

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF GREENWICH

AND

LOCAL 1042, INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

AFL-CIO

JULY 1, 2015 – JUNE 30, 2019

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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.

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.
1. 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.
 2. Upon providing the Association and members with sixty (60) days written notice, the Town may implement, on a one-time basis, a five-day payroll lag without further negotiations with the Association. The lag shall be implemented by delaying the delivery of each bi-weekly pay check by one business day until a five-day lag has been accomplished. For example, upon implementation of the payroll lag the bi-weekly paycheck that would be due on a Friday will be issued on the following Monday. Thereafter, the next four successive bi-weekly paychecks will be issued on Tuesday, Wednesday, Thursday and Friday thereby creating a five-day payroll lag. At termination of employment with the Town, the employee shall be paid the five-days of payroll lag with his or her final paycheck at the rate of pay in effect upon the employee's separation of service with the Town. Following the

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implementation of the payroll lag, newly hired employees will receive his or her first paycheck on a five-day lag basis. It is understood that the result of the implementation of the payroll lag will result in employees receiving fifty-one (51) weeks of regular pay in a fifty-two (52) week period.

- B.
 - 1. Effective and retroactive to July 1, 2015, the annual wage rates set forth in Appendix I shall be increased by two and one-half percent (2.5%) over the rates in effect on June 30, 2015.
 - 2. Effective and retroactive to July 1, 2016, the annual wage rates set forth in Appendix I shall be increased by two and one-half percent (2.5%) over the rates in effect on June 30, 2016.
 - 3. Effective and retroactive to July 1, 2017, the annual wage rates set forth in Appendix I shall be increased by two and one-quarter percent (2.25%) over the rates in effect on June 30, 2017.
 - 4. Effective July 1, 2018, the annual wage rates set forth in Appendix I shall be increased by one and one-half percent (1.5%) over the rates in effect on June 30, 2018.
- 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.
- E. Members being paid by direct deposit as of October 1, 2013 and members hired on or after October 1, 2013 shall have their wage payments made through direct deposit. A member grandfathered from mandatory direct deposit and who thereafter enrolls in direct deposit shall be subject to mandatory direct deposit. Pay advice for members with direct deposit shall be made available to each member electronically each bi-weekly payday.

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 member 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.

- I. A member of the bargaining unit, who is a member of the Town of Greenwich Retirement Board elected pursuant to Section 197 (a) (3) or Section 198 of Article 14 of the Town Charter, shall be relieved from duty without loss of pay or charge to accrued leave time sufficient to attend the regularly scheduled monthly meeting of such Board.

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 firefighting 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

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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. 1. The rate of pay for overtime for members performing firefighting duties shall be computed based on one and one-half (1 ½) times the hourly rate (overtime hourly rate). The overtime hourly rate shall include the following: the Appendix I wage, night differential, and if earned by the member, EMT/EMR stipend, education stipend, trench rescue stipend, hazmat stipend, confined space stipend, dispatch stipend and the CFI stipend if paid to a member assigned to the Fire Marshal's office divided by 2,184 hours and multiplied by one and one-half (1 1/2). A member who works a full overtime tour (10 or 14 hour shift) shall be paid for 12 hours of overtime at the overtime rate or for the actual number of overtime hours worked if less than a full 10 or 14 hour overtime shift.
2. The rate of pay for overtime for members not performing firefighting duties shall be one and one-half (1/2) times the overtime rate set forth in paragraph B(1) above, 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. Overtime work shall be distributed as provided in the overtime agreement annexed hereto as Appendix VIII.
- 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

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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 Deputy Chief, 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 member's request. If the member is not allowed to take said time within thirty (30) days after such request, the member shall be paid at time and one half for the hours owed. Members assigned to the Training Division shall be eligible for paid overtime for unscheduled work performed outside regular scheduled hours for non-training activities.
- 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 seventy-five dollars (\$75.00) per hour and for a minimum of three (3) hours, except for Town functions, which shall be paid at the member's overtime rate.

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 Marshal 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 one hundred eight-four (2,184) 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.

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- 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 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.

