

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF GREENWICH

AND

SILVER SHIELD ASSOCIATION, INC.

July 1, 2004 - June 30, 2008

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COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE TOWN OF GREENWICH  
AND  
THE SILVER SHIELD ASSOCIATION, INC.

The TOWN OF GREENWICH ("Town") and THE SILVER SHIELD ASSOCIATION, INC. ("ASSOCIATION") agree as follows:

ARTICLE I  
RECOGNITION

In accordance with Sections 7-467 to 7-477 of the Connecticut General Statutes, as amended, the Town recognizes the Association as the exclusive bargaining representative for all permanent uniformed and investigatory personnel (employee/s) with the Greenwich Police Department as specified in Appendix I.

ARTICLE II  
NOTICE

The Town shall provide copies of this Agreement for distribution to all present employees who are covered under the terms of this Agreement.

ARTICLE III  
WAGES

A. The annual wages of employees of the bargaining unit shall be payable at the appropriate rate per year as set forth in Appendix I to this agreement.

B. PAYROLL DEDUCTION

The Town shall deduct monthly, and remit to the Silver Shield Association Treasurer, the Association's dues from the earned wages of each Association member any such amount as determined by the Association in accordance with this Agreement provided that at least one (1) month's notice is given the Town of any dues change. The dues shall be uniform and not changed more than annually.

The Town shall deduct from the wages of the members and association members and remit to the Association, regular Association dues for those employees who sign authorizations permitting such action and a service fee (not to exceed Association dues) for those employees who have not joined the Association by signing said authorization. It shall be a condition of employment that each employee covered by this agreement shall provide the Town with an authorization to make said deductions. The Association shall hold the Town harmless from the implementation of this paragraph.

ARTICLE IV  
COLLECTIVE BARGAINING

- A. All collective bargaining with respect to hours of work, wages, grievance procedure, and other conditions of employment shall be conducted by authorized representatives of the Association and authorized representatives of the Town.
- B. Three members of the Association negotiating committee shall be granted leave from duty with full pay for all reasonably necessary meetings with the Town for the purpose of negotiation of the terms of a contract when such meetings take place at a time during which such members are scheduled to be on, as long as the time off does not interfere unreasonably with Town business, in which case the meeting shall be promptly rescheduled.
- C. The members of the Association grievance committee shall also be granted leave from duty with full pay for all reasonably necessary meetings concerning the processing of grievances, when such meetings are held at a time when such members are scheduled to be on duty, as long as the time off does not interfere unreasonably with Town business.
- D. Duly designated delegates and duly designated officers of the Association shall be granted leave from duty with full pay for Police Association business, provided that the total combined leave time for all individuals shall not exceed thirty-five (35) days for this purpose in a fiscal year, and as long as the time off does not interfere unreasonably with Town business.
- E. In all cases in which leave from duty is involved such leave shall be taken in accordance with Article IV only at such times as are necessary to complete the business specified under this Article.
- F. For purposes of this leave from duty with pay under Article IV there shall be no more than five (5) members or alternates on each such committee.

ARTICLE V  
HOURS AND WORK WEEK

- A. The normal workweek is 35.37 hours a week
- B. The Town shall retain the right to schedule days off and tours of duty; except no employee shall be transferred from one regular squad assignment to another squad assignment without at least five (5) days notice prior to the date of transfer, except during an emergency as defined in Paragraph C of this Article. The penalty for non-compliance shall be payment of overtime, as required by Article VI, E, of this agreement, to the employee assigned without the notice required hereunder. Such overtime shall be paid solely for that number of days by which the notice is shorter than the five-day notice required by this Section. Whenever possible, the seniority of the employee shall be considered in making the transfer.

- C. For purposes of this Agreement, emergencies shall include only those bona fide local emergencies such as civil disorders, panics, hurricanes, tornadoes, floods, and threat to life and limb of the citizens of the Town, which are declared by the First Selectman of the Town of Greenwich, the Governor of the State, or the president of the United States and which require unusual and immediate police services. Unusual and extreme weather conditions, except as expressly set forth in this Article, shall not constitute an emergency.
- D. An employee who is called and reports to work on a day shift that begins one hour before or one and one-half hours after the employee's regularly scheduled day shift shall be paid one (1) additional hour of pay, at straight time, if notification to the employee is made less than eight (8) hours prior to the start of the scheduled day shift. An employee who is scheduled to work the night or evening shift and has his or her reporting time changed by one or more hours shall be paid one (1) additional hour of pay, at straight time, if notification to the employee is made less than four (4) hours prior to the start of the scheduled night or evening shift. An employee who receives the required eight (8) or four (4) hours notice is not entitled to receive the additional hour of pay.

#### ARTICLE VI OVERTIME

- A. All employees shall be paid at the rate of one and one-half (1 1/2) times their regular straight time hourly rate for overtime as defined in this Article VI.

All employees may be required to work overtime of a reasonable duration and under reasonable circumstances. Before ordering an employee to work overtime, the Town shall first seek volunteers in accordance with the existing procedure. If there is no volunteer available, the least senior employee on the volunteer list for the appropriate rank shall be ordered in. If the least senior employee cannot be reached, the next least senior shall be called, etc. If no employee on the volunteer list for the appropriate rank can be reached, the least senior off duty employee in the appropriate rank may be ordered in. If no off duty employee in the appropriate rank can be reached, the least senior on-duty employee in the appropriate rank may be ordered to remain. The definition of "appropriate rank" shall be determined in accordance with existing practice. An employee shall not be eligible to work overtime, blue payroll or side jobs on the tour that is immediately contiguous to the tour that the employee was absent due to sick leave or injury leave. An employee is not subject to this provision if his or her treating physician certifies that he or she is able to resume full duty.

- B. Overtime shall consist of the following:
  - 1. Hours worked beyond forty (40) hours during a forty (40) hour workweek schedule, and hours worked beyond thirty-two (32) hours in a thirty-two (32) hour workweek schedule.

2. All time worked during what would normally be off-duty hours, as directed by the Officer in charge (including the situation where an employee is called to work prior to his normal tour of duty) and in this event the employee shall be entitled to a minimum of four (4) hours pay at the overtime rate unless the time in question immediately follows a normal tour of duty, in which event there shall be no maximum overtime guaranteed.
- C. Any employee required to be in court in connection with criminal, traffic or civil proceedings connected with official duties as a police officer on a day on which he/she would otherwise be off duty shall receive an additional full day's pay at straight time regardless of the number of hours he/she is required to spend in court.  
When an employee is working his/her regular tour of duty and is required to be present at any of the aforementioned proceedings that go beyond the employee's normal work schedule, such additional time spent at such proceedings shall be calculated as overtime.
  - D. Overtime shall not include required attendance at disciplinary hearings in which the employee is the subject of the hearing, physical exams, voluntary service on or attendance at panels or forums, or educational classes which are not a designated part of the training program established by the Town pursuant to the provisions of Article V of this Agreement.
  - E. An employee required to work on a day other than that regularly scheduled for him/her shall be compensated for such work at one and one-half (1 1/2) times his/her regular straight time hourly rate unless he/she shall have received five (5) days prior notice of such change of schedule, except in an emergency as defined in Paragraph C of Article V of this Agreement.
  - F. Overtime work shall be offered to employees on the regular force before engaging special police officers, except under such circumstances as make it impractical to offer the work to a member of the regular force, but nothing contained in this Article shall otherwise restrict the use of special police officers.
  - G. Regular straight time hourly rates shall be computed by dividing the daily rate provided for herein by eight (8) hours. Regular straight time daily rates for purposes of computing overtime, holiday pay, and court days shall be computed by dividing the annual salary provided for herein by two hundred (200).
  - H. No overtime shall be worked except with specific authorization of the employee's superior officer and may be required in the event of emergency as defined in Paragraph C of Article V of this Agreement.
  - I. All compensation for overtime shall be paid not later than the next pay period from the date overtime was worked.

- J. All work performed by employees in addition to their regular duty tours and for the Town or any of its agencies while performing police duties shall be considered overtime unless the Association waives that designation in a particular instance for cause.
- K. Employees assigned to the Detective, Youth and Marine Divisions shall receive as standby pay the amount of ten dollars (\$10.00). Said standby pay shall be paid only to those employees assigned to the Detective, Youth and Marine Divisions who work the third shift in those units. The employee assigned by the Chief of the Department as the Communication/Computer Technician shall be required to be on stand-by on each workday and shall receive the ten-dollar (\$10.00) standby payment for each workday on standby. Said pay and procedures shall be in accordance with past practice. Standby pay shall not be paid if the employee is called back to duty on an overtime basis. To be eligible to receive standby pay, the employee must be reachable by the department and available to report for duty for four (4) consecutive hours following the end of their tour of duty.
- L. 1. The Town may grant to an employee compensatory time in lieu of cash overtime as permitted by the Fair Labor Standards Act Title 29 United States Code, Chapter 8, and Section 207(o). The Police Chief shall have the option to offer compensatory time in lieu of cash overtime to an employee for working overtime as overtime is defined in paragraph B in this Article. The employee may refuse the offer of compensatory time and receive cash payment for the overtime worked as otherwise provided for in this Article. Compensatory time shall be credited to the employee in the same manner as cash overtime (on a time and one-half basis).
2. An employee may make a request to be excused from duty charged against accrued compensatory time in the same manner as requests are made for annual vacation and single vacation days; however the two-day vacation limit that applies for single vacation day requests shall not apply. The approval of requests to be excused from duty charged against accrued compensatory time is subject to the manpower and operational requirements of the Department.
3. An employee may accrue a maximum of three hundred eighty (380) hours of compensatory time. The Chief of the Department may direct an employee who has accrued greater than three hundred thirty (330) compensatory hours to be excused from duty charged against accrued compensatory time for all or a portion of the hours accrued above the three hundred thirty (330) hours. The employee shall be provided with a minimum of ten (10) days written notice that s/he is being excused from duty.
4. The Chief of the Department may place an employee who has filed an application for retirement on paid leave charged against compensatory time to reduce or exhaust the employee's accrued compensatory time. However, an employee who has accrued 150 or more hours in compensatory time and is considering retirement shall provide the Chief of the Department with sixty (60) calendar days notice of his/her date of retirement. An employee shall be paid for all accrued compensatory time upon separation from

employment with the Town and in the event of death to the employee's estate. Payment of compensatory time is non pensionable. In the event the Chief places the employee on paid compensatory leave, the employee shall continue to receive any shift differential that s/he was receiving at the commencement of such paid leave for the duration of such paid leave.

