

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF GREENWICH

AND

THE SILVER SHIELD ASSOCIATION, INC.

July 1, ~~2017~~2021 - June 30, ~~2021~~2024

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

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

ARTICLE I
RECOGNITION

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

ARTICLE II
NOTICE

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

ARTICLE III
WAGES

A. The annual wages of employees of the bargaining unit shall be payable at the appropriate rate per year as set forth in Appendix I to this agreement. All wage payments shall be made through direct deposit with electronic pay advice. Employees shall provide the information necessary to the Town to implement direct deposit of wage payments and electronic pay advice.

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

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

B. PAYROLL DEDUCTION

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

The Town shall deduct from the wages of the employees represented by the Association and remit to the Association, regular Association dues for those employees who sign authorizations permitting such action. It shall be a condition of employment that each employee covered by this agreement shall provide the Town with an authorization to make said deductions. The Association shall hold the Town harmless from the implementation of this paragraph.

ARTICLE IV
COLLECTIVE BARGAINING

- A. All collective bargaining with respect to hours of work, wages, grievance procedure, and other conditions of employment shall be conducted by authorized representatives of the Association and authorized representatives of the Town.
- B. Three members of the Association negotiating committee shall be granted leave from duty with full pay for all reasonably necessary meetings with the Town for the purpose of negotiation of the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty, as long as the time off does not interfere unreasonably with Town business, in which case the meeting shall be promptly rescheduled.
- C. The members of the Association grievance committee shall also be granted leave from duty with full pay for all reasonably necessary meetings concerning the processing of grievances, when such meetings are held at a time when such members are scheduled to be on duty, as long as the time off does not interfere unreasonably with Town business.
- D. Duly designated delegates and duly designated officers of the Association shall be granted leave from duty with full pay for Association business, provided that the total combined leave time for all individuals shall not exceed thirty-five (35) calendar days for this purpose in a fiscal year, and as long as the time off does not interfere unreasonably with Town business.
- E. In all cases in which leave from duty is involved such leave shall be taken in accordance with Article IV only at such times as are necessary to complete the business specified under this Article.

- F. For purposes of this leave from duty with pay under Article IV there shall be no more than five (5) members or alternates on each such committee.

ARTICLE V
HOURS AND ~~WORK WEEK~~ WORKWEEK

- A. The normal workweek is 35.37 hours a week.
- B. The Town shall retain the right to schedule days off and tours of duty; except no employee shall be transferred from one regular squad assignment to another squad assignment without at least five (5) day notice prior to the date of transfer, except i) during an emergency as defined in Paragraph C of this Article and ii) for purposes of the employee attending their annual physical or a single day training event. An employee who is scheduled for their annual physical and is scheduled to work the ~~first~~midnight shift immediately preceding the scheduled annual physical shall be excused from work for that scheduled ~~first~~midnight shift. The penalty for non-compliance shall be payment of overtime, as required by Article VI, ~~(E)~~ of this agreement, to the employee assigned without the notice required hereunder. Such overtime shall be paid solely for that number of days by which the notice is shorter than the five (5)-day notice required by this Section. Whenever possible, the seniority of the employee shall be considered in making the transfer.
- C. For purposes of this Agreement, emergencies shall include only those bona fide local emergencies such as civil disorders, panics, hurricanes, tornadoes, floods, and threat to life and limb of the citizens of the Town, which are declared by the First Selectman of the Town of Greenwich, the Governor of the State, or the President of the United States and which require unusual and immediate police services. Unusual and extreme weather conditions, except as expressly set forth in this Article, shall not constitute an emergency.
- D. An employee who is called and reports to work on a day shift that begins one (1) hour before or one and one-half hours after the employee's regularly scheduled day shift shall be paid one (1) additional hour of pay, at straight time, if notification to the employee is made less than eight (8) hours prior to the start of the scheduled day shift. An employee who is scheduled to work the midnight or evening shift and has their reporting time changed by one or more hours shall be paid one (1) additional hour of pay, at straight time, if notification to the employee is made less than four (4) hours prior to the start of the scheduled midnight or evening shift. An employee who receives the required eight (8) or four (4) hour notice is not entitled to receive the additional hour of pay.
- E. EXTRA DUTY ASSIGNMENTS

The assignment, scheduling and payroll processing of all extra duty assignments (assignments paid by a third party) shall conform to the following procedures:

1. Current long term coordinators will remain in place until such time that they separate from employment, voluntarily relinquish the position, or are removed by the Chief of Police for just cause. New long term coordinators will be assigned in accordance with ~~Uniform~~Unified Policy Manual (UPM) ~~Number~~ 3005. The Department shall notify the Association sixty (60) days in advance of any modifications, deletions or additions to UPM 3005 and shall negotiate any modifications, deletions or additions to UPM 3005 with the Association should such modifications, deletions or additions constitute a “term and condition of employment.” All long-term coordinators shall be subject to this ~~policy~~Article and UPM 3005.
2. All future coordinators will be members of the bargaining unit.
3. Coordinators will be required to submit to the Commander of the Professional Standards Division or their designee a monthly report on a form mutually agreed to between the Department and the Association that will be due on or before the 15th of every month. The report will contain the following information for the previous month:
 - ~~a.~~ a. By date, every employee that was hired and the hours that were worked;
 - ~~b.~~ b. By employee, the total number of hours that every employee worked that prior month;
 - ~~c.~~ c. If a Special Police Officer is hired, a list of the employees who were offered and/or declined the job prior to the Special Police Officer being hired.
4. Coordinators will also be required to maintain a current list of those employees who have expressed an interest in working that particular job. This list will be submitted to the Commander of the Professional Standards Division or their designee on a semiannual basis on or before the first day of July and January. This list will be available at all other times upon request by a member of the Command Staff.
5. All extra duty work will be paid through the Town Payroll Department and ~~will be~~ incorporated into the employee’s regular paycheck and designated as extra duty work.
6. The hourly rate charged for extra duty including any administrative fee will be established by the Town and the Association and codified in UPM 3005.
7. Coordinators’ monthly reports will be reviewed by the Professional Standards Division Commander or their designee to ensure the fair and equitable opportunity of work hours as well as any signs of unethical conduct or violations contrary to the good order and discipline of the Department. Substantiated repeated violations of these standards, which may also include the failure to submit complete and accurate monthly reports in a timely manner, shall establish just cause for the removal of the coordinator

at the discretion of the Chief of Police. ~~Effective with the date of this policy being put into effect there will be a ninety (90) day grace period during which~~

~~the department will provide training as to the new standards and officer requirements of this policy~~

ARTICLE VI
OVERTIME

A. All employees shall be paid at the rate of one and one-half (~~1-1/2~~1.5) times their regular straight time hourly rate for overtime as defined in this Article ~~VI~~.

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

1. Hours worked beyond forty (40) hours during a forty (40) hour workweek schedule, and hours worked beyond thirty-two (32) hours in a thirty-two (32) hour workweek schedule.
2. All time worked during what would normally be off-duty hours, as directed by the Officer in charge (including the situation where an employee is called to work prior to their normal tour of duty) and in this event the employee shall be entitled to a minimum of four (4) hours pay at the overtime rate unless the time in question immediately follows a normal tour of duty, in which event there shall be no ~~maximum~~minimum overtime guaranteed.

C. Any employee required to be in court in connection with criminal, traffic or civil proceedings connected with official duties as a police officer on a day on which they would otherwise be off duty shall receive an additional full day's pay at straight time regardless of the number of hours they are required to spend in court. When an employee is working a regular tour of duty and is required to be present at any of the aforementioned proceedings that go beyond the employee's normal work schedule, such additional time spent at such proceedings shall be calculated as overtime.

- D. Overtime shall not include required attendance at disciplinary hearings in which the employee is the subject of the hearing, physical exams, voluntary service on or attendance at panels or forums, or educational classes which are not a designated part of

the training program established by the Town pursuant to the provisions of Article V of this Agreement.

- E. An employee required to work on a day other than regularly scheduled shall be compensated for such work at one and one-half (~~1-1/2~~1.5) times their regular straight time hourly rate unless that employee received five (5) days prior notice of such change of schedule, except in an emergency as defined in Paragraph C of Article V of this Agreement.

- F. Overtime work shall be offered to employees on the regular force before engaging special police officers, except under such circumstances as make it impractical to offer the work to an employee of the regular force, but nothing contained in this Article shall otherwise restrict the use of special police officers.

- G. Regular straight time hourly rates shall be computed by dividing the daily rate provided ~~for~~ herein by eight (8) hours. Regular straight time daily rates for purposes of computing overtime, holiday pay, and court days shall be computed by dividing the annual salary provided for herein by two hundred (200).

- H. No overtime shall be worked except with the specific authorization of the employee's superior officer and may be required in the event of an emergency as defined in Paragraph C of Article V of this Agreement.

- I. All overtime compensation ~~for overtime~~ shall be paid not later than the next pay period from the date overtime was worked.

- J. All work performed by employees in addition to their regular duty tours and for the Town or any of its agencies while performing police duties shall be considered overtime unless the Association waives that designation in a particular instance for cause.

- K. 1. Employees assigned to the Detective Division and Marine Section shall receive as standby pay the amount of ten dollars (\$10). Said standby pay shall be paid only to those employees assigned to the Detective Division and Marine Section who are assigned a schedule requiring them to work the ~~third evening~~ shift in those units. ~~An~~ To be eligible to receive standby pay, the employee ~~assigned~~ must be reachable by the ~~Chief of the~~

~~Department~~department and available to report for duty for four (4) consecutive hours following the end of their tour of duty.

2. Employees assigned as the Communication/Computer Technician, Traffic Technician, or Traffic Sergeant shall be required to be on stand-by on each workday and shall receive the ten-dollar (\$10) standby payment for each workday on standby. To be eligible to receive standby pay, the employee must be reachable by the department and available to report for duty for four (4) consecutive hours following the end of their tour of duty.

3. ~~Standby pay shall be paid annually in two equal installments in a manner consistent with the payment of medical certification allowances as specified in Article XXI of this agreement.~~ Standby pay shall be paid based on a two-hundred and thirty-two (232) shift work year and shall be paid in two (2) equal payments to be paid in the first payroll in June and the first payroll in December.

a. ~~Employees~~ Employees eligible for standby pay assigned to a two-shift rotating schedule will receive standby pay for one-hundred and sixteen (116) shifts annually, totaling one-thousand, one-hundred and sixty dollars (\$1,160) per year, payable in two (2) semi-annual installments of five-hundred and eighty dollars (\$580) each.

b. ~~Employees assigned as~~ Communication/Computer Technicians, Traffic Technician, or Traffic Sergeant who receive standby pay for each shift worked shall be paid two-thousand, three-hundred and twenty dollars (\$2,320) per year, payable in two (2) bi-annual installments of one-thousand, one-hundred and sixty dollars (\$1,160) each.

4.

When anyan employee is transferred to or from a position and schedule eligible for standby pay, payment in their next bi-annual installment shall be prorated on a percentage basis to reflect the period of their assignment to a position and schedule eligible for standby pay.

L. COMPENSATORY TIME

1. The Town may grant to an employee compensatory time in lieu of cash overtime as permitted by the Fair Labor Standards Act Title 29 United States Code, Chapter 8, and Section 207(o). The Chief of Police~~Chief~~ shall have the option to offer compensatory time in lieu of cash overtime to an employee for working overtime as

overtime is defined in paragraph B in this Article. The employee may refuse the offer of compensatory time and receive cash payment for the overtime worked as otherwise provided for in this Article. Compensatory time shall be credited to the employee in the same manner as cash overtime (on a time and one-half basis).

