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A g r e e m e n t
b e t w e e n
THE TOWN OF RIDGEFIELD
a n d
RIDGEFIELD MUNICIPAL EMPLOYEES
LOCAL 1303 OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO

This Agreement is entered into by and between the Town of Ridgefield, hereinafter "employer" and Ridgefield Municipal Employees Local 1303-142 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter "union".

ARTICLE I — RECOGNITION

Section 1.0. The Town recognizes Local 1303 of Council #4, AFSCME, AFL-CIO as the representative for the purposes of collective bargaining on behalf of all full-time employees of the Town of Ridgefield described as driver-laborers, landfill operators, and mechanics assigned to the Highway Department, parks maintainers assigned to the Parks and Recreation Department and full-time employees assigned to the Municipal Golf Course (excluding supervisors, office clerical and administrative personnel, seasonal and part-time employees as excluded by statute) and that Local 1303 is the exclusive representative of all said employees for the purpose of collective bargaining in respect to wages, hours and other conditions of employment, as certified by the State Labor Board in Decision Number 1965 dated December 10, 1980 and Decision Number 2528 dated October 24, 1986 and Decision Number 3 475 dated March 7, 1997.

ARTICLE II - UNION SECURITY

Section 2.0 All employees will be offered an opportunity to join the Union. Employees who elect to join the Union shall sign and deliver to the Union an authorization for the payroll deduction of membership dues/fees of the Union. Such authorization shall be delivered to the Town. Upon receipt of a signed authorization card, the Town agrees to deduct from the wages of the employee such Union dues/fees, and will provide the Union monthly with an itemized report consisting of the names of the employees and the amount of the dues deducted from each employee. Such deductions shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Town by written notice that the employee no longer desires to be a member of the Union. The Union reserves the right to modify and or replace any such authorization form.

Section 2.1 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

Section 2.3 The Town shall submit to the Union via a secure upload site provided by the Union an Excel spreadsheet containing the following information: Each bargaining unit employee's name, job title, worksite location, work telephone number, date of hire, work electronic mail address, home address and if authorized by the employee via written authorization provided to the Union, the employees home telephone number, and personal cellular mobile telephone number, and personal electronic mail address if on file with the town. Any written authorization required under this subsection may be revoked by the employee at any time and such authorization or revocation shall be

provided to the Union. The Town shall provide the Union such information, if possible, with real-time electronic transmission of new hire data but in no event later than ten days after such employee is hired or the first pay period of the month following the hiring of such employee, whichever is earlier.

Section 2.4 The Town shall provide each employee with a copy of this Agreement within thirty (30) days after its signing. New employees shall be given a copy of this Agreement on the attainment of seniority status.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.0. Except as specifically relinquished, abridged or limited by a specific provision of this Agreement, it is agreed that the Town has retained the usual management rights and that the right to manage the business of the Town and direct the working force of the Highway, Parks and Golf Course Departments is vested exclusively in the Town, which right shall include but shall not be limited to, the right to hire, promote, demote and transfer; to suspend, discharge or otherwise discipline for just cause; to maintain discipline and efficiency of employees and describe reasonable rules to that end which do not effect wages, hours or other terms and conditions of employment; to transfer or lay-off because of lack of work; to dismiss for proper cause; to determine the extent to which work or employment shall be increased or reduced, including the exclusive right to plan, direct and control the departmental operations; and to change methods, processes, equipment or facilities.

ARTICLE IV — SENIORITY

Section 4.0. The Town shall prepare and maintain a list of permanent employees, showing their seniority in length of service, and shall provide the Union President with a copy once each year in the month of July.

Section 4.1. New employees shall serve a probationary period of one (1) year or, three hundred sixty-five days from the date of hire. All employees who successfully complete the probationary period shall acquire seniority from the date of hire at the time of completion of the probationary period. Probationary employees shall be entitled to all the rights of permanent employees except that they shall not have the right to appeal disciplinary action taken against them by the Employer to arbitration. The President shall be promptly notified of all new hires.

Section 4.2. Reductions in workforce shall be made by seniority within each classification provided the remaining employees are capable of performing the required work in the reasonable judgment of the Employer. Employees shall be permitted to bump employees with less seniority in lower classifications provided they are capable of performing the required work in the reasonable judgment of the Employer. Recall shall be in reverse order of layoff for a recall period of eighteen (18) months or length of service, whichever is less.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 5.0. The regular work week shall be Monday through Friday both inclusive. The hours of work shall be eight (8) hours per day and forty (40) hours per week, excluding one-half (1/2) hour unpaid lunch period during each work day.

From Memorial Day through Labor Day, the outdoor parks maintenance department will follow an altered 40-hour schedule, starting at 6:30 am to 3:00 pm, versus the 7:30 am to 4:00 pm they follow the remainder of the year.

The Golf course will continue its practice of altering the summer hours but will have up to ten (10) occasions, in-season (May 15 through September 15), where employees will be modified to work from 5:30 am to 2:00 pm for special events. Employees will be notified at least two (2) work days prior to these events for the altering of the ½ hour earlier start time.

Section 5.1. Overtime. Time and one-half (1-1/2) of the employee's straight time rate shall be paid for:

- a. All scheduled hours worked in excess of eight (8) hours in any day.
- b. All scheduled hours worked in excess of forty (40) hours in any work week.
- c. All hours worked on a day designated as a holiday by this Agreement in addition to the employee's regular holiday pay, except that double times the employee's straight time rate in addition to regular holiday pay shall be paid for all work performed on Christmas, Thanksgiving, and New Year's Day.
- d. Assignment of regularly scheduled weekend duties in-season at the Golf Course shall be continued and the employees shall be paid for time worked to complete the assigned duties. There is no minimum call-in pay.
- e. The Town and the Union recognize that, at the Golf Course, the Superintendent and Assistant Superintendent may perform bargaining unit work pursuant to past practice.

Section 5.2. Callback If an employee is called back from off duty status to work overtime, he shall be guaranteed a minimum of four (4) hours at overtime pay rates.

Section 5.3. Breaks. Under normal operating circumstances, employees shall be granted a coffee break during the first half and the second half of each work shift and each such coffee break shall not exceed fifteen (15) minutes. At the Golf Course, employees shall be granted one A.M. break pursuant to past practice. For Public Works, the 15-minute coffee breaks will commence after 1 person on a job site has gone and returned with the coffee order for the group. For the Golf Course employees, the 1/2hr morning break will continue, and includes any time taken to leave the course to get break food/coffee. For the Parks department, the staff may pick up break on the way to the worksite and take their 15 minutes at the job site, or can leave the job site and take break for a total of 15 minutes – inclusive of getting their break if they leave. For all departments, lunch breaks are ½ hour only, inclusive of

leaving any job site to take lunch. Any personal banking or errands must be done on break, lunch or after working hours.

Section 5.4. Overtime shall be distributed as equitable as practicable among those who desire to work overtime and are capable of performing the required work. Scheduled overtime will be assigned to the next worker in line on the overtime sheet. If he/she declines the overtime, the next worker will be asked and so on down the list to the last worker on the overtime sheet has been asked. If no worker accepts the overtime voluntarily then the assignment becomes mandatory and the first person on the list will be required to report for the overtime assignment. The list used will be based on seniority, least senior employee ordered in first, most senior offered the assignment first when this list is started. Thereafter if a person on the list refuses an overtime assignment, they go to the bottom of the list. Should the mandatory overtime worker find a qualified replacement that can operate whatever equipment is necessary for the job, they may substitute but will not be crossed off the overtime listing for mandatory assignments. Employees on pre-approved vacation will not be asked or ordered for the mandatory overtime. Supervisors will notify employees of mandatory overtime as soon as reasonably possible. In the highway department, if a mechanic accepts the overtime assignment, they must complete the whole assignment even if it occurs during their normal mechanic duties, which they would be excused from for that overtime duty assignment.

There is mandatory overtime for Highway and Parks Maintenance staff from November 15 through April 15. Due to weather events, unless on an approved vacation, employees will be required to report to work for weather related events. Reasonable efforts will be made to anticipate the start time of employees returning to work for these overtime assignments prior to the employees leaving their normal workday. Supervisors or managers may call employees, after they leave for the day, with a return time for weather events. In these situations only, the employee will be paid starting one (1) hour before the pre-determined return time, to cover the commute into the work place, only if the employee reports to work by the designated time. When necessary, employees may be called without warning for emergency weather events during this time period, and are expected to report to work within a reasonable time based on travel conditions and home location. Employees in this final scenario will be paid from the time of the call, as long as they arrive as promptly as reasonable based on the aforementioned conditions.

Section 5.5. Emergency Relief.

a. It is recognized that, during emergency conditions, such as snow storms, employees may be required to work extended periods of time without relief. In the event employees have responded to an emergency outside of their regular working hours and the emergency ends during their regular work shift, the employees may be relieved from duty without loss of pay if, as a result of responding to the emergency, they have worked at least sixteen (16) straight hours. The employees need not return to work for six (6) hours unless another emergency arises, in which event the employees must respond immediately regardless of the length of their relief. A skeletal crew of one-third of the drivers/laborers, one-half of the mechanics, a one-third of the Parks and Recreation employees must remain at work until the end of the shift, regardless of the consecutive hours they have worked. Those employees who must stay shall be assigned on a rotating basis. The purpose of this relief is for employees to be given an opportunity for a rest break. Therefore, during their regular working hours, employees shall not remain in public places within the Town when relieved from duty for rest and relief.

b. The Town will provide a food allowance if employees have worked twelve or more

consecutive hours. The allowance is based on the time of day the employee passes twelve hours of work, and will be \$15 for breakfast, \$15 for lunch, or \$20 for dinner. The allowance will be made with a pre-paid cards given to each employee at the beginning of the season, loaded with \$75.00, to be used for the purchase of their hot meals. Should the total number of storms and allowance exceed the \$75.00 in a season, new cards will be provided or additional money will be added to the cards. If the amount is less than the \$75 in the season, the card will remain with the employee and can be used for future purposes. If the employee uses more than the allotment per meal and charges it to the card, the card will not be refilled when the employee runs out. The card will only be refilled or replaced should the number of storms requires us to add additional funds, based on when the hot meal would have taken place. Therefore, should an employee choose to spend more on their meals than the allotment indicated above, he/she is responsible for the later purchases, not the Town.

Section 5.6 – Attendance and Tardiness:

The Town will be implementing a time and attendance system requiring employees to accurately reflect the time in (when they start working) and the time out (when they are done working) each day. This electronic or paper format will be used to accurately pay employees for their time worked. Failure to properly “punch-in” and “Punch-out” may result in disciplinary action.

