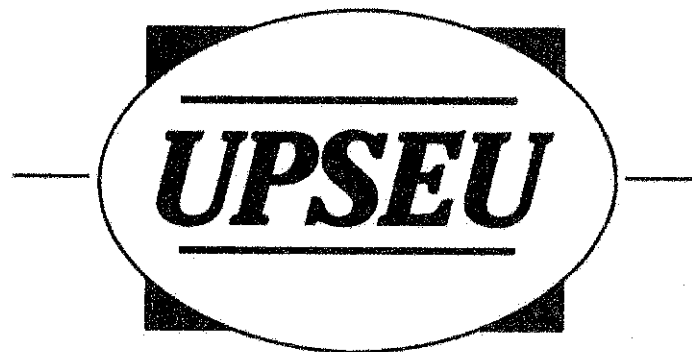


COLLECTIVE BARGAINING AGREEMENT

By and Between

TOWN OF RIDGEFIELD

and the



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

July 1, 2017 through June 30, 2021

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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. As a condition of employment, each employee shall pay a Union service fee for the duration of this Agreement. Each employee shall, as a condition of employment, become a member of the Union in good standing after thirty (30) days of employment or shall pay a Union service fee. Said Union service fee shall be certified by the Union to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

Section 3.02. The Town agrees to deduct from the wages of each employee who has voluntarily and individually signed a payroll deduction authorization card, for membership, or in the absence of such card, deduct an agency fee amount, a sum certified by an officer of the Union which represents Union dues or Union service fees. 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 3.03. 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 3.04. The Town shall notify the Union of any address change submitted by an employee.

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 fifteen (15) 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 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. Dispatchers, 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. The Fire Department Administrator shall work thirty-seven and one-half (37.5) hours per week, seven and one-half (7.5) hours per day, plus no less than one-half (1/2) hour unpaid lunch.

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. EMD Work Period. The work period shall consist of seven (7) days per week and twenty-four (24) hour per day coverage. Shifts are delineated below:

7 am to 3:00 pm; 3:00 pm to 11:00 pm; 11 pm to 7:00 am Monday through Fridays

7 am to 5:00 pm; 5:00 pm to 7:00 am on Saturdays and Sundays

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.

Section 11.07. EMD Schedule. The schedule will be posted at least 1 month in advance for shift coverage.

Section 11.08. EMD 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. Full time police dispatchers may swap shifts via mutual agreement and approval of the Chief and/or his/her designee, as outlined in Section 11.08.

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

Section 11.09. EMD Order-in Policy.

- (a) The EMD Dispatchers open shift list shall be a rotating list of full, part-time, and per diem dispatchers. The list will be a rotating list that includes all the department's civilian dispatchers. 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.
- (b) Open shifts will be Everbridged at approximately 1530 hours and will be filled by approximately 1930 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 Dispatcher at the top of the "open shift list" shall be ordered in for that particular shift.

- (e) Any part-time dispatcher shall have the option to be voluntarily removed from the rotating list, however, if they opt to be removed, they shall not be eligible for open overtime shifts for a period of one (1) year. Notice shall be given to the Chief of his/her designated designee.
- (f) The EMD Order-In Policy as outlined above shall be done on a one (1) year trial basis and be revisited by the Town and the Union prior to the end of the year. The parties may mutually agree to keep this policy in place or mutually agree to handle the EMD Order-In Policy as it was in the past.

Section 11.10. EMD Shift Limits. Under no circumstance, shall an Emergency Medical Dispatcher work more than 24 hours without an eight (8) hour break between shifts.

Section 11.11. EMD 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.

ARTICLE XII – HOLIDAYS

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

New Years Day	Columbus Day
Martin Luther King's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Day Before Christmas
Independence Day	Christmas Day
Labor 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.

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 12.6. Employees will not be paid for a holiday if they are out sick the day before or the day following a holiday, unless a doctor's note is provided.