2. An employee may ~~make a~~ request to be excused from duty charged against accrued compensatory time in the same manner as requests are made for annual vacation and single vacation days; however, the two-day vacation limit that applies for single vacation day requests shall not apply. The approval of requests to be excused from duty charged against accrued compensatory time is subject to the manpower and operational requirements of the Department.
 3. An employee may accrue a maximum of three hundred eighty (380) hours of compensatory time. The Chief of ~~the Department~~Police may direct an employee who has accrued greater than three hundred forty (340) compensatory hours to be excused from duty charged against accrued compensatory time for all or a portion of the hours accrued above the three hundred forty (340) hours. The employee shall be provided with a minimum of ten (10) days written notice that they are being excused from duty.
 4. The Chief of ~~the Department~~Police may place an employee who has filed an application for retirement on paid leave charged against compensatory time to reduce or exhaust the employee's accrued compensatory time. However, an employee who has accrued one hundred fifty (150) or more hours in compensatory time and is considering retirement shall provide the Chief ~~of the Department~~ with sixty (60) calendar day notice of their date of retirement. An employee shall be paid for all accrued compensatory time upon separation from employment with the Town and in the event of death to the employee's estate. Payment of compensatory time is non-pensionable. In the event the Chief places the employee on paid compensatory leave, the employee shall continue to receive any shift differential currently being received at the commencement of such paid leave for the duration of such paid leave.
 5. An employee who has in excess of the three hundred eighty (380) hours as of October 25, 2004, is grandfathered and not subject to the terms of paragraph 3.
- M. 1. The practice of permitting employees to exchange tours of duty (i.e., body for body) shall continue, subject to the rules and procedures regulating such exchanges. In no event shall such exchange in duty result in the employee earning or being paid for overtime for working the other employee's tour of duty. The Association shall indemnify and hold the Town harmless against any and all claims, including attorneys' fees and court costs that may be made by employees under state or federal statutes for overtime payment resulting from the exchange of tours of duty.

2. The practice of ~~self substitutions shall be conditioned as follows: i) employees serving in their probationary period shall not be eligible~~permitting employees to self-substitute; ii) ~~an employee may not self-substitute out of a shift if that employee's absence would result in overtime~~ shall continue subject to replace the employee; iii) ~~an employee switching from a scheduled weekend shift (3 PM Friday to 8 AM Monday) may switch to a non-weekend shift up to fifteen (15) occasions during the year and above fifteen (15) switches from a weekend shift to a non-weekend shift shall require the approval of a Command Staff Officer; and iv) a supervisor may not switch into a shift that has four or more supervisors from the same section assigned to that shift~~rules and procedures regulating such exchanges.

N. ACADEMY TRAINING

~~N.~~ 1. A police officer recruit who is assigned to an in-residence training academy during their eighteen (18) month probationary period shall, in lieu of the terms of Article V of ~~the collective bargaining agreement~~this Agreement, have a regular workweek of Monday through Friday. The workday shall consist of the number of hours required to attend training mandated by the training academy.

Notwithstanding the terms of Article VI of ~~the collective bargaining agreement~~this Agreement, a police officer recruit shall not be eligible for overtime for attending training Monday through Friday including evening training. For scheduled training

on Saturday and Sunday a police officer recruit shall earn compensatory time at the time and one-half rate for each hour of training.

2. A police officer recruit while assigned to a commuter academy during their eighteen (18) month probationary period shall, in lieu of the terms of Article V of the collective bargaining agreement, have a regular workweek of Monday through Friday. The workday shall consist of the number of hours required to attend training mandated by the training academy beginning from ~~the time~~ when the police officer recruit goes on duty until such time the police officer recruit is relieved from duty. Notwithstanding the terms of Article VI of the collective bargaining agreement, in instances during the regular workweek Monday through Friday when a police officer recruit is called back to the academy after initially being relieved from duty, that recruit shall earn compensatory time at the time and one half (1.5) rate for each hour of required training. For scheduled training on Saturday and Sunday a police officer recruit shall earn compensatory time at the time and one-half rate for each hour of required training. The four (4) hour minimum of Article VI (B) (2) shall apply to all callbacks relating to commuter academy.
- O. An employee who elects to take earned time off with pay to work overtime or a side-job shall first charge the time off to compensatory time if such time is available to the officer and if there is no compensatory time available to personal or vacation leave. The requirement to use compensatory time first shall not apply to an employee who elects to take a full week off with pay to work overtime or a side-job.

ARTICLE VII HOLIDAYS

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

ARTICLE VIII WORKING OUT OF CLASSIFICATION

- A. Whenever an employee is required to work in an acting capacity in a higher salaried classification than their regular classification as designated by the Chief of Police or their representative (e.g., Acting Sergeant, Lieutenant, Probationary Detective), such employee shall receive the difference between their regular pay and the next higher pay step in the scale for the next higher classification above their own. For the purpose of this provision no employee shall be deemed to be working in an acting capacity when the employee shall have worked less than four (4) hours in the acting capacity except that a Sergeant who is directed to work as the shift commander shall receive out of class pay for work in that acting capacity in one hour increments. The employee shall be paid pro rata for each four (4) hours or more in the acting capacity. No employee shall receive more pay than that of the next higher rank. An assignment to acting Master Police Officer (MPO) shall be the most senior employee working that shift who possesses the MPO or alternate MPO qualifications absent specific direction from the shift commander of the affected shift.
- B. An employee shall not be eligible to receive the higher wage payments provided in paragraph A of this Article when an employee in a non-supervisory classification is assigned for training purposes, as a Detective or Court Technician (trained employee) for a period not to exceed ninety (90) calendar days and all of the following conditions are present: (i) the employee has no prior experience in the higher salaried classification; (ii) the assignment is not to be used to otherwise avoid the department’s decision to hire on overtime; (iii) the assignment is not to be considered by the Department in meeting its daily staffing requirements; and, (iv) the assignment shall not be used to avoid filling vacant budgeted positions. If said employee is assigned as a court technician, either during or after the training period, they shall receive out of class pay for the entire tour. An employee who is regularly assigned to the position of Detective or Court Technician shall have preference for overtime in such assignment over a “trained employee.”

ARTICLE IX
SICK LEAVE

- A. An employee shall earn sick leave at the rate of one (1) day per month for each year of continuous service through completion of the ninth (9th) year of service and one and one half (~~1-1/2~~1.5) per month for each year of service commencing with the beginning of the tenth (10th) year of service. Sick leave may be accumulated to a maximum of one hundred eighty (180) days.
- B. At the time of retirement or death under the provisions of this agreement, an employee or employee’s heir or estate, shall be paid at the rate of their last position for accumulated sick leave according to the following schedule:

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

An employee hired on or before July 1, 1996 shall continue to receive fifty percent (50%) of their accumulated sick leave, provided that in no event ~~that~~ the employee be paid for more than ninety (90) sick leave days.

- C. Sick leave shall not be considered as a privilege an employee may use at his discretion, but shall be allowed only in case of (i) the employee's personal illness or physical incapacity resulting from non-occupational causes beyond his control, or (ii) the illness of a member of the employee's immediate family (defined as spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, parent-in-law or any relation domiciled with an employee as a member of his family who is listed as a dependent for income tax purposes) that requires the employee's personal care and attention.
- D. Accumulated sick leave will remain to the credit of an employee for a period of three (3) years after leaving the service of the Town, and will be reinstated if ~~he returns~~they return to service within that period of time.
- E. ~~In the event that~~If an employee is entitled to sick leave pursuant to this Article, but does not have earned sick leave available, the employee may borrow from ~~his~~their accrued, unused vacation leave as of the time sick leave was taken. The vacation leave so used may subsequently be repaid by subsequent sick leave earned at the applicable rate.
- F. An employee taking sick leave shall inform their immediate superior, and failure to do so within a reasonable time will be cause for denial of sick leave with pay for the period of absence.
- G. Each new employee shall be given an advance credit of twenty (20) days accumulated sick leave which can be used in the same manner as regularly accumulated sick leave and which shall be repaid as soon as possible out of regularly earned sick leave. Should an employee use any or all of his advance credit of twenty (20) days and then leave employment of the Town without having repaid the days used, the Town shall recover the value of the days from the employee. No payment under ~~Section paragraph~~ (B) of this Article shall be made for the advance credit of twenty (20) days.
- H. H. No sick leave will be granted if it is possible for the employee to carry out light duty assignments ~~that are~~ assigned by the Chief of Police.

- I. I. An employee ~~who is~~ on the active payroll for the entire calendar quarter shall be eligible to participate in a sick incentive program. An employee who reports and completes all scheduled shifts during the calendar quarter shall be credited with one vacation day on the first day of the next calendar quarter. For purposes of this incentive program an employee who does not report and complete a scheduled shift due to approved vacation, personal or compensatory leave, approved funeral leave, military service, injury leave relating to an on the job injury, and paid administrative leave (excluding any paid administrative leave that occurred in connection with an investigation of an employee which results in a sustained violation of a Departmental regulation) shall be deemed to have reported and completed such shift. An employee who is eligible to participate in the sick incentive program and who reports and completes all scheduled shifts during the fiscal year may elect to substitute the vacation day earned in the last quarter of the fiscal year (April – June) with a personal leave day.

ARTICLE X
INJURY LEAVE and SUPPLEMENTAL PAY

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

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

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

- B. In the event that an employee is injured in the performance of their duty as a Police Officer and is capable of performing a light duty assignment as determined by the employee's physician, such light duty assignment shall be within the Department, should the work be available as determined by the Chief of Police. If no work is available within the Department, the Department of Human Resources shall find suitable work within Town Government.
- C. The Town may assign an employee on injury leave to duties other than their regular duties during the period of any injury leave.

- D. A complete report of each accident shall be made to the employee's immediate supervisor as soon as practical after it occurs.
- E. The Town without further negotiations may implement a managed medical care plan network for employees' work related medical treatments. In the event the Town changes its workers' compensation administrator/carrier, any new medical care plan network shall be substantially equivalent to the prior medical care plan network.
- F. In the event that an Employee is out of work as a result of a non-work-related illness or injury, and the Employee is capable of performing a light duty assignment as determined by the Employee's physician, such light duty assignment shall be within the Department, should the work be available as determined by the Chief of Police. If no light duty work is available within the Department, the Department of Human Resources may find suitable work within Town Government. Such light duty assignment(s) shall not exceed eighteen (18) months; provided, however, that if the Employee's treating physician certifies to the Town that it is likely the employee will be able to return to work within an additional six-month period, then the light duty assignment(s) shall be extended to the date of the Employee's return, but not more than six (6) additional months.

ARTICLE XI
PERSONAL LEAVE

Each employee shall have the right to request and obtain in each fiscal year: i) one (1) day of paid personal leave; ii) convert one vacation day to one day of paid personal leave; and/or iii) earn one day of paid personal leave pursuant to the terms of the sick incentive program as set forth in Article IX (I). Requests shall be made in the prescribed manner and shall be granted upon request; except in the event of a bona fide emergency.

ARTICLE XII
HEALTH APPOINTMENTS

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

ARTICLE XIII
VACATIONS

- A. The Town shall grant vacation leave with pay to all full time employees after employment for at least six (6) months. No vacation leave shall be granted during the first six (6) months of service but upon completion thereof, vacation leave shall be allowed for the time served during such period. If an employee leaves the service of the Town, the employee or the employee's estate shall be compensated at the employee's

regular rate for any portion of unused vacation leave to the employee's credit at the time of separation, and for this purpose only credit for unused vacation leave shall be computed on a monthly basis.

