

**A G R E E M E N T**

between

**THE TOWN OF RIDGEFIELD, CONNECTICUT**

and

**The United Public Service Employees Union/Connecticut  
Organization for Public Safety Division (UPSEU/COPS)  
Ridgefield Police Union**

**July 1, 2017 through June 30, 2019**

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## **PREAMBLE**

This Agreement is entered into by the Town of Ridgefield, Connecticut, hereinafter designated as the "Town" and the Ridgefield Police Union, The United Public Service Employees Union/Connecticut, Organization for Public Safety Division (UPSEU/COPS) hereinafter designated as the "Union".

Since the parties desire to enter into an Agreement relating to wages, hours and other conditions of employment which will provide methods of harmonious cooperation between the Town and the Employees, and to that end, accomplish fair and peaceful adjustment of any disputes which may arise, without interruption of operation, the parties agree as follows:

## **ARTICLE I - UNION RECOGNITION**

**Section 1.01.** The Town recognizes the Union as the sole and exclusive bargaining agent for all full time investigatory and uniform members of the Police Department with authority to exercise police power, exclusive of the Executive Officer and the Chief.

## **ARTICLE II - UNION SECURITY AND DUES DEDUCTION**

**Section 2.01.** Upon receipt, by the Town, of a signed authorization, the Town will deduct from the pay of each employee who so authorizes an amount as specified in the authorization. Such deduction shall be made on the first payday of each month. The sum so deducted shall be paid as soon as possible thereafter to the appropriate designated agency as shown on the authorization form.

The authorization shall be in full force and effect until it is cancelled by the employee by written notice to the Town, or the collective bargaining agreement containing this benefit shall have expired without renewal of this Article.

**Section 2.02.** All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement, and all future members of the Police Department shall, as a condition of employment, remain or become and remain members in good standing of the Union or shall be required to pay a union service fee. Said union service fee shall be equal to the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustments.

**Section 2.03.** In consideration of the Town entering into the provisions of this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims and damages including reasonable attorney's fees which arise out of entering into or enforcement of this Article.

### **ARTICLE III - UNION ACTIVITY PROTECTED**

**Section 3.01.** Within the terms of this contract, except for the right to strike, to withhold services or to engage in any other concerted stoppage of work, all of which are hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized officer and representative of the Union to present the view of the Union to the citizens on issues which affect the welfare of its members. Grievances brought under this Section are limited to the first three steps of the grievance procedure and are not subject to arbitration.

### **ARTICLE IV - NO DISCRIMINATION**

**Section 4.01.** The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination based on any protected class status under State or federal anti-discrimination laws, except in the case of a bona fide occupational qualification. Grievances brought under this Section are limited to the first three steps of the grievance procedure and are not subject to arbitration.

### **ARTICLE V - PROBATIONARY PERIOD**

**Section 5.01.** All new employees shall be subject to a probationary period commencing with their date of hire and ending one (1) year after they have completed their training at the Municipal Police Training Academy. This probationary period may be extended for a period not to exceed twenty-four (24) months. All newly promoted employees shall be subject to a probationary period of one (1) year.

**Section 5.02.** A newly hired probationary employee may be released by the Town without recourse by the Union.

**Section 5.03.** A newly hired probationary employee shall be entitled to representation by the Union and a hearing in the event that the Town shall decide to release him during his probationary period. However, the final decision to release probationary employees shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure.

**Section 5.04.** Any employee promoted for a probationary period and found to be unsatisfactory during such period shall be reinstated to his previous position or equivalent without loss of seniority, rank, grade or pay of his previous position.

**Section 5.05.** A newly hired employee who has satisfactorily completed his

probationary period shall be entitled to the full rights and protection of this Agreement.

**Section 5.06.** Employees hired after July 1, 2001 who voluntarily resign from the Police Department for employment in another law enforcement agency shall reimburse the Town for expenditures related to the initial training program according to the following schedule:

<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 VI - SENIORITY**

**Section 6.01.** An employee's seniority status in the department shall be determined according to the date of his appointment. Where two or more employees are appointed on the same day, the first name in order of appointment shall be the senior officer.

**Section 6.02.** The seniority referred to above shall be exercised for assignment of vacation preference in the department, except that where there is a conflict between uniformed officers on the same shift, seniority shall apply regardless of rank.

**Section 6.03.** In the event of reduction in the force, layoff shall be in inverse order of hiring according to rank and any recall to work shall be by seniority.

#### **ARTICLE VII - GRIEVANCE PROCEDURE**

**Section 7.01. 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 7.02. Definition.** A grievance for purposes of this procedure shall be considered to be an employee or Union complaint concerned with:

- (a) Discharge, suspension or other disciplinary action against an employee covered by this Agreement. Discipline against employees other than newly hired probationary

employees shall be only for just cause.

- (b) Application and interpretation of the Articles and Sections of this Agreement.
- (c) Discharge of a newly hired probationary employee shall not be subject to the grievance procedure, pursuant to Article V.

**Section 7.03. Time Extensions.** Time extensions beyond those stated in Section 7.04 may be arrived at by mutual agreement of the parties concerned. A day as used in this Article shall mean a day on which Town Hall offices are open.

**Section 7.04. Procedure.**

- (a) Any aggrieved employee may use this grievance procedure up to, but not including, Step #4 with or without Union assistance.
- (b) No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

**STEP #1**

Any department employee may, with or without a Union or other representative, discuss his grievance with his immediate supervisor, or at the level of the origin of the grievance.

**STEP #2**

If the supervisor and the employee cannot reach an agreement on the grievance, the grievance shall be transposed into writing, signed by the aggrieved or his representative, and submitted, within fourteen (14) days of the event giving rise to the grievance or of the aggrieved's knowledge of such event, to the executive head of the department who shall use his best efforts to settle the dispute. The department head shall submit his decision in writing to the aggrieved employee and his representative, if represented, within seven (7) days of the receipt of the grievance.

**STEP #3**

If the complainant 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 ten (10) days of the Step #2 response. The First Selectman shall, within ten (10) days of receipt of the grievance, submit his decision in writing to the complainant and his representative, if represented.

#### STEP #4

- (a) If the grievance shall not have been disposed of to the satisfaction of the Union, the Union may submit it to a tri-partite arbitration panel within twenty (20) days after receipt of the First Selectman's decision. The panel shall be appointed in accordance with the rules of the Connecticut State Board of Mediation and Arbitration. The Decision of the Board shall be final and binding on all parties.
- (b) The panel 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.
- (c) It is understood and agreed that questions involving changes in the terms and provisions of this Agreement or the terms and provisions to be included in any subsequent Agreement, the Town's management functions (except as specifically relinquished or abridged by this Agreement) and a general wage increase are specifically excluded from the grievance procedure or arbitration thereunder.

### ARTICLE VIII - HOURS OF WORK

**Section 8.01.** The normal weekly work schedule of the Department shall be four (4) days per week consecutively worked with two (2) days off followed by four (4) days per week consecutively worked with two (2) days off. This cycle shall be repeated throughout the year. Administrative and Records officers, including officers assigned to the Detective Division, School Resource Officer, and the Accreditation Officer (when in the process) shall be required to work a five (5) day week.

#### **Section 8.02.**

- (a) The normal daily work schedule of the Department shall be eight and one-quarter (8-1/4) hours per day consecutively worked except as provided in subparagraph (c) of this Section.
- (b) The normal daily work schedule for administrative, school resource and records officers shall be eight (8) hours.
- (c) Employees assigned to work on a 4-2 day cycle shall be required to work one (1) additional hour during each 4-2 day cycle, which hours shall be scheduled immediately before or after a normal shift.
- (d) The work shifts shall be: day shift, evening shift, midnight shift.

**Section 8.03.**

(a) Frequency of Shift Changes.

1. Applicability. The provisions of this Section 8.03 (a) apply as specified to patrol lieutenants, patrol sergeants, patrol officers and officers assigned to the detective division.
2. Patrol Division.
  - a. Patrol Lieutenants and Sergeants. Patrol lieutenants who have less than one year of continuous service as a lieutenant and patrol sergeants who have less than one year of continuous service as a sergeant in the Ridgefield Police Department as of either January 1<sup>st</sup> or July 1<sup>st</sup> shall be assigned to non-rotating, steady work shifts of no less than 24 continuous calendar days and no more than 6 months. Patrol lieutenants and sergeants who have completed one year of service in the rank as of either January 1<sup>st</sup> or July 1<sup>st</sup> shall work non-rotating, steady shifts of 6 months from January 1<sup>st</sup> through June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>.
  - b. Patrol Officers. Patrol officers who have less than 2 years of continuous service in the Ridgefield Police Department as of January 1<sup>st</sup> shall be assigned to non-rotating, steady work shifts of no less than 24 continuous calendar days and no more than 12 months. Patrol officers who have completed 2 years of continuous service in the Ridgefield Police Department as of January 1<sup>st</sup> shall work non-rotating, steady shifts for a 12-month period from January 1 through December 31.
3. Detective Division. The departmental practice of shift rotation and flexible hours to meet caseload demands, which practice was in existence prior to January 1, 1993, shall govern the frequency of detective shift changes.

(b) Shift Assignment – Patrol Division.

1. Applicability. The provisions of this Section 8.03 (b) do not apply to employees holding the rank of Captain and above who are assigned to shifts by police department management.
2. Criteria. The number of employees to be assigned to each shift shall be determined by police department management annually. Individual employees shall be assigned to shifts by police department management, taking into account the following criteria with priority given to the first criteria and all

other criteria being considered in light of the first criteria:

- a. The public safety needs of the Town.
- b. Each employee's training, experience, skills, abilities, and job performance.
- c. The shift preference of each officer who has returned a shift preference form.
- d. Special assignments such as motorcycle patrol, Community Policing Officer, DARE/School Resource Officer, etc.
- e. Direct reporting relationships among immediate family members, defined as parent, grandparent, spouse, sibling and child.
- f. The Town's need to ensure that each shift has a sufficient number of experienced officers and that all employees have periodic exposure to all shifts.

In the event two or more employees are qualified for their preferred shift, the most senior employees shall be assigned to the available positions on the shift. As used herein, the term "qualified" means that all of the above-listed criteria have been satisfied.

3. Procedure.

- a. At the beginning of each October, police department management shall send a form to all patrol officers who have 2 or more years of continuous service and to all patrol lieutenants and sergeants with one or more years of service as a lieutenant or sergeant soliciting shift preferences for the upcoming year, in six month shift increments. To be considered, Lieutenant shift preference forms must be returned by October 10<sup>th</sup> and Sergeant and Patrol Officer shift preference forms must be returned by October 15<sup>th</sup>. Lieutenant shift preference shall have seniority over Sergeant shift preference. Service shall be credited as of the following January 1<sup>st</sup> and July 1<sup>st</sup> for Lieutenants, Sergeants and patrol officers.
- b. The schedule for the upcoming year shall be posted no later than November 30th.
- c. At the end of each year, there shall be a transition period between December 26th and January 5th and for the second transition period

between June 26th and July 5th, when days on and days off may be adjusted to accommodate the shift changes in accordance with past practice. This practice of adjusting days on and off may also occur in accordance with past practice, to accommodate training periods at any time throughout the year.

d. Shift assignments may be adjusted within the shift period for any of the following reasons:

- employee training and/or testing;
- promotions/demotions;
- to fill vacancies created by employee turnover or by employee absences of ten (10) or more consecutive work days or by new special assignment positions;
- to accommodate a light duty assignment;
- for performance/disciplinary reasons;
- to resolve personnel conflicts or for other reasons as mutually agreed by the Town and the Union.

e. In the case of mid-year adjustments, police department management will seek volunteers and will reassign qualified employees who have volunteered on a seniority basis. If there are no volunteers, reassignments shall be made in accordance with the criteria for shift assignments as set forth in sub-section (b) 3. above. Whenever possible, employees who will be reassigned will be given advance notice of at least ten (10) days, and in no event less than five (5) days.

f. Appeal Procedure. Grievances challenging shift assignments are not arbitrable but may be processed up to and including Step 3 of the grievance procedure. Notwithstanding the foregoing, grievances challenging shift changes made for disciplinary reasons are arbitrable.

