

COLLECTIVE BARGAINING AGREEMENT

Between the

TOWN OF GREENWICH

And the

GREENWICH MUNICIPAL EMPLOYEES ASSOCIATION

July 1, 2005 – June 30, 2009

|

May 10, 2005

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The TOWN OF GREENWICH ("Town") and the GREENWICH MUNICIPAL EMPLOYEES ASSOCIATION ("Association") agree as follows:

ARTICLE I PREAMBLE

This Agreement is entered into between the Town of Greenwich and the Greenwich Municipal Employees Association. It is the intent and purpose of this Agreement to assure mutually sound and beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise as to the terms of this Agreement, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2 RECOGNITION

In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, as amended, the Town of Greenwich hereby recognizes the Greenwich Municipal Employees Association as the sole and exclusive collective bargaining representative for the bargaining unit consisting of all full-time permanent employees and part-time permanent employees in the classifications set forth in AppendixC. Excluded from the bargaining unit are all other employees, including, but not limited to, individuals excluded pursuant to Sections 7-467 through 7-477 of the Connecticut General Statutes (MERA), and other employees as may be specifically set forth in this Agreement.

ARTICLE 3 NOTICE

The Town shall provide the Association with sufficient copies of the Agreement for distribution by the Association to all covered employees. The Town shall provide a copy of the Agreement to each newly hired covered full-time and part-time employee upon commencement of employment. The Town shall make available to employees for inspection other documents that relate to employee benefits and other terms and conditions of employment.

The Town shall provide the Association with an electronic copy of the current Collective Bargaining Agreement within thirty (30) days from the date said Agreement is executed by the parties.

Each month the Town shall forward to the Association a current alphabetical listing of all bargaining unit employees to include the following information: address, job title, pay grade, department and association/service fee deduction. This list shall be forwarded to the Association with the monthly dues/service fee payment.

The Association will be supplied with the names and addresses of new hires in permanent full-time and permanent part-time positions. Designated Association representatives will be provided with reasonable opportunity, within three (3) business days of hire, to meet with the new hires concerning Association membership.

ARTICLE 4 CATEGORIES OF EMPLOYEES

A. The following definitions shall be used for the administration of this Agreement:

1. Full-time permanent employees: An employee who has completed the probationary period for their position and works the standard workweek as defined by Article 7.
2. Part-time permanent employee: An employee who has completed the probationary period for their position and works at least thirty-two (32) and a maximum of fifty (50) hours per bi-weekly payroll period. The maximum hours for Food Service employees of the Board of Education shall be sixty-four (64) hours per bi-weekly payroll period.
3. Probationary employee: All newly hired full-time and part-time employees, hired in classifications represented by this bargaining unit, shall be considered as probationary employees and must complete a probationary period consisting of six (6) months of work before attaining permanent employee status. Employees who are absent from work during their probationary period in excess of ten (10) work days may have their probationary period extended for a like period at the discretion of the department head.

During the probationary period, the probationary employee is considered an at will employee and may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the appointing authority and neither the reason for, nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance.

Probationary employees shall be covered by the express provisions of the terms of this Agreement, except as otherwise specifically set forth in this Agreement.

4. Temporary employees: Full and part-time employees who are hired on a less than six- (6) month basis. Temporary employees shall not work more than twelve (12) months in any twenty-four (24) month period and not more than six months in the same department in any twelve (12) month period.
5. Seasonal employee: An employee who works for a period of not more than one hundred twenty calendar days in any calendar year except for employees

assigned to the Department of Parks and Recreation who are hired for a particular recreational program such as the golf course, skating, and beach programs who may exceed the one hundred twenty day limit and work for the duration of the recreational program.

6. Emergency employee: Any employee who works pursuant to Section G of Article 24.
- B. The Collective Bargaining Agreement between the Town and GMEA provides for a salary schedule to which all bargaining unit positions are allocated. It is recognized that the Town is required, under “MERA” to negotiate with the appropriate bargaining representative as to the allocation to salary grades of newly created positions recognized to the bargaining unit and the re-allocation to salary grades of existing positions recognized to the bargaining unit.

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

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

1. The Town, prior to posting, shall forward to the GMEA President a copy of any newly proposed job classification for which a reasonable basis exists that an incumbent in such new position will perform bargaining unit work and job classifications represented by GMEA for which the essential features and/or minimum qualifications have been modified.
2. The GMEA President shall notify, in writing, the Director of Human Resources within ten (10) business days from receipt of such job classification whether GMEA will seek to represent the newly created position; and, for revised classifications that it represents, GMEA’s position as to the proposed salary grade placement.
3. In the event of a disagreement regarding the proposed salary grade placement the following procedure shall be followed in place of the Article 23 grievance procedure. The parties shall meet to discuss the issue of salary grade placement for such position within ten (10) business days from receipt of such notice. The Town agrees not to post for such position until the aforementioned meeting. In the event the salary grade placement is not resolved at this step in the procedure, the Town may post the position and proceed to fill the position.

4. Arbitration: Either the Town or GMEA may proceed to arbitration as provided herein to resolve a dispute in the salary grade placement of a new position, reallocation of an existing position or reclassified position. The party requesting arbitration shall notify the other party in writing of its intent to arbitrate within five (5) business days from the date of the meeting held pursuant to paragraph 3 above. The parties may mutually agree to waive the five (5) day requirement. A notice to arbitrate shall be sent by the party seeking arbitration to the appropriate arbitrator with a copy to the other party. The notice to arbitrate shall include the title(s) in dispute. The arbitrator shall contact both parties to arrange for a mutually convenient date for the arbitration hearing. An arbitration hearing shall be scheduled by the arbitrator within twenty (20) business days from the date the notice to arbitrate is received by the arbitrator. The arbitrator shall be selected from the list of arbitrators agreed to by the parties. The arbitration hearing process shall be expedited. All evidence shall be produced at the scheduled arbitration hearing. Post hearing briefs will not be permitted but the parties may submit a post hearing written summation within three (3) business days from the date of the arbitration hearing. The arbitrator shall render a decision within ten (10) business days of receiving all documents. The authority of the arbitrator is limited to selecting from either the Town's or GMEA's last best offer. Neither party shall appeal the decision of the arbitrator to the courts. The decision of the arbitrator shall be final and binding on the parties and effective the first payroll period following receipt of the decision by the Director of Human Resources.

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

The arbitrator shall be selected by mutual agreement by the parties.

- C. A permanent full-time employee shall receive all benefits provided by this Agreement. Permanent part-time employees shall receive only the benefits of Articles 5 (A); 10 (D); 11 (A) (C); 12 (B); 14 (H); 17 (H); 19 (A) and 24 (A) of this Agreement; such benefits as set forth herein are described in Appendix K annexed to this Agreement.
- D. Employees of the Town (other than full time) who, on July 1, 1976, were receiving benefits beyond those which they would normally be entitled to under Article 10, D and 12, C of this Agreement, shall continue to receive all such benefits as long as they remain in the employ of the Town in the same title, position or department.

ARTICLE 5 WAGES

A. Permanent full-time and permanent part-time employees, except employees assigned to the Food Service Division of the Board of Education, shall be paid at the appropriate rate per year as specified in Appendix D . Permanent full-time and part-time employees assigned to the Food Service Division of the Board of Education shall be paid at the appropriate rate per year as specified in Appendix E.

B. General Wage Increases:

1. All covered employees shall receive a three and one-quarter percent (3.25%) general wage increase effective July 1, 2005.

2. All covered employees, shall receive a three and one quarter percent (3.25%) general wage increase effective July 1, 2006.

3. All covered employees shall receive a three and one quarter percent (3.25%) general wage increase effective July 1, 2007.

4. All covered employees shall receive a three percent (3.00%) general wage increase effective July 1, 2008.

C. Step Placement and Advancement

Increments are shown for the purposes of this Agreement only and are not to be construed as guaranteed for the purposes of future agreements.

Employees shall be paid at the appropriate grade and step as set forth in the salary schedules appended to this Agreement. Employees who complete one (1) year of service at their present step and receive a satisfactory or better annual performance review shall be eligible to advance to the succeeding step. An employee hired on or after July 1, 2005 shall be eligible for an increment on July 1 following twelve months of work from the date of hire, and each July 1 thereafter subject to the conditions set forth in this paragraph. . Advancement to the succeeding step is not automatic and shall only be made at the discretion of the department head upon the employee satisfactorily completing the eligibility requirements. Failure of a Department Head to evaluate an employee shall deem that employee eligible to advance to the succeeding step. In no event shall an employee receive a salary in excess of the maximum provided for that salary grade. An employee shall not be eligible to advance to the succeeding step if the employee has received a formal written notice of discipline within the twelve-month period preceding the effective date of the step increase. In such event the

employee shall next be eligible to advance to the succeeding step the following July 1. A Department Head is required to provide an employee with written notice thirty (30) days prior to the increment's effective date that such increment is being withheld. An employee may grieve the withholding of an increment directly to Step II of the grievance procedure.

- D. Any full time employee who is on the active payroll as of December 1 of each contract year shall receive the following longevity payment: ten (10) years of service shall receive a total longevity payment of four hundred-fifty dollars (\$450.00); fifteen (15) years of service a total longevity payment of six hundred dollars (\$600.00); and twenty (20) or more years of service a total longevity payment of eight hundred dollars (\$800.00). Said payment shall be made in the first full payroll period in December. There shall be no pro-ration of said payment.

ARTICLE 6 COLLECTIVE BARGAINING

- A. All collective bargaining with respect to hours, wages and other conditions of employment shall be conducted by authorized representatives of the Association and the Town.
- B. The members of the Association Negotiating Committee, but not more than four (4) 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 business, in which case the meeting shall be promptly rescheduled.
- C. The members of the Association Grievance Committee, but not more than two (2) members and the aggrieved employee, shall be allowed a reasonable amount of time without loss of pay during regularly scheduled working hours for the processing of grievances. Any employee whose testimony is required by the Association at any stage of the grievance procedure shall receive reasonable release time from duty with full pay for providing such testimony, as long as the time off does not interfere unreasonably with Town business, in which case the meeting shall be promptly rescheduled.
- D. Each member of the bargaining unit who is a director of the Greenwich Municipal Employees Federal Credit Union or Member's Credit Union shall be granted leave from duty with full pay up to two (2) hours per month non-cumulative, for all necessary directors' meetings of the Credit Union when such meetings take place at a time during which such members are scheduled to be on duty; provided, however, that the aggregate number of directors so granted such leave (whether from the bargaining unit or otherwise) shall not exceed a total of twelve (12) per month.

- E. Employees designated by the President of the Association shall be granted leave from duty without loss of pay or benefits for up to a maximum of twenty-five (25) days in the fiscal year provided such time off does not unreasonably interfere with Town business. Such leave shall only be granted for matters, other than negotiations and grievance processing, directly related to administration of this Agreement or of the Association and shall be requested by the employee in advance to the Director of Human Resources via the employee's department head.