- B. Annual vacations with pay shall be as follows:

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

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

Commencement of the second (2nd) year of continuous service to completion of fourth (4th) year of continuous service - ten (10) working days;

Commencement of the fifth (5th) year of continuous service to completion of ninth (9th) year of continuous service - fifteen (15) working days;

Commencement of tenth (10th) year of continuous service to completion of nineteenth (19th) year of continuous service - twenty (20) working days;

Commencement of twentieth (20th) year of continuous service to completion of such year of continuous service - twenty-one (21) working days;

Commencement of twenty-first (21st) year of continuous service to completion of such year of continuous service - twenty-two (22) working days;

Commencement of twenty-second (22nd) year of continuous service to completion of such year of continuous service - twenty-three (23) working days;

Commencement of twenty-third (23rd) year of continuous service to completion of such year of continuous service - twenty-four (24) working days;

Commencement of twenty-fourth (24th) year of continuous service and thereafter twenty-five (25) working days.

- C. The Chief of ~~the Police Department~~ shall schedule the vacation period in accordance with the requirements of the department. In case of a conflict as to scheduling, seniority shall govern the right of preference.
- D. If as the result of an emergency the Chief of Police cannot permit an employee to take annual vacation leave during a particular year, or if an employee agrees to waive annual vacation leave during a particular year at the request of the Chief, the Chief shall permit such employee to take part or all of the earned vacation leave during the following year without regard to any limitations regarding carry-over of vacation days, vacation days to be taken at a consecutive interval, or total vacation days to be taken during any year. Any such permission shall be in writing and given to the ~~Personnel Officer~~ Town's Human Resources Department and the employee at the same time the determination to request the work is made.
- E. E. An employee shall also be entitled to carry unused vacation leave from one year to the next, but in no event may an employee carry forward more than twenty-five (25) working days of unused vacation leave. An employee shall not be entitled to take more than thirty (30) working days of vacation leave at a consecutive interval or more than thirty (30) days during any year. Vacation leave not used during any current year and not entitled to be carried forward to the next year shall be lost only at the end of the current year, and anticipated loss under this provision shall not entitle an employee to any special consideration in the scheduling of vacation leave. Subject to the requirements of reasonable scheduling to meet the needs of the department and the Town, an employee shall be entitled to take any portion of vacation leave in non-consecutive segments of one (1) day, provided the employee requests the segment in writing not less than five (5) days and not more than thirty (30) days prior to the date of the segment. The current practice waiving the five (5) day notice requirement shall continue during the term of this Agreement. Provided however, an employee shall be entitled to carry forward any unused vacation leave up to an additional one (1) year's vacation leave to which the employee is entitled which was not taken due to extended illness or injury, with the approval of the Chief of Police.
- F. F. An employee may, with thirty (30) calendar ~~day~~ days' written advance notice to the Department, convert one (1) vacation day to a paid personal leave day annually.
- G. An employee who participates in the Article XV Pensions, paragraph L, Tier II Retirement Plan or Tier III Defined Contribution Retirement Plan shall in the year of retirement or separation from employment be paid for any unused vacation earned and unused as of the date of retirement or separation from employment. Any past practice to the contrary shall not apply to such employee.

ARTICLE XIV

INSURANCE

- A. 1. Each full-time employee and his/her eligible dependents shall have the annual option to enroll in the Connecticut State Partnership Plan 2.0 (SPP) for medical (but not dental or vision benefits) or to waive medical insurance. The plan benefits shall be as set forth in the SPP effective on July 1, 2017, including any subsequent amendments or modifications made to the SPP by the State and its state employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.
2. The premium or premium equivalent rates shall be set by the SPP. Based on such rates, the Town shall establish a blended rate to provide the same rate to active and retirees. The method used to determine the blended rate shall be “Method 2” as mutually agreed by the Town and the Association and as permitted by the SPP.
3. ~~The~~Effective July 1, 2022, the percentage share of such premium cost shall be ~~ninety-eight~~ninety-eight percent (~~90~~88%) for the Town and ~~ten~~twelve percent (~~10~~12%) for the employee. The employee’s annual premium cost share shall be deducted in prorated equal amounts from each biweekly paycheck on a pre-tax basis (premium conversion option).

Effective July 1, 2023, the percentage share of such premium cost shall be eighty-five and seven-tenths percent (85.7%) for the Town and fourteen and three-tenths percent (14.3%) for the employee. The employee’s annual premium cost share shall be deducted in prorated equal amounts from each biweekly paycheck on a pre-tax basis (premium conversion option).

~~(4)~~ The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP will be subject to the HEP terms and provisions.

~~(5)~~ Participation in the SPP and the HEP ~~are~~is conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions. In the event SPP administrators impose a premium or benefit penalty on insureds who fail to participate in the HEP, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Town. Any such additional premium cost increase imposed upon the employee as a result of any failure to participate in HEP shall be implemented through payroll deduction, and the annual deductible shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall ~~be applicable~~apply to employees participating in the SSP.

~~(6)~~7. In the event any of the following occur, the Town or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c as to the sole issues of health insurance, including plan design and plan funding, premium cost share, and/or introduction of replacement medical insurance in whole or in part.

- i) A material change in plan design (for example conversion in the benefit plan from a co-pay plan to a high deductible plan, or elimination of the SPP HEP program) or premium rate calculation for the health benefits plan procured under Conn. Gen. Stat. Section 5-259 (a) and (m) are modified as a result of a change in the State's collective bargaining agreement or state statute;
- ii) Public Act No. 15-93 or successor legislation is amended as to rate calculation, imposition of additional fees or administrative charges on participating non-state public employers or a change in the method used to calculate premium rates, or any other substantive amendments;
- iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that has direct impact on the cost incurred by the Town on providing medical insurance pursuant to this Agreement. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.
- iv) If during the month of September, the Town, based on the claims experience of the bargaining unit participants for the prior plan year of the SPP (July through June), determines that premiums or premium equivalents for the HDHP insurance plan (including the Town's HSA contributions) that was in effect June 30, 2017, would be lower than the current SPP premiums.

~~(7)~~8. In the event the Town and/or the Association at any time during the contract term or in negotiations over a successor collective bargaining agreement make a proposal to leave the SPP, the baseline for such negotiations shall be the medical benefits as set forth in Article XIV section B of the collective bargaining agreement ending June 30, 2017.

- B. A term life policy with a basic life benefit equal to one and one-half (1.5) times base salary rounded to the nearest thousand with an accidental death or dismemberment rider in an amount equal to the basic life benefit, which policy shall continue on the life of the employee for five (5) years after retirement or for five (5) years after separation from employment for a Tier III employee with a minimum of twenty (20) years of sworn service with the Town. The employee may buy from the Town's insurer an additional term life

benefit in an amount equal to the employee's basic life benefit at the actual prevailing rate charged the Town.

- C. The Town reserves the right to change the method of administering and insuring its ~~benefit~~benefits plan and to unilaterally select the insurance agent and/or insurance carrier(s) for such plan administration. However, prior to actual implementation, any such change in the method of insuring, or in the insurance carrier, or in the agent performing plan administration services, shall first be communicated to the Association, which shall have the opportunity to review the proposed benefit plan and to raise questions regarding pre-existing conditions or other valid concerns. At least fifteen (15) business days shall be allowed for comments and/or questions. There shall be no break in service or coverage. Prior to distribution to employees, any plan document(s) shall be submitted to the Association for review. Once a change is implemented, in the event that a disagreement between the parties arises over such change as it relates to differences

over the level of benefits, the issue(s) may be submitted to a mutually agreed upon arbitrator(s), the cost of which shall be shared equally by the parties. If the parties cannot agree on an arbitrator, selection shall be made by having each party select an arbitrator and having said arbitrators select a neutral.

- D. An employee who retires or separates from Town service and meets one or more of the following conditions shall be allowed to continue to be enrolled in the Town's group medical and prescription drug plans.

1. An employee, who after July 1, 1999, retires with twenty (20) or more years of credited service in the retirement system (Tier I or Tier II Employee); or an employee enrolled in the Tier III Defined Contribution Retirement Plan (Tier III Employee) who separates from Town employment with twenty (20) or more years of service as a sworn police officer with the Town; and enrolls in the Town's group medical and prescription drug plans, shall pay twenty-five percent (25%) of the premium or premium equivalent for the medical and prescription drug plan for which enrolled.

2. A Tier I or Tier II Employee, who is awarded an accidental disability retirement allowance by the Retirement Board; or a Tier III Employee who is receiving the disability benefits as set forth in Article XV(N)(8), and enrolls in the Town's group medical and prescription drug plans, shall have paid by the Town the following percentages for the medical and prescription drug plan for which enrolled:

- (i) eighteen and three quarter percent (18.75%) for a Tier I or Tier II Employee with less than five (5) years of credited service in the retirement system or a Tier III employee with less than (5) years of service as a sworn police officer with the Town;

- (ii) thirty-seven and one-half percent (37.5%) for a Tier I or Tier II Employee with five (5) years but less than ten (10) years of credited service in the retirement system or a Tier III employee with five (5) years but less than ten (10) years of service as a sworn police officer with the Town;
 - (iii) fifty-six and one-quarter percent (56.25%) for a Tier I or Tier II Employee with ten (10) years but less than fifteen (15) years of credited service in the retirement system or a Tier III employee with ten (10) years but less than fifteen (15) years of service as a sworn police officer with the Town; and,
 - (iv) seventy-five percent (75%) for a Tier I or Tier II Employee with a minimum of fifteen (15) years of credited service in the retirement system or a Tier III employee with a minimum of fifteen (15) years of service as a sworn police officer with the Town.
3. An employee, on or after the execution of this agreement, who is awarded an accidental disability retirement allowance by the Retirement Board; or a Tier III Employee who is receiving the disability benefits as set forth in Article XV(N)(8), , and a determination is rendered by the Workers' Compensation Commissioner to an accepted claim filed by the employee that employee is permanently and totally disabled from performing any gainful work, the Town shall pay one hundred percent (100%) of the premium or premium equivalent cost of the coverage for which the employee enrolls during retirement for the period that the employee remains permanently and totally disabled from performing any gainful work.
 4. Upon becoming eligible for Medicare, the retiree's Medicare Part A and Part B coverage shall be primary, pursuant to federal regulations, and the Town's plan shall be supplemental. This does not extend coverage to claims not eligible for Medicare reimbursements.
 5. For any period of time that the retiree is eligible for health insurance coverage under some other group health insurance plan (e.g. as a dependent under a spouse's plan or under another employer's plan as an employee or dependent), the retiree shall not be eligible to be enrolled in the Town's medical and prescription drug plans. If a retiree, who is eligible for and/or has such alternative health insurance coverage with another employer or as a dependent on a spouse's health insurance plan, loses such coverage due to the retiree's or spouse's termination of employment or discontinuation of such coverage by the employer, then the retiree shall be re-eligible to enroll in the Town's group medical and prescription drug plans. A retiree with alternative health insurance coverage upon becoming eligible for Medicare shall become re-eligible to enroll in the Town's medical and prescription drug plans.

