any vacancy, new position or reclassified position in the bargaining unit by a temporary full-time appointment. Such temporary full-time appointment shall not exceed a six- (6) month period as defined in Article 4 (A) (4). Whenever practical, the Town shall make such temporary full-time appointment by the temporary transfer of a current employee of the unit who is already filling a position in the same title in the same or another Town Department. In the event there is no such person available, then by the temporary promotion of a current employee of the bargaining unit who is qualified to perform the duties of the higher graded position on a temporary basis. This provision shall not apply to any employee who voluntarily participates in any temporary assignment pilot program mutually agreed to by the Association and the Town.
- D. A full-time or part-time employee transferred pursuant to this Article shall complete a three- (3) month trial period. Any employee promoted pursuant to this Article shall complete a six- (6) month trial period. Employees transferred or promoted whose performance during the trial period is determined to be unsatisfactory shall be returned to their former position or to the position held by the least senior employee in their title when their former position no longer exists. In the event an employee is returned to their former position or title pursuant to this section, the only grounds an employee may have to grieve such action shall be a claim that the action is illegal, arbitrary or discriminatory. A full-time or part-time employee serving in a trial period is not eligible to request a transfer.
- E. Newly hired full-time or part-time employee shall serve a six- (6) month probationary period and shall have no right to grieve any discipline or discharge during such probationary period. The probationary period may be extended an additional three (3) months to nine (9) months at the written request of the department head provided the employee and the Association both agree in writing to such extension. A full-time or part-time employee serving in a probationary period is not eligible for transfer.

- F. During the period of suspension of a full-time or part-time employee, or during the period a grievance is pending concerning separation from service, or demotion, the Town may fill the vacancy created only by a temporary appointment.
- G. 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.
- H. In the event job classification surveys are made by questionnaire, each full-time or part-time employee may review his/her own questionnaire and the official comments made by the department head and the member of the survey team.
- I. The Town shall not reduce the hourly compensation rate of a full-time or part-time employee by a change in the title of the position or description of the job classification of the employee's position without a substantial bona fide change in the duties or responsibilities of the employee.
- J. Except as provided for in Paragraphs A, B and C of this Article, no full-time or part-time employee may be transferred without one week's prior notice.
- K. Whenever a full-time or part-time employee's status in the bargaining unit shall change as a result of a Town reorganization or position reclassification, Human Resources shall provide the President of the Association with written notice of the change ten (10) business days prior to the effective date of the change. For purposes of this provision a change in the employee's "status in the bargaining unit" shall mean a change from full-time to part-time status, or removal of the employee from the bargaining unit as a result of the reclassification of the position into another bargaining unit.
- 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 hiring statutory requirements.

## ARTICLE 25 DEDUCTION OF ASSOCIATION DUES

- A. The Association shall notify the Town in writing of the amount of Association dues to be deducted from earnings of bargaining unit employees. The Town shall deduct, from the bi-weekly wages of employees, regular Association dues for those employees who sign authorization cards permitting such deduction. The Town shall remit to the Association monthly the amount of the dues so deducted, provided however no such deduction shall be made from any employee's wages, except when

authorized by the employee on an appropriate form, a copy of which must be submitted to the Town. Such authorization shall be renewed as necessary so long as an agreement exists between the Town and the Association. For those employees who do not elect to become dues paying members of the Association no dues or service fees shall be deducted.

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

## ARTICLE 26 MAINTENANCE OF BENEFITS

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 as an express provision.

## ARTICLE 27 LAYOFF AND RE-EMPLOYMENT

- A. Layoff shall be defined, for the purpose of this Article, as a termination of a permanent 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 the Association of any intended layoffs as soon as possible prior to 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. A copy of such notice shall be sent to the Association. The Department of Human Resources shall provide a copy of the relevant seniority list to the Association at the time the notice of layoff is issued to the Association. The Association may make reasonable requests, in writing, for a position's seniority list from the Department of Human Resources, and the Department of Human Resources shall provide a copy of the requested seniority list within ten (10) business days of its receipt of the request. For the purposes of this Article, a permanent part time employee shall be deemed subject to a layoff if such employee's regularly scheduled hours are reduced to an extent causing the employee to become an unrepresented part-time employee and therefore no longer covered by the terms of the collective bargaining agreement.