(c) Shift Assignment – Detective Division.

Shift assignments in the detective division shall go in accordance with the procedure used in Section 8.03 for Patrol Officers.

(d) Shift Assignment – Accreditation Officer.

The officer responsible for Accreditation shall be adjusted from a normal patrol schedule to an Administrative Staff schedule as follows:

- 1) For the Phase II of the Accreditation Process, the accreditation officer's schedule shall be adjusted for a period not to exceed twelve (12) months;
- 2) For the Phase III of the Accreditation Process, the accreditation officer's schedule shall be adjusted for a period not to exceed twelve (12) months;
- 3) For the Three-year Re-certification Process, the accreditation officer's schedule shall be adjusted for a period not to exceed six (6) months, or if the process can be completed during normal work shift the officer may be relieved of shift responsibilities a few days a month.

Any of the above stated time limits for the Accreditation Process may be reduced at the sole discretion of the Chief.

**Section 8.04.** Employees performing substantially similar work shall be permitted to swap shifts or days off, subject to the approval of the Chief of Police or designee, under the following conditions:

- (a) A written request form including the reason for the request and the specific work hours each employee will work is completed by the employee and submitted to the Chief of Police or designee at least five days prior to the requested swap. For family or medical emergencies, the five-day notice may be waived.
- (b) The request is reasonable.
- (c) The staffing needs of the department are met.
- (d) The swap will not result in an employee working a double shift or working ten consecutive days or more.
- (e) The Town does not incur additional cost as a result of the swap.
- (f) Each employee may participate in swaps totaling up to 20 workdays each year; this limitation may be extended for demonstrated compelling reasons by the Chief of Police.
- (g) When a swap is granted, the employee requesting the swap is responsible for coverage on the shift or day swapped.
- (h) Employees who agree among themselves to substitute for one another on regularly scheduled tours of duty must pay one another back within the current 28-day work period.

## **ARTICLE IX - OVERTIME AND PREMIUM**

**Section 9.01.** Time and one-half, namely 1-1/2 times the employee's normal hourly rate of pay, shall be paid in the following instances:

- (a) All work performed in excess of the regularly scheduled daily working hours.
- (b) All work performed in excess of the regularly scheduled weekly working hours.
- (c) For purposes of computing straight-time and overtime rates, the figure of 2,068 shall be used to divide into the annual salary for the purposes of determining hourly rates.

**Section 9.01.A.** Notwithstanding the foregoing provisions of Section 9.01, the Town and the Union agree that attendance at in-service training sessions, including general inspections, during after-duty hours will be mandatory on the part of employees and that a minimum of two (2) hours for each such session shall apply, with the exception of firearms qualifications. The first ten (10) hours of mandatory after hours training, including travel time, shall be performed by each employee at straight time pay. The Town agrees to compensate employees for such training, including travel time, after the first ten (10) hours, at straight time pay or by providing compensatory time off on the basis of one hour of time off for each hour spent in training, at the option of the employee. The approval of requests to take such time off shall be at the sole discretion of the Police Chief, or his designee, which approval shall not be unreasonably withheld, based on the needs of the work schedule. The employee must schedule such time-off so that all such time earned in one fiscal year will be granted for time-off in the same fiscal year. Current practices concerning out-of-town and out-of-state training sessions shall be continued.

**Section 9.01.B.** The departmental work period of twenty-eight days shall be continued. Overtime pay, unless required by this Agreement, will not be paid for work performed up to 171 hours within the work period.

**Section 9.01.C.** Compensatory time earned by an employee must be taken within the fiscal year. Compensatory time will not be carried over from one year to another. If accrued compensatory time has not been taken by the end of the fiscal year in which it is earned, the employee shall be paid in wages for said time unless the Town extends the period during which such time may be taken beyond the fiscal year end.

**Section 9.01.D.** An employee who, when off duty, is required to appear in court or before the Department of Motor Vehicles or the Department of Liquor Control as a result of duties performed as a Ridgefield police officer or who is required by the Town to appear in court or before an administrative agency shall be paid at time and one-half for actual hours so worked. Said officer shall also be paid mileage to and from court at the current mileage reimbursement rate, provided he uses his own vehicle. Travel time which exceeds the usual time it takes the employee to travel between his residence and police headquarters will count as time worked.

**Section 9.02.** All work performed on holidays hereinafter specified shall be paid for at the straight time rate in addition to holiday pay so specified in the Article covering holidays.

**Section 9.03.** If an employee is called back from off-duty status to work overtime, he shall be guaranteed a minimum of four (4) hours of work at overtime pay rates. The four (4) hour minimum shall not be paid if the employee elects to receive payment for time actually worked rather than accepting additional work offered to make up the total of four (4) hours. This minimum call-back is not applicable to training. A three (3) hour minimum applies to departmental staff meetings.

**Section 9.04.** The regular members of the Ridgefield Police Department shall have first choice of all overtime work.

**Section 9.05.** Employees may choose to convert up to twenty-four (24) overtime hours at time and one-half overtime (equivalent to thirty-six (36) hours at straight time) per fiscal year, into compensatory time. Compensatory time earned via this method will follow the rules of Section 9.01C.

## **ARTICLE X - HOLIDAYS**

**Section 10.01.** Employees shall be entitled to the following holidays, with full pay:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
	Christmas Day

**Section 10.02.** Holiday pay shall be distributed twice each year, as follows:

- (a) For those holidays occurring between December 1st and April 30th each year, payment shall be made in one sum on or before June 15th following the end of the six-month period.
- (b) For those holidays occurring between May 1st and November 30th each year, payment shall be made in one sum on or before December 15th following the end of the six-month period.
- (c) Employees absent with or without pay when a holiday occurs shall not earn holiday pay for more than one holiday in each fiscal year, except in the following instances:

(1) employees on injury leave and receiving workers' compensation benefits due to work-related injuries (not heart and hypertension benefits); (2) employees on vacation or funeral leave; and (3) employees on their regular day off.

**Section 10.03.** The departmental policy concerning holiday compensatory time for Thanksgiving, Christmas and New Year's Day as described in General Order No. 30-85 shall be continued.

**Section 10.04. Absence Before/After Holidays.** Employees absent the day before or after the Thanksgiving, Christmas, New Years, Memorial Day or Fourth of July holiday will not be paid for that holiday with the exception of employees on funeral leave, vacation leave, worker's compensation leave (not heart and hypertension), employees on their regular day off or employees who were sick and who bring in a doctor's note. With regard to sick employees, one such absence due to illness will be permitted each fiscal year without a doctor's note being required, with no loss of holiday pay. Employees will be reimbursed for that portion of the reasonable medical fee charged for the doctor's note not covered by insurance. The day a holiday is observed will be determined by reference to the holiday list adopted by the Town's Department of Human Resources. For the purpose of this provision, a "holiday" shall be the day on which the holiday is celebrated according to standard calendars.

**Section 10.05.** Employees may choose to request up to four (4) holidays per fiscal year to be converted into Floating Holidays to be scheduled through the same procedures as outlined in Section 11.05. Employees would then take paid days off and not be paid for those holidays as outlined in Section 10.02.

## **ARTICLE XI - VACATIONS**

**Section 11.01.** New employees hired after January 1<sup>st</sup> but prior to July 1 of any calendar year shall be eligible at six (6) months for five (5) days of paid vacation leave in that first calendar year. All New employees shall be eligible for ten (10) days of paid vacation leave in the first full calendar year of their employment, and in each calendar year thereafter until the calendar year in which the employees complete over five (5) years of service. Paid vacation leave shall not be taken until the employee has completed at least six (6) months of service.

**Section 11.02.** Employees with over five (5) years of service as of December 31st of any year will receive fifteen (15) days of paid vacation leave in that calendar year and in each calendar year thereafter until the calendar year in which the employees complete over thirteen (13) years of service.

**Section 11.03.** Employees with over thirteen (13) years of service as of December 31st of any year will receive twenty (20) days of paid vacation leave in that calendar year and thereafter until they have completed twenty (20) years of service when they shall receive one

(1) additional paid day for each year of service completed thereafter to a maximum of twenty-five (25) working days of vacation.

Following implementation of this 2012-2017 Agreement, employees with over eleven (11) years of service as of December 31st of any year will receive sixteen (16) days of paid vacation leave in that calendar year; employees with over twelve (12) years of service will receive seventeen (17) days of paid vacation; employees with over thirteen (13) years of service will receive twenty (20) days of paid vacation; employees with over twenty (20) years of service shall receive one (1) additional paid day for each year of service completed thereafter to a maximum of twenty-five (25) working days of vacation, except that for employees hired prior to July 1, 1991 only, the maximum shall be thirty (30) working days of vacation.

**Section 11.04.** Upon termination of employment for any reason, employees shall receive prorated vacation pay as follows at termination:

- (a) For those employees normally entitled to ten (10) days vacation leave, one (1) day of pay for each full month of service completed from January 1st through the date of termination, not to exceed a total of ten (10) days (less any vacation taken).
- (b) For those employees normally entitled to fifteen (15) days vacation leave, one and one-half (1-1/2) days of pay for each full month of service completed from January 1st through the date of termination, not to exceed a total of fifteen (15) days (less any vacation taken).
- (c) For those employees normally entitled to twenty (20) or more days vacation leave, two (2) days of pay for each full month of service completed from January 1st through the date of termination, not to exceed a total of twenty (20) days (less any vacation taken).
- (d) For purposes of vacation pay at termination, a day of pay shall mean eight (8) hours of pay at the employee's hourly base rate of pay at the time of termination.

**Section 11.05.** The scheduling of vacations shall be at the sole discretion of the Chief of the Department, considering the needs of the work schedule, availability of personnel and seniority of the employees, in addition to the personal preference of the individual employee.

**Section 11.06.** In the case of the Police Department vacations, wherein work schedules of five (5) consecutive days do not exist, the terms of vacation leave shall be as follows:

- (a) Ten (10) days shall mean fourteen (14) calendar days leave with pay continuation as usual.

- (b) Fifteen (15) days shall mean twenty-one (21) calendar days leave with weekly pay continuation as usual.
- (c) Twenty (20) days shall mean twenty-eight (28) calendar days leave with weekly pay continuation as usual.
- (d) Twenty-five (25) days shall mean thirty-five (35) calendar days leave with weekly pay continuation as usual.

