

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN THE

**TOWN OF GREENWICH**

AND

**LOCAL 1042, INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS  
AFL-CIO**

**2009 - 2012**

***CONTRACT BASED ON THE INTEREST ARBITRATION AWARD IN  
SBMA CASE 2010-MBA-310***

July 19, 2010

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COLLECTIVE BARGAINING AGREEMENT

THE TOWN OF GREENWICH  
and  
LOCAL 1042  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

THE TOWN OF GREENWICH, ("Town") and LOCAL 1042, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, ("Union") 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 Union as the exclusive bargaining representative for all permanent, full-time uniformed and investigatory personnel employed in the Greenwich Fire Department with the exception of the Fire Chief and the Assistant Fire Chief.

The terms and conditions of employment for the Fire Marshal are set forth in Appendix XII.

ARTICLE II  
NOTICE

The Town shall give each member a copy of this Agreement and provide the Union with an electronic copy.

ARTICLE III  
WAGES

- A. Members shall be paid the annual wage at the appropriate rate per year as set forth in Appendix I to this Agreement. Members shall be furnished with the following information with their paychecks: regular hours paid, regular rate of pay, overtime hours paid, overtime rate of pay, stipends paid, rate of pay for each stipend, itemized deductions and year to date totals.
- B. There shall be no increases in the annual wage rates of Appendix I for the contract year July 1, 2009 through June 30, 2010. This shall not preclude a bargaining unit employee from receiving any step advancement within grade that the employee is due during the contract year July 1, 2009 through June 30, 2010. This shall not preclude a bargaining unit employee from receiving such wage or salary increase as may be due as the result of a promotion or reclassification of position.

Effective July 1, 2010, the annual wage rates set forth in Appendix I shall be increased by three percent (3.0%) over the annual wage rates in effect on June 30, 2010.

Effective July 1, 2011, the annual wage rates set forth in Appendix I shall be increased by two percent (2.0%) over the annual wage rates in effect on June 30, 2011.

- C. A member who is promoted to a sworn officer position and has not met all of the required qualifications for such position shall be paid at the entry rate of pay and upon possessing all of the required qualifications shall be paid at the top rate for such position. A member who is promoted to a sworn officer position and possesses all of the required qualifications for such position at time of promotion shall be paid at the top rate for such position. The required qualifications are those as contained in the job description approved by the Department of Human Resources.
- D. A bargaining unit member who is authorized and acts in a higher salaried position shall be paid at the minimum of the rate for such position for the shift or part thereof. In the event the member acting in such higher salaried position possess all of the qualifications for such position such member shall be paid at the top rate for such position.

#### ARTICLE IV COLLECTIVE BARGAINING

- A. All collective bargaining shall be conducted between authorized representatives of the Union and authorized representatives of the Town.
- B. The authorized representatives of the Union negotiating committee shall be granted leave from duty with full pay for all reasonably necessary meetings with the Town for the purpose of negotiating a successor agreement when such meetings are held at a time when such authorized representatives are scheduled to be on duty.
- C. The authorized representatives of the Union grievance committee shall be granted leave from duty with full pay for all reasonably necessary meetings with the Town for the purpose of processing grievances when such meetings are held at a time when such authorized representatives are scheduled to be on duty.
- D. Members designated by the Union shall be granted leave from duty with full pay for Union business, provided such total leave for the bargaining unit shall not exceed four hundred forty hours (440) per fiscal year. Leave for Union business shall be limited to the following: local Union meetings, Uniformed Fire Fighters Association of Connecticut meetings, labor conventions, and other union related activities as requested by the Union and approved by the Chief. Meetings called by the Town, which a Union official is requested by the Town to attend, shall not be charged against Union Business Leave.
- E. Leave from duty under this Article shall be taken only for such time as is necessary to complete the specified purpose.

- F. No more than five (5) authorized representatives or alternates on the Union negotiating committee and no more than three (3) authorized representatives or alternates on the Union grievance committee shall be entitled to leave from duty under this Article.
- G. Each member of the bargaining unit who is a director of the Greenwich Municipal Employees' Credit Union shall be granted leave from duty with full pay up to two (2) hours per month, non-cumulative, for all necessary directors' meetings of the Credit Union, when such meetings take place at a time when such members are scheduled to be on duty; provided, however, that the aggregate number of directors granted such leave (whether from the bargaining unit or otherwise) shall not exceed a total of twelve (12) per month.
- H. The Union shall be allowed one man in each station to represent the members on all matters involving wages, hours, or conditions of employment, provided that no such representation shall interfere with Town business or result in any cost to the Town. The Union, on or before July 1 of each year, shall notify the Town of the name of each representative so designated and, within fifteen (15) days, of any changes in the representatives.

ARTICLE V  
WORK WEEK AND WORK DAY

- A. 1. The work day for all members performing firefighter duties shall be a ten (10) hour tour, 8:00 a.m. to 6:00 p.m., immediately followed by a fourteen (14) hour tour, 6:00 p.m. to 8:00 a.m., or until properly relieved which shall be followed by seventy – two (72) consecutive hours off. Effective July 1, 2001 the Department shall establish a rolling twelve (12) month sick leave average that shall include all members of the bargaining unit in such calculation. Job related illness or injury leave shall be excluded from the average. Also excluded from the average shall be sick leave charged against a member for a claimed job related illness or injury pending the Town's initial determination of such claim. Thereafter, such sick leave average shall be calculated on a rolling twelve (12) month basis. In the event such sick leave average exceeds 9.0 days the Chief shall notify the Union in writing and the Chief and the Union shall meet to discuss the increase in the sick leave average. The discussions shall include a review of any special circumstances leading to the increase and how these special circumstances should be considered. If, on the first of the month following a thirty (30) day period from the date the Chief notified the Union, the sick leave average continues to exceed 9.0 days, the Chief may unilaterally revert to the work schedule that was in effective prior to January 1, 2001. The return to the prior work schedule shall be effective on a date to be determined by the Chief with at least sixty (60) days written advance notice to the Union and members.

2. A member may be released from duty up to one (1) hour prior to the end of his/her shift with no loss of compensation when properly relieved early by his/her replacement. The member reporting early shall not be entitled to any additional compensation. The Union shall hold the Town harmless from any liability in the event that this provision is found to be contrary to federal or state wage and hour law.
- B. Members whose assignment is other than line fire fighting duties shall work a workweek averaging forty-two (42) hours per week computed over a period of one (1) fiscal year. The workday for such members shall normally be an eight (8) hour tour, starting at 8:30 a.m., together with such additional hours as may be required to perform their assigned duties, in accordance with the work schedules established by the Fire Marshal.
  - C. Members shall have the right to temporary exchange of shifts (swaps) when the exchange does not interfere with the operation of the Department, does not result in the member working in excess of forty-eight (48) consecutive hours and does not result in any costs to the Town. A swap shall not be permitted if such swap is in conflict with the training needs of the department. Members may exchange a day shift for a night shift or a night shift for a day shift at their option. However it is expressly understood and agreed to that the exchange of shifts will not result in any additional salary, overtime, or otherwise affect the member's bi-weekly pay. In no event shall a member be eligible to temporarily exchange shifts (swaps) when the exchange results in the member working forty-eight (48) consecutive hours in excess of three work cycles in a calendar month.

## ARTICLE VI OVERTIME

- A. Overtime shall consist of all work performed in excess of a member's workweek or workday. In no event shall a member work more than forty-eight (48) consecutive hours, including exchange of duties, except during emergencies declared by the Fire Chief or designated duty officer.
- B. The rate of pay for overtime for members performing fire fighting duties shall be one and one-half (1 1/2) times the regular hourly rate, multiplied by twelve (12) hours if the member works a full tour of duty, or multiplied by the actual number of hours a member works if the member works less than a full ten (10) or fourteen (14) hour tour of duty. The rate of pay for overtime for members not performing fire fighting duties shall be one and one-half (1/2) times the regular hourly rate, multiplied by the actual number of hours the member works in excess of forty-two (42) hours per week computed over the period of the last one (1) fiscal year.
- C. 1. Overtime work shall be distributed as provided in the May 14, 2004 overtime agreement annexed hereto as Appendix IX.

2. The Town and Local 1042 will work collaboratively in a labor-management committee to review and propose changes to Appendix IX (May 14, 2004 Overtime Agreement). Proposed changes agreed to by the committee are subject to final agreement by Town and Local 1042.
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- D. Overtime shall not include time for physical exams, voluntary services on or attendance at panels or forums, educational classes which are not a designated part of the training program established by the Town pursuant to Article XVI of this Agreement, or classes taken to obtain qualification in the area of first aid for which a payment is to be made pursuant to Article XVI, C of this Agreement.
  - E. Overtime shall not include time for required attendance at any disciplinary hearing convened by the Chief of the Fire Department in which the member is the subject of the hearing, provided, however, that if the member is exonerated after any disciplinary hearing then he/she shall be paid his/her regular hourly rate for the time actually spent at such hearing in excess of his/her work week or work day. "Exoneration" for purposes of receiving pay under this section shall require a specific finding that the member did not commit the act with which he/she was charged.
  - F. Overtime shall not include time for required attendance at any disciplinary hearing convened by the Chief of the Fire Department in which the member is a necessary witness and called by the member who is the subject of the hearing. A member required by the Town to attend any disciplinary hearing convened by the Chief of the Department in which the member is not the subject of the hearing shall be paid his/her regular hourly rate for the time actually spent at such hearing in excess of his/her work week or work day.
  - G. All compensation for overtime shall be paid in the pay period following the pay period in which the overtime was worked.
  - H. In the event that a member of the Fire Marshal's Office is "called in" on a weekend or holiday weekend, that person shall receive overtime pay at a rate of one and one-half (1 1/2) times the regular hourly rate, for a minimum of four (4) hours.
  - I. The Fire Captain, Training, shall receive, in lieu of overtime, compensatory time at the rate of time and one half. This time must be allowed to be taken within thirty (30) days of the Captain's request. If the Captain is not allowed to take said time within thirty (30) days of such request, the Captain shall be paid at time and one half for the hours owed.
  - J. Payments to members for fire watch as required either by Section 29-143a of the General Statutes of the State of Connecticut or by directive of the Chief or Assistant Chief of the Fire Department shall be at the rate of thirty-five dollars (\$35.00) per hour and for a minimum of three (3) hours, except for Town functions, which shall be paid at the member's overtime rate. Volunteer firefighters shall have first preference for fire watch assignments except for Town functions. If no volunteers are available for such

assignments, the Town shall offer fire watch assignments to members using the fire watch list. In non-emergency situations, the Chief or a non-bargaining unit designee shall contact volunteer firefighters for fire watch assignments.