A member who receives a temporary appointment to a higher rank pursuant to Article XX (B) and incurs an injury which is covered under the Connecticut Workers' Compensation Act which occurs while employed by the Town while performing the duties of the higher rank shall be entitled to injury leave pay equal to the difference between the compensation received under said Act and rate of pay the member is receiving for the higher rank 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 firefighting positions, the Town or the Union may request to re-negotiate the number of firefighters 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 or a course sponsored by the Connecticut Fire Academy 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

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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. Notwithstanding the above, the past practice for members hired prior to October 1, 2013 to receive the full year's vacation entitlement upon retirement shall continue for such members.
- 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. All medical benefits that were in effect on June 30, 2015 shall continue to December 31, 2016 and such portions of the 2012-2015 collective bargaining agreement covering such medical benefits shall be incorporated into this agreement by reference.
- B. Effective January 1, 2017, the Town shall make available to members the following medical plan options.
 1. The HDHP annexed hereto as Appendix V. The HDHP shall have a deductible of \$2,000 for single coverage and \$4,000 for couple and family coverage and shall include a prescription co-pay of \$10/\$25/\$40 once the deductible has been satisfied. The Town shall pay ninety percent (90%) of the premium or premium equivalent

for the HDHP with the member paying the balance. Effective January 1, 2018, the Town shall contribute eighty percent (80%) of the premium or premium equivalent and the member shall pay the balance by payroll deduction on a pre-tax basis (premium conversion option).

- a) For eligible members who participate in the HDHP, the Town and the member shall establish a Health Savings Account (HSA). The Town shall make an annual contribution into the member's HSA in the amount of \$1,250 for single coverage and \$2,500 for couple or family coverage. The Town shall deposit 100% of the annual contribution in January of each plan year.
2. For members who participate in the HDHP who are enrolled in Medicare Part A, receiving Veterans Medical Benefits or Active Duty Health insurance (TRICARE), a Health Reimbursement Arrangement (HRA) will be available. Members will be required to provide proof of participation in Medicare Part A, Veterans Medical Benefits or Active Duty Health Insurance (TRICARE) prior to the commencement of their health coverage. The HRA will provide for reimbursement of qualified HDHP medical and prescription expenses that track towards the annual deductible up to \$1,250 for a member enrolled in single coverage or up to \$2,500 for a member enrolled in couple or family coverage. The Town will make available 100% of the annual expense reimbursement promised, in January of each year. For newly hired members who enroll in the HDHP the Town's HRA reimbursement amount shall be made available on a pro-rated basis for that calendar year and available to the member through the Town's HRA, on the first of the month following the date of hire. Any unused reimbursement funds shall be maintained in the Town's HRA from year to year up to the maximum amount established by the IRS for that year for a Health Savings Account. Unused reimbursement funds are defined as the amount promised minus the total amount dispersed for reimbursement, at the close of the policy year.
 3. A high-deductible medical plan providing for a \$3,000/\$6,000 deductible with prescription drug co-pays once the deductible is satisfied (Appendix VI). The Town shall contribute an amount equal to ninety-five percent (95%) of the premium or premium equivalent and the member shall pay the balance by payroll deduction on a pre-tax basis (premium conversion option). Effective January 1, 2017, the Town shall contribute eighty-five percent (85%) of the premium or premium equivalent and the member shall pay the balance by payroll deduction on a pre-tax basis (premium conversion option).
 - a. There is no Town contribution to the member's HSA for this medical plan option.
 - b. There is no HRA reimbursement arrangement for a member enrolled in this medical plan option.

4. Connecticut State Partnership Plan

- (a) In lieu of the health insurance plan set forth in this Sections 1 through 3 above, effective July 1, 2018, each employee shall have the annual option to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health (but not dental or vision benefits) or to waive medical insurance. The plan benefits shall be as set forth in the SPP effective on July 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. Promptly upon ratification of this Agreement, the Town shall make application to the State to admit this bargaining unit to the SPP.
- (b) The premium or premium equivalent rates shall be set by the SPP. Based on the rates set by the SPP, the Town and the Union shall establish a blended premium or premium equivalent rate to provide the same premium or premium equivalent rate to actives and retirees.
- (c) Effective July 1, 2018 the percentage share of such premium cost shall be ninety percent (90%) for the Town and ten percent (10%) for the employee. The employee's annual premium cost share shall be deducted in prorated equal amounts from each biweekly paycheck on a pre-tax basis (premium conversion option).
- (d) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP will be subject to the HEP terms and provisions.
- (e) Participation in the SPP and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions. In the event SPP administrators impose a premium or benefit penalty on insureds who fail to participate the HEP, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Town. Any such additional premium cost increase imposed upon the employee as a result of any failure to participate in the HEP, shall be implemented through payroll deduction, and the annual deductible shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SPP.
- (f) In the event any of the following occur, the Town or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c as to the

