

COLLECTIVE BARGAINING AGREEMENT

By and Between

TOWN OF RIDGEFIELD

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION
Ridgefield Municipal Employees
Local 424 - Unit 82

July 1, 2021 through June 30, 2025

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PREAMBLE

This Agreement, entered into by the Town of Ridgefield (hereinafter referred to as the "Town") and UPSEU (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Town and the Union and the establishment of an equitable and peaceful procedure for the negotiation of wages, hours and other conditions of employment.

ARTICLE I – RECOGNITION

Section 1.01. The Town agrees to recognize the Union as the sole and exclusive representative and bargaining agent, as certified by SBLR Decision No. 2541 and the voluntary recognition of the Town to UPSEU on February 3, 2015, for the employees herein defined for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

For the purpose of this Agreement, the term "Employees" shall mean all part time and full-time clerical, dispatchers, technical and janitorial employees, excluding supervisors, professional employees, seasonal employees, confidential employees, temporary employees, department administrators, and employees covered by any other collective bargaining agreement, and those positions not recognized in the appendices.

ARTICLE II -MANAGEMENT RIGHTS

Section 2.01. Except as otherwise limited by an express provision of this Agreement, the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management and all of the rights, powers, and authority which the Town had prior to the effective date of this Agreement. Such rights include, but are not limited to, the right to determine staffing levels and composition; to appoint, promote, demote, layoff, transfer, assign and direct personnel; to determine job content and job classification; to establish new positions and/or changes in the content of existing positions; to suspend, discharge or otherwise discipline employees; to prescribe rules and regulations to maintain the discipline of employees and the efficiency of the department; to determine the extent to which work or employment shall be increased or reduced; to plan, direct and control departmental operations and hours; and to determine and/or change methods, processes, equipment and facilities.

ARTICLE III -UNION SECURITY

Section 3.01. The Town agrees to deduct from the wages of each employee who has voluntarily and individually signed a payroll deduction authorization card, for membership a sum certified by an officer of the Union which represents Union dues. Deductions shall be made from each payroll period and shall be remitted as soon as possible after the payroll period, along with the names of the employees, to the designated officer of the Union.

Section 3.02. In consideration of the Town entering into the provisions of this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liability or costs, including attorney's fees, to the Town which arise out of entering into or enforcement of this Article.

Section 3.03. The Town shall notify the Union of any address change submitted by an UPSEU employee.

Section 3.04. The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) days the following information as it relates to new hires: (1) first & last name; (2) work location/department; (3) pay rate (4) work phone number; (5) work email address; and (6) home address.

Section 3.05. The Union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

ARTICLE IV - NO STRIKE/NO LOCKOUT

Section 4.01. The Union agrees that it and/or its members, individually or collectively, during the term of this Agreement, will not cause nor take part in any strike, sit-down, slow-down, or curtailment or restriction of work. The Town agrees not to lock out its employees.

ARTICLE V -DEFINITIONS

Section 5.01. A full-time employee is one who works an average of 35 hours or more per week on a regular and continuing basis.

Section 5.02. A part-time employee is one who works an average of less than 35 hours per week on a regular and continuing basis.

Section 5.03. A temporary or seasonal employee is one who is hired for a specific length of time, not to exceed 120 calendar days pursuant to the Municipal Employees Relations Act (MERA). Temporary or seasonal employees shall not be used to eliminate bargaining unit positions. In the event the Town is actively seeking applicants for bargaining unit positions or a temporary employee is used to replace a bargaining unit employee on authorized leave, the aforementioned six-month limitation shall not apply. On-call employees are employees used to fill in vacancies in an on-call basis, only when needed.

ARTICLE VI - PROBATIONARY PERIOD

Section 6.01. New employees or employees who are scheduled to be laid off and bump under the provisions of Section 7.05 on a five- day workweek schedule shall serve a probationary period of one-hundred twenty (120) working days from the date of hire. Probationary employees shall be entitled to all the benefits of this Agreement unless enumerated otherwise; and shall not have the right to appeal discipline or discharge through the grievance procedure. The probationary period should equate to six (6) months of employment for all other new employees or employees who are scheduled to be laid off and bump under provisions of Section 7.05 who work on a schedule other than five (5) days per week.

Section 6.02. An employee who accepts a job in another classification will have the first ten (10) workdays of his/her probationary period as outlined for new employees in Section 6.01 above, to elect to return to his/her prior position. If an employee elects to resign prior to the end of the probationary period, he/she will be put on a conditional resignation list for twelve (12) months. If qualified, he/she will be offered any position of equal or lower classification that becomes available during that twelve months, retaining all prior benefit and seniority status, and subject to the provisions of Section 6.01.

ARTICLE VII –SENIORITY

Section 7.01. Definition of Seniority.

"Seniority" shall include "town seniority" (continuous service as an employee of the Town), "department seniority" (continuous service within a department), and "classification seniority" (continuous service in a job classification).

For the purposes of this Agreement, seniority shall be credited as follows:

Seniority shall be given based on weeks per year worked; full credit of one year shall be given for fifty-two (52) weeks of service.

Section 7.02. Seniority shall accrue during time spent on the following approved leaves:

- (a) Approved sick or injury leave (job related and non-job related) of six (6) months or less.
- (b) Military leave.
- (c) Jury duty leave.
- (d) Family Medical Leave Act (FMLA).

Section 7.03. Seniority shall not accrue but shall be bridged in the cases of:

- (a) Approved sick or injury leave (job related and non-job related) exceeding six (6) months.
- (b) Approved leaves of absence without pay.
- (c) Layoffs that do not exceed the period of recall rights as defined in Section 7.05.

Section 7.04. Seniority shall be terminated by:

- (a) Resignation. (An employee shall give at least two (2) weeks' notice before leaving the employ of the Town, unless otherwise mutually agreed upon.)
- (b) Retirement.
- (c) Discharge.
- (d) Failure to return from a leave of absence or layoff.
- (e) Layoffs exceeding the period of recall rights as defined in Section 7.05.
- (f) Other termination from employment.

Section 7.05. Layoff and Recall.

(a) Layoff. In the event of a reduction in force or the elimination of a bargaining unit position which requires a layoff, temporary, seasonal and probationary employees in the positions affected shall be laid off first. Thereafter, part time employees holding the positions affected shall be laid off first and then full-time employees by classification seniority with the least senior employee in the position being laid off first. Employees to be laid off shall receive at least two weeks' notice.

An employee scheduled for layoff shall have one opportunity to bump another employee in the bargaining unit provided all of the following criteria are met:

- (1) the employee scheduled for layoff has more Town seniority than the bumped employee;
- (2) the bumped employee works the same work year, i.e., full-time or part-time, as the employee scheduled for layoff;
- (3) the bumped employee is the least senior (by department seniority) in the group of bargaining unit employees working the same work year;
- (4) the bumped employee is in a classification equal to or lower than the classification of the employee scheduled for layoff;

(5) the employee scheduled for layoff is able to perform the work of the position held by the bumped employee.

If all of the foregoing criteria are not met, the employee scheduled for layoff shall be laid off. If all of the foregoing criteria are met, the bumped employee shall be laid off.

If the employee scheduled for layoff bumps another bargaining unit employee and is unable to perform the newly acquired position within the probationary period as outlined in Section 6.01, they will be laid off and not be eligible to bump again.

(b) Recall. Laid-off employees shall have recall rights for thirty-six (36) months or for the length of town seniority whichever is less. During the recall period, laid-off employees shall be recalled in reverse order of layoff by town seniority to vacant positions which are equivalent to or lower than the classification last held, provided they are then qualified to do the work. Employees recalled to or placed in positions other than their former position shall retain recall rights to their former position for the recall period. Failure to respond within five (5) days of receipt of notice of recall (to be sent via US Certified Mail by the Town) or failure to accept reinstatement to the former position shall result in removal of the laid-off employee from the recall list.

ARTICLE VIII -GRIEVANCE PROCEDURE

Section 8.01. Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible.

Section 8.02. Definitions.

(a) A "grievance" is any difference, dispute or disagreement arising out of the terms of this Agreement.

(b) A "grievant" is the aggrieved employee, employees, or union.

(c) "Days" shall mean working days.

Section 8.03. Procedure.

INFORMAL STEP

The employee and/or her Union representative may orally present the grievance to and discuss it with the employee's supervisor.

STEP #1.

Any grievance must be brought in writing within twenty (20) days after the employee or the Union knew or should have known of the event giving rise to the grievance or else the grievance is

waived. The Human Resources Director or his/her designee will discuss the grievance with the employee and, if the latter requests, with the employee's Union representative within ten (10) days after receipt of the grievance. The Human Resources Director or his/her designee shall submit her decision in writing to the aggrieved employee and the Union within five (5) days of the meeting.

STEP #2.

If the employee or the Union is not satisfied with the decision rendered by the Human Resources Director, the employee or the Union shall submit the grievance in writing within ten (10) days after receiving such decision, to the First Selectman or his/her designee who shall render a decision within ten (10) days after receipt.

