



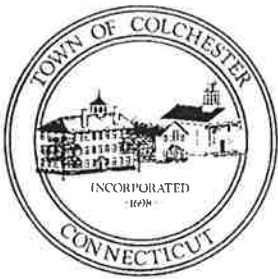
Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting @ 7PM
Thursday, September 15, 2016
Colchester Town Hall
Meeting Room 1**

RECEIVED
TOWN OF COLCHESTER, CT
2016 SEP 12 AM 9:31

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the September 1, 2016 Board of Selectmen Meeting
4. Approve Minutes of the September 12, 2016 Special Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Economic Development Commission – James Ford possible reappointment for a five-year term to expire on 10/31/2021
 - b. Youth Services Advisory Board – Virginia Streppa resignation
 - c. Police Commission – Steven Caron resignation effective 11/1/2016
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Appropriation from Vehicle Reserve for Senior Center Minivan
10. Discussion and Possible Action on Park Place Subdivision Bond Reduction
11. WJMS Building Project Workshop Update
12. Discussion and Possible Action on Reorganization of the Finance Department
13. Discussion and Possible Action on 235 Lebanon Avenue
14. Discussion and Possible Action on Tentative Agreement with Library Employees Union Local 1303-448
15. Discussion on IT Backup Plan
16. Citizen's Comments
17. First Selectman's Report
18. Liaison Reports
19. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, September 1, 2016
Colchester Town Hall @7pm

RECEIVED
COLCHESTER, CT
2016 SEP -6 AM 10:54
TOWN CLERK

MEMBERS PRESENT: Selectman Rosemary Coyle, Selectman Stan Soby Selectman Denise Mizla, and Selectman John Jones

MEMBERS ABSENT: First Selectman Art Shilosky

OTHERS PRESENT: J Kelley @ 7:20 and Clerk T. Dean

1. Call to Order

Selectman R Coyle called the meeting to order at 7:00 p.m.

2. Additions to the Agenda

R Coyle asked that the following be added; Item #10 Discussion and Possible Action on Blight Ordinance Draft, renumber remaining items.

J Jones moved to add item to the agenda as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

3. Approve Minutes of the August 18, 2016 Board of Selectmen Meeting

R Coyle corrected item #6 "R Coyle stated that", to remove second 'that'.

J Jones moved to approve the Regular Board of Selectmen meeting minutes of August 18, 2016, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

4. Citizen's Comments – none

5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations - none
a. Police Commission

6. Budget Transfers

S Soby moved to approve the transfer as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

7. Tax Refunds & Rebates

S Soby moved to approve tax refund in the amount of \$34.96 to Gary Siddell, \$5.66 to Matthew and Joanne Tallman, \$219.19 to Emily or Joseph Riffitts, \$40.19 to Erik Boerenko, \$37.65 to Benjamin Duffy, \$16.01 to Patricia and Willibald Sedlmeier, 99.90 to John Markham, \$41.85 to Gary or Erica Siddell, \$139.00 to James Jr. and Sandra Spillane, \$39.04 Stephan Wade, \$785.16 to Michael and Erin Szewczyk, \$185.17 to Nissan Infiniti-LT, \$48.47 to John Moroch, \$121.39 to Pamela Ploski, \$19.97 to Maureen Parsons, \$81.05 to Archie Gilbert Jr., \$17.93 to Nancy and David Piella, \$180.00 to Frank Gargano, \$15.46 to Murray Cruickshank, and \$64.51 to VW Credit Leasing LTD, seconded by D Mizla. Unanimously approved. MOTION CARRIED

8. Discussion and Possible Action on Senior Resources Agency on Making Memories Grant

D Mizla moved to approve the FY 2016-2017 Making Memories Grant and authorize the First Selectman to sign all necessary documents, seconded by S Soby. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Board of Selectmen Bylaws Regarding Citizens Comments

S Soby moved to approve the Board of Selectmen Bylaws regarding Citizens Comments amended version dated 9/1/2016, seconded by J Jones. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on Blight Ordinance Draft

The Board reviewed the Blight Ordinance Draft (attached). R Coyle inquired why the special circumstances section was removed. S Soby answered that it was for consistency purpose, the attorney felt it was too open ended. Replaced that

section with Section 8, Preliminary Meeting. The Commission agreed to identify special circumstances to be able to work out a plan to preclude from immediate enforcement action. S Soby stated that it is something that the town has already

been doing that has been successful. S Soby stated that there will be a 10 day turn around to move the process along. The Commission will work on dates with the First Selectman to have informal public meetings to solicit feedback and help residents understand what is being proposed. It will then be forwarded to Public Hearing. The draft will be posted on the website with copies available in the First Selectman's Office, Town Clerk's Office, Senior Center and Library.

S Soby moved to accept the Blight Ordinance Draft dated 8/24/2016 to move forward to informal public sessions before sending to Town Meeting, seconded by J Jones. Unanimously approved. MOTION CARRIED.

11. Citizens Comments

J Kelley commented on agenda item #9 regarding citizen's comments and he hopes that it won't limit speakers to one comment. Asked Board to rethink adding more full time officers to the police force. S Soby suggested that J Kelley contact Sgt. Martinez and express his concerns regarding traffic on his street. J Kelley also suggested more funds to be put into the next budget for tree removal.

12. First Selectman's Report – none

13. Liaison Reports

D Mizla reported on Charter Revision – Commission met with the town attorney to provide his written position. Commission received more recommendations for review from town dept. heads. Public informational sessions discussed. Next meeting will talk about which sections are ready.

S Soby reported on Chatham Health – Received notification that the per capita grant is out. Six out of seven employees went to a specific customer service training. Working on fee structure to simplify. This will make it easier for the public and have the cost relate to actual work involved. A memorandum of understanding created regarding planning and implementation of mass dispensing of counter measures, scheduled to come to Colchester next for First Selectman's signature. Focusing on educational programs in the health district. R Coyle added that Chatham is working with realtors to implement the Lead Grant Program, who can forward it on to new homeowners. Chatham also pooling with other towns on a Radon Kit Program to advertise in daycare facilities. Daycare facilities will distribute kit to families that want it, and Chatham will pick up the completed kits and send out as the health district. The health district has the ability to send out mass tests. Flu clinics being planned.

14. Adjourn

J Jones moved to adjourn at 7:28 p.m., seconded by S Soby. Unanimously approved. MOTION CARRIED.

Attachment: Blight Ordinance Draft

Respectfully submitted,

Tricia Dean, Clerk

**Town of Colchester
Blight Ordinance**

Section 1 Declaration of Purpose

It is declared that the presence of blighted properties adversely affects the quality of life of the residents and the economic well-being of the Town of Colchester. The purpose of this Ordinance is to define, prohibit, and abate blights; to protect, preserve, and promote public health, safety and welfare; and to preserve and protect property values within the Town of Colchester. This Ordinance is adopted pursuant to Connecticut General Statutes §7-148(c)(7)(H)(xv) and is deemed to be a Blight Ordinance.

Section 2 Scope

This Ordinance shall apply uniformly to the maintenance of all residential, nonresidential, commercial/industrial, and undeveloped premises now in existence or hereafter constructed, maintained, modified or abandoned/vacated. The following shall be excluded: agricultural lands as defined in Section 22-3(b) of the Connecticut General Statutes; land dedicated as public or semi-public open space or preserved in its natural state through conservation easements; and areas designated on Town of Colchester maps as inland wetlands and watercourses.

No owner of real property located in the Town of Colchester shall allow, create, maintain, or cause to be created or maintained a blighted property as detailed in Section 3 of this Ordinance. This Ordinance recognizes all applicable State of Connecticut statutes and Town of Colchester codes such as building codes, zoning codes, fire codes and health codes.

DRAFT #7 – August 24, 2016

- f) rodent harborage and/or infestation;
- g) dead, decayed, diseased or damaged trees constituting a hazard or danger to adjacent premises or the occupants thereof or to public property or persons lawfully therein;
- h) chronically overgrown grass, weeds, or similar vegetation that is allowed to reach and remain at a height of twelve (12) inches or greater; cultivated gardens and areas maintained in their naturally wooded, field, or shoreline state are specifically excluded from the height requirement so stated;
- i) commercial parking areas left in a state of disrepair or abandoned.

Building Official is an individual who administers the state building code and any applicable ordinances of the Town.

Citation Hearing Officer is an individual appointed by the Board of Selectmen to conduct official hearings authorized by this Ordinance, who may not be a police officer or a Town employee or person who issues citations on behalf of the Town.

Director of Health or health district designee is an individual who administers state health regulations applicable to this Ordinance.

Designated Blight Enforcement Official is the individual whom the Blight Enforcement Committee designates to investigate and to act upon the complaint.

Issuance of Citation is the notification that fines and the penalties are being assessed against the owner of the premises for the Violation of this Ordinance.

Let For Occupancy or Let is to permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Notice of Violation is the initial notification in writing of a violation to the owner of the premises.

Occupancy is the purpose for which a building or portion thereof is utilized or occupied.

Section 6 Reporting a Complaint

Complaints by residents of the Town of Colchester ~~members of the public~~ shall be submitted to the First Selectman or his/her designee. The First Selectman or a designee shall forward the complaint to the Blight Enforcement Committee who shall assign an appropriate Designated Enforcement Official.

Section 7 Notice of Violation

- 1) Whenever the Blight Enforcement Committee or Designated Enforcement Official determines that there has been a violation of any provision of this Ordinance, except as to Section 3, 4(d) pertaining to unregistered motor vehicles, the Designated Blight Enforcement Official shall give notice of the Violation to the owner of the premises responsible therefore, as hereinafter provided.

Such notice shall:

- a) be in writing;
 - b) set forth the violation(s) of this Ordinance;
 - c) specify a final date which will be at least thirty (30) days and not exceed sixty (60) days for the correction of any violation;
 - d) be served upon the owner or owner's agent; provided such notice shall be deemed to be properly served upon such owner or agent, or upon such occupant, as by any method authorized or required under the laws of this State;
 - e) contain an outline of remedial action which, if taken, will result in the permanent compliance with the provisions of this Ordinance;
 - f) state the penalties and enforcement provisions of this Ordinance that will become effective on the final date set for the correction of any violation;
 - g) inform the owner of the opportunity for a preliminary meeting as set forth in Section 8.
- 2) Whenever the Designated Blight Enforcement Official determines that there has been a violation of Section 3, 4(d), the enforcement official shall give notice of such violation to the person responsible. The notice shall be in compliance with above Section 7 (1) and any applicable Town

Section 9 Issuance of Citation

The Designated Blight Enforcement Official is authorized to issue a Citation if a violation remains unabated after the final correction date as set forth in the Notice of Violation or in the Preliminary Meeting voluntary remedial action plan. The Citation shall:

- 1) Be in writing;
- 2) State the address of the affected property;
- 3) Identify the nature (description) of the violation and the remedial action that is required to be in compliance;
- 4) State the penalty amounts and enforcement actions of a lien as outlined in Section 10 for the continued violation of this ordinance;
- 5) Specify a final date of at least thirty (30) days but not to exceed sixty (60) days for correction of the violation;
- 6) State the right to appeal the Citation.

The Citation must be mailed by either certified mail, with a return receipt requested, or by electronic mail with a read-receipt sent to the owner or owner's agent of the property. This notice must also meet the same standards as the notices to remedy a health, housing, or a safety code violation.

Section 10 Appeals and Citation Hearing

Within ten (10) days of receipt of a written Citation, the Owner may request an appeal of the Blight Violation and penalties by filing a written request to the First Selectman's Office.

Appeals of any action by the Blight Enforcement Committee or any member of the Committee or any other Town employee or Town appointed designee shall be heard by a Citation Hearing Officer appointed by the Board of Selectmen. The Connecticut Uniform Administrative Procedures Act shall guide the Hearing Officer. Connecticut General Statutes Section 7-152c establishes the appeal and citation hearing process for all appeals under this Ordinance.

The Designated Blight Enforcement Official shall attend the hearing.

Blight Ordinance References

Colchester 2015 Plan of Conservation & Development Effective June 21, 2015

Colchester Land Development Regulation Effective January 15, 2015

Colchester Charter Chapters 30 & 55 as noted in Land Development Regulations

Connecticut Department of Public Health Sec. 19-13-B Chapter 11 Environmental Health

Connecticut General Statute Section 1-1 (q) regarding Agriculture

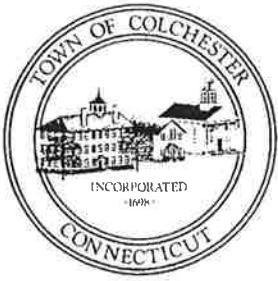
Connecticut General Statutes Annotated Title 7. Municipalities (C.G.S.A. § 7-148)
Effective October 1, 2015

2015 CCM Annual Convention Topics in Municipal Law: Successfully Enforcing Your Blight Ordinance

2012 International Property Maintenance Code

Blight Ordinances from various Connecticut towns:

Ansonia	Montville
Avon	New Canaan
Brookfield	North Haven
Clinton	Rocky Hill
Cromwell	Seymour
East Hartford	South Windsor
East Lyme	Stamford
Glastonbury	West Haven
Griswold	Westport
Guilford	Wethersfield
Madison	Woodbridge



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Special Meeting Minutes
Monday, September 12, 2016
Colchester Town Hall @ 1pm

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman John Jones; via teleconference Selectman Stan Soby, Selectman Denise Mizla and Selectman Rosemary Coyle

MEMBERS ABSENT: none

OTHERS PRESENT: Clerk T. Dean

- 1. Call to Order**
First Selectman A Shilosky called the meeting to order at 1:05 p.m.
- 2. Discussion and Possible Action on Chatham Health MOU Regarding Planning and Implementation of Mass Dispensing of Countermeasures**
R Coyle moved to authorize the First Selectman to sign the Chatham Health District Memorandum of Understanding regarding planning and implementation of mass dispensing of countermeasures, seconded by J Jones. Unanimously approved. MOTION CARRIED
- 3. Adjourn**
J Jones moved to adjourn at 1:06 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

RECEIVED
COLCHESTER, CT
2016 SEP 12 PM 1:22
TOWN OF COLCHESTER
CLERK T. DEAN

Economic Development Commission- 7 Members, 2 Alternates, 5 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	James W. Ford	D	860-537-6788	ford_james_w@sbcglobal.net	10/31/2016
Member	John Dion	U	860-884-2069	jpgdion@att.net	10/31/2019
Member	Bruce Goldstein	R	860-537-9181	bruceeg@paradiseseagency.com	10/1/2019
Member	Bruce Fox	D	860-267-0752	brucehfox@aol.com	10/1/2019
Member	Stacey Brown	R	860-537-0302	ibanezowner@yahoo.com	10/31/2020
Member	VACANT				12/15/2017
Member	VACANT				10/1/2018
Alternate	Jean Walsh	U	860-537-8988	jean.0621@yahoo.com	10/1/2019
Alternate	VACANT				10/31/2019
Clerk	Gail Therian				

Economic Development Commission

8/30/16

Board of Selectmen
127 Norwich Ave.
Colchester, Ct. 06415

RE: Youth Service Advisory Board

Dear Board,

Please accept my resignation from the Youth Service Advisory Board. I am no longer a resident of Colchester Ct. Thank you for the brief opportunity to work with the exceptional people of this board and best wishes for the future.