6. A Tier I or Tier II Employee, who at the time of retirement, or a Tier III Employee with a minimum of with twenty (20) or more years of service as a sworn police officer with the Town; elects to discontinue with the Town's health insurance and has no alternative health insurance, shall be re-eligible to enroll in the Town medical and prescription drug plans upon future election on a one-time basis during the Town's annual open enrollment period.
 7. A surviving spouse of an employee who dies in the line of duty shall be eligible to continue to be enrolled in the Town's group medical and prescription drug plans by paying twenty-five percent (25%) of the Town's premium or premium equivalent cost. At the end of the month in which the youngest surviving child reaches age 26, or the spouse remarries, the surviving spouse may continue to be enrolled in the Town's group medical and prescription drug plans by paying one hundred percent (100%) of the Town's premium or premium equivalent.
- E. The Town shall provide for each employee a two hundred thousand dollar (\$200,000) insurance policy for death or dismemberment occurring in the line of duty.
 - F. Present false arrest insurance now covering the employees shall be maintained by the Town.
 - G. Employees who elect medical coverage shall be enrolled in the Town's dental plan. A summary of the plan benefits is annexed hereto as Appendix III. The Town shall pay ninety ~~(90%)~~ percent (90%) of the cost of the premium or premium equivalent of such plan and the employee shall pay the balance of the premium or premium equivalent by payroll deduction on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code (premium conversion option).
 - H. The Town shall make available to employees the Flexible Spending Account for health care and childcare subject to IRS contribution limitations (i.e. for 2018, two thousand six hundred fifty dollars (\$2,650) for health care and five thousand dollars (\$5,000) for child care).

ARTICLE XV
PENSIONS

- A. An eligible employee shall become a member of the Retirement System of the Town of Greenwich (Retirement System) in effect for police employees as established by Article 14 of the Town Charter and as administered by the plan document on file with the Retirement Board except for employees covered under the Police Benefit Fund who shall continue to receive such coverage.

Effective February 26, 2001, the mandatory employee contribution to the Retirement System shall be five percent (5%) of pensionable earnings until the maximum retirement

allowance has been reached. Effective July 7, 2019, the mandatory employee contribution to the Retirement System shall be increased to six percent (6%) of pensionable earnings until the maximum retirement allowance has been reached. Employee contributions shall be paid on a pre-tax basis pursuant to Section 414(h) of the Internal Revenue Code (the "Code").

- B. The retirement allowance of an employee who retires shall be determined by use of final compensation. Final compensation shall mean the annual earnable compensation (including holiday pay, out-of-class pay, shift differential, Emergency Medical Technician (EMT) and Emergency Medical Responder (EMR) pay including the increase in EMR pay attributable to Defib Certification but excluding all other pay of an employee during twenty-six consecutive bi-weekly pay periods of creditable service with the Police Department for which such compensation was the highest.

- C. Each employee with prior active military service in a branch of the United States Armed Forces, except for a dishonorable discharge shall be given credit as creditable service for purposes of determining their retirement allowance as set forth in paragraph E of this Article for each year of military service that the employee makes an additional contribution to the Town. Said additional contribution for each year of military service the employee wishes to buy credit shall be the product of the existing rate of contribution as defined in paragraph A of this Article and the pensionable compensation received by the employee over the twenty-six (26) consecutive bi-weekly payroll periods immediately prior to the application for military ~~buy back~~buyback being submitted to the Retirement Board for approval. In no event may an employee buy credit for more than four years of service. The creditable service purchased pursuant to this paragraph shall not be applied to meet either the ten (10) year vesting requirement or to meet the twenty (20) years minimum service requirement.

- D. Sections 193 and 194 of the Town of Greenwich Retirement System shall provide for the payment of survivors benefits to dependent children of employees in the event there is no surviving spouse at the time of an employee's death.

Section 194 of the Town of Greenwich Retirement System shall be modified to allow a surviving spouse or dependent child of a retiree to receive, in the event of the death of such retiree on or after July 1, 1989, an annual pension of one-half (1/2) of the retiree's actual pension to continue while the retiree's spouse remains unmarried, or until there are no dependent children, whichever is later.

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

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

E. The rate of benefit for calculation of an employee's retirement allowance shall be one-fortieth (1/40) or ~~2.5~~two and one-half percent (2.5%) for each year of creditable service as a sworn police officer, provided however, that: (1) a sworn police officer with twenty six (26) years and eight (8) months of creditable service as a sworn police officer 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.

F. An eligible employee may accrue an additional retirement allowance beyond the maximum retirement allowance set forth in the preceding paragraph. Such additional retirement allowance shall be determined based on years of creditable service, up to a maximum of seven (7), after an employee reaches the maximum retirement allowance. The terms and conditions of such additional retirement allowance are as follows:

1. At least ninety (90) calendar days prior to reaching the maximum retirement allowance, an employee may elect to notify the Town and Retirement Board in writing, on a form approved by the Town, that they will continue to work for an additional period of not less than twelve months after reaching their maximum retirement allowance. Such election must indicate:

(a) The number of full years, after the employee reaches their maximum retirement allowance, that the employee elects (the "period of extended employment"); and

(b) The pension alternative that they elect, pursuant to paragraph (2) or (3) below.

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

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

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

Under the 401(a) Plan, as of the effective date of the employee's election:

- (a) the employee shall contribute, each payroll period, two percent (2%) of their pensionable earnings on a pre-tax basis pursuant to Section 414(h) of the Code; and
- (b) the Town shall contribute, within a reasonable period of time following the conclusion of each payroll period in which the employee is a participant in the 401(a) Plan, eight percent (8%) of the employee's pensionable compensation, as defined in paragraph B above, during the portion of such plan year in which they

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

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

4. An employee who has already reached the maximum retirement allowance as of the effective date of this provision, shall receive the additional accrual under the Retirement System described in paragraph (2) above for full years of credited service, up to a maximum of seven (7), between the date that employee reached the maximum retirement allowance and the effective date of this provision. If such employee receives credit for less than seven (7) years of service pursuant to the preceding sentence, they may elect, within a reasonable period of time following the effective date of this provision, and in accordance with the terms set forth in the preceding paragraphs, to prospectively cease participation in the Retirement System and commence participation in the 401(a) Plan. No employee shall accrue a benefit under either the Retirement System or the 401(a) Plan after that employee has, in the aggregate, accrued a benefit for seven (7) years of creditable service after the date on which they reached their maximum retirement allowance.

- G. Except as provided in paragraph F (3) above, employees shall cease making contributions for retirement benefits after twenty-six (26) years and eight (8) months of membership service as a sworn employee.

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

- H. The minimum requirements for service retirement shall be twenty (20) years of creditable service, regardless of age, with “creditable service” defined as and subject to the following:

- ~~1.~~ 1. An employee appointed to a police bargaining unit position prior to September 1, 2000, shall be eligible for normal retirement upon reaching twenty (20) years of continuous employment with the Town, the last of which service is as a sworn police employee. Such employee’s pension shall be calculated on a blended basis. For years of creditable service as a civilian, the benefit rate shall be that applicable to the classification of “general employees” under Section 179 of the Town of Greenwich Retirement System. For years of creditable service as a sworn employee, the benefit rate shall be that applicable to the classification of “policemen” under Section 179 of the Town of Greenwich Retirement System.
- ~~2.~~ 2. All employees appointed to police bargaining unit positions on or after September 1, 2000, shall be eligible for normal retirement only upon completion of twenty (20) years of service in a sworn police bargaining unit position, in the classification of “policemen” under the Town of Greenwich Retirement System.
- ~~3.~~ 3. An employee who separates from the Department and is vested but has not met the requirements for a service retirement pursuant to this paragraph H shall be eligible to collect a deferred vested retirement allowance at age fifty-five (55). The effective date of retirement shall be the first of the month following the former employee submitting a retirement application and processing by the Retirement Board.

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

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

- I. Effective July 1, 1986, the provisions of Section 195 - Compensation Benefits Offset - as stated in the Greenwich Municipal Code (Charter) - Article 14, shall not ~~be applicable~~ apply to employees retiring under the Accidental Disability provisions of the Retirement System of the Town of Greenwich.
- J. All employees shall be vested after ten (10) years of service. For employees appointed to police bargaining unit positions prior to September 1, 2000, "years of service" shall include all years of continuous employment with the Town. For employees appointed to police bargaining unit positions on or after September 1, 2000, "years of service" shall mean years of service in a sworn police bargaining unit position, in the classification of "policemen" under the Town of Greenwich Retirement System
- K. The Town shall make available to permanent employees the option to participate in the "Savings Plan for Employees of the Town of Greenwich" 401(k) via payroll deduction as long as such plan is approved pursuant to applicable Federal and State law, rules and regulations pertaining thereto.

For employee contributions made during each calendar year, the Town shall match the employee's contribution on a dollar for dollar basis up to a maximum of one thousand eight hundred fifty dollars (\$1,850). The Town's match shall be credited to the employee's account in January of the subsequent year.

- L. L. Tier II Retirement Plan: An individual hired as a police officer on or after July 1, 2011, (Tier II employee) shall be eligible for the retirement benefits of Article 14 of the Town Charter and paragraphs A through K of this Article XV except as provided herein:
 - 1. The final compensation for a Tier II employee as defined in paragraph B of this Article shall not exceed one hundred twelve percent (112%) of base pay as such base pay is set forth in Appendix I of this Agreement.
 - 2. The rate of benefit for calculation of a Tier II employee's retirement allowance shall be two percent (2%) for each year of creditable service as a sworn police officer and the maximum retirement allowance shall be seventy-five percent (75%) of final compensation. Paragraph E of this Article shall not ~~be applicable~~ apply to Tier II employees.

3. Paragraph F of this Article shall not ~~be applicable~~apply to Tier II employees.
 4. Paragraph G of this Article shall not ~~be applicable~~apply to Tier II employees. A Tier II employee shall cease making contributions for retirement benefits after the employee has sufficient year of creditable service for a maximum retirement allowance (i.e. seventy five percent (75%) of final compensation).
 5. Paragraph H of this Article is amended for Tier II employees to provide for a minimum requirement for service retirement of twenty-five (25) years ~~(25)~~ of creditable service in lieu of twenty years (20) of creditable service and a minimum age of fifty (50).
- M. M. Effective July 1 of each year, retirees age sixty-two (62) and older, who retired prior to July 1 of the previous calendar year, shall be eligible for a cost of living adjustment (COLA) in their retirement allowance. Subject to the conditions set forth below, the COLA shall be one hundred percent (100%) of the annual increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the New York-Northern New Jersey-Long Island, NY_NJ_CT_PA (CPI), not to exceed three percent (3%), measured from May as reported in June of the previous calendar year through April as reported in May of the current calendar year. In no event shall a retiree's annual retirement allowance exceed one hundred fifty percent (150%) of the allowance at which the employee retired. In the event the annual increase in the CPI is less than one percent (1%) no COLA shall be due. This paragraph ~~"M"~~ shall ~~be applicable~~apply to employees who retired on or after July 1, 2017.
- N. N. Tier III - Defined Contribution Retirement Plan: An individual hired as a police officer on or after January 1, 2019, (Tier III Employee) shall not be eligible for the retirement benefits of Article 14 of the Town Charter and paragraphs A through M of this Article XV. Such Tier III Employee shall be enrolled in the Defined Contribution Retirement Plan (DCRP). The DCRP shall be administered as set forth in the DCRP plan document which shall include the following:
1. A Tier III Employee shall be enrolled in the DCRP on the first of the month following the employee's first date on the active payroll as a police officer. Each enrolled employee shall establish a DCRP retirement savings account.
 2. Effective with the first bi-weekly payroll upon enrollment in the DCRP, five percent (5%) of the employee's annual salary shall be deducted on a pre-tax basis from the member's bi-weekly paycheck to be deposited into the employee's retirement savings account and the Town shall deposit into the employee's retirement savings account seven percent (7%) of annual salary. Annual salary shall be as set forth in Appendix I of the collective bargaining agreement.