STEP #3.

If the Union is not satisfied with the decision rendered by the First Selectman, it may, within ten (10) days after receipt of that decision, submit the grievance to the Connecticut State Board of Mediation and Arbitration except, in cases of discharge of non-probationary employees, to the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding on both parties. The Arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement. The costs of arbitration shall be borne equally by the parties.

Section 8.04. Time limits applicable to the grievance procedure may be waived or extended by mutual agreement of the Town and the Union.

Section 8.05. Recording of Minutes or Testimony. Either party shall have the right to employ a public stenographer at any step in this procedure.

Section 8.06. One representative of the Union plus one grievant, and if mutually agreed between the Town and Union additional witnesses, shall be granted leave from duty with full pay for all meetings between the Town and the Union through arbitration for the purpose of processing grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.

Section 8.07. Failure of the employee or the Union to appeal a grievance decision at any level within the required time period shall constitute acceptance of the decision at that level. Failure of the Town to render a decision within the stated timeframe, at any level, constitutes a denial entitling the grievant to proceed to the next step.

ARTICLE IX -NON-DISCRIMINATION & NON-HARRASSMENT

Section 9.01. The Town shall not harass or discriminate against any employee or group of employees because of sex, race, age, color, religious belief, national origin, physical disability, or marital status.

Section 9.02. The Town and its representatives, the Union and its representatives, and all employees shall treat each other with dignity and respect.

Section 9.03. Grievances brought under this Article are limited to the first two steps of the grievance procedure and shall not be subject to arbitration.

ARTICLE X -DISCIPLINARY ACTION

Section 10.01. The Town retains the right to discharge or otherwise discipline employees. Employees who have completed their probationary period shall not be discharged or otherwise disciplined except for just cause. The Town shall follow progressive discipline, however they retain its right to administer suspension, termination, and other forms of discipline based on the severity of the offense. Said discipline shall be subject to the Grievance Procedure as outlined in the collective bargaining agreement.

Less severe offenses will result in disciplinary action that will normally include a verbal warning for the first offense, written warning for the second offense, suspension for the third offense and discharge for the fourth offense. Nothing prevents the Town or manager from addressing a performance issue informally.

Section 10.02. The Union Representative and Unit President will be given a copy of all written warnings or notices of suspension or discharge.

ARTICLE XI -HOURS OF WORK AND OVERTIME

Section 11.01. All full-time employees shall work thirty-five (35) hours per week, seven (7) hours per day, plus no less than one-half hour unpaid lunch. Part-time employees work less than thirty-five (35) hours as scheduled. Secretary/Records Administrator, and the Building Maintainer shall work forty (40) hours per week, eight (8) hours per day, plus no less than one-half (1/2) hour unpaid lunch. Dispatchers will work the schedule as outlined later in the agreement.

Section 11.02. Hours worked in excess of regularly scheduled hours to forty (40) hours in a week shall be paid at the straight time rate. All hours worked in excess of forty (40) hours-per week shall be paid at the rate of time and one-half the straight time rate. All leave except sick leave shall be counted as time worked in the computation of overtime.

Section 11.03. In lieu of overtime pay, an employee may request compensatory time off which, if granted, shall be given at the appropriate overtime rate. Compensatory time shall be taken within the pay period in which it is earned with the approval of the employee's supervisor, except that an employee may accumulate up to thirty-five (35) hours of compensatory time. Accumulated compensatory time must be taken within three (3) months of the pay period in which it was earned.

Section 11.04. The parties agree to continue the present work week and the present policy of flexible working hours to accommodate the needs of the Town, its employees, and the general public.

Section 11.05. Bargaining unit employees shall be given the first opportunity to perform overtime work in the same capacity as their current function, should an overtime opportunity be made available.

Section 11.06. Dispatcher Work Period. The New Dispatcher Scheduled below shall begin when the dispatchers are moved to a single location and shall consist of seven (7) days per week and twenty-four (24) hour per day coverage. Shifts are delineated below:

7 am to 7pm and 7 pm to 7 am Sunday through Saturday – 7 days per week

Full Time employees assigned to shifts will follow the Pitman rotating schedule which will have 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, 3 days off rotating cycle with the start of the month varying depending on what schedule assigned. One week will be 36 hours and the next week will be 48 hours of work scheduled. This schedule will have some employees with every other Fri/Sat/Sun off, while the others with every other Sat/Sun/Mon off.

Lead Dispatchers will be assigned to the day shift from 7 am to 7pm. Lead dispatchers will not work the same days unless covering an overtime or vacant shift as filled by the overtime and order-in policies.

All shifts include any lunch/dinner periods (when appropriate) and break periods when workflow permits, as all dispatchers will be expected to respond during these break periods.

Dispatchers will not be permitted to sleep during their work hours and consecutive work hours will be limited to eighteen (18) hours.

Section 11.07. Dispatcher Schedule. The schedule will be posted at least 1 month in advance for shift coverage. There may be available shifts on the monthly schedule open to PT dispatchers. This shift will be offered to the active part time dispatchers when the schedule is created, approximately a month prior. PT employees shall be offered these shifts and then available shifts will be offered to the Full-time employees based on a rotation overtime list as outlines in Section 11.09. If no one voluntarily fills a vacation shift, then the order-in list will take effect, as outlined in Section 11.09d.

Section 11.08. Dispatcher Mutual Exchange of Work Days. Each employee shall be granted leave with pay for any day or days on which he is able to secure another employee to work in his place provided:

- a. Such substitution does not impose any additional cost to the Town;
- b. The Chief or his designee are notified at least forty-eight (48) hours in advance;
- c. Employees are limited to eight (8) substitutions within a month
- d. Substitutions for less than half (1/2) days are not permitted, except that substitutions of 2 hours or less may be approved by the Chief or his designee.

- e. Full time employees must pay back their mutual exchange of workdays within the same pay period.
- f. Emergency swaps may be approved in emergency situations.

Swaps may be approved by the lead dispatcher, who will later notify the Chief or his designee of the swap.

Any substitution which does not comply with the above conditions shall not be permitted.

Section 11.09. Dispatcher Overtime and Order-in Policy.

- (a) There shall be two lists maintained by the Department, an overtime list and an order-in list. The Dispatcher voluntary overtime list shall be a rotating list. All full-time dispatching personnel, starting with the most senior employee to most junior. If the person at the top does not accept the overtime, they will be moved to the bottom of the overtime list. An employee already on scheduled vacation or personal time for that day will not be moved to the bottom of the list for not accepting the overtime assignment. Fulltime employees cannot take the overtime shift if it will require them to work more than 18 hours in a single day. After each open shift assignment is completed, the names on the list shall rotate to reflect current activity. When a new employee is hired his/her name will be placed at the bottom of the rotating list. Part time dispatchers will have the ability for voluntary overtime after full-time dispatchers have been provided an opportunity and it will be on a rotating basis.
- (b) Open shifts will be Everbridged by a lead dispatcher or his/her designee and will be filled by approximately 1800 hours. Any open shift that needs to be filled within a 24- hour period shall be done as soon as possible.
- (c) All dispatchers may respond to the open by answering "yes" or "no" to the job or "no, move me" in which their name will then go to the bottom of the rotating open shift list.
- (d) Should the open shift not be filled in the above time frame, the full time Dispatcher at the top of the Order-in overtime list shall be ordered in for that particular shift. If the order-in would require the employee to work more than eighteen hours in a single day, the shift must be split with another full-time dispatcher. The order-in overtime time list has the most junior person at the top of the list, and the most senior at the bottom. Employees on scheduled vacation, personal time, or would go over eighteen consecutive hours in a 24-hour period, may reject the order-in but will remain at the top of the list for the next overtime assignment.
- (e) If a shift is available due to a sudden illness or call-out, the on-duty dispatching personnel who has the fewest number of order-ins will be required to stay for ½ of the shift not covered (six hours), and the dispatcher who is due in for the next shift would be required to come in six (6) hours early to split the abandoned shift. If the dispatcher who would be required to stay or come in early has a pre-approved vacation or personal day, the dispatcher order-in list would apply and the second dispatcher on-duty would stay until the replacement is found.

Section 11.10. Dispatcher Shift Limits. Under no circumstance, shall an Dispatcher work more than eighteen (18) hours without an eight (8) hour break between shifts.

Section 11.11. Dispatcher Training Reimbursement. Any dispatcher who is required to train another dispatcher shall receive three (3) hours of additional pay at his/her hourly rate of pay for every eight (8) hours of training a probationary dispatcher. Any dispatcher who is required to train another dispatcher for a full 12-hr shift of training a probationary dispatcher shall receive four (4) hours of additional pay at his/her rate of pay. Twelve-hour training shall be no more than two-weeks unless mutually agreed upon by the Union and Town.