ARTICLE 7 HOURS AND WORKWEEK

The standard workweek for full-time employees shall be thirty-five (35) hours scheduled over five consecutive days during a calendar week. Should it be necessary, in the interest of efficient operations and/or to provide alternative office hours to the public, the Town shall provide employees and the Association with reasonable notice of any changes in the workweek or workday.

ARTICLE 8 OVERTIME, SHIFT DIFFERENTIAL, JURY PAY, COURT TIME PAY, AND CALL OUT PAY

- A. Employees are not authorized to work in excess of their regular workday and workweek without prior authorization from their supervisor. All employees shall be paid at the rate of one and one-half (1½) times their regular straight time hourly rate for overtime in excess of their standard seven (7) hour workday or thirty-five (35) hour workweek as set forth in Article 7 of this Agreement. Time not worked due to non-occupational illness or injury (sick leave) shall not be counted as time worked for the purpose of determining overtime hours worked. If an employee and the employee's supervisor agree to compensatory time as set forth herein compensatory time will be given as straight time from those hours over thirty-five (35) and up to forty (40). Any compensatory time after forty (40) hours will be at time and one half as set forth in this Article.

By mutual agreement of the employee and the employee's supervisor, in lieu of cash payment for overtime, an employee may be granted compensatory time at the applicable rate in accordance with this section. Compensatory time must be used within one hundred twenty (120) calendar days of the date on which it was earned and may be accumulated to a maximum of thirty-five (35) hours.

- B. There shall be a shift differential in pay of seventy-five cents (\$.75) per hour for all hours worked on the second shift starting at or after 12:00 Noon and ending at 12:00 Midnight, and one dollar twenty five cents (\$1.25) per hour for all hours worked on the third shift starting at or after 10:00 P.M. and ending by 8:00 A.M.

- C. In addition to paying permanent full-time employees for time spent attending jury duty, the Town shall pay permanent part time employees an amount prorated on the basis of the average fraction of the standard workweek worked during the previous four weeks. The Town shall have the right to deduct from the pay of any permanent full-time or permanent part-time employee to whom it has paid jury pay pursuant to this Agreement the daily stipend paid to such employee by the amount of such stipend.
- D. All employees required to appear in or attend Court as employees of the Town of Greenwich or as a result of testimony or evidence required in a case involving the Town, shall be paid the appropriate rate for said time.
- E. Employees called out to work overtime, whether or not scheduled in advance, shall be guaranteed a minimum of three (3) hours at the overtime rate except if such time is contiguous to the workday.

ARTICLE 9 TEMPORARY ASSIGNMENTS

The Town shall pay any permanent, full-time employee temporarily assigned to a higher classification within the bargaining unit at a rate of pay ten percent (10%) higher than the employee's regular rate or at the minimum of the wage range for the higher position, whichever is higher, but does not exceed the maximum of the pay range for the higher classification, providing the employee is qualified and assigned to complete at least fifty percent (50%) of the duties of the higher temporary position. A full-time employee temporarily assigned to a higher classification outside of the bargaining unit shall be paid the greater of the out of class pay set forth above or ninety percent (90%) of the base salary of the individual in the higher classification. Such higher rate of pay shall commence on the first full working day in the temporary assignment.

ARTICLE 10 HOLIDAYS

- A. The following shall be observed as paid holidays:

New Year's Day, January 1	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, December 25

- B. When a holiday falls on a regular day off, for employees scheduled to work a five (5) day operation, the holiday shall be celebrated on a regular workday to be scheduled by the Town. For employees scheduled to work a seven (7) day operation, the holiday shall be celebrated on a regular workday to be selected by

the employee, with the approval of the department head; the workday selected need not be uniform.

- C. If an employee shall be required to work on a holiday, he shall be paid at the rate of one and one-half (1 1/2) times his/her regular straight time hourly rate for such work.
- D. Permanent, part time employees shall be entitled to the holidays of this Article and shall receive as holiday pay an amount prorated on the basis of the average fraction of the standard workweek worked during the past fiscal year.
- E. If an employee is absent from work for any part of the last scheduled work day before or the first scheduled work day after the day on which a holiday is observed pursuant to the terms of this Article, such employee shall receive holiday pay provided such absence is for an authorized or excused reason such as, but not limited to, illness, accident, vacation, personal leave day, bereavement leave day, or extreme weather conditions. It is understood that such authorized or excused absence need not be with pay in order for the employee to be eligible for the holiday pay.
- F. Subject to prior mutual written agreement between the Town and the Association, a schedule for holiday observances which differs from the days indicated in A may be established for employees of the Greenwich Library and Greenwich Board of Education, provided that the number of paid holidays is equal to the number of holidays set forth in A. In the event no agreement is reached for such change, the holiday schedule set forth in A shall control.

ARTICLE 11
SICK LEAVE

A.

A permanent full time employee, following the completion of his/her probationary period shall earn, retroactive to their date of hire, one (1) sick day per month of work. A permanent full time employee following the completion of his/her ninth (9th) year of continuous work shall earn two (2) sick days per month of work. A permanent part time employee who has completed twelve (12) consecutive months of service shall become eligible to earn sick leave at the rate of one (1) day per month. The sick leave payment to be received by a part time employee is based on the number of part time hours the employee was scheduled to work. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

B. At the time of retirement or death of an employee, the employee or his/her heirs or estate shall be paid at the rate of his/her last position with the Town for up to fifty percent (50%) of his/her accumulated unused sick leave balance. In no instance shall payment be made for more than ninety (90) unused sick leave days. This provision shall not apply to an employee who is hired or rehired on or after May 26, 1998 and shall not apply to a permanent part time employee. An employee who is terminated due to position abolishment and who is subsequently rehired shall continue to be eligible to receive sick leave payment at retirement as provided herein.

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

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

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

2. An employee with accrued sick leave credit shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of his/her immediate family, which requires the employee's personal care and attendance.

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

If the Town has reasonable grounds to believe sick leave is being abused, the Town may, at its discretion, require an employee requesting sick leave, or leave without pay when sick leave is exhausted, to furnish a statement from his/her attending physician certifying that absence from work was necessary due to the employee contracting a non-service connected illness or disability which renders the employee unable to perform the duties of his/her position. An employee may be disciplined for sick leave abuse or for failure to adhere to the requirements of this section.

- D. An employee who is laid off due to position abolishment or transfer of another employee into his/her position who is rehired within twenty four (24) months from his/her date of termination shall have any unused sick leave accumulated at the time of termination reinstated.
- E. In the event that an employee is entitled to sick leave pursuant to Article 11, C, but does not have earned sick leave available, the employee may borrow from his/her accrued, unused vacation leave as of the time sick leave is taken, to a maximum of ten (10) days. The vacation leave so used shall subsequently be repaid by subsequent sick leave earned at the applicable rate.
- F. An employee who is unable to report to work due to illness or disability shall notify his/her immediate supervisor as soon as possible, 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. An employee who has accumulated 180 sick days as of June 30 and did not use all his/her earned sick leave during that fiscal year, will receive one (1) extra paid vacation day (1/2 or full day) in the following fiscal year for each four (4) unused sick days earned during that fiscal year above the 180 days.

ARTICLE 12 VACATION

A.

A permanent full-time employee shall accrue paid vacation, retroactive to their date of hire, according to the following schedule:

1. An employee scheduled to a thirty-five hour regular workweek shall earn 5.833 hours of paid vacation per each completed month of work for the first twenty-four (24) months of work. An employee scheduled to a forty-hour regular workweek shall earn 6.666 hours of paid vacation per each completed month of work for the first twenty-four (24) months of work.

2. An employee scheduled to a thirty-five hour regular workweek shall earn 8.750 hours of paid vacation per each completed month of work beginning with the thirty-sixth (36th) month of work through to and including the seventy-second (72nd) month of work. An employee scheduled to a forty-hour regular workweek shall earn 10.000 hours of paid vacation per each completed month of work beginning with the thirty-sixth (36th) month of work through to and including the seventy-second (72nd) month of work.

3. An employee scheduled to a thirty-five hour regular workweek shall earn 11.666 hours of paid vacation per each completed month of work beginning with the seventy-third (73rd) month of work. An employee scheduled to a forty-hour regular workweek shall earn 13.333 hours of paid vacation per each completed month of work beginning with the seventy-third (73rd) month of work.

- B. Permanent part-time twelve-month employees, after completing one (1) year of continuous service with the Town, shall be entitled to receive five (5) pro-rated working days vacation leave with pay each fiscal year. Permanent part-time ten-month employees after completing one (1) year of continuous service with the Town, shall be entitled to receive four (4) pro-rated working days vacation leave with pay each fiscal year. Permanent part-time twelve-month employees shall be granted, after the completion of three (3) years of continuous service with the Town, ten (10) working days vacation leave with pay each fiscal year. Permanent part-time ten-month employees after completing three (3) years of continuous service with the Town shall be entitled to receive eight (8) pro-rated working days vacation leave with pay each fiscal year. Such vacation leave shall be granted under the same conditions as regular full-time employees, with the pay for the vacation leave to be prorated on the basis of the average fraction of the standard workweek worked by such employee during the past fiscal year. Permanent part-time twelve (12) month employees, with the approval of the department head,

may carryover from one fiscal year to the next, up to ten (10) days of unused vacation leave.

- C. In computing vacation leave, all municipal holidays shall be deducted.
- D. The department head shall schedule the vacation period in accordance with the requirements of his/her department. Requests for vacation leaves during the period from June 1st to November 30th shall be submitted by April 15th in each year; and requests for vacation leaves during the period from December 1st to May 31st shall be submitted by October 15th in each year. Vacation leaves assigned for the period from June 1st to November 30th shall be posted by April 30th in each year; and vacation times assigned for the period from December 1st to May 31st shall be posted by October 31st in each year. Changes after the selection date shall be allowed only by agreement of the employee and the department head. In the case of a conflict as to scheduling, seniority shall govern the right of preference, provided the employee's request has been submitted prior to the selection date. An employee serving in his or her probationary period shall accrue paid vacation as provided in paragraph A of this Article but shall not be eligible to use such accrued vacation time until completing his or her probationary period. The Town reserves the right, for administrative purposes only, to credit each non probationary employee's vacation accruals with the projected number of vacation hours that each non probationary employee will earn for that fiscal year in the first payroll of each fiscal year and for probationary employees upon completion of the probationary period. An employee who separates from Town service shall only be eligible to be paid for accrued unused vacation actually earned pursuant to paragraph A of this Article. An employee who separates from Town service and was permitted to use vacation in excess of that actually earned shall have deducted from the employee's final paycheck an amount equal to the excess vacation used but not earned.
- E. Permanent full time employees may carry forward unused vacation time and take consecutive vacation days as follows:
 - 1. Permanent full time employees shall be entitled to carry forward unused vacation leave from one fiscal year to the next, provided that an employee shall not carry forward more than one hundred seventy-five (175) hours of vacation for employees assigned to a regular thirty-five hours work schedule and two hundred (200) hours of vacation for employees assigned to a regular forty hours work schedule. An employee assigned to a regular thirty-five hours work schedule shall not be entitled to take more than two hundred-ten (210) hours of vacation and an employee assigned to a regular forty hours work schedule shall not be entitled to take more than two hundred-forty (240) hours of vacation at a consecutive interval or during any fiscal year;.
 - 2. If an employee agrees to waive his/her rights to vacation leave during a particular fiscal year at the request of his/her department head, the department head shall permit such employee to take part or all of the earned vacation

leave during the following fiscal year without regard to the limitations set forth in Subsection 1 of this Section E regarding carry-over of vacation days, vacation days to be taken at a consecutive interval, or total vacation days to be taken during any fiscal year. Any such permission shall be in writing and given to the Director of Human Resources and the employee at the time such request by the department head is made;

3. Vacation leave not used during any current fiscal year and not entitled to be carried forward to the next fiscal year shall be lost only at the end of the current fiscal year;

4. Anticipated loss of vacation leave under Subsection 3 of this Section E shall not entitle an employee to any special consideration in the scheduling of his/her vacation leave.