ARTICLE VII  
HOLIDAYS

- A. Members shall receive twelve (12) days holiday pay in lieu of time off on holidays. Such holiday pay shall be computed by dividing the annual wage rate of the member by one hundred and eighty-two (182). The holiday pay due each member as of the first week of December and the first week of June of each year shall be paid to each member in that week. A member who retires prior to the payment of holiday pay shall receive a pro rata holiday payment at the time of retirement based on the number of complete months from the last holiday payment received by the member.
- B. The Deputy Fire Marshall and Fire Inspectors will standby on a rotating schedule for weekends and holidays. They will be allowed to exchange standby time with other Fire Inspectors. A Fire Inspector shall receive forty dollars (\$40.00) per standby weekend, and twenty dollars (\$20.00) per standby on a holiday. If the Fire Inspector fails to respond while on standby, he/she will forfeit the standby pay. Fire Inspectors will not be responsible for standby in the event of vacations, injury, sickness or funeral leave.

ARTICLE VIII  
SICK LEAVE

- A. In each year of continuous service through completion of the ninth (9th) year of service, a member shall earn sick leave at the rate of twelve (12) hours per month. In each year of continuous service commencing with the tenth (10th) year of service, a member shall earn sick leave at the rate of eighteen (18) hours per month. Sick leave may be accumulated to a maximum of two thousand one hundred sixty (2,160) hours.
- B. 1. At the time of retirement or death under the provisions of this Agreement, a member, 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 - 480 hours	0%
481 - 1080 hours	25%
1081 - 1620 hours	35%
1621 - 2160 hours	40%

- 2. Members hired on or before October 1, 1996, at the time of his/her retirement or death, a member, his/her heirs, or his/her estate shall be paid at the rate of his/her last position with the Town for up to fifty percent (50%) of his/her accumulated

sick leave, provided that in no instance shall payment be made for more than one thousand eighty (1,080) hours sick leave.

3. The payment of unused sick leave at retirement or death as provided in section B (2) above shall be computed by dividing the member's annual wage rate by two thousand four hundred (2,400) hours. Sick leave shall not be assessed for pension at the time of retirement.
- C. Sick leave shall not be considered a privilege a member may use at his/her discretion, but shall be allowed only in case of (i) the member's personal illness or physical incapacity resulting from causes beyond his/her control, or (ii) the illness of an individual within the member's immediate family (defined as spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, parent-in-law or any relation domiciled with a member who is listed as a dependent on the member's income tax ) that requires the member's personal care and attention not to exceed sixty hours of paid sick leave. Sick leave used due to illness of a member of the member's immediate family shall be charged against the regular sick leave account.
  - D. Accumulated sick leave will remain to the credit of a member for a period of three (3) years after leaving the service of the Town, and will be reinstated if he/she returns to service within that period of time.
  - E. In the event that a member is entitled to sick leave pursuant to Section C of this Article, but does not have earned sick leave available, the member may borrow from his accrued, unused vacation leave as of the time sick leave is taken. The vacation leave so used may subsequently be repaid by subsequent sick leave earned at the applicable rate.
  - F. A member taking sick leave shall inform the Department that he/she is taking sick leave and the expected duration of the absence as soon as possible, and failure to do so within a reasonable time will be cause for denial of sick leave with pay for the period of absence.
  - G. Upon hire, a member shall be given an advance credit of two hundred forty (240) hours of accumulated sick leave which can be used in the same manner as regularly accumulated sick leave and which shall be repaid as the member earns sick leave. Should a member use any or all of his or her advance credit of two hundred forty (240) hours and then leave the employment of the Town without having repaid the hours used, the Town shall recover the value of the hours from the member. No payment under Section B of this Article shall be made for the advance credit of two hundred forty (240) hours.

#### ARTICLE IX INJURY LEAVE

- A. A member who incurs an injury which is covered under the Connecticut Workers' Compensation Act and which occurs while employed by the Town shall be entitled to injury leave pay equal to the difference between the compensation received under said

Act and his/her normal rate of pay for the number of days of necessary absence until the member has recovered sufficiently to return to duty or has been retired on a disability or regular pension.

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

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

- B. The Town may, during all or any part of an injury leave, assign a member on injury leave to duties other than his/her regular duties which he/she is capable of performing within the Fire Department; provided, however, that the member shall not receive a lesser wage rate or lesser benefits, including pension rights, for such duties than he/she would have received if he/she had continued to be employed in the Fire Department without injury leave.
- C. The Town may assign any employee who has been or is disabled as the result of service-connected injury or illness, and who has reached the point of maximum recovery but is unable to perform his/her regular duties, to another position in the Town services outside of the Fire Department, provided that he/she shall not receive a lesser wage rate or lesser benefits, including pension rights, for such a position than he/she would have received if he/she had continued to be employed in the Fire Department without the injury or illness.
- D. A complete report of each accident shall be made to the Fire Chief or designee as soon as practical after it occurs.

#### ARTICLE X FUNERAL LEAVE

- A. Members are entitled to up to seventy-two (72) consecutive working hours of funeral leave with pay in the event of death of a member of the "immediate family" as defined in Article VIII, Section C of this Agreement and forty-eight (48) consecutive working hours of 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. The Chief of the Department may, in his sole discretion, grant a member twenty-four (24) consecutive working hours of funeral leave with pay in the event of the death of a member's relative not otherwise covered in this section, to permit the member to attend a memorial or funeral service for such relative or to permit a member travel time when reasonably necessary.

- B. Funeral leave shall not be deducted from sick leave.
- C. The actual number of working hours taken up to the maximum provided shall be based on actual need for funeral leave.

ARTICLE XI  
VACATIONS

- A. The Town shall grant vacation leave with pay to all full-time members in accordance with this Article. No vacation leave shall be granted during the first six (6) months of service, except in the discretion of the Chief of the Fire Department, but upon completion of the first six (6) months, the time served during such period shall be used in computing vacation leave.
- B. Annual vacations with pay shall be granted in each fiscal year of each of the following categories as follows:
  - 1. (a) Commencement of service to completion of six (6) months of continuous service sixty (60) hours (to be deducted, if granted and taken, from the one hundred twenty (120) hours due after completion of one (1) year);
  - (b) Commencement of service to completion of one (1) year of continuous service one hundred twenty (120) hours (subject to the deduction of the sixty (60) hours, if granted and taken, as above);
  - 2. Commencement of second (2nd) year of continuous service to completion of fourth (4th) year of continuous service one hundred twenty (120) hours;
  - 3. Commencement of fifth (5th) year of continuous service to completion of ninth (9th) year of continuous service one hundred eighty (180) hours;
  - 4. Commencement of tenth (10th) year of continuous service and after two hundred forty (240) hours.
- C. The Chief of the Department may limit the number of members who may be on vacation at any one time to four (4) Fire Fighters, one (1) Deputy Chief and two (2) Fire Lieutenants on each working shift. The parties agree, that in the event of any change in the number of budgeted fire fighting positions, the Town or the Union may request to re-negotiate the number of fire fighters on vacation at any one time. The Chief shall resolve, prior to March 1st of each year, any conflicts in first pick of vacation on the basis of seniority. After March 1st and before April 15th of each year, members shall submit their other picks of vacation to the Chief of the Fire Department. The Chief shall resolve any conflicts in other picks of vacation on the basis of seniority. Except for the restrictions of this Section C, the vacation of any member may at their discretion, be started on any of his scheduled work days, and, at their discretion, the vacation leave due

the member may be split into any combination of vacation days. Members shall be allowed to take vacation days in a six (6) hour increment for attending college courses toward a degree in Fire Science or Fire Technology with forty-eight hours prior notice to the Department. The six (6) hour increment shall be contiguous to the beginning or end of a day or night shift.

- D. Members may make other vacation picks subject to the restrictions of Sections C and E, upon forty-eight (48) hours written notice in a manner to be determined by the Chief of the Fire Department. At the discretion of the Chief, the time limits provided in this section may be waived.
- E. Members may carry forward unused vacation time and take consecutive vacation days as follows:
  - 1. Members shall be entitled to carry forward unused vacation leave from one fiscal year to the next; provided, that a member shall not carry forward more than two hundred forty (240) hours of unused vacation leave. A member shall not be entitled to take more than three hundred sixty (360) hours of vacation at a consecutive interval or during any fiscal year.
  - 2. If a member agrees to waive his/her rights to vacation leave during a particular fiscal year at the request of the Chief of the Fire Department, the Chief shall permit such member to take part or all of the earned vacation leave during the following fiscal year without regard to the limitations set forth in subsection 1 of this Section regarding carryover of vacation days, vacation days to be taken at a consecutive interval, or total vacation days to be taken during any fiscal year. Any such permission shall be in writing and given to the Director of Human Resources and the member at the time such request by the Chief of the Fire Department is made.
  - 3. Vacation leave not used during any current fiscal year and not entitled to be carried forward to the next fiscal year shall be lost only at the end of the current fiscal year.
  - 4. Anticipated loss of vacation leave under subsection 3 of this Section shall not entitle a member to any special consideration in the scheduling of his/her vacation time.
- F. A member who leaves the service of the Town shall receive payment for unused accrued vacation hours based on the hourly rate of 1/2184 of base pay, and for this purpose, credit for unused vacation leave shall be computed on a monthly basis. A member who takes his/her vacation leave and leaves the service of the Town prior to the end of the fiscal year, shall have deducted from his/her last salary check an amount equal to each vacation hour taken but not earned and for this purpose, vacation shall be earned on a monthly basis.

- G. In the event a member is entitled to vacation leave at the time of his/her retirement or death, he/she or his/her heirs or his/her estate, as the case may be, shall receive payment for unused accrued vacation hours based on an hourly rate of 1/2184 of base salary.

ARTICLE XII  
INSURANCE

- A. Effective prior to January 1, 2011, the Town shall provide for each member and his/her enrolled dependents the following insurance:

1. Members have the option to participate in the Point of Service (POS) medical plan, the Town's High Deductible Health Plan (HDHP) with Health Savings Account (HSA), or one of the offered HealthNet medical plans. The Town shall pay ninety-three percent (93%) of the cost of the premium or premium equivalent of such plans. The member 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 VI.
2. Members may elect to participate in the PPO medical plan (summary of plan benefits is annexed hereto as Appendix V) and shall be required to pay an amount that is the difference between ninety-two (92%) 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. Members who elect medical coverage other than the Town's HDHP-HSA shall be enrolled in the prescription drug plan. A summary of the prescription drug plan benefits is annexed hereto as Appendix VII. The Town shall pay ninety-two (92%) percent of the cost of the premium or premium equivalent of such plan and the member 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).

