

AGREEMENT

Between the

TOWN OF GREENWICH, CONNECTICUT

-And-

CONNECTICUT LABORERS' DISTRICT COUNCIL

On behalf of

CONNECTICUT PUBLIC SERVICE EMPLOYEES LOCAL 136, of

LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

JULY 1, 2009 - JUNE 30, 2010

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	RECOGNITION	1
2	NON-DISCRIMINATION	2
3	MANAGEMENT RIGHTS	2
4	NOTICE	3
5	WAGES	3
6	COLLECTIVE BARGAINING	4
7	INDIVIDUAL GROUP PROVISIONS	5
8	HOURS AND WORK WEEK	5
9	TEMPORARY ASSIGNMENTS	7
10	HOLIDAYS	8
11	SICK LEAVE	8
12	VACATION	10
13	PERSONAL LEAVE	11
14	INSURANCE	11
15	RETIREMENT	14
16	INJURY LEAVE	15
17	BEREAVEMENT LEAVE	16
18	FMLA AND ADA	16
19	HEALTH APPOINTMENTS AND EXAMINATIONS	16
20	TRANSPORTATION ALLOWANCE	17
21	GRIEVANCE PROCEDURE	17
22	APPOINTMENTS	19
23	SENIORITY AND LAYOFFS	20
24	DEDUCTION OF UNION DUES	21
25	SAVINGS CLAUSE	21
26	OUTSIDE ACTIVITIES	21
27	DISCIPLINE OR DISCHARGE AND RESIGNATION	21
28	UNIFORMS	22
29	DURATION	22
30	DEFINITIONS	22
31	BENEFIT STATEMENT	23
32	SUBSTANCE ABUSE TESTING	23
33	PERFORMANCE REVIEW	23
APPENDIX I	JOB CLASSIFICATION TABLE	25
APPENDIX II	SALARY SCHEDULE	29
APPENDIX III	NURSE CLASSIFICATION SALARY SCHEDULE	30
APPENDIX IV	ASSISTANT TOWN ATTORNEY CLASSIFICATION SALARY SCHEDULE	33
APPENDIX V	INDIVIDUAL GROUP PROVISIONS	34
APPENDIX VI	AGENCY SHOP	35
APPENDIX VII	SALARY GRADE ALLOCATION PROCEDURE	36
APPENDIX VIII	EMPLOYEE USE OF TOWN OWNED VEHICLES	38
APPENDIX IX	NATHANIEL WITHERELL – TERMS AND CONDITIONS	39

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
APPENDIX X	PPO HEALTH BENEFITS SUMMARY	43
APPENDIX XI	POS HEALTH BENEFITS SUMMARY	50
APPENDIX XII	PHARMACY BENEFITS SUMMARY	58
APPENDIX XIII	DENTAL BENEFITS SUMMARY	59

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

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

1. RECOGNITION

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

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

- C. All permanent, full-time employees employed in a title specified in Appendix I shall receive all benefits of this Agreement. All permanent, part-time employees employed in a title specified in Appendix I shall receive the benefits of Articles 5, 10 and 12 as specified.
- D. When the Town intends to create a new position or a new classification and there is a reasonable basis for believing that the Union may wish to review whether such position or classification belongs in the bargaining unit, the Town shall notify the Union of the proposed new position or classification. Upon request of the Union, the Town shall meet with the Union to discuss whether it belongs in the bargaining unit. The positions or classifications covered by this provision are those that meet the following criteria:
 - 1) The work is at the professional, supervisory or managerial level;
 - 2) The position or classification is of a nature comparable to others in the bargaining unit; and
 - 3) The proposed salary is not less than the lowest salary listed in the appropriate salary Appendix of this Agreement.

2. NON-DISCRIMINATION

- A. No discrimination shall be practiced by the Town or the Union against any employee because of membership or non-membership in the Union, or by the Town or the Union against any member or officer because of participation or non-participation in legitimate activities of the Union.
- B. Neither the Town nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, or age, or because s/he is handicapped or disabled; provided this provision shall not prohibit different treatment of employees based on legitimate factors requiring different treatment.
- C. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not a sex limitation unless the Agreement clearly requires a different construction.

3. MANAGEMENT RIGHTS

- A. The Town shall have all management rights not specifically restricted by this Agreement; and the Town shall administer this Agreement and exercise its rights so as to be fair and impartial to all employees and so that the dignity of the individual shall at all times be protected.
- B. The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it, except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement. The Town shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to, the following:
 - (1) To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town.

(2) To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.

(3) To discontinue processes or operations or to discontinue their performance by employees.

(4) To select and to determine the number and types of employees required to perform the Town's operations.

(5) To determine the content of job classifications, subject to the Town's obligation to negotiate secondary effects of new or changed job descriptions on terms and conditions of employment. The Town shall provide a copy of any revised job description to the employees in the classification and a copy to the Union.

C. The above rights, responsibilities and prerogatives are inherent to the Town by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

4. NOTICE

A. The Town shall give each present employee in the bargaining unit, and each such new employee when hired, a copy of this Agreement. The Town shall make available copies of any other relevant documents for inspection.

B. Employees shall have the right, to be exercised reasonably, to review any material in their personnel files. Employees shall be notified of any material placed in or removed from their personnel files at the time such action is taken. If the Town shall fail to provide the notification herein required, such material shall not be used in any disciplinary, grievance, or arbitration proceeding involving the employee.

C. Each employee shall be furnished with a report of his/her contributions to the Retirement System not less often than once in every year.

D. The Union shall have the right to post notices and other communications on a bulletin board provided by the Town in a reasonable location subject to the approval of the contents by the Town, which approval shall not be unreasonably withheld. Officers and agents of the Union shall have the right of visitation of the Town's facilities for the purpose of adjusting grievances and administering the terms of this Agreement, as long as the visitation does not interfere unreasonably with Town business.

5. WAGES

A. General Employees

1. Employees, except for employees covered by paragraphs B and C of this Article 5 shall be paid in accordance with the salary schedules annexed hereto as Appendix II.

2. The Town may, without further negotiations with the Union, offer hiring bonuses as a hiring incentive. One-half of the hiring bonus shall be paid within thirty (30) days of hire

and one-half shall be paid within thirty (30) days of the employee completing his/her probationary period.

B. Nathaniel Witherell Professional Employees

Employees in Nathaniel Witherell professional classifications shall be paid in accordance with the salary schedules annexed hereto as Appendices II and III and other compensation as set forth in the provisions contained in Appendix IX annexed to this Agreement.

C. Assistant Town Attorneys

Employees in Assistant Town Attorney classifications shall be paid in accordance with the salary schedules annexed hereto as Appendix IV.

D. On July 1 of each year, employees covered by paragraphs A and C of this Article who are not at the maximum step of their salary grade and have completed six (6) months of work from the date of hire, shall be advanced a step as provided on the applicable Salary Schedule Appendix annexed to this Agreement. Employees covered by paragraph B of this Article who are not at the maximum step of their salary grade shall be advanced a step as provided on the applicable Salary Schedule Appendix annexed to this Agreement. An employee shall not be eligible to advance to the succeeding step if the employee has received a job related formal written notice of discipline, that includes a penalty of a suspension, within the twelve-month period preceding the effective date of the step increase. In such event the employee shall next be eligible to advance to the succeeding step the following July 1. An employee may grieve the withholding of an increment directly to Step II of the grievance procedure.

E. LIUNA recognizes the Town's managerial right to establish new positions and to reclassify existing positions subject to the duty to negotiate as to the salary grade placement. In order to provide for an effective method to satisfy this requirement, the parties have agreed to the procedure as set forth below in Appendix VIII annexed to this Agreement for newly created positions and reclassified positions to the bargaining unit.

F. Permanent, part-time employees shall be paid a prorated salary based upon the appropriate rate per year specified in applicable Salary Schedule Appendix annexed to this Agreement.

G. In the event a successor collective bargaining agreement to an agreement to expire on June 30, 2009, is subsequently negotiated between the Town and one of its employee representatives, which agreement becomes effective July 1, 2009 and includes a new provision for an increase in direct compensation (i.e. general wage increase, longevity, differentials, etc.) in any year of such agreement, or a general wage or performance based increase is granted to managerial/confidential employees for the 2009-2010 contract year, the Town and Local 136 agree to re-open negotiations on the sole item of a general wage increase for the contract year 2009-2010.

6. COLLECTIVE BARGAINING

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

7. INDIVIDUAL GROUP PROVISIONS

The terms and conditions of this Agreement shall be applicable to employees assigned to the Greenwich Library and the Perrot Library except as expressly modified in Appendix V and to employees assigned to Nathaniel Witherell except as expressly modified in Appendix IX.

8. HOURS AND WORK WEEK

- A. For each regular full-time employee, the standard workweek shall be thirty-five (35) hours, Monday through Friday, and the standard workday shall be seven (7) hours, except as otherwise provided in Appendix VI, or as required for the fulfillment of job responsibilities. The Town and Local 136 recognize that an employee may be required to work hours beyond the standard workday or workweek to fulfill his or her managerial and/or professional job responsibilities. However in no event may a nonexempt employee work in excess of his or her standard workday or workweek without express prior authorization from the department head. A department head may modify the schedule of an employee for attendance at evening meetings, evening office hours and other routine business matters to remain within the standard workday or workweek of the employee. Routine Town Hall evening office hours

shall be limited to one evening per week. Employees shall be afforded an opportunity for a minimum of eight (8) hours of rest prior to reporting to work.

- B. Except as otherwise provided in Appendix IX, a nonexempt employee shall be compensated for work performed in excess of his or her standard workweek as follows: for hours worked in excess of 35 up to 40 hours at the straight time rate of pay and for hours in excess of 40 hours at the time and one half rate of pay. For purposes of calculating overtime at the time and one half rate of pay (hours worked over 40) pre approved paid vacation and pre approved personal leave shall be considered as time worked.
- C.
 - 1) An exempt employee shall be required to work reasonable hours in excess of the standard workday and/or workweek necessary to fulfill his or her managerial and/or professional job responsibilities without additional compensation.
 - 2) Notwithstanding paragraph 1 above, an exempt employee who is expressly directed by his or her department head to work on a regularly scheduled day off after completing a minimum of thirty-five hours of work in that workweek or on a Town holiday set forth in Article 10 shall be compensated for time worked on such day at the straight time rate. A department head may request in advance that the Director of Human Resources authorize that compensation be paid to an exempt employee at the straight time rate for time worked during the standard workweek in excess of that contemplated in paragraph 1 in a circumstance when one or more of the following conditions apply:
 - a. The department is experiencing an unusually large volume of work due to circumstances that are unforeseen and therefore could not be reasonably planned for by the department head.
 - b. Modifying the exempt employee's schedule as permitted pursuant to paragraph A of this Article is not an option due to the large volume of work or the work cannot be rescheduled or otherwise delayed.

