

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Agenda
Thursday, March 17, 2011
Colchester Town Hall**

Meeting Room 1 – 7:00pm

RECEIVED
COLCHESTER, CT
2011 MAR 15 AM 10:53

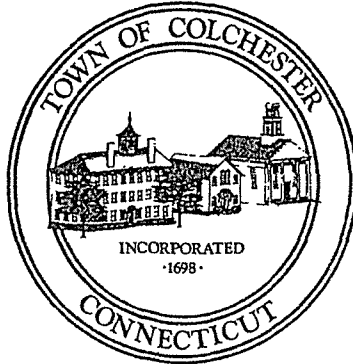
Gregg Schuster
March 17, 2011

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the March 3, 2011 Regular Board of Selectmen meeting
4. Citizen's Comments
5. Presentation of Proclamation to Girl Scouts
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Ethics Commission. Member re-appointment for a new three-year term to expire 02/28/2014. Dan Henderson to be interviewed.
 - b. Open Space Commission. Member re-appointment for a new three-year term to expire 3/31/2014. Nick Norton to be interviewed.
 - c. Open Space Commission. Member re-appointment for a new three-year term to expire 3/31/2014. Elizabeth Gillman to be interviewed.
 - d. Open Space Commission. Member re-appointment for a new three-year term to expire 3/31/2014. William Hochholzer to be interviewed.
 - e. Open Space Commission. Member re-appointment for a new three-year term to expire 3/31/2014. Theodore Fuini to be interviewed.
 - f. Youth Services Bureau. Member re-appointment for a new three-year term to expire 3/31/2014. Kerry Bell to be interviewed.
 - g. Youth Services Bureau. Member re-appointment for a new three-year term to expire 3/31/2014. Pam Scheibelein to be interviewed.

- h. Chatham Health District Board of Directors. Member appointment for three-year term to expire 6/30/2014. Blyse Soby to be interviewed.

- 7. Budget Transfers
- 8. Tax Refunds & Rebates
- 9. Discussion and Possible Action on Sponsorship Opportunities for Hershey Track Meet, Summer Concert Series, and 57 Fest
- 10. Discussion and Possible Action on State DOT Matching Grant Program for Elderly and Disabled Demand Responsive Transportation
- 11. Discussion and Possible Action on Proposed Town Ordinances
- 12. Discussion and Possible Action on Memorandum of Agreement with Local 1303-254 AFSCME, AFL-CIO, Town Hall Employees Union
- 13. Citizen's Comments
- 14. First Selectman's Report
- 15. Liaison Report
- 16. Executive Session to Discuss Contract with MEUI Local 506, SEUI, AFL-CIO, CLC, Town Administrators Union
- 17. Executive Session to Discuss Public Works Director Candidates
- 18. Adjourn

Gregg Schuster



First Selectman

**Board of Selectmen Regular Meeting Minutes
Thursday, March 3, 2011
Colchester Town Hall**

Meeting Room 1 – 7:00pm

RECEIVED
COLCHESTER, CT
2011 MAR - 4 PM 1:05

Gregg Schuster
Mayor

MEMBERS PRESENT: First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Soby, Selectman Rosemary Coyle, and Selectman Greg Cordova

MEMBERS ABSENT:

OTHERS PRESENT: Derrik Kennedy, Greg Plunkett, David Dander, and Ryan Blessing

1. **Call to Order**
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**
None.
3. **Approve Minutes of the February 17, 2011 Regular Board of Selectmen meeting**
G. Cordova moved to approve the minutes of the February 17, 2011 Regular Board of Selectmen meeting, seconded by J. Ford. R. Coyle abstained, all other selectmen approved. MOTION CARRIED.
4. **Citizen's Comments**
None.
5. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
 - a. **Ethics Commission. Member re-appointment for a new three-year term to expire 02/28/2014. Dan Henderson to be interviewed.**
Dan Henderson was absent. No action taken.
 - b. **Commission on Aging. Member appointment for a three-year term to expire 12/31/2013. Herb Davis was interviewed on 02/03/2011.**
No action taken.
6. **Budget Transfers**
S. Soby moved to approve the budget transfer of \$4,000 from Police – Regular Payroll (12101-40101) to Police – Uniform Purchases (12101-42324), seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

7. Tax Refunds & Rebates

R. Coyle moved to approve tax refunds in the amount of \$6.52 to David Muir, \$151.26 to Daniel Impellitteri, \$3,186.40 to Taber & Kelly Parola, and \$2,263.82 to Heather Galarneau & Matthew Trust, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

8. Discussion and Possible Action on Historic Documents Program Grant Applicant

R. Coyle moved to appoint Nancy Bray, Town Clerk, as the applicant for the Historic Documents Program Grant, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Spring Clean-Up 2011

S. Soby moved to authorize the First Selectman to sign any sponsorship agreements for the 2011 Spring Clean-Up, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on 57 Fest 2011

Discussion on possible date for the 57 Fest. No action taken.

11. Discussion and Possible Action on FY11-12 Town Budget

First Selectman G. Schuster stated that the upcoming year's budget, as proposed, includes an increase of \$890,000 in expenditures, but are expecting that to be cut as it represents different options for discussion. Further, capital items could be financed instead of taken out of the operating budget. An eleventh officer is budgeted for, as money was available due to the board of education paying the salary of the school resource officer. A part-time social services coordinator is included due to an increased demand for social services. Increases in funding for road maintenance, fully-funding capital reserves for vehicle replacement and the Town's Other Post-Employment Benefits (OPEB), a transfer of money from legal services to human resources services, the elimination of the health department due to the move to the Chatham Health District, and a reduction in debt service are also included in the proposed budget. The Grand List has increased 1.5% for addition tax revenue of around \$500,000. According to the governor's proposed budget, state aid to municipalities has remained the same as previous year's levels. There are some new revenue sources, due to increases in, or the implementation of, various taxes. However, since these have not been adopted by the legislature, they are not included in the first selectman's proposed budget. Finally, the town proposed budget does not include the use of fund balance.

Selectman Ford commented that the roads are and have been underfunded, that the Town should look into developing a pavement management program, and that the Town should develop a five-year capital plan to show and anticipate future costs and projects.

Selectman Cordova commented about the budget questionnaire and about possibly holding another budget forum.

No action taken.

12. Citizen's Comments

D. Dander commented on concerts on the green and parks & recreation operations.

13. First Selectman's Report

None.

14. Liaison Report

S. Soby reported that the Police Commission is continuing to update policies and will be scheduling special meetings to keep working on current projects.

G. Cordova reported that within the Youth Services Bureau, seventh and eighth graders have had unusually low attendance, that another social services coordinator is needed to assist with resident's needs, and funding for a new van has become available and the department is looking to purchase soon.

15. Executive Session to Discuss Public Works Director Candidates

R. Coyle moved to enter in to executive session to discuss public works director candidates, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Entered into executive session at 7:33 p.m.
Returned from executive session at 7:47 p.m.

16. Adjourn

G. Cordova moved to adjourn at 7:48 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrick M. Kennedy
Executive Assistant to the First Selectman

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:

Account Number	Account Name	Amount
<input type="text" value="11601-42340"/>	<input type="text" value="other purchased supplies"/>	<input type="text" value="200"/>
<input type="text" value="11601-44232"/>	<input type="text" value="printing & publications"/>	<input type="text" value="1,028"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

To:

<input type="text" value="11601-44223"/>	<input type="text" value="service contracts"/>	<input type="text" value="1,228"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested **Department Director or Supervisor - Signature**

Print Name

Date Reviewed **Chief Financial Officer**

Date Approved **First Selectman**

Date Approved **Board of Selectmen Clerk**

Date Approved **Board of Finance Clerk**

LHS ASSOCIATES INC.

BRANCH ST
 METHUEN, MA 01844
 USA

INVOICE

Invoice Number: 32823
 Invoice Date: Jan 3, 2011
 Page: 1

Voice: 978-683-0777
 Fax: 978-687-3670

Bill To:
COLCHESTER CT REGISTRARS OF VOTERS 127 NORWICH AVE COLCHESTER, CT 06415

Ship to:
COLCHESTER CT REGISTRARS OF VOTERS 127 NORWICH AVE COLCHESTER, CT 06415

Customer ID	Customer PO	Payment Terms	
510058		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		2/2/11

Quantity	Item	Description	Unit Price	Amount
8.00	E85-01CT	ACCUVOTE MAINTENANCE AGREEMENT 1/1/2011-12/31/2011	191.0000	1,528.00
Subtotal				1,528.00
Sales Tax				
Total Invoice Amount				1,528.00
Payment/Credit Applied				
TOTAL				1,528.00

Check/Credit Memo No:

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

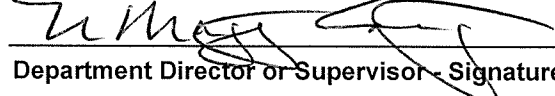
From:

Account Number	Account Name	Amount
11102-43213	Mileage, Training & Meetings	50

To:

11102-44208	Professional Services	50

Date Requested


Department Director or Supervisor - Signature

Print Name

Date Reviewed


Chief Financial Officer

Date Approved


First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Historic District Commission

Reason for Request: Professional Services for Zoning Regulation sketches

Reason for Available Funds: No legal ads required because no applications received since beginning of Fiscal year

From:	Account Number	Account Name	Amount
	11405-44230	Legals	200

To:	11411-44208	Professional Services	200

Feb 28, 2011
Date Requested

ad Z

Department Director or Supervisor

3/2/11
Date Reviewed

[Signature]

Chief Financial Officer

3/13/11
Date Approved

[Signature]

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

Department: Planning & Code Administration

Reason for Request: A. Turner to attend APA Conference & Reimbursement to T. York for storm related expenses.

