

AGREEMENT

Effective July 1, 2003 to June 30, 2007

between the

GREENWICH BOARD OF EDUCATION

and

CONNECTICUT LABORERS' DISTRICT COUNCIL

on behalf of

PUBLIC SERVICE EMPLOYEES LOCAL, 136, OF LABORERS
INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO

representing the

PROFESSIONAL AIDES AND ASSISTANTS
AND SECURITY AIDES
TO BE RECLASSIFIED
PROFESSIONAL ASSISTANTS
AND
SECURITY AIDES

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1. RECOGNITION

- A. In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, the Board recognizes the Union as the exclusive bargaining representative for the employees in the classifications specified in Appendix I (formerly professional aides and assistants and security aides to be reclassified as professional assistants and security aides).
- B. This Agreement shall only apply to the following categories of employees:
 - (i) full-time employees who are employed to work the standard work week and whose employment is to continue over the course of the full employment year if employed at the start of the year or over the course of the balance of the full year if employed after the start of the year and who are not temporary employees.
 - (ii) regular, part-time employees who are employed to work less than the standard work week, but at least twenty (20) hours per week and whose employment is to continue over the course of the full employment year if employed at the start of the year or over the course of the balance of the full year if employed after the start of the year and who are not temporary employees.
 - (iii) temporary employees are those employees who are to work less than ninety (90) days in the employment year.
- C. Any employee who was a full-time employee or a regular part-time employee, but who, during the life of this Agreement, has her hours reduced to less than twenty (20) hours per week shall not be covered by this Agreement.
- D. Each person hired as a full-time employee shall have a probationary period of six (6) months and each person hired as a regular part-time employee shall have a probationary period of one (1) school year. During an employee's probationary period, she shall receive the benefits to which she is entitled under this Agreement, but during the probationary period, the Board may terminate her employment with or without cause.
- E. All regular, part-time employees employed in a title specified in Appendix I shall receive only such benefits of this Agreement as are specifically designated as payable to them.

2. NON-DISCRIMINATION

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

3. NOTICES

- A. The Union shall have the right, to be reasonably exercised, to post notices and other communications on a bulletin board provided by the Board.
- B. The Union will be supplied with the names and addresses of new hires in unit positions within fifteen (15) working days of such appointment. The Union will be provided an opportunity, not to exceed approximately thirty (30) minutes, to speak to new hires during orientation. For hires after the start of the year, designated union representatives will be provided a reasonable opportunity to meet for approximately ten (10) minutes with the new hires concerning membership within the working day but not during a time when the new hire is scheduled to be with a child or children.

4. COPY OF AGREEMENT

The Board shall give each present employee in the bargaining unit and each such new employee, when hired, a copy of this Agreement.

5. WAGES

- A. Employees shall be paid on a bi-weekly basis pursuant to the salary schedule specified in Appendix I.
- B. The Board shall place each employee upon the step and at the rate appropriate to that employee's qualifications. Qualifications shall be determined by the needs of the students.
- C. Regular, part-time employees shall be paid a prorated salary based upon their work week and the appropriate rate and step.
- D. For all hours worked in excess of an employee's regular work week, up to forty (40) hours, the employee shall be paid at the employee's hourly rate and for all hours worked in excess of forty (40) hours, the employee shall be paid at one and one-half (1.5) times the employee's hourly rate.

6. EMPLOYMENT YEAR

- A. The Union recognizes that the employment year is not a mandatory subject of negotiation but can be determined by the Board unilaterally. The Board has determined that commencing July 1, 2003 the base employment year shall be two (2) days more than the student calendar adopted for each remaining employment year during the duration of this Agreement for employees not required either by this Agreement or by individual agreement pursuant to Paragraph B of this Section to work additional or fewer days. For employees new to the job each year, the work year shall be four (4) days more than the student calendar and shall commence two (2) days prior to the work year of employees not new to the job. No

additional compensation shall be paid for such two (2) days. In the event that the Board shall adopt a student calendar in any year during the duration of this Agreement which contains more than one hundred eighty-two (182) days, thus increasing the employment year beyond one hundred eighty-four (184) days (newly employed one hundred eighty-six (186) days), the Board shall pay the employees for such additional day or days at the employee's per diem rate.

- B. For each employee, days may be added or subtracted from the established employment year by mutual agreement between the Superintendent and the individual at the employee's per diem rate or at another mutually agreed rate.
- C. Deductions for leave of absence without pay shall be computed by means of a fraction, the numerator of which is one (1) and the denominator of which is the number of days in the employment year of the particular employee (~. g. 1/184 of the annual contract salary per day of absence for employees on an employment year of one hundred eighty-five (184) days).

7. HOURS OF WORK

- A. During the employment year, the standard work week for aides and assistants shall be thirtyfive (35) hours and for security aides shall be forty (40) hours and the standard work day for aides and assistants shall be seven (7) hours and for security aides shall be eight (8) hours with the commencement of the day and with a thirty (30) minute unpaid lunch break within the standard work day for each employee being specified by the Board.
- B. The particular work week and work day for each employee (which may not be the standard work week and day) shall be as specified by the Board in its annual notice of appointment sent to the employee. The work week and day may be changed, from time to time, to meet the needs of the Board.
- C. Employees shall attend meetings after the regularly scheduled work day as designated by their immediate supervisor.
- D. Each full-time employee shall devote fifteen (15) hours per year beyond the scheduled work year and any additional time needed to meet the employee's professional work load to activities beneficial to the Greenwich School System. Regular part-time employees shall devote a proportionate number of hours. Such activities shall be established by the employee and her supervisor by means of a flexible plan for the use of such hours developed by October 15th of each year.