Sincerely,


Virginia Streppa

Steven Caron
33 Harbor Road
Colchester, Connecticut 06415

[Date] *received via email 9/8/16*

Art Shilosky
First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, Ct., 06415

RECEIVED
COLCHESTER, CT
2016 SEP -8 PM 3:04
TOWN OF COLCHESTER
CLERK

Dear Art Shilosky:

It is with regret that I will not seek to extend my service on the Police Commission in November, 2016.

I am grateful for having had the opportunity to serve on the Police Commission in the past, and I offer my best wishes for its continued success.

Sincerely,

Steven Caron

CC Rob Parlee

Town of Colchester Interoffice Memorandum

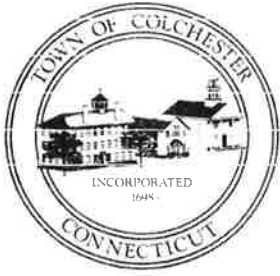
To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works
CC:
Date: 9-11-2016
Re: Recommendation Vehicle Reserve Appropriation – Senior Center Replacement Mini-van

During the course of several vehicle and heavy equipment acquisitions, the vehicle replacement plan had estimated resale or trade in values for the "to be disposed of" vehicles. In most cases the price received, exceed the estimated value of the vehicle. Additionally there were vehicles listed in the original plan that were partially funded and the vehicle purchased with the use of other funding sources, or the vehicle listed in the plan not being purchased. The combination of these factors has resulted in a availability of funds to purchase a vehicle ahead of schedule or in the case of the Senior Center mini-van, as a replacement due to the mechanical failure of the former Dodge Caravan mini-van.

The Ford Transit Connect Wagon XL was selected in order to maintain the standardization of fleet operations and maintenance throughout the Town's small vehicle fleet. A demonstration model was brought to the Senior Center for test driving and was found to be acceptable for their use. The only request was to increase the rear storage capacity which is incorporated into the Wagon XL model selected.

The request is for the appropriation from the Vehicle Reserve Fund for an amount totaling \$27,720 for the purchase of a 2016 Ford Transit Connect Wagon XL model as the replacement vehicle for the Senior Center Mini-van,.

Proposed Motion: That the Board of Selectmen, subject to Board of Finance approval, appropriate \$27,720 from the Vehicle Reserve Fund for a replacement mini-van for the use of Senior Center.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

September 7, 2016

To: Colchester Board of Selectmen

From: Randy Benson, Town Planner

Re: Park Place Subdivision, 309 Old Hebron Road, Colchester CT. prepared for Colchester Construction by CLA Engineers, Inc. **(Public Improvements for Old Hebron Road and Nature Ave.)**

The Owner of the referenced Subdivision (Robert Gagnon), has requested the release of a portion of the Public Improvement Bond for work that has been completed.

As of September 2, 2016 certain portion of the public improvements have been completed to the approval of Sal Tassone, Town Engineer and Jim Paggioli, Director of Public Works.

The Town is currently holding two Cash bonds for the site. One bond is an E & S Bond for \$132,300.00 and one bond is a Public Improvement Bond for \$966,229.50. The two Bonds total \$1,098,529.50 issued by Park Place Holdings, Inc. Town Staff is recommending a bond reduction of \$366,900.00 for the work that has been performed to date. This will leave a total amount of \$731,629.50 for the two bonds for the work yet to be performed and E & S control measures.

RECOMMENDED MOTION:

Motion that the Town of Colchester release \$366,900.00 of the Public Improvements cash bond to Park Place Holdings for the Park Place Subdivision as recommended by the Town Engineer.



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: September 12, 2016

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Finance Department Reorganization

Background

Based on a review of various Board minutes, a historical timeline of the major events regarding the merger of the Town and BOE Finance departments follows:

In November/December 2000, after receiving a report from the AdHoc Committee Town & School Partnership, the BOF, BOS and BOE endorsed/supported the concept of combining the Town and BOE Finance departments, and the hiring of a Chief Financial Officer (CFO).

Details regarding the CFO position were finalized by the AdHoc Committee in June 2001. A recruitment/hiring process was established, and the first CFO started in December 2001. It was around this time that the existing Town Finance Department was renovated and the BOE Business Office employees were relocated to those offices with the existing Town Finance Department employees.

In December 2002, the Consolidation of Finance Operations Committee submitted and discussed its report and review on the current state of the combined Finance Department and stated goals at a BOF meeting. The Committee recommended that the CFO develop a written plan for implementation of merger-related services that would include job descriptions and expectations.

In February 2003, the CFO distributed and discussed a Reengineering Plan & Timeline Report at a BOF meeting, which included an Operational Chart and Organizational Chart and indication that specific job descriptions were to be completed soon. Upon the resignation of the former School Business Manager, a non-union position of Controller was established and hired in November 2003. It appears that this was the only position that was changed prior to the CFO's resignation in April 2004.

An interim CFO served from January 2005 until the current CFO was hired in May 2005. The Controller position has been modified twice since that time – changed to Financial Administrator after the Controller's resignation in September 2005, and then changed to Accountant after the Financial Administrator's resignation in July 2015.

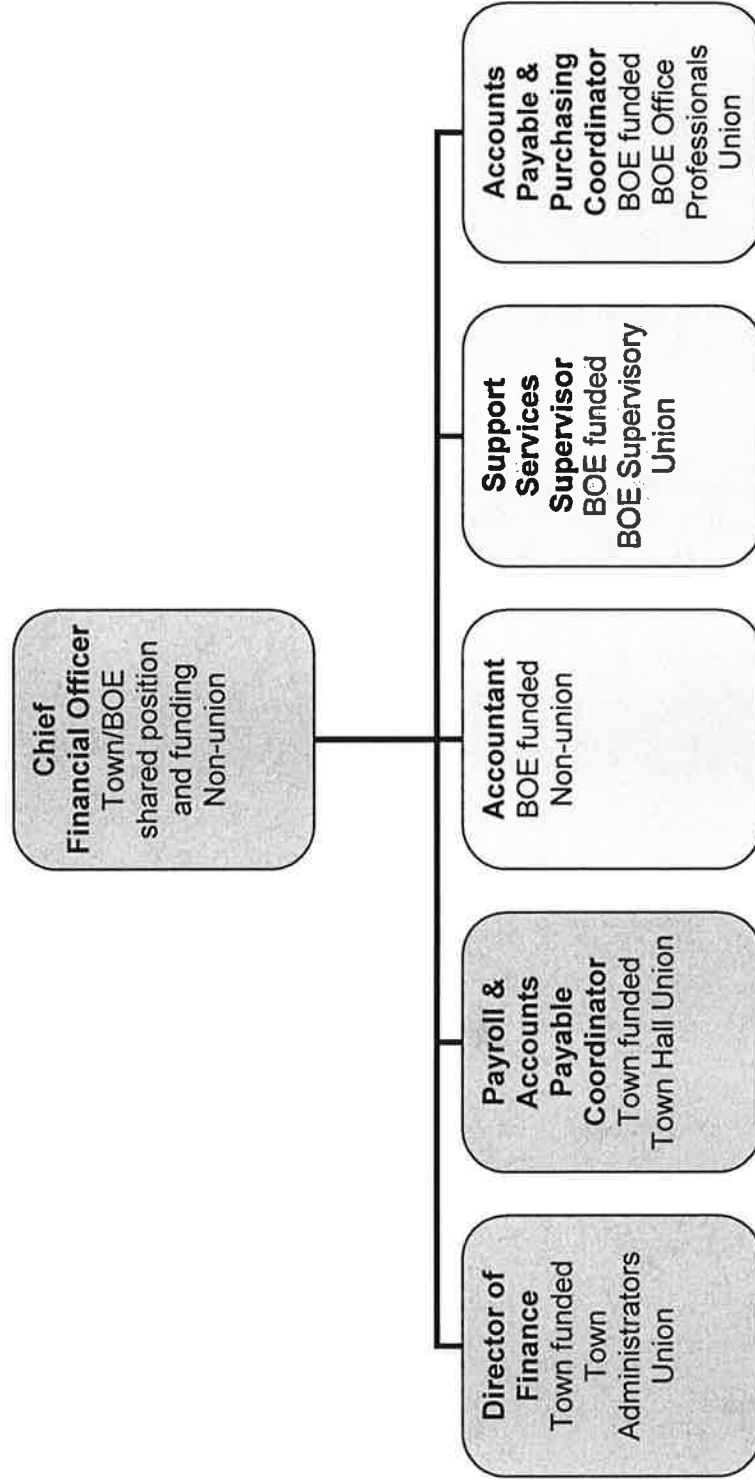
The attached organization chart reflects the current positions in the department, including union affiliation and budget funding sources. With four (4) positions in four (4) separate unions, and two (2) non-union positions, the individual employees in the department have had different work rules and schedules, along with different benefit options.

With the retirement of the individual in the BOE position of Support Services Supervisor, the department has an opportunity to make changes in its organizational structure that will complete a major phase of the consolidation approved at the end of the 2000 calendar year, and implement the efficiencies of operation that were anticipated as a result. A Memorandum of Agreement with the Town Hall Union and the BOE Supervisory Union is enclosed along with job descriptions for the new and/or reconfigured positions that are part of this proposal. Key components of this reorganization proposal were to have little, if any, impact on existing employees of the department (also an important consideration in 2000), and be within the financial amounts included in the Town and Education budgets for the Finance department.

Recommendation

Approval of the Memorandum of Agreement with the Town Hall Union as presented, and authorization for the First Selectman to sign all documents. Approval of the job descriptions for the Town Hall Union positions – Payroll & A/P Manager, and Payroll & A/P Assistant, and non-union part-time position – Finance Department Clerk, as presented.

**Town of Colchester
Organizational Chart
Finance Department – Town & BOE**



MEMORANDUM OF AGREEMENT

between

Town of Colchester (“Town”), Colchester Board of Education (“Board”), Colchester Town Hall Employees, Local 1303-254 of AFSCME Council 4 (“Town Hall Union”) and Local 818, Council #4, AFSCME, AFL-CIO (“Board Supervisory Union”)

Whereas, the Town and the Board currently share a Finance Department which is served by both Town and Board employees; and

Whereas, through reorganization, various positions in the Finance Department will be created or eliminated as identified herein;

Therefore, the Town, Board, Town Hall Union and Board Supervisory Union, hereby agree to the following:

1. Effective October 1, 2016, the position of Payroll & Support Services Supervisor, a position in the Board Supervisory Union will become vacant due to the retirement of Board employee Faithé Petty. On such date, the Payroll & Support Services Supervisor position shall be eliminated by the Board.
2. Effective and retroactive to August 29, 2016, the functions currently performed by the Town’s A/P & Payroll Coordinator, held by Susan Badrick, shall be upgraded as reflected in the job description attached hereto as Exhibit A. The title of the upgraded position shall be Payroll & A/P Manager and shall be a position covered by the recognition clause in the Town Hall Union. The Town and the Town Hall Union agree that the annual salary for this forty (40) hour per week position shall be \$69,000 and the position shall be afforded applicable benefits as set forth in the collective bargaining agreement between the Town and the Town Hall Union. The Town and the Town Hall Union agree that this position shall not be posted and that Ms. Badrick shall assume the new duties as the Payroll & A/P Manager.
3. The Town will create a new position titled Payroll & A/P Assistant. This position will be covered by the recognition clause in the Town Hall Union. A job description for this position is attached hereto as Exhibit B. The Town and the Town Hall Union agree that the hourly wage for this forty (40) hour per week position shall be \$24.00 per hour and the position shall be afforded applicable benefits as set forth in the collective bargaining agreement between the Town and the Town Hall Union. The Town and the Town Hall Union agree that this position shall be posted consistent with the provisions of Article VI – Vacancies and Transfers of the collective bargaining agreement between the Town and the Town Hall Union.
4. The Town will also create a new part-time position titled Finance Department Clerk. This position will not be covered by a bargaining unit, including the Town Hall Union. A position description for this position is attached hereto as Exhibit C.
5. The Parties agree and acknowledge that this Agreement constitutes the complete understanding between the Parties, and supersedes any and all prior agreements or understandings, oral or written, between the parties with respect to the matters described in this Agreement.

