

COLLECTIVE BARGAINING AGREEMENT

between the

TOWN OF GREENWICH

and

LOCAL 1042, INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS

AFL-CIO

July 1, ~~1999~~2004 – June 30, 20049

TENATIVE AGREEMENT

Case No. 2005-MBA-23

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
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 two current Deputy Fire Chiefs (and successor titles) and, following the vacancy of the Deputy Fire Chief/Fire Marshall position, the Deputy Fire Chief (and successor title) who is second in command ~~classifications specified in Appendix I~~ (hereinafter referred to as members).

**ARTICLE II
NOTICE**

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

**ARTICLE III
WAGES**

- A. ~~The annual wages of employees shall be payable from July 1, 1999, Members shall be paid the annual wage~~ at the appropriate rate per year as set forth in Appendix I to this Agreement. ~~Employees~~ Members shall be furnished with the following information with their paychecks: regular hours paid, regular rate of pay, overtime hours paid, overtime rate of pay, stipends paid, rate of pay for each stipend, itemized deductions and year to date totals.
- B. ~~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.~~

- C. A bargaining unit member who is authorized and acts in a higher salaried position shall be paid at the minimum of the rate for such position for the shift or part thereof. In the event the member acting in such higher salaried position possess all of the qualifications for such position such member shall be paid at the top rate for such position.

ARTICLE IV COLLECTIVE BARGAINING

- A. All collective bargaining shall be conducted between authorized representatives of the Union and authorized representatives of the Town.
- B. The ~~members~~ 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 ~~members~~ authorized representatives are scheduled to be on duty.
- C. The ~~members~~ 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 ~~members~~ authorized representatives are scheduled to be on duty.
- D. ~~Employees~~ 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) ~~members~~ authorized representatives or alternates on the Union negotiating committee and no more than three (3) ~~members~~ authorized representatives or alternates on the Union grievance committee shall be entitled to leave from duty under this Article.
- G. Each member of the bargaining unit who is a director of the Greenwich Municipal Employees' Credit Union shall be granted leave from duty with full pay up to two (2) hours per month, non-cumulative, for all necessary directors' meetings of the Credit

Union, when such meetings take place at a time when such members are scheduled to be on duty; provided, however, that the aggregate number of directors granted such leave (whether from the bargaining unit or otherwise) shall not exceed a total of twelve (12) per month.

- H. The Union shall be allowed one man in each station to represent the employees members on all matters involving wages, hours, or conditions of employment, provided that no such representation shall interfere with Town business or result in any cost to the Town. The Union, on or before July 1 of each year, shall notify the Town of the name of each representative so designated and, within fifteen (15) days, of any changes in the representatives.

ARTICLE V WORK WEEK AND WORK DAY

- A. ~~1. The workweek for all employees performing fire fighting duties (including, if assigned, dispatching) shall be an average of forty two (42) hours per week computed over a period of one (1) year. The work day for such employees shall be a ten (10) hour tour from 8:00 a.m. to 6:00 p.m. or until properly relieved and a fourteen (14) hour night tour from 6:00 p.m. to 8:00 a.m., or until properly relieved.~~
- ~~1. 2. Effective January 1, 2001~~ The work day for such employees all members performing firefighter duties (including dispatcher 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 an employee 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 employees members. ~~In no event shall the Chief revert to the prior work schedule before July 1, 2002.~~
- ~~2. 3. An employee member may be released from duty leave~~ 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. ~~but such early relief shall not entitle the relieved employee to any overtime or any reduction in his/her shift.~~ 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. ~~The workweek for all employees~~ Members whose assignment is other than not performing line fire fighting duties shall ~~work a workweek be an averageing of~~ forty-two (42) hours per week computed over a period of one (1) fiscal year. The work day for such ~~employees 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. ~~Employees Members~~ shall have the right to temporary exchange of shifts (swaps) when the exchange does not interfere with the operation of the Department, ~~does not result in the member working in excess of forty-eight (48) consecutive hours~~ and does not result in any costs to the Town. A swap shall not be permitted if such swap is in conflict with the training needs of the department. ~~Employees 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 effect the ~~employee's 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 ~~employee's member's~~ workweek or workday. In no event shall ~~an employee member~~ work more than ~~forty-eight thirty-six (3648)~~ consecutive hours, including exchange of duties, except during emergencies declared by the Fire Chief or designated duty officer.
- B. The rate of pay for overtime for ~~employees members~~ performing fire fighting duties shall be one and one-half (1 1/2) times the regular hourly rate, multiplied by twelve (12) hours if the ~~employee member~~ works a full tour of duty, or multiplied by the actual number of hours ~~an employee member~~ works if the ~~employee member~~ works less than a full ten (10) or fourteen (14) hour tour of duty. The rate of pay for overtime for ~~employees members~~ not performing fire fighting duties shall be one and one-half (1/2) times the regular hourly rate, multiplied by the actual number of hours the ~~employee 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 equitably as possible among the employees by means of a list established jointly by the Town and the Union. Overtime work shall be~~

distributed as provided in the May 14, 2004 overtime agreement annexed hereto as Appendix IX.-

- 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 employee member is the subject of the hearing, provided, however, that if the employee member is exonerated after any disciplinary hearing then he/she shall be paid his/her regular hourly rate for the time actually spent at such hearing in excess of his/her work week or work day. "Exoneration" for purposes of receiving pay under this section shall require a specific finding that the employee 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 employee member is a necessary witness and called by the employee member who is the subject of the hearing. A employee member required by the Town to attend any disciplinary hearing convened by the Chief of the Department in which the employee 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 Fire Inspector is "called in" on a weekend or holiday weekend, that person shall receive overtime pay at a rate of one and one-half (1 1/2) times the regular hourly rate, for a minimum of four (4) hours.
- I. The Fire Captain, Training, shall receive, in lieu of overtime, compensatingory time at the rate of time and one half. This time must be allowed to be taken within thirty (30) days of the Captain's request. If the Captain is not allowed to take said time within thirty (30) days of such request, the Captain shall be paid at time and one half for the hours owed.
- J. Payments to employees 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 Deputy Chief of the Fire Department shall be at the rate of twenty thirty-five dollars (\$2035.00) per hour and for a minimum of three (3) hours. Effective with the approval of this Agreement by the RTM fire watch assignments shall be increased to thirty-five dollars (\$35) per hour, except for Town functions, which shall be paid at the member's overtime

rate. Volunteer firefighters shall have first preference for fire watch assignments except for Town functions. If no volunteers are available for such assignments, the Town shall offer fire watch assignments to ~~bargaining unit~~ members using the fire watch list. In non-emergency situations, the Chief or a non-bargaining unit designee shall contact volunteer firefighters for fire watch assignments.

ARTICLE VII HOLIDAYS

- A. ~~Each Fire Fighter, Fire Inspector and Fire Lieutenant 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 ~~employee member~~ by one hundred and eighty-two (182). The holiday pay due each ~~employee member~~ as of the first week of December and the first week of June of each year shall be paid to each ~~employee 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 Training Captain shall receive twelve (12) days holiday pay per year.~~
- ~~CB.~~ The Deputy Fire Marshall and Fire Inspectors will standby on a rotating schedule for weekends and holidays. They will be allowed to exchange standby time with other Fire Inspectors. A Fire Inspector shall receive ~~thirty~~ forty dollars (~~\$34~~40.00) per standby weekend, and ~~ten~~ twenty dollars (~~\$12~~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. ~~Effective July 1, 2000 the weekend standby pay shall be increased to forty dollars (\$40) and the holiday standby pay shall be increased to twenty dollars (\$20).~~

ARTICLE VIII SICK LEAVE

- A. In each year of continuous service through completion of the ninth (9th) year of service, an ~~employee member~~ shall earn sick leave at the rate of ~~one~~ twelve (12) ~~hours shift~~ per month. In each year of continuous service commencing with the tenth (10th) year of service, an ~~employee member~~ shall earn sick leave at the rate of ~~1.5 shifts~~ eighteen (18) hours per month. Sick leave may be accumulated to a maximum of ~~one hundred and eighty (180) shifts~~ two thousand one hundred sixty (2,160) hours.
- B. 1. At the time of retirement or death under the provisions of this Agreement, an ~~employee 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:

Accumulated Sick Leave

Percentage Paid

0 — 40 <u>480</u> <u>days hours</u>	0%
41 <u>481</u> — 90 <u>1080</u> <u>days hours</u>	25%
91 <u>1081</u> - 135 <u>1620</u> <u>days hours</u>	35%
136 <u>1621</u> — 180 <u>2160</u> <u>days hours</u>	40%

2. ~~For employees-Members~~ hired on or before October 1, 1996, at the time of his/her retirement or death, ~~an employee 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 ~~ninety one thousand eighty~~ (~~90~~ 1,080) days hours sick leave.
 3. ~~For the purpose of this Article, The payment of unused sick leave at retirement or death as provided in section B (2) above a day's pay for sick leave~~ shall be computed by dividing the ~~employeemember's~~ annual wage rate by two ~~hundred thousand four hundred~~ (~~2,400~~) hours. Sick leave shall not be assessed for pension at the time of retirement.
- C. Sick leave shall not be considered a privilege ~~an employee member~~ may use at his/her discretion, but shall be allowed only in case of (i) the ~~employeemember's~~ personal illness or physical incapacity resulting from causes beyond his/her control, or (ii) the illness of ~~an individual within the~~ member's ~~of the employee's~~ immediate family (defined as spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, parent-in-law or any relation domiciled with ~~an employee member as a member of his/her family~~ who is listed as a dependent on the member's ~~for~~ income tax ~~purpose~~) that requires the ~~employeemember's~~ personal care and attention not to exceed sixty hours of paid sick leave. ~~For the purposes of this section the maximum sick leave allowed for each employee for family sick leave shall be five days in a fiscal year. Family Sick leave used due to illness of a member of the member's immediate family shall be is~~ charged against the regular sick leave account.
- D. Accumulated sick leave will remain to the credit of ~~an employee member~~ for a period of three (3) years after leaving the service of the Town, and will be reinstated if he/she returns to service within that period of time.
- E. In the event that ~~an employee member~~ is entitled to sick leave pursuant to Section C of this Article, but does not have earned sick leave available, the ~~employee 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. ~~An employee member~~ taking sick leave shall inform the ~~Chief of the Fire~~ Department of the fact of and reason for taking sick leave 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. ~~Each new employee~~ Upon hire, a member shall be given an advance credit of twenty two hundred forty (240) days hours 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 soon as possible out of regularly earned sick leave. Should an employee member use any or all of his or her advance credit of twenty two hundred forty (240) days hours and then leave the employment of the Town without having repaid the days hours used, the Town shall recover the value of the days hours from the employee member. No payment under Section B of this Article shall be made for the advance credit of twenty two hundred forty (240) days hours.

~~H. An employee who becomes pregnant shall be entitled to use of sick leave for that period for which her physician certifies that she is disabled from performing her regular duties as a fire fighter. Should the employee's period of disability exceed her accumulated sick leave, a leave of absence without pay shall be granted for the remainder of the period of disability. During the period of accumulated sick leave, the employee shall continue to be eligible for medical insurance on the same basis as any other employee; continuation of medical benefits during a leave of absence without pay shall be in accordance with Town policy.~~

ARTICLE IX INJURY LEAVE

A. ~~Each employee~~ A member who incurs an injury which is covered under the Connecticut Workman's Compensation Act and which occurs while employed by the Town shall be entitled to injury leave pay equal to the difference between the compensation received under said Act and his/her normal rate of pay for the number of days of necessary absence until the employee member has recovered sufficiently to return to duty or has been retired on a disability or regular pension.

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

By placing an employee 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 ~~the employee~~ 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 employee 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. ~~Employees~~ Members are entitled to up to ~~five seventy-two (725)~~ consecutive working ~~hours~~ days 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 ~~three forty-eight (348)~~ consecutive working ~~days~~ 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, ~~and at the discretion of the Chief of the Fire Department where unusual circumstances and equity dictate, one (1) working day in the event of the death of any other relative not described in this section. The Chief of the Department may, in his sole discretion, grant an 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.~~
- B. Funeral leave shall not be deducted from sick leave.
- C. The actual number of working ~~days~~ 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 ~~employees~~ 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--~~five~~sixty (560) working days hours (to be deducted, if granted and taken, from the ~~ten one hundred twenty~~ (120) working days hours due after completion of one (1) year);
 - (b) Commencement of service to completion of one (1) year of continuous service--~~ten one hundred twenty~~ (120) working days hours (subject to the deduction of the ~~five~~ sixty (560) working days 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--~~ten one hundred twenty~~ (120) working days hours;
 3. Commencement of fifth (5th) year of continuous service to completion of ninth (9th) year of continuous service--~~fifteen one hundred eighty~~ (1580) working days hours;
 4. Commencement of tenth (10th) year of continuous service and after--~~twenty two hundred forty~~ (240) working days hours.
- C. The Chief of the Department may limit the number of employees members who may be on vacation at any one time to ~~three~~ four (34) Fire Fighters, one (1) Dispatcher and ~~one two~~ (42) Fire Lieutenant on each working shift. The parties agree, that in the event of any change in the number of budgeted fire fighting positions, the Town or the Union may request ~~the Union~~ to re-negotiate the number of fire fighters on vacation at any one time. The Chief shall resolve, prior to May-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, each employee member 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 employee member may at their discretion, be started on any of his scheduled work days, and, at their discretion, the vacation leave due the employee member may be split into any combination of vacation days. ~~Employees shall be allowed to take vacation days in one-half day increments, or in one-third day increments for attending college courses toward a degree in Fire Science or Fire Technology with forty-eight (48) hours notice. At any time that the work schedule as provided in Article V (A) (2) is in effect, the one-half and the one-third day increments shall be eliminated and replaced with five (5) hours on the day portion of the shift and seven (7) hours on the night portion of the shift. Members shall be allowed to take vacation days in a six (6) hour increment for attending college courses toward a degree in Fire Science or Fire Technology with forty-eight hours prior notice to the Department. The six (6) hour increment shall be contiguous to the beginning or end of a day or night shift.~~

- D. Employees Members may make other vacation picks subject to the restrictions of Sections C and E, upon forty-eight (48) hours written notice ~~to 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. Employees Members may carry forward unused vacation time and take consecutive vacation days as follows:
1. Employees Members shall be entitled to carry forward unused vacation leave from one fiscal year to the next; provided, that ~~an employee member~~ shall not carry forward more than ~~twenty two hundred forty (240) working days hours~~ of unused vacation leave. ~~An employee member~~ shall not be entitled to take more than ~~thirty three hundred sixty (360) working days hours~~ of vacation at a consecutive interval or during any fiscal year.
 2. If ~~an employee 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 employee 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 employee 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 ~~an employee~~ to any special consideration in the scheduling of his/her vacation time.
- F. ~~If an employee-A member who~~ leaves the service of the Town, other than by retirement or death, ~~he/she~~ shall receive payment for unused accrued vacation hours based on the hourly rate of 1/2184 of base pay one (1) day's pay (for purposes of this Section his/her hourly rate as computed by dividing his/her annual salary by 2184 hours, multiplied by 12 hours) for each day of unused vacation, and for this purpose, credit for unused vacation leave shall be computed on a monthly basis. ~~If an employee~~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 the Town shall deduct from his/her last salary check one (1) day's pay for each day of unearned vacation an amount equal to each vacation hour taken but not earned and for this purpose, vacation shall be earned on a monthly basis.