F.

Upon separation of service, retirement or death of an employee, the employee or his/her heirs or estate shall receive vacation pay for all unused vacation credited to the employee as of the date of separation. In addition to this payment, an employee with a pre May 28, 1998 hire date as a regular employee shall, upon retirement, be paid for vacation credits that the employee would have accrued had the employee continued employment for the entire fiscal year. The amount for all unused vacation shall be calculated based upon the employee's regular straight time rate of pay for the employee's regular position in effect at the time of separation or death. In no event shall the employee be paid for vacation in excess of that permitted to be accumulated pursuant to sections Band E of this Article. An employee who has a negative vacation balance at separation of service, retirement or upon death shall have deducted from the employee's final paycheck an amount equal to the amount of the negative vacation balance.

ARTICLE 13 EMPLOYEE ACCOUNTS

Each employee shall be given an account of his or her sick time and vacation time on a monthly basis.

ARTICLE 14 INSURANCE

A. The Town shall provide for each full-time employee hired prior to July 1, 2005 and his/her enrolled dependents the following insurance options:

1. An employee may elect to participate in the Point of Service (POS) medical plan or one of the offered HealthNet medical plans. 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). The POS medical plan is annexed hereto as AppendixG.

2. An employee 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 F.

3. An employee may elect to participate in the Town's Health Savings Account and High Deductible Health Care Plan (which includes prescription drugs). 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 Town shall make an annual contribution of \$500 for individual and \$1,000 for couple or family coverage to the employee's health saving account.

B. The Town shall provide for each full-time employee hired on or after July 1, 2005 and his/her enrolled dependents the following insurance options:

1. An employee may elect to participate in one of the offered HealthNet plans. 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).

2. An employee may elect to participate in the Town's Health Savings Account and High Deductible Health Care Plan (which includes prescription drugs). 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 Town shall make an annual contribution of \$500 for

individual and \$1,000 for couple or family coverage to the employee's health saving account.

- C. An employee who elects medical coverage, other than the Health Savings Account Medical High Deductible Health Care Plan, shall be enrolled in the prescription drug plan as provided in Appendix H. 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).
- D. If an employee retires after June 30, 1984, with twenty (20) or more years of credited service in the retirement system and elects to continue his/her health insurance coverage of Section A, the Town shall pay an amount not to exceed seven hundred sixty dollars (\$760.00) for the annual premium for individual coverage or an amount not to exceed one thousand nine hundred seventy dollars (\$1,970.00) for the annual premium for family coverage toward the cost of the medical benefits provided by this section. For eligible employees who retire after June 30, 2003 the Town shall pay an amount not to exceed one thousand dollars (\$1,000) for individual coverage and two thousand two hundred dollars (\$2,200) for couple or family coverage. The Town's payment toward the premium shall only be payable during the life of the employee. Once the retired employee becomes Medicare eligible, the Town's contribution shall be reduced to six hundred dollars (\$600.00) and one thousand two hundred dollars (\$1,200.00) respectively.

For any period of time that the retiree is eligible for coverage under some other group health insurance plan (e.g. as a dependent under a spouse's plan or another employee's plan as an employee or dependent) provided that said other plan has the same or better benefits than the existing Town plan, then this provision shall not apply.

- E. The Town shall provide, at no cost to the employee, a thirty thousand dollar (\$30,000.00) term life insurance policy covering natural or accidental death with a double indemnity provision for accidental death, which policy shall continue on the life of the employee in the amount of twenty thousand dollars (\$20,000.00) for two (2) years into retirement.
- F. In addition to the above, 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 two (2) times the employee's annual salary computed to the nearest one thousand dollars (\$1,000.00).
- G. Employees may elect to be enrolled in the Town's dental plan. The dental plan benefits are annexed hereto as Appendix I.

- 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).
- H. Any part-time employee enrolled in the Town's Special Hospital Surgical Plan as of January 1, 2003 may continue to purchase medical insurance offered by the Town by paying the complete cost of such insurance deducted from their bi-weekly pay.
- I. The Town shall provide a Long Term Disability Plan to replace income lost due to total disability for each eligible employee. The plan provisions shall be as follows:
- | | | |
|------------------------|---|----------------------------------|
| Monthly Income Benefit | - | 66 2/3 of basic monthly earnings |
| Maximum Benefit | - | \$3,000/month |
| Waiting Period | - | 1st 90 days of total disability |
- Basic monthly earnings exclude bonuses, overtime pay, shift differential and all other special payments.
- J. Bargaining unit employees shall be eligible to participate in all aspects of the medical and day care provisions of the Town's Flexible Spending Account Plan in accordance with the terms of that Plan. Employees may elect to contribute up to the maximum for health care and childcare as permitted by Internal Revenue Service rules and regulations then in existence.
- K. In the event the Town changes medical plan administrators and if there is a disagreement on the level of benefits, coverage or services provided with the new medical administrator(s) the Association may grieve such disagreement pursuant to Article 23 of the Agreement, except that the size and scope of the in-network providers shall not be arbitrable.

ARTICLE 15 CLOTHING AND SAFETY EQUIPMENT

The Town shall furnish each inspector and sanitarian with a raincoat and overshoes; and for each employee required by the Town to wear safety shoes (including Parking Control Officers), the Town shall pay up to a maximum of one hundred fifty dollars (\$150.00) towards the cost of such shoes per employee per year; and for each employee required by the Town to wear a safety helmet, the Town shall furnish such a helmet; and for each homemaker/health aide the Town shall provide up to two (2) uniforms per year on an as needed basis.

ARTICLE 16
TRANSPORTATION ALLOWANCE

- A. The Town shall reimburse each employee for use of his/her private vehicle on Town business at the rate established by the Internal Revenue Service. Each January, or within thirty (30) days following official promulgation of a change in the IRS rate, the reimbursement rate shall be prospectively adjusted accordingly. There shall be only one such adjustment annually. Each employee shall report his/her mileage on forms and in the manner determined by the department head.
- B. Transportation reimbursement covering the previous month will be paid on or about the 10th of each month.
- C. If the private vehicle of an employee is disabled as the 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, of a substitute vehicle to be used on Town business.
- D. Employees who presently are assigned Town vehicles shall continue to have usage of such vehicles as presently provided as long as they remain in their current title or position. Any future assignment of a Town vehicle to a promoted or transferred employee who previously had been assigned a Town vehicle shall be made as determined by the Town, giving consideration to the requirements of the new position. It is understood that this provision is not intended to modify any rights and obligations pursuant to Sections A through C of this Article.
- E. Any employee who is required by their supervisor to use their personal vehicle for Town business during the workday on a routine and regular basis throughout the fiscal year shall receive a vehicle maintenance allowance of two hundred dollars (\$200.00) in July for the prior fiscal year. Employees who are required to use their personal vehicle for a period of less than the entire fiscal year and new hires shall receive a pro-rated payment. The Town reserves the right to require employees to use a Town-owned vehicle for such purposes. Employees shall not be eligible for the vehicle maintenance allowance for periods when a Town-owned vehicle is available.

ARTICLE 17
RETIREMENT

- A. 1. For eligible employees who are members of the Retirement System of the Town of Greenwich ("Retirement System") for general and library employees, in effect on June 30, 2005, and on file with the Retirement Board, including the amendment to provide vesting after five (5) years, the Retirement System shall remain in effect during the term of this Agreement.

2. 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 2. 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. This paragraph 2 shall become effective July 1, 2005.
3. Notwithstanding any provision of this Agreement to the contrary, an employee hired or re-hired on or after July 1, 2005 shall be ineligible for Retirement System membership; provided, however, an individual who is re-employed on or after July 1, 2005, 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 B through F 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 G of this Article.)
- B. The contribution rate for all employees who are members of the Retirement System shall be 4% of pensionable earnings deducted from the employee's bi-weekly paycheck on a pre-tax basis. Effective July 1, 2003 all newly hired full-time employees shall be required, as a condition of employment, to contribute in the Retirement System and to make the applicable employee contributions for such participation. Each employee shall be furnished a report of his/her contributions to the Retirement System not less often than once in every year.
- C. The retirement allowance of an employee who retires shall be determined by the use of final compensation, including deferred income. Final compensation shall mean the annual earned compensation including deferred income, but excluding overtime, of a member during the one (1) year of creditable service with the Town of Greenwich for which such compensation was the highest.
- D. The Town will grant a survivor benefit for vested (5 years of creditable service) employees who die prior to qualifying for a service or disability retirement.
- E.

Each employee with prior active military service in a branch of the United States Armed Forces shall be given credit as creditable service for purposes of determining his/her retirement allowance for each year of military service that the employee makes an additional contribution to the Town. Said additional contribution shall be the employee's existing rate of contribution times his/her annual salary for each year of military service for which he/she wishes to buy credit. In no event may an employee buy credit for more than four years of service.

A permanent employee with credited service in the Retirement System who leaves Town employment and is subsequently rehired, may be reinstated in the Retirement System with all prior credited service if the break in Town employment is no longer than the total prior service period of the employee with the Town up to the date of withdrawal of accumulated deductions, and, upon the employee restoring to the Retirement System within six (6) months from date of rehire the entire amount of accumulated deductions together with interest up to the date of restoration.

- F. The Town shall make available to members of the Retirement System the option to participate in the "Savings Plan for Employees of the Town of Greenwich" (401-k and 457 via payroll deduction as long as such plan is approved pursuant to applicable Federal or State law, rules and/or regulations pertaining thereto. Effective January 1, 2004 no new 403(b) accounts will be opened for employees. Employees with existing 403(b) accounts may continue to defer compensation to such accounts.