Section 12.07. EMD Holidays. Part time emergency medical 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, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Day Before Christmas, Christmas Day. Holidays occur on the day the holiday actually falls versus the UPSEU Holiday schedule.

Full time employees 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 (not heart and hypertension benefits); (2) employees on vacation or funeral leave; and (3) employees on their regular day off.

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, 2018, the following vacation schedule will be applicable and the above vacation allotment will not be applicable:

<u>Length of Service as of December 31st</u>	<u>Vacation Eligibility That Calendar Year</u>
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	20 days
18 years	21 days
19 years	22 days
20 years	23 days
21 years	24 days
22 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:

<u>VACATION ENTITLEMENT</u>	<u>VACATION PAY DUE FOR EACH FULL MONTH WORKED (LESS ANY VACATION TAKEN)</u>
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 Personnel Administrator. 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 EMD Vacation. Employees will choose their vacation on a seniority basis and all vacation requests shall be submitted to the Chief 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 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 day.

Section 13.08. EMD Training. The Town shall pay a minimum of three (3) hours to attend training if an EMD 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. Any absences in excess of ten (10) paid days shall only be paid if the Department Head and/or the Personnel Administrator 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 Personnel Administrator 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 EMD. 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.

(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 Personnel Administrator. If the Department Head and/or the Personnel Administrator

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.

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 Personnel Administrator, three personal days per year. 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 Personnel Administrator 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.

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.

C. Personal Leave. 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.

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:

- 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-out-network deductible will be \$2,000 for single coverage and \$4000 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 shall be as follows:

- Effective July 1, 2016 and July 1, 2017 – 4 percent
- Effective July 1, 2018 – 5.5 percent
- Effective July 1, 2019 – 6.5 percent
- Effective July 1, 2020 – 7.5 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 \$2,400. Payment to those employees waiving coverage will be made on a pro-rated basis each month during the year.

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. Effective as soon as practicable following implementation of this Agreement, the Town shall establish a Dependent Care Assistance Plan with such limitations on contributions as set by law and/or IRS regulations.

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. 2017-2018

- (a) Effective and retroactive to July 1, 2017 each employee (including those who were hired or promoted on or after July 1, 2017 and prior to the signing of this agreement) shall receive a 2.5% general wage increase.
- (b) Any employee on probationary status at the time of ratification shall be eligible to receive the general wage increase, retroactive to July 1, 2017.

Section 17.03. 2018-2019

Effective July 1, 2018, the following shall apply:

- (a) A new wage grid shall be implemented which will increase the existing bottom and top of the range by 2.5%. The new grid will eliminate the MIN, MID, and MAX structure and will move to a 13 step wage grid.
- (b) Each Employee will receive a 2% increase into the step grid range and then be placed on the new grid, rounded up to the closest step.
- (c) Employees who are above the maximum or the step increase does not equal at least 2.25%, the Employee will be given a 2.25% increase.
- (d) Probationary employees as of July 1, 2018, shall not be entitled to any wage increase for this contract year.

Section 17.04. 2019-2020

Effective July 1, 2019, the following shall apply:

- (a) Each Employee shall receive a step increase
- (b) Employees who are above the maximum or the step increase does not equal at least 2.25%, the Employee will be given a 2.25% increase.
- (c) Probationary employees as of July 1, 2019, shall not be entitled to any wage increase for this contract year.

Section 17.05. 2020-2021

Effective July 1, 2020, the following shall apply:

- (a) Each Employee shall receive a step increase
- (b) Employees who are above the maximum or the step increase does not equal at least 2.5%, the Employee will be given a 2.5% increase.
- (c) Probationary employees as of July 1, 2020, shall not be entitled to any wage increase for this contract year.

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 classification. In order to be eligible for salary increases thereafter, newly hired employees must have six (6) 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 six (6) 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 Personnel 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 EMD dispatchers to required training. Failure for the EMD to maintain their certification will lead to disciplinary action up to and including termination. The Town shall offer the training program, but should an EMD not attend, the EMD must attend another training to maintain their certification, approved by the Chief. 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 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. EMD 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 Fire Department 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 Police and EMD 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), retroactive to July 1, 2017, subject to any applicable taxes.