**Section 11.07. Vacation Carryover.** An employee shall be permitted to carry over into the next calendar year, a maximum of five (5) days of unused vacation with the approval of the Chief.

## **ARTICLE XII - SICK LEAVE**

### **Section 12.01. Occasional Leave.**

- (a) An occasional leave for sickness or accident (not job connected) shall mean any absence for such reason of seven (7) or less consecutive calendar days.
- (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 twelve (12) days of paid absence in any fiscal (7/1 – 6/30) year. Any absences in excess of twelve (12) paid days shall only be paid if the department specifically requests such payment from the Board of Selectmen.
- (c) Employees with less than six (6) months of continuous service may be paid for such absences only when the department head specifically requests such payment from the Board of Selectmen.
- (d) If an employee uses over twelve (12) sick days during the year, he/she will be required to get a doctor's note for those sick days over twelve (12). Failure to get a note from the doctor verifying illness for such day(s) may result in loss of shift bid. Said doctor's note must be submitted to the Chief's office within ten (10) days of the date of absence.
- (e) Unused Sick time shall be banked at the end of each fiscal year (June 30<sup>th</sup>) without limit. Forty percent (40%) of each year's individual sick bank will be recorded by Human Resources and shall be used to supplement any short-term disability payments as described in 12.022c. This unused sick bank shall have no dollar value if not used for disability payments. For the remaining sixty percent (60%) of each year's

individual sick bank, the employee shall elect one of the following options:

- (i) The sick leave will be converted into the equivalent dollar value based on current salary as of June 30<sup>th</sup> of the same fiscal year and deposited into a 401(a) as set up by the Town of Ridgefield on the employee's behalf. The funds deposited into the 401(a) will be fully vested at the time of the deposit.
- (ii) The sick leave will be converted into the equivalent dollar value based on current salary as of June 30<sup>th</sup> of the same fiscal year and deposited into the employee's HSA. The funds deposited into the HSA will be fully vested at the time of the deposit.

The employee shall make the election in writing to the Director of Human Resources not later than June 15 of the applicable fiscal year. It is the employee's responsibility to ensure that neither his/her 401a nor his/her HSA exceeds the limit established by law and for any tax liability or penalty in the event that the limit is exceeded.

#### **Section 12.02. Income Protection Plan.**

##### **12.021**

(A) Disability benefits are designed to provide cash income to any employee who is totally disabled by a non-job related injury or sickness or pregnancy, and is therefore prevented from performing the duties of his or her occupation. To be eligible for disability benefits, an employee must have completed six (6) months of continuous employment by the Town. However, employees with less than six (6) months of continuous service may receive all or part of the disability benefits only when the Chief of Police specifically requests such payment from the Board of Selectmen.

(B) For the purpose of calculating short term and long term disability payments, "straight time earnings" shall include the employee's annual base pay, holiday pay, longevity pay and special premium pay (exclusive of overtime).

##### **12.022 - 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 weeks if approved by the Chief. If the Chief does not approve all or part of the two weeks, the employee, at his option, may use all or part of his unused occasional days for the unpaid portion of the two (2) weeks.

(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.

**12.023 - Long Term Disability (For Employees Hired Before March 1, 1988)**

(A) After six (6) months of absence and up to the normal retirement date of the Federal Social Security Act, the employee shall be paid fifty percent (50%) of the employee's monthly straight time earnings, which shall be inclusive of any primary Social Security disability benefits, any pension benefits from the Town of Ridgefield Pension Plan, and any disability benefits originating from a plan to which the Town may have contributed.

(B) In the event an insurance carrier providing coverage for the Town for payments to employees under the provisions of the preceding paragraph (A) shall cease such payments to an employee on the grounds that the employee no longer meets the definition of the term "permanently disabled" as described in the contract of insurance, the Town shall continue such payments, but shall have the right to require such employee, no earlier than two (2) years nor later than five (5) years from the date of disability, to accept another job in the employ of the Town (preferably in the Department of last employment), at a salary no less than seventy-five percent (75%) of the current salary being paid to the step and grade of the job the employee held at the time of disablement. If the employee fails to report to work on such assigned job within a period of forty-five (45) days from the date of notice, the employee shall forfeit any future claims to payments under the provisions of this Article. If the employee claims physical inability to perform the duties of the assigned job after a thirty (30) day working period, the dispute shall be resolved by mutual agreement between the employee's physician and a physician appointed by the Town. If these two physicians cannot reach mutual agreement on the specific questions of the employee's physical ability to adequately perform the job, they shall jointly select a third physician whose decision shall be binding on the parties. In the event it is determined in accordance with this procedure that the employee is not able to physically perform the assigned job, the disability payments previously paid to the employee will be resumed at the same level. An employee returning to work under the provisions of this paragraph (B) shall retain his length of service with the Town for the purposes of determining eligibility for vacations.

**12.024 - Long Term Disability (For Employees Hired On or After March 1, 1988)**

(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.

(B) Notwithstanding the foregoing, Subsection 12.024 (A), if, after twenty-four (24) months of absence, an employee is able to perform work other than his own job and shows repeated and diligent effort to find work and has been unsuccessful in obtaining employment, the employee shall remain eligible for benefits under this Section for as long as he continues to seek work until he obtains employment, provided, however, that, if the Town offers the employee employment in an established position which pays at least seventy-five percent (75%) of the current salary being paid to the step and grade of the job the employee held at the time of disablement, and the employee refuses the Town's offer, the employee shall no longer be eligible for benefits under this Section.

(C) The long term disability benefits shall be equal to fifty percent (50%) of the employee's 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 12.03.** For employees hired on or after March 1, 1988: This Sick Leave Article shall apply to employees disabled from hypertension and heart disease, provided that the disability benefits shall be offset by any benefits which the employees receive under the law providing benefits to police officers for hypertension and heart disease.

### **ARTICLE XIII - INJURY LEAVE**

**Section 13.01.** Each employee who is injured or disabled in the performance of his duties shall be entitled to injury leave from the date of the onset of such injury or disability until the date of his return to duty or the date he is placed on inactive status pursuant to Section 14.04 or the time he reaches normal retirement date or the end of the period set forth in the next paragraph, whichever comes first.

During the injury leave, the Town shall pay the employee one hundred percent (100%) of his net normal base pay as of the date of the injury less any workers' compensation, social security or other disability benefits paid to the employee for a maximum of up to eighteen (18) months from the date of the injury; provided that the eighteen (18) months shall be extended by up to six (6) months if the treating physician certifies that it is likely the employee will be able to return to work during that period.. For the purposes of this Section, net normal base pay shall mean base pay less deductions for FICA and federal and state withholding taxes.

All payments made under this Section will be made only if the provisions of Paragraph 2 of this Article have been fulfilled.

Should an employee who has been injured or disabled reach his normal retirement

date while on injury leave, he will, at normal retirement date, be paid at a rate no less than sixty percent (60%) of the average annual base salary of the last three (3) years which he worked prior to the date of such injury or disability. Such rate will be reduced by an amount equal to any payments made under the Connecticut Workers' Compensation Law, exclusive of any specific award, and further reduced by any payments made to the employee under the disability provisions of the then current Old Age and Survivors Insurance Act (Social Security Act) or fifty percent (50%) of the primary Social Security Benefit amount (when earned) determined in accordance with the current Act, and further reduced by any payments made because of any benefit plan, to which the employer had contributed exclusively.

**Section 13.02.** The Town shall pay the hospital, medical and drug expenses, in accordance with Workers' Compensation laws, for each employee who is injured or disabled in the performance of duty, provided that he reports all accidents, injuries, or disabilities to his superior officer immediately as soon as he becomes aware of such accident, injury, or disability; and further provided that he reports same within one (1) year of the date of such accident, injury or disability.

**Section 13.03.** Employees hired before March 1, 1988 who suffer any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability and who are receiving benefits under the Heart and Hypertension law shall be eligible for payments from the Town pursuant to paragraphs 2 and 3 of Section 13.01 above.

**Section 13.04.** The Town and the Union recognize that there may be a delay in determining whether or not an employee qualifies for temporary total disability benefits under the Workers' Compensation Law and that such delay could cause an interruption to the employee's income stream. In order to alleviate this situation, the Town shall advance the employee one hundred percent (100%) of his/her normal weekly straight time earnings, provided the employee is totally disabled from performing his/her job. When a final disposition of the claim is made, if the claim is denied and the employee remains totally disabled from performing his/her job, the Town shall pay benefits under the Sick Leave Article, retroactive to the employee's first day of absence. If advances made pursuant to this Section result in an overpayment or underpayment of sick leave benefits, the Town shall make adjustments required to conform to the Sick Leave Article. If the claim is approved and the employee qualifies for temporary total disability benefits, the Town shall pay benefits under the Injury Leave Article retroactive to the employee's first day of absence. However, the initial workers' compensation benefit check will not be released to the employee until the employee reimburses the Town for any overpayment caused by advances made pursuant to this Section.

**ARTICLE XIV - STATUS OF EMPLOYMENT DURING  
EXTENDED PERIOD OF DISABILITY**

**Section 14.01.** An employee who is absent due to a long term disability, both work-related and non-work-related, must keep the Town advised of the status of his disability by providing periodic medical documentation, including but not limited to the diagnosis, treatment, and expected duration of the disability. At any time after six (6) months of absence and before eighteen (18) months from the date of disability (which may be extended by up to six months if the treating physician certifies that it is likely the employee will be able to return to work during that period), Town may give notice to the employee directing him to provide written documentation from his physician that details the nature of his disability, the dates of treatment, and a 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 his disability. The Town may refer the employee for a medical evaluation by a second physician selected 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. For such a purpose, the employee shall select a physician from a list of physicians from Yale-New Haven with the appropriate medical specialty. The third medical opinion shall prevail.

**Section 14.02.** For the purposes of this Article, "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 calendar months are considered as the same disability when the cause of disability remains the same. For an employee assigned to temporary light duty, the period of disability shall continue uninterrupted by the assignment.

**Section 14.03.** In the event an employee refuses to provide medical documentation or to report for the required medical evaluations described in Section 14.01, the employee's status shall be changed to voluntary resignation as of the date of the refusal.

**Section 14.04.** The Town may place an employee who has been absent due to long term disability, either work or non-work related, on inactive status as follows:

When the employee reaches maximum medical improvement and is unable to return to work to perform the duties of the position he held on the date of disability, or the duties of any other bargaining unit position made available at the option of the Town or when an employee has been absent for eighteen (18) months from date of disability, whichever is earlier. The eighteen months shall be extended by up to six (6) months if the treating physician certifies that it is likely the employee will be able to return to work during that period

**Section 14.05.** An employee on inactive status who is disabled due to a work-related injury shall be eligible for continuing insurance benefits as provided by the Workers' Compensation Act.

An employee on inactive status receiving long term disability payments due to a non-work-related injury shall continue to be eligible for medical insurance coverage paid by the Town, subject to the same premium cost sharing as for active employees, according to the following schedule:

One year of medical insurance coverage for each year of continuous service as of the date of disability to a maximum of two (2) years of medical insurance coverage from the date that long-term disability commences.