8. INSURANCE

- I. For the period from July 1, 2003 to June 30, 2004, the following insurance shall be in effect:

- A. Each regular full-time employee shall supply the necessary administrative information for enrollment in Plan I.

Plan I:

The Board shall payor have paid on a periodic basis to an appropriate insurance representative designated by the Board for a policy or policies on which the Board is the named owner and which is or are managed by the Board through its administrative employees with the use of a third party administrator for the submission of claims to the insurance company for each year of this Agreement the following insurances:

1. The Board shall pay one hundred percent (100%) of the premium cost for term life insurance for each regular full-time employee in a face amount often thousand dollars (\$10,000.00). This insurance shall also cover accidental death and dismemberment.
2. The Board shall pay ninety-three percent (93%) of the premium costs, and the regular full-time employee shall pay seven percent (7%) of the premium costs as of each policy anniversary date for a preferred provider organization ("PPO") plan as more particularly described in the plan documents and as summarized in Appendix II to this Agreement.
3. The Board shall pay ninety-three percent (93%) of the premium costs, and the regular full-time employee shall pay seven percent (7%) of the premium costs as of each policy anniversary date for a dental plan having benefits equal to or better than the dental benefits provided under the 1996-2000 agreement except that dental services provided in a hospital shall be covered under the medical plan and the maximum for class C services shall be Fifteen Hundred Dollars (\$1,500.00) per year and preventive dental shall be at one hundred percent (100%).

The following provisions shall apply to Plan I:

- A. Participating unit members shall make an annual election for coverage. Changes during the year will be permitted only if a "Qualified Life Event", as enumerated in IRC Section 125 occurs. Changes then requested must be on account of and consistent with the Qualified Life Event. Qualified Life Events are defined as follows:
1. The unit member's marriage or divorce.
 2. The death of the unit member's spouse or dependent.
 3. The birth or adoption of a child of the unit member.
 4. Termination of employment or commencement of employment of the unit member's spouse.

5. The unit member or spouse switches from full-time to part-time or part-time to full-time employment.
6. The taking of an unpaid leave of absence by the unit member or spouse.
7. Separation from service.
8. A significant change in the health coverage of the unit member or spouse due to the spouse's employment.

If the unit members wish to change medical plan options as a result of a Qualified Life Event, they may do so without any imposition of pre-existing condition limitations or medical evidence requirements.

- B. Unit members participating under Plan I will have the opportunity to enroll in Flexible Spending Accounts for both medical care and dependent/elder care pursuant to IRC Sections 125 and 129. Unit member deposits in excess of expenditures in any calendar year will be retained by the district up to the amount of the administrative costs of the Flexible Spending Accounts. Excess forfeitures will be returned to participants on an average basis without regard to the participant's experience.
- C. The premium equivalent rates shall be computed annually in accordance with generally accepted underwriting methodologies. The rates shall be set by a qualified third party (*e.g.*, plan administrator or insurance consultant) designated by the Board. The Union will have the right to review the premium equivalent rates and the underlying data.
- D. While enrolled in Plan I from July 1, 2003 to June 30, 2004, all regular full-time employees shall be covered by the PPO prescription drug plan contained in Appendix II to this Agreement.
- E. In lieu of purchasing a policy or policies of insurance, the Board directly or through the Town may act as a self-insurer.
- F. The Board may change the plans of insurance, in whole or in part, and also the third party administrator, provided that if the Board desires to do so, the Board shall give the Union no less than sixty (60) days notice and also provided that the benefits, coverages, and third party administrator shall be equal to or better than the then existing insurance. The Union may grieve any disagreement that the insurance meets the standard of equal to or better, except that the fact of a change in the size or scope of the in-network providers shall not require a finding that the insurance is not equal to or better than the then existing insurance if the proposed insurance has adequate in-network providers in number and quality within the area served. No change shall be implemented until the grievance procedure has been exhausted.

- G. The regular full-time employee contributions required under either plan shall be made by appropriate deductions from each periodic pay of the covered regular full-time employee based on individual, couple or family premiums as appropriate.
- H. Insurance benefits shall not be provided for an employee who works less than the standard work week.
- I. Since July 1, 1989, a regular, part-time employee has been allowed to enroll in the Town's Special Hospital Surgical Plan for Permanent Part-Time Employees provided that the employee is not eligible for coverage under some other group insurance plan (~. g., eligible as a dependent under a spouse's plan or another employer's plan as an employee or a dependent) and provided that the normal net earnings of the employee per payroll period are sufficient to cover the full cost of the monthly premium. Eligible employees must have enrolled no later than September 30, 1989. Employees who become eligible after September 1, 1989, must enroll within 30 calendar days of attaining regular part-time status. Coverage for such employees shall commence on the first day of the month in which the deduction for the full premium is made. This coverage will not be available for regular part-time employees who are eligible for coverage under some other group plan providing benefits.
- II. Effective July 1, 2004, and for each remaining year of the contract, the following shall apply:
- A. Effective July 1, 2004, employees shall have the option to participate in the Point of Service (POS) plan as set forth in Appendix II, or in the Preferred Provider Organization (PPO) plan as set forth in Appendix III, or the HealthNet Ten Dollar (\$10.00) co-pay HMO plan as set forth in Appendix IV, or the HealthNet POS plan as set forth in Appendix V. The plan designs for the HealthNet plans set forth in Appendix IV and Appendix V are solely controlled by HealthNet and are subject to change from year to year. The Town shall pay ninety-three percent (93%) of the cost of the premium or premium equivalent of the POS plan as set forth in Appendix II. The employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).
- B. Employees who elect to participate in the PPO plan as set forth in Appendix III, shall pay an amount that is the difference between ninety-three percent (93%) of the POS medical plan as set forth in Appendix II premium or premium equivalent and the premium or premium equivalent of the PPO plan by a payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option). Employees who elect to participate in the HealthNet HMO plan as set forth in Appendix IV, or the HealthNet POS plan as set forth in Appendix V shall pay seven percent (7%) of the premium or premium equivalent of the selected HealthNet plan by a payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).