In the event the Town eliminates a full time position, full time temporary followed by full time probationary employees in the affected title in that department shall be laid off prior to any permanent full time employee occupying such title in that department. In the event it becomes necessary to lay off a permanent full-time

employee, such layoff shall be affected in reverse order of Town-wide seniority of the permanent full time employees in the affected title in that department. A permanent full time twelve-month employee who is laid off may elect to displace in Town government, the least senior full-time employee in that title in the following order: (i) twelve-month employee in that title, (ii) eleven-month employee in that title, (iii) ten-month employee in that title, (iv) part time twelve-month employee in that title, (v) part-time eleven-month employee in that title, or (vi) part-time ten-month employee in that title. A permanent full-time eleven-month employee who is laid off may elect to displace in Town government the least senior full-time employee in that title in the following order: (i) eleven-month employee in that title, (ii) ten-month employee in that title, or (iii) part-time twelve-month, eleven-month or ten-month employee in that title. A permanent full-time ten-month employee who is laid off may elect to displace in Town government: (i) the least senior full-time ten-month employee in that title, or (ii) the least senior part-time twelve-month, eleven-month or ten-month employee in that title.

In the event the Town eliminates a part-time position, where the incumbent is permanent part-time covered by the Collective Bargaining Agreement, any part-time employee not covered by the Collective Bargaining Agreement, followed by any part-time probationary employee in the affected title in that department, shall be laid off prior to any permanent part-time employee occupying such title in that department. In the event it becomes necessary to lay off a permanent part-time employee, such layoff shall be affected in reverse order of Town-wide seniority of the permanent part-time employees in the affected title in that department. A permanent part-time twelve-month employee who is laid off may elect to displace in Town government the least senior part-time twelve-month, eleven-month or ten-month employee in that title. A permanent part-time eleven-month employee who is laid off may elect to displace in Town government the least senior part-time eleven-month or ten-month employee in that title. A permanent part-time ten-month employee who is laid off may elect to displace in Town government the least senior part-time ten-month employee in that title.

- B. A permanent twelve-month full time employee who is laid off or accepts, as an alternative to layoff, an eleven-month, ten-month, part-time position or a position not covered by the Collective Bargaining Agreement shall be placed on a re-employment list for the twelve-month full time title from which they were laid off. A permanent eleven-month employee who is laid off or accepts, as an alternative to layoff, a ten-month position, a part-time position or a position not covered by the Collective Bargaining Agreement shall be placed on a re-employment list for the eleven-month full-time title from which they were laid off. A permanent ten-month employee who is laid off or accepts, as an alternative to layoff, a part-time position or a position not covered by the Collective Bargaining Agreement shall be placed on a re-employment list for the ten-month full-time title from which they were laid off. A permanent part-time employee who is laid off or accepts, as an alternative to layoff, a position not covered by the Collective Bargaining Agreement shall be placed on a re-employment list for the part-time title from which they were laid off.

The Town shall provide the Association with a copy of the applicable re-employment list within ten (10) business days of an employee, who is a member or former member of the Association as described herein, being added to or removed from the list.

Each employee placed on a re-employment list pursuant to Article 27 shall remain on the list for twenty-four (24) months from the date of the layoff, from the date of transfer to a position not covered by the Collective Bargaining Agreement or from the date the employee is transferred to a position of fewer months employment (i.e. 12 to 11 or 10 months). Employees listed on the re-employment list shall be given preference by the Town to fill vacancies in such title or in a Comparable Position (defined below) prior to the Town offering the vacant position to those listed on a general employment register. Offers of re-employment shall be made in writing by the Town, with a copy to the Association, on a seniority basis among the individuals on the re-employment list. An individual who declines an appointment or fails to respond to an offer of re-employment within seven (7) days of the receipt of such offer shall be removed from the re-employment list. The Town shall provide written notice to the Association within ten (10) business days of an individual being removed from a re-employment list including the reason for such removal.

An employee, who has been notified of a layoff, may test for positions for which the Town deems him/her to be qualified, notwithstanding the close of the application filing period but prior to the establishment of an employment register. It shall be the employee's responsibility to become aware of examination announcements and submit a complete and timely application for such position(s). An employee on a re-employment list shall be considered for any temporary work that may be available within his or her former department for which he or she is qualified to perform prior to hiring a temporary employee.

- C. For the purpose of this provision, a position is "Comparable Position" to the one the employee held prior to layoff provided:
1. If the employee was full time, the proposed position is full time in the same title.
  2. If the employee was in a twelve-month position, the proposed position is a twelve-month, eleven-month or ten-month position; if the employee was in an eleven-month position, the proposed position is an eleven-month or ten-month position; and if the employee was in a ten-month position, the proposed position is a ten-month position.
  3. If the employee was part-time, the proposed position is in the same title and is at the same benefit level under Article 4, Section C.



