

# **COLLECTIVE BARGAINING AGREEMENT**

***By and Between***

**TOWN OF GREENWICH**

***and the***



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
GREENWICH PUBLIC HEALTH NURSES  
Local 424 - Unit 90**

**July 1, 2017 to June 30, 2019**

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## **PREAMBLE**

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

In furtherance thereof, the TOWN OF GREENWICH ("Town") and the GREENWICH PUBLIC HEALTH NURSES' UNITED PUBLIC SERVICE EMPLOYEES UNION ("UPSEU/Union") agree as follows:

### **1. RECOGNITION**

In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes and in accordance with Decision No. 4803 of the Connecticut State Board of Labor Relations issued March 19, 2015, the Town recognizes the UPSEU/Union as the exclusive bargaining representative for all public health nurses I (school nurse, maternal and child health, adult health nurse), public health nurse II (senior school nurse, communicable disease and adult health), and public health nurses I (12 month) who are regularly scheduled to work by the Town/BOE on a permanent basis twenty (20) hours, or more, per week.

### **2. NOTICE**

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

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

### **3. PART-TIME EMPLOYEES**

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



A permanent part-time employee covered by this Agreement shall receive the benefits of Articles 4, 9, 10 and 18 as specified therein. Such employee shall not be entitled to any other leave, insurance or other fringe benefits under this Agreement.

#### **4. WAGES**

- A. The annual or hourly, as applicable, wage rates of employees of the bargaining unit shall be payable at the rates per year or per hour, as applicable, set forth in Appendix I to this Agreement. All wage payments shall be made through direct deposit with electronic pay advice. Employees shall provide the information necessary to the Town to implement direct deposit of wage payments and electronic pay advice.
- B. The wage rates set forth in Appendix I in effect for June 30, 2017 shall reflect an increase of 2.25% retroactive to July 1, 2017.
- C. The wage rates set forth in Appendix I in effect on June 30, 2018, shall reflect an increase of 1.5% effective July 1, 2018.
- D. The Town may, without further negotiations with the UPSEU/Union, offer a one-time hiring bonus as a hiring incentive. One-half of the hiring bonus shall be paid within thirty (30) days of hire and one-half shall be paid within the thirty (30) day period prior to the employee completing his/her probationary period.
- E. Upon providing the Union and members with sixty (60) days written notice, the Town may implement, on a one-time basis, a five-day payroll lag without further negotiations with the Union. The lag shall be implemented by delaying the delivery of each bi-weekly paycheck by one business day until a five-day lag has been accomplished. For example, upon implementation of the payroll lag the bi-weekly paycheck that would be due on a Friday will be issued on the following Monday. Thereafter, the next four successive bi-weekly paychecks will be issued on Tuesday, Wednesday, Thursday and Friday thereby creating a five-day payroll lag. At termination of employment with the Town, the employee shall be paid the five-days of payroll lag with his or her final paycheck at the rate of pay in effect upon the employee's separation of service with the Town. Following the implementation of the payroll lag, newly hired employees will receive his or her first paycheck on a five-day lag basis. It is understood that the result of the implementation of the payroll lag will result in employees receiving fifty-one (51) weeks of regular pay in a fifty-two (52) week period.

#### **5. COLLECTIVE BARGAINING**

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

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

- C. The UPSEU/Union shall indemnify and save the Town harmless against any and all claims, demands, damages, suits or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section or in reliance on any certification, notice or authorization furnished under the provisions of this Section.
- D. The members of the UPSEU/Union Negotiating Committee, but not more than three (3) persons, shall be granted time off from duty with full pay for all meetings with the Town for the purpose of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty, as long as the time off does not interfere unreasonably with Town or Board of Education business in which case the meeting shall be promptly rescheduled. The School Nurse Supervisor or the Director of Family Health, as applicable, shall be advised prior to the date of such released time to allow planning to meet the needs of Board of Education or Division of Family Health.
- E. The President of the Greenwich Nurses (Unit) or a designated Unit representative may be released from work with no loss of pay, three (3) hours prior to the end of her workday, one work day per month for the purpose of administering the terms of this agreement. The President shall submit a written request to the School Nurse Supervisor or the Director of Family Health, as applicable, at least seven (7) business days in advance of the requested date. In the event the Board of Education is unable to provide substitute coverage on the requested date, the School Nurse Supervisor may require that the date be rescheduled to a date during that month on which a substitute is available. In no event shall the release time be lost for that month if it is requested by the President pursuant to the terms of this Section.

## **6. HOURS AND WORK WEEK**

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

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

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

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

A ten-month Public Health School Nurse may schedule and work up to fifteen (15) hours of regular work time prior to the start of the school year, or ten (10) hours of overtime at time and one-half (1.5 x) during the first two (2) weeks of school for the purpose of completing duties required for school startup with prior supervisory approval. Each ten-month Public Health School Nurse shall have discretion as to when s/he schedules to work such hours; however, s/he shall notify the School Nurse Supervisor of the schedule prior to working such hours. The hours so worked shall be paid at the straight time rate of pay in the first bi-weekly payroll of each school year. In the event startup work is not available at the Public Health Nurse's assigned school, she may request to be assigned at another school for all or part of the fifteen (15) hours.

- C. Within a reasonable period of time upon such information becoming available to the Department, but no later than prior to the close of the fiscal year the Board of Education's Human Resources Director shall notify each Public Health School Nurse in writing of the following information pertaining to the upcoming school year; the school calendar, the date they are expected to report to work, their annual wage including hourly and per diem rates and the number of scheduled work days upon which the hourly and daily rates are calculated.
- D. In the event the BOE closes school due to an emergency condition, employees have the following options: (i) not report to work and take the day off without pay. (ii) not report to work and charge the day against vacation (or compensatory time if sufficient to cover a full workday), (iii) report to work and work the regular workday with pay. An employee who elects option (i) may request to work a day immediately following the close of the school year with pay. In the event the school day is rescheduled by the BOE, employees shall be required to work the rescheduled day with pay. However, in no event shall a school nurse be scheduled to work in excess of that set forth in Article 6 (B) of the collective bargaining agreement. In the event the BOE closes school due to an emergency condition subsequent to the start of the school day, the employee shall be relieved from duty with full pay for the day.
- E. The Board of Education shall provide a minimum of one (1) paid professional development day during the academic year for all school nurses on a day that would be considered a regular work day.

