

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF GREENWICH

AND

GREENWICH PUBLIC HEALTH NURSES' ASSOCIATION,
LOCAL 1303-222 CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO

July 1, 2008 - June 30, 2012

TABLE OF CONTENTS

Article		
	Preamble	1
1.	Recognition.....	1
2.	Notice.....	1
3.	Part-time Employees.....	1
4.	Wages.....	2
5.	Collective Bargaining	2
6.	Hours and Work Week.....	3
7.	Overtime	4
8.	Temporary Assignments	5
9.	Holidays.....	5
10.	Sick Leave.....	5
11.	Educational Leave.....	7
12.	Sabbatical Leave	7
13.	Leaves of Absence Without Pay	8
14.	Military Leave.....	8
15.	Injury Leave	9
16.	Funeral Leave.....	9
17.	Personal Leave	9
18.	Vacation	10
19.	Employee Accounts	11

Article		
20.	Insurance	11
21.	Transportation Reimbursement.....	15
22.	Educational Reimbursement	16
23.	Pensions	16
24.	Health Appointments	19
25.	Grievance Procedure	19
26.	Conditions of Employment	21
27.	Appointments.....	24
28.	Termination of Employment.....	26
29.	Seniority.....	26
30.	Anti-Discrimination and Construction.....	27
31.	Reciprocal Rights.....	27
32.	Duration	27
Appendix I	Wage Schedules	29
Appendix II	Step Placement.....	34
Appendix III	Anthem PPO Century Preferred.....	35
Appendix IV	Prescription Drugs	42
Appendix V	Anthem Bluecare	43
Appendix VI	Dental Benefits	45
Appendix VII	Meal Time Resolution	46

PREAMBLE

It is the purpose of the parties via this Agreement: to maintain and promote harmonious relations between the Town and the Union; to establish a peaceful and equitable procedure for the resolution of any differences with respect to provisions of this Agreement; to establish salaries, hours and other terms and conditions of employment as indicated in this Agreement; and to cooperate mutually in the delivery of service to the public.

In furtherance thereof, the TOWN OF GREENWICH ("Town") and the GREENWICH PUBLIC HEALTH NURSES' ASSOCIATION, LOCAL 1303-222 OF CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO ("Union") agree as follows:.

1. RECOGNITION

In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, the Town recognizes the Union as the exclusive bargaining representative for the employees in the classifications set forth in Appendix I, who are regularly scheduled to work by the Town on a permanent basis twenty (20) hours, or more, per week.

2. NOTICE

The Town shall provide the Union with a list of all bargaining unit employees as soon as possible after July 1 of each year showing their classification, date of hire, current salary and pay grade. The Town shall notify the Union in writing of new hires, terminations, transfers and promotions in the bargaining unit providing the Union with the following information; date of hire, termination, transfer or promotion, classification, salary and pay grade. The Town shall make such notification to the Union within ten (10) working days from the date of such personnel action.

The Town shall provide each current employee in the bargaining unit with a copy of the collective bargaining agreement. Employees hired during the term of this agreement shall be provided with a copy of their job description, salary grade, step and a copy of this agreement at employee orientation. The Town shall make available other relevant documents for inspection by the employees.

3. PART-TIME EMPLOYEES

The annual wage of a part-time employee working twenty (20) hours or more per week shall be proportionate (based on the number of hours worked compared to the number of hours in the normal workweek) to the annual wage of a full-time employee.

A permanent part-time employee covered by this Agreement shall receive the benefits of Articles 4 and 9 as specified. Such employee shall not be entitled to any other leave, insurance or other fringe benefits under this Agreement.

4. WAGES

- A. The annual or hourly, as applicable, wage rates of employees of the bargaining unit shall be payable at the rates per year or per hour, as applicable, set forth in Appendix I to this Agreement.
- B. The wage rates set forth in Appendix I, to be effective and retroactive to July 1, 2008, shall reflect an increase of 3.25 % over the rates in effect on June 30, 2008.
- C. The wage rates set forth in Appendix I, to be effective July 1, 2009, shall reflect an increase of 3.5% over the rates in effect on June 30, 2008.
- D. The wage rates set forth in Appendix I, to be effective July 1, 2010, shall reflect an increase of 3.25%) over the rates in effect on June 30, 2009.
- E. The wage rates set forth in Appendix I, to be effective to July 1, 2011, shall reflect an increase of 3.5% over the rates in effect on June 30, 2010.
- F. The Town may, without further negotiations with the Union, offer a one-time hiring bonus 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 the thirty (30) day period prior to the employee completing his/her probationary period.

5. COLLECTIVE BARGAINING

- A. The Town shall advise each new employee at the time of employment that the Union is the bargaining representative, and the Town shall notify the Union in writing semi-annually of the name and address of each new employee.
- B. The Town agrees to deduct from the wages of each employee who authorizes such deduction in writing Union dues or agency service fees. Deductions shall be remitted monthly, together with a report showing the name and amount deducted from each employee, to Council #4, AFSCME.

Each employee, as a condition of continued employment, shall either become and remain a member of the Union in good standing or, in lieu thereof, pay to the Union an agency service fee. The agency service fee shall be determined and administered by the Union in accordance with applicable law.

- C. 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 purpose of complying with this Section or in reliance on any certification, notice or authorization furnished under the provisions of this Section.
- D. The members of the Union Negotiating Committee, but not more than three (3) persons, shall be granted time off from duty with full pay for all meetings with the Town for the purpose of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty, as long as the time off does not

interfere unreasonably with Town or Board of Education business in which case the meeting shall be promptly rescheduled. The School Nurse Supervisor or the Director of Family Health, as applicable, shall be advised prior to the date of such released time to allow planning to meet the needs of Board of Education or Division of Family Health.

- E. The President of the Union or a designated Union representative may be released from work with no loss of pay, three (3) hours prior to the end of her work day, one work day per month for the purpose of administering the terms of this agreement. The President shall submit a written request to the School Nurse Supervisor or the Director of Family Health, as applicable, at least seven (7) business days in advance of the requested date. In the event the Board of Education is unable to provide substitute coverage on the requested date, the School Nurse Supervisor may require that the date be rescheduled to a date during that month on which a substitute is available. In no event shall the release time be lost for that month if it is requested by the President pursuant to the terms of this Section.

6. HOURS AND WORK WEEK

- A. The workweek for each full-time employee assigned to the Department of Health shall be thirty-five (35) hours and the workday shall be seven (7) hours in addition to an unpaid sixty-minute meal period. The workweek for each public health school nurse shall be thirty-seven and one-half hours (37.5) and the workday shall be seven and one-half hours, which shall include a paid thirty-minute meal period.

The work hours shall be scheduled between 7:00 a.m. and 5:00 p.m. Employees shall be entitled to a meal period as close to mid-shift as practical; however, it is understood that the duration of the lunch break may vary depending on prevailing conditions.

- B. Public Health School Nurses shall work on those dates when school is in session, and such other dates as are required for the performance of school nursing related duties, in accordance with the school calendar(s) established by the Greenwich Board of Education, up to a total employment year of one hundred eighty-nine (189) days.

During the periods when school is not in session a Public Health School Nurse shall work such hours as may be determined by the School Nurse Supervisor, between 7:00 a.m. and 5:00 p.m.

A ten month Public Health School Nurse may schedule and work up to fourteen (14) hours of regular work time prior to the start of the school year for the purpose of completing duties required for school startup. Each ten month Public Health School Nurse shall have discretion as to when s/he schedules to work such hours; however, s/he shall notify the School Nurse Supervisor of the schedule prior to working such hours. The hours so worked shall be paid at the straight time rate of pay in the first bi-weekly payroll of each school year. In the event startup work is not available at the Public Health Nurse's assigned school, she may request to be assigned at another school for all or part of the fourteen (14) hours.

- C. Within a reasonable period of time upon such information becoming available to the Department, but no later than prior to the close of the fiscal year the Board of Education's Human Resources Director shall notify each Public Health School Nurse in writing of the following information pertaining to the upcoming school year; the school calendar, the date they are expected to report to work, their annual wage including hourly and per diem rates and the number of scheduled work days upon which the hourly and daily rates are calculated.

7. OVERTIME

- A. For work performed in excess of the normal workday or workweek, to include time which may be necessary to prepare for teaching classes, each employee shall, at her option, either be paid at the rate of time and one-half (1½) their regular straight time hourly rate or be given compensatory time off at one and one-half (1½) times the overtime worked. All overtime must be authorized in advance by the School Nurse Supervisor or Director of Family Health, as applicable, or their designee, in order to qualify for additional compensation either in pay or compensatory time. All Sunday and holiday work will be compensated at two (2) times the employee's regular straight time hourly rate. Overtime pay for work performed on a holiday shall be in addition to the regular holiday pay.

Compensatory time may be used at times mutually agreed upon by the employee and the School Nurse Supervisor or Director of Family Health, as applicable. A request to use compensatory time shall not be unreasonably denied. The Town reserves the right, at its sole option, to pay to an employee unused compensatory time that was earned prior to March 31 in June of each year.

- B. All work assignments in excess of the normal workday or workweek shall be distributed equally, as far as practicable, among eligible, permanent employees.
- C. A Public Health School Nurse may make a written request to the School Nurse Supervisor for clerical support or overtime to complete required clerical duties. The School Nurse Supervisor shall respond to such request in writing within five (5) business days from receipt of such written request. The written response shall indicate approval, disapproval or other appropriate action to be taken by the Board of Education to such request. When the request is for overtime to write a care plan, a confidential list and/or a written notification to authorized professional staff for a student who has a special health care condition and such plan must be written on an expedited basis, such request may be made verbally and responded to immediately.

8. TEMPORARY ASSIGNMENTS

The Town shall pay any employee temporarily assigned at a higher classification at the rate of pay for the higher classification, which is ten percent (10%) above the employee's regular rate of pay in the lower classification or at a rate which is the minimum rate of pay for the higher

classification, whichever is higher but does not exceed the maximum of the pay range for the higher classification, commencing with the fifth full week of the assignment and continuing for the balance of the assignment.

The Town shall make every effort to fill vacancies in a timely fashion.

9. HOLIDAYS

A. The following shall be observed as paid holidays:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Washington's Birthday | Veterans' Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| July 4th | Christmas Day |

Public Health School Nurses shall receive the holidays designated on the school calendar in lieu of the holidays listed above. In no event shall Public Health School Nurses receive less than twelve (12) paid holidays.