5. Effective with the signing of this Agreement, an employee who has in excess of the three hundred eighty (380) hours are grandfathered and not subject to the terms of paragraph 3.

- M. The practice of permitting employees to exchange tours of duty shall continue, subject to the rules and procedures regulating such exchanges as may be issued by the Chief of the Department. In no event shall such exchange in duty result in the employee earning or being paid for overtime for working the other employee's tour of duty. The Association shall indemnify and hold the Town harmless against any and all claims, including attorneys' fees and court costs, that may be made by employees under state or federal statutes for overtime payment resulting from the exchange of tours of duty.

#### ARTICLE VII HOLIDAYS

- A. Each employee shall receive twelve (12) days holiday pay in lieu of time off on holidays. For purposes of this Agreement the holidays are: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas.
- B. An employee who works a minimum of four (4) hours of overtime on a "premium Holiday" shall receive compensatory time at eight (8) hours straight time in addition to the overtime. The "premium holidays" shall be: New Year's Day, Easter Sunday, July 4<sup>th</sup>, Thanksgiving Day and Christmas Day. This provision does not apply to blue payroll.
- C. The holiday payment provided in paragraph A of this Article shall be paid in two equal installments: six (6) days paid on the first Friday in June and six (6) days paid on the first Friday in December. These payments shall be paid in a separate payroll check from the regular bi-weekly payroll.

#### ARTICLE VIII WORKING OUT OF CLASSIFICATION

- A. Whenever an employee is required to work in an acting capacity in a higher salaried classification than his regular classification as designated by the Chief or his representative (e.g., Acting Sergeant, Lieutenant, Probationary Detective, or Juvenile Officer), such employee shall receive the difference between his regular pay and the next higher pay step in the scale for the next higher classification above his own. For the purpose of this provision no employee shall be deemed to be in an acting capacity when he shall have worked less than four (4) hours in the capacity. The employee shall be paid

pro rata for each four (4) hours or more in the acting capacity. No employee shall receive more pay than that of the next higher rank.

- B. An employee in a non-supervisory classification may be assigned for training purposes, as a Youth Officer, Detective or Court Technician (trained employee) for a period not to exceed ninety (90) calendar days without the additional compensation provided above in Article VIII (A), if all of the following conditions are present: (i) the employee has no prior experience in the higher salaried classification; (ii) the assignment is not to be used to otherwise avoid the department's decision to hire on overtime; (iii) the assignment is not to be considered by the Department in meeting its daily staffing requirements; and, (iv) the assignment shall not be used to avoid filling vacant budgeted positions. In the event any one of these conditions are not present during the period while the employee is so assigned, the employee shall receive out of class pay for such tour or part thereof. If said employee is assigned as a court technician, either during or after the training period, he or she shall receive out of class pay for the entire tour. Employees assigned to any of the positions set forth in this paragraph shall have preference for overtime in such assignment over a "trained employee".

ARTICLE IX  
SICK LEAVE

- A. An employee shall earn sick leave at the rate of one (1) day per month for each year of continuous service through completion of the ninth (9th) year of service and one and one half (1 1/2) per month for each year of service commencing with the beginning of the tenth (10th) year of service. Sick leave may be accumulated to a maximum of one hundred and eighty (180) days.
- B. At the time of retirement or death under the provisions of this agreement, an employee, his/her heir or estate, shall be paid at the rate of their last position for accumulated sick leave according to the following schedule:

<u>Accumulated Sick Leave</u>	<u>Percentage Paid</u>
0 – 40 days	0%
41 – 90 days	25%
91 – 135 days	35%
136 – 180 days	40%

An employee hired on or before July 1, 1996 shall continue to receive fifty percent of his/her accumulated sick leave, provided that in no event that s/he be paid for more than ninety (90) sick leave days.

- C. Sick leave shall not be considered as a privilege an employee may use at his discretion, but shall be allowed only in case of (i) the employee's personal illness or physical incapacity resulting from non-occupational causes beyond his control, or (ii) the illness of a member of the employee's immediate family (defined as spouse, child, stepchild,

parent, stepparent, brother, sister, grandparent, grandchild, parent-in-law or any relation domiciled with an employee as a member of his family who is listed as a dependent for income tax purposes) that requires the employee's personal care and attention.

- D. Accumulated sick leave will remain to the credit of an employee for a period of three (3) years after leaving the service of the Town, and will be reinstated if he returns to service within that period of time.
- E. In the event that an employee is entitled to sick leave pursuant to Article IV, Section C of this Agreement, but does not have earned sick leave available, the employee may borrow from his accrued, unused vacation leave as of the time sick leave was taken. The vacation leave so used may subsequently be repaid by subsequent sick leave earned at the applicable rate.
- F. An employee taking sick leave shall inform his immediate superior, and failure to do so within a reasonable time will be cause for denial of sick leave with pay for the period of absence.
- G. Each new employee shall be given an advance credit of twenty (20) days accumulated sick leave which can be used in the same manner as regularly accumulated sick leave and which shall be repaid as soon as possible out of regularly earned sick leave. Should an employee use any or all of his advance credit of twenty (20) days and then leave employment of the Town without having repaid the days used, the Town shall recover the value of the days from the employee. No payment under Section B of this Article shall be made for the advance credit of twenty (20) days.
- H. No sick leave will be granted if it is possible for the employee to carry out light duty assignments that are assigned to him by the Chief.

#### ARTICLE X INJURY LEAVE

- A. Each employee shall be entitled to injury leave as a result of a service connected injury or illness which is covered under the Connecticut Workers' Compensation Act. Said employee shall be entitled to his/her normal pay for the number of days absent until the employee has recovered sufficiently to return to duty or has retired on a disability or regular pension.

An injured employee will be entitled to this supplemental pay for up to eighteen (18) months; provided, however, that if the employee's treating physician certifies to the Town that is likely the employee will be able to return to work within an additional six-month period, then the pay supplement shall be extended to the date of the employee's return, but not more than six (6) additional months. Upon completion of the period of supplemental pay, the injured employee shall be entitled to whatever benefits are mandated by the Workers' Compensation Act.

By placing an employee on injury leave the Town does not waive any rights it may have under the Connecticut Workers' Compensation Act.

- B. In the event that an officer is injured in the performance of his or her duty as a Police Officer and is capable of performing a light duty assignment as determined by the officer's physician, such light duty assignment shall be within the Department, should the work be available as determined by the Chief of Police. If no work is available within the Department, the Department of Human Resources shall find suitable work within Town Government.
- C. The Town may assign an employee on injury leave to duties other than his regular duties during the period of any injury leave.
- D. A complete report of each accident shall be made to the employee's immediate supervisor as soon as practical after it occurs.

#### ARTICLE XI PERSONAL LEAVE

- A. Each employee shall have the right to request and obtain one (1) day of paid personal leave in each contract year. Requests shall be made in authorized form for bona fide purposes (including without limitation, business or personal obligations which cannot be resolved outside regular working hours, religious holidays, and other good causes) and shall be granted in the discretion of the Town where in its opinion the operating efficiency of the department will not be adversely affected.
- B. If an employee requests a personal leave day in writing and such request is denied due to the adverse affect upon the operating efficiency of the department and the employee is unable to take it before the end of the fiscal year, then that employee shall receive one extra day's pay in July of the next fiscal year.

#### ARTICLE XII HEALTH APPOINTMENTS

Employees shall be entitled to reasonable time off with pay for necessary medical and dental appointments which cannot, with reasonable practicality, be scheduled outside of the normal workday. Except in the case of emergencies, the employee shall, in writing, inform the Chief of the time and day, at least five (5) days prior to such appointments. In the case of emergencies, the employee shall inform the Chief as soon as the appointment is made or completed, whichever is more medically practical. The scheduling of such time off shall be subject to the reasonable needs of the Town.

ARTICLE XIII  
VACATIONS

A. The Town shall grant vacation leave with pay to all full time employees after employment for at least six (6) months. No vacation leave shall be granted during the first six (6) months of service but upon completion thereof, vacation leave shall be allowed for the time served during such period. If an employee leaves the service of the Town, he or his estate shall be compensated at his regular rate for any portion of unused vacation leave to his credit at the time of separation, and for this purpose only, credit for unused vacation leave shall be computed on a monthly basis.

B. Annual vacations with pay shall be as follows:

Zero (0) through the completion of six (6) months of service - five (5) working days (to be deducted, if taken, from the ten (10) working days due after completion of one (1) year);

Zero (0) to completion of one (1) year of continuous service - ten (10) working days (subject to the deduction of the five (5) working days, if taken, as above);

Commencement of second year of continuous service to completion of fourth year of continuous service - ten (10) working days;

Commencement of fifth year of continuous service to completion of ninth year of continuous service - fifteen (15) working days;

Commencement of tenth year of continuous service to completion of nineteenth year of continuous service - twenty (20) working days;

Commencement of twentieth year of continuous service to completion of such year of continuous service - twenty-one (21) working days;

Commencement of twenty-first year of continuous service to completion of such year of continuous service - twenty-two (22) working days;

Commencement of twenty-second year of continuous service to completion of such year of continuous service - twenty-three (23) working days;

Commencement of twenty-third year of continuous service to completion of such year of continuous service - twenty-four (24) working days;

Commencement of twenty-fourth year of continuous service and thereafter - twenty five (25) working days.

- C. The Chief of the Police Department shall schedule the vacation period in accordance with the requirements of the department. In case of a conflict as to scheduling, seniority shall govern the right of preference.
- D. If as the result of an emergency the Chief cannot permit an employee to take his annual vacation leave during a particular year, or if an employee agrees to waive his rights to vacation during a particular year at the request of the Chief, the Chief shall permit such employee to take part or all of the earned vacation leave during the following year without regard to any limitations regarding carry-over of vacation days, vacation days to be taken at a consecutive interval, or total vacation days to be taken during any year. Any such permission shall be in writing and given to the Personnel Officer and the employee at the same time the determination to request the work is made.
- E. Employees shall also be entitled to carry 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. Vacation days not used during any current year and not entitled to be carried forward to the next year shall be lost only at the end of the current year, and anticipated loss under this provision shall not entitle an employee to any special consideration in the scheduling of his vacation leave. Subject to the requirements of reasonable scheduling to meet the needs of the department and the Town, an employee shall be entitled to take any portion of his vacation time in non-consecutive segments of one (1) day, provided the employee requests the segment in writing not less than five (5) days and not more than thirty (30) days prior to the date of the segment. Provided however, an employee shall be entitled to carry forward any unused vacation leave up to an additional one (1) year's vacation leave to which the employee is entitled which was not taken due to extended illness or injury, with the approval of the Chief of Police.