## 7. OVERTIME

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

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

- B. All work assignments in excess of the normal workday or workweek shall be distributed equally, as far as practicable, among eligible, permanent employees.
- C. A Public Health School Nurse may make a written request to the School Nurse Supervisor for clerical support or overtime to complete required clerical duties. When such request is made for clerical support or overtime during the academic year for that academic year, the School Nurse Supervisor shall respond to such request within five (5) business days. When such request is made for clerical support or overtime for the subsequent academic year, the School Nurse Supervisor shall respond to such request within ten (10) business days prior to the date for the need for clerical support or overtime. The written response shall indicate approval, disapproval or other appropriate action to be taken by the Board of Education to such request. When the request is for overtime to write a care plan, a confidential list and/or a written notification to authorized professional staff for a student who has a special health care condition and such plan must be written on an expedited basis; such request may be made verbally and responded to immediately.
- D. An employee who is required to report back to work from off-duty hours shall be eligible to receive a minimum of three (3) hours of pay or a guarantee of three (3) hours of work except as set forth below. The three-hour minimum or three-hour guarantee of work shall not apply if the requirement to report to work is voluntary, or the employee receives a minimum of 48-hour advance notice of the requirement to report to work, or when the requirement to report to work is contiguous to the start of or the end of a regularly scheduled shift.

## **8. TEMPORARY ASSIGNMENTS**

The Town shall pay any employee temporarily assigned at a higher classification at the rate of pay for the higher classification, which is ten percent (10%) above the employee's regular rate of pay in the lower classification or at a rate which is the minimum rate of pay for the higher classification, whichever is higher but does not exceed the maximum of the pay range for the higher classification, commencing with the fifth full week of the assignment and continuing for the balance of the assignment.

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

## **9. HOLIDAYS**

A. The following shall be observed as paid holidays:

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

Public Health School Nurses shall receive as paid holidays, the holidays set forth above, except as otherwise provided in this paragraph. In addition, Public Health School Nurses shall receive as paid holidays any days on the school calendar designated as holidays on which classes are not held. In the event the Board of Education designates Columbus Day and/or Veterans Day as a regular school day, Public Health School Nurses shall work such day(s) as a regular workday and not as a paid holiday. In such event, each Public Health School Nurse shall receive a floating holiday for working Columbus Day and a floating holiday for working Veterans' Day. A floating holiday shall be administered in the same manner as vacation leave; shall be used during the school year in which earned and shall not accrue. In no event shall Public Health School Nurses receive less than twelve (12) paid holidays including both observed holidays and floating holidays.

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

## 10. SICK LEAVE

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

Ten-month Employees. In each year of continuous service through completion of the ninth (9th) year of service, an employee shall earn sick leave at the rate of one (1) day per month or ten (10) days per year and in each year of continuous service commencing with the beginning of the tenth (10th) year of service, an employee shall earn sick leave at the rate of two (2) days per month or twenty (20) days per year. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

Permanent part-time employees shall earn one pro-rated day of sick leave per month through the completion of the ninth (9<sup>th</sup>) year of service and commencing with the beginning of the tenth (10<sup>th</sup>) continuous year of service two pro-rated days of sick leave per month. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.

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



- F. An employee who is unable to report to work for a reason as set forth in paragraph C of this Article shall inform his or her supervisor prior to the start of the workday that the employee will be absent. This notification shall be made for each workday that the employee will be absent. The employee's failure to comply with this notification requirement shall result in the denial of a paid sick day if available to the employee.
- G. It is understood that any employee disabled due to pregnancy is entitled to sick leave with pay pursuant to the provisions of this Article.

## **11. EDUCATIONAL LEAVE**

- A. An employee with five or more years of continuous employment, may make a written request for an educational unpaid leave of absence to the Director of Family Health or Superintendent of Schools. The request shall be submitted no less than sixty (60) days prior to the commencement of the leave. A response to the request shall be made within fifteen (15) days of its receipt by the Director of Health or Superintendent of Schools. Approvals shall be based on the operational needs of the department and only for the purpose of attending a formal accredited education program which program is associated with his or her duties and responsibilities with the Town.
- B. The period of such leave shall not exceed two (2) years.
- C. The employee shall not be eligible for benefits during the educational unpaid leave of absence.
- D. Upon the expiration of the educational unpaid leave of absence, the employee shall return to his/her position at the salary earned at the time of the commencement of the leave. An employee who does not intend to return from an unpaid educational leave of absence shall provide the Director of Health or the Superintendent of Schools, as applicable, with written notice of his/her intent not to return to work no less than sixty (60) days prior to the expiration of such leave. Upon receipt of such notice the employee will be terminated effective with the expiration of such leave. In the event the employee does not provide the required written notice and does not return to work at the expiration of the leave the employee will be deemed to have resigned his/her position effective with the expiration of such leave.
- E. An employee on educational leave shall not receive an educational reimbursement under Section 22 of this Agreement.

## **12. SABBATICAL LEAVE**

- A. Each employee shall have the option to take, after eight (8) years of continuous employment, a sabbatical leave of absence of either one (1) month at full pay or two (2) months at half-pay, to be added to their regular vacation period. A request for a sabbatical leave shall be made in writing with a minimum of one hundred twenty (120) days advance

notice of the effective date of the leave. The request shall include the dates of the leave, the name and location of the educational institution providing the professional/educational development and a description of the professional/educational program that the employee is attending.

- B. The sabbatical leave shall be used to improve the employee's professional competence through educational pursuits. Request for such leave must be submitted to the School Nursing Supervisor or Director of Family Health, as applicable, and approved in advance in writing by the Superintendent of Schools or Director of Health, as applicable. Each employee who takes sabbatical leave shall present a written report of accomplishment to the School Nursing Supervisor or Director of Family Health, as applicable.
- C. Length of service benefits shall accrue during the leave.
- D. In no event shall the Superintendent of Schools or the Director of Health be required to grant more than one sabbatical leave during any fiscal year. In the event there are multiple requests for sabbatical leaves during the fiscal year, preference shall be based on seniority.
- E. Any employee who takes sabbatical leave shall return to the employment of the Town for a period of at least two (2) years. If the employee does not return to the employment of the Town, or if s/he returns but leaves before the completion of one (1) year, the employee shall repay the Town the amount of pay received for the sabbatical leave, unless failure to return is for bona fide reasons; and if the employee returns but leaves after the completion of one (1) and before the completion of two (2) years, the employee shall repay the Town one-half (1/2) of the amount of pay received for the sabbatical leave, unless failure to return is for a bona fide reason. An employee who does not report to work upon the expiration of the leave may be cause for dismissal unless good cause is shown.

### **13. EMERGENCY LEAVES OF ABSENCE WITHOUT PAY**

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



- D. Leave for pregnancy disability or child rearing shall be granted in accordance with applicable law. The Town's policy concerning the Family and Medical Leave Act and leave application forms may be obtained from the Town's Department of Human Resources. The Town shall post the required general notice about the FMLA in all Town/Board of Education facilities. The general notice may be displayed as a poster in the facility or posted electronically. The administration of the FMLA shall be as set forth in the Town's Human Resources Policy Manual.