Section 11.12. Dispatchers – Availability to work. Full time and part time dispatchers, in the event of an emergency may be held-over, due to a need based on an unexpected illness of the oncoming employee or other unexpected vacancy. In the event this vacancy is determined to last the entire shift, the oncoming employee will be called-in early to fill in the second half of the shift, and relieve the held-over employee. The hold-over and call-in will be the most junior dispatcher being required to stay unless a dispatcher or lead voluntarily agrees to stay/come-in early.

Section 11.13 – Emergency coverage. If a dispatcher is at work and becomes ill or has an emergency while on the desk and must leave their post, a Police Officer will cover until such time as the order-in dispatcher arrives.

Section 11.14 – Dispatcher seniority. Lead dispatchers will have higher seniority when choosing vacation and personal time then dispatchers. Lead dispatchers will have seniority based on their length of service in that role.

Section 11.15 – Dispatcher Differential. The Town will provide a \$1.00 per hour differential for all hours actually worked between 7pm and 7am.

Section 11.16 – Staffing. The Staffing level of the dispatcher center will be determined by the Town. The UPSEU Dispatching staff currently employed at the signing of this agreement will be utilized to fill these positions if cleared by the Police Department via the legally required background check for those accessing the police dispatching and state systems. The intent is to have two (2) dispatching personnel on each shift. These two personnel will normally be a UPSEU lead dispatcher and a UPSEU dispatcher, or two dispatchers.

ARTICLE XII –HOLIDAYS

Section 12.01. The following days shall be observed as holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day/Indigenous People's Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day

Section 12.02. Holidays shall be celebrated as designated on the yearly calendar. Any holiday falling on a Saturday shall be celebrated on the preceding Friday. Any holiday falling on a Sunday shall be celebrated on the following Monday. For fulltime and part-time employees who work in an area that is open seven days per week and the employee does not work a traditional M-F schedule, holidays will be paid as follows:

FT employees will be entitled to 13 total holidays. For those Fulltime employees not working a Monday through Friday schedule, they will be given the day off that the actual holiday falls with pay, or they will be provided another day (either the closest day before or after the holiday) when they are normally scheduled to work as the paid day off.

For part time employees, you will get paid for the actual day the holiday falls, if you are scheduled to work that day as part of your regular PT schedule, and aren't working the normal M-F workweek.

Section 12.03. Employees who are on paid or unpaid leave of absence shall not be entitled to holiday pay for those holidays which occur during their leave of absence.

Section 12.04. Whenever any said holiday falls within paid vacation time, said holiday shall not be charged against earned vacation. The employee shall be given another day off to compensate for said holiday at a time mutually agreeable to the employee and the Town.

Section 12.05. Part time employees shall receive holiday pay on a prorata basis when the holiday falls on a regularly scheduled work day. Employees on a flexible schedule will get paid a prorated amount of holidays, based on the numbers of hours scheduled to work in a workweek (five (5) day period).

Section 12.06. Employees will not be paid for a holiday if they are out sick their work-day before or their work-day following a holiday, unless a doctor's note is provided.

Section 12.07. Dispatcher Holidays. Part time dispatchers are entitled to the following holidays, with full pay, if they work on the day the holiday falls: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day/Indigenous People's Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Day

Before Christmas, Christmas Day. The Holiday pay is equal to the actual number of hours worked on the holiday.

Holidays, for all dispatchers regardless of part time or full-time status, occur on the day the holiday actually falls versus the UPSEU Holiday schedule.

Full time dispatchers shall receive Holiday pay and it shall be distributed twice each year as follows:

- (a) For those holidays occurring between December 1 and May 31 each year, payment shall be made in one sum on or before June 15 following the end of the six-month period.
- (b) For those holidays occurring between June 1 and November 30 each year, payment shall be made in one sum on or before December 15 following the end of the six-month period.
- (c) Employees absent with or without pay when a holiday occurs shall not earn holiday pay except in the following instances: (1) Employees on injury leave and receiving Workers' Compensation benefits due to work-related injury; (2) employees on vacation or funeral leave; and (3) employees on their regular day off.
- (d) Full time dispatchers will be paid 8 hours for each holiday, and receive pay for all thirteen holidays whether they work or not.

ARTICLE XIII – VACATIONS

Section 13.01. Vacations will be granted in accordance with the vacation policy of the Town as follows:

- (a) Vacation leave shall not be taken until an employee has completed his/her initial probationary period.
- (b) Employees with over six (6) months of town seniority but less than twelve (12) months of town seniority as of December 31st of any year will receive one (1) week of paid vacation leave in that calendar year.
- (c) Employees with over twelve (12) months of town seniority but less than five (5) years of town seniority as of December 31st of any year will receive two (2) weeks of paid vacation leave in that calendar year and thereafter.
- (d) Employees with over five (5) years of town seniority but less than ten (10) years of town seniority as of December 31st of any year will receive three (3) weeks of paid vacation leave in that calendar year and thereafter.
- (e) Effective January 1, 2023 the following vacation schedule will be applicable and the above vacation allotment will not be applicable:

**Length of Service as of
December 31st**

**Vacation Eligibility
That Calendar Year**

6 months – 12 months	5 days
1 year – 4 years	10 days
5 years – 10 years	15 days
11 years	16 days
12 years	17 days
13 years – 17 years	21 days
18 years	22days
19 years	23 days
20 years	24 days
21 years or more	25 days

Section 13.02. Upon voluntary termination provided the employee gives and works at least two (2) weeks' notice, the employee shall receive vacation pay for all unused vacation in accordance with the following schedule, unless otherwise approved by the First Selectman:

**VACATION
ENTITLEMENT**

**VACATION PAY DUE FOR EACH FULL MONTH
WORKED (LESS ANY VACATION TAKEN)**

5 days	1/2 day's pay up to five days
10 days	1 day's pay up to ten days
15 through 19 days	1-1/2 days' pay up to fifteen days
20 through 24 days	2 days' pay up to twenty days
25 days	2-1/2 days' pay up to twenty-five days

Vacation pay shall be at employees' regular straight time rate.

Section 13.03. Vacations may be scheduled throughout the calendar year, subject to the approval of the Department Head and/or the Human Resources Director. Vacations shall be granted on a department seniority basis.

Section 13.04. The vacation year shall be January 1 through December 31. Vacation must be used in the year in which it is earned, except that an employee may carry over no more than one (1) week into the next calendar year with manager's approval. Carried over vacation days are not payable under Section 13:02 above, unless the terminating employee gives and works a full two weeks' notice prior to their termination.

Section 13.05. Part-time employees are eligible for vacation in accordance with Section 13.01 except that vacation benefits shall be prorated based upon the number of hours normally worked per week. Effective for anyone hired after July 1, 2006, part time employees scheduled for under ten (10) hours of work per week shall not be eligible for paid vacation leave.

Section 13.06. Employees who accumulated continuous service on a regular part-time basis before becoming classified as regular full-time employees shall be granted credit for the years of regular part-time service in accordance with the definition of unit seniority.

Section 13.07. Selection of Dispatcher Vacation. Full time dispatch employees' vacation time is based on a 42-hour average work week and therefore "5 days' vacation" is the equivalent of 42-hours of time or 1 week. And 10 days' vacation is equivalent to 84 hours of time or 2 weeks. Time will be pro-rated to meet the 42-hour work week average versus by days as outlined above, as the above is based on a typical 5-day per week work cycle.

Employees will choose their vacation on a seniority basis and all vacation requests shall be submitted to the Chief or his designee on vacation request forms provided by the department and are not approved until the Chief or his designee has signed the request form. Ordinarily, vacation requests shall be made seven (7) days in advance. However, the Chief or his designee or his designee shall accept requests made with less than seven (7) days' notice under the following conditions:

- (a) There is at least forty-eight (48) hours' notice.
- (b) The request is not for a time when the employee is scheduled for training.
- (c) Only one full time employee will be approved for vacation on any shift.

Section 13.08. Dispatcher Training. The Town shall pay a minimum of four (4) hours to attend training if a Dispatcher is required to attend off shift, but may require the time to be work if needed.

ARTICLE XIV -SICK LEAVE

Section 14.01. Occasional Sick Leave.

A. An occasional leave for personal illness or non-job related injury shall mean any absence for such reason(s) of seven (7) or less consecutive calendar days.

B. The parties agree that, as a condition of employment, all employees are expected to report to work on their regularly scheduled shifts except as specifically provided otherwise in this Agreement. It is recognized, however, that on occasion employees will be rendered physically unable to perform assigned work due to non-job related accidents or debilitating illness. The paid sick days provided in this Section are not to be considered as personal days off other than for

purposes of any sickness or any injury other than job-related sickness or injury covered by Workers' Compensation.