In the month of January of each year, the Town shall match a permanent full-time employee's contribution to his or hers 401-k deferred compensation account for prior calendar year contributions to a maximum of one thousand three hundred dollars (\$1,300.00). The Town will continue to match contributions to 403(b) accounts that were opened prior to January 1, 2004. The Town's match to be made in January 2006 for 2005 employee contributions shall increase to a maximum of \$1,450; in January 2007 for 2006 employee contributions the Town's match shall increase to a maximum of \$1,650 and for January 2008 and each January thereafter for the prior calendar year's contribution the Town's match shall increase to a maximum of \$1,850.

- G. Defined Contribution Retirement Plan: A full-time regular employee covered by this Agreement who is not eligible, pursuant to the terms of paragraph A of this Article, for membership in the Town's Retirement System (a "post-2005 eligible employee"), is eligible to participate in the Town's Defined Contribution Retirement Savings Plan (the "DC Plan") as set forth in this paragraph G.

1. Mandatory participation – Each post-2005 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 be vested 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.
- H. Members of the Retirement System, Participants in the DC Plan and permanent part-time employees may elect to defer compensation to a 457 account.

ARTICLE 18 INJURY LEAVE

- A. Any permanent employee who incurs an injury or illness which is covered under the Connecticut Workman's Compensation Act shall be entitled to injury leave pay equal to the difference between the compensation received under said Act and his/her base rate of pay for the number of days of necessary absence up to a maximum of two (2) months following the date of injury. In the event the absence exceeds two months, the employee may use sick leave to make up the difference in salary between their workers' compensation payments and regular salary.

- B. The Town and the injured employee shall have all the rights and obligations set forth in Section 31-293 of the Connecticut General Statutes, as amended, insofar as applicable.
- C. The Town may, in its discretion, design temporary modified duty assignments for employees who are unable to perform the duties and responsibilities of their position due to a work-related injury or illness and are progressing in their recovery. Such temporary progressive modified assignment may be created by the Town to fulfill its business and operational needs. Employees so assigned shall be paid at their regular rate of pay for all hours worked. Employees who have reached the point of maximum recovery and are unable to perform the duties and responsibilities of their regular position due to a work-related injury or illness may apply for positions in the Town for which they qualify and are capable of performing. Employees who are hired for such positions shall receive the salary and benefits for the new position.

ARTICLE 19 BEREAVEMENT LEAVE

- A. Permanent full time employees are entitled to up to five (5) consecutive working days bereavement leave with pay in the event of the death of a member of the "immediate family" (as defined in Article 11, C of this Agreement) and three (3) consecutive working days bereavement leave with pay in the event of the death of a brother-in-law, sister-in-law, son-in-law, or daughter-in-law. At the discretion of the department head, 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.

Permanent part time employees who have completed twelve (12) consecutive months of work are entitled to one (1) pro rated working day of bereavement leave in the event of the death of a member of the "immediate family" (as defined in Article 11, C of this Agreement).

- B. Bereavement Leave shall not be deducted from accrued leave time and shall not be cumulative.
- C. The actual number of working days taken up to the maximum provided shall be based on actual need for bereavement leave. In no event shall the number of paid bereavement leave days exceed ten (10) days during any twelve-month period.

ARTICLE 20 EXPENSES FOR ATTENDING CONFERENCES/CERTIFICATION

- A. If the Town shall require an employee to attend a conference of two (2) days duration or more, the expenses for which the Town is to reimburse the employee,

the Town shall pay directly such expenses as may be paid in advance and shall advance the employee a reasonable amount for other expenses for which amount he shall account (and make partial refund if appropriate) upon his/her return.

- B. In any instance where, in order to maintain employment, the Town requires an employee to earn any degree, certification or license which was not prerequisite for the position when the individual was hired into the position, or in any instance where renewal of a prerequisite is required, the Town shall reimburse the employee for the tuition and fees necessary for the attainment or re-certification of such degree, certification or license. Such reimbursement shall be dependent upon successful attainment or re-certification of the required degree, certification or license.

ARTICLE 21 PERSONAL LEAVE DAY

Each employee shall have the right to request and obtain up to one (1) day of personal leave in each contract year. Requests shall be made in authorized form for bona fide purposes, (including without limitation, business or personal obligations which cannot be resolved outside regular working hours, religious holidays, and other good causes) and shall be granted in the discretion of the Town where in its opinion the operating efficiency of the employee's department will not be adversely affected. The Town shall administer in a uniform manner granting and denial of requests for personal leave day. At the request of an employee, the Director of Human Resources (or other person designated by the Town to act) shall review and may, in his/her discretion, reverse the denial of a request for a personal leave day. Nothing contained in this Section shall be construed to entitle every employee to one (1) personal day in every contract year.

ARTICLE 22 HEALTH APPOINTMENTS

- A. Employees shall be entitled to reasonable time off with pay for necessary medical appointments (excluding dental appointments) which cannot, with reasonable practicality, be scheduled outside of the normal workday. The granting of such time off shall be at the discretion of the department head and except in the case of an emergency shall require a written application at least three (3) working days in advance. Employees shall attempt to schedule such appointments at either the beginning or end of the workday.
- B. Full-time employees, upon completion of twenty-four (24) consecutive months of employment, shall have a biennial entitlement of up to three hundred dollars (\$300.00) to be used toward vision care including hardware and corrective lenses. Employees may either have the vision care provider bill the Town directly or submit proof of payment to the Town for reimbursement. The Town reserves the sole right without further negotiations with the Association to combine this vision care benefit with the Town's medical plan.

ARTICLE 23
GRIEVANCE PROCEDURE

- A. Should the Association, any employee or group of employees in the bargaining unit feel aggrieved concerning his/her or their wages, hours, or conditions of employment, which wages, hours, or conditions of employment are controlled by this Agreement or by any statute, charter provision, ordinance, rule, regulation, or policy which is not in conflict with this Agreement; or concerning any matter affecting his/her or their health or safety; or concerning any separation from service, suspension, fine, or other disciplinary action, adjustment shall be sought as follows:

Step 1. The grievance shall be submitted in writing to the head of the department or to the Superintendent of Schools, if the grievance arises in the school system. If the grievance arises outside the department in which the employee works, it shall be filed with the head of the department in which it arose. In the case of a grievance covered by Section B of this Article or a grievance involving pay or a salary dispute, the filing shall be with the Director of Human Resources.

The head of the department, Superintendent, or their designee or the Director of Human Resources, as applicable, shall meet with the Association within ten (10) calendar days of receipt of the grievance for the purpose of resolving or adjusting the grievance.

Step 2. If within twenty (20) calendar days after such meeting the grievance is not resolved or adjusted to the satisfaction of the Association, the Association, through its Grievance Committee, may present such grievance in writing to the First Selectman or designee. Within twenty (20) calendar days after the First Selectman receives such written grievance, the First Selectman or designee shall meet with the Grievance Committee for the purpose of resolving or adjusting the grievance and shall answer the grievance in writing within ten (10) calendar days.

Step 3. If the grievance is not resolved at Step 2 and was timely filed pursuant to paragraph C below and involves an alleged violation by the Town of an express provision of this Agreement, the Association may, within ten (10) calendar days of the Step 2 meeting, present such grievance to the Connecticut Board of Mediation and Arbitration pursuant to the procedures of that Board, or by mutual agreement to the American Arbitration Association, pursuant to its rules and procedures. A copy of the filing for arbitration must be provided to the Director of Human Resources at the same time that it is sent to the Association, or the matter shall not be arbitrable. Provided that the arbitrator shall hear and act upon such dispute insofar as he/she is empowered to do so in accordance with Association rules and the terms of this Agreement, the arbitrator's decision shall be final and binding upon all parties. The fees of the American Arbitration Association and the arbitrator shall be shared equally by the parties.

- B. Any grievance alleging a violation of Article 13, 14, 17, 18, 24, 25, or 27 shall be filed initially at Step 1 of the procedure specified in Section A of this Article, to the Director of Human Resources. Within five (5) calendar days of receipt of the written grievance the Director of Human Resources shall meet with the Grievance Committee for the purpose of resolving or adjusting the grievance. If, within (10) calendar days of said meeting, the grievance is not resolved to the satisfaction of the Association, the Association, through its Grievance Committee, may present the written grievance at Step 2 of the procedure specified in Section A.
- C. A grievance that is not resolved at Step 2, may not be submitted to arbitration at Step 3 and shall be deemed waived with no right to arbitration, if the grievance was not initially filed at Step 1 within thirty-five (35) calendar days of the time the employee or the Association knew or should have known of the act, occurrence or event-giving rise to the grievance. If the Town fails to meet within the time limits the Association may submit the grievance at the next step. Days in this Article are understood to mean calendar days exclusive of Saturdays, Sundays and holidays observed by the Town. The time limitations of Section A may be extended by mutual written agreement of the parties at each step. The time limitation of Section B may be extended by mutual written agreement of the First Selectman and the authorized representative of the Association.
- D. Any resolution or adjustment of a grievance at any step of the procedures of this Article prior to Step 3 shall be without precedent or prejudice with respect to any other grievance.
- E. During the period that a grievance is pending concerning separation from service or suspension, the employee shall be entitled to keep his/her insurance as set forth in Article 14 of this Agreement in effect by making payments to the Town of the total amount of the insurance premiums for his/her coverage.
- F. The arbitrator(s) shall have no power to add to, subtract from or in any way change or modify any of the provisions of this Agreement nor to render any decision which conflicts with a law, ruling or regulation binding upon the Town. The arbitrator(s) shall likewise have no power to imply any obligation upon either the Town or the Association which is not specifically set forth in an express provision of this Agreement. Awards may not be retroactive beyond ninety (90) calendar days prior to the service of the grievance at Step 1.
- G. Any employee who is the subject of the grievance may elect to discontinue the grievance procedure by giving notice to the Association and the Town.