- C. Employees who elect medical coverage under any of the plans shall be enrolled in the prescription drug plan as provided in Appendix VI. The Town shall pay ninety-three percent (93%) of the cost of the premium or equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).
- D. Effective July 1, 2004, the following shall also apply:
- A. The Board shall payor have paid on a periodic basis to an appropriate insurance representative designated by the Board for a policy or policies on which the Board is the named owner and which is or are managed by the Board through its administrative employees with the use of a third party administrator for the submission of claims to the insurance company for each year of this Agreement the following Insurances:
1. The Board Shall pay one hundred percent (100%) of the premium cost for term life insurance for each regular full-time employee in a face amount often thousand dollars (\$10,000.00). This insurance shall also cover accidental death and dismemberment.
 2. The Board shall pay ninety-three percent (93%) ofthe premium costs, and the regular full-time employee shall pay seven percent (7%) of the premium costs as of each policy anniversary date for a dental plan having benefits equal to or better than the dental benefits provided under the 1996-2000 agreement except that dental services provided in a hospital shall be covered under the medical plan and the maximum for class C services shall be Fifteen Hundred Dollars (\$1,500.00) per year and preventive dental shall be at one hundred percent (100%).
- B. Participating unit members shall make an annual election for coverage. Changes during the year will be permitted only if a "Qualified Life Event", as enumerated in IRC Section 125 occurs. Changes then requested must be on account of and consistent with the Qualified Life Event. Qualified Life Events are defined as follows:
1. The unit member's marriage or divorce.
 2. The death of the unit member's spouse or dependent.
 3. The birth or adoption of a child of the unit member.
 4. Termination of employment or commencement of employment of the unit member's spouse.

5. The unit member or spouse switches from full-time to part-time or part-time to full-time employment.
 6. The taking of an unpaid leave of absence by the unit member or spouse.
 7. Separation from service.
 8. A significant change in the health coverage of the unit member or spouse due to the spouse's employment.
- C. Unit members participating under any plan will have the opportunity to enroll in Flexible Spending Accounts for both medical care and dependent/elder care pursuant to IRC Sections 125 and 129. Unit member deposits in excess of expenditures in any calendar year will be retained by the district up to the amount of the administrative costs of the Flexible Spending Accounts. Excess forfeitures will be returned to participants on an average basis without regard to the participant's experience.
- D. The premium equivalent rates shall be computed annually in accordance with generally accepted underwriting methodologies. The rates shall be set by a qualified third party (*e.g.*, plan administrator or insurance consultant) designated by the Board. The Union will have the right to review the premium equivalent rates and the underlying data.
- E. In lieu of purchasing a policy or policies of insurance, the Board directly or through the Town may act as a self-insurer.
- F. The Board may change the plans of insurance, in whole or in part, and also the third party administrator, provided that if the Board desires to do so, the Board shall give the Union no less than sixty (60) days notice and also provided that the benefits, coverages, and third party administrator shall be equal to or better than the then existing insurance. The Union may grieve any disagreement that the insurance meets the standard of equal to or better, except that the fact of a change in the size or scope of the in-network providers shall not require a finding that the insurance is not equal to or better than the then existing insurance if the proposed insurance has adequate in-network providers in number and quality within the area served. No change shall be implemented until the grievance procedure has been exhausted.
- G. The regular full-time employee contributions required under either plan shall be made by appropriate deductions from each periodic pay of the covered regular full-time employee based on individual, couple or family premiums as appropriate.
- H. Insurance benefits shall not be provided for an employee who works less than the standard work week.
- I. Since July 1, 1989, a regular, part-time employee has been allowed to enroll in the Town's Special Hospital Surgical Plan for Permanent Part- Time Employees provided that the employee is not eligible

for coverage under some other group insurance plan (~. g., eligible as a dependent under a spouse's plan or another employer's plan as an employee or a dependent) and provided that the normal net earnings of the employee per payroll period are sufficient to cover the full cost of the monthly premium. Eligible employees must have enrolled no later than September 30, 1989. Employees who become eligible after September 1, 1989, must enroll within 30 calendar days of attaining regular part-time status. Coverage for such employees shall commence on the first day of the month in which the deduction for the full premium is made. This coverage will not be available for regular part-time employees who are eligible for coverage under some other group plan providing benefits.