- D. In the event that the Town eliminates a full-time or part-time position that is standalone, meaning the incumbent does not currently hold a title that renders him/her eligible to displace a less senior employee pursuant to Article 27.A, then the incumbent shall be eligible for the following:
1. If immediately prior to filling the standalone position, the incumbent held another GMEA title, the incumbent shall be eligible for reemployment into a vacancy in their previously held title, provided that the incumbent meets the current qualifications of the vacant position; except as otherwise provided in the memorandum dated December 14, 2015, regarding the Administrative Assistant title, or such other similar subsequent memorandum that may be agreed to by the parties. If there is no immediate vacancy in their aforementioned prior title, the incumbent will also, simultaneously, be placed on the reemployment list for the prior title for twenty-four (24) months. Accordingly, if a vacancy becomes available in the incumbent's prior title during their time on the reemployment list, they are eligible for appointment to this position in accordance with this paragraph as long as there are no other more senior employees also on the reemployment list for the same former position. If the incumbent is appointed to the prior title in a different department from where he/she was previously employed, they will serve a three (3) month trial period, and in the event the employee's performance is determined to be unsatisfactory during the three (3) month trial period, the employee shall be terminated and his or her name shall be reinstated on the reemployment lists for both the standalone position and the previously held title for the duration of the twenty-four (24) month period.
  2. If the incumbent is not eligible for reemployment pursuant to paragraph 1 (above), then the incumbent shall be placed on the reemployment list for twenty-four (24) months for the eliminated position. During this time on the reemployment list, the incumbent is eligible to apply and test for any GMEA positions that are posted by the Town for which the incumbent is qualified, and upon passing such examination and being certified to the resulting eligible list, shall receive priority to fill the vacancy subject to the seniority of other similarly qualified GMEA reemployment list candidates eligible for the position. Those candidates appointed to a position pursuant to this provision will serve a six (6) month trial period, and in the event the employee's performance is determined to be unsatisfactory during the six (6) month trial period, the employee shall be terminated and his or her name shall be reinstated on the reemployment list for the duration of the twenty-four (24) month period.
  3. Notwithstanding paragraphs 1 and 2 above, part-time employees shall not be allowed to bump full-time employees or bump into full-time position(s).

- E. For purposes of this Article, seniority shall be defined as follows:

For regular full-time employees:

(i) All Town consecutive service as a regular full-time employee, with the Town, and

(ii) All prior Town Service as a regular full-time employee where the break in Town service is less than the employee's total Town service as a regular full-time employee.

For regular part-time employees:

(i) All Town consecutive service as a regular part-time employee with the Town, and

(ii) All prior Town Service as a regular part-time employee where the break in Town service is less than the employee's total Town service as a regular part-time employee.

- F. Periods of unpaid leave in excess of seven (7) calendar days shall be excluded in calculating an employee's seniority except if such leave is approved as FMLA leave.

## ARTICLE 28 MISCELLANEOUS

- A. Nothing contained in this Agreement shall reduce by implication any management right or prerogative, and the Town shall retain all such rights and prerogatives, except as abridged or modified by an express provision of this Agreement, applicable statutes or ordinances or the Town's Human Resources Policy Manual as may be amended by the Town from time to time.
- B. Any party may act by means of an authorized representative.
- C. The Association hereby agrees to cooperate fully in any and all efforts by the Town to improve service to the public via improved and more efficient and/or effective methods of operation. It is further agreed that the cooperation of all employees is necessary and that the Association shall encourage such cooperation towards achievement of increased and improved productivity; towards effective use of manpower and equipment; and towards improved methods of operation. This pledge of cooperation is made in the interests of providing the citizens of Greenwich with the best and most cost effective government services possible.
- D. Should any part of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of

competent jurisdiction, such invalidation of such part of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

- E. Direct Deposit: All employee reimbursements from the Town including but not limited to transportation, automobile, tuition, conferences, seminars, professional development, etc. shall be made by direct deposit to the employee's financial institution.
- F. Food Service: Without either side committing to any definitive terms at the time of this Agreement or any commitment to arrive at an accord, the Town and the Association agree to pursue negotiations concerning the outsourcing of food services at the Greenwich Public Schools and the Greenwich Senior Center upon the Town providing a definitive proposal to the Association relating to the terms and conditions of such outsourcing.

#### **ARTICLE 29 SUBSTANCE ABUSE TESTING**

The Town's "Drug and Alcohol Free Workplace" section 8.9 of the Human Resources Policy Manual is made part of this Agreement.

#### **ARTICLE 30 EMPLOYEE EVALUATIONS**

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

- A. The performance review evaluation form used by the Town shall include a section for the employee to respond to the evaluation.
- B. 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 employee's evaluation.
- C. Employees shall be given a copy of their performance evaluation review.