3. Each employee is one hundred percent (100%) vested in both employee and Town contributions deposited in the employee's retirement savings account. The DCRP is intended to comply with the IRS regulation 31.3121 (b)(7)-2(e)(2) that defines the term “retirement system,” including but not limited to the “reasonable interest rate” requirement in IRS regulation 31.3121 (b)(7)-2(e)(2)(iii)(C) applicable to the crediting of investment earnings to employee accounts in the DCRP.

4. To the extent permitted by applicable law and regulations, each employee shall be permitted to contribute additional amounts (in addition to the mandatory five percent (5%) employee contribution described in paragraph 2 above) to the employee's retirement savings account subject to Internal Revenue Code limitations.
5. The Town shall be responsible for establishing and administering the DCRP and may retain vendors, carriers, firms or agents for this purpose. Without limiting the generality of the foregoing, the Town shall (a) determine investment alternatives that are available under the DCRP, and (b) amend the DCRP, from time-to-time, in order to maintain its qualified status under the Internal Revenue Code. Each employee shall be solely responsible for directing the investment of the employee's retirement savings account.
6. The DCRP shall not provide for a hardship loan provision.
7. Employees shall have online access to their retirement savings accounts balances, allocations and investment options.
8. *The following shall apply prior to ratification of this Agreement:* When, as a result of a service-related injury or illness, ~~ana~~ DCRP eligible employee becomes permanently disabled from performing the full-duties of his or her position, such employee shall be separated from Town employment and entitled to the disability benefits as set forth below. The determination as to whether the employee has sustained a permanent disability entitling the employee to disability benefits shall be made by the insurer of the disability plan. The disability benefits shall be administered as described in the Certificate of Insurance and the schedule of benefits shall include:
 - (a) The disability benefit shall be sixty percent (60%) of the average annual wages as such wages are set forth in Appendix I of the collective bargaining agreement paid over the thirty-six (36)-month period preceding the determination that the employee is permanently disabled as a result of a service-related injury or illness.
 - (b) Prior to any payments made to the employee under this disability plan, the disability benefit shall first be offset by the other income such other income is described in the Certificate of Insurance.

Effective upon ratification: When, as a result of an injury or illness, a DCRP eligible member becomes permanently disabled from performing the full-duties of his or her position, such member shall be separated from Town employment and entitled to the disability benefits as set forth below. The determination as to whether the member has sustained a permanent disability entitling the member to disability benefits shall be

made by the insurer of the disability plan. The disability benefits shall be administered as described in the Certificate of Insurance and the schedule of benefits shall include:

(a) The disability benefit shall be sixty percent (60%) of the average annual wages as such wages are set forth in Appendix I of the collective bargaining agreement to a maximum of six thousand dollars (\$6,000) per month. The benefit duration shall be in accordance with the terms of the disability plan.

(b) Prior to any payments made to the member under this disability plan, the disability benefit shall first be offset by the other income such other income is described in the Certificate of Insurance.

9. Following the commencement of the disability benefits, the former employee shall be entitled to the insurance benefits as provided for in Article XIV of the agreement. Upon commencement of the payment of the disability benefits the Town and/or the insurer may require the former employee to submit to a medical and physical examinations at the expense of the Town and/or insurer to determine the former employee's fitness for full-duty. In no event shall the Town and/or insurer require such an examination more than once during any 36-month period. If, as a result of such examination, it is determined that the former employee is able to perform the full-duties of the position that the former employee held at time of separation from Town employment, the disability benefits shall terminate.

ARTICLE XVI

UNIFORMS, CLOTHING ALLOWANCE, PERSONAL EQUIPMENT

- A. The Town shall provide and distribute adequate uniforms and other clothing necessary to the performance of the job where and when required. The Town shall replace issued uniform items that are damaged in the line of duty or items that are no longer serviceable as determined by the Department.
- B. ~~The~~Effective retroactive to July 1, 2021, the Town shall pay to all employees a uniform and clothing maintenance allowance of one thousand ~~twentytwo~~ hundred eighty dollars (\$~~1,020~~1,280) per fiscal year. The allowance shall be paid in two installments; ~~fivesix~~ hundred ten (~~\$510~~)forty dollars ~~on~~ (\$640) ~~in~~ the first ~~Friday~~regular payroll in December and ~~fivesix~~ hundred ten (~~\$510~~)forty dollars (\$640) ~~dollars in the first Friday~~ in the first regular payroll in June. These payments shall be paid in a separate payroll check from the regular bi-weekly payroll.

Effective July 1, 2023, the Town shall pay to all employees a uniform and clothing maintenance allowance of one thousand three hundred eighty dollars (\$1,380) per fiscal year. The allowance shall be paid in two installments; six hundred ninety dollars (\$690)

in the first regular payroll in December and six hundred ninety dollars (\$690) in the first regular payroll in June. These payments shall be paid in a separate payroll check from the regular bi-weekly payroll.

- C. The Town shall pay a clothing purchase allowance per fiscal year to plain-clothes employees, regardless of rank, nine hundred thirty dollars (\$930) per fiscal year. The allowance shall be paid in two installments of four hundred sixty-five dollars (\$465) ~~on~~in the first ~~Friday~~regular payroll in December and four hundred sixty-five dollars (\$465) ~~on~~in the first ~~Friday~~regular payroll in June. These payments shall be paid in a separate payroll check from the regular bi-weekly payroll. The allowance will be pro-rated according to the number of days worked during the remaining portion of the fiscal year.
- D. A pro-rata portion of any allowance under this Article shall be paid to any employee starting in the midst of a contract year in a position qualifying for an allowance.
- E. An employee may request reimbursement for personal property used in the performance of duty that is substantially damaged or lost while on duty in an amount not to exceed two hundred dollars (\$200). The Town's maximum liability pursuant to this provision as it pertains to the repair or replacement of an employee's watch or cell phone damaged in the performance of their police duties shall not exceed five hundred dollars (\$500). An employee who submits a claim under this section shall submit such reasonable substantiation, as the Town shall require that the damage or loss occurred in the course of employment and not merely claim that damage or loss occurred during the employee's tour of duty.
- F. The Town shall provide an employee with the initial issue of body armor/vest and a replacement when the employee's body armor/vest is no longer serviceable due to damage, wear, or is no longer covered by the manufacturer's warranty. The employee shall be required to present the body armor/vest to be replaced to the department for inspection and the replacement shall be of an equivalent style and rating as the one to be replaced. The Town shall reimburse an employee for the cost of the initial purchase of a department approved body armor/vest carrier (carrier) and for a replacement carrier not more than once every three years from date of purchase except that the Town shall reimburse the employee for the purchase of a replacement carrier to replace a carrier that is no longer serviceable due to damage in the line of duty. In no event shall the reimbursement exceed one hundred fifty dollars (\$150.00). The Town shall meet with Association representatives on a reasonable basis to discuss the style and rating of the Town's replacement body armor/vests and carriers

ARTICLE XVII
FUNERAL LEAVE

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- A. Employees are entitled to up to five (5) consecutive working days funeral leave with pay in the event of death of a member of the "immediate family" as defined in Article IX, Section C of this Agreement and three (3) consecutive working days funeral leave with pay in the event of the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law and at the discretion of the Chief where unusual circumstances and equity dictate, one (1) working day in the event of the death of any other relative not described in this section.

 - B. Funeral leave shall not be deducted from sick leave.

- C. The actual number of working days taken up to the maximum provided shall be based on actual need for funeral leave.

ARTICLE XVIII
EMPLOYEE ACCOUNTS

Each employee shall be given an account of sick and vacation leave on the bi-weekly pay advice. The Town shall provide each employee with on-line access to their retirement and deferred compensation contributions, balances and years of credited service.

ARTICLE XIX
POLICE MANUAL

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

ARTICLE XX
TRAINING

- A. The Town shall continue to provide a training program for all employees. The nature and extent of the program, from time to time, shall be determined by the Town after consultation with representatives of the Association. The program shall still include, at least initially, training in the area of first aid and weapons.
- B. Employees shall be paid at straight time for training, which is conducted during regular duty hours.
- C. Whenever an employee below the pay grade of Sergeant is required by the Town to conduct training of other employees and such employee serves in such capacity for four (4) hours or more in a day, that employee shall receive pay as a Sergeant for the number of hours they so serve. Sergeants shall receive pay as Lieutenants under the same circumstances if they ~~are conducting~~conduct training for officers of higher rank than Sergeant.
- D. Employees shall meet minimum firearms standards determined by the Town with consultation of a representative of the Association. It shall be the employee's responsibility

to attain this proficiency, but it will be the Town's responsibility to provide the facilities. Testing of an employee's proficiency shall be scheduled by the Town.

ARTICLE XXI
EDUCATIONAL INCENTIVE ALLOWANCE

- A. The Town shall pay each qualified employee an educational incentive allowance as follows:
1. Seven (7) semester hour credits shall yield an educational incentive allowance of two hundred fifty dollars (\$250);
 2. Twenty-five (25) semester hour credits shall yield an educational incentive allowance of five hundred dollars (\$500);
 3. Forty-five (45) semester hour credits shall yield an educational incentive allowance of seven hundred dollars (\$700);
 4. An Associate's Degree in criminal justice, sociology, public administration, business administration, management science, computer science, political science or psychology shall yield an educational incentive allowance of nine hundred fifty dollars (\$950);
 5. A Baccalaureate Degree in criminal justice, sociology, public administration, business administration, management science, computer science, political science or psychology shall yield an educational incentive allowance of one thousand two hundred dollars (\$1,200); and
 6. A Master's Degree, in criminal justice, sociology, public administration, business administration, management science, computer science, political science or psychology; or a Juris Doctor (J.D.), shall yield an educational incentive allowance of one thousand four hundred dollars (\$1,400).
 7. Semester hour credits and degrees shall be from a university, college, technical institute, or other institution approved by the New England Association for Colleges and secondary Schools or a similar national accrediting organization.
- B. The Town shall make the payments required by Section A in accordance with the following procedures:
1. Each employee claiming to have earned semester hours shall present to the Director of Human Resources by November 1st a transcript through the preceding July 1st of all credits and degrees not previously validated;

2. The Director of Human Resources shall validate the transcript and determine the total number of earned semester hours standing to the credit of the employee;
 3. The educational incentive allowance due the employee for the particular year shall be paid one-half (½) ~~on~~in the first ~~Friday~~regular payroll in December and one half (½) ~~on~~in the first ~~Friday~~regular payroll in June. These payments shall be paid in a separate payroll check from the regular bi-weekly payroll.
 4. No retroactive payments shall be made under any conditions and all decisions of the Director of Human Resources shall be final and not subject to the grievance procedure; and
 5. No employee shall at any time receive any payments under Article XX for any course taken to earn points, which would count toward the employee's educational incentive allowance.
- C. The Town shall pay the cost of the Emergency Medical Technician (EMT) training or Emergency Medical Responder (EMR) training course for any employee who desires to take the course; provided, however, that the Town shall not be required to make any payment for overtime for time outside of regular duty hours spent on the course. Each employee who is certified as an Emergency Medical Technician shall receive for such certification an educational incentive of three thousand dollars (\$3,000) ~~dollars~~ per fiscal year to be paid in two installments of fifteen hundred dollars (\$1,500) ~~dollars~~ ~~on~~in the first ~~Friday~~regular payroll in June and fifteen hundred dollars (\$1,500) ~~dollars~~ ~~on~~in the first ~~Friday~~regular payroll in December. Such payment shall be paid in a separate payroll check from the regular bi-weekly payroll.
- D. An employee who is certified as an Emergency Medical Responder with Defib Certification shall receive for such certification an allowance of one thousand dollars (\$1,000) paid in two equal five hundred dollar (\$500) payments to be paid ~~on~~in the first ~~Friday~~regular payroll in June and December.
- E. Employees who, prior to this Agreement, were qualified in American Red Cross Emergency Response in lieu of EMR certification may be qualified in American Red Cross Emergency Response with Defib Certification in lieu of EMR with Defib Certification. Such employees will receive the same allowance as those with EMR and Defib Certification.