Reason for Available Funds: Printing charges have decreased due to forms and Regulations now on line.

From:	Account Number	Account Name	Amount
	11411-44232	Printing & Publication	1,000
To:	11411-43213	Travel, Training & Meetings	1,000

2/22/11	
Date Requested	Department Director or Supervisor
3/2/11	
Date Reviewed	Chief Financial Officer
3/13/11	
Date Approved	First Selectman
Date Approved	Board of Selectmen Clerk
Date Approved	Board of Finance Clerk

Town of Colchester
 General Fund
 Budget Transfer/Additional Appropriation

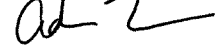
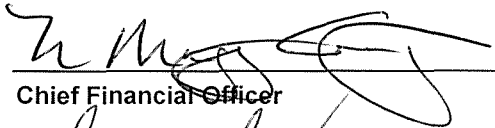
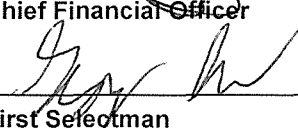
Department: Planning & Code Administration

Reason for Request: Graphic Assistance for the revision of Plan of Conservation & Development

Reason for Available Funds: Packets for Commission are now e mailed if feasible.

From:	Account Number	Account Name	Amount
	11411-44217	Postage	1,000

To:	11411-44208	Professional Services	1,000

Feb 28, 2011	
Date Requested	Department Director or Supervisor
3/2/11	
Date Reviewed	Chief Financial Officer
3/3/11	
Date Approved	First Selectman
Date Approved	Board of Selectmen Clerk
Date Approved	Board of Finance Clerk



Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="42301"/>	<input type="text" value="Office Supplies"/>	<input type="text" value="1,500"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="42344"/>	<input type="text" value="Library Media Supplies"/>	<input type="text" value="1,500"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

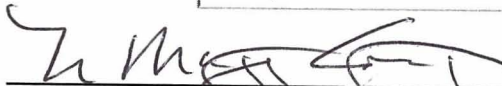
Date Requested



Department Director or Supervisor - Signature

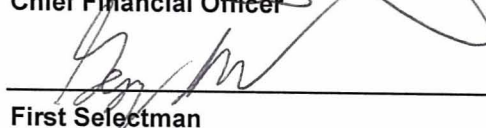
Print Name

Date Reviewed



Chief Financial Officer

Date Approved



First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved


Board of Finance Clerk

Town of Colchester
127 Norwich Avenue
Suite 202
Colchester, CT 06415

Gregory J. Plunkett
Director of Facilities and Operations
gplunkett@colchesterct.org

Tel. (860) 537-2296
Fax. (860) 537-1252
Cell (860) 303-0125

March 7, 2011

TO: Gregg Schuster
FROM: Greg Plunkett 
RE: Sponsorship Opportunities

Attached is the sponsorship information for the Hershey Track Meet, Summer Concert Series and the 57 FEST. In order for us to secure sponsors I am requesting that the First Selectman be authorized to sign any and all contracts related to these events.



Sponsorship Opportunity for 2011 Colchester Summer Concerts on the Green

Event: Colchester Summer Concerts on the Green

Event Type: Free Family Concerts

Dates: 5:30-7:30pm, Sundays, July 10, 17, 24, 31 August 7, 14, 2011 (rain dates Aug. 21 & 28)

Location: Town Green, Colchester, CT

Contact Information:

Greg Plunkett

Colchester Parks & Recreation

(860) 537-7295

(888) 468-6093 (fax)

RecDirector@colchesterct.gov

www.colchesterct.gov

Expected Participation: 800-1,000 per concert

Event Description:

Under the direction of Colchester Parks & Recreation, the concert series has cultivated a **large and dedicated audience**. The community has come to expect **first class entertainment** each and every week. In order to **enhance the experience** and make it easier for families to attend, **affordable dinner concessions and ice cream** are available for sale at each concert.

Sponsors:

The 2011 series will have one title sponsor and one to two co-sponsors per week. Previous sponsors include: Rockville Bank, Colchester Chevrolet, Noel's Market, Tracy's Tunes, Nathan Liverant and Son Antiques, Skin Deep, Casey Chiropractic, Car Care Performance Center, Valvoline Express Care/Performance Tire, Shore TV & Appliance, Copies Plus...More, Skyview Realty, State Farm, Sign Professionals, Family Physical Therapy.

Benefits:

The **Title Sponsor's** name is **part of the official series title** (e.g. Colchester Summer Concerts on the Green sponsored by *Title Sponsor*). The Title Sponsor is **featured at every concert**, and also receives all benefits of a Co-Sponsor.

Each **Co-Sponsor** is partnered with one concert of the series, and highlighted alongside the series Title Sponsor. **Co-Sponsors** are also **listed on all promotional media**, for their particular concert, including posters, flyers, web sites, press releases, mass emails, pre-movie "slides", department brochures, event signage, souvenir programs, on-stage recognition, etc. **Co-Sponsors** would also have opportunities for **onsite "sampling"** and **signage** at their concert.

Promotional Consideration:

Title Sponsor - \$6,000; Co-Sponsor - \$1,000 (\$500 each if shared)



th 7 Annual Colchester 57 Fest Sponsorship Opportunity

Event: Colchester 57 Fest

Event Type: Family event focused on healthy activities

Dates: Saturday, September 24, 2011 (rain date: Sept. 25); 4:00-8:00pm

Location: Recreation Complex, Colchester, CT

Contact Information:

Greg Plunkett, Interim Director
Colchester Parks & Recreation
(860) 537-7295 | (888) 468-6093 (fax)
RecDirector@colchesterct.gov
www.colchesterct.gov

Expected Participation: 5,000

Event Description:

With the focus of **encouraging families** and community members to lead **active, healthy lifestyles**, this event will bring together families for an afternoon of games, activities, food and entertainment, highlighted by a **concert and fireworks display**. The event will incorporate a mixture of Town departments, youth and adult sports leagues, fraternal/charitable organizations, and local businesses. Aside from food concessions, virtually all activities are **free of charge**.

Benefits:

As a **Presenting Sponsor** of the program, your business would be **promoted in all materials** regarding the event. Event marketing will include glossy 11 in. x 17 in. **posters** to be distributed throughout town, **flyers** distributed through schools, **press releases**, the Town **web site**, and more. Additionally, your business would be invited to have a **presence at the event**, including hanging of a **banner** and/or having a **promotional table**. As a **Supporting Sponsor**, your business would be **recognized at the event**, in the official **event program**, and on the **event web site**. There are also opportunities for "**exclusive**" **sponsorship** of key features of the event, such as the **headline concert**, the **fireworks**, and the **wellness tent**, all of which offer significant, unique sponsor benefits.

Sponsors:

The event will have a maximum of eight (8) **Presenting Sponsors** and ten (10) **Supporting Sponsors**, as well as **Media Partners**. **Previous Sponsors** include: Backus Hospital, Curley's, Gano's Power Equipment, Liverant Antiques, Photo Connection, S&S Worldwide, Stop & Shop, Colchester Business Association, Colchester Rotary Club, Colchester Lions Club, Dental Arts of Colchester, Savings Institute Bank & Trust, Funtastic Inflatables, Liberty Bank, Reminder Newspapers, Skyview Realty, Culinary Delights, Willimantic Waste, Colchester Carpet, Casey Chiropractic, AT&T, Zaktec/Zac's Video Games, Advance Auto Parts
Promotional Consideration: Presenting Sponsor - \$1,000; Supporting Sponsor - \$250; Exclusive Concert Sponsor - \$5,000; Exclusive Fireworks Sponsor - \$5,000; Exclusive Wellness Tent Sponsor - \$5,000

The Parks & Recreation Department of Colchester presents

34th Annual Hershey Track and Field Games Sponsorship Opportunity

Event: Hershey Track and Field Games

Event Type: Local Track Field Championship

Date: May 26, 2011

Location: Bacon Academy

Contact Information:

Amanda Herzog

Colchester Parks & Recreation

127 Norwich Ave.

Colchester CT 06415

860-537-7297

aherzog@colchesterct.gov

Participation: Approx. 250 participants, plus spectators/volunteers

Program Description:

Hershey's Track & Field Games help to promote physical fitness, encourage participation, friendship and sportsmanship. Events will include the 50-meter dash, 100-meter dash, 200-meter dash, 400-meter dash, 800 meter run, 1600 meter run, 4x100 meter relay, standing long jump, and softball throw. Contestants can participate in two field events and one running event or two running events and one field event.

