

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF WILTON

AND

TEAMSTERS UNION LOCAL 145

Effective July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

I	UNION RECOGNITION	1
II	PROBATION	1
III	HOURS	1
IV	SENIORITY	2
V	OVERTIME AND PREMIUM	3
VI	HOLIDAYS	3
VII	VACATIONS	4
VIII	PERSONAL LEAVE	5
IX	GRIEVANCE PROCEDURE	5
X	MILITARY SERVICE	6
XI	SICK LEAVE	6
XII	FUNERAL LEAVE	7
XIII	UNION BUSINESS	8
XIV	WELFARE	8
XV	PENSION	9
XVI	UNION ACTIVITY PROTECTED	12
XVII	SAVINGS CLAUSE	12
XVIII	WORK CLASSIFICATIONS/WAGES	13
XIX	LONGEVITY	14
XX	SAFETY STIPEND	15
XXI	DURATION OF AGREEMENT	15

XXII	POLICIES	15
XXIII	MAINTENANCE OF MEMBERSHIP	17
XXIV	LICENSE AND CERTIFICATIONS	18
XXV	TRAINING	19
	MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WILTON AND TEAMSTERS LOCAL 145	21
	SIDE LETTER OF UNDERSTANDING	22
	TECHNOLOGY POLICY	

AGREEMENT

Agreement entered into by and between the *TOWN OF WILTON, CONNECTICUT*, hereinafter designated as the "Town" and *TEAMSTERS UNION LOCAL 145*, affiliated with the International Brotherhood of Teamsters, hereinafter designated as the "Union" on behalf of the employees identified in Article I below, now employed and hereafter to be employed.

ARTICLE I UNION RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit consisting of all employees operating out of the Highway Garage and working under the supervision and/or control of the Department Head, except part-time employees working less than twenty (20) hours per week and seasonal employees; excluding supervisors, foremen and office-clerical personnel.

ARTICLE II PROBATION

All new employees, and all newly-promoted employees, shall be subject to a probationary period of six (6) months. A newly-hired probationary employee may be released by the Town without cause, without hearing, and without recourse by the Union. Any employee promoted for a probationary period and found to be unsatisfactory during such period shall be reinstated to his/her previous position, or equivalent, without loss of seniority, rank, grade, or pay of his/her previous position. An employee who has satisfactorily completed his/her probationary period shall be entitled to the full rights and protection of this Agreement.

The final decision to release probationary employees shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure.

ARTICLE III HOURS

(a) Normally, the daily work schedule for an employee shall be from 7:00 a.m. to 3:30 p.m., with one half (1/2) hour for lunch. Wash-up time shall be provided as follows: At lunch - five (5) minutes. At quitting time - ten (10) minutes. The normal work week shall be Monday to Friday, both inclusive.

(b) Work assignments beyond the employee's normally scheduled work day or work week, except in emergency situations, shall be made with at least three (3) hours advance notice by authorized personnel.

(c) There shall be a "call-back" guarantee of four (4) hours pay at the rate of time and one half (1-1/2).

(d) There shall be "stand-by pay" at the rate of time and one-half (1-1/2) commencing when notification to stand-by is given until release from stand-by or unless called in at a certain time, in which case "c" above will apply.

ARTICLE IV SENIORITY

(a) With respect to layoff, seniority shall mean continuous service with the Town in the Highway Department, computed from the day of employment in the bargaining unit.

(b) In the event of layoff and subsequent recall of employees, the Town will layoff and recall on the basis of seniority, as defined in Paragraph "a", provided the employees have the ability to do the work that may then be required. The decision as to the employees' ability to do the remaining work shall be made in the sole discretion of the Town.

(c) The Town shall provide the Union with an up-to-date Seniority List annually upon the anniversary date of this Agreement.

(d) All seniority rights shall be forfeited by:

(1) Voluntary quitting of employment;

(2) Discharge for cause;

(3) Layoff in excess of six (6) months for employees with no more than five (5) years of continuous service at time of layoff;

(4) Layoff in excess of one (1) year for employees with more than five (5) years of continuous service at time of layoff;

(5) Failure to report to work from layoff within five (5) work days after the Town has mailed, by Certified Mail - return receipt requested, notice of recall; and

(6) Absence for five (5) days without notice.

(e) The Town shall give the Union and the employees involved at least two (2) weeks notice, in writing, of all proposed layoffs.

ARTICLE V
OVERTIME AND PREMIUM

(a) Time and one half, namely 1-1/2 times the employee's normal hourly rate of pay, shall be paid in the following instances:

(1) All work performed in excess of forty (40) hours in any work week, as described in Article III.

(2) All hours worked on sixth (6th) consecutive day worked are paid for at one and one half (1-1/2) times regular straight time rate. All hours worked on seventh (7th) consecutive day worked are paid for at two (2) times regular straight time rate. All hours worked on Sunday will be paid for at two (2) times the regular straight time rate.

(b) All work performed on the holidays hereinafter specified, with the exception of Christmas and New Year's Day, shall be paid for at one and one-half (1-1/2) times the straight time rate in addition to the holiday pay as specified in Article VI. All work performed on Christmas and New Year's Day shall be paid for at two (2) times the straight time rate in addition to the holiday pay as specified in Article VI.

(c) Overtime work shall be divided equally, as far as practicable, by rotation on a seniority basis, subject to the employee's ability, as determined by the Department Head, to perform the required work. Any employee who refuses to perform overtime shall be dropped to the bottom of the overtime rotation list. However, the junior man on the list must perform the overtime work when offered under penalty of discharge.

(d) There shall be no pyramiding of overtime.

(e) An employee shall be subject to discipline for refusing to report for an emergency unless excused by a supervisor. Failure to respond to an emergency call-back within a reasonable amount of time shall constitute a refusal to report for an emergency.

ARTICLE VI
HOLIDAYS

(a) Each year, the Selectmen will affirm a holiday schedule, reserving the right to substitute the holidays for the convenience of the public. The total, however, in any calendar year is twelve (12) holidays.

(b) The following twelve (12) holidays per year shall be observed as days off with full pay:

New Year's Day

Memorial Day

Thanksgiving Day

Martin Luther King Day
Good Friday

Independence Day
Labor Day

Day after Thanksgiving
Christmas Day

The three (3) remaining holidays per year shall be determined by the Board of Selectmen on an annual basis. The three (3) holidays shall consist of two (2) recognized holidays and one (1) floating holiday.

Each employee shall be paid for said holidays at straight time rate of pay provided the employee is not absent without authorization either on the day immediately preceding or the day immediately following the holiday.

If one of said holidays falls either on an employee's scheduled day off (where staggered work weeks are scheduled) or during the employee's vacation period, another day off may be granted in lieu of the holiday with the approval of the Department Head.