sole issues of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

- i) The benefit design or premium rate calculation for the health benefits plan procured under Conn. Gen. Stat. Section 5-259 (a) and (m) are modified as a result of a change in the State's collective bargaining agreement or state statute;
 - ii) Public Act No. 15-93 or successor legislation is amended as to rate calculation, imposition of additional fees or administrative charges on participating non-state public employers or a change in the method used to calculate premium rates, or any other substantive amendments;
 - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that has a direct impact on the cost incurred by the Town on providing medical insurance pursuant to this agreement.
 - iv) If during the month of September, the Town, based on the claims experience of the bargaining unit participants for the prior plan year of the SPP (July through June), determines that premiums or premium equivalents for the HDHP insurance plan (including the Town's HSA contributions) that was in effect on June 30, 2018, would be lower than the current SPP premiums.
- (g) In the event the Town and/or the Union at any time during the contract term or in negotiations over a successor collective bargaining agreement make a proposal to leave the SPP, the baseline for such negotiations shall be the medical benefits as set forth in sections B (1) – (3) and C of this Article.

C. The "Risk Reduction Program" requires that the member and participating spouse submit to an annual preventative care examination. An annual preventative care examination is an exam deemed appropriate based on patient's age, gender and medical history as determined by the examining physician. All aspects of the Risk Reduction Program comply with HIPPA ensuring the employee and spouse's confidentiality. An employee and spouse who meet this requirement prior to November 1 of each year shall be eligible for the 10% premium cost share discount effective the following January 1.

Effective January 1, 2017, a member and spouse (participating spouse) enrolled in the Town's medical insurance plan and who both participate in the "Risk Reduction Program" prior to November 1, 2017 shall receive a 10% member premium cost share discount during calendar year 2018 for medical insurance. The 10% discount in the member's premium

cost share for medical insurance shall continue for each calendar year thereafter, provided, that both the member and participating spouse participate in the “Risk Reduction Program” during the prior calendar year.

Effective with calendar year 2018 and each calendar year thereafter, an employee and participating spouse, who have not met this requirement by November 1 as set forth above, shall be eligible for the 10% premium co-pay incentive effective with the first payroll period 30 days following notification to the Town by the insurance carrier that a claim from the examining physician(s) has been processed and that the incentive requirement has been satisfied.

A member shall have been deemed to have met the requirement to submit to an annual preventative care examination as set forth above by completing the Article XVII (B) physical examination.

Member and spouse participation in this Risk Reduction Program shall no longer be required effective June 30, 2018 and shall be replaced with the Health Enhancement Program of the Connecticut State Partnership Plan effective July 1, 2018.

- 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 VII. The dental plan shall provide for a \$100/\$300 deductible with a \$2,000 maximum for other than class D procedures. The Town shall pay ninety (90%) 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).
- F.
 1. The Town shall provide for each member a term life insurance policy with a basic life benefit equal to one and a half times the employee’s base salary rounded to the nearest thousand with an accidental death or dismemberment rider in an amount equal to the basic life benefit, which policy shall continue on the life of the employee for five (5) years after retirement. 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 four hundred thousand dollar (\$400,000.00) life insurance policy for death occurring in the line of duty. This policy is in addition to any other insurance.

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- G. 1. a. 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.
- b. 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 one thousand two hundred fifty dollars (\$1,250) for single coverage or two thousand five hundred dollars (\$2,500) for couple or family coverage. The Town contribution to the HSA shall be made in January of each year. 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.
- c. At the time the retiree is no longer eligible to participate in the 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 its share of the HDHP premium or premium equivalent as provided in paragraphs 1 and 2 above. Alternatively, the retiree may elect to participate in the HRA and the Town shall continue to pay its share of the HRA premium or premium equivalent as provided in paragraphs 1a and 1b above and shall provide for reimbursement of qualified HRA medical and prescription expenses that track towards the annual deductible up to \$1,250 for an employee enrolled in single coverage or up to \$2,500 for an employee enrolled in couple or family coverage. At the time the retiree becomes Medicare eligible, the Town's obligation to provide for reimbursements as set forth above shall immediately terminate.
- d. 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.