- G. In the event ~~that any employee 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~~one (1) day's pay (for purposes of this Section his/her hourly rate, as computed by dividing his/her annual salary by 2184 hours, multiplied by 12 hours) for each day of unused vacation.~~

ARTICLE XII INSURANCE

- A. For the period July 1, 2004 through June 30, 2005 the Town shall provide for each member and his/her enrolled dependents the medical insurance benefits of Article XII, paragraphs A and B as set forth in the July 1, 1999 – June 30, 2004 collective bargaining agreement. Effective July 1, 2005 ~~The Town shall provide for each employee member and his/her enrolled dependents the following insurance:~~

~~1. Hospitalization and basic surgical medical coverage as in effect prior to the implementation of this Agreement, including certain requirements for second surgical opinions; a prescription drug payment program with a three dollar (\$3.00) co-payment for generic drugs and a five dollar (\$5.00) co-payment for non-generic drugs; or, in lieu of such coverage, a plan(s) providing substantially similar benefits.~~

~~2. Effective July 1, 1997, each employee who is enrolled in any health benefit plan offered by the Town shall contribute, by payroll deduction, an amount that is equal to ten percent (10%) of the premium or premium equivalent. Effective January 1, 2001 each employee who is enrolled in any health benefit plan offered by the Town shall contribute, by payroll deduction, an amount that is equal to seven (7%) of the premium or premium equivalent.~~

Members have the option to participate in the Point of Service (POS) medical plan, the Town's Health Savings Account High Deductible Plan or one of the offered HealthNet medical plans. The Town shall pay ninety-three percent (93%) of the cost of the premium or premium equivalent of such plans. The member shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option). A summary of the plan benefits of the POS medical plan is annexed hereto as Appendix VI.

Members may elect to participate in the PPO medical plan (summary of plan benefits is annexed hereto as Appendix V) and shall be required to pay an amount that is the difference between ninety-three (93%) percent of the POS medical plan premium or premium equivalent and the premium or premium equivalent of the

PPA medical plan by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).

Members who elect medical coverage, other than the Town's Health Savings Account High Deductible Plan, shall be enrolled in the prescription drug plan. A summary of the prescription drug plan benefits is annexed hereto as Appendix VII. The Town shall pay ninety-three (93%) 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).

~~3. Employee contributions shall be paid using the premium conversion option pursuant to section 125 of the IRS code on a pre-tax basis.~~

~~4. Effective January 1, 1998 a major medical insurance policy which shall contain, inter alia, a two hundred dollar (\$200.00) calendar year deductible provision with a six hundred dollar (\$600.00) calendar year family deductible, and an eighty-percent/twenty percent (80%/20%) co-insurance clause up to three thousand two hundred fifty dollars (\$3,250.00) each calendar year with one hundred percent (100%) of remaining expenses for that calendar year, and a one million dollar (\$1,000,000.00) lifetime maximum; or in lieu of such a policy, a policy providing substantial similar benefits.~~

5. ~~Effective January 1, 2001 the benefits provided by paragraphs 1 and 4 above shall terminate and the medical and prescription drug benefits provided by this paragraph shall become effective. Effective January 1, 2001 employees shall be eligible to participate in the Preferred Provider Access (PPA) medical plan or the PHS HMO option referred to as Charter Plus with a \$10 office visit co-pay in lieu of the medical benefits provided above in paragraphs 1 and 4. The medical plans provided in paragraphs 1 and 4 shall be discontinued as of December 31, 2000. Effective January 1, 2001 employees shall only be eligible to participate in the prescription drug plan as provided in Appendix V to this Agreement. The PPA summary benefit provisions are set forth in Appendix V to this Agreement.~~ 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 XXIV of the Agreement, except that the size and scope of the in-network providers shall not be arbitrable.

B. Members may elect to be enrolled in the Town's dental plan. A summary of the dental plan benefits is annexed hereto as Appendix VIII. The Town shall make available to employees the coverage of Dental Plan #4 as on file with the Employee Benefits Office. Employees who elect to enroll in said plan shall be required to contribute toward the cost

~~of the premium or premium equivalent as provided above in paragraph A. Each employee who is enrolled in such Dental Plan #4 shall have his eligible dependents covered by orthodontic rider with one thousand dollars (\$1,000.00) maximum coverage per person. Effective January 1, 2001 the per person maximum shall be increased to \$2,500. The Town shall pay ninety-three (93%) 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).~~

- C. The Town shall provide for each employee member a twenty-five thousand dollar (\$25,000.00) term life insurance policy covering natural or accidental death which policy shall continue on the life of the member for five (5) years after retirement. The employee member may buy from the Town's insurer additional term insurance at the actual prevailing rate charged the Town, provided that the employee member purchases an amount equal to the difference between the twenty-five thousand dollars (\$25,000.00) and the employee member's annual salary computed to the nearest one thousand dollars (\$1,000.00).
- D. The Town shall provide for each employee member a one hundred fifty thousand dollar (~~\$150~~,000.00) life insurance policy for death occurring in the line of duty. This policy is in addition to any other insurance. Effective with the approval of this Agreement by the RTM the life insurance policy for death occurring in the line of duty shall be increased to one two hundred fifty thousand dollars (~~\$1520~~0,000).
- E. Employees Members who retire on or after July 1, 1988, 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 hospital, surgical-medical, and major medical plans. For any individual who elects to so enroll, the cost of the above coverage will be 25% of the Town's premium cost for the coverage in which the employee 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 an employee member or dependent) this provision shall not apply. 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.
- F. Members of the bargaining unit may participate in the "Town of Greenwich Flexible Spending Account".
- G. The Town shall provide employees members with Lyme Disease vaccination, if desired by the employee member.

ARTICLE XIII PENSIONS

- A. The Retirement System of the Town of Greenwich as presently in effect for ~~Police and Fire employees members~~, as amended to date, as on file with the ~~Personnel Office Retirement Systems Administrator~~, shall be in effect for all eligible ~~employeesmembers~~. Effective October 23, 2000~~with the first complete payroll period thirty (30) following approval of this Agreement by the RTM~~, 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. Employee Member contributions shall be paid on a pre-tax basis pursuant to Section 414(h) of the Internal Revenue Code.
- B. The Town will, upon request from the Union, meet and confer with respect to the matter of existing retirees pension benefits. It is understood that such discussions will not take place in the context of collective bargaining with respect to this Agreement or its successor nor will such discussions be subject to the provisions of the Municipal Employees Relations Act or the impasse procedures thereof. It is likewise agreed that this provision shall not be used as precedent or in any way prejudice the Town's or the Union's position regarding the negotiation of retirees benefits.
- C. The retirement allowance of ~~an employee member~~ shall be determined by use of final compensation. Final compensation shall mean the annual earnable compensation (including holiday pay, night shift differential and MRT/EMT pay, hazmat team, confined space, trench rescue, and dispatch stipend) of a member during the one (1) year of creditable service with the Fire Department for which such compensation was the highest.
- D. Each employee member with prior active military service in a branch of the United States Armed Forces shall be given credit as creditable service for purposes of determining his/her retirement allowance for each year of such military service that the employee member makes an additional contribution to the Town. Said additional contribution shall be the employee member's existing rate of contribution times his/her annual salary for each year of military service for which he/she wishes to buy credit. In no event may an employee member buy credit for more than four years of service.
- ~~Employees must exercise this option by the end of their first year of employment. Failure to exercise the option by the end of the first year of employment shall result in the employee's forfeiture of this option.~~
- E. ~~An employee member~~'s superannuation or disability pension shall not be reduced for any reason, however, at no time may such disability pension, when combined with benefits which arise out of Sections 7-433(b) and Chapter 568, State of Connecticut Workers' Compensation Act, exceed one hundred percent (100%) of the salary currently being paid to ~~an employee member~~ who holds the same rank and seniority that the employee member held on the date of his/her retirement.

- F. Section 193 and 194 of the Town of Greenwich Retirement system shall provide for the payment of survivors benefits to dependent children of employees members in the event there is no surviving spouse at the time of an employeemember's death. The survivors' benefits shall be paid in equal shares to dependent children who have not attained the age of 18 and/or to dependent children who are full time students who have not attained the age of 23. In the event a fire-fightermember's surviving child was physically or mentally incapacitated for substantial gainful employment before attaining age 18, the portion of the survivor's benefit payable on such child's account shall be paid for the duration of such incapacity.

Sections 193 and 194 of Article XIV, the Greenwich Retirement System shall be modified to allow a surviving spouse or dependent children as defined by this Section, of a fire-fighter member or retired fire-fighter member to receive, in the event of the death of such fire-fighter member or retired fire-fighter member, an annual pension of one-half of the retiree's actual pension which pension shall continue to be paid while the spouse remains unmarried or until there are no dependent children, whichever is later.