C. For full-time employees with more than six (6) months of continuous service, occasional days of absence due to illness or non-job-related injury of the employee shall be paid up to an accumulated total of ten (10) days of paid absence in any calendar year. Dispatch personnel will be entitled to 84 hours of sick time based on the average of 42 hours per week. Any absences in excess of ten (10) paid days shall only be paid if the Department Head and/or the Human Resources Director specifically requests such payment from the First Selectman and the First Selectman approves such payment. Sick days shall normally be taken in ½ day or full day increments. Employees may use sick days for doctor's appointments. Sick days may be granted in 1-hour increments, provided they are used for doctor's appointments and said employee can provide a doctor's note and receives manager approval. Such approval from the manager shall not be unreasonably denied.

D. For part-time employees with more than six (6) months of continuous service, occasional days of absence due to illness or non-job-related injury of the employee shall be paid up to the total number of days in their regularly scheduled two (2) week work period and shall be prorated to the number of hours regularly worked. Sick days shall normally be taken in ½ day or full day increments. Employees may use sick days for doctor's appointments. Sick days may be granted in 1-hour increments, provided they are used for doctor's appointments and said employee can provide a doctor's note and receives manager approval. Such approval from the manager shall not be unreasonably denied.

E. Employees with less than six (6) months of continuous service, may be paid for such absences only when the Department Head and/or HR Director specifically requests such payments from the First Selectman and the First Selectman approves such payments.

F. If the employee uses over ten (10) sick days during the year, he/she will be required to get a doctor's note for those days over ten (10).

G. Reporting Illness for Dispatchers. When an employee finds it necessary to be absent from duty on sick leave, he shall cause the fact to be reported to the duty dispatcher not later than four (4) hours prior to his schedule of duty, unless his knowledge of such sickness occurs after four hours prior to the tour of duty, in which case he shall report it as soon as is diligently possible.

Section 14.02. Income Protection Plan.

A. Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job-related injury or sickness or pregnancy, and is therefore prevented from performing the duties of his or her occupation. To be eligible for disability benefits, an employee must have completed six (6) months of continuous employment by the Town and must be a full-time employee and must present medical documentation substantiating the total disability.

B. Short Term Disability

- (1) Short term disability shall apply to any extended absence for sickness or non-job-related injury of more than seven (7) consecutive calendar days, starting with the first shift unable to be worked.
- (2) Weekly benefits will be paid in the amount of one hundred percent (100%) of normal weekly straight time earnings for a maximum duration of two weeks if approved by the Department Head and/or the Human Resources Director. If the Department Head and/or the Human Resources Director does not approve all or part of the two weeks, the employee, at his option, may use all or part of his unused occasional days for the unpaid portion of the two (2) weeks.
- (3) After the first two weeks of absence and for a maximum duration of twenty-six (26) weeks, weekly benefits will be paid in the amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings at the time of disablement, provided the employee is under the care of a licensed physician.
- (4) Employees who are on Short Term Disability, are required to provide the Town written documentation from his/her physician that details the dates of disability. This note shall be provided upon leave and shall be updated upon each follow up visit or every thirty (30) days, whichever occurs more frequently.

C. Long Term Disability

Employees who, after twenty-six (26) weeks, are totally and permanently disabled and are unable to perform their own job or any other occupation or trade to which they are suited by reason of education or training shall be eligible to receive a long term disability benefit which shall be equal to fifty percent (50%) of their normal monthly straight time earnings at the time of their disablement less any payments for which they are eligible from Social Security and any other insurance or pension plan to which the Town has contributed. Employees shall be eligible for long-term disability benefits for the length of their disablement or as outlined by the disability insurance plan provisions.

Section 14.03. Job Related Sick Leave. If an employee qualifies for and is receiving temporary total disability benefits under the workers' compensation law, the Town shall pay the employee the difference between the amount of workers' compensation and his gross regular straight time pay at the time of disablement less F.I. C.A. and federal income tax withholding. This differential shall be paid until such time as the employee is able to return to his regular duties or until he has reached maximum improvement, but in no event for more than one year from the date of disablement.

Section 14.04. Duration of Job-Related and Non-Job-Related Sick Leave. If any illness or injury results in a disability of more than twelve (12) months duration, the Town shall have the right to terminate the employee if the medical prognosis indicates the employee will not be able to return to and fully perform the position the employee held prior to the injury or illness. For the purpose of this Section, date of disability is the first day the employee was unable to report to work due to the disabling illness or injury. Successive periods of disability separated by less than three

(3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. An employee who is absent due to job-related or non-job related illness or injury must keep the Town advised of the status of the disability by providing periodic medical documentation including, but not limited to, the diagnosis, treatment, and expected duration of the disability, dates of treatment, and prognosis for return to work, including whether or not the employee has reached maximum medical improvement and whether or not the employee is expected to recover to the extent that he will be able to fully perform the duties of the position he held on the date of disability. The Town may refer the employee for a medical evaluation by a second physician selected and paid by the Town. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Town, a third medical opinion shall be obtained from a physician with the appropriate medical specialty. Said physician shall be mutually selected by the first two physicians. Any portion of the third medical examination not covered by the employee's health insurance shall be paid by the Town. The third medical opinion shall prevail. In the event an employee refuses to provide medical documentation or to report for the required medical evaluations described above, the employee's status shall be changed to termination as of the date of the refusal. Termination of employment under this Section shall not affect the employee's eligibility for long term disability benefits under the terms of the applicable insurance plan or for workers' compensation as provided by state law.

Section 14.05. Sick Leave. Unused Sick time shall be banked at the end of each calendar year without limit. One-half (1/2) of each year's individual sick bank will be recorded by Human Resources and shall be used to supplement any short-term disability payments as described in section 14.02B(3). This unused sick bank shall have no dollar value if not used for disability payments. The other one-half (1/2) of each year's individual sick bank will be converted into the equivalent dollar value based on current salary as of December 31st of the calendar year in which the sick time is received and deposited into a 401(a) as set up by the Town of Ridgefield on the employee's behalf. The funds deposited into the 401(a) will be fully vested at the time of the deposit.

Section 14.06. Family Medical Leave Act (FMLA). The Family Medical Leave Act of 1993 (FMLA) entitles eligible employees, as defined by the FMLA, to take up to twelve (12) weeks of unpaid job protected leave in a 12-month period for specific family and medical reasons, including pregnancy. Notwithstanding the above, the employer shall continue health care benefits in the same manner as before the start of FMLA leave. The Town may require at its sole discretion that accumulated sick days, personal days, or other paid time off be substituted and/or used concurrently with a leave of absence under FMLA.

ARTICLE XV -OTHER LEAVE

Section 15.01. Leave for Full-Time Employees.

A. Bereavement Leave. Upon the death of a member of the immediate family of an employee, an employee may receive time off with pay in accordance with the following schedule:

(1) Up to five (5) days commencing with the date of death in the event of the death of a spouse, child, mother, father, sister, or brother.

(2) Up to three (3) days commencing with the date of death of a mother-in-law, father-in-law, grandparents, grandchildren, and any relation of an employee in immediate residence with such employee.

(3) One (1) day in the event of the death of a sister-in-law, brother-in-law, aunt or uncle, niece or nephew, or non-relation permanently residing with such employee.

(4) Additional days of funeral leave may be granted at the sole discretion of the First Selectman or designee.

(5) As with other leaves, dispatch personnel time is pro-rated to equate to 42 hours per week, therefore 5 days equals 42 hrs, 3 days equals 24 hrs, and 1 day equals 12 hrs.

B. Jury Duty Leave. Any employee called to jury duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Town with a notice to serve and evidence of attendance.

C. Personal Leave Day. Each employee shall be granted, with the approval of the Department Head and/or HR Director, three personal days per year. Full time Dispatching personnel are entitled to two (2) 12-hour personal days (which is the equivalent of 3 8-hr personal days). There is no compensation for an unused personal leave day and such day is non-cumulative. To obtain approval, the employee must give a satisfactory explanation to the Department Head and/or HR Director so as to enable them to determine that the personal business cannot be conducted outside of working hours. Approval of personal leave days shall not unreasonably be denied. Personal leave may be taken in one-hour increments with the approval of the Supervisor. Part-time employees working between 20 hours to 34.99 hours per week shall be eligible for 1 pro-rated personal day per year, provided the use does not incur overtime in the coverage of their day off. Said personal day will be subject to the same approval as full-time personal days.

D. Leave of Absence Without Pay.

(1) The Town recognizes that circumstances may develop which require an employee to take an unpaid leave of absence. An employee may request an unpaid leave of absence of up to six (6)

months. Such request may be granted or denied at the sole discretion of the First Selectman or designee

(2) Unless otherwise provided by law, benefits shall be continued at no cost to the employee until the first of the second month following the month in which the leave began. The employee may continue benefits thereafter by reimbursing the cost to the Town by monthly payment in advance.

Section 15.02. Leave for Part-Time Employees

A. Bereavement Leave. Part-time employees shall be eligible for bereavement leave in accordance with the schedule set forth in Section 15.01, provided that the funeral leave day(s) is (are) a regularly scheduled work day(s). Said funeral leave shall be pro-rated based upon number of hours normally worked.

B. Jury Duty Leave. Part-time employees shall be eligible for jury duty leave as set forth in Section 15.01, provided that the jury duty occurs on a regularly scheduled workday.