- e. A surviving spouse of a member who dies in the line of duty shall be eligible to continue to be enrolled in the group medical plans including the HDHP 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 26 if enrolled full-time in college), 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. The provisions above which are applicable to a retiree electing the HDHP shall apply to a surviving spouse of a member who dies in the line of duty.
 - f. In the event the Retirement Board awards an accidental death benefit pursuant to Section 192 (a) of the Charter, the surviving spouse's twenty-five (25%) cost of premium to continue medical coverage as set forth above shall be waived for the first twenty-four months and thereafter the terms of prior paragraph shall apply. This waiver shall not apply to accidental death benefits awarded pursuant to Charter Section 192 (b) heart and hypertension exclusion.
2. The widow/widower of a retired member, who is participating in a Town offered medical insurance plan at the time of the member's death, shall be allowed to continue to be enrolled in the Town's group medical plans which are offered to members. 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 a member who is awarded an accidental disability retirement allowance by the Retirement Board on or after the approval of this Agreement, 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 member 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 January of each year.
 4. For a member who is awarded an accidental disability retirement allowance by the Retirement Board on or after the approval of this Agreement, if a determination is rendered by the Workers' Compensation Commissioner in the case of an accepted claim filed by the member that the member is permanently and totally disabled from

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performing any gainful work, the Town shall pay one hundred percent of the premium cost of coverage during retirement for the period that the member remains permanently and totally disabled from performing any gainful work.

- H. Except for members who are enrolled in the HDHP, members shall be eligible to participate in all aspects of the medical, day care and transit provisions of the Town's Flexible Benefits Plan (Section 125) in accordance with the terms of that Plan. Members who elect to participate in the HDHP are limited to participation in the Flexible Benefits Plan as it pertains to day care and transit provisions.
- I. The Town shall provide members with Lyme Disease vaccination, if desired by the member.

ARTICLE XIII RETIREMENT

- A. Except as otherwise provided in paragraph I of this Article, 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. 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 pensionable compensation.
- 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. Except as otherwise provided in paragraph I of this Article, the retirement allowance of a member shall be determined by use of final pensionable compensation of a member during the twenty-six (26) consecutive bi-weekly pay periods of creditable service with the Fire Department for which such compensation was the highest. Final pensionable compensation shall include Appendix I wages, holiday pay, night shift differential, EMR/EMT pay and the following stipends if earned: Certified Fire Investigator, hazmat team, confined space, trench rescue and dispatch.
- D. Each member with an honorable discharge from 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 for each year of military service for which the member wishes to buy credit shall be the product of the existing rate of contribution as defined in paragraph A of this Article and the pensionable compensation received by the member over the twenty-six (26) consecutive bi-weekly payroll periods immediately prior to the application for military buyback being submitted to the Retirement Board for approval. In no event may a member buy credit for more than four years of service. The creditable service purchased pursuant to this paragraph shall not be applied to meet either the ten (10) year vesting requirement or to meet the twenty (20) years minimum service requirement.

- E. A member's retirement allowance shall not be reduced for any reason, however, at no time may a disability retirement allowance, 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 pensionable compensation upon which the member's retirement allowance was based.
- F. 1. a. Section 193 of Article XIV of the Town Charter shall not apply to members and in lieu thereof the following shall apply. In the event a vested member dies while in active service with the Town of Greenwich from causes not entitling his beneficiaries to an accidental death benefit pursuant to Section 192 of the Article XIV of the Town Charter, the Town shall provide to his or her surviving spouse or to the member's dependent children in the event there is no surviving spouse at the time of an member's death a survivor death benefit equal to fifty percent (50%) of the member's highest pensionable compensation earned over twenty-six (26) consecutive bi-weekly payroll periods. The survivor death benefit shall be paid in equal shares to dependent children until the children attain the age of 18 at which time the benefit shall terminate and/or to dependent children who are full time students until the children attain the age of 26 at which time the benefit shall terminate. In the event a member's dependent 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.
- b. The surviving spouse or the member's dependent children of a terminated vested member who dies prior to becoming retired shall be eligible for 100% joint and survivor benefit (Option 2) effective on the date the deceased member would have been eligible for retirement.
2. Section 194 of Article XIV of the Town Charter shall be modified to allow a surviving spouse or dependent children as defined by paragraph F (1) this Article, of a retired member to receive, in the event of the death of such retired member, an annual pension of one-half of the retiree's actual retirement allowance which pension shall continue to be paid while the spouse remains unmarried or until there are no dependent children, whichever is later.