The winners in the local district meet will advance to the state final and possibly qualifying beyond to the North American Finals held during the week of August 5, 2009.

The Hershey Youth Program has been a national event and now a North American event for the past twenty-nine years. Initiated as a playground track and field program in 1975 in Charleston, WV, by Dr. Donald P. Cohen, Hershey's Track & Field Games has become the largest youth sports program of its kind in North America. The program was offered statewide in West Virginia in 1976; became a 10-state regional event in 1977, and offered nationally in 1996.

The Hershey Youth Program has involved millions of youngsters from 50 states, the District of Columbia and the 10 provinces and three territories of Canada. It is sponsored by the National Recreation and Parks Association, USA Track & Field, Athletic Canada and by the Hershey Company.

Benefits of Sponsorship:

- Name/logo in press releases, Parks and Recreation website, flyers, mass emails, and other promotional materials
- Opportunity to have table/ booth at the Hershey Track and Field event to hang banners, provide promotional brochures and other handout materials

Sponsors/Partnership:

This year's event will have a maximum of four (4) sponsors.

Promotional Consideration:

Four (4) sponsors at \$100 each for a total of \$400.00

Colchester Senior Center

To: Board of Selectmen

From: Patti White, Director

Re: Grant Submission Request

Date: 3/10/11

Grantor: State of Connecticut Department of Transportation
Matching Grant Program for Elderly and Disabled Demand Responsive Transportation
State Fiscal Year 2012 (7/11-6/12)

Requested Amount: \$31,457

Submission date: April 1, 2011

Purpose: This is a renewal application to the State of Connecticut for continuation funding to support our Dial a ride out of town medical and special incentives transportation program.

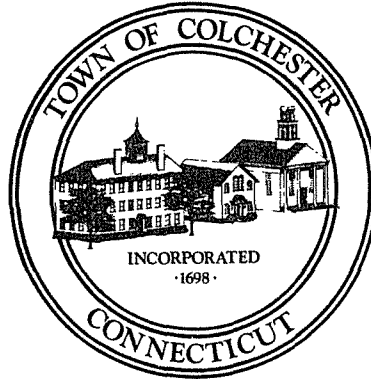
Matching Requirements: This grant requires a match equal to the amount provided by the State. As in past years this match is met by the existing transportation costs in the senior center's annual town budget. No new monies are needed for this match.

Recommended Action to be taken:

BE IT RESOLVED that the Board of Selectmen for the Town of Colchester hereby authorize the First Selectman, Gregg Schuster, to negotiate and execute all necessary Agreement/Contract documents on behalf of the Town of Colchester with the Department of Transportation of the State of Connecticut and to affix the corporate seal.



Gregg Schuster



First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman

Date: 3/15/11

Re: Proposed Town Ordinances

I am proposing enacting the attached ordinances as recommended by their respective departments and am seeking feedback from the board on these proposals. If the board agrees with these proposals, I will be forwarding them to our attorney for review. After the review, the proposed ordinances would return to the board for approval and forwarding to the town meeting.

In addition to these new ordinances, I will be requesting our attorney review our current ordinances to see if any changes are needed as a result of Colchester joining the Chatham Health District.

Alarm Ordinance

1. Purpose

The purpose of this ordinance is to regulate the registration, operation and use of burglar, fire, medical or any other alarms or emergency signaling devices within the Town of Colchester and to support and enforce the maintenance of said system.

2. Applicability

The provisions of this ordinance shall apply to any person or entity who operates or owns any alarm system that automatically summons the police, fire, medical or ambulance personnel or other Town agency in response to an alarm signal.

3. Definitions

a. Alarm Systems

- i.** Alarm System: Any device or equipment which is capable of activating the municipal fire alarm system, or is capable of automatically calling and relaying recorded emergency messages to any State Police, Municipal Police or Fire Department telephone number, or which is capable of automatically calling and relaying recorded emergency messages or other forms of emergency signals to an intermediate third party which shall thereafter call and relay such emergency message to a State Police or Municipal Police or Fire Department telephone number.
 - ii.** Burglar Alarm: means any alarm system falling within the definition of paragraph (a) above, which is designated to transmit a signal in event of intrusion, hold up, or other type of emergency situation.
 - iii.** Fire Alarm: means any system, which falls within the definition of paragraph (a) above, which is designated to transmit an alarm relating to fire.
- b.** All alarm system: means any system, which sounds an audible signal that may be heard outside the protected premises. Said systems shall be equipped with a device that will limit the duration of such audible signal to not more than ten minutes
 - c.** An Alarm Owner or User: means any person, firm, corporation or other business entity that owns, controls, installs, operates or maintains any alarm system as defined in Section C (1) above.
 - d.** Automatic Telephone Dialing Service: refers to an alarm system, which automatically sends over regular telephone lines, by direct connection, or otherwise, a pre-recorded voice message indicating the existence of an emergency situation that the alarm is designated to detect.

- e. Central Station Operating Company: refers to a company equipped to receive burglar, fire, panic, intruder or hold-up alarms from each of its customers and which then transmits to the Connecticut State Police or to the Colchester Emergency Communications Center the location and type of any such alarm the central station operating company receives
- f. False Alarm: means an alarm (such as a Fire or Burglar Alarm) that is set off needlessly.
- g. Key Holder: refers to any person whose name appears on the registration form as a key holder or is designated in writing by the alarm owner or user to respond to the premises of alarm activation when requested by the Police Department or Fire Department (e.g. Reset system, gain entry, etc.).

4. Registrations

- a. The alarm owner / user or central station operating company shall within 30 days of installation or activation of an alarm system, complete a registration form provided by the Town of Colchester which shall include information concerning the alarm device, location, key holder(s) and any other necessary information.
- b. It shall be the responsibility of the alarm owner / user or central station operating company to notify the Town of Colchester Fire Department within 10 days, in writing, of changes in registration information.

5. Connection to Telephone Lines Restrictions

- a. No person, firm, corporation or other business entity shall connect to a telephone company's network any automatic dialing device or alarm system which causes the number "911" to be automatically dialed.
- b. Automatic dialing devices may only be connected to a seven-digit telephone number assigned by the Colchester Communications Center. The automatic dialing device must be equipped to disconnect after five rings.

6. False Alarm, Registration, Violations & Charges

- a. In the event there are three false alarm responses to the same location within the same calendar year, a written warning will be issued to the alarm owner / user upon the occurrence of the third false alarm, notifying them of impending charges for further false alarms occurring within a twelve (12) month period.
- b. A charge of \$25.00 shall be imposed on the alarm owner / user upon the occurrence of the fourth false alarm response within a twelve (12) month period.
- c. A charge of \$50.00 shall be imposed on the alarm owner / user upon the occurrence of all subsequent false alarm responses after four (4) within the twelve (12) month period.
- d. A charge of \$50.00 shall be imposed on the alarm owner / user for failure to register an alarm system with the Town of Colchester Emergency Services.

- e. A charge of \$50.00 shall be imposed on the alarm owner / user for failure to provide notification of any changes in registration to the Town of Colchester Emergency Services.
- f. A charge of \$50.00 shall be imposed on the alarm owner / user for the failure of a key holder to timely respond to the premises of the alarm when requested by the Police Department or Fire Department.
- g. A charge of \$50.00 shall be imposed on the alarm owner / user upon the occurrence of any automatic dialing violation as set forth in Section E hereof.
- h. A charge of \$25.00 shall be imposed on the alarm owner / user for the failure of an alarm owner / user to notify the Colchester Emergency Communication Center and the emergency agency affected of an alarm system service test, repair or adjustment of an alarm system, which results in a false alarm response.
- i. Charges for violations will be payable to the Town of Colchester and deposited into the General Fund.

7. Notification (24 hour)

- a. If an alarm owner / user notifies the proper agency that will receive the alarm when activated, Colchester Communications 860-537-3414 or State Police Dispatch 860-537-7500 prior to any service test, repair or adjustment of an alarm system that may activate a false alarm, no charge shall be imposed. In the case of fire alarm systems, the alarm owner / user shall notify the Colchester Communications Center at 860-537-3414 as soon as all service, test, repair or adjustment of the alarm system has been completed.

8. Enforcement

- a. The Town of Colchester may institute civil proceedings to enforce the provisions of this ordinance.

9. Disclaimer of Liability

- a. Notwithstanding the provisions of this ordinance, the Town of Colchester and its departments, officers, agents and employees shall be under no obligation whatsoever to ensure or verify the adequacy, proper installation, maintenance, use or resetting of any alarm device. The Town of Colchester assumes no liability for the failure of alarm devices. Each alarm owner / user shall be deemed to hold and save harmless the Town of Colchester and its departments, officers, agents and employees from any and all liability arising out of, resulting from or relating to an alarm owner / user's installation, operation, maintenance and use of an alarm system.