#### **ARTICLE 31 COMPLIANCE WITH FMLA AND ADA**

The parties agree that the Town may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA) in order to be in compliance with such Acts.

**ARTICLE 32  
EFFECTIVE DATE, RETROACTIVITY AND DURATION**

- A. The provisions of this Agreement shall become effective on the date the Agreement is approved by the Representative Town Meeting except as other effective dates are specifically set forth herein. Any provisions of this Agreement which are expressly designated as retroactive shall be retroactive for employees and retirees, but not for former employees who have been terminated or have resigned prior to the date on which the Agreement is signed by both parties. Implementation of the General Wage Increase specified in Article 5.B shall be retroactive to July 1, 2019.
- B. The term of this Agreement shall be for a four (4) year period commencing retroactively on July 1, 2019 and terminating on June 30, 2023, except as other effective dates are expressly set forth herein. All matters subject to collective bargaining between the parties have been covered in this Agreement, and neither this Agreement nor any part of it may be opened prior to its expiration date for changes in its terms, or addition of new subject matter, except by consent of both parties, and as provided in this Agreement, and except that in the event that a new classification is added to the bargaining unit then this Agreement may be reopened by either party as to wages, hours, or other working conditions pertaining to such new classification only.
- C. The Town and the Association shall meet to commence negotiations for a successor Agreement on or prior to December 1 preceding the expiration date of this Agreement. The parties, by mutual consent, shall have the ability to extend or modify any deadline affecting the progress of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands.

**GREENWICH MUNICIPAL  
EMPLOYEES ASSOCIATION**

By

Linda Marini

Linda Marini  
President

11/23/20  
Date Signed

By

Mark P. Santagata  
Attorney

11/20/2020  
Date Signed

**TOWN OF GREENWICH**

By

Fred Camillo

Fred Camillo  
First Selectman

12.9.2020

**APPENDIX A**  
**INDIVIDUAL GROUP PROVISIONS**

**A. Employees of Greenwich Libraries:**

1. For each full-time employee of the libraries, the standard workweek shall be thirty-five (35) hours, Monday through Saturday.
2. All work performed on Sunday shall be compensated at one and one-half (1 1/2) times the regular rate.
2. 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.

**B. Parks and Recreation Department:**

The standard workweek for golf course employees shall not be limited to thirty seven and one-half (37.5) hours per week, but shall be the number of hours required properly to perform the assignment; provided, however, that the employees shall be entitled to compensatory time off (as selected by the employee and approved by the department head subject to the reasonable needs of the department) for all hours worked in excess of thirty-five (35) hours per week.

## **APPENDIX B**

### **SALARY GROUP ALLOCATION**

#### **Salary Grade A**

Accounts Payable Coordinator  
 All-Trade Inspector  
 Assistant to Commissioner of Human Services  
 Assistant to the Deputy Superintendent of Schools  
 Assistant to the Director of Parks & Recreation  
 Assistant to the Director of Planning and Zoning  
 Assistant of the Executive Director of Nathaniel Witherell  
 Assistant to the Principal GHS  
 Assistant to the Superintendent of Schools  
 Assistant Town Clerk  
 Building Construction Inspector  
 Building Electrical Inspector  
 Building Plumbing Inspector  
 Business Operations Supervisor  
 Business Operation Supervisor Parks & Rec.  
 Contract Coordinator, Town  
 Customer Service Supervisor Parks and Rec.  
 Environmental Hygienist  
 Engineering Inspector  
 Engineering Technician  
 Instructional Technology Supervisor  
 Legal Office Supervisor  
 Personal Property Appraiser  
 Real Estate Appraiser  
 Zoning Inspector

#### **Salary Grade B**

Administrative Assistant – General  
 Administrative Assistant - Schools  
 Administrative Assistant – Police Programs  
 Administrative Assistant – General (Bilingual Spanish)  
 Administrative Assistant-Schools (Bilingual Spanish)  
 Coordinator  
 Assessment Technician  
 Contracts Coordinator, BOE  
 Electronics Technician  
 Employee Benefits Technician  
 Engineering Division Assistant  
 Facilities Technical Assistant  
 Highway Division Assistant  
 HRIS Technician  
 Human Resources Technician BOE  
 Parking Enforcement Supervisor  
 Public Health Dental Hygienist  
 Production Technician, Theatre

Pupil Personnel Services Assistant  
 Reproduction Center Manager  
 Supervising Homemaker  
 Traffic Operations Coordinator