6. The Parties agree not to file any grievances or prohibited practice charges concerning the personnel issues identified herein.
7. This Agreement shall be considered non-precedent setting for any purposes other than the matter to which this Agreement refers and the terms of this Agreement shall be subject to modification by mutual agreement of the Town and the Union.

The parties have reached this Agreement as of this _____ day of September, 2016.

TOWN OF COLCHESTER

COLCHESTER BOARD OF EDUCATION

Art Shilosky, First Selectman

Jeffry Mathieu, Superintendent of Schools

Date

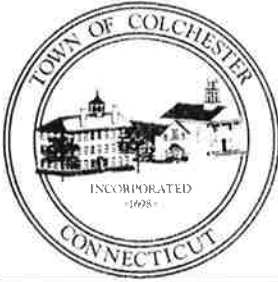
Date

**COLCHESTER TOWN HALL EMPLOYEES,
LOCAL 1303-254 OF AFSCME COUNCIL 4**

**LOCAL 818, COUNCIL #4,
LOCAL 818, COUNCIL #4, AFSCME, AFL-
CIO**

Date

Date



Town of Colchester/Colchester Public Schools Job Description

Finance Department Payroll & Accounts Payable Manager

OVERVIEW

The Finance Department is responsible for maintaining all budgets, accounts, payroll and financial records of the Town and School District. This is a highly responsible position requiring strong financial management and analytical skills. This position involves the performance of a wide variety of professional payroll, accounts payable and financial control functions for a combined Finance Department.

WORK SCHEDULE

Monday-Friday, 8:00 a.m. - 4:30 p.m. with a half hour lunch break (40 hours/week).

SUPERVISOR

Work under the direct supervision of the Chief Financial Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Payroll processing – review and supervise payroll calculations and data entry of hours/earnings/deductions into payroll accounting system.
- Review payroll financial reports and data against source documents for accuracy, including comparison of data maintained in other software programs (such as Aesop).
- Verify/balance all payroll reports.
- Responsible for processing of all payroll remittances to employees, including checks and direct deposits.
- Maintain payroll database on all employees.
- Maintain and update deduction and employer contribution records for all union and non-union employees, including any required reports, for the following: 457 deferred compensation plan, 401(a) defined contribution plan, 403(b) plan, defined benefit pension plan, State Teachers Retirement plan, health insurance, Section 125 medical & dependent care, employee health savings accounts, and garnishments.
- Responsible for oversight and maintenance of employee benefits database in coordination with Human Resources department and contracted Employee Benefits Administrator.
- Review invoices from insurance carriers for employee related insurance and submit for payment.
- Work with Human Resources department to report workers compensation claims, and provide additional information as necessary.
- Maintain OSHA reports.
- Responsible for preparation, review and distribution to all employees of Federal and State W-2 forms, and Federal Form 1095 related to reporting requirements under the Affordable Care Act. Ability to prepare and submit applicable quarterly and annual State & Federal tax reports.
- Assists CFO in preparation of annual payroll budgets.
- Prepare and maintain payroll and benefits data for collective bargaining negotiations as requested.
- Accounts Payable processing – review and supervise processing of purchase orders, invoices for payment, including data entry into accounting system.
- Maintain accounts payable database on all vendors.
- Supervise processing of 1099 forms to vendors and prepare and submit applicable State & Federal tax reports.
- Verify and post data in accordance with state and federal regulations and acceptable accounting practices to maintain centralized payroll, accounts payable and budget control system.

- Transmit all direct deposit and electronic fund transfer (EFT) files to Financial Institutions.
- Work directly with Town and School Departments and personnel as requested by the CFO.
- Perform additional duties/tasks as may be directed by the CFO.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

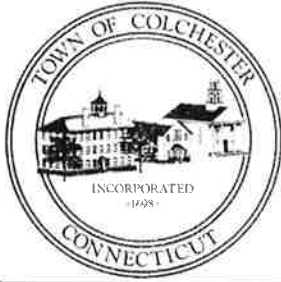
- Must have:
 - Excellent written and oral communication skills.
 - Understanding of procedures and requirements of the Freedom of Information Act or ability to learn.
- Must be able to:
 - Maintain a high level of confidentiality in and out of the office.
 - Review and process paperwork with a high degree of accuracy.
 - Recommend and administer policies and procedures including planning, financial management, report development and writing.
 - Establish and maintain accurate files and record systems.
 - Be highly organized and prioritize when under pressure and with deadlines.
 - Concentrate on fine detail with constant interruption.
 - Effectively operate information technology equipment and programs in an automated accounting system, including but not limited to Word, Excel, Munis, Powerpoint, Adobe Acrobat.
 - Communicate, work effectively, exhibit a professional manner, and maintain positive relationships with staff, vendors, and the general public.
 - Represent the department in a professional and courteous manner.
 - Lift and/or move up to 25 pounds.
 - Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

- Bachelors Degree or equivalent experience.
- Four years of responsible payroll or office accounting/bookkeeping experience.

WORK ENVIRONMENT

It is the policy of the Town of Colchester and Colchester Public Schools to provide a safe and healthy workplace for all employees. The Town of Colchester and Colchester Public Schools are committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester and Colchester Public Schools safety policies.



Town of Colchester/Colchester Public Schools Job Description

Finance Department Payroll & Accounts Payable Assistant

OVERVIEW

The Finance Department is responsible for maintaining all budgets, accounts, payroll and financial records of the Town and School District. This is a responsible position requiring financial management and analytical skills. This position involves the performance of a wide variety of payroll and accounts payable functions for a combined Finance Department.

WORK SCHEDULE

Monday-Friday, 8:00 a.m. - 4:30 p.m. with a half hour lunch break (40 hours/week).

SUPERVISOR

Work under the direct supervision of the Chief Financial Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Payroll processing – perform payroll calculations and data entry of hours/earnings/deductions into payroll accounting system.
- Review payroll financial reports and data against source documents for accuracy, including comparison of data maintained in other software programs (such as Aesop).
- Prepare and distribute all payroll remittances to employees, including checks and direct deposits.
- Enter updates to payroll database on all employees as directed.
- Enter updates to deduction and employer contribution records for all union and non-union employees, including any required reports as directed, for the following: 457 deferred compensation plan, 401(a) defined contribution plan, 403(b) plan, defined benefit pension plan, State Teachers Retirement plan, health insurance, Section 125 medical & dependent care, employee health savings accounts, and garnishments.
- Enter updates to employee benefits database in coordination with Payroll & Accounts Payable Manager and contracted Employee Benefits Administrator.
- Prepare and distribute Federal and State W-2 forms, and Federal Form 1095 related to reporting requirements under the Affordable Care Act, to all employees.
- Accounts Payable processing – review and process purchase orders, invoices for payment, including data entry into accounting system.
- Enter updates to accounts payable database on all vendors as directed.
- Prepare and distribute all 1099 forms to vendors.
- Verify and post data in accordance with state and federal regulations and acceptable accounting practices to maintain centralized payroll, accounts payable and budget control system.
- Work directly with Town and School Departments and personnel as requested by the CFO.
- Perform additional duties/tasks as may be directed by the CFO.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Must have:
 - Excellent written and oral communication skills.
 - Understanding of procedures and requirements of the Freedom of Information Act or ability to learn.

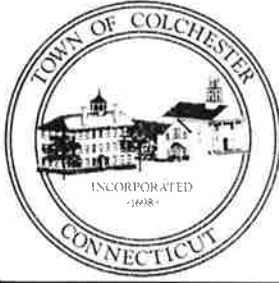
- Must be able to:
 - Maintain a high level of confidentiality in and out of the office.
 - Review and process paperwork with a high degree of accuracy.
 - Maintain accurate files and record systems.
 - Be highly organized and prioritize when under pressure and with deadlines.
 - Concentrate on fine detail with constant interruption.
 - Effectively operate information technology equipment and programs in an automated accounting system, including but not limited to Word, Excel, Munis, Adobe Acrobat.
 - Communicate, work effectively, exhibit a professional manner, and maintain positive relationships with staff, vendors, and the general public.
 - Represent the department in a professional and courteous manner.
 - Lift and/or move up to 25 pounds.
 - Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

- Associates Degree or equivalent experience.
- Two years of responsible payroll or office accounting/bookkeeping experience.

WORK ENVIRONMENT

It is the policy of the Town of Colchester and Colchester Public Schools to provide a safe and healthy workplace for all employees. The Town of Colchester and Colchester Public Schools are committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester and Colchester Public Schools safety policies.



Town of Colchester/Colchester Public Schools Job Description

Finance Department Department Clerk – Part-time

OVERVIEW

The Finance Department is responsible for maintaining all budgets, accounts, payroll and financial records of the Town and School District. This position is responsible for performing a variety of administrative and clerical duties for a combined Finance Department.

WORK SCHEDULE

Part-time (15 hours/week) as assigned/required, dependent on the needs of the Finance Department as determined by the Chief Financial Officer.

SUPERVISOR

Work under the direct supervision of the Chief Financial Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist with office duties such as filing, copying, answering telephones, greeting customers.
- Provide support and assistance to department personnel.
- Sort and compile checks and invoices.
- Mail/fax/email purchase orders to vendors and requesting departments.
- Open and sort department mail.
- Match invoices to purchase order receiving records.
- Update and maintain vendor Federal Tax Identification information.
- Sort and compile time sheets for payroll entry.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Must have:
 - Excellent written and oral communication skills.
 - Understanding of procedures and requirements of the Freedom of Information Act or ability to learn.
- Must be able to:
 - Maintain a high level of confidentiality in and out of the office.
 - Review and process paperwork with a high degree of accuracy.
 - Maintain accurate files and records.
 - Effectively operate information technology equipment and programs in an automated accounting system, including but not limited to Word, Excel, Munis, Adobe Acrobat.
 - Communicate, work effectively, exhibit a professional manner, and maintain positive relationships with staff, vendors, and the general public.
 - Represent the department in a professional and courteous manner.
 - Lift and/or move up to 25 pounds.
 - Perform the essential functions of the job with minimal supervision and with or without reasonable accommodations.

EDUCATION AND EXPERIENCE

- High School diploma or equivalent.
- Experience in general clerical work with municipal experience preferred; or an equivalent combination of education and experience.

WORK ENVIRONMENT

It is the policy of the Town of Colchester and Colchester Public Schools to provide a safe and healthy workplace for all employees. The Town of Colchester and Colchester Public Schools are committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester and Colchester Public Schools safety policies.

MEMORANUM

Date: September 7, 2016

SUBJECT: Discussion and decision to move forward with the sale of 235 Lebanon Ave

From: Michele Wyatt
Colchester Tax Collector

The Town of Colchester thru the Courts judgment of Strict Foreclosure has acquired the house on 235 Lebanon Ave. Per legal advice; a house inspection took place August 22, 2016 at 10:00am. During this inspection it was deemed the building not habitable. The health department was called and concurred.

We need to move forward on the sale of this property and re-coup what we can. Here are three options for consideration:

OPTION 1: Clean out the house and put it on the market and hope that we could get close to what it was appraised back June 2016. I received three quotes to clean the house and throw everything left inside away. All 3 quotes are about \$18,000 which the town would have pay for at this time. Because of the condition of the house we do not know what we are getting into. There is floor damage, walls have unknown stains on them and there are ceilings that are falling down. In speaking some local realtors there is concern over the sale of this house.

Option 2: Sell it as is – with the contents inside. There has been a lot of interest coming forward on to us on this house. If this option was chosen we would only have to ask for sealed bids and it would be awarded to the highest bidder. The advantage of this option is it gets this piece of property off the town records and back onto the tax list. This would be a quick turnaround.

Option 3: Tear down the house and sell the land. I have some questions and concerns regarding this option and have asked the Tax Assessor to meet with me to go over his thoughts.

I have spoken with two realtors and calling a third today for RFP's from them. On the proposal I have asked them to identify what they think we could market it for as is and what it could be marketed for if we spent the additional funds to clean it out. So far the two realtors I spoke to stated that it doesn't really matter if the house is cleared out. Proposals are expected to be in by Wednesday September 14th.

I am available at any time for any additional questions or concerns you have on this issue.







APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

235 Lebanon Ave
Colchester, CT 06415-1224

for

Attorney Lloyd Langhammer
38 Granite Street
New London, CT
06320

as of

June 15, 2016

by

Christopher W. Kerr
257 Main Street
Norwich, CT 06360

Property Address 235 Lebanon Ave City Colchester County New London State CT Zip Code 06415-1224

Phone No. Res. n/a Loan Amount Requested \$ n/a Term n/a Months n/a Owner's Estimate of Value \$ n/a

No. of Rooms 6 No. of Bedrooms 3 No. of Baths 1 Family Room or Den Yes No Gross Living Area 1,344 Sq. Ft. Garage/Carport (Specify Type & Number) Off Street Porches, Patio or Pool (Specify) Patio Central Air Yes No

FIELD REPORT

NEIGHBORHOOD

Location Urban Suburban Rural

Built Up Over 75% 25% to 75% Under 25%

Growth Rate Fully Dev. Rapid Steady Slow

Property Values Increasing Stable Declining

Demand/Supply Shortage In Balance Oversupply

Marketing Time Under 3 Months 4-6 Months Over 6 Months

Present Land Use 75 % 1 Family 2 % 2-4 Family 3 % Condo 10 % Commercial 10 % Vacant

Change in Present Land Use Not Likely Likely Taking Place From To

Predominant Occupancy Owner Tenant % Vacant

Single Family Price Range \$ 70,000 To \$ 750,000 Predominant Value \$ 220,000

Single Family Age New Years To 300 Years Predominant Age 30 Yrs.