- B. Permanent part-time employees shall be entitled to the holidays specified in this Article when any such holiday falls on a day which is part of the employee's regularly scheduled work week. The employee shall receive as holiday pay an amount prorated on the basis of the part of the standard workweek, which they are scheduled to work.
- C. If a holiday occurs during an employee's paid sick leave, the employee shall receive the holiday off with pay and the day shall not be charged against the employee's sick leave.
- D. If a holiday occurs during an employee's paid vacation the day shall not be charged against the employee's vacation.

10. SICK LEAVE

A. Twelve-month Employees. In each year of continuous service through completion of the ninth (9th) year of service, an employee shall earn sick leave at the rate of one (1) day per month and in each year of continuous service commencing with the beginning of the tenth (10th) year of service, an employee shall earn sick leave at the rate of two (2) days per month. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

Ten-month Employees. In each year of continuous service through completion of the ninth (9th) year of service, an employee shall earn sick leave at the rate of one (1) day per month or ten (10) days per year and in each year of continuous service commencing with the beginning of the tenth (10th) year of service, an employee shall earn sick leave at the

rate of two (2) days per month or twenty (20) days per year. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

- B. At the time of retirement under the provisions of this Agreement, an employee, the employee's heirs or estate, shall be paid at the rate of their last position with the Town for fifty percent (50%) of their accumulated sick leave, provided that in no instance shall the employee be paid for more than ninety (90) days sick leave. This provision shall not apply to employees hired on or after June 14, 1999.
- C. Sick leave shall not be considered as a privilege an employee may use at the employee's discretion, but shall be allowed only in case of (i) the employee's personal illness or physical incapacity resulting from causes beyond their control, or (ii) the illness of a member of the employee's immediate family (defined as spouse, child, stepchild, parent, step-parent, brother, sister, grandparent, grandchild, parent-in-law, or any other relation domiciled with an employee as a member of their family who is listed as a dependent for income tax purposes) that requires the employee's personal care and attention.
- D. Accumulated sick leave will remain to the credit of an employee for a period of one (1) year after leaving the service of the Town, and will be reinstated if s/he returns to service within that period of time.
- E. In the event that an employee is entitled to sick leave pursuant to Article 10, Section C of this Agreement, but does not have earned sick leave available, the employee may borrow from their earned but unused vacation leave as of the time sick leave is taken. The vacation leave so used shall subsequently be repaid by subsequent sick leave earned at the applicable rate.
- F. An employee taking sick leave shall inform their immediate superior, 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. It is understood that any employee disabled due to pregnancy is entitled to sick leave with pay pursuant to the provisions of this Article.

11. EDUCATIONAL LEAVE

- A. After five (5) years of continuous employment, an employee may request in writing an educational leave, without pay, which the School Nurse Supervisor or Director of Family Health with the concurrence of the Director of Health or Superintendent of Schools, as applicable, may approve for bona fide educational purposes.
- B. The period of such leave shall not exceed two (2) years.
- C. Length of service benefits shall not accrue during the leave but shall remain the same as at the beginning of the leave.
- D. Upon return from leave, the employee shall return to his/her position at the salary earned at the time of the commencement of the leave. An employee who does not intend to return from an Educational Leave shall provide the Department or the Board, as applicable, with sixty (60) days notice in writing of his/her intent not to return to work. Upon receipt of such notice the employee will be terminated effective with the expiration of such leave. In the event the employee does not provide the required written notice and does not return to work at the expiration of the leave the employee will be deemed to have resigned his/her position effective with the expiration of such leave.
- E. An employee on educational leave shall not receive an educational reimbursement under Section 22 of this Agreement.

12. SABBATICAL LEAVE

- A. Each employee shall have the option to take, after seven (7) years of continuous employment, a sabbatical leave of absence of either one (1) month at full pay or two (2) months at half-pay, to be added to their regular vacation period.
- B. The sabbatical leave shall be used to improve the employee's professional competence through educational pursuits. Request for such leave must be submitted to the School Nursing Supervisor or Director of Family Health, as applicable, and approved in advance in writing by the Board of Education or Director of Health, as applicable. Each employee who takes sabbatical leave shall present a written report of accomplishment to the School Nursing Supervisor or Director of Family Health, as applicable.
- C. Length of service benefits shall accrue during the leave.
- D. The granting of sabbatical leaves shall be on a rotating schedule based upon the needs of the Division, and preference for sabbatical leave of those staff members eligible shall be based on seniority.
- E. Any employee who takes sabbatical leave shall return to the employment of the Town for a period of at least two (2) years. If the employee does not return to the employment of the Town, or if s/he returns but leaves before the completion of one (1) year, the

employee shall repay the Town the amount of pay received for the sabbatical leave, unless failure to return is for bona fide reasons; and if the employee returns but leaves after the completion of one (1) and before the completion of two (2) years, the employee shall repay the Town one-half (1/2) of the amount of pay received for the sabbatical leave, unless failure to return is for a bona fide reason. An employee who does not report to work upon the expiration of the leave may be cause for dismissal unless good cause is shown.

13. EMERGENCY LEAVES OF ABSENCE WITHOUT PAY

- A. The School Nurse Supervisor or Director of Family Health, with the approval of the Superintendent or Director of Health, as applicable, may grant an emergency leave of absence without pay to an employee for a period not to exceed twenty (20) working days.
- B. Length of service benefits shall not accrue during the leave but shall remain the same as at the beginning of the leave.
- C. Upon expiration of an approved leave of absence, the employee shall be reinstated to a position at the same salary level as the employee held at the time the leave was granted. Failure, without a bona fide reason, of an employee to report promptly at its expiration shall be cause for dismissal unless good cause is shown. In the event that the employee's position has been eliminated prior to the conclusion of the leave period, the employee will be treated as a laid off employee and will have all the rights of a laid off employee, including the right to displace the least senior employee in the same classification upon return from leave.
- D. Leave for pregnancy disability or child rearing shall be granted in accordance with applicable law. The Town's policy concerning the Family and Medical Leave Act and leave application forms may be obtained from the Town's Department of Human Resources.

14. MILITARY LEAVE

- A. An employee may take military leave, without pay, to maintain the employee's status in the military reserve or for other bona fide purposes.
- B. Length of service benefits shall accrue during the leave.
- C. Upon expiration of an approved leave of absence, the employee shall be reinstated in the position held at the time the leave was granted. An employee who does not report to work upon the expiration of the leave may be cause for dismissal unless good cause is shown.

15. 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 normal base rate of pay for the number of days of necessary absence up to a maximum of one (1) month following the date of injury.

- B. If it is necessary to continue leave beyond one (1) month, the employee shall be entitled to injury leave pay equal to the difference between the compensation received under said Act and three quarters (3/4) of the employee's normal base rate of pay for up to an additional one (1) month.
- C. If it is necessary to continue leave beyond two (2) months, the employee shall be entitled to compensation as established by the Act.
- D. A complete report of each accident shall be made to the Director of Human Resources, with a copy to the Superintendent or the Director of Health, as applicable, as soon as practical after it occurs. The Director of Family Health or School Nurse Supervisor, as applicable, shall be responsible for the proper enforcement of this requirement.

16. FUNERAL LEAVE

- A. Employees are entitled to up to five (5) consecutive working days funeral leave with pay in the event of the death of a member of the "immediate family" (as defined in Section 10C of this Agreement); three (3) consecutive working days funeral leave with pay in the event of the death of a brother-in-law, sister-in-law, or daughter-in-law; and, at the discretion of the School Nurse Supervisor or the Director of Family Health, as applicable, where unusual circumstances and equity dictate, one (1) working day in the event of the death of any other relative not described in this section.
- B. Funeral leave shall not be deducted from sick leave.
- C. The actual number of working days taken up to the maximum provided shall be based on actual need for funeral leave.

17. PERSONAL LEAVE

Each employee shall have the right to request and obtain one (1) day of leave without loss of pay for personal business. Personal business is defined as any business that cannot be conducted at a time not in conflict with the employee's regular workday or an emergency over which the employee has no control, which requires immediate attention. Notice of such leave shall be given as far in advance as possible to the School Nurse Supervisor or the Director of Family Health, as applicable. Requests for such leave shall be approved at the discretion of the School Nurse Supervisor or the Director of Family Health where, in the Director's opinion, the operating efficiency of the department will not be adversely affected.

18. 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.
- B. If an employee leaves the service of the Town in good standing, the employee or the employee's estate shall be compensated at the regular rate for any portion of unused vacation leave credited to the employee at the time of separation. An employee who is discharged for cause, or who resigns from employment without giving adequate notice as required under the provisions of "Termination of Employment" of this Agreement shall not be considered "in good standing" at the time of separation. Credit for unused vacation leave shall be computed on a monthly basis at one and seven-tenths (1.7) days per month for ten-month employees and one and two-thirds (1 2/3) days per month for twelve-month employees only for the purposes of this subsection B. Employees hired on or after June 14, 1999 shall be paid at retirement for the amount of unused vacation leave accrued as of the date of retirement.
- C. Annual vacations with pay for employees other than ten-month nurses whose regular assignment is school nursing shall be as follows:
 - (1) Upon request of an employee for a prorated vacation after six (6) and before eleven (11) months of continuous employment, one and two-thirds (1 2/3) days times the number of months worked to the commencement of 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 the twenty (20) days remaining shall be allowed; and
 - (3) Commencement of third (3rd) year of continuous employment and thereafter, twenty (20) working days.
- D. Full-time ten-month Public Health School Nurses shall receive paid vacations during school vacation periods designated on the school calendar. "School vacation periods" does not include the summer months when school is not in session. In addition, a ten-month nurse whose regular assignment is school nursing shall receive two (2) vacation days with pay, following six (6) months of employment. If two (2) additional vacation days are not used, they may be carried forward, to a maximum of twenty-five (25) days. A ten-month school nurse whose unused vacation accruals are in excess of the amount to be carried over to the subsequent school year may request payment of such unused excess vacation accruals in lieu of requesting the vacation time off. Such payment shall be made with the final payroll of the school year.
- E. The following provisions shall apply to 12-month employees:
 - (1) In computing vacation leave, all municipal holidays listed in Section 9A shall be deducted.