#### **Salary Grade C**

Assistant Registrar of Vital Statistics  
 Accounting Clerk II  
 Animal Control Officer  
 Customer Service Representative – Commission on Aging  
 Customer Service Representative – Human Resources  
 Customer Service Representative – Parks & Recreation  
 Customer Service Representative – Public Works  
 Customer Service Representative – Selectman's Office  
 Fleet Operations Assistant  
 IT Support Technician – Greenwich Library  
 IT Support Technician  
 Land Use Clerk  
 Library Technical Assistant  
 Library Technical Assistant - Administration  
 Legal Assistant II  
 Parking Services Accounting Clerk  
 Police Scheduling Coordinator  
 Print Shop Technician  
 Property and Evidence Clerk  
 Public Safety Dispatch Telecommunicator, Lead  
 School Activity Fund Clerk  
 Tax Collection Clerk  
 Treasury Clerk  
 Treasury Revenue Clerk

#### **Salary Grade D**

Administrative Clinical Clerk  
 Administrative Staff Assistant II  
 Administrative Staff Assistant II (Bilingual Spanish)  
 Building Inspection DPW Staff Assistant  
 Environmental Affairs Staff Assistant  
 Legal Assistant I  
 Medical Records Clerk Specialist  
 PPS Data Specialist  
 Procurement Staff Assistant  
 Public Safety Dispatch Telecommunicator

**Salary Grade E**

Accounting Clerk I  
Assistant Registrar of Voters  
Library Clerk  
Media Assistant  
Parking Enforcement Officer

**Salary Grade F**

Administrative Staff Assistant I  
Recreation Aide II  
School Health Services Clerk  
Weighmaster

**Salary Grade G**

Homemaker/Home Health Aide  
Mail Room Clerk  
Recreation Aide I  
Social Service Aide  
Switchboard Operator/Receptionist

**Salary Grade H**

Food Service Worker, Town

## **APPENDIX C**

### **WAGE SCHEDULE**

Salary Grade	Steps	7/1/2019	7/1/2020	7/1/2021	7/1/2022
A	1	\$37,4193	\$37,4193	\$38,1677	\$38,9883
	2	\$39,2007	\$39,2007	\$39,9847	\$40,8444
	3	\$40,9828	\$40,9828	\$41,8024	\$42,7012
	4	\$42,7648	\$42,7648	\$43,6201	\$44,5579
	5	\$44,5469	\$44,5469	\$45,4378	\$46,4147
	6	\$46,3289	\$46,3289	\$47,2555	\$48,2715
	7	\$48,1110	\$48,1110	\$49,0732	\$50,1283
	8	\$49,8931	\$49,8931	\$50,8910	\$51,9851
	9	\$51,6737	\$51,6737	\$52,7072	\$53,8404
B	1	\$33,3880	\$33,3880	\$34,0558	\$34,7880
	2	\$34,9784	\$34,9784	\$35,6780	\$36,4450
	3	\$36,5686	\$36,5686	\$37,3000	\$38,1020
	4	\$38,1583	\$38,1583	\$38,9215	\$39,7583
	5	\$39,7479	\$39,7479	\$40,5429	\$41,4146
	6	\$41,3382	\$41,3382	\$42,1649	\$43,0715
	7	\$42,9278	\$42,9278	\$43,7864	\$44,7278
	8	\$44,5181	\$44,5181	\$45,4084	\$46,3847
	9	\$46,1084	\$46,1084	\$47,0306	\$48,0417
C	1	\$29,9623	\$29,9623	\$30,5616	\$31,2186
	2	\$31,3889	\$31,3889	\$30,0166	\$32,7050
	3	\$32,8162	\$32,8162	\$33,4725	\$34,1922
	4	\$34,2421	\$34,2421	\$34,9270	\$35,6779
	5	\$35,6994	\$35,6694	\$36,3828	\$37,1650
	6	\$37,0967	\$37,0967	\$37,8387	\$38,6522
	7	\$38,5227	\$38,5227	\$39,2931	\$40,1379
	8	\$39,9499	\$39,9499	\$40,7489	\$41,6250
	9	\$41,3765	\$41,3765	\$42,2041	\$43,1115
D	1	\$27,0063	\$27,0063	\$27,5464	\$28,1387
	2	\$28,2925	\$28,2925	\$28,8584	\$29,4788
	3	\$28,5787	\$29,5787	\$30,1703	\$30,8190
	4	\$30,8649	\$30,8649	\$31,4822	\$32,1591
	5	\$32,1505	\$32,1505	\$32,7935	\$33,4985
	6	\$33,4360	\$33,4360	\$34,1047	\$34,8379
	7	\$34,7222	\$34,7222	\$35,4166	\$36,1781
	8	\$36,0084	\$36,0084	\$36,7286	\$37,5182
	9	\$37,2946	\$37,2946	\$38,0405	\$38,8584