ARTICLE XVI -INSURANCES AND PENSION

Section 16.01. The Town shall provide for the term of this Agreement the following group health and dental insurance programs for all full-time employees and their eligible dependents.

a. Health-Insurance.

Eligible employees shall enroll in the following health plans:

Subject to the conditions set forth below, effective July 1, 2019, the Town shall offer each eligible bargaining unit members the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits described in Section 16 of this agreement. The health plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. The current dental and vision plans will remain as outlined in Section 16.01b and the benefits appendices with the associated premium cost share as outlined below. The premium rates shall be set by the SPP.

Effective July 1, 2021 – 4.5%

Effective July 1, 2022 – 4.5%

Effective July 1, 2023 – 5.5%

Effective July 1, 2024 – 6.5%

The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, 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. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration by the SPP. In the event the HEP non-compliance/non-participation penalties change, employees will be subject to those changes as well.

1. In the event any of the following occur the Town or the Union may reopen negotiations for the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
 - A. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - B. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Town, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
2. In any negotiations triggered under subparagraph 5 above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Section 16 below to be the baseline for such negotiations.

Should the SPP changes be too great or the above issues occur, the below is the outline A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), as outlined in Appendix B-2 of this Agreement. The Town shall contribute to an employee's HSA in the amount of fifty percent (50%) of the applicable deductible in each plan year. The funding of the HSA will be pro-rated (in whole months) for those who commence employment after July 1. The funding of the HSA will be adjusted on a pro-rated basis (in whole months) for those who have a family status change during the Plan Year, which results in any change of coverage level (single, two person or family). Such adjustment shall be made effective the first day of the first month following the employee's providing documentation of the family status change to the Human Resources Director. The

Individual combined in-network and out-of-network deductible will be \$2,000 for single coverage and \$4,000 for family coverage. Out of network costs, once the deductible has been met, will be split 70/30 based on customary reimbursement schedules, up to an additional \$2,000 for single coverage and \$4,000 out of pocket for family coverage.

- The Town shall offer a similar HRA plan (as outlined above with the HSA plan) for those individuals who do not qualify to enroll in a HSA plan, pursuant to IRS regulations.

b. Dental Insurance.

The Town shall provide an 80%-20% Co-Pay Dental Plan for full-time employees and their eligible dependents with a seventy-five (\$75) dollar annual deductible for individual and the following co-insurance schedule:

- Preventive -100% of reasonable and customary charges;
- Routine -80% of reasonable and customary charges;
- Major -50% of reasonable and customary charges;
- Individual Calendar Year Maximum Amount -\$1,500

c. Premium Cost Sharing.

Employee premium cost sharing for the HDHP/HSA plan (if reintroduced) shall be as follows:

- Effective July 1, 2021 – 5.5 percent
- Effective July 1, 2022 – 5.5 percent
- Effective July 1, 2023 – 6.5 percent
- Effective July 1, 2024 – 7 percent

The Town shall maintain an IRC Section 125 Plan to allow employees to pay premium share contributions on a pre-tax basis.

If the excise tax is triggered, the parties agree to reopen the contract on health insurance.

d. Waiver of Insurance.

Notwithstanding the above, the employees may elect to waive all medical insurance coverage and in lieu thereof, to receive a payment of \$3,600. Payment to those employees waiving coverage will be made on a pro-rated basis each month during the year. This new rate is payable starting July 1, 2022, retroactively if the agreement is not signed by then.

Section 16.02. Life and Accidental Death and Dismemberment Insurance in the amount of \$50,000 (fifty thousand dollars). Employees age 70 and over are entitled to one-half (1/2) the benefit as described herein.

Section 16.03. Nothing in this Agreement shall prevent the Town from changing insurance carriers, provided the levels of benefits are at least equal to those provided for under this Agreement.

Section 16.04. The Town may implement cost containment provisions of the medical Insurance carrier.

Section 16.05. Part-time employees who work thirty (30) hours or more shall also be eligible for the insurance benefits listed in Section 16.01 above.

Section 16.06. For employees hired prior to January 1, 2012, the Town agrees to continue in full force the Town of Ridgefield Employee Pension Plan in effect at the time this Agreement and as Amended for July 1, 2006. Effective July 1, 2006, employees scheduled for twenty (20) hours per week or more are eligible for a 2% multiplier for service years July 1, 2006 forward. Effective July 1, 2006, employees scheduled for twenty (20) hours per week or more required to contribute 3% of their base salary subject to section 125 of the IRS code.

Employees hired on or after January 1, 2012 shall be enrolled in the Defined Contribution Pension Plan, the principal features of which are set forth in Appendix C. The parties agree that the Pension Agreement referred to as "Town of Ridgefield Employee Pension Plan" and set forth in Section 16.06 as a defined benefit plan, will no longer be a subject of bargaining between the parties during any future contract negotiations or otherwise. Any proposal by either party in the future related the pension Agreement can be ignored by the other party and shall not be submitted to arbitration and shall not form the basis for either party declaring impasse in any future contract negotiations. All employees currently participating in the defined benefit plan set forth in the Pension Agreement will continue to participate and be eligible for the benefits set forth in the pension Agreement pursuant to that agreement, and those benefits will not be subject of bargaining between the parties. Duration of the Pension Agreement shall automatically be updated during all future contract negotiations to match the dates of the successor Collective Bargaining Agreements.

Section 16.07. Any employee whose age and years of service totals at least seventy-five (75) shall, upon early retirement, be allowed to purchase health insurance for eighteen (18) months for themselves and any eligible dependents, and thereafter receive whatever COBRA entitlement that is available.

Section 16.08. The Town offers bargaining unit members the opportunity to enroll in a Dependent Care Assistance Plan with such limitations on contributions as set by law and/or IRS regulations. In addition, if on the SPP plan, the Town also offers the Flexible spending health insurance account up to the \$2500 annual max. Should the Town go back to the HDHP the FSA would no longer be available.

ARTICLE XVII – WAGES

Section 17.01. All jobs within the bargaining unit are assigned a job classification in accordance with the designations found in Appendix A. If and when during the course of this Agreement, the Town creates a new job which is to be included in the bargaining unit or revises an existing job which is designated in Appendix A, then the Town, at its sole discretion, shall

designate the job classification of the new or revised job. Whenever the Town creates a new job which is to be included in the bargaining unit but which has not been designated by the Town as within any of the existing job classification groups and salary ranges established by the collective bargaining agreement, then the Town shall meet with the Union to negotiate the rate for the new position.

Section 17.02 – All employees will move through the step grid each July 1 for the duration of this agreement, through Max Step.

Retro to 7/1/21 and 7/1/2022:

If the step increase is below 2.75% the employee will be given a 2.75% increase, not the step increase. If an employee is at max step, then a 2.75% increase will be provided.

The retroactive pay for 7/1/21 and 7/1/22 will be provided in a lump sum separate check.

Effective 7/1/23 and 7/1/24

If the step increase is below 2.75% the employee will be given a 2.75% increase, not the step increase. If an employee is at max step, then a 2.75% increase will be provided.

The Ranges will remain stagnant. Any steps which fall below minimum wage during the course of the contract will be removed and the employees will be brought up to minimum wage at that time. Grade 1 is eliminated and a new Grade 3 is implemented into this agreement.

Effective when central Dispatch moves to a single location, personnel will move to a step as determined in the MOA. Until then, the normal salary increases, including the percentages indicated above, will be in place retroactively to July 1, 2021 and July 1, 2022. The new dispatcher rates, listed as Central Dispatch, will begin when central dispatch functions begin and the dispatchers have moved to the central dispatch location.

Section 17.06. New Hires. The Town will place newly hired employees in a step based on their experience, education and qualifications, provided however, that the newly hired employees shall not receive a step that is higher than the step by current incumbents in the same job. In order to be eligible for salary increases thereafter, newly hired employees must have three (3) months of continuous service as of the regularly scheduled salary increase date.

Section 17.07. Promotions. An employee who is promoted to a higher job classification shall be placed in the wage range of the new classification at the discretion of the Town, provided that the employee shall receive a minimum five percent (5%) promotional increase. In order to be eligible for additional salary increases thereafter, promoted employees must have completed one (1) months of continuous service in the new classification as of the regularly scheduled increase date. Promotions from entry level clerk shall be upon the recommendation of the Department Head that the full scope of the job has been learned and is being performed satisfactorily by the employee at all times.

Section 17.08. Employees shall be paid bi-weekly. All wage increases shall be implemented on the first day of the next pay period following the effective date of the increase.

Section 17.09. Longevity Pay. Full-time employees who have completed the stated years of continuous service shall be entitled to longevity pay as follows:

- A. Ten (10) years through fourteen (14) years of continuous service - \$450.
- B. Fifteen (15) years through nineteen (19) years of continuous service - \$600.
- C. Twenty (20) years through twenty-four (24) years of continuous service - \$750.
- D. Twenty-five (25) years or more of continuous service - \$900.