Fire Hydrants and Water Mains

1. General

a. Purpose

To authorize the Colchester Board of Selectmen to regulate the installation and the Colchester Fire Department to regulate the maintenance of fire hydrants in the Town of Colchester.

b. Permits

A permit issued by the Colchester Water Department is required to use or operate fire hydrants or valves intended for fire suppression purposes, which are installed on the Town of Colchester water system and are accessible to public highways, alleys, or private ways to or generally used by the public.

c. Plans

Plans and specification for fire hydrant systems shall be submitted to the Colchester Water Department, Fire Marshal's Office, and the Colchester Fire Department for review and recommendation to the Board of Selectmen prior to construction.

2. Water Supplies and Fire Hydrants

a. General

Water supplies and fire hydrants shall be in accordance with Sections C-1203(a)(1) and (5) of the Town of Colchester Charter and Articles X through XI, inclusive, Chapters 74, 93, 150, and Section 109-6(B) of the Town of Colchester Code of Ordinances.

b. Required Water Supply for Fire Protection

When the Colchester Water Department serves the property, an approved water supply capable of supplying the required fire flow for fire protection shall be provided. Water mains and fire hydrants shall be provided to all premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

Primary water mains and water mains with cross connections greater than 600 feet (180m) apart, a twelve-inch (300mm) diameter water main shall be installed. All cross connecting (distributing) water mains shall be a minimum of eight inch (200mm) in diameter.

When any portion of the facility or building protected is in excess of 150 feet (45.72m) from a water supply on a public street (as measured around the exterior of the facility or building) on-site fire hydrants and mains shall be provided as determined by the Fire Marshal.

i. Installation and spacing of fire hydrants

Fire hydrant spacing in commercial and industrial areas shall not exceed three hundred and fifty feet (350') between hydrants. Hydrant spacing in residential areas shall not exceed five hundred 500 feet. Primary hydrant locations shall be at or as near as possible to any intersection with intermediate hydrants installed where the spacing between intersections exceeds six hundred feet (600') or as required by the fire marshal.

ii. Acceptable fire hydrants

Fire hydrants shall be dry barrel compression hydrants with dry top design and contain a break-a-way feature. Hydrants shall meet AWWA C502 standard, shall be UL listed and FM approved with a maximum working pressure of 250 PSI. Hydrants shall be manufactured of cast iron with three nozzles (2) hose (1) pumper 5" storz. If a 4.5" NST thread is provided, a 4.5" NST to 5" Storz adaptor shall be provided and installed. Valve size shall be 5.25 inches. Color shall be yellow with white nozzle caps. Hydrants shall be on the approved equipment list of the Colchester Water Department.

c. Fire Hydrants

Fire hydrants shall be clearly marked in accordance with the latest edition of National Fire Protection Association (NFPA) standards. Hydrant locations shall be identified by the installation of approved reflective markers as approved by the Colchester Water department.

d. Systems out of service

The Fire Marshal shall be notified when any required fire hydrant is out of service and or restoration of service. Hydrants that are "out of service" shall be clearly marked by the Colchester Water Department.

3. Tampering with Fire Hydrant Equipment, Barriers, Security Devices, Signs, and/or Seals

a. Fire department property

Apparatus, equipment and appurtenances belonging to or under the supervision and control of the Colchester Fire Department shall not be molested, tampered with, damaged or otherwise disturbed.

b. Fire hydrants and fire appliances

Fire hydrants and fire appliances required by this ordinance shall not be removed, tampered with, or otherwise disturbed except for the purpose of extinguishing fire, training, recharging or making repairs, flushing, or when allowed by the Colchester Water Department. When a fire protection device is taken out of service for replacement or repair, it shall be replaced or repaired as soon as practicable.

4. Obstruction and Impairment of Fire Hydrants and Fire Protection Systems

a. General

All fire hydrants shall be continuously maintained and kept clear of weeds, rubbish and any and all other obstructions and clearance shall be maintained on all sides and above all fire hydrants. Landscaping or decorations shall not obstruct or hide any fire hydrant from clear view, nor prohibit access for use and/or maintenance of fire hydrants.

It shall be unlawful for any person to obstruct the access to any fire hydrant by placing locating or permitting any debris, building material, personal property or other obstruction or, or about any fire hydrant which may in any manner interfere with its immediate use.

Parking, placing or locating any vehicle, boat, trailer or other personal property within ten (10) feet of a fire hydrant is prohibited.

b. Clear space around/access to hydrants

A minimum clear space of 3-foot (.914m) shall be maintained around the circumference of fire hydrants except as otherwise required or approved.

c. Marking of fire hydrants

Fire protection equipment and fire hydrants shall be clearly identified in accordance with the latest edition of NFPA standards. Fire hydrant tops and caps shall be marked in accordance with the latest edition of NFPA 291 Recommended Practice for Fire Flow Testing and Marking of Hydrants.

All resolutions, orders, and ordinances or portions of the same in conflict herewith are hereby repealed.

Off-site Sidewalk Fee

1. Purpose

The Town of Colchester (the Town) does hereby create a special fund, which shall be known as the "Pedestrian Access Improvement Fund" (the fund), and which fund shall not lapse at the end of the municipal fiscal year. The fund's purposes shall be for the design and construction of various sidewalk and other pedestrian access improvements.

2. Sources of funding, investments, and limitation on fund use

- a. In addition to such sums as may be appropriated by the Town annually for deposit into the fund, the Town is authorized to and may deposit into the fund all monies received by it, from whatever source, as monetary gifts, grants or loans for the development of pedestrian access improvements.
- b. Fees to the Town collected in voluntary lieu of any requirement to provide on-site pedestrian access as authorized by the Zoning and Planning Commission, pursuant to the Town's Zoning Regulations and/or Subdivision Regulations, shall be deposited into the fund.
- c. The fund shall be in the custody of the Town Treasurer or other officer in charge of funds of the Town, and all or any part of the monies in the fund may, from time to time, be invested in any securities in which public funds may be lawfully invested. All income derived from such investments shall be placed into the fund and become a part thereof. The monies so invested shall at all times be subject to withdrawal from such investments for use as, hereinafter set forth.
- d. No sums contained in the fund, including interest and dividends earned upon said sums, shall be transferred to any other account within the Town budget. No expenditures shall be made from the fund except in accordance with the provisions of this chapter.
- e. The continuation of the fund shall be perpetual, notwithstanding that from time to time the fund may be unfunded.

3. Expenditures from the fund

Expenditures shall be made from the fund only in accordance with the following procedures and requirements:

- a. Expenditures from the fund shall be made exclusively for acquisition costs, including but not limited to appraisal and closing costs, of real property or of easements, interests or other rights therein, the use of which shall be limited to the design and construction of pedestrian access facilities;
- b. Expenditures from the fund shall only be made for projects that are included in the sidewalk improvement listing that is a portion of the pedestrian access plan as approved by the Board of Selectman on; and
- c. All expenditures from the fund shall conform to the Town's general procedures with regard to the expenditure of municipal funds.

4. Off Site Improvement Fee Calculation

- a. The fee for offsite sidewalk improvements shall be determined by the Town Engineer. The Engineer shall base his estimation on the following typical construction activity as described below:
 1. Clearing and grubbing
 2. Excavation and or fill
 3. Gravel fill/base
 4. Topsoil/seed/fertilize disturbed areas
 5. Compaction, formwork, wire mesh, expansion/contraction joints, broom finish surface
 6. ADA compliant tactile warning strips at ramps
- b. This fee calculation will be evaluated and adjusted as needed and shall be recommended by the Town Engineer and determined by the Board of Selectmen
- c. Properties within a one (1) mile radius of the Town Green will be assessed at 100% of the Town Engineer's Assessment Schedule
- d. Properties within a two (2) mile radius of the Town Green will be assessed at 75% of the Town Engineer's Assessment Schedule
- e. All other properties will be assessed at 50% of the Town Engineers Assessment Schedule.
- f. If a property is partially within either the one or two mile radius, the boundary with the higher assessment schedule will prevail.
- g. For the purposes of determining an off-site assessment amount; if a property has more than one frontage, it is deemed to have only one (the frontage with the greatest length) for the purposes of determining the off-site assessment amount.