ARTICLE XXI -DURATION

Section 21.01. This Agreement shall be in full force and effect as of July 1, 2017 and shall remain in effect through June 30, 2021. Only those provisions for which an effective date is specified shall have retroactive effect.

Section 21.02. In the event that the Town decides to enter into an agreement for regional dispatching of 911, fire, EMD and/or police calls, this Agreement shall be reopened for the purpose of bargaining over the impact of that decision on bargaining unit employees.

ARTICLE XXII - SUBSTANCE ABUSE PREVENTION

Section 22.01. EMD Policy. The Town and the Union recognize that the critical mission of fire and medical emergency response requires that all Emergency Medical 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 an Emergency Medical 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. EMD Employee Testing. Reasonable Suspicion Testing. Emergency Medical 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 an Emergency Medical 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 Emergency Medical 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. EMD Drug Testing. The urine sample shall be produced under the procedures of the medical facility to which the Emergency Medical Dispatcher is referred. Such procedures shall not include direct observation. The Emergency Medical Dispatcher shall be interviewed concerning recent food, beverage and prescription drug intake which could affect the test outcome. If an Emergency Medical Dispatcher is unable or unwilling to give a specimen at the time of the test, the Emergency Medical Dispatcher shall remain under observation until a specimen is obtained. The Emergency Medical 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 Emergency Medical 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 Emergency Medical Dispatcher may request that the third portion be submitted directly to another comparable lab for testing.

Section 22.04. EMD Alcohol Testing. Emergency Medical 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. EMD Testing Program Costs. The Town shall pay for all costs involving drug and alcohol testing except for any costs associated with the Emergency Medical Dispatcher's

submission of the third sample to a comparable laboratory for testing in which case the Emergency Medical Dispatcher shall bear the expense of the third test.

Section 22.06. EMD Rehabilitation. In the event there is confirmed evidence of drug or alcohol abuse, in the first instance, the Emergency Medical 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 Emergency Medical Dispatcher's satisfactory completion of the rehabilitation program and the employee's continuing participation in any prescribed follow up program. Upon reinstatement, an Emergency Medical 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 an Emergency Medical Dispatcher is found distributing, possessing or using an illegal substance while on duty or refuses to submit to a drug or alcohol test, the Emergency Medical 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. An Emergency Medical Dispatcher who voluntarily comes forward and asks for assistance to deal with an alcohol or drug problem shall not be disciplined unless the Emergency Medical 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 an Emergency Medical Dispatcher upon notice from the Town that he is to be scheduled for drug or alcohol testing is not a voluntary disclosure.

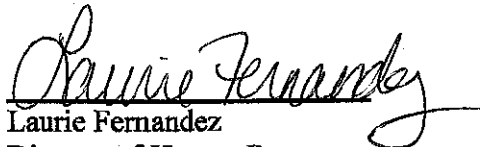
Section 22.07. EMD Records. Test results obtained as a result of the procedures described in this Article shall be maintained in the Emergency Medical Dispatcher's medical file, with a copy given to the Emergency Medical Dispatcher. Departmental reports shall be amended where necessary to conform to the test results. Documentation of any disciplinary action taken or commitments made during the rehabilitation program shall be maintained in the Emergency Medical 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 22nd day of January,
2018.