9. PENSIONS

- A. Commencing July 1, 1990, the Retirement System of the Town of Greenwich as presently in effect for general employees, as amended to date, as on file in the Retirement Office, shall be in effect for all eligible employees during the term of this Agreement except that it shall be further amended to provide for vesting after ten (10) years and for the substitution of a rule of 80 for the present rule of 85, for employees covered under this Agreement, in Section 179(b), and for the coverage of Option 1 of Section 191 without any reduction in the retiree's allowance.
- B. Each employee shall be furnished a benefit statement including retirement projections not less often than once in every fiscal year.
- C. The retirement allowance of an employee shall be determined by the final compensation including deferred income under Section 403B. Final compensation shall mean the annual earned compensation including deferred income, but excluding overtime and shift differential, if applicable, of the member during the one (1) year of credible service with the Board, for which such compensation was the highest.
- D. The Town will grant a survivor benefit for vested (10 years of creditable service) employees who die prior to qualifying for a service or disability retirement.
- E. Effective July 1, 1990, all general employees covered by this contract, have their rate of benefit in the Retirement System of the Town of Greenwich as defined in Section 179 of Article 14 of the Greenwich Municipal Code (Charter) changed from 1 2/3 % per year to 2% per year (1/50).
- F. The provisions of this Section shall remain in effect until June 30, 2007. The parties agree that until March 1, 2007, neither party will submit, propose or demand in any negotiations or discussion for a successor agreement or otherwise (1) any changes, alterations, modifications or improvements to the Retirement System of the Town of Greenwich; (2) any additional, supplemental or substitute pension or retirement plan or (3) any new or improved benefits relating to pensions.

- G. Each full-time employee who under, this Section 9, is covered by the Retirement System of the Town of Greenwich on July 1, 1990 shall receive credit for all past years of continuous service as a regular employee with the Board. Such continuous service shall be measured from the date of first hiring as a regular employee.
- H. Each full-time employee shall receive one (1) calendar year pension credit for each school year worked.

10. GRIEVANCEPROCEDURE

A.

- 1. A "grievance" means a complaint filed by the Union on behalf of an employee or group of employees based upon an alleged violation of, or variations from the provisions of this Agreement or the interpretation, meaning, or application of this Agreement; or based upon an alleged violation of the Professional Assistants and Security Aides Handbook; or based upon variations from other rules, regulations, administrative directives or policies of the Board. Evaluations shall not be grievable, unless they result in suspension or discharge.

The term "days," except where otherwise indicated, means working school days.

2.

Purposes

B.

The purpose ofthis procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances.

1.

Nothing herein contained shall be construed as limiting the right of any employee having a potential grievance to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Union or with both at any time. Such discussion may be initiated verbally or by a writing. If appropriate, any resolution may be put in writing with copies to all interested parties and the Superintendent and the Union. No written resolution shall be binding until approved by the Superintendent or his designee and the Union.

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The Union shall be represented in the grievance procedure by its business manager or his designee. The Superintendent may act directly or may be represented by a designee and the Board may act directly or may be represented by a designated subcommittee.

D. T Since it is important that grievances be processed as rapidly as possible, the number
i of days indicated at each level should be considered as a maximum and every effort
m should be made to expedite the process. The time limits specified may, however, be
1. e extended by mutual agreement in writing.
L

i **In** order for a grievance to be the subject of arbitration, it must be filed at the initial
m step of the grievance procedure within ten (10) days after the grievant knew or
it reasonably should have known of the act or condition giving rise to the grievance.
2. s Failure to so file any grievance will result in such grievance being non-arbitrable.

E. Formal Procedure

1. Level One - School Principal

- a. The Union may submit a formal grievance in writing to the principal or appropriate director of an aggrieved employee.
- b. The principal or director shall within ten (10) days render her decision and the reasons for the decision in writing to the Union's representative and the Superintendent of Schools.
- c. This decision shall not be binding until approved by the Superintendent.

2. Level Two - Superintendent of Schools

- a. If the grievance is not resolved to the satisfaction of the Union at Level One, or if no decision has been rendered within ten (10) days after the presentation of the grievance, the Union may file the written grievance with the Superintendent within fifteen (15) days of the decision or within twenty-five (25) days of the presentation of the grievance, whichever first occurs.
- b. The Superintendent of Schools, shall within fifteen (15) days of receipt of the grievance render his decision in writing.

3. Level Three - Board of Education

- a. If the grievance is not resolved to the satisfaction of the Union at Level Two, or if no decision has been rendered within ten (10) days after the presentation of the grievance, the Union may file the grievance again with the Board within ten (10) days of the decision or within twenty-five (25) days of the presentation, whichever first occurs.

- b. The Board shall render its decision in writing within fifteen (15) days of receipt of the grievance.

4. Level Four - Arbitration

- a. If the grievance is not resolved to the satisfaction of the Union at Level Three or if no decision has been rendered within fifteen (15) days of receipt of the grievance, the Union may take such further steps as are provided by law; provided, however, that if the grievance is based solely upon an alleged breach of this Agreement, the Union may within fifteen (15) days of the decision or thirty (30) days of the presentation of the grievance, whichever first occurs, submit the grievance to arbitration, with the American Arbitration Association in which case the parties shall proceed in accordance with such of the reminding subparagraphs of this paragraph as are applicable.
- b. The arbitrator selected, shall promptly take such steps as she deems necessary to dispose of the grievance. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement nor to imply any obligation on the Board or the Union which is not specifically set forth in this Agreement. Awards may not be retroactive beyond ten (10) days prior to the date that the grievance was filed at Step 1.
- c. The arbitrator shall, as soon as possible, render her decision in writing to all parties in interest. The decision of the arbitrator shall be final and binding upon all parties in interest, but the decision shall not be binding or cited as controlling precedent with regard to any other dispute.
- d. The costs for the services of the arbitrator shall be borne equally by the Board and the Union. Each party shall bear the cost of its own representatives and witnesses.