Employees assigned to work at the Transfer Station shall receive eight (8) paid holidays and shall work the four (4) remaining holidays of the schedule determined by the Board of Selectmen on an annual basis and shall receive four (4) days off in lieu of these holidays. If a Transfer Station employee is called in to work on one of their days off in lieu of a holiday, he shall receive holiday premium pay. If a Transfer Station employee wishes to take off one of the four (4) holidays when he is scheduled to work in accordance with this provision, this time off shall be charged as a vacation day, and he will also have one (1) day in lieu of this holiday available to him.

(c) In the event any of the above-mentioned holidays falls on a non-scheduled work day, the Department Head shall determine if such holiday will be observed on the day before, or if some other day shall be substituted therefor, or if the holiday shall be paid for as such. The Department Head shall make such decisions known to the employees at least two (2) weeks in advance of the holiday.

ARTICLE VII **VACATIONS**

(a) In each fiscal year, July 1st to June 30th, each employee is entitled to vacation, with pay, in accordance with the following schedule:

- (1) Employees with less than ten (10) months of service on July 1st are entitled to one (1) work day for each month of completed service.
- (2) Employees with ten (10) or more months of service, but less than five (5) years on any July 1st are entitled to two (2) weeks vacation (ten work days).
- (3) Employees with five (5) years or more of service are entitled to

three (3) weeks vacation (15 work days).

(4) Employees with twelve (12) years or more of service are entitled to four (4) weeks vacation (20 work days).

(b) Up to five (5) vacation days may be carried over from one fiscal year to the following fiscal year with the approval of the Department Head.

(c) The vacation schedule for the fiscal year shall be posted on the shop bulletin board by the Department Head on or before the first (1st) day of the fiscal year.

(d) Employees shall not take vacation time from November 15 through March 31 without permission of the Department Head.

ARTICLE VIII **PERSONAL LEAVE**

Three (3) personal days will be granted to each employee in each fiscal year with the approval of the Public Works Department Head. No personal leave request will be unreasonably denied by the Town. In addition, two (2) additional personal days may be granted by the Department Head in extraordinary or emergency situations. The granting or denying of those two (2) additional days shall not be subject to the grievance procedure, and there must be twenty four (24) hours advance notice to the Department Head of the personal leave need. Personal business days may not be accrued and taken in subsequent years.

ARTICLE IX **GRIEVANCE PROCEDURE**

(a) Step 1: Any department employee shall, with or without a Union or other representative, discuss his/her grievance with his/her immediate supervisor.

(b) Step 2: If the supervisor and the employee cannot reach an agreement on the grievance, the grievance shall be transposed into writing, signed by the complainant or his/her representative, and within five (5) days, submitted to the Department Head who shall use his/her best efforts to settle the dispute. The grievance must be submitted, in writing, to the Department Head within twenty-one (21) days of the act or event which gave rise to the grievance. The Department Head shall submit his/her decision, in writing, to the aggrieved employee and his/her representative, if represented, within seven (7) days after receipt of the grievance.

(c) If the complainant and his/her representative, if represented, are not satisfied with the decision rendered by the Department Head, he/she or his/her representative shall submit the grievance, in writing, to the Board of Selectmen. The grievance must be forwarded to the Board of Selectman within fifteen (15) days of the written decision of the Department Head. The Board of

Selectman shall, within ten (10) days of receipt of the grievance, submit its decision, in writing, to the complainant and his/her representative, if represented.

(d)(1) If a grievance of either party to this Agreement shall not have been disposed of to the satisfaction of the complainant, either party may demand arbitration within twenty (20) days after completion of the applicable preceding steps.

(2) Upon such demand for arbitration being made, any dispute, claim, or grievance arising out of or relating to the interpretation or the application of this Agreement shall be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them.

ARTICLE X **MILITARY SERVICE**

Every employee who enlists or who is drafted in the Armed Forces of the United States, or who through any other procedure is called into active duty with such Armed Forces, will be placed on Military Leave. The Town shall recognize its employment obligations for such returning veterans as provided by law.

ARTICLE XI **SICK LEAVE**

(a) Sick leave is credited to each employee on the basis of one (1) day for each month of service. Unused sick leave may be accumulated to a maximum of one hundred eighty (180) days. For current employees, upon death or retirement, the unused accumulated sick days, to a maximum of ninety (90) days, will be paid to the employee or his/her estate. For employees hired on or after July 1, 2008, fifty percent (50%) of the unused accumulated sick days, to a maximum of ninety (90) days, will be paid to the employee or his/her estate. For employees hired on or after July 1, 2016, fifty percent (50%) of the unused accumulated sick days, to a maximum of sixty (60) days, will be paid to the employee or his/her estate.

(b) No sick leave may be taken during the probationary period of a new employee. However, sick leave is earned during the probationary period provided the employee completes his probationary period.

(c) If an employee is sick, he or she must call the Department Head as soon as possible to report the absence.

(d) At the Department Head or his/her designee's discretion, a note from a physician, indicating that the employee is sick or injured and unable to work, may be required if an employee is out on sick leave more than three (3) days, or if there is a pattern of abuse of sick leave suspected. The Department Head may also request that the physician's note contain an estimated date when the

employee may be able to resume performance of the essential functions of his/her job. In addition, the Department Head or his/her designee may require a return-to-duty physician's note indicating that the employee is able to resume full performance of the essential functions of his/her job.

(e) Effective July 1 of each fiscal year, employees shall be eligible for an award bonus if he/she has achieved the years of service, sick leave accrual, and maximum sick leave usage as shown below:

<u>REQUIRED</u>	<u>REQUIRED</u>		
Years of Service	Accrued Sick Leave	Sick Leave Used (July 1 – June 30)	Award*
5 to 9 years	30 days	4 or fewer days	\$100
		5	\$90
		6	\$75
10 to 14 years	60 days	4 or fewer days	\$200
		5	\$175
		6	\$150
15 to 19 years	90 days	4 or fewer days	\$300
		5	\$270
		6	\$225
20 or more years	120 days	4 or fewer days	\$400
		5	\$350
		6	\$300

*Awards will be disbursed in a lump sum in the first pay period of December in the fiscal year following the year in which it was earned. Service shall be calculated as of the July 1 in the fiscal year in which sick leave usage is calculated, i.e., 7/01/17 for eligibility in fiscal year 17/18.

ARTICLE XII **FUNERAL LEAVE**

In order to permit participation in and attendance at funeral services for members of the immediate family of an employee, leaves of absence, with pay, shall be granted to the employee, not to exceed five (5) working days for spouse, parent, stepparent, or child and not to exceed three (3) working days for the following members of the employee's immediate family: mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, aunt, uncle, and any relation of an employee in immediate residence with such employee.

ARTICLE XIII
UNION BUSINESS

(a) The Town will recognize one (1) employee for the purpose of handling grievances and time so spent shall be without loss of normal daily base pay.

(b) In processing grievances, the employee representative shall be limited to the following:

(1) All First Step grievance meetings (Article IX(a)) shall be held no earlier than the last half hour of the respective work shift in which the grievance is submitted.