	Good	Avg.	Fair	Poor
Property Compatibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: Freddie Mac does not consider race or the racial composition of the neighborhood to be reliable appraisal factors.

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject located in a mixed area of residential and commercial improvements and especially the area of the subject. Even though values, styles, and conditions vary, it is not substantially adverse to market value and or marketability to the subject.

SUBJECT PROPERTY

Approximate Year Built 1905 No. Units 1 No. Stories 1.5

Type (detached, duplex, semi-det etc.) Detached

Design (rambler, split level, etc.) Olst/Colonial

Exterior Walls Material Vinyl/avg Roof Material Asphalt/avg

Is the property located in a HUD-identified Special Flood Hazard Area? No Yes 09011C0154G, Date: 07/18/2011, Zone: X

Special Energy Efficient Items Based on an outside inspection and records in the Town Hall, it appears that the subject has adequate energy efficiency.

	Good	Avg.	Fair	Poor
PROPERTY RATING	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Condition of Exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Compatibility to Neighborhood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal and Marketability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments (favorable or unfavorable including any deferred maintenance) The subject appears to be in average condition based on an outside inspection. I assume the interior is comparable to the exterior of the home. My highest and best use analysis after views the subject from the outside, analyzing documents in the Town Hall, zoning and the area, indicate the highest and best use to be its present use, namely a single family home. No interior inspection made. *** See Additional Comments ***

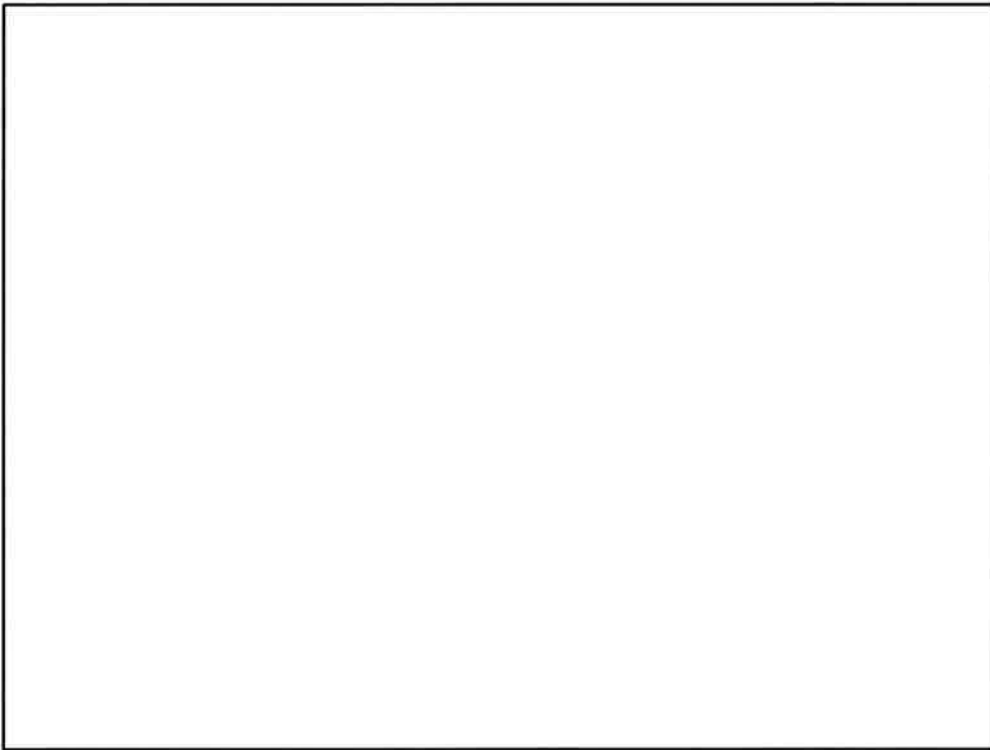
MARKET COMPARABLE ANALYSIS PRIOR TO IMPROVEMENT

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	235 Lebanon Ave Colchester	237 Chestnut Hill Rd Colchester, CT 06415	303 Norwich Ave Colchester, CT 06415	267 Lebanon Ave Colchester, CT 06415
Proximity to Subject		2.62 miles E	0.30 miles SE	0.07 miles E
Sales Price	\$ <u> </u>	\$ 100,000	\$ 145,500	\$ 142,500
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment
Date of Sale/Time	06/15/2016	11/13/2015	11/03/2015	03/11/2016
Location	Average	Average	Average	Average
Site/View	0.10ac/avg	2.53ac/avg -10,000	0.85ac/avg -1,500	3.30ac/avg -10,000
Age	111	215	53	126
Condition	Average	Average	Average	Average
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	6 3 1	5 1 1 +10,000	6 3 1.1 -2,500	8 4 2 -5,000
Gross Living Area	1,344 Sq. Ft.	1,300 Sq. Ft. +900	1,672 Sq. Ft. -6,600	2,028 Sq. Ft. -13,700
Heating/Cooling	Fha/No ac	Hwbb/No ac	Steam/No ac	Hwbb/No ac
Garage/Carport	Off Street	Off Street	2-c attach -5,000	Old 1-c detach -1,500
Porches, Patio, Pools, etc.	None	Cov Entry -1,500	Cov Entry -1,500	Cov Open -2,500
Special Energy Efficient Items	Patio	Deck	Deck	None +500
Other (e.g. kitchen equip., remodeling)	No Fireplace	No Fireplace	Fireplace -2,500	No Fireplace
Net Adj. (total)				
Indicated Value of Subject		Gross 22.4% Net -0.6% \$ 99,400	Gross 13.5% Net -13.5% \$ 125,900	Gross 30.3% Net -29.6% \$ 100,300

General Comments The sales comparison approach is the only realistic approach to value for this report. This approach takes into consideration actual sales of purchase alternatives in the open market. The income approach and cost approach not applicable for this report. Obviously I reserve the right to make adjustments if a full inspection



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



**STREET SCENE OF
SUBJECT PROPERTY**

**FUS
BAS
UBM**

17

17

**FHS
BAS
UBM**

BAS

20

20

19

6

PTO

Comp 3
287 Lebanon Ave
Colchester, CT 06415
0.07 miles E
\$142,500



Subject
235 Lebanon Ave
Colchester, CT 06415-1224



Comp 1
237 Chestnut Hill Rd
Colchester, CT 06415
2.62 miles E
\$100,000



Comp 2
303 Norwich Ave
Colchester, CT 06415
0.30 miles SE
\$145,500

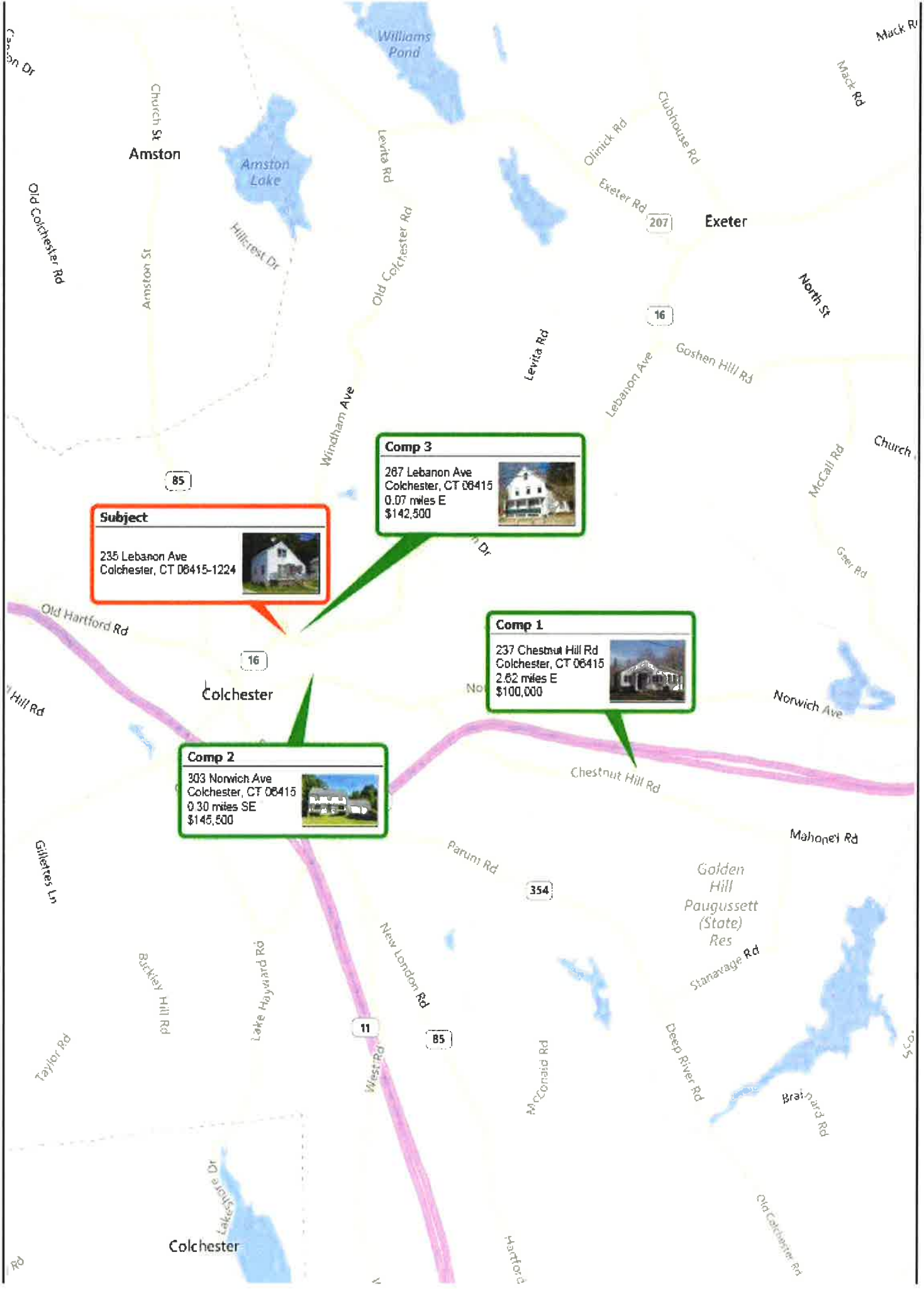


EXHIBIT A

A certain place or parcel of land, together with the buildings thereon, situated in the Town of Colchester, County of New London and State of Connecticut, on the northerly side of Lebanon Avenue, also known as Connecticut Route 18, and being more particularly bounded and described as follows:

NORTHERLY - By land now or formerly of Max Gilbert, thirty-six (36) feet;

EASTERLY - By land now or formerly of Max Gilbert, ninety (90) feet;

SOUTHERLY - By Lebanon Avenue, Fifty-two (52) feet; and

WESTERLY - By land now or formerly of Charles L. Webster, Jr., thirty-eight and 5/10ths (38.5) feet; thence running easterly, four and 5/10ths (4.5) feet; thence running northerly, seven (7) feet; thence running easterly, six and 5/10ths (6.5) feet; thence running northerly, thirty-nine (39) feet.

a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.


9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 235 Lebanon Ave, Colchester, CT 06415-1224

APPRAISER:

SUPERVISORY APPRAISER (only if required):

Signature: 
Name: Christopher W. Kerr
Date Signed: June 23, 2016
State Certification #: RCR.0000850 Certified Residential
or State License #: _____

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____

CHATHAM HEALTH DISTRICT

Sewing the Towns of East Haddam, East Hampton, Hebron, Marlborough & Portland

**THIS UNIT HAS BEEN
DEEMED UNFIT FOR
HUMAN OCCUPANCY
BY ORDER OF THE
CHATHAM HEALTH
DISTRICT**

**235 Lebanon Avenue
Colchester**

Owner of Record: Town of Colchester
127 Norwich Avenue, Suite 105
Colchester CT 06415

 RS
Director of Health or his Agent


Date

Main Office: 240 Middletown Avenue, East Hampton 06424
Tel: (860) 365-0884 • Fax: (860) 365-0885
www.chathamhealth.org

On November 28, 1989 Mr. & Mrs. Hutchins received a small cities grant from the Town of Colchester in the amount of \$70,160.00 and on February 20, 1990 they received another small cities grant from the Town of Colchester in the amount of \$3,500.00. Both of these grants are recorded on the land records as a Mortgage from the Town of Colchester with an interest rate of 12%.

In 2008 taxes on the house became severally delinquent and the account was given to Attorney Langhammer. On March 2010 the Town was granted a motion for a Strict Foreclosure by the courts however shortly afterwards Mrs. Hutchins filed Bankruptcy and the foreclosure process stopped.

It was during the bankruptcy negotiations that it came up that there was a loan with the Town of Colchester that was still outstanding. In an email communication from Attorney Langhammer; he stated "it was agreed that there were certain issues surrounding the enforceability of the mortgage running in favor of the Town of Colchester..... had certain issues which could have been attacked. In fact, it was based on those representations that we entered into an agreement. The basis for this agreement was, in part, based on our understanding that she would never complete the Chapter 13 plan. While she made a valiant effort to complete the plan (about 3+ years) she ultimately died." Thru the Bankruptcy Trustee "Mrs. Hutchins agreed to pay around the sum of \$701 per month..... This money, instead of being applied to the mortgage balance, instead was applied by Trisha to the outstanding taxes."