**Section 14.06.** The Town may provide a temporary light duty assignment to an employee who has been absent due to long term disability, both work-related and non-work-related, provided the following conditions are satisfied:

- (a) The employee provides medical documentation from a physician that he/she is able to work full-time or part-time on any shift and that there is a reasonable likelihood that he/she will recover and be capable of assuming his/her regular duties; the Town may require the employee to obtain a second opinion from a physician selected by the Town; when there is a difference of opinion, the employee shall be ineligible for a temporary light duty assignment.
- (b) There is work available within the employee's work restrictions in the police department; the Town, the employee and/or the physicians who have evaluated the employee shall consider whether such work is within the employee's work restrictions; the determination of the availability of such work shall be at the sole discretion of the Town.
- (c) No more than one employee per shift may be assigned to temporary light duty on the patrol schedule; if a second employee on the same shift is able to work light duty, another light duty assignment may be created on a different shift. The senior officer, regardless of rank, shall have light duty shift preference. The shift assignments of other personnel may also be changed where necessary to accommodate the temporary light duty assignment.
- (d) In the event, an employee is not fit for full duty after being on light duty for the same disability for a total of 90 calendar days (excluding any periods of return to disability status), he shall be returned to sick or injury leave or given extended light duty, at the discretion of the Chief. Any employee on light duty shall be responsible for providing a doctor's note every thirty (30) days indicating whether the employee is fit to return to regular duty assignments. Upon the employee's return to sick or injury leave, any

applicable benefits shall be paid by the Town as though the leave had continued uninterrupted.

- (e) An employee assigned to temporary light duty shall not be eligible to work any extra duty jobs and shall only work departmental overtime if no other employee is available and the overtime work is within the employee's work restrictions.
- (f) Part-time light duty is limited to a total of thirty (30) of the ninety (90) calendar days for the same disability.

#### **ARTICLE XV - GROUP SURVIVOR INSURANCE PROGRAM**

**Section 15.01.** Each employee with or without a spouse or an eligible child will be covered by a group life insurance policy of one and one half times salary rounded to the nearest thousand, with double indemnity in the event of accidental death.

**Section 15.02.** In the event a police officer dies in the line of duty, the Town shall contribute up to two thousand dollars (\$2,000.00) toward the funeral expenses. Following implementation of this 2012-2017 Agreement, the Town shall contribute four thousand dollars (\$4,000.00) toward the funeral expenses. "Line of Duty", shall mean any action that a police officer is obligated and authorized to perform in the course of controlling or reducing crime and enforcing criminal laws, such as making arrests, conducting searches, and using whatever force is necessary, including deadly force, to enforce such laws and regulations. The First Selectman, the Chief of Police and the President of the Union shall be the body to decide eligibility. Therefore, this provision is not subject to the grievance procedure of this Agreement.

#### **ARTICLE XVI - FUNERAL LEAVE**

**Section 16.01.** Upon the death of a member of the immediate family of an employee, an employee may receive time off with pay in accordance with the following schedule:

- (a) Up to five (5) days commencing with the day of death in the event of the death of a spouse or child.
- (b) Up to three (3) days commencing with the day of death of a mother, father, father-in-law, mother-in-law, sister, brother, grandparents, grandchildren, and any relation or domestic partner of an employee in immediate residence with such employee.
- (c) One (1) day for attendance at funeral in the event of the death of any in-law, aunt or uncle.

- (d) The timing of the use of Funeral leave days as described in Sections a, b, and c above may be adjusted at the discretion of the Chief, to accommodate the fact that the timing of the actual services may not be within the specified times above. The guidelines for the number of days off specified in sections a, b and c shall still apply.

## **ARTICLE XVII - UNION BUSINESS LEAVE**

**Section 17.01.** The Town will recognize one employee for the purpose of handling grievances and time so spent shall be without loss of pay.

**Section 17.02.** The Town will recognize two employees for the purpose of handling contract negotiations and time so spent for these employees shall be without loss of pay.

**Section 17.03.** The Town will permit time off without pay for employees to attend Union meetings, conventions and conferences under the following conditions:

- (a) Reasonable advance notice of such meetings must be given to the Chief, stating the names of the members who will be attending and the duration of their absence.
- (b) No more than a total of two (2) employees shall be absent on any one occasion for that purpose.
- (c) A qualified replacement for the absent employee shall be available in the Department during the absence of an employee for such purpose. A qualified employee shall be deemed to mean another employee in the same classification as the absent employee.

## **ARTICLE XVIII - MILITARY SERVICE**

**Section 18.01.** Every employee who enlists, or who is drafted in the Armed Forces of the United States, or who through any other procedure is called into active duty with such Armed Forces, will be placed on Military Leave. The Employer shall recognize its employment obligations for such returning veterans as provided by law.

**Section 18.02.** Employees who are ordered to reserve training with the National Guard or other reserve units of the United States Armed Forces shall receive the difference between their normal weekly base salary and their reserve training pay for such absences. This payment shall apply only as required by State or Federal Law.

## ARTICLE XIX - INSURANCE AND PENSIONS

**Section 19.01. Health Insurance.** The Town agrees for the term of this Agreement to the following group health insurance program for all employees and their eligible dependents:

**(a) Medical Plans.**

The medical plan shall be a High Deductible Health Plan with a Health Savings Account (HDHP-HSA), the principal features of which are outlined in Appendix B. The full terms and details of coverage are as spelled out in the carrier's brochure.

The Town shall contribute to an employee's HSA:

- (i) fifty percent (50%) of the applicable deductible for the 2017 and 2018 plan years.

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.

An employee shall not be responsible for payment of the fee for setting up and maintaining the HSA. However, the employee shall be responsible for other banking fees such as the cost of checks, fee for replacement of a lost debit card and transfers of funds to a different bank or account.

**(b) Dental Plan.**

The current dental plan, the principal features of which are outlined in Appendix A. The full terms and details of coverage are as spelled out in the carrier's brochure.

**(c) Premium Cost Sharing.**

Each employee who participates in the HDHP-HSA plan shall pay, by payroll deduction, a percentage of premium share as follows:

Effective July 1, 2017 – 13.5%

Effective July 1, 2018 – 14.5%

Employee contributions shall be made on a pre-tax basis to the extent permitted by law.

**Section 19.02. Life Insurance.** As provided in Section 15.02, the Town shall provide for each employee group life insurance with Accidental Death and Dismemberment provisions in the amount of one and one-half times salary, rounded to the nearest thousand.

**Section 19.03.** Nothing in this contract shall prevent the Town from changing insurance carriers, provided that the level of benefits covered by any substitute insurance carrier, together with any amount paid by the Town as a self-insurer, shall be at least equal to the level of benefits described in this Article.

**Section 19.04. Pensions.**

The Pension Agreement referred to as “Town of Ridgefield Police Union Pension Agreement” and set forth in Appendix C is, by reference, made part of this Agreement and all amendments to such Pension Agreement are by reference, made part of this Agreement. Any provision of this Pension Agreement or any Town charter, ordinance or regulation notwithstanding, this Pension Plan shall apply only to employees hired prior to April 1, 2013.

The parties agree that the Pension Agreement referred to as “Town of Ridgefield Police Union Pension Agreement” and set forth in Appendix ( C ) will no longer be a subject of bargaining between the parties during any future contract negotiations or otherwise. Any proposal by either party in future related to the pension Agreement can be ignored by the other party and shall not be submitted to arbitration and shall not form the basis for either party declaring impasse in any future contract negotiations. All employees currently participating in the defined benefit plan set forth in the Pension Agreement will continue to participate and be eligible for the benefits set forth in the pension Agreement pursuant to that agreement, and those benefits will not be subject of bargaining between the parties.

Employees hired on or after April 1, 2013 shall participate in the Defined Contribution Plan outlined in Appendix D.

**Section 19.05. Retiree Medical Insurance.**

Upon Normal Retirement or Actual Retirement, whichever is later as described in the Town of Ridgefield Police Pension Plan, a retiree shall be given the opportunity to continue to participate in the same group medical plan as active employees, as an individual or with the additional spousal benefit as described in the collective bargaining agreement, through the retiree’s eligibility for Medicare. For those who retire prior to December 31, 2013, the plan shall be that in effect at the time of retirement, and not subject to change. Employees who retire on or after January 1, 2014 will be subject to any changes made in the group medical plan for active employees. Eligible spousal benefits will cease at the time the eligible spouse reaches eligibility for Medicare. If an employee chooses not to participate in the medical plan at retirement, he/she may join the same group medical plan as active employees any time thereafter up to Medicare eligibility.

For employees hired prior to April 1, 2013, who retire prior to December 31, 2013, the retiree shall pay fifty percent (50%) of the Town's group rate for the medical insurance plan, capped at the dollar amount as of the date of retirement.

For other employees hired prior to April 1, 2013, the retiree shall pay fifty percent (50%) of the Town's group rate for the medical insurance plan, capped at one hundred percent (150%) of the dollar amount as of the date of retirement.

For employees hired on or after April 1, 2013, the retiree shall pay seventy-five percent (75%) of the Town's group rate for the medical insurance plan.

Such premiums shall be paid in advance by the retiree on a monthly basis. If the retiree fails to pay the monthly premium as required by the Town, the insurance shall be cancelled and shall not be renewable.

**Section 19.06.** Effective as soon as practicable following implementation of this Agreement, the Town shall establish a Dependent Care Assistance Plan with such limitations on contributions as set by law and/or IRS regulations.

## **ARTICLE XX - LEAVE OF ABSENCE**

**Section 20.01.** The First Selectman, with the approval of the Chief of Police and the Police Commission, may grant a leave of absence without pay for a period not to exceed one (1) year to any employee who requests such leave for personal reasons. Upon the expiration of such leave of absence, or earlier if so requested by such employee and approved by the Employer, he/she shall be reinstated in the position which he held at the time the leave was granted. There will be no credit given for any purposes in salaries or benefits for the time spent on such leave.

## **ARTICLE XXI - UNIFORMS AND CLOTHING**

**Section 21.01.** The Town at its expense shall continue to furnish each employee necessary uniforms and equipment at the time of his employment and such equipment and clothing as necessary during employment.

**Section 21.02.** Plainclothes officers shall be granted five hundred dollars (\$500.00) annually for clothing. No other money shall be disbursed to individual employees.

**Section 21.03. Dry Cleaning of Uniforms.** The Town agrees to pay the full cost of dry cleaning for uniforms of bargaining unit employees. Since the Town is paying the full cost of this service, the Town reserves the right to fix the timing and amounts of clothing that may be processed under this benefit to control the expense and also the right to determine the vendor to be used in rendering this service.

**Section 21.04.** Plainclothes officers shall be neatly and cleanly dressed in a suit (or dress pants and blazer-type jacket) with a dress shirt and tie at all times when on duty, unless other attire is specifically authorized by the Chief of Police or his designee.

## **ARTICLE XXII - SAVINGS CLAUSE**

**Section 22.01.** If any Article or and Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid.

**Section 22.02.** The Town retains all rights it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

**Section 22.03.** All other employee benefit programs enjoyed by employees which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement.

## **ARTICLE XXIII - SALARY ADMINISTRATION**

### **Section 23.01.**

- (a) The annual salary schedules applicable to bargaining unit employees are set forth in Appendix A.
- (b) The salary schedules of Appendix A reflect the following general wage increases during the term of this 2017-2019 Agreement:

Effective and retroactive to July 1, 2017, all rates on the salary schedule of Appendix A shall increase by two and one-half percent (2.5%) over the rates in effect on June 30, 2017.