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

- D. Compensatory time must be taken within one hundred and twenty (120) days of being earned at times mutually agreed upon by the employee and the Department Head. Permission to take compensatory time will not be unreasonably withheld.
- E. In the event of an emergency operation, employees in the classifications listed below who are required by their department head to participate in the emergency operation shall be compensated as follows: for work performed outside of the normal workday but during the regular workweek the straight time rate of pay for the first five (5) hours worked and the time and one-half rate of pay for each hour worked in excess of five (5) hours; for work performed on a scheduled day off, the time and one-half rate of pay for each hour worked; and for work performed on a Town holiday as set forth in Article 10 of this Agreement the double time rate of pay for each hour worked.

Employees in the following classifications are eligible for emergency operations compensation as set forth in this paragraph "3": Highway Superintendent, Superintendent of

Parks and Trees, Superintendent of Marine and Facility Operations, Superintendent of Fleet Operations, Highway Operations Manager, Parks Operations Manager, Tree Operations Manager, Operations Manager – MFO, Manager Field Operations – Sewer Division, Highway Planning and Program Manager and Process Control Engineer.

For the purposes of this paragraph “3”, emergency operations is defined as operations necessitated by the effects of adverse weather conditions, including but not limited to: snow and ice storms, windstorms, and heavy rainstorm resulting in flooding.

F. Information Technology Classifications - On-Call and Remote Connection Assignments

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

2) A nonexempt employee employed in an information technology classification assigned to the Greenwich Library or the Town’s Information Technology Department who is required to perform his or her job duties by remote connection into the Town’s information system during off duty hours and the performance of such job duties is in excess of fifteen (15) minutes shall be compensated pursuant to the overtime provisions of Article 8 (B) of the agreement.

3) A nonexempt employee employed in an information technology classification assigned to the Town’s Information Technology Department when required to perform scheduled system maintenance on a Saturday and/or Sunday either by remote connection or by requiring the employee to report to work. In instances when a nonexempt employee performs system maintenance by remote connection s/he shall be compensated as provided in paragraph B above. In instances when a nonexempt employee is required to report to work s/he shall be compensated pursuant to the overtime provisions of Article 8 (B) of the agreement. In instances when an exempt employee is required to report to work s/he shall be compensated pursuant to the provisions of Article 8 (C) of the agreement.

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

9. TEMPORARY ASSIGNMENTS

Any employee who, at the direction of the Town, is required to spend a majority of his/her working time for a day performing a responsibility of a classification in a higher pay grade shall be paid at the higher grade for the day. The employee's rate of pay for the work in the higher grade shall be the minimum of the higher grade or ten percent (10%) over his/her current rate whichever is higher, not to exceed the maximum rate for the classification in the higher pay grade. This provision shall not apply if the cause of such assignment is another employee's absence due to vacation, absence for up

to five (5) days of sick leave, or for Union business. This provision does not apply to nurses who are covered by the Individual Group Provisions of Appendix VI. The Town shall provide notice to the Union of the bargaining unit employees who are performing the responsibility of a classification in a higher pay grade when such temporary assignment exceeds one complete payroll period.

10. HOLIDAYS

- A. Except as otherwise provided in Appendix IX, each employee shall receive the following twelve (12) paid holidays:

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

- B. At the option of the Town, and upon not less than thirty (30) days notice to the Union, either or both of the days on which Columbus Day and Veteran's Day are celebrated may be changed to another day or days.
- C. When a holiday falls on a regular day off, for employees scheduled to work a five (5) day operation, the holiday shall be celebrated on a regular workday to be scheduled by the department head, and for employees scheduled to work a seven (7) day operation, the holiday shall be celebrated on a regular work day to be selected by the employee with the approval of the department head and the workday selected need not be uniform.
- D. Permanent, part-time employees shall be entitled to the holidays specified in this Article and shall receive as holiday pay an amount prorated on the basis of the part of the standard work week which they are scheduled to work.
- E. An employee who is directed to report to work on a holiday specified in paragraph A of this Article shall be paid, in addition to the day's pay for the holiday, the hourly straight time rate of pay each for each hour worked on the holiday. In order to qualify for compensation for working on a holiday, the employee must be directed in writing by his or her department head to report to work on the holiday to include the maximum number of hours the employee is authorized to work. An employee who is covered by the terms of Appendix VI (3), shall, during an emergency operation, be compensated pursuant to the terms of such Appendix VI (3) in lieu of this paragraph "E".

11. SICK LEAVE

- A. 1. An employee shall earn sick leave at the rate of one (1) day per month for each year of continuous service through completion of the ninth (9th) year of service and two (2) days per month for each year of service commencing with the beginning of the tenth (10th) year of service. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.
2. Effective following the approval of the Agreement by the Representative Town Meeting, an employee who has accumulated 180 sick days as of June 30 and did not use all

his/her earned sick leave during that fiscal year, will receive one (1) extra paid vacation day (1/2 or full day) in the following fiscal year for each four (4) unused sick days earned during that fiscal year above the 180 days.

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

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

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

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

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

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

D. Accumulated sick leave will remain to the credit of an employee for a period of twelve (12) months after leaving the service of the Town, and will be reinstated if s/he returns to service within that period of time, except in the case of job elimination as defined in Article 23 C, in which case it shall be twenty-four (24) months.

E. In the event that an employee is entitled to sick leave pursuant to section C of this Article, but does not have earned sick leave available, the employee may borrow from his/her accrued, unused vacation leave as of the time sick leave is taken. The vacation leave so used may subsequently be repaid by subsequent sick leave earned at the applicable rate.

F. An employee taking sick leave shall inform his/her immediate superior, including the reason thereof, and failure to do so within a reasonable time will be cause for denial of sick leave with pay for the period of absence.

- G. If the Town has reasonable grounds to believe sick leave is being abused, the Town may, at its discretion, require an employee requesting sick leave, or leave without pay when sick leave is exhausted, to furnish a statement from his/her attending physician certifying that absence from work was necessary due to the employee contracting a non-service connected illness or disability which renders him/her unable to perform the duties of his/her position. The Town shall have the right to verify the authenticity of the physician statement, have the physician provide an expected return to work date and have the physician specify any restrictions on the employee's employment duties due a medical condition. An employee may be disciplined for sick leave abuse or for failure to adhere to the requirements of this section.

12. VACATION

- A. The Town shall grant vacation leave with pay to all full-time employees after employment for at least six (6) months. No vacation leave shall be granted during the first six (6) months of service. If an employee leaves the service of the Town, s/he or his/her estate shall be compensated at this regular rate for any portion of unused vacation leave to his/her credit at the time of separation. Credit for unused vacation leave shall be computed on a monthly basis at one and two-thirds (1.667) days per month, only for the purposes of this section A and for the purpose of computing the pro-rata vacation for the first (1st) year.
- B. Annual vacations with pay shall be as follows: (1) upon the request of an employee for a prorated vacation after six (6) and before eleven (11) months of a continuous employment, one and two-thirds (1.667) days times the number of months worked to the commencement of the vacation; (2) twenty (20) working days after eleven (11) and before twenty-four (24) months of continuous employment unless a prorated vacation has been taken in which case only the balance of twenty (20) days remaining shall be allowed; and (3) commencement of third (3rd) year of continuous employment and thereafter, twenty (20) working days.
- C. In computing vacation leave, no municipal holidays granted under Article 10 shall be counted.
- D. The department head shall schedule the vacation period in accordance with the requirements of his/her department and the desires of the employees. In the case of a conflict as to scheduling, seniority shall govern the right of preference. The department head shall reschedule vacation periods only by mutual agreement with the employee, except in a bona fide emergency, in which event either party may obtain rescheduling.
- E. If an employee agrees to waive his/her rights to vacation during a particular year at the request of the department head, the department head shall permit such employee to take part or all of the earned vacation leave during the following year without regard to any limitations regarding carryover of vacation days, vacation days to be taken at a consecutive interval, or total vacation days to be taken during any year. Any such permission shall be in writing and given to the Director of Human Resources and the employee at the time the determination to request the work is made. Employees shall also be entitled to carry forward unused vacation leave from one year to the next, but in no event may an employee carry forward more than twenty-five (25) working days of unused vacation leave. An employee shall not be entitled to take more than thirty-five (35) days during any year. Vacation days not used during any current year and not entitled to be carried forward to the next year shall be lost only at the end

of the current year, and anticipated loss under this provision shall not entitle an employee to any special consideration in the scheduling of his/her vacation leave.

- F. After twenty-four (24) months of continuous employment, an employee shall be entitled to anticipate earning and take his/her full vacation at any time during each year. The employee shall be paid at termination or retirement, in addition to any accrued unused vacation the employee had approval to carryover from the prior fiscal year, for accrued unused vacation that is earned at the rate of 1.667 days per month for each month worked in the fiscal year in which the employee terminates or retires. However, in the event the employee takes anticipated vacation that becomes excess over what the employee actually earned in the final fiscal year of employment, the employee shall have deducted from his or her final paycheck the value of the excess vacation taken but not earned.
- G. Permanent part-time employees shall be granted ten (10) working days of vacation with pay after completion of one (1) year of continuous service with the Town. The pay for such days shall be an amount prorated on the basis of that part of the standard work week which they are regularly scheduled to work.

13. PERSONAL LEAVE

Employees shall be entitled to one (1) day of personal leave each year. Employees shall request of the Department Head the use of this day in advance. Such approval shall not be unreasonably denied.

