

AGREEMENT

BETWEEN

THE BOROUGH OF NAUGATUCK

And

CONNECTICUT HEALTH CARE ASSOCIATES

**NATIONAL UNION OF HOSPITAL AND HEALTH CARE
EMPLOYEES
AFL-CIO**

JULY 1, 2011 TO JUNE 30, 2014

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Introductory paragraph	1
	Preamble	1
Article I	Recognition	1
Article II	Definitions	1-2
Article III	Seniority	2
Article IV	Hours of Work	3
Article V	Conditions of Employment	3-4
Article VI	Discipline or Discharge	4
Article VII	Safety and Health	4
Article VIII	Holidays	4-5
Article IX	Personal Days	5
Article X	Vacations	5-6
Article XI	Sick Leave	7-8
Article XII	Leaves	8-9
Article XIII	Education	9-10
Article XIV	Probationary Employees	10
Article XV	Transportation and Uniform Allowance	10
Article XVI	Negotiations and Conference	10
Article XVII	Grievance Procedure	10-12
Article XVIII	Pension	12
Article XIX	Insurance	12-15
Article XX	Union Activity	15
Article XXI	Dues and Union Security	15-16
Article XXII	Copies of Agreement	16
Article XXIII	Personnel Files	16
Article XXIV	Wages	16-17
Article XXV	Part Time Employee Benefits	17
Article XXVI	Miscellaneous	17
Article XXVII	Duration	17-18
Appendix A	Beeper Rates	19
Appendix B	Wage Rates – Physical Therapy	20
Appendix C	Wage Rates - Registered Nurse	21
Appendix D	Wage Rates – Senior Nurse B.S. – M.S.	22
Appendix E	Modification and Addendum to Borough of Naugatuck Ordinance #83	23-24

This Agreement entered into and between the Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO (hereinafter referred to as “CHCA” and the Borough of Naugatuck (Hereinafter referred to as “BON”), as of this _____ day of _____ 2011.

PREAMBLE

WHEREAS, Home Care Nursing is a field of specialization within the nursing profession; and

WHEREAS, Physical Therapy is a profession vital to delivering health care; and

WHEREAS, the Borough of Naugatuck is conscious of the need to maintain professional visiting nursing service and physical therapy for the community; and

WHEREAS, the Registered Nurses and the Physical Therapists of the Visiting Nurse’s Association of the Borough of Naugatuck have elected a professional union to assist them in obtaining their professional as well as economic and employment goals;

WHEREAS, The intent of this Agreement is to provide the highest professional standards of care in servicing the needs of the community; and

WHEREAS, the Borough of Naugatuck recognizes that the efficient, harmonious and economical operation of the Naugatuck Visiting Nurse Association demands recognition of the legitimate, economic and working condition aspirations of its Registered Nurses and Physical Therapists in the Visiting Nurse Association.

NOW, THEREFORE, THIS AGREEMENT is effective by and between the Borough of Naugatuck and the CONNECTICUT HEALTH CARE ASSICATES, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO (hereinafter referred to as “CHCA”).

ARTICLE I – RECOGNITION

The BON recognizes CHCA as the exclusive representative for purposes of collective-bargaining with respect to rates of pay, wages hours of employment or other conditions of employment of all full time and part time Professional Health Care Employees employed by the BON.

ARTICLE II – DEFINITIONS

Section A: The term registered Professional Nurse refers to a Primary Care Nurse (hereinafter referred to as PCN) who performs various nursing duties in the community, in the home and interviews patients, performs specified diagnostic tests, gives prescribed treatments, records data, makes necessary referrals and follow-up home visits, serves as a health consultant to the patient and family members in regard to health needs, prepares, administers and supervises a patient care plan for the patient for which she is responsible, and demonstrates clinical judgment which leads to and emanates from gathering and interpreting comprehensive and

detailed information required to identify both present and future help needs to evaluate the effectiveness of services provided. Possession of a current license as a Registered Nurse issued by the State of Connecticut is necessary, as well as at least two years of experience as a professional nurse with preferably one year's experience in home care nursing. The PCN works under the supervision of the Director of Nursing and the Nursing Supervisor.

Section B: The term-Physical Therapist refers to a registered Physical Therapist (herein referred to as P.T.) who is responsible for providing general rehabilitation service to patients in needs of such service in the community, in the home, and visits patients to evaluate the level of function and needs of the patient and family; admits patients for continuing service based on physical, mental and sociological assessment, maintains records, prepares a plan of care encompassing rehabilitative needs; duration of care, testing and family and ancillary instruction for patient care; is responsible for reference to other health service agencies; and participates in case conferences with other staff members. Possession of a current license as a Physical Therapist by the State of Connecticut and at least three years of experience is required. A.P.T. works under the direction of the Supervisor of Clinical Services.