ARTICLE 24 APPOINTMENTS

- A. Whenever the Town intends to fill a permanent full-time or part-time vacancy or new position in the bargaining unit, it shall post the opening for at least fourteen (14) calendar days for permanent full-time positions and for seven (7) calendar days for permanent part-time positions, during which time any employee who wishes to be considered must notify the Town according to the posting. Following the closing date for filing applications, the Town shall fill any full-time vacancy or new position in the bargaining unit by first giving preference to an applicant, based on seniority, who is on a re-employment list for the vacant position followed by a transfer of a current employee in the same position who is qualified to fill the position. In the event there is no re-employment list or qualified transfer, the Town shall fill the full-time position from the appropriate employment register of qualified candidates for such position giving preference to qualified bargaining unit employees and if there is no qualified employee of the bargaining unit, in such manner as the Town shall determine. An employee shall not be eligible to receive hiring preference for transfers or promotions if the employee has received a formal written discipline within two (2) years from the closing date of the transfer or promotion posting. An employee whose name appears on an Employment Register and declines two offers of appointment shall have their name removed from such Employment Register and shall not be eligible for appointment during the life of such Employment Register. In the event an employee's name is removed from the Employment Register such employee shall not be precluded from participating in future examinations for such position.
- B. Should an existing position be reclassified by the Town, the Town shall follow the procedures as provided in Article 4, paragraph B. If the position being reclassified is not vacant, the employee in the office whose position is being reclassified shall be given first opportunity for the reclassification, provided said employee meets the minimum qualifications for the reclassified position and can pass an examination the Town has determined to be appropriate to the position.
- C. The Town may fill any vacancy, new position or reclassified position in the bargaining unit by a temporary full-time appointment. Such temporary full-time appointment shall not exceed a six- (6) month period. Whenever practical, the Town shall make such temporary full-time appointment by the temporary transfer of a current employee of the unit who is already filling a position in the same classification in the same or another Town Department. In the event there is no such person available, then by the temporary promotion of a current employee of the bargaining unit who is qualified to perform the duties of the higher class on a temporary basis.
- D. Any employee transferred pursuant to this Article shall complete a three- (3) month trial period. Any employee promoted pursuant to this Article shall complete a six- (6) month trial period. Employees transferred or promoted whose performance during the trial period is determined to be unsatisfactory shall be returned to their former position or to the position held by the least senior

employee in their title when their former position no longer exists. In the event an employee is returned to their former position or title pursuant to this section, the only grounds an employee may have to grieve such action shall be a claim that the action is illegal, arbitrary or discriminatory.

- E. Newly hired employees shall serve a six- (6) month probationary period and shall have no right to grieve any discipline or discharge during such probationary period. . The probationary period may be extended an additional three (3) months to nine (9) months at the written request of the department head provided the employee and the Association both agree in writing to such extension.
- F. During the period of suspension of any employee, or during the period a grievance is pending concerning separation from service, or demotion, the Town may fill the vacancy created only by a temporary appointment.
- G. To meet the requirements of an emergency condition which threatens life, property, or the general welfare of the Town, the Town may employ such persons as may be needed for the limited term of the emergency without regard to the regulations as to appointments in this Article.
- H. In the event job classification surveys are made by questionnaire, each employee may review his/her own questionnaire and the official comments made by the department head and the member of the survey team.
- I. 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.
- J. Except as provided for in B and C, no employee may be transferred without one week's prior notice.
- K. The Town shall notify the Association in writing, prior to the effective date, of the reclassification of a bargaining unit employee to a classification not covered by the bargaining unit.

ARTICLE 25 DEDUCTION OF ASSOCIATION DUES

- A. The Association shall notify the Town in writing of the amount of Association dues and service fees to be deducted from earnings of bargaining unit employees. The Town shall deduct, from the bi-weekly wages of employees, regular Association dues for those employees who sign authorization cards permitting such deduction, and a service fee for those employees who decline to sign such an authorization card. The Town shall remit to the Association monthly the amount of the dues so deducted, provided however no such deduction shall be made from any employee's wages, except when authorized by the employee on an

appropriate form, a copy of which must be submitted to the Town. Such authorization shall be for the life of the agreement and shall be continued thereafter if an agreement exists between the Town and the Association. For those employees who do not elect to become members of the Association by signing said authorization and for probationary employees from the date of employment, the Town shall deduct a service fee (not to exceed membership dues). Said service fee is solely for the purpose of administering and negotiating the labor agreement and any individual paying said fee shall have the right to object and the Association shall have the obligation to justify said fee pursuant to the procedures outlined in Appendix B.

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

ARTICLE 26 MAINTENANCE OF BENEFITS

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

ARTICLE 27 LAYOFF AND RE-EMPLOYMENT

- A. Layoff shall be defined, for the purpose of this Article, as a termination of a permanent full-time or permanent part-time employee resulting from the elimination of the employee's position by the Town or being displaced by an employee whose position was eliminated. The Town shall notify the Association of any intended layoffs as soon as possible prior to notification to any affected employees. An employee subject to layoff, shall receive written notice of such layoff no less than thirty (30) days prior to the effective date of such layoff. A copy of such notice shall be sent to the Association. For the purposes of this Article, a permanent part time employee shall be deemed subject to a layoff if such employee's regularly scheduled hours are reduced to an extent causing the employee to become an unrepresented part-time employee and therefore no longer covered by the terms of the collective bargaining agreement.

In the event the Town eliminates a full time position, full time temporary followed by full time probationary employees in the affected title in that department shall be laid off prior to any permanent full time employee occupying such title in that department. In the event it becomes necessary to lay off a permanent full time employee, such layoff shall be affected in reverse order of Town-wide seniority of the permanent full time employees in the affected title in that department. A permanent full time twelve month employee who is laid off may elect to displace in Town government, either the least senior full time twelve month employee in that title, the least senior ten month employee in that title, the least senior part time twelve month employee in that title, or the least senior part time ten month employee in that title. A permanent full time ten month employee who is laid off may elect to displace in Town government either the least senior ten month employee in that title or the least senior employee occupying a part time ten month position in that title.

In the event the Town eliminates a part time position, where the incumbent is permanent part time covered by the Collective Bargaining Agreement, any part time employee not covered by the Collective Bargaining Agreement, followed by any part time probationary employee in the affected title in that department, shall be laid off prior to any permanent part time employee occupying such title in that department. In the event it becomes necessary to lay off a permanent part time employee, such layoff shall be affected in reverse order of Town-wide seniority of the permanent part time employees in the affected title in that department. A permanent part time employee who is laid off may elect to displace the least senior part time employee in that title in the Town government.

- B. A permanent twelve-month full time employee who is laid off or accepts a ten-month or part time position shall be placed on a re-employment list for the twelve-month full time title from which they were laid off. A permanent ten-month full time or part time employee who is laid off or accepts a part time position or a position not covered by the Collective Bargaining Agreement shall be placed on a re-employment list for the ten-month full time or part time title from which they were laid off. A copy of a current re-employment list or similar notice sent to an employee shall be sent to the Association. The appropriate re-employment list shall remain in effect for a twenty-four (24) month period from the date of the layoff or reduction in hours and shall be used to fill vacancies in such title or in a comparable position prior to hiring from an employment register. Offers of re-employment shall be made in writing by the Town on a seniority basis among the individuals on the re-employment list. An individual who declines an appointment or fails to respond to an offer of re-employment within seven (7) days of the receipt of such offer shall be removed from the re-employment list.

An employee, who has been notified of a layoff, may test for positions for which the Town deems him/her to be qualified, notwithstanding the close of the application filing period but prior to the establishment of an employment register.

It shall be the employee's responsibility to become aware of examination announcements and submit a complete and timely application for such position(s). An employee on a re-employment list shall be considered for any temporary work that may be available within his or her former department for which he or she is qualified to perform prior to hiring a temporary employee.

C. For the purpose of this provision, a position is "comparable" to the one the employee held prior to layoff provided:

1. If the employee was full time, the proposed position is full time and at no reduction in salary.
2. If the employee was in a twelve-month position, the proposed position is a twelve-month position; and if the employee was in a ten-month position, the proposed position is a ten-month position.
3. If the employee was part time, the proposed position is at no reduction in the hourly rate of pay and is at the same benefit level under Article 3, Section C.

D. For purposes of this Article, seniority shall be defined as follows:

For regular full time employees:

(i) All Town service as a regular full time employee including any prior service as a regular full time employee providing there was no break in service with the Town, and

(ii) Any prior Town Service as a regular full time employee where the break in Town service is less than the employee's total Town service as a regular full time employee.

For regular part time employees:

(i) All Town service as a regular part time employee including any prior service as a regular part time employee providing there was no break in service with the Town, and

(ii) All prior Town Service as a regular part time employee where the break in Town service is less than the employee's total Town service as a regular part time employee.

Periods of unpaid leave in excess of seven (7) calendar days shall be excluded in calculating an employee's seniority.

ARTICLE 28

MISCELLANEOUS

- A. Nothing contained in this Agreement shall reduce by implication any management right or prerogative, and the Town shall retain all such rights and prerogatives, except as abridged or modified by an express provision of this Agreement, applicable statutes or ordinances or the Town's Personnel Policy Manual as may be amended by the Town from time to time.
- B. Any party may act by means of an authorized representative.
- C. The Association hereby agrees to cooperate fully in any and all efforts by the Town to improve service to the public via improved and more efficient and/or effective methods of operation. It is further agreed that the cooperation of all employees is necessary and that the Association shall encourage such cooperation towards achievement of increased and improved productivity; towards effective use of manpower and equipment; and towards improved methods of operation. This pledge of cooperation is made in the interests of providing the citizens of Greenwich with the best and most cost effective government services possible.
- D. Should any part of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 29SUBSTANCE ABUSE TESTING

The Town's "Substance Abuse Policy" Section 417.0 of the "Personnel Policy Manual" is made part of this Agreement and shall apply provided the employee is at risk of disciplinary or other adverse action or manifests performance problems. Such policy shall not apply in the event an employee on a voluntary basis self refers.

ARTICLE 30 EMPLOYEE EVALUATIONS

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

- A. The performance review evaluation form used by the Town shall include a section for the employee to respond to the evaluation.
- B. The performance review process shall include a meeting between the employee being evaluated and the supervisor performing the evaluation for the purpose of discussing the employee's evaluation.
- C. Employees shall be given a copy of their performance evaluation review.

ARTICLE 31
COMPLIANCE WITH FMLA AND ADA

The parties agree that the Town may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA) in order to be in compliance with such Acts.

ARTICLE 32
EFFECTIVE DATE, RETROACTIVITY AND DURATION

- A. The provisions of this Agreement shall become effective on July 1, 2005 except as other effective dates are specifically set forth herein. Any provisions of this Agreement which are expressly designated as 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 is signed by both parties.
- B. The term of this Agreement shall be for a four-year period commencing July 1, 2005 and terminating on June 30, 2009, except as other effective dates are expressly set forth herein. All matters subject to collective bargaining between the parties have been covered in this Agreement, and neither this Agreement nor any part of it may be opened prior to its expiration date for changes in its terms, or addition of new subject matter, except by consent of both parties, and as provided in this Agreement, and except that in the event that a new classification is added to the bargaining unit then this Agreement may be reopened by either party as to wages, hours, or other working conditions pertaining to such new classification only.
- C. The Association shall submit to the Town in writing no later than November 1, 2008, its proposals for renewal or modification of this Agreement. No more than thirty (30) calendar days after the receipt of such proposals the parties will enter into negotiations.

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

GREENWICH MUNICIPAL
EMPLOYEES ASSOCIATION

TOWN OF GREENWICH

By _____
Rosalie Mastropaolo
President

By _____
James Lash
First Selectman

Date Signed

By _____
Cary Fleisher
Attorney

Date Signed

Date Signed

By _____
Alfred C. Cava
Director of Labor Relations

Date Signed

APPENDIX A INDIVIDUAL GROUP PROVISIONS

A. Employees of Greenwich Libraries:

1. For each full-time employee of the libraries, the standard workweek shall be thirty-five (35) hours, Monday through Saturday.
2. All work performed on Sunday shall be compensated at one and one-half (1 1/2) times the regular rate.
2. All work performed on regularly scheduled holidays shall be compensated at two and one-half (2 1/2) times the regular rate, which pay shall include holiday pay.