14. INSURANCE

- A. The Town shall provide for each employee and his/her enrolled dependents the following benefits:
 - 1) The Town retains the sole and exclusive right to select and/or change the medical plan administrators. In the event the Town changes medical plan administrators and if there is a disagreement on the level of benefits, coverage or services provided with the new medical administrator(s), the Union may grieve such disagreement pursuant to Article 21 of the Agreement, except that the size and scope of the in-network providers shall not be arbitrable.
 - 2) Employees have the option to participate in the Preferred Provider Organization (PPO), Point of Service (POS) medical plan, the Town offered Health Savings Account High Deductible Medical Plan (HD-HSA) or one of the Town offered HealthNet medical plans. The PPO medical plan is annexed hereto as Appendix X and the POS medical plan is annexed hereto as Appendix XI. Effective January 1, 2010 the Town will no longer offer the Anthem PPO and POS medical plans.
 - 3) Employees who elect to participate in one of the HealthNet medical plan options or the HD-HSA shall pay eight percent (8%) of the cost 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). Employees who elect to participate in the Anthem PPO shall pay the difference between 85% of the Anthem POS and the total premium for the Anthem PPO and employees who elect to participate in the Anthem POS shall pay fifteen percent (15%) of the cost 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).

4) An employee who elects to participate in the Town's flexible spending program for medical expenses is not eligible for enrollment in the HSA-HD, and is limited to enrolling in the Health Net POS or HMO. All employees who elect to enroll in the Anthem HSA – HD Plan, that are currently enrolled in the Town's Flexible Account Program will need to expend all funds contributed to their FSA by December 31, 2009 or be limited to participating in one of the HealthNet plan options.

The Town shall make an annual contribution to the employee's Health Savings Account in the amount of \$1,000 (effective January 1, 2010 \$1,250) for single coverage and \$2,000 (effective January 1, 2010 \$2,500) for couple or family coverage. The Town shall pay 100% of the annual contribution in January of each plan year.

Effective January 1, 2010 the HD-HSA shall have an individual deductible of the higher of \$1,500 for a single plan and \$3,000 for a couple or family plan or the minimum allowable pursuant to the Internal Revenue Code (IRC). In the event, as a requirement of IRC compliance, the deductible is increased above the \$1,500 and \$3,000, the Town shall increase its contribution to the employee's HSA account to reflect a contribution equal to 83.33% of the new IRC required deductible. The effective date of the increase in the Town contribution shall be the date of the IRC deductible increase. Increases in Town contribution resulting from IRC requirements effective other than on January 1, shall be pro rated for remaining period of the January to December plan year. As an example, if the IRC requires a minimum single deductible of \$1,750 and a couple or family of \$3,250 effective January 1, the Town's annualized contribution will increase to \$1,458 for a single plan and to \$2,708 for a couple or family plan effective that January 1.

5) Employees who elect medical coverage, except for the Health Savings Account High Deductible Medical Plan, shall be enrolled in the prescription drug plan as provided in Appendix XII. The Town shall pay ninety-two (92%) percent of the cost of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).

6) Dental coverage pursuant to the Town of Greenwich Dental Plan as annexed hereto as Appendix XIII shall be continued. The calendar year deductible shall be one hundred dollars (\$100) per person and three hundred dollars (\$300) per family. The Town shall pay ninety-two (92%) percent of the cost of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).

7) Bargaining unit employees shall be eligible to participate in all aspects of the medical and day care provisions of the Towns Flexible Benefits Plan, in accordance with the terms of that Plan.

8) A surviving spouse of an employee shall continue to be entitled to purchase health and medical insurance provided by this Article.

- B. 1) Employees who retired prior to July 1, 1995 shall be allowed to continue to be enrolled in the Town's group hospital or the Town's group hospital, surgical-medical and major medical insurance plans.
- 2) Employees hired prior to July 1, 1995 who retire on or after July 1, 1995 shall be allowed to continue enrollment in said plans only if they have ten (10) or more years of credited service in the Town retirement system as of the date of retirement.
- 3) Employees hired on or after July 1, 1995 shall be allowed to continue enrollment in said plans only if they have twenty (20) or more years of credited service in the Town retirement system as of the date of retirement.
- 4) For eligible individuals who retire during the term of this agreement and subsequently elect to so enroll, the Town shall pay up to a maximum of \$760 annually for individual coverage and up to a maximum of \$1,970 annually for family coverage toward the premium for the coverage in which the individual enrolls. For any period of time that the individual is eligible for coverage under some other group health insurance plan (e.g. as a dependent under a spouse's plan or another employer's plan as an employee or dependent) this provision shall not apply. This provision shall not apply to the Town's prescription drug rider.
- 5) A retiree, who at the time of his/her retirement, elects to discontinue with the Town's health insurance and has no alternative health insurance, shall be re-eligible to enroll in the Town medical and prescription drug plans upon future election on a one-time basis during the Town's annual open enrollment period.
- 6) Full-time employees hired on or after January 1, 1996 shall not be eligible for the benefits of paragraph B(4) of this Article but in lieu thereof, shall enroll and become a participant of the Town sponsored Retiree Health Care Savings Plan. The Retiree Health Care Savings Plan shall require the following mandatory contributions: 1) the Town shall make a contribution of 0.5% of the employee's base salary and 2) the employee shall make a pre taxed contribution of 0.5% of the employee's base salary. In the event it is determined that the Internal Revenue Code (IRC) permits the Town to offer a one-time option to existing employees to enroll in the Town's Retiree Health Savings Plan the Town will amend its plan to permit such election.
- C. The Town shall provide a group life insurance policy for full time active employees in an amount equal to 1.5 times the employee's annual salary computed to the nearest one thousand dollars (\$1,000.00). Such coverage shall also include an equal amount of accidental death and dismemberment coverage applicable only to active employees.
- The employee may buy from the Town's insurer additional group life insurance at the actual prevailing rate charged the Town, provided the employee purchases an amount equal to the employee's annual salary computed to the nearest one thousand dollars (\$1,000.00).
- D. The Town shall provide Long Term Disability coverage to replace income lost due to total disability for each eligible employee. The initial plan provision shall be identical to the coverage in force as of this date for MC-Range Management employees, i.e.,

Monthly Income Benefit - 66 2/3% of basic

Maximum Benefit	-	monthly earnings \$3,500/month
Waiting Period	-	1st 180 days of disability

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

15. RETIREMENT

The Retirement System of the Town of Greenwich as presently in effect for general and library employees, as amended to date, as on file with the Retirement Board, shall be in effect for all eligible employees during the term of this Agreement, except as follows:

- A. The retirement allowance of an employee who retires shall be determined by the use of final compensation, including deferred income. Final compensation shall mean the annual earned compensation including deferred income, but excluding overtime and shift differential, if applicable, of a member during the one (1) year of creditable service with the Town of Greenwich for which such compensation was the highest.
- B. The pension plan shall provide for vesting after five (5) years of accredited service with the commencement of benefits deferred to the minimum eligibility requirement for the receipt of a pension for the covered employee. The amount of such deferred pension shall be based on the benefits in effect at the time the vested member terminates his/her employment. An employee who ceases employment with the Town and is vested in the pension plan may withdraw his/her contributions and such withdrawal shall not in any way effect the employee's vested rights under the plan.
- C. The contribution for all employees shall be four percent (4%) of pensionable earnings deducted from the employee's bi-weekly paycheck on a pre-taxed basis. Effective July 1, 2003 all newly hired full-time employees shall be required, as a condition of employment, to participate in the Retirement System and to make the applicable employee contributions for such participation.
- D. A retiring employee shall not be required to reduce his/her pension benefit to ensure that his/her beneficiary receive the balance of his/her contributions, with interest, in the event of his/her death after retirement.
- E. An employee may elect to reduce his/her contributions to the pension plan on that amount of his/her earnings as s/he may select, without regard to the mandatory contribution requirement on earnings in excess of the social security wage base, now contained in the present plan, provided such employee has elected to participate in a deferred compensation plan as provided in Section 14.
- F. The Retirement System of the Town of Greenwich shall provide for the Rule of 80 for full time employees covered under this Agreement. The Town will grant a Survivor Benefit for vested (five years of creditable service) employees who die prior to qualifying for a Service or Disability Retirement. Their designated survivor shall be eligible to receive a one hundred percent (100%) Joint and Survivor Benefit based upon the employee's accrued benefit account calculated as if the employee had retired on the date of death.

- G. The rate of benefit in the Retirement System of the Town of Greenwich upon retirement as defined in Section 179 of Article 14 of the Greenwich Municipal Code (Charter) shall be 2% per year (1/50) for all employees covered by this agreement.
- H. Each employee with prior active military service in a branch of the United States Armed Forces shall be given credit as creditable service for purposes of determining his/her retirement allowance for each year of military service that the employee makes an additional contribution to the Town. Said additional contribution shall be the employee's existing rate of contribution times his/her annual salary for each year of military service for which he/she wishes to buy credit. In no event may an employee buy credit for more than four years of service.
- I. The Town shall continue the deferred compensation plans, which are available to employees via payroll deduction.

During the month of January 2010 the Town shall match a full-time employee's calendar 2009 contributions to the deferred compensation account (both 401-k and 403-b) to a maximum of two thousand three hundred dollars (\$2,300). No new 403-b accounts will be opened for employees. Employees with existing 403-b accounts may continue to defer compensation to such accounts. All permanent full-time employees will have the option to defer compensation to a 457 account and/or to a 401-k account. The Town match for employees who elect to contribute to both 401-k and 457 accounts shall first be made to the employee's 401-k account prior to any match to the 457 account.

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

16. INJURY LEAVE

- A. Each employee who incurs an injury or illness which is covered under the Connecticut Workers' Compensation Act shall be entitled to injury leave pay equal to the difference between the compensation received pursuant to said Act and his/her normal base rate of pay for the number of days of necessary absences up to a maximum of one month following the date of injury. An employee may supplement his/her workers' compensation payments by using sick leave in no less than one half-day increment to maintain his/her salary at the same level prior to the injury.
- B. If it is necessary to continue leave beyond one (1) month, the employee shall be entitled only to compensation as established by the Act.
- C. A complete report of each accident shall be made to the employee's immediate supervisor as soon as practical after it occurs. Each department head shall be responsible for the proper enforcement of this requirement.
- D. The salary benefits provided under this Article 16 shall be in lieu of and not in addition to the salary benefits provided by the Connecticut Workers' Compensation Act.
- E. The Town and the injured employee shall have all the rights and obligations set forth in Section 31-293 of the Connecticut General Statutes, as amended, insofar as applicable.