Section C: The term per diem refers to an individual who has no regularly scheduled hours and is used to provide coverage for absent staff. Per diem individuals shall not be covered by the terms and conditions of the Agreement.

ARTICLE III – SENIORITY

Section A: Seniority means length of continuous employment by the BON in a position covered by this Agreement from date of hire. An Employee will acquire seniority under this Agreement after completing her probationary period in a position covered by this Agreement and her seniority will then date back to the beginning of such period.

1. For purposes of layoff only, a part time employee's seniority shall be prorated according to the number of hours worked; for example, an employee who works twenty eight (28) hours per week, shall have 4/5's of a year credit for each year worked.

Section B: Layoffs

1. Layoffs will be made within the classification with probationary employees being laid off first and the least senior employee next according to their individual seniority.
2. Employees will have recall rights for a two (2) year period. Recall shall be in the reverse order of layoff.
3. CHCA shall be given two (2) weeks notice of the layoff, and each employee who is to be laid off shall be given two (2) weeks notice or pay in lieu thereof.

ARTICLE IV – HOURS OF WORK

Section A: The normal work schedule for a Full Time Employee shall consist of five (5) days a week, thirty-five (35) hours, with a normal work day of seven (7) hours, exclusive of a duty free one-half (1/2) hour unpaid lunch. The normal work schedule for a Part Time Employee shall consist of less than thirty-five (35) hours per week.

The normal schedule for a “weekend” nurse shall consist of weekend days and holidays. Said weekend nurse shall not be eligible for any benefits.

Section B: Employees shall be paid one and one-half (1 ½) times their base hourly rate for time worked in excess of forty (40) hours in a work week.

Section C: Employees who work or who are “on call” on a holiday shall be paid two (2) times their base hourly rate in addition to their holiday pay.

This section shall be in effect for regular Monday – Friday staff only if the BONA is unable to hire weekend staff or same is unavailable as defined in Section A above.

Section D: Weekend staff and regular staff on call and called in shall be paid \$30 per hour for all hours worked or one and one half times their regular rate for hours over forty in a work week if regular staff.

Section E: In the event VNA is closed due to inclement weather, the employee shall be paid for all her regularly scheduled hours for that day.

Section F: If an employee is called back to work after her regularly scheduled hours, during Monday through Friday, she shall be guaranteed a minimum of four (4) hours pay, regardless of whether or not she works four (4) hours.

ARTICLE V - CONDITIONS OF EMPLOYMENT

Section A: Confirmation of appointment of job description and salary shall be in writing and given to each newly hired employee.

Section B: A copy of the contract shall be available in the offices of the VNA and the Office of the Borough Clerk of the BONA.

Section C: Evaluation

1. Evaluation and recording of an employee’s work performance shall be done at the end of the probationary period and annually thereafter.
2. Each evaluation report shall be reviewed with the employee by her immediate supervisor and a copy of the report shall be given to the employee at the time of such review.

3. Each nurse shall be given the opportunity to make comment in writing on any evaluation and to discuss her professional growth and accomplishments with the Director of VNA.

Section D: Time for participation in educational institutes, workshops, seminars or meetings which will improve the individual's on-the-job performance may be granted by the Director of VNA subject to the approval of the Mayor or his designees, for up to three (3) days per employee (full-time and part-time) per year. The BON will pay the cost of registration fees that may include meals. If the employee attends workshops or meetings that extend beyond the normal workday, she shall receive compensatory time off for all such time.

Section E: Each employee shall participate in all in-service programs made available by the VNA. The employee shall be paid her base hourly rate while attending such programs.

Section F: The name and address of each newly hired employee shall be forwarded to the Union by the Borough of Naugatuck.

ARTICLE VI - DISCIPLINE OR DISCHARGE

No employee shall be disciplined or discharged by the BON except for just cause. An employee shall receive a copy of any written warning or notice of disciplinary action which is placed in her personnel file.

ARTICLE VII - SAFETY AND HEALTH

Section A: Should an employee feel that her work requires her to be in unsafe or unhealthy situations, in violation of said accepted safety rules, the matter shall be presented to the Director of Nurses. If the matter is not adjusted satisfactorily within a reasonable time, it may be processed according to the grievance procedure of this Agreement.

Section B: A new employee shall receive orientation to her position according to her individual needs.

ARTICLE VIII - HOLIDAYS

Section A: The following holidays shall be observed as days off with full pay:

New Years Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day after Christmas
Labor Day	

Section B: Holidays shall be celebrated on the day designated under state or federal law. In the absence of such state or federal law, holidays falling on a Saturday shall be celebrated on the preceding day and holidays falling on a Sunday shall be celebrated on Monday.