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

~~For employee contributions made during calendar 2000 the Town shall match the employee's contribution on a dollar for dollar basis up to a maximum of \$650. The Town's match shall be credited to the employee's account in January 2001.~~

~~— For employee contributions made during calendar 2001, the Town shall match on a dollar for dollar basis employee contributions on a dollar for dollar basis up to a maximum of \$800. The Town's match shall be credited to the employee's account in January 2002.~~

~~— For employee contributions made during calendar 2002, the Town shall match on a dollar for dollar basis employee on a dollar for dollar basis up to a maximum of \$950. The Town's match shall be credited to the employee's account in January 2003.~~

For ~~employee member~~ contributions made during calendar 2003, and each year thereafter, the Town shall match on a dollar for dollar basis ~~employee member~~ contributions on a dollar for dollar basis up to a maximum of \$1,250. The Town's match shall be credited to the ~~employee member~~'s account in January 2004 of the following year.

- I. ~~All employees~~ Members shall be vested after ten (10) years of creditable service. ~~An employee member~~ who resigns from the Department with ten (10) years of creditable service, but prior to meeting the requirements for a service retirement pursuant to Section G, shall be eligible to collect a deferred vested pension at age fifty (50). The amount of the pension shall be in accordance with the Town of Greenwich Retirement system and payment shall commence following written application to and processing by the Retirement Board.
- J. The rate of benefit for calculation of a ~~bargaining unit~~ member's retirement allowance shall be 1/40 or 2.5 percent for each year of creditable service as a member fire fighter; provided however, that: (1) a fire fighter member with twenty six (26) years and eight (8) months of member creditable service ~~as a fire fighter~~ shall be eligible for a retirement allowance of seventy – five percent (75%) of final compensation; and (2) the maximum retirement allowance shall be seventy – five percent (75%) of final compensation.
- K. Either party may re-open negotiations during the term of this Agreement as to matters contained in this Article XIII that were not put at issue during the negotiations resulting in this Agreement. In the event such negotiations are re-opened pursuant to this provision and the parties fail to reach an agreement on the matters being negotiated, the impasse arbitration procedures of the Municipal Employee Relations Act shall not be applicable to such impasse and the existing terms of this Article shall continue for the duration of this Agreement.

ARTICLE XIV UNIFORMS AND PROTECTIVE CLOTHING AND DAMAGED PERSONAL EQUIPMENT

- A. The Town shall provide all ~~employees-permanent members~~ such station/work clothes and personal protective gear as required by NFPA standards for the performance of assigned duties. The station/work uniforms shall meet at a minimum the criteria set forth, at the time of purchase, by the current edition of the NFPA standard pertaining to station/work uniforms. The protective gear shall meet at a minimum the criteria set forth, at the time of purchase, by the current edition of the NFPA standard pertaining to protective ensemble for structural fire fighting. Probationary ~~employees-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 ~~employee member~~ shall be issued a class A dress uniform, ~~water-resistant overcoat with removable cold weather liner 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 an employee 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. Any employee 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. Employees-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 employee member shall be paid a uniform and bedding maintenance allowance of three four hundred forty five dollars (\$~~345~~400.00) to be paid in June of each year. This allowance shall be prorated on a monthly basis for each month that the employee member works a minimum of one shift. ~~Effective with the June 2001 payment, the uniform and bedding allowance shall be increased to four hundred dollars (\$400).~~

ARTICLE XV EMPLOYEE-MEMBER ACCOUNTS

Each employee member shall be given an account of his/her sick time and vacation time ~~accounts as of June 1st of each year~~ accruals no less than on a quarterly basis. Each employee member shall, in each alternate year, be given an account of the contributions to the Pension Fund.

ARTICLE XVI TRAINING

- A. The Town shall continue to provide a training program for all ~~employees 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 firemantics.

- B. Employees Members shall be paid at straight time for training which is conducted during regular duty hours.
- C. 1. Employees Members hired on or after July 1, 1986, must attain certification as Medical Response Technicians in order to complete their probation and attain permanent status. If it is not possible for an employee 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. All employees Members are required to maintain certification at the MRT level. It is the responsibility of the employee member to attend the required courses to maintain the MRT certification. The Department will schedule two (2) medical response re-certification courses (MRT/EMT) each year at a time established jointly by the Town and Local 1042. The Greenwich Fire Department will be responsible for the cost in the delivery of the two (2) medical response re-certification courses (MRT/EMT). The employee member shall be responsible for scheduling and attending the appropriate MRT/EMT course in order to maintain certification. The Department may release employees members who are on duty when the Department sponsored refresher course is scheduled if operational needs permit. Employees 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. Employees Members who have successfully completed their probationary period, and who are MRT certified, shall be paid for such MRT certification the sum of two hundred fifty dollars (\$250.00) on or about December 1 of each year and the sum of two hundred fifty dollars (\$250.00) on or about June 1 of each year. Employees Members who are EMT certified and receiving the EMT stipend pursuant to paragraph 5 below shall not be entitled to receive the MRT stipend. Certification shall be a prerequisite to payment. Employees Members must be certified at the time the payment is made to be eligible to receive such payment. There shall be no prorating of the MRT stipend.
4. Any employee 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. EmployeesMembers shall only be reimbursed for the initial EMT course taken following completion of their probationary period. Employees Members shall not be reimbursed for cost that may be incurred for EMT re-certification. Employees 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 employees members in obtaining certification and re-certification.

5. ~~All employees~~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. ~~Employees~~ 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. ~~An employeemember's~~ probationary period shall run for six (6) months after successful completion of said training provided that no ~~employeemember's~~ probation shall extend beyond twelve months from his date of appointment as a Fire Fighter.

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. ~~Employees~~ A newly hired recruit who ~~are is~~ not required to attend the State of Connecticut Fire Academy, shall begin ~~their~~ 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 ~~Fire-fighter-member~~ is critical to his/her own health and safety as well as that of his/her fellow ~~Fire-fighters members~~ and to the citizens they serve, the Town and ~~Association-the Union~~ shall cooperate in efforts to maintain the physical fitness of all ~~employees members~~ covered under the terms of this Agreement.
- B. The Town shall provide for each ~~employee 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. ~~An employee 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. ~~An employee 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, ~~an employee 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. ~~All-employees~~ Members shall make a good faith effort to comply with the guidelines of the height/weight chart of Appendix II. The Town shall assist ~~fire fighters~~ 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 ~~employee~~member's individual physical characteristics.
- D. The Town shall expend up to a maximum of ~~six-ten~~ thousand ~~four-hundred~~ dollars (\$~~610,400~~00.00) during the term of this Agreement for the purpose of providing physical fitness equipment and/or for making other physical fitness facilities available to ~~employees~~members. Via the labor/management committee of Article XXV, K, the ~~Association~~ 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. ~~All-employees~~ Members hired on or after July 9, 1992 shall be and remain non-smokers as a condition of continued employment. Such ~~employees~~ members shall be subject to progressive discipline for violations of this policy. ~~Any employee 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. ~~Effective July 1, 1999, t~~The Town shall pay each qualified ~~employee~~ member an annual educational incentive allowance as follows:
1. Fifteen (15) semester-hour credits towards an Associate Degree from an accredited state technical college in fire service technology shall yield an educational incentive allowance of four hundred dollars (\$400.00).
 2. Thirty-two (32) semester-hour credits towards such degree shall yield an educational incentive allowance of six hundred dollars (\$600.00).
 3. Sixty-six (66) semester-hour credits shall yield an educational incentive allowance of seven hundred fifty dollars (\$750.00).
 4. An Associate Degree shall yield an educational incentive allowance of one thousand dollars (\$1,000).