ARTICLE XIV  
INSURANCE

- A. The Town shall provide for each employee and his enrolled dependents the following insurance:
  - 1. Employees have the option to participate in the Point of Service (POS) medical plan or one of the offered Health Net medical plans. The Town shall pay ninety-three percent (93%) of the cost of the premium or premium equivalent of such plans. The employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option). A summary of the plan benefits of the POS medical plan is annexed hereto as Appendix IV.
  - 2. Effective January 1, 2005 employees may elect to participate in the PPO medical plan (summary of plan benefits is annexed hereto as Appendix III) and shall be required to pay an amount that is the difference between ninety-three (93%)

percent of the POS medical plan premium or premium equivalent and the premium or premium equivalent of the PPO medical plan by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).

3. Employees who elect medical coverage shall be enrolled in the prescription drug plan. A summary of the prescription drug plan benefits is annexed hereto as Appendix V. The Town shall pay ninety-three (93%) percent of the cost of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).
  4. A term life policy with a basic life benefit equal to one times the employee's base salary rounded to the nearest thousand with an accidental death or dismemberment rider in an amount equal to the basic life benefit, which policy shall continue on the life of the employee for five (5) years after retirement.
  5. The employee may buy from the Town's insurer an additional term life benefit in an amount equal to the employee's basic life benefit at the actual prevailing rate charged the Town.
- B. The Town reserves the right to change the method of administering and insuring its benefit plan and to unilaterally select the insurance agent and/or insurance carrier(s) for such plan administration. However, prior to actual implementation, any such change in the method of insuring, or in the insurance carrier, or in the agent performing plan administration services, shall first be communicated to the Association, which shall have the opportunity to review the proposed benefit plan and to raise questions regarding pre-existing conditions or other valid concerns. At least fifteen (15) days shall be allowed for comments and/or questions. There shall be no break in service or coverage. Prior to distribution to members, any plan document(s) shall be submitted to the Association for review. Once a change is implemented, in the event that a disagreement between the parties arises over such change as it relates to differences over the level of benefits, the issue(s) may be submitted to mutually agreed upon arbitrator(s), the cost of which shall be shared equally by the parties. If the parties cannot agree on an arbitrator, selection shall be made by having each party select an arbitrator and having said arbitrators select a neutral.
- C. An employee who retires on or after July 1, 1999, with twenty (20) or more years of credited service in the retirement system, shall be allowed to continue to be enrolled in the Town's group medical and prescription drug plans. For any individual who elects to so enroll, the cost of the above coverage will be twenty-five percent (25%) of the Town's premium cost for the coverage in which the employee enrolls. Upon becoming eligible for Medicare, the retiree's Medicare Part A and Part B coverage shall be primary, pursuant to federal regulations, and the Town's plan shall be supplemental. This does not extend coverage to claims not eligible for Medicare reimbursements.

For any period of time that the retiree is eligible for health insurance coverage under some other group health insurance plan (e.g. as a dependent under a spouse's plan or under another employer's plan as an employee or dependent), the retiree shall not be eligible to be enrolled in the Town's medical and prescription drug plans. If a retiree, who is eligible for and/or has such alternative health insurance coverage with another employer or as a dependent on a spouse's health insurance plan, loses such coverage due to the retiree's or spouse's termination of employment or discontinuation of such coverage by the employer, then the retiree shall be re-eligible to enroll in the Town's group medical and prescription drug plans. A retiree with alternative health insurance coverage upon becoming eligible for Medicare shall become re-eligible to enroll in the Town's medical and prescription drug plans.

A retiree, who at the time of his/her retirement, elects to discontinue with the Town's health insurance and has no alternative health insurance, shall be re-eligible to enroll in the Town medical and prescription drug plans upon future election on a one-time basis during the Town's annual open enrollment period.

A surviving spouse of an employee who dies in the line of duty shall be eligible to continue to be enrolled in the Town's group medical and prescription drug plans by paying twenty-five percent (25%) of the Town's cost of coverage. At such time when the youngest surviving child reaches age 19 (up to 24 if enrolled full time in college) or the spouse remarries, the surviving spouse may continue to be enrolled in the Town's group medical and prescription drug plans by paying one hundred percent (100%) of the Town's cost of coverage.

- D. The Town shall provide for each employee a two hundred thousand dollar (\$200,000.00) insurance policy for death or dismemberment occurring in the line of duty
- E. Present false arrest insurance now covering the employees shall be maintained by the Town.
- F. Employees who elect medical coverage shall be enrolled in the Town's dental plan. A summary of the plan benefits is annexed hereto as Appendix VI. The Town shall pay ninety-three (93%) percent of the cost of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).
- G. The Town shall make available to employees the Flexible Spending Account for health care and childcare. Employees may elect to defer up to two thousand six hundred dollars (\$2,600.00) for health care and five thousand dollars (\$5,000.00) for childcare.

ARTICLE XV  
PENSIONS

- A. The Retirement System of the Town of Greenwich as presently in effect for Police employees, as amended to date, as on file in the Personnel Office shall be in effect for all eligible employees, except for employees covered under the Police Benefit Fund who shall continue to receive such coverage.

Effective February 26, 2001 the mandatory employee contribution to the Retirement System shall be five percent (5%) of pensionable earnings until s/he reach the maximum retirement allowance. Employee contributions shall be paid on a pre-tax basis pursuant to Section 414(h) of the Internal Revenue Code (the "Code").

- B. Any further change with respect to compensating for changes in the cost of living made as the result of the report or a study of the Retirement System of the Town of Greenwich dated July 7, 1972, and prepared by George B. Buck, Consulting Actuaries, Inc., shall include all employees who retire after July 1, 1971.
- C. The retirement allowance of an employee who retires shall be determined by use of final compensation instead of average final compensation. Final compensation shall mean the annual earnable compensation (including holiday pay and night shift differential; effective July 1, 1989, including Emergency Medical Training (EMT) pay; and effective July 1, 2000, including the increase in EMT pay attributable to Defib Certification of an employee during the one (1) year of creditable service with the Police Department for which such compensation was the highest.
- D. Each employee with prior active military service in a branch of the United States Armed Forces shall be given credit as creditable service for purposes of determining his/her retirement allowance for each year of military service that the employee makes an additional contribution to the Town. Said additional contribution shall be the employee's existing rate of contribution times his/her annual salary for each year of military service for which he/she wishes to buy credit. In no event may an employee buy credit for more than four years of service. Employees must exercise this option not later than the last day of their first year of employment; provided, however, that employees hired on or after July 1, 2003 must exercise this option not later than the last day of their second year of employment. Failure to exercise the option by the end of the period of employment set forth in the preceding sentence shall result in the employee's forfeiture of this option.
- E. Sections 193 and 194 of the Town of Greenwich Retirement System shall provide for the payment of survivors benefits to dependent children of employees in the event there is no surviving spouse at the time of an employee's death.

Section 194 of the Town of Greenwich Retirement System shall be modified to allow a surviving spouse or dependent child of a retiree to receive, in the event of the death of such retiree on or after July 1, 1989, an annual pension of one-half (1/2) of the retiree's

actual pension to continue while the retiree's spouse remains unmarried, or until there are no dependent children, whichever is later.

Section 193 of the Town of Greenwich Retirement System shall be further modified to provide that upon the in service death, on or after July 1, 2004, of an employee with 20 or more years of creditable service from causes not entitling his or her beneficiary to accidental death benefits pursuant to Section 192, such beneficiary shall be paid a death benefit that will equal the survivor's benefit which would have been payable if the employee had retired on the day before the date of his or her death and elected Option 2 under Section 191 (a 100% joint and survivor annuity). The employee's spouse as of such date shall be the joint annuitant. If the employee has no spouse as of such date, his or her child(ren) shall be the joint annuitant(s).

In the event of the death of the non-employee spouse where there are surviving dependent children, such benefits shall be paid in equal shares to dependent children who have not attained the age of eighteen (18) and/or to dependent children who are full-time students who have not attained the age of twenty-three (23), until such children attain such age. If such surviving dependent child was physically or mentally incapacitated for substantial gainful employment, before attaining the age of eighteen (18), the portion of the survivor's benefit payable on behalf of such child shall be paid for the duration of such incapacity.

- F. The rate of benefit for calculation of a bargaining unit member's retirement allowance shall be 1/40 or 2.5 percent for each year of creditable service as a police bargaining unit employee, provided however, that: (1) a police employee with twenty six (26) years and eight (8) months of creditable service as a police employee shall be eligible for a retirement allowance of seventy-five percent (75%) of final compensation; and (2) the maximum retirement allowance shall be seventy-five percent (75%) of final compensation.
- G. Effective upon approval of this Agreement by the Representative Town Meeting, an eligible employee may accrue an additional retirement allowance beyond the maximum retirement allowance set forth in the preceding paragraph. Such additional retirement allowance shall be determined based on years of creditable service, up to a maximum of seven (7), after an employee reaches the maximum retirement allowance. The terms and conditions of such additional retirement allowance are as follows:
  - 1. At least ninety (90) days prior to reaching the maximum retirement allowance, an employee may elect to notify the Town and Retirement Board in writing, on a form approved by the Town, that he or she will continue to work for an additional period of not less than twelve months after reaching his or her maximum retirement allowance. Such election must indicate:
    - (a) the number of full years, after the employee reaches his or her maximum retirement allowance, that the employee elects (the "period of extended employment"); and

(b) the pension alternative that he or she elects, pursuant to paragraph (2) or (3) below.

If notice is not provided of the employee's intention to remain employed pursuant to this paragraph (1), the employee will be deemed to have elected to continue to participate in the Retirement System as set forth in Article XV (G) (2) in the event that he or she remains employed after reaching his or her maximum retirement allowance.

If at any time during the period of extended employment, the employee wishes to modify his or her initial election with respect to (a) above (the length of the period of extended employment), he or she must provide the Town and the Retirement Board with a minimum of ninety (90) days written notice prior to the earlier of: the last day of his or her period of extended employment, and the proposed effective date of his or her retirement. An election with respect to (b) above (the pension alternative), may not be modified after the effective date of such election.