- B. Effective January 1, 2011, the Town will no longer offer the Anthem PPO and POS medical plans.

Effective January 1, 2011, the medical plan options available to employees shall be the Anthem HSA-HD, Health Net POS and Health Net HMO (subject to the Town's right to change plan administrators pursuant to Section D below). An employee who elects to participate in the Town's flexible spending program for medical expenses is not eligible for enrollment in the HDHP-HSA, and is limited to enrolling in the Health Net POS or HMO.

The Town shall make an annual contribution to the employee's HSA in the amount of \$1,250 for single coverage and \$2,500 for couple or family coverage. The Town shall pay 100% of the annual contribution in January of each plan year.

The HDHP shall have an individual deductible of the higher of \$1,500 for a single plan and \$3,000 for a couple or family plan or the minimum allowable pursuant to the Internal Revenue Code (IRC). In the event, as a requirement of IRC compliance, the deductible is increased above the \$1,500 and \$3,000, the Town shall increase its contribution to the employee's HSA account to reflect a contribution equal to 83.33 percent of the new IRC required deductible. The effective date of the increase in the Town contribution shall be the date of the IRC deductible increase. Increases in the Town's contribution resulting from IRC requirements effective other than on January 1, shall be pro rated for the remaining period of the January to December plan year. As an example, if the IRC requires a minimum single deductible of \$1,750 and a couple or family of \$3,250 effective July 1, the Town's annualized contribution will increase to \$1,458 for a single plan and to \$2,708 for a couple or family plan on a prorated basis for the period July 1 through December 31.

- C. The Town shall pay ninety-two percent (92%) of the medical and prescription premium or premium equivalent with the employee paying the balance. Effective July 1, 2010, the Town shall pay ninety percent (90%) of the medical and prescription premium or premium equivalent with the employee paying the balance.
- D. The Town retains the sole and exclusive right to select and/or change the medical plan administrators. In the event the Town changes medical plan administrators and there is a disagreement on the level of benefits, coverage's or services provided with the new medical administrator(s) the Union may grieve such disagreement pursuant to Article XXI of the Agreement, except that the size and scope of the in-network providers shall not be arbitrable.
- E. Members may elect to be enrolled in the Town's dental plan. A summary of the dental plan benefits is annexed hereto as Appendix VIII. The Town shall pay ninety two (92%) percent of the cost of the premium or premium equivalent of such plan and the member shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option). Effective July 1, 2010, the Town shall pay ninety percent (90%) of the cost of the premium or premium equivalent with the employee paying the balance.
- F. 1. Effective July 1, 2010, the Town shall provide for each member a term life insurance policy with a basic life benefit equal to 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. The member may buy from the Town's insurer additional term life insurance in an amount equal to the employee's basic life benefit, at the actual prevailing rate charged the Town.

2. The Town shall provide for each member a two hundred thousand dollar (\$200,000.00) life insurance policy for death occurring in the line of duty. This policy is in addition to any other insurance.
- G.
1. Members who retire 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 plans. For any such 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 member enrolls. For any period of time that the individual is eligible for coverage under some other group health insurance plan (i.e., as a dependent under a spouse's plan or another employer's plan as a member or dependent) this provision shall not apply.

Effective January 1, 2011, at the time of retirement, a member who retires with twenty (20) or more years of credited service in the retirement system may elect to participate in the High Deductible Health Plan (HDHP) or may elect another medical plan offered by the Town. In addition, if the retiree meets the Internal Revenue Code (IRC) eligibility criteria for a Health Savings Account (HSA), the member may also elect to participate in the HSA. The Town shall pay seventy-five percent (75%) of the HDHP premium and the retiree shall pay twenty-five percent (25%) of the HDHP premium. If the retiree is also eligible and participating in the HSA, the Town shall make an annual contribution to the retiree's HSA in an amount equal to seventy-five percent (75%) of the amount the Town contributes for active members who are enrolled in the HSA. The Town contribution to the HSA shall be made in four equal quarterly payments: January, April, July and September. At the time the retiree is no longer eligible to participate in an HSA pursuant to the IRC, the Town's obligation to make contributions to the retiree's HSA shall immediately terminate. The retiree, however, may continue to be enrolled in the HDHP and the Town shall continue to pay seventy-five percent (75%) of the HDHP premium.

At age 65, the health contracts will be amended pursuant to current Federal regulations and to permit full supplemental payment of benefits by the Town under Medicare Part A and Part B. This does not extend coverage to claims not eligible for Medicare reimbursements.

A surviving spouse of an employee who dies in the line of duty shall be eligible to continue to be enrolled in the group medical plans and, if applicable, prescription drug plan, by paying twenty-five percent (25%) of the Town's cost of coverage. At such time when the youngest surviving child reaches 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 plan(s) by paying one hundred percent (100%) of the Town's cost of coverage. Effective January 1, 2011, the provisions above which are applicable to a retiree electing the HDHP shall apply to a surviving spouse of an employee who dies in the line of duty.

2. The widow/widower of a retired member shall be allowed to continue to be enrolled in the Town's group medical plans which are offered to employees. The cost of coverage shall be one hundred percent (100%) of the Town's premium cost for such coverage. For any period of time that the widow/widower is eligible for coverage under some other group health insurance plan, this provision shall not apply.
  3. For an employee who is awarded an accidental disability retirement allowance by the Retirement Board on or after the approval of this Agreement or issuance of the interest arbitration award in Case 2010-A-310, the Town shall pay the following percentage of the premium cost of coverage for the retiree: eighteen and three quarters percent (18.75%) if such retiree had less than five (5) years of credited service in the retirement system; thirty-seven and one half percent (37.5%) if such retiree had five (5) years but less than ten (10) years of credited service in the retirement system; fifty-six and one-quarter percent (56.25%) if such retiree had ten (10) years but less than fifteen (15) years of credited service in the retirement system; seventy-five percent (75%) if such retiree had fifteen (15) or more years of credited service in the retirement system. If such employee is also eligible and participating in the HSA, the Town shall make an annual contribution to the retiree's HSA in an amount equal to the applicable percentage (as provided herein) of the amount the Town contributes for the active members who are enrolled in the HSA. The Town contribution to the HSA shall be made in four equal quarterly payments: January, April, July and September.
  4. For an employee who is awarded an accidental disability retirement allowance by the Retirement Board on or after the approval of this Agreement or issuance of the interest arbitration award in Case 2010-A-310, if a determination is rendered by the Workers' Compensation Commissioner in the case of an accepted claim filed by the employee that the employee is permanently and totally disabled from performing any gainful work, the Town shall pay one hundred percent of the premium cost of coverage during retirement for the period that the employee remains permanently and totally disabled from performing any gainful work.
- H. Members of the bargaining unit who are not enrolled in the HDHP may participate in the "Town of Greenwich Flexible Spending Account".
- I. The Town shall provide members with Lyme Disease vaccination, if desired by the member.

### ARTICLE XIII PENSIONS

- A. The Retirement System of the Town of Greenwich as presently in effect for members, as amended to date, as on file with the Retirement Systems Administrator, shall be in effect for all eligible members. Effective October 23, 2000, the mandatory retirement

contribution shall be five percent (5%) of pensionable earnings for a maximum of twenty six (26) years and eight (8) months of creditable service. Member contributions shall be paid on a pre-tax basis pursuant to Section 414(h) of the Internal Revenue Code.

- B. The Town will, upon request from the Union, meet and confer with respect to the matter of existing retirees pension benefits. It is understood that such discussions will not take place in the context of collective bargaining with respect to this Agreement or its successor nor will such discussions be subject to the provisions of the Municipal Employee Relations Act or the impasse procedures thereof. It is likewise agreed that this provision shall not be used as precedent or in any way prejudice the Town's or the Union's position regarding the negotiation of retirees benefits.
- C. The retirement allowance of a member shall be determined by use of final compensation. Final compensation shall mean the annual earnable compensation (including holiday pay, night shift differential, MRT/EMT pay and the Certified Fire Inspector stipend; hazmat team, confined space, trench rescue and dispatch stipends) of a member during the one (1) year of creditable service with the Fire Department for which such compensation was the highest.
- D. Each member 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 such military service that the member makes an additional contribution to the Town. Said additional contribution shall be the member'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 a member buy credit for more than four years of service.
- E. A member's superannuation or disability pension shall not be reduced for any reason, however, at no time may such disability pension, when combined with benefits which arise out of Sections 7-433(b) and Chapter 568, State of Connecticut Workers' Compensation Act, exceed one hundred percent (100%) of the salary currently being paid to a member who holds the same rank and seniority that the member held on the date of his/her retirement.
- F. Section 193 and 194 of the Town of Greenwich Retirement system shall provide for the payment of survivors benefits to dependent children of members in the event there is no surviving spouse at the time of a member's death. The survivors' benefits shall be paid in equal shares to dependent children who have not attained the age of 18 and/or to dependent children who are full time students who have not attained the age of 23. In the event a member's surviving child was physically or mentally incapacitated for substantial gainful employment before attaining age 18, the portion of the survivor's benefit payable on such child's account shall be paid for the duration of such incapacity.

Sections 193 and 194 of Article XIV, the Greenwich Retirement System shall be modified to allow a surviving spouse or dependent children as defined by this Section, of a member or retired member to receive, in the event of the death of such member or

retired member, an annual pension of one-half of the retiree's actual pension which pension shall continue to be paid while the spouse remains unmarried or until there are no dependent children, whichever is later.

- G. The minimum requirements for service retirement shall be twenty (20) years of creditable service, regardless of age. The amount of retirement allowance shall be based upon the years of creditable service and final compensation. For purposes of death benefits payable under Section 194 of the Charter for members who retire under the provisions of this paragraph, the members will be assumed to be retired from the date of termination rather than the date benefit payments commence.
- H. The Town shall make available to permanent members the option to participate in the "Savings Plan for Employees of the Town of Greenwich" (401 k) and a deferred compensation plan pursuant to Section 457(b) of the Internal Revenue Code, via payroll deduction, as long as each plan is approved pursuant to applicable Federal or State law, rules and regulations pertaining thereto. The Town shall match a member's contribution to these deferred compensation accounts as provided below.

For member contributions made during calendar 2003, and each year thereafter, the Town shall match on a dollar for dollar basis member contributions on a dollar for dollar basis up to a maximum of \$1,250. The Town's match shall be credited to the member's account in January of the following year.