Section C: When a holiday occurs during regular vacation, said holiday shall be charged as a holiday and shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to the employee and the Department Head or Mayor. For example, if an employee is on vacation from Monday through Friday and a holiday occurs on a Wednesday, the result is that the employee shall be charged for 4 vacation days and one holiday (which she is entitled to).

Section D: Payments for holidays shall be included in a paycheck for the pay period in which the holiday occurs.

Section E: Employees who are required to work on a holiday shall be paid double time in addition to holiday pay.

Section F: Part time employees shall receive prorated holiday benefits according to the number of hours worked.

Section G: In the event of an unforeseen national or state holiday, and it is declared as such each employee shall receive an additional day.

Section H: Employees who work on the actual holiday such as July 4th, shall be paid the premium referred to in Section E above. Employees who work on a holiday referred to in Section B above shall not receive the premium.

ARTICLE IX - PERSONAL DAYS

Section A: Employees shall receive three (3) personal days a year off at their base rate of pay.

Section B: Employees shall be allowed to bank any unused personal days as accumulative sick days subject to the provisions of Article XI Sick Leave.

ARTICLE X - VACATIONS

Section A:

1. Annual vacation leave with pay shall be earned by all full time employees on an anniversary year basis and shall be taken on the basis of her anniversary year. For example: A nurses hired April 1 will have the anniversary year of April 1 through March 31st to take her vacation.

2. Annual vacation leave with pay shall be earned by all full time employees as follows:

<u>Term of Service</u>	<u>Vacation Period</u>
1 year, 1 day to 5 years	3 weeks – (1 of which may be taken after the initial six (6) months of employment).
5 years, 1 day to 15 years	4 weeks
15 years, 1 day to 34 years	5 weeks
35 years	6 weeks

Section B: The VNA will endeavor to schedule vacations according to the preference of the employees involved. When a conflict arises as to choice of vacation dates, the employee in each classification with the greatest seniority shall be given preference.

Section C: When an employee has no sick leave available, he/she may elect to take unused vacation.

Section D: In the event of an employee's death, payment for unused vacation shall be made to the employee's surviving spouse of their estate if there is no surviving spouse. Such payment will be made to a surviving spouse within six (6) weeks to the date of death, in one lump sum, providing it does not cross the fiscal year. In event it does cross the fiscal year, payment will be made in two (2) installments, the second installment being made within three (3) weeks of the first installment.

In the event that there is no surviving spouse of the employee, such payment will be made to the estate of the employee within six weeks of the appointment of a fiduciary of said estate, in one lump sum, providing it does not cross the fiscal year. In the event it does cross the fiscal year, payment will be made in two (2) installments, the second installment being made within three (3) weeks of the first installment.

Section E: Vacation time is not cumulative from year to year provided that employees may defer up to ten (10) days of vacation into the next fiscal year if unable to take vacation days due to staffing needs or illness.

Section F: Part time employees shall receive the same weeks vacation but at her scheduled hours of work per week.

Section G: An employee who becomes ill or injured while scheduled to go on vacation or is on vacation shall have the opportunity to change her vacation schedule.

Section H: An employee who resigns shall be entitled to receive accrued vacation pay.

ARTICLE XI - SICK LEAVE

Section A: After completion of the probationary period, each employee shall be credited with, annually on July 1st fifteen (15) days per year, cumulative to a maximum of one hundred ten (110) days, of paid leave for non-job related illness or injury or due to pregnancy. Sick days accrued during the probationary period shall be credited upon the employee's successful completion of the probationary period.

Section B: A doctor's certificate will be necessary for five (5) consecutive days of absence, or after nine (9) sick days in any sixty (60) day period.

The Borough may require a certification signed by a physician if absences from work occur frequently or habitually, or the employee has a pattern of absenteeism.

Section C: For absence from work because of illness or injury (which illness or injury is not compensable under the Connecticut Worker's Compensation Act) or pregnancy or absent from work for medical or dental treatment which cannot be scheduled during the employee's non-working hours, sick leave shall be granted without loss of the employee's regular daily salary to the extent of the employee's sick leave eligibility pursuant to Paragraph A above.

Section D: In the event of the death of the employee, the Borough of Naugatuck will pay to the employee's spouse or her dependent children or to her estate, if there are no spouse or dependent children, a sum equal to her regular daily salary for each day accumulated sick leave or fraction thereof that the deceased employee had accumulated up to the date of his/her death subject to a maximum of 90 days. For the purpose of computation, five (5) working days constitute one (1) week's salary.