5. A Bachelor's Degree from an accredited state technical college in fire service technology shall entitle ~~an~~ employee member to an educational incentive allowance of one thousand five hundred dollars (\$1,500.00).
- B. The Town shall make required payments in accordance with the following procedures:
1. ~~Each employee-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 employee member.
 3. The educational incentive allowance due the employee 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 employee 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 ~~employees-members~~ who obtain and maintain a valid hazardous materials certification at the technicians level shall be eligible to serve on the Hazardous Materials Emergency Response Team (Hazmat Team). Qualified employees members who volunteer to serve on such team shall be so assigned. The Department shall provide the training for employees members to obtain their initial certification at the technician level. In the event the training for the initial certification is scheduled during the employee member's off duty hours, the employee member shall be paid at appropriate overtime rates. It is the responsibility of the employee member to maintain their certification.
2. ~~Employees-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 ~~and~~ employee 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 ~~an~~ employee member shall be required to remain on the Hazmat Team for the remaining two (2) years of his/her

initial commitment. Thereafter an employee 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 employees 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. Employees 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 employees members assigned to the Hazmat Team.
5. Employees 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 ~~two seven~~ hundred fifty dollars (\$~~27~~50.00) shall be paid in June and a payment in the amount of ~~two seven~~ hundred fifty dollars (\$~~27~~50.00) shall be paid in December. Assignment to the Hazmat Team by the Chief of the Department shall be a prerequisite to entitlement to the specialty pay. There shall be no prorating of the specialty pay. Employees Members must be assigned to the Hazmat Team at the time the specialty pay is paid to be eligible to receive such payment. ~~Effective July 1, 2000, the annual specialty pay shall be increased to one thousand five hundred dollars (\$1,500) to be paid in the amount of seven hundred fifty dollars (\$750) in June and seven hundred fifty dollars (\$750) in December.~~

B. Confined Space Team and Trench Rescue Team

1. Non-probationary employees 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 employees members who volunteer to serve on such team shall be so assigned. The Department shall provide the training for ~~employees members~~ to obtain their initial certification. In the event the training for the initial certification is scheduled during the employee member's off duty hours, the employee member shall be paid at appropriate overtime rates. It is the responsibility of the employee member to maintain their certification.
2. Employees 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 employee 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 an employee 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 an employee 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 employees 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. Employees 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 employees-members assigned to the Confined Space Team and/or Trench Rescue Team.
 5. Effective at such time as the Department establishes a Confined Space Team and/or Trench Rescue Team employees 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. Employees Members must be assigned to the Confined Space Team and/or Trench Rescue Team at the time the specialty pay is paid to be eligible to receive such payment.

C. Effective July 1, 2005 a member who possesses a certification as a Certified Fire Investigator (CFI) from an accredited organization shall receive an annual stipend of fifteen hundred dollars (\$1,500). Such payment shall be made in two-seven hundred fifty dollar payments (\$750) to be paid in the first week in June and the first week in December.

ARTICLE XX FIRE FIGHTER/DISPATCHER ASSIGNMENTS

- ~~A. The Town shall provide an annual stipend in an amount not to exceed one thousand five hundred dollars (\$1,500.00) to a maximum of eight (8) Fire Fighters who maintain a E911 certification and are assigned to dispatching duties by the Chief of the Department. Fire fighters so assigned shall be required to participate in specialized dispatcher training as directed by the Chief of the Department. This provision shall not become effective until the parties have a complete agreement as to the procedures to be used in selecting and scheduling Fire Fighters to this assignment. In no event shall the cost to the Town for~~

~~this assignment exceed what is provided herein in the subsequent agreement on selection and scheduling procedures.~~

(i) The Town shall provide an annual stipend of not more than one thousand five hundred (\$1,500) dollars to a maximum of eight (8) Fire Fighters who are dispatch certified and are assigned by the Fire Chief to dispatching duties. The stipend shall be paid in equal bi-weekly payments while the Fire Fighter is assigned to such dispatching duties by the Fire Chief. There shall be two dispatch certified Fire Fighters assigned to dispatching duties on each shift. One shall be assigned to dispatching and the second Fire Fighter/dispatcher shall remain in the rotation in Station One. The two (2) Fire Fighter/dispatchers assigned to a group may select their own rotation if both are in agreement. In the event there is no agreement among the two Fire Fighter/dispatchers the rotation shall be for a three (3) month period.

(ii) The Fire Chief shall issue a written notice to all Fire Fighters requesting applications from Fire Fighters for the initial and for future vacant dispatcher assignments. The Fire Chief shall determine the initial qualifications required for the assignment to dispatching duties. The eight (8) most senior firefighters who make application and are found by the Chief to be qualified shall be assigned to the dispatching duties. Subsequent to the initial assignment of the eight (8) Fire Fighters to dispatching duties, Fire Fighters thereafter must be dispatch certified to apply for this assignment. Requests to be considered for such dispatcher assignment shall be valid for a twelve-month period. Thereafter the Chief shall issue a new written notice for subsequent vacancies in dispatcher assignments. The most senior dispatch certified Fire Fighter who submits a request for consideration shall be selected for the assignment.

(iii) The Chief of the Department shall have the discretion to remove a Fire Fighter from the dispatching assignment. Removal from the dispatching assignment shall not be grievable except for a claim that such removal was arbitrary or an abuse of managerial discretion.

(iv) The dispatcher assignment shall be for a twenty-four month period. Fire Fighters shall be required to provide the Department with four (4) months notice to discontinue such assignment. The four (4) month notice requirement may be waived in the sole discretion of the Fire Chief.

(v) In the event a qualified Fire Fighter assigned to dispatching duties is not available, the Fire Chief may assign any available Fire Fighter to such dispatching duties. If such replacement Fire Fighter is dispatch certified, than such replacement Fire Fighter shall receive the dispatcher stipend for each shift so assigned both for a regular shift and an overtime shift. All Fire Fighters shall continue to be eligible for overtime assignments both for line and dispatcher assignments base on the equal overtime distribution procedures.

(vi) Vacation picks shall be limited among those eight (8) qualified Fire Fighters assigned to dispatcher duties and such picks shall be based on seniority. Only one Fire Fighter in each group assigned to dispatching duties may be on vacation during the same period. Mutual swaps shall be limited among those eight (8) qualified Fire Fighters assigned to dispatcher duties and any other Fire Fighter who is dispatch certified. In the event the Fire Fighter/dispatcher is on sick leave, the remaining Fire Fighter/dispatcher in the group shall be assigned to dispatch.

(vii) The Town agrees sponsor dispatch certification training classes as need requires.

- B. ~~Effective no earlier than July 1, 2003, t~~The Town may employ non-bargaining unit individuals to perform dispatch duties that are currently performed by ~~bargaining unit employees members~~, subject to appropriate supervision by fire department personnel with expertise in fire operations. Regarding any impact on ~~employees members~~ who may be re-assigned or re-deployed as a result of the Town employing non-bargaining unit individuals to perform dispatch duties, the parties agree that ~~any employee member~~ so reassigned or re-deployed shall not have their salary reduced. Upon promotion, such ~~employee member~~ shall be paid the salary as set forth in the collective bargaining agreement for such rank.

ARTICLE XXI APPOINTMENTS TO POSITIONS AND ASSIGNMENT AS FLOATER

- A. The Town shall fill any vacancies or new positions in the competitive service of the Fire Department first by promotion of the permanent ~~employee 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. If there is no qualified current permanent ~~employee 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 ~~employee member~~ in the unit bidding on the job.
- C. 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 ~~employee 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. Qualifications of an employee 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. During the period of suspension of any employee 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. To meet the requirements of an emergency condition which threatens life, property, or the general welfare of the Town, the Town may employ such persons as may be needed for the limited term of the emergency without regard to the regulations as to appointments in this Article.
- G. The Town shall post all job openings at each fire station and shall send a copy of the notice to the Secretary of the Union.
- H. FLOATER: Any employee member who is assigned as a Floater shall, upon his/her request, be relieved from such Floater duty, provided there is another employee 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 employees members who have less seniority than the least senior employee member assigned as a Floater so that such employees members are qualified for such Floater duty.
- I. In the event the Town creates any officer classifications above the rank of Lieutenant, such rank shall require, as a minimum qualification, an Associates Degree in Fire Technology or a Bachelor of Science Degree in a related field. This minimum requirement shall not apply to the first posting for such rank.
- J. As part of the minimum qualifications for the position of Fire Lieutenant, a candidate must have at least five (5) years experience as a career firefighter with the Greenwich Fire Department.
- K. The June 25, 2003 letter regarding Fire Lieutenant, Training Assignment shall continue in effect pursuant to its terms. The June 25, 2003 letter is annexed hereto as Appendix X.

