

MEMORANDUM OF AGREEMENT
 BETWEEN
 THE TOWN OF GREENWICH
 AND
 LOCAL 456 I.B.T.

1. The terms of the Town/Local 456 collective bargaining agreement shall be amended by the terms of this Agreement. The terms of this Agreement shall only apply to Local 456 represented employees assigned to Nathaniel Witherell who are employed in the classifications as set forth in paragraph 2 below. The terms of this Agreement shall become effective with the date of the Agreement, except as otherwise expressly set forth herein, and shall expire on June 30, 2009.

2. General Wage Increase:

a) Effective July 1, 2007 all employees shall be paid pursuant to the wage schedules annexed to the collective bargaining agreement except that the wage shall be expressed as an hourly rate as set forth below in this paragraph.

b) Effective July 1, 2007 the salary schedules annexed to the collective bargaining agreement shall be amended to reflect hourly rates of pay as set forth below.

c) Effective July 1, 2008 all employees, except LPN's, CNA's and pre 7/1/2005 Building Maintenance Mechanics shall receive one-time lump sum payment equal to the one-time lump sum payment to be paid in July 2007 increased by 3.25%. The one time lump sum payment shall be considered pensionable earnings and eligibility to receive the one-time payment shall be based on the eligibility requirements in effect for such payments. Eligible part time employees shall receive the pro rated lump sum payment in the same manner that part time employees have received such payment under the current collective bargaining agreement.

d) Effective July 1, 2008 LPN's, CNA's and pre 7/1/2005 Maintenance Mechanics shall receive a 3.25% general wage increase in the base hourly rate.

Classification	7/1/2007 Hourly Rate Pre 7/2005	7/1/2007 Hourly Rate Post 7/2005 Hire/Job	7/1/2008 Hourly Rate Pre 7/2005	7/1/2008 Hourly Rate Post 7/2005 Hire/Job	7/1/2008 Lump Sum Payment Job Rate
Food Service Worker	\$18.21	\$11.35/\$12.61	\$18.21	\$11.72/\$13.02	\$1,220
Housekeeper I	\$19.14	\$10.39/\$11.55	\$19.14	\$10.73/\$11.93	\$1,283
Laundry Worker	\$19.14	\$10.67/\$11.85	\$19.14	\$11.02/\$12.24	\$1,283
Certified Nursing Assistant	\$16.74	\$12.64/\$14.05	\$17.29	\$13.05/\$14.51	N/A
Cook I	\$19.54	\$12.95/\$14.39	\$19.54	\$13.37/\$14.86	\$1,310
Housekeeper II	\$20.75	\$10.95/\$12.16	\$20.75	\$11.31/\$12.56	\$1,391
Cook II	\$21.55	\$16.25/\$18.05	\$21.55	\$16.78/\$18.64	\$1,446
Housekeeper/Laundry Foreman	\$22.56	\$14.74/\$16.38	\$22.56	\$15.22/\$16.91	\$1,513
Motor Equipment Operator	\$22.56	\$14.74/\$16.38	\$22.56	\$15.22/\$16.91	\$1,513
Building Maintenance Mechanic	\$26.72	\$15.22/\$16.91	\$27.58	\$15.71/\$17.46	N/A
LPN's	\$27.76	\$24.98/\$27.76	\$28.67	\$25.79/\$28.66	N/A

3. Effective July 1, 2007 all employees currently scheduled to a 35 hour workweek (scheduled 37.5 hours with an unpaid 30 minute meal period) shall be scheduled to work a 37.5 hour workweek (scheduled 40 hours with an unpaid 30 minute meal period).