Section E: Upon termination due to reduction in force, retirement or voluntary separation of service for good reason, after five (5) years of service, the Borough will pay to the employee an amount equal to his regular daily salary for each day of accumulated sick leave or fraction thereof the employee has accumulated up to the date of such termination, to a maximum of ninety (90) sick days. For purposes of computation, five (5) working days constitute one week's salary. The benefits of this paragraph and the preceding paragraph shall not be cumulative.

Section F: Long Term Disability

The provisions of ordinance #83 as the same apply to Long Term Disability (See section 2-160 of ordinance) are incorporated herein by reference.

Section G: Job Related Sick Leave

Employees who are absent from work as a result of a job-related injury or illness and who are eligible for and receiving temporary total disability benefits under the Worker's Compensation Act shall continue to receive pay in an amount equal to the difference between the employee's net base salary at the time of disablement and the amount of Workers Compensation received. This differential shall be paid until such time as the employee is able to return to her regular duties or other full time employment or until such time as she has reached maximum

improvement, certified by a physician selected by the Borough, but in no event for more than twelve (12) months.

Section H: When the serious illness of a member of the nurse's immediate family (parent, spouse, children or relative domiciled in the home) requires personal attendance, she may use her sick leave for such purpose to a maximum of fifteen (15) days provided she has at least 15 days accumulated, which leave may be extended at the sole discretion of the Mayor.

Section I: Part time employees shall receive prorated sick time in accordance with the number of scheduled hours worked which shall accumulate from year to year to a total of forty-five (45) days.

ARTICLE XII - LEAVES

Section A: Leave of Absence Without Pay

Employees may apply for an unpaid leave of absence for valid reasons such as sickness, illness, family crisis. Requests for a leave of absence shall be submitted in writing to the Director of Nursing at least two weeks in advance, except where an emergency prevents the giving of such notice giving the reason for the request and the dates of the desired leave. No leave shall exceed one year.

The employee shall have option to continue to pay all insurance benefits at group rate during the period of authorized leave.

Section B: Military Leave

Military Leave shall be granted in accordance with applicable state and federal law.

Section C: Jury Duty

Any employee called to jury duty shall be paid the difference between the employee's regular base salary and the fee received for serving as a juror. An employee called to jury duty shall furnish the Borough with a notice to serve and evidence of compensation and attendance.

Section D: Bereavement Leave:

1. Employee shall be granted leave with pay not to exceed three (3) working days in the event of a death of an immediate family member. For purposes of this section, immediate family members shall include parents, spouse, children, siblings, grandparents, grandchildren, son-in-law, daughter-in-law, stepparents, mother-in-law and father-in-law.
2. Employees shall be granted leave with pay not to exceed one (1) working day in the event of the death of a sister-in-law, brother-in-law, aunt or uncle.

3. The aforementioned days may be extended at the discretion of the Mayor, upon recommendation of the Director of Nurses.

Section E: Federal Family and Medical Leave Act

The employer shall provide all employees with those benefits required to be accorded to employees under and pursuant to the Federal FAMILY AND MEDICAL LEAVE ACT passed by the 103d congress as currently enacted and as may be amended from time to time, the provisions of which are incorporated herein by reference.

ARTICLE XIII - EDUCATION

Section A: An employee shall be entitled, following the successful completion of thirty (30) credit hours in a course related to her work, to the sum of \$200.00 a year in addition to what she otherwise would be entitled. All courses shall be subject to the approval of the Mayor, or his or her designee prior to enrollment.

Section B: An employee shall be entitled, following the successful completion of sixty (60) credit hours in a course related to her work, to the sum of \$400.00 a year in addition to what she otherwise would be entitled. All courses shall be subject to the approval of the Mayor or his or her designee prior to enrollment.

Section C: An employee shall be entitled, following the successful completion of ninety (90) credit hours in a course related to her work, the sum of \$600.00 a year in addition to what she would otherwise be entitled. All courses shall be subject to the approval of the Mayor or his or her designee prior to enrollment.

Section D: An employee shall be entitled, following the successful completion of a Bachelor's Degree in a course related to her work, above and beyond the minimum educational requirements for her position, to the sum of \$1,000.00 a year in addition to what she otherwise would be entitled. All courses shall be subject to the approval of the Mayor or his or her designee prior to enrollment.

Section E: An employee shall be entitled, following the successful completion of a graduate program with a Master's Degree in a course related to her work, above and beyond the minimum educational requirements for her position, to the sum of \$1,000.00 per year in addition to what she would otherwise would be entitled. All courses shall be subject to the approval of the Mayor or his or her designee prior to enrollment.

Section F: Said sum to which an employee is entitled shall be payable on or about August 1, in each year, upon written application and proof of said credits and/or degrees. Said Sections A, B, C, D and E above shall not be cumulative.