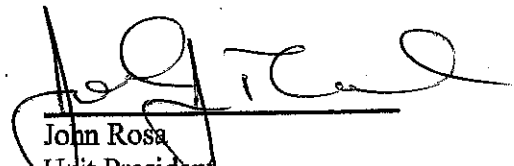
TOWN OF RIDGEFIELD


Rudy Marconi
First Selectman


Laurie Fernandez
Director of Human Resources

UPSEU, Unit 82


Kevin Boyle, Jr.
President


John Rosa
Unit President

Town of Ridgefield - UPSEU

Appendix A

2017-2018

DEPT.	TITLE	GRADE	MIN.	MID.	MAX.
Tax	Assistant Tax Collector	15	23.89	28.67	33.45
Town Clerk	Deputy Town Clerk	15	23.89	28.67	33.45
Finance	Municipal Accountant	13	22.11	25.98	29.82
Police	Sec/Records Administrator	12	21.05	24.72	28.40
Assessor	Assessment Administrator	12	21.05	24.72	28.40
P&R	Administrative Office Manager	12	21.05	24.72	28.40
Health	Health Department Administrator	12	21.05	24.72	28.40
Fire	Fire Department Administrator	12	21.05	24.72	28.40
Fire	Fire Emergency Medical Dispatcher	11	20.01	23.54	27.05
Police	Police Dispatcher	11	20.01	23.54	27.05
P & Z	Office Administrator	11	20.01	23.54	27.05
Health	Office Administrator	11	20.01	23.54	27.05
P & R	Office Administrator	11	20.01	23.54	27.05
Assessor	Assessment Clerk 2	11	20.01	23.54	27.05
Fire	Office Administrator	11	20.01	23.54	27.05
Building	Office Administrator	11	20.01	23.54	27.05
Tax	Administrative Clerk	11	20.01	23.53	27.05
P & R	Scheduling Coordinator	10	19.06	22.40	25.73
P & R	P & R Information Coordinator	10	19.06	22.40	25.73
Tax	Revenue Clerk	9	18.16	21.31	24.47
Soc. Services	Social Service Secretary	9	18.16	21.31	24.47
Town Clerk	Assistant Town Clerk	9	18.16	21.31	24.47
Assessor	Assessment Clerk 1	9	18.16	21.31	24.47
Town Clerk	Assistant Town Clerk	9	18.16	21.31	24.47
P&R	Program and Facilities Assistant/System Administrator	9	18.16	21.31	24.47
Police	Accounting Clerk	8	17.27	20.29	23.29
P&R	Member Services Coordinator	8	17.27	20.29	23.29
Public Services	Clerk	6	15.98	18.36	20.76
Police	Records Clerk	6	15.98	18.36	20.76
P&R	Program and Facilities Assistant	6	15.98	18.36	20.76
Engineering	Custodian II	5	15.21	17.50	19.79
P & R	Facilities Scheduler	5	15.21	17.50	19.79
Police	Custodian II	5	15.21	17.50	19.79
Tax Collector	Revenue Data Entry Clerk	4	14.48	16.64	18.84
Central Admin.	Switchboard Operator	4	14.48	16.64	18.84
P & R	Member Services Clerk	4	14.48	16.64	18.84
P & R	Custodian I	1	12.48	14.37	16.21

Appendix A with 2.5% increase and 13 Steps

DEPT.	TITLE	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
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
Fire	EMD 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
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 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
P&R	Administrative Office Manager	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
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
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
P & R	P & R Information 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
P&R	Program and Facilities Assistant/System Administrator	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	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
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	1	12.79	13.11	13.43	13.75	14.07	14.39	14.71	15.03	15.35	15.66	15.98	16.30	16.62

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.

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 50% 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 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:

- | | |
|---|--|
| <ul style="list-style-type: none"> ◦ Physician Office Visits ◦ Inpatient Hospital Services ◦ Outpatient Surgery Services ◦ Diagnostic X-rays/Lab Tests ◦ Emergency Hospital Services
(in-network coinsurance applies to both in-network and out-of-network) ◦ Inpatient and Outpatient Mental Health and Substance Abuse Services | <ul style="list-style-type: none"> ◦ Maternity Care ◦ Chiropractic Care ◦ Prescription Drugs ◦ Home Health Care and Hospice Care ◦ Physical, Speech, and Occupational Therapy 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.

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)

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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

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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.

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