Employees are expected to work their scheduled hours. Failure to arrive on time, work the scheduled shift, or leaving early may result in disciplinary action, and a reduction in pay, as you will be paid only for actual time worked. The Town will handle each situation on a case-by-case basis and understands there may be extenuating circumstances at times which will be considered and will use that in evaluating the level of/or decision to discipline.

ARTICLE VI — HOLIDAYS

Section 6.0 Recognized Holidays. Employees shall be entitled to eight (8) hours straight time pay in additional to having the day off for the following holiday:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Columbus Day
President’s Day	Veteran’s Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

Section 6.1. Holidays falling on a Saturday shall be celebrated on the preceding Friday. Holidays falling on a Sunday shall be celebrated on the following Monday. The parties, however, may mutually agree to celebrate a Saturday or Sunday holiday on a different day.

Section 6.2. Except for employees on injury leave (job connected), approved vacation, or an approved personal day, holiday pay shall be earned only if the employee is in the active employ of the Town at the time the holiday occurs. 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.

Employees absent the work day before or after a holiday may be paid if they provide a doctor's note for the missed day upon returning to work.

ARTICLE VII — VACATION

Section 7.0. Vacation Schedule. Vacation time at straight time shall be granted according to the following schedule:

- a. Employees with six (6) months continuous service but less than twelve (12) months of continuous service as of December 31 st of any year, will receive five (5) days of paid vacation leave in that calendar year.
- b. Employees with over twelve (12) months of continuous service but less than five (5) years of continuous service as of December 31st of any year, will receive ten (10) days of paid vacation leave in that calendar year and thereafter.
- c. Employees with over five (5) years of continuous service but less than ten (10) years of continuous service as of December 31st of any year, will receive fifteen (15) days of paid vacation leave in that calendar year and thereafter.
- d. Employees with over ten (10) years of continuous service as of December 31 st of any year, will receive fifteen (15) days of paid vacation leave in that calendar year, and thereafter plus an additional one (1) day per year of continuous service over ten (10) to a maximum total of twenty (20) days of paid vacation leave.
- e. Commencing January 1, 1990, employees with over eighteen (18) years of continuous service as of December 31 st of any year, will receive twenty-one (21) days of paid vacation leave in that calendar year, and thereafter plus an additional one (1) day per year of continuous service over eighteen (18) to a maximum total of twenty-five (25) days of paid vacation leave.

Section 7.1. Employees shall be granted their vacations throughout the year subject to the reasonable demands of the Town, and during the months of December, January, February and March, no more than one (1) employee per month shall be granted vacation time not to exceed one (1) week of each month. Whenever an employee is on vacation during December, January, February or March, the Town may hire a temporary replacement for the vacationing employee at a rate not to exceed the top step of the classification of the vacationing employee at the overtime rate. Vacation must be used in the year in which it is earned, except that an employee may carry over **no** more than five (5) vacation days into the next calendar year when department scheduling and workload so require. Payment in lieu of vacation is not allowed. In-season at the Golf Course, no more than one employee shall be on vacation at any given time.

Section 7.2. All employees shall indicate their vacation choices each year on a vacation calendar which shall be posted in the lunch room or supervisor's office of their respective departments and in the Maintenance room at the Recreation Center for those employees assigned there.

Vacation should be scheduled in advance, so that workloads and projects can appropriately be scheduled.

For vacations of three (3) or more consecutive days, a request must be submitted to the supervisor or foreman no less than one (1) week prior to the vacation.

For vacation in single day increments, we ask that employee sign up on the calendar with as much advanced notice as possible, so that supervisors and foremen can schedule work accordingly.

Section 7.3. To be eligible for vacation, an employee must have worked one day in the calendar year in which the vacation is to be taken and at least 500 hours work during the prior calendar year.

Section 7.4. Upon resignation, provided the employee gives and works a two week notice period, employees shall receive vacation pay for all unused vacation in accordance with the following schedule:

VACATION	<u>VACATION PAY DUE FOR EACH FULL MONTH WORKED</u> <u>ENTITLEMENT (LESS ANY VACATION TAKEN)</u>
-----------------	------------------------------------------------------------------------------------------------------------------

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

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

ARTICLE VIII - PAID AND UNPAID LEAVES

Section 8.0. Occasional Sick Leave.

- a. An occasional leave for illness or injury (not job-connected) shall mean the first eight (8) consecutive calendar days of any absence.
- b. For employees with more than six (6) months of continuous service, occasional days of absence due to illness or injury of the employee shall be paid up to an accumulated total of ten (10) days of paid absence in any calendar year.
- c. Unused paid occasional sick leave days may be accumulated from year to year without limit. While employed, an employee may draw against accumulated sick leave only to supplement short term disability benefits after the current year's ten (10) sick day allotment has been exhausted. At retirement, accumulated sick leave shall be paid at the rate of fifty percent (50%) for each day accumulated. Retirement shall mean immediate eligibility for normal

retirement under the terms of the Town of Ridgefield Highway Union Pension Plan.

Section 8.1. Income Protection Plan.

8.1.1. 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 service.

8.1.2. Short Term Disability.

- a. Short term disability shall apply to any extended absence for sickness or non-job-related injury of more than seven (7) consecutive calendar days.
- b. Weekly benefits will be paid in the amount of one hundred percent (100%) of the employee's regular base pay for a maximum duration of two (2) weeks if approved by the Department Head. If the Department Head does not approve all or part of the two (2) weeks, the employee, at his option, may use all or part of his unused occasional days for the un-paid portion of the two (2) weeks.
- c. 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 the weekly straight time earnings, provided the employee is under the care of a licensed physician. The doctor's certification should indicate the first day excused, through the anticipated return date, if known. Doctor's notes must be updated every doctor's visit or every thirty (30) days, whichever is sooner.
- d. Short term disability benefits may be supplemented by the employee drawing upon his accumulated sick leave, pursuant to sub-section 8.0.c., after the first two (2) weeks of absence to a maximum duration of twenty-six (26) weeks at a charge of one-third (1/3) day for each day supplemented.

8.1.3. Long Term Disability.

- a. An employee who, after twenty-six (26) weeks, continues to be totally disabled and unable to perform his own job shall be eligible for benefits under this Section for the length of the total disability up to a maximum of twenty-four (24) months from his last day of work. Thereafter, if the employee is totally and permanently disabled and unable to perform any other occupation or trade to which he is suited by reason of education, rehabilitation, or training, he shall continue to be eligible for benefits under this Section up to the normal retirement date of the Federal Social Security Act (presently age 65) exceptions may apply as outlined in the Disability Plan Documents provided by the insurer.
- b. Notwithstanding the foregoing, Subsection 8.1.3. a., after twelve (12) months of absence the employee shall be terminated from their active employment with the Town as outlined in Section 8.7 below.

- c. The long-term disability benefits shall be equal to fifty percent (50%) of the employee's normal monthly straight time earnings at the time of disablement less any payments for which he is eligible from Social Security and any other insurance or pension plan to which the Town has contributed.

Section 8.2. Leave of Absence. Leave of absence without pay may be granted for a period not to exceed one (1) year at sole discretion of Employer.

Section 8.3. Union Leave. Union officers shall be granted up to four (4) days per year without pay to attend official union functions.

Section 8.4. Jury Duty. The Town will pay an employee who is called for jury service, for each day of such service, the difference between the jury duty pay and the employee's regular straight time hourly rate for the number of hours he normally works on his regular shift but not more than eight (8) hours. The employee will present proof of service.

Section 8.5. Personal Leave. Up to three (3) days leave per year shall be granted at the sole discretion of the department head to each employee for pressing personal business provided the employee gives the reason for the request.

Section 8.6. Funeral Leave. In order to permit participation in and attendance at funeral services for a member of the immediate family of an employee, employees shall be entitled to a leave of absence with pay commencing with the day of death in accordance with the following schedule:

- a. Five (5) days commencing with the day of death in the event of the death of a spouse or child.
- b. Three (3) days commencing with the day of death in the event of the death of a mother, father, sister, brother, grandparent or grandchild or any blood relationship of an employee in the immediate residence with such employee.
- c. One (1) day commencing with the day of death in the event of the death of a mother-in-law, father-in-law, sister-in-law, or brother-in-law.

Section 8.7 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 8.8 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 essential functions of 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.

ARTICLE IX — WAGES

Section 9.0. All employees of this bargaining unit will participate in Direct Deposit of their paycheck. Employees will be allowed up to two (2) accounts for which they can deposit their paychecks. The hourly wage structure shall apply to Golf Course, Highway and Parks and Recreation employees: New Salary Structure as outlined in Appendix C attached. New hires will be brought into the new ranges.:

Effective retroactively to 7/1/2023 – 2.5% increase

Effective 7/1/2024 – 2.5% increase

Effective 7/1/2025 – 2.5% increase

Effective 7/1/2026 – 2.5% increase

New or active employees may pursue their CDL's and if successful will be placed in the CDL range for their position on the next step above their current base pay.

Current Mechanics who wish to pursue ASE certifications will be placed into the new range, at the same step in which they currently are, upon successfully producing their completed certification to the Town.

Section 9.1. Any employee assigned by the Superintendent or the Golf Course Manager to direct the work force in the absence of the Superintendent shall be paid an additional \$.25 per hour for all hours worked in that capacity.

Section 9.2. Employees who have completed the stated years of continuous service shall be entitled to longevity pay each year as follows:

Years of Continuous Service

Ten (10) Through Fourteen (14)	\$450
Fifteen (15) Through Nineteen (19)	600
Twenty (20) Through Twenty-Four (24)	750
Twenty-Five (25) Or More	900

Said longevity pay shall be paid to the employee in the regular biweekly check paid on the period next following the employee's anniversary date.

Section 9.3 Performance Appraisal System.

The Town will implement an annual performance appraisal system to review employees and their job performance in several areas that may include but are not limited to: Safety, Attendance, Dependability, Quantity of Work Performed, Quality of Work Performed, and the ability to take direction. These reviews, once shared with the employee, will become part of their personnel file. Employees will have a right to respond to their reviews and their response will also be included in their personnel file. An unsatisfactory review may be grieved through the grievance process outlined in Article XII.

ARTICLE X - INSURANCE AND PENSION

Section 10.0. Insurance. The Town agrees to continue in effect for the term of this Agreement the following group health and life insurance programs for all employees and their eligible dependents:

From 7/1/23 through 6/30/2024 the Town shall remain on the current benefit plan which mirrors the Connecticut State Partnership Plan 2.0 (SPP) for health benefits.

The current dental and vision plans will remain as outlined in the collective bargaining agreement

with the associated premium cost share as outlined.