ARTICLE XXII GRIEVANCE AND ARBITRATION PROCEDURE

- A. No ~~employee— member~~ with permanent status shall be disciplined, suspended, or discharged except for just cause. If ~~any employee member~~ is so disciplined and, in the judgment of the Union, this action is taken by the Town without just cause, or should ~~an employee member~~ or group of ~~employees 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 ~~employee member~~, or by a representative of the Union on the ~~employeemember's~~ behalf, in writing to the Chief ~~or the Chief's designated representative with a copy to the appropriate District Chief~~. 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 ~~ten fourteen (1014)~~ calendar days after the Step 1 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 ~~seven fourteen (714)~~ 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 ~~fourteen~~ twenty-one (~~14~~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 fourteen (14) calendar days of the Step 2 meeting, 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.
- B. 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 ~~any~~ employee 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 employee 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 XXIII

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 ~~employee-member~~ and former ~~employee member~~ who retired after July 1, ~~1999~~2004, retroactive wages and wage related benefits for the time worked by the employee during the period from July 1, ~~1999~~ 2004, to the effective date of this Agreement, and 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 ~~employees members~~ who quit or were fired prior to the effective date of this Agreement.
- C. This Agreement shall commence on July 1, ~~1999-2004~~, and terminate on June 30, 2004~~9~~. 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 June 1, 2003~~8~~, 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 XXIV PAST PRACTICE CLAUSE

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

ARTICLE XXV MISCELLANEOUS

- A. All work shall be apportioned among ~~employees-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 employee 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 ~~the employees-members~~ and remit to the Union, regular union dues for those employees members who sign authorizations permitting such action and a service fee (not to exceed union dues) for all permanent employees 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 individual-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 house-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. ~~Any Town or Union official party~~ may act by means of an authorized representative.
- H. The Town shall maintain in each station for the use of the employees members the fire manual and all other rules, regulations, and procedures of the fire department.
- I. Except in an emergency, ~~an employee member~~ shall be given two (2) weeks notice by the Town of a transfer from his/her then current assignment.
- J. The Town and the ~~Association~~ 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.
- K. Employees 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 employee member with a copy of such material.

- L. ~~Effective July 1, 1997, the~~ 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). Employees 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 employees members be paid more than the contractual annual salary during any fiscal year.

- M. A Labor-Management Committee shall be established consisting of official representatives of Local 1042 and the Fire Department management. 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.

ARTICLE XXVI NON-DISCRIMINATION

- A. The parties to this Agreement agree that they shall not discriminate unlawfully against any employee 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 employee 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 XXVII 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.

IN WITNESS WHEREOF, the parties have caused their names to be signed.

THE TOWN OF GREENWICH

By _____
James Lash, First Selectman

_____ Date

By _____
Alfred C. Cava, Director of Labor Relations

_____ Date

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

By _____
James McDonald, Secretary

_____ Date

APPENDIX I

ANNUAL WAGE RATES

		<u>July 1, 2004</u>	<u>July 1, 2005</u>	<u>July 1, 2006</u>	<u>July 1, 2007</u>	<u>July 1, 2008</u>
<u>Firefighter</u>	<u>Yrs 0 to 1</u>	<u>\$43,444</u>	<u>\$44,856</u>	<u>\$46,314</u>	<u>\$47,819</u>	<u>\$49,254</u>
	<u>Yrs 1 to 2</u>	<u>\$46,220</u>	<u>\$47,722</u>	<u>\$49,273</u>	<u>\$50,875</u>	<u>\$52,401</u>
	<u>Yrs 2 to 3</u>	<u>\$49,002</u>	<u>\$50,595</u>	<u>\$52,239</u>	<u>\$53,937</u>	<u>\$55,555</u>
	<u>Yrs 3 to 4</u>	<u>\$51,779</u>	<u>\$53,462</u>	<u>\$55,199</u>	<u>\$56,993</u>	<u>\$57,914</u>
	<u>Yrs 4 to 5</u>	<u>\$54,796</u>	<u>\$56,577</u>	<u>\$58,416</u>	<u>\$60,314</u>	<u>\$62,124</u>
<u>Inspector</u>	<u>Yrs 0 to 1</u>	<u>\$59,187</u>	<u>\$61,110</u>	<u>\$63,097</u>	<u>\$65,147</u>	<u>\$67,102</u>
	<u>Yrs 1 to 2</u>	<u>\$63,042</u>	<u>\$65,091</u>	<u>\$67,207</u>	<u>\$69,391</u>	<u>\$71,472</u>
	<u>Yrs 2 to 3</u>	<u>\$66,904</u>	<u>\$69,078</u>	<u>\$71,323</u>	<u>\$73,641</u>	<u>\$75,850</u>
<u>Lieutenant</u>	<u>Yrs 0 to 1</u>	<u>\$59,187</u>	<u>\$61,110</u>	<u>\$63,097</u>	<u>\$65,147</u>	<u>\$67,102</u>
<u>Without Certifications</u>	<u>Yrs 1 to 2</u>	<u>\$63,042</u>	<u>\$65,091</u>	<u>\$67,207</u>	<u>\$69,391</u>	<u>\$71,472</u>
<u>With Certifications</u>	<u>Yrs 2 to 3</u>	<u>\$66,904</u>	<u>\$69,078</u>	<u>\$71,323</u>	<u>\$73,641</u>	<u>\$75,850</u>
<u>Captain</u>		<u>\$72,184</u>	<u>\$74,530</u>	<u>\$76,953</u>	<u>\$79,454</u>	<u>\$81,837</u>
<u>Deputy Fire Marshall</u>						
<u>Deputy Fire Chief</u>		<u>\$85,710</u>	<u>\$88,496</u>	<u>\$91,372</u>	<u>\$94,341</u>	<u>\$97,171</u>

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 twenty-five dollars (\$1,025.00) shall be paid in one payment of five hundred twelve dollars and fifty cents (\$512.50) in December and a second payment of five hundred twelve dollars and fifty cents (\$512.50) in June to each employee-member who works pursuant to the schedule of Article V A of this Agreement. Each payment shall be prorated on a full month basis for each individual-member who works a minimum of one full night shift in the month. At any time that the work schedule as provided in Article V (A) (2) is in effect the night differential payment shall continued to be paid to an employee member. Each payment shall be prorated on a full month basis for each employee 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. The annual shift differential shall increase during the term of the agreement as follows: effective July 1, 2005 to \$1,225.00, effective July 1, 2006 to \$1,375.00, effective July 1, 2007 to \$1,525.00 and effective July 1, 2008 to \$1,625.00.

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

Any person-member making service fee payments to the Union in lieu of dues in accordance with Article XXV, D 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 employeesmembers' pro rata share of causes of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

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

The appropriate portion of service fees spent by the Union for such purposes shall be determined annually at the end of the Union's fiscal year. Rebate of a pro rated portion, if any, of his/her service fees corresponding to such proportions shall thereafter be made to each individual 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.

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

REFUSAL TO SUBMIT

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

TESTING PROCEDURES

1. The member shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee 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 employee member is ordered to submit to testing for alcohol, the employeemember 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 employeemember shall provide a blood sample for the confirmatory test.

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

8. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only if confirmed will a test result in a positive report.
9. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.
10. Any member whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Chief that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The laboratories shall be responsible for following the best practice in maintaining and documenting the chain of custody of the sample ~~The Department will deliver the sample to such laboratory to assure the chain of custody.~~ 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 ~~any employee member~~ who is not involved in any drug/alcohol related criminal activity and voluntarily admits to alcohol or drug abuse prior to testing.

Any member who voluntarily admits to the Chief his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable rehabilitation program. The first time a member tests positive for drugs or alcohol in the course of random

testing, he/she shall have the same opportunity for rehabilitation as does a member who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation of impropriety by the public or another member or prior to initiation of an investigation of the member's use or sale of a controlled substance by any competent state or federal authority.