(2) All Second Step grievance meetings (Article IX(b)) shall be held no earlier than the last hour of the scheduled work shift in which the grievance is submitted.

ARTICLE XIV
WELFARE

The Town agrees to and has executed a copy of the I.B.T. Local 145 Health Service and Insurance Fund, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

In addition to all other payments called for under the Contract, the Town will pay to the Teamsters Local 145 Health Services and Insurance Fund for providing the basic A-11 Plan, the sum of \$9.12 per hour, not to exceed \$364.80 per week, effective retroactive to July 1, 2016 for each regular employee covered by this Agreement, for the period July 1, 2016 to June 30, 2017. Teamsters reserves the right to institute an up to ten percent (10%) maintenance of benefits increase in premiums in fiscal years 2018 and 2019. In order to have an increase in the Town's contribution to the cost of the health and welfare benefits provided by Teamsters Local 145 Health Services and Insurance Fund, the Fund's actuary must provide the Town a letter substantiating on a specific and numerically articulable basis the need for the increase required. Notice of an Employer contribution increase must be received by February 1st of the fiscal year prior to the implementation of the increase.

Effective upon execution of the successor collective bargaining agreement to the July 1, 2012 through June 30, 2016 agreement, the employee shall contribute ten and one-half percent (10.5%) of the cost of the Town's contributions to the Teamsters Local 145 Health Services and Insurance Fund. Employee contributions shall be paid through payroll deductions on a pre-tax basis. The contribution will be calculated as ten and one-half percent (10.5%) of the cost of the Town's annual contributions on behalf of each employee divided by twenty six (26) and paid out of each and every pay. Effective upon execution of the successor collective bargaining agreement to the July 1, 2012 through June 30, 2016 agreement, the employee contribution shall increase to eleven and one-half

percent (11.5%) of the cost of the Town's contributions to the Teamsters Local 145 Health Services and Insurance Fund on behalf of each employee divided by 26 and paid out of each and every pay. Effective July 1, 2018, employee contribution shall increase to twelve and one-half percent (12.5%) of the cost of the Town's contributions to the Teamsters Local 145 Health Services and Insurance Fund.

It is understood that if any employee shall not work for any week(s), then the Town shall not be required to make the payment called for by the Agreement for such week(s) provided. However, this exception shall not apply to any week(s) that the employee shall not work because of his/her vacation rights or because of his/her sick leave as presently guaranteed under this Agreement.

It is understood further that the payments received from the Town shall be received at the Fund Office no later than the tenth (10th) of the month following the month for which the payments are due.

The failure of the Town to pay the contribution required hereunder promptly when due shall be a violation of this Collective Bargaining Agreement between the Town and the Union as well as a violation of the Town's obligation hereunder. In addition to any other remedies to which the parties may be entitled, for a default exceeding five (5) working days, the Town shall be obligated to pay interest, at the rate of six percent (6%) per annum, on the monies due to the Trustees from the date when the payments were due to the date when payment is made, together with all expenses of collection incurred by the Trustees.

If during the term of this Agreement State or Federal Health Care Reform legislation is passed, Article XIV, Welfare, may be reopened upon the timely, written request of either the Town or the Union.

ARTICLE XV **PENSION**

(a) This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

(b) Commencing with the **1st day of June, 1995** and through October 17, 2013, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this Collective Bargaining Agreement, whether such employee is a regular, probationary, temporary, or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this Collective Bargaining Agreement as follows:

Commencing with the **1st day of July, 2007**, for each hour or portion thereof figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of **\$2.95** to the New England Teamsters and Trucking Industry Pension

Fund but not more than **\$118.00** per week for any one employee from the first hour of employment in such week. Commencing with the **1st day of July, 2008**, the Employer shall make a contribution of **\$3.10** to the Fund, but not more than **\$124.00** per week. Commencing with the **1st day of July, 2009**, the Employer shall make a contribution of **\$3.26** to the Fund, but not more than **\$130.40** per week. Commencing with the **1st day of July, 2010**, the Employer shall make a contribution of **\$3.42** to the Fund, but not more than **\$136.80** per week. Commencing with the **1st day of July, 2011** and ending on October 17, 2013, the Employer shall make a contribution of **\$3.76** to the Fund, but not more than **\$150.40** per week.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays, and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the Collective Bargaining Agreement) is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of 40 hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this Collective Bargaining Agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Section of the Collective Bargaining Agreement regarding coverage and contributions; such audit may, at the option of the Trustees, be conducted by an independent Certified Public Accountant or a Certified Public Accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this Agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails, within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Union shall have the right, after an appropriate seventy-two (72) hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provision of this Agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment(s) are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or Chief Executive Officer shall have no right to modify, reduce, or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this Section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this Collective Bargaining Agreement and covered by this Section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

The parties agree that this Standard Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the Local Union and the Employer through October 17, 2013, and that no other agreement between the Employer and the Local Union regarding pensions or retirement is in effect or will be effective during such period.

The expiration date of the present Collective Bargaining Agreement between the Employer and the Local Union is June 30, 2016. Copies of any renewal or extension agreements relating to the period through October 17, 2013 shall be furnished promptly to the Pension Fund, and if not consistent with the Standard Participation Agreement and/or Mandatory contract language or both required by the Trustees, such non-conformity may be used by the Trustees as a basis for the termination of the participation of the Employer as a contributing employer to the Fund.

(c) Effective October 17, 2013, the Town of Wilton shall completely withdraw from the New England Teamsters and Trucking Industry Pension Fund. For the fiscal year ending June 30, 2013 and for the period from July 1, 2013 to October 17, 2013, the Town of Wilton shall maintain its

contribution rate at \$3.76 per hour. Effective retroactive to July 1, 2013, the Teamsters bargaining unit employees will become participants in the Town of Wilton's 401(a) ICMA Governmental Money Purchase Plan with the following terms and conditions:

- (1) Five (5) year cliff vesting;
- (2) Employer contribution for employees hired prior to July 1, 2013 equal to ten percent (10%) of the employee's base pay;
- (3) Optional employee contribution of up to five percent (5%) of the employee's base pay made on an after-tax basis. For employees hired on or after July 1, 2016, there will be a mandatory employee contribution of three percent (3%) in fiscal year 2017, four percent (4%) in fiscal year 2018, and five percent (5%) in fiscal year 2019 of the employee's base pay made on a pre-tax basis;
- (4) Vesting credit for all past years of service with the Town of Wilton for the employees hired prior to the execution of the 2012-2016 collective bargaining agreement;
- (5) For employees who are not vested in the New England Teamsters and Trucking Industry Pension Fund at the time of the employer's withdrawal from same, the Employer shall make a one-time contribution on the employee's behalf to the 401(a) ICMA Governmental Money Purchase Plan in the amount of one and one half percent (1.5%) for each year of credited service under the New England Teamsters and Trucking Industry Pension Fund times the employee's base pay for the fiscal year ending June 30, 2013;
- (6) For employees who are vested in the New England Teamsters and Trucking Industry Pension Fund at the time of the Employer's withdrawal from same, the Employer shall make a one-time contribution on the employee's behalf to the 401(a) ICMA Governmental Money Purchase Plan in the amount of the present value of the reduction in his benefit accrual resulting from the Employer's maintaining its contribution rate for the fiscal year ending June 30, 2013 and for the period from July 1, 2013 to October 17, 2013 at \$3.76 per hour, the same amount that was in effect in fiscal year 2012; and
- (7) For employees hired on or after July 1, 2013, there will be an Employer contribution equal to nine percent (9.0%) of the employee's base pay.
- (8) For employees hired on or after July 1, 2016, there will be an Employer contribution equal to five percent (5.0%) of the employee's base pay.