1. The employee percentage share of such premium cost shall be as follows:

Effective July 1, 2023 – 6%

2. Effective 7/1/24 the medical plan will be replaced with a High Deductible Health Plan:

A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) or a Health Reimbursement Account (HRA) for those eligible for Medicare, as outlined in Appendix D. The Town shall contribute on the banking day closest to July 1, 2024 (but not before) to an employee's HSA in the amount of 50% of the applicable deductible in the 2023-2024 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. For all active participating employees are on the HDHP, the Town will contribute 50% of the applicable deductible into the employees' HSA or HRA account on the first banking day closest to July 1 (but not before) of each subsequent year.

- In addition, during the 2024-2025 Plan Year, the Town agrees to have an Emergency Fund available for loans for emergency medical purposes that arise in the 2024-2025 Plan Year. An employee may borrow emergency funds up to the maximum of that portion of the deductible which is not funded by the Town's contribution to the HSA (\$1,000 for an employee with individual coverage, \$2,000 for an individual with family coverage). The employee shall make application in writing to the Director of Human Resources for an Emergency Fund loan, with a copy of the medical bill or bills for which the loan is requested. The employee shall be required to repay the Town in full for an Emergency Fund loan by June 30, 2025. Repayment may be by payroll deduction (Post Tax) over the repayment period (with payroll authorization form signed at time of loan), or from the employee's HSA account, on a bi-weekly basis as the money is available, but no less than monthly repayments. If the employee separates from employment (resignation, discharge, retirement, death), a deduction of any balance due will be made from final pay and the employee is responsible for any additional un-repaid amount.

3. The employee percentage share of such premium cost for the HDHP plan shall be as follows:

Effective July 1, 2024 – 6%

Effective July 1, 2025 – 6%

Effective July 1, 2026 – 6%

4. A dental plan for the employee and the employee's eligible dependents with a seventy-five dollar (\$75.00) annual deductible per 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 - \$1,500.00.
5. Life and Accidental Death and Dismemberment Insurance in the amount of one and one-half times the employee's annual base wage rounded to the nearest thousand.
6. The Town may implement cost containment measures as recommended by the Town's insurance carrier, including but not limited to:

6a A mandatory pre-admission review of all elective admissions to a general hospital. The insured shall inform the attending physician of this pre-admission requirement. Failure to comply with this pre-admission review or failure to comply with the decision made by the Carrier (if the Carrier denies such request) will result in no reimbursement for covered hospital and physician's charges, and the expenses incurred by the insured will not be used to reduce the deductible or the out-of-pocket amounts provided for in this Article.

6b A mandatory second opinion program for non-emergency and/or elective surgical procedures, prior to surgery. In order for an insured to receive maximum allowable benefits provided for under the Medical Plan for non-emergency surgical procedures, the insured must, prior to the surgery, submit to the Plan Administrator a second surgical opinion supporting the need for such surgery from a qualified surgeon licensed and certified by the appropriate medical board in the state in which he or she has an established practice. Such surgeon shall not be affiliated with the same practice group as any other surgeon who prescribes the surgery or renders an opinion. Failure by the insured to obtain such an opinion will result in a 10% reduction (to a maximum of \$1,000) in the allowable benefits payable under the Medical Plan for such surgery. If the second opinion differs from the first, the Plan Administrator will authorize a third opinion at the request of the insured. Surgeon's charges for second opinions and authorized third opinions will be fully paid for by the Plan. The expenses incurred by the insured will not be used to reduce the deductible or the out-of-pocket amounts provided for in this Article.

6c. A mandatory program for pre-authorization of inpatient admissions for nonemergency and/or elective surgical procedures that can be performed safely on an outpatient basis. Whenever possible, surgical procedures which can be performed safely on an outpatient basis shall be performed on an outpatient basis. If such procedures are performed on an inpatient basis, there will be no reimbursement for hospital room and board charges connected with the performance of such procedures. If, in any particular case, performance of such surgical procedures on an outpatient basis is medically contraindicated, such room and board charges shall be reimbursed under the Plan in accordance with its Terms and Conditions. The attending physician's written confirmation of such contraindication shall be determinative. The expenses incurred by the insured will not be used to reduce the deductible or the out-of-pocket amounts provided for in this Article.

6d. Presurgical tests, diagnostic x-rays and other diagnostic tests shall be taken on an outpatient

pre-admission basis whenever possible. In cases where such tests or x-rays are taken on an in-patient basis, there will be no reimbursement for hospital room and board charges connected with the taking of such x-rays or tests unless the taking of such tests or x-rays on an out-patient basis is medically contraindicated. The attending physician's written confirmation of such contraindication shall be determinative. The expenses incurred by the insured will not be used to reduce the deductible or the out-of-pocket amounts provided for in this Article.

6e No reimbursement will be provided for non-emergency use of a hospital's emergency room. The treating physician's opinion will be determinative.

6f An insured will not be permitted to receive more than 50% of the maximum allowable benefits payable under the Medical Plan for any elective weekend hospital admission. This restriction will apply only to that portion of the confinement that pertains to the weekend of admission.

7. Prior to retirement, employees shall be given the opportunity to continue to participate in the medical insurance described in the collective bargaining agreement between the Town and the Union at the Town group rate to age of eligibility for Medicare. This option shall be offered to the employee one time only and must be elected as of the date of retirement. Such premiums shall be paid by the retiree on a monthly basis by authorization of a deduction from the retiree's monthly pension check. If the retiree fails to pay the monthly premium as required by the Town, the insurance shall be cancelled and shall not be renewable.
8. The Town shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Town makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Town makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom. This waiver on the part of the Union shall not extend to acts which may be committed by the Town or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.
9. Insurance Wavier - Notwithstanding the above, the employees may elect to waive all insurance coverage (dental, vision and medical) and in lieu thereof, to receive a payment of \$2,400 annually. Payment to those employees waiving coverage will be made on a pro-rated basis each month during the year and is subject to applicable payroll taxes. Each employee must sign-off annually on this election.

Section 10.1. All employees shall be covered under and in accordance with the provisions of the "Town of Ridgefield Highway Union Employee Pension Plan", as amended in part. Such amendments are set forth in the Pension Trust Summary attached hereto as Appendix A.

- a. Employee pension contributions shall be made weekly by payroll deduction and as set forth in Appendix A.
- b. The Pension Plan as amended as set forth in Appendix A shall remain in effect for those employees hired prior to July 1, 2011, without further negotiations until the expiration date of the Collective Bargaining Agreement between the Town and the Union which next succeeds this 2011-2015 Agreement.
- c. Employees hired on or after July 1, 2011 will be eligible for the Ridgefield Municipal Union Defined Contribution Plan benefits as outlined in Appendix A-1.

Section 10.2. Nothing in this contract shall prevent the Town from changing insurance carriers or self-insuring, provided that the level of benefits and administration covered by a substitute insurance carrier shall be at least equal to the level of benefits described in Section 10.0 above.

ARTICLE XI - MISCELLANEOUS PROVISIONS AND WORKING RULES

Section 11.0. Clothing Allowance.

Effective July 2023, on the pay day closest to, but after July 1st, each employee received a clothing allowance in the following amount: Three Hundred Fifty Dollars (\$350.00).

Starting in July 1, 2024, and each fiscal year thereafter, each employee shall receive a clothing allowance in the following amount: Five Hundred Dollars (\$500). Employees must use this allowance to purchase clothing and submit for reimbursement or may spend it directly at the providers designated by the Town for Uniform shirts and sweatshirts, and other work gear they choose.

Each employee will be required to wear t-shirts, long-sleeve t-shirts, polos, or sweatshirts with the Town of Ridgefield Logo on them. Individuals can buy these items anywhere and submit receipts for reimbursement or may use up to the \$500 at the designated providers for which the Town will pay directly for the purchases.

Should an employee choose to purchase their items elsewhere, they will responsible for getting the Town logo screened on their items.

Employees must wear the Town logo gear while working, along with the appropriate pants or shorts for the position and job they are in.

Effective immediately after the signing of this agreement, no employees may wear logos of local businesses, athletic teams, advertising slogans or brands, or any inappropriate comments on their clothing. No cut-off shorts or sleeve-less shirts are permitted. If acceptable to wear shorts for a specific job assignment, the shorts must be of a work quality material, not athletic shorts. Hats may display logos of sporting teams, or nationwide brand names similar to but not limited to John Deere,

Cat etc. No local vendors, political parties or slogans, or musician or other symbols should be displayed on any hats.

Should the Town select and approve a supplier prior to July 1, 2024, the Town may introduce the program early and supply the employees with a one-time \$150 allowance in the 2023-2024 fiscal year, to start the uniform purchases early.

Mechanics shall continue to be provided uniforms in lieu of clothing allowance in accordance with current practice.

Section 11.1. Safety Gear. The Employer shall provide each employee with foul weather gear, i.e., rain hats, raincoats, rubber pants, gloves, etc., and shall replace them as necessary.

Each year, effective July 1, 2024 and thereafter, on the pay day closest to but after July 1st, each employee shall receive a boot allowance in the following amount: Two Hundred (\$200.00), subject to applicable taxes. Employees must wear OSHA approved work boots or other footwear which is approved for the assignment the employee is doing. Failure to wear approved footwear will result in disciplinary action. Sneakers and regular hiking boots are not permitted. Examples of approved work wear include but are not limited to: Steel toed work boots and muck boots.

Section 11.2. Safety Language. The Town agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for its employees. Employees are responsible to adhere to reasonable safety rules, regulations, and procedures as prescribed by the Town in accordance with uniform standards. Failure to wear safety gear provided, follow safety outline of protective equipment for the job assigned, will result in disciplinary action.

Section 11.3. Bulletin Boards. The employer shall provide a bulletin board in the Highway and Golf Course lunch rooms for the Union to post official notices.

Section 11.4. Discipline. No employee shall be discharged or otherwise disciplined without just cause.

Section 11.5. No Strike. While this agreement, or any extension thereof, is in effect, the Union will not aid, abet, instigate or sanction any strike, slowdown, or work stoppage or any other form of activity resulting in or intended to result in interference with or impediment to Town operations. The Employer shall not lock out its employees.

Section 11.6. Tools and Tool Allowance. The Town shall continue its past practice concerning the repair or replacement of mechanics' personal tools which are damaged while being used for Town work or which are stolen from Highway Department premises. The Town shall also continue to maintain an inventory of unique tools required for specialized work. The Town shall reimburse each mechanic in the Highway and Parks and Recreation Departments for the purchase of tools required for Town work upon receipt of evidence of such purchase in an amount not to exceed three hundred dollars (\$300.00) per year.

Section 11.7. Not more than three (3) employees shall be granted time off without loss of pay for negotiations with the Town provided that no more than two (2) employees shall be from the Highway Department and no more than one (1) employee shall be from the Parks Department. Meetings for

negotiations for an agreement to succeed this Agreement shall begin alternately at 10:00 a.m. and 2:00 p.m. unless the parties mutually agree to an alternative schedule. One employee from the Golf Course may attend, without loss of pay, negotiations sessions provided such sessions commence after 2:00 p.m. (out-of-season) and after working hours (in-season).