2. An employee who elects, or is deemed to have elected, to continue to participate in the Retirement System shall accrue one-half percent (.5%) of final compensation for each full year of creditable service (any partial years shall be disregarded) as a police bargaining unit employee after he or she reaches the maximum retirement allowance, up to a maximum of seven (7) years. Throughout this period of extended employment and until his or her retirement, the employee shall remain a full member of the Retirement System entitled to all benefits, rights and features as set forth in the Retirement System. No employee contributions shall be required after the date s/he reach the maximum retirement allowance.
3. In lieu of continued participation in the Retirement System pursuant to the terms set forth in the paragraph (2) above, an employee may elect, effective as of the date he or she reaches the maximum retirement allowance, to cease participation in the Retirement System and commence participation in a Code Section 401(a) plan to be established and maintained by the Town (the "401(a) Plan"). Upon the effective date of such an election, the employee shall cease to be an active member of the Retirement System, and his or her retirement allowance shall be determined as of such effective date (e.g., his or her final compensation, as defined in Section (C) above, shall be frozen as of the effective date and the terms of the Collective Bargaining Agreement in effect as of such date shall govern the retirement allowance that he or she will receive upon his or her retirement).

Under the 401(a) Plan, as of the effective date of his or her election:

- (a) the employee shall contribute, each payroll period, two percent (2%) of his or her pensionable earnings on a pre-tax basis pursuant to Section 414(h) of the Code; and

- (b) the Town shall contribute, within a reasonable period of time following the conclusion of each payroll period in which the employee is a participant in the 401(a) Plan, eight percent (8%) of the employee's pensionable compensation, as defined in Section (C) above, during the portion of such plan year in which he or she actively participates in the 401(a) Plan,

for up to a maximum of seven (7) years of creditable service. If an employee electing this alternative is employed beyond the seventh anniversary of the date on which he or she reached the maximum retirement allowance, the employee's active participation in the 401(a) Plan shall cease and there shall be no further contributions (employee or Town) made to the 401(a) Plan on his or her behalf.

These and other terms and conditions of the 401(a) Plan shall be set forth in a separate plan document which shall provide for the employee to self-direct his or her account, and which the parties intend to be a qualified pension plan under the Code.

- 4. An employee who has already reached the maximum retirement allowance as of the effective date of this provision, shall receive the additional accrual under the Retirement System described in paragraph (2) above for full years of credited service, up to a maximum of seven (7), between the date he or she reached the maximum retirement allowance and the effective date of this provision. If such employee receives credit for less than seven (7) years of service pursuant to the preceding sentence, he or she may elect, within a reasonable period of time following the effective date of this provision, and in accordance with the terms set forth in the preceding paragraphs, to prospectively cease participation in the Retirement System and commence participation in the 401(a) Plan. No employee shall accrue a benefit under either the Retirement System or the 401(a) Plan after he or she has, in the aggregate, accrued a benefit for seven (7) years of creditable service after the date on which he or she reached his or her maximum retirement allowance.
- H. Except as provided in paragraph G (3) above, Retirement System members shall cease making contributions for retirement benefits after twenty-six (26) years and eight (8) months of membership service.

A sworn police officer who also has service in a non-police classification under the Retirement System, and who completes 26 years and 8 months of service as a sworn police officer, shall receive a refund of any employee contributions to the Retirement System for said non-police service. A police officer shall be eligible for this refund upon completion of 26 years and 8 months of service as a sworn police officer. As of such date, "regular interest," as defined in the Retirement System, shall cease to accrue on such employee contributions. The refund shall be paid to the police officer in accordance with the administrative practices of the Retirement System.

- I. The minimum requirements for service retirement shall be twenty (20) years of creditable service, regardless of age, with “creditable service” defined as and subject to the following:
1. An employee appointed to a police bargaining unit position prior to September 1, 2000 shall be eligible for normal retirement upon reaching twenty (20) years of continuous employment with the Town, the last of which service is as a sworn police employee. Such employee’s pension shall be calculated on a blended basis. For years of creditable service as a civilian, the benefit rate shall be that applicable to the classification of “general employees” under Section 179 of the Town of Greenwich Retirement System. For years of creditable service as a sworn employee, the benefit rate shall be that applicable to the classification of “policemen” under Section 179 of the Town of Greenwich Retirement System.
  2. All employees appointed to police bargaining unit positions on or after September 1, 2000 shall be eligible for normal retirement only upon completion of twenty (20) years of service in a sworn police bargaining unit position, in the classification of “policemen” under the Town of Greenwich Retirement System.

The amount of retirement allowance shall be based upon the years of service as provided above, and final compensation at the time service is terminated. An employee will be eligible for only one pension from the Town of Greenwich, calculated in accordance with this Agreement.

For purposes of death benefits payable under Section 194 of the Charter for Police officers who retire under the provisions of this paragraph, the police officers will be assumed to be retired from the date of termination rather than the date benefit payments commence.

- J. Effective July 1, 1986, the provisions of Section 195 - Compensation Benefits Offset - as stated in the Greenwich Municipal Code (Charter) - Article 14, shall not be applicable to employees retiring under the Accidental Disability provisions of the Retirement System of the Town of Greenwich.
- K. All employees shall be vested after ten (10) years of service. For employees appointed to police bargaining unit positions prior to September 1, 2000, “years of service” shall include all years of continuous employment with the Town. For employees appointed to police bargaining unit positions on or after September 1, 2000, “years of service” shall mean years of service in a sworn police bargaining unit position, in the classification of “policemen” under the Town of Greenwich Retirement System.
- L. 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) via payroll deduction as long as such plan is approved pursuant to applicable Federal and State law, rules and regulations pertaining thereto.

For employee contributions made during each calendar year, the Town shall match the employee's contribution on a dollar for dollar basis up to a maximum of one thousand two hundred fifty dollars (\$1250.00). The Town's match shall be credited to the employee's account in January of the subsequent year.

ARTICLE XVI  
UNIFORMS, CLOTHING ALLOWANCE, PERSONAL EQUIPMENT

- A. The Town shall provide and distribute adequate uniforms and other clothing necessary to the performance of the job where and when required. The Town shall replace issued uniform items that are damaged in the line of duty or items that are no longer serviceable as determined by the Department.
  
- B. The Town shall pay to all employees a uniform and clothing maintenance allowance of eight hundred (\$800) dollars per fiscal year. The allowance shall be paid in two installments; four hundred (\$400) dollars on the first Friday in December and one four hundred (\$400) dollars in the first Friday in June. These payments shall be paid in a separate payroll check from the regular bi-weekly payroll.
  
- C. The Town shall pay a clothing purchase allowance per fiscal year to plain-clothes officers, regardless of rank, seven hundred thirty dollars (\$730) per fiscal year. The allowance shall be paid in two installments of three hundred sixty-five dollars (\$365.00) on the first Friday in December and three hundred sixty-five dollars (\$365.00) on the first Friday in June. These payments shall be paid in a separate payroll check from the regular bi-weekly payroll. The allowance will be pro-rated according to the number of days worked during the remaining portion of the fiscal year.
  
- D. A pro-rata portion of any allowance shall be paid to any employee starting in the midst of a contract year in a position qualifying for an allowance.
  
- E. An employee may request reimbursement for personal property used in the performance of duty that is substantially damaged or lost while on duty in an amount not to exceed \$200. The Town's maximum liability pursuant to this provision as it pertains to the repair or replacement of a police officer's watch damaged in the performance of his police duties shall not exceed \$500.00. An employee who submits a claim under this section shall submit such reasonable substantiation, as the Town shall require, that the damage or loss occurred in the course of employment and not merely claim that damage or loss occurred during the employee's tour of duty.
  
- F. The Town shall provide an employee with replacement body armor/vest when the employee's body armor/vest is no longer serviceable due to damage, wear, or is no longer covered by the manufacturer's warranty. The employee shall be required to present the body armor/vest to be replaced to the department for inspection and the replacement shall be of an equivalent style and rating as the one to be replaced. The Town shall meet with

Association representatives on a reasonable basis to discuss the style and rating of the Town's replacement body armor/vests.

ARTICLE XVII  
FUNERAL LEAVE

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

ARTICLE XVIII  
EMPLOYEE ACCOUNTS

Each employee shall be given an account of his sick time and vacation time on a monthly basis. Each employee shall be given an account of his contributions to the Pension Fund annually.

ARTICLE XIX  
POLICE MANUAL

The Police Manual of the Town of Greenwich shall govern the organization and procedure of the police force except as contained in this agreement. The Association may suggest in writing further revisions or additions to the Manual, provided the Town shall retain the final authority to make any further revisions or additions. The Town shall notify the Association of any revisions or additions made to this Manual, whether initiated by the Town or by the Association. The Association may grieve the reasonableness of any provision of the Manual which relates to the conduct of individuals covered by this Agreement.

ARTICLE XX  
TRAINING

- A. The Town shall continue to provide a training program for all employees. The nature and extent of the program, from time to time, shall be determined by the Town after consultation with representatives of the Association. The program shall still include, at least initially, training in the area of first aid and weapons.
- B. Employees shall be paid at straight time for training which is conducted during regular duty hours.

- C. Effective June 30, 2000, the weapons qualification stipend shall be increased to six hundred fifty dollars (\$650.00) and become part of base salary. All employees of the department are required, as a term and condition of employment, to obtain and maintain their weapons qualifications as provided in Section E below.
- D. Whenever an employee below the pay grade of Sergeant is required by the Town to conduct training of other employees and such employee serves in such capacity for four (4) hours or more in a day, he/she shall receive pay as a Sergeant for the number of hours he/she so serves. Sergeants shall receive pay as Lieutenants under the same circumstances if they are conducting training for officers of higher rank than Sergeant.
- E. Employees shall meet minimum firearms standards determined by the Town with consultation of a representative of the Association. It shall be the employee's responsibility to attain this proficiency, but it will be the Town's responsibility to provide the facilities. Testing of an employee's proficiency shall be scheduled by the Town.