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- G. 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 A, 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.
- H. Except as otherwise provided in paragraph I of this Article, 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 pensionable compensation; and (2) the maximum retirement allowance shall be seventy – five percent (75%) of final pensionable compensation.
- I. Tier II Retirement Plan: An individual hired on or after October 1, 2013 (Tier II member) shall be eligible for the retirement benefits of Article XIV of the Town Charter and paragraphs A through J of this Article except as provided herein:
1. Paragraph A of this Article is amended for a Tier II member in that the member's contribution shall continue until the member has sufficient years of creditable service for a maximum retirement allowance (i.e. 75% of final pensionable compensation).
 2. Paragraph A of this Article is amended for a Tier II member to provide for a minimum requirement for a service retirement allowance of twenty-five (25) years of creditable service in lieu of twenty (20) years of creditable service and a minimum age of fifty (50).
 3. Paragraph C of this Article is amended for a Tier II member to provide that final pensionable compensation shall not exceed 118% of wages as set forth in Appendix I of this Agreement.
 4. Paragraph H of this Article shall not apply to a Tier II member. The rate of benefit for calculating a Tier II member's retirement allowance shall be two percent (2%) for each year of creditable service as a firefighter and the maximum retirement allowance shall be seventy-five percent (75%) of final pensionable compensation,
- J. The Town shall make available to 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.

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The Town shall match member contributions on a dollar for dollar basis up to a maximum of \$1,750 in the aggregate. The Town match shall be credited to member's account(s) on or about January 15 in the calendar year following the calendar year in which the member contributions were made.

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 firefighting. 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. The Town shall provide each employee with on-line access to their retirement and deferred compensation contributions, balances and years of credited service.

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 firematics.
- 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 an Emergency Medical Responder (EMR) 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 EMR level. It is the responsibility of the member to attend the required courses to maintain the EMR certification. The Department will schedule two (2) medical response re-certification courses (EMR/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 (EMR/EMT). The member shall be responsible for scheduling and attending the appropriate EMR/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 EMR certified, shall be paid for such EMR 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 EMR 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 EMR 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.

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. The Department shall make reasonable efforts to provide a member with a minimum of two (2) weeks prior notice of the date and time of the physical examination and shall not schedule such physical examination on a date that the member has been approved for vacation. 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's 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.

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

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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.

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- C. 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.

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.

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- G. Posting: The Town shall post all job openings on the Town's web site 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 Associate's Degree in Fire Technology, Fire Science 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 of service as a career Firefighter in the Town of Greenwich.
 - Deputy Chief – Two (2) years of service as a career Fire Lieutenant in the Town of Greenwich.
 - Deputy Chief Training– Five (5) years of service as a career Firefighter in the Town of Greenwich.
 - Fire Inspector/Deputy Fire Marshal – Five (5) years of service as a career Firefighter in the Town of Greenwich.
 - Fire Marshal – Two (2) years of 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 of service as a Lieutenant in the Town of Greenwich.
 - Deputy Chief – Currently serving in the position of Captain in the Town of Greenwich and following the second posting for the position of Captain, two (2) years of service as a 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 IX.

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- L. Promotional Examinations: 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.

Seniority points on a promotional examination shall be based on service time in the rank qualifying the member for the promotional examination as such qualifying rank is set forth in paragraph J of this Article.

- M. Staffing: A responding career engine or ladder company shall be staffed by a minimum of three members from the bargaining unit.

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. 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, 2015, retroactive wages and wage related benefits, if any, for the time worked by the employee during the period from July 1, 2015, 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, 2019. 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, 2018, 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.

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- 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.