For calendar year 2010, the Town shall match member contributions on a dollar for dollar basis up to a maximum of \$1,350 in the aggregate. For calendar year 2011, the Town shall match member contributions on a dollar for dollar basis up to a maximum of \$1,450 in the aggregate. For calendar year 2012, the Town shall match member contributions on a dollar for dollar basis up to a maximum of \$1,550 in the aggregate. The Town match shall be credited to member's account(s) during the first week of January in the year following the member's contribution.

- I. Members shall be vested after ten (10) years of creditable service. A member who resigns from the Department with ten (10) years of creditable service, but prior to meeting the requirements for a service retirement pursuant to Section G, shall be eligible to collect a deferred vested pension at age fifty (50). The amount of the pension shall be in accordance with the Town of Greenwich Retirement system and payment shall commence following written application to and processing by the Retirement Board.
- J. The rate of benefit for calculation of a member's retirement allowance shall be 1/40 or 2.5 percent for each year of creditable service as a member; provided however, that: (1) a member with twenty six (26) years and eight (8) months of member creditable service 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.

ARTICLE XIV  
UNIFORMS AND PROTECTIVE - CLOTHING AND  
DAMAGED PERSONAL EQUIPMENT

- A. The Town shall provide all permanent members such station/work clothes and personal protective gear as required by NFPA standards for the performance of assigned duties. The station/work uniforms shall meet at a minimum the criteria set forth, at the time of purchase, by the current edition of the NFPA standard pertaining to station/work uniforms. The protective gear shall meet at a minimum the criteria set forth, at the time of purchase, by the current edition of the NFPA standard pertaining to protective ensemble for structural fire fighting. Probationary members shall be provided with the clothing and gear as stated above before any duties are assigned. Once the probationary period has been successfully completed, each member shall be issued a class A dress uniform, including pants, shirt, tie, gloves, belt, uniform dress coat, multiuse coveralls meeting NFPA standards, three season jacket and dress hat. Should the NFPA standard change during the term of this agreement, the Town shall not be required to comply with the changed standard until such time as the Town is purchasing replacement protective gear and or station/work uniforms, unless otherwise require by law. The Town shall permit members to retain their current turnout gear as the Town replaces such turnout gear during the normal replacement cycle.
- B. In each case in which a member is required to supply and maintain personal equipment for the performance of his/her duties, (as, for example, clothing, shoes, corrective eye glasses or contact lenses, or flashlights) the Town shall pay the cost of repairing or replacing such personal equipment as is substantially damaged or totally destroyed in the course of employment. A member who submits a claim under this Section shall submit such reasonable substantiation as the Town shall require, of damage or destruction in the course of employment and not merely claim that loss, damage, or destruction occurred during the time on duty.
- C. Members shall wear either work uniforms or dress uniforms to and from work, at the discretion of the Chief of the Fire Department.
- D. Each member shall be paid a uniform and bedding maintenance allowance in the gross amount of five hundred ten dollars (\$510.00), subject to required withholding of state and federal taxes, to be paid in June of each year. This allowance shall be prorated on a monthly basis for each month that the member works a minimum of one shift.

ARTICLE XV  
MEMBER ACCOUNTS

Each member shall be given an account of his/her sick time and vacation time accruals no less than on a quarterly basis. Each member shall, in each alternate year, be given an account of the contributions to the Pension Fund.

ARTICLE XVI  
TRAINING

- A. The Town shall continue to provide a training program for all members. The nature and extent of the program, from time to time, shall be determined by the Town after consultation with representatives of the Union. The program shall still include, at least initially, training in the areas of first aid, physical fitness, and firemanatics.
- B. Members shall be paid at straight time for training, which is conducted during regular duty hours.
- C.
  - 1. Members hired on or after July 1, 1986, must attain certification as Medical Response Technicians in order to complete their probation and attain permanent status. If it is not possible for a member to get the certification by completion of the normal probationary period, the probationary period shall be extended for the number of weeks necessary for the training and examination for certification to be completed, but in no case shall the probationary period be extended longer than one year from date of hire.
  - 2. Members are required to maintain certification at the MRT level. It is the responsibility of the member to attend the required courses to maintain the MRT certification. The Department will schedule two (2) medical response re-certification courses (MRT/EMT) each year at a time established jointly by the Town and Local 1042. The Greenwich Fire Department will be responsible for the cost in the delivery of the two (2) medical response re-certification courses (MRT/EMT). The member shall be responsible for scheduling and attending the appropriate MRT/EMT course in order to maintain certification. The Department may release members who are on duty when the Department sponsored refresher course is scheduled if operational needs permit. Members who are unable to attend the Department sponsored refresher courses are responsible for making their own arrangements on their own time to maintain their certification.
  - 3. Members who have successfully completed their probationary period, and who are MRT certified, shall be paid for such MRT certification the sum of two hundred fifty dollars (\$250.00) on or about December 1 of each year and the sum of two hundred fifty dollars (\$250.00) on or about June 1 of each year. Members who are EMT certified and receiving the EMT stipend pursuant to paragraph 5 below shall not be entitled to receive the MRT stipend. Certification shall be a

prerequisite to payment. Members must be certified at the time the payment is made to be eligible to receive such payment. There shall be no prorating of the MRT stipend.

4. A member who desires to take the emergency medical technician's course, successfully completes such course, and obtains the EMT certification, shall be reimbursed by the Town for the cost of such EMT course. Members shall only be reimbursed for the initial EMT course taken following completion of their probationary period. Members shall not be reimbursed for cost that may be incurred for EMT re-certification. Members are required to attend EMT courses for certification and re-certification on their own time and the Town shall not be obligated to pay any overtime for time spent by members in obtaining certification and re-certification.
  5. Members, who have successfully completed their probationary period, who are EMT certified shall be paid for such qualification the sum of six hundred fifty dollars (\$650.00) on or about December 1 of each year and six hundred fifty dollars (\$650.00) on or about June 1 of each year. Certification shall be prerequisite to payment. Members must be certified at the time payment is made to be eligible to receive such payment. There shall be no prorating of the EMT stipend.
- D. Each new hire shall be given training at Connecticut Fire Academy or equivalent as determined by the Chief of the Department. A member's probationary period shall run for six (6) months after successful completion of said training provided that no member's probation shall extend beyond twelve months from his date of appointment as a Fire Fighter.

The above paragraph notwithstanding, a new hire who, at or just prior to appointment, is an active career firefighter and graduated the Connecticut Fire Academy Recruit Class within the past five years shall not be required to attend the Fire Academy for Recruit Firefighter class.

The Fire Department, in its sole discretion, may determine not to send a newly hired recruit to the State of Connecticut Fire Academy or similar training program based on the following criteria: (i) the recruit is Fire Fighter II certified and; (ii) such recruit successfully passes a multi-station skills assessment to determine their competency in firematic issues. This skill's assessment will be developed in conjunction with the Greenwich Fire Fighters Association. The Department's Training Officer shall administer the multi-station skill's assessment and certify those who successfully complete such assessment. A newly hired recruit, who is not required to attend the State of Connecticut Fire Academy, shall begin his or her probationary period upon successful completion of such multi-station skills assessment.

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ARTICLE XVII  
PHYSICAL FITNESS

- A. Recognizing that the physical fitness of a member is critical to his/her own health and safety as well as that of his/her fellow members and to the citizens they serve, the Town and the Union shall cooperate in efforts to maintain the physical fitness of all members covered under the terms of this Agreement.
- B. The Town shall provide for each member a complete physical examination, to include upon the recommendation of the physician a heart stress test, not less often than once in each twenty-four (24) month period. A member shall be required to pass the physical examination and be certified as fit to perform the duties of his/her position as a condition of continued employment. A member who fails to pass the physical examination shall be placed on a leave of absence and given a reasonable period of time within which to become fit for duty. During the first ninety (90) calendar days of such leave, a member may use accumulated sick leave. After ninety (90) calendar days or exhaustion of accumulated sick leave, whichever comes first, such leave shall be without pay.
- C. Members shall make a good faith effort to comply with the guidelines of the height/weight chart of Appendix II. The Town shall assist members who fall outside of these guidelines with advice regarding physical fitness programs and/or dietary programs to aid in their efforts to comply with these guidelines consistent with sound medical advice and the member's individual physical characteristics.
- D. The Town shall expend up to a maximum of ten thousand dollars (\$10,000.00) during the term of this Agreement for the purpose of providing physical fitness equipment and/or for making other physical fitness facilities available to members. Via the labor/management committee of Article XXIV (J) the Union shall cooperate with the Town in reaching its determinations regarding expenditure of these funds.
- E. In order to investigate and detect use of illegal drugs and the abuse of otherwise legal drugs or alcohol by members of the Greenwich Fire Department, the procedures set forth in Appendix IV will be effective during the term of this Agreement.
- F. Members hired on or after July 9, 1992 shall be and remain non-smokers as a condition of continued employment. Such members shall be subject to progressive discipline for violations of this policy. A member who wishes to quit smoking shall be referred to a smoking cessation program through the Employee Assistance Program.

ARTICLE XVIII  
EDUCATIONAL INCENTIVE ALLOWANCE

- A. The Town shall pay each qualified member an annual educational incentive allowance as follows:

1. Fifteen (15) semester-hour credits towards an Associate Degree from an accredited state technical college in fire service technology shall yield an educational incentive allowance of four hundred dollars (\$400.00).
2. Thirty-two (32) semester-hour credits towards such degree shall yield an educational incentive allowance of six hundred dollars (\$600.00).
3. Sixty-six (66) semester-hour credits shall yield an educational incentive allowance of seven hundred fifty dollars (\$750.00).
4. An Associate's Degree from an accredited college or university in Fire Administration, Science or Technology, Public Administration or Business Administration shall entitle a member to an educational incentive allowance of one thousand dollars (\$1,000.00).
5. A Bachelor's Degree from an accredited college or university in Fire Administration, Science or Technology, Public Administration or Business Administration shall entitle a member to an educational incentive allowance of one thousand five hundred dollars (\$1,500.00).
6. A Master's Degree from an accredited college or university in Fire Administration, Science or Technology, Public Administration or Business Administration shall entitle a member to an educational incentive allowance of two thousand dollars (\$2,000.00).

B. The Town shall make required payments in accordance with the following procedures:

1. A member claiming to have earned credits 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 credits standing to the credit of the member.
3. The educational incentive allowance due the member for the particular year shall be paid one-half (1/2) in December and one-half (1/2) in June.
4. No retroactive payments shall be made under any conditions and all decisions of the Director of Human Resources shall be final and not subject to the grievance procedure.
5. No member shall at any time receive pay for any course taken to earn credits, which would count toward his/her educational incentive allowance.