11. HANDBOOK AND CLASSIFICATIONS

- A. The Professional Assistants and Security Aides Handbook shall specify those matters not contained in this Agreement. There shall be no unilateral modification of any matter affecting wages, hours, or other conditions of employment of employees covered by this agreement. To the extent the provisions of the Handbook conflict with the language of the collective bargaining agreement, the collective bargaining agreement will be the controlling document.
- B. As required, the Professional Assistants and Security Aides Handbook shall be updated.
- C. The former classifications of Professional Aides and Assistants are being combined into the single classification of Professional Assistant. The use of the classification of "Professional Assistant" shall include both "Professional Aides and Assistants" until the combining is

complete. The Board shall provide the job descriptions for Professional Assistants and Security Aides by September 1, 2004. Until that date, the present job descriptions shall remain in effect.

12. DEDUCTION OF UNION DUES AND SERVICE FEES

- A. All Employees covered by this Agreement shall as a condition of continued employment, join the Union or pay a service fee to the Union. Such service fee shall be no greater in amount than the membership dues of the Union and shall represent the costs of collective bargaining, contract administration and grievance adjustment.
- B. The Board shall deduct by means of payroll deductions from each Union member, who signs an authorization, an amount equal to the Union membership dues. The amount of the deduction from each paycheck shall be equal to the total Union membership dues divided by a number of payments to be established by the Union, and such deduction shall be made from the second paycheck each month. The amount of Union membership dues for the upcoming year shall be certified by the Union to the Board prior to August 1 st.
- C. The Board shall deduct by means of payroll deductions from each employee covered by this Agreement who has not joined the Union, who signs an authorization, an amount equal to the service fee. The amount of the deduction from each paycheck shall be equal to the total service fee divided by a number of payments to be established by the Union and such deduction shall be made from the second paycheck of each month. The amount of the service fee for the upcoming year shall be certified by the Union to the Board prior to August 1 st.
- D. Those persons whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of dues or service fee remaining.
- E. The Board agrees to forward to the Union each month a check for the amount of money deducted during that month, together with documentation listing the employees for whom dues or service fees have been deducted.
- F. As a condition precedent to any action by the Board under this Article, the Union shall establish procedures which are adequate to protect the Constitutional rights of employees who are not members. Such procedures shall include at least the following: (1) a manner of providing employees who are not Union members with adequate information about the basis for calculation of the service fee so as to enable such employees to determine whether or not the service fee may be being used for Constitutionally impermissible purposes; (2) an arrangement by which the service fee for any objecting employee is placed in escrow until a decision is reached as to the appropriate amount of the service fee; (3) a means for a reasonably prompt decision by an impartial decision maker. The Union shall notify, in writing, the Board and all employees who are not Union members of the procedures before the Board shall be required to act under this Section.

13. REDUCTION IN FORCE AND RECALL

- A. Reduction in Force, by definition for purposes of this Section, is a decrease in the number of members of the staff (Professional Assistants and Security Aides represented by the Union and employed by the Board) other than by retirements, resignations, leaves of absence, nonrenewals, dismissals not based on elimination of position or dismissals based on elimination of position, but which are necessitated by factors beyond the control of the Board, such as shifts in student population, which occur within thirty (30) days before the opening of school or during the school year.
- B. If the Board deems it necessary to make a reduction in force the following criteria should be used:
1. Selection of staff to be retained shall be made on the basis of the following factors: qualifications, experience and training to fill open positions, general competence and skills considered vital to the needs of the system. Where such considerations are equal, seniority shall be used to break ties.
 2. Seniority shall be determined by continuous length of service in the system, including authorized paid or unpaid leaves, to be established by the date the initial contract of employment was signed by the staff member. Seniority shall not be broken by termination for reduction in force and shall accrue while on the recall list if the staff member is re-employed within twenty-four (24) months from termination.
 3. The Superintendent shall compile the seniority list of the complete staff in accordance with Sub-Section B-2 of this Section on an annual basis and shall furnish the Union with copies of the list by February 1st of each year. If the Union or any staff member shall disagree with any placement on the seniority list, the Union or staff member shall file a written request for correction no later than the following March 1 st.
- C. Recall:
1. Any member of the staff who has been dismissed because of a reduction in force shall be placed on a recall list for re-employment. The Board shall fill open positions for Professional Assistants and Security Aides represented by the Union in the system through qualified persons selected in accordance with the factors in Sub-Section B-1 of this Section on the recall list in accordance with the procedures of this Sub-Section C before employing other persons.
 2. A person shall remain on the recall list for a period of twenty-four (24) months.
 3. If a position opens for which a person or persons on the recall list is or are qualified, as much prior to the anticipated date of re-employment as possible, the person or persons shall be notified in writing by certified mail sent to the last known address as

supplied to the Board by the person or persons. Anyone thus notified shall indicate in writing, within ten (10) calendar days after mailing of such notification(s), her interest in being considered for the position. If a person indicates no interest in being considered for that position, the person's name will remain on the recall list. A person who fails to respond affirmatively or negatively to two (2) successive notifications shall have her name removed from the recall list.