Said longevity pay shall be non-accumulative and shall be paid to the employee in the pay period next following the employee's anniversary date.

Section 17.10. When an employee is assigned to a higher paying classification because the job is vacant and such assignment is temporary in nature but for a minimum of more than two (2) weeks, the employee shall be paid at least the minimum wages of the salary range for the job.

ARTICLE XVIII - TUITION ASSISTANCE

Section 18.01. The Town shall provide the following assistance to full-time employees in reimbursement for the expense of tuition and required textbooks incurred by employees enrolled in job-related educational courses:

A maximum of one thousand dollars (\$1,000.00) each calendar year per employee.

This tuition assistance is subject to the following limitations:

- A. Courses must be sponsored by a recognized educational institution.
- B. Correspondence courses are excluded.
- C. Courses must be completed with a passing grade.
- D. The employee must obtain approval from her immediate supervisor and from the First Selectman or designee before enrolling in the course. Certification by the immediate supervisor that the course is job-related is required.
- E. Upon completion of the course, the employee must forward a transcript of grades and invoices for the cost of tuition and required textbooks to the Human Resources Office.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

Section 19.01. The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

Section 19.02. Each employee shall receive a copy of the employee's job description upon hire, whenever the written job description changes and at any other time upon the employee's request.

Section 19.03. If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 19.04. Whenever used in this Agreement personal pronouns shall include reference to both genders.

Section 19.05. The Town shall provide a bulletin board in a central location 'easily accessible to the majority of bargaining unit members which the Union may use to post official notices.

Section 19.06. Job vacancies within the bargaining unit shall be posted for five (5) days in each building where bargaining unit employees' work, including being sent to an UPSEU representative in the Parks and Recreation building for posting on the UPSEU bulletin board. Preference shall be given to bargaining unit applicants' qualifications unless an external applicants' qualifications significantly exceed those of a bargaining unit position. Where two or more bargaining unit applicants have equal qualifications, seniority shall prevail. Grievances brought under this Section are limited to the first two steps of the grievance procedure and shall not be subject to arbitration.

Section 19.07. The Town may close its offices in cases of extreme weather or other hazardous conditions. Employees shall receive their normal compensation for those days that the Town offices are closed due to these conditions if they were scheduled to be at work. Should severe weather or other conditions develop during working hours, the Town may make the decision to close its offices with no loss of pay to employee leave time for those employees who were at their work station at the time of closing. In the absence of a Town decision to release employees early or to close its offices, non-emergency personnel may elect to use personal leave time, compensatory time or vacation time, with the approval from their supervisors. Approval shall not unreasonably be denied. In such cases, no less than one-half day of vacation or personal leave will be charged to the employee.

Section 19.08. Miscellaneous. Not more than three (3) employees shall be granted time off without loss of pay for negotiations with the Town, provided that no two (2) employees shall be from the same office. Meetings for negotiations for an agreement to succeed this agreement shall begin alternately at 10:00 a.m., and 4:00 p.m., unless the parties mutually agree to an alternate schedule.

Section 19.09. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

No amendment, alteration, or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

Upon taking effect, this Agreement cancels, terminates and supersedes any and all other understandings and agreements which the parties may have previously entered into orally or in writing unless such understandings or agreements are expressly incorporated herein.

Section 19.10. The Town will offer or send dispatchers to required training. Failure for the Dispatcher to maintain their certification will lead to disciplinary action up to and including termination. The Town shall offer the training program, but should a Dispatcher not attend, the Dispatcher must attend another training to maintain their certification, approved by the Chief or his designee. The Town will pay the cost associated with the training program.

ARTICLE XX - DRESS CODE

Section 20.01. Each employee's dress should be appropriate to the work situation. Employees are expected at all times to present a professional, businesslike image to customers, prospects, and the public. Acceptable personal appearance is an ongoing requirement of employment with the Town.

Office workers who have regular contact with the public must comply with the following personal appearance standards:

1) Employees are expected to dress in a manner that is normally acceptable in similar business establishments. Examples of acceptable attire include but are not limited to: Dresses, Slacks, Dress Pants, Skirts, Shirts, Blouses, Sweaters, Sports Jackets, Business Suits, Ties, and dress shoes/sandals. Examples of unacceptable attire include but are not limited to: jeans/denim of any color, athletic clothing, stretch pants, suggestive attire, tank tops, tee shirts, shorts, sneakers, flip-flops and similar items of casual attire that do not present a businesslike appearance.

g. Employees who do not regularly meet with the public should follow basic requirements of safety and comfort, but should still be as neat and businesslike as working conditions permit.

h. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Employees will not be compensated for any work missed because of failure to comply with this policy. Violations of this policy also will result in disciplinary action.

Section 20.02. Dispatcher Uniforms. Upon the commencement of employment, the Town will provide such new employee with the uniforms and equipment needed in his position in accordance with an established department list. The employee will be required to wear a Town issued shirt/sweater along with casual pants and appropriate shoes as outlined in the dress code.

Section 20.03. Clothing Allowance, Dispatching Personnel Only. In addition to any dress code and uniform provided by the Town to its dispatching personnel, on the payday closest to but after July 1st, each dispatching employee shall receive a clothing allowance in the following amount: Two hundred fifty dollars (\$250.00), subject to any applicable taxes.

ARTICLE XXI –DURATION

Section 21.01. This Agreement shall be in full force and effect as of July 1, 2021 and shall remain in effect through June 30, 2025. Only those provisions for which an effective date is specified shall have retroactive effect.

ARTICLE XXII - SUBSTANCE ABUSE PREVENTION

Section 22.01. Dispatching Policy. The Town and the Union recognize that the critical mission of fire and medical emergency response requires that all Dispatchers refrain from the possession or use of illegal substances at all times, from the unauthorized use of legal drugs, and from the possession, use or being under the influence of alcoholic beverages or drugs at the Town's work sites and/or while a Dispatcher is on duty. Failure to so refrain is just cause for discipline in accordance with the procedures described in this Article.

Section 22.02. Dispatching Employee Testing. Reasonable Suspicion Testing. Dispatchers shall be subject to medical testing involving urine or blood or other similar or related tests for the purpose of discovering possible drug or alcohol abuse upon reasonable suspicion that a Dispatcher's work performance is impaired due to such drug or alcohol abuse. Testing shall be conducted at the office of a physician designated by the Town or, in the case of a breath analysis test, at any police department. The Dispatcher may request union representation during the administration of any and all tests and such representation will be provided if a union official is available without unreasonable delay.

Section 22.03. Dispatching Drug Testing. The urine sample shall be produced under the procedures of the medical facility to which the Dispatcher is referred. Such procedures shall not include direct observation. The Dispatcher shall be interviewed concerning recent food, beverage and prescription drug intake which could affect the test outcome. If a Dispatcher is unable or unwilling to give a specimen at the time of the test, the Dispatcher shall remain under observation until a specimen is obtained. The Dispatcher may be required to consume reasonable amounts of water during the waiting period. The laboratory selected by the Town to conduct the analysis of the urine specimen shall be certified and shall be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis. A written chain of custody (with signatures, dates and times) shall be maintained concerning each Dispatcher's urine sample. Drug testing methodology shall include procedures to confirm any positive test result. The urine sample shall be divided into three portions. If the first portion tests positive for an illegal substance, a confirming test shall be conducted using the second portion. The Dispatcher may request that the third portion be submitted directly to another comparable lab for testing.

Section 22.04. Dispatching Alcohol Testing. Dispatchers may be required to submit to a physical examination and/or to any testing, including but not limited to, a urinalysis and either a blood test or a breath analysis by intoximeter. The urinalysis and/or the blood test shall be administered by a physician designated by the Town. The breath analysis shall be administered by qualified police department personnel. Urinalysis shall be conducted in accordance with the procedures for drug testing.

Section 22.05. Dispatching Testing Program Costs. The Town shall pay for all costs involving drug and alcohol testing except for any costs associated with the Dispatcher's submission of the third sample to a comparable laboratory for testing in which case the Dispatcher shall bear the expense of the third test.

Section 22.06. Dispatcher Rehabilitation. In the event there is confirmed evidence of drug or alcohol abuse, in the first instance, the Dispatcher shall be immediately placed on a non-job-related disability leave and shall be required to commence a rehabilitation program acceptable to the Town. Reinstatement to employment shall be contingent upon the Dispatcher's satisfactory completion of the rehabilitation program and the employee's continuing participation in any prescribed follow up program. Upon reinstatement, a Dispatcher with previous drug dependency shall submit to random drug testing at least once every two (2) months for the first twelve (12) months and at least once per quarter for the next twenty-four (24) months.