Rapid Access Systems Ordinance

1. Rapid Access System

- a. Purpose: The purpose of this section is to provide prompt entrance to commercial and industrial structures within the Town of Colchester to fire and emergency personnel by requiring the installation of a rapid entry system in new or renovated commercial and industrial structures.
- b. Definitions.
 - i. Rapid entry system. A rapid entry system consists of a heavy-duty key vault the specifications of which shall be approved by the Fire Chief.
 - ii. Renovation: Renovation shall mean updating or repair of an existing commercial or industrial building, or conversion of an existing structure to commercial or industrial purposes requiring the issuance of a building permit and the cost of which work shall exceed ten thousand dollars (\$10,000.00)
- c. No certificate of occupancy shall henceforth be issued for any new or renovated commercial or industrial structure unless there shall be installed thereon a rapid access system approved by the fire department as to specification and location thereof. Keys to such rapid access system shall be maintained exclusively by the fire department.
- d. Upon installation of such rapid access system, the building owner shall, at his, her or its expense -maintain all components thereof and .make repair or replacement thereof within seven (7) day of receipt of written notice to repair or replace from the fire department.
- e. Penalty. Any owner violating provisions of this section shall be fined twenty-five dollars (\$ 25.00) for each occurrence. Each day of violation shall be considered a separate offense.

**ORDINANCE ESTABLISHING
AN AGRICULTURE COMMISSION**

I. Establishment of Agriculture Commission - PROPOSAL

II. Appointment, Membership, Terms, Meetings and Officers

A. Appointment and Membership.

The Agriculture Commission shall consist of five (5) regular members and two (2) alternate members, all of whom shall be appointed by the Board of Selectmen. Insofar as practical, members appointed shall be representative of all groups interested in the management, protection and regulation of agriculture, as defined by Connecticut General Statutes Section 1-1(q), particularly those directly involved in agriculture. Members shall serve without compensation. Any vacancy in office, arising for any reason, shall be filled by the Board of Selectmen for the balance of the term of the vacant position.

B. Terms of Office.

The initial terms of office of all regular members and alternate members shall begin on the same date, to be chosen by the Board of Selectmen. Three regular members and one alternate member shall be appointed for initial terms of three years. Two regular members and two alternate members shall be appointed for initial terms of two years. Thereafter, all terms of regular members and alternate members shall be three years.

C. Meetings and Officers.

The initial organizational meeting of the Agriculture Commission shall be held within one month after the official date of appointment of its members, which date shall be chosen by the Board of Selectmen. Thereafter, the Agriculture Commission shall hold an annual organizational meeting in January of each year. The Commission shall elect a chairman, vice chairman and secretary at each organizational meeting. Such officers shall serve until the conclusion of the organizational meeting following the meeting at which they were elected. The failure of any regular member to attend four (4) consecutive meetings of the Commission shall constitute cause for the Board of Selectmen to remove the member and fill the position thus vacated.

III. Powers and Duties of Agriculture Commission

The Agriculture Commission shall have the following powers and duties:

A. Information and Education.

1. To serve as a conduit of agricultural information among local farmers and

Town boards, commissions, and officials, as well as non-profit agencies, civic organizations, and other governmental agencies and officials.

2. To serve as a source of information to the public about local agricultural enterprises; for example, by creating an informational website and maps of local farms.
3. To provide information to Town agencies and officials about agricultural laws and legal issues regarding farm machinery, buildings and operations.
4. To provide information and guidance to Town agencies and officials on agriculture-related issues, including but not limited to zoning, inland wetlands, and public works.

B. Agricultural Support.

1. To support young farmers and new farmers.
2. To support local, regional and state vocational agriculture education programs.

C. Conflict Resolution.

1. To review regulatory language and practices among Town agencies and, if appropriate, recommend changes to help assure a consistent definition and treatment of agriculture, farming and farms.
2. To act as a sounding board and offer guidance, as it deems appropriate, to Town agencies and officials concerning the impact of proposed Town ordinances, regulations and policies on farms.
3. To serve as a resource for information and non-binding advice for Town Agencies, officials, residents and taxpayers, concerning the resolution of agriculture-related conflicts.

D. Economic Opportunities.

1. To identify innovative opportunities for farming additional lands in Colchester.
2. To promote opportunities for residents and local businesses to support and value farming.
3. To serve as a conduit between non-profit agencies, funders, and local farmers.
4. To work to create a climate that supports the economic viability of farming as a career in Colchester.
5. To create a sustainable agriculture community in Colchester.

Gregg Schuster

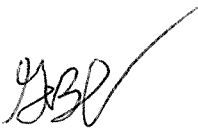


First Selectman

MEMORANDUM

To: Board of Selectmen

Cc:

From : Gregg Schuster, First Selectman 

Date: 3/15/11

Re: MOA with Local 1303-254 of Council 4 AFSCME, AFL-CIO

Due to the additional responsibilities taken on by Anita Pizzutiello resulting from the resignation of the Parks and Recreation Director, the union and I bargained over the temporary impact to that position. The resulting compensation as described in the MOA has been agreed upon through negotiations.

Recommended Motion – “Move to approve the MOA as recommended by the First Selectman and authorize him to sign any and all documents.”

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of Colchester ("Town") and Local 1303-254 of Council 4 AFSCME, AFL-CIO ("Union").

WHEREAS, Anita Pizzutiello is the Town's Parks and Recreation Supervisor, which position is included in a bargaining unit represented by the Union; and

WHEREAS, due to the sudden and unexpected vacancy of the position of Parks and Recreation Director, the Town has temporarily added additional responsibilities to the Parks and Recreation Supervisor's duties effective September 1, 2010 and continuing until further notice; and

Whereas, the Union and Ms. Pizzutiello have agreed that the Parks and Recreation Supervisor shall continue to perform these extra duties, as further specified below, in accordance with the terms provided below.

Now therefore the parties hereby agree as follows:

1. The additional duties that will be performed temporarily by the Parks and Recreation Supervisor shall include at least the following:

- Additional special events & programs: 57 Fest, Summer Concerts on the Green, Spring Clean Up, Hershey Track & Field Event, National Trails Day etc.
- Soliciting Sponsorships/Donations for Special Events. Writing grants when available.
- Scholarships: Notifying customers, tracking financial statements, follow up.
- Budgeting & Reporting: Monthly, seasonally & quarterly reports as needed.
- Working with other community organizations under P & R i.e. CCT, CCO, Dog Park etc.
- Recreation Specialist now reports directly to Recreation Supervisor
- Coordinating the Quarterly Colchester Connection brochure with departments & providers.
- Creating positive relationships with local businesses & civic organizations. Evening & weekend support as needed.
- Website, email & media updates both in the office & remotely.

- Coordinating sports council meetings, volunteers.

These duties shall be performed by the Parks and Recreation Supervisor in addition to all the regular duties contained in the Parks and Recreation Supervisor's job description.

2. During the period the Parks and Recreation Supervisor is performing these additional duties, as listed in paragraph 1 above, the Town and the Union agree that the Parks and Recreation Supervisor shall be paid an additional One Hundred Ten Dollars (\$110) per week, above and beyond her contractual pay rate.

3. Although it is the expectation of the parties that the Parks and Recreation Supervisor shall perform these additional tasks through June 30, 2011, in the event that the Town needs the Parks and Recreation Supervisor to perform these tasks beyond that date, then the parties will meet and negotiate over the terms under which the Parks and Recreation Supervisor shall continue to perform those additional duties beyond such date.

4. This Agreement shall not be considered precedent setting for any purpose.

The parties have reached this Agreement as of this ____ day of March, 2011.

Anita Pizzutiello
Parks and Recreation Supervisor

Gregg Schuster
First Selectman

Leann Hill
Union President

Greg Plunket
Interim Director of Parks and Recreation

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLCHESTER

and

MUNICIPAL EMPLOYEES UNION "INDEPENDENT" (MEUI)
LOCAL 506, SEIU, AFL-CIO, CLC

REPRESENTING
TOWN ADMINISTRATORS

July 1, 2007 - June 30, 2010

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PREAMBLE

This Agreement is made and entered into effective the 1st day of July, 2007, by and between the Town of Colchester (hereinafter referred to as the "Town") and the Municipal Employees Union "Independent" (hereinafter referred to as the "Union").

ARTICLE 1 Recognition

Section 1.

The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the following Administrative employees, whose job titles and/or job classifications were placed within the Administrative Unit by the Connecticut State Board of Labor under ME-19,290 or by agreement of the parties: Highway Supervisor, Fleet Maintenance Supervisor, Assessor, Social Services Director, Fire Marshal, Youth Services Director, Engineer, Water Department Supervisor, Zoning Enforcement Officer/Assistant Planner, and Finance Director.

The Town of Colchester herein recognizes the inclusion of positions of Wetlands Enforcement Officer and Director of Senior Services into the Local 506 (Town Administrative) Bargaining Unit through a Letter of Agreement signed on November 11, 2006. The Town of Colchester herein recognizes the inclusion of the Director of Library Services effective upon ratification of this Agreement.

Section 2.

Whenever the word "Town" is used in the agreement, it shall mean the Town of Colchester. Likewise, when the word "Union" is used it shall mean the Municipal Employees Union Independent. When the word "employee" is used it shall mean an employee in the bargaining unit.

ARTICLE 2 Non Discrimination and Affirmative Action

Section 1.

The parties agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical or mental disability which is unrelated to the ability of the employee to perform a particular job, sexual orientation, military service, or lawful political activity.

Section 2.

The Town shall not discriminate against an employee on the basis of membership or non-membership or lawful activity on behalf of the bargaining unit.