Section G: Employees who enroll in courses relative to their work with the Borough shall be reimbursed seventy-five percent (75%) by the Borough for the cost of tuition, books and

supplies. However, said sum shall not be due and payable to the employee unless and until proof of successful completion of the course involved, and the submission of invoices showing payment of said tuition, books and supplies shall be subject to the advance approval of the Mayor or his designee.

Section H: All books in connection with said courses successfully completed and for which payment is made to the employee shall become part of the Department Library for the use by all department personnel and shall belong to the Borough.

Section I: All schools must be fully accredited and all courses are subject to the approval of the Mayor or his designee.

ARTICLE XIV - PROBATIONARY EMPLOYEES

Newly employed PCN's and PT's in the VNA shall serve a probationary period of six (6) months from their date of hire. The Borough and the Union may, by mutual agreement, extend the probationary period by an additional one hundred twenty (120) days, on a case-by-case basis. During the probationary period or extended probationary period, if applicable, said employees shall have no seniority rights, but shall be subject to all clauses, except the Grievance Procedure, in this Agreement. Upon successful completion of the probationary period, seniority shall date from the original date of hire.

ARTICLE XV - TRANSPORTATION AND UNIFORM ALLOWANCE

Section A: Transportation allowance for all employees using their own cars for professional purposes shall be at the current IRS rate.

Section B: Payment for uniform allowance of \$650.00 per year for full time employees shall be in a separate check and paid in a lump sum during the month of July each year of this Agreement. Part-time employee shall receive a prorated amount according to the number of scheduled hours worked.

ARTICLE XVI - NEGOTIATIONS AND CONFERENCE

The employer agrees that the Union members engaged during a normal work day in negotiations with the Borough shall be entitled to release time within reason without loss of pay. No more than two employees representing the Union shall be released at the same time.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section A: The primary purpose of the grievance Procedure is to secure at the earliest step possible equitable solution to complaints or grievances of employees. Both parties agree that the proceedings under this Article shall be kept as informal and confidential as may be appropriate. The employer shall afford every employee the opportunity to have unobstructed use of this grievance procedure without fear of reprisal or without prejudice to her professional status.

Section B: Definitions

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

Section C: When requested by an aggrieved employee, the grievance committee person and/or the union representative may investigate any alleged or actual grievance in their assigned work area and assist in its presentation. The employee shall be allow reasonable time, therefore, during working hours, without loss of time of pay, upon notification to their immediate supervisor for purposes of discussion with the committee person an/or the union representative.

Section D: Procedure

Step 1 The grievance or dispute shall be presented to the Director of Nursing within thirty (30) days of the event which gave rise to the grievance or knowledge of the event which with reasonable diligence could have been ascertained. The Director of Nursing shall give her answer within three (3) days after presentation of the grievance or dispute.

Step 2 If no satisfactory settlement is reached at Step 1, within five (5) days after the answer of the Director of Nursing is given, the matter shall be referred to the Mayor or his designee. He shall – render a written decision within 10 (10) days of referral.

Step 3 Arbitration

If the grievance is not satisfactorily settled at Step 2, the Union may submit the dispute, within ten (10) days of the decision at Step 2, to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. The fees and expense, if any, of the arbitrator shall be shared equally by the BON and the Union.

Section E: Any grievance or dispute may be withdrawn at any step in the procedure by mutual agreement, without prejudice to the employee, the BON or the Union.

Section F: Exceptions to the time limits above may be made by mutual agreement between the parties.

Section G: Saturdays, Sundays and Holidays shall be excluded from the computation of the time limits.

Section H: Any grievance or dispute which affects more than one employee may be filed at Step 2 of the above procedure.

Section I: At Step 2 and Step 3 of the above procedure, members of the grievance committee and a representative of the Association may be present from Step 2 to Step 3.

ARTICLE XVIII - PENSION

Only employees hired by the Borough for bargaining unit positions prior to September 1, 2010 shall be eligible to participate in the Pension Plan established by Borough Ordinance #83.

Effective September 1, 2010, participants shall be required to contribute by payroll deduction the sum of five percent (5%) of their base pay to the Pension Plan Fund set forth under Ordinance #83. Accordingly, Section 5, Contributions, subsection A, shall be modified to reflect this change.

The parties agree that the Pension Plan established by Borough Ordinance #83 shall continue through and until, at a minimum, October 31, 2040 and shall not be subject to reopener during this time period.

The parties understand and agree that the only exceptions to reopening the Plan is if changes to applicable law require changes to the Plan to conform to such changes in the law.

Bargaining unit employees either new to the bargaining unit as of September 1, 2010 or hired by the Borough on or after September 1, 2010 shall not be eligible for the Pension Plan established by Borough Ordinance #83. Such employees shall be required to participate in the Borough's defined contribution plan with a minimum contribution of three percent (3%) annually.