ARTICLE XVI

UNION ACTIVITY PROTECTED

Employees are prohibited from striking, from picketing Town property and from withholding services or engaging in any other concerted stoppage of work. However, all other Union activities are protected.

ARTICLE XVII

SAVINGS CLAUSE

The Town retains all rights it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement. These rights include the right to adopt reasonable rules and regulations not inconsistent with the terms of this Agreement.

ARTICLE XVIII
WORK CLASSIFICATIONS/WAGES

The following work classifications shall apply during the term of this Agreement: Mechanics, Transfer Station Operators, Driver/Station Attendant, Roll-Off Driver, Operator-Mechanic, Senior Mechanics, Driver, Senior Leadman, Leadman.

<u>Classification</u>	<u>7/1/16</u>	<u>7/1/17</u>	<u>7/1/18</u>
Senior Leadman	34.39	35.08	35.82
Leadman	32.99	33.65	34.36
Senior Mechanic	33.65	34.32	35.04
Mechanic	31.74	32.37	33.05
Operator/Mechanic	29.76	30.36	31.00
Driver	28.23	28.79	29.39
Driver Hired after 07/01/16:			
Step 1	24.99	25.49	26.03
Step 2	25.77	26.29	26.84
Step 3	26.56	27.09	27.66
Step 4	27.39	27.94	28.53
Step 5	28.23	28.79	29.39

<u>Transfer Station</u>			
Operator	31.74	32.37	33.05
Roll-Off Driver	31.74	32.37	33.05
Driver/Station Attendant	28.23	28.79	29.39
Driver/Station Attendant Hired after 07/01/16:			
Step 1	24.99	25.49	26.03
Step 2	25.77	26.29	26.84
Step 3	26.56	27.09	27.66

Step 4	27.39	27.94	28.53
Step 5	28.23	28.79	29.39

The FY '17 General Wage Increase will be retroactive to July 1, 2016. The Public Works Director maintains the discretion to start an applicant at any of the five steps for the Driver position depending upon the applicant's total qualifications. The employee will advance one (1) step on the anniversary of his/her date of hire.

Any employee working in a higher classification will be paid the higher of the rate for all hours worked in said higher classification provided the employee is specifically authorized by his supervisor to perform said work, and said work in the higher classification is performed for at least four (4) hours on a shift.

ARTICLE XIX **LONGEVITY**

Effective retroactive to July 1, 2012, employees covered by this Agreement will be entitled to the following longevity pay:

(a) Employees who have completed ten (10) continuous, uninterrupted years of service as of June 30th annually shall receive \$425.00 annually in the first payroll in July of the following fiscal year. For current employees, the employee's first ten (10) year longevity payment will be made in the first pay period following the pay period in which the tenth (10th) anniversary was reached. For employees hired on or after July 1, 2008, the employee's first ten (10) year longevity payment will be made in the first pay period in July of the following fiscal year. Effective July 1, 2017, this payment shall increase to \$435.00.

(b) Employees who have completed fifteen (15) continuous, uninterrupted years of service as of June 30th annually shall receive \$525.00 annually in the first payroll in July of the following fiscal year. For current employees, the employee's first fifteen (15) year longevity payment will be made in the first pay period following the pay period in which the fifteenth (15th) anniversary was reached. For employees hired on or after July 1, 2008, the employee's first fifteen (15) year longevity payment will be made in the first pay period in July of the following fiscal year. Effective July 1, 2017, this payment shall increase to \$535.00.

(c) Employees who have completed twenty (20) continuous, uninterrupted years of service as of June 30th annually shall receive \$650.00 annually in the first payroll in July of the following fiscal year. For current employees, the employee's first twenty (20) year longevity payment will be made in the first pay period following the pay period in which the twentieth (20th) anniversary was reached. For employees hired on or after July 1, 2008, the employee's first twenty (20) year longevity payment will be made in the first pay period in July of the following fiscal year. Effective July 1, 2017, this payment shall increase to \$665.00.

ARTICLE XX
SAFETY STIPEND

Effective April 1, 2008, for each quarter of the fiscal year in which an employee does not have a new or recurring lost-time, employment-related injury or illness, the employee shall be paid \$200.00 in the first pay period of the following quarter. A lost-time, employment-related injury or illness is defined as one that involves time away from work that extends beyond the day the injury or illness causing the lost time was sustained. Effective July 1, 2017, this payment shall increase to \$205.00, and effective July 1, 2018, this payment shall increase to \$210.00.

The Town may demand repayment of said stipend and deduct same from the employee's paycheck if, following the Town's payout of said stipend, a lost time workers' compensation claim (as defined above) is filed arising out of an injury or illness suffered during the quarter for which the stipend had been made.

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until and including June 30, 2019. It shall thereafter be continued for yearly periods unless notice of termination, in writing, by certified mail, is given at least sixty (60) days before the expiration of this Agreement, but no earlier than January 2, 2019. Upon receipt of such notice, a conference shall be arranged to be held within ten (10) days. The hourly rates set forth in Article XVIII for the fiscal year 2018-2019 shall cease at midnight on June 30, 2019.

ARTICLE XXII
POLICIES

(a) The Town has adopted an Employee Handbook containing a statement of personnel policies. These policies shall be controlling in any interpretation of this Agreement, except where the terms of this Agreement are expressly inconsistent.

(b) Assignment of employees to trucks shall be at the discretion of the Department Head at all times, and he/she or his/her Foreman shall endeavor to assign two (2) employees to any trucks called out in an emergency if advisable by reason of nature of job, road conditions, etc.

(c) The Department Head may, from time to time, designate, without creating a new job classification, certain employees as lead men. Such designation shall not necessarily be based on seniority and may, temporarily, carry with it additional non-uniform compensation in recognition of additional responsibility. Withdrawal of a Leadman designation from any employee shall not constitute a grievance.

(d) The Town shall supply, at the discretion of the Department:

(1) Tools required by any Mechanic employed in his/her work and each Mechanic employee shall sign for any such tools so provided;

(2) Clothing and Cleaning Allowance: Effective July 1, 2008, employees will be paid an annual clothing and cleaning allowance in the amount of \$450.00. The payment will be made in the first pay of July. The payment will be included in the calculation of the employee's overtime rate of pay. Effective July 1, 2017, the payment will increase to \$460.00, and effective July 1, 2018, the payment will increase to \$470.00.