#### **14. MILITARY LEAVE**

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

#### **15. WORKERS COMPENSATION**

- A. Each employee who incurs an injury or illness which is covered under the Connecticut Workers' Compensation Act shall be entitled to injury leave pay equal to the difference between the compensation received pursuant to said Act and his normal base rate of pay for the number of days of necessary absence up to a maximum of one (1) month following the date of injury.
- B. If it is necessary to continue leave beyond one (1) month, the employee shall be entitled to injury leave pay equal to the difference between the compensation received under said Act and three quarters (3/4) of the employee's normal base rate of pay for up to an additional one (1) month.
- C. If it is necessary to continue leave beyond two (2) months, the employee shall be entitled to compensation as established by the Act.
- D. A complete report of each accident shall be made to the Director of Human Resources, with a copy to the Superintendent or the Director of Health, as applicable, as soon as practical after it occurs. The Director of Family Health or School Nurse Supervisor, as applicable, shall be responsible for the proper enforcement of this requirement.
- E. The Union agrees that the Town may, without further negotiation, implement a managed medical care plan network for employees' work related medical treatments. In the event the Town changes its workers' compensation administrator/carrier any new medical care plan network shall be comparable to the prior medical care plan network.

## **16. BEREAVEMENT LEAVE**

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

## **17. PERSONAL LEAVE**

Each employee shall have the right to request and obtain one (1) day of leave without loss of pay for personal business and one (1) day of leave without loss of pay for personal business that requires advance notice of a minimum of fifteen (15) business days. Personal business is defined as any business that cannot be conducted at a time not in conflict with the employee's regular workday or an emergency over which the employee has no control, which requires immediate attention. Notice of such leave shall be given as far in advance as possible to the School Nurse Supervisor or the Director of Family Health, as applicable. Requests for such leave shall be approved at the discretion of the School Nurse Supervisor or the Director of Family Health where, in the Director's opinion, the operating efficiency of the department will not be adversely affected.

## **18. VACATION**

- A. The Town shall grant vacation leave with pay to all full-time and part-time employees after employment for at least six (6) months. All references to vacation leave in this Article shall be pro-rated for part-time employees based on the employee's regularly scheduled workweek. No vacation leave shall be granted during the first six (6) months of service.
- B. If an employee leaves the service of the Town in good standing, the employee or the employee's estate shall be compensated at the regular rate for any portion of unused vacation leave credited to the employee at the time of separation. An employee who is discharged for cause, or who resigns from employment without giving adequate notice as required under the provisions of "Termination of Employment" of this Agreement shall not be considered "in good standing" at the time of separation. Credit for unused vacation leave shall be computed on a monthly basis at one and seven-tenths (1.7) days per month for ten-month employees, one and two-thirds (1 2/3) days per month for twelve-month employees and on a pro-rated basis for part-time employees only for the purposes of this subsection B. Employees hired on or after June 14, 1999 shall be paid at retirement for the amount of unused vacation leave accrued as of the date of retirement.

- C. Annual vacations with pay for employees other than ten-month nurses whose regular assignment is school nursing shall be as follows:
- (1) Upon request of an employee for a prorated vacation after six (6) and before eleven (11) months of continuous employment, one and two-thirds (1 2/3) days times the number of months worked to the commencement of vacation;
  - (2) Twenty (20) working days after eleven (11) and before twenty-four (24) months of continuous employment unless a prorated vacation has been taken in which case only the balance of the twenty (20) days remaining shall be allowed; and
  - (3) Commencement of third (3rd) year of continuous employment and thereafter, twenty (20) working days.
- D. Full-time and part-time ten-month Public Health School Nurses shall receive paid vacations during school vacation periods designated on the school calendar. "School vacation periods" does not include the summer months when school is not in session. In addition, a ten-month nurse whose regular assignment is school nursing shall receive two (2) vacation days with pay, following six (6) months of employment. If two (2) additional vacation days are not used, they may be carried forward, to a maximum of twenty-five (25) days. A ten-month school nurse whose unused vacation accruals are in excess of the amount to be carried over to the subsequent school year may request payment of such unused excess vacation accruals in lieu of requesting the vacation time off. Such payment shall be made with the final payroll of the school year.
- E. The following provisions shall apply to 12-month employees:
- (1) In computing vacation leave, all municipal holidays listed in Section 9A shall be deducted.
  - (2) The School Nurse Supervisor or the Director of Family Health, as applicable, shall schedule the vacation period in accordance with the requirements of the school or Division and the desires of the employees. In the case of conflicting vacation requests, seniority shall govern the right of vacation preference. Once vacation leave has been approved by the School Nurse Supervisor or Director of Family Health, the approved period of vacation leave shall not be cancelled or otherwise denied except due to emergencies or unforeseen business necessity.
  - (3) Employees shall be entitled to carry forward unused vacation leave from one year to the next, but in no event may an employee carry forward more than twenty-five (25) working days of unused vacation leave. An employee shall not be entitled to take more than thirty (30) working days of vacation at a consecutive interval or more than thirty (30) days during any year.
  - (4) If an employee agrees to waive his or her rights to vacation during a particular year at the request of the School Nurse Supervisor or Director of Family Health, as applicable, the employee shall be permitted to take part or all of the earned vacation leave during the following year without regard to the limitations set forth in

subsection (3) above regarding carryover of vacation days, vacation days to be taken at a consecutive interval, or total vacation days to be taken during any year. Any such permission shall be in writing and given to the Town or Board of Education Director of Human Resources and the employee at the time such request is made.

- (5) Vacation days not used during any current year and which are not entitled to be carried forward to the next year shall be lost.
- (6) Anticipated loss of vacation under this provision shall not entitle an employee to any special consideration in the scheduling of their vacation leave.

## **19. EMPLOYEE ACCOUNTS**

Each employee shall be provided with his or her leave balances on the employee's pay advice.

## **20. INSURANCE**

### **A. Connecticut State Partnership Plan**

1) Effective July 1, 2017, each employee shall have the annual option to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health (but not dental or vision benefits) or to waive medical insurance. The plan benefits shall be as set forth in the SPP effective on July 1, 2017, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. Promptly upon ratification of this Agreement, the Town shall make application to the State to admit this bargaining unit to the SPP. Should the Town's application be rejected and reconsideration be denied, this paragraph 6 in its entirety shall be of no further effect and the parties shall enter into negotiations as provided below in paragraph h.

2) The premium or premium equivalent rates shall be set by the SPP.

3) Effective July 1, 2017 the percentage share of such premium cost shall be ninety percent (90%) for the Town and ten percent (10%) for the employee. The employee's annual premium cost share shall be deducted in prorated equal amounts from each biweekly paycheck on a pre-tax basis (premium conversion option).

4) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP will be subject to the HEP terms and provisions.

5) Participation in the SPP and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions. In the event SPP administrators impose a premium or benefit penalty on insureds who fail to participate

in the HEP, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Town. Any such additional premium cost increase imposed upon the employee as a result of any failure to participate in HEP shall be implemented through payroll deduction, and the annual deductible shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SSP.