Quartiles not shown



APPENDIX C, continued  
WAGE SCHEDULE

Salary Grade	Steps	7/1/2019	7/1/2020	7/1/2021	7/1/2022
E	1	\$24,4531	\$24,4531	\$24,9421	\$25,4784
	2	\$25,6181	\$25,6181	\$26,1305	\$26,6923
	3	\$26,7830	\$26,7830	\$27,3187	\$27,9061
	4	\$27,9467	\$27,9467	\$28,5056	\$29,1185
	5	\$29,1117	\$29,1117	\$29,6939	\$30,3323
	6	\$30,2759	\$30,2759	\$30,8814	\$31,5454
	7	\$31,4402	\$31,4402	\$32,0690	\$32,7585
	8	\$32,6046	\$32,6046	\$33,2567	\$33,9717
	9	\$33,7695	\$33,7695	\$34,4449	\$35,1855
F	1	\$22,1697	\$22,1697	\$22,6131	\$23,0993
	2	\$23,2250	\$23,2250	\$23,6895	\$24,1989
	3	\$24,2812	\$24,2812	\$24,7668	\$25,2993
	4	\$25,3359	\$25,3359	\$25,8426	\$26,3982
	5	\$26,3920	\$26,3920	\$26,9199	\$27,4986
	6	\$27,4481	\$27,4481	\$27,9970	\$28,5990
	7	\$28,5034	\$28,5034	\$29,0735	\$29,6986
	8	\$29,5596	\$29,5596	\$30,1508	\$30,7990
	9	\$30,6142	\$30,6142	\$31,2265	\$31,8979
G	1	\$20,2883	\$20,2883	\$20,6941	\$21,1390
	2	\$21,2539	\$21,2539	\$21,6790	\$22,1451
	3	\$22,2211	\$22,2211	\$22,6655	\$23,1528
	4	\$23,1867	\$23,1867	\$23,6504	\$24,1589
	5	\$24,1531	\$24,1531	\$24,6362	\$25,1658
	6	\$25,1188	\$25,1188	\$25,6212	\$26,1721
	7	\$26,0844	\$26,0844	\$26,6061	\$27,1781
	8	\$27,0516	\$27,0516	\$27,5926	\$28,1858
	9	\$28,0172	\$28,0172	\$28,5775	\$29,1919
H	1	\$18,5418	\$18,5418	\$18,9126	\$19,3193
	2	\$19,4247	\$19,4247	\$19,8132	\$20,2392
	3	\$20,3075	\$20,3075	\$20,7136	\$21,1590
	4	\$21,1903	\$21,1903	\$21,6141	\$22,0788
	5	\$22,0737	\$22,0737	\$22,5152	\$22,9993
	6	\$22,9566	\$22,9566	\$23,4518	\$23,9192
	7	\$23,8394	\$23,8394	\$24,3162	\$24,8390
	8	\$24,7222	\$24,7222	\$25,2166	\$25,7588
	9	\$25,6051	\$25,6051	\$26,1172	\$26,6787

Quartiles not shown

**APPENDIX D**  
**BOARD OF EDUCATION**  
**FOOD SERVICE EMPLOYEES**  
**WAGE SCHEDULE**

Classifications	Salary Grade	Step	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Food Production Coordinator	1	1	\$27.4995	\$27.4995	\$28.0495	\$28.6525
		2	\$29.6205	\$29.6205	\$30.2130	\$30.8625
		3	\$31.7429	\$31.7429	\$32.3778	\$33.0739
		4	\$33.8620	\$33.8620	\$34.5392	\$35.2818
		5	\$35.9818	\$35.9818	\$36.7014	\$37.4509
Cook II	2	1	\$22.2142	\$22.2142	\$22.6584	\$23.1456
Head Cashier		2	\$23.6661	\$23.6661	\$24.1395	\$24.6585
		3	\$25.1209	\$25.1209	\$25.6233	\$26.1742
		4	\$26.5741	\$26.5741	\$27.1056	\$27.6884
		5	\$28.0316	\$28.0316	\$28.5992	\$29.2070
Cook I	3	1	\$21.1554	\$21.1554	\$21.5785	\$22.0424
		2	\$22.5396	\$22.5396	\$22.9903	\$23.4846
		3	\$23.9244	\$23.9244	\$24.4029	\$24.9275
		4	\$25.3085	\$25.3085	\$25.8147	\$26.3697
		5	\$26.6968	\$26.6968	\$27.2307	\$27.8162
Food Service Worker	4	1	\$18.8994	\$18.8994	\$19.2773	\$19.6918
		2	\$19.4644	\$19.4644	\$19.8537	\$20.2805
		3	\$20.0266	\$20.0266	\$20.4272	\$20.8664
		4	\$20.5896	\$20.5896	\$21.0014	\$21.4529
		5	\$21.1526	\$21.1526	\$21.5757	\$22.0395