Section 11.8. Side Letter. The side letter concerning Deer Pick-Up shall be continued for the duration of this agreement and shall be increased to a total of \$600 dollars per year, for all individuals performing such work.

Section 11.9. Safety and Training Committee. The Town has established a safety and training committee for the Highway Department and another safety and training committee for the Parks and Golf Course Departments. The committees include employee representatives and meet at least quarterly to address training needs of the departments, the maintenance of technology for new and existing equipment, and safety/ equipment operational instruction.

The Town will make every effort to train all employees within their respective job class on all pieces of equipment needed for that specific role and to afford each employee the opportunity, if capable and qualified, to operate and perform all aspects of their job class. The Town will employ a voluntary training list, which employees may sign-up and request training on specific apparatus. Based on weather, and other factors affecting available training times, the training schedule and number of employees trained will vary.

Section 11.10. No bargaining unit employees shall have golf cart, golf course, or Town garage privileges.

Section 11.11. The Town shall offer each employee, upon completion of the probationary period, a vaccination series for Lyme's Disease. The Town shall reimburse the employee for any required health insurance co-payment.

Section 11.12 Cellular devices of any kind should only be used for emergency purposes while actively engaged in work. Limited personal calls/texts/e-mails will be allowed and should be done during the employee's normal break times, unless there is an emergency. Disciplinary action may occur for unauthorized or excessive personal use of cellular devices. The Town, once the system is in place, will provide a radio system for communications with supervisors and other staff. (Anticipated for March 2016)

Section 11.13 Policies for Nepotism and Whistleblower – Attached in Appendices D and E

Section 11.14

Should any federal statute or regulation pertaining to Internal Revenue Code Section 4980I, otherwise known as the Affordable Care Act, be mandated to take effect during the contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered in the parties' collective bargaining agreement, the parties agree to commence mid-term negotiations to address the excise tax in accordance with the Act.

Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design and premium cost share.

Other negotiated subject matter in the current collective bargaining agreement shall not be subject to this reopener.

Section 11.15. Harassment and Professional Conduct

Employees of the Town of Ridgefield are subject to the Charter and both State and Federal laws. With that, employees of the Town are required to take Sexual Harassment Awareness Training and other trainings in regard to workplace standards. Employees who violate these laws, harass other employees, or violate the Town Charter will be subject to disciplinary action up to and including termination, based on the severity of the offense. Inappropriate comments, sarcastic remarks, inappropriate nicknames are a few but not the only actions that may result in action by the Town. Employees working for the Town are public servants, and we are expected to serve the public with respect and each other.

Section 11.16 PW Mechanics who are active at the time of the signing of this agreement and wish to get ASE certified will be encouraged to pursue this goal. The Town will reimburse or fund the courses and once certified the employee will be moved into the new salary structure at the same Step they are currently. Those who choose to have the Town pay or reimburse their ASE certifications fees will be required to sign a promissory note at the beginning of this training and are subject to reimbursing the Town based on the schedule below, should they leave employment with the Town within three (3) years of completing the certification.

<u>Date of Resignation</u>	<u>Reimbursement Amount</u>
One year or less after completion of training	\$9,000
More than One to Two years after completion of training	\$6,000
More than Two to Three years after completion of training	\$3,000
More than Three years after completion of training	- 0 -

The Union is not responsible for any reimbursements owed the Town under this Section. The Town shall hold the Union harmless from any action against the Union arising out of this Section, with the exception of claims alleging a violation of the duty of fair representation.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 12.0. This procedure is established to seek an equitable resolution of problems that arise as a result of an employer-employee relationship.

Section 12.1. Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and maintain employee morale.

Section 12.2. Definition. A grievance for purposes of this procedure shall be considered to be an employee or Union complaint concerned with:

1. Discharge, suspension or other disciplinary action against an employee covered by this

Agreement.

2. Application and interpretation of the specific Articles and Sections of this Agreement. A grievant is defined as any employee and/or the Union.

Section 12.3. Time Extensions. Time extensions beyond those stipulated in this procedure may be arrived at by mutual agreement of the parties concerned, on a case-by-case basis.

Section 12.4. Grievances shall be processed in accordance with the following procedure:

STEP #1. Immediate Supervisor.

Within seven (7) work days of the time the grievant knew or should have known of the occurrence giving rise to a grievance, any grievant may, with or without a Union representative discuss his grievance with his immediate supervisor. Any grievances submitted by Golf Course employees shall be initiated at Step 2 of the grievance procedure within the time limits set forth for Step 1. For the purposes of this step, immediate supervisors include the Highway Foremen and the Parks Operations Supervisor (or Assistant Superintendent of Parks in his/her absence).

STEP #2. Department Head.

If the supervisor and the grievant cannot reach an agreement on the grievance, the grievance shall be transposed into writing, signed by the aggrieved and submitted to the head of the department within five (5) work days after the Step #1 discussion or, if there was no such discussion, within twelve (12) work days of the time the grievant knew or should have known of the occurrence given rise to the grievance. The Department head shall submit his decision in writing to the aggrieved employee and his representatives, if represented, within seven (7) work days of receipt of the grievance. For purposes of this step, Department Head will be the Director of Public Services for Highway and the Director Parks and Recreation for Parks.

STEP #3. First Selectman.

If the grievant and his representative, if represented, are not satisfied with the decision rendered by the Department Head, he or his representative shall submit the grievance in writing to the First Selectman within five (5) work days after receipt of the Step #2 response. The First Selectman shall, within ten (10) work days of receipt of the grievance, submit its decision in writing to the complainant and his representative, if represented.

STEP #4. Arbitration.

In the event that the Union feels that further review is justified, the Union may submit for arbitration grievances involving discharge to the American Arbitration Association in accordance with its Voluntary Rules, and grievances other than discharge to the Connecticut State Board of Mediation and Arbitration. Said submission to arbitration must be made within twenty (20) work days after the First Selectman's response was due.

Section 12.5. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Section 12.6. The decision in arbitration shall be final and binding and rendered in writing stating the reasons for the interpretation of the Agreement and its application to the particular case, but the Arbitrator shall have no authority to add to, enlarge upon, subtract from or in any way modify the terms of the Agreement or make any recommendations thereto.

Section 12.7. The costs of the arbitration shall be borne equally by both parties.

Section 12.8. One (1) steward and the grievant shall have time off with pay to process grievances at Step 1. One (1) steward or one (1) officer and the grievant shall have time off to process grievances at all subsequent steps of the grievance procedure.


ARTICLE XIII — DURATION

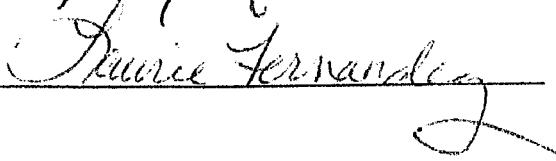
Section 13.0. Except as otherwise provided within the body of this Agreement, this Agreement shall be in full force and effect retroactively to July 1, 2023 and shall remain in effect until the end of the thirtieth day of June 2027, or any extension thereof.

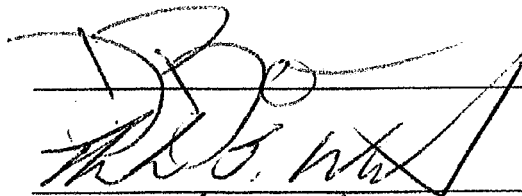
IN WITNESS WHEREOF, the parties have caused their names to be signed this 14th day of September, 2023.

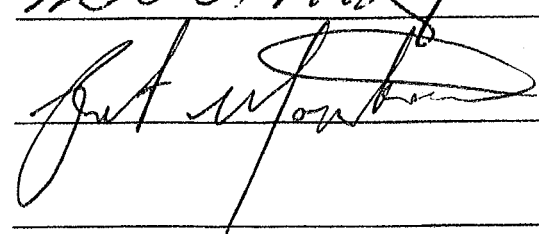
FOR THE TOWN OF RIDGEFIELD

**FOR THE RIDGEFIELD MUNICIPAL
EMPLOYEES LOCAL 1303-142 OF
COUNCIL #4, AFSCME, AFL-CIO**









_____ 9-14-23

TOWN OF RIDGEFIELD PENSION PLAN

PENSION TRUST SUMMARY

Highway Union Employees

NAME OF PLAN: TOWN OF RIDGEFIELD HIGHWAY UNION EMPLOYEE PENSION PLAN

EFFECTIVE DATE: June 1, 1964. As amended July 1, 1970, July 1, 1978, July 1, 1984, July 1, 1989, July 1, 1990, and July 1, 1999.

ANNIVERSARY DATE: July 1 of each and every year.

ELIGIBILITY: All Employees who were Participants in the Plan prior to July 1, 1990 shall continue to be Participants.

Employees employed on or after July 1, 1990, shall be eligible to participate in the Plan as of their date of employment.

PARTICIPATION: Commencing July 1, 1990, participation by eligible employees is mandatory.

COMPENSATION: Basic Compensation paid to a Participant, excluding bonuses, overtime pay and other extra compensation.

CONTRIBUTION: Commencing July 1, 1990, each Participant will contribute to the Plan monthly an amount equal to three percent (3%) of his monthly Basic Compensation; this contribution will increase to four percent (4%) commencing July 1, 1999. Such contributions will not be required for a period of more than thirty (30) years following the date of first contribution. Such contributions must be maintained during all periods of employment when the Participant is earning credit for Years of Service and is receiving any form of compensation from the Town or from an insurance program provided by the Town. Such contributions shall accumulate interest at the rate of 120% of the mid-term federal rate (AFR) as in effect for the first month of each plan year. Interest shall be compounded annually with no credit for fractional periods of a year.

HIGHWAY UNION EMPLOYEE

PENSION TRUST SUMMARY (Continued)

YEARS OF SERVICE: Employees will receive credit for each year of employment (July 1 through June 30) during which they have worked at least twenty (20) hours in each week of no less than five (5) months of the year, or for each year of employment (July 1 through June 30) during which they have worked at least one thousand (1,000) hours.

NORMAL

RETIREMENT DATE: Prior to July 1, 1995:

Participants will be eligible to retire on the earlier of:

1. The Anniversary Date nearest age sixty-five (65) or the completion of ten (10) Years of Service, whichever is later; or
2. The Anniversary Date nearest age sixty-two (62) or the completion of thirty (30) Years of Service, whichever is later.

Commencing July 1 995:

Participants will be eligible to retire on the earlier of

- a) The Anniversary Date nearest age sixty-two (62) or the completion of Ten (10) Years of Service, whichever is later; or
- b) The Anniversary Date nearest age fifty-five (55) or attained age plus completed Years of Service is equal to Eighty (80), whichever is later.