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

17. BEREAVEMENT LEAVE

- A. Employees are entitled to up to five (5) consecutive working days bereavement leave with pay in the event of the death of a member of the "immediate family" (as defined in Section 11C of this Agreement) and three (3) consecutive working days bereavement leave with pay in the event of the death of a brother-in-law, sister-in-law, son-in-law, or daughter-in-law for the purposes of attending the funeral and a period of bereavement. At the discretion of the department head where unusual circumstances and equity dictate, an employee shall be entitled to one (1) working day in the event of the death of any other person not described in this Section.
- B. Bereavement leave shall not be deducted from sick leave.
- C. The actual number of working days granted for this purpose shall be based on actual need.

18. FAMILY MEDICAL LEAVE ACT AND AMERICANS WITH DISABILITIES ACT

The Town shall comply with the provisions of the federal Family Medical Leave Act (FMLA) and the federal Americans With Disabilities Act (ADA) that are applicable to the Town pursuant to such federal statutes. An alleged violation of the FMLA, ADA or this Article shall not be subject to the terms of Article 21, paragraph A, Step 3 of the collective bargaining agreement.

19. HEALTH APPOINTMENTS AND EXAMINATIONS

- A. Employees shall be entitled to reasonable time off with pay for necessary medical (excluding dental appointments), which cannot, with reasonable practicality, be scheduled outside of the normal workday. The granting of such time off shall, except in an emergency, be subject to the reasonable needs of the Town as determined by the department head. Such time off shall only be granted for a period of time commencing with the beginning of the employee's workday or for a period of time at the end of the employee's workday. A department head shall permit the employee time off during other hours during the workday, when the employee, due to medical necessity, cannot schedule an appointment as provided above.
- B. Each full-time employee, upon completion of twenty-four (24) consecutive months of work, shall be entitled to a biennial reimbursement of up to three hundred dollars (\$300.00) for vision care expenses including corrective lenses.

20. TRANSPORTATION ALLOWANCE

- A. The Town shall reimburse each employee for use of his/her private vehicle on Town business at the rate established by the Internal Revenue Service. Each January or within thirty (30) days following official promulgation of a change in the IRS rate, the reimbursement rate shall

be prospectively adjusted accordingly. There shall be only one such adjustment annually. Each employee shall report this mileage on forms and in the manner determined by the department head.

- B. Transportation reimbursement covering the previous month will be paid on or about the tenth (10th) of each month.
- C. During the month of July, employees who regularly and customarily use their personal vehicles on Town business will be paid an annual amount of two hundred dollars (\$200). Payment to all new hires shall be prorated.
- D. Any employee, who is involved in a motor vehicle accident causing damage to such vehicle while conducting Town business, may be eligible for reimbursement up to a maximum of five hundred dollars (\$500) for repairs to the employee's private vehicle not otherwise covered by the employee's automobile insurance. To be eligible for reimbursement the employee's supervisor or department head had reasonable knowledge that the employee was using his/her private vehicle to perform Town business and the employee must have been engaged in such Town business when the accident occurred. The employee shall be required to submit the receipt indicating the cost of the repairs, a description of the repairs that were completed along with a copy of the insurance policy indicating the amount of the employee's insurance coverage.

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

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

21. GRIEVANCE PROCEDURE

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

Step 1: The Union shall present the grievance in writing within twenty (20) working days from the date the grievance occurred or when the Union should have reasonably known of the occurrence, to the department head or, if the grievance arises in the school system, to the Superintendent of Schools. Within ten (10) working days after receipt of the written grievance, the department head, Superintendent and/or his/her designee shall meet with representatives of the Union for the purpose of resolving the grievance. The department head or Superintendent designee shall provide a written answer regarding the grievance to the Union no later than twenty (20) working days after said meeting. In the cases of a suspension and/or discharge Step 1 may be waived and the grievance may be filed directly at Step 2. A grievance alleging a violation of Article 5, 14, 15, 16, 22, 23, or 24 may be filed with the Director of Labor Relations at Step I.

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

First Selectman or designee. Within ten (10) working days of receipt of said grievance the First Selectman or his/her designee shall meet with representatives of the Union. Within twenty (20) working days of such meeting the First Selectman or his/her designee shall provide a written answer regarding the grievance to the Union.

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

- B. If the grievance is not filed at Step 1 within twenty (20) working days of the time the grievant knew or should have reasonably known of the act, occurrence or event being grieved, the grievance shall be waived and there shall be no right to arbitration.
- C. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement nor to imply any obligation on the Town or the Union which is not specifically set forth in this Agreement. Awards may not be retroactive beyond thirty (30) days prior to the date the grievance was filed at Step 1.
- D. During the pendency of a grievance concerning separation from service or suspension, the employee shall be entitled to keep his/her insurance as set forth in Section 14A of this Agreement in effect by making payments to the Town of the total amount of the insurance premiums for his/her coverage, and if a final decision in favor of the employee is rendered, the Town shall reimburse the employee for the total amount of insurance premiums paid by the employee less the employee's required premium contribution.
- E. The cost of arbitration shall be borne equally by the parties, however, each party shall bear the expenses of its own representatives and witnesses.
- F. Any time limit specified in this Article, except for the initial submission of the grievance under Step 1 and/or Step 2 of the grievance procedure, may be extended by mutual written agreement of the Town and the Union.
- G. When the Town does not respond to a grievance within the time limits specified in the grievance procedure, the Union may proceed to the next Step of the grievance procedure. Such non-response on the part of the Town shall be construed as a rejection of the grievance by the Town.
- H. Nothing in this Article shall prohibit the parties from mutually arranging informal meetings at any Step of the grievance procedure in an attempt to resolve the dispute.

22. APPOINTMENTS

- A. The Town shall fill any vacancy or new position in the bargaining unit which it determines to fill by first giving preference to a current employee of the bargaining unit if such employee is qualified to fill the position; provided, however, that the Town may fill any such vacancy or

new position by hiring an applicant with significantly better qualifications who is not in the bargaining unit. A candidate shall be deemed to have significantly better qualifications if his/her overall examination score as posted on the Eligibility List is at least five points higher than the overall score of a bargaining unit employee.

- B. The Town may also fill any vacancy or new position in the bargaining unit, which it determines to fill by a temporary appointment where there is no current employee of the unit who the Town determines is qualified to fill the position. Whenever practical, the Town shall make such a temporary appointment by the temporary transfer of a current employee of the unit who is already filling a position in the same classification in another Town department or, if there is no such person, then by the temporary promotion of a current employee of the bargaining unit.
- C. To meet the requirements of an emergency condition which threatens life, property, or the general welfare of the Town, the Town may employ such persons as may be needed for the limited term of the emergency without regard to the regulations as to appointments in this Article.
- D. The Town shall post all job openings and shall send a copy of the notice to the Union.
- E. The Town shall give the job description of any new classification to the Union as early as practical before its release to the public.
- F. In the event job classification surveys are made by questionnaire each employee may review his/her own questionnaire and the official comments made by the department head and the member of the survey team, and the Town shall send a copy of the final report to the Union.
- G. The Town shall not reduce the compensation of any employee by a change in the title or description of the job classification of the employee without a substantial bona fide change in the duties or responsibilities of the employee.
- H. During the period of suspension of any employee, or during the pendency of grievance procedures concerning separation from service, or demotion, the Town may fill the vacancy created only by a temporary appointment.
- I. Qualifications of an employee to fill a position may be the subject of a grievance where the determination of the Town is arbitrary, discriminatory or an abuse of discretion.
- J. Upon promotion to a classification in a higher pay grade, the employee shall be allocated to a salary step in the higher pay grade that is at minimum one hundred ten percent (110%) of the current salary but in no event greater than the maximum for that grade. The employee, if not at the maximum salary of the grade, shall be eligible to receive an increment on July 1 following twelve months of work from the date of promotion and each July 1 thereafter.

An employee who is promoted shall serve a trial period of six (6) months in the new position classification. The employee may be returned to the former position title and salary rate at any time during the trial period. The return may be the subject of a grievance only where the Town's decision is arbitrary, discriminatory or an abuse of discretion. The six (6) month trial

period may be extended for one additional three (3) month period at the written request of the department head provided the employee and the Union agree in writing to such extension.

- K. The Union will be supplied with the names and addresses of new hires in unit positions within ten (10) working days following appointment. Designated Union representatives will be provided a reasonable opportunity during working hours to meet with the new hires concerning Union membership.

23. SENIORITY AND LAYOFFS

- A. An employee's seniority shall commence on the date s/he is first hired by the Town and shall be based on continuous service with the Town.
- B. Seniority shall govern in layoffs and rehiring within a title. In the event any employee is laid-off, s/he may exercise their seniority to bump into an equal or lower rated position within the department provided s/he has the ability to perform the duties of the position and provided their seniority is greater than any incumbent. Ability to perform the duties of the position shall be determined after a trial period of a minimum of twenty (20) and a maximum of forty (40) working days. During the trial period, the employee's ability to perform the duties of the position shall be determined by the Town. In the event of a grievance over the Town's determination, the arbitrator shall not substitute his/her judgment for that of the Town unless it is established that the Town's determination is arbitrary, discriminatory or an abuse of discretion.
- C. An employee laid off because of elimination of position shall be entitled to return to the employment of the Town in the position or any other similar position for which s/he is the best qualified applicant as soon as such position again becomes available within twenty-four (24) months of the layoff date; provided that such employee exercises this right within one (1) month of the position being available. The only obligation of the Town shall be to give to the Union and to mail to the employee at the last address supplied to the Town, a notice of the availability of the position from which the employee was laid off or similar position in the employee's former department. An employee who declines a proper offer of recall hereunder shall be removed from the layoff list.
- D. The Town agrees that it will not abolish additional occupied full-time or part-time LIUNA positions due to budgetary reasons for the remainder of FY 2009 and FY 2010. The Town agrees that if it exercises its managerial right to eliminate positions due to reorganization, elimination of services or other business or operational reasons it will do so, only through attrition, without resorting to layoffs of full-time or part-time positions during the remainder of FY 2009 and FY 2010. For purposes of this Agreement, attrition shall mean voluntary separation from service (i.e. retirement, resignation).