6) In the event any of the following occur, the Town or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c as to the sole issues of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

- i) A material change in the plan design (for example conversion in the benefit plan from a co-pay plan to a high deductible plan, or elimination of the SPP HEP program) or premium rate calculation for the health benefits plan procured under Conn. Gen. Stat. Section 5-259 (a) and (m) are modified as a result of a change in the State's collective bargaining agreement or state statute;
- ii) Public Act No. 15-93 or successor legislation is amended as to rate calculation, imposition of additional fees or administrative charges on participating non-state public employers or a change in the method used to calculate premium rates, or any other substantive amendments;
- iii) If there is any material amendment to the ACA that has a direct impact on the cost incurred by the Town on providing medical insurance pursuant to this Agreement. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.
- iv) If during the month of September, the Town, based on the claims experience of the bargaining unit participants for the prior plan year of the SPP (July through June), determines that premiums or premium equivalents for the HDHP insurance plan (including the Town's HSA contributions) that was in effect on June 30, 2017, would be lower than the current SPP premiums.

7) In the event the Town and/or the Association at any time during the contract term or in negotiations over a successor collective bargaining agreement make a proposal to leave the SPP, the baseline for such negotiations shall be the medical benefits as set forth in paragraphs "B" through "K" of the parties 2015-2017 collective bargaining agreement and paragraph "I" of the parties 2017-2019 agreement.

8) Should the Town's application to admit this bargaining unit into the SSP be rejected and reconsideration be denied, this paragraph 6 in its entirety shall be of no further effect, and in such case the parties shall negotiate in accordance with Conn. Gen. Stat. 7-473c over medical benefits to become effective commencing July 1, 2017.



- B. Employees may elect to be enrolled in the Town's dental plan. The dental plan benefits are annexed hereto as Appendix VI. The Town shall pay ninety (90%) 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).
- C. Employees shall be eligible to participate in all aspects of the medical and day care provisions of the Town's Flexible Benefits Plan (Section 125) in accordance with the terms of that Plan. Employees who elect to participate in the HD-HSA are not eligible to participate in the Flexible Benefits Plan as it pertains to medical benefits.
- D. The Town shall provide for each employee a term life policy covering natural or accidental death with a double indemnity provision for accidental death in an amount equal to the employee's base annual salary rounded up to the next \$1,000 but at a minimum amount of \$50,000.
- E. 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 times the employee's base annual salary rounded up to the next \$1,000.
- F.
  - 1. Employees who retire prior to age 65 and are receiving a Town retirement check may, at the employee's option, continue to participate in the preferred provider health plan benefits available to active employees provided the Town can deduct, and is authorized to deduct, from the retirement checks the cost of such benefits.
  - 2. Except as provided below in this Article, an employee who retires after June 30, 2015 with twenty-five (25) or more years of credited service in the retirement system, and elects to continue his/her health insurance coverage, the Town shall pay an amount not to exceed nine hundred dollars (\$900.00) for the annual premium for individual coverage or an amount not to exceed one thousand and seven hundred dollars (\$1,700.00) for the annual premium for couple or family coverage. The Town's payments toward premium shall apply only to the hospital plan or the hospital, surgical-medical and major medical plans, and not the Town's prescription drug rider. The Town's payments shall only be payable during the life of the employee. Once the retired employee reaches age 65, the Town's contribution shall be reduced to seven hundred dollars (\$700.00) for individual coverage and one thousand four hundred seventy dollars (\$1,470.00) for couple or family coverage. Effective July 1, 2016, the Town's contribution for retirees age 65 and older shall be increased to eight hundred dollars (\$800.00) for individual coverage and one thousand five hundred seventy dollars (\$1,570) for couple or family coverage.
  - 3. An employee hired on or after February 1, 2009 shall not be eligible for the retiree health care credit provided above in this paragraph 1. The Town shall sponsor a Retiree Health Savings Plan into which such employee shall enroll. The Retiree Health Savings Plan shall require the following mandatory contributions: 1) the Town shall make a contribution of 0.5% of the employee's base salary and 2) the employee shall make a pre-taxed contribution of 0.5% of the employee's base salary. In the event it is determined that the

Internal Revenue Code (IRC) permits the Town to offer a one-time option to existing employees to enroll in the Town's Retiree Health Savings Plan the Town will amend its plan to permit such election.

- G. Ten-month nurses shall receive medical and life insurance benefits on the same basis as other full-time employees.
- H. The Town shall provide Long Term Disability coverage to replace income lost due to total disability for each eligible employee.

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

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

- I. A full time employee, upon completion of twenty-four months of work, shall be entitled to biennial reimbursement of up to five hundred dollars (\$500) toward corrective lenses and frames. The employee shall submit appropriate proof of purchase to the Town to receive reimbursement. The Town reserves the right to combine this benefit with the Town's medical plan without further negotiations with the UPSEU/Union

## **21. TRANSPORTATION REIMBURSEMENT**

- A. The Town shall reimburse each employee for use of their private vehicle on Town business at the rate established by the Internal Revenue Service on the prior January 1 of each year. There shall be only one adjustment in the reimbursement rate each calendar year. It is understood that during the term of this Agreement, the Town may provide Town vehicles for use by the employees during the course of the workday in lieu of paying the mileage allowance. Employees assigned to ten (10) month positions shall not be required to have a vehicle as a condition of employment but shall be responsible for their own transportation to their assigned work location, staff meetings, staff development or in-service training. Employees assigned to ten (10) month positions who are requested by the Town and agree to use their vehicle for other Town business shall be reimbursed mileage as provided in this section.
- B. Transportation reimbursement covering the previous month will be paid on or about the 10th of each month.
- C. An annual automobile maintenance allowance of six hundred dollars (\$600.00) shall be paid to those employees who are required as a condition of their employment to provide an automobile for the performance of their job duties on behalf of the Town. It is understood that the employees covered by this Agreement are normally required to so provide an automobile and normally use their vehicles on a regular, daily basis. This allowance is

intended as recompense for such usage as opposed to casual or even frequent usage of one's personal automobile.

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

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

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

## **22. EDUCATIONAL REIMBURSEMENT**

- A. The Town shall reimburse each employee for tuition and registration fees for approved courses, which are directly job related to a maximum of six (6) credits per semester or twelve (12) credits per year. Reimbursement shall be made only after a copy of the paid invoice for tuition and fees and an official copy of the final passing grade have been submitted to the School Nurse Supervisor or Director of Family Health, as applicable, and the Town's Director of Human Resources. In order to obtain reimbursement, an employee must achieve a grade equivalent to "C" or better in the course. The rate of reimbursement shall be one hundred percent (100%) for a grade of A, ninety percent (90%) for a grade of B and seventy-five percent (75%) for a grade of C.
- B. The School Nurse Supervisor with the concurrence of the Superintendent of Schools, or the Director of Family Health with the concurrence of the Director of Health and the Town's Director of Human Resources, as applicable, must approve in advance any courses of study for which reimbursement is requested. Any appropriate course shall be approved.
- C. Any employee who receives any reimbursement in accordance with this Article shall be required to maintain his/her employment with the Town for at least one year after completion of the last course for which reimbursement was received. If an employee does



not fulfill this requirement, he/she shall be responsible for repaying any reimbursement(s) received in the last year prior to their separation from service.