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

In accordance with the direction of the department, each employee shall obtain the training necessary to qualify in the area of advanced first aid on their own time, and the

Town shall pay for time outside of regular duty hours spent at the direction of the department on training at straight time rates.

Certification shall be a prerequisite to payments under this Section. Failure of an employee to be certified prior to the scheduled December 1st or June 1st payment dates shall result in suspension of the additional educational incentive allowance for the scheduled dates until the employee is certified. No retroactive payment shall be made for the period or periods of suspension of certification and there shall be no proration of payments. An employee hired on or after December 1, 2004, shall be required to possess and maintain a valid Medical Response Technician certification. An employee shall be required to possess a valid EMT certification to be eligible for assignment to the ~~Special Response~~Emergency Services Unit, Marine Section, Accident Car, Range Officer or Canine Unit. Employees so assigned as of the date of this Agreement are not required to meet this condition.

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

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

The Canine Officer(s) shall receive one compensatory day per month at the straight time rate in consideration for time spent in canine training and programs required for certification. In the event the canine is trained in either narcotics or explosive detection,

the compensatory time shall be increased to a rate of one and one half (1½) compensatory days per month. In addition, the canine officer shall receive compensatory time for travel time to and from home to the training location.

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

I. Advancement to Detective First Grade will be made by the Chief of Police after a review and when in agreement with a written recommendation submitted by the Captain of the Detective Division. The written recommendation will include specific examples of the criteria, as determined by the Chief of Police, with an emphasis placed on the types of investigations previously conducted by the Detective. The number of Detective First Grade assignments at any given time will be at the sole discretion of the Chief. In the event a Detective First Grade is absent from a scheduled shift there is no requirement to advance another Detective to First Grade in their absence.

H. ~~+~~An employee who possesses a valid certified diver's certification from a nationally recognized organization and meets such conditions as determined by the Chief and is assigned to the Dive Team as of May 15, shall receive a stipend of two-hundred fifty dollars (\$250) to be paid in the June special payroll check. Such employee who is assigned to the Dive Team as of November 15, shall receive a stipend of two-hundred fifty dollars (\$250) to be paid in the December special payroll check.

ARTICLE XXII SERVICE RATING AND EVALUATION

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

ARTICLE XXIII GRIEVANCE AND ARBITRATION PROCEDURE

A. Should an employee or group of employees feel aggrieved concerning wages, hours, or conditions of employment, which wages, hours, or conditions are controlled by this agreement, or by any statute, charter provision, ordinance, rule, regulation, or policy which is not in conflict with this agreement, or concerning any matter or condition affecting their health or safety, adjustment shall be sought as follows, except that in the case of disciplinary action, the Association may initiate such grievance at Step 2:

1. The Association shall submit such grievance in writing to the Chief of Police setting forth the nature and particulars of the grievance. Within five (5) business days after the Chief receives such grievance, the Chief shall meet with the representative of the Association for the purpose of resolving such grievance. Within five (5) business days after this Step 1 meeting, the Chief shall provide the Association with a written response to the grievance.
2. If such grievance is not resolved to the satisfaction of the Association within five (5) business days of receipt of the Chief's written response, the Association may present such grievance in writing to the First Selectman. Within seven (7) business days after the First Selectman receives such grievance, The First Selectman and/or a designated representative shall meet with the representatives of the Association for the purpose of resolving the grievance. Within seven (7) business days after this Step 2 meeting, the First Selectman or a designee shall provide the Association with a written response to the grievance.
3. If the response at Step 2 is not satisfactory to the grievant(s) and/or the Association, the grievance may be filed by the Association, within ten (10) business days of the Step 2 response, to the Connecticut Board of Mediation and Arbitration or to the American Arbitration Association, copy to the Town. Said Board (or the AAA.) shall hear and act upon such grievance in accordance with its rules and the provisions of this contract. The decision of the arbitrator(s) shall be final and binding on all parties.

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

B. If the written grievance is not filed at Step A.1— within thirty-five (35) calendar days of the time the grievant knew or should have known of the incident giving rise to the grievance, whichever occurs first, the grievance shall be deemed waived and there shall be no right to arbitration. If the Town fails to meet or provide written response in accordance with the time limitations of this Article, the Association may proceed to the next step of the procedure. If the Association fails to meet or present the grievance in accordance with the time limitations of this Article, the grievance shall be deemed waived and there shall be no right to arbitration.

- C. A day in this Article shall not mean Saturdays, Sundays or holidays observed by the Town. The parties at each step of Section A may, by mutual agreement, extend the time limitations of the Step.
- D. Nothing contained herein shall prevent any employee from presenting their own grievance either by themselves or by counsel.
- E. During the pendency of grievance proceedings concerning separation from service or suspension, the employee shall be entitled to keep their insurance as set forth in Article XIV of this agreement in effect by making payments to the Town of the total amount of the insurance premiums for his coverage.

ARTICLE XXIV
BILL OF RIGHTS

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

A. Investigatory Procedures

Whenever an employee is under investigation and subject to interview by the Department for any reason which could lead to disciplinary action, which shall include but not be limited to; written reprimand, forfeiture of accrued time off, suspension, demotion or dismissal, the investigation and interview shall be conducted in accordance with the following:

1. The interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty unless the seriousness of the investigation is of such a degree that an immediate interview is required.
2. The interview shall take place at Police Headquarters or at some other location having a reasonable relationship to the incident being investigated.

3. The employee under investigation shall be informed of the name and rank of the supervisor in charge of the investigation and of all persons present during the interview.
4. The employee shall be informed of the nature of the investigation, in writing and prior to any interview. Sufficient information will be provided for the employee to be reasonably ~~appraised~~apprised of the allegations involved. If the investigation is based on a formal written complaint filed with the Department, the employee shall be provided with a copy of ~~said~~the complaint within a reasonable period of time prior to any interview of the employee.
5. Interviews shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
6. Questions shall be asked one at a time and the employee will not be threatened with transfer, dismissal or disciplinary action. This shall not be construed to prohibit advising the employee that refusal to answer proper questions, as specified in paragraph (A) (7) of this Article, may subject the employee to additional charges and discipline.
7. All employees are obliged to cooperate in an investigation and are required to answer any questions concerning their conduct as it relates to their employment except any questions which violate their constitutional rights.
8. At the request of the employee under investigation, the employee shall be given an opportunity to consult with counsel and/or a representative of the Association prior to any interview. At the request of the employee, ~~said~~ counsel and/or Association ~~Executive Board~~ representative may be present during the interview.
9. All employees shall have the right to review the contents of their files maintained by the Police Department and the Town on reasonable notice. No material of an adverse nature shall be placed in said files without the employee being provided with a copy of such material. Copies of any disciplinary actions shall likewise be copied to the Association.
10. Performance Improvement Notices are not considered discipline; they are part of a corrective action plan designed to improve employee behavior. The behavioral deficiency indicated in the Performance Improvement Notice will be mentioned in the employee's Annual Performance Evaluation. A Performance Improvement Notice is not grievable pursuant to Article XXIII of the collective bargaining agreement. An employee receiving a Performance Improvement Notice who disputes its merits may appeal it to the Chief of Police; the Chief's decision shall be final.

11. Performance Improvement Notices and other non-disciplinary material of an adverse nature, will remain in the employee's Police Department Personnel File for a period of twenty-four (24) months from date of issue after which time it shall be removed from said file and placed in the Department's Historic File for, at minimum, an additional thirty-six (36) months, after which period, upon written request from the employee to the Chief of Police, the Department shall submit an application to the appropriate Connecticut State authority to have the material destroyed pursuant to the laws of the State of Connecticut. The Chief of Police shall notify the employee of the response received from the appropriate Connecticut State authority as to the disposition of the application.
12. Written Reprimands will remain in an employee's Police Department Personnel File for a period of thirty-six (36) months from date of issue after which time it shall be removed from said file and placed in the Department's Historic File for, at minimum, an additional twenty-four (24) months, after which period upon written request from the employee to the Chief of Police, the Department shall submit an application to the appropriate Connecticut State authority to have the material destroyed pursuant to the laws of the State of Connecticut. The Chief of Police shall notify the employee of the response received from the appropriate Connecticut State authority as to the disposition of the application.
13. Material contained in the Department's Historic File, including Performance Improvement Notices, non-disciplinary material and Written Reprimands shall not be used for purposes of progressive discipline or during promotional evaluations.
14. In the event that an employee, or the Association, files a written complaint with the Chief of Police, or other designated authority, the Department shall conduct an appropriate investigation of the complaint and advise the employee, or Association, in writing of the outcome of the investigation. The investigation of such complaints ~~are~~is to be completed as expeditiously as possible and ~~are~~is intended to be completed within thirty (30) days from the receipt of the complaint. In instances when the investigation of the complaint will exceed thirty (30) days, the Chief of Police will notify the employee or Association that the investigation will not be completed within such time frame and provide an expected time frame for the completion of the investigation. The Chief of Police or designee, shall provide the employee or the Association with a written notice of the outcome of the investigation upon its completion.

B. Disciplinary Procedures

The following disciplinary procedures shall be followed when an employee is subject to disciplinary action.

1. The employee who is the subject of disciplinary action shall be given an opportunity to have a Loudermill hearing with the Chief of Police or a designee, prior to any discipline

being imposed. The employee and Association shall be advised, in writing prior to such Loudermill hearing, of the nature of the charges against them and the disciplinary action being recommended. Such notice shall specify the date and time of the meeting which shall provide the employee with at least two (2) weeks to exercise their rights under this Article. Along with the notice, the employee and the Association shall be provided with a copy of the Internal Affairs Investigation Report prepared by the investigating officer.

2. At the Loudermill hearing with the Chief or a designee, the employee will be given the opportunity to rebut the charges against them and the employee may be represented by counsel and/or a representative of the Association.
3. Within seven (7) calendar days of the Loudermill hearing with the Chief or their designee, the employee shall be given written notice of the disciplinary action the Chief intends to impose. The employee may appeal the determination of the Chief by filing a written notice of appeal within seven (7) calendar days to the First Selectman pursuant to Article XXIII, step 2. If said discipline is a suspension without pay of fifteen (15) working days or less, said discipline shall take effect as indicated in the notice from the Chief. If said discipline is in excess of a fifteen (15) working day suspension without pay, and the employee files a written appeal to the First Selectman as provided above, the discipline shall not be imposed until the First Selectman has rendered a determination pursuant to Article XXIII (A) (2).
4. The employee may appeal the determination of the First Selectman pursuant to Article XXIII (A) (3).

ARTICLE XXV CONDITIONS OF EMPLOYMENT

- A. The Town shall provide for each employee a complete physical examination (including a heart stress test) not less often than once in each twenty-four (24) month period.
- B. The dress code for the Detective Division will not be more stringent than that required for the remainder of the force.
- C. In order to investigate and detect use of illegal drugs and the abuse of otherwise legal drugs or alcohol by employees of the Greenwich Police Department, the procedures set forth in Appendix II will remain in effect.
- D. Promotion to the classification of Police Captain shall be made from bargaining unit employees who are candidates certified to the promotional list.