For the Town of Greenwich



Peter Tesei, First Selectman

5-25-2018
Date



Alfred C. Cava, Director of Labor Relations

5-25-2018
Date

For Local 1042 I.A.F.F.



Matthew Brooks, Secretary

5/25/18
Date

APPENDIX I
ANNUAL WAGE RATES

	<u>Step</u>	<u>Years</u>	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018
Firefighter	1	Yrs 0 to 1	\$57,258	\$58,689	\$60,010	\$60,910
	2	Yrs 1 to 2	\$60,916	\$62,439	\$63,844	\$64,801
	3	Yrs 2 to 3	\$64,582	\$66,197	\$67,686	\$68,702
	4	Yrs 3 to 4	\$67,325	\$69,008	\$70,561	\$71,619
	5	Yrs 4 to 5	\$72,219	\$74,024	\$75,690	\$76,825
Inspector			\$88,175	\$90,380	\$92,413	\$93,799
Lieutenant Without Certifications			\$83,086	\$85,163	\$87,079	\$88,385
Lieutenant With Certifications			\$88,175	\$90,380	\$92,413	\$93,799
Captain Deputy Fire Marshal			\$95,135	\$97,514	\$99,708	\$101,203
Deputy Fire Chief Fire Marshal			\$112,961	\$115,785	\$118,390	\$120,166

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) (1) 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) (1) is in effect the night differential payment shall continue 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

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

HEIGHT (Inches)*

WEIGHT (Pounds)**

MINIMUM MAXIMUM

77

168

235

78

172

243

79

176

251

80

180

258

* 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

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

* 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 prorated 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.

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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.

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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.

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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 - \$2000/\$4000 High Deductible Health Plan

Summary of High Deductible Health Plan	
Cost shares	<p align="center">Integrated In-Network & Out-of-Network Deductible \$2,000 Individual Deductible / \$4,000 Family Deductible (Two or More)</p> <p align="center">In-Network Benefits Plan pays 100% after deductible is met 100% Coverage for In-Network Preventive Services - No Deductible No Referrals Required</p> <p align="center">Out-of-Network Benefits Plan pays 80% of Maximum Allowable Amount; after deductible is met</p> <p align="center">After \$2,000/\$4,000 Deductible met Additional \$2,000 Individual / \$4,000 Family Coinsurance Maximum (Includes Rx)</p> <p align="center">Lifetime Maximum - Unlimited</p> <p align="center">*Town of Greenwich will contribute \$1,250/\$2,500 towards deductibles **Deductibles and Co-Insurance are calculated on a calendar year ***In Network Pre-Cert / Prior Auth. is participating provider's responsibility ****Out of Network Pre-Cert / Prior Auth. is member responsibility</p>
Prescription Drugs	
Retail or Mail Order Pharmacy	<p align="center">\$10/\$25/\$40 Retail (30 day supply) \$10/\$50/\$80 Mail Order (90 day supply) or the lower of any maximum co-pay which may be established by the Connecticut Department of Insurance which maximum co-pay is binding on the Town. Copayments apply after \$2,000/\$4,000 deductible is met</p>
	Only In-Network Coinsurance Levels Illustrated Below
Preventive Care	
Pediatric	100% Covered - No Deductible
Adult	100% Covered - No Deductible
Vision	100% Covered - No Deductible
Hearing	100% Covered - No Deductible (For Hearing Aids - See "Other Services" Category Below)
Gynecological	100% Covered - No Deductible Covered once every year

Mammography	100% Covered - No Deductible
Medical Services	
Medical Office Visit (Including Sick Visits to OB/GYN)	100% Coinsurance after Deductible
Outpatient PT/OT/ST Chiropractic	100% Coinsurance after Deductible Per Visit on all Outpatient Rehabilitation Unlimited visits per plan year for all therapies
Cardiac Rehabilitation	100% Coinsurance after Deductible
Allergy Services	100% Coinsurance after Deductible Unlimited Injections
Diagnostic Lab & X-ray	100% Coinsurance after Deductible
Inpatient Medical Services	100% Coinsurance after Deductible
Surgery Fees	100% Coinsurance after Deductible
Office Surgery	100% Coinsurance after Deductible
Outpatient MH/SA	100% Coinsurance after Deductible
Infertility	100% Coinsurance after Deductible No Age or Cycle Limits Prior Authorization is Required
Emergency Care	
Emergency Room	100% Coinsurance after Deductible
Urgent Care Walk In Centers	100% Coinsurance after Deductible
Ambulance - Land or Air	100% Coinsurance after Deductible
Inpatient Hospital	Note: All hospital admissions require pre-cert
General/Medical/ Surgical/Maternity (Semi-private)	100% Coinsurance after Deductible
Ancillary Services Medication, supplies	100% Coinsurance after Deductible