In the event a Dispatcher is found distributing, possessing or using an illegal substance while on duty or refuses to submit to a drug or alcohol test, the Dispatcher shall be discharged and said discharge shall be deemed to be for just cause. Any disciplinary action shall be subject to the grievance procedure of this agreement. A Dispatcher who voluntarily comes forward and asks for assistance to deal with an alcohol or drug problem shall not be disciplined unless the Dispatcher refuses any appropriate testing, refuses an opportunity for rehabilitation, fails to complete the rehabilitation program successfully or again tests positive for drugs or alcohol within five (5) years of completing an appropriate rehabilitation program. A disclosure of a drug or alcohol dependency problem by a Dispatcher upon notice from the Town that he is to be scheduled for drug or alcohol testing is not a voluntary disclosure.

Section 22.07. Dispatching Records. Test results obtained as a result of the procedures described in this Article shall be maintained in the Dispatcher's medical file, with a copy given to the Dispatcher. Departmental reports shall be amended where necessary to conform to the test results. Documentation of any disciplinary action taken or commitments made during the rehabilitation program shall be maintained in the Dispatcher's personnel file.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and

Signed by their mutually authorized officers or representatives on the ____ day of _____

2022.

TOWN OF RIDGEFIELD


UPSEU, Unit 82



Rudy Marconi
First Selectman



Kevin Boyle, Jr
UPSEU President



Laurie Fernandez
Director of Human Resources



John Rosa
Unit President

APPENDIX A
Chart attached separately

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Town of Ridgefield - UPSEU Appendix A

2021-2025

DEPT.	TITLE	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
**Central Dispatch	Lead Dispatcher	18	28.34	29.29	30.34	31.18	32.13	33.07	34.02	34.97	35.91	36.86	37.80	38.75	39.70
VACANT	N/A	17	26.99	27.89	28.80	29.70	30.60	31.50	32.40	33.30	34.20	35.10	36.00	36.90	37.81
**Central Dispatch	Dispatcher	16	25.71	26.57	27.42	28.28	29.14	30.00	30.86	31.71	32.57	33.43	34.29	35.15	36.01
Tax	Assistant Tax Collector	15	24.48	25.30	26.12	26.94	27.75	28.57	29.39	30.20	31.02	31.84	32.66	33.47	34.29
Town Clerk	Deputy Town Clerk	15	24.48	25.30	26.12	26.94	27.75	28.57	29.39	30.20	31.02	31.84	32.66	33.47	34.29
P&R	Administrative Office Manager	15	24.48	25.30	26.12	26.94	27.75	28.57	29.39	30.20	31.02	31.84	32.66	33.47	34.29
P&R	Information Coordinator	15	24.48	25.30	26.12	26.94	27.75	28.57	29.39	30.20	31.02	31.84	32.66	33.47	34.29
Fire	Lead Dispatcher	15	24.48	25.30	26.12	26.94	27.75	28.57	29.39	30.20	31.02	31.84	32.66	33.47	34.29
VACANT	N/A	14	23.80	24.50	25.18	25.87	26.57	27.26	27.95	28.64	29.34	30.02	30.71	31.41	32.10
Assessor	Assessment Administrator	13	22.67	23.33	23.98	24.64	25.30	25.96	26.62	27.28	27.94	28.59	29.25	29.91	30.57
Finance	Municipal Accountant	13	22.67	23.33	23.98	24.64	25.30	25.96	26.62	27.28	27.94	28.59	29.25	29.91	30.57
Police	Sec/Records Administrator	12	21.58	22.20	22.83	23.46	24.09	24.72	25.34	25.97	26.60	27.23	27.86	28.48	29.11
Assessor	Assessment Clerk 3	12	21.58	22.20	22.83	23.46	24.09	24.72	25.34	25.97	26.60	27.23	27.86	28.48	29.11
P&R	Program and Facilities Assistant/System Administrator	12	21.58	22.20	22.83	23.46	24.09	24.72	25.34	25.97	26.60	27.23	27.86	28.48	29.11
Health	Health Department Administrator	12	21.58	22.20	22.83	23.46	24.09	24.72	25.34	25.97	26.60	27.23	27.86	28.48	29.11
Fire	Fire Department Administrator	12	21.58	22.20	22.83	23.46	24.09	24.72	25.34	25.97	26.60	27.23	27.86	28.48	29.11
Fire	Fire Emergency Medical Dispatcher	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
Police	Police Dispatcher	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
P & Z	Office Administrator	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
Public Services	Office Administrator	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
Health	Office Administrator	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
P & R	Office Administrator	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
Assessor	Assessment Clerk 2	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
Fire	Office Administrator	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
Town Clerk	Town Clerk 2	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
Building	Office Administrator	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
Tax	Administrative Clerk	11	20.52	21.12	21.72	22.31	22.91	23.51	24.11	24.71	25.31	25.91	26.51	27.11	27.71
P & R	Scheduling Coordinator	10	19.53	20.10	20.67	21.24	21.81	22.38	22.95	23.52	24.09	24.66	25.23	25.80	26.37
Tax	Revenue Clerk	9	18.61	19.15	19.69	20.23	20.77	21.31	21.85	22.39	22.93	23.47	24.01	24.55	25.08
Soc. Services	Social Service Secretary	9	18.61	19.15	19.69	20.23	20.77	21.31	21.85	22.39	22.93	23.47	24.01	24.55	25.08
Town Clerk	Assistant Town Clerk	9	18.61	19.15	19.69	20.23	20.77	21.31	21.85	22.39	22.93	23.47	24.01	24.55	25.08
Assessor	Assessment Clerk 1	9	18.61	19.15	19.69	20.23	20.77	21.31	21.85	22.39	22.93	23.47	24.01	24.55	25.08
Town Clerk	Assistant Town Clerk	9	18.61	19.15	19.69	20.23	20.77	21.31	21.85	22.39	22.93	23.47	24.01	24.55	25.08
Police	Accounting Clerk	8	17.70	18.21	18.73	19.24	19.76	20.27	20.79	21.30	21.81	22.33	22.84	23.36	23.87
P&R	Member Services Coordinator	8	17.70	18.21	18.73	19.24	19.76	20.27	20.79	21.30	21.81	22.33	22.84	23.36	23.87
Public Services	Clerk	6	16.38	16.79	17.20	17.61	18.01	18.42	18.83	19.24	19.65	20.06	20.47	20.88	21.29
Police	Records Clerk	6	16.38	16.79	17.20	17.61	18.01	18.42	18.83	19.24	19.65	20.06	20.47	20.88	21.29
P&R	Program and Facilities Assistant	6	16.38	16.79	17.20	17.61	18.01	18.42	18.83	19.24	19.65	20.06	20.47	20.88	21.29
Engineering	Construction II	5	15.59	15.98	16.37	16.76	17.15	17.54	17.93	18.33	18.72	19.11	19.50	19.89	20.28
P & R	Facilities Scheduler	5	15.59	15.98	16.37	16.76	17.15	17.54	17.93	18.33	18.72	19.11	19.50	19.89	20.28
Police	Custodian II	5	15.59	15.98	16.37	16.76	17.15	17.54	17.93	18.33	18.72	19.11	19.50	19.89	20.28
Tax Collector	Revenue Data Entry Clerk	4	14.84	15.21	15.59	15.96	16.33	16.70	17.08	17.45	17.82	18.19	18.56	18.94	19.31
Central Admin	Switchboard Operator	4	14.84	15.21	15.59	15.96	16.33	16.70	17.08	17.45	17.82	18.19	18.56	18.94	19.31
P & R	Member Services Clerk	4	14.84	15.21	15.59	15.96	16.33	16.70	17.08	17.45	17.82	18.19	18.56	18.94	19.31
P&R	Custodian I	3	14.07	14.41	14.75	15.09	15.43	15.77	16.11	16.45	16.79	17.13	17.47	17.81	18.15

*** These positions will take place once Central Dispatch is finalized and the employees will be moved into the range based on the MCOU

* As minimum wage increases, steps below minimum wage will be eliminated.

APPENDIX B
HEALTH INSURANCE PLANS

LEFT BLANK INTENTIONALLY, SUMMARY OF BENEFITS PAGES TO IMMEDIATELY FOLLOW

Lumenos Deductible First HRA Plan Summary

The Lumenos® Deductible First HRA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to help offset your out-of-pocket health expenses.

Your Lumenos Deductible First HRA Plan

First - Satisfy your upfront deductible:

Upfront Deductible

The Lumenos Deductible First Health Reimbursement Account (HRA) has an upfront deductible that needs to be met before you can start using the account funds available in your HRA. Your HRA funds cannot be used to pay the upfront deductible.

Upfront Deductible Responsibility

\$2,000 individual coverage
\$4,000 family coverage

Second - Use your HRA to pay for covered services:

Health Reimbursement Account

With the Lumenos HRA, you receive an annual allocation from your employer in your HRA. Funds in your HRA and your upfront deductible are used to help meet your annual deductible responsibility.

HRA Allocation from your employer

\$2,000 individual coverage
\$4,000 family coverage
Unused funds do not roll over year to year.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HRA or out-of-pocket costs for you as long as you receive your preventive care from a network provider. If you choose to go to an out-of-network provider, your deductible or traditional health coverage benefits will apply.