ARTICLE XXI  
EDUCATIONAL INCENTIVE ALLOWANCE

- A. The Town shall pay each qualified employee an educational incentive allowance as follows:
  - 1. Seven (7) semester hour credits shall yield an educational incentive allowance of two hundred fifty dollars (\$250.00);
  - 2. Twenty-five (25) semester hour credits shall yield an educational incentive allowance of five hundred dollars (\$500.00);
  - 3. Forty-five (45) semester hour credits shall yield an educational incentive allowance of seven hundred dollars (\$700.00);
  - 4. An Associates Degree, provided a minimum of twelve (12) semester hours is in law enforcement subjects, or an Associates Degree in criminal justice, sociology, public administration, business administration, management science, computer science, or psychology shall yield an educational incentive allowance of nine hundred fifty dollars (\$950.00);
  - 5. A Baccalaureate Degree, provided a minimum of twenty-four (24) semester hours is in law enforcement subjects, or a Baccalaureate Degree in criminal justice, sociology, public administration, business administration, management science, computer science, or psychology shall yield an educational incentive allowance of one thousand two hundred dollars (\$1,200.00); and
  - 6. A Masters Degree, provided a minimum of forty-eight (48) semester hours is in law enforcement subjects, or a Masters Degree in criminal justice, sociology,

public administration, business administration, management science, computer science, or psychology shall yield an educational incentive allowance of one thousand four hundred dollars (\$1,400.00).

7. Semester hour credits and degrees shall be from a university, college, technical institute, or other institution approved by the New England Association for Colleges and secondary Schools or a similar national accrediting organization.
  8. Any employee who, as of June 30, 1984, was receiving an allowance in excess of the above, based on his level of academic achievement, shall continue to receive that same allowance. If, in the course of this agreement, he advances to a higher level, he shall receive the higher of the two allowances, that of the higher level or his June 30, 1984 allowance.
- B. The Town shall make the payments required by Section A in accordance with the following procedures:
1. Each employee claiming to have earned semester hours shall present to the Director of Human Resources by November 1st a transcript through the preceding July 1st of all credits and degrees not previously validated;
  2. The Director of Human Resources shall validate the transcript and determine the total number of earned semester hours standing to the credit of the employee;
  3. The educational incentive allowance due the employee for the particular year shall be paid one-half ( $\frac{1}{2}$ ) on the first Friday in December and one half ( $\frac{1}{2}$ ) on the first Friday in June. These payments shall be paid in a separate payroll check from the regular bi-weekly payroll.
  4. No retroactive payments shall be made under any conditions and all decisions of the Personnel Officer shall be final and not subject to the grievance procedure; and
  5. No employee shall at any time receive any payments under Article XX for any course taken to earn points which would count toward his educational incentive allowance.
- C. The Town shall pay the cost of the Emergency Medical Technician training (EMT) or Medical Response Technician training (MRT) course for any employee who desires to take the course; provided, however, that the Town shall not be required to make any payment for overtime for time outside of regular duty hours spent on the course

Each employee who is certified as an Emergency Medical Technician shall receive for such certification an educational incentive allowance as follows:

1. Effective July 1, 2004 a payment of eighteen hundred (\$1,800) dollars per fiscal year to be paid in two installments of nine hundred (\$900) dollars on the first Friday in June and nine hundred (\$900) dollars on the first Friday in December. Such payment shall be paid in a separate payroll check from the regular bi-weekly payroll.
  2. Effective July 1, 2005 a payment of nineteen hundred (\$1,900) dollars per fiscal year to be paid in two installments of nine hundred fifty (\$950) dollars on the first Friday in June and nine hundred fifty (\$950) dollars on the first Friday in December. Such payment shall be paid in a separate payroll check from the regular bi-weekly payroll.
  3. Effective July 1, 2006 a payment of two thousand (\$2,000) dollars per fiscal year to be paid in two installments of one thousand (\$1,000) dollars on the first Friday in June and one thousand (\$1,000) dollars on the first Friday in December. Such payment shall be paid in a separate payroll check from the regular bi-weekly payroll.
- D.
1. Each employee who is qualified in American Red Cross Advanced first aid shall be paid an allowance of three hundred dollars (\$300) per fiscal year. To be paid in two installments of one hundred fifty dollars (\$150.00) on the first Friday in December r and one hundred fifty dollars (\$150.00) on the first Friday in June. Such payment shall be paid in a separate payroll check from the regular bi-weekly payroll.
  2. An employee who is certified as a Medical Response Technician with Defib Certification shall receive for such certification an allowance of six hundred dollars (\$600) per fiscal year to be paid in two installments of three hundred dollars (\$300.00) to be paid on the first Friday in December and three hundred dollars (\$300.00) to be paid on the first Friday in June.
- E. Employees who, prior to this Agreement, were qualified in American Red Cross Advanced First Aid in lieu of MRT certification may be qualified in American Red Cross Advanced First Aid with Defib Certification in lieu of MRT with Defib Certification. Such employees will receive the same allowance as those with MRT and Defib Certification.

An employee who receives payment for certification as an Emergency Medical Technician pursuant to this Agreement shall not receive payment for qualification in American Red Cross Advanced first aid or MRT.

In accordance with the direction of the department, each employee shall obtain the training necessary to qualify in the area of advanced first aid on his own time, and the Town shall pay for time outside of regular duty hours spent at the direction of the department on training at straight time rates.

Certification shall be a prerequisite to payments under this Section. Failure of an employee to be certified prior to the scheduled December 1st or June 1st payment dates shall result in suspension of the additional educational incentive allowance for the scheduled dates until the employee is certified. No retroactive payment shall be made for the period or periods of suspension of certification and there shall be no proration of payments. Any employee who, as of June 30, 1984, was receiving an EMT allowance greater than the allowance provided herein shall continue to receive such higher amount as long as he is EMT qualified. An employee hired on or after December 1, 2004 shall be required to possess and maintain a valid Medical Response Technician certification. An employee shall be required to possess a valid EMT certification to be eligible for assignment to the Special Response Unit, Marine Division, Accident Car, Range Officer or Canine Unit. Employees so assigned as of the date of this Agreement are not required to meet this condition.

- F. An employee assigned to the Special Response Unit as of May 15 shall receive a two hundred and fifty (\$250) stipend to be paid with the special payroll check due on the first Friday in June. An employee assigned to the Special Response Unit as of November 15 shall receive a two hundred and fifty (\$250) stipend to be paid with the special payroll check due on the first Friday in December.
- G. Employees assigned by the Chief of the Department as Field Training Officers shall receive a daily stipend of \$25 for each day of work in such assignment. The assignment as Field Training Officer is made at the complete discretion of the Chief of the Department. Nothing contained in this Agreement restricts or limits the Chief's discretion with this assignment or confers any right of assignment to officers so assigned.
- H. The employee(s) assigned by the Chief of the Department as the Canine Officer shall receive an annualized stipend of \$5,000 paid in two equal installments of \$2,500 in June and \$2,500 in December. The Canine Officer(s) shall receive the full amount of the installment on the payment date following the effective date of his or her assignment. Upon termination of the assignment the Canine Officer shall not be eligible for any additional payments. There shall be no prorating of the installment payments.

These payments are in consideration for and in lieu of overtime for time spent by the Canine Officer(s) during off duty hours for the care and maintenance of the canine.

The Canine Officer(s) shall receive one compensatory day per month at the straight time rate in consideration for time spent in canine training and programs required for certification. In the event the canine is trained in either narcotics or explosive detection, the compensatory time shall be increased to a rate of one and one half (1 1/2) compensatory days per month. In addition the canine officer shall receive compensatory time for travel time to and from home to the training location.

The canine(s) assigned to the Canine Officer(s) is the property of the Town. The Town shall reimburse the Canine Officer(s) for appropriate and reasonable costs associated with

the proper and general care of the canine, including veterinarian bills, food, and necessary equipment. The Chief of Police shall approve expenses other than those for food and veterinary bills in advance. The Canine Officer(s) shall submit an accounting of expenses, with appropriate documentation, monthly, and the Town shall pay reimbursement monthly. The Canine Officer(s) shall be responsible for the boarding of the canine at no additional cost to the Town. The assignment as Canine Officer is made at the complete discretion of the Chief of the Department. Nothing contained in this Agreement restricts or limits the Chief's discretion with this assignment or confers any right of assignment to officers so assigned

## ARTICLE XXII SERVICE RATING AND EVALUATION

Each employee shall be rated annually by his immediate superior and shall be given an opportunity to review his own service rating. The rating given an employee shall not be a grievable item under this agreement unless it is arbitrary or an abuse of discretion.

## ARTICLE XXIII GRIEVANCE AND ARBITRATION PROCEDURE

- A. Should an employee or group of employees feel aggrieved concerning wages, hours, or conditions of employment, which wages, hours, or conditions are controlled by this agreement, or by any statute, charter provision, ordinance, rule, regulation, or policy which is not in conflict with this agreement, or concerning any matter or condition affecting his or their health or safety, adjustment shall be sought as follows, except that in the case of disciplinary action, the Association may initiate such grievance at Step 2:
1. The Association shall submit such grievance in writing to the Chief of Police setting forth the nature and particulars of the grievance. Within three (3) days after the Chief receives such grievance, he shall meet with the representative of the Association for the purpose of resolving such grievance. Within five (5) days after this Step 1 meeting, the Chief shall provide the Association with his written response to the grievance.
  2. If such grievance is not resolved to the satisfaction of the Association, within five (5) days of receipt of the Chief's written response the Association may present such grievance in writing to the First Selectman. Within seven (7) days after the First Selectman receives such grievance, he and/or his designated representative shall meet with the representatives of the Association for the purpose of resolving the grievance. Within seven (7) days after this Step 2 meeting, the First Selectman or his designee shall provide the Association with a written response to the grievance.
  3. If the response at Step 2 is not satisfactory to the grievant(s) and/or the Union, the grievance may be filed by the Union, within ten (10) days of the Step 2 response, to the Connecticut Board of Mediation and Arbitration or to the American

Arbitration Association, copy to the Town. Said Board (or the AAA.) shall hear and act upon such grievance in accordance with its rules and the provisions of this contract. The decision of the arbitrator(s) shall be final and binding on all parties.

The costs of arbitration, if any, shall be shared equally by the Town and the Union, but other expenses shall be borne by the party incurring them, including payments to the representatives, witnesses, etc.

- B. If the written grievance is not filed at Step A.1 - within thirty-five (35) days of the time the grievant knew or should have known of the incident giving rise to the grievance, whichever occurs first, the grievance shall be deemed waived and there shall be no right to arbitration. If the Town fails to meet or provide written response in accordance with the time limitations of this Article, the Association may proceed to the next step of the procedure. If the Association fails to meet or present the grievance in accordance with the time limitations of this Article, the grievance shall be deemed waived and there shall be no right to arbitration.
- C. A day in this Article shall not mean Saturdays, Sundays or holidays observed by the Town. The parties at each step of Section A may, by mutual agreement, extend the time limitations of the Step.
- D. Nothing contained herein shall prevent any employee from presenting his own grievance either by himself or by counsel.
- E. During the pendency of grievance proceedings concerning separation from service or suspension, the employee shall be entitled to keep his insurance as set forth in Article XIV of this agreement in effect by making payments to the Town of the total amount of the insurance premiums for his coverage.