Effective on July 1, 2018 all rates on the salary schedule of Appendix A shall increase by two and one-half percent (2.5%) over the rates in effect on June 30, 2018.

- (c) Employees who have completed five (5) years of service as a sworn member of the Ridgefield Police Department as of their anniversary date shall receive an annual longevity payment of one hundred fifty dollars (\$150) in the pay period next following their anniversary date each year for so long as the employee remains as an active full-time employee of the department. This annual payment shall be increased to three hundred dollars (\$300) upon the employee's completion of ten (10) years of service as of the anniversary date, to five hundred dollars (\$500) upon the employee's completion of fifteen (15) years of service as of the anniversary date, to one thousand

dollars (\$1,000) upon the employee's completion of twenty (20) years of service as of the anniversary date, and to one thousand two hundred dollars (\$1,200) upon the employee's completion of twenty-five (25) years of service as of the anniversary date.

- (d) Detectives shall receive a monthly premium of fifty dollars (\$50.00) for each month in which the employee is assigned for a majority of the working month as a full-time Detective to be paid in two annual installments in June and December. Effective upon the signature date of this Agreement, the monthly detective premium shall be increased to sixty-two dollars and fifty cents (\$62.50). Effective July 1, 1992, the monthly detective premium shall be increased to seventy-five dollars (\$75.00). Effective upon the signature date of this Agreement, patrol officers assigned to motorcycle duties shall receive a monthly premium of thirty dollars (\$30.00) for each month in which the patrol officer is assigned for a majority of the working month to the motorcycle job responsibilities. Said premium shall be paid in two annual installments in June and December.
- (e) For purposes of this Agreement, an employee assigned as a Detective and patrol officers assigned to motorcycle duty who receive the monthly premium as indicated above, such assignment shall not be considered a promotion.

**Section 23.02. Shift Differential.**

For all hours worked on the midnight shift, employees shall receive a shift differential in the amount of \$1.00 per hour. For all hours worked on the evening shift, employees shall receive a shift differential of \$.50 per hour. Effective July 1, 2014, for all hours worked on the midnight shift, employees shall receive a shift differential in the amount of \$1.25 per hour and for all hours worked on the evening shift, employees shall receive a shift differential of \$.75 per hour

**Section 23.03. Salary Progression.**

- (a) An employee with less than one (1) year service in his class shall be paid at step one (1) of the salary range for such class.
- (b) An employee who has completed one (1) but less than two (2) years service in his class shall be paid at step two (2) of the salary range for that class.

Notwithstanding the foregoing language, newly hired probationary employees shall receive fifty percent (50%) of the increase on their first anniversary date and the remainder upon the completion of the probationary period.

- (c) An employee who has completed two (2) but less than three (3) years service in his class shall be paid at step three (3) of the salary range of that class.

- (d) An employee who has completed three (3) but less than four (4) years service in his class shall be paid at step four (4) of the salary range for that class.
- (e) An employee who has completed four (4) or more years of service in his class shall be paid at the maximum step of that class.

Effective on implementation of the new step schedule as set forth in Section 23.01 (b) above, an employee who has completed four (4) or more years of service in his class shall be paid at step five (5) of the salary range for that class and an employee who has completed five or more years of service in his class shall be paid at the maximum step of that class.

- (f) Upon the employee's anniversary date when the employee completes the required amount of service, as provided for above, even if the employee is receiving a higher rate than his years of service, such employee shall be advanced to the next higher step in the salary range for that class. The above progression represents the minimum rate to be paid to employees in each class provided they were employed in such class on the effective date of this Agreement.
- (g) When a prospective employee is to be hired at a rate in excess of the starting rate, credit for experience in determining the hiring rate shall only be given for experience in direct line police work as a full-time investigatory or uniformed member of a police department. Such credit for experience may be given up to but not in excess of the number of completed years of such experience. If the Union shall feel that credit has been given in excess of the amount authorized above, such difference or dispute shall be subject to the grievance and arbitration provisions of this Agreement.
- (h) Any employee when serving in an acting capacity in a higher rank, shall be considered as holding such rank, for pay purposes if such assignment shall be for one full work shift or more.

#### **Section 23.04. Promotions.**

- (a) The advancement of an employee from one classification to another shall be at the sole discretion of the employer and shall not be subject to the grievance and arbitration provisions of this Agreement.
- (b) A promoted employee shall be on probation for one (1) year and may be reassigned to his former position and salary at the discretion of the employer. During the probationary period, the employee's salary will be increased as indicated above.

**Section 23.05. Outside Duty Assignments.**

- (a) The regular rate for all hours worked to perform an outside duty assignment is time and one-half the employee's regular hourly rate, except as modified in sub-paragraph (b).
- (b) From the day after Memorial Day is observed through the day before Labor Day, employees who sign up or are ordered in to work outside duty for special events scheduled to take place on Fridays after 4:00 p.m., Saturdays, Sundays, and/or the 4<sup>th</sup> of July holiday shall be paid double time for all hours worked, with a minimum of four (4) hours. Employees who sign up or are ordered to stand by for such special event outside duty and who do not work shall be paid four (4) hours at the rate of time-and-one-half. Exceptions to the foregoing are outside duty assignments worked: for all Ridgefield School District activities within the school year including, but not limited to, graduation; and for the Memorial Day Parade, when regular outside duty rates apply, i.e., time and one-half the employee's regular hourly rate.

**ARTICLE XXIV - POLICE OUTSIDE EMPLOYMENT**

**Section 24.01.** Employees of the Ridgefield Police Department may be employed part-time provided such employment does not interfere with department duties and meets the following criteria:

- (a) Any police officer who contemplates engaging in any type of outside employment, whether self-employed or for another commercial firm apart from his regular duty hours, shall complete and submit to the Chief of Police a complete application form, with the name, address, telephone number of the employer and the type of work to be performed for said employer. The Chief of Police shall approve or reject such application within five (5) days of its submission by the employee.
- (b) Employees who may elect to work part-time outside employment shall, however, be subject to recall and report for duty with the Police Department in case of an emergency.
- (c) Employees seeking outside employment in any establishment engaged in the sale of Firearms shall be with the approval of the Chief.
- (d) On July 1 of every calendar year, any employee with a department approved Outside Employment position shall submit a written statement to the Chief of Police as to the status and hours of said outside employment.

**Section 24.02.** The employees of the Department shall not engage in the following outside employment:

- (a) Employment by a person who is a known felon.
- (b) Tow truck operator who is in the rotation used by the Ridgefield Police Department.
- (c) Employed by an establishment where the sale of liquor is the principal source of business income.
- (d) Any concern or person whose business is collecting bad checks, or debts.
- (e) Each employee shall annually give to the Town a statement that he or she has filed a W-2 form with the IRS for outside employment.

**Section 24.03.** Violators of the provisions of this procedure shall be considered in violation of department rules and regulations and shall be subject to disciplinary action.

## **ARTICLE XXV - GENERAL PROVISIONS**

**Section 25.01. Loss or Damage to Personal Items.** If a member of the Department shall suffer the loss of or damage to personally owned items such as wristwatches, eyeglasses, dental plates, etc., while performing in the line of duty, the Town will arrange for reimbursement to the extent possible within the budget account to which such expense will be charged.

This practice of recognizing a responsibility to protect employees while they are performing their duty will be followed as long as it is economically practical. It is understood that this commitment is purely voluntary by the Town and may be limited or withdrawn at any time. However, the Town makes this offer to show its concern for and interest in the members of the Department.

### **Section 25.02. Malicious Damage to Personal Motor Vehicles.**

- (a) If any officer of the Department shall suffer damage to his or her private motor vehicle while it is parked at or near the Police Headquarters and such officer is on duty, the Chief of the Department will accept a request from such officer for reimbursement of necessary repair expense if an estimate of such expense or an itemized bill of repairs completed is submitted with the request.
- (b) If the Chief determines that the damage appears to be malicious (that is incurred because the officer is working for the Police Department) and recommends reimbursement in whole or in part to the Board of Selectmen, the First Selectman will

arrange for such reimbursement to the extent possible within the budget account to which such expense will be charged.

- (c) This practice of recognizing a responsibility to protect officers while they are performing their duty will be followed as long as it is economically practical. It is understood that this commitment is purely voluntary by the Town and may be limited or withdrawn at any time. However, the Town makes this offer to show its concern for and interest in the officers of the Police Department.

**Section 25.03.** The Town shall designate one bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union business and activities.

**Section 25.04.** With the exception of minor repairs, no employee shall be required to perform any work in the Police Station which is classified as building trades work.

**Section 25.05. Off Duty Weapon.** If employees are required to carry a weapon while off-duty, any additional compensation for such obligation shall be open for negotiations during this contract if such negotiations are requested by the Union.

**Section 25.06. Job Vacancies.** Before job vacancies are filled in administrative type assignments such as records officer, detective-youth officer, Accreditation officer or detective patrol officer, the Chief of Police shall post a notice that such a vacancy exists to enable employees to indicate their desire to be considered for such assignment. Assignments shall be made at the sole discretion of the Chief, provided, however, that the employee selected may refuse the assignment.

**Section 25.07.** The Town shall give each present employee, and to each employee when he is hired, a copy of this Agreement.

**Section 25.08.** A Sergeant shall be required to complete performance evaluations for police officers under his/her supervision.

**Section 25.09.** The overall passing grade for a promotional examination shall be 70. Only an applicant who has achieved a score of at least 70 shall have seniority points added to his/her score.

## **ARTICLE XXVI - PERSONNEL FILE**

**Section 26.01.** All employees shall have the right to review their personnel files upon reasonable request to the Chief and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.

**Section 26.02.** Employees shall receive a copy of all communications that are to be entered into their personnel files, and shall be afforded the opportunity to initial such communications prior to entry.

**Section 26.03.** Except as permitted by Connecticut General Statutes §1-210(b)(3), employees, upon request, may review that portion of any closed file which pertains to the employee. Said review shall be supervised by the Chief of Police or his designee.

## **ARTICLE XXVII - SUBSTANCE ABUSE PREVENTION**

**Section 27.01.** The Town and the Union agree that the critical mission of law enforcement requires that all police officers must refrain from the possession and/or use of illegal substances at all times and that failure to so refrain is just cause for discipline in accordance with the procedures described in this Article.

**Section 27.02.** Employees shall be required to take drug tests without advance notice as a condition of continued employment as provided below:

- (a) A supervisor may order an employee to take a drug test upon reasonable suspicion that the employee is or has been using drugs. The employee's supervisor and a higher ranking officer shall prepare affidavits setting forth the basis for the reasonable suspicion.
- (b) An employee shall take a drug test when an unannounced mandatory testing program is required by the Town. The Police Chief or his designee shall determine the frequency and timing of such testing programs which shall be conducted when the employee is on duty. Employees shall be required to submit to no more than one (1) mandatory drug test per calendar year. More than one (1) employees may be scheduled for testing at the same time.