Psychiatric/ Alcohol Rehabilitation	100% Coinsurance after Deductible
Substance Abuse/ Detox	100% Coinsurance after Deductible
Rehabilitative	100% Coinsurance after Deductible
Skilled Nursing Facility	100% Coinsurance after Deductible Covered up to 120 days per calendar year
Hospice	100% Coinsurance after Deductible
Outpatient Hospital	
Outpatient Surgery Facility Charges	100% Coinsurance after Deductible (Prior Authorization Required)
Diagnostic Lab & X-ray	100% Coinsurance after Deductible
Pre-Admission Testing	100% Coinsurance after Deductible
Other Services	
Durable Medical Equipment Including Prosthetics	100% Coinsurance after Deductible
Home Health Care	100% Coinsurance after Deductible 200 visits per plan year
Infusion Therapy	100% Coinsurance after Deductible Unlimited Visits
Human Organ & Tissue Transplant	100% Coinsurance after Deductible
Private Duty Nursing	100% Coinsurance after Deductible Up to a \$100,000 maximum
Hearing Aids	100% Coinsurance after Deductible Children under Age 12 - maximum of \$1,000 within 2 year period Age 12 & over - Not Covered
TMJ Procedures	Not Covered
Penalty for Failure to Pre-Cert Prior Authorized Covered Services	50% to \$500 for Hospitalization \$0 for Physician Services

This Benefit Comparison does not constitute your health plan or insurance policy. It is only a general description of the plans. Please refer to your plan documents for exclusions and limitations under the plan.

APPENDIX VI

Town of Greenwich - \$3000/\$6000 High Deductible Health Plan

	Summary of High Deductible Health Plan
Cost shares	<p align="center">Integrated In-Network & Out-of-Network Deductible \$3,000 Individual Deductible / \$6,000 Family Deductible (Two or More)</p> <p align="center">In-Network Benefits Plan pays 100% after deductible is met 100% Coverage for In-Network Preventive Services - No Deductible No Referrals Required</p> <p align="center">Out-of-Network Benefits Plan pays 80% of Maximum Allowable Amount; after deductible is met</p> <p align="center">After \$3,000/\$6,000 Deductible met Additional \$3,000 Individual / \$6,000 Family Coinsurance Maximum (Includes Rx)</p> <p align="center">Lifetime Maximum - Unlimited</p> <p align="center">There is no Town of Greenwich contribution towards deductibles Deductibles and Co-Insurance are calculated on a calendar year In Network Pre-Cert / Prior Auth. is participating provider's responsibility Out of Network Pre-Cert / Prior Auth. is member responsibility</p>
Prescription Drugs	
Retail or Mail Order Pharmacy	<p align="center">\$10/\$25/\$40 Retail (30 day supply) \$10/\$50/\$80 Mail Order (90 day supply) or the lower of any maximum co-pay which may be established by the Connecticut Department of Insurance which maximum co-pay is binding on the Town. Copayments apply after \$3,000/\$6,000 deductible is met</p>
	Only In-Network Coinsurance Levels Illustrated Below
Preventive Care	
Pediatric	100% Covered - No Deductible
Adult	100% Covered - No Deductible
Vision	100% Covered - No Deductible
Hearing	100% Covered - No Deductible (For Hearing Aids - See "Other Services" Category Below)
Gynecological	100% Covered - No Deductible Covered once every year
Mammography	100% Covered - No Deductible