- (2) The School Nurse Supervisor or the Director of Family Health, as applicable, shall schedule the vacation period in accordance with the requirements of the school or Division and the desires of the employees. In the case of a conflict as to scheduling, seniority shall govern the right of preference.
- (3) Employees shall 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 (30) working days of vacation at a consecutive interval or more than thirty (30) days during any year.
- (4) If an employee agrees to waive his or her rights to vacation during a particular year at the request of the School Nurse Supervisor or Director of Family Health, as applicable, shall permit such employee to take part or all of the earned vacation leave during the following year without regard to the limitations set forth in subsection (3) above regarding carry over 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 Town or Board of Education Director of Human Resources and the employee at the time such request is made.
- (5) Vacation days not used during any current year and which are not entitled to be carried forward to the next year shall be lost.
- (6) Anticipated loss of vacation under this provision shall not entitle an employee to any special consideration in the scheduling of their vacation leave.

19. EMPLOYEE ACCOUNTS

Each employee shall be given an account of his or her sick time and vacation time benefits as of June 30th of each year. Such account shall be given by September 1st of the same year.

20. INSURANCE

- A. 1. Employees may elect to participate in the Point of Service (POS) medical plan. The Town shall pay ninety-three percent (93%) of the cost of the premium or premium equivalent of such plan. 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). The POS medical plan is annexed hereto as Appendix V. Effective July 1, 2009 the Town shall pay ninety-one percent (91%) of the cost of the premium or premium equivalent with the employee paying the balance, effective July 1, 2010 the Town shall pay ninety percent (90%) of the cost of the premium or premium equivalent with the employee paying the balance and effective July 1, 2011 the Town shall pay eight-eight percent (88%) of the cost of the premium or premium equivalent with the employee paying the balance.

2. Employees may elect to participate in the PPO medical plan and shall be required to pay an amount that is the difference between ninety-three (93%) percent of the POS medical plan premium or premium equivalent and the premium or premium equivalent of the PPA medical plan by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option). The PPO medical plan is annexed hereto as Appendix III. Effective July 1, 2009 the Town shall pay eight-five percent (85%) of the cost of the premium or premium equivalent with the employee paying the balance.
 3. Employees may elect to participate in the Health Net Point of Service (POS) or Health Maintenance Organization (HMO) medical plan. The Town shall pay ninety-three percent (93%) of the cost of the premium or premium equivalent of such plans. 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). Effective July 1, 2009 the Town shall pay ninety-two percent (92%) of the cost of the premium or premium equivalent with the employee paying the balance, effective July 1, 2010 the Town shall pay ninety-one percent (91%) of the cost of the premium or premium equivalent with the employee paying the balance and effective July 1, 2011 the Town shall pay ninety percent (90%) of the cost of the premium or premium equivalent with the employee paying the balance.
 4. Employees may elect to participate in the Town's Health Savings Account and High Deductible Health Care Plan (which includes prescription drugs). The Town shall make an annual contribution to the employee's Health Savings Account in the amount of \$1,000 for single coverage and \$2,000 for couple or family coverage. Upon initial enrollment in the HSA, the Town shall pay 100% of the annual contribution in January. In subsequent years while enrolled in the HSA the Town shall make 50% of the annual contribution in January and 50% of the annual contribution in July. The Town shall pay ninety-three percent (93%) of the cost of the premium or premium equivalent of such plans. 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). Effective July 1, 2009 the Town shall pay ninety-two percent (92%) of the cost of the premium or premium equivalent with the employee paying the balance, effective July 1, 2010 the Town shall pay ninety-one percent (91%) of the cost of the premium or premium equivalent with the employee paying the balance and effective July 1, 2011 the Town shall pay ninety percent (90%) of the cost of the premium or premium equivalent with the employee paying the balance.
- B. Employees who elect medical coverage, except employees who participate in the HD-HSA, shall be enrolled in the prescription drug plan as provided in Appendix J. The Town shall pay ninety-three (93%) 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). The Prescription Drug Plan is annexed hereto as Appendix IV. Effective July 1, 2009 the Town shall pay ninety-two

percent (92%) of the cost of the premium or premium equivalent with the employee paying the balance, effective July 1, 2010 the Town shall pay ninety-one percent (91%) of the cost of the premium or premium equivalent with the employee paying the balance and effective July 1, 2011 the Town shall pay ninety percent (90%) of the cost of the premium or premium equivalent with the employee paying the balance.

- C. Employees may elect to be enrolled in the Town's dental plan. The dental plan benefits are annexed hereto as Appendix VI. The Town shall pay ninety-three (93%) 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). Effective July 1, 2009 the Town shall pay ninety-two percent (92%) of the cost of the premium or premium equivalent with the employee paying the balance, effective July 1, 2010 the Town shall pay ninety-one percent (91%) of the cost of the premium or premium equivalent with the employee paying the balance and effective July 1, 2011 the Town shall pay ninety percent (90%) of the cost of the premium or premium equivalent with the employee paying the balance.
- D. Employees shall be eligible to participate in all aspects of the medical and day care provisions of the Town's Flexible Benefits Plan (Section 125) in accordance with the terms of that Plan.
- E. The Town shall provide for each employee a twenty-five thousand dollar (\$25,000) term life policy covering natural or accidental death with a double indemnity provision for accidental death.
- F. The employee may buy from the Town's insurer additional term insurance at the actual prevailing rate charged the Town, provided that the employee purchases an amount equal to the difference between the twenty-five thousand dollars (\$25,000) and two times the employee's annual salary to the nearest one thousand dollars (\$1,000).
- G.
 1. Employees who retire prior to age 65 and are receiving a Town retirement check may, at the employee's option, continue to participate in the preferred provider health plan benefits available to active employees provided the Town can deduct, and is authorized to deduct, from the retirement checks the cost of such benefits.
 2. Except as provided below in this Article, an employee who retires after June 30, 2009 with twenty-five (25) or more years of credited service in the retirement system, and elects to continue his/her health insurance coverage, the Town shall pay an amount not to exceed seven hundred dollars (\$700.00) for the annual premium for individual coverage or an amount not to exceed one thousand and five hundred dollars (\$1,500.00) for the annual premium for family coverage. The Town's payments toward premium shall apply only to the hospital plan or the hospital, surgical-medical and major medical plans, and not the Town's prescription drug rider. The Town's payments shall only be payable during the life of the employee. Once the retired employee reaches age 65, the Town's contribution shall be reduced to six hundred and seventy dollars (\$670.00) for individual

coverage and one thousand three hundred and seventy dollars (\$1,370.00) for family coverage.

3. An employee hired on or after February 1, 2009 shall not be eligible for the retiree health care credit provided above in this paragraph F. 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.

H. Ten-month nurses shall receive medical and life insurance benefits on the same basis as other full-time employees.

I. The Town shall provide Long Term Disability coverage to replace income lost due to total disability for each eligible employee.

Monthly Income Benefit	- 66 2/3% of basic monthly earnings
Maximum Benefit	- \$2,500/month
Waiting Period	- 1 st 90 days of disability

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

J. A full time employee, upon completion of twenty-four months of work, shall be entitled to biennial reimbursement of up to three hundred dollars (\$300) toward corrective lenses and frames. The employee shall submit appropriate proof of purchase to the Town to receive reimbursement. The Town reserves the right to combine this benefit with the Town's medical plan without further negotiations with the Union.

21. TRANSPORTATION REIMBURSEMENT

- A. The Town shall reimburse each employee for use of their private vehicle on Town business at the rate established by the Internal Revenue Service on the prior January 1 of each year. There shall be only one adjustment in the reimbursement rate each calendar year. It is understood that during the term of this Agreement, the Town may provide Town vehicles for use by the employees during the course of the workday in lieu of paying the mileage allowance. Employees assigned to ten (10) month positions shall not be required to have a vehicle as a condition of employment but shall be responsible for their own transportation to their assigned work location, staff meetings, staff development or in-service training. Employees assigned to ten (10) month positions who are requested by the Town and agree to use their vehicle for other Town business shall be reimbursed mileage as provided in this section.
- B. Transportation reimbursement covering the previous month will be paid on or about the 10th of each month.
- C. An annual automobile maintenance allowance of five hundred dollars (\$500.00) shall be paid to those employees who are required as a condition of their employment to provide an automobile for the performance of their job duties on behalf of the Town. It is understood that the employees covered by this Agreement are normally required to so provide an automobile and normally use their vehicles on a regular, daily basis. This allowance is intended as recompense for such usage as opposed to casual or even frequent usage of one's personal automobile. Effective July 1, 2009 the annual automobile maintenance allowance shall be increased to \$600.

Each eligible employee who is on the active payroll as of July shall be paid one-half the automobile maintenance allowance in July and one-half in January. Any eligible employee who does not qualify for the August payment and is on the active payroll as of January 1 shall be paid one-half the allowance in January.

- D. If the private vehicle of an employee is disabled as a result of an occurrence, not the fault of the employee, while on Town business, the Town shall reimburse each such employee for the reasonable cost of the rental, for a reasonable time, as a substitute vehicle to be used on Town business.
- E. If an employee is involved in an accident during working hours which is clearly not the fault of the employee, the Town shall reimburse the employee as follows:
 - (1) If the employee has collision coverage on his/her insurance with a deductible provision, for the amount of the deductible not to exceed five hundred dollars (\$500) per occurrence; or
 - (2) If the employee has no collision coverage on his/her insurance, for up to one hundred dollars (\$100.00).

No payment will be made without presentation of a police report and a copy of the employee's policy.

22. EDUCATIONAL REIMBURSEMENT

- A. The Town shall reimburse each employee for tuition and registration fees for approved courses, which are directly job related to a maximum of six (6) credits per semester or twelve (12) credits per year. Reimbursement shall be made only after a copy of the paid invoice for tuition and fees and an official copy of the final passing grade have been submitted to the School Nurse Supervisor or Director of Family Health, as applicable, and the Town's Director of Human Resources. In order to obtain reimbursement, an employee must achieve a grade equivalent to "C" or better in the course. The rate of reimbursement shall be one hundred percent (100%) for a grade of A, ninety percent (90%) for a grade of B and seventy-five percent (75%) for a grade of C.
- B. The School Nurse Supervisor with the concurrence of the Superintendent of Schools, or the Director of Family Health with the concurrence of the Director of Health and the Town's Director of Human Resources, as applicable, must approve in advance any courses of study for which reimbursement is requested. Any appropriate course shall be approved.
- C. Any employee who receives any reimbursement in accordance with this Article shall be required to maintain his/her employment with the Town for at least one year after completion of the last course for which reimbursement was received. If an employee does not fulfill this requirement, he/she shall be responsible for repaying any reimbursement(s) received in the last year prior to their separation from service.

23. PENSIONS

- A. 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 that it shall be further amended to provide for vesting after five (5) years of creditable service.