Section 3.

No employee shall be coerced or intimidated or suffer any reprisal, either directly or indirectly, as a result of the exercise of his/her rights under this agreement.

ARTICLE 3
Union Rights

Section 1.

The Town shall deal exclusively with the Union-designated steward or staff representative in the processing of grievances or any other aspect of the contract administration.

Section 2.

During the terms of this contract or extension thereof, all employees in the Collective Bargaining Unit shall, from the effective date of the contract or within thirty (30) days from the date of their employment by the Town, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.

Section 3.

The Town agrees to deduct from the pay of the bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof. The Town agrees to voluntary payroll deductions for the Union's Political Action Fund. The Union agrees to indemnify and save the Town harmless against any and all claims, damages, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Section.

Section 4.

The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s). Service fees shall be deducted automatically by the Town.

Section 5.

The deduction of Union fees and dues or service fees for any month shall be made on a bi-weekly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made. The Union agrees to indemnify and to hold and save the Town harmless against any and all claims, damages, and suits that shall or may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this Article.

Section 6.

No dues or fees will be deducted from an employee who is on leave of absence and has exhausted accumulated sick leave.

Section 7.

a) The Union-designated steward shall be granted leave from duty without loss of pay or benefits for all grievance meetings between the Town and the Union, arbitration hearings

and hearings before the State Board of Labor Relations when such meetings take place at a time during which the Union-designated steward is scheduled to be on duty.

- b) A Union-designated steward shall have reasonable access to the work site without loss of pay or benefits for the purpose of conferring with the Employer or employees, and for the purpose of administering this Agreement after first receiving permission from his/her immediate supervisor.
- c) Where the Union Staff Representative finds it necessary to enter the work site, he/she shall first advise the First Selectman or his/her designee. Such visits shall not unduly interfere with the operation of Town business.

Section 8.

The Town shall provide each member of the bargaining unit a copy of this contract within 10 days of its signing. Likewise the Town agrees to provide a copy of the contract and the name of the Union Steward or Staff Representative to all new bargaining unit members within one week of their date of initial hire.

Section 9.

The Town will provide the Union with two (2) signed contracts after the signing of the agreement.

ARTICLE 4
Prior Rights and Benefits

Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that an employee has enjoyed heretofore in the courses of his/her employment, unless it is specifically superseded by a provision of this Agreement. This Article shall only apply to any such right, benefit or privilege that meets all of the following conditions. The alleged right, benefit or privilege must have been:

- a. A consistent and ascertainable course of conduct;
- b. Engaged in for some reasonable length of time;
- c. Of which both parties to this Agreement have been aware;
- d. Which does not vary the express, written terms of the labor Agreement;
- e. Which is in respect to a given set of specific circumstances and conditions.

ARTICLE 5
Prohibition of Strikes

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations.

ARTICLE 6
Bargaining Unit Work

Section 1.

Subcontractors will not be used to reduce overtime or eliminate the standard work force or eliminate the hours that bargaining unit members work.

ARTICLE 7
Seniority

Section 1.

Seniority shall be defined as status for specific purposes based on an employee's full-time continuous service with the Town, including all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave.

The Town shall prepare a list of all employees covered by this Agreement showing their seniority by length of service and deliver the same to the Union office by July 1, of each year.

No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Town for a period of 90 calendar days. Upon completion of this period, the name of the new employee shall be added to the seniority list, his/her time commencing on the date of his/her employment.

Section 2.

Until expiration of the first ninety (90) calendar days of work (any lost time will extend the probationary period), an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement.

Section 3.

Seniority shall be lost only by the following events: Unauthorized absences for five (5) days without notifying the Town in writing unless failure to do so is beyond the employee's control; discharge for cause; resignation; layoff in excess of recall period; and failure to report for duty within five (5) days after notification of recall unless such time limit is waived. Seniority accumulation shall be suspended (but not lost) during layoff or during long-term leave of absence without pay (more than thirty (30) days) or leave due to job-related injury or illness which exceeds twelve (12) months.

Section 4.

Seniority shall not be lost by vacation, sick time, job related injuries (provided the employee returns to work), authorized leaves of absence, suspension, or any qualified military service as required by law, up to any limits provided for in this Agreement.

ARTICLE 8
Vacancies

Section 1.

Job vacancy is defined as an opening created by death, retirement, resignation, dismissal or transfer, or the creation of a new position in the bargaining unit. All jobs including upgradings shall be posted.

Section 2.

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 steward and shall concurrently post a notice of the vacancy where such notices are normally posted. 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.

Section 3.

Provided that no employee has recall rights to a vacant position, each vacancy may be filled by promotion based on ability, experience and seniority as reasonably determined by the Town. The Town may also fill the vacancy from outside the bargaining unit, as the Town deems appropriate, if the outside applicant possesses greater skill, experience or ability, as reasonably determined by the Town, than an existing member of the bargaining unit applying for the vacancy.

Section 4.

When an employee is temporarily retained in a vacancy or new position for a period of ninety (90) calendar days, he/she shall be considered qualified and allocated to said position if the position continues to exist; otherwise, he/she shall be returned to his/her former position.

Section 5.

During the period the employee is temporarily retained in a vacancy or new position which has a higher maximum rate of pay, he/she shall temporarily be paid at minimum 2% above his/her current wage rate but no more than the maximum of the range of the higher classification.

ARTICLE 9
Hours of Work

Section 1.

Normal Workweek/Workday. Subject to the operating needs of the Town, the Fire Marshal, Highway Supervisor, Fleet Maintenance Supervisor, Water Department Supervisor, Zoning Enforcement Officer/Assistant Planner, Town Engineer, Director of Senior Services, and Director of Library Services will generally work no less than forty (40) hours per week Monday through Friday; the Finance Director will generally work no less than thirty-seven and one-half (37.5) hours per week Monday through Friday; and the Assessor, Youth Services Director, Social Services Director, and Wetlands Enforcement Officer will generally work no less than thirty-five (35) hours per week Monday through Friday. Subject to the operating needs of the Town, the normal workday for each position shall generally be as follows:

<u>Position</u>	<u>Normal Workday</u>	<u>Lunch</u>
Fire Marshal	8:30 a.m. - 4:30 p.m.	"on fly"
Highway Supervisor	7:00 a.m. - 3:30 p.m.	½ hr. unpaid
Fleet Maintenance Supervisor	7:00 a.m. - 3:30 p.m.	½ hr. unpaid
Town Engineer	8:30 a.m. - 4:30 p.m.	"on fly"

Assessor	8:30 a.m. - 4:30 p.m.	1 hr. unpaid
Youth Services Director	8:30 a.m. - 4:30 p.m.	1 hr. unpaid
Social Services Director	8:30 a.m. - 4:30 p.m.	1 hr. unpaid
Water Department Supervisor	8:00 a.m. - 4:30 p.m.	½ hr. unpaid
ZEO/Assistant Planner	8:00 a.m. - 4:30 p.m.	½ hr. unpaid
Finance Director	8:30 a.m. - 4:30 p.m.	½ hr. unpaid
Wetlands Enforcement Officer	8:30 a.m. - 4:30 p.m.	1 hr. unpaid
Director of Senior Services	8:00 a.m. - 4:30 p.m.	½ hr. unpaid
Director of Library Services	8:00 a.m. - 4:30 p.m.	½ hr. unpaid

It is mutually understood and agreed that the normal workweek/workday for any employee will vary from time to time subject to the requirements of the job and the operating needs of the Town as directed by the First Selectman or his/her designee. The First Selectman or his/her designee will meet with employees at least two (2) weeks in advance to discuss any change in the employee's work schedule which may last for more than a two (2) week period. Members of the bargaining unit will be required to attend evening meetings or meetings at other times outside of the employee's normal work schedule. The Town agrees to notify the Union and to negotiate over the impact of any permanent schedule change.

Section 2.

Compensatory Time. Compensatory time off may be granted to bargaining unit members at the discretion of the First Selectman when he/she deems that an extraordinary amount of time is or was required to be worked. Compensatory time may be granted on an hour-for-hour basis. Compensatory time must be taken within ninety (90) days of being granted except in exceptional circumstances as approved by the First Selectman. Compensatory time shall not, under any circumstances, be granted for job-related seminars or conferences.

Financial compensation for compensatory time shall not be allowed under any circumstances at termination of employment. The decision to approve or disapprove compensatory time by the First Selectman shall not be subject to the provisions of the grievance procedure contained in this Agreement unless the Union argues that such decision was made in an arbitrary or capricious manner in relation to compensatory time granted to other employees in substantially comparable circumstances. For the sole purpose of approving and tracking compensatory time or the need for such time, bargaining unit employees will be required to document all hours worked.

ARTICLE 10
Layoff & Recall

Section 1.

In the event of a reduction in the work force and subsequent recall to work, the provisions of this article shall be controlling.

Section 2.