Medical Services	
Medical Office Visit (Including Sick Visits to OB/GYN)	100% Coinsurance after Deductible
Outpatient PT/OT/ST Chiropractic	100% Coinsurance after Deductible Per Visit on all Outpatient Rehabilitation 50 combined visits
Cardiac Rehabilitation	100% Coinsurance after Deductible
Allergy Services	100% Coinsurance after Deductible Unlimited Injections
Diagnostic Lab & X-ray	100% Coinsurance after Deductible
Inpatient Medical Services	100% Coinsurance after Deductible
Surgery Fees	100% Coinsurance after Deductible
Office Surgery	100% Coinsurance after Deductible
Outpatient MH/SA	100% Coinsurance after Deductible
Infertility	100% Coinsurance after Deductible No Age or Cycle Limits Prior Authorization is Required
Emergency Care	
Emergency Room	100% Coinsurance after Deductible
Urgent Care	100% Coinsurance after Deductible
Walk In Centers	
Ambulance - Land or Air	100% Coinsurance after Deductible
Inpatient Hospital	Note: All hospital admissions require pre-cert
General/Medical/ Surgical/Maternity (Semi-private)	100% Coinsurance after Deductible
Ancillary Services Medication, supplies	100% Coinsurance after Deductible
Psychiatric/ Alcohol Rehabilitation Substance Abuse/ Detox Rehabilitative	100% Coinsurance after Deductible

Inpatient Hospital (cont.)	
Skilled Nursing Facility	100% Coinsurance after Deductible Covered up to 120 days per calendar year
Hospice	100% Coinsurance after Deductible
Outpatient Hospital	
Outpatient Surgery Facility Charges	100% Coinsurance after Deductible (Prior Authorization Required)
Diagnostic Lab & X-ray	100% Coinsurance after Deductible
Pre-Admission Testing	100% Coinsurance after Deductible
Other Services	
Durable Medical Equipment Including Prosthetics	100% Coinsurance after Deductible
Home Health Care	100% Coinsurance after Deductible 200 visits per plan year
Infusion Therapy	100% Coinsurance after Deductible Unlimited Visits
Human Organ & Tissue Transplant	100% Coinsurance after Deductible
Private Duty Nursing	100% Coinsurance after Deductible Up to a \$100,000 maximum
Hearing Aids	100% Coinsurance after Deductible Children under Age 12 - maximum of \$1,000 within 2 year period Age 12 & over - Not Covered
TMJ Procedures	Not Covered
Penalty for Failure to Pre-Cert Prior Authorized Covered Services	50% to \$500 for Hospitalization \$0 for Physician Services
This Benefit Comparison does not constitute your health plan or insurance policy. It is only a general description of the plans. Please refer to your plan documents for exclusions and limitations under the plan.	

APPENDIX VII
SUMMARY OF DENTAL BENEFITS

Effective Date.....	First day of the first month following date of employment
Eligibility.....	Active regular full time employee
Dental Benefits Calendar Year deductible Per person	\$100
Per family unit	\$300
The deductible applies to these Classes of Service Class B Services - Basic Class C Services - Major Class D Services - Orthodontia	
Dental Percentage Payable	
Class A Services - Preventative	100%
Class B Services - Basic	80%
Class C Services - Major	50%
Class D Services - Orthodontic	50%
Maximum Benefit Amount For other than Class D – Orthodontia Per Person.....	\$2,000
For Class D – Orthodontia Lifetime maximum per person	\$2,500
(Age 8 to Age 19)	
Pre-existing.....	None

APPENDIX VIII
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.
 - B) When a member is scheduled for departmental training off duty, he/she shall not be eligible to sign up for regular overtime.
 - C) When a member is scheduled for Fire Watch duty, he/she shall not be eligible to sign up for regular overtime.

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 any time. 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-3 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. Car 3 does not need to re-call members hired for overtime if a new vacancy occurs after overtime is assigned.

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)

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.

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

18) Anyone wishing to change a phone number on the overtime call sheets shall contact the Car-3 supervisor and have him/her make the changes.

19) 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.

20) The C-3 supervisor shall be responsible for keeping the hours current and available for inspection by any member.

21) No member 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.

22) When a vacancy occurs in a position and a member of a different rank has the lowest accumulated hours, every effort will be made to reassign personnel to hire the member 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.

23) Whenever any member is required to work a tour of duty or portion thereof in a higher classification than his/her regular classification, such member 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.

APPENDIX IX

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 X
MEMORANDUM OF UNDERSTANDING

The language contained in Article XII, Insurance, Section G(1)(a), 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