4. Employees shall be paid at the straight time rate for the first thirty-seven and one-half hours of work and time and one half for hours worked in excess of thirty seven and one-half (except as otherwise provided in paragraph 5). For purposes of determining overtime worked, paid holidays as set forth in Article IV of the collective bargaining agreement as amended by paragraph 8 of this Agreement, pre-approved paid vacation, pre-approved paid personal leave, pre approved jury duty, absences for medical appointments pre approved with a minimum of seven (7) days advance notice and absences due to approved workers' compensation disabilities shall be considered as time worked. The straight time rate of pay shall be the rate reflected on the salary schedules appended to the collective bargaining agreement as set forth in paragraph 2 above. During the employee's regular workweek the Town shall not, without the consent of the employee, reduce the employee's regular daily schedule in order to avoid paying overtime for time worked in excess of the regular workday during such workweek.

5. Overtime worked on an employee's regular scheduled day off shall be paid at the time and one half rate of pay. (Eliminate requirement of Article III (5) requiring double time for work on the employee's second regularly scheduled day off). Double time will continue to be paid for work performed on the employee's second regularly scheduled day off in instances when the employee worked on the first scheduled day off in that workweek resulting in work performed on all seven days in the workweek.

6. Retiree Health Savings Plan/ Employee Health Insurance Credits: An employee hired on or after the date of this Agreement shall not be eligible for the retiree health care credit. The Town shall sponsor a Retiree Health Savings Plan into which such employee shall enroll. 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. 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.

7. Night/Weekend Differentials: Effective July 1, 2007 the wage differentials shall be increased as follows:

LPN Charge Nurse to \$15.00 from \$5.00
Evening Shift to \$1.15 from \$0.95
Night Shift to \$1.35 from \$1.10
Weekend Day Shift \$1.25 (no change)
Evening Shift to \$1.50 from \$1.25
Night Shift to \$1.75 from \$1.25

8. Holidays/Personal Leave: Effective July 1, 2007, Good Friday, Columbus Day and Veteran's Day shall be eliminated as paid holidays. Employees hired prior to the date of this Agreement shall receive an additional three days (total of 4) of personal leave per year. Newly hired employees with less than two years of service shall receive one day of personal leave per

year and thereafter become eligible for four (4) personal leave days upon completion of two (2) years of work:

There shall be no obligation on the part of the Town to schedule employees to work on holidays that fall on the employee's regular scheduled workday. In non-nursing departments holidays that fall during the regular workweek staffing shall first be among employees in the classification who volunteer based on seniority and if additional staffing is required in reverse order of seniority. In nursing departments the existing practice of scheduling employees for holidays shall continue.

9. Medical Insurance: Effective July 1, 2007 employees cost share of medical insurance premiums shall be as follows: HealthNet HMO and POS 10%, Health Savings Account/High Deductible Plan 10%, Anthem POS and PPO 15%. The employee cost share for the Dental and Prescription drug plans shall be 10%. The retail co-pays for the prescription drug plan shall be increased to \$5/\$25/\$40 with two-times retail for mail order. Effective July 1, 2008 the Anthem PPO employee cost share shall increase to the difference between 85% of the Anthem POS and the total premium for the Anthem PPO.

10. Part-Time Employees: Effective July 1, 2007 part time LPN's shall not be eligible to earn paid vacation and sick leave and shall not be eligible to receive pro rated holiday pay (continue to be paid for work performed on a holiday). Any vacation and sick leave accrued by a part time employee as of June 30, 2007 shall remain to the credit of the employee until exhausted. A part time LPN shall earn 120% of the full time base hourly rate of pay. Effective July 1, 2007 part time employees other than LPN's shall continue to receive pro rated sick and vacation leave but shall no longer be eligible for pro rated holiday pay (continue to be paid for work performed on a holiday).

11. Retiree Life Insurance: Effective July 1, 2007 retiree life insurance shall be eliminated for employees who retire on or after the date of this Agreement.

12. Workers' Compensation: The Town may, without further negotiations with Local 456, implement a medical care plan network for all new medical claims. 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.