The Borough shall contribute a maximum of three percent (3%) annually, as a match of the employee's contribution of three percent (3%); however, the employee may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional match by the Borough beyond the three percent (3%)).

The Borough's contribution shall be made on a weekly basis (however, in the event that the parties agree to bi-weekly pay for bargaining unit employees, such contributions will be made on a bi-weekly basis).

ARTICLE XIX - INSURANCE

Section A:

Effective July 1, 2011, all bargaining unit employees shall have the choice of the following plans for the eligible employee and his/her dependents (except where otherwise stated):

1. CIGNA Health Benefit Plan with a drug and vision rider (Option 1); or
2. CIGNA HDHP Plan with a vision rider (Option 2).

Effective July 1, 2011 eligible bargaining unit employees will contribute a cost-share toward the annual premium of the aforementioned plan in the following amounts:

	<u>July 1, 2011</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
CIGNA Health Benefit Plan	8%		
	9% (Jan. 1, 2012)	10%	11.5%
	<u>Jan. 1, 2012</u>	<u>Jan. 1, 2013</u>	<u>Jan. 1, 2014</u>
CIGNA HDHP Plan	2%	4%	6%

Option 1:

CIGNA Health Benefit Plan co-pays:

	2011-2012	2012-2013	2013-2014
Office	\$20	\$25	\$25
Inpatient	\$150	\$200	\$200
Outpatient	\$150	\$150	\$150
ER	\$100	\$100	\$100
Urgent Care	\$25	\$25	\$25
Prescription:	\$5/\$20/\$35	\$5/\$25/\$40	\$5/\$25/\$40
Deductible \$1,000/\$2,000/\$2,500			
70%/30%			

Option 2:

CIGNA HDHP: Effective January 1, 2012: \$2,000/\$4,000 deductible
 100% in network/70% out of network after deductible
 \$2,000/\$4,000 in network/\$4,000/\$8,000 out of network

If an employee elects the CIGNA HDHP Plan, in year 1 of the contract (January 1, 2012), the Borough agrees to contribute seventy-five percent (75%) of the deductible; in year two of the contract (January 1, 2013), the Borough agrees to contribute sixty-five percent (65%) of the deductible and in year 3 of the contract (January 1, 2014), the Borough agrees to contribute fifty percent (50%) of the deductible.

The parties acknowledge that the Borough's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Borough shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The employee will be responsible for opening the HDHP account and for any bank fees associated with maintaining the HDHP account. The Borough will make provisions for a before tax direct deposit payroll deduction for employees who elect the HDHP plan.

If an employee elects to change options, open enrollment shall take place in June and November of each year.

Employees who are 65 years of age or over and who are actively employed shall receive the same benefits.

The Borough shall have the right to change current insurance carriers or self-insure for all of or for some of the aforementioned insurance provided that such modification(s) substitute benefits are substantially equivalent to or better than the benefits set forth herein on an overall plan benefit basis.

Section B: The Borough shall provide and pay for medical and life insurance benefits at the level provided to retired employees as of September, 1988, to each employee who meets the following conditions: The employee was a participant in the Pension Plan and making contributions to the Pension Fund prior to September 26, 1988.

Section C: Said level of benefits as of October 1988 was as follows:

1. Under age 65:
 - a. hospitalization: semi-private plan;
 - b. Century 9T Plan Plus Vision Care Rider;
 - c. Major Medical Plan;
 - d. Prescription Drug Rider;
 - e. Life insurance equal to 25% of insurance at retirement
2. Age 65 or over:
 - a. Medicare Supplement Plan F (medical), with the applicable premium share contribution that was in effect at the time of the employee's retirement for the plan that the employee had elected.
 - b. Major Medical ceases at 65.
 - c. Life insurance equal to 25% of insurance at retirement.

Employees who are over the age of 65, who are eligible for Medicare, who retire after the effective date of this agreement, who were employed after September 1, 1988 and who were a

participant in the Pension Plan and making contributions after September 26, 1988, shall be provided with Medicare Supplemental Insurance Medicare and Hospital and Life Insurance equal to 25% of insurance at retirement.

Section D: The Borough shall have the right to change current insurance carriers or self-insure for all of or for some of the aforementioned insurance provided that such modification(s) substitute benefits are substantially equivalent to the benefits set forth herein on an overall plan benefit basis.

Section E: Employees eligible for health insurance benefits may waive coverage provided by the Borough and be paid 25% of the medical premium costs that that employee is eligible for at a maximum of \$1,500 for waiving individual coverage, \$2,500 for waiving two person coverage and \$3,500 for waiving family coverage, to be paid on June 30th of each fiscal year.