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ARTICLE XIX  
SPECIALTY TEAMS AND CERTIFICATION STIPENDS

A. Hazardous Materials Response Team

1. Non-probationary members who obtain and maintain a valid hazardous materials certification at the technician level shall be eligible to serve on the Hazardous Materials Emergency Response Team (Hazmat Team). Qualified members who volunteer to serve on such team shall be so assigned. The Department shall provide the training for members to obtain their initial certification at the technician level. In the event the training for the initial certification is scheduled during the member's off duty hours, the member shall be paid at appropriate overtime rates. It is the responsibility of the member to maintain their certification.
2. Members assigned to the Hazardous Materials Emergency Response Team shall serve for an initial three (3) year commitment. During the first year on the Hazmat Team a member may have one opportunity to resign from the Hazmat Team by providing thirty (30) days written notice to the Chief of the Department. Following completion of the first year a member shall be required to remain on the Hazmat Team for the remaining two (2) years of his/her initial commitment. Thereafter a member may resign from the Hazmat Team by giving twelve (12) months notice in writing to the Chief of the Department.
3. The Chief of the Department shall have the management prerogative of removing members from the Hazmat Team in his sole discretion. Removal from the Hazmat Team shall not be grievable except for a claim that such removal was arbitrary or an abuse of managerial discretion.
4. Members assigned to the Hazmat Team shall be required to complete a minimum of twenty (20) hours of refresher training per year in addition to any training required to maintain their certification. The Department shall provide twenty-four hours of refresher training annually during on duty time for all members assigned to the Hazmat Team.
5. Members assigned to the Hazmat Team shall be eligible to receive up to one thousand five hundred dollars (\$1,500.00) annually in specialty pay. A payment in the amount of seven hundred fifty dollars (\$750.00) shall be paid in June and a payment in the amount of seven hundred fifty dollars (\$750.00) shall be paid in December. Assignment to the Hazmat Team by the Chief of the Department shall be a prerequisite to entitlement to the specialty pay. There shall be no prorating of the specialty pay. Members must be assigned to the Hazmat Team at the time the specialty pay is paid to be eligible to receive such payment.

B. Confined Space Team and Trench Rescue Team

1. Non-probationary members who obtain and maintain a valid Confined Space or Trench Rescue certification shall be eligible to serve on the Confined Space Team and/or Trench Rescue Team. Qualified members who volunteer to serve on such team shall be so assigned. The Department shall provide the training for members to obtain their initial certification. In the event the training for the initial certification is scheduled during the member's off duty hours, the member shall be paid at appropriate overtime rates. It is the responsibility of the member to maintain their certification.
  2. Members assigned to the Confined Space Team and/or Trench Rescue Team shall serve for an initial three (3) year commitment. During the first year on the Team the member may have one opportunity to resign from the Team by providing thirty (30) days written notice to the Chief of the Department. Following completion of the first year a member shall be required to remain on the Confined Space Team and/or Trench Rescue Team for the remaining two (2) years of his/her initial commitment. Thereafter a member may resign from the Team by giving twelve (12) months notice in writing to the Chief of the Department.
  3. The Chief of the Department shall have the management prerogative of removing members from the Confined Space Team and/or Trench Rescue Team in his sole discretion. Removal from the either Team shall not be grievable except for a claim that such removal was arbitrary or an abuse of managerial discretion.
  4. Members assigned to the Confined Space Team and/or Trench Rescue Team shall be required to complete a minimum required hours of refresher training per year in addition to any training required to maintain their certification. The Department shall provide the required hours of refresher training annually during on duty time for all members assigned to the Confined Space Team and/or Trench Rescue Team.
  5. The Confined Space Team and/or Trench Rescue Team members assigned to either Team shall be eligible to receive up to twelve hundred dollars (\$1,200.00) annually in specialty pay for each Team so assigned. A payment in the amount of six hundred dollars (\$600.00) shall be paid in June and a payment in the amount of six hundred dollars (\$600.00) shall be paid in December. Assignment to the Confined Space Team and/or Trench Rescue Team by the Chief of the Department shall be a prerequisite to entitlement to the specialty pay. There shall be no prorating of the specialty pay. Members must be assigned to the Confined Space Team and/or Trench Rescue Team at the time the specialty pay is paid to be eligible to receive such payment.
- C. Effective July 1, 2005 a member who possesses a certification as a Certified Fire Investigator (CFI) from an accredited organization shall receive an annual stipend of fifteen hundred dollars (\$1,500). Such payment shall be made in two-seven hundred fifty dollar payments (\$750) to be paid in the first week in June and the first week in December.

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ARTICLE XX  
APPOINTMENTS TO POSITIONS AND  
ASSIGNMENT AS FLOATER

- A. Vacancies: The Town shall fill any vacancies or new positions in the competitive service of the Fire Department first by promotion of the permanent member in the unit bidding on the job who is best qualified to fill the position, or, if there is no such person, in such manner as the Town shall determine; provided, however, that if rehiring is used to fill the vacancy or new position, seniority with the Department shall govern the right of rehiring.
- B. Temporary Appointments: If there is no qualified current permanent member in the unit bidding on the job and the Town determines to fill the vacancy or new position by a temporary appointment, then whenever practical, the Town shall make such a temporary appointment by the promotion of the senior permanent member in the unit bidding on the job.
- C. Probation: To enable the Town to exercise sound discretion in the filling of positions within the Fire Department, no appointment, employment, or promotion to any position in the Fire Department shall be deemed final and permanent until after the expiration of the established probationary period. During the probationary period of any Fire Fighter, the Town may discipline or discharge such Fire Fighter, and during the probationary period of any Fire Inspector or Fire Lieutenant, the Town may reduce such member to his/her previous classification if the appointment was by promotion, or the Town may terminate the employment of the Fire Inspector or the Fire Lieutenant if his/her appointment was not by promotion, if during the probationary period, upon observation and consideration of his/her performance of duty, the Town shall deem him/her unfit for such appointment.
- D. Dispute over Qualifications to Fill Position: Qualifications of a member to fill a position may be the subject of a grievance where the determination of the Town is arbitrary, discriminatory, or an abuse of discretion.
- E. Temporary Appointments During Suspension or Pending Grievance: During the period of suspension of any member, or during the pendency of grievance procedures concerning separation from service, or demotion, the Town may fill the vacancy created only by a temporary appointment.
- F. Emergencies: To meet the requirements of an emergency condition which threatens life, property, or the general welfare of the Town, the Town may employ such persons as may be needed for the limited term of the emergency without regard to the regulations as to appointments in this Article.
- G. Posting: The Town shall post all job openings at each fire station and shall send a copy of the notice to the Secretary of the Union.

H. Floater: A member who is assigned as a Floater shall, upon his/her request, be relieved from such Floater duty, provided there is another member, in the judgment of the Chief of the Fire Department, who is qualified to perform such duty and who has less seniority than such Floater. The Town, as soon as practicable, shall train all members who have less seniority than the least senior member assigned as a Floater so that such members are qualified for such Floater duty.

I. Educational Requirements for Promotion: For any officer classifications above the rank of Lieutenant, such rank shall require, as a minimum qualification, an Associates Degree in Fire Technology or a Bachelor of Science Degree in a related field. This minimum requirement shall not apply to the first posting for such rank.

J. Service Requirements for Promotion: An employee must have the following qualifications to take a promotional examination, as of the date the examination is posted:

Fire Lieutenant – Five (5) years service as a career Firefighter in the Town of Greenwich

Deputy Chief – Two (2) years service Fire Lieutenant in the Town of Greenwich

Fire Training Lieutenant and Fire Training Captain – Five (5) years service as a career Firefighter in the Town of Greenwich

Fire Inspector/Deputy Fire Marshal – Five (5) years service as a career Firefighter in the Town of Greenwich

Fire Marshal – Two (2) years service as a Deputy Fire Marshal in the Town of Greenwich

In the event that the Town creates the rank of Captain, the qualifications for Deputy Chief and Captain shall be modified to:

Captain – Two (2) years service as a Lieutenant in the Town of Greenwich

Deputy Chief – Two (2) years service Captain in the Town of Greenwich

K. Fire Lieutenant, Training: The June 25, 2003 letter regarding Fire Lieutenant, Training Assignment shall continue in effect pursuant to its terms. The June 25, 2003 letter is annexed hereto as Appendix X.

L. Promotional Examinations: The current eligibility list for Fire Lieutenant shall expire on May 31, 2011. Thereafter, the Town shall post for a Fire Lieutenant examination during the first two-week period in January 2011 and every other January thereafter to establish successor two-year eligibility lists to become effective on June 1 and expire on May 31.

When there is a need for an eligibility list for another promotional position(s), the Human Resources Department shall administer an examination and promulgate an eligibility list with a duration of twenty-four (24) months.

The Town shall post a reading list for a promotional examination at least sixty (60) days prior to the examination.

## ARTICLE XXI GRIEVANCE AND ARBITRATION PROCEDURE

- A. No member with permanent status shall be disciplined, suspended, or discharged except for just cause. If a member is so disciplined and, in the judgment of the Union, this action is taken by the Town without just cause, or should a member or group of members 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 affecting his/her or their health or safety, adjustment shall be sought as follows, except that in the case of disciplinary action, the Union may initiate such grievance at Step 2:

Step 1: The grievance shall be submitted by the member, or by a representative of the Union on the member's behalf, in writing to the Chief or the Chief's designated representative. Such grievance shall set forth the nature of the instance being grieved and the remedy being sought. Within seven (7) calendar days after receipt of said grievance, the Chief or his/her designee shall meet with the representatives of the Union for the purpose of resolving the grievance. The Chief shall respond in writing to the Union within seven (7) calendar days of this meeting. It is understood that any grievance settled at this step shall be without precedent or prejudice with respect to any other grievance.

Step 2: If the grievance is not resolved at Step 1, or not otherwise timely processed by the Chief or by the Chief's representative, the Union may appeal by filing said grievance in writing to the First Selectman or his/her designee. Said filing shall be submitted no later than fourteen (14) calendar days after receipt of the Step 1 response; and in the event there is no Step I response to the grievance, said filing shall be no later than twenty-one (21) calendar days from the date of the Step I meeting. Within fourteen (14) calendar days after receipt of said grievance, the First Selectman or his/her designee shall meet with the representative of the Union for the purpose of resolving said grievance. The First Selectman or his/her designee shall respond in writing within fourteen (14) calendar days of this meeting.