Effective April 21, 2003 the employee contribution to the Retirement System shall be four percent (4%) of earnings.

All employees, covered by this Agreement, shall have a 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) of two percent (2%) percent per year (1/50).

Final compensation shall mean the annual earned compensation including deferred income, but excluding overtime of an employee, during the one (1) year of creditable service with the Town of Greenwich for which such compensation was the highest.

An employee hired on or after the date of acceptance of this Agreement by the Representative Town Meeting shall be required, as a condition of employment, to participate in the Retirement System and to make the applicable employee contributions for such participation.

Effective July 1 of each year, retirees age 62 and over, who retired prior to July 1 of the previous calendar year shall be eligible for a cost of living adjustment in their retirement allowance computed on the formula provided in paragraph A. Subject to the conditions set forth below, the COLA shall be 100% of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the New York-Northern New Jersey-Long Island, NY-NJ-CT-PA (CPI), not to exceed 3%, measured from May as reported in June of the previous calendar year through April as reported in May of the current calendar year. In no event shall a retiree's annual retirement allowance exceed 150% of the allowance at which the employee retired. In the event the annual increase in the CPI is less than one percent (1%) no COLA shall be due.

- B. Each employee shall be furnished a report of his or her contributions to the Retirement System not less often than once in every two (2) years.
- C. 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 (4) years of service. Employees must exercise this option by the end of their first year of employment. In either case, failure to exercise the option by the due date, whichever applies, shall result in the employee's forfeiture of this option.
- D. Notwithstanding any provision of this Agreement to the contrary, employees hired or re-hired on or after February 1, 2009 shall be ineligible for Retirement System membership; provided, however, an individual who is re-employed on or after February 1, 2009, who was vested under the terms of the Retirement System in effect as of his or her prior termination from service date, will be eligible to resume participation in the Retirement System. The provisions of Article 14 of the Town Charter and paragraphs A through C of this Article shall not be applicable to employees who are ineligible to participate in the Retirement System. Such employees who are full-time regular employees may be eligible to participate in the Town's defined contribution retirement plan as set forth in paragraph E of this Article.
- E. Defined Contribution Retirement Plan: A full-time regular employee covered by this Agreement who is not eligible, pursuant to the terms of paragraph D of this Article, for membership in the Town's Retirement System (a "post-January 2009 eligible employee"), is eligible to participate in the Town's Defined Contribution Retirement Savings Plan (the "DC Plan") as set forth in this paragraph E.

1. Mandatory participation – Each post-January 2009 eligible employee shall become a participant in the DC Plan as of his or her date of hire. Participation in the DC Plan shall be mandatory for such eligible employees.
 2. Mandatory 5% employee contribution/5% employer contribution – Immediately upon commencing participation in the DC Plan, each Participant shall contribute 5% of his or her base pay to the Plan, and the Town shall contribute an additional 5% of his or her base pay.
 3. Vesting – Each Participant is always 100% vested in his or her employee contributions account. Employer (Town) contributions shall at be vested at 100% upon completion of sixty (60) months of eligible employment.
 4. Discretionary employee contributions – To the extent permitted by applicable law and regulations, each Participant shall be permitted to defer amounts (in addition to the mandatory 5% employee contribution described in (2) above) to the DC Plan, on a pre-tax or after-tax basis, subject to Internal Revenue Code limitations.
 5. Other – The Town shall be responsible for establishing and administering the DC Plan and may retain vendors, carriers, firms or agents for this purpose. Without limiting the generality of the foregoing, the Town shall (a) determine investment alternatives that are available under the DC Plan, and (b) amend the DC Plan, from time-to-time, in order to maintain its qualified status under the Internal Revenue Code. Each Participant shall direct the investment of his or her account.
- F. The Town shall make available to permanent employees the option to participate in the “Savings Plan for Employees of the Town of Greenwich” (401-k or 457) via payroll deduction as long as such Plan is approved pursuant to applicable Federal and State law, rules and regulations pertaining thereto.

The Town shall match a full time employee’s contribution to the employee’s deferred compensation account for each calendar year to the maximums as set forth below. The Town match shall be made in January of each year for contributions made in the preceding calendar year.

- i) The January 2009 Town match shall be increased to a maximum of nine hundred (\$900) dollars for employee contributions made during calendar 2008.
- ii) The January 2010 Town match shall be increased to a maximum of one thousand (\$1,000) dollars for employee contributions made during calendar 2009.
- iii) The January 2011 Town match shall be increased to a maximum of one thousand one hundred fifty (\$1,150) dollars for employee contributions made during calendar 2010.

iv) The January 2012 Town match shall be increased to a maximum of one thousand one hundred fifty (\$1,150) dollars for employee contributions made during calendar 2011.

24. HEALTH APPOINTMENTS

Employees shall be entitled to reasonable time off with pay for necessary medical and dental appointments, which cannot, with reasonable practicality, be scheduled outside of the normal workday. Employees should attempt to schedule such appointments to coincide with the end of the normal workday. The scheduling of such time off shall be subject to the reasonable needs of the Town/BOE as determined by the Director of Family Health/School Health Supervisor and shall require three (3) days advanced notice in writing to the Director of Family Health/School Health Supervisor, except in an emergency, or for non-routine appointments.

25. GRIEVANCE PROCEDURE

A. Should any employee or group of employees in the bargaining unit, because of an alleged violation of this Agreement, deem to be aggrieved concerning wages, hours or conditions of employment or concerning any matter affecting their health or safety or separation from service, suspension, fine, or other disciplinary action, adjustment shall be sought as follows:

1. The Union, through its Grievance Committee, shall present the grievance in writing to the Director of Health or, for Public Health School Nurses, the Superintendent of Schools, within twenty (20) days of the date the grievant or the Union knew or reasonably should have known of incident or action giving rise to the grievance. Within five (5) days after the Director of Health or the Superintendent of Schools receives such written grievance, the Director or Superintendent of Schools shall meet with the Grievance Committee for the purpose of resolving or adjusting the grievance. Any grievance settled at this step shall be without precedence precedent. The Director of Health and the Superintendent of School may appoint a designee to represent and respond for him or her at Step I of the grievance procedure.
2. If within ten (10) days after the meeting the grievance is not resolved, in writing, to the satisfaction of the Union, the Union, through its Grievance Committee, may present such grievance in writing to the First Selectman or his/her designee. Within ten (10) days after the First Selectman or designee receives such written grievance, the First Selectman or designee, shall meet with the Grievance Committee for the purpose of resolving the grievance.
3. If within ten (10) days after the Step 2 meeting the grievance is not resolved, in writing, to the satisfaction of the Union, the Union may present such grievance in writing to the Connecticut State Board of Mediation and Arbitration for arbitration provided:

- a. The grievance was filed pursuant to Step 1 within twenty (20) days of the event giving rise to the grievance or when the grievant or the Union knew or reasonably should have known of the event giving rise to the grievance; and
- b. The grievance alleges a violation of a specific provision of this Agreement.

The Board shall hear and act upon such dispute in accordance with its rules and render its decision, which shall be final and binding upon all parties.

- B. During the pendency of grievance procedures concerning separation from service or suspension, the employee shall be entitled to keep their insurance as set forth in Article 20 of this Agreement in effect by making payments to the Town of the total amount of the insurance premiums for 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.
- C. Any employee who is the subject of the grievance may elect to discontinue the grievance procedure.
- D. If the Town or Board of Education representative fails to meet or respond within the required time limits, the Union may proceed to the next step. If the Union should fail to meet or file within the required time limits, the grievance shall be deemed waived. If the grievance is not filed for arbitration within sixty (60) days of the date such grievance was filed pursuant to Step 1, the grievance shall be deemed waived. Any of the time limits of this Article 24 may be extended by mutual agreement of the parties in writing.
- E. Saturdays, Sundays, and holidays shall be excluded from the computation of time limits.
- F. Members of the Grievance Committee, and any person or persons whose testimony the grievant needs, may be present when the grievance is heard, and such persons shall receive reasonable released time for such purposes. A maximum of two (2) employees shall be released to attend grievance meetings. This number shall include a member of the Grievance Committee and the grievant.

Any other expenses incurred for the arbitrator's services and proceeding shall be borne equally by the Town and the Union.
- G. The arbitrator shall have no power to add to, subtract from, or change any provision of this Agreement, nor render any decision which conflicts with a law, ruling or regulation binding upon the Town. Awards may not be retroactive beyond ten (10) days prior to the service of the grievance at Step 1.

26. CONDITIONS OF EMPLOYMENT

- A. The Town shall give each new employee in writing confirmation of their appointment, (which shall be probationary for six (6) months), a copy of their job description, and their salary.
- B. The School Nurse Supervisor or the Director of Family Health or their designee, as applicable, shall develop a formalized, written orientation program for newly employed employees, and provide a minimum of fourteen (14) hours annually of in-service training programs for regular employees. Said programs shall be reviewed for any necessary revisions.
- C. Cooperative evaluation and recording of each employee's performance shall be done at the end of the employee's probationary period and at least annually thereafter.
 - 1. A copy of any evaluation shall be provided to the employee.
 - 2. The Director of Family Health or the School Nurse Supervisor, as applicable, in cooperation with the Labor-Management Committee shall develop an evaluation form and review this form at least biennially for any necessary revisions.

Pursuant to the terms of this provision the School Nurse Supervisor in cooperation with the Labor-Management Committee shall review and revise the existing performance evaluation process and form.

- 3. An evaluation shall not constitute a grievance unless it is illegal, arbitrary, or an abuse of discretion.
- D. Professional Meetings:
 - 1. The employee may request release time for participation in educational institutes, workshops or meetings, which will improve the employee's on-the-job performance. Such release time may be granted in writing at the sole discretion of the School Nurse Supervisor or the Director of Family Health, as applicable. Each employee who submits a request shall have approved at minimum one (1) session per fiscal year. The School Nurse Supervisor or the Director of Family Health shall approve such requests in an equitable manner among all bargaining unit employees. The School Nurse Supervisor or the Director of Family Health shall post quarterly a list of all bargaining unit members and sessions attended for that fiscal year.
 - 2. Every employee shall be given the opportunity to participate in all in-service programs on a rotating basis as part of their professional growth and development.
 - 3. The Town shall reimburse an employee who attends a professional meeting for all reasonable expenses incurred by the employee including transportation, meals and lodging costs, provided such expenses have been approved in advance by the

Superintendent of Schools or Director of Health, as applicable, and appropriate receipts for the expenses are submitted by the employee.