Employees wishing to waive insurance coverage shall deliver proof of health insurance coverage and a signed, witnessed waiver form to the Human Resources Director prior to May 1st of each fiscal year.

ARTICLE XX - UNION ACTIVITY

Section A: One Union Officer shall be allowed to attend official Union conferences not to exceed five (5) days per fiscal year without loss of pay for the period required to attend the function. Notification shall be in writing to be given to the Director of Nurses at least two (2) weeks in advance.

Section B: Employees within the bargaining unit may be represented by one (1) grievance committee person. The Union shall furnish the VNA the name of the grievance committee person. Alternate grievance committee persons may be appointed by the Unit Chairperson to serve in the absence of the regular committee person and the VNA shall be so notified in advance.

Section C: The VNA will provide a bulletin board to be available solely for the use of CHCA at the VNA.

ARTICLE XXI - DUES DEDUCTION AND UNION SECURITY

Section A: The CHCA will furnish the BON with a signed statement by the employee that she authorizes the Borough of Naugatuck to deduct from her wages bi-weekly dues. Such deduction shall continue for the duration of the Agreement or any extension thereof.

1. The deduction for any week shall be remitted to Connecticut Health Care Associates, 261 Center Street, Wallingford, Connecticut 06492, bi-weekly.
2. The bi-weekly dues remittance to the Union will be accompanied by a list of names of employees from whose wages deductions have been made.

Section B: All nurses and physical therapists who are on the active payroll and are members of CHCA as of the effective date of this Agreement, and all nurses and physical therapists who thereafter during the term of this Agreement become members of CHCA shall be required to maintain their membership in CHCA in good standing or pay an agency fee, as a condition of continued employment.

Section C: All nurses and physical therapists hired after the effective date of this Agreement and all nurses and physical therapists who as of the effective date of this Agreement are on the active payroll but are not members of CHCA shall become members of CHCA no later than the 7th day following the completion of their probation period or the effective date of this Agreement, whichever occurs later, and shall thereafter maintain their membership in CHCA in good standing or pay an agency fee, as a condition of continued employment.

Section D: For the purposes of this Article, a nurse or physical therapist shall be considered a member of CHCA in good standing if she tenders her periodic dues and initiation fee uniformly required as a condition of membership, and the existence of a check-off authorization pursuant to Section A shall be deemed a timely tender of such dues.

Section E: Subject to the provisions of Article XVII hereof, a nurse who has failed to maintain membership in good standing or pay agency fee, as required by this Article, shall, within twenty (2) calendar days following receipt of a written demand by the Borough from CHCA, a copy of which demand, shall be sent to the nurse in question requesting her discharge, be discharged if, during such period, the required dues and initiation or agency fee have not been tendered.

Section F: For the purpose of this Article, the effective date of this Agreement shall be July 1, 1995.

Section G: The CHCA agrees that it will save the Borough harmless from any claims or damages by reason of enforcing the provisions of this Article.

ARTICLE XXII - COPIES OF AGREEMENT

The Borough shall, within thirty (30) days after the signing of this Agreement, give each present nurse and physical therapist and to each new nurse and physical therapist when she is hired, a copy of this Agreement. Three (3) copies shall be given to the Staff Representative.

ARTICLE XXIII - PERSONNEL FILES

All employees shall have the right to review their personnel files, upon reasonable request, and at such time that the request will not interfere with the orderly operation of the BON.

ARTICLE XXIV - WAGES

The wages for all employees of the bargaining unit shall be as set forth in Appendix B, C and D attached hereto.

Employees shall receive longevity payments in a lump sum which shall be payable on or about October 30th of each fiscal year based upon their years of service as a bargaining unit employee as of October 1st of each fiscal year in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
5-9 years	\$200.00
10-14 years	\$300.00
15-19 years	\$400.00
20 years or more	\$500.00

ARTICLE XXV - PART TIME EMPLOYEE BENEFITS

Section A: Except as otherwise specifically provided herein, there shall be no prorated benefits for part time employees.

ARTICLE XXVI – MISCELLANEOUS

If an employee is absent from work for a period of twelve (12) consecutive months or more, regardless of the reason for such absence, the Town shall have the right to terminate the employee from employment with the Borough.

ARTICLE XXVII - DURATION

Section A: Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2011 and shall remain in effect through June 30, 2014, and shall be automatically renewed for successive twelve (12) month periods unless either party notifies the other in writing prior to March 1 that it desires to negotiate changes in this Agreement. Upon receipt of such notification, the parties shall arrange mutually convenient meetings for the purpose of consummating a new Agreement.