Step 3: If the grievance is not resolved at Step 2, or not otherwise timely processed by the First Selectman or by the First Selectman's representative and the grievance involves an alleged violation by the Town of an express provision of this agreement, the Union may submit the grievance to the Connecticut State Board of Mediation and Arbitration pursuant to the procedures of that Board, copy to the Town. Insofar as that Board is

empowered to hear and act on the grievance, its decision shall be final and binding on all parties. While awaiting hearing before the Connecticut State Board of Mediation and Arbitration, either party may request the no-cost, voluntary, grievance mediation services of the Board in an effort to resolve the grievance. Or by mutual agreement the parties may use the American Arbitration Association pursuant to its rules and procedures in lieu of the Connecticut State Board of Mediation and Arbitration. The costs of such procedures shall be borne by both parties.

- B.
  - 1. If the written copy of the grievance is not served on the Town at Step 1 within twenty-one (21) calendar days of the time the grievant knew or should have known of the act, occurrence or event being grieved or if the grievance is not filed in writing with the State Board at Step 3 within the filing requirements of paragraph A, Step 2 of this Article, the grievance shall be deemed waived and there shall be no right to arbitration unless the First Selectman or his/her designee and the Union mutually agree in writing to extend one of these two time limits.
  - 2. If the Town fails to meet or respond within the specified time limits of Step 1 or Step 2, the Union may submit the grievance at the next step of the procedure. If the Union fails to meet or file within the specified time limits of Step 1 or Step 2, the grievance shall be deemed waived and there shall be no right to arbitration. It is understood that the time limits of these steps may be extended by mutual agreement in writing; however, no such extension shall affect the time limits of Section B (1).
- C. The arbitrator(s) shall have no power to add to, subtract from or in any way change or modify any of the provisions of this Agreement nor shall the arbitrator(s) have the power to render any decision which conflicts with a law, ruling or regulation binding upon the Town. The arbitrator(s) shall likewise have no power to imply any obligation on either the Town or the Union which is not specifically set forth in an express provision of this Agreement. Awards may not be retroactive beyond fourteen (14) calendar days prior to service of the written grievance at Step 1.
- D. Nothing contained herein shall prevent a member from presenting his/her own grievance and representing himself, except that present rules of the Connecticut State Board of Mediation and Arbitration require that any grievance be submitted to arbitration by and in the name of the Union.
- E. The costs of the State Board of Mediation and Arbitration, if any, shall be shared equally by the parties, but other expenses shall be borne by the party incurring them.
- F. During the pendency of grievance procedures concerning separation from service or suspension, the member shall be entitled to keep his/her insurance as set forth in Article XII of this Agreement in effect by making payments to the Town of the total amount of the insurance premium for his/her coverage.

ARTICLE XXII  
EFFECTIVE DATE, RETROACTIVITY AND DURATION

- A. This Agreement shall be effective as of the date on which all necessary approvals are obtained or, if applicable, the Representative Town Meeting has not rejected the interest arbitration award in Case 2010-A-310. Within fifteen (15) days after the date this Agreement becomes effective, the parties shall sign the Agreement. If all necessary approvals are not obtained, no part of this Agreement shall be effective.
- B. The Town shall pay each member and former member who retired after July 1, 2009, retroactive wages and wage related benefits, if any, for the time worked by the employee during the period from July 1, 2009, to the effective date of this Agreement. Otherwise this Agreement shall not be retroactive for any period before its effective date except as otherwise specified. The Town shall not make any payment to former members who quit or were fired prior to the effective date of this Agreement.
- C. This Agreement shall commence as provided in Section A above, and terminate on June 30, 2012. All matters subject to collective bargaining between the parties have been covered in this Agreement and neither this Agreement nor any part of it may be opened prior to its expiration date for changes in its terms, or addition of new subject matter, except by consent of both parties.
- D. The Union shall notify the Town in writing no later than December 1, 2011, of its desire to either renew or modify this Agreement. No more than fifteen (15) days after receipt of this request, the Town shall contact the Union to set a date for negotiations.

ARTICLE XXIII  
PAST PRACTICE CLAUSE

All benefits and obligations which are not described in this Agreement and which are now enjoyed by or required of the members are specifically included in this Agreement by reference just as though each such benefit or obligation was specifically set forth.

ARTICLE XXIV  
MISCELLANEOUS

- A. All work shall be apportioned among members as equitably as practicable.
- B. Seniority shall consist of the length of continuous service in a position covered by this Agreement and shall be terminated only by the following:
  - 1) quit or resignation;
  - 2) retirement;
  - 3) discharge for cause;

- 4) failure to return to work at the expiration of a leave of absence without pay;
- 5) failure to return to work after recall from lay-off;

No seniority credit shall be earned for any authorized, unpaid absence from work of more than thirty (30) calendar days. Upon return to work following such an absence, the member shall be credited with that amount of seniority he/she had prior to such absence.

- C. The Town shall deduct from the wages of members and remit to the Union, regular union dues for those members who sign authorizations permitting such action and a service fee (not to exceed union dues) for all permanent members who have not joined the Union by signing said authorization. Said fee is solely for the purpose of administration and negotiation of the labor agreement and any member paying said fee shall have the right to object and the Union shall have the obligation to justify said fee pursuant to the procedures outlined in Appendix III. The Union shall indemnify and save the Town harmless against any and all claims, demands, damages, suits or other forms of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with any of the provisions of this section or in reliance on any certification, notice or authorization furnished under the provisions of this section.
- D. The Town shall permit the use of one (1) bulletin board in each fire station by the Union for the posting of notices concerning Union business and activities.
- E. Nothing contained in this Agreement shall reduce by implication any management right or prerogative, and the Town shall retain all such rights and prerogatives except as abridged or modified by an express provision of this Agreement.
- F. Unless otherwise specified, a "year" shall be a contract year.
- G. A Town or Union official may act by means of an authorized representative.
- H. The Town shall maintain in each station for the use of the members the fire manual and all other rules, regulations, and procedures of the fire department.
- I. Except in an emergency, a member shall be given two (2) weeks notice by the Town of a transfer from his/her then current assignment.
- J. 1. The Town and the Union shall each designate two representatives to comprise a Labor Management Committee. The committee shall meet upon mutual agreement of the parties and at least once every other month to discuss matters of mutual concern. The purpose of the Labor Management Committee is to provide a forum for dialogue over Fire Department related issues of concern to one or both of the parties. The parties agree to discuss such matters as staffing, fire ground communications and other related issues. Such discussions are not to be considered negotiations in any manner and are not subject to the interest impasse arbitration procedures of the Municipal Employee Relations Act.

2. The Town and the Union will work collaboratively in the Labor Management Committee to review and propose changes to terms and conditions of employment contained in the Fire Manual. Proposed changes agreed to by the committee are subject to final agreement by Town and Local 1042. Either the Town or Local 1042 may submit proposals concerning terms and conditions of employment not agreed to in Committee to interest arbitration pursuant to Section 7-473c of the Municipal Employee Relations Act.
  
- K. Members shall have the right to review their own personnel files during regular office hours of the Town and after proper notice. No material of an adverse nature shall be placed in an individual's personnel file without the Town providing the member with a copy of such material.
  
- L. The base annual salary shall be paid on a bi-weekly basis as provided herein. The bi-weekly base annual salary payment shall be computed by dividing the contractual base annual salary by the number of bi-weekly payroll periods in the fiscal year (i.e., 26). Members who separate from service and do not complete an entire bi-weekly period shall be paid one tenth (1/10) of the bi-weekly base salary for each day employed during the bi-weekly period. In no event shall members be paid more than the contractual annual salary during any fiscal year.

ARTICLE XXV  
NON-DISCRIMINATION

- A. The parties to this Agreement agree that they shall not discriminate unlawfully against any member because of race, color, religion, sex, national origin, age, handicap, marital status, sexual orientation, membership or non-membership in the bargaining unit, or any lawful union activity. The Town and its agents shall not discriminate for any reason against any member.
  
- B. The use of the masculine gender in this agreement shall be construed to include both genders and not as a sex limitation unless the agreement clearly requires a different construction.

ARTICLE XXVI  
SAVINGS CLAUSE

Should any term or provision of this contract be in conflict with any state or federal statute or other rule or regulation binding upon the Town, then such law, rule or regulation shall prevail, subject to final determination by a court of competent jurisdiction. In such event, however, the remaining terms and provisions of this contract will continue in full force and effect.

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APPENDIX I  
ANNUAL WAGE RATES

	<u>Step</u>	<u>Years</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>	<u>July 1, 2011</u>
Firefighter	1	Yrs 0 to 1	\$49,254	\$50,732	\$51,746
	2	Yrs 1 to 2	\$52,401	\$53,973	\$55,052
	3	Yrs 2 to 3	\$55,555	\$57,222	\$58,366
	4	Yrs 3 to 4	\$57,914	\$59,651	\$60,844
	5	Yrs 4 to 5	\$62,124	\$63,988	\$65,267
Inspector			\$75,850	\$78,126	\$79,688
Lieutenant Without Certifications			\$71,472	\$73,616	\$75,088
With Certifications			\$75,850	\$78,126	\$79,688
Captain Deputy Fire Marshal			\$81,837	\$84,292	\$85,978
Deputy Fire Chief Fire Marshal*			\$97,171	\$100,086	\$102,088

\*Not applicable to incumbent Fire Marshal, whose salary is governed by Appendix XII

NOTES:

1. Pay adjustments will be made at the start of each fiscal year, except as otherwise set forth herein, 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. A night shift differential of one thousand six hundred twenty-five dollars (\$1,625.00) shall be paid in one payment of eight hundred twelve dollars and fifty cents (\$812.50) in December and a second payment of eight hundred twelve dollars and fifty cents (\$812.50) in June to each member who works pursuant to the schedule of Article V A of this Agreement. Each payment shall be prorated on a full month basis for each member who works a minimum of one full night shift in the month. At any time that the work schedule as provided in Article V (A) (2) is in effect the night differential payment shall

continued to be paid to a member. Each payment shall be prorated on a full month basis for each member who works a minimum of one (1) twenty-four consecutive hour period in the month. Paid vacation time shall be considered as time worked on a full night shift for purposes of this section.

APPENDIX II

HEIGHT, WEIGHT AND BODY BUILD

Male Fire Fighters

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HEIGHT (Inches)*	WEIGHT (Pounds)**	
	MINIMUM	MAXIMUM
60	106	141
61	109	145
62	112	148
63	115	151
64	118	155
65	121	160
66	124	164
67	128	169
68	132	178
69	136	182
70	140	187
71	144	193
72	148	199
73	152	205
74	156	214
75	160	220
76	164	228

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HEIGHT (Inches)*	WEIGHT (Pounds)**	
	MINIMUM	MAXIMUM
77	168	235
78	172	243
79	176	251
80	180	258

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\* Individual No Shoes  
\*\* Weight Without Clothes

NOTE: A body fat measurement of 20% or less will pass a candidate even if he exceeds the maximum weight.