B. Parks and Recreation Department:

The standard workweek for ferry captains and golf course employees shall not be limited to thirty-five (35) hours per week, but shall be the number of hours required properly to perform the assignment; provided, however, that the employees shall be entitled to compensatory time off (as selected by the employee and approved by the department head subject to the reasonable needs of the department) for all hours worked in excess of thirty-five (35) hours per week.

APPENDIX B

SERVICE FEES

Any employee making service fee payments to the Association in lieu of dues under Article 25 of this Agreement, shall have the right to object to the expenditure of his/her portion of any part of the service fee deduction which represents the employees' pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to the terms and conditions of employment.

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

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

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

APPENDIX C

SALARY GROUP ALLOCATION Effective July 1, 2005

LEVEL CLASSIFICATION

W-A	Accounts Payable Coordinator	W-C	Senior Public Safety Dispatcher
W-A	Assistant to the Health Director	W-C	Technical Administrative Assistant
W-A	Assistant Town Clerk	W-D	Accounting Clerk III
W-A	Building Construction Inspector	W-D	Administrative Accounting Clerk
W-A	Building Electrical Inspector	W-D	Administrative Clinical Clerk
W-A	Building Plumbing Inspector	W-D	Administrative Staff Assistant IV
W-A	Business Operations Supervisor	W-D	Clerk Starter
W-A	Environmental Hygienist		
W-A	Instructional Technology Supervisor	W-D	Legal Secretary I
W-A	Legal Office Supervisor	W-D	Medical Information Technician
W-A	Real Estate Appraiser	W-D	Payroll Processor
W-A	Risk Management Technician	W-D	Public Safety Dispatcher
W-A	Traffic Operations Supervisor	W-D	Reproduction Center Operator
W-A	Zoning Inspector	W-D	Traffic Assistant
W-B	Administrative Assistant II	W-D	Traffic Signal Assistant
W-B	Contracts Coordinator	W-E	Accounting Clerk II (Includes Sr. Center Finance Clerk)
W-B	Electronics Technician	W-E	Administrative Staff Assistant III
W-B	Employee Benefits Technician	W-E	Assistant Registrar of Vital Statistics
W-B	Engineering Inspector	FS-2	Cook II
W-B	Engineering Technician	FS-2	Head Cashier
W-B	Environmental Technician	W-E	Media Assistant
W-B	Payroll Processing Coordinator	W-E	Parking Enforcement Officer
W-A	Personal Property Appraiser	W-E	Senior Center Programmer
W-B	Physical Therapy Assistant	W-E	Staff Assistant to Selectman (New title)
W-B	Public Health Dental Hygienist	W-E	Supervising Homemaker
W-B	Student Center Proctor	W-F	Accounting Clerk I
W-B	Production Technician, Theatre	W-F	Administrative Staff Assistant II
W-C	Accounting Clerk IV	FS-3	Cook I
W-C	Administrative Assistant I	W-F	Duplicating Machine Operator
W-C	Animal Control Officer	W-F	Library Clerk
W-C	Assessment Technician	W-F	Rehabilitation Aide
W-B	Assessor Staff Assistant	W-F	Weighmaster
W-C	Children's Program Assistant	W-G	Administrative Staff Assistant I
W-C	Environmental Services Coordinator	W-G	Data Entry Operator
W-C	Ferry Captain	W-G	Environmental Aide
W-C	Fleet Operations Assistant	W-G	Homemaker/Home Health Aide
FS-1	Food Production Coordinator	W-G	Media Aide
W-C	Land Use Technician	W-G	Recreation Aide
W-C	Library Technical Assistant	W-G	Scale Clerk
W-C	Media Technical Administrative Assistant	W-G	Social Service Aide
W-C	Media Technical Assistant	W-G	Student Personal Aide
W-C	Property and Evidence Clerk	W-G	Switchboard Operator/Receptionist
W-C	Reproduction Center Manager	W-G	Welcome Center Aide
W-C	Senior Center Program Coordinator	FS-4	Food Service Worker
W-C	Staffing Administrative Assistant		

A

APPENDIX D SALARY SCHEUDLE

Salary Grade	Steps	July 1, 2005	July 1, 2006	July 1, 2007	July 1, 2008
A	1	\$49,758	\$51,375	\$53,045	\$54,636
	2	\$52,127	\$53,821	\$55,570	\$57,237
	3	\$54,496	\$56,268	\$58,096	\$59,839
	4	\$56,866	\$58,714	\$60,622	\$62,441
	5	\$59,236	\$61,161	\$63,148	\$65,043
	6	\$61,605	\$63,607	\$65,675	\$67,645
	7	\$63,975	\$66,054	\$68,201	\$70,247
	8	\$66,344	\$68,501	\$70,727	\$72,849
	9	\$68,713	\$70,946	\$73,252	\$75,449
B	1	\$44,398	\$45,840	\$47,330	\$48,750
	2	\$46,512	\$48,024	\$49,584	\$51,072
	3	\$48,627	\$50,207	\$51,839	\$53,394
	4	\$50,740	\$52,389	\$54,092	\$55,715
	5	\$52,855	\$54,572	\$56,346	\$58,036
	6	\$54,969	\$56,756	\$58,600	\$60,358
	7	\$57,083	\$58,938	\$60,853	\$62,679
	8	\$59,197	\$61,121	\$63,108	\$65,001
	9	\$61,312	\$63,305	\$65,362	\$67,323
C	1	\$39,842	\$41,137	\$42,474	\$43,748
	2	\$41,739	\$43,095	\$44,496	\$45,831
	3	\$43,637	\$45,055	\$46,519	\$47,915
	4	\$45,533	\$47,013	\$48,541	\$49,997
	5	\$47,431	\$48,972	\$50,564	\$52,081
	6	\$49,329	\$50,932	\$52,587	\$54,165
	7	\$51,225	\$52,890	\$54,609	\$56,247
	8	\$53,123	\$54,850	\$56,632	\$58,331
	9	\$55,020	\$56,808	\$58,654	\$60,414
D	1	\$35,911	\$37,079	\$38,284	\$39,432
	2	\$37,621	\$38,844	\$40,106	\$41,310
	3	\$39,332	\$40,610	\$41,930	\$43,188
	4	\$41,042	\$42,376	\$43,753	\$45,066
	5	\$42,752	\$44,141	\$45,576	\$46,943
	6	\$44,462	\$45,907	\$47,398	\$48,820
	7	\$46,171	\$47,672	\$49,221	\$50,698
	8	\$47,882	\$49,438	\$51,045	\$52,576
	9	\$49,592	\$51,204	\$52,868	\$54,454

Quartiles not shown

APPENDIX D, continued
SALARY SCHEUDLE

Salary Grade	Steps	July 1, 2005	July 1, 2006	July 1, 2007	July 1, 2008
E	1	\$32,517	\$33,573	\$34,664	\$35,704
	2	\$34,065	\$35,172	\$36,315	\$37,405
	3	\$35,614	\$36,771	\$37,967	\$39,106
	4	\$37,162	\$38,369	\$39,617	\$40,805
	5	\$38,710	\$39,969	\$41,268	\$42,506
	6	\$40,259	\$41,568	\$42,919	\$44,206
	7	\$41,807	\$43,166	\$44,569	\$45,906
	8	\$43,356	\$44,765	\$46,220	\$47,606
	9	\$44,904	\$46,364	\$47,871	\$49,307
F	1	\$29,480	\$30,438	\$31,427	\$32,370
	2	\$30,883	\$31,887	\$32,923	\$33,911
	3	\$32,287	\$33,337	\$34,420	\$35,453
	4	\$33,690	\$34,785	\$35,916	\$36,993
	5	\$35,095	\$36,235	\$37,413	\$38,535
	6	\$36,499	\$37,685	\$38,910	\$40,077
	7	\$37,902	\$39,134	\$40,406	\$41,618
	8	\$39,306	\$40,584	\$41,903	\$43,160
	9	\$40,709	\$42,032	\$43,399	\$44,700
G	1	\$26,978	\$27,855	\$28,760	\$29,623
	2	\$28,263	\$29,181	\$30,130	\$31,033
	3	\$29,548	\$30,508	\$31,500	\$32,445
	4	\$30,833	\$31,835	\$32,869	\$33,855
	5	\$32,117	\$33,161	\$34,238	\$35,266
	6	\$33,401	\$34,487	\$35,608	\$36,676
	7	\$34,686	\$35,813	\$36,977	\$38,086
	8	\$35,971	\$37,140	\$38,347	\$39,498
	9	\$37,256	\$38,467	\$39,717	\$40,908
H	1	\$24,656	\$25,457	\$26,285	\$27,073
	2	\$25,830	\$26,670	\$27,536	\$28,362
	3	\$27,004	\$27,882	\$28,788	\$29,651
	4	\$28,178	\$29,094	\$30,039	\$30,940
	5	\$29,352	\$30,306	\$31,291	\$32,230
	6	\$30,526	\$31,518	\$32,542	\$33,519
	7	\$31,700	\$32,730	\$33,794	\$34,808
	8	\$32,874	\$33,942	\$35,045	\$36,097
	9	\$34,048	\$35,154	\$36,297	\$37,386

Quartiles not shown

APPENDIX E

BOARD OF EDUCATIONFOOD SERVICE EMPLOYEES SALARY SCHEDULE



Classifications	Salary		July 1, 2005	July 1, 2006	July 1, 2007	July 1, 2008
	Grade	Step				
Food Production Coordinator	1	1	\$36,567	\$37,755	\$38,983	\$40,152
		2	\$39,388	\$40,668	\$41,990	\$43,249
		3	\$42,210	\$43,581	\$44,998	\$46,348
		4	\$45,027	\$46,491	\$48,002	\$49,442
		5	\$47,846	\$49,401	\$51,007	\$52,537
Cook II Head Cashier	2	1	\$29,539	\$30,499	\$31,490	\$32,435
		2	\$31,470	\$32,492	\$33,548	\$34,555
		3	\$33,404	\$34,490	\$35,611	\$36,679
		4	\$35,336	\$36,485	\$37,670	\$38,801
		5	\$37,274	\$38,486	\$39,736	\$40,929
Cook I	3	1	\$28,131	\$29,046	\$29,990	\$30,889
		2	\$29,971	\$30,945	\$31,951	\$32,910
		3	\$31,813	\$32,847	\$33,915	\$34,932
		4	\$33,653	\$34,747	\$35,876	\$36,953
		5	\$35,499	\$36,653	\$37,844	\$38,980
Food Service Worker	4	1	\$25,131	\$25,948	\$26,791	\$27,595
		2	\$25,883	\$26,724	\$27,592	\$28,420
		3	\$26,630	\$27,496	\$28,389	\$29,241
		4	\$27,379	\$28,269	\$29,187	\$30,063
		5	\$28,127	\$29,042	\$29,985	\$30,885