## **23. PENSIONS**

- A. The Retirement System of the Town of Greenwich as presently in effect for general and library employees, as amended to date, as on file with the Retirement Board shall be in effect for all eligible employees during the term of this Agreement except that it shall be further amended to provide for vesting after five (5) years of creditable service.

Effective April 21, 2003 the employee contribution to the Retirement System shall be four percent (4%) of pensionable compensation deducted from the employee's paycheck on a pre-taxed basis.

All employees, covered by this Agreement, shall have a rate of benefit in the Retirement System of the Town of Greenwich, upon retirement, as defined in Section 179 of Article 14 of the Greenwich Municipal code (Charter) of two percent (2%) percent per year (1/50).

Final pensionable compensation shall mean the annual earned compensation including deferred income, but excluding overtime earned by an employee, during the twenty (26) consecutive bi-weekly payrolls of creditable service with the Town of Greenwich for which such pensionable compensation was the highest.

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

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

- B. The Retirement System shall provide electronic access for each employee to view his or her retirement account including years of creditable service and contributions to the Retirement System.
- C. Each employee with prior active, military service in a branch of the United States Armed Forces shall be given credit as creditable service for purposes of determining his/her retirement allowance for each year of military service that the employee makes an

additional contribution to the Town. Said additional contribution shall be the employee's existing rate of contribution times his/her pensionable compensation received by the employee over the twenty-six consecutive bi-weekly payroll periods immediately prior to the application for military buyback being submitted to the Retirement Board for approval. In no event may an employee buy credit for more than four (4) years of service. The creditable service purchased pursuant to this paragraph shall not be applied to the five year (5) vesting requirement or to meet the minimum service requirement.

- D. Notwithstanding any provision of this Agreement to the contrary, employees hired or re-hired on or after February 1, 2009 shall be ineligible for Retirement System membership; provided, however, an individual who is re-employed on or after February 1, 2009, who was vested under the terms of the Retirement System in effect as of his or her prior termination from service date, will be eligible to resume participation in the Retirement System. The provisions of Article 14 of the Town Charter and paragraphs A through C of this Article shall not be applicable to employees who are ineligible to participate in the Retirement System. Such employees who are full-time regular employees may be eligible to participate in the Town's defined contribution retirement plan as set forth in paragraph E of this Article.
- E. Defined Contribution Retirement Plan: A full-time regular employee covered by this Agreement who is not eligible, pursuant to the terms of paragraph D of this Article, for membership in the Town's Retirement System (a "post-January 2009 eligible employee"), is eligible to participate in the Town's Defined Contribution Retirement Savings Plan (the "DC Plan") as set forth in this paragraph E.
1. Mandatory participation – Each post-January 2009 eligible employee shall become a participant in the DC Plan as of his or her date of hire. Participation in the DC Plan shall be mandatory for such eligible employees.
  2. Mandatory 5% employee contribution/5% employer contribution – Immediately upon commencing participation in the DC Plan, each Participant shall contribute 5% of his or her base pay to the Plan, and the Town shall contribute an additional 5% of his or her base pay.
  3. Vesting – Each Participant is always 100% vested in his or her employee contributions account. Employer (Town) contributions shall be vested pursuant to the following schedule: 20% upon completion of 12 months of active full-time employment, 40% upon completion of 24 months of active full-time employment, 60% upon completion of 36 months of active full-time employment, 80% upon completion of 48 months of active full-time employment and 100% upon completion of sixty (60) months of active full-time employment.
  4. Discretionary employee contributions – To the extent permitted by applicable law and regulations, each Participant shall be permitted to defer amounts (in addition to the mandatory 5% employee contribution described in (2) above) to the DC Plan, on a pre-tax or after-tax basis, subject to Internal Revenue Code limitations.

5. Other – The Town shall be responsible for establishing and administering the DC Plan and may retain vendors, carriers, firms or agents for this purpose. Without limiting the generality of the foregoing, the Town shall (a) determine investment alternatives that are available under the DC Plan, and (b) amend the DC Plan, from time-to-time, in order to maintain its qualified status under the Internal Revenue Code. Each Participant shall direct the investment of his or her account.
- F. The Town shall make available to permanent employees the option to participate in the “Savings Plan for Employees of the Town of Greenwich” (401-k or 457) via payroll deduction as long as such Plan is approved pursuant to applicable Federal and State law, rules and regulations pertaining thereto.

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

- i) The January 2018 and January 2019 Town match shall be two thousand dollars (\$2,000) for employee contributions made during the calendar year of 2017 and 2018, respectively.

## **24. HEALTH APPOINTMENTS**

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

## **25. GRIEVANCE PROCEDURE**

- A. Should any employee or group of employees in the bargaining unit or the UPSEU/Union, because of an alleged violation of this Agreement, deem to be aggrieved concerning wages, hours or conditions of employment or concerning any matter affecting their health or safety or separation from service, suspension, fine, or other disciplinary action, adjustment shall be sought as follows:
  1. The UPSEU/Union, through its Grievance Committee, shall present the grievance in writing to the Director of Health or, for Public Health School Nurses, the Superintendent of Schools, within twenty (20) days of the date the grievant or the UPSEU/Union knew or reasonably should have known of incident or action giving rise to the grievance. Within five (5) days after the Director of Health or the Superintendent of Schools receives such written grievance, the Director or

Superintendent of Schools shall meet with the Grievance Committee for the purpose of resolving or adjusting the grievance. Any grievance settled at this step shall be without precedence precedent. The Director of Health and the Superintendent of School may appoint a designee to represent and respond for him or her at Step I of the grievance procedure.

2. If within ten (10) days after the meeting the grievance is not resolved, in writing, to the satisfaction of the UPSEU/Union, the UPSEU/Union, through its Grievance Committee, may present such grievance in writing to the First Selectman or his/her designee. Within ten (10) days after the First Selectman or designee receives such written grievance, the First Selectman or designee, shall meet with the Grievance Committee for the purpose of resolving the grievance.
3. If within ten (10) days after the Step 2 meeting the grievance is not resolved, in writing, to the satisfaction of the UPSEU/Union, the UPSEU/Union may present such grievance in writing to the Connecticut State Board of Mediation and Arbitration for arbitration provided:
  - a. The grievance was filed pursuant to Step 1 within twenty (20) days of the event giving rise to the grievance or when the grievant or the UPSEU/Union knew or reasonably should have known of the event giving rise to the grievance; and
  - b. The grievance alleges a violation of a specific provision of this Agreement.