(3) Safety shoes; and

(4) Safety kits on each truck.

(e) During emergencies, the Town will make provision to supply employees on duty with ample meals.

(f) During emergencies, an employee called in to work shall receive the pay rate of the classification in which he/she worked, irrespective of the provisions of Article XVIII.

(g) Jury Duty: The Town agrees to continue its current jury duty policy as described in the Town's Employee Handbook for the duration of the Agreement.

(h) Alcohol and Controlled Substances Testing Program and Policy Statement: The Town and the Union have agreed to an Alcohol and Controlled Substances Testing Program and Policy Statement, the terms and conditions of which are set forth in the negotiated document referred to as "The Town of Wilton Alcohol and Controlled Substances Testing Program and Policy Statement" executed by the parties on the 20th day of March, 1997 which is by reference made part of this Agreement with the following modification: if an employee tests positive for a controlled substance for the first (1st) time as reported by the Medical Review Officer, he shall be terminated from employment with the Town of Wilton without recourse or remedy. This disciplinary consequence will not apply if an employee tested positive for controlled substances because he was taking a legitimately-prescribed medication as determined by the Medical Review Officer, if there was a medical explanation for the positive test result acceptable to the Medical Review Officer, or if he tested positive for alcohol, the consequences of which would remain as currently set forth in the Alcohol and Controlled Substances Testing Program and Policy Statement. All references to the consequences for a 0.10 blood alcohol content in the Alcohol and Controlled Substances Testing Program and Policy Statement shall now apply for a 0.08 blood alcohol content, reflecting the change in State of Connecticut law.

(i) Timekeeping: The Town reserves the right to institute a mechanical or computerized system of timekeeping to track the employees' hours in order to prepare the bi-weekly pay. The

Town will give the Union thirty (30) days notice of its intent to convert to a mechanical or computerized system of timekeeping prior to its implementation. Until such time as a mechanical or computerized system of timekeeping is implemented that generates the necessary documentation required by state and federal wage laws, all members shall complete, sign (attesting to the accuracy of the reporting), and date the Town's payroll time sheet for each and every pay period in accordance with the payroll time sheet guidelines issued by the Town.

(j) All employees shall receive their pay via direct deposit effective with the execution of the 2012-2016 collective bargaining agreement.

(k) Effective as reasonably practicable following the execution of the 2012-2016 collective bargaining agreement, the Town will amend its Section 457 deferred compensation plan so that it permits Roth deferrals, and it will offer Roth IRA's through its Section 457 deferred compensation plan provider.

(l) An employee who sustains a job-related illness or injury is entitled to Workers' Compensation in accordance with applicable law. The Town will compensate the employee for all lost wages due to absence from work as a result of a job-related illness or injury that are not replaced by Worker's Compensation for a period not to exceed one (1) year, meaning the employee shall receive an amount sufficient when added to the employee's tax free Workers' Compensation benefits, to provide the employee his regular weekly straight time rate of pay net of taxes. In no event, shall such injury leave exceed eighteen (18) months.

(m) Technology Policy: the Technology Policy appended to this collective bargaining agreement is by reference and attachment made part of this Agreement.

(n) During snow events, the Roll-off Truck Driver will have plowing duties limited to the road and driveways at the Transfer Station and will not be required to plow past 7:00 P.M. except on those occasions when the Transfer Station is closed the following day. The Transfer Station Operator will have plowing duties unlimited with the exception that if he has to plow past midnight, he must still report to duty at the Transfer Station at 7:00 A.M. the following day if the Transfer Station is open, but he receives comparable paid time off as the other members of the Public Works Department with snowplowing responsibilities to be scheduled at a later date with the approval of the Public Works Director.

ARTICLE XXIII **MAINTENANCE OF MEMBERSHIP**

All employees who are members of the Union on the date of execution of this Agreement and all employees who become members of the Union hereafter, shall remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment. No employee shall be required to join the Union, but all employees shall, nevertheless, as a condition of continued employment, be required to pay to the

Union, monthly, commencing thirty (30) days after the execution hereof, as a service fee, amounts equal to the monthly dues required to be paid from time to time by members of the Union. Said monthly dues and service fees shall be deducted by the Town from the wages due each employee at the end of the first pay period of each month and paid over to the Union within ten (10) days thereafter on forms provided by the Union. Provided, however, there shall be no such deduction or payment for any employee who has not given written authorization therefor to the Town. The Union shall indemnify and hold the Town harmless from any and all costs, fees, judgments, and legal fees incurred as a result of the Town's compliance with this Article.

ARTICLE XXIV **LICENSE AND CERTIFICATIONS**

As a condition of employment, members shall be required to have and maintain any and all licenses and certifications required by State or Federal law, or shall be terminated without right of rehire.

If a member does not have the required licenses and/or certifications by April 1, 1992, he will be placed on layoff status for a maximum of ninety (90) days from April 1, 1992 with the right to return if he has obtained the necessary license and/or certification by the end of the ninety (90) day period. A member on said leave of absence shall neither receive nor accrue any benefits during the ninety (90) day period and shall not accrue any seniority during that time. If the member does not obtain the necessary license and/or certification by the end of the ninety (90) day period, said layoff shall be permanent, provided, however, that if the member subsequently obtains said license and/or certification prior to the expiration of the seniority forfeiture periods set forth in Article IV, Section (d)(3) or (4) (computed from April 1, 1992) then said member shall retain recall rights to a vacant position for the remainder of the periods set forth in said Section (d)(3) or (4).

The above referenced ninety (90) day grace period is a "one time" situation only applying to current employees (those on the payroll as of July 1, 1991) for the period April 1, 1992 through June 30, 1992 and reflecting the fact that the State is currently backlogged in scheduling tests.

As a further condition of employment, no less than three (3) members shall have and maintain valid Class I licenses. In the event less than three (3) members of the Union have and maintain valid Class I licenses, the Town may lay off on a seniority basis with the intent of replacing said laid off employee with a new employee possessing said valid Class I license.

It is the member's obligation to furnish proof to the Town that they possess the necessary license or certification, or that they have obtained it within the periods set forth above. The Town will continue its current practice of providing training, equipment, and paid time to employees who wish to take the Class I test at Department of Motor Vehicles to facilitate members of the bargaining unit getting their Class I license if they so choose.

ARTICLE XXV
TRAINING

The employees will be provided a minimum of two (2) training programs addressing subject matter relevant to the work performed by the Public Works Department per fiscal year in addition to the training programs offered by the Town's Safety & Health Committee, and the Employer will ensure that said training is conducted. The Public Works Director, the Highway Superintendent, and a member of the Union chosen by the bargaining unit members will determine the training topics and the timing of same.