4. If a person notifies the Personnel Office that she is no longer interested in being considered for re-employment in the Greenwich School System, her name will be removed from the recall list.
5. All sick leave, retirement, fringe benefits, and other service credits previously accrued shall be reinstated upon the return of the staff member as they existed prior to the involuntary leaving of the staff member.

- D. Those recalled to part-time positions will have such service considered as a factor in breaking ties among equally qualified candidates in filling full-time positions for the following year.
- E. Actions taken or not taken under this Section shall be subject to the grievance procedure, but not subject to arbitration under that procedure and the decision of the Board of any grievance shall be final.

14. MANAGEMENT RIGHTS

In all matters which are not covered under this Agreement, the Board shall have the right to manage in such manner as it shall determine.

15. DEFINITIONS

- A. The "Union" in this Agreement shall mean the Executive Committee of the Union acting through such officers, agents, or employees as it deems appropriate unless another interpretation is specifically made or unless required by law.
- B. The "Board" in this Agreement shall mean the Greenwich Board of Education acting through such officers, agents, or employees as it deems appropriate unless another interpretation is specifically made or unless required by law.

16. DURATION

- A. This Agreement, except for those provisions specifically stated to take effect as of another date, shall take effect on July 1, 2003.
- B. This Agreement shall remain in full force and effect to and including June 30, 2007. All matters subject to collective bargaining between the parties have been covered, and this

Agreement may not be reopened with respect to any subject matter unless expressly provided in this Agreement.

17. LEAVES OF ABSENCE WITH PAY

All bargaining unit personnel shall be entitled to leaves for personal reasons as follows:

- 1) Religious Leave: The employee may utilize any available unused personal or discretionary leave for absence required by an individual's religion.
- 2) Witness Leave: The employee may utilize any available unused personal or discretionary leave for absence for a court appearance when subpoenaed as a witness in any case.
- 3) Jury Leave: Jury duty, provided that an employee who receives notice of jury duty shall notify the Director of Personnel. The employee shall be paid his/her salary less any amount paid by the Court for jury duty, with deduction to be made subsequent to receipt of such amount.
- 4) Sick Leave:
 - a. Full time and regular part-time employees (20 hours or more per week) shall be credited with fifteen (15) paid days of sick leave annually. Per diem will be deducted for days absent above the number allowed. The Board reserves the right to request that verification of illness be provided by a physician or hospital. Unused sick leave shall be cumulative to ninety (90) days. Absences for sickness shall be reported to the school secretary.
 - b. Up to three (3) days of an employee's accumulated sick leave may be taken for illness in the employee's immediate family as defined in 5) b.
 - c. Prior to returning to work after any absence often (10) consecutive working days or more, an employee shall supply a statement from a medical provider confirming the employee's ability to return to work.
 - d. Whenever possible, if an employee, at the start of or during the course of her sick days, is aware that an illness will require an absence for five (5) or more working days, she will inform the Administration and provide the best estimate of her medical provider or herself as to when she will return. This information will be updated as appropriate during absences of five (5) working days or more and in any event, for longer absences at least every fifth working day.

- e. Up to five (5) days of an employee's accumulated sick leave may be contributed by the employee annually to a sick leave bank against which an employee who is sick but has exhausted her own sick leave may draw, provided that the drawing employee may not receive sick pay beyond the end of the then current school year.

5) Bereavement Leave:

a. Each employee shall be entitled to request and receive up to five (5) days bereavement leave in each year. Under unusual circumstances up to an additional five (5) days bereavement leave may be granted.

b. Bereavement leave shall be granted upon request for the death of a member of the employee's immediate family (defined as spouse, parent, grandparent, child, sibling, step-child, grandchild, legal guardian, or legal ward, or any other relative living in the household of the employee).

c. Bereavement leave may be granted upon request for the death of any other relative, or, where unusual circumstances dictate the need for leave, for the death of another person. Bereavement leave under this Subsection 5)c shall only be granted for the number of days necessary for travel to and from and attendance at the funeral services.

d. Bereavement leave shall be granted without loss of pay and shall not be cumulative.

6) Personal Leave and Discretionary Leave:

a. Employees are allowed one Personal Leave Day annually and Discretionary Leave according to length of service.

b. Requests for Personal and Discretionary Leave shall be made on forms available in the school office. Completed forms must be received in the Personnel Office, Havemeyer Building, five (5) days in advance of the requested leave date, except in an emergency.

c. Except in an emergency, leave shall not be granted immediately before or after a vacation period or long weekend. Leave shall not be granted to extend a vacation period. Leave shall not be granted when in the opinion of the Superintendent or his/her designee the operation of the school will be adversely affected. A request for leave immediately before or after a day when school is not in session shall state the specific reason for the request.

d. Acceptable conditions for request for Personal Leave:

- 1) Business or personal obligations which cannot be resolved outside working hours.
- 2) Bereavement leave for the death of a member of the immediate family, or where unusual circumstance dictate the need, for the death of another person.

e. Employees may request one (1) day of personal leave annually.

f. Acceptable conditions for request for Discretionary Leave:

- 1) College graduation of member of immediate family.
- 2) Wedding of member of immediate family.
- 3) Accompanying member of immediate family to hospital.
- 4) Illness or accident to member of immediate family.
- 5) Hardship cases or home exigencies similar to NO.3 and NO.4 above or in addition to one personal day when necessary.

g. Employees with 0-3 years service - may request up to one (1) day annually.
Employees with 4-10 years service - may request up two (2) days annually.
Employees with 11 or more years - may request up to three (3) days annually.