HIGHWAY UNION EMPLOYEE PENSION
TRUST SUMMARY (Continued)

NORMAL

RETIREMENT BENEFIT:

Upon his Normal Retirement Date, a Participant shall be eligible for a monthly pension payable for life in an amount computed as follows:

One-twelfth (1/12) of his Average Annual Compensation during the three (3) years preceding his Normal Retirement Date, multiplied by One and Four-Tenths Percent (1.4%) for each Year of Service rendered by the Participant prior to July 1, 1995 and Two Percent (2.0%) for each Year of Service rendered by the Participant beginning July 1, 1995 (up to a maximum credit of thirty (30) years). Participants who, upon their actual retirement date, have completed more than thirty (30) Years of Service will receive credit at the rate applicable to the thirty (30) Years of Service immediately preceding their actual retirement date.

E A R L Y

RETIREMENT DATE:

A Participant may retire early with the consent of the Employer on or after the Anniversary Date nearest his fiftieth (50th) birthday, provided he shall have completed ten (10) Years of Service and Plan Participation.

EARLY

RETIREMENT BENEFIT:

The Early Retirement Benefit for an eligible Participant will be the actuarial equivalent of accrued benefit and computed on his Average Annual Compensation during the three (3) years preceding his Early Retirement Date.

DEFERRED RETIREMENT: A Participant may defer his retirement beyond his Normal Retirement Date. At his actual retirement date, he shall receive the greater of his benefit based on his service credits and Average Annual Compensation as of his actual retirement date or the actuarial equivalent of his benefit as of the prior Anniversary Date.

HIGHWAY UNION EMPLOYEE PENSION
TRUST SUMMARY (Continued)

DEATH BENEFITS:

In the event of a death before retirement, the Participant's spouse or named beneficiary will receive an actuarially reduced pension as described in the plan document. Payable to spouse at age 62 (50% & S or 50% C & L), payable to any other beneficiary immediately (50% of 10 C & L).

In the event of death after retirement, unless a Participant has elected a retirement option other than a life annuity, there shall be no benefits payable.

VESTING:

If the employment of a Participant terminates prior to the completion of ten (10) Years of Service with the Town of Ridgefield, there shall be no benefits payable, except that the Participant may withdraw from the Pension Plan the amount of his contributions, plus such interest on such contributions as accrued to said Participant's account as of the date of termination of employment and such Participant shall receive no benefits at retirement.

If the employment of a Participant terminates on or after the completion of ten (10) Years of Service with the Town of Ridgefield, but prior to retirement, he shall be entitled to his accrued monthly retirement benefit payable upon his Normal Retirement Date. Such Participant may withdraw his contributions, with interest, and receive reduced benefits on retirement calculated on the basis of the Town's contributions to the Pension Plan on the Participant's behalf.

The Participant's accrued monthly retirement benefit shall be determined by calculating his projected monthly pension based on his three (3) year Average Annual Compensation and completed Years of Service.

HIGHWAY UNION EMPLOYEE PENSION TRUST SUMMARY (Continued)

VESTING: (Cont.)

Participants who terminate their employment prior to July 1, 1995 and after the completion of ten (10) Years of Service with the Town of Ridgefield may withdraw their contributions, with interest, without reduction of their vested pension benefit.

EMPLOYEE
PLAN ELECTION:

Participants in the Plan prior to July 1, 1990 were given a one-time-only opportunity to elect to remain covered by the terms of the Plan as amended through July 1, 1989. In consideration for said Participants' irrevocable waiver of any and all entitlement to the additional benefits provided by the July 1, 1990 amendments to the Plan, said Participants are not required to make employee contributions to the Plan. The pension benefits of those Participants who exercised said election, by executing an irrevocable waiver, will be determined by the terms of the Plan as amended through July 1, 1989.

APPENDIX A-1

TOWN OF RIDGEFIELD

RIDGEFIELD MUNICIPAL UNION DEFINED CONTRIBUTION 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 pension plan set forth in Appendix A.
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.

Appendix B.

Town Vehicle Usage Policy

I. General Provisions

- A. Town vehicles are to be used for the performance of Town business only, as outlined in Section 11-3 of the Town Charter. Employees using Town vehicles other than for authorized purposes shall be subject to disciplinary action up to and including termination.
- B. Operators of Town vehicles must possess a valid operators license and provide a copy of their current license to the Human Resources Department. Department of Motor Vehicle driving history background checks will be required for anyone using Town Vehicles on an annual basis or such other time as requested by the Town. Refusal to consent to the background check will result in disciplinary action.
- C. Town vehicles shall be parked overnight at approved Town locations as designated by the Town.
- D. Town vehicles shall be clearly marked with a Town of Ridgefield decal.
- E. This policy shall not apply to Emergency Vehicles of the Police and Fire Departments. Other exceptions to this general Town Vehicle Policy may be granted on a case-by-case basis, only with the approval of the First Selectman.

II. Vehicle Assignment

- A. Town vehicles shall normally be assigned on a 24 hour / 7 day per week basis only to those employees who are expected to immediately respond to emergencies during non-business hours.
- B. The Town vehicle should be used, out of the Town, for official Town business only.
- C. Town vehicles may be issued to a Department Head for department-wide use. Any vehicles assigned for department wide use shall also be made available for all other Town departments when not engaged in use by the assigned department. Department heads shall ensure that all operators who are given access to a Town Vehicle are made aware of this policy.

- D. Individuals assigned a Town vehicle, which is approved for use for commuting to and from work, will be subject to current IRS regulations and Code provisions. If the assigned individual's commuting miles change, he/she must notify Human Resources of such change.
- E. Members of Town Board and Commissions are not authorized to use Town vehicles unless authorized by the First Selectman.
- F. Any employees normally assigned a Town vehicle (other than Emergency Personnel and the First Selectman) who is out of the office on vacation, personal time or extended sick leave, shall ensure that his/her assigned vehicle is made available for Town use during such vacation, personal time, or extended sick leave by leaving the assigned vehicle in the designated Town parking lot.
- G. The Town in its sole discretion may change or revoke any Town vehicle assignment at any time.
- H. The list of Approved Assigned Vehicles is attached in Appendix A.

III. Maintenance and Operation reports

- A. Town vehicle operators shall promptly report any vehicle damage and mechanical problems.
- B. A vehicle usage log shall be kept at the Town maintenance garage for each Town vehicle for the purpose of recording mileage and maintenance information.
- C. Any individual who does not properly clean, care for and maintain an assigned vehicle, may have their assigned vehicle privilege revoked.

IV. Accident Reports

- A. Town vehicle operator shall promptly report any accident to local law enforcement authorities and their immediate supervisor. The Supervisor shall forward the report to the Safety Director for action as required.
- B. In the event of an accident, any operator of a Town vehicle shall promptly complete any report of the accident that may be requested by the Town.

V. Use of Cellular Phones

- A. It is the policy of the Town of Ridgefield to prohibit the use of cellular phones while operating (1) a Town owned vehicle; or (2) a personal vehicle while on Town Business, unless a hands-free device is used. For the purpose of this policy, "use" shall mean dialing, answering, talking, or listening to a cellular phone while the vehicle is in motion. Employees may request hands-free cellular devices through the Safety Director.

- B. Nothing in this policy shall prohibit the use of a cellular phone in the event of an emergency to contact law enforcement, public safety personnel or emergency medical technicians, or similar emergency officials.

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INSERT SALARY SCHEDULE – Appendix C HERE

SALARY SCHEDULE










		<u>2.50%</u> <u>7/1/2023</u>	<u>2.50%</u> <u>7/1/2024</u>	<u>2.50%</u> <u>7/1/2025</u>	<u>2.50%</u> <u>7/1/2026</u>
Highway CDL Driver/Laborer					
	Step 1	\$31.95	\$32.75	\$33.57	\$34.41
	Step 2	\$33.17	\$34.00	\$34.85	\$35.72
	Step 3	\$34.39	\$35.25	\$36.14	\$37.04
	Step 4	\$35.62	\$36.51	\$37.42	\$38.35
	Step 5	\$37.75	\$38.70	\$39.66	\$40.66
Highway Laborer *					
	Step 1	\$29.31	\$30.05	\$30.80	\$31.57
	Step 2	\$30.53	\$31.30	\$32.08	\$32.88
	Step 3	\$31.76	\$32.55	\$33.36	\$34.20
	Step 4	\$32.98	\$33.80	\$34.65	\$35.51
	Step 5	\$34.20	\$35.05	\$35.93	\$36.83
PW Mechanic					
	Step 1	\$34.77	\$35.64	\$36.53	\$37.45
	Step 2	\$35.99	\$36.89	\$37.82	\$38.76
	Step 3	\$37.22	\$38.15	\$39.10	\$40.08
	Step 4	\$38.44	\$39.40	\$40.38	\$41.39
	Step 5	\$40.65	\$41.66	\$42.71	\$43.77
PW Mechanic - ASE Certified					
	Step 1	\$36.75	\$37.67	\$38.61	\$39.58
	Step 2	\$38.00	\$38.95	\$39.92	\$40.92
	Step 3	\$39.25	\$40.23	\$41.24	\$42.27
	Step 4	\$40.51	\$41.52	\$42.56	\$43.62
	Step 5	\$42.70	\$43.76	\$44.86	\$45.98
Parks Mechanic (CDL Required)					
	Step 1	\$32.56	\$33.38	\$34.21	\$35.07
	Step 2	\$33.78	\$34.63	\$35.49	\$36.38
	Step 3	\$35.00	\$35.88	\$36.78	\$37.70
	Step 4	\$36.23	\$37.13	\$38.06	\$39.01
	Step 5	\$38.36	\$39.32	\$40.31	\$41.31
Groundskeeper/Laborer *					
	Step 1	\$29.31	\$30.05	\$30.80	\$31.57
	Step 2	\$30.53	\$31.30	\$32.08	\$32.88
	Step 3	\$31.76	\$32.55	\$33.36	\$34.20
	Step 4	\$32.98	\$33.80	\$34.65	\$35.51
	Step 5	\$34.20	\$35.05	\$35.93	\$36.83
Groundskeeper/ CDL *					
	Step 1	\$31.95	\$32.75	\$33.57	\$34.41
	Step 2	\$33.17	\$34.00	\$34.85	\$35.72
	Step 3	\$34.39	\$35.25	\$36.14	\$37.04
	Step 4	\$35.62	\$36.51	\$37.42	\$38.35
	Step 5	\$37.75	\$38.70	\$39.66	\$40.66
Greenskeeper/Laborer *					
	Step 1	\$29.31	\$30.05	\$30.80	\$31.57
	Step 2	\$30.53	\$31.30	\$32.08	\$32.88
	Step 3	\$31.76	\$32.55	\$33.36	\$34.20
	Step 4	\$32.98	\$33.80	\$34.65	\$35.51
	Step 5	\$34.20	\$35.05	\$35.93	\$36.83
Greenskeeper/Mechanic					
	Step 1	\$31.65	\$32.44	\$33.25	\$34.08
	Step 2	\$32.87	\$33.69	\$34.53	\$35.39
	Step 3	\$34.09	\$34.94	\$35.81	\$36.71
	Step 4	\$35.31	\$36.19	\$37.10	\$38.02
	Step 5	\$37.45	\$38.38	\$39.34	\$40.33

* Current Employees will be kept at their wages plus the general wage increase as reflected in the agreement. New hires will be brought into the new ranges. This does not prevent current Parks Maintainers from getting their CDL's and moving to the higher grades and steps. New hires will be able to move into the CDL ranges once completed and able to function in those jobs.