**Section 27.03.** Testing shall be conducted at the office of the police physician. A member of the physician's staff shall observe production of the urine sample. The employee shall be interviewed concerning recent food, beverage, and prescription drug intake which could affect the test outcome. If an employee is unable or unwilling to give a specimen at the time of the test, the employee shall remain under observation until a specimen is obtained. The employee may be required to consume reasonable amounts of water during the waiting period.

**Section 27.04.** The laboratory selected by the Town to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis. A written chain of custody (with signatures, dates and times) shall be maintained concerning each employee's urine sample.

Drug testing methodology shall include procedures to confirm any positive test result. The urine sample shall be divided into three portions. If the first portion tests positive for an illegal substance, a confirming test shall be conducted using the second portion. The employee may request that the third portion be submitted directly to another comparable laboratory for testing. The employee shall bear the expense of this third test.

**Section 27.05.** In the event an employee is found in possession of an illegal substance or refuses to submit to a drug test or takes a drug test which confirms the employee's use of an illegal substance, consistent with the procedures in Section 27.04, the employee shall be discharged and said discharge shall be deemed to be for just cause.

**Section 27.06.** In the event an employee voluntarily discloses that he has a problem with drug or alcohol abuse, the employee shall be immediately placed on non-job-related disability leave and shall be required to commence a rehabilitation program acceptable to the Town. Reinstatement to employment shall be contingent upon the employee's satisfactory completion of the rehabilitation program and the employee's continuing participation in any prescribed follow-up program. Upon reinstatement, an employee with previous drug dependency shall submit to drug testing at least monthly for the first twelve (12) months and bi-monthly for the next thirty-six (36) months. An employee who refuses to submit to follow-up drug testing as required by this Section or who fails to continue in the prescribed follow-up program or who experiences a positive drug test result after reinstatement shall be discharged and said discharge shall be deemed for just cause. A disclosure of a drug dependency problem by an employee upon notice from the Town that he is scheduled for drug testing shall not be deemed to be a voluntary disclosure.

**Section 27.07.** Whenever a supervisor has reasonable suspicion that an employee is unfit for duty due to alcohol or drug abuse as demonstrated by the employee's physical condition and/or behavior upon reporting for work, said employee shall be immediately relieved from duty for that day. The Chief or his designee may order the employee to submit to a physical examination and/or to any testing, including but not limited to, a urinalysis and either a blood test or a breathanalysis by intoximeter. Both the urinalysis and the blood test shall be conducted by the police physician. The breathanalysis shall be administered by qualified police department personnel. All tests shall be administered in the presence of a Union official or his designee, unless the employee desires otherwise. Any employee reporting for work unfit for duty as a result of confirmed alcohol or drug use and/or refusing to submit to testing as ordered by the supervisor shall be subject to discipline up to and including discharge. In the event the employee is found to have used an illegal substance, he shall be discharged pursuant to Section 27.05 above. In the event the employee is found to be unfit for duty because of abusing alcohol or legal drugs, he shall be referred for rehabilitation pursuant to Section 27.06 above.

**Section 27.08.** Test results obtained as a result of the procedures described in this Article shall be maintained in the employee's medical file, with a copy given to the employee. Departmental reports shall be amended, where necessary, to conform to the test results.

**Section 27.09.** The provisions of this Article shall not be construed as a waiver of any rights an individual employee covered by this Agreement may have in relation to drug testing by virtue of any statute of the United States or Connecticut State Constitution. Such statutory and constitutional rights are hereby expressly preserved and protected on behalf of each such employee.

The Town of Ridgefield agrees to indemnify and hold the Union harmless and to bear any expenses incurred by the Union relating to any litigation arising out of the operation of this substance abuse prevention Article.

#### **ARTICLE XXVIII - TUITION ASSISTANCE**

**Section 28.01.** The Town shall provide the following assistance to full-time employees in reimbursement for expense of tuition and required textbooks incurred by employees enrolled in job-related educational courses:

A maximum of one thousand dollars (\$1,000.00) each calendar year, per employee, payable within thirty (30) days of meeting the following criteria:

- (a) Courses must be sponsored by a recognized educational institution;
- (b) Correspondence courses are excluded;
- (c) Courses must be completed with a passing grade;
- (d) The employee must obtain approval from the Chief of Police, or designee, before enrolling in the course;
- (e) Upon the completion of the course, the employee must forward a transcript of grades and invoices for the cost of tuition and required textbooks to the Chief of Police.

## **ARTICLE XXIX - SPECIAL SQUAD**

**Section 29.0.** The Chief of Police or his designee may assign employees to different than standard bid/assigned shift hours for the purpose of creating a Tactical Squad meeting certain departmental needs such as, but not limited to: radar details, truck squad, warrant squad, cops in shops program etc. Assignments to this squad shall be done on a volunteer basis from each of the primary shifts (one officer from each shift) prior to any officer being assigned.

Volunteers or assigned officers will be either patrol officers or Sergeants only. Assignments to this squad shall be on a three-month basis. When there will be assignments for such squad, the Chief shall give reasonable notice (of at least one week) prior to changing shift hours unless an emergency situation arises; i.e., rash of burglaries, etc.

### **Assignments:**

Officer assigned by least seniority to highest seniority to allow for rotation – except officers on other special assignments, i.e., D.A.R.E. Motorcycle, etc. can be excluded from Tactical squad assignment during periods that they are involved with other special assignments.

### **Hours:**

Standard shift hours with one and one-half (1-1/2) hour deviation on either end of shift; i.e., 8 – 4 shift could be 6:30 a.m. – 3:00 p.m. without overtime paid. This would include nine (9) hours and 15 minutes briefing time encompassed within the 1-1/2 hour deviation.

### **Personal Days Off:**

All officers who serve three (3) full months on this Specialty Squad shall all earn personal days:

- a) Volunteers – two (2) personal days per quarter
- b) Assigned officers – one (1) personal day per quarter

The personal day earned for working the squad cannot be taken when it would cause any overtime cost. All earned personal days must be used in the three-month period immediately following the three-month period in which they were earned. Any officer who is unable to complete the Specialty Squad Assignment as a result of an off-duty injury or extended sick leave/disability shall receive a pro-rated amount of personal time as determined by the Chief and outlined under Sections “a” and “b” above.

Officers requesting vacation at the start of the previous month cannot have vacation denied because of the special squad.

Assigned officers will be picked from an on-going rotating list.

### **ARTICLE XXX - CELL PHONES AND DEFIBRILLATORS**

**Section 30.01. Cell Phones.** All members of the Ridgefield Police Department shall be required to carry their personal cell phones. In the event of an emergency, i.e., serious or fatal accident, natural disaster, serious crime or anything deemed an emergency by the department, a TEXT showing 911 will be sent. All members of the department receiving the TEXT shall call the police department immediately. If at that time the member is told to report to work and does report to work, he/she shall receive an additional eight (8) hours of pay for answering and responding.

The department may also send a TEXT showing 611 or 411:

- a) A 611 page will be a request for volunteers to work police department overtime.
- b) A 411 page will be for other side jobs or non-emergency police information.

It is requested that members call in but it is not mandatory for 611 and 411 pages. Officers on sick leave, worker's compensation, vacation, funeral leave or while at home and able to be reached by telephone shall not be required to have their cell phone on.

**Section 30.02. Defibrillators.** The current practice regarding the use of defibrillators will continue without any challenge by the Union and without any additional compensation paid by the Town.

### **ARTICLE XXXI - DURATION**

This Agreement shall be effective upon the implementation date through June 30, 2019. "Implementation date" shall be the date on which this Agreement has been ratified by both parties, or if interest arbitration is required, the date that is thirty (30) days following a final award. Either party may request negotiations for a new contract in writing not more than one hundred eighty (180) days prior to the expiration date of this contract. Within fifteen (15) days of receipt of such written notice a meeting and negotiations shall be scheduled by the parties.

**APPENDIX A**

	<b>Effective <u>7/1/2016</u></b>	<b>Effective <u>7/1/2017</u></b>	<b>Effective <u>7/1/2018</u></b>
<b><u>Patrol Officer</u></b>			
start	\$60,717	\$62,235	\$63,791
2	\$63,753	\$65,347	\$66,981
3	\$70,051	\$71,802	\$73,597
4	\$76,355	\$78,264	\$80,221
5	\$82,665	\$84,732	\$86,850
Max	\$88,973	\$91,197	\$93,477
<b><u>Sergeant</u></b>			
Start	\$91,375	\$93,659	\$96,000
2 <sup>nd</sup>	\$92,862	\$95,184	\$97,564
<b><u>Lieutenant</u></b>			
Start	\$96,923	\$99,346	\$101,830
2 <sup>nd</sup>	\$101,171	\$103,700	\$106,293
<b><u>Captain</u></b>			
Start	\$105,591	\$108,231	\$110,937
2 <sup>nd</sup>	\$111,241	\$114,022	\$116,873
Maximum	\$117,202	\$120,132	\$123,135

**APPENDIX B**

**SUMMARIES - HEALTH INSURANCE PLANS**

**HIGH DEDUCTIBLE HEALTH PLAN WITH HEALTH SAVINGS ACCOUNT**

See attached.

**DENTAL PLAN**

See attached.

## HIGH DEDUCTIBLE HEALTH PLAN WITH HEALTH SAVINGS ACCOUNT

Annual deductibles and maximums	In-network	Out-of-network
<b>Lifetime maximum</b>	Unlimited per individual	
<b>Pre-Existing Condition Limitation (PCL)</b>	Does Not Apply	Does Not Apply
<b>Coinsurance</b>	You pay 0% Plan pays 100% after the deductible is met	You pay 30% Plan pays 70% after the deductible is met
<b>Maximum Reimbursable Charge</b> <ul style="list-style-type: none"> <li>• Determined based on the lesser of: <ul style="list-style-type: none"> <li>• the health care professional's normal charge for a similar service; or</li> <li>• a percentage of a fee schedule developed by CIGNA that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area.</li> </ul> </li> <li>• In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is determined based on the lesser of: <ul style="list-style-type: none"> <li>• the health care professional's normal charge for a similar service or supply; or</li> <li>• the amount charged for that service by 80% of the health care professionals in the geographic area where it is received.</li> </ul> </li> <li>• Out-of-network services are subject to a plan year deductible and maximum reimbursable charge limitations.</li> </ul>	N/A	300%
<b>Plan year deductible</b> <ul style="list-style-type: none"> <li>• The amount you pay for any expenses counts towards both your in-network and out-of-network deductibles.</li> <li>• All family members contribute towards the family deductible. The plan cannot pay an individual's claims until the total family deductible has been met, even if he or she has met the individual deductible.</li> <li>• This plan includes a combined Medical/Rx deductible.</li> </ul>	<b>Employee</b> \$2,000  <b>Employee and Family</b> \$4,000	