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

- B. During the pendency of grievance procedures concerning separation from service or suspension, the employee shall be entitled to keep their insurance as set forth in Article 20 of this Agreement in effect by making payments to the Town of the total amount of the insurance premiums for coverage, and if a final decision in favor of the employee is rendered, the Town shall reimburse the employee for the total amount of insurance premiums paid by the employee.
- C. Any employee who is the subject of the grievance may elect to discontinue the grievance procedure.
- D. If the Town or Board of Education representative fails to meet or respond within the required time limits, the UPSEU/Union may proceed to the next step. If the UPSEU/Union should fail to meet or file within the required time limits, the grievance shall be deemed waived. If the grievance is not filed for arbitration within sixty (60) days of the date such grievance was filed pursuant to Step 1, the grievance shall be deemed waived. Any of the time limits of this Article 24 may be extended by mutual agreement of the parties in writing.
- E. Saturdays, Sundays, and holidays shall be excluded from the computation of time limits.

- F. Members of the Grievance Committee, and any person or persons whose testimony the grievant needs, may be present when the grievance is heard, and such persons shall receive reasonable released time for such purposes. A maximum of two (2) employees shall be released to attend grievance meetings. This number shall include a member of the Grievance Committee and the grievant.

Any other expenses incurred for the arbitrator's services and proceeding shall be borne equally by the Town and the UPSEU/Union.

- G. The arbitrator shall have no power to add to, subtract from, or change any provision of this Agreement, nor render any decision, which conflicts with a law, ruling or regulation binding upon the Town. Awards may not be retroactive beyond ten (10) days prior to the service of the grievance at Step 1.

## **26. CONDITIONS OF EMPLOYMENT**

- A. The Town shall give each new employee in writing confirmation of their appointment, (which shall be probationary for six (6) months), a copy of their job description, and their salary.
- B. The School Nurse Supervisor or the Director of Family Health or their designee, as applicable, shall develop a formalized, written orientation program for newly employed employees, and provide a minimum of fourteen (14) hours annually of in-service training programs for regular employees. Said programs shall be reviewed for any necessary revisions.
- C. Cooperative evaluation and recording of each employee's performance shall be done at the end of the employee's probationary period and at least annually thereafter.
1. A copy of any evaluation shall be provided to the employee.
  2. The Director of Family Health or the School Nurse Supervisor, as applicable, in cooperation with the UPSEU/Union shall develop an evaluation form and review this form at least biennially for any necessary revisions.  
  
Pursuant to the terms of this provision, the Director of Family Health or the School Nurse Supervisor, as applicable, in cooperation with the UPSEU/Union shall review and revise the existing performance evaluation process and form.
  3. An evaluation shall not constitute a grievance unless it is illegal, arbitrary, or an abuse of discretion.

D. Professional Meetings:

1. The employee may request release time for participation in educational institutes, workshops or meetings, which will improve the employee's on-the-job performance. Such release time may be granted in writing at the sole discretion of the School Nurse Supervisor or the Director of Family Health, as applicable. Each employee who submits a request shall have approved at minimum one (1) session per fiscal year. The School Nurse Supervisor or the Director of Family Health shall approve such requests in an equitable manner among all bargaining unit employees. The School Nurse Supervisor or the Director of Family Health shall post quarterly a list of all bargaining unit members and sessions attended for that fiscal year.
2. Every employee shall be given the opportunity to participate in all in-service programs on a rotating basis as part of their professional growth and development.
3. The Town shall reimburse an employee who attends a professional meeting for all reasonable expenses incurred by the employee including transportation, meals and lodging costs, provided such expenses have been approved in advance by the Superintendent of Schools or Director of Health, as applicable, and appropriate receipts for the expenses are submitted by the employee.

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

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

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

G. The Town's "Drug and Alcohol Free Workplace," Section 8.9 of the "Human Resources Policy Manual", is made part of this Agreement.

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

1. The employee will be called out of class only for medical emergencies.
2. If the employee is in the midst of a medical emergency when class is about to begin, the employee will continue to handle the emergency and notify the teacher that s/he will not be in class until done.
3. The school administration shall be responsible to set up and conduct parent meetings concerning the health curriculum. The employee shall attend as a resource person and be available to make part of the presentation and answer questions.



4. Employees may request compensatory time for preparation in accordance with Article 7, section A of the Agreement and past practice.
5. The School Nurse Supervisor shall continue to make every effort to ensure that the teaching of the HIV/AIDS and Human Growth and Development is done as a co-teaching responsibility, and that the teacher retains responsibility for discipline and control of students.
6. The Labor Management Committee shall periodically review any problems and/or additional guidelines with respect to items provided in paragraphs 1, 2, and 5 above. When these topics are discussed, the UPSEU/Union will bring a third participant to the meeting, who shall be an elementary school nurse, and management shall bring a third participant from the Board of Education.
7. Employees are encouraged to raise other issues relating to teaching at monthly staff meetings.

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

- I. Nurses shall be required, while on duty, to wear the identification badge supplied by the Town.
- J. An employee may request reimbursement from the Town for the repair or replacement of personal property required by an employee in order to fulfill the employee's job responsibilities when, while on duty, such personal property is damaged without fault or negligence by the employee. The employee seeking reimbursement shall be required to submit a claim in a manner to be determined by the Town, including a receipt for the cost of repair or replacement of the damaged personal property. In no event shall the Town's reimbursement exceed five hundred dollars (\$500).
- K. The Town shall provide an annual Influenza vaccine to each employee at no cost to the employee. As part of the hiring process, each candidate who accepts an offer of employment shall be screened for immunity to vaccine-preventable disease(s) based on the guidelines for health care professionals set forth by the Center for Disease Control (CDC) as such guidelines relate directly to the work assignments and job responsibilities for employees. In the event the candidate does not have the required immunity and elects to receive the recommended vaccine(s), a health care provider selected by the Town shall administer such vaccination at no cost to the candidate. Current employees may elect to have their blood titers screened for vaccine-preventable disease recommendations as described above and if found not immune the immunization protocol will be followed at no cost to the employee.

## 27. APPOINTMENTS

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

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

- C. The Town may fill any vacancy or new position in the bargaining unit by a temporary appointment where there is no current employee of the unit who the Town determines is qualified to fill the position. Whenever practical, the Town shall make such a temporary appointment by the temporary promotion of a current employee of the bargaining unit.
- D. To meet the requirements of an emergency condition which threatens life, property, or the general welfare of the Town, the Town may employ such persons as may reasonably be needed for the limited term of the emergency without regard to the regulations as to appointments in this section; provided that the Town shall first attempt to meet the requirements of the emergency condition by offering overtime to the present employees.
- E. In the event job classification surveys are made by questionnaire each employee may review their own questionnaire and the official comments made by the Division Director and the member of the survey team.
- F. The Town shall not reduce the compensation of any employee by a change in the title or description of the job classification of the employee without a substantial bona fide change in the duties or responsibilities of the employee.
- G. When an employee is promoted to a higher classification the employee shall be placed on the step in the higher classification, which provides no less than one full step increment in the step plan of the classification from which the employee is promoted.