- E. Promotion Examinations: Promotional examinations for the position of Sergeant and Lieutenant shall be administered by the Town as may be required to maintain a current eligibility list for each position. The Town shall post the job announcement for these positions for a two-week period following Labor Day. The announcement shall include a time frame for the written examination which shall be prior to the Thanksgiving Holiday and a time frame for the oral examination which shall be during the month of February. An eligibility list shall be established within thirty (30) calendar days from the completion of the examination process. Promotional eligibility lists shall be for a two-year period.
- F. The Department shall post an announcement for a minimum period of twenty-one days (open period) indicating that a premium pay assignment is to be filled. During the open period, an employee who is interested in being considered for the premium pay position, shall complete and submit a departmental application to the appropriate Command Staff Officer indicated on the posting. The posting shall include the following information: the title of premium pay position to be filled, the dates of the open period during which candidates may apply, and an outline of the process to be followed in evaluating candidates.
- G. Sworn employees shall not be required to supervise civilian property and evidence personnel.
- H. H. Employees shall be required to wear their body armor at all times while working active patrol assignments pursuant to the standards established in the Unified Policy Manual as negotiated with the Association.

ARTICLE XXVI
EFFECTIVE DATE AND LENGTH OF CONTRACT

- A. If the Representative Town Meeting ~~shall approve~~approves the request pertaining to this agreement which is submitted to it pursuant to Section 7-474(b) of the Connecticut General Statutes, then this Agreement shall be effective in all respects on the date of such approval or as otherwise specifically set forth in the Agreement and shall continue until June 30, ~~2021~~2024.
- B. If the Representative Town Meeting ~~shall reject~~rejects the request pertaining to this Agreement which is submitted to it pursuant to Section 7-474(b) of the Connecticut General Statutes, then this Agreement shall not be effective and the parties shall bargain further.
- C. The provisions of this Agreement shall not be retroactive except as specifically provided. If this Agreement is approved after July 1, ~~2017~~2021, each employee who is an employee of the Town or who has retired from the employment of the Town after July 1, ~~2017~~2021, shall receive retroactive pay based on the appropriate rate as set forth in this Agreement for the period after July 1, ~~2017~~2021, which each such employee worked. Each employee

who resigned or was terminated prior to the effective date of this Agreement shall receive no retroactive pay.

- D. Either party shall submit to the other the terms and conditions of a proposed successor agreement on or before ~~October~~March 1, ~~2020~~2024, after which the other party shall have thirty (30) calendar days to submit counterproposals.
- E. During negotiation to develop any successor agreement, each party shall provide the other, upon reasonable request and to the extent available, with any non-privileged information necessary to negotiations. Neither party shall be required to develop any information not in its possession. The requesting party may be charged a reasonable amount for the expense of extracting or reproducing the requested information.

ARTICLE XXVII PROBATION

There shall be a probationary period of eighteen (18) months from the date of hiring for all police officers, except for certified police officers hired on a lateral basis from another ~~Connecticut~~ municipality who shall serve a twelve (12) month probationary period from the date of hire. Any probationary employee may be discharged at any time within the probationary period, and no such discharge shall be grounds for a grievance or other proceedings unless based upon discrimination against the employee. A probationary employee may request that an Association representative be present at a meeting with a supervisory officer at which the probationary employee is ~~being~~ subject to discipline. This right of representation does not alter the at-will status of the probationary employee.

ARTICLE XXVIII PAST PRACTICES CLAUSE

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

ARTICLE XXIX MANAGEMENT RIGHTS

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

ARTICLE XXX

SENIORITY

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

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

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

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

In the case of an unpaid leave of more than thirty (30) calendar days, including but not limited to leave under the Family and Medical Leave Act ([FMLA](#)), seniority shall not accrue but shall be bridged in the case of an approved leave of up to one year, excluding any call to military service for the duration of such service which shall count towards continuous service.

In the event of a staff reduction due to the abolishment of positions within the police department, the employee(s) with the least seniority in the rank of the position(s) to be abolished shall be the first to be laid off in such that rank. The displaced employee may elect to displace the least senior employee in the immediate subordinate rank. An employee whose seniority does not allow for displacement to a subordinate rank shall be laid off. In the event of the abolishment of the rank of police officer, the employee with the least seniority in the rank of police officer shall be the first to be laid off. For purposes of layoff, the rank of Police Officer shall include all premium pay positions

An employee who is laid-off or is displaced in rank shall be placed on a recall list to the position from which laid-off or displaced. The employee shall be removed from the recall list if the employee's certification lapses or refuses an appointment from such list. Individuals on a recall list shall have preference for appointment over individuals on a police officer or promotional eligibility list. An employee on a lay-off list for the rank of police officer shall remain on such list for a two-year period ~~from~~[from](#) the date of layoff unless otherwise removed as provided above. A laid-off employee shall, at their option, be appointed as a Town of Greenwich special police officer so as to maintain their certification.

Dated: Greenwich, Connecticut

SILVER SHIELD ASSOCIATION, INC.

By: _____
~~Lt. John M. Louis Pannone~~Browne, President

By: _____
~~Lt. Martin O'Reilly~~ _____, Vice President

TOWN OF GREENWICH

By: _____ ~~By:~~
~~Peter J. Tesei~~Fred Camillo, First Selectman ~~Alfred C. Cava, Director of~~
~~Labor Relations~~

|
By:

Michael Mason,

APPENDIX I

ANNUAL WAGE RATES

(GWI

~~2.25~~2.0%)

Effective and retroactive to July 1, ~~2017~~2021, the annual wage rates shall be as follows:

Rank/Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$66,004 <u>\$71,09</u>	\$70,147 <u>\$75,</u>	\$74,308 <u>\$80,03</u>	\$78,463 <u>\$84,</u>	\$82,973 <u>\$89,3</u>
	<u>5</u>	<u>557</u>	<u>9</u>	<u>514</u>	<u>72</u>
	\$67,039	\$71,184	\$75,345	\$79,586	
	\$68,075 <u>\$72,21</u>	\$72,229 <u>\$76,</u>	\$76,388 <u>\$81,15</u>	\$80,720 <u>\$85,</u>	
	<u>0</u>	<u>674</u>	<u>6</u>	<u>725</u>	
	\$69,113 <u>\$73,32</u>	\$73,269 <u>\$77,</u>	\$77,423 <u>\$82,27</u>	\$81,843 <u>\$86,</u>	
	<u>6</u>	<u>801</u>	<u>9</u>	<u>946</u>	
	<u>\$74,444</u>	<u>\$78,920</u>	<u>\$83,394</u>	<u>\$88,156</u>	
Marine Officer					
Traffic Enforcement Officer	\$85,495 <u>\$92,09</u>				
	<u>0</u>				
Accident Car Officer					
Dispatcher	\$86,758 <u>\$93,44</u>				
	<u>9</u>				
Technician	\$88,022 <u>\$94,81</u>				
	<u>1</u>				
Detective					
CIO					
SRO					
Master Police Officer					
	\$91,640 <u>\$98,70</u>				
Detective First Grade	<u>7</u>				
Sergeant	\$95,256 <u>\$102,6</u>				
	<u>03</u>				

Lieutenant

~~\$109,385~~\$117,821

~~Effective July 1, 2017, each Police Officer who is not at maximum and is eligible for step advancement based on that employee's service with the Police Department shall be advanced one step on the above wage schedule~~

Effective in the first payroll following ratification of this Agreement, every then-current member shall receive a one-time lump-sum payment of one thousand dollars (\$1,000.00), less applicable withholdings and deductions.

APPENDIX I

ANNUAL WAGE RATES

(GWI

~~1.52~~2.30%)

Effective July 1, ~~2018~~2022, the annual wage rates shall be as follows:

Rank/Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$66,994 <u>\$72,73</u>	\$71,199 <u>\$77,2</u>	\$75,423 <u>\$81,</u>	\$79,639 <u>\$86,4</u>	\$84,217 <u>\$91,</u>
<u>0</u>	<u>95</u>	<u>880</u>	<u>58</u>	<u>428</u>	
	\$68,045	\$72,252	\$76,475	\$80,780	
	\$69,096	\$73,313	\$77,534	\$81,931	
	\$70,150 <u>\$73,87</u>	\$74,368 <u>\$78,4</u>	\$78,584 <u>\$83,</u>	\$83,071 <u>\$87,6</u>	
<u>1</u>	<u>38</u>	<u>023</u>	<u>97</u>		
	<u>\$75,012</u>	<u>\$79,590</u>	<u>\$84,171</u>	<u>\$88,946</u>	
	<u>\$76,156</u>	<u>\$80,735</u>	<u>\$85,312</u>	<u>\$90,184</u>	
Marine Officer					
Traffic Enforcement Officer	\$86,778 <u>\$94,20</u>				
		<u>8</u>			
Accident Car Officer	\$88,059 <u>\$95,59</u>				
Dispatcher		<u>8</u>			
Technician	\$89,342 <u>\$96,99</u>				
		<u>2</u>			
Detective					
CIO					
SRO					
Master Police Officer					
Detective First Grade	\$93,014 <u>\$100,9</u>				
		<u>77</u>			
Sergeant	\$96,685 <u>\$104,9</u>				
		<u>63</u>			
Lieutenant					

|
|
|

\$111,026 \$120,
531

APPENDIX I

ANNUAL WAGE RATES

(GWI

~~Effective July 1, 2018, each Police Officer who is not at maximum and is eligible for step advancement based on that employee's service with the Police Department shall be advanced one step on the above wage schedule.~~

1.952.30%)

Effective July 1, ~~2019~~2023, the annual wage rates shall be as follows:

<u>Rank/Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	\$68,301	\$72,587	\$76,894	\$81,192	\$85,860
	\$69,372	\$73,661	\$77,966	\$82,355	
	\$70,443	\$74,742	\$79,046	\$83,529	
	\$71,517	\$75,819	\$80,116	\$84,690	
Marine Officer					
Traffic Enforcement Officer	\$88,470				
Accident Car Officer					
Dispatcher	\$89,777				
Technician	\$91,084				
Detective					
CIO					
SRO					
Master Police Officer					
Detective First Class	\$94,828				
Sergeant	\$98,570				
Lieutenant	\$113,191				

APPENDIX I

ANNUAL WAGE RATES

(GWI

~~Effective July 1, 2019, each Police Officer who is not at maximum and is eligible for step advancement based on that employee's service with the Police Department shall be advanced one step on the above wage schedule.~~

APPENDIX I

ANNUAL WAGE RATES

(GWI 2.05%)

Effective July 1, 2020, the annual wage rates shall be as follows:

Rank/Title	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$69,701 <u>\$74,403</u>	\$74,075 <u>\$79,073</u>	\$78,470 <u>\$83,473</u>	\$82,857 <u>\$88,447</u>	\$87,620 <u>\$93,531</u>
	\$70,794 <u>\$75,570</u>	\$75,171 <u>\$80,242</u>	\$79,565 <u>\$84,933</u>	\$84,044 <u>\$89,714</u>	
	\$71,888	\$76,275	\$80,666	\$85,241	
	\$72,984 <u>\$76,737</u>	\$77,373 <u>\$81,421</u>	\$81,759 <u>\$86,107</u>	\$86,427 <u>\$90,992</u>	
	<u>\$77,908</u>	<u>\$82,592</u>	<u>\$87,274</u>	<u>\$92,258</u>	

Marine Officer
Traffic Enforcement
Officer

~~\$90,284~~ \$96,375

Accident Car Officer
Dispatcher

~~\$91,617~~ \$97,797

Technician
Detective
CIO
SRO
Master Police Officer

~~\$92,952~~ \$99,223

Detective First Class

~~\$96,772~~ \$103,299

Sergeant

~~\$100,591~~ \$107,377

Lieutenant

~~\$115,511~~ \$123,303

~~Effective July 1, 2020, each Police Officer who is not at maximum and is eligible for step advancement based on that employee's service with the Police Department shall be advanced one step on the above wage schedule~~

APPENDIX I

NOTES

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

~~Shift~~ Effective and retroactive to July 1, 2021, shift differential shall be paid in accordance with the following:

Evening	Midnight	Third Shift	First Shift
Employees below the grade of Sergeant		\$1.80 <u>2.00</u>	\$2.35 <u>2.60</u>
Employees at or above the pay grade of Sergeant		\$2.05 <u>2.25</u>	\$2.85 <u>3.15</u>

Effective July 1, 2023, shift differential shall be paid in accordance with the following:

<u>Evening</u>	<u>Midnight</u>	<u>Third Shift</u>	<u>First Shift</u>
<u>Employees below the grade of Sergeant</u>		<u>\$2.16</u>	<u>\$2.81</u>
<u>Employees at or above the pay grade of Sergeant</u>		<u>\$2.43</u>	<u>\$3.40</u>

3. The Chief of Police ~~Chief~~ shall have the right to assign an employee as detective, technician, marine officer, traffic enforcement officer, accident car officer, master police officer, CIO, SRO, ~~detective first class~~ Detective First Grade, or dispatcher. While so assigned the employee shall be paid at the rate of pay provided in this Appendix I for such assignment. The ~~Police~~ Chief may remove an employee from such assignment in the Chief's sole discretion.