This past spring we were prompted to take immediate action as a result of a scheduling order by the Court which called for a dismissal of the bankruptcy case. On March 2016 a meeting between Attorney Langhammer, First Selectman Art Shilosky, Tax Collection Michele Wyatt and Maggie Wasicki of Finance took place to determine the best course to take on this property. New figures of what was actually outstanding on taxes needed to be reconstructed since monies were misapplied. It was stated that taxes were delinquent going back to 2003 owing the town \$29,887.54. Attorney Langhammer stated that he thought the courts would rule in our favor of a strict foreclosure and that we could at least recoup some of the monies lost under the small cities grants. It was mutually decided that our best case was to ask the courts for a strict foreclosure. A Strict Foreclosure was granted July 5, 2016 by the courts and the law date was set for August 9, 2016.

On August 22 the house was deemed unfit for livable conditions and the keys were handed over to the tax department.

Jim Karrenberg <jim.karrenberg@chathamhealth.org>

Mon 8/22, 2:45 PM

Hello Don and Steve,

On August 22, 2016, I conducted a site visit to 235 Lebanon Ave Colchester being accompanied by Ms. Michelle Wyatt, Colchester Tax Collector to investigate the existing condition of said structure by the request of Ms. Wyatt. As of today August 22, 2016 the Town of Colchester as foreclosed on the property is now the current owner of the property. Ms. Wyatt wanted verification that the building is not habitable and to have the Chatham Health District posted as such.

This follow up/verification inspections comes after the State Marshall Nickolas Poppiti, Building Official Reed Gustafson and Ms. Wyatt went to do a property to conduct an inspection on this property this morning, August 22, 2016. Upon completion of their inspection, they obtained the house keys from the current occupant, seize control of the building and they deemed the building not habitable.

Upon arrival to the property, Ms. Wyatt give me the keys to open the side door on the right side of the building. Upon opening the door, a nasty odor greeted me immediately. The floor was covered in feces. Garbage and filthy conditions were noticeable in the only area that I could see, the kitchen. The conditions inside the building was unbearable to my tolerance. I have provide an attachment which shows a picture of the kitchen front of the house and Notice posted on the front door.

I told Ms. Wyatt that she will need to contact me to conduct a final inspection to allow for occupancy after the building has been cleaned, thoroughly.

Jim



**Property & Facility Services
Specialty Cleaning, Decontamination,
and Restoration**

PO Box 846, 367 Lebanon Ave. (RT 16)
Colchester, CT 06415
Phone (860) 871-7582 Fax (860) 871-7297
www.iecleaning.com

August 25, 2016

Michele Wyatt, Tax Collector
Town of Colchester
127 Norwich Avenue
Colchester, Ct 06415
Phone: 860-537-7210
Fax: 860-537-1147
Email: taxcollector@colchesterct.gov

Re: 235 Lebanon Ave. Forensic Restoration
IE Proposal # 16-281

Dear Michele;

Innovative Environmental LLC is pleased to provide this proposal to you. Developed to achieve a cost effective approach, we are confident in a successful completion of your project objectives.

Forensic Restoration or Bio-Restoration is the industry terminology for situations such as the project at 235 Lebanon Ave.

Work will proceed in accordance with applicable State and Federal guidelines by a staff of trained technicians, committed to provide quality services. Innovative is appropriately insured and permitted.

Should you require further information or wish to discuss any aspect of our services please feel free to contact me.

Sincerely,

Frank Pappalardo, CHMS, Manager

The **INNOVATIVE ENVIRONMENTAL** group:

PROPERTY SERVICES: mold, water, fire, crime-scene; decontamination - remediation - restoration

INSTITUTIONAL & COMMERCIAL KITCHEN SERVICES: complete kitchen services, equipment cleaning, Exhaust system cleaning and inspection per NFPA 96 standards, sanitation, Kosher services, repair and installation

INDUSTRIAL SERVICES: cleaning, decontamination, bio-hazard, CO₂ blast cleaning, power washing, Oxygen service (O₂) certified cleaning, ventilation systems, confined space, tank cleaning, environmental remediation

DRY ICE: manufacturer of high density dry ice pellets for industrial, commercial, Bio-tech, and food service

- Remove and dispose
 - Furniture and contents
 - Appliances
 - Refrigerator, freezer, and stove
 - Carpet/padding
 - Areas of kitchen ceiling
 - Urine effected wallboard
- HEPA Vacuum surfaces
- Wash/Scrub/Wipe surfaces with detergent and disinfecting solution, repeat.
- Final treatment of surfaces with hospital grade disinfecting solution

Relevant Training and certifications: Respirator use certified with employee medical surveillance and Blood borne pathogen

EPA registered - Hospital grade disinfectant, Sporidicin® Disinfectant Solution or equivalent. Data sheet attached.

A comprehensive inspection and inventory of potential concerns was not preformed due to the significant health hazard. Areas such as the basement, closets and other obscured areas were not viewed. Therefore the complete work scope nature, degree and extent of contamination is not fully known. As a result a time and materials proposal has been prepared.

Project Charges:

Crew (2 persons), materials, PPE, equipment	\$1,550.00 per day
Additional crew member with PPE as needed for removal of debris	\$ 650.00 per day
EPA registered - Hospital grade disinfectant	\$ 175.00 lump sum
Disposal dumpster (30 yd.)	\$ 675.00 each

All charges plus 6.35% CT sales tax if applicable

General Proposal Terms and Conditions:

1. **Offer:** This Proposal constitutes an offer by Innovative Environmental LLC (IE) to perform the services for the Client in accordance with these Terms and Conditions. The Proposal, including these Terms and Conditions, and all other documents incorporated by reference shall, when accepted by the Client, constitute the entire agreement of the parties.
2. **Authorizations and Access:** The Client shall provide IE will all the necessary access to the area(s) in which the work is to be performed, inspections to be made, or from which samples to be tested are to be obtained. The Client warrants that it has obtained (or will obtain prior to performance of these services) all necessary permits, licenses, consents and authorizations required in connection with the performance of services as outlined in the Proposal.
3. **Utilities:** In the execution of its work, IE will take all reasonable precautions to avoid damage or injury to structures, equipment, subterranean structures or utilities. The Client agrees to hold IE harmless for any damages to structures, equipment, subterranean structures or utilities that were not called to attention and correctly shown in the plans furnished.
4. **Warranties:** IE will perform the services in a competent professional manner in accordance with the customary standards of performance of the industry. IE does not represent or warrant to the Client that the services provided, equipment provided, and/or reports delivered hereunder will achieve any results for the Client other than as expressly set forth in the Proposal. Client recognizes that conditions may vary from those encountered at the location where work or inspections are made by IE and that the data interpretations and recommendations of IE personnel are based solely on the information available to them. If equipment is supplied as part of this contract, Client agrees that IE will not be liable for any claims due to defective equipment manufacturing.
5. **Relationship of the Parties:** In performing the services, IE shall be acting in the capacity of an independent contractor to the Client and nothing herein shall be deemed to create a partnership, agency, joint venture, or any other relationship between the parties.
6. **Limitation of Liability:** The Client agrees to limit IE liability to the Client and all construction contractors and subcontractors on the project arising from professional acts, errors or omissions such that the total aggregate liability of IE to all those named shall not exceed the limits of properly executed Insurance certificate as provided by IE. IE agrees to be responsible for damages caused by their negligence and will make restitution and or be responsible to make equipment repairs, updates or corrections. The actual determination of compliance of present or former operators of the site with federal or State regulations can only be made by the appropriate regulatory agencies and the opinions of IE are not intended to imply a warranty or guarantee and are based solely upon the site conditions at the time of the assessment. Physical and/or Chemical conditions reported reflect conditions only at the locations and times inspected or tested, within the limitations of the methods used. Such conditions can vary greatly from area to area and from time to time. No warranty is expressed or implied that these conditions other than those reported exist or do not exist within the site
7. **Indemnification:** The Client will defend, indemnify, and hold IE harmless from and against any and all liability, losses, claims, costs and expenses incurred by or asserted against IE as a result of or in connection with any consents and authorizations to be obtained by the Client pursuant to Section 2 above, and any negligent act of the Client.
8. **Force Majeure:** Neither party shall be liable to the other party hereto for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control including, without limitation, acts of God; fires; floods; inclement weather; wars; acts of war; sabotage; accidents; labor disputes or shortages; governmental laws; ordinances; rules and regulations (whether valid or invalid and including without limitation priorities, requisitions, allocations and price adjustment restrictions); inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.
9. **Change Orders:** The Client may, upon written notice to IE, request IE to make changes in the scope of the services. IE shall thereupon use its best efforts to make such changes, provided that if any requested changes cause an increase in the cost or time require of IE performance, the Client shall execute an agreement, in form or substance, satisfactory to IE providing for an equitable adjustment in the compensation payable for other services and the time for their performance and delivery.
10. **Compensation:** The Client will arrange for payment to IE for the services in the amounts and at the times and in the manner set forth in the Payment Terms and Conditions provided herewith.
11. **Report:** IE is not responsible for the accuracy and veracity of information provided by outside parties with respect to the project site and adjacent properties. Inspection Reports are for the sole use of client and any re-use or reliance on the Report by third parties is prohibited. The Report will be valid for a period not to exceed six months from the date of the Report.
12. **Non-Performance** The client reserves the right to give 30 day written notice of termination of this service agreement for any failure of performance.

Insured: Colchester Tax Collector

Business: (860) 537-7210

Property: 127 Norwich Ave
Colchester, CT 06415

Claim Rep.: Michele Wyatt

Estimator: Diane Gross

Cellular: (860) 608-5024

Business: 32 Norwich Ave.
Colchester, CT 06415

Contractor:
Company: ServiceMaster Of Colchester

Business: (860) 537-6192

Business: 32 Norwich Ave
Colchester, CT 06415

<u>Claim Number</u>	<u>Policy Number</u>	<u>Type of Loss</u>	<u>Deductible</u>
?????????	?????????	GENERAL CLEANING	\$0.00

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 08/23/2016 1:13 PM

Price List: CTHA4B_FEB11
Restoration/Service/Remodel
Estimate: 2016-08-23-1313

Clean home & remove trash from 235 Lebanon Ave, Colchester,Ct. 06415

CONTINUED - Bathroom (full)

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean tub and surround - Heavy	1.00 EA @	130.41 =	130.41
Clean toilet - Heavy	1.00 EA @	68.63 =	68.63
Clean sink - Heavy	1.00 EA @	26.18 =	26.18
Clean door (per side)	1.00 EA @	15.86 =	15.86

Room: Entry/Foyer

LxWxH 9'0" x 7'0" x 8'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean the walls and ceiling - Heavy	319.00 SF @	0.51 =	162.69
Clean floor - Heavy	63.00 SF @	1.01 =	63.63
HEPA Vacuuming - Detailed - (PER SF)	63.00 SF @	0.86 =	54.18
Clean light fixture -	1.00 EA @	17.70 =	17.70
Clean door (per side)	2.00 EA @	15.86 =	31.72
Clean door chime	1.00 EA @	16.22 =	16.22

Room: Master Bedroom

LxWxH 12'0" x 10'0" x 8'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean the walls and ceiling - Heavy	472.00 SF @	0.51 =	240.72
Tear out non-salv.carpet, cut/bag-	120.00 SF @	1.13 =	135.60
Tear out carpet pad, cut/bag -	120.00 SF @	0.61 =	73.20
HEPA Vacuuming - Detailed - (PER SF)	120.00 SF @	0.86 =	103.20
Clean door (per side)	3.00 EA @	15.86 =	47.58
Clean light fixture -	1.00 EA @	17.70 =	17.70
Clean window unit (per side) 10 - 20 SF - Heavy	3.00 EA @	20.00 =	60.00
Clean floor - Heavy Underneath carper	120.00 SF @	1.01 =	121.20

Room: Family Room

LxWxH 16'0" x 15'0" x 8'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
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CONTINUED - Stairway

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean light fixture -	1.00 EA @	17.70 =	17.70

Room: Hallway

LxWxH 9'0" x 3'0" x 12'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean the walls and ceiling - Heavy	315.00 SF @	0.51 =	160.65
Clean floor - Heavy	27.00 SF @	1.01 =	27.27
HEPA Vacuuming - Detailed - (PER SF)	27.00 SF @	0.86 =	23.22

Room: Bedroom 1

LxWxH 16'0" x 15'0" x 8'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean the walls and ceiling - Heavy	736.00 SF @	0.51 =	375.36
Tear out non-salv.carpet, cut/bag-	240.00 SF @	1.13 =	271.20
Tear out carpet pad, cut/bag -	240.00 SF @	0.61 =	146.40
HEPA Vacuuming - Detailed - (PER SF)	240.00 SF @	0.86 =	206.40
Clean window unit (per side) 10 - 20 SF - Heavy	2.00 EA @	20.00 =	40.00
Clean door (per side)	3.00 EA @	15.86 =	47.58
Clean light fixture -	1.00 EA @	17.70 =	17.70
Clean ceiling vent	1.00 EA @	29.72 =	29.72
Clean floor - Heavy Underneath carpet	240.00 SF @	1.01 =	242.40

Room: Closet BEDROOM

LxWxH 10'0" x 3'0" x 8'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean the walls and ceiling - Heavy	238.00 SF @	0.51 =	121.38
Tear out non-salv.carpet, cut/bag-	30.00 SF @	1.13 =	33.90
Tear out carpet pad, cut/bag -	30.00 SF @	0.61 =	18.30
HEPA Vacuuming - Detailed - (PER SF)	30.00 SF @	0.86 =	25.80

CONTINUED - Basement

DESCRIPTION	QNTY	UNIT COST	TOTAL
Clean the walls - Heavy	624.00 SF @	0.51 =	318.24
Clean Joiced ceiling beams -exposed pipes etc	368.00 SF @	1.06 =	390.08
Clean floor - Heavy	368.00 SF @	1.01 =	371.68
Furnace - clean,	1.00 EA @	140.83 =	140.83
HEPA Vacuuming - Detailed - (PER SF) floors	368.00 SF @	0.86 =	316.48

Room: Hazardous safety equ

DESCRIPTION	QNTY	UNIT COST	TOTAL
Personal protective gloves - Disposable (per pair)	30.00 EA @	0.42 =	12.60
Add for personal protective suits - Heavy duty	25.00 EA @	17.25 =	431.25
Respirator cartridge - HEPA & vapor & gas (per pair)	6.00 EA @	21.34 =	128.04

Grand Total Areas:

5,032.00 SF Walls	1,695.00 SF Ceiling	6,727.00 SF Walls and Ceiling
1,695.00 SF Floor	188.33 SY Flooring	600.00 LF Floor Perimeter
1,540.00 SF Long Wall	976.00 SF Short Wall	600.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

RLSD, Inc d/b/a

Servpro of Tolland County
540 North Main Street, Manchester, CT 06042
ldion@servproofmanchester-bolton.com
860-649-0836
06-1055449
Franchise #9866

Insured: Tax Collector
Property: 235 Lebanon Ave.
Colchester, CT 06415

Home: (860) 537-7210

Claim Number:

Policy Number:

Type of Loss: <NONE>

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 8/23/2016 1:26 PM

Price List: CTNH8X_APR16
Restoration/Service/Remodel
Estimate: TOWN-OF-COLCHESTER

This is a preliminary estimate only.
Some demolition may be required.