<p><b>Plan year out-of-pocket maximum</b></p> <ul style="list-style-type: none"> <li>• The amount you pay for any services counts towards both your in-network and out-of-network out-of-pocket maximums.</li> <li>• Deductibles count towards your out-of-pocket maximum.</li> <li>• Mental health and substance abuse services count towards your out-of-pocket maximum.</li> <li>• All family members contribute towards the family out-of-pocket maximum. The plan cannot pay an individual's covered expenses at 100% until the total family out-of-pocket maximum has been reached.</li> <li>• This plan includes a combined Medical/Rx out-of-pocket maximum.</li> </ul>	<p style="text-align: center;"><b>Employee</b> \$2,000</p> <p style="text-align: center;"><b>Employee and Family</b> \$4,000</p>	<p style="text-align: center;"><b>Employee</b> \$4,000</p> <p style="text-align: center;"><b>Employee and Family</b> \$8,000</p>
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Benefits	In-network	Out-of-network
<b>Physician services</b>		
<p><b>Office visit</b></p> <ul style="list-style-type: none"> <li>• Primary care physician and specialist office visits</li> </ul>	<p style="text-align: center;">You pay 0% Plan pays 100% after the deductible is met</p>	<p style="text-align: center;">You pay 30% Plan pays 70% after the deductible is met</p>
<p><b>Physician services (hospital)</b></p> <ul style="list-style-type: none"> <li>• In hospital visits and consultations</li> <li>• Inpatient services</li> <li>• Outpatient services</li> </ul>	<p style="text-align: center;">You pay 0% Plan pays 100% after the deductible is met</p>	<p style="text-align: center;">You pay 30% Plan pays 70% after the deductible is met</p>
<p><b>Surgery (in a physician's office)</b></p>	<p style="text-align: center;">You pay 0% Plan pays 100% after the deductible is met</p>	<p style="text-align: center;">You pay 30% Plan pays 70% after the deductible is met</p>
<p><b>Second Opinion Consultations (provided on voluntary basis)</b></p>	<p style="text-align: center;">You pay 0% Plan pays 100% after the deductible is met</p>	<p style="text-align: center;">You pay 30% Plan pays 70% after the deductible is met</p>
<p><b>Allergy Serum (dispensed by the physician in the office)</b></p>	<p style="text-align: center;">You pay 0% Plan pays 100% after the deductible is met</p>	<p style="text-align: center;">You pay 30% Plan pays 70% after the deductible is met</p>

<b>Preventive care</b>		
<b>Preventive care</b> <ul style="list-style-type: none"> <li>Includes well-baby, well-child, well-woman and adult preventive care</li> <li>Immunizations are included at no charge.</li> <li>Unlimited plan year maximum</li> </ul>	No charge	You pay 30% Plan pays 70% after the deductible is met
<b>Mammogram, PSA, Pap Smear</b>	You pay 0% Plan pays 100% Not subject to the plan's deductible	You pay 30% Plan pays 70% after the deductible is met
<b>Inpatient hospital facility services</b>		
<b>Semi-private room and board and other non-physician services</b> <ul style="list-style-type: none"> <li>Inpatient room and board, pharmacy, x-ray, lab, operating room, surgery, etc.</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 30% Plan pays 70% after the deductible is met
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 30% Plan pays 70% after the deductible is met
<b>Multiple surgical reduction</b> <ul style="list-style-type: none"> <li>Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.</li> </ul>	Included	Included
<b>Outpatient services</b>		
<b>Outpatient surgery (facility charges)</b>	You pay 0% Plan pays 100% after the deductible is met	You pay 30% Plan pays 70% after the deductible is met
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by surgeons, radiologists, pathologists and anesthesiologists</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 30% Plan pays 70% after the deductible is met

<p><b>Physical, occupational, cognitive and speech therapy</b></p> <ul style="list-style-type: none"> <li>Limited to 90 days per plan year for all therapies combined</li> <li>Includes physical therapy, speech therapy, occupational therapy, pulmonary rehabilitation and cognitive therapy</li> <li>Includes chiropractic therapy (includes chiropractors)</li> <li>Includes cardiac rehabilitation</li> <li>Therapy days, provided as part of an approved Home Health Care plan, accumulate to the outpatient short term rehab therapy maximum.</li> </ul>	<p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 30% Plan pays 70% after the deductible is met</p>
<p><b>Lab and X-ray</b></p>		
<p><b>Lab and X-ray</b></p> <ul style="list-style-type: none"> <li>Physician's office</li> <li>Outpatient hospital facility</li> <li>Independent lab &amp; x-ray facility</li> <li>Emergency room when billed by the facility as part of the emergency room visit</li> <li>Urgent care when billed by the facility as part of the urgent care visit.</li> <li>Independent x-ray and/or lab facility in conjunction with a emergency room visit</li> </ul>	<p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>
<p><b>Advanced radiological imaging (MRI, MRA, CAT Scan, PET Scan, etc.)</b></p> <ul style="list-style-type: none"> <li>Physician's office</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> <li>Emergency room</li> <li>Urgent care facility</li> </ul>	<p>You pay 0% Plan pays 100% after the deductible is met</p>	<p>You pay 30% Plan pays 70% after the deductible is met</p>
<p><b>Emergency and urgent care services</b></p>		
<p><b>Hospital emergency room</b></p> <ul style="list-style-type: none"> <li>Includes radiology, pathology and physician charges</li> <li>Out-of-network services are covered at the in-network rate.</li> </ul>	<p>You pay 0% Plan pays 100% after the deductible is met</p>	
<p><b>Ambulance</b></p> <ul style="list-style-type: none"> <li>Out-of-network services are covered at the in-network rate.</li> </ul>	<p>You pay 0% Plan pays 100% after the deductible is met</p>	
<p><b>Urgent care services</b></p> <ul style="list-style-type: none"> <li>Out-of-network services are covered at the in-network rate.</li> </ul>	<p>You pay 0% Plan pays 100% after the deductible is met</p>	

<b>Other health care facilities</b>		
<b>Skilled nursing facility, rehabilitation hospital and other facilities</b> <ul style="list-style-type: none"> <li>Unlimited days per plan year</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 30% Plan pays 70% after the deductible is met
<b>Home health care</b> <ul style="list-style-type: none"> <li>200 days per plan year</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 30% Plan pays 70% after the deductible is met
<b>Hospice</b> <ul style="list-style-type: none"> <li>Inpatient services</li> <li>Outpatient services</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 30% Plan pays 70% after the deductible is met
<b>Other health care services</b>		
<b>Durable medical equipment</b> <ul style="list-style-type: none"> <li>Unlimited plan year maximum</li> </ul>	You pay 0% Plan pays 100% after the deductible is met	You pay 30% Plan pays 70% after the deductible is met
<b>External prosthetic appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited plan year maximum</li> </ul>	You pay 0% Plan pays 100% after deductible is met	You pay 30% Plan pays 70% after deductible is met
<b>Acupuncture</b> <ul style="list-style-type: none"> <li>Unlimited calendar year maximum</li> </ul>	You pay 0% Plan pays 100% after deductible is met	You pay 30% Plan pays 70% after deductible is met
<b>Naturopath</b> <ul style="list-style-type: none"> <li>Unlimited calendar year maximum</li> </ul>	You pay 0% Plan pays 100% after deductible is met	You pay 30% Plan pays 70% after deductible is met
<b>TMJ, surgical and non-surgical – provided on a limited, case by case basis. Always excludes appliances and orthodontic treatment. Subject to medical necessity.</b> <ul style="list-style-type: none"> <li>Office visits</li> <li>Inpatient hospital facility</li> <li>Outpatient facility</li> </ul>	You pay 0% Plan pays 100% after deductible is met  You pay 0% Plan pays 100% after deductible is met  You pay 0% Plan pays 100% after deductible is met	You pay 30% Plan pays 70% after deductible is met  You pay 30% Plan pays 70% after deductible is met  You pay 30% Plan pays 70% after deductible is met

<ul style="list-style-type: none"> <li>Physician services</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>
<b>Infertility treatment</b>		
<ul style="list-style-type: none"> <li>Office visit for testing, treatment and artificial insemination</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>
<ul style="list-style-type: none"> <li>Surgical treatment includes both correction and in-vitro fertilization, GIFT, ZIFT, etc. Subject to the following maximums: Four cycles of intrauterine insemination per lifetime. Two cycles of low tubal ovum transfer, IVF, GIFT and/or ZIFT per lifetime, with not more than two transfers per cycle</li> </ul>		
<ul style="list-style-type: none"> <li>Inpatient hospital facility</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>
<ul style="list-style-type: none"> <li>Outpatient hospital facility</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>
<ul style="list-style-type: none"> <li>Physician services</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>
<b>Family planning</b>		
<ul style="list-style-type: none"> <li>Office visits</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>
<ul style="list-style-type: none"> <li>Inpatient hospital facility</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>
<ul style="list-style-type: none"> <li>Outpatient facility</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>
<ul style="list-style-type: none"> <li>Physician services</li> </ul>	<p>You pay 0% Plan pays 100% after deductible is met</p>	<p>You pay 30% Plan pays 70% after deductible is met</p>

- Surgical services such as tubal ligation or vasectomy are covered (excluding reversals).
- Includes contraceptive devices

**Mental health and substance abuse services**

Please note the following regarding Mental Health (MH) and Substance Abuse (SA) benefit administration:

- Substance Abuse includes Alcohol and Drug Abuse services.
- Transition of Care benefits are provided for a 90-day time period.

<b>Inpatient mental health services</b>	You pay 0% Plan pays 100% after the medical plan deductible is met	You pay 30% Plan pays 70% after the medical plan deductible is met
<b>Outpatient mental health services</b> • This includes group therapy mental health, and intensive outpatient mental health	You pay 0% Plan pays 100% after the medical plan deductible is met	You pay 30% Plan pays 70% after the medical plan deductible is met
<b>Inpatient substance abuse services</b>	You pay 0% Plan pays 100% after the medical plan deductible is met	You pay 30% Plan pays 70% after the medical plan deductible is met
<b>Outpatient substance abuse services</b> • This includes intensive outpatient substance abuse	You pay 0% Plan pays 100% after the medical plan deductible is met	You pay 30% Plan pays 70% after the medical plan deductible is met

**Prescription Drugs**

<b>CIGNA Pharmacy three-tier coinsurance plan</b> • No mandatory generics • Self administered injectable– excludes infertility drugs • Includes Oral Contraceptives • Oral fertility drugs included • Lifestyle Drugs with no Prior Authorization required • Prescription vitamins included • Diabetic supplies and medications are covered without applying any copay • Pens/cartridges or diabetic supplies and medicines are covered without applying any copay	<p><b>Retail</b> (30 day supply) <u>You pay:</u> Generic 0% after plan deductible is met  Preferred brand 0% after plan deductible is met  Non-Preferred Brand 0% after plan deductible is met</p> <p><b>Home Delivery</b> (90 Day supply) <u>You pay:</u> Generic 0% after plan deductible is met</p>	You pay 30% Plan pays 70% after the plan deductible is met
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	Preferred brand 0% after plan deductible is met  Non-Preferred Brand 0% after plan deductible is met	
<b>Specialty Pharmacy</b> <ul style="list-style-type: none"> <li>Clinical Programs</li> </ul>	TheraCare® Program	
<b>Specialty Pharmacy</b> <ul style="list-style-type: none"> <li>Medication Access Option</li> </ul>	Retail and/or Home Delivery	
<b>Vision care</b>	Not covered	

**These are only the highlights**

This summary outlines the highlights of your plan. For a complete list of both covered and not-covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

## **CIGNA DENTAL PREFERRED PROVIDER INSURANCE**

### **The Schedule**

#### **For You and Your Dependents**

The Dental Benefits Plan offered by your Employer includes Participating and Non-Participating Providers. If you select a Participating Provider, your cost will be less than if you select a Non-Participating Provider.