INSERT HDHP INFORMATION – APPENDIX D

Choice Plus plan details, all in one place.

Use this benefit summary to learn more about this plan's benefits, ways you can get help managing costs and how you may get more out of this health plan.

Check out what's included in the plan	Choice Plus
 <p>Network coverage only You can usually save money when you receive care for covered health care services from network providers.</p>	<input type="checkbox"/>
 <p>Network and out-of-network benefits You may receive care and services from network and out-of-network providers and facilities — but staying in the network can help lower your costs.</p>	<input checked="" type="checkbox"/>
 <p>Primary care physician (PCP) required With this plan, you need to select a PCP — the doctor who plays a key role in helping manage your care. Each enrolled person on your plan will need to choose a PCP.</p>	<input type="checkbox"/>
 <p>Referrals required You'll need referrals from your PCP before seeing a specialist or getting certain health care services.</p>	<input type="checkbox"/>
 <p>Preventive care covered at 100% There is no additional cost to you for seeing a network provider for preventive care.</p>	<input checked="" type="checkbox"/>
 <p>Pharmacy benefits With this plan, you have coverage that helps pay for prescription drugs and medications.</p>	<input checked="" type="checkbox"/>
 <p>Tier 1 providers Using Tier 1 providers may bring you the greatest value from your health care benefits. These PCPs and medical specialists meet national standard benchmarks for quality care and cost savings.</p>	<input checked="" type="checkbox"/>
 <p>Freestanding centers You may pay less when you use certain freestanding centers — health care facilities that do not bill for services as part of a hospital, such as MRI or surgery centers.</p>	<input type="checkbox"/>
 <p>Health savings account (HSA) With an HSA, you've got a personal bank account that lets you put money aside, tax-free. Use it to save and pay for qualified medical expenses.</p>	<input checked="" type="checkbox"/>

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Schedule of Benefits, Riders, and/or Amendments, those documents govern. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

Here's a more in-depth look at how Choice Plus works.

Medical Benefits

	In Network	Out-of-Network
Annual Medical Deductible		
Single Coverage	\$2,000	\$2,000
Family Coverage	\$4,000	\$4,000

Any amount you pay for Covered Health Care Services applied to the Network Annual Deductible will be applied to the Out-of-Network Annual Deductible. Any amount you pay for Covered Health Care Services applied to the Out-of-Network Annual Deductible will be applied to the Network Annual Deductible.

No one in the family is eligible for benefits until the family coverage deductible is met.

You're responsible for paying 100% of your medical expenses until you reach your deductible. For certain covered services, you may be required to pay a fixed dollar amount - your copay.

	In Network	Out-of-Network
Annual Out-of-Pocket Limit		
Single Coverage	\$2,000	\$4,000
Family	\$4,000	\$8,000

Any amount you pay for Covered Health Care Services applied to the Network Out-of-Pocket Limit will be applied to the Out-of-Network Out-of-Pocket Limit. Any amount you pay for Covered Health Care Services applied to the Out-of-Network Out-of-Pocket Limit will be applied to the Network Out-of-Pocket Limit.

If more than one person in a family is covered under the Policy, the single coverage out-of-pocket limit does not apply.

Once you've met your deductible, you start sharing costs with your plan - coinsurance. You continue paying a portion of the expense until you reach your out-of-pocket limit. From there, your plan pays 100% of allowed amounts for the rest of the plan year.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Designated Network	Network	Out-of-Network
Preventive Care Services			
Preventive Care Services		No copay	30%*

Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a copay, co-insurance or deductible.

Includes services such as Routine Wellness Checkups, Immunizations, and Lab and X-ray services for Mammogram, Pap Smear, Prostate and Colorectal Cancer screenings.

	Designated Network	Network	Out-of-Network
Office Services - Sickness & Injury			
Primary Care Physician		No copay*	30%*

Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work.

Telehealth is covered at the same cost share as in the office.

	Designated Network	Network	Out-of-Network
Specialist		No copay*	30%*

Additional copays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery and lab work.

Telehealth is covered at the same cost share as in the office.

*After the Annual Medical Deductible has been met.

*Prior Authorization Required. Refer to CDC/SBIN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services	Designated Network	Network	Out-of-Network
Urgent Care Center Services		No copay*	No copay*
Virtual Care Services/Telehealth Services		No copay	No copay*
Emergency Care			
Ambulance Services - Emergency Ambulance			
Air Ambulance		No copay*	No copay*
Ground Ambulance		No copay*	No copay*
Ambulance Services - Non-Emergency Ambulance ¹			
Air Ambulance		No copay*	No copay*
Ground Ambulance		No copay*	No copay*
Dental Services - Accident Only			
<i>Limited to \$3,000 per year.</i>			
<i>Limited to a maximum of \$900 per tooth per year.</i>			
Emergency Health Care Services - Outpatient ¹		No copay*	No copay*
Inpatient Care			
Congenital Heart Disease (CHD) Surgeries ¹		No copay*	30%*
Habilitative Services - Inpatient ¹			
<i>Limit will be the same as, and combined with, those stated under Skilled Nursing Facility/Inpatient Rehabilitation Services.</i>			
Hospital - Inpatient Stay ¹			
		No copay*	30%*
Skilled Nursing Facility/Inpatient Rehabilitation Facility Services ¹			
		No copay*	30%*
<i>Limited to 60 visits per year Out of Network, Unlimited In Network</i>			
Outpatient Care			
Habilitative Services - Outpatient			
Manipulative Treatment		No copay*	30%*
Other therapies		No copay*	30%*
<i>Limits will be the same as, and combined with those stated under Rehabilitation Services - Outpatient Therapy and Manipulative Treatment.</i>			
Home Health Care ¹		No copay*	25%*
<i>Limited to 200 visits per year.</i>			
<i>One visit equals up to four hours of skilled care services. This visit limit does not include any service which is billed only for the administration of intravenous infusion.</i>			

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to CCC/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Designated Network	Network	Out-of-Network
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Lab, X-Ray and Diagnostic - Outpatient - Lab Testing¹

No copay*

No copay*

30%*

For Designated Network Benefits, laboratory services must be received from a Designated Diagnostic Provider. Network Benefits include laboratory services received from a Network provider that is not a Designated Diagnostic Provider.

Lab, X-Ray and Diagnostic - Outpatient - X-Ray and other Diagnostic Testing¹

No copay*

30%*

Major Diagnostic and Imaging - Outpatient¹

No copay*

30%*

You may have to pay an extra copay, deductible or coinsurance for physician fees or pharmaceutical products.

Physician Fees for Surgical and Medical Services

No copay*

30%*

Rehabilitation Services - Outpatient Therapy and Manipulative Treatment

Manipulative Treatment

No copay*

30%*

Other therapies

No copay*

30%*

Physical, Occupational Therapy and Speech Therapy Limited to 30 visits per therapy per year Out of Network, Unlimited In Network

Scopic Procedures - Outpatient Diagnostic and Therapeutic

No copay*

30%*

Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.

Surgery - Outpatient¹

No copay*

30%*

Therapeutic Treatments - Outpatient¹

No copay*

30%*

Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.

Supplies and Services

Diabetes Self-Management Items¹

The amount you pay is based on where the covered health care service is provided under Durable Medical Equipment (DME), Orthotics and Supplies or in the Prescription Drug Benefits Section.

For medically necessary covered insulin and noninsulin drugs, you should pay no more than \$25 per prescription up to a 30-day supply. For medically necessary covered diabetes and diabetic ketoacidosis devices, you should pay no more than \$100 per prescription up to a 30-day supply.

Diabetes Self-Management and Training/Diabetic Eye Exams/Foot Care¹

The amount you pay is based on where the covered health care service is provided.

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to CC/Cy/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Designated Network	Network	Out-of-Network
Durable Medical Equipment (DME), Orthotics and Supplies ¹		No copay*	30%*
<i>Limited to a single purchase of a type of DME or orthotic every 3 years.</i>			
<i>Repair and/or replacement of DME or orthotics would apply to this limit in the same manner as a purchase. This limit does not apply to wound vacuums.</i>			
Enteral Nutrition		No copay*	30%*
Hearing Aids		No copay*	30%*
<i>Limited to a single purchase per hearing impaired ear every 24 months.</i>			
Ostomy Supplies		No copay*	30%*
Pharmaceutical Products - Outpatient		No copay*	30%*
<i>This includes medications given at a doctor's office, or in a covered person's home.</i>			
Prosthetic Devices ¹		No copay*	30%*
Urinary Catheters		No copay*	30%*
Pregnancy			
Pregnancy - Maternity Services ¹		The amount you pay is based on where the covered health care service is provided except that an Annual Deductible will not apply for a newborn child whose length of stay in the Hospital is the same as the mother's length of stay.	
Mental Health Care & Substance Related and Addictive Disorder Services			
Inpatient ¹		No copay*	30%*
Outpatient		No copay*	30%*
Partial Hospitalization ¹		No copay*	30%*
Other Services			
Acupuncture Services		No copay*	30%*
<i>Limited to 20 treatments per year.</i>			
Cellular and Gene Therapy ¹		The amount you pay is based on where the covered health care service is provided.	
<i>For Network Benefits, Cellular or Gene Therapy services must be received from a Designated Provider.</i>			
Clinical Trials ¹		The amount you pay is based on where the covered health care service is provided.	