24. DEDUCTION OF UNION DUES

The Town shall deduct from the bi-weekly wages of the employees regular Union dues for those employees who sign authorizations permitting such action, and an agency fee (not to exceed Union dues) for those employees who have not joined the Union by signing said authorization. The Town shall remit the amount deducted to the Union on a monthly basis along with a list of employees for whom such deductions were made. The agency fee is solely for the purpose of administering and

negotiating the labor agreement and any individual paying said fee should have the right to object and the Union shall have the obligation to justify said fee pursuant to the procedures outlined in Appendix VII.

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

25. SAVINGS CLAUSE

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

26. OUTSIDE ACTIVITIES

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

27. DISCIPLINE OR DISCHARGE AND RESIGNATION

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

In the event an employee is laid off due to the elimination of a bargaining unit position, such employee shall be entitled to receive as severance pay, fifty percent (50%) of his/her accumulated sick leave subject to the maximum of ninety (90) days' sick leave and other conditions set forth in Article 11 of this Agreement. Employees hired on or after September 23, 1997 shall not be entitled to benefits provided by this paragraph. Such employees shall not receive any payment for unused accumulated sick leave at retirement.

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

28. UNIFORMS

- A. The Town shall pay to any employee who is required to wear a uniform an annual allowance of two hundred ten dollars (\$210). There shall be no pro-ration of the annual allowance for part-time employees.
- B. The Town shall supply at no cost to the employee personal protective clothing and safety equipment as required by Federal and/or State OSHA regulations. All items as provided herein, remain the property of the Town and are only to be used in accordance with departmental work rules. Upon separation of service, all items must be returned to the Town prior to the issuance of the final paycheck.

29. DURATION

- A. This Agreement, except for those provisions specifically stated to take effect as of another date, shall take effect as of the date on which the Representative Town Meeting approves the resolution with respect to this Agreement, within fifteen (15) days after which the parties shall sign this Agreement. Any provisions of the Agreement which are retroactive, shall be retroactive for employees and retirees, but not for former employees who have been terminated or have resigned prior to the date on which the Agreement was signed by both parties.
- B. This Agreement shall remain in full force and effect to and including June 30, 2010. All matters subject to collective bargaining between the parties have been covered, and this Agreement may not be reopened with respect to any subject matter except as expressly provided herein.

30. DEFINITIONS

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

31. BENEFIT STATEMENT

The Town shall provide to each employee on or before April 15 of each year a statement of benefits computed in accordance with the terms of this Agreement.

32. SUBSTANCE ABUSE TESTING

The Town’s “Substance Abuse Policy” Section 416.0 of the “Personnel Policy Manual” dated September, 2003 or as thereafter amended, is made part of this Agreement and shall apply provided the employee is at risk of disciplinary or other adverse action or manifests performance problems. Such Policy shall not apply in the event an employee on a voluntary basis self refers.


33. PERFORMANCE REVIEW

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

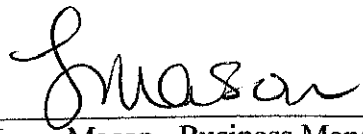
- The performance review evaluation form used by the Town shall include a section for the employee to respond to the evaluation.
- The performance review process shall include a meeting between the employee being evaluated and the supervisor performing the evaluation for the purpose of discussing the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

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

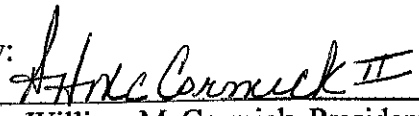
CONNECTICUT LABORERS
DISTRICT COUNCIL, ON
BEHALF OF
CONNECTICUT PUBLIC
SERVICE
EMPLOYEES LOCAL 136 of
LABORERS
INTERNATIONAL UNION OF
NORTH AMERICA, AFL-CIO

By: 

Charles T. LeConche, Business Manager
Connecticut Laborers' District Council

By: 

Lynn Mason, Business Manager

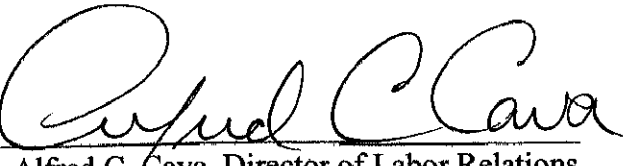
By: 

William McCormick, President

For the Town of Greenwich

By: 

Peter Tesel, First Selectman

By: 

Alfred C. Cava, Director of Labor Relations

APPENDIX 1
JOB CLASSIFICATION TABLE

Job Group A

Building Official
Chief Engineer
Director of Continuing Education and Adult Education
Director of Environmental Health
Director of Family Health
Highway Superintendent
School Nurse Supervisor
Wastewater Division Manager
Superintendent, Bldg, Const & Maintenance
Superintendent of Parks & Trees/Tree Warden
Superintendent of Marine & Facility Operations
Superintendent of Recreation

Job Group B

Assistant Assessor
Building Code Engineer
Deputy Building Official
Director Commission on Aging
Director Facility Operations, NW
Director School Safety
Food Services Director
GIS Coordinator
Library Manager
Manager Business Services Operations, P & R
Manager Facilities Operations
Senior Buyer/Warehouse Supervisor
Senior Civil Engineer
Superintendent of Waste Disposal
Technical Support Manager
Treasurer
Zoning Enforcement Officer

Job Group C

Accounts Payable Supervisor
Assistant Superintendent BCM
Assistant Tax Collector
Branch Librarian
Building Construction and Maintenance Supervisor (BOE)
Business Services Manager, Public Works
Civil Engineer II
Commercial/Personal Property Appraiser

Job Group C, continued

Community Development Administrator
Director of Special Clinical Services
Golf Course Turf & Grounds Manager
Head of Youth Services – Librarian III – Perrot Library
Highway Operations Manager
Interpreter/Tutor
Laboratory Director
Librarian III
Maintenance Manager Sewer
MFO Operations Manager
Networking Services Manager
Operations Manager – Boats & Harbors
Park Operations Manager
Payroll Systems Administrator
Process Control Manager
Public Relations Officer, Greenwich Library
Social Services Team Administrator
Superintendent of Fleet Operations
Supervisor of Environmental Health
Tree Operations Manager
Turf Operations Manager

Job Group D

Administrative Services Center Supervisor
Assistant Supt. Of Waste Disposal
Assistant to the Chief Accountant & Treasurer
Budget Supervisor (Library)
Business Services Administrator - NW
Civic Center Director
Civil Engineer I
Clinical Nurse Practitioner (P/T)
Coordinator of Rehabilitation Services
Design Planner
Director of Admissions
GIS Programmer/Analyst
Highway Planning & Program Manager
Occupational Therapist, BOE
Physical Therapist, BOE
Senior Buyer
Senior Center Administrator
Senior Inlands Wetlands Analyst
Senior Planner
Social Services Provider III
Technical Program Administrator
Therapeutic Recreation Administrator, NW
Volunteer Recruitment & Retention Coordinator

Job Group E

Admissions Manager
Bacteriologist
Budget and Systems Supervisor
Business Office Manager - Health
Buyer II
Buyer/Telecommunications Coordinator
Environmental Analyst
Financial Analyst II
Food Service Manager H.S.
Food Service Manager K-8
HR Systems Specialist
HR Systems Specialist BOE
Information System Analyst (Library)
Internal Auditor I
Laboratory Supervisor (Sewers)
Librarian II
Network Specialist
Para-Legal
Plan Examiner
Planner II
Program and Operations Supervisor (Lib)
Recreation Supervisor
Social Services Provider II
Supervisor Building Operations HS
Youth Services Librarian II

Job Group F

Applications Coordinator
Boating Systems Coordinator
Building Operations Manager (Library)
Business Services Coordinator – NW
Buyer I
Conservation Assistant
Data Systems Analyst
Financial Analyst I
Human Resource Analyst
Laboratory Technician
Librarian I
PC Applications Support Specialist
Planner I
Program and Operations Supervisor (DPW)
Retirement Coordinator
Sewage Plant Lab Technician
Social Services Provider I
Student Data Analyst
Transportation Manager

Job Group F, continued

Youth Services Librarian I

Web Support Specialist

Wetlands Compliance Officer

Job Group G

Assistant Wetland Compliance Officer

Recreation Therapist

Note: Nursing Classifications – Appendix III

Assistant Town Attorney Classifications – Appendix IV

APPENDIX II

Effective July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Group A	\$82,417	\$85,054	\$87,776	\$90,585	\$93,483	\$96,474	\$99,562	\$102,748	\$106,345
Group B	\$73,972	\$76,338	\$78,782	\$81,302	\$83,904	\$86,589	\$89,360	\$92,219	\$95,447
Group C	\$66,734	\$68,869	\$71,073	\$73,347	\$75,695	\$78,117	\$80,617	\$83,197	\$86,109
Group D	\$60,986	\$62,937	\$64,951	\$67,029	\$69,174	\$71,388	\$73,672	\$76,029	\$78,691
Group E	\$56,515	\$58,323	\$60,190	\$62,115	\$64,103	\$66,154	\$68,272	\$70,456	\$72,922
Group F	\$52,682	\$54,369	\$56,109	\$57,905	\$59,757	\$61,670	\$63,643	\$65,679	\$67,978
Group G	\$49,490	\$51,073	\$52,707	\$54,394	\$56,135	\$57,932	\$59,785	\$61,698	\$63,857

APPENDIX III
NURSE CLASSIFICATIONS
SALARY SCHEDULE

Classification	Regular Hours	Salary	Hourly	Other Compensation	
Associate Director of Nursing	40+	<u>Effective July 1, 2009</u>		Paid overtime at time and one-half for extra hours worked as a shift supervisor at the shift supervisor rate of pay. No additional pay or compensation for work in excess of 45 hours as Director. Work over 45 hours, hour of hour compensatory time of flexible work schedule.	
		Hire Salary	\$97,484		salaried
		Complete 18 months	\$99,921		
		Complete 30 months	\$102,419		
		Complete 42 months	\$104,980		
Assistant Director of Nursing	40	<u>Effective July 1, 2009</u>		Paid overtime at time and one-half for all hours worked in excess of 40.	
		Hire Salary	\$85,802		\$41.25
		Complete 18/24 months	\$87,946		\$42.28
		Complete 30/36 months	\$90,145		\$43.34
		Complete 42/48 months	\$92,399		\$44.42

APPENDIX III, continued

		<u>Effective July 1, 2009</u>			
Patient Care Coordinator	40	Hire Salary	\$78,411	\$37.70	Paid overtime at time and one-half for all hours worked in excess of 40.
Special Services R.N.		Complete 18/24 months	\$80,371	\$38.64	
M.D.S. Coordinator		Complete 30/36 months	\$82,381	\$39.61	
		Complete 42/48 months	\$84,440	\$40.60	

Staff Nurse R.N.	40	<u>Effective July 1, 2009</u>			
		Hire Salary	\$74,261	\$35.70	Paid overtime at time and one-half for all hours worked in excess of 40.
		Complete 18/24 months	\$76,118	\$36.60	
		Complete 30/36 months	\$78,020	\$37.51	
		Complete 42/48 months	\$79,970	\$38.45	

Notes:

1. For employees employed prior to July 1, 2003 the references to the 18, 30 and 42 month wage rates are based from July 1, 2003, the date the salary schedule became effective. For employees hired on or promoted after July 1, 2003 the references to the 18, 30 and 42 month wage rates are based from the date of hire or promotion. Increments for employees hired on or after March 15, 2007 shall be at 24, 36 and 48 months.
2. Town may continue the hiring bonus pursuant to Article 5 (A) (7).
3. Salary Schedule - The Town may hire above the hire salary based on the experience and qualifications of the candidate. If a candidate is hired above the hire salary, the employee advances to the next step upon completing the number of months of work between the step at which hired and the succeeding step. Employees advance to the succeeding step upon completing the required number of months of work i.e. 18 (24), 30 (36) and 42 (48) months.