#### ARTICLE XXIV BILL OF RIGHTS

Members of the Department hold a unique status as law enforcement officers in that the nature of their office and employment involves the exercise of the police power of the Town and the security of the community depends to a great extent on the manner in which the officers perform their duty. Their employment is in the nature of a public trust. It is also recognized that officers have certain rights under the State and Federal Constitutions, pursuant to the current decisions of the U.S. Supreme Court, and in accordance with this Agreement. In accordance therewith, the Town and the Association have established the following procedures with respect to investigations and discipline. A member who has successfully completed the probationary period shall not be disciplined except for just cause. It is understood that these procedures shall not apply in instances where the officer is the subject of a criminal investigation. In such an instance, the officer who is the subject of the criminal investigation shall be given all rights pursuant to the current provisions of law and decisions of the U.S. Supreme Court.

##### A. Investigatory Procedures

Whenever a law enforcement officer is under investigation and subject to interview by the Department for any reason which could lead to disciplinary action, including demotion or dismissal, the investigation and interview shall be conducted in accordance with the following:

1. The interview shall be conducted at a reasonable hour, preferably at a time when the officer is on duty unless the seriousness of the investigation is of such a degree that an immediate interview is required.
2. The interview shall take place at Police Headquarters or at some other location having a reasonable relationship to the incident being investigated.
3. The officer under investigation shall be informed of the name and rank of the officer in charge of the investigation and of all persons present during the interview.
4. The officer shall be informed of the nature of the investigation, in writing and prior to any interview. Sufficient information will be provided for the officer to be reasonably appraised of the allegations involved.
5. Interviews shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
6. Questions shall be asked one at a time and the officer will not be threatened with transfer, dismissal or disciplinary action. This shall not be construed to prohibit advising the officer that refusal to answer proper questions as specified in A.7 may subject him to additional charges and discipline.
7. All officers are obliged to cooperate in an investigation and are required to answer any questions concerning their conduct as it relates to their employment except any questions which violate their constitutional rights.
8. At the request of the officer under investigation, the officer shall be given an opportunity to consult with counsel and/or a representative of the Silver Shield Association prior to any interview. At the request of the officer, said counsel and/or Association representative may be present during the interview.
9. All officers shall have the right to review the contents of their personnel file on reasonable notice. No material of an adverse nature shall be placed in said file without the officer being provided with a copy of such material. Copies of any disciplinary actions shall likewise be copied to the Association. Derogatory material other than discipline, including written reprimands shall be expunged every thirty-six (36) months from said personnel records where permitted by the laws of the State of Connecticut.

B. Disciplinary Procedures

If the investigation or interview of an officer results in a recommendation for disciplinary action, including demotion or dismissal, the following procedures shall be followed. It is understood that these procedures shall not apply in instances which result in oral or written reprimands and officers who are so reprimanded shall have the right to grieve such action in accordance with Article XXIII.

1. The officer who is the subject of disciplinary action shall be given an opportunity to have a Loudermill hearing with the Chief of Police or his designee, prior to any discipline being imposed. The officer shall be advised, in writing prior to such Loudermill hearing, of the nature of the charges against him/her and the disciplinary action being recommended. Such notice shall specify the date and time of the meeting which shall provide the officer with at least two (2) weeks to exercise his rights under this Article.
2. At the Loudermill hearing with the Chief or his designee, the officer will be given the opportunity to rebut the charges against him/her and the officer may be represented by counsel and/or a representative of the Association.
3. Within seven (7) calendar days of the Loudermill hearing with the Chief or his designee, the officer shall be given written notice of the disciplinary action the Chief intends to impose. The officer may appeal the determination of the Chief by filing a written notice of appeal within seven (7) calendar days to the First Selectman pursuant to Article XXIII, step 2. If said discipline is a suspension without pay of fifteen (15) working days or less, said discipline shall take effect as indicated in the notice from the Chief. If said discipline is in excess of a fifteen (15) working day suspension without pay, and the officer files a written appeal to the First Selectman as provided above, the discipline shall not be imposed until the First Selectman has rendered a determination pursuant to Article XXIII, step 2.
4. The officer may appeal the determination of the First Selectman pursuant to Article XXIII, Step 3.

ARTICLE XXV  
CONDITIONS OF EMPLOYMENT

- A. The Town shall provide for each employee a complete physical examination (including a heart stress test) not less often than once in each twenty-four (24) month period.
- B. The dress code for the Bureau of Detectives will not be more stringent than that required for the remainder of the force.

- C. In order to investigate and detect use of illegal drugs and the abuse of otherwise legal drugs or alcohol by members of the Greenwich Police Department, the procedures set forth in Appendix II will remain in effect.
- D. Promotion to the classification of Police Captain shall be made from bargaining unit employees who are candidates certified to the promotional list.
- E. The Town may, at its option, transfer the work of dispatching, property and evidence to civilian positions outside of the police bargaining unit, subject to the following:
  - 1. There shall be no loss of employment or pay for current employees.
  - 2. The Town shall create an assignment at the same level as police dispatcher, when dispatcher positions become civilian positions.
  - 3. Police officers shall not be required to supervise civilian property and evidence personnel.
  - 4. At least 180 days prior to implementation of civilian dispatching, the Town and the Union will meet to discuss implementation and impact issues concerning same. For any issue that is a mandatory subject of bargaining, if the parties do not agree, the issue may be submitted to interest arbitration in accordance with Section 7-473c of the General Statutes.
- F. Promotion Examinations: Promotional examinations for the position of Sergeant and Lieutenant shall be administered by the Town as may be required to maintain a current eligibility list for each position. The Town shall post the job announcement for these positions for a two-week period following Labor Day. An eligibility list shall be established within thirty (30) days from the completion of the examination process. Promotional eligibility lists shall be for a two-year period.

ARTICLE XXVI  
EFFECTIVE DATE AND LENGTH OF CONTRACT

- A. If the Representative Town Meeting shall approve the request pertaining to this agreement which is submitted to it pursuant to Section 7-474(b) of the Connecticut General Statutes, then this Agreement shall be effective in all respects on the date of such approval or on July 1, 2004 whichever is later, and shall continue until June 30, 2008.
- B. If the Representative Town Meeting shall reject the request pertaining to this Agreement which is submitted to it pursuant to Section 7-474(b) of the Connecticut General Statutes, then this Agreement shall not be effective and the parties shall bargain further.
- C. The provisions of this Agreement shall not be retroactive except as specifically provided. If this Agreement is approved after July 1, 2004, each employee who is an employee of the Town or who has retired from the employment of the Town after July 1, 2004, shall

receive retroactive pay based on the appropriate rate as set forth in this Agreement for the period after July 1, 2004, which each such employee worked. Each employee who resigned or was terminated prior to the effective date of this Agreement shall receive no retroactive pay.

- D. Either party shall submit to the other the terms and conditions of a proposed successor agreement on or before October 1, 2007, after which the other party shall have thirty (30) days to submit counterproposals.
- E. During negotiation to develop any successor agreement, each party shall provide the other, upon reasonable request and to the extent available, with any non-privileged information necessary to negotiations. Neither party shall be required to develop any information not in its possession. The requesting party may be charged a reasonable amount for the expense of extracting or reproducing the requested information.

ARTICLE XXVII  
PROBATION

There shall be a probationary period of eighteen (18) months from the date of hiring for all police officers. Any probationary employee may be discharged at any time within his probationary period and no such discharge shall be grounds for a grievance or other proceedings unless based upon discrimination against the employee. A probationary employee may request that an Association representative be present at a meeting with a supervisory officer at which the probationary employee is being subject to discipline. This right of representation does not alter the at-will status of the probationary employee.

ARTICLE XXVIII  
PAST PRACTICES CLAUSE

The Police Manual of the Town of Greenwich and the Retirement System and the Police Pension Fund of the Town of Greenwich shall govern for all matters not contained in this Agreement. All benefits and obligations which are not described in this Agreement or in either the manual or plan and which are now enjoyed by or required of the employees are specifically included in this Agreement by reference just as though each such benefit or obligation was specifically set forth.

ARTICLE XXIX  
MANAGEMENT RIGHTS

Nothing contained in this Agreement shall reduce by implication any management right or prerogative and the Town retains all such rights and prerogatives except as abridged or modified by an express provision of this Agreement.

ARTICLE XXX  
SENIORITY

Seniority shall be defined as an employee's length of continuous full-time service in a rank. Seniority shall be retroactive to the date of appointment to a rank, upon successful completion of the applicable probationary period.

If more than one appointment is made to a rank on the same day, the following shall apply:

If the appointments were made from an eligibility list, seniority shall be in the order of the placement on the list.

If the appointments were not from an eligibility list, seniority in the new rank shall be in the same order as length of continuous full-time service in the Department.

For the purpose of seniority, continuous service shall not be reduced or broken by any paid leave or by unpaid leave of up to thirty (30) days.

In the case of an unpaid leave of more than thirty (30) days, including but not limited to leave under the Family and Medical Leave Act, seniority shall not accrue but shall be bridged in the case of an approved leave of up to one year.

Dated: Greenwich, Connecticut

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SILVER SHIELD ASSOCIATION, INC.

By: \_\_\_\_\_  
Timothy Berry, President

TOWN OF GREENWICH

By: \_\_\_\_\_  
James A. Lash First Selectman

By: \_\_\_\_\_  
Alfred C. Cava, Director of Labor Relations

APPENDIX I

ANNUAL WAGE RATES

Effective July 1, 2004, the annual wage rates shall be as follows:

<u>Rank/Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	47,095	50,050	53,019	55,984	59,201
	47,833	50,790	53,759	56,785	
	48,572	51,536	54,503	57,595	
	49,312	52,279	55,241	58,396	
Marine Enforcement	61,001				
Dispatcher Accident Car Personnel	61,902				
Technician Detective Juvenile Officer	62,803				
Sergeant	67,966				
Lieutenant	78,046				

Effective July 1, 2004, each Police Officer who is not at maximum and is eligible for step advancement based on his/her service with the Police Department shall be advanced one step on the above wage schedule.