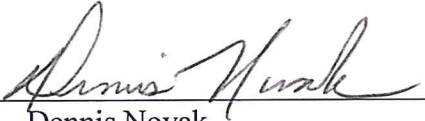
IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals this
15th day of September, 2017.

FOR THE UNION

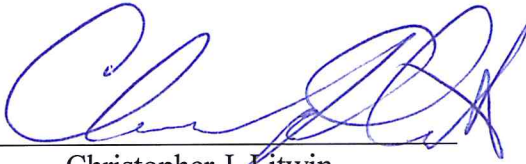
FOR THE TOWN

TEAMSTERS UNION LOCAL 145

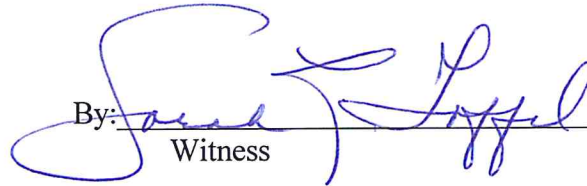
THE TOWN OF WILTON

By: 
Dennis Novak
Secretary/Treasurer

By: 
Lynne A. Vanderslice
First Selectman

By: 
Christopher J. Litwin
Shop Steward

By: 
Thomas W. Thurkettle
Director of Public Works

By: 
Witness

*MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WILTON
AND
TEAMSTERS LOCAL 145*

The Parties hereto agree that:

(1) Article XVI of the "Agreement between the Town of Wilton and Teamsters Local Union #145 dated March 4, 1992 and effective for the period of July 1, 1991 through June 30, 1994 is amended by adding the position of "Transfer Station Roll-off Truck Driver" under the Transfer Station category at an hourly wage of \$16.86;

(2) The normal hours of work for the Roll-off Truck Driver shall be 6:30 a.m. to 3:00 p.m. The holiday schedule applicable to members of the Bargaining Unit normally assigned to the Transfer Station shall be applicable to the Roll-off Truck Driver also.

(3) In recognition of the unique requirements for, and duties of the position of Roll-off Truck Driver, overtime required to perform the duties of the position shall first be offered to the Roll-off Truck Driver, the provisions of Article V "Overtime", Section (c) to the contrary notwithstanding.

(4) In recognition of the unique operating requirements of the Transfer Station, overtime required to perform duties not included in the Roll-off Truck Driver's job description, or not related to the operation of the Transfer Station, may not be offered to the Roll-off Truck Driver, the provisions of Article V, Section (c) to the contrary notwithstanding.

(5) If the Town wishes to extend the probationary period described in Article II, for the Roll-off Truck Driver beyond six (6) months, it shall meet and discuss such an extension with the Union prior to the expiration of the initial probationary period. The provisions of Article X governing sick leave during probation shall apply only to the initial six (6) month probationary period. If a member of Teamsters Local 145 who is currently employed by the Town is promoted to the position of Roll-off Truck Driver, the provisions of Article X governing sick leave during probation shall not apply.

(6) In recognition of the unique requirements and responsibilities of the position of Roll-off Truck Driver, the Town and the Union shall meet to discuss the application of Article IV "Seniority", Sections (a) and (b) prior to any layoff.

IN WITNESS WHEREOF, the Parties hereto have hereunder set their hands and seals this _____ day of _____, 1994.

SIDE LETTER OF UNDERSTANDING

With reference to the Union's proposal that the current two mechanics be paid additional compensation due to the fact that the senior mechanic position is unfilled and they have assumed additional responsibilities, the Town and the Union agree as follows:

The Town has no obligation to fill the senior mechanic position.

The Town agrees to exercise its discretion pursuant to Article XII (c) of the Agreement and to provide both the current mechanics a non-uniform compensation increase of .51 per hour per mechanic.

If the Town does, in the future, fill the senior mechanic position (promotion or hire), the remaining mechanic(s) will revert to the regular rate set forth in the Agreement for the position of mechanic.

This Agreement is without precedent and in no way limits any of the Town's rights as set forth in Article XVII.

FINANCE DEPARTMENT
Tel (203) 563-0114
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

Town of Wilton Technology Policy

Purpose: To establish a policy regarding the proper use of the computer, electronic and other computing and telecommunication technology systems, including but not limited to, desktops, laptops, netbooks, notebooks, palmtops, tablets, PDAs, and mobile computers; wireless and wired networking; phones and mobile devices including but not limited to Blackberrys® and iPhones®; Internet, intranet, satellite, broadband, cable and similar platforms, (collectively the "Technology Systems") of the Town of Wilton, Connecticut (the "Town") by each Town officer, employee or any other person or entity authorized by the Town to use the Technology Systems (hereafter referred to as a "User"). This Technology Policy applies to all departments and agencies of the Town of Wilton, excluding the Board of Education.

Policy: The Town's Technology Systems, including email, are Town property and are intended for Town business purposes, and may not be used for other commercial purposes. Incidental personal use of the Technology Systems which is not inconsistent with this policy is permitted. Any such personal use must be occasional and shall not interfere with the User's performance of his or her job duties. Such use must not make unreasonable use of Internet bandwidth or other Town resources.

The Town has the right to monitor, intercept and evaluate any and all usage of the Town's Technology Systems as permitted by law. No User has any right or expectation of privacy in anything which is created, sent, received or stored by Town computer (including email), fax or voice mail.

Each User is responsible for using the Town's Technology Systems, resources and services in an efficient, effective, ethical and lawful manner and in accordance with applicable statutes, ordinances and this policy. This policy applies to all Users of the Town's Technology Systems, wherever the Users or Technology Systems are located.

More specifically, the following rules apply to the use of the Town's Technology Systems:

Appropriate Use

1. No employee shall:

- a. Use Town's Technology Systems in a way that violates copyrights, trademarks, patent protections or license agreements, including the unauthorized downloading of copyrighted music, videos or software;
 - b. Gain unauthorized access to information that is confidential or protected, or attempt to do so;
 - c. Disclose data which is confidential;
 - d. Install or modify software on individual computers or the network
 - e. Run programs that attempt to identify passwords or codes;
 - f. Interrupt programs that protect data or secure systems, or attempt to do so;
 - g. Attempt to connect to any Town Technology System without authorization;
 - h. Read, copy, change or delete another person's work without authorization;
 - i. Use another person's password, or allow others to use their password;
 - j. Use the Town's Technology Systems to violate any provision of federal, state or local law; or
 - k. Use Town's Technology Systems for personal gain.
2. The Town's Technology Systems, including access to networks, shall be used by Users in connection with the recognized public purposes of the Town and shall not be used for activities not related to the official business of the Town, including, but not limited to, private advertisements, solicitations, promotions, selling or other business activities, destructive programs (viruses and/or self replicating codes), fundraising, political activities, gambling, pornography, or any unauthorized use. The Town's Technology Systems may not be used for the benefit of outside businesses or organizations.
3. Users shall not use the Town's Technology Systems, including access to the Internet, to disseminate indecent information, material or messages including, but not limited to, sexual innuendo, chain letters, harassing or threatening statements. Additionally, Users shall not disseminate information, material or messages which may be hostile or offensive to another on the basis of sex, race, religion, color, national origin, sexual orientation or disability. Indecent, vulgar, harassing, fraudulent, intimidating or other unlawful material may not be sent by email, voice mail, fax or other form of electronic communication, or displayed on or stored in the Town's Technology Systems except by law enforcement officials during official investigations.
4. While Users cannot always control what material they receive, Users who do receive any material that violates State or Federal laws or the Town's policies must not retransmit or forward such material to any other person and shall immediately notify the Town's Information Systems Director if such material continues to be received.
5. Access to and use of the Internet is restricted to business use of the Town only, by authorized employees, with the exception of incidental personal use, as defined in the Policy section above. A User's Internet activities is logged by a surveillance system and reviewed by the Director of Information Systems. Users may not use the Internet for indecent, vulgar, harassing, fraudulent, intimidating or other unlawful purposes, or to intentionally visit web sites that contain such material.