**APPENDIX IV
ASSISTANT TOWN ATTORNEY CLASSIFICATIONS
SALARY SCHEDULE**

Effective July 1, 2008 – June 30, 2010

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Assistant Town Attorney III	\$108,048	\$113,929	\$119,810									
Assistant Town Attorney II	n/a	n/a	n/a	\$125,691	\$129,228	\$132,766	\$136,303	\$139,841	\$143,378	\$146,915	\$150,453	\$153,991
Assistant Town Attorney I	n/a	n/a	n/a	\$73,972	\$76,561	\$79,150	\$81,739	\$84,328	\$86,917	\$89,505	\$92,094	\$95,105
				\$66,734	\$69,069	\$71,405	\$73,741	\$76,077	\$78,412	\$80,748	\$83,083	\$85,799

APPENDIX V
GREENWICH AND PERROT LIBRARY PROVISIONS

- A. For each full-time librarian the standard workweek shall be thirty-five (35) hours, Monday through Saturday. All past practices providing for a workweek of less than thirty-five (35) hours per week shall be discontinued.
- B. All work performed on Sunday shall be compensated at one and one-half (1 1/2) times the regular rate.
- C. All work performed on regularly scheduled holidays shall be compensated at two and one-half (2 1/2) times the regular rate, which pay shall include holiday pay.
- D. For purposes of Article 23 Section B regarding layoff and rehiring, the two Town libraries shall be treated as a single department.

APPENDIX VI

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

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

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

If an objector is dissatisfied with the proportional allocation that has been determined on the ground that it assertedly does not accurately reflect the expenditures of the Union in the defined area, an appeal may be taken by such person to the Union Executive Board within 30 days following receipt of notice of the pro-rata share expenditure by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Executive Board shall render a decision on such appeal within 30 days following the receipt.

APPENDIX VII

The collective bargaining agreement between the Town and LIUNA provides for a salary schedule to which all bargaining unit positions are allocated to one of seven (7) salary grades. It is recognized that the Town is required, under “MERA” to negotiate with the appropriate bargaining representative as to the allocation to salary grades of newly created positions recognized to the bargaining unit and the re-allocation to salary grades of existing positions recognized to the bargaining unit.

LIUNA recognizes the Town’s managerial right to establish new positions and to reclassify existing positions subject to the aforementioned duty to negotiate as to the salary grade placement.

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

1. The Department of Human Resources shall, prior to posting, forward a copy of a new or reclassified position job classification to Business Manager of Local 136 that shall include the proposed salary grade placement.
2. The Business Manager shall notify, in writing, the Director of Human Resources within ten (10) business days from receipt of such job classification as to its position as to the proposed salary grade placement.
3. In the event of a disagreement regarding the proposed salary grade placement the following procedure shall be followed in place of the Article 21 grievance procedure. The parties shall meet to discuss the issue of salary grade placement for such position within ten (10) business days from receipt of such notice. The Town agrees not to post for such position until the aforementioned meeting. In the event the salary grade placement is not resolved at this step in the procedure, the Town may post the position and proceed to fill the position
4. Arbitration: Either the Town or the Union may proceed to arbitration as provided herein to resolve a dispute in the salary grade placement of a new position, an existing vacant position or reclassified position. The party requesting arbitration shall notify the other party in writing of its intent to arbitrate within five (5) business days from the date of the meeting held pursuant to paragraph 3 above. The parties may mutually agree to waive the five (5) day requirement. A notice to arbitrate shall be sent by the party seeking arbitration to the appropriate arbitrator with a copy to the other party. The notice to arbitrate shall include the title(s) in dispute. The arbitrator shall contact both parties to arrange for a mutually convenient date for the arbitration hearing. An arbitration hearing shall be scheduled by the arbitrator within twenty (20) business days from the date the notice to arbitrate is received by the arbitrator. The arbitrator shall be selected from the list of arbitrators agreed to by the parties. The arbitration hearing process shall be expedited. All evidence shall be produced at the scheduled arbitration hearing. Post hearing briefs will not be permitted but the parties may submit a post hearing written summation within three (3) business days from the date of the arbitration hearing. The arbitrator shall render a decision within ten (10) business days of receiving all documents. The authority of the arbitrator is limited to selecting from either the Town’s or the Union’s last best offer. Neither party shall appeal the decision of the arbitrator to

the courts. The decision of the arbitrator shall be final and binding on the parties and effective the first payroll period following receipt of the decision by the Director of Human Resources.

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

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

Arbitrators: 1. Michael Wittenberg

APPENDIX VIII

EMPLOYEE USE OF TOWN OWNED VEHICLES

As a condition of employment, an employee is responsible for commutation to and from his or her work location without any additional compensation from the Town. Due to business necessity, the Town may from time to time provide a Town owned vehicle to an employee to enable the employee to more efficiently perform his or her job responsibilities. At times this may include the ability of the employee to use the Town owned vehicle to commute to and from work from his or her residence.

- A. An employee who is provided the use of a Town owned vehicle on or after the date of this Agreement, shall have no expectation that the use of such vehicle shall become a permanent arrangement, practice or otherwise a contractual obligation on the part of the Town to the employee and that the Town may unilaterally modify or discontinued the arrangement with reasonable written notice provided to the employee. In the event the Town determines to modify or discontinue the employee's use of the Town owned vehicle, the employee shall not be entitled to any compensation for such modification and/or discontinuance and LIUNA expressly waives any right and relieves the Town of any obligation to negotiate the impact of the Town's determination in this regard. The Town shall provide for mileage reimbursement as set forth in Town Policy for use of personal vehicle for town business. In the future, the Town may, from time to time, allow an employee to take home a Town-owned vehicle, in order for that employee to efficiently perform his or her duties.
- B. An employee, who is authorized by the Town to use a Town owned vehicle for commutation, to travel between work locations or for other Town business, shall be required to adhere to the Town's policy No. 414.0 on operating Town vehicles as such policy may be adopted by the Town from time to time.
- C. The Town and LIUNA expressly acknowledge that this is the complete agreement on the subject of the use of Town owned vehicles and that any practice, written or oral understanding, or other agreements of any kind are superceded and replaced by the Terms of this Appendix XIV.

APPENDIX IX

TERMS AND CONDITINS OF EMPLOYMENT FOR
EMPLOYEES ASSIGNED TO NATHANIEL WITHERELL

Section 1: The Town may subcontract rehabilitation services at Nathaniel Witherell that have been performed by members of the bargaining unit in the classifications of Coordinator of Rehabilitation Services, Occupational Therapist and Physical Therapist. These classifications shall continue to be recognized to the bargaining unit.

Section 2: Each full-time employee shall receive the following nine (9) paid holidays:

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

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

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

A part-time employee shall be paid at the time and one-half rate of pay for work performed on a holiday specified in this Section. 2.

Section 3: Employees assigned to Nathaniel Witherell shall be entitled to four (4) days of personal leave each year on a pro rated basis.

Section 4: Effective July 1, 2009 the terms of Article 14 shall be in effect for employees assigned to Nathaniel Witherell.

Section 5: Full-time employees shall not be eligible for the benefits of Article 14 paragraph B(4) of this Agreement but in lieu thereof, shall enroll and become a participant of the Town sponsored Retiree Health Care Savings Plan. The Retiree Health Savings Plan shall require the following mandatory contributions: 1) the Town shall make a contribution of 0.5% of the employee's base salary and 2) the employee shall make a pre taxed contribution of 0.5% of the employee's base salary.

Section 6: The Town shall pay to any employee who is required to wear a uniform an annual allowance of two hundred fifty dollars (\$250). There shall be no pro-ration of the annual allowance for part-time employees.

Section 7: Nurses shall be paid pursuant to the nursing salary schedule annexed to the Agreement as Appendix III. The Town retains the right to offer a hiring bonus in recruiting nurses with one-half of the bonus paid within thirty-days of hire and the remaining one-half paid upon the completion of the employee's probationary period. A part time nurse who is scheduled to work 16 hours or more per week is included within the bargaining unit. A part time nurse who is scheduled to work less than 16 hours is not included within the bargaining unit. A part time nurse included within the bargaining unit shall be paid an hourly rate that is 120% of the established rate for their classification.

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

Section 8: The standard workweek shall consist of seven (7) days for each regular full-time nurse and may consist of the following:

- Forty (40) hours consisting of eight (8) hour shifts on any five days during the workweek.
- Forty (40) hours consisting of ten (10) hour shifts on any four days during the workweek.
- Thirty-six (36) hours consisting of twelve (12) hour shifts on any three days in the workweek.

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

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

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

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

Section 9: In lieu of that provided in Article 11 (Sick Leave) and Article 12 (Vacation) of the Agreement nurses who are assigned to eight hour shifts shall receive 160 hours of annual vacation and 96/192 hours of annual sick leave. Nurses who are assigned to a ten-hour shift schedule shall receive 160 hours of annual vacation and 90/190 hours of annual sick leave. Nurses who are assigned to a twelve-hour shift schedule shall receive 144 hours of annual vacation and 84/168 hours of annual sick leave.

