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TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	UNION SECURITY	1
ARTICLE III	MANAGEMENT RIGHTS	2
ARTICLE IV	SENIORITY	2
ARTICLE V	HOURS OF WORK. AND OVERTIME	2
ARTICLE VI	HOLIDAYS	4
ARTICLE VII	VACATION	4
ARTICLE VIII	PAID AND UNPAID LEAVES	6
ARTICLE IX	WAGES	9
ARTICLE X	INSURANCE AND PENSION	10
ARTICLE XI	MISCELLANEOUS PROVISIONS AND WORKING RULES	14
ARTICLE XII	GRIEVANCE PROCEDURE	16
ARTICLE XIII	DURATION	18
APPENDIX A	PENSION PLAN	19
APPENDIX B	TOWN VEHICLE USAGE POLICY	25

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 fulltime 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. Each employee who is a member of the bargaining unit and who is identified to the Town as having signed a check-off authorization card as of the execution date of this Agreement shall, as a condition of continued employment, remain a member of the Union in good standing or pay to the Union a service fee in an amount certified by the Union for the duration of this Agreement.

Section 2.1. The Town agrees to deduct from the paycheck of each employee who has signed a payroll deduction authorization card, sums certified by an officer of Local 1303, which represent Union dues or service fees. Deductions shall be made from each payroll period and shall be remitted to the designated officer of Local 1303 every month.

Section 2.2. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of by reason of action taken or not taken by the Town for the purpose of compliance with any provision of this Article.

Section 2.3. 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.

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.

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 shall provide a hot meal to each employee after the employee has worked twelve (12) consecutive hours.

ARTICLE VI — HOLIDAYS

Section 6.0 Recognized Holidays. Employees shall be entitled to eight (8) hours straight time pay in addition 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
Independence Day	Christmas Eve
	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 of their respective departments and in the Maintenance room at the Recreation Center for those employees assigned there.

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>
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- 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. 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. The following hourly wage structure shall apply to Golf Course, Highway and Parks And Recreation employees: New Salary Structure as outlined in Appendix C attached. Employees active at the time of the signing of this agreement will be entitled to the following General Wage increases and not subject to the minimums/maximums as outlined in the attached appendix. New hires will be brought into the new ranges. :

Effective 7/1/19 – 2.5% increase

Effective 7/1/20 – 2.5% increase

Effective 7/1/21 – 2.5% increase

Effective 7/1/22 – 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.

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 in a separate check to the employee in the pay 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:

Effective July 1, 2019, the Town shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits described in Section 10.0 of this agreement. The health plan benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. The current dental and vision plans will remain as outlined in the collective bargaining agreement with the associated premium cost share as outlined.

1. Promptly upon ratification of this Agreement and that of at least two (2) other bargaining units in the Town of Ridgefield, the Town shall apply to the State to admit this bargaining unit to the SPP. Should the Town's application be accepted, these provisions related to the SPP shall be implemented. Should the Town's application be rejected and reconsideration be denied, the parties shall negotiate over the provisions of this Article 10..

2. The premium rates shall be set by the SPP.

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

Effective July 1, 2019 – 4%

Effective July 1, 2020 – 5%

Effective July 1, 2021 – 6%

Effective July 1, 2022 – 6%

4. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non- participating or non-compliant employee. No portion or percentage shall be paid by the Town. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration by the SPP. In the event the HEP non-compliance/non-participation penalties change, employees will be subject to those changes as well.

5. In the event any of the following occur, the Town or the Union may reopen negotiations for the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
 - A. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - B. If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Town, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - C. If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.
6. In any negotiations triggered under subparagraph 5 above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Section 10 of the collective bargaining agreement to be the baseline for such negotiations.

For reference purposes, this is the plan in place prior to the July 1, 2019 implementation of the State partnership 2.0 plan. High Deductible Health Plan:

- 6a. 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 C. The Town shall contribute on July 1, 2015 to an employee's HSA in the amount of 50% of the applicable deductible in the 2015-2016 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. Once all employees are on the HDHP, the Town will contribute 50% of the applicable deductible into the employees' HSA or HRA account on July 1, 2016, and July 1, 2017, and July 1, 2018.

- In addition, during the 2016-2017 Plan Year, the Town agrees to have an Emergency Fund available for loans for emergency medical purposes that arise in the 2016-2017 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, 2017. 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.

7. 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.
8. 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.
9. The Town may implement cost containment measures as recommended by the Town's insurance carrier, including but not limited to:

9a 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.

9b 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.

9c. 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.

9d. 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 inpatient 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.

9e No reimbursement will be provided for non-emergency use of a hospital's emergency room. The treating physician's opinion will be determinative.

9f, 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.

10. 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.
11. 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.

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 retroactive from July 1, 2004 and each year thereafter on the pay day closest to, but after July 1st, each employee shall receive a clothing allowance in the following amount: Three Hundred Fifty Dollars (\$350.00).

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

Golf Course employees shall be required to wear uniform T-shirts and sweatshirts. The Town shall provide an initial issue of six (6) T-shirts and two (2) sweatshirts. Thereafter, replacements shall be obtained by the employees.

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. Effective July 1, 2004, the Employer shall also reimburse each employee for purchase of OSHA-approved work boots upon receipt of evidence of such purchase up to the following amount: One Hundred Fifty Dollars (\$150.00). Once provided, the employee must wear the work boots on the job. Failure to wear the approved work boots will result in disciplinary action.

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.

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.

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 employees 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 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered in the parties' 2015 - 2019 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 2015-2019 collective bargaining agreement shall not be subject to this reopener.

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 on **July 1, 2019**, and shall remain in effect until the end of the thirtieth day of **June, 2023** or any extension thereof.

IN WITNESS WHEREOF, the parties have caused their names to be signed this day of
May 29 , 2019.

FOR THE TOWN OF RIDGEFIELD

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

Ricky [Signature]
Patricia [Signature]

[Signature]
Joseph A. Bank
RJ Morell

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 1995:

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

Appendix D – 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:

Appendix E – 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.