E. Employees shall not be discharged or otherwise disciplined except for just cause.

The Town or Board of Education, as applicable, shall notify the Union President in writing of any discharge or disciplinary suspension. Such notification normally shall be provided within one week of the imposition of the discipline.

F. Each employee may obtain from the Town's Department of Human Resources information pertaining to their pension and insurance benefits.

G. The Town's "Substance Abuse Policy," Section 416.0 of the "Personnel Policy Manual", is made part of this Agreement.

H. The following shall apply to the teaching of HIV/AIDS and Human Growth and Development classes by employees:

1. The employee will be called out of class only for medical emergencies.
2. If the employee is in the mist of a medical emergency when class is about to begin, the employee will continue to handle the emergency and notify the teacher that s/he will not be in class until done.
3. The school administration shall be responsible to set up and conduct parent meetings concerning the health curriculum. The employee shall attend as a resource person and be available to make part of the presentation and answer questions.
4. Employees may request compensatory time for preparation in accordance with Article 7, section A of the Agreement and past practice.
5. The School Nurse Supervisor shall continue to make every effort to ensure that the teaching of the HIV/AIDS and Human Growth and Development is done as a co-teaching responsibility, and that the teacher retains responsibility for discipline and control of students.
6. The Labor Management Committee shall periodically review any problems and/or additional guidelines with respect to items provided in paragraphs 1, 2, and 5 above. When these topics are discussed, the Union will bring a third participant to the meeting, who shall be an elementary school nurse, and management shall bring a third participant from the Board of Education.
7. Employees are encouraged to raise other issues relating to teaching at monthly staff meetings.

Nothing contained in this section shall preclude either party from raising at the Labor Management meeting a topic that would otherwise be appropriate under Article 30, Section B.

- I. Nurses shall be required, while on duty, to wear the identification badge supplied by the Town.
- J. An employee may request reimbursement from the Town for the repair or replacement of personal property required by an employee in order to fulfill the employee's job responsibilities when, while on duty, such personal property is damaged without fault or negligence by the employee. The employee seeking reimbursement shall be required to submit a claim in a manner to be determined by the Town, including a receipt for the cost of repair or replacement of the damaged personal property. In no event shall the Town's reimbursement exceed two hundred and fifty dollars (\$250).
- K. The Town shall provide an annual Influenza vaccine to each employee at no cost to employee. As part of the pre employment physical examination each candidate for employment shall have his or her blood titers checked for immunization which shall include but not be limited to Measles, Rubella, Varicella, Mumps, Hepatitis A, Hepatitis B, Hepatitis C, TB screening, Tetanus, Diphtheria, Pertussis, Herpes, Pneumonia other immunizations as recommended by the Town's medical director and/or Center for Disease Control (CDC). In the event the candidate does not have the required immunity and elects to receive the required vaccine(s), the Town's medical director shall provide such vaccination at no cost to the candidate. School nurses, as of the date of this agreement, may elect to have their blood titers checked for the above referenced immunizations by the Town's medical director and if found not immune, may elect to receive the required immunization by the Town's medical director at no cost to the employee.

27. APPOINTMENTS

- A. The Town shall post all bargaining unit job openings and shall send a copy of the posting to the Union. Employees who are interested in the job opening shall submit the required employment application to the Director of Human Resources or designee. All employees who submit an employment application shall receive a response from the Town as to their status upon the filling of the position. The Town shall fill any vacancy or new position in the bargaining unit first by promotion of a current employee of the unit who is qualified to fill the position, and if there is no qualified employee of the unit, in such manner as the Town shall determine. In situations where, in the Town's judgment, employees are equally qualified for the opening, the Town shall give consideration to the seniority of the employees in selecting an employee to fill the position.
- B. The Town may change the minimum qualifications for Public Health Nurse I without negotiations. However, the Town agrees that it is desirable to have Public Health Nurses with a Bachelor's degree in a nursing program approved by the National League for Nursing. Therefore, if the Town changes the minimum qualifications for a Public Health Nurse I, the Town shall still give first preference to all applicants who have such a Bachelor's degree.

The Union recognizes the Town's right to change the minimum qualifications for all job classifications. The Town acknowledges its duty to bargain over the impact of a change in the minimum qualifications.

- C. The Town may fill any vacancy or new position in the bargaining unit 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 promotion of a current employee of the bargaining unit.
- D. 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 reasonably be needed for the limited term of the emergency without regard to the regulations as to appointments in this section; provided that the Town shall first attempt to meet the requirements of the emergency condition by offering overtime to the present employees.
- E. In the event job classification surveys are made by questionnaire each employee may review their own questionnaire and the official comments made by the Division Director and the member of the survey team.
- F. 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.
- G. When an employee is promoted to a higher classification the employee shall be placed on the step in the higher classification, which provides no less than one full step increment in the step plan of the classification from which the employee is promoted.

- H. Temporary full-time employees who are continuously employed in such capacity for two or more months and subsequently become permanent full-time employees shall be required to serve a four (4) month probationary period.
- I. 1. During the school year the incumbent in the position of 12 month Public Health School Nurse shall perform the duties as provided in the job description for a Public Health School Nurse I. During the period following the close of the school year and the start of the subsequent school year (school's summer vacation period) the incumbent in this position shall perform the following duties:
- a. Perform school nurse duties for the summer school program including preschool and special education;
 - b. Reviews student medical files at each school preparing files for the upcoming school year;
2. The incumbent in this position shall be required to have an automobile for the purpose of traveling between school locations during the school's summer vacation period to enable the incumbent to perform the duties of the position.
3. During the school year the incumbent in this position shall be covered by the terms of Article 21 except that during the school's summer vacation period the incumbent shall be entitled to the contractual mileage reimbursement for using their personal vehicle for town business and, if the total mileage exceeds two hundred (200) miles during the vacation period, a payment of fifty percent (50%) of the contractual automobile maintenance allowance. An employee shall obtain approval from the School Nurse Supervisor prior to using their personal vehicle for Town business.
4. The work schedule for this position shall be the school calendar and a five-day workweek during the school's summer vacation period. All school holidays shall be observed in addition to July 4th.
5. Vacations shall be earned at the rate of twenty (20) days per year in the manner presently provided by the collective bargaining agreement. Vacations shall be taken with the school vacation calendar and any unused vacation may be taken during the school's summer vacation period subject to the operational needs of the department.
6. Sick leave shall be earned at the appropriate monthly rate.

28. TERMINATION OF EMPLOYMENT

- A. Each employee shall give at least a four (4) week written notice of resignation to the School Nurse Supervisor or the Director of Family Health, as applicable, with a copy to the Superintendent or the Director of Health and the Director of Human Resources.

In order to resign in good standing an employee must give at least four (4) weeks written notice of resignation, unless personal or financial hardship make it impossible to do so.

- B. The Town shall give at least a four (4) week written notice of termination of employment, with reasons stated, or salary in lieu of such notice. This provision shall not apply in the instance of a disciplinary termination.
- C. There shall be a termination interview with the Director of Family Health and the Town's Director of Human Resources or their designee(s) or, for school nurses, with the School Nurse Supervisor and the Board of Education's Director of Human Resources or their designee.

29. SENIORITY

- A. An employee's seniority shall commence on the successful completion of the employee's probationary period and shall then be retroactive to the date s/he was first hired by the Town and shall be based on continuous service with the Town.
- B. Unless otherwise agreed by the parties, seniority shall govern order of layoffs and rehiring, within the classifications set forth in Appendix I. Seniority shall not govern the right of assignment as to place of employment, or work assignment.
- C. Full-time employees shall have preference over part-time employees for both layoff and recall.
- D. Employees being laid off shall be given four (4) weeks notice of intended lay off, or pay in lieu thereof.
- E. Employees laid off shall be rehired before new employees are hired for up to two (2) years following the date of lay-off. Employees rehired shall return to the same classification and to the appropriate step giving credit for any increment, which would have been granted if the employee had not been laid off.
- F. Employees of the Greenwich Department of Health who are currently working twenty (20) hours or more per week shall not be laid off, terminated, or reduced in hours while non-bargaining unit employees are performing nursing functions in the Division of Family Health.

30. ANTI-DISCRIMINATION AND CONSTRUCTION

- A. The Town shall not discriminate in any term or condition of employment covered by this Agreement because of race, age, national origin, religious affiliation, sex, marital status, or activity in the Greenwich Public Health Nurses' Union except as provided by law.
- B. 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.

31. RECIPROCAL 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 shall at all times be protected.
- B. In the interests of cooperative employee relations, a joint labor/management committee, consisting of two employees appointed by the Union and two representatives of the Town, one designated by the Director of Health and one designated by the Superintendent of Schools, shall meet quarterly or more often if agreed by the parties. This committee shall be for the purpose of discussing matters of mutual interest and concern with the goal of building and maintaining a climate of mutual understanding and respect in the solution of common problems.

It is understood that such committee is not a substitute for the grievance/arbitration procedure of Article 25.

- C. The Town may sub-contract and/or may employ a person or persons for the purpose of providing nursing services to the community outside of normal working hours and any such persons so employed shall not be covered under the terms of this Agreement.

32. DURATION

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. In the event of an arbitration award, this Agreement, except for those provisions specifically to take effect as of another date, shall take effect as of the date the award is accepted by the Representative Town Meeting. 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 or on which an arbitration award was accepted by the Representative Town Meeting.


This Agreement shall remain in full force and effect to and including June 30, 2012. 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.

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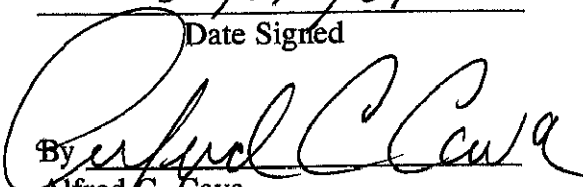
Negotiations for a successor agreement will commence in accordance with applicable law.