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to CCO/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

	Designated Network	Network	Out-of-Network
Craniofacial Disorders¹ <i>Limited to Covered Persons eighteen years of age or younger when prescribed by a craniofacial team recognized by the American Cleft Palate Craniofacial Association. This does not provide coverage for cosmetic surgery.</i>			The amount you pay is based on where the covered health care service is provided.
Dental Services¹			The amount you pay is based on where the covered health care service is provided.
Developmental Needs of Children & Youth with Cancer			The amount you pay is based on where the covered health care service is provided.
Early Intervention Services		No copay*	No copay*
Fertility Preservation for Iatrogenic Infertility¹		No copay*	30%*
Gender Dysphoria¹			The amount you pay is based on where the covered health care service is provided or in the Prescription Drug Benefits Section.
Hospice Care¹		No copay*	30%*
Infertility Services¹			The amount you pay is based on where the covered health care service is provided.
Lyme Disease Services <i>Coverage for Lyme disease treatment including up to thirty days of intravenous antibiotic therapy and/or sixty days of oral antibiotic therapy.</i>			The amount you pay is based on where the covered health care service is provided.
Medical Foods¹ <i>Limited to medically necessary amino acid modified preparations and low protein modified food products for children up to age 12 under the direction of a Physician.</i>			The amount you pay is based on where the covered health care service is provided.
Obesity - Weight Loss Surgery¹ <i>For Network Benefits, obesity - weight loss surgery must be received from a Designated Provider.</i>		No copay*	30%*
Pain Management			The amount you pay is based on where the covered health care service is provided.
Preimplantation Genetic Testing (PGT) and Related Services¹ <i>Benefit limits for related services will be the same as, and combined with, those stated under Infertility Services. This limit does not include Preimplantation Genetic Testing (PGT) for the specific genetic disorder. This limit includes Benefits for ovarian stimulation medications provided under the Outpatient Prescription Drug Rider.</i>		No copay*	30%*
Reconstructive Procedures¹			The amount you pay is based on where the covered health care service is provided.
Rehabilitation Services - Vision Therapy <i>Unlimited visits per year.</i>		No copay*	30%*

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to C/CY/SBN.

What You Pay for Services

Copays (\$) and Coinsurance (%) for Covered Health Care Services

Designated Network

Network

Out-of-Network

Temporomandibular Joint (TMJ) Services¹

The amount you pay is based on where the covered health care service is provided.

Transplantation Services¹

The amount you pay is based on where the covered health care service is provided.

Vision Exams

No copay*

50%*

Limited to 1 exam per year.

Wigs

No copay*

30%*

Wigs - Cancer Related

No copay*

30%*

Limited to wigs and other scalp hair prosthesis for a Covered Person who suffers hair loss as a result of chemotherapy when prescribed by a licensed oncologist.

Wound Care Supplies

No copay*

30%*

Limited to wound care supplies for the treatment of epidermolysis bullosa as described in Section 1 of the COC.

*After the Annual Medical Deductible has been met.

¹Prior Authorization Required. Refer to COC/SBN.

Pharmacy Benefits

Pharmacy Plan Details	
Pharmacy Network	National
Prescription Drug List	Traditional

In Network and Out of Network

Annual Pharmacy Deductible	
Individual	See the Annual Medical Deductible section
Family	See the Annual Medical Deductible section

Annual Deductible - Network and Out-of-Network

The Pharmacy Deductible is the amount you pay for pharmacy expenses per year before you begin to receive Pharmacy Benefits.

Prescription Drug Product Tier Level	Up to a 31-day supply		Up to a 90-day supply
	Retail and Specialty Pharmacy Network	Out-of-Network Pharmacy	Mail Order Network Pharmacy**
Tier 1 \$	No copay*	No copay*	No copay*
Tier 2 \$\$	No copay*	No copay*	No copay*
Tier 3 \$\$\$	No copay*	No copay*	No copay*

* After the Annual Pharmacy Deductible has been met.

** Only certain Prescription Drug Products are available through mail order; please visit myuhc.com or call Customer Care at the telephone number on the back of your ID card for more information.

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3.

If you are a member, you can find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging into your account on myuhc.com or calling the Customer Care number on your ID card. If you are not a member, you can view prescription information at welcometohc.com > Benefits > Pharmacy Benefits.

For an out-of-network Pharmacy, you may have to pay the difference between the out-of-network reimbursement rate and the pharmacy's usual and customary charge.

Here's an example of how the plan's costs come into play.

1 At the start of your plan year...

You're responsible for paying 100% of your covered health services until you reach your **deductible**, which is the amount you pay before your health plan pays a portion.

YOU PAY 100%

2 Once you reach your deductible...

Your health plan starts to share a percentage of costs (the allowed amounts, excluding copays) for covered health care services with you—this is your **coinsurance**.*

YOU PAY 20%*
YOUR PLAN PAYS 80%

3 When you reach your out-of-pocket limit...

Your plan covers your costs (the allowed amount) at 100%. Your **out-of-pocket limit** is the most you'll pay for covered health services in a plan year—copays and coinsurance count toward this.

YOUR PLAN PAYS 100%

Along the way, you may also be required to pay a fixed amount (for example, \$15)—or **copay**—for covered health care services, such as seeing a provider or purchasing a prescription. You pay 100% of the copay, usually when you receive the service.

* Your coinsurance may vary by service. This example is for illustrative purposes only.

More ways to help manage your health plan and stay in the loop.



Search the network to find doctors.

You can go to providers in and out of our network — but when you stay in network, you'll likely pay less for care. To get started:

- Go to welcometouhc.com > **Benefits** > **Find a Doctor or Facility**.
- Choose **Search for a health plan**.
- Choose **Choice Plus** to view providers in the health plan's network.



Manage your meds.

Look up your prescriptions using the Prescription Drug List (PDL). It places medications in tiers that represent what you'll pay, which may make it easier for you and your doctor to find options to help you save money.

- Go to welcometouhc.com > **Benefits** > **Pharmacy Benefits**.
- Select **Traditional** to view the medications that are covered under your plan.



Access your plan online.

With myuhc.com®, you've got a personalized health hub to help you find a doctor, manage your claims, estimate costs and more.



Get on-the-go access.

When you're out and about, the UnitedHealthcare® app puts your health plan at your fingertips. Download to find nearby care, video chat with a doctor 24/7, access your health plan ID card and more.

Good stuff that's good to know.

I dig it!

Other important information about your benefits.

Medical Exclusions

Services your plan generally does NOT cover. It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

- Cosmetic Surgery
- Dental Care (Adult/Child)
- Glasses
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Inpatient Private-Duty Nursing
- Routine Foot Care
- Weight Loss Programs

Outpatient Prescription Drug Benefits

For Prescription Drug Products dispensed at a retail Network Pharmacy, you are responsible for paying the lowest of the following: 1) The applicable Copayment and/or Coinsurance; 2) The Network Pharmacy's Usual and Customary Charge for the Prescription Drug Product; and 3) The Prescription Drug Charge for that Prescription Drug Product. For Prescription Drug Products from a mail order Network Pharmacy, you are responsible for paying the lower of the following: 1) The applicable Copayment and/or Coinsurance; and 2) The Prescription Drug Charge for that Prescription Drug Product. For an out-of-Network Pharmacy, your reimbursement is based on the Out-of-Network Reimbursement Rate, and you are responsible for the difference between the Out-of-Network Reimbursement Rate and the out-of-Network Pharmacy's Usual and Customary Charge.

See the Copayment and/or Coinsurance stated in the Benefit Information table for amounts. We will not reimburse you for any non-covered drug product.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits based on criteria that we have developed. Supply limits are subject, from time to time, to our review and change.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits, or as allowed under the Smart Fill Program. Supply limits apply to Specialty Prescription Drug Products obtained at a Preferred Specialty Network Pharmacy, a Non-Preferred Specialty Network Pharmacy, an out-of-Network Pharmacy, a mail order Network Pharmacy or a Designated Pharmacy.

Before certain Prescription Drug Products are dispensed to you, your Physician, your pharmacist or you are required to obtain prior authorization from us or our designee to determine whether the Prescription Drug Product is in accordance with our approved guidelines and it meets the definition of a Covered Health Care Service and is not an Experimental or Investigational or Unproven Service. We may also require you to obtain prior authorization from us or our designee so we can determine whether the Prescription Drug Product, in accordance with our approved guidelines, was prescribed by a Specialist.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Out-of-Network Benefit for that Prescription Drug Product.

Certain Preventative Care Medications may be covered at zero costshare. You can get more information by contacting us at myuhc.com or the telephone number on your ID card.

Benefits are provided for certain Prescription Drug Products dispensed by a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy. The Outpatient Prescription Drug Schedule of Benefits will tell you how mail order Network Pharmacy and Preferred 90 Day Retail Network Pharmacy supply limits apply. Please contact us at myuhc.com or the telephone number on your ID card to find out if Benefits are provided for your Prescription Drug Product and for information on how to obtain your Prescription Drug Product through a mail order Network Pharmacy or Preferred 90 Day Retail Network Pharmacy.

Other important information about your benefits.

Pharmacy Exclusions

The following exclusions apply. In addition see your Pharmacy Rider and SBN for additional exclusions and limitations that may apply.

- A Pharmaceutical Product for which Benefits are provided in your Certificate.
- A Prescription Drug Product with either: an approved biosimilar, a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product.
- Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare).
- Any product dispensed for the purpose of appetite suppression or weight loss.
- Any product for which the primary use is a source of nutrition, nutritional supplements, or dietary management of disease, and prescription medical food products even when used for the treatment of Sickness or Injury, except for the following products when administered under the direction of a Physician: 1) amino acid modified preparations and low protein medical food products for the treatment of inherited metabolic diseases, as defined by state law; and 2) Specialized Formulas when such Specialized Formulas are Medically Necessary for the treatment of a disease or condition.
- Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by our PDL Management Committee, except that such review and approval of new Prescription Drug Products and/or new dosage forms will not be required for any drug prescribed to treat a covered indication so long as the drug has been approved by the United States Food and Drug Administration.
- Certain Prescription Drug Products for tobacco cessation.
- Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available.
- Certain compounded drugs.
- Diagnostic kits and products, including associated services.
- Drugs available over-the-counter.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Durable Medical Equipment, including certain insulin pumps and related supplies for the management and treatment of diabetes, for which Benefits are provided in your Certificate. Prescribed and non-prescribed outpatient supplies. This does not apply to diabetic supplies and inhaler spacers specifically stated as covered.
- Experimental or Investigational or Unproven Services and medications. This exclusion does not apply to drugs for the treatment of a disabling or life-threatening chronic disease or cancer that have not been approved by the Federal Food and Drug Administration for that indication.
- General vitamins, except Prenatal vitamins, vitamins with fluoride, and single entity vitamins when accompanied by a Prescription Order or Refill.
- Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).
- Medications used for cosmetic or convenience purposes, except for medications prescribed for gender identity reasons as outlined in your Certificate of Coverage. These medications require medical necessity review by Us.
- Prescription Drug Products dispensed outside the United States, except as required for Emergency treatment.
- Prescription Drug Products, including New Prescription Drug Products or new dosage forms, that we determine do not meet the definition of a Covered Health Care Service, except that such review and approval of new Prescription Drug Products and/or new dosage forms will not be required for any drug prescribed to treat a covered indication so long as the drug has been approved by the United States Food and Drug Administration.
- Publicly available software applications and/or monitors that may be available with or without a Prescription Order or Refill.