Section 10: All work performed in excess of standard workweek provided in Section 9 above in a seven (7) day period shall be compensated at the rate of time and one-half.

Section 11: A differential of one dollar and fifty-five cents (\$1.55) shall be paid as a shift premium for day shifts, for all hours of work performed on weekends. The differential for evening weekend shifts shall be two dollars and fifteen cents (\$2.15) per hour, and two dollars and seventy-five cents (\$2.75) per hour for night weekend shifts. A weekend is defined as that period between 7:30 a.m. Saturday to 7:30 a.m. Monday. This differential shall not be included in the computation of the overtime rate but shall be paid in addition to the overtime rate.

Section 12: In addition to the differentials provided for in Section 11 above, a differential of one dollar and eighty cents (\$1.80) shall be paid for all hours of work performed on the evening shift and two dollars and twenty-five cents (\$2.25) per hour for all hours worked on the night shift. This differential shall not be included in the computation of the overtime or holiday rate but shall be paid in addition to the overtime rate.

Section 13: A nurse who is assigned as a Supervising Nurse shall be paid additional compensation equal to the sum of twenty-five dollars (\$25.00) per shift.

A nurse who is assigned to act as a Charge Nurse shall be paid additional compensation of fifteen dollars (\$15.00) per each such shift worked.

A nurse assigned to perform two or more separate job functions as, for example, covering two floors or a floor and the nursing office shall receive an additional twenty-five dollars (\$25.00) shift differential.

A nurse in the classification of Patient Care Coordinator shall receive an additional annual stipend of one thousand eight hundred dollars (\$1,800) to be payable in equal pay periods for the responsibility of twenty-four (24) hours on-call duties.

Section 14 Working During Vacations. A nurse, who agrees to work rather than to take a designated vacation, shall be paid at the regular straight time rate for the day plus pay for the earned vacation.

Section 15: Part-time employees are not eligible to receive paid vacation, sick or personal leave.

Section 16: The Town shall reimburse each nurse for the reasonable cost of tuition for educational courses taken within the local geographical area to update nursing skills and knowledge not to exceed thirty (30) classroom hours per nurse in any one-year.

Section 17: LIUNA Local 136, at its own expense, shall have the right to conduct an independent financial audit of Nathaniel Witherell. To that end, the Town recognizes LIUNA's right to reasonably review published financial reports, budgets and other published financial statements for Nathaniel Witherell and will provide reasonable access to such reports to auditors retained by LIUNA.

APPENDIX X

*Town of Greenwich & LIUNA
PPO Plan*

Preferred Provider Access Copay Benefit Summary

This is a summary of benefits for your Preferred Provider Organization Copay plan. *All plan deductibles, plan out-of-pocket maximums, plan maximum and service specific maximums (dollar and occurrence) cross accumulate between in and out-of-network unless otherwise noted.*

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	\$1,000,000
Dependent Children	Children covered to age 19, full time students to age 25 (Termination is end of birth month)	
Calendar Year Deductible Individual Two Person Aggregate Family Maximum Common Accident Multiple Birth	Not applicable	\$200 per person \$400 for two people \$500 per family One individual ded. applies One individual ded. Applies
Out-of-Pocket Maximum Includes deductible Individual Two Person Aggregate Family Maximum Does not apply to Benefits for accident or sickness are paid at 100% once an individual's out-of-pocket maximum has been reached (Includes Mental Health & Substance Abuse).	Not applicable	Yes \$800 per person \$1,600 for two people \$2,000 per family Non-compliance penalties and charges in excess of Reasonable & Customary
Reasonable & Customary Charges	Not applicable	Paid at the 90 th percentile
Outpatient Doctor's Office Visits For illness/injury	No charge after \$10 per visit copay	80% after deductible
Allergy Injections	No charge	80% after deductible

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
Preventive Care		
Routine Preventive Care for Children & Adults (including immunizations)	No charge	80% after deductible
Well Woman Care (including Pap Test)	No charge	80% after deductible
Mammograms	No charge	80% after deductible
Routine Hearing Exams (Once each in every 24 months)	No charge	80% after deductible
Routine Vision Exams (Once each in every 24 months)	No charge	
Voluntary Second Opinions for Surgery	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility	80% after deductible
Outpatient Pre-Admission Testing Office Visit	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility	80% after deductible
Outpatient Facility	No charge	80% after deductible
Inpatient Hospital - Facility Services Covered in full subject to Pre-Admission Certification/Continued Stay Review		
Semi-private room	Limited to the semi-private negotiated rate	Limited to semi-private rate
Private room	Limited to the semi-private negotiated rate	Limited to semi-private rate (Unless medically necessary or Hospital does not have semi-private rooms)
Intensive Care Unit	Limited to the negotiated rate	Limited to the ICU daily rate
Inpatient Hospital Doctor's Visits/Consultations	No charge	80% after deductible
Inpatient Hospital Professional Services	No charge	80% after deductible

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
Surgeon Radiologist Pathologist Anesthesiologist		
Multiple Surgical Reduction	Negotiated arrangement	Multiple surgeries performed during one operating session will result in payment reduction of 50% of the surgery of the lesser charge. The most expensive procedure is paid as any other surgery.
Outpatient Surgical Facility Services	No charge	80% after deductible
Outpatient Professional Services Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
Emergency Care Doctor's Office	No charge after \$10 per visit copay	No charge after \$10 per visit copay
Hospital Emergency Room	No charge after \$25 per visit copay**	No charge after \$25 per visit copay**
Outpatient Facility or other Urgent Care Facility	No charge after \$10 per visit copay**	No charge after \$10 per visit copay**
Walk In Center		
Ambulance (medically necessary)	No charge	No charge
Skilled Nursing Facility Up to a maximum of 120 days per calendar year No prior hospitalization required	No charge	80% after deductible
Independent Lab and X-ray Services (Facility and Professional Services) Hospital Outpatient	No charge	80% after deductible
Lab and X-ray Facility	No charge	80% after deductible
Doctor's Office	No charge, included in \$10 per visit copay if performed and billed by treating physician	80% after deductible
Outpatient Short Term Rehabilitation Includes:		

Benefits	Preferred Provider Access Copay Plan	
	<i>In-Network</i>	<i>Out-of-Network</i>
Physical Therapy Speech Therapy	No charge after \$10 per visit copay	80% after deductible
<i>Chiropractic Outpatient Rehabilitation</i> (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
<i>Occupational Outpatient Rehabilitation</i> (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
<i>Home Health Care</i>	No charge	80% after deductible
<i>Outpatient Private Duty Nursing</i> (when medically necessary)	No charge	80% after deductible
<i>Hospice (Patient diagnosed with 6 months or less to live)</i> Inpatient Facility	No Charge	80% after deductible
Outpatient Setting	No Charge	80% after deductible
<i>Abortion</i> Inpatient Facility	No charge	80% after deductible
Outpatient Surgical Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<i>Family Planning</i> Office Visits including Tests and Counseling	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a separate facility	80% after deductible
Surgical sterilization procedures for Vasectomy/Tubal Ligation <i>(excludes reversals)</i>		
Inpatient Facility	No charge	80% after deductible
Outpatient Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<i>Maternity</i> Initial visit to determine pregnancy	No charge after \$10 per visit copay	80% after deductible
All subsequent Prenatal visits, Postnatal visits and Delivery	No charge	80% after deductible
Hospital Covered in full subject to Pre-Admission	No charge	80% after deductible

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
Certification/Continued Stay Review Birthing Center	No charge	80% after deductible
Infertility Treatment <i>(Including Artificial Insemination, In-vitro Fertilization, GIFT, ZIFT)</i> (\$25,000 per Lifetime)		
Doctor's Office Visit	No charge after \$10 per visit copay	80% after deductible
Inpatient Facility	No charge	80% after deductible
Covered in full subject to Pre-Admission Certification/Continued Stay Review		
Physician's Services	No charge	80% after deductible
Organ Transplants Includes all medically appropriate, non-experimental transplants Inpatient Facility	No charge	80% after deductible
Covered in full subject to Pre-Admission Certification/Continued Stay Review (Includes Travel Benefit for Lifesource Facilities only)		
Physician's Services	No charge	80% after deductible
Durable Medical Equipment	No charge	80% after deductible
External Prosthetic Appliances	No charge	80% after deductible
Hearing Aids	No charge up to \$500 one every 24 months Children up to age 12 \$1,000 every 24 months.	
Mental Health <i>(Includes Metabolic Disorders)</i>		
Inpatient	No charge	80% after deductible
Covered in full subject to Pre-Admission Certification/Continued Stay Review		
Outpatient	No charge after \$10 per visit copay	80% after deductible
Alcohol and Drug Abuse Rehabilitation		
Inpatient	No charge	80% after deductible
Covered in full subject to Pre-Admission Certification/Continued Stay Review		
Outpatient	No charge after \$10 per visit copay	80% after deductible
Temporomandibular Joint Syndrome		

Benefits	Preferred Provider Access Copay Plan	
	In-Network	Out-of-Network
(TMJ) (Appliances Only – remainder of charges covered under dental)	No charge	80% after deductible
Prescription Drugs	See Prescription Drug Plan	
Medical/Health Information	MyHealth@Anthem.com	
Pre-Admission Certification - Continued Stay Review	Inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review (PAC/CSR) \$400 Penalty for non-compliance. To pre-certify, call 1-800-233-4947	
Case Management - Voluntary Program	This is a service designed to provide assistance to a patient who is at risk of developing medical complications or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life. 1-800-233-4947	

Specific Covered Benefits:

This plan provides certain benefits related to breast reconstruction. If a participant or dependent under this plan is receiving mastectomy benefits and elects breast reconstruction in connection with the mastectomy, coverage will include:

1. Reconstruction of the breast on which a mastectomy has been performed;
2. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedema.

Benefit Exclusions **Specific Covered Benefits:** This plan provides certain benefits related to breast reconstruction. If a participant or dependent under this plan is receiving mastectomy benefits and elects breast reconstruction in connection with the mastectomy, coverage will include: 1. Reconstruction of the breast on which a mastectomy has been performed; 2. surgery and reconstruction of the other breast to produce a symmetrical appearance; and 3. prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedema.