Quartiles not shown

**APPENDIX E**  
**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
Pre-Existing	None

**APPENDIX F**  
**Public Safety Telecommunicator**  
**Terms and Conditions of Employment**

The Town recognizes to the Greenwich Municipal Employees Association the classifications of Public Safety Telecommunicator (Dispatcher) and Lead Public Safety Telecommunicator (Lead Dispatcher). Individuals employed by the Town in these classifications shall be covered by the terms of the Town/GMEA collective bargaining agreement except as modified herein. Any reference to Dispatcher shall include both Lead Public Safety Dispatcher and Public Safety Dispatcher except as otherwise expressly stated.

A. 1) In lieu of Article 7 (Hours and Workweek) of the collective bargaining agreement, the workday shall consist of eight consecutive hours. There shall be a thirty-minute paid meal period during which the Dispatcher shall be relieved from work when practical; however, the Dispatcher shall remain on the premises and be available to return to work if required except that in the sole discretion of the chief, a Dispatcher may leave the premises during such meal period conditioned on the following: i) the department shall be able to communicate with the Dispatcher either by cell phone or other electronic device, ii) the Dispatcher is required to return to his/her workstation within the thirty-minute meal period, and iii) if required to return to his/her workstation during the meal period the Dispatcher shall promptly return within a reasonable period of time.

2) The work cycle shall consist of five consecutive days of work and two consecutive days off immediately followed by five consecutive days of work and three consecutive days off (5/2 5/3). In addition, each Dispatcher and Lead dispatcher shall be required to work an additional four and one-half days annually to be scheduled in advance by the department. The work schedule shall consist of a rotation of five-day shifts, five-late shifts and five-night shifts but may include a steady midnight schedule in the discretion of the department. A day shift shall begin prior to 11:00 a.m., a late shift shall begin prior to 7:00 p.m. and a night shift shall begin prior to 3:00 a.m. The Town shall have the authority to set and change the hours of work, including starting and quitting times to meet the needs and operations of the department. The starting and quitting time may vary among Dispatchers assigned to the same shift to meet the needs and operations of the Town. The Chief of Police retains the discretion to authorize work schedules other than the rotating schedule set forth in this paragraph to meet the operational needs of the Town.

B. A Dispatcher who is unable to report to work as scheduled is required to contact a designated Town representative at least three hours prior to the scheduled starting time of the Dispatcher's shift. A Dispatcher who does not provide the required three-hour advance notice shall be required to provide the Town with sufficient cause as to why s/he was unable to meet this requirement.

C. A Dispatcher shall be required to report to work dressed in the appropriate uniform or other attire as determined by the Town, and at all times during working hours be so attired.

D. Employees represented by the Silver Shield Association may be assigned on an as needed basis to perform public safety dispatcher duties as such duties are defined in the Dispatcher job description when dispatchers are not present to answer calls. Silver Shield Association employees

shall only be permitted to cover for trained dispatch personnel until trained dispatch personnel become available to assume their regular duties. In no event shall non bargaining unit employees be used in the avoidance of overtime for bargaining unit members.

E. Dispatchers shall be paid at the time and one-half rate of their straight time hourly rate for all hours worked in excess of their regular eight (8) hour workday or forty (40) hour work week. A dispatcher shall not work more than sixteen (16) consecutive hours except during a bona fide emergency when there are no other qualified dispatchers to work dispatch. A dispatcher who works sixteen (16) or more consecutive hours shall be provided with a minimum of eight hours of time off before the dispatcher may resume work. A dispatcher who is provided with mandatory time off following an extended shift pursuant to this provision, shall not be deemed to have taken time off for non-occupational illness or injury (sick leave) pursuant to Article 8 (A) and shall be entitled to overtime compensation for excess time worked beyond his or her standard eight (8) hour workday, or standard forty (40) hour workweek. A dispatcher shall be paid at the double time rate of pay for each consecutive hour worked in excess of sixteen consecutive hours. In the event a dispatcher while off duty, is required to report to work for an unscheduled shift on such day off, and is thereafter involuntarily held over for a second consecutive shift, such dispatcher shall be paid at the double time rate of pay for each hour worked on the second consecutive shift and any consecutive shift, or portion thereof, worked thereafter.