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

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

ADMINISTRATIVE PROVISIONS

1. Time spent by an ~~employee 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 ~~any employee 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 ~~an employee member of the Town~~, shall be grounds for disciplinary action against the ~~employee 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 ~~employees~~, promote ~~employees~~, lay off ~~employees~~, appoint and evaluate ~~employeesmembers~~, to select probationary ~~employees members~~ for permanent appointment or to act pursuant to law. Furthermore, this agreement and procedure shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Fire Department.
5. The Town and the Union agree that the provisions of this agreement and its application may be considered by the parties' representatives who may recommend, if appropriate, amendments to this Appendix.
6. Separability - If any clause or provision of this Appendix or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Appendix shall remain in full force and effect.

7. Disputes concerning the interpretation or application of this Appendix shall be subject to the contractual grievance procedure, except for disciplinary matters.

APPENDIX V

Town of Greenwich & Local 1042 I.A.F.F.

PPAQ Plan

Preferred Provider Access Copay Benefit Summary

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

<i>Benefits</i>	<i>CIGNA <u>Anthem</u> HealthCare Preferred Provider Access Copay Plan</i>	
	<i>In-Network</i>	<i>Out-of-Network</i>
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Dependent Children</i>	Children covered to age 19, <u>full-time</u> students to age 26 ⁵ (Termination is end of birth month)	
<i>Calendar Year Deductible</i> Individual Two Person Aggregate Family Maximum Common Accident Multiple Birth	Not applicable	\$200 per person \$400 for two people \$500 per family One individual ded. applies One individual ded. Applies
<i>Out-of-Pocket Maximum</i> Includes deductible Individual Two Person Aggregate Family Maximum Does not apply to Benefits for accident or sickness are paid at 100% once an individual's out-of-pocket maximum has been reached (Includes Mental Health & Substance Abuse).	Not applicable	Yes \$800 per person \$1,600 for two people \$2,000 per family Non-compliance penalties and charges in excess of Reasonable & Customary
<i>Reasonable & Customary Charges</i>	Not applicable	Paid at the 90 th percentile
<i>Outpatient Doctor's Office Visits</i> For illness/injury	No charge after \$10 per visit	80% after deductible

Benefits	CIGNA Anthem HealthCare Preferred Provider Access Copay Plan	
	<i>In-Network</i>	<i>Out-of-Network</i>
Allergy Injections	copay No charge* * Allergy Injections: A sticker will be provided to each employee upon election of this plan. The sticker is to be placed on each ID card when it is received. Failure to apply the sticker or advise the doctor may cause the employee to pay a \$10 copay for the office visit rather than \$0 copay.	80% after deductible
<i>Preventive Care</i> Routine Preventive Care for Children & Adults (including immunizations) Well Woman Care (including Pap Test) Mammograms Routine Hearing Exams (Once each in every 24 months)	No charge * No charge* No charge* No charge* * Preventive Care: A sticker will be provided to each employee upon election of this plan. The sticker is to be placed on each ID card when it is received. Failure to apply the sticker or advise the doctor may cause the employee to pay a \$10 copay for the office visit rather than \$0 copay.	80% after deductible 80% after deductible 80% after deductible 80% after deductible
<i>Routine Vision Exams</i> (Once each in every 24 months)	No charge	
<i>Voluntary Second Opinions for Surgery</i>	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility	80% after deductible

Benefits	CIGNA <u>Anthem</u> HealthCare Preferred Provider Access Copay Plan	
	<i>In-Network</i>	<i>Out-of-Network</i>
<i>Outpatient Pre-Admission Testing</i> Office Visit	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a participating facility	80% after deductible
Outpatient Facility	No charge	80% after deductible
<i>Inpatient Hospital - Facility Services</i> Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Semi-private room	Limited to the semi-private negotiated rate	Limited to semi-private rate
Private room	Limited to the semi-private negotiated rate	Limited to semi-private rate (Unless medically necessary or Hospital does not have semi-private rooms)
Intensive Care Unit	Limited to the negotiated rate	Limited to the ICU daily rate
<i>Inpatient Hospital Doctor's Visits/Consultations</i>	No charge	80% after deductible
<i>Inpatient Hospital Professional Services</i> Surgeon Radiologist Pathologist Anesthesiologist	No charge	80% after deductible
<i>Multiple Surgical Reduction</i>	Negotiated arrangement	Multiple surgeries performed during one operating session will result in payment reduction of 50% of the surgery of the lesser charge. The most expensive procedure is paid as any other surgery.
<i>Outpatient Surgical Facility Services</i>	No charge	80% after deductible
<i>Outpatient Professional Services</i>	No charge	80% after deductible

Benefits	CIGNA Anthem HealthCare Preferred Provider Access Copay Plan	
	<i>In-Network</i>	<i>Out-of-Network</i>
Surgeon Radiologist Pathologist Anesthesiologist		
Emergency Care Doctor's Office Hospital Emergency Room Outpatient Facility or other Urgent Care Facility Walk In Center Ambulance (medically necessary)	No charge after \$10 per visit copay No charge after \$25 per visit copay** No charge after \$10 per visit copay** No charge** **except if not a true emergency, then 80% after deductible	No charge after \$10 per visit copay No charge after \$25 per visit copay** No charge after \$10 per visit copay** No charge** **except if not a true emergency, then 80% after deductible
Skilled Nursing Facility Up to a maximum of 120 days per calendar year No prior hospitalization required	No charge	80% after deductible
Independent Lab and X-ray Services (Facility and Professional Services) Hospital Outpatient Lab and X-ray Facility Doctor's Office	No charge No charge No charge, included in \$10 per visit copay if performed and billed by treating physician	80% after deductible 80% after deductible 80% after deductible
Outpatient Short Term Rehabilitation Includes: Physical Therapy Speech Therapy	No charge after \$10 per visit copay	80% after deductible
Chiropractic Outpatient Rehabilitation (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
Occupational Outpatient Rehabilitation (limited to 20 visits)	No charge after \$10 per visit copay for office visit	80% after deductible
Home Health Care	No charge	80% after deductible

Benefits	CIGNA Anthem HealthCare Preferred Provider Access Copay Plan	
	<i>In-Network</i>	<i>Out-of-Network</i>
Outpatient Private Duty Nursing (when medically necessary)	No charge	80% after deductible
Hospice (Patient diagnosed with 6 months or less to live) Inpatient Facility	No Charge	80% after deductible
Outpatient Setting	No Charge	80% after deductible
Abortion Non-elective only for any eligible family member.		
Inpatient Facility	No charge	80% after deductible
Outpatient Surgical Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
Family Planning Office Visits including Tests and Counseling	No charge after \$10 per visit copay for office visit; No charge for x-ray/lab if billed by a separate facility	80% after deductible
Surgical sterilization procedures for Vasectomy/Tubal Ligation (excludes reversals)		
Inpatient Facility	No charge	80% after deductible
Outpatient Facility	No charge	80% after deductible
Physician's Services	No charge	80% after deductible
Maternity Initial visit to determine pregnancy	No charge after \$10 per visit copay	80% after deductible
All subsequent Prenatal visits, Postnatal visits and Delivery	No charge	80% after deductible
Hospital Covered in full subject to Pre-Admission Certification/Continued Stay Review	No charge	80% after deductible
Birth Center	No charge	80% after deductible
Infertility Treatment (Including Artificial Insemination, In-		