- < Services not medically necessary, except specifically outlined preventive care
- < Cosmetic Surgery, unless a) a person receives an injury, while insured for these benefits, which results in bodily damage requiring the surgery; or b) it qualifies as reconstructive surgery following medically necessary surgery; c) it is required to provide or restore a normal bodily function; or d) it is performed on a dependent who is less than 16 years old.
- < Charges which the person is not legally required to pay
- < Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service
- < Experimental or investigational procedures and treatments not approved by the American Medical Association
- < Any injury resulting from, or in the course of, any employment for wage or profit
- < Any sickness covered under any workers compensation or similar law
- < Custodial services not intended primarily to treat a specific injury or sickness, or any education or training

- < Reports, evaluations, examinations or hospitalizations not required for health reasons
- < Reversal of voluntary sterilization procedures
- < Transsexual surgery and related services
- < Surgical treatment for correction of refractive errors, including radial keratotomy
- < Routine foot care
- < Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder
- < Over the counter disposable or consumable supplies
- < Charges in excess of the Reasonable and Customary allowance
- < Speech therapy if a) used to improve speech skills that have not been fully developed; b) can be considered custodial or educational; or c) intended to maintain speech communication. Speech therapy which is not restorative in nature will not be covered.
- < Eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery
- < Treatment of teeth/periodontal under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth and for oral surgical procedures performed in a hospital that are dental in nature.

This Benefit Summary highlights some of the benefits available under your plan. A complete description regarding the terms of coverage, exclusions and limitations, will be provided in your insurance certificate or plan description which controls in the event of any conflict.

APPENDIX XI

**TOWN OF GREENWICH
POINT OF SERVICE (POS) PLAN DESIGN**

BENEFITS	IN-NETWORK¹	OUT-OF-NETWORK²
FINANCIAL		
Deductible:	None	\$250 per person, \$700 Family
Maximum Out-of-Pocket Cost: (does not include charges in excess of allowed amount or non-covered benefits)	None	\$900 per person, \$2,100 Family
Maximum Lifetime Benefit Per Member	Unlimited	\$1,000,000
Coinsurance Level	N/A	80% after deductible (subject to Reasonable and Customary limit)
PREVENTIVE CARE		
Routine and Preventative Care: (Including immunizations and Lymerix vaccinations, physical examinations, and vision examinations.)	\$10 co-pay	80% after deductible
Routine Hearing Exams:	\$10 co-pay	80% after deductible
Routine Mammograms:	\$10 co-pay	80% after deductible
Well Woman Care, including Pap Test	\$10 co-pay	80% after deductible

PHYSICIAN OFFICE VISITS		
Primary Care Physician	\$15 co-pay	80% after deductible
Specialist	\$15 co-pay	80% after deductible
INDEPENDENT LAB AND X-RAY SERVICES		
Doctor's Office:	Included in \$15 Co-payment if performed and billed by treating physician.	80% after deductible
Lab and X-Ray Facility:	No Cost	80% after deductible
Hospital Outpatient:	No Cost	80% after deductible
MATERNITY CARE		
Initial Visit to Determine Pregnancy:	\$15 Co-payment per visit	80% after deductible
All Subsequent Prenatal/Postnatal Visits:	No Cost	80% after deductible
Hospital/Birthing Center:	No Cost	80% after deductible
FAMILY PLANNING*/INFERTILITY TREATMENT		
Office Visit (includes all tests billed by provider and counseling):	\$15 Co-payment per Visit	80% after deductible

FAMILY PLANNING*/INFERTILITY TREATMENT, continued

Physicians Services (Other than Above):	No Cost	80% after deductible
Abortion (Non- Elective Only)	No Cost	80% after deductible
• Inpatient Facility:	No Cost	80% after deductible
• Outpatient Facility:	No Cost	80% after deductible
• Physicians Services:		

OUTPATIENT CARE

Pre-Admission Testing:	No Cost	80% after deductible
• Office Visit:		
	No Cost	80% after deductible
• Outpatient Facility:		
	No Cost	80% after deductible
Professional Services:		
• Anesthesiologist, Radiologist, Pathologist	No Cost No Cost	80% after deductible 80% after deductible
• Surgeon		
• Assistant Surgeon or Co-Surgeon	No Cost	80% after deductible
• Physician Visit – Other than Office Visit		

OUTPATIENT CARE, continued		
Surgical Facility Services • Outpatient Surgery: (includes all related charges)	No Cost	80% after deductible
INPATIENT CARE		
Room and Board**:	No Cost	80% after deductible
Intensive Care Unit	No Cost	80% after deductible
Other Inpatient Care:	No Cost	80% after deductible
Professional Services:		
• Anesthesiologist, Radiologist, Pathologist	No Cost	80% after deductible
• Surgeon	No Cost	80% after deductible
• Assistant Surgeon or Co-Surgeon	No Cost	80% after deductible
• Physician Visit:	No Cost	80% after deductible
MENTAL HEALTH CARE		
Outpatient Mental Health Care: (Includes Metabolic Disorders)	\$15 Co-payment Per Visit	80% after deductible
Inpatient Mental Health Care: (Includes partial hospitalization and Metabolic Disorders)	No Cost	80% after deductible

DRUG/ALCOHOL ADDICTION		
Impatient (includes partial hospitalization):	No Cost	80% after deductible
Outpatient:	\$15 Co-payment Per Visit	80% after deductible
HOME HEALTH OR HOSPICE CARE		
Home Health:	No Cost	80% after deductible
Impatient Hospice Care:	No Cost	80% after deductible

OTHER SERVICES

Second Opinion: (Includes all billed charges by Physician)	\$15 Co-payment	80% after deductible
Skilled Nursing Facility: (Limited to 120 days per calendar year)	No Cost	80% after deductible
Outpatient Private Duty Nursing:	No Cost	80% after deductible
Durable Medical Equipment:	No Cost	80% after deductible
External Prosthetic Appliances:	No Cost	80% after deductible
Routine Vision Exams: (Limited to once each in every 24 months)	No Cost	Not covered
Hearing Aids:	Not covered	Not covered
Organ Transplants		
• LifeSource Facility:	No Cost	n/a
• Non-LifeSource Facility:	No Cost	Not covered

EMERGENCY CARE

Not Life Threatening:

• At Physician's Office	\$15 Co-payment Per Visit	80% after deductible
• Urgent Care at an Urgent Care Center	\$15 Co-payment Per Visit	80% after deductible
• Emergency Room or Outpatient Facility (includes all related charges):	\$50 Co-payment Per Visit (waived if admitted)	80% after deductible
• Ambulance:	No Cost	80% after deductible

Life Threatening:

• At Physician's Office	\$15 Co-payment Per Visit	100% after \$15 Co-payment
• Urgent Care at an Urgent Care Center	\$15 Co-payment Per Visit \$50 Co-payment Per Visit	100% after \$15 Co-payment 100% after \$50 Co-payment
• Emergency Room	No Cost	No Cost
• Ambulance:		

NOTES:

*** Bed and Board Daily Limit- In-Network: Facility's negotiated daily rate; Out-of-network: facility's most common daily rate for semi-private room.

** Bed and Board Daily Limit- In-Network: Hospitals negotiated daily rate; Out-of-Network: Hospitals most common daily rate for semi-private room or ICU rate for Intensive Care (private room if medically necessary or if hospital does not have semi-private rooms); requires Pre-Admission Certification.

* Covers Surgical Sterilization procedures for Vasectomy/Tubal Ligation; Excludes Reversals. \$25,000 lifetime maximum for all fertility/family planning services.

Conditions and Limitations

You are covered for emergencies anywhere in the world. If the situation is life threatening, go straight to the nearest hospital's emergency room or call 911. If at all possible, try to reach your primary care physician. Please be sure it is a true emergency. Many people go to the emergency room for things like

colds, sore throats, coughs and routine fevers because it is convenient. While none of these problems constitutes an emergency, you are covered for all of them through a visit to your physician's office. You will be responsible for any emergency room charges when it is not an emergency.

Out of Network Benefits

When using Out of Network benefit, prior authorization is required for all inpatient and outpatient hospital admissions, all elective ambulatory surgical procedures, and most diagnostic procedures performed in a non-plan hospital or freestanding surgical center. To obtain prior authorization, please contact the Customer Service Department. A penalty is applied to Out of Network reimbursement when the member does not complete the prior authorization process.

General Exclusions

You are not covered for physical exams for employment, insurance, school, premarital requirement or summer camp (unless substituted for a normal physical exam); prescription drugs and some injectable dispensed by a physician in his or her office; prescription drugs prescribed for a non-covered service; dental services; eyeglasses or contact lenses; routine foot care; foot orthotics; some transplant procedures; cosmetic or reconstructive surgery, unless medically necessary; custodial services; weight-reduction programs; marriage counseling; or long-term psychiatric treatment.

The plan will not duplicate any benefits for which members are entitled under worker's compensation, No-Fault, Medicare, or other group health insurance coverage.

APPENDIX XII

TOWN OF GREENWICH AND LIUNA

PRESCRIPTION DRUG PLAN

PRESCRIPTION DRUGS		
Prescription Coverage Retail Pharmacy	\$ 5 Generic Drug Co-payment \$25 Preferred Brand Name Drug Co-payment \$40 Co-payment for all other drugs per prescription Mandatory Mail Order for maintenance medications after 2 retail Unlimited Maximum per Member, per Calendar Year	Covered in Network Only
Mail Order Pharmacy	\$10 Generic, \$50 Preferred Brand Name \$80 all other drugs (up to a 90-Day Supply)	Covered in Network Only

APPENDIX XIII

DENTAL INSURANCE PLAN

Effective Date	First day of the first month following date of employment
Eligibility	Active regular full-time employee
Dental Benefits	
Calendar year deductible,	
Per person	\$100
Per family unit	\$300
The deductible applies to these classes of service:	
Class B Services – Basic	
Class C Services – Major	
Class D Services – Orthodontia	
Dental Percentage Payable	
Class A Service – Preventive	100%
Class B Services – Basic	80%
Class C Services – Major	50%
Class D Services - Orthodontia	50%
Maximum Benefit Amount	
For <u>other</u> than Class D – Orthodontia:	
Per person per calendar year	\$2,000
For Class D – Orthodontia:	
Lifetime maximum per person (age 8 to 19 years old)	\$1,500
Pre-Existing	None