Quartiles not shown

APPENDIX F

Town of Greenwich & GMEA

PPO Plan

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

Benefits	<i>Anthem HealthCare Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Dependent Children</i>	Children covered to age 19, full time 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	No charge after \$10 per visit copay	80% after deductible
Allergy Injections	No charge	80% after deductible
<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)	No charge	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	80% after deductible

<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	80% after deductible
Outpatient Facility	No charge	80% after deductible
<i>Inpatient Hospital – Facility Services</i> Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Semi-private room	Limited to the semi-private negotiated rate	Limited to semi-private rate
Private room	Limited to the semi-private negotiated rate	Limited to semi-private rate (Unless medically necessary or Hospital does not have semi-private rooms)
Intensive Care Unit	Limited to the negotiated rate	Limited to the ICU daily rate
<i>Inpatient Hospital Doctor's Visits/Consultations</i>	No charge	80% after deductible
<i>Inpatient Hospital Professional Services</i> Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
<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
<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 Outpatient Setting	No Charge No Charge	80% after deductible 80% after deductible

<i>Abortion</i>		
Inpatient Facility	No charge	80% after deductible
Outpatient Surgical Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<i>Family Planning</i>		
Office Visits including Tests and Counseling	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a separate facility	80% after deductible
Surgical sterilization procedures for Vasectomy/Tubal Ligation (<i>excludes reversals</i>)		
Inpatient Facility	No charge	80% after deductible
Outpatient Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<i>Maternity</i>		
Initial visit to determine pregnancy	No charge after \$10 per visit copay	80% after deductible
All subsequent Prenatal visits, Postnatal visits and Delivery	No charge	80% after deductible
Hospital	No charge	80% after deductible
Covered in full subject to Pre-Admission Certification/Continued Stay Review		
Birthing Center	No charge	80% after deductible
<i>Infertility Treatment (Including Artificial Insemination, In-vitro Fertilization, GIFT, ZIFT) (\$25,000 per Lifetime)</i>		
Doctor's Office Visit	No charge after \$10 per visit copay	80% after deductible
Inpatient Facility	No charge	80% after deductible
Covered in full subject to Pre-Admission Certification/Continued Stay Review		
Physician's Services	No charge	80% after deductible
<i>Organ Transplants</i>		
Includes all medically appropriate, Non-experimental transplants		
Inpatient Facility	No charge	80% after deductible
Covered in full subject to Pre-Admission Certification/Continued Stay Review		

(Includes Travel Benefit for Lifesource Facilities only)		
Physician's Services	No charge	80% after deductible
Durable Medical Equipment	No charge	80% after deductible
External Prosthetic Appliances	No charge	80% after deductible
Hearing Aids	No charge up to \$500 and \$1,000 for children up to age 12 one every 24 months	
Mental Health (Includes Metabolic Disorders) Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review Outpatient	No charge No charge after \$10 per visit copay	80% after deductible 80% after deductible
Alcohol and Drug Abuse Rehabilitation Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review Outpatient	No charge No charge after \$10 per visit copay	80% after deductible 80% after deductible
Temporomandibular Joint Syndrome (TMJ) (Appliances Only – remainder of charges covered under dental)	No charge	80% after deductible
Prescription Drugs	PROVIDED BY CAREMARK	
Medical/Health Information	MyHealth@Anthem.com	
Pre-Admission Certification – Continued Stay Review	Inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review (PAC/CSR) \$400 Penalty for non-compliance. To pre-certify, call 1-800233-4947	
Case Management – Voluntary Program	This is a service designed to provide assistance to a patient who is at risk of developing medical complications or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain balance between quality and cost effective care while a maximizing the patient's quality of life. 1-800-233-4947	

Specific Covered Benefits:

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

1. Reconstruction of the breast on which a mastectomy has been performed;

2. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. Prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedema.

Benefit Exclusions *(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.

Benefits are insured and/or administered by y. Anthem Blue Cross Blue Shield of Connecticut.

APPENDIX G

TOWN OF GREENWICH POINT OF SERVICE (POS) PLAN DESIGN

BENEFITS	IN-NETWORK ¹	OUT-OF-NETWORK ²
FINANCIAL		
Deductible:	None	\$250 per person, \$700 Family
Maximum Out-of-Pocket Cost: (does not include charges in excess of allowed amount or non-covered benefits)	None	\$900 per person, \$2,100 Family
Maximum Lifetime Benefit Per Member	Unlimited	\$1,000,000
Coinsurance Level	N/A	80% after deductible (subject to Reasonable and Customary limit)
PREVENTIVE CARE		
Routine and Preventative Care: (Including immunizations and Lymerix vaccinations, physical examinations, and vision examinations.)	\$10 co-pay	80% after deductible
Routine Hearing Exams:	\$10 co-pay	80% after deductible
Routine Mammograms:	\$10 co-pay	80% after deductible
Well Woman Care, including Pap Test	\$10 co-pay	80% after deductible
PHYSICIAN OFFICE VISITS		
Primary Care Physician	\$15 co-pay	80% after deductible
Specialist	\$15 co-pay	80% after deductible
INDEPENDENT LAB AND X-RAY SERVICES		

BENEFITS	IN-NETWORK ¹	OUT-OF-NETWORK ²
Doctor's Office:	Included in \$15 Co-payment if performed and billed by treating physician.	80% after deductible
Lab and X-Ray Facility:	No Cost	80% after deductible
Hospital Outpatient:	No Cost	80% after deductible

MATERNITY CARE		
Initial Visit to Determine Pregnancy:	\$15 Co-payment per visit	80% after deductible
All Subsequent Prenatal/Postnatal Visits:	No Cost	80% after deductible
Hospital/Birthing Center:	No Cost	80% after deductible
FAMILY PLANNING*/INFERTILITY TREATMENT		
Office Visit (includes all tests billed by provider and counseling):	\$15 Co-payment per Visit	80% after deductible
Physicians Services (Other than Above):	No Cost	80% after deductible
Abortion (Non-Elective Only)	No Cost	80% after deductible
• Inpatient Facility:	No Cost	80% after deductible
• Outpatient Facility:	No Cost	80% after deductible
• Physicians Services:	No Cost	80% after deductible
OUTPATIENT CARE		
Pre-Admission Testing:		
• Office Visit:	No Cost	80% after deductible
• Outpatient Facility:	No Cost	80% after deductible
Professional Services:		
• Anesthesiologist, Radiologist, Pathologist	No Cost	80% after deductible
• Surgeon	No Cost	80% after deductible
• Assistant Surgeon or Co-Surgeon	No Cost	80% after deductible
• Physician Visit –Other than Office Visit	No Cost	80% after deductible
Surgical Facility Services		
• Outpatient Surgery: (includes all related charges)	No Cost	80% after deductible

INPATIENT CARE		
Room and Board**:	No Cost	80% after deductible
Intensive Care Unit	No Cost	80% after deductible
Other Inpatient Care:	No Cost	80% after deductible
Professional Services:		
• Anesthesiologist, Radiologist, Pathologist	No Cost	80% after deductible
• Surgeon	No Cost	80% after deductible
• Assistant Surgeon or Co-Surgeon	No Cost	80% after deductible
• Physician Visit:	No Cost	80% after deductible
MENTAL HEALTH CARE		
Outpatient Mental Health Care: (Includes Metabolic Disorders)	\$15 Co-payment Per Visit	80% after deductible
Inpatient Mental Health Care: (Includes partial hospitalization and Metabolic Disorders)	No Cost	80% after deductible
DRUG/ALCOHOL ADDICTION		
Inpatient (includes partial hospitalization):	No Cost	80% after deductible
Outpatient:	\$15 Co-payment Per Visit	80% after deductible
HOME HEALTH OR HOSPICE CARE		
Home Health:	No Cost	80% after deductible
Inpatient Hospice Care:	No Cost	80% after deductible
OTHER SERVICES		
Second Opinion: (Includes all billed charges by Physician)	\$15 Co-payment	80% after deductible
Skilled Nursing Facility: (Limited to 120 days per calendar year)	No Cost	80% after deductible
Outpatient Private Duty Nursing:	No Cost	80% after deductible

Durable Medical Equipment:	No Cost	80% after deductible
External Prosthetic Appliances:	No Cost	80% after deductible
Routine Vision Exams: (Limited to once each in every 24 months)	No Cost	Not covered
Hearing Aids:	Not covered	Not covered
Organ Transplants		
• LifeSource Facility:	No Cost	n/a
• Non-LifeSource Facility:	No Cost	Not covered

EMERGENCY CARE		
Not Life Threatening:		
• At Physician's Office	\$15 Co-payment Per Visit	80% after deductible
• Urgent Care at an Urgent Care Center	\$15 Co-payment Per Visit	80% after deductible
• Emergency Room or Outpatient Facility (includes all related charges):	\$50 Co-payment Per Visit (waived if admitted)	80% after deductible
• Ambulance:	No Cost	80% after deductible
Life Threatening:		
• At Physician's Office	\$15 Co-payment Per Visit	100% after \$15 Co-payment
• Urgent Care at an Urgent Care Center	\$15 Co-payment Per Visit	100% after \$15 Co-payment
• Emergency Room	\$50 Co-payment Per Visit	100% after \$50 Co-payment
• Ambulance:	No Cost	No Cost

NOTES:

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

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

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

Conditions and Limitations

You are covered for emergencies anywhere in the world. If the situation is life threatening, go straight to the nearest hospital's emergency room or call 911. If at all possible, try to reach your primary care physician. Please be sure it is a true emergency. Many people go to the emergency room for things like colds, sore throats, coughs and routine fevers because it is convenient. While none of these problems constitutes an emergency, you are covered for all of them through a visit to your physician's office. You will be responsible for any emergency room charges when it is not an emergency.

Out of Network Benefits

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

General Exclusions

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

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

APPENDIX H

TOWN OF GREENWICH AND GMEA

PRESCRIPTION DRUG PLAN

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

APPENDIX I

DENTAL INSURANCE PLAN

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

APPENDIX J

SUMMARY OF BENEFITS FOR PART TIME EMPLOYEES

The Collective Bargaining Agreement provides for certain benefits for permanent part time employees covered by the agreement. Article 4 (C) of the agreement specifies the benefits that apply to such part time employees as follows: . “Permanent part-time employees shall receive only the benefits of Articles 5 (A); 10 (D); 11 (A); 12 (C); 14 (F); 19 (A) and 24 (A) of this Agreement.” These articles are re-printed on this Appendix K as a reference for part time employees.

ARTICLE 5 WAGES

- A. Permanent full-time and permanent part-time employees, except employees assigned to the Food Service Division of the Board of Education, shall be paid at the appropriate rate per year as specified in Appendix D . Permanent full-time and part-time employees assigned to the Food Service Division of the Board of Education shall be paid at the appropriate rate per year as specified in Appendix E.