APPENDIX I  
ANNUAL WAGE RATES

Effective July 1, 2005, the annual wage rates shall be as follows:

<u>Rank/Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	48,625	51,676	54,742	57,803	61,125
	49,388	52,441	55,506	58,630	
	50,150	53,211	56,275	59,466	
	50,915	53,978	57,036	60,294	
Marine Enforcement	62,983				
Dispatcher Accident Car Personnel	63,914				
Technician Detective Juvenile Officer	64,844				
Sergeant	70,174				
Lieutenant	80,583				

Effective July 1, 2005, each Police Officer who is not at maximum and is eligible for step advancement based on his/her service with the Police Department shall be advanced one step on the above wage schedule.

APPENDIX I  
ANNUAL WAGE RATES

Effective July 1, 2006, the annual wage rates shall be as follows:

<u>Rank/Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	50,206	53,356	56,522	59,682	63,112
	50,993	54,145	57,310	60,536	
	51,780	54,940	58,104	61,399	
	52,570	55,732	58,890	62,253	
Marine Enforcement	65,030				
Dispatcher Accident Car Personnel	65,991				
Technician Detective Juvenile Officer	66,952				
Sergeant	72,455				
Lieutenant	83,202				

Effective July 1, 2006, each Police Officer who is not at maximum and is eligible for step advancement based on his/her service with the Police Department shall be advanced one step on the above wage schedule.

APPENDIX I

ANNUAL WAGE RATES

Effective July 1, 2007, the annual wage rates shall be as follows:

<u>Rank/Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	51,837 52,650 53,463 54,278	55,090 55,905 56,726 57,543	58,358 59,172 59,992 60,804	61,621 62,503 63,394 64,276	65,163
Marine Enforcement	67,144				
Dispatcher Accident Car Personnel	68,136				
Technician Detective Juvenile Officer	69,128				
Sergeant	74,810				
Lieutenant	85,906				

Effective July 1, 2007, each Police Officer who is not at maximum and is eligible for step advancement based on his/her service with the Police Department shall be advanced one step on the above wage schedule.

APPENDIX I

NOTES

1. Pay adjustments will be made at the start of each fiscal year regardless of the date of hiring and adjusted for nearest completed quarters of service as under the system which existed prior to the time of this agreement.
2. Each employee shall receive a wage differential, in accordance with the following schedule, in excess of his regular straight time hourly rate for each hour actually worked on the shift specified. No wage differential shall be paid with respect to overtime, sick leave, injury leave, holidays, funeral leave, vacations or any other non-work time.

Shift differential shall be paid in accordance with the following:

	<u>Third Shift</u>	<u>First Shift</u>
Employees below the grade of Sergeant	\$1.35	\$2.10
Employees at or above the pay grade of Sergeant	\$1.60	\$2.60

3. The Police Chief shall have the right to assign a police officer as detective, technician, juvenile officer, marine officer, enforcement officer, accident car investigator or dispatcher. While so assigned the police officer shall be paid at the rate of pay provided in this Appendix I for such assignment. The Police Chief may remove a police officer from such assignment in the Chief's sole discretion except as further provided below.

A police officer, who was assigned as a detective, juvenile officer or technician prior to July 1, 1996, may only be removed from such assignment by the Police Chief subject to the provisions of Article XXIV (B).

## APPENDIX II

### SUBSTANCE ABUSE TESTING

#### SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in members of the Department will be performed upon reasonable suspicion that a member is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol.

#### TESTING BASED UPON REASONABLE SUSPICION

A member of the Department may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a superior officer and, based upon the reliability and weight of such information, the superior officer can reasonably infer or suspect that the member is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the member's behavior or work performance; an observed impairment of the member's ability to perform his or her duties.

A superior officer shall report the basis for his/her reasonable suspicion to the Chief of Police or his/her designee. The Chief shall decide whether to direct the member to submit to testing. Prior to so deciding, the Chief or his/her designee may meet with the member. If such a meeting is held, the member may request Union representation. However, the meeting shall not be delayed for the purpose of having a representative of the member's choice.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive.

#### REFUSAL TO SUBMIT

The refusal by a member of the Department to submit to a drug or alcohol screening test pursuant to these provisions will result in the member's immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.

#### TESTING PROCEDURES

1. The member shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the

sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.

If the employee is ordered to submit to testing for alcohol, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Chief. If the breathalyzer tests positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test.

2. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
3. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
4. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen.
5. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
6. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested.
7. The officer or laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
8. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only if confirmed will a test result in a positive report.
9. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.
10. Any member whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Chief of Police that

the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. . The laboratories shall be responsible for following the best practice in maintaining and documenting the chain of custody of the sample. This second testing shall be at the expense of the member.

### RESULTS OF DRUG SCREENING TESTS

Members of the Department will be notified of the results of all screening tests at the earliest appropriate time (to be determined by particular facts and circumstances). Those test results which do not indicate the presence of a drug or alcohol will be sealed and there will be no indication of testing in the member's personnel file.

### POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Police Chief for a complete investigation. Upon completion of such investigation, if it is found that a member has used any drug which has not been legally prescribed and/or dispensed, or has abused a legally prescribed drug or has reported for duty under the influence of drugs or alcohol, a report of such shall be prepared.

Upon service, the member against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty without pay, and shall be subject to disciplinary action which may include discharge, except as provided in the section below concerning rehabilitation.

### OPPORTUNITY FOR REHABILITATION

The opportunity for rehabilitation (rather than discipline) shall be granted once for any officer who is not involved in any drug/alcohol related criminal activity and voluntarily admits to alcohol or drug abuse prior to testing.

Any member who voluntarily admits to the Chief of Police his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member tests positive for drugs or alcohol, he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation or impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

The member shall use accumulated sick or vacation leave for the period of absence for the purpose of obtaining treatment. All treatment will be at the sole expense of the member, to the extent not covered by the member's health benefits plan.

As part of any rehabilitation portion, the member may be required to undergo periodic screening for drugs or alcohol. If, after screening the member has tested positive, he will be immediately suspended and will be subject to discharge.

## ADMINISTRATIVE PROVISIONS

1. Time spent by an employee undergoing tests as provided in Sections 2 and 3 herein shall be compensated pursuant to the terms of the collective bargaining agreement.
2. Any alteration, switching, substituting or tampering with a sample or test given under this Agreement by any employee shall be grounds for immediate suspension without pay and subsequent disciplinary action which may include dismissal from the Department.
3. Any violation of the confidentiality provisions of this Agreement, if committed by an employee of the Town, shall be grounds for disciplinary action against the employee. The Town will also take appropriate action against a person and/or organization not employed by the Town for violation of the confidentiality requirements.
4. Notwithstanding anything to the contrary above, this Agreement shall not abrogate nor in any way interfere with the Town's right to hire employees, promote employees, lay off employees, appoint and evaluate employees, to select probationary employees for permanent appointment or to act pursuant to law. Furthermore, this Agreement and procedure shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Police Commission.
5. The Town and the Union agree that the provisions of this Agreement and its application may be considered by the parties' representatives who may recommend, if appropriate, amendments to this Appendix.
6. Separability – If any clause or provision of this Appendix or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Appendix shall remain in full force and effect.
7. Disputes concerning the interpretation or application of this Appendix shall be subject to the contractual grievance procedure, except for disciplinary matters.

APPENDIX III

Preferred Provider Copay Benefit Summary

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

<b>Benefits</b>	<b>Anthem A HealthCare Preferred Provider Access Copay Plan</b>	
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Lifetime Maximum</b>	Unlimited	\$1,000,000
<b>Dependent Children</b>	Children covered to age 19, full time students to age 25 (Termination is end of birth month)	
<b>Calendar Year Deductible</b> Individual Two Person Aggregate Family Maximum Common Accident Multiple Birth	Not applicable	\$200 per person \$400 for two people \$500 per family One individual ded. Applies One individual ded. Applies
<b>Out-of-Pocket Maximum</b> Includes deductible Individual Two Person Aggregate Family Maximum Does not apply to  Benefits for accident or sickness are paid at 100% once an individual's out-of-pocket maximum has been reached (Includes Mental Health & Substance Abuse).	Not applicable	Yes \$800 per person \$1,600 for two people \$2,000 per family  Non-compliance penalties and charges in excess of Reasonable & Customary

<b>Benefits</b>	<b>Anthem A HealthCare Preferred Provider Access Copay Plan</b>	
	<b><i>In-Network</i></b>	<b><i>Out-of-Network</i></b>
<b><i>Reasonable &amp; Customary Charges</i></b>	Not applicable	Paid at the 90 <sup>th</sup> percentile
<b><i>Outpatient Doctor's Office Visits</i></b> For illness/injury	No charge after \$10 per visit copay	80% after deductible
Allergy Injections	No charge.	80% after deductible
<b><i>Preventive Care</i></b> Routine Preventive Care for Children & Adults (including immunizations)	No charge *	80% after deductible
Well Woman Care (including Pap Test)	No charge*	80% after deductible
Mammograms	No charge*	80% after deductible
Routine Hearing Exams (Once each in every 24 months)	No charge	80% after deductible
<b><i>Routine Vision Exams</i></b> (Once each in every 24 months)	No charge	
<b><i>Voluntary Second Opinions for Surgery</i></b>	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility	80% after deductible
<b><i>Outpatient Pre-Admission Testing</i></b> Office Visit	No charge after \$10 per visit copay for office visit; No charge for	80% after deductible

<b>Benefits</b>	<b>Anthem A HealthCare Preferred Provider Access Copay Plan</b>	
	<b><i>In-Network</i></b>	<b><i>Out-of-Network</i></b>
Outpatient Facility	x-ray/lab if billed by a participating facility No charge	80% after deductible
<b><i>Inpatient Hospital – Facility Services</i></b> Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Semi-private room	Limited to the semi-private negotiated rate	Limited to semi-private rate
Private room	Limited to the semi-private negotiated rate	Limited to semi-private rate (Unless medically necessary or Hospital does not have semi-private rooms)
Intensive Care Unit	Limited to the negotiated rate	Limited to the ICU daily rate
<b><i>Inpatient Hospital Doctor’s Visits/Consultations</i></b>	No charge	80% after deductible
<b><i>Inpatient Hospital Professional Services</i></b> Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
<b><i>Multiple Surgical Reduction</i></b>	Negotiated arrangement	Multiple surgeries performed during one operating session will result in payment reduction of 50% of the surgery of the lesser