Prior to reducing the work force in a department the Town shall layoff all temporary, seasonal, federally funded or part-time employees or employees who have not completed their initial working test period in the department.

Section 3.

When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff or (2) to mitigate the impact on the employee(s).

Section 4.

When it becomes necessary for the Town to reduce the work force the Town shall give not less than four (4) weeks written notice to the affected employees.

Section 5.

The Town will layoff on the basis of seniority within job titles, with the least senior employee in a job title being laid off first.

Section 6.

Likewise, if there is a recall to work the Town shall recall laid off employees on the basis of seniority within a job title, with the most senior employee within a job title being recalled first.

Section 7.

Recall rights shall expire twelve (12) months after an employee is laid off. Additionally, if an employee declines a recall opportunity, or fails to respond to a recall opportunity within five (5) days of mailing (certified or registered mail, return receipt requested) of the notice of the recall opportunity by the Town, the employee shall forfeit all recall rights.

Section 8.

Recalled employees shall return to the same status they held on the date of layoff in terms of classification, pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits.

Section 9.

No seasonal or part-time employee in a department will be used to perform bargaining unit work while other employees in the department are on layoff.

ARTICLE 11
Job Descriptions

The Town shall have the right to create and revise job descriptions, subject to the Union's right to negotiate the impact, if any, of any change in a job description. Prior to creating or revising a job description, the Town will provide an opportunity for the Union to have input into the process. The Union has the right to request that the Town review and/or revise a job description.

ARTICLE 12
Performance Rating

Section 1.

Each employee will be evaluated in the first week in May of each year by his/her supervisor. An overall unsatisfactory performance rating will reduce the employee's next annual salary increase by the full amount of the negotiated increase. The salary increase will be reinstated upon the employee's next overall satisfactory rating (non-retroactively). Only an overall unsatisfactory performance rating shall be grievable. Nothing shall preclude the Town from taking appropriate disciplinary action under the just cause provision under Article 25, Section 1 of this Agreement in addition to any reduction to the employee's next salary increase.

Section 2.

The following ratings shall constitute an overall "unsatisfactory" performance rating for purposes of Section 1 above (see Appendix A - Administrator Evaluation Sheet):

- a) Two (2) or more performance criteria rated "unsatisfactory;" or
- b) Five (5) or more performance criteria rated "needs improvement;" or
- c) Any combination of five (5) or more performance criteria rated either "unsatisfactory" or "needs improvement."

Prior to issuing an overall unsatisfactory service rating, supervisors shall counsel the employee on any deficiency. When the employee is rated "unsatisfactory" in any performance criteria, the rating supervisor shall state the reasons why. The evaluator shall not act arbitrarily or capriciously and shall rate an employee only on relevant and supportive documentation in rating an employee's performance.

Section 3.

The employee shall be given a copy of any performance rating report which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employees.

Section 4.

Prior to revising the performance rating form, the Town will provide an opportunity for the Union to have input into the process.

ARTICLE 13
Personnel Records

Section 1.

An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section 2.

No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the

employee refuses to sign, a Union steward or Staff Representative shall sign the material (indicating receipt) and be provided a copy. A copy shall be given at the time of signing. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file but such grievances will not be arbitrable under Article 20, Section 4, Step IV of this Agreement unless the employee suffers loss or if the material is considered disciplinary under Article 25, Section 1 of this Agreement.

ARTICLE 14
Sick Leave

Section 1.

All bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of the probationary period. Sick leave accrues at the rate of one (1) working day per completed calendar month of continuous full-time service, including authorized leave with pay, not to exceed twelve days sick leave per year, provided that:

- a. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee at the end of the calendar month.
- b. An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records;
- c. No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than fourteen (14) working days;
- d. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving workers' compensation benefits.

Section 2.

Sick leave pay shall be granted to eligible employees and shall be at the employees base rate of pay:

- a. When incapacitated from performing work due to illness or injury;
- b. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours.
- c. In the event of an emergency due to a serious illness or injury to a member of the immediate family (as defined in Article 15, Section 1), provided that not more than five (5) days of sick leave per calendar year shall be granted with the approval of the supervisor for such purpose.
- d. For going to, attending, and returning from funerals of persons other than members of the employee's family, if notice is given in advance and provided that not more than three (3) days of sick leave per calendar year shall be granted for such purpose. Additional time may be granted to attend other funerals with the approval of the supervisor.

- e. Payment for any lost time from work due to an on-the-job injury for which the employee is not eligible for compensation under the Workers' Compensation Act.
- f. An employee may use accumulated sick leave to make up the difference between workers' compensation payments and the employee's regular pay.

Section 3.

If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the supervisor. If an employee attends a funeral during his/her vacation, such attendance will be charged to funeral leave or sick leave in accordance with the applicable contract provision. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section 4.

An employee who has been laid off from Town service in good standing and who is re-employed within one (1) year from the effective date of his/her layoff shall retain sick leave accrued to his/her credit as of the effective date of his/her layoff.

Section 5.

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

Section 6.

Employees will have the right to accumulate up to 60 days of sick leave. For the sole purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 21, Section 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.

Section 7.

Employees who have not been absent in a calendar year due to sick leave shall receive an additional personal leave day in the following year.

ARTICLE 15
Funeral Leave

Section 1.

In the event of a death in the immediate family of a full time employee, leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular rate for any of the three (3) consecutive working days which fall within his/her regularly scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employees' spouse or partner in a civil union, child, parent, grandparent, sibling, mother or father-in-law, grandchild, or any other relative who is living in the employee's household.

Section 2.

In the event of the death of a brother or sister-in-law, aunt, uncle, niece or nephew of the employee or of his/her spouse or partner in a civil union, one (1) paid day leave shall be allowed

as long as the employee attends the funeral and the day of the funeral is a regularly scheduled work day.

Section 3.

The First Selectman may, in his/her discretion, grant additional time off for funeral leave which will be deducted from an employee's vacation time, or personal days.

ARTICLE 16

Vacations

Section 1.

All full-time employees shall receive their vacation time on January 1st of each year based on prior year's accrual. Employees will accrue vacation days based on completed years of service as follows:

<u>Length of Service</u>	<u>Annual Vacation</u>	<u>Accrual Rate</u>
1 year completed	1 week (5 days)	$\frac{5}{12}$ day per month
2-7 years completed	2 weeks (10 days)	$\frac{5}{6}$ day per month
8-14 years completed	3 weeks (15 days)	1 $\frac{1}{4}$ day/month
15 -19 years completed	4 weeks (20 days)	1 $\frac{2}{3}$ day/month
20+ years	5 weeks (25 days)	2 $\frac{1}{12}$ day/month

Section 2.

Employees will be allowed to carry over accrued but unused vacation days to a maximum accumulation of 30 days.

Section 3.

- a. Requests for vacation in weekly increments shall be submitted for approval to the First Selectman or his/her designee in writing at least ten (10) business days in advance.
- b. Normally, individual vacation days will be requested three or more days in advance, but an employee may request such time with 24 hours notice. In case of emergency or unusual circumstances less than 24 hours notice may be given for vacation request.
- c. Any employee may take vacation days in conjunction with personal leave days, holidays or sick leave.

Section 4.

Upon termination or retirement each employee will be paid for accrued vacation at his/her current base rate of pay.

ARTICLE 17

Personal Leave, Military Leave and Jury Duty

Section 1.

In addition to annual vacation, each employee shall receive four (4) personal leave of absence days on January 1st of each calendar year with pay provided twenty-four (24) hours notice is

given to the employee's immediate supervisor concerning non-emergency requests. Personal leave is to be used for transacting personal affairs which cannot be conducted during non-work hours. Use of personal leave of absence days for emergency purposes will be permitted with less than twenty-four (24) hour notice. Personal leave shall not be deducted from vacation or sick time credits. Personal leave days not taken in a calendar year shall not be accumulated.

Section 2.

Military leave and the rights and benefits associated therewith shall be provided in accordance with State and Federal law (USERRA), as it may be amended from time to time. During such leave, the employer will pay the difference between the employee's military pay and his/her regular rate of pay for a normal work week for up to a maximum of twelve (12) months of leave.

Section 3.

An employee called to serve as a juror will receive his/her pay less pay received as a juror for each work day while on Jury Duty. An employee on jury duty shall report to work unless directed to report to Court to serve on jury duty. If an employee receives a subpoena or other order of the Court requiring an appearance during regular working hours for Town related actions, time off with pay and without loss of earned leave time shall be granted for town-related actions. In all other cases, employees may use vacation or personal time.

ARTICLE 18
Leave Balances

The Town shall notify each employee of his/her leave balances. Such an accounting shall be given no later than March 1st of each year.

ARTICLE 19
Holidays

Section 1. Holidays will be observed as follows:

New Year's Day

Sun: Fri. one-half day to Tues. 7 a.m.
Mon: Fri. one-half day to Tues. 7 a.m.
Tues: Mon. one-half day to Wed. 7 a.m.
Wed: Tues. one-half day to Thurs. 7 a.m.
Thurs: Wed. one-half day to Fri. 7 a.m.
Fri: Thurs. one-half day to Mon. 7 a.m.
Sat: Thurs. one-half day to Mon. 7 a.m.