Disclosure and Retention

6. Users should use the same care in drafting email and other electronic documents as they would for any written communication. Except as permitted or required by law, anything transmitted electronically, by facsimile or email, is not confidential, and may be reviewed by others.
7. Information or electronic communications using the Town's Technology Systems are subject to the Freedom of Information Act of the State of Connecticut and may also be subject to disclosure in legal proceedings.
8. The Town has an obligation to retain certain information stored on the Technology Systems in accordance with General Letter 2009-2, "Management and Retention of E-mail and other Electronic Messages" issued by the State of Connecticut Office of the Public Records Administrator as it may be amended from time to time.
(<http://www.cslib.org/publicrecords/GL2009-2Email.pdf>)

While many email messages are temporary communications which are non-vital and may be routinely discarded, email messages that are more formal or substantive must be retained by the Town's employees in accordance with State standards. Examples of such messages include, but are not limited to, messages related to policies, decision making, material connected to a specific case or business matter, contracts, part of a larger record, or business functions.

With regard to record retention and record destruction, including electronic documents, Users must follow State policies, as set forth in the following documents, which are included in this policy by reference: *Records Retention Schedules for Towns, Municipalities, and Boards of Education* (<http://www.cslib.org/publicrecords/retschedules.htm>) and *Records Retention Schedules for State Agencies* (<http://www.cslib.org/publicrecords/stateretsched/S1Admin2010.pdf>)

9. Users who are uncertain whether a specific email message must be retained should err on the side of caution and retain it. Users should be aware, however, that when they have deleted a message from their mailbox, it may not have been deleted from the Town's back-up system.

Operating the Town's Technology Systems

10. Users must follow all regulations and procedures established by the Information Systems Director for the operation and use of the Town's Technology Systems.
11. The following actions require authorization by the Information Systems Director:
 - a. Installing or modifying software on individual computers or the network
 - b. Purchasing hardware or software (not limited by the cost of the item)
 - c. Connecting any Technology Device to the Town's network or to the Town's computers. Such devices include , but are not limited to: desktop computers,

laptop computers, mobile computing devices, printers, copiers, faxes, storage devices (including external hard drives and memory sticks), monitors, keyboards, mice, computer accessories, hubs, routers, wireless access points and telephones. This regulation applies to both wired and wireless connections. Special precautions will be taken with devices not owned by the Town.

- d. Establishing agreements with technology vendors for products, support or services
 - e. Allowing outside parties to access the Town's Technology Systems, including vendors providing support
 - f. Devising in-house systems for maintaining information or performing operations
 - g. Entering the server rooms
 - h. Making any changes to the network, or authorizing others to do so
 - i. Establishing any Internet service in the name of the Town of Wilton, even if the service is hosted outside the Town's network.
 - j. Hosting any service on Town computers or establishing peer-to-peer file sharing connections such as Limewire
 - k. Connecting Town computers to any other outside network
12. The Town and its employees are entrusted with safeguarding sensitive and valuable information as part of their responsibilities. All Town business and all department operations shall be carried out using software systems and applications approved by the Information Systems Director. Procedures must be put in place to ensure data integrity, accuracy, documentation, backup and security. All information systems shall be accessible by appropriate Town authorities.
13. Users will be issued a standard User identification, which is to be used only by that User. Users should regularly change their password for security purposes. Users are responsible for safeguarding their passwords. Users must follow the Town's procedures for selecting passwords that are difficult to break. Users are responsible for all transactions made using their passwords.

No one is to be allowed to use the Town's Technology Systems without being issued an account in his or her own name. This includes part-time and temporary employees.

Passwords must not be shared, even among employees in the same department. If there is a need to share files, email, or a common computer, arrangements should be made with the Information Systems Department so that sharing of a common password is not required. If a user finds out that his or her password has become known by any other person, the user must immediately change that password. The compromised password must not be reused in the future.

14. A User's ability to connect to other computer systems through the network does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.

Wireless Telephones

15. The Town may acquire and place wireless telephones (including pagers and two-way radios) into service in those instances where such technology will enhance the ability of Town employees to deliver services more effectively and/or economically to the public; to promote operational efficiency during workday; and /or to protect or otherwise secure public safety and well-being.
16. The approval of a request for a cell phone must be made by the employee's Director before the department may proceed to acquiring equipment and service. All purchases of cellular telephones and service, or modifications to existing services, will be made by the Information Systems Department through the vendor selected by the Town.
17. Like all other Town assets, technology and resources, wireless telephones are acquired with public funds and are so acquired to enable Town employees and officials to transact the public's business in the most efficient and cost effective method possible. Accordingly, employees who are assigned a Town wireless telephone shall use the phone in the same manner, and with the same care and discretion, as do employees who have conventional telephones. The use of wireless telephones should be limited to the transaction of Town government business and must be in compliance with all applicable laws, regulations as well as the agreement with the technology vendor.

Through a review of monthly bills of wireless telephone activity, immediate supervisors will be responsible for monitoring the use of wireless telephones by their employees, ensuring that they are being used appropriately and in accordance with this policy. Only Town employees are authorized to use Town-owned wireless telephones. Employees are responsible for calls placed and received on wireless telephones assigned to them. It shall be the responsibility of each Town employee assigned a Town wireless telephone to comply with these regulations. Any inappropriate use of a wireless telephone shall be reported by the employee or supervisor to their Director.

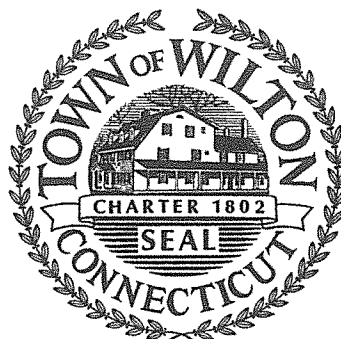
Enforcement and Monitoring

Any User who (a) misuses or abuses the Technology Systems of the Town, (b) violates this policy, (c) violates the law or the legal rights of the Town or any Town employee by utilization of the Technology Systems of the Town, or (d) creates a hostile work environment by utilization of the Technology Systems of the Town, is subject to discipline, up to and including termination, in accordance with collective bargaining agreements and the Employee Handbook. Furthermore, knowledge of material violations of this policy must be reported to the Chief Financial Officer, who is the Policy administrator. Failure to do so may in itself result in disciplinary action.