Section B: Any notices required by this Agreement shall be given by registered or certified mail as follows:

IF TO THE CHCA:

CHCA
261 Center Street
Wallingford, CT 06492

IF TO THE BOROUGH:

Office of the Mayor
Borough of Naugatuck
Town Hall-229 Church Street
Naugatuck, CT 06770

AND TO:

Office of the Borough Clerk
Borough of Naugatuck
Town Hall-229 Church Street
Naugatuck, CT 06770

Signed on this ____ day of _____ 2011.

For the:
BOROUGH OF NAUGATUCK

Mayor

For the:
CONNECTICUT HEALTH CARE
ASSOCIATES, NATIONAL UNION
OF HOSPITAL AND HEALTH
CARE EMPLOYEES, AFSCME, AFL-CIO

President

For the:
NATIONAL UNION OF HOSPITAL
AND HEALTH CARE EMPLOYEES
AFSCME, AFL-CIO

**APPENDIX A
BEEPER RATES**

<u>Effective Date</u>	<u>Daily Rate</u>	<u>Weekend Rate</u>
July 1, 2011	\$24.27	\$41.60
July 1, 2012	\$24.79	\$42.49
July 1, 2013	\$25.34	\$43.42

APPENDIX B
WAGE RATES – PHYSICAL THERAPY

		07/1/11	07/1/12	07/1/13	
		\$29.49	\$30.12	\$30.78	

**APPENDIX C
WAGE RATES – REGISTERED NURSE**

		07/1/11	07/1/12	07/1/13	
STEP 1		\$19.76	\$20.18	\$20.62	
2		\$20.14	\$20.57	\$21.02	
3		\$20.55	\$20.99	\$21.45	
4		\$21.07	\$21.52	\$21.99	
5		\$21.61	\$22.07	\$22.56	

There shall be no step movement in contract years 2011-2012, 2012-2013 or 2013-2014

**APPENDIX D
WAGE RATES – SENIOR NURSE B.S. – M.S.**

		07/1/11	07/1/12	07/1/13	
STEP 1		\$20.03	\$20.46	\$20.91	
2		\$20.30	\$20.74	\$21.20	
3		\$20.89	\$21.34	\$21.81	
4		\$21.38	\$21.84	\$22.32	
5		\$21.98	\$22.45	\$22.94	
6		\$22.51	\$22.99	\$23.50	
7		\$23.07	\$23.57	\$24.09	
8		\$23.64	\$24.15	\$24.68	
9		\$24.25	\$24.77	\$25.31	

There shall be no step movement in contract years 2011-2012, 2012-2013 or 2013-2014

APPENDIX E

Modification and Addendum to Borough of Naugatuck Ordinance #83 as it relates to the Pension Plan for Borough of Naugatuck employees represented by the Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO

The Borough of Naugatuck (hereinafter the “Borough”), by Borough Ordinance #83, “ordained creating alternative pension plan and a supplemental pension plan for certain non-union employees (hereinafter the “Pension Plan”)”.

Borough employees represented by the Connecticut Health Care Associates, National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO (hereinafter the “Union”) receive pension benefits under the Pension Plan.

The Borough and the Union agree to the following modifications to the Pension Plan:

Only employees hired by the Borough for bargaining unit positions prior to September 1, 2010 shall be eligible to participate in the Pension Plan.

Section 5, Contributions, subsection A, of the Pension Plan shall be deleted and replaced with:

Effective September 1, 2010, participants shall be required to contribute by payroll deduction the sum of five percent (5%) of their base pay to the Pension Plan Fund set forth under Ordinance #83.

The parties agree that the Pension Plan shall continue through and until, at a minimum, October 31, 2040 and shall not be subject to reopener during this time period.

The parties understand and agree that the only exceptions to reopening the Pension Plan is if changes to applicable law require changes to the Pension Plan to conform to such changes in the law.

Bargaining unit employees either new to the bargaining unit as of September 1, 2010 or hired by the Borough on or after September 1, 2010 shall not be eligible for the Pension Plan. Such employees shall be required to participate in the Borough’s defined contribution plan with a minimum contribution of three percent (3%) annually.

The Borough shall contribute a maximum of three percent (3%) annually, as a match of the employee’s contribution of three percent (3%); however, the employee may, on a voluntary basis, contribute up to the maximum amount allowed by applicable law (with no additional match by the Borough beyond the three percent (3%)).

The Borough's contribution shall be made on a weekly basis (however, in the event that the parties agree to bi-weekly pay for bargaining unit employees, such contributions will be made on a bi-weekly basis).

Borough of Naugatuck

Connecticut Health Care Associates,
National Union of Hospital and Health Care
Employees, AFSCME, AFL-CIO

Dated: _____

Dated: _____