#### **Emergency Services**

The Benefit Percentage payable for Emergency Services charges made by a Non-Participating Provider is the same Benefit Percentage as for Participating Provider Charges. Dental Emergency services are required immediately to either alleviate pain or to treat the sudden onset of an acute dental condition. These are usually minor procedures performed in response to serious symptoms, which temporarily relieve significant pain, but do not effect a definitive cure, and which, if not rendered, will likely result in a more serious dental or medical complication.

#### **Deductibles**

Deductibles are expenses to be paid by you or your Dependent. Deductibles are in addition to any Coinsurance. Once the Deductible maximum in The Schedule has been reached you and your family need not satisfy any further dental deductible for the rest of that year.

#### **Participating Provider Payment**

Participating Provider services are paid based on the Contracted Fee agreed upon by the provider and CG.

#### **Non-Participating Provider Payment**

Non-Participating Provider services are paid based on the Maximum Reimbursable Charge. For this plan, the Maximum Reimbursable Charge is calculated at the 80th percentile of all provider charges in the geographic area.

#### **Standard Carryover Provision**

Dental Expenses that were incurred and applied toward the Individual or Family Deductible during the last 3 months of the calendar year will be applied toward the next year's Deductible.

**Simultaneous Accumulation of Amounts**

Expenses incurred for either Participating or non-Participating Provider charges will be used to satisfy both the Participating and non-Participating Provider Deductibles shown in the Schedule. Benefits paid for Participating and non-Participating Provider services will be applied toward both the Participating and non-Participating Provider maximum shown in the Schedule.

<b>Classes I, II, III Combined Calendar Year Maximum</b>	\$1,000
<b>Class IV Lifetime Maximum</b>	\$1,000
<b>Calendar Year Deductible</b>	\$50 per person, \$100 per family

**Class I**

Preventive Care 80% after plan deductible 80% after plan deductible

**Class II**

Basic Restorative 80% after plan deductible 80% after plan deductible

**Class III**

Major Restorative 50% after plan deductible 50% after plan deductible

**Class IV**

Orthodontia

Class IV Orthodontia applies only to a Dependent Child less than 19 years of age.

50% 50%

**APPENDIX C**

**TOWN OF RIDGEFIELD**

**POLICE DEFINED BENEFIT PENSION PLAN**

The following agreement is made by and between the Town of Ridgefield (hereinafter “the Town”) and the Ridgefield Police Union, The United Public Service Employees Union/Connecticut, Organization for Public Safety Division (UPSEU/COPS) (hereinafter “the Union”) and contains the amended provisions of the Pension Plan for members of the bargaining unit. This agreement is supplementary to the provisions of the existing Collective Bargaining Agreement between the Town and the Union except as to the duration of the Pension Agreement which shall be as stated below.

The pension benefits delineated in this Appendix apply solely to employees hired prior to April 1, 2013. Employees hired on or after April 1, 2013 will be eligible for Retirement Plan benefits as outlined in Appendix D.

**ARTICLE I**  
**NORMAL RETIREMENT DATE**

The normal retirement date shall be the earlier of:

- a) the first day of the month next following the employee’s fifty-fifth birthday or,
- b) the first day of the month next following the employee’s completion of twenty-five (25) years of recognized service under this plan, provided that employees who have reached the age of retirement (55) but who have not attained twenty-five (25) years of service, shall be permitted to work until the completion of twenty-five (25) years of service if the employee evidences physical ability to perform all the required duties of the job and has not reached his sixtieth birthday.

With the exception of the provision of 1 (b) above, employees who have reached the age of fifty-five (55) shall retire unless an extension of the retirement date has been granted by the Town.

**ARTICLE II**  
**MINIMUM REQUIRED SERVICE**

To be eligible for any benefits at retirement, employees must have at least ten (10) years of continuous credited service at Normal Retirement Date.

**ARTICLE III**  
**NORMAL RETIREMENT BENEFITS**

The monthly amount of retirement benefits payable to the employee for his life upon the employee's Normal Retirement Date or Actual Retirement Date, if later, shall be determined as follows:

One-twelfth (1/12) of his Final Average Earnings, multiplied by 2.5%, multiplied by each Year of Credited Service.

The above terms are defined as follows:

Years of Credited 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 provided for each year of employment (July 1 through June 30) they have made pension contributions in the required amount. Year of Employment shall mean each year of Continuous Service in the Town Police or Fire Department and seventy-five percent (75%) of each year of prior Continuous Service in any other Town department. Credited Service shall not exceed a maximum of thirty (30) years.

Final Average Earnings: The average earnings of an employee during the three (3) consecutive years immediately preceding his Normal Retirement Date or Actual Retirement Date, if later. Earning shall mean an employee's rate of base pay, specifically excluding overtime pay, bonuses, and any other non-recurring forms of compensation and specifically including longevity pay, holiday pay and detective premium pay.

**ARTICLE IV**  
**PAST SERVICE CREDITS**

Full credit will be given for all past continuous service with the Town in the Police or Fire Departments. Since some employees have had prior continuous service in other Town departments before transferring to Police or Fire, an allowance of seventy-five percent (75%) credit will be given on each such year towards benefits under the Police and Fire plan. This means that each such year will be counted as 0.75 of a year or nine (9) months service (0.75 x 12 months) in the Police and Fire plan.

**ARTICLE V**  
**VESTING**

Vesting of pension rights and benefits shall be after at least ten (10) years of continuous credited service regardless of age.

**ARTICLE VI**  
**EARLY RETIREMENT**

Early retirement, that is the collection of pension benefits before Normal Retirement Date, shall only start after age fifty (50) years with at least twenty (20) years of continuous credited service and with an actuarial reduction of benefits.

**ARTICLE VII**  
**DISABILITY RETIREMENT**

There shall be no disability retirement feature under the Pension Plan, since this benefit has been covered by a sick leave policy in the current Union contract.

**ARTICLE VIII**  
**SURVIVOR BENEFITS**

The Pension plan shall contain options for employees who wish to take lower retirement benefits at retirement and have their surviving spouses receive a pension after the employee is deceased.

A pre-retirement death benefit as defined in the Town of Ridgefield Employee Pension Plan shall be incorporated in the Town of Ridgefield Police Pension Plan.

**ARTICLE IX**  
**ELIGIBILITY AND CONTRIBUTIONS**

Employees shall be eligible to participate in the Pension Plan and shall commence contributions upon their date of hire, regardless of age.

Employees shall be required to contribute by payroll deductions the sum of six (6%) percent of their base pay, holiday pay, longevity pay, and detective premium for each credited year of service, not to exceed thirty (30) credited years in total.

The Employer shall take all measures necessary to ensure conformance with Section 414(h)(2) of the Internal Revenue Code so that employee contributions to the Pension Plan are treated as employer contributions for tax purposes.

The rate of interest credited to employee contributions returned to an employee leaving the Pension Plan shall be a minimum of two percent (2%) prior to July 1, 1984 and a minimum of five percent (5%) after July 1, 1984.

**ARTICLE X**  
**PENSION TRUST AGREEMENT**

It is agreed that the amendments to the Pension Trust Agreement that will be drawn to effect the benefits previously outlined will be subject to prior review and approval by the

Union before adoption, since the regulations of the Trust Agreement will prevail, after adoption, in deciding all benefit claims and all administrative procedure not previously outlined.

**ARTICLE XI**  
**DURATION**

This pension agreement shall be in effect from the implementation date through June 30, 2019.

The Duration of the Pension Agreement shall automatically be updated during all future contract negotiation to match the dates of the successor Collective Bargaining Agreement.

**APPENDIX D**

**TOWN OF RIDGEFIELD**

**DEFINED CONTRIBUTION PENSION PLAN**

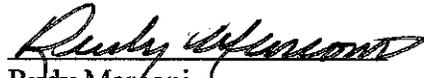
1. **Effective Date.** Employees appointed to positions in the bargaining unit on or after April 1, 2013 shall be ineligible for participation in the pension plan set forth in Appendix C. Such employees shall participate in the Defined Contribution Pension Plan.
2. **Mandatory Participation.** An employee covered by this Agreement shall be required to participate in the Defined Contribution Retirement Savings Plan (the "DC Plan") as set forth in this Section, effective on date of appointment.
3. **Mandatory Contributions.** Immediately upon commencing participation in the DC Plan, each participant shall contribute five percent (5%) of his or her base pay to the DC Plan, and the Town shall contribute an additional five percent (5%) of the participant's base pay to the DC Plan.
4. **Vesting.** Each participant is always 100% vested in his or her employee contributions to his or her account in the DC Plan. Town contributions to the participant's DC Plan account shall be vested in accordance with the following schedule:
  - 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.

**SIGNATURE PAGE**

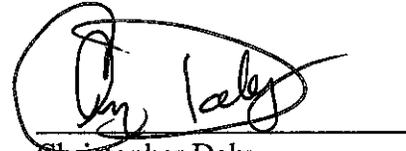
TOWN OF RIDGEFIELD

RIDGEFIELD POLICE UNION  
UPSEU/COPS

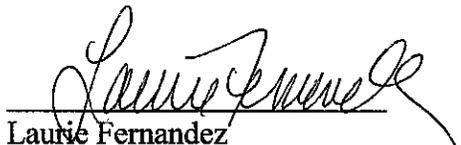
By

  
Rudy Marconi  
First Selectman

By

  
Christopher Daly  
President

By

  
Laurie Fernandez  
Director of Human Resources

By

  
Thomas Dardis  
Vice-President

Date Signed

8/29/17

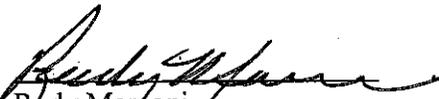
Date Signed

8/29/17

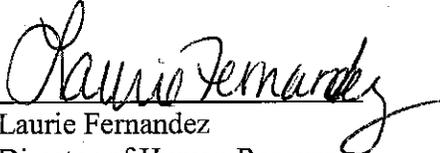
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this, 19<sup>th</sup> day of Sept., 2017.

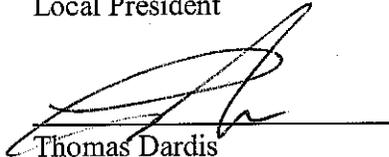
TOWN OF RIDGEFIELD

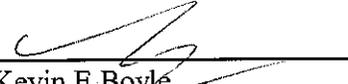
UNITED PUBLIC SERVICE  
EMPLOYEES UNION/COPS  
DIVISION-RIDGEFIELD POLICE

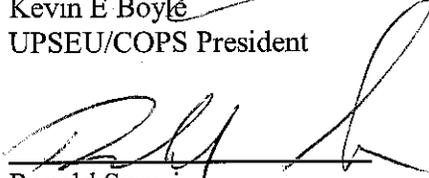
By   
Rudy Marconi  
First Selectman

By   
Christopher Daly  
Local President

By   
Laurie Fernandez  
Director of Human Resources

By   
Thomas Dardis  
Local Vice-President

By   
Kevin E Boyle  
UPSEU/COPS President

By   
Ronald Suraci  
Regional Director

Date Signed 9/29/17

Date Signed 9/27/2017