RLSD, Inc d/b/a

Servpro of Tolland County
540 North Main Street, Manchester, CT 06042
ldion@servproofmanchester-bolton.com
860-649-0836
06-1055449
Franchise #9866

Summary for Dwelling

Line Item Total	17,680.00
Cleaning Mtl Tax	28.89
Subtotal	17,708.89
Cleaning Sales Tax	889.25
Debris Removal Tax	235.27
Replacement Cost Value	\$18,833.41
Net Claim	\$18,833.41



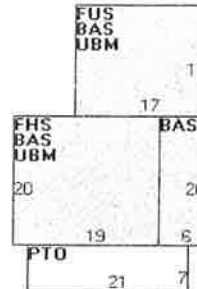
Property Information

Property Location	235 LEBANON AVE
Owner	HUTCHINS DEBRA J
Co-Owner	
Mailing Address	235 LEBANON AVE COLCHESTER CT 06415
Land Use	1010 Single Fam
Land Class	R
Zoning Code	C
Census Tract	38
Sub Lot	
Neighborhood	0030
Acreage	0.1
Utilities	Public Water,Public Sewer
Lot Setting/Desc	Suburban Level
Survey Map	
Additional Info	

Photo



Sketch



Primary Construction Details

Year Built	1905
Stories	1.5
Building Style	Old Style
Building Use	Residential
Building Condition	C
Floors	Carpet
Total Rooms	6

Bedrooms	3 Bedrooms
Full Bathrooms	1
Half Bathrooms	0
Bath Style	Average
Kitchen Style	Average
Roof Style	Gable
Roof Cover	Asphalt

Exterior Walls	Vinyl Siding
Interior Walls	Drywall
Heating Type	Forced Air-Duc
Heating Fuel	Oil
AC Type	None
Gross Bldg Area	2274
Total Living Area	1344

TENTATIVE AGREEMENT
LABOR CONTRACT

for

WORKING AGREEMENT

between

TOWN OF COLCHESTER

and

LOCAL 1303-448 CONNECTICUT COUNCIL 4
AMERICAN FEDERAL OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

LIBRARY EMPLOYEES

JULY 1, 2013~~2016~~, THROUGH JUNE 30, 2016~~2019~~

~~This off the record package proposal includes tentative agreements previously agreed upon on July 13, 2016 (including Art. XVII, Sect. 17.2a; Art. XIII, Sect. 13.7(c); Art. IX, Sect. 9.6 and 9.7; Art. VIII, Sect. 8.2 and Art. III, Sect. 3.2). This package must be accepted in its entirety or it may be withdrawn by the Town. This package is not considered part of bargaining history.~~

The Parties agree to recommend ratification of this Tentative Agreement to their constituents.

74365

For The Town
Dated: _____

For the Union
Dated: _____

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This Agreement is entered into by and between the Town of Colchester, Connecticut, hereinafter referred to as the "Town," and Local 1303-448 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT

1.1 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all employees employed by the Town at the Cragin Memorial Library working twenty (20) hours or more per week, excluding the Library Director, library pages working less than twenty (20) hours per week and other employees excluded under the Connecticut Municipal Employees Relations Act.

ARTICLE II - RIGHTS OF MANAGEMENT

2.1 The Town retains any and all rights and prerogatives of management it enjoyed prior to the execution of this Agreement except as specifically and expressly limited or modified by the provisions of this Agreement.

2.2 The Town shall have the right to hire, discipline, discharge, lay off, assign, promote, direct and control its employees and the operations, methods and management of Town business and the operations of the Cragin Memorial Library, and the Town's decision in such matters shall not be subject to contest or review, except as otherwise specifically and expressly provided herein.

2.3 The Town may continue, and may from time to time make or change, such rules or regulations as it deems appropriate for the conduct of Town and/or Cragin Memorial Library business, provided that same are not inconsistent with any specific and express provisions of this Agreement. All such rules and regulations shall be observed by the employees.

2.4 Nothing herein contained shall prevent supervisors, volunteers, interns or workfare employees from performing duties of bargaining unit employees covered by this Agreement provided that such use shall not directly result in the layoff of a bargaining unit employee.

ARTICLE III - UNION SECURITY

3.1 All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service charge equal to the cost of collective bargaining, contract administration and grievance adjustment (but not more than Union dues) for the duration of this Agreement or any extension thereof.

3.2 Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as ~~Schedule Appendix A~~, the Town shall deduct from the employee's pay, on a biweekly basis, in equal installments, such uniform initiation fees and/or dues and/or service fees as the Union shall determine. The Union agrees to hold the Town harmless from damages arising from the making of authorized deductions. (~~See APPENDIX A.~~)

3.3 (a) Such payroll deductions, as provided herein, shall be remitted to the Council 4 Office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

(b) New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Accounting Department. The Financial Officer of the Union shall notify the Town in writing of the amount of the uniform dues or service fees to be deducted.

3.4 The Union shall indemnify the Town and the Cragin Memorial Library or agent or employee of the Town and/or Library and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or Cragin Memorial Library or agent or employee of the Town and/or Library for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.

3.5 The Town shall provide one copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time they are hired. The Union shall be supplied with five (5) signed copies of the contract within thirty (30) days from the date it is signed.

3.6 (a) The Town agrees to provide a bulletin board in an area mutually agreeable to the Town and Union. The bulletin board shall be used for posting Union notices and shall be restricted to the following:

1. Notices of Union recreational and social activities;
2. Notices of Union elections and results of such elections;
3. Notice of Union appointments;
4. Notice of Union meetings and reports and minutes thereof;
5. Job postings by the Town;

6. If the Union desires to post any other information or material, the Union shall first submit same to the First Selectman for his/her approval. The First Selectman shall have the sole discretion to approve or disapprove said posting.

(b) Prior to posting any notice on the Union bulletin board, the Union shall file one (1) copy of said notice with the First Selectman.

3.7 The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation provided that the supervisor of such work location is notified prior to entry. Such access shall not interfere with the work process, safety, or security of the work location.

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ARTICLE IV - DISCIPLINE AND DISCHARGE

4.1 The disciplining of employees for breach of the rules, policies or practices of the Town and/or Cragin Memorial Library is the right of management.

4.2 Each new employee shall serve a probationary period which shall consist of ninety (90) days of work. During such probationary period, an employee may be disciplined or discharged at the Town's discretion, and such discipline or discharge shall not be subject to the grievance or arbitration procedures of this Agreement.

4.3 No employee shall be discharged or otherwise disciplined without just cause.

4.4 Disciplinary actions or measures will normally include, but may not necessarily include, any of the following depending upon the conduct in question:

- (a) oral reprimand,
- (b) written reprimand,
- (c) suspension, or
- (d) discharge.

ARTICLE V - SENIORITY

5.1 For Employees hired on or after ~~the signing of this Agreement~~ March 1, 2011, an employee's seniority shall be based upon his/her length of continuous full-time service within his/her job classification within the bargaining unit beginning on the employee's last date of hire in such classification. For employees hired prior to March 1, 2011 ~~the signing of this Agreement~~, an employee's seniority shall be based upon his/her length of continuous full-time service with the Library. Seniority shall be broken by:

- (a) Voluntary resignation,
- (b) Discharge for cause,
- (c) Unauthorized absence without notifying the Town in writing, unless failure to do so is for reasons beyond the employee's control,
- (d) Layoff for a period of more than six (6) months, or
- (e) Strikes or other forms of work stoppage.

5.2 If seniority is broken, the employee shall be considered a new hire for all purposes if employment subsequently resumes.

5.3 When an employee has completed his/her probationary period, he/she shall be placed on the seniority list from the date of his/her most recent hire within his/her classification, in accordance with Section 5.1.

5.4 Full-time service shall mean at least thirty-five (35) hours of work per week inclusive of lunch. Part-time service shall mean at least twenty (20) hours of work per week provided that only part-time employees who work more than thirty (30) hours per week shall be eligible for pro-rated fringe benefits (vacation, holidays, sick leave, life insurance and participation in defined contribution retirement plans) as provided in this Agreement. Part-time service shall be pro-rated and credited for seniority purposes. Employees moving from part-time to full-time status will be credited for all part-time accrued seniority.

ARTICLE VI - VACANCIES

6.1 Full-time Vacancy. For the purposes of this Article, a full-time vacancy is created when the Town determines to increase the work force by creating a new position or by filling a vacancy in an existing position.

6.2 Posting. Prior to filling any vacant bargaining unit position, the employer shall first send notice of any such vacancy to the Union and the Union-designated stewards and shall concurrently post a notice of the vacancy on the bulletin boards it ordinarily uses to notify bargaining unit employees. Such notice shall be posted for not less than five (5) calendar days, and the position shall not be filled prior to the expiration of the posting period but nothing will preclude the Town from concurrently posting or advertising outside of the bargaining unit. In no situation will outside applicants be interviewed prior to interviewing bargaining unit applicants. The Town shall have the right to select the best qualified candidate, as the Town deems appropriate based on the relative skill, experience and/or ability of the applicants, irrespective of their status as an

internal or external candidate.

ARTICLE VII - LAYOFF AND VOLUNTARY QUIT

7.1 The Town may lay off employees within its discretion for any business reason. ~~Where practicable, the~~ Town will provide thirty (30) calendar days notice in advance of a layoff to the Union President and affected employee.

7.2 If it is determined by the Town that layoffs are necessary, employees will be laid off as follows:

- (a) probationary employees;
- (b) thereafter, by classification in the sole discretion of the First Selectman, based on inverse order of seniority within the classification.

7.3 Layoffs shall take effect, as set forth in Section 7.2. Laid-off ~~full-time bargaining unit~~ employees shall have recall rights to the position which they held at the time of layoff for a period of up to twelve (12) months from the date of layoff. No new employees shall be hired in those classifications until the affected employees set forth above have been given an opportunity to return to work. Five (5) calendar days written notification sent certified return receipt to the last known address shall be sufficient notification of the opportunity for recall. If no reply is received within ten (10) calendar days after the mailing of notification ~~as aforesaid~~, or if the employee declines the recall opportunity within such time period, then the employee shall forfeit all recall rights. Returning employees, under the provisions of this section, must return to work no later than fifteen (15) calendar work days from the date of the mailing of the notification.

ARTICLE VIII - WAGES

8.1 Effective on the signing of this Agreement, the wage rates for all bargaining unit employees shall be those in effect on June 30, ~~2013-2016~~ resulting in the wage schedules set forth in Appendix B, subject to the following:

- (a) There shall be a two ~~and one-half percent (2.05%)~~ ^{and one quarter percent (2.25%)} general wage increase applied to the wage rates in effect on June 30, ~~2013-2016~~ during the July 1, ~~2013-2016~~ through June 30, ~~2014-2017~~ fiscal year.
- (b) There shall be a ~~one and three two and one quarter percent (1.75-2.25%)~~ general wage increase applied to the wage rates in effect on June 30, ~~2014-2017~~ during the July 1, ~~2014-2017~~ through June 30, ~~2015-2018~~ fiscal year.

- (c) There shall be a two and one quarter percent (2.25%) general wage increase applied to the wage rates in effect on June 30, 2015-2018 during the July 1, 2015-2018 through June 30, 2016-2019 fiscal year.

8.2 ~~Effective beginning on or about sixty (60) days following ratification of this Agreement by the Board of Selectman,~~ Employees shall have all wages and other payments earned by an employee deposited directly to a bank or credit union account of the employee's choosing, on the normal paydays for such wages and other payments.

8.3 After the completion of the fifth (5th) year of service, longevity compensation shall be paid in the first payroll of each fiscal year as follows:

6 th to 9 th year	\$450.00
10 th to 14 th year	\$500.00
15 th to 19 th year	\$600.00
20 years or more	\$750.00

Employees hired on or after July 1, 2013 shall not be eligible for longevity pay.

Longevity payments, like all other payments, shall be made by way of direct deposit into an account designated by the employee.

ARTICLE IX - HOURS

9.1 Due to the nature of the Town's duties and responsibilities in providing services to the community, the Union agrees that in cases of unusual job requirements or emergencies starting time may be staggered to meet varying needs of the Town.

9.2 The work schedule shall be set according to availability of funds and to meet the needs of the Cragin Memorial Library, including but not limited to staffing service desks, conducting programs, attending meetings and representing the Cragin Memorial Library in the community. In order to meet these needs, work hours will include evening and weekend hours.