UnitedHealthcare does not treat members differently because of sex, age, race, color, disability or national origin.

If you think you weren't treated fairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator:

Online: UHC_Civil_Rights@uhc.com

Mail: Civil Rights Coordinator
UnitedHealthcare Civil Rights Grievance
P.O. Box 30608, Salt Lake City, UT 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free phone number listed on your ID card, TTY 711, Monday through Friday, 8 a.m. to 8 p.m. You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at:

http://www.hhs.gov/ocr/office/file/index.html.

Phone: Toll-free 1-800-368-1019, 1-800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services,
200 Independence Avenue, SW Room 509F, HHH Building
Washington, D.C. 20201

We provide free services to help you communicate with us such as letters in others languages or large print. You can also ask for an interpreter. To ask for help, please call the toll-free member phone number listed on your health plan ID card.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Please call the toll-free phone number listed on your identification card.

ATENCIÓN: Si habla español (**Spanish**), hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número de teléfono gratuito que aparece en su tarjeta de identificación.

請注意: 如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打會員卡所列的免費會員電話號碼。

XIN LU'U Y: Nếu quý vị nói tiếng Việt (**Vietnamese**), quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ở mặt sau thẻ hội viên của quý vị.

알림: 한국어 (**Korean**)를 사용하시는 경우 언어 지원 서비스를 무료로 이용하실 수 있습니다. 귀하의 신분증 카드에 기재된 무료 회원 전화번호로 문의하십시오.

PAALALA: Kung nagsasalita ka ng Tagalog (**Tagalog**), may makukuha kang mga libreng serbisyo ng tulong sa wika. Pakitawagan ang toll-free na numero ng telepono na nasa iyong identification card.

ВНИМАНИЕ: бесплатные услуги перевода доступны для людей, чей родной язык является русский (**Russian**). Позвоните по бесплатному номеру телефона, указанному на вашей идентификационной карте.

توضیحات: خدمات ترجمه رایگان در دسترس اعضای شرکت است که زبان مادری آن‌ها فارسی (**Farsi**) است. خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفاً با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

ATANSYON: Si w pale Kreyòl ayisyen (**Haitian Creole**), ou kapab benefisyè sèvis ki gratis pou ecle w nan lang pa w. Tanpri rele nimewo gratis ki sou kat idantifikasyon w.

ATTENTION: Si vous parlez français (**French**), des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le numéro de téléphone gratuit figurant sur votre carte d'identification.

UWAGA: Jeżeli mówisz po polsku (**Polish**), udostępniliśmy darmowe usługi tłumacza. Prosimy zadzwonić pod bezpłatny numer telefonu podany na karcie identyfikacyjnej.

ATENÇÃO: Se você fala português (**Portuguese**), contate o serviço de assistência de idiomas gratuito. Ligue gratuitamente para o número encontrado no seu cartão de identificação.

ATTENZIONE: in caso la lingua parlata sia l'italiano (**Italian**), sono disponibili servizi di assistenza linguistica gratuiti. Per favore chiamate il numero di telefono verde indicato sulla vostra tessera identificativa.

ACHTUNG: Falls Sie Deutsch (**German**) sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Bitte rufen Sie die gebührenfreie Rufnummer auf der Rückseite Ihres Mitgliedsausweises an.

注意事項: 日本語 (**Japanese**) を話される場合、無料の言語支援サービスをご利用いただけます。健康保険証に記載されているフリーダイヤルにお電話ください。

ترجمہ: اگر زبان شما فارسی (**Farsi**) است، خدمات امداد زبانی به طور رایگان در اختیار شما می باشد. لطفاً با شماره تلفن رایگانی که روی کارت شناسایی شما قید شده تماس بگیرید.

ध्यान दें: यदि आप हिंदी (**Hindi**) बोलते हैं, आपको भाषा सहायता सेवाएं, निशुल्क उपलब्ध हैं। कृपया अपने पहचान पत्र पर सूचीबद्ध टोल-फ्री फोन नंबर पर कॉल करें।

CEEBOOM: Yog koj hais Lus Hmoob (**Hmong**), muaj kev pab txhais lus pub dawb rau koj. Thov hu rau tus xov tooj hu deb dawb uas teev muaj nyob rau ntawm koj daim yuaj oim qhia tus kheej.

ΠΡΟΣΟΧΗ: Αν μιλάτε Ελληνικά (**Greek**), υπάρχει δωρεάν βοήθεια στη γλώσσα σας. Παρακαλείστε να καλέσετε το δωρεάν αριθμό που θα βρείτε στην κάρτα ταυτότητας μέλους.

PAKDAAR: Nu saritaem ti Ilocano (**Ilocano**), ti serbisyo para ti baddang ti lengguahe nga awanan bayadna, ket sidadaan para kenyan. Maidawat nga awagan iti toll-free a numero ti telepono nga nakalista ayan iti identification card mo.

DÍI BAA'ÁKONÍNÍZIN: Diné (**Navajo**) bizaad bee yániit'go, saad bee áka'anída'awo'ígíí, t'áá jíik'eh, bee ná'ahóót'i'. T'áá shqódi ninaaltsoos nit'izi bee nééhozinigíí bine'déé' t'áá jíik'ehgo béesh bee hane'í biká'ígíí bee hodiilnih.

OGOW: Haddii aad ku hadasho Soomaali (**Somali**), adeegyada taageerada luqadka, oo bilaash ah, ayaad heli kartaa. Fadlan wac lambarka telefonka khadka bilaashka ee ku yaalla kaarkaaga aqoonsiga.

ગુજરાતી (Gujarati): ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હો તો આપને ભાષાકીય મદદરૂપ સેવા વલના મૂલ્યે પરાપચ છે. મહેરબાની કરી તમારા આઈડી કાર્ડની સૂચિ પર આપેલી સભ્ય મોટેના ટોલ-ફ્રી નંબર ઉપર કોલ કરો.

Appendix E– Nepotism Policy

The intent and purpose of this policy is to establish uniform practices regarding the employment of full-time, part-time and seasonal employees of relatives by the Town of Ridgefield and to prevent the appearance of partiality in the hiring, promotion, demotion, assignment, discipline, performance review and transfer of employees.

The employment of relatives can cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts outside of the workplace can be carried into day-to-day working relationships. Further, the employment of relatives can cause scheduling conflicts that may work to the disadvantage of both the Town and its employees.

For the purposes of this policy the term “relative” shall include the following relationships: the employee’s spouse, including a partner in a Civil Union or a domestic partner (as defined by applicable state law), mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparent, stepchild, aunt, uncle, nephew, niece, grandparent, grandchild or cousin. The term also includes a daughter or son of an employee’s partner in a Civil Union or domestic partner.

Pre-existing employment relationships falling within the purview of this policy may be permitted to continue; however, that exception does not apply to promotions, reassignment, and transfers after the effective date of this policy, which are governed by this policy. Further, no personal employee relationship covered by this policy will be allowed to be maintained, regardless of the positions involved, if it creates a disruption or potential disruption in the work environment, creates an actual or perceived conflict of interest or is prohibited by any legal or regulatory mandate.

Relatives may not be hired if such employment would:

- Create a supervisor/subordinate relationship with a relative;
- Have the potential for creating an adverse impact on work productivity or performance;
- Create an actual or perceived conflict-of-interest;
- Allow one relative to influence the job assignments, promotional opportunities, compensation, discipline, and performance review of another relative; or
- Allow one relative to approve compensation for another relative.

This policy must be considered when hiring, assigning, promoting, demoting or transferring any employee. Should relationships addressed within this policy be identified with candidates for employment or current employees, the matter should be immediately reported to the Director of Human Resources and the following policies and procedures will be followed:

- A determination will be made whether the relationship is subject to the Town's Nepotism policy based on the conditions described above.
- If the relationship is determined to fall within one or more of the conditions described in this policy, reasonable efforts will be made by the Town to find a suitable position within the Town to which one of the employees will transfer if qualified for that position. If accommodations are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the Director of Human Resources in consultation with the Town's First Selectman, shall determine which employee must resign in order to resolve the situation.

The Town reserves the right to exercise appropriate managerial judgment to take such actions as may be necessary to achieve this intent of this policy. The Town reserves the right to vary from the guidelines outlined in this policy to address unusual circumstances on a case by case basis. It is the responsibility of every employee to identify to the Town's Director of Human Resources any potential or existing personal relationship which falls under the definitions provided in this policy. Employees who fail to disclose personal relationships covered by this policy will be subject to disciplinary action up to and including the termination of employment.

Appendix F– Whistleblower Policy

The intent of the Town of Ridgefield is to adhere to all laws and regulations that apply to the Town, and the underlying purpose of this policy is to support the Town's goal of legal compliance.

This whistleblowing policy is intended to cover protections for employees who raise concerns regarding the Town, such as:

- Incorrect financial reporting;
- Unethical practices;
- Unlawful activity;
- Activities that are not in line with Town policy; or
- Activities that otherwise amount to serious improper conduct.

The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Safeguards

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Retaliation of any kind for reporting concerns under this policy will not be tolerated. The Town of Ridgefield will not retaliate against an employee who in good faith has made a protest or raised a complaint against some practice of the Town or of another individual or entity with whom the Town has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or clear mandate of public policy. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments, and threats of physical harm. Employee who believes he/she is being retaliated against must contact the Director of Human Resources immediately. The right of protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

An employee who intentionally files a false complaint will be subject to discipline up to and including termination.

Procedures

Reporting: The whistleblowing procedure is intended to be used for serious and sensitive issues. Such concerns, including those relating to financial reporting, unethical or illegal conduct may be reported directly to:

The First Selectman or Director of Human Resources;

Any public body, defined as any public agency of the state or federal governments;

Employees may report to an anonymous tip line at the Ridgefield Police Department at 203-431-2345.

Employment-related concerns should continue to be reported through your normal channels such as your supervisor, the Director of Human Resources or the First Selectman.

Timing Reports should be made at the earliest opportunity once an employee has determined that a reportable situation has arisen.

The action taken by the Town in response to a report of concern will vary depending on the nature of the circumstances, but the Town will endeavor to act as promptly as reasonably possible to resolve the matter.

Initial Inquiries Initial review and inquiries will be made to determine whether an in depth investigation is appropriate, and the form that it should take. Some concerns may be resolved without the need for detailed investigation.

Further Information: Investigating the concern will depend on the nature of the issue and the clarity of information provided. Further information may be sought from or provided to the person reporting the concern.

Employees with any questions regarding this policy should contact the Director of Human Resources.