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

## **28. TERMINATION OF EMPLOYMENT**

- A. Each employee shall give at least a three (3) week written notice of resignation to the School Nurse Supervisor or the Director of Family Health, as applicable, with a copy to the Superintendent or the Director of Health and the Director of Human Resources.

In order to resign in good standing an employee must give at least a three (3) week written notice of resignation, unless personal or financial hardship make it impossible to do so.

- B. The Town shall give at least a three (3) week written notice of termination of employment, with reasons stated, or salary in lieu of such notice. This provision shall not apply in the instance of a disciplinary termination.
- C. There shall be a termination interview with the Director of Family Health and the Town's Director of Human Resources or their designee(s) or, for school nurses, with the School Nurse Supervisor and the Board of Education's Director of Human Resources or their designee.

## **29. SENIORITY**

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

## **30. ANTI-DISCRIMINATION AND CONSTRUCTION**

- A. The Town shall not discriminate in any term or condition of employment covered by this Agreement because of race, age, national origin, religious affiliation, sex, marital status, or activity in the Greenwich Public Health Nurses' UPSEU/Union except as provided by law.
- B. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not a sex limitation unless the Agreement clearly requires a different construction.

### **31. RECIPROCAL RIGHTS**

- A. The Town shall have all management rights not specifically restricted by this agreement; and the Town shall administer this agreement and exercise its rights so as to be fair and impartial to all employees and so that the dignity shall at all times, be protected.
- B. In the interests of cooperative employee relations, a joint labor/management committee, consisting of two employees appointed by the UPSEU/Union and two representatives of the Town, one designated by the Director of Health and one designated by the Superintendent of Schools, shall meet quarterly or more often if agreed by the parties. This committee shall be for the purpose of discussing matters of mutual interest and concern with the goal of building and maintaining a climate of mutual understanding and respect in the solution of common problems.

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

- C. The Town may sub-contract and/or may employ a person or persons for the purpose of providing nursing services to the community outside of normal working hours and any such persons so employed shall not be covered under the terms of this Agreement.
- D. The Town shall permit an employee to inspect his/her personnel file, by appointment made in advance with the Human Resources Department. An employee shall receive a copy of any notice of disciplinary action or formal evaluation that is placed in the employee's personnel file. The Town, within a reasonable time after receipt of a written request from an employee, shall provide such employee with an initial copy of documents contained in his/her personnel file at no charge to the employee. Subsequent requests for duplicate copies of documents in the personnel file may be subject to a fee reasonably related to the cost of supplying the requested documents. The Town shall provide the UPSEU/Union with copies of disciplinary documents and employee evaluations upon a request from the UPSEU/Union in writing which written request includes a statement that the information is sought in connection with a pending grievance or representation of an employee in a pending disciplinary matter.

### **32. DURATION**

This Agreement, except for those provisions specifically stated to take effect as of another date, shall take effect as of the date on which the Representative Town Meeting approves the resolution with respect to this Agreement, within fifteen (15) days after which the parties shall sign this Agreement. In the event of an arbitration award, this Agreement, except for those provisions specifically to take effect as of another date, shall take effect as of the date the award is accepted by the Representative Town Meeting. Any provisions of the Agreement which are retroactive, shall be retroactive for employees and retirees, but not for former employees who have been terminated or have resigned prior to the date on which the Agreement was signed by both parties or on which an arbitration award was accepted by the Representative Town Meeting.

This Agreement shall remain in full force and effect to and including June 30, 2019. All matters subject to collective bargaining between the parties have been covered, and this Agreement may not be reopened with respect to any subject matter.


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

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

TOWN OF GREENWICH

GREENWICH PUBLIC HEALTH NURSES  
UPSEU, UNIT 90

By   
Peter Tesei  
First Selectman

By   
Kevin Boyle, Jr.  
UPSEU President

03/20/2018

Date Signed

3/16/18

Date Signed

By   
Alfred C. Cava  
Director of Labor Relations

By   
Ruth Holz, Unit 90 President

3/20/18

Date Signed

3.21.18

Date Signed

## APPENDIX I

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

Classification	Grade	Step	Q	1-Jul-17		1-Jul-18	
				Hourly	Annual	Hourly	Annual
Public Health Nurse I - School Nurse - Maternal and Child Care - Adult Heath Nurse	N-1	1	1	\$37.4626	\$68,182	\$38.0246	\$69,205
			2	\$37.9353	\$69,042	\$38.5043	\$70,078
			3	\$38.4079	\$69,902	\$38.9841	\$70,951
			4	\$38.8806	\$70,763	\$39.4638	\$71,824
		2	5	\$39.3420	\$71,602	\$39.9321	\$72,676
			6	\$39.8371	\$72,504	\$40.4347	\$73,591
			7	\$40.3210	\$73,384	\$40.9258	\$74,485
			8	\$40.8162	\$74,285	\$41.4284	\$75,400
		3	9	\$41.3001	\$75,166	\$41.9196	\$76,294
			10	\$41.8177	\$76,108	\$42.4450	\$77,250
			11	\$42.3354	\$77,050	\$42.9704	\$78,206
			12	\$42.8530	\$77,993	\$43.4958	\$79,162
		4	13	\$43.3707	\$78,935	\$44.0213	\$80,119
			14	\$43.9109	\$79,918	\$44.5695	\$81,117
			15	\$44.4510	\$80,901	\$45.1178	\$82,114
			16	\$45.0024	\$81,904	\$45.6775	\$83,133
		5	17	\$45.5426	\$82,888	\$46.2257	\$84,131
			18	\$46.1053	\$83,912	\$46.7969	\$85,170
			19	\$46.6792	\$84,956	\$47.3794	\$86,230
			20	\$47.2419	\$85,980	\$47.9505	\$87,270
		6	21	\$47.8158	\$87,025	\$48.5330	\$88,330

# APPENDIX I, continued

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

Classification	Grade	Step	Q	1-Jul-17		1-Jul-18	
				Hourly	Annual	Hourly	Annual
Public Health Nurse II - Senior School Nurse - Communicable Disease and Adult Health	N-2	1	1	\$39.5445	\$71,971	\$40.1377	\$73,051
			2	\$40.0397	\$72,872	\$40.6403	\$73,965
			3	\$40.5348	\$73,773	\$41.1429	\$74,880
			4	\$41.0300	\$74,675	\$41.6454	\$75,795
		2	5	\$41.5251	\$75,576	\$42.1480	\$76,709
			6	\$42.0428	\$76,518	\$42.6734	\$77,666
			7	\$42.5604	\$77,460	\$43.1989	\$78,622
			8	\$43.0781	\$78,402	\$43.7243	\$79,578
		3	9	\$43.5958	\$79,344	\$44.2497	\$80,534
			10	\$44.1472	\$80,348	\$44.8094	\$81,553
			11	\$44.6873	\$81,331	\$45.3577	\$82,551
			12	\$45.2388	\$82,335	\$45.9173	\$83,570
		4	13	\$45.7789	\$83,318	\$46.4656	\$84,567
			14	\$46.3529	\$84,362	\$47.0481	\$85,628
			15	\$46.9268	\$85,407	\$47.6307	\$86,688
			16	\$47.5007	\$86,451	\$48.2132	\$87,748
		5	17	\$48.0634	\$87,475	\$48.7843	\$88,787
			18	\$48.6711	\$88,581	\$49.4011	\$89,910
			19	\$49.2675	\$89,667	\$50.0065	\$91,012
			20	\$49.8752	\$90,773	\$50.6233	\$92,134
		6	21	\$50.4716	\$91,858	\$51.2287	\$93,236