ARTICLE 10 HOLIDAYS

- A. The following shall be observed as paid holidays:

New Year's Day, January 1	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, December 25

- D. Permanent, part time employees shall be entitled to the holidays of this Article and shall receive as holiday pay an amount prorated on the basis of the average fraction of the standard workweek worked during the past fiscal year.

ARTICLE 11 SICK LEAVE

- A. 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 one and one-half (1 1/2) days per month. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days. A permanent full time employee, following the completion of his/her probationary period shall earn, retroactive to their date of hire, one (1) sick day per month of work. A

permanent full time employee following the completion of his/her ninth (9th) year of continuous work shall earn two (2) sick days per month of work. A permanent part time employee who has completed twelve (12) consecutive months of service shall become eligible to earn sick leave at the rate of one (1) day per month. The sick leave payment to be received by a part time employee is based on the number of part time hours the employee was scheduled to work. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

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

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

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

2. Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family, which requires the employee's personal care and attendance

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

Any use of this section relating to an illness of a person other than the employee shall be limited to a maximum of five (5) days per illness, except as otherwise provided by law. Said five (5) days may, at the discretion of the employee's department head with appeal to the Human Resources Director, be increased to the extent that the employee has accumulated sick leave. If the Town has reasonable grounds to believe sick leave is being abused, the Town may, at its discretion, require any employee requesting sick leave, or leave without pay when sick leave is exhausted, to furnish a statement from their attending physician certifying that absence from work was necessary due to the employee contracting a non-service connected illness or disability which renders them unable to perform the duties of their position. Employees may be disciplined for sick leave abuse or for failure to adhere to the requirements of this section.

E. In the event that an employee is entitled to sick leave pursuant to Article 11, C, but does not have earned sick leave available, the employee may borrow from his/her accrued, unused vacation leave as of the time sick leave is taken, to a maximum of ten (10) days. The vacation leave so used shall subsequently be repaid by subsequent sick leave earned at the applicable rate.

ARTICLE 12 VACATION

- C. Permanent part-time twelve-month employees, after completing one (1) year of continuous service with the Town, shall be entitled to receive five (5) pro-rated working days vacation leave with pay each fiscal year. Permanent part-time ten-month employees after completing one (1) year of continuous service with the Town, shall be entitled to receive four (4) pro-rated working days vacation leave with pay each fiscal year. Permanent part-time twelve-month employees shall be granted, after the completion of three (3) years of continuous service with the Town, ten (10) working days vacation leave with pay each fiscal year. . Permanent part-time ten-month employees after completing three (3) years of continuous service with the Town shall be entitled to receive eight (8) pro-rated working days vacation leave with pay each fiscal year. Such vacation leave shall be granted under the same conditions as regular full-time employees, with the pay for the vacation leave to be prorated on the basis of the average fraction of the standard workweek worked by such employee during the past fiscal year. Permanent part-time twelve (12) month employees, with the approval of the department head, may carryover from one fiscal year to the next, up to ten (10) days of unused vacation leave.

ARTICLE 14 INSURANCE

- Any part-time employee enrolled in the Town's Special Hospital Surgical Plan as of January 1, 2003 may continue to purchase medical insurance offered by the Town by paying the complete cost of such insurance deducted from their bi-weekly pay.

ARTICLE 19 BEREAVEMENT LEAVE

Permanent part time employees who have completed twelve (12) consecutive months of work are entitled to one (1) pro rated working day of bereavement leave in the event of the death of a member of the "immediate family" (as defined in Article 11, C of this Agreement).

ARTICLE 17 RETIREMENT

- H. Members of the Retirement System, Participants in the DC Plan and permanent part-time employees may elect to defer compensation to a 457 account.

ARTICLE 24 APPOINTMENTS

- A. Whenever the Town intends to fill a permanent full-time or part-time vacancy or new position in the bargaining unit, it shall post the opening for at least fourteen (14) calendar

days for permanent full-time positions and for seven (7) calendar days for permanent part-time positions, during which time any employee who wishes to be considered must notify the Town according to the posting. Following the closing date for filing applications, the Town shall fill any full-time vacancy or new position in the bargaining unit by first giving preference to an applicant, based on seniority, who is on a re-employment list for the vacant position followed by a transfer of a current employee in the same position who is qualified to fill the position. In the event there is no re-employment list or qualified transfer, the Town shall fill the full-time position from the appropriate employment register of qualified candidates for such position giving preference to qualified bargaining unit employees and if there is no qualified employee of the bargaining unit, in such manner as the Town shall determine. An employee shall not be eligible to receive hiring preference for transfers or promotions if the employee has received a formal written discipline within two (2) years from the closing date of the transfer or promotion posting. An employee whose name appears on an employment register and declines two offers of appointment shall have their name removed from such employment register list and shall not be eligible for appointment during the life of such list. In the event an employee's name is removed from the employment register list such employee shall not be precluded from participating in future examinations for such position.

APPENDIX K

Public Safety Dispatchers Terms and Conditions of Employment

The Town recognizes to the Greenwich Municipal Employees Association the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher. Individuals employed by the Town in these classifications shall be covered by the terms of the Town/GMEA collective bargaining agreement except as modified herein. Any reference to Dispatcher shall include both Senior Public Safety Dispatcher and Public Safety Dispatcher except as otherwise expressly stated.

A. In lieu of Article 7 (Hours and Workweek) of the collective bargaining agreement, the workday shall consist of eight consecutive hours. There shall be a thirty-minute paid meal period during which the Dispatcher shall be relieved from work when practical; however, the Dispatcher shall remain on the premises and be available to return to work if required. The workweek shall consist of five consecutive days. The work schedule shall consist of a rotation of five-day shifts, five-late shifts and five-night shifts. A day shift shall begin prior to 11:00 a.m., a late shift shall begin prior to 7:00 p.m. and a night shift shall begin prior to 3:00 a.m. The Town shall have the authority to set and change the hours of work, including starting and quitting times to meet the needs and operations of the department. The starting and quitting time may vary among Dispatchers assigned to the same shift to meet the needs and operations of the Town. The Chief of Police retains the discretion to authorize work schedules other than the rotating schedule set forth in this paragraph to meet the operational needs of the Town.

B. A Dispatcher who is unable to report to work as scheduled is required to contact a designated Town representative at least three hours prior to the scheduled starting time of the Dispatcher's shift. A Dispatcher who does not provide the required three-hour advance notice shall be required to provide the Town with sufficient cause as to why s/he was unable to meet this requirement.

C. A Dispatcher shall be required to report to work dressed in the appropriate uniform or other attire as determined by the Town, and at all times during working hours be so attired.

D. Employees represented by the Silver Shield Association and Local 1042 I.A.F.F. may be assigned on an as needed basis to perform public safety dispatcher duties as such duties are defined in the Dispatcher job description.

E. In lieu of the overtime provisions of Article 8 (A) of the collective bargaining agreement, Dispatchers shall be paid at the time and one-half rate of their straight time hourly rate for all hours worked in excess of their regular eight (8) workday or forty (40) hour workweek.

F. In lieu of the provisions of Article 10 (Holidays) of the collective bargaining agreement Dispatchers shall receive an annual payment that is the equivalent of twelve (12) days pay at the straight time rate of pay. The annual payment shall be made in two six-day installments to be

paid on the first Friday in June and on the first Friday in December of each year. Payments shall be pro-rated for Dispatchers who did not work the entire holiday payment period.

G. Article 8 (B) (shift differential) of the collective bargaining agreement shall be applied in the following manner: the Dispatcher's late shift shall be considered the second shift and the Dispatcher's night shift shall be considered the third shift.

H. This paragraph H shall expire and become null and void on June 30, 2008, except as to retired TOG police officers employed as dispatchers prior to such date.

1. A former Town of Greenwich (TOG) police officer receiving his or her retirement allowance from the Town of Greenwich Retirement System (the "Retirement System") may be appointed by the Town as a Public Safety Dispatcher or Senior Public Safety Dispatcher (Dispatcher) subject to the following conditions:

a. A retired TOG police officer who meets the minimum qualifications for the position, is able to perform the essential duties of the position and who has previous experience as a TOG police dispatcher may be appointed as a Public Safety Dispatcher notwithstanding the provisions of Article 24 (Appointments) of the collective bargaining agreement or the TOG's pre-employment testing process.

b. A retired TOG police officer with no previous experience as a TOG police dispatcher shall have his or her appointment as a Public Safety Dispatcher subject to Article 24 of the collective bargaining agreement and to the TOG's pre-employment testing process. All appointments to Senior Public Safety Dispatcher shall be subject to Article 24 of the collective bargaining agreement and the TOG's pre-employment testing process.

2. A retired TOG police officer appointed as a Dispatcher shall be covered by the terms and conditions of the GMEA collective bargaining agreement as modified by paragraphs A through F above and as further modified by this paragraph G (2).

a. A retired TOG police officer appointed as a Dispatcher shall continue to receive his or her retirement allowance under the Retirement System.

b. Notwithstanding Article 17 of the collective bargaining agreement the retired TOG police officer shall not be eligible to actively participate in, and shall not accrue additional benefits under, the Retirement System during his or her period of employment as a Dispatcher. Such retired TOG police officer's retirement allowance shall have been determined as of the date of his or her retirement from police service, and subsequent years of service and compensation as a Dispatcher shall not alter the amount of such retirement allowance.

c. The retired TOG police officer shall be eligible to participate in the TOG's 401-k and/or 457 plans pursuant to the terms of Article 26 of the collective

bargaining agreement and in accordance with the terms and conditions and restrictions under such plans.

d. The retired TOG police officer shall receive the medical benefits as provided to other GMEA covered employees pursuant to Article 14 of the collective bargaining agreement in lieu of any retiree medical benefits that the former police officer may be eligible to receive from his TOG services as a police officer. Upon subsequent separation of service from the TOG, the retired TOG police officer may elect to receive the retiree medical benefits earned as a police officer (based on his or her years of service as a police officer), or the retiree medical benefits provided pursuant to the terms of Article 14 (B) of the collective bargaining agreement (based on his or her years of service as a public safety dispatcher), if any.

e. The retired TOG police officer shall have the option at time of retirement as a TOG police officer to carryover all or a portion of unused vacation accruals in lieu of receiving payment for such unused vacation accruals. In no event shall the retired TOG police officer's unused vacation accruals, including any vacation accruals carried over pursuant to this paragraph, exceed the maximum accruals limits provided for in Article 12 (E) of the collective bargaining agreement.

I. This Agreement together with the Town/GMEA collective bargaining agreement constitutes the entire agreement of the parties establishing the terms and conditions of employment for individuals employed as Dispatchers. Any other agreements, understandings or promises, either oral or in writing, are hereby terminated and made null and void.

J. The classification of Public Safety Dispatcher shall be allocated to salary grade D and the position of Senior Public Safety Dispatcher shall be allocated to salary grade C.