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

TOWN OF GREENWICH


By 
Peter Tesei
First Selectman

02/17/09
Date Signed


By 
Alfred C. Cava
Director of Labor Relations

2/19/09
Date Signed

GREENWICH PUBLIC HEALTH NURSES,
LOCAL 1302-222, CONNECTICUT COUNCIL
#4, AFSCME, AFL-CIO

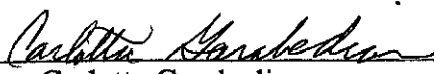
By 
Len LaLuna
Staff Representative
Connecticut Council #4, AFSCME, AFL-CIO

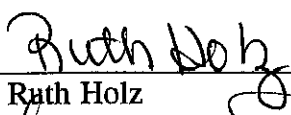
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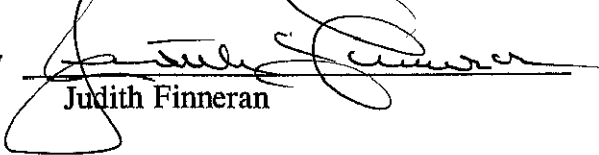
By 
Dara Pinkert, President Local 1303-222
Connecticut Council #4, AFSCME, AFL-CIO

2/17/09
Date Signed

AFSCME Negotiations Committee

By 
Carlotta Garabedian

By 
Ruth Holz

By 
Judith Finneran

APPENDIX I

**ANNUAL WAGE SCHEDULE
(Hourly Rates Based on 1820 hours)**

Classification	Grade	Step	Q	1-Jul-07		1-Jul-08		1-Jul-09		1-Jul-10		1-Jul-11	
				Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Public Health School Nurse Public Health Nurse I Maternal and Child Care	N-1	1	1	\$29.15	\$53,059	\$30.10	\$54,784	\$31.15	\$56,701	\$32.17	\$58,544	\$33.29	\$60,593
			2	\$29.52	\$53,724	\$30.48	\$55,470	\$31.54	\$57,411	\$32.57	\$59,277	\$33.71	\$61,352
		3	3	\$29.88	\$54,386	\$30.85	\$56,154	\$31.93	\$58,119	\$32.97	\$60,008	\$34.13	\$62,108
			4	\$30.26	\$55,069	\$31.24	\$56,859	\$32.33	\$58,849	\$33.39	\$60,762	\$34.55	\$62,888
		2	5	\$30.61	\$55,713	\$31.61	\$57,524	\$32.71	\$59,537	\$33.78	\$61,472	\$34.96	\$63,624
			6	\$30.99	\$56,411	\$32.00	\$58,244	\$33.12	\$60,283	\$34.20	\$62,242	\$35.40	\$64,420
			7	\$31.38	\$57,106	\$32.40	\$58,962	\$33.53	\$61,026	\$34.62	\$63,009	\$35.83	\$65,214
			8	\$31.76	\$57,801	\$32.79	\$59,680	\$33.94	\$61,769	\$35.04	\$63,776	\$36.27	\$66,008
		3	9	\$32.14	\$58,497	\$33.19	\$60,398	\$34.35	\$62,512	\$35.46	\$64,544	\$36.70	\$66,803
			10	\$32.54	\$59,229	\$33.60	\$61,154	\$34.78	\$63,295	\$35.91	\$65,352	\$37.16	\$67,639
			11	\$32.95	\$59,960	\$34.02	\$61,909	\$35.21	\$64,075	\$36.35	\$66,158	\$37.62	\$68,473
			12	\$33.35	\$60,690	\$34.43	\$62,663	\$35.64	\$64,856	\$36.79	\$66,964	\$38.08	\$69,308
		4	13	\$33.75	\$61,423	\$34.85	\$63,419	\$36.07	\$65,639	\$37.24	\$67,772	\$38.54	\$70,144
			14	\$34.17	\$62,191	\$35.28	\$64,212	\$36.52	\$66,459	\$37.70	\$68,619	\$39.02	\$71,021
			15	\$34.59	\$62,958	\$35.72	\$65,004	\$36.97	\$67,280	\$38.17	\$69,466	\$39.50	\$71,897
			16	\$35.02	\$63,728	\$36.15	\$65,799	\$37.42	\$68,102	\$38.63	\$70,315	\$39.99	\$72,776
		5	17	\$35.44	\$64,494	\$36.59	\$66,590	\$37.87	\$68,920	\$39.10	\$71,160	\$40.47	\$73,651
			18	\$35.88	\$65,300	\$37.05	\$67,423	\$38.34	\$69,782	\$39.59	\$72,050	\$40.97	\$74,572
			19	\$36.32	\$66,107	\$37.50	\$68,256	\$38.82	\$70,645	\$40.08	\$72,941	\$41.48	\$75,493
			20	\$36.76	\$66,912	\$37.96	\$69,087	\$39.29	\$71,505	\$40.57	\$73,829	\$41.98	\$76,413
6	21	\$37.21	\$67,719	\$38.42	\$69,920	\$39.76	\$72,367	\$41.05	\$74,719	\$42.49	\$77,334		

APPENDIX I, continued

**ANNUAL WAGE SCHEDULE
(Hourly Rates Based on 1820 hours)**

Classification	Grade	Step	Q	1-Jul-07		3.25%		3.5%		3.25%		3.5%			
				Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual		
Public Health Nurse II Communicable Disease and Adult Health, Public Health Senior School Nurse	N-2	1	1	\$30.77	\$56,008	\$31.77	\$57,829	\$32.89	\$59,853	\$33.95	\$61,798	\$35.14	\$63,961		
			2	\$31.16	\$56,708	\$32.17	\$58,551	\$33.30	\$60,600	\$34.38	\$62,570	\$35.58	\$64,760		
			3	\$31.54	\$57,407	\$32.57	\$59,273	\$33.71	\$61,348	\$34.80	\$63,341	\$36.02	\$65,558		
			4	\$31.93	\$58,107	\$32.96	\$59,995	\$34.12	\$62,095	\$35.23	\$64,113	\$36.46	\$66,357		
	2	5	5	\$32.31	\$58,806	\$33.36	\$60,718	\$34.53	\$62,843	\$35.65	\$64,885	\$36.90	\$67,156		
			6	\$32.71	\$59,541	\$33.78	\$61,476	\$34.96	\$63,628	\$36.10	\$65,696	\$37.36	\$67,995		
			7	\$33.12	\$60,276	\$34.19	\$62,235	\$35.39	\$64,413	\$36.54	\$66,506	\$37.82	\$68,834		
			8	\$33.52	\$61,010	\$34.61	\$62,993	\$35.82	\$65,198	\$36.99	\$67,317	\$38.28	\$69,673		
			3	9	9	\$33.93	\$61,745	\$35.03	\$63,752	\$36.25	\$65,983	\$37.43	\$68,127	\$38.74	\$70,512
					10	\$34.35	\$62,519	\$35.47	\$64,551	\$36.71	\$66,810	\$37.90	\$68,981	\$39.23	\$71,395
					11	\$34.77	\$63,290	\$35.91	\$65,347	\$37.16	\$67,635	\$38.37	\$69,833	\$39.71	\$72,277
					12	\$35.20	\$64,060	\$36.34	\$66,142	\$37.61	\$68,457	\$38.84	\$70,682	\$40.20	\$73,156
	4	13	13	\$35.62	\$64,832	\$36.78	\$66,939	\$38.07	\$69,282	\$39.30	\$71,533	\$40.68	\$74,037		
			14	\$36.07	\$65,641	\$37.24	\$67,774	\$38.54	\$70,146	\$39.79	\$72,426	\$41.19	\$74,961		
			15	\$36.51	\$66,454	\$37.70	\$68,614	\$39.02	\$71,015	\$40.29	\$73,323	\$41.70	\$75,889		
			16	\$36.96	\$67,263	\$38.16	\$69,449	\$39.49	\$71,880	\$40.78	\$74,216	\$42.21	\$76,813		
	5	17	17	\$37.40	\$68,072	\$38.62	\$70,284	\$39.97	\$72,744	\$41.27	\$75,108	\$42.71	\$77,737		
			18	\$37.87	\$68,922	\$39.10	\$71,162	\$40.47	\$73,652	\$41.78	\$76,046	\$43.25	\$78,708		
			19	\$38.34	\$69,776	\$39.58	\$72,044	\$40.97	\$74,565	\$42.30	\$76,989	\$43.78	\$79,683		
			20	\$38.81	\$70,626	\$40.07	\$72,922	\$41.47	\$75,474	\$42.82	\$77,927	\$44.32	\$80,654		
6	21	\$39.28	\$71,483	\$40.55	\$73,806	\$41.97	\$76,389	\$43.34	\$78,872	\$44.85	\$81,632				

APPENDIX I, continued

**PROJECTED 12 MONTH WAGE SCHEDULE
Public Health School Nurse – 12 Month Schedule
(Based on 37.5 workweek – 1,950 annual hours)**

Classification	Grade	Step	Q	(1820 hrs)		3.25%		3.5%		3.25%		3.5%	
				1-Jul-07	Annual	1-Jul-08	Annual	1-Jul-09	Annual	1-Jul-10	Annual	1-Jul-11	Annual
Public Health Nurse I - 12 month	N-1	1	1	\$29.15	\$53,059	\$30.10	\$58,697	\$31.15	\$60,751	\$32.17	\$62,726	\$33.29	\$64,921
			2	\$29.52	\$53,724	\$30.48	\$59,432	\$31.54	\$61,512	\$32.57	\$63,511	\$33.71	\$65,734
			3	\$29.88	\$54,386	\$30.85	\$60,165	\$31.93	\$62,271	\$32.97	\$64,294	\$34.13	\$66,545
			4	\$30.26	\$55,069	\$31.24	\$60,920	\$32.33	\$63,053	\$33.39	\$65,102	\$34.55	\$67,380
	2	5	5	\$30.61	\$55,713	\$31.61	\$61,633	\$32.71	\$63,790	\$33.78	\$65,863	\$34.96	\$68,168
			6	\$30.99	\$56,411	\$32.00	\$62,404	\$33.12	\$64,588	\$34.20	\$66,688	\$35.40	\$69,022
			7	\$31.38	\$57,106	\$32.40	\$63,174	\$33.53	\$65,385	\$34.62	\$67,510	\$35.83	\$69,873
			8	\$31.76	\$57,801	\$32.79	\$63,943	\$33.94	\$66,181	\$35.04	\$68,332	\$36.27	\$70,723
	3	9	9	\$32.14	\$58,497	\$33.19	\$64,712	\$34.35	\$66,977	\$35.46	\$69,154	\$36.70	\$71,574
			10	\$32.54	\$59,229	\$33.60	\$65,523	\$34.78	\$67,816	\$35.91	\$70,020	\$37.16	\$72,471
			11	\$32.95	\$59,960	\$34.02	\$66,331	\$35.21	\$68,652	\$36.35	\$70,883	\$37.62	\$73,364
			12	\$33.35	\$60,690	\$34.43	\$67,139	\$35.64	\$69,489	\$36.79	\$71,747	\$38.08	\$74,258
	4	13	13	\$33.75	\$61,423	\$34.85	\$67,949	\$36.07	\$70,327	\$37.24	\$72,613	\$38.54	\$75,154
			14	\$34.17	\$62,191	\$35.28	\$68,798	\$36.52	\$71,206	\$37.70	\$73,521	\$39.02	\$76,094
			15	\$34.59	\$62,958	\$35.72	\$69,648	\$36.97	\$72,085	\$38.17	\$74,428	\$39.50	\$77,033
			16	\$35.02	\$63,728	\$36.15	\$70,499	\$37.42	\$72,966	\$38.63	\$75,338	\$39.99	\$77,975
	5	17	17	\$35.44	\$64,494	\$36.59	\$71,346	\$37.87	\$73,843	\$39.10	\$76,243	\$40.47	\$78,911
			18	\$35.88	\$65,300	\$37.05	\$72,239	\$38.34	\$74,767	\$39.59	\$77,197	\$40.97	\$79,899
			19	\$36.32	\$66,107	\$37.50	\$73,131	\$38.82	\$75,691	\$40.08	\$78,151	\$41.48	\$80,886
			20	\$36.76	\$66,912	\$37.96	\$74,021	\$39.29	\$76,612	\$40.57	\$79,102	\$41.98	\$81,871
6	21	\$37.21	\$67,719	\$38.42	\$74,914	\$39.76	\$77,536	\$41.05	\$80,056	\$42.49	\$82,858		