APPENDIX II

SUBSTANCE ABUSE TESTING

SCREENING

The administration of screening tests to detect the presence of drugs or alcohol in employees of the Department will be performed upon reasonable suspicion that an employee 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

An employee 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 they are using illegal drugs, are abusing legal drugs or alcohol, or are 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 employee's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the employee at known drug or drug related locations; an otherwise unexplained change in behavior or work performance; an observed impairment of the ability to perform their duties.

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

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

REFUSAL TO SUBMIT

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

TESTING PROCEDURES

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

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

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

2. Initial drug screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
3. Each employee of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Association. The Association representative may confer with and advise the employee 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 Association representative is unable to be present.
4. During the testing process, the employee 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 employee being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the employee's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the employee 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 employee whose drug or alcohol test results in a positive report may, within ten (10) calendar days of receiving notification of such result, request in writing to the Chief of

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

RESULTS OF DRUG SCREENING TESTS

Employees 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 employee's personnel file.

POSITIVE TEST RESULTS

Any test resulting in a positive report will be referred to the Chief of Police ~~Chief~~ for a complete investigation. Upon completion of such investigation, if it is found that an employee 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 employee against whom such report has been made shall receive a copy of the laboratory test results, and will be immediately suspended from duty without pay, and shall be subject to disciplinary action which may include discharge, except as provided in the section below concerning rehabilitation.

OPPORTUNITY FOR REHABILITATION

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

Any employee who voluntarily admits to the Chief of Police the 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 an employee tests positive for drugs or alcohol, that employee shall have the same opportunity for rehabilitation as does an employee who voluntarily seeks rehabilitation. The opportunity for rehabilitation will only be provided prior to any allegation or impropriety by the public or another employee or prior to initiation of an investigation of the employee's use or sale of a controlled substance by any competent state or federal authority.

The employee 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 employee, to the extent not covered by their health benefits plan.

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

ADMINISTRATIVE PROVISIONS

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

APPENDIX III

SUMMARY OF DENTAL BENEFITS

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

APPENDIX IV

~~Town of Greenwich~~
~~Police Officer Non-Occupational Illness/Injury~~
~~Light Duty Assignment Policy~~
TOWN OF GREENWICH
POLICE OFFICER NON-OCCUPATIONAL ILLNESS/INJURY
LIGHT DUTY ASSIGNMENT POLICY

1) An employee suffering from a non-occupational illness or injury may make a written request to the Chief of ~~the Department~~Police to be assigned to a light duty assignment when the employee’s attending physician certifies that the employee is unable to work full duty for a

minimum period of four (4) consecutive work tours from the date of such request. In furtherance of the request, the employee shall present to the Chief or their designee a written document from their attending physician detailing work activities that the employee is medically able to perform including any restrictions as to work activities and/or hours of work. The attending physician shall certify in writing the date when the employee may commence light duty and that performing such light duty / restricted work will not prolong or otherwise interfere with the employee's rehabilitation back to full duty. Within the scope of the reasonable standard of care, the employee's physician shall also indicate the prognosis as to the employee's possible date for return to full duty or if such cannot be predicted with reasonable medical certainty at that time, the date of said employee's next appointment or treatment.

2) Upon receiving both the employee's request to work a light duty assignment and the attending physician documentation containing all required information, the Chief of Police or a designee, will schedule the employee to work a light duty assignment consistent with the employee's work restrictions. The light duty assignment may require the employee to change work schedules, including starting and quitting times and days of the week. During the period the employee is working in such light duty assignment, the Chief may make reasonable request(s) of the employee to provide updated information from the employee's attending physician as to the elements contained in paragraph 1 above.

3) In the event the employee's work restrictions include working less than a full eight (8) hour shift, the police officer must be able to perform a minimum of four (4) hours of work to be assigned to a light duty assignment and if so assigned shall be charged for four hours of sick leave for each shift so assigned. If the Chief of Police or a designee reasonably determines that no light duty assignment(s) is available in the Police Department, the Department of Human Resources shall find suitable work within the Town Government or another Town Department for the employee and said employee shall be paid at the wage rate pursuant to the Collective Bargaining Agreement between the Town and the Association.

APPENDIX V

TO: James Bonney, President Silver Shield Association

FROM: Alfred C. Cava, Director of Labor Relations

DATE: October 8, 2008

SUBJECT: Paid Leave Transfer Procedure

The Town and the Silver Shield Association agree to implement a Paid Leave Transfer Procedure. The purpose of the Paid Leave Transfer Procedure is to assist an employee who is unable to report to work due to a personal or family medical emergency and the employee has insufficient paid

leave to cover the period of absence. Participation in this program is voluntary and transfer of leave to assist an employee is irrevocable.

Since the transfer of leave is strictly voluntary there is no guarantee that a requesting employee will receive paid leave from other employees. There is no obligation on the part of the Department to solicit leave transfers from employees on behalf of any employee. The Department's role in this procedure is solely ministerial in nature in implementing transfer requests properly submitted.

____//signature on file//_____
Alfred C. Cava, Director of Labor Relations

Agreed: Silver Shield Association, Inc.

____//signature on file//_____
Sgt. James Bonney, President

November 5, 2008
Date

____//signature on file//_____
Lt. Mark Kordick, Vice-President

November 5, 2008
Date

APPENDIX VI

Defined Benefit Retirement Negotiations

The Town of Greenwich and the Association have agreed, with the exception noted below, that the retirement benefits provided in Article XV of the collective bargaining agreement, and Article 14 of the Town Charter, shall not be subject to renegotiation as it pertains to employees represented by the bargaining unit as of December 31, 2018. The exception, to the agreement not to renegotiate such retirement benefits, shall be that the mandatory employee contribution to the Retirement System (Article XV A) which shall be subject to future renegotiations. This agreement on the renegotiation of retirement benefits shall survive the expiration of this and all future collective bargaining agreements.

For the Town of Greenwich

Peter J. Tesei, First Selectman

Date

Alfred C. Cava, Director of Labor Relations

Date

For the Silver Shield Association

Lt. Louis Pannone, President

Date

Lt. Martin O'Reilly, Vice President

Date

Document comparison by Workshare Compare on Wednesday, May 18, 2022
1:17:28 PM

Input:	
Document 1 ID	iManage://SGDMS/SG/11109549/1
Description	#11109549v1<SG> - Greenwich Police Contract 2017-2021
Document 2 ID	iManage://SGDMS/SG/11115216/2
Description	#11115216v2<SG> - Greenwich Police Contract 2021-2024 - including union redline
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	
Statistics:	
	Count
Insertions	346
Deletions	317
Moved from	1

Moved to	1
Style changes	0
Format changes	0
Total changes	665

Town proposal to modify CBA, Article VI (Overtime), Section M.

M. Exchanging Tours of Duty and Self-Substitution

1. The practice of permitting employees to exchange tours of duty (i.e. one officer working a shift for another officer) shall continue, subject to the rules and procedures regulating such exchanges. In no event shall such exchange in duty result in the employee earning or being paid for overtime for working their own tour of duty or for working another employee's tour of duty resulting from two employee's performing a mutual substitution. The Association shall indemnify and hold the Town harmless against any and all claims, including attorneys' fees and court costs that may be made by employees under state or federal statutes for overtime payment resulting from the exchange of tours of duty.

2. The practice of self-substitutions will be allowed subject to the provisions established in separate memorandum of agreement between the Town and Silver Shield Association and subject to the Department's Unified Policy Manual.

Town of Greenwich and Silver Shield Association

Memorandum of Agreement

The practice of self-substitutions may be permitted and shall be conditioned as follows:

- 1. Employees serving in their probationary period shall not be eligible to self-substitute.*
- 2. No self-substitution may result in overtime for a shift, except for the circumstance in #3 below.*
- 3. One patrol officer and one patrol supervisor assigned to a specific Patrol shift, shall be entitled to a single vacation, self-substitution or compensatory day off. Any additional single vacation, self-substitution or compensatory days off for that specific shift may be granted upon request as long as they do not result in overtime for that shift.*
- 4. Self-substitutions must be requested not more than twenty-nine (29) days in advance of the first requested shift.*
- 5. The shift switched out of, and the shift switched into must be entered at the same time, and both events must be within thirty (30) days from when the request was submitted. Supervisory review and potential approval(s) must be done at the same time for both events.*
- 6. Approvals for Patrol officer personnel who self-substitute into a shift may be granted provided the shift is currently below the maximum allocation for that shift as set forth below:
 - a. All day tours – minimum allocation plus six (6);*
 - b. Monday through Thursday evening tours – minimum allocation plus five (5);*
 - c. Midnight tours – minimum allocation plus four (4);*
 - d. Friday, Saturday, and Sunday evening tours – minimum allocation plus seven (7).**
- 7. Approvals for patrol supervisors who self-substitute into patrol shift may be granted provided the shift is currently below the maximum allocation of minimum allocation plus four (4).*
- 8. The past practice with respect to adjustments to minimum allocations for Patrol Division shall remain in effect. Staffing allocations for other Divisions will be at the discretion of the respective Division Commander.*
- 9. Self-substitutions must be approved by a supervisor at least one rank higher than the requestor. Sergeants acting as patrol shift commander may approve self-substitutions for patrol sergeants if the first element of the switch is to occur within the next forty-eight (48) hours.*
- 10. Cancellations/changes to self-substitutions are permitted provided that the cancellation/change does not cause overtime. If one part of the self-substitution has already been completed, then any change to the remaining portion may be approved, but it shall be completed within thirty (30) days of the original submission date and adhere all rules in this MOU.*
- 11. An employee self-substituting from a scheduled weekend shift (1500 hours Friday through 0800 hours Monday) may switch into a non-weekend shift up to fifteen (15) occasions during a calendar year. A Command Staff Officer may at their discretion waive this limit. An employee self-substituting into a weekend shift shall receive credit under this section.*
- 12. The ToG and SSA agree to meet and discuss the status of this MOU at least on an annual basis.*