F. In lieu of the provisions of Article 10 (Holidays) of the collective bargaining agreement Dispatchers shall receive an annual payment that is the equivalent of twelve (12) day's pay at the straight time rate of pay. The annual payment shall be made in two six-day installments to be paid on the first Friday in June and on the first Friday in December of each year. Payments shall be pro-rated for Dispatchers who did not work the entire holiday payment period.

G. Article 8(B) (Shift Differential) of the collective bargaining agreement shall be applied in the following manner: the Dispatcher's late shift shall be considered the second shift and the Dispatcher's night shift shall be considered the third shift.

H. This Paragraph H shall expire and become null and void on June 30, 2009, except as to retired TOG police officers employed as dispatchers prior to such date.

1. A former Town of Greenwich (TOG) police officer receiving his or her retirement allowance from the Town of Greenwich Retirement System (the "Retirement System") may be appointed by the Town as a Public Safety Dispatcher or Senior Public Safety Dispatcher (Dispatcher) subject to the following conditions:

a. A TOG police officer who meets the minimum qualifications for the position, is able to perform the essential duties of the position and who has previous experience as a TOG police dispatcher may be appointed as a Public Safety Dispatcher notwithstanding the provisions of Article 24 (Appointments) of the collective bargaining agreement or the TOG's pre-employment testing process.

b. A retired TOG police officer with no previous experience as a TOG police dispatcher shall have his or her appointment as a Public Safety Dispatcher subject to Article

24 of the collective bargaining agreement and to the TOG's pre-employment testing process. All appointments to Senior Public Safety Dispatcher shall be subject to Article 24 of the collective bargaining agreement and the TOG's pre-employment testing process.

2. A retired TOG police officer appointed as a Dispatcher shall be covered by the terms and conditions of the GMEA collective bargaining agreement as modified by paragraphs A through F above and as further modified by this Paragraph G (2).

a. A retired TOG police officer appointed as a Dispatcher shall continue to receive his or her retirement allowance under the Retirement System.

b. Notwithstanding Article 17 of the collective bargaining agreement the retired TOG police officer shall not be eligible to actively participate in, and shall not accrue additional benefits under, the Retirement System during his or her period of employment as a Dispatcher. Such retired TOG police officer's retirement allowance shall have been determined as of the date of his or her retirement from police service, and subsequent years of service and compensation as a Dispatcher shall not alter the amount of such retirement allowance.

c. The retired TOG police officer shall be eligible to participate in the TOG's 401-k and/or 457 plans pursuant to the terms of Article 26 of the collective bargaining agreement and in accordance with the terms and conditions and restrictions under such plans.

d. The retired TOG police officer shall receive the medical benefits as provided to other GMEA covered employees pursuant to Article 14 of the collective bargaining agreement in lieu of any retiree medical benefits that the former police officer may be eligible to receive from his TOG services as a police officer. Upon subsequent separation of service from the TOG, the retired TOG police officer may elect to receive the retiree medical benefits earned as a police officer (based on his or her years of service as a police officer), or the retiree medical benefits provided pursuant to the terms of Article 14 (E) of the collective bargaining agreement (based on his or her years of service as a public safety dispatcher), if any.

e. The retired TOG police officer shall have the option at time of retirement as a TOG police officer to carryover all or a portion of unused vacation accruals in lieu of receiving payment for such unused vacation accruals. In no event shall the retired TOG police officer's unused vacation accruals, including any vacation accruals carried over pursuant to this paragraph, exceed the maximum accruals limits provided for in Article 12(E) of the collective bargaining agreement.

I. This Agreement together with the Town/GMEA collective bargaining agreement constitutes the entire agreement of the parties establishing the terms and conditions of employment for individuals employed as Dispatchers. Any other agreements, understandings or promises, either oral or in writing, are hereby terminated and made null and void.

J. The duties and responsibilities of “Communication Training Officer” are part of the job requirements of a Lead Dispatcher. In the event a Dispatcher is directed to, and performs, the duties of a “Communications Training Officer” the Dispatcher shall be paid a training stipend in an amount equal to one and one-half the Dispatcher’s hourly rate for each day s/he performs such duties in lieu of the provisions of Article 9 of the collective bargaining agreement. The training stipend shall be paid with the bi-weekly payroll. A Lead Dispatcher or Dispatcher who becomes certified as a “Communications Training Officer” shall be eligible to receive an annual five hundred (\$500) dollar stipend. To be eligible to receive the stipend, a current and valid certification must be on file with the Department at the time the stipend is paid. The stipend shall first be paid in the December holiday payroll following the initial certification as a Communications Training Officer. Thereafter the Communications Training Officer stipend shall be paid annually with the December holiday payroll. The stipend shall be included in pensionable earnings.