Benefits	CIGNA Anthem HealthCare Preferred Provider Access Copay Plan	
	<i>In-Network</i>	<i>Out-of-Network</i>
<i>vitro Fertilization, GIFT, ZIFT</i> (\$25,000 per Lifetime) Doctor's Office Visit Inpatient Facility Covered in full subject to Pre-Admission Certification/Continued Stay Review Physician's Services	No charge after \$10 per visit copay No charge No charge	80% after deductible 80% after deductible 80% after deductible
<i>Organ Transplants</i> Includes all medically appropriate, non-experimental transplants Inpatient Facility Covered in full subject to Pre-Admission Certification/Continued Stay Review (Includes Travel Benefit for Lifesource Facilities only) Physician's Services	No charge No charge	80% after deductible 80% after deductible
<i>Durable Medical Equipment</i>	No charge	80% after deductible
<i>External Prosthetic Appliances</i>	No charge	80% after deductible
<i>Hearing Aids</i>	No charge up to \$500 one every 24 months. <u>Children up to age 12, \$1,000 every 24 months.</u>	
<i>Mental Health (Includes Metabolic Disorders)</i> Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review Outpatient	No charge No charge after \$10 per visit copay	80% after deductible 80% after deductible
<i>Alcohol and Drug Abuse Rehabilitation</i> Inpatient Covered in full subject to Pre-Admission Certification/Continued Stay Review Outpatient	No charge No charge after \$10 per visit copay	80% after deductible 80% after deductible
<i>Temporomandibular Joint Syndrome (TMJ)</i>	No charge	80% after deductible

Benefits	CIGNA <u>Anthem</u> HealthCare Preferred Provider Access Copoly Plan	
	<i>In-Network</i>	<i>Out-of-Network</i>
(Appliances Only – remainder of charges covered under dental)		
Prescription Drugs	PROVIDED BY <u>EXPRESS SCRIPTSCAREMARK</u>	
<u>CIGNA'S Care Line Medical Health Information</u>	24 Hour Health Information and Channeling to network providers Away From Home Care 1-800-251-0669 <u>MyHealth@Anthem.com</u>	
Pre-Admission Certification - Continued Stay Review	Inpatient hospital admissions require Pre-Admission Certification and Continued Stay Review (PAC/CSR) \$400 Penalty for non-compliance. To pre-certify, call 1-800- 251-0669 <u>233-4947</u>	
Case Management - Voluntary Program	Coordinated by Intracorp. This is a service designed to provide assistance to a patient who is at risk of developing medical complications or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life. <u>This is a service designed to provide assistance to a patient who is at risk of developing medical complications or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain balance between quality and cost effective care while a maximizing the patient's quality of life</u> <u>1-800-251-0669 233-4947</u>	

Specific Covered Benefits:

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

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

Benefit Exclusions (by way of example but not limited to):

- < Services not medically necessary, except specifically outlined preventive care
- < Cosmetic Surgery, unless a) a person receives an injury, while insured for these benefits, which results in bodily damage requiring the surgery; or b) it qualifies as reconstructive surgery following medically necessary

surgery; c) it is required to provide or restore a normal bodily function; or d) it is performed on a dependent who is less than 16 years old.

- < Charges which the person is not legally required to pay
- < Charges made by a hospital owned or operated by the U.S. government if the charges are directly related to a sickness or injury connected to military service
- < Experimental or investigational procedures and treatments not approved by the American Medical Association
- < Any injury resulting from, or in the course of, any employment for wage or profit
- < Any sickness covered under any workers compensation or similar law
- < Custodial services not intended primarily to treat a specific injury or sickness, or any education or training
- < Reports, evaluations, examinations or hospitalizations not required for health reasons
- < Reversal of voluntary sterilization procedures
- < Transsexual surgery and related services
- < Surgical treatment for correction of refractive errors, including radial keratotomy
- < Routine foot care
- < Amniocentesis, ultrasound, or any other procedures requested solely for sex determination of a fetus, unless medically necessary to determine the existence of a sex-linked genetic disorder
- < Over the counter disposable or consumable supplies
- < Charges in excess of the Reasonable and Customary allowance
- < Speech therapy if a) used to improve speech skills that have not been fully developed; b) can be considered custodial or educational; or c) intended to maintain speech communication. Speech therapy which is not restorative in nature will not be covered.
- < Eyeglasses or lenses with the exception of the first pair of lenses or glasses following cataract surgery
- < Treatment of teeth/periodontal under the medical plan except for emergency dental work to stabilize teeth due to injury to sound natural teeth and for oral surgical procedures performed in a hospital that are dental in nature.

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

Benefits are insured ~~and/or administered by Connecticut General Life Insurance Company~~ Anthem Blue Cross Blue Shield of Connecticut.

APPENDIX VI

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

ANTHEM BLUECARE POS

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

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

<u>MENTAL HEALTH/ SUBSTANCE ABUSE CARE</u> <u>No Prior Authorization Required</u> <u>**Send all claims to for MENTAL HEALTH/SUBSTANCE ABUSE CARE ONLY:</u> <u>Anthem Behavioral Health, PO BOX 22899, Denver, CO 80222-0899**</u>			
<u>ANTHEM BEHAVIORAL HEALTH CUSTOMER SERVICE LINE – 1-800-934-0331</u> <u>Members may access participating mental health/substance abuse provider groups either by referral from their PCP, emergency room, Employee Assistance Program, self-referral, or the Plan. Higher cost-shares apply when using non-participating mental health/substance abuse providers.</u>			
<u>Mental health and Substance abuse- inpatient</u>		<u>No Charge</u>	<u>20%</u>
<u>Mental health outpatient/office visits</u>		<u>\$15 Per Visit</u>	<u>20%</u>

How To Use Your Plan

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

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

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

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

Description of Benefits, continued

Schedule of Benefits:

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

Medical Claims Address:

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

Customer Service Phone Number:

1-800-233-4947

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

Revised 09/10/2003

APPENDIX VII

Town of Greenwich & Local 1042 I.A.F.F.

Prescription Drugs Coverage

Provided by Express Scripts

This is a summary of benefits for your Preferred Provider Organization Copay plan

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

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

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

APPENDIX VIII

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

SUMMARY OF DENTAL BENEFITS

Effective Date	First day of the first month following date of employment
Eligibility	Active regular full time employee
Dental Benefits	
Calendar Year deductible	
Per person.....	\$ 50
Per family unit	\$ 150
The deductible applies to these Classes of Service	
Class B Services – Basic	
Class C Services – Major	
Class D Services – Orthodontia	
Dental Percentage Payable	
Class A Services – Preventative	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	\$1,000
For Class D – Orthodontia	
Lifetime maximum per person	\$2,500
(Age 8 to Age 19)	
Pre-existing	none

APPENDIX IX

MAY 14, 2004 OVERTIME AGREEMENT

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

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

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

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

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

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

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

7) Secondary Lists:

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

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

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

9) All overtime accepted or declined shall be clearly marked by the dispatcher 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 a overtime shall be assessed the hours involved.

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

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

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

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

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

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

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

15) If you are scheduled for overtime and upon arrival from home you find that you are not needed for overtime due to management error, you shall receive four (4) hours pay at one and one half (1 ½) times your hourly rate and you will not be assessed the hours. If you were already at work when this situation arises you may be required to work the four (4) hours to receive pay or you may leave without pay. If you wish to stay and receive the four (4) hours pay, you must

notify the Duty Officer for an assignment. All assignments will be made in a similar position for which you were hired.

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

17) Scheduling for overtime for the watch room:

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

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

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

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

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

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

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

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

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

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

such work at the single hourly rate provided for the higher classification. Hourly rate shall be understood to mean the entry level rate for that higher position for that fiscal year.

Signed and agreed this 14th day of May, 2004

For the Union

For the Town

_____/s/_____
Jerry Romaniello
Secretary, Local 1042

_____/s/_____
Mike Puterbaugh
Deputy Chief, Town of Greenwich

APPENDIX X

TO: Alfred C. Cava, Director of Human Resources

FROM: John Novak, President Local 1042 I.A.F.F.

DATE: June 25, 2003

SUBJECT: Fire Lieutenant, Training Assignment

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

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

The Fire Lieutenant assigned to the training division shall work days, Monday through Friday, on a very flexible schedule provided the total hours worked is not less than forty-two (42). The Fire Lieutenant assigned to the training division will not be used to fill line Lieutenant vacancies that occur Monday through Friday on the day shift. However, ~~he~~ 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

MEMORANDUM OF UNDERSTANDING

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

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

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

On Behalf of the Union, IAFF
Local 1042

On Behalf of the Town of
Greenwich

_____/s

_____/s

Dated 9/22/88