HEIGHT, WEIGHT AND BODY BUILD

Female Fire Fighters

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HEIGHT (Inches)*	WEIGHT (Pounds)**	
	MINIMUM	MAXIMUM
58	92	125
59	94	126
60	96	132
61	99	135
62	102	138
63	105	141
64	108	145
65	111	149
66	114	153
67	118	158
68	122	162
69	126	166
70	130	171
71	134	176
72	138	182

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\* Individual No Shoes  
\*\* Weight Without Clothes

NOTE: A body fat measurement of 25% or less will pass a candidate even if she exceeds maximum weight.

### APPENDIX III SERVICE FEE PAYMENTS

A member making service fee payments to the Union in lieu of dues in accordance with Article XXIV, C of this Agreement, shall have the right to object to the expenditure of his/her portion of any part of a service fee deduction which represents the members' pro rata share of causes of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

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

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

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

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APPENDIX IV  
SUBSTANCE ABUSE TESTING

SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in members of the Fire 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/her or her duties.

A superior officer shall report the basis for his/her reasonable suspicion to the Chief 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 member is ordered to submit to a drug and/or alcohol test, the member 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 member 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 member is ordered to submit to testing for alcohol, the member 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 member 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 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 Chief for a complete investigation. A urine sample determined to be a "dilute sample" by the Town's Medical Review Officer shall require the member to undergo an unannounced immediate re-collection under direct observation, as a safeguard for the integrity of the testing program. 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 a member 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 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 in the course of random testing, 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 of 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 program, 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 a member undergoing tests, as provided in section 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 a member 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 a member, shall be grounds for disciplinary action against the member. 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, promote, lay off, appoint and evaluate members, to select probationary members 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 Fire Department.
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 V

*Town of Greenwich & Local 1042 I.A.F.F.*  
**PPO Plan**  
**Preferred Provider Access 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.*

<i>Benefits</i>	<i>AnthemHealthCare Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
<b><i>Lifetime Maximum</i></b>	Unlimited	\$1,000,000
<b><i>Dependent Children</i></b>	Children covered to age 19, full-time students to age 25 (Termination is end of birth month)	
<b><i>Calendar Year Deductible</i></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><i>Out-of-Pocket Maximum</i></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 ( <b>Includes Mental Health &amp; Substance Abuse</b> ).	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><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  Allergy Injections	No charge after \$10 per visit copay  No charge	80% after deductible  80% after deductible

<i>Benefits</i>	<i>AnthemHealthCare Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
<b><i>Preventive Care</i></b> Routine Preventive Care for Children & Adults (including immunizations)  Well Woman Care (including Pap Test)  Mammograms  Routine Hearing Exams (Once each in every 24 months)	No charge *  No charge*  No charge*  No charge	80% after deductible  80% after deductible  80% after deductible  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  Outpatient Facility	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility  No charge	80% after deductible  80% after deductible
<b><i>Inpatient Hospital - Facility Services</i></b> Covered in full subject to Pre-Admission Certification/Continued Stay Review  Semi-private room  Private room  Intensive Care Unit	No charge  Limited to the semi-private negotiated rate  Limited to the semi-private negotiated rate  Limited to the negotiated rate	80% after deductible  Limited to semi-private rate  Limited to semi-private rate (Unless medically necessary or Hospital does not have semi-private rooms)  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

<i>Benefits</i>	<i>AnthemHealthCare Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
<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 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** **except if not a true emergency, then 80% after deductible
<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  Doctor's Office	No charge  No charge  No charge, included in \$10 per visit copay if performed and billed by treating physician	80% after deductible  80% after deductible  80% after deductible

<i>Benefits</i>	<i>AnthemHealthCare Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
<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
Surgical sterilization procedures for Vasectomy/Tubal Ligation <i>(excludes reversals)</i>		
Inpatient Facility	No charge	80% after deductible
Outpatient Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
<b><i>Maternity</i></b> Initial visit to determine pregnancy	No charge after \$10 per visit copay	80% after deductible
All subsequent Prenatal visits, Postnatal visits and Delivery	No charge	80% after deductible
Hospital Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Birthing Center	No charge	80% after deductible

<i>Benefits</i>	<i>AnthemHealthCare Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
<b><i>Infertility Treatment</i></b> <i>(Including Artificial Insemination, In-vitro Fertilization, GIFT, ZIFT)</i> <b>(\$25,000 per Lifetime)</b> 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	80% after deductible  80% after deductible  80% after deductible
<b><i>Organ Transplants</i></b> Includes all medically appropriate, non-experimental transplants Inpatient Facility  Covered in full subject to Pre-Admission Certification/Continued Stay Review <b>(Includes Travel Benefit for Lifesource Facilities only)</b>  Physician's Services	No charge  No charge	80% after deductible  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  Outpatient	No charge  No charge after \$10 per visit copay	80% after deductible  80% after deductible
<b><i>Alcohol and Drug Abuse Rehabilitation</i></b> Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review  Outpatient	No charge  No charge after \$10 per visit copay	80% after deductible  80% after deductible
<b><i>Temporomandibular Joint Syndrome (TMJ)</i></b> (Appliances Only – remainder of charges covered under dental)	No charge	80% after deductible
<b><i>Prescription Drugs</i></b>	1. PROVIDED BY CAREMARK	

<i>Benefits</i>	<i>AnthemHealthCare Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
<i>Medical Health Information</i>	<a href="mailto:MyHealth@Anthem.com">MyHealth@Anthem.com</a>	
<i>Pre-Admission Certification - Continued Stay Review</i>	Inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review ( <i>PAC/CSR</i> ) \$400 Penalty for non-compliance. To pre-certify, call 1-800- 233-4947	
<i>Case Management - Voluntary Program</i>	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 Anthem Blue Cross Blue Shield of Connecticut.***

APPENDIX VI

TOWN OF GREENWICH AND LOCAL 1042 I.A.F.F.  
POINT OF SERVICE (POS) PLAN DESIGN

ANTHEM BLUECARE POS

*Description of Benefits*

*In-Network*      *Out-of-Network*  
*You pay:*      *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

In-Network  
You pay:                      Out-of-Network  
You pay:

<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 VII

Prescription Drug Coverage  
(Does not Apply to HDHP)

<b>PRESCRIPTION DRUGS</b>		
<p>Prescription Coverage Retail Pharmacy</p>	<p>\$ 5 Generic Drug Co-payment \$15 Preferred Brand Name Drug Co-payment \$30 Co-payment for all other drugs per prescription</p> <p>Effective following approval of Agreement or upon Award: \$ 5/generic \$25/brand - formulary \$40/brand - non-formulary</p> <p>Mandatory Mail Order for maintenance medications after 2 retail</p> <p>Unlimited Maximum per Member, per Calendar Year</p>	<p>Covered in Network Only</p>
<p>Mail Order Pharmacy</p>	<p>\$10 Generic, \$30 Preferred Brand Name \$60 all other drugs (up to a 90-Day Supply)</p> <p>Effective following approval of Agreement or upon Award: two times retail co-payments for up to 90 day supply</p>	<p>Covered in Network Only</p>

APPENDIX VIII

TOWN OF GREENWICH  
AND  
LOCAL 1042 I.A.F.F.

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..... Per family unit.....	\$ 50 \$ 150
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..... Class B Services - Basic..... Class C Services - Major..... Class D Services - Orthodontic.....	100% 80% 50% 50%
Maximum Benefit Amount For other than Class D – Orthodontia Per Person.....	\$1,000
For Class D – Orthodontia Lifetime maximum per person..... (Age 8 to Age 19)	\$2,500
Pre-existing.....	none

## APPENDIX IX

### MAY 14, 2004 OVERTIME AGREEMENT

- 1) The overtime list shall be maintained on a town wide basis.
  - A) The overtime list will be for regular and short-term opportunities.
  - B) For the purpose of this agreement a short term will be anything less than a full tour of duty (12 hours).
- 2) The list will be kept by hours worked and seniority, with the goal of having the most senior employee with the lowest hours hired first.
- 3) The caller shall identify him/herself as a member of the Greenwich fire Department.
- 4) If a signed up member is unavailable, the caller shall record the reason why, i.e. line busy or no answer, and it shall count as an opportunity with the member being assessed the hours.
  - A) If the line is busy the caller shall try for three (3) minutes to get through before going on to the next person on the list.
  - B) The caller must allow the phone to ring (8) times to get through before going to the next person on the list.
  - C) If the caller reaches an answering machine he/she shall leave a message indicating that the call was made.
  - D) The procedure for busy signals will apply for reaching a member with a pager; wait three (3) minutes for a return call.
  - E) The procedure for leaving a message will apply for reaching a member with a cell phone. A message will be left if a voice mail picks up indicating the call was made.
- 5) **ELIGIBILITY:** A member shall be eligible for overtime for the three (3) days between his/her tour (6 shifts).
  - A) When a member is scheduled for vacation he/she shall not be eligible for overtime. He/she shall be eligible for overtime the tours before and after his/her vacation including between consecutive vacation days.

6) Overtime calling procedures:

A) Calls for overtime shall start at 06:00 hours for the day tour and at 16:00 hours for the night tour and will continue until all vacancies are filled or all lists are exhausted. Assignments may be made ahead of the starting times.

B) Notification of sickness shall be made as soon as possible. This notification should be made no later than 06:00 hours for the day tour and no later than 16:00 hours for the night tour.

C) The first member up for an overtime opportunity may be called at anytime. If he/she cannot be reached, the caller must wait until the agreed upon hours, then try to reach that member again before moving on to the next member on the list.

D) All members must sign up for overtime by 20:00 hours on the day they are scheduled to work. The C-5 supervisor will have discretion on late calls (i.e. working fires, storms, etc.).

E) Cancellation time: You may have your name removed from the sign up sheet no later than 12:00 hours for the current days' night shift and no later than 20:00 hours for the following day shift.

F) An employee who signs up for overtime and declines it when called would be assessed the hours for the opportunity regardless. The exception to this would be back-to-back opportunities.

7) Secondary Lists:

A) After the original call list is exhausted, the caller shall go to the on duty group and then to the off duty groups not signed up. Both of those lists shall be made according to seniority and low hours. There shall be no penalty for declining overtime from the on-duty or off-duty not signed up lists.

B) A member shall not be ordered in for overtime work unless a department emergency exists, or all overtime lists have been exhausted. Members ordered in for overtime shall not have those ordered in hours assessed towards their accumulated hours.

8) Overtime lists shall be maintained in cooperation with the Union in accordance with the contract agreement between the Town of Greenwich and the Greenwich Fire Fighters Association Local 1042.