18. SECURITY AIDES

- A. Commencing effective July 1, 2000, in addition to professional aides and assistants, (which shall become only Professional Assistants) there has been and shall be a third classification of employees, namely Security Aides.
- B. Security Aides shall have such specific duties relating to security within the schools and the school grounds as the Board shall determine as shall be set forth in the job description in the Handbook.
- C. Security Aides shall be trained at the cost of the Board and shall receive wages during training, shall wear identifying clothing, including name tags and badges, as required and provided by the Board at its cost. Administrative details as to identifying clothing shall be set forth in the Handbook.
- D. Security Aides may be assigned hours of work pursuant to Section 7 of this Agreement within a work day of 6 a.m. to 8 p.m. Selection of available schedules shall be on the basis of seniority.

19. DISCIPLINE AND DISCHARGE

- A. An employee may be disciplined or discharged only for just cause. Claims that this Section has been violated shall be determined through the use of the Grievance Procedure.
- B. All notices of discipline or discharge shall be written with a copy to the employee and the Union. After eighteen (18) calendar months without further disciplinary action, a prior disciplinary notice shall be removed from the employee's personnel file.

20. UNION BUSINESS

- A. At the beginning of each school year, the Union shall be credited with three (3) days leave without loss of pay to be used by Professional Assistants and Security Aides who are representatives of the Union. No more than one (1) day shall be taken by any such representative. The Union shall give the Board at least five (5) days notice of its intention to take such leave and the Administration may refuse to grant such leave if the operation of the school shall be adversely affected by the granting of the leave at such time.
- B. When a meeting in which the employee may be subject to discipline is scheduled in the building where the employee works and the employee desires to have a building steward attend, arrangements shall be made for the building steward to attend without loss of pay.

By: Waters, Chair

Dated _____

CONNECTICUT LABORERS' DISTRICT
COUNCIL on behalf of

By: PUBLIC SERVICE EMPLOYEES LOCAL, 136, OF
LABORERS INTERNATIONAL UNION OF NORTH
AMERICA AFL-CIO

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Business Manager, Connecticut
Labors' District Council

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**APPENDIX I
ANNUAL WAGES**

2003-2004

Each employee, on the payroll as of June 29, 2004, shall receive a payment equal to three percent of the employee's annual wage. The payment shall not become a part of the employee's wage rate for future years. The payment shall be made by July 15, 2004 or within thirty (30) days of approval of this contract by the RTM, which ever is later.

1	2	3	4	5	6
(1)	(2-4)	(5-9)	(10-14)	(15-19)	(20+)

2004-05

Aides	19,027	19,455	21,665	22,165	22,665	23,165
Assistants	19,027	20,373	22,731	23,231	23,731	24,231
Security	23,552	24,082	26,340	28,597	28,597	28,597

Note: Wages are based on standard work day of seven (7) hours with an unpaid thirty (30) minute lunch period in addition and a standard work year of two days more than the student calendar (1,288 hours per year). Wages for Security Aides are based on a standard work day of eight (8) hours with an unpaid thirty (30) minute lunch period and a standard work year of two days more than the student calendar (1,472 hours per year). Wages for other than standard work day and year are

2005-06

Aides	19,200	20,831	22,152	22,652	23,152	23,652
Assistants	19,200	20,831	23,242	23,742	24,242	24,742
Security	24,000	24,624	26,933	29,240	29,240	29,240

Note: Wages are based on standard work day of seven (7) hours with an unpaid thirty (30) minute lunch period in addition and a standard work year of two days more than the student calendar (1,288 hours per year). Wages for Security Aides are based on a standard work day of eight (8) hours with an unpaid thirty (30) minute lunch period and a standard work year of two days more than the student calendar (1,472 hours per year). Wages for other than standard work day and year are

2006-07

Assistants	19,500	21,300	23,765	24,265	24,765	25,265
Security	24,500	25,178	27,539	29,900	29,900	29,900

Note: Wages are based on standard work day of seven (7) hours with an unpaid thirty (30) minute lunch period in addition and a standard work year of two days more than the student calendar (1,288 hours per year). Wages for Security Aides are based on a standard work day of eight (8) hours with an unpaid thirty (30) minute lunch period and a standard work year of two days more than the student calendar (1,472 hours per year). Wages for other than standard work day and year are prorated.

Note: Each employee shall be paid on the basis of the number of continuous years of service in the Greenwich School System. Approved absences of 6 months or less shall not constitute a break in continuous services, but absences of more than 6 months (whether approved or not) shall constitute

a break in service with the result that if the employee returns to work in the Greenwich School System, the employee shall start at the first step of the appropriate scale.