The Town reserves the right to monitor its Technology Systems at any time, without notice, to ensure they are being used in accordance with this policy. The Town's monitoring policy will be in accordance with all applicable federal and state laws, including Public Act 98-142 (codified at Conn. Gen. Stat. Sec. 31-48d), a copy of which is attached to this policy.

This policy may be amended or revised from time to time at the Town's discretion with notice of said proposed amendment being provided to the unions in advance of implementation.

FINANCE DEPARTMENT
Telephone (203) 563-0114
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

**Town of Wilton Technology Policy
Acknowledgement Page
For the Policy Effective with the Execution of the
2012-2016 Teamsters Local Union No. 145 Collective Bargaining Agreement**

I acknowledge that the Town has provided me with the notice required under Public Act 98-142 (codified at Conn. Gen. Stat. Sec. 31-48d) indicating that it may monitor my use of its Technology Systems to the extent allowed by law.

I have received and read the Town of Wilton Technology Policy, effective upon the execution of the 2012-2016 collective bargaining agreement.

I understand that I may seek clarification of the Policy provisions from the Town's Chief Financial Officer, the Policy administrator, or his/her designee.

I understand that any violation of this policy may subject me to discipline, up to and including termination, in accordance with collective bargaining agreements and the Employee Handbook.

Signature of User: _____ Date: _____

Printed Name of User: _____

Re: Technology Policy in Effect as of the Execution of the 2012-2016 Teamsters Local Union No. 145 Collective Bargaining Agreement

Treatises and Practice Aids

- 42 Causes of Action 2d 255, Cause of Action to Recover Damages for Invasion of Private Sector Employees' Privacy by Intrusion Upon Seclusion.
- 14 Connecticut Practice Series § 3:3, Employee Monitoring.
- Employment Coordinator Employment Practices § 54:11, Connecticut.
- Employment Coordinator Employment Practices § 55:3, Video Surveillance of Employees.
- Employment Coordinator Employment Practices § 82:117, Employee Privacy Statute.
- Employment Coordinator Labor Relations § 2:11, Connecticut.
- Employment Coordinator Labor Relations § 40:25, Eavesdropping Upon Contract Negotiations.
- Employment Coordinator Labor Relations § 40:67, Eavesdropping Upon Contract Negotiations.
- Employment Coordinator Labor Relations § 62:35, Criminal Offenses.
- Employment Law § 5.6, Surveillance—Visual, Audio, and Video.
- Guide to Employment Law and Regulation 2d § 27:1, Labor Relations Act.
- Guide to Employment Law and Regulation 2d § 27:6, Antidiscrimination Law.
- Investigating Employee Conduct § 6:19, Wiretapping and Electronic Communications Statutes.
- Investigating Employee Conduct § 6:34, Computer Monitoring.
- Investigating Employee Conduct App D, Search, Seizure, and Privacy Laws Generally.
- Investigating Employee Conduct App H, Electronic Surveillance Statutes.
- Labor and Employment Law: Compliance and Litigation § 1:194, State Statutes—Connecticut.
- Termination of Employment § 9:25, Miscellaneous.

United States Code Annotated

- Foreign intelligence surveillance, see 50 U.S.C.A. § 1806.
- Prohibition on interception and disclosure of wire, oral and electronic communications, see 18 U.S.C.A. § 2511.

§ 31-48c. Hiring of municipal police during labor dispute prohibited

No employer, except the state or any political subdivision thereof, or employee organization involved in a labor dispute shall hire any member of a municipal police department in the town in which the labor dispute is taking place for protection or other duties related to the labor dispute during the period of the labor dispute.

(1981, P.A. 81-77.)

Library References

- Labor and Employment ¶1370.
- Westlaw Topic No. 231H.

§ 31-48d. Employers engaged in electronic monitoring required to give prior notice to employees. Exceptions. Civil penalty

(a) As used in this section:

(1) "Employer" means any person, firm or corporation, including the state and any political subdivision of the state which has employees;

(2) "Employer" means a business of the person as the details and means.

(3) "Electronic monitoring" means other than phone, wire, radio systems, but not poses in common by the public, (b) (1) Excepter who engaged notice to all electronic monitoring w place which is ing the types Such posting :

(2) When (a) are engaged in the employer environment, misconduct, t notice.

(c) The Labor the commission hearing cond maximum ci thousand dol and each sub

(d) The pr Any informa use of electr an employee (1998, P.A. 98

Codification
Gen.St., Rev
98-142, as C.G

Additional pen:

Labor and
Westlaw T

(2) "Employee" means any person who performs services for an employer in a business of the employer, if the employer has the right to control and direct the person as to (A) the result to be accomplished by the services, and (B) the details and means by which such result is accomplished; and

(3) "Electronic monitoring" means the collection of information on an employer's premises concerning employees' activities or communications by any means other than direct observation, including the use of a computer, telephone, wire, radio, camera, electromagnetic, photoelectronic or photo-optical systems, but not including the collection of information (A) for security purposes in common areas of the employer's premises which are held out for use by the public, or (B) which is prohibited under state or federal law.

(b) (1) Except as provided in subdivision (2) of this subsection, each employer who engages in any type of electronic monitoring shall give prior written notice to all employees who may be affected, informing them of the types of monitoring which may occur. Each employer shall post, in a conspicuous place which is readily available for viewing by its employees, a notice concerning the types of electronic monitoring which the employer may engage in. Such posting shall constitute such prior written notice.

(2) When (A) an employer has reasonable grounds to believe that employees are engaged in conduct which (i) violates the law, (ii) violates the legal rights of the employer or the employer's employees, or (iii) creates a hostile workplace environment, and (B) electronic monitoring may produce evidence of this misconduct, the employer may conduct monitoring without giving prior written notice.

(c) The Labor Commissioner may levy a civil penalty against any person that the commissioner finds to be in violation of subsection (b) of this section, after a hearing conducted in accordance with sections 4-176e to 4-184, inclusive. The maximum civil penalty shall be five hundred dollars for the first offense, one thousand dollars for the second offense and three thousand dollars for the third and each subsequent offense.

(d) The provisions of this section shall not apply to a criminal investigation. Any information obtained in the course of a criminal investigation through the use of electronic monitoring may be used in a disciplinary proceeding against an employee.

(1998, P.A. 98-142.)

Historical and Statutory Notes

Codification

Gen.St., Rev. to 1999, codified 1998, P.A. 98-142, as C.G.S.A. § 31-48d.

Cross References

Additional penalty, see C.G.S.A. § 31-69a.

Library References

Labor and Employment Ⓒ87.
Westlaw Topic No. 231H.