9.3 The regular hours of employment for full-time bargaining unit employees shall be thirty-five (35) hours per week. The regular hours for part-time bargaining unit employees shall be twenty (20) hours to thirty-four (34) hours per week. The hours of work will be scheduled generally between the hours of 9:00 a.m. and 9:00 p.m. Monday through Thursday and generally between the hours of 9:00 a.m. and 6:00 p.m. Friday and Saturday. Full-time employees working shall receive a ½ hour paid lunch break each working day in accordance with existing practice. Employees may request to revise their work schedule if necessary subject to the approval of and in the sole discretion of the Library Director or his or her designee. The denial of any such request to revise the

schedule shall not be subject to the grievance and arbitration provisions of this Agreement.

9.4 Full-time employees will be required to work at least one night per week. Part-time employees may be required to work multiple nights during any one week.

9.5 Full-time employees will work one Saturday in every four week period. Part-time employees may be scheduled to work between one and four Saturdays per month. The Library Director or his/her designee will adjust the rotation so that holiday weekends will be evenly distributed.

9.6 In the event that Sunday hours are established by the Town in its discretion, the Town and the Union shall negotiate the terms of Sunday work hours~~Library Director shall determine annually the number of assignments needed and a sign-up list shall be established for bargaining unit employees to volunteer for such assignments.~~

~~9.7 The Library Director or his/her designee and the Union President or his/her designee shall meet and discuss the process by which Sunday assignments are made and rotated in accordance with the sign-up list set forth in Section 9.6 above.~~

9.87 The Library Director shall determine when overtime shall be worked. Overtime assignments shall be on a rotational basis by seniority in the same job classification. Employees who may be required to return to work, outside their normally scheduled hours, shall be paid no less than two (2) hours at his/her straight time hourly rate, unless otherwise eligible for overtime for such hours worked.

9.98 Any employee who is authorized by the Library Director to work in excess of forty (40) hours in a work week shall be paid for at the rate of one and one-half times the employee's regular hourly rate.

~~9.109~~ There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.

~~9.1110~~ Nothing in this Article shall in any way restrict the right of the Town to increase or decrease the number of hours of work per week for any bargaining unit position at any time. In the event that the weekly hours of work for any bargaining unit position(s) are to be reduced through the regular annual budget process or at any time throughout the fiscal year, the Town shall notify the Union and the employee in affected position at least fourteen (14) calendar days in advance of the implementation of any reduction in hours. During such fourteen (14) calendar days, the parties shall meet and discuss the reasons for such anticipated reduction in hours.

ARTICLE X - HOLIDAYS

10.1 The Town will recognize the following days as paid holidays for all employees regular scheduled to work at least thirty (30) hours per week:

- New Year's Eve (1/2 day)
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday (Floater)
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve (1/2 Day)
- Christmas Day

Lincoln's Birthday will be treated as a floating holiday at the employee's option with the prior approval of the First Selectman. Any such floating holiday to be scheduled by mutual agreement, at least two weeks in advance, by the employee and the First Selectman or his/her designee.

10.2 Payment for each holiday will be at the employee's regular rate of pay for the average daily straight time hours worked.

10.3 An employee working on a holiday shall be paid his/her regular straight time pay in addition to any holiday pay the employee is entitled to receive.

10.4 In order to qualify for holiday pay, an employee must work his/her scheduled workday before and after such holiday, unless the absence is authorized by the employee's supervisor or occasioned by a bona fide illness and a doctor's note confirming the illness, if requested by the Town.

10.5 Whenever any of the holidays listed in Article 10.1 occurs while an employee is on a leave of absence for illness that has been authorized by the Town, the employee shall accept the day as a holiday with no charge to sick leave.

10.6 When a holiday occurs during a regularly approved vacation, said day shall be treated as a holiday and shall not be charged against the employee's earned vacation time.

10.7 Employees shall be eligible to receive holiday pay upon hire.

ARTICLE XI - VACATION

11.1 (a) All full-time employees shall receive their vacation time on January 1st of each year based on completed years of service as follows:

<u>Length of Service</u>	<u>Annual Vacation</u>
6 months-1 year	3 days
1 year	10 days
2 years	11 days
3 years	12 days
4 years	13 days
5 years	15 days
+1 day/year to tenth year (max 20 days)	

(b) Part-time employees regularly scheduled to work at least thirty (30) hours per week shall receive vacation on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work.

(c) The vacation chart in section (a) above shall be interpreted as follows. After six months of employment, the employee shall be allotted three vacation days. On the employee's one year anniversary date, the employee is allotted an additional seven vacation days. In the next subsequent January, the employee shall be allotted ten vacation days and on the next employee anniversary date, one vacation day. Vacation days shall thereafter be allotted on January 1 based on years of service, with one additional day each year allotted on the employee's anniversary date.

11.2 The vacation period will be set by mutual agreement between the supervisor and the employees except that if there is a conflict, seniority shall govern preference within department.

11.3 Requests for vacation shall be submitted to the employee's immediate supervisor in writing at least twenty (20) business days in advance. Vacation dates require approval by the First Selectman upon the recommendation of the employee's supervisor, giving consideration to the operating requirements of the Town and Cragin Memorial Library. Requests for vacation time during June, July or August must be submitted in writing to the employee's supervisor no later than April 20 of each year so that all requests of all employees may be considered and staffing needs met. Employees will be allowed to carry over accrued but no used vacation days up to a maximum of five (5) per year to a maximum accumulation of thirty (30) days.

11.4 Effective January 1 of each calendar year, each full-time employee will receive five (5) personal leave days. Employees hired during the year shall receive pro-rata personal leave days as follows:

Hired on or after January 1 through March 31 - 3 personal days

Hired on or after April 1 through June 30 - 2 personal days

Hired on or after July 1 through September 30 - 1 personal day

Hired on or after October 1 through December 31 - 0 personal days

Employees may not use personal leave during their probationary period. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to four (4) personal days per year. Personal days are to be used for transacting personal affairs which cannot be conducted during non-work hours.

11.5 In extenuating circumstances and/or when deemed to be in the best interests of the Town, additional paid vacation leave may be granted at the sole discretion of the First Selectman.

ARTICLE XII - SICK LEAVE - INJURY LEAVE

12.1 Upon successful completion of the probationary period, full-time employees shall accrue sick leave at the rate of one (1) day per month, retroactive to the date of hire. Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall be entitled to sick leave on a pro-rated basis, based on the number of hours the employee is regularly scheduled to work. Illness necessitating absence from work shall be reported to the employee's supervisor as early as possible. For illnesses extending more than one day, the employee, if practical, must contact his/her supervisor for approval by 4:00 p.m. daily if he/she does not expect to report to work the next day. The Town (First Selectman and/or Library Director) may require a doctor's note confirming the illness after three (3) consecutive days of illness or where the Town suspects abuse based on frequency of sick leave or a discernible pattern of sick leave.

12.2 Employees shall be allowed to accumulate up to sixty (60) days of sick leave. The rate of sick pay shall be the employee's regular straight-time hourly rate of pay in effect from the employee's regular job at the time sick leave is being taken. Sick leave may be taken for non-service connected personal illness or disability, which renders the employee unable to perform the duties of his or her position. For the purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 13, Section 13.8, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman.

12.3 Each employee who retires with ten (10) or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Upon the death of a current employee, the employee's designated beneficiary shall be paid for accumulated

sick leave at the base rate of pay.

12.4 Employees who sustain injuries which arise out of and in the course of their employment with the Town will be eligible for workers' compensation benefits in accordance with the provisions of the Workers' Compensation Act.

ARTICLE XIII - INSURANCE AND PENSION

13.1 Each full-time bargaining unit employee may elect single, two-person, or family coverage under the following medical benefit plan:

Eligible employees may elect coverage under the ~~Comp Mix Plan as attached at Appendix C which plan shall remain available through June 30, 2014. Thereafter, eligible employees may elect coverage under a HDHP/HSA Plan with deductibles of Two Thousand Dollars (\$2,000) for single and Four Thousand Dollars (\$4,000) for two-person and family coverage. In and out-of-network benefits share the same deductible. For out-of-network the member will have an additional responsibility for 20% of the cost of services after deductible until the cost share maximum ("CSM") reaches \$4,000 single (includes deductible) and \$8,000 family (includes deductible). Effective July 1, 2015, †The CSM also includes prescription copays after deductible in the amount of \$5 (generic)/ \$25 (formulary) / \$40 (non-formulary).~~

~~In July the 20142016-2017 fiscal year, the Town shall fund sixty-five percent (6050%) of the deductible cost through a deposit to a Health Savings Account ("HSA") for each eligible employee. In July the 20152017-2018 fiscal year, the Town shall fund fifty-four percent (5045%) of the deductible cost through deposit to the HSA for each eligible employee. In the 2018-2019 fiscal year, the Town shall fund forty percent (40%) of the deductible cost through deposit to the HSA for each eligible employee. Deductible deposits shall otherwise be made proportionately on a quarterly basis. Effective July 1, 2013, employees who elect benefits under the Comp Mix Plan shall contribute fifteen percent (15%) of the premium cost for said insurance for themselves and their dependents by bi-weekly payroll deductions for the duration of this Agreement. The employee premium share contribution shall increase to fifteen and one-half seventeen percent (15.517.0%) effective January-July 1, 20142016. Effective July 1, 2014, employees who elect benefits under the HDHP shall contribute fifteen and one-half percent (15.5%) of the premium cost for said insurance for themselves and their dependents. Effective July 1, 20152017, the premium share shall increase to sixteen-eighteen percent (1618%) and on July 1, 2019, the premium share shall increase to nineteen percent (19%). Dental premium share contribution shall be the same as the health care premium share. For Medicare eligible employees over age 65, the Town shall establish a Health Reimbursement Account in lieu of the HSA and fund such account in the same amount as is funded for eligible employees participating in the HSA. If the total cost of the group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 49801, any or other local, state or~~

(45%)

~~federal statute or regulation, the parties shall open this Agreement, to bargain over the payment of such tax.~~ *See attached insert.*

Medical contribution credits equal to 1% of the applicable premium rates will be applied to employee payroll deductions if the employee is compliant with the Town's Wellness program.

The Town's Wellness Program requires employees to do the following in order to qualify for their Medical contribution credit:

- Have their physician complete a Preventive Health Attestation Form indicating they are current for age appropriate screenings:
 - Physical Exam
 - Breast Cancer Screening
 - Colon Cancer Screening
 - Cervical Cancer Screening
- Have their physician provide them with Biometrical Results including:
 - LDL, HDL, Total Cholesterol, Blood Glucose, Height, Weight, Body Mass Index, Waist Circumference, Blood Pressure, Pulse

Complete an on-line Health Risk Assessment, including Biometrical Results.

13.2 All references in this Agreement to types of benefits are solely for the purposes of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim. The Town shall provide a copy of the insurance plans to all employees covered by this Agreement.

13.3 The Town shall have the right to change medical plans, benefits, carriers and to self-insure any of the benefits offered to bargaining unit employees provided that the benefits offered shall be no different than the benefits offered to non-union employees. Any change shall be made effective on July 1 of any contract year.

13.4 The Town shall maintain a plan under Section 125 of the Internal Revenue Code for the purpose of permitting employees to make their premium contributions on a pre-tax basis, to the extent provided by law.

13.5 (a) For non-Medicare eligible full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for credible Medicare D coverage with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for

Counter Offer

Article XIII, Insurance and Pension, Section 13.1 Excise Tax Language

If the Town receives notice that the total cost of a group health plan or plans offered under this Agreement will trigger an excise tax under Internal Revenue Service Code 4908I or any other local, state or federal statute or regulation during the term of this Agreement, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).
the impact of such excise tax, as set forth in this Article
Only ~~Article XIII, Insurance and Pension~~ of the collective bargaining agreement would be subject to the reopener and no other provisions of the collective bargaining agreement would be opened for mid-term negotiations referred to in this paragraph.

readmission.

(b) At such time as a retiree who retires on or after July 1, 2009 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town. This section applies only to full-time employees who were hired prior to July 1, 2009 and who retire with a minimum of ten (10) years of service on or after July 1, 2009.

13.6 The Town may elect to implement a program of cost containment procedures (including, but not limited to, pre-admission review, admission planning services, admission and continued stay review, second surgical opinions and hospital bill audits). Prior to implementing any such program, the Town will provide informational sessions for employees.

13.7 (a) Full time employees who are regularly scheduled to work at least thirty-five (35) hours per week are eligible to participate in a Section 401 (a) Plan after satisfactory completion of the probationary period with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 6 % of base pay *only* (not including overtime, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(b) Part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible to participate in a Section 401(a) Plan after satisfactory completion of the probationary period with the Town. Plan details will be provided to each eligible employee. The Town and the employee will each contribute 4 % of base pay only (not including overtime, etc.) beginning on the employee's first anniversary date. Employee contributions will be made on a pre-tax basis. The combined contribution by the Town and the Employee will not exceed the maximum allowed by law per year. Employees can voluntarily contribute more than the maximum percentages quoted above on an after tax-basis subject to annual limits allowed by law including pre-tax employer and employee contributions.

(c) ~~Effective upon ratification, full~~ Full-time employees who are regularly scheduled to work at least thirty-five hours per week and part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall have the option of contributing to the Town's Section 457 Plan after satisfactory completion of their probationary period. Upon completion of the probationary period with the Town, employees may contribute to the Town's 401(a) plan described in Section 13.6 (a) and (b) (as applicable) to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. The Town will not make matching contributions

to the 457 Plan.