# APPENDIX I, continued

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

Classification	Grade	Step	Q	1-Jul-17		1-Jul-18	
				Hourly	Annual	Hourly	Annual
Public Health Nurse I - 12 month	N-1	1	1	\$37.4626	\$73,052	\$38.0246	\$74,148
			2	\$37.9353	\$73,974	\$38.5043	\$75,083
			3	\$38.4079	\$74,895	\$38.9841	\$76,019
			4	\$38.8806	\$75,817	\$39.4638	\$76,954
		2	5	\$39.3420	\$76,717	\$39.9321	\$77,868
			6	\$39.8371	\$77,682	\$40.4347	\$78,848
			7	\$40.3210	\$78,626	\$40.9258	\$79,805
			8	\$40.8162	\$79,592	\$41.4284	\$80,785
		3	9	\$41.3001	\$80,535	\$41.9196	\$81,743
			10	\$41.8177	\$81,545	\$42.4450	\$82,768
			11	\$42.3354	\$82,554	\$42.9704	\$83,792
			12	\$42.8530	\$83,563	\$43.4958	\$84,817
		4	13	\$43.3707	\$84,573	\$44.0213	\$85,841
			14	\$43.9109	\$85,626	\$44.5695	\$86,911
			15	\$44.4510	\$86,679	\$45.1178	\$87,980
			16	\$45.0024	\$87,755	\$45.6775	\$89,071
		5	17	\$45.5426	\$88,808	\$46.2257	\$90,140
			18	\$46.1053	\$89,905	\$46.7969	\$91,254
			19	\$46.6792	\$91,024	\$47.3794	\$92,390
			20	\$47.2419	\$92,122	\$47.9505	\$93,503
		6	21	\$47.8158	\$93,241	\$48.5330	\$94,639

# APPENDIX I, continued

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

Grade	Step	Q	1-Jul-17		1-Jul-18	
			Hourly	School Yr.	Hourly	School Yr.
N-1	1	1	\$37.4626	\$60,970	\$38.0246	\$61,885
		2	\$37.9353	\$61,740	\$38.5043	\$62,666
		3	\$38.4079	\$62,509	\$38.9841	\$63,447
		4	\$38.8806	\$63,278	\$39.4638	\$64,227
	2	5	\$39.3420	\$64,029	\$39.9321	\$64,989
		6	\$39.8371	\$64,835	\$40.4347	\$65,807
		7	\$40.3210	\$65,622	\$40.9258	\$66,607
		8	\$40.8162	\$66,428	\$41.4284	\$67,425
	3	9	\$41.3001	\$67,216	\$41.9196	\$68,224
		10	\$41.8177	\$68,058	\$42.4450	\$69,079
		11	\$42.3354	\$68,901	\$42.9704	\$69,934
		12	\$42.8530	\$69,743	\$43.4958	\$70,789
	4	13	\$43.3707	\$70,586	\$44.0213	\$71,645
		14	\$43.9109	\$71,465	\$44.5695	\$72,537
		15	\$44.4510	\$72,344	\$45.1178	\$73,429
		16	\$45.0024	\$73,241	\$45.6775	\$74,340
	5	17	\$45.5426	\$74,121	\$46.2257	\$75,232
		18	\$46.1053	\$75,036	\$46.7969	\$76,162
		19	\$46.6792	\$75,970	\$47.3794	\$77,110
		20	\$47.2419	\$76,886	\$47.9505	\$78,039
	6	21	\$47.8158	\$77,820	\$48.5330	\$78,988



# APPENDIX I, continued

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

Grade	Step	Q	1-Jul-17		1-Jul-18	
			Hourly	School Yr.	Hourly	School Yr.
N-2	1	1	\$39,5445	\$64,359	\$40,1377	\$65,324
		2	\$40,0397	\$65,165	\$40,6403	\$66,142
		3	\$40,5348	\$65,970	\$41,1429	\$66,960
		4	\$41,0300	\$66,776	\$41,6454	\$67,778
	2	5	\$41,5251	\$67,582	\$42,1480	\$68,596
		6	\$42,0428	\$68,425	\$42,6734	\$69,451
		7	\$42,5604	\$69,267	\$43,1989	\$70,306
		8	\$43,0781	\$70,110	\$43,7243	\$71,161
	3	9	\$43,5958	\$70,952	\$44,2497	\$72,016
		10	\$44,1472	\$71,850	\$44,8094	\$72,927
		11	\$44,6873	\$72,729	\$45,3577	\$73,820
		12	\$45,2388	\$73,626	\$45,9173	\$74,730
	4	13	\$45,7789	\$74,505	\$46,4656	\$75,623
		14	\$46,3529	\$75,439	\$47,0481	\$76,571
		15	\$46,9268	\$76,373	\$47,6307	\$77,519
		16	\$47,5007	\$77,307	\$48,2132	\$78,467
	5	17	\$48,0634	\$78,223	\$48,7843	\$79,396
		18	\$48,6711	\$79,212	\$49,4011	\$80,400
		19	\$49,2675	\$80,183	\$50,0065	\$81,386
		20	\$49,8752	\$81,172	\$50,6233	\$82,389
	6	21	\$50,4716	\$82,143	\$51,2287	\$83,375

## APPENDIX II

- A. All employees shall be advanced the appropriate step (or 1/4 portion thereof) on July 1.
- B. Increments of one-quarter (1/4) of the annual increment for each nearest full one-quarter (1/4) year of service will be given for service begun during the fiscal year, or for promotion made during the fiscal year.
- C. Employees shall be paid at the rate specified in the wage scale commensurate with their length of service.
- D. Increments are shown for the purposes of this agreement only and are not to be construed as guaranteed for the purposes of future agreements.
- E. All steps shall be attainable after one (1) year at the preceding step. Advancement to a succeeding step shall not be automatic and shall be made only upon completion of the required period of satisfactory service at the current step based on an evaluation by the Division Director pursuant to Section 26C of this Agreement. The Division Director may withhold an increment from an employee upon the filing of an unsatisfactory performance report with the employee and the Director of Human Resources.
- F. The Director of Health or Superintendent of Schools, as applicable, with the concurrence of the Director of Human Resources shall consider previous experience, additional responsibilities, and educational qualifications in determining the starting step on the wage scale for new employees.

### APPENDIX III

#### SCHEDULE OF DENTAL BENEFITS

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