13. Retirement Incentive Program: Effective with the signing of this Agreement, an employee who meets the rule of 70 is eligible for retirement during the term of this Agreement (including retirements effective July 1, 2009). An employee who retires under this retirement incentive program shall receive three (3) additional years of credited service in calculating the employee's ordinary retirement allowance. For purposes of this retirement incentive program the maximum retirement allowance shall be increased to 72.6666% from 66.6666%. To be eligible to receive the retirement incentive benefits the employee is required to provide the Director of Nathaniel Witherell and the Retirement Plans Administrator with one hundred twenty (120) days notice of their election to retire. Employees who retire under this retirement incentive program shall be eligible to receive payments for accrued unused vacation leave and payment for accrued unused sick leave based on the formula in Article VI (2) of the collective bargaining agreement, except that employees who retire prior to June 30, 2007 shall receive payment for accrued unused sick leave based on the following formula: the first 49 sick days shall be valued at 50%, sick days from 50 to 99 days shall be valued at 75% and sick days over 100 shall be

valued at 100%. The Director of Nathaniel Witherell may, in his discretion and based on business necessity, delay retirement dates elected by employees for a period not greater than two months.

14. Severance Payments: An employee who is laid off due to the abolishment of his or her position (including due to subcontracting) during the term of this Agreement shall receive the following severance payments: one week of base pay for each year, pro rated for less than a full year, of full time work; payment for accrued unused vacation; and, payment for accrued unused sick leave based on the formula in Article VI (2) of the collective bargaining agreement except that employees with less than 74 days shall be paid for 50% of the accrued unused sick leave balance.

15. Subcontracting: The Town shall have the right to subcontract landscaping. In the event the Town desires to subcontract other functions the terms of Appendix VII (Subcontracting) of the collective bargaining agreement shall apply. The Town agrees that it will not make any demand to subcontract prior to January 1, 2008.

16. Contract Construction: The parties agree to include a new Article entitled "Nathaniel Witherell" in the collective bargaining agreement which will contain the following provision: "The terms and conditions of this Agreement shall be applicable to employees assigned to Nathaniel Witherell except as expressly modified in Appendix XVI to the Agreement". The parties will draft a new Appendix XVI to the collective bargaining agreement that shall provide for all terms and conditions of employment unique to employees assigned to Nathaniel Witherell.

For the Town of Greenwich

James Lash, First Selectman _____ Date: _____

For Teamsters Local 456

Edward Doyle, Jr., President _____ Date: _____

APPENDIX II (A)
Nathaniel Witherell
Base Salary Schedule and Lump Sum Payments

For Employees Hired Prior to July 1, 2005 (except Bldg Maintenance Mechanics and LPN's)

Job Classification	Base Salaries		One Time Lump Sum Payments									
	July 1, 2004 – June 30, 2009		1-Jul-04		1-Jul-05		1-Jul-06		1-Jul-07		1-Jul-08	
	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate	Hire Rate	Job Rate
NW-01 Food Service Worker N.W.	\$16.39	\$18.21	\$895	\$994	\$998	\$1,109	\$1,031	\$1,145	\$1,064	\$1,182	\$1,099	\$1,220
NW-02 Housekeeper I	\$17.22	\$19.14	\$940	\$1,045	\$1,049	\$1,166	\$1,083	\$1,204	\$1,119	\$1,243	\$1,155	\$1,283
Laundry Worker												
Certified Nursing Assistants	\$15.07	\$16.74	\$940	\$1,045	\$1,049	\$1,166	\$1,083	\$1,204	\$1,119	\$1,243	n/a	n/a
NW-03 Cook I - N.W.	\$17.59	\$19.54	\$960	\$1,067	\$1,071	\$1,190	\$1,106	\$1,229	\$1,142	\$1,269	\$1,179	\$1,310
NW-04 Housekeeper II	\$18.67	\$20.75	\$1,019	\$1,133	\$1,138	\$1,264	\$1,174	\$1,305	\$1,213	\$1,347	\$1,252	\$1,391
NW-05 Cook II N.W.	\$19.39	\$21.55	\$1,059	\$1,177	\$1,182	\$1,313	\$1,220	\$1,356	\$1,260	\$1,400	\$1,301	\$1,446
NW-06 Housekeeping/Laundry Foreman	\$20.30	\$22.56	\$1,108	\$1,232	\$1,237	\$1,374	\$1,277	\$1,419	\$1,318	\$1,465	\$1,361	\$1,513
Motor Equipment Operator												