(d) New employees who are hired on or after July 1, 2010 shall be subject to the following vesting schedule with respect to any benefits of the Town 401(a) plan:

1 Year of Participation in 401A Plan -- 20 % vested

2 Years of Participation in 401A Plan -- 40 % vested

3 Years of Participation in 401A Plan -- 60% vested

4 Years of Participation in 401A Plan -- 80% vested

5 Years of Participation in 401A Plan -- 100% vested

13.8 As set forth more fully in the long term disability plan design which will be made available to all full-time employees and part time employees who work at least 30 hours of work per week, an eligible employee who is disabled due to an accident or sickness which is not compensable under the Workers' Compensation Act and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60 % of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly workers' compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

13.9 (a) Full-time employees who work at least 35 hours of work per week will be provided group life insurance in the amount of \$50,000.

(b) Each part-time employee who works at least 30 hours per week will be provided group life insurance in the amount of \$10,000.

ARTICLE XIV - BEREAVEMENT PAY

14.1 In the event of a death of an employee's immediate family member or in the event that an employee experiences a miscarriage, leave with pay not to exceed three (3) consecutive working days, beginning with the date of death and ending with and/or including the day after the funeral or final services, shall be granted to a full-time employee. "Immediate family" includes the employee's spouse, parent, child, grandparent, grandchild, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, brother, sister or any other relative who is living in the employee's household. Additional paid bereavement leave may be granted at the sole discretion of

the First Selectman.

All full-time employees shall be granted leave with pay for a maximum of one (1) day to attend the funeral or final services of a niece, nephew, aunt or uncle.

Additional bereavement leave without pay may be given to a full-time employee at the discretion of the First Selectman, upon recommendation of the employee's supervisor.

14.2 To be eligible for such paid absence, an employee must notify the Town as early as possible prior to the first day of such absence.

ARTICLE XV - JURY DUTY

15.1 All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each work day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The employees shall report for work for any portion of regular work day when he/she is not requested to be in court. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Town and the Town may request that the employee be excused or exempted from jury duty if, in the opinion of the Town the employee's services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

ARTICLE XVI - MILITARY RESERVE LEAVE

16.1 Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as amended from time to time. Copies of active duty orders or a written request for a military reserve leave shall be provided to the First Selectman or his/her designee as soon as the employee is informed of the dates of the military training or service.

ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION

17.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Town and the employees, or the Union, concerning the application, claim of breach or violation of a specific provision of this Agreement.

17.2 Any such grievance shall be settled in accordance with the following grievance procedure:

- a. Step 1 - The aggrieved employee and/or his or her Steward or Representative shall, within fifteen (15) working days of the time the grievant knew, or reasonably should have known, of the event or condition

giving rise to the grievance, file a written grievance with the Library Director in an effort to resolve the grievance immediately. The Library Director shall promptly meet with the aggrieved employee and/or his/her Steward or Representative upon receipt of the grievance in an attempt to adjust the grievance at once, and shall respond to the grievance in writing no later than ten (10) working days after receipt of the written grievance. Nothing herein shall be construed as prohibiting an employee from attempting to resolve the matter informally with his/her Director, prior to filing a written grievance.

- b. Step 2 - If the grievance is not settled at the first step, the aggrieved party or the Union may elect to file a written grievance within fifteen (15) working days of the Library Director's response, or the expiration of the time period for such response, with the First Selectman. The First Selectman will arrange a meeting with the grieving party and the Union within fifteen (15) working days after receiving the grievance in an attempt to resolve the grievance. If the grievance is not resolved by the First Selectman at that meeting, an answer will be submitted to the Union and the aggrieved, in writing, within ten (10) working days after the above meeting has been held.

- c. Step 3 - If the Union is not satisfied with the disposition of the grievance by the First Selectmen, it may submit said grievance within twenty (20) working days of receipt of the First Selectman's decision, or the expiration of the time period for such a decision, whichever is sooner, to the State Board of Mediation and Arbitration for arbitration in accordance with its rules and procedures. The arbitrator shall have no power to add to, subtract from, delete or modify in any way any of the specific terms of this Agreement. The ruling of the arbitrator shall be binding upon both parties, as provided by law. Each party shall pay its own arbitration costs.

17.3 Nothing herein shall be construed as prohibiting an aggrieved party from handling his or her own grievance if he or she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. Only the Union shall have the power to submit a grievance to arbitration.

17.4 The Employer shall allow the aggrieved employee(s) and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in 17.2 Steps 1 through 3.

17.5 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.6 The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Town in writing.

ARTICLE XVIII - NO STRIKE - NO LOCKOUT

18.1 During the term of this Agreement, neither the employees nor the Union (or its members, agents, representatives, employees, or persons acting in concert with or participation with any of them), shall incite, encourage or participate in any strike, walkout, work stoppage, slowdown, picketing, boycott (primary or secondary), refusal to work, sympathy strike or other such interference with work or Town operations. The Town shall not lock out employees during the term of this Agreement.

18.2 The prohibition of this Article XVIII shall apply whether or not (a) the dispute giving rise to the prohibited conduct is subject to arbitration (b) such conduct is in protest of an alleged violation of any state or federal law.

18.3 If any conduct prohibited by this Article XVIII occurs, the Union will do everything within its power to terminate such conduct.

ARTICLE XIX - SEVERABILITY

19.1 Should any provision or part of this Agreement be declared or rendered illegal or enforceable by legislative or judicial authority, the balance of the Agreement shall remain in full force and effect.

ARTICLE XX WORKPLACE CONDUCT

20.1 The Cragin Memorial Library and all bargaining unit employees agree to adhere to the American Library Association Code of Ethics and Library Bill of Rights as they may be amended from time to time.

20.2 Employees are encouraged to report all actions that do not conform to these standards to the Library Director or his/her designee.

ARTICLE XXI EVALUATIONS

21.1 The job performance of each employee shall be evaluated annually and/or more frequently as needed to address identified deficiencies in performance. The evaluation shall be conducted by the Library Director or his/her designee.

ARTICLE XXII DURATION

22.1 The Town and the Union agree that unless a particular provision is stated to be retroactive, this agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, ~~2016~~2019. The Town and Union agree that only those employees on the active payroll as of the date of the signing shall be eligible for any retroactive wages or benefits.

22.2 The parties agree that this Agreement shall automatically renew itself unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

ARTICLE XXIII FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

23.1 The provisions of this Agreement shall be subject to, and shall not supersede, any federal, state or municipal law, regulation, ordinance or other now or hereafter issued or enacted.

TOWN OF COLCHESTER

LOCAL 1303-448 OF CONNECTICUT
COUNCIL 4, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

By: _____
First Selectman

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

APPENDIX A

CONNECTICUT MUNICIPAL COUNCIL NO. 4
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES
AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION AND REPRESENTATION

BY: _____
Please Print Last Name First Name Middle Name

TO: TOWN OF COLCHESTER

Effective _____, I hereby authorize the Town of Colchester to deduct from my earnings the current initiation fee being charged by AFSCME Local No. 1303-_____ and effective the same date to deduct from my earnings each two-week payroll period a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the Financial Officer of AFSCME, Local 1303-_____ the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment.

Effective _____, I hereby authorize the Local 1303-_____ of Council 4, AFSCME and/or its appropriate affiliates to be my representative for collective bargaining.

SIGNATURE (do not print)

Street Address (print) Telephone Number

City and State (print) Zip Code

See attached appendix A.

(Informational Purposes Only)

APPENDIX A

CONNECTICUT COUNCIL #4

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

(PLEASE PRINT)

I hereby apply for membership in Council 4 (hereinafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Local Number

Last Name

First Name

M.I.

Street Address

Apt. No.

City

State

Zip Code

Social Security No.

Payroll No.

Department

Telephone No.

Signature

Effective Date

APPENDIX B

Position Title	FY 13-14 Hrly Rate	Pay Period # Hours	Pay Period Amount	# Pay periods	FY 13-14 Annual
Assistant Library Director	28.0789	70	1,965.52	26.1	51,300.07
Children's Librarian	28.5698	70	1,999.89	26.1	52,197.13
Library Cataloger	20.0113	70	1,400.79	26.1	36,560.62
Circulation Supervisor	19.5643	70	1,369.50	26.1	35,743.95
Assistant Children's Librarian	16.0112	70	1,120.78	26.1	29,252.36

2.50%

Position Title	FY 14-15 Hrly Rate	Pay Period # Hours	Pay Period Amount	# Pay periods	FY 14-15 Annual
Assistant Library Director	28.5703	70	1,999.92	26.1	52,197.91
Children's Librarian	29.0698	70	2,034.89	26.1	53,110.63
Library Cataloger	20.3615	70	1,425.31	26.1	37,200.59
Circulation Supervisor	19.9067	70	1,393.47	26.1	36,369.57
Assistant Children's Librarian	16.2914	70	1,140.40	26.1	29,764.44

1.75%

Position Title	FY 15-16 Hrly Rate	Pay Period # Hours	Pay Period Amount	# Pay periods	FY 15-16 Annual
Assistant Library Director	29.1417	70	2,039.92	26.2	53,445.90
Children's Librarian	29.6512	70	2,075.58	26.2	54,380.20
Library Cataloger	20.7687	70	1,453.81	26.2	38,089.82
Circulation Supervisor	20.3048	70	1,421.34	26.2	37,239.11
Assistant Children's Librarian	16.6172	70	1,163.20	26.2	30,475.84

2.00%

~~Note: Annual salary figures are estimates based on scheduled hours worked as of
January 1, 2013 and are subject to change with staffing and/or scheduling
changes.~~

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<u>Position Title</u>	<u>FY 16-17</u> <u>Hrly</u> <u>Rate</u>	<u>Pay</u> <u>Period</u> <u># Hours</u>	<u>Pay</u> <u>Period</u> <u>Amount</u>	<u># Pay</u> <u>periods</u>	<u>FY 16-17</u> <u>Annual</u>
Adult Services Librarian	29.72	70	2,080.40	26.1	54,298.44
Children's Librarian	30.24	70	2,116.80	26.1	55,248.48
Library Cataloger	21.18	70	1,482.60	26.1	38,695.86
Circulation Supervisor	20.71	70	1,449.70	26.1	37,837.17
Assistant to the Children's Librarian	16.95	70	1,186.50	26.1	30,967.65

~~2.00%~~ 2.25% * numbers to be recalculated based on 2.25% increase.

<u>Position Title</u>	<u>FY 17-18</u> <u>Hrly</u> <u>Rate</u>	<u>Pay</u> <u>Period</u> <u># Hours</u>	<u>Pay</u> <u>Period</u> <u>Amount</u>	<u># Pay</u> <u>periods</u>	<u>FY 17-18</u> <u>Annual</u>
Adult Services Librarian	30.39	70	2,127.30	26.0	55,309.80
Children's Librarian	30.92	70	2,164.40	26.0	56,274.40
Library Cataloger	21.66	70	1,516.20	26.0	39,421.20
Circulation Supervisor	21.18	70	1,482.60	26.0	38,547.60
Assistant to the Children's Librarian	17.33	70	1,213.10	26.0	31,540.60

2.25%

<u>Position Title</u>	<u>FY 18-19</u> <u>Hrly</u> <u>Rate</u>	<u>Pay</u> <u>Period</u> <u># Hours</u>	<u>Pay</u> <u>Period</u> <u>Amount</u>	<u># Pay</u> <u>periods</u>	<u>FY 18-19</u> <u>Annual</u>
Adult Services Librarian	31.07	70	2,174.90	26.0	56,547.40
Children's Librarian	31.62	70	2,213.40	26.0	57,548.40
Library Cataloger	22.15	70	1,550.50	26.0	40,313.00
Circulation Supervisor	21.66	70	1,516.20	26.0	39,421.20
Assistant to the Children's Librarian	17.72	70	1,240.40	26.0	32,250.40

2.25%

Note: Annual salary figures are estimates based on scheduled hours worked as of July 1, 2016 and are subject to change with staffing and/or scheduling changes.



Overview, Services through CRCOG

September 2, 2016

Carl Fazzina

Business Relationship

CCAT

cfazzina@ccat.us

Connecticut Center for Advanced Technology, Inc.

www.ccat.us



What is CRCOG?

- Capitol Region Council of Governments representing the 38 towns and cities in the Hartford area with 993,000 residents and over 1,046 square miles
- 45+ year history of collaboration between towns (CRPC, Public Safety, Service Sharing)
- New in 2014: IT Services Cooperative
 - Members of CRPC, COST, and other fee-for-service members
 - Contract for Fiber Infrastructure Services
 - **IT Strategic Partner: CCAAT (awarded competitive bid RFP)**





Who is CCAT?

A nonprofit resource that leads and inspires innovation through state, regional, and national partnerships in IT, education, workforce strategies, advanced manufacturing technology, and energy solutions.

Connecticut Center for Advanced Technology, Inc.

1. 501c3 nonprofit
2. Founded in 2004, headquartered in East Hartford, CT
3. **CRCOG's strategic technology partner (awarded competitive bid RFP)**



Connecticut Center for Advanced Technology, Inc.

www.ccat.us



CRCOG and CCAT

How does it work

- CRCOG manages legislative and programmatic levels
- CCAT provides technical consulting and expertise





Municipal Clients

1. Town of Enfield
2. Town of New Fairfield
3. Town of Killingly
4. Town of Marlborough
5. Town of Columbia
6. Town of Bethany
7. Town of Newtown
8. Town of Windsor Locks
9. Town of Simsbury
10. Town of Hebron
11. Town of Clinton
12. Town of Essex
13. Town of Windham
14. Town of Berlin





IT services available through CRCOG & CCAT

- 1. Assessment and Consulting**
- 2. Technology Security**
- 3. Managed Support Services**
- 4. Hosted Infrastructure Services**
- 5. Website & Application Design & Development**