<b>Benefits</b>	<b>Anthem A HealthCare Preferred Provider Access Copay Plan</b>	
	<b><i>In-Network</i></b>	<b><i>Out-of-Network</i></b>
		charge. The most expensive procedure is paid as any other surgery.
<b><i>Outpatient Surgical Facility Services</i></b>	No charge	80% after deductible
<b><i>Outpatient Professional Services</i></b> Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
<b><i>Emergency Care</i></b> Doctor's Office  Hospital Emergency Room  Outpatient Facility or other Urgent Care Facility Walk In Center  Ambulance (medically necessary)	No charge after \$10 per visit copay  No charge after \$25 per visit copay  No charge after \$10 per visit copay  No charge	No charge after \$10 per visit copay  No charge after \$25 per visit copay  No charge after \$10 per visit copay  No charge
<b><i>Skilled Nursing Facility</i></b> Up to a maximum of 120 days per calendar year  No prior hospitalization required	No charge	80% after deductible
<b><i>Independent Lab and X-ray Services</i></b> (Facility and Professional Services) Hospital Outpatient  Lab and X-ray Facility	No charge  No charge  No charge, included in	80% after deductible  80% after deductible

<b>Benefits</b>	<b>Anthem A HealthCare Preferred Provider Access Copay Plan</b>	
	<b><i>In-Network</i></b>	<b><i>Out-of-Network</i></b>
Doctor's Office	\$10 per visit copay if performed and billed by treating physician	80% after deductible
<b><i>Outpatient Short Term Rehabilitation</i></b> Includes: Physical Therapy Speech Therapy	No charge after \$10 per visit copay	80% after deductible
<b><i>Chiropractic Outpatient Rehabilitation</i></b> (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
<b><i>Occupational Outpatient Rehabilitation</i></b> (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
<b><i>Home Health Care</i></b>	No charge	80% after deductible
<b><i>Outpatient Private Duty Nursing</i></b> (when medically necessary)	No charge	80% after deductible
<b><i>Hospice (Patient diagnosed with 6 months or less to live)</i></b> Inpatient Facility	No Charge	80% after deductible
Outpatient Setting	No Charge	80% after deductible
<b><i>Abortion</i></b> . Inpatient Facility	No charge	80% after deductible
Outpatient Surgical Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<b><i>Family Planning</i></b> Office Visits including Tests and Counseling	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a separate facility	80% after deductible

<b>Benefits</b>	<b>Anthem A HealthCare Preferred Provider Access Copay Plan</b>	
	<b><i>In-Network</i></b>	<b><i>Out-of-Network</i></b>
Surgical sterilization procedures for Vasectomy/Tubal Ligation ( <i>excludes reversals</i> )  Inpatient Facility Outpatient Facility Physician's Services	No charge No charge No charge	80% after deductible 80% after deductible 80% after deductible
<b><i>Maternity</i></b> Initial visit to determine pregnancy  All subsequent Prenatal visits, Postnatal visits and Delivery  Hospital Covered in full subject to Pre-Admission Certification/Continued Stay Review Birthing Center	No charge after \$10 per visit copay  No charge  No charge  No charge	80% after deductible  80% after deductible  80% after deductible  80% after deductible
<b><i>Infertility Treatment</i></b> <b><i>(Including Artificial Insemination, In-vitro Fertilization, GIFT, ZIFT)</i></b> (\$25,000 per Lifetime)  Doctor's Office Visit  Inpatient Facility Covered in full subject to Pre-Admission Certification/Continued Stay Review Physician's Services	No charge after \$10 per visit copay  No charge  No charge  No charge	80% after deductible  80% after deductible  80% after deductible
<b><i>Organ Transplants</i></b> Includes all medically		

<b>Benefits</b>	<b>Anthem A HealthCare Preferred Provider Access Copay Plan</b>	
	<b><i>In-Network</i></b>	<b><i>Out-of-Network</i></b>
appropriate, non-experimental transplants Inpatient Facility Covered in full subject to Pre- Admission Certification/Continued Stay Review (Includes Travel Benefit for Lifesource Facilities only)	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<b><i>Durable Medical Equipment</i></b>	No charge	80% after deductible
<b><i>External Prosthetic Appliances</i></b>	No charge	80% after deductible
<b><i>Hearing Aids</i></b>	No charge up to \$500 one every 24 months. Children up to age 12 \$1,000 every 24 months.	
<b><i>Mental Health (Includes Metabolic Disorders)</i></b> Inpatient Covered in full subject to Pre- Admission Certification/Continued Stay Review	No charge	80% after deductible
Outpatient	No charge after \$10 per visit copay	80% after deductible
<b><i>Alcohol and Drug Abuse Rehabilitation</i></b> Inpatient Covered in full subject to Pre- Admission Certification/Continued Stay Review	No charge	80% after deductible
Outpatient	No charge after \$10 per visit copay	80% after deductible
<b><i>Temporomandibular Joint Syndrome (TMJ)</i></b> (Appliances Only – remainder of charges covered under dental)	No charge	80% after deductible
<b><i>Medical/Health Information</i></b>	MyHealth@Anthem.com	

<b>Benefits</b>	<b>Anthem A HealthCare Preferred Provider Access Copay Plan</b>	
	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Pre-Admission Certification – Continued Stay Review</b>	Inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review ( <b>PAC/CSR</b> ) \$400 Penalty for non-compliance. To pre-certify, call 1-800-233-4947	
<b>Case Management – Voluntary Program</b>	This is a service designed to provide assistance to a patient who is at risk of developing medical complications or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain balance between quality and cost effective care while a maximizing the patient’s quality of life. 1-800-233-4947	

***SPECIFIC COVERED BENEFITS:***

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

1. Reconstruction of the breast on which a mastectomy has been performed;
2. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. prostheses and treatment of physical complications at all stages of the mastectomy, including lymphedema.

***BENEFIT EXCLUSIONS (by way of example but not limited to):***

- Services not medically necessary, except specifically outlined preventive care
- Cosmetic Surgery, unless a) a person receives an injury, while insured for these benefits, which results in bodily damage requiring the surgery; or b) it qualifies as reconstructive surgery following medically necessary surgery; c) it is required to provide or restore a normal bodily function; or d) it is performed on a dependent who is less than 16 years old.
- Charges which the person is not legally required to pay
- Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service
- Experimental or investigational procedures and treatments not approved by the American Medical Association
- Any injury resulting from, or in the course of, any employment for wage or profit
- Any sickness covered under any workers compensation or similar law
- Custodial services not intended primarily to treat a specific injury or sickness, or any education or training

- Reports, evaluations, examinations or hospitalizations not required for health reasons
- Reversal of voluntary sterilization procedures
- Transsexual surgery and related services
- Surgical treatment for correction of refractive errors, including radial keratotomy
- Routine foot care
- Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder.
- Over the counter disposable or consumable supplies
- Charges in excess of the Reasonable and Customary allowance
- Speech therapy if a) used to improve speech skills that have not been fully developed; b) can be considered custodial or educational; or c) intended to maintain speech communication. Speech therapy which is not restorative in nature will not be covered.
- Eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery
- Treatment of teeth/periodontal under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth and for oral surgical procedures performed in a hospital that are dental in nature.

***This Benefit Summary highlights some of the benefits available under your plan. A complete description regarding the terms of coverage, exclusions and limitations, will be provided in your insurance certificate or plan description which controls in the event of any conflict.***

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

APPENDIX IV

ANTHEM BLUECARE POS

*Description of Benefits*

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

*Description of Benefits, continued*

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

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

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

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

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

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

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

**How To Use Your Plan**

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

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

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

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

**Description of Benefits, continued**

**Schedule of Benefits:**

	<b>In-Network You Pay:</b>	<b>Out-of-Network You Pay:</b>
Annual Coinsurance Limit	None	Individual: \$900 2 Person: \$1500 Family: \$2100
Lifetime Maximum	Unlimited	\$1,000,000
Annual Deductible	None	Individual: \$250 2 Person: \$500 Family: \$700
Coinsurance	None	20%

**Medical Claims Address:**

**ANTHEM BLUE CROSS AND BLUE SHIELD  
PO BOX 533  
NORTH HAVEN, CT 06473-0533**

**Customer Service Phone Number:**

**1-800-233-4947**

**This does not constitute your health plan or insurance policy. It is only a general description of BlueCare POS benefits and exclusions.**

**Revised 09/10/2003**

**APPENDIX V**

**PRESCRIPTION DRUG COVERAGE**

This is a summary of benefits for your Prescription Drug Copay Plan

<b>Benefit Feature</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Prescription Drugs Retail Card Plan	\$5/generic; \$10/brand. Up to 30 days supply for scripts filled at participating pharmacy  Mandatory generic substitution with physician override	Limit to Network price less copay
Prescription Drugs Mail-Order Plan	\$7/generic; \$10/brand. Up to 90 day supply	Limit to Network price less copay

Effective January 1, 2005 the following prescription drug plan shall become effective and replace the plan described above.

<b>PRESCRIPTION DRUGS</b>		
Prescription Coverage Retail Pharmacy	\$ 5 Generic Drug Co-payment \$15 Preferred Brand Name Drug Co-payment \$30 Co-payment for all other drugs per prescription  Mandatory Mail Order for maintenance medications after 2 retail  Unlimited Maximum per Member, per Calendar Year	Covered in Network Only
Mail Order Pharmacy	\$10 Generic, \$30 Preferred Brand Name \$60 all other drugs (up to a 90-Day Supply)	Covered in Network Only

APPENDIX VI

SUMMARY OF DENTAL BENEFITS

Effective Date .....	First day of the first month following date of employment
Eligibility .....	Active regular full time employee
Dental Benefits	
Calendar Year deductible	
Per Person.....	\$ 100
Per family unit .....	\$ 300
The deductible applies to these Classes of Service	
Class B Services – Basic	
Class C Services – Major	
Class D Services – Orthodontia	
Dental Percentage Payable	
Class A Services – Preventative .....	100%
Class B Services – Basic .....	80%
Class C Services – Major .....	50%
Class D Services – Orthodontic .....	50%
Maximum Benefit Amount	
For other than Class D – Orthodontia	
Per Person .....	\$2,000
For Class D – Orthodontia	
Lifetime maximum per person .....	\$2,000
(Age 8 to Age 19 )	
Pre-existing .....	none