Each employee on the active payroll as of the dates listed below shall receive a one-time lump sum payment as shown on the above schedule.

Such payment shall be made with the first bi-weekly payroll following July 1. A newly hired employee shall become eligible to receive the one-time lump sum payment effective on the July 1st following the employee's completion of his or her probationary period.

APPENDIX II (B)
Nathaniel Witherell
 LPN, CNA and Building Maintenance Mechanic Base Salary Schedule

		1-Jul-04		1-Jul-05		1-Jul-06		1-Jul-07		1-Jul-08	
		<u>Hire</u>	<u>Job Rate</u>	<u>Hire</u>	<u>Job Rate</u>	<u>Hire</u>	<u>Job Rate</u>	<u>Hire</u>	<u>Job Rate</u>	<u>Hire</u>	<u>Job Rate</u>
		<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Certified Nursing											
NW-02	Assistants	\$15.07	\$16.74	\$15.07	\$16.74	\$15.07	\$16.74	\$15.07	\$16.74	\$15.56	\$17.29
	Building										
	Maintenance										
NW -07	Mechanics (NW)	\$21.84	\$24.27	\$22.55	\$25.06	\$23.29	\$25.88	\$24.04	\$26.72	\$24.83	\$27.58
NW-08	LPN (Staff/Charge)	\$22.70	\$25.22	\$23.44	\$26.04	\$24.20	\$26.89	\$24.99	\$27.76	\$25.80	\$28.67

Appendix II (C)
Base Hourly Rate Schedule
Nathaniel Witherell

For Employees Hired On Or After July 1, 2005, except LPN Staff/Charge

<u>Job Classification</u>	1-Jul-05		1-Jul-06		1-Jul-07		1-Jul-08	
	<u>Hire</u>	<u>Job</u>	<u>Hire</u>	<u>Job</u>	<u>Hire</u>	<u>Job</u>	<u>Hire</u>	<u>Job</u>
Food Service Worker N.W.	\$10.91	\$12.12	\$11.13	\$12.36	\$11.35	\$12.61	\$11.72	\$13.02
Housekeeper I	\$10.00	\$11.10	\$10.19	\$11.32	\$10.39	\$11.55	\$10.73	\$11.93
Laundry Worker	\$10.25	\$11.39	\$10.46	\$11.62	\$10.67	\$11.85	\$11.02	\$12.24
Certified Nursing Assistants	\$12.15	\$13.50	\$12.39	\$13.77	\$12.64	\$14.05	\$13.05	\$14.51
Cook I - N.W.	\$12.44	\$13.83	\$12.70	\$14.11	\$12.95	\$14.39	\$13.37	\$14.86
Housekeeper II	\$10.52	\$11.69	\$10.73	\$11.92	\$10.95	\$12.16	\$11.31	\$12.56
Cook II N.W.	\$15.61	\$17.35	\$15.93	\$17.70	\$16.25	\$18.05	\$16.78	\$18.64
Housekeeping/Laundry Foreman	\$14.17	\$15.74	\$14.45	\$16.05	\$14.74	\$16.38	\$15.22	\$16.91
Motor Equipment Operator	\$14.17	\$15.74	\$14.45	\$16.05	\$14.74	\$16.38	\$15.22	\$16.91
Building Maintenance Mechanic - NW	\$14.62	\$16.25	\$14.92	\$16.58	\$15.22	\$16.91	\$15.71	\$17.46