9) All overtime accepted or declined shall be clearly marked by the Deputy Chief or his/her designee on the overtime list with time of acceptance and a code. The following codes shall be used:

A - Accepted

- U – Unavailable (hours to be assessed)
- D – Declined (hours to be assessed per agreement)
- E – Declined (extenuating circumstances see rule #10)
- O – Ordered in (hours shall not be assessed)

10) If a member has an issue with regard to overtime he/she shall file a complaint in writing with the overtime committee within seven (7) days. The overtime committee would discuss the situation and rule on the validity of the claim with regard to whether the overtime hours would be assessed to the member or not. An appeal would be heard by the Executive Board. If a member is unable to get his/her claim resolved through the overtime committee or the Executive Board, he/she may follow the grievance procedure of the contract.

11) There shall be no exchanging of duty (swapping) of overtime.

A) As a deterrent to members violating this rule, both members who swap an overtime shall be assessed the hours involved.

12) Floaters shall have preference over overtimes and, with multiple overtime opportunities, the first member called gets his choice of assignment.

13) Lieutenant vacancies: In a situation where an Acting Lieutenant is being promoted for a tour and a Lieutenant is being hired on overtime, the Acting Lieutenant shall have preference of assignment over the overtime Lieutenant. All acting Lieutenants on the same shift will be placed in order by seniority and hours.

A) If there is an extra person (floater) and there is a person on duty who is on the Acting Lieutenant list, this individual will be relieved by the floater and will serve as Acting Lieutenant for the tour.

B) Acting Lieutenants on the overtime list may be hired for a Lieutenant vacancy.

C) If the person hired is not a Lieutenant or Acting Lieutenant he/she shall replace the on duty Acting Lieutenant with the least number of hours and most seniority on the Acting Lieutenant's list. If there is no Acting Lieutenant available on duty, the firefighter will be skipped and the next Lieutenant shall be hired.

14) Do not accept overtime unless you can make it.

A) Members who are to be relieved at 08:00 hours and 18:00 hours shall allow fifteen (15) minutes grace period for relief to arrive before being eligible for overtime.

15) If you are schedule for overtime and upon arrival from home you find that you are not needed for overtime due to management error, you shall receive four (4) hours pay at one and one half (1 ½) times your hourly rate and you will not be assessed the hours. If you were already at work when this situation arises you may be required to work the four

(4) hours to receive pay or you may leave without pay. If you wish to stay and receive the four (4) hours pay, you must notify the Duty Officer for an assignment. All assignments will be made in a similar position for which you were hired.

16) Payment for overtime shall be made within the guidelines of Article VI, section G of the collective bargaining agreement between the town of Greenwich and Local 1042.

17) Scheduling for overtime for the watch room:

A) If a member assigned to the watch room due to light duty is up to be hired for overtime and there is a vacancy at headquarters, the scheduled watch room member not on light duty shall be used to fill any vacancies on the floor at central to create an opening in the watch room for the light duty person.

18) Fire Watch lists shall be maintained according to the collective bargaining agreement Article VI, section J.

A) The Town and the Union may agree to waive those calling rules for a specific cause which may place hardship upon the Department, its members or the public.

19) Sick leave: Any member who is out sick on their night tour shall not be eligible for overtime on the following day shift.

20) Anyone wishing to change a phone number on the overtime call sheets shall contact the Car-5 supervisor and have him/her make the changes.

21) All hours shall accumulate for a period of five (5) months. At the end of each period all accumulated hours will return to zero (0) for all members.

22) The C-5 supervisor shall be responsible for keeping the hours current and available for inspection by any member. This would also allow the member on the watch to be able to use the book to call for overtimes when the C-5 supervisor is unavailable.

23) No employee may work below his grade. If no sworn officer is available to work a vacant officer's position, or a fire fighter has lower hours, then the acting officer section would apply for hiring.

24) When a vacancy occurs in a position and an employee of a different rank has the lowest accumulated hours, every effort will be made to reassign personnel to hire the employee with the lowest accumulated hours. There may be occasions when the employee with the lowest hours cannot be hired. It should be understood that this is not a grievable occasion.

25) Whenever any employee is required to work a tour of duty or portion thereof in a higher classification than his/her regular classification, such employee shall be paid for each hour of such work at the single hourly rate provided for the higher classification.

Hourly rate shall be understood to mean the entry-level rate for that higher position for that fiscal year.

Signed and agreed this 14<sup>th</sup> day of May, 2004

For the Union

For the Town

\_\_\_\_\_/s/\_\_\_\_\_  
\_\_\_\_\_

Jerry Romaniello  
Secretary, Local 1042

\_\_\_\_\_/s/\_\_\_\_\_  
\_\_\_\_\_

Mike Puterbaugh  
Deputy Chief, Town of Greenwich

APPENDIX X

**TO:** Alfred C. Cava, Director of Human Resources  
**FROM:** John Novak, President Local 1042 I.A.F.F.  
**DATE:** June 25, 2003  
**SUBJECT:** Fire Lieutenant, Training Assignment

The Lieutenant assigned to the training division will primarily be responsible for the following training related activities:

- Conduct and/or assist in routine training,
- Develop training programs,
- Research, report on and investigate health and safety issues,
- Assist in maintaining training activity records for fire personnel,
- Performs any related duties consistent with the Fire Lieutenant job description.

The Fire Lieutenant assigned to the training division shall work days, Monday through Friday, on a very flexible schedule provided the total hours worked is not less than forty-two (42). The Fire Lieutenant assigned to the training division will not be used to fill line Lieutenant vacancies that occur Monday through Friday on the day shift. However, the Lieutenant may choose to work overtime on weeknights or weekends according to the overtime agreement. At the scene of an alarm the Lieutenant assigned to the training division, if present and working in that capacity, shall operate as a safety officer or assistant safety officer. Vacation selections shall be made based on the operational needs of the training division and will not affect vacation selections for Lieutenants assigned to the line.

The Lieutenant will keep his/her night shift differential even if he/she does not work a night shift during any particular month.

This agreement in no way changes the light duty position available to Lieutenants to work in the training division. Appointments shall first be made among existing Fire Lieutenants with the assignment first offered to the most senior Lieutenant. If no Lieutenant chooses the assignment the most junior Lieutenant will be assigned to the training division. The first Lieutenant to be assigned to the training division will hold that position for a period of two (2) years. Thereafter, when a line Lieutenant's vacancy occurs, the Lieutenant may request a transfer to such vacancy; which shall be granted based on seniority. Both parties agree to renegotiate this position when a vacancy occurs.

For the Town  
\_\_\_\_\_/s/\_\_\_\_\_  
Al Cava  
Director of Human Resources

For the Union  
\_\_\_\_\_/s/\_\_\_\_\_  
John J. Novak  
President, Local 1042

APPENDIX XI

MEMORANDUM OF UNDERSTANDING

The language contained in Article XII, Insurance, Section E, should be interpreted to mean that an individual may not simultaneously be covered by the Town's group health insurance plan and as a dependent on either a spouse's plan or another employee plan.

In effect, an individual would no longer be eligible for the 75/25 co-pay if the individual tried to "double-dip", make claims under two separate policies at the same time.

In addition, the individual retains the option of either continuing under the Town's plan or selecting to be covered under some other plan.

On Behalf of the Union, IAFF  
Local 1042

On Behalf of the Town of  
Greenwich

\_\_\_\_\_/s

\_\_\_\_\_/s

Dated 9/22/88

## APPENDIX XII

### TOWN OF GREENWICH FIRE MARSHAL TERMS AND CONDITIONS OF EMPLOYMENT

1. Amend the Article I (Recognition) to include the position of Fire Marshal in the bargaining unit.
2. The Deputy Fire Chief/Fire Marshal job description as in effect on March 28, 2008 shall continue until the position becomes vacant. Thereafter the job description shall be modified to that of a Fire Marshal with work activities consistent to that position.
3. All terms and conditions of the collective bargaining agreement shall be applicable to the incumbent except as specifically modified herein in paragraphs 4 through 13.
4. The total direct compensation for the incumbent Deputy Fire Chief/ Fire Marshal shall remain at the present \$122,363. Except as expressly set forth in this Agreement, the incumbent Deputy Fire Chief/Fire Marshal shall not be eligible for any additional salary, stipends, or other wage payments as may be provided in the collective bargaining agreement except that he shall be eligible to receive the Certified Fire Investigator stipend (Article XIX, C). When, upon separation of service of the incumbent Deputy Fire Chief/Fire Marshal, the position reverts to Fire Marshall, the position of Fire Marshal shall be set at the same level of Deputy Chief (currently \$97, 171) and eligible for all additional salary, stipends or other wage payments as may be provide in the collective bargaining agreement.
5. The workweek shall be Monday through Friday consisting of forty-two (42) hours with regular starting time of 8:30 AM. The remainder of each workday shall be flexible to accommodate attendance during the workweek at meetings after normal business hours, which he is required to attend by the Fire Chief, without incurring overtime.
6. Overtime shall be paid for work authorized by the Chief or Assistant Chief performed on Saturday, Sunday or a contractual holiday.
7. The Fire Marshal shall be included in the stand-by schedule for weekends and holidays in instances when the Deputy Fire Marshall staffing drops below four (4) to a permanent vacancy.
8. The Fire Marshal shall be responsible for approving vacations within his division insuring the efficient operation of the division. The Fire Marshal shall submit his vacation request with reasonable prior notice to the Chief, with a copy to the Assistant Chief, for the Chief's approval.

9. The Fire Marshal shall have the use of a departmental vehicle which use is subject to the terms of the Town Vehicle Use Policy 414.0.
10. Effective with the execution of this Agreement, the Fire Marshal's 401-k match for the remainder of the current calendar year shall be pursuant to the terms of the collective bargaining agreement. Town matches for future calendar years shall be pursuant to the terms of the collective bargaining agreement.
11. The Fire Marshal shall participate in the performance review to be administered within the next several weeks covering the prior twelve-month period. Following this review the Town will only administer the management performance review process for those performance criteria, if any, which are rated as less than satisfactory in this year's review and for which a performance improvement plan is required. As each unsatisfactory performance criteria reaches a satisfactory level through the performance improvement plan, the Town will no longer administer the management performance review process on that performance criteria.
12. The effective date for the terms and conditions of employment shall be October 20, 2009.

For the Local 1042 IAFF:

\_\_\_\_\_/s/\_\_\_\_\_

Date: November 3, 2009

James McDonald

For the Town of Greenwich:

\_\_\_\_\_/s/\_\_\_\_\_

Date: November 5, 2009

Peter J. Tesei