APPENDIX I, continued

**PROJECTED 10 MONTH WAGE SCHEDULE
Public Health School Nurse (N-1)
(Based on a 217 day school calendar and 1627.5 hours)**

1519 hrs		3.25%		3.5%		3.25%		3.5%	
1-Jul-07		1-Jul-08		1-Jul-09		1-Jul-10		1-Jul-11	
Hourly	School Yr.	Hourly	School Yr.	Hourly	School Yr.	Hourly	School Yr.	Hourly	School Yr.
\$29.15	\$44,284	\$30.10	\$48,989	\$31.15	\$50,704	\$32.17	\$52,352	\$33.29	\$54,184
\$29.52	\$44,839	\$30.48	\$49,603	\$31.54	\$51,339	\$32.57	\$53,008	\$33.71	\$55,863
\$29.88	\$45,392	\$30.85	\$50,215	\$31.93	\$51,972	\$32.97	\$53,661	\$34.13	\$55,539
\$30.26	\$45,962	\$31.24	\$50,845	\$32.33	\$52,625	\$33.39	\$54,335	\$34.55	\$56,237
\$30.61	\$46,499	\$31.61	\$51,440	\$32.71	\$53,240	\$33.78	\$54,970	\$34.96	\$56,894
\$30.99	\$47,081	\$32.00	\$52,084	\$33.12	\$53,907	\$34.20	\$55,658	\$35.40	\$57,607
\$31.38	\$47,662	\$32.40	\$52,726	\$33.53	\$54,571	\$34.62	\$56,345	\$35.83	\$58,317
\$31.76	\$48,242	\$32.79	\$53,368	\$33.94	\$55,236	\$35.04	\$57,031	\$36.27	\$59,027
\$32.14	\$48,822	\$33.19	\$54,010	\$34.35	\$55,900	\$35.46	\$57,717	\$36.70	\$59,737
\$32.54	\$49,434	\$33.60	\$54,686	\$34.78	\$56,600	\$35.91	\$58,440	\$37.16	\$60,485
\$32.95	\$50,043	\$34.02	\$55,361	\$35.21	\$57,298	\$36.35	\$59,160	\$37.62	\$61,231
\$33.35	\$50,653	\$34.43	\$56,035	\$35.64	\$57,996	\$36.79	\$59,881	\$38.08	\$61,977
\$33.75	\$51,265	\$34.85	\$56,711	\$36.07	\$58,696	\$37.24	\$60,604	\$38.54	\$62,725
\$34.17	\$51,905	\$35.28	\$57,420	\$36.52	\$59,430	\$37.70	\$61,361	\$39.02	\$63,509
\$34.59	\$52,546	\$35.72	\$58,129	\$36.97	\$60,163	\$38.17	\$62,119	\$39.50	\$64,293
\$35.02	\$53,188	\$36.15	\$58,840	\$37.42	\$60,899	\$38.63	\$62,878	\$39.99	\$65,079
\$35.44	\$53,827	\$36.59	\$59,546	\$37.87	\$61,631	\$39.10	\$63,634	\$40.47	\$65,861
\$35.88	\$54,501	\$37.05	\$60,291	\$38.34	\$62,402	\$39.59	\$64,430	\$40.97	\$66,685
\$36.32	\$55,174	\$37.50	\$61,036	\$38.82	\$63,173	\$40.08	\$65,226	\$41.48	\$67,509
\$36.76	\$55,846	\$37.96	\$61,779	\$39.29	\$63,942	\$40.57	\$66,020	\$41.98	\$68,330
\$37.21	\$56,519	\$38.42	\$62,524	\$39.76	\$64,713	\$41.05	\$66,816	\$42.49	\$69,154

APPENDIX I, continued

**PROJECTED 10 MONTH WAGE SCHEDULE
Public Health Senior School Nurse (N-2)
(Based on a 217 day school calendar and 1627.5 hours)**

1519 hrs		3.25%		3.5%		3.25%		3.5%	
1-Jul-07		1-Jul-08		1-Jul-09		1-Jul-10		1-Jul-11	
Hourly	School Yr.	Hourly	School Yr.	Hourly	School Yr.	Hourly	School Yr.	Hourly	School Yr.
\$30.77	\$46,745	\$31.77	\$51,712	\$32.89	\$53,522	\$33.95	\$55,261	\$35.14	\$57,196
\$31.16	\$47,329	\$32.17	\$52,358	\$33.30	\$54,190	\$34.38	\$55,952	\$35.58	\$57,910
\$31.54	\$47,913	\$32.57	\$53,004	\$33.71	\$54,859	\$34.80	\$56,642	\$36.02	\$58,624
\$31.93	\$48,497	\$32.96	\$53,650	\$34.12	\$55,527	\$35.23	\$57,332	\$36.46	\$59,339
\$32.31	\$49,081	\$33.36	\$54,296	\$34.53	\$56,196	\$35.65	\$58,022	\$36.90	\$60,053
\$32.71	\$49,694	\$33.78	\$54,974	\$34.96	\$56,898	\$36.10	\$58,747	\$37.36	\$60,803
\$33.12	\$50,307	\$34.19	\$55,652	\$35.39	\$57,600	\$36.54	\$59,472	\$37.82	\$61,553
\$33.52	\$50,920	\$34.61	\$56,330	\$35.82	\$58,302	\$36.99	\$60,197	\$38.28	\$62,304
\$33.93	\$51,533	\$35.03	\$57,009	\$36.25	\$59,004	\$37.43	\$60,922	\$38.74	\$63,054
\$34.35	\$52,179	\$35.47	\$57,723	\$36.71	\$59,743	\$37.90	\$61,685	\$39.23	\$63,844
\$34.77	\$52,823	\$35.91	\$58,436	\$37.16	\$60,481	\$38.37	\$62,447	\$39.71	\$64,632
\$35.20	\$53,466	\$36.34	\$59,146	\$37.61	\$61,216	\$38.84	\$63,206	\$40.20	\$65,418
\$35.62	\$54,110	\$36.78	\$59,859	\$38.07	\$61,954	\$39.30	\$63,967	\$40.68	\$66,206
\$36.07	\$54,785	\$37.24	\$60,606	\$38.54	\$62,727	\$39.79	\$64,766	\$41.19	\$67,032
\$36.51	\$55,463	\$37.70	\$61,356	\$39.02	\$63,504	\$40.29	\$65,568	\$41.70	\$67,863
\$36.96	\$56,139	\$38.16	\$62,103	\$39.49	\$64,277	\$40.78	\$66,366	\$42.21	\$68,689
\$37.40	\$56,814	\$38.62	\$62,850	\$39.97	\$65,050	\$41.27	\$67,164	\$42.71	\$69,515
\$37.87	\$57,523	\$39.10	\$63,635	\$40.47	\$65,862	\$41.78	\$68,003	\$43.25	\$70,383
\$38.34	\$58,236	\$39.58	\$64,424	\$40.97	\$66,679	\$42.30	\$68,846	\$43.78	\$71,255
\$38.81	\$58,946	\$40.07	\$65,209	\$41.47	\$67,491	\$42.82	\$69,685	\$44.32	\$72,124
\$39.28	\$59,661	\$40.55	\$65,999	\$41.97	\$68,309	\$43.34	\$70,530	\$44.85	\$72,998

APPENDIX II

- A. All employees shall be advanced the appropriate step (or 1/4 portion thereof) on July 1.
- B. Increments of one-quarter (1/4) of the annual increment for each nearest full one-quarter (1/4) year of service will be given for service begun during the fiscal year, or for promotion made during the fiscal year.
- C. Employees shall be paid at the rate specified in the wage scale commensurate with their length of service.
- D. Increments are shown for the purposes of this agreement only and are not to be construed as guaranteed for the purposes of future agreements.
- E. All steps shall be attainable after one (1) year at the preceding step. Advancement to a succeeding step shall not be automatic and shall be made only upon completion of the required period of satisfactory service at the current step based on an evaluation by the Division Director pursuant to Section 27D of this Agreement. The Division Director may withhold an increment from an employee upon the filing of an unsatisfactory performance report with the employee and the Director of Human Resources.
- F. The Director of Health or Superintendent of Schools, as applicable, with the concurrence of the Director of Human Resources shall consider previous experience, additional responsibilities, and educational qualifications in determining the starting step on the wage scale for new employees.