Then -

Your Annual Deductible

Your up front deductible plus your annual HRA contribution equal your full annual deductible.

You may also earn additional funds in your HRA through rewards for healthy behaviors which can help pay future coinsurance (out-of-pocket) expenses.

Annual Deductible Responsibility

\$4,000 individual coverage
\$8,000 family coverage

If needed -

Traditional Health Coverage

Your traditional health coverage begins after you have met your full annual deductible.

Traditional Health Coverage

After you meet your upfront deductible and annual deductible, the plan pays:
100% for network providers 70% for out-of-network providers

After you meet your upfront deductible and annual deductible, your coinsurance responsibility is:
0% for network providers 30% for out-of-network providers

Additional protection:

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

Network Providers	Out-of-Network Providers
\$ 4,000 individual coverage	\$ 5,000 individual coverage
\$ 8,000 family coverage	\$10,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HRA, your deductible responsibility and your cost share amounts.

Lumenos Deductible First HRA Plan Summary

Summary of Covered Services

Preventive Care

Anthem's Lumenos HRA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to help prevent avoidable premature injury, illness and death.

All preventive services received from a network provider are covered at 100%, are not deducted from your HRA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

Child Preventive Care

Office Visits for preventive services

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam and Pap test for females who are age 18, or have been sexually active.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer
- H. Influenza type b
- Polio
- Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits for preventive services

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

Lumenos HRA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HRA plan covers a wide range of medical services to treat an illness or injury. You can use your available HRA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HRA plan:

- | | |
|---|---|
| ◦ Physician Office Visits | ◦ Maternity Care |
| ◦ Inpatient Hospital Services | ◦ Chiropractic Care |
| ◦ Outpatient Surgery Services | ◦ Prescription Drugs |
| ◦ Diagnostic X-rays/Lab Tests | ◦ Home Health Care and Hospice Care |
| ◦ Emergency Hospital Services
(in-network coinsurance applies to both in-network and out-of-network) | ◦ Physical, Speech, and Occupational Therapy Services |
| ◦ Inpatient and Outpatient Mental Health and Substance Abuse Services | ◦ Durable Medical Equipment |

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HRA plan, the following services are limited:

- Skilled nursing facility services subject to 120 number of days per calendar year.
- Home health care services are limited to 365 visits per calendar year.
- Inpatient rehabilitative services unlimited days per member per calendar year.
- Acupuncture is limited to 25 visits per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services subject to an unlimited number of visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

◦

Specific state mandates regarding limitations may apply.

*For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.

Lumenos HRA Plan Summary

Summary of Covered Services

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Anthem Blue Cross and Blue Shield is the trade name for the following: In Connecticut: Anthem Health Plans, Inc. In Maine: Anthem Health Plans of Maine, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. Independent licensees of the Blue Cross and Blue Shield Association. © Anthem and Lumenos are registered trademarks. © Blue Cross and Blue Shield names and symbols are registered trademarks of the Blue Cross and Blue Shield Association.

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (855) 333-5735.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

(Arabic) (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل بـ (855) 333-5735.

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (855) 333-5735

Chinese

(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (855) 333-5735

(Farsi) (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (855) 333-5735 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (855) 333-5735.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (855) 333-5735.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (855) 333-5735

(Japanese) (日本語):

この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(855) 333-5735 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (855) 333-5735 로 문의하십시오.

(Navajo) (Diné): D77 naaltsoos bik1'7g77 [ahgo b7na'7d7[kidgo n1 boh0n4edz3 d00 bee ah00t'i' t'11 ni nizaad k'ehj7 bee ni[hodooni h t'1adoo b33h 717n7g00. Ata' halne'7g77 [a' bich'8' hadeesdzih n7n7zingo koj8' hod77lnih (855) 333-5735.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer (855) 333-5735.

(Punjabi) (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਇੱਕ ਦੁਬਾਸੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (855) 333-5735 ਤੇ ਕਾਲ ਕਰੋ।

(Russian) (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (855) 333-5735.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (855) 333-5735.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (855) 333-5735.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (855) 333-5735.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of-network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.anthem.com/statect to find out if your doctor, hospital or other medical provider is in Anthem's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

*Source: Healthcare Bluebook: healthcarebluebook.com

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays ¹ ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (<i>your doctor</i> will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (<i>you</i> will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (<i>your doctor</i> may need to get prior authorization)	20% of allowable UCR* charges (<i>you</i> may need to get prior authorization)

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility.
Outside your carrier's immediate service area: no co-pay.

² OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.
Outside of carrier's immediate service area: deductible plus 20% coinsurance.

(continued on next page)

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient	\$0	20% of allowable UCR* charges
Hospital Care		
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

Be the picture of health

Check out these programs and services to be your healthy best

Need a doctor? Choose a State of Connecticut preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- Visit anthem.com/statect and choose **Find a Doctor**.
- Call the Enhanced Member Service Unit at 1-800-922-2232, for more information or to find out if your doctor is in Tier 1.

Use Site-of-Service providers to get 100% coverage for lab tests, X-rays, and high-cost imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

- Call the Enhanced Member Service Unit at 1-800-922-2232 to learn more.

Find support for mental health issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Call an Anthem Behavioral Health Care Manager at 1-888-605-0580.
- Visit anthem.com/statect.

See a doctor, psychologist or therapist from home or work with LiveHealth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.² If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.³

- Learn more and enroll at livehealthonline.com or use the free mobile app.

How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor through LiveHealth Online.
- Call 24/7 NurseLine at 1-800-711-5947 to speak with a nurse about symptoms or get help finding the right care.

Get access to care wherever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

- Call 1-800-810-BLUE (2583) to learn more about both programs. If you're outside the U.S., call collect at 1-804-673-1177.⁴

It's easy to manage your benefits online and on the go

- Find a doctor, check your claims and compare costs for care near you at anthem.com/statect.
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store® or Google Play™) for benefit information and to show your ID card, get directions to a doctor or urgent care center and much more.

Customer service helps you get answers and much more

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at 1-800-922-2232.
- Visit anthem.com/statect.



¹ Designated as Tier 1 in our Find a Doctor tool. Eligible specialties include allergy and immunology, cardiology, endocrinology, ear nose and throat (ENT), gastroenterology, OB/GYN, ophthalmology, orthopedic surgery, rheumatology and urology.

² Prescription availability is defined by physician judgment and state regulations.

³ Appointments subject to availability of therapist.

⁴ Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2015).

bcbs.com/already-a-member/coverage-home-and-away.html

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf of Anthem Blue Cross and Blue Shield. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent.

Source of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. 59142CTENAB5 Rev. 01/19

PRESCRIPTION DRUGS	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

* Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

** Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at www.osc.ct.gov).



The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2022 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49	As recommended by physician
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	40-49: N/A 45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Colorectal screening every 3 years	



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.

Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions

(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.



Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner
860-702-3560

Anthem Blue Cross and Blue Shield

www.anthem.com/statect
Enhanced Dedicated Member Services: **1-800-922-2232**

Caremark (Prescription drug benefits)

www.caremark.com
1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct
1-800-244-6224

*Health Enhancement Program (HEP) Care Management Solutions
(an affiliate of ConnectiCare)*

www.cthep.com
1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

APPENDIX C

DEFINED CONTRIBUTION PENSION PLAN

RIDGEFIELD DEFINED CONTRIBUTION RETIREMENT SAVINGS PLAN

1. Effective Date. Employees appointed to positions in the bargaining unit on or after July 1, 2011 shall be ineligible for participation in the defined benefit pension plan.
2. Mandatory Participation. An employee covered by this Agreement shall be required to participate in the Defined Contribution Retirement Savings Plan (the "DC Plan") as set forth in this Section, effective on date of appointment.
3. Mandatory Contributions. Immediately upon commencing participation in the DC Plan, each participant shall contribute five percent (5%) of his or her base pay to the DC Plan, and the Town shall contribute an additional five percent (5%) of the participant's base pay to the DC Plan.
4. Vesting. Each participant is always 100% vested in his or her employee contributions to his or her account in the DC Plan. Town contributions to the participant's DC Plan account shall be vested in accordance with the following scheduled:
 - 20% after 1 full years of service
 - 40% after 2 full years of service
 - 60% after 3 full years of service
 - 80% after 4 full years of service
 - 100% after 5 full years of service
5. Discretionary Employee Contributions. To the extent permitted by applicable law and regulations, each participant shall be permitted to defer amounts (in addition to the mandatory 5% employee contribution described in (2) above) to the DC Plan, on a pre-tax or after-tax basis, subject to Internal Revenue Code limitations.
6. Other. The Town shall be responsible for establishing and administering the DC Plan 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 DC Plan, and (b) amend the DC Plan, from time-to-time, in order to maintain its qualified status under the Internal Revenue Code. Each Participant shall direct the investment of his or her own account to one or more of the investment alternatives available.