APPENDIX II TOWN
OF GREENWICH
POINT OF SERVICE (POS) PLAN DESIGN

APPENDIX III SUMMARY
OF PPO BENEFITS
(PPO HAS IN-NETWORK AND OUT-OF-NETWORK BENEFITS)

Summary of Covered Services	In-Network Benefits	Out -of-Network Benefits
Inpatient Hospital Services-Semi private room, medically necessary private room, maternity, biological mental health, rehabilitation, covers hospital services and supplies, fertility services (as covered by CIGNA), dental surgery (performed in hospital)	Covered in full subject to pre-admission review, concurrent review and non-compliance penalty.	Covered subject to out-of-network cost shares and managed care requirements.
Outpatient Hospital Services-Operating and recovery room, surgeons fees, lab, x-ray, dialysis, radiation chemo., fertility services (as covered by CIGNA), dental surgery (performed in hospital), etc ...	Covered in full subject to pre-admission review, concurrent review and non-compliance penalty.	Covered subject to out-of-network cost shares and managed care requirements.
<p>Inpatient Mental and Substance Abuse- Non-biological mental health-</p> <p>Substance abuse- Includes current state mandates</p>	<p>Covered for up to 60 days per year and go partial days reflecting separate maximums. Subject to pre-admission review, concurrent review and non-compliance penalty.</p> <p>Covered for up to 45 days per year and 45 partial days reflecting separate maximums. S.t. pre-admission and concurrent review and non-compliance penalty.</p>	<p>Covered subject to out-of-network cost shares and managed care requirements.</p> <p>Covered subject to out-of-network cost shares and managed care requirements.</p>
<p>Emergency Care- Emergency room- Walk in care-Urgent care center, walk in center or physicians office. (not including doctor based)</p>	<p>Covered subject to a \$25 co-pay for medically necessary care.</p> <p>Covered subject to a \$10 co-pay for medically necessary care.</p>	<p>Covered subject to a \$25 co-pay for medically necessary care.</p> <p>Covered subject to a \$10 co-pay for medically necessary care.</p>

*Fertility services as covered by CIGNA includes vitro, gift, zift to a maximum of three (3) attempts.

Ambulance (land and air)-	Covered in full if medically necessary or ordered by medical provider; 80% otherwise.	Covered in full if medically necessary or ordered by medical provider; 80% otherwise.
Outpatient Mental Health-	Covered subject to a \$25 co-pay for up to 30 visits per year.	Covered subject to out-of-network cost shares and managed care requirements.
Durable Medical Equipment and medical supplies- Including hearing aid.	Covered in full. Some durable equipment subject to deductible and co-insurance.	Covered subject to out-of-network cost shares and managed care requirements.
Home Health and Hospice-	Unlimited. Hospice requires a determination of patient being in last six months of life.	Covered subject to out-of-network costs and managed care requirements.
Skilled Nursing Facility-	Covered up to 120 days per year.	Covered subject to out-of-network costs and managed care requirement.
Eligibility-	Employee, spouse, dependents and court order support Dependent to 26	Same
Noncompliance Penalty-	\$400 per event	\$400 per event
Deductible-	None	\$200/\$400/\$500
Coinsurance-	None	\$800/\$1,600/\$2,000
Maximum out of Pocket	Sum of co-pays	Sum of deductible, coinsurance and UCR short falls.
Payment Basis-	Negotiated fee	90th percentile UCR
Lifetime Maximum-	Unlimited	\$1 million
Dental-Benefits as provided under 1997-2000 agreement except dental services provided in hospital under medical plan and maximum for Class C services \$1,500/year and preventive dental 100%		

TMJ	Appliances medical TMJ under dental	Covered subject to out-of-network cost shares and managed care requirements.
Diabetes equipment and training	Covered	Covered subject to out-of-network cost shares and managed care requirements.
Physicians Services- Medical Care Biologically based mental illness Allergy Care Well Child Care Adult Physical Examinations Routine Mammography Routine Gynecology Vision and hearing screening	Covered subject to a \$10 co-pay Covered subject to a \$10 co-pay for examinations, \$0 for injections. (Physician communication to clarify the distinction of this benefit) Covered subject to a \$0 co-pay to age 21. Covered annually subject to a \$0 co-pay Covered annually subject to a \$0 co-pay Covered subject to a \$0 co-pay Covered subject to a \$0 co-pay Covered subject to a \$0 co-pay \$10 co-pay; once each in ever 24 months	Covered subject to out-of-network cost shares Covered subject to out-of-network cost shares. Covered subject to out-of-network cost shares. Covered subject to out-of-network costs shares. Covered subject to out-of-network costs shares. Covered subject to out-of-network costs shares. Covered subject to out-of-network costs shares.
Outpatient Therapy Services- OT/PT/Chiro./Cardiac	Covered subject to \$10 co-pay. No limit on PT or speech, Chiro. and OT have 20 visit limit	Covered subject to out-of-network costs shares.
Prescription Drug Benefits- Legend prescription drugs including birth control	Covered subject to \$5 generic and \$10 name brand Mail \$7/\$10. Mandatory generic substitution with override.	Covered subject to out-of-network costs shares.

Maternity Care- Pre and post natal care	Covered in full \$10 co-pay first visit	Covered subject to out-of-network cost shares.
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APPENDIX IV
SUMMARY OF BENEFITS HEALTH NET OF CONNECTICUT, INC.
CHARTER HMO 10 PLAN

APPENDIX V
SUMMARY OF BENEFITS HEALTH NET OF CONNECTICUT, INC.
CHARTERPOS 10 PLAN

**APPENDIX VI
PRESCRIPTION DRUG PLAN**