APPENDIX III

Town of Greenwich
PPO Plan

PPO Copay Benefit Summary (Century Preferred)

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.*

<u><i>Benefits</i></u>	<u><i>ANTHEM HealthCare Preferred Provider Access Copay Plan</i></u>	
	<u><i>In-Network</i></u>	<u><i>Out-of-Network</i></u>
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Dependent Children</i>	Children covered to age 19, students to age 25 (Termination is end of birth month)	
<i>Calendar Year Deductible</i> 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
<i>Out-of-Pocket Maximum</i> 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
<i>Reasonable & Customary Charges</i>	Not applicable	Paid at the 90 th percentile
<i>Outpatient Doctor's Office Visits</i> For illness/injury Allergy Injections	No charge after \$10 per visit copay No charge*	80% after deductible 80% after deductible

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

<u>Benefits</u>	<u>ANTHEM HealthCare Preferred Provider Access Copay Plan</u>	
	<u>In-Network</u>	<u>Out-of-Network</u>
<i>Inpatient Hospital Professional Services</i> Surgeon Radiologist Pathologist Anesthesiologist	No charge	<u>80% after deductible</u>
<i>Multiple Surgical Reduction</i>	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.
<i>Outpatient Surgical Facility Services</i>	No charge	80% after deductible
<i>Outpatient Professional Services</i> Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
<i>Emergency Care</i> Doctor's Office Hospital Emergency Room Outpatient Facility or other Urgent Care Facility Walk In Center Ambulance (medically necessary)	No charge after \$10 per visit copay No charge after \$25 per visit copay** No charge after \$10 per visit copay** No charge**	No charge after \$10 per visit copay No charge after \$25 per visit copay** No charge after \$10 per visit copay** No charge**
<i>Skilled Nursing Facility</i> Up to a maximum of 120 days per calendar year No prior hospitalization required	No charge	80% after deductible
<i>Independent Lab and X-ray Services</i> (Facility and Professional Services) Hospital Outpatient Lab and X-ray Facility Doctor's Office	No charge No charge No charge, included in \$10 per visit copay if performed and billed by treating physician	80% after deductible 80% after deductible 80% after deductible

<u>Benefits</u>	<u>ANTHEM HealthCare Preferred Provider Access Copay Plan</u>	
	<u>In-Network</u>	<u>Out-of-Network</u>
<i>Outpatient Short Term Rehabilitation</i> Includes: 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 (excludes reversals)		
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

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

<u>Benefits</u>	<u>ANTHEM HealthCare Preferred Provider Access Copay Plan</u>	
	<u>In-Network</u>	<u>Out-of-Network</u>
<p><i>Alcohol and Drug Abuse Rehabilitation</i> Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review</p> <p>Outpatient</p>	<p>No charge</p> <p>No charge after \$10 per visit copay</p>	<p><u>80% after deductible</u></p> <p><u>80% after deductible</u></p>
<p><i>Temporomandibular Joint Syndrome (TMJ)</i> (Appliances Only – remainder of charges covered under dental)</p>	<p>No charge</p>	<p><u>80% after deductible</u></p>
<p>Medical Health Information</p>	<p>MyHealth@Anthem.com</p>	
<p><i>Pre-Admission Certification - Continued Stay Review</i></p>	<p>Inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review (<i>PAC/CSR</i>) \$400 Penalty for non-compliance. To pre-certify, call 1-800-233-4997</p>	
<p><i>Case Management - Voluntary Program</i></p>	<p>. 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. 1-800-233-4997</p>	

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 (by way of example but not limited to):

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 IV

PRESCRIPTION DRUGS COVERAGE

Effective April 1, 2005 the following prescription drug plan shall become effective for all employees.

PRESCRIPTION DRUGS		
Prescription Coverage Retail Pharmacy	\$ 5 Generic Drug Co-payment \$15 Preferred Brand Name Drug Co-payment \$30 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, \$30 Preferred Brand Name \$60 all other drugs (up to a 90-Day Supply)	Covered in Network Only

Effective February 1, 2009 the following prescription drug plan shall become effective all employees.

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 V

Medical Claims Address:
ANTHEM BLUE CROSS AND BLUE SHIELD
PO BOX 533
NORTH HAVEN, CT 06473-0533
Customer Service Phone Number:
1-800-233-4947

Anthem BLUECARE POS

<i>Description of Benefits</i>		<i>In-Network You pay:</i>	<i>Out-In-Network You pay after annual deductible:</i>
PREVENTIVE CARE			
Well child care (including immunizations)	6 exams birth to 1 year; 6 exams 1 through 5 years Then 1 exam per year	\$10 Co-payment	20%
Periodic, routine health examinations	1 exam every year	\$10 Co-payment	20%
Routine eye exam	One exam every 24 months	No Copayment	20%
Hearing screening	As part of the preventive exam	\$10 Copayment	20%
Routine Ob/Gyn visits	1 exam per year	\$10 Copayment	20%
Mammography	1 baseline age 35-39 1 screening every year age 40+ Additional exams when medically necessary	\$10 Copayment	20%
MEDICAL CARE			
Primary care office visits		\$15 Per Visit	20%
Specialist consultations		\$15 Per Visit	20%
Maternity Care	Pre- natal, delivery, and post-natal care Prior authorization required	\$15 first visit only	20%
Laboratory		No Charge	20%
X-ray and diagnostic tests	In Office In Hospital, stand-alone procedure	No Charge No Charge	20% 20%
Allergy Services			
Office visits		\$15 Per Visit	20%
Allergy injections and testing	Unlimited Injections	No Charge	20%
HOSPITAL CARE <i>Prior Authorization Required.</i>			
Semi-private room		No Charge	20%
Maternity and newborn care		No Charge	20%
Skilled nursing facility	Up to 120 days per calendar year	No Charge	20%
Rehabilitative services	Up to 60 consecutive days per medical condition	No Charge	20%
Outpatient Surgery	In a hospital or surgi-center	No Charge	20%
Hospice	Unlimited	No Charge	20%
EMERGENCY CARE			
Emergency room	Copayment waived if admitted	\$50 Per Visit	\$50 Per Visit
Ambulance	Unlimited maximum on land and air	No Charge	No Charge
Urgent care		\$15 Per Visit	\$15 Per Visit
OTHER HEALTH CARE <i>Prior Authorization Required</i>			
Prosthetic devices		No Charge	20%
Durable medical equipment		No Charge	20%

<i>Description of Benefits, continued</i>		<i>In-Network You pay:</i>	<i>Out-In-Network You pay after annual deductible:</i>
No Prior Authorization Required			
Home health care	Includes infusion therapy-Unlimited Maximum	No Charge	20% after a \$50 deductible
Outpatient Rehabilitative services (Speech therapy)		\$15 Per Visit	20%
Outpatient Rehabilitative services (including physical therapy, occupational therapy and chiropractic treatment)	Subject to medical necessity based on information obtained from your health care provider	\$15 Per Visit	20%
Outpatient cardiac rehabilitation therapy	Up to 36 visit maximum per cardiac episode	\$15 Per Visit	20%
Infertility	\$25,000 lifetime maximum (includes services and drugs administered for the treatment of infertility). Including In-Vitro. GIFT/ZIFT not covered.	\$15 Per Visit	20%
Dental Care	Limited to Accidental Injury to Sound Natural Teeth. No Charge for Inpatient Facility, Outpatient Facility or Physicians Services other than Office Visit.	\$15 Per Visit	20%
Hearing Aids	Limited to one every 24 months (Children up to the age of 12 receive a \$1,000 maximum every 24 months)	No Charge (up to \$500)	No Charge (up to \$500)
TMJ	Includes Appliances Only	No Charge	20%

MENTAL HEALTH/ SUBSTANCE ABUSE CARE *No Prior Authorization Required*

****Send all claims to for MENTAL HEALTH/SUBSTANCE ABUSE CARE ONLY:**

Anthem Behavioral Health, PO BOX 22899, Denver, CO 80222-0899**

ANTHEM BEHAVIORAL HEALTH CUSTOMER SERVICE LINE – 1-800-934-0331

Members may access participating mental health/substance abuse provider groups either by referral from their PCP, emergency room, Employee Assistance Program, self-referral, or the Plan. Higher cost-shares apply when using non-participating mental health/substance abuse providers.

Mental health and Substance abuse- inpatient	No Charge	20%
Mental health outpatient/office visits	\$15 Per Visit	20%

How To Use Your Plan

With BlueCare Point of Service (POS) you have the flexibility to access your benefits in two different ways:

In-Network: You can maximize your benefits and minimize your costs and paperwork when a participating provider delivers care. Simply present your membership card and pay any applicable cost-share(s). Participating providers will submit claims directly Anthem Blue Cross and Blue Shield of Connecticut on your behalf.

Out-of-Network: If you wish to visit a provider who does not participate with the plan, you'll still be covered for designated services after meeting a deductible and paying coinsurance. Non-participating providers also may charge you for any balance above the maximum allowable amount. When utilizing the out-of-network option, members are responsible for obtaining pre-certification or prior authorization for specified services. If the member fails to obtain the necessary pre-certification or prior authorization, benefits may be reduced or denied.

Prior Authorization: Prior authorization is required for inpatient admissions and specified outpatient procedures.

Schedule of Benefits: In-Network You Pay Out-of-Network You Pay

Annual Coinsurance Limit	None	Individual: \$900 2 Person: \$1500 Family: \$2100
Lifetime Maximum	Unlimited	\$1,000,000
Annual Deductible	None	Individual: \$250 2 Person: \$500 Family: \$700
Coinsurance	None	20%

This does not constitute your health plan or insurance policy. It is only a general description of BlueCare POS benefits and exclusions.
Revised 09/10/2003

APPENDIX VI

SCHEDULE OF DENTAL BENEFITS

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 Services	
Class B Services – Basic	
Class C Services - Major	
Class D Services – Orthodontia	
Dental Percentages Payable	
Class A Services – Preventative	100%
Class B Services – Basic	80%
Class C Services – Major	50%
Class D Services – Orthodontia	50%
Maximum Benefit Amount	
For other than Class D- Orthodontia:	
Per person per calendar year	\$1,500 effective July 1, 2009 \$2,000
For Class D - Orthodontia	
Lifetime maximum per person (Age 8 to 19 years)	\$1,500 effective July 1, 2009 \$2,000
Pre - Existing	None

APPENDIX VII

MEAL PERIOD WAGE SETTLEMENT

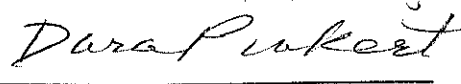
Simultaneously with the negotiations the Town and Council 4 reached an agreement on the issue of Public Health School Nurses working during their meal period and the requirement that they remain on call at their work location during the workday during such meal period. The parties have agreed to amend Article 6 (A) of the collective bargaining agreement to provide for a paid thirty-minute meal period as a complete resolution of this issue. This resolution is retroactive to July 1, 2008.

In reaching this agreement the Town does not make any admission as to time worked by employees and does not admit to any liability as to back wages. Council 4 agrees that this is a final settlement in complete satisfaction of any and all wage and hour matters relating to the meal period.

For the Town of Greenwich:

A handwritten signature in cursive script, appearing to read "Paul Cava", written over a horizontal line.

For Council 4 Local 1303-222:

A handwritten signature in cursive script, appearing to read "Dara Pukert", written over a horizontal line.