Martin Luther King Day (One day only)

Sat: Closed Fri.
Sun: Closed Mon.

Lincoln's Birthday

Floater

Presidents' Day (One day only)

Third Monday in February

Good Friday (One day only)

Memorial Day (One day only)

Last Monday in May

Independence Day (One day only)

Saturday - Closed Friday

Sunday - Closed Monday

Labor Day (One day only)

First Monday in September

Columbus Day (One day only)

Second Monday in October

Veteran's Day (One day only)

Saturday - Closed Friday

Sunday - Closed Monday

Thanksgiving Day & Day After

Thursday and Friday

Christmas Day

Sun: Friday one-half day to Tues. 7 a.m.

Mon: Friday one-half day to Tues. 7 a.m.

Tues: Mon. one-half day to Wed. 7 a.m.

Wed: Tues. one-half day to Thurs. 7 a.m.

Thurs: Wed. one-half day to Fri. 7 a.m.

Fri: Thurs. one-half day to Mon. 7 a.m.

Sat: Thurs. one-half day to Mon. 7 a.m.

Section 2.

Lincoln's Birthday will be treated as a floating holiday at the employee's option with prior approval by the First Selectman.

ARTICLE 20
Grievance Procedure

Section 1.

Definition: Grievance. A grievance is defined as and limited to a written complaint involving an alleged violation of or a dispute involving the application or interpretation of a specific provision of the Agreement or of a provision incorporated by reference.

Section 2.

Format. Grievances shall be filed on mutually agreed forms which specify (a) facts, (b) the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought.

A grievance may be amended up to and including Step II of the grievance procedure so long as the factual basis of the complaint is not materially altered.

Whenever "days" are used in this article, it shall mean "working days."

Section 3. Time limits.

If a grievance in writing is not filed within fourteen (14) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

The time limits specified within this article, except for the initial filing, may be extended by mutual agreement of the Union and the Town or its designee, in writing, provided that, if a grievance is not submitted to a higher step in the below procedure, it shall be deemed settled on the basis of the answer in the last step considered. Failure by an administrator or the Town to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section 4.

- Step I Immediate Supervisor. If an employee feels that he/she may have a grievance, the employee and/or Union steward or representative will first discuss the matter with the employee's supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted in writing to the Supervisor within seven (7) days after the above meeting. The Supervisor shall reply within five (5) working days to the Steward with a copy to the Union. Those employees reporting directly to the First Selectman will submit grievances in writing directly to the First Selectman at Step II of the grievance procedure but may first discuss the matter with the First Selectman at Step I.
- Step II First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days to the First Selectman. The First Selectman shall meet with the grievant to discuss and answer the grievance within ten (10) working days. In case of dismissal, suspension, demotion and class

action or union grievance, the grievance shall be submitted directly to Step II.

Step III Mediation. If the grievance is not resolved and the parties mutually agree, the grievance may be submitted to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of Step II answer. A copy shall be sent to all parties.

Step IV Arbitration. If a grievance is still not settled, it may be submitted, at the request of the Union, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought.

If the grievance was submitted to mediation, grievances shall be submitted to arbitration in writing and must be filed with the Connecticut Board of Mediation and Arbitration no later than ten (10) days after the initial mediation session held under Step III above or as of such later date as otherwise mutually agreed in writing.

If the grievance was not submitted to mediation, grievances shall be submitted to arbitration in writing and must be filed with the Connecticut Board of Mediation Arbitration no later than ten (10) days after receipt of the Step II answer.

The arbitrator's award shall be binding. He shall be bound by and must comply with all the terms of this agreement and shall have no power to add to, subtract from or in any way modify the provisions of this agreement. The cost of arbitration shall be borne equally by both parties.

Nothing in this section shall preclude an arbitrator from ruling on both the arbitrability and the merits of a case or for the Town and the Union from combining grievances.

ARTICLE 21 Insurance Benefits

Section 1.

All bargaining unit employees may elect single, two-person, or family coverage under the Town's Preferred Provider (PPO) Plan, Full Service Dental Plan, and Public Sector Three Tier Prescription Plan.

Effective as soon as practicable following the ratification of this Agreement, the following plan design changes shall be implemented with respect to the Preferred Provider (PPO) Plan:

Co-payments under the Preferred Provider (PPO) plan shall be as follows:

Routine office visits and specialist visits (including preventative, specialist and allergy visits)	\$20.00
Urgent care services	\$25.00
Emergency room services	\$50.00
Outpatient surgery	\$100.00
Hospital	\$200.00

Effective as soon as practicable following the ratification of this Agreement, out-of-network deductibles shall be \$400 for individuals, \$800 for subscriber plus one dependent, and \$1200 per family and out-of-network coinsurance (80/20) shall have a maximum of \$1,500 for individuals, \$3,000 for subscriber plus one dependent and \$4,500 per family.

Effective as soon as practicable following the ratification of this Agreement, pursuant to the Public Sector Three Tier Prescription Plan, employees shall pay a \$5.00 copayment for the filling of each generic drug prescription, a \$25.00 copayment for each preferred brand prescription and a \$40.00 copayment for the filling of each non-preferred brand prescription. Employees shall pay two times (2x) the applicable co-payment for a 100 day supply of a prescription filled by mail order.

During the term of this collective bargaining agreement, the Town shall have the right to offer an alternative plan in the form of a high deductible health plan with a health savings account to employees on a voluntary basis. Prior to implementing the alternative plan, the Town shall meet and discuss the terms of the proposed alternative plan with the Union.

Employees shall be given the opportunity to change their election on an annual basis.

Section 2.

The Town will pay the full cost of the employee's group life insurance. Said insurance shall be in the amount of \$100,000. In addition, an employee may elect to double his/her life insurance coverage at his/her own expense. An employee who doubles his/her life insurance coverage shall pay the Town's term group rate for the additional life insurance by payroll deduction.

Section 3.

- a) For non-Medicare eligible employees who retire on or after July 1, 1998, 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 Medicare 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 readmission.

- b) At such time as a retiree who retires on or after July 1, 1998 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.

Section 4.

All references in this agreement to types of benefits are solely for the purpose of description and identification, and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

Section 5.

Effective July 1, 2007, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Section 6.

Effective July 1, 2008, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fifteen percent (15%) of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Section 7.

Effective July 1, 2009, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, sixteen percent (16%) of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Section 8.

All employees shall be enrolled in the Anthem Blue Cross Blue Shield Vision Plan B with a \$10.00 copay for eye exams and a \$10.00 copay for materials.

Section 9.

Upon notification and explanation to the bargaining unit members of the effective changes, the Town may change or alter insurance plans and/or insurance carriers or to decide to self-insure such benefits, provided, however, that any substitute plan will offer substantially equivalent benefits and privileges provided by the plans in effect on the whole and as specified in this Agreement and provided further that it is not the Town's intent to substitute a plan or plans which restrict the employee's right to choose his or her provider of medical services.

Section 10.

As set forth more fully in the long term disability plan design which will be made available to all employees, an 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 worker's 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.

Section 11.

The Town will provide insurance coverage for the Fleet Maintenance Supervisor's personal tools up to \$15,000 with no deductible. The Fleet Maintenance Supervisor will provide the First Selectman with an inventory of personal tools in use for approval. Under no condition will insurance coverage be provided for tools not included in the inventory.

ARTICLE 22

401(a)/Section 457 Deferred Compensation Plan

Section 1. 401(a) Plan.

Full-time employees will be eligible to participate in a Section 401(a) Plan after completing one year of employment with the Town. Plan details will be provided to each eligible employee. Effective July 1, 2007, the Town and employee will each contribute seven (7%) percent of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Effective July 1, 2008, the Town and employee will each contribute seven and one-half (7.5%) percent of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Effective July 1, 2009, the Town and employee will each contribute seven and three-quarters (7.75%) percent of base pay only (not including overtime, longevity, 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.

Section 2. Section 457 Deferred Compensation Plan

Full-time employees shall have the option of contributing to the Town's Section 457 Plan after ninety (90) days of employment in addition to the 401(a) plan described in Section 1 to the maximum contributions allowed by law per year. Plan details will be provided to each eligible employee. Employee contributions that are made to the 457 Plan are in addition to employee contributions made to the 401(a) plan. The Town will not make matching contributions to the 457 Plan.

ARTICLE 23
Safety and Health

Section 1.

Any employee involved in any accident shall immediately report said accident and any physical injuries sustained to his/her supervisor and the Union Steward. The Employer shall notify the Union of all industrial accidents requiring medical attention, "close calls," and unsafe conditions which occur as soon as practical upon their occurrence.

Section 2.

The Employer agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for bargaining unit employees and to make available to said employees protective equipment required by existing state or federal law. Employees are to use the protective equipment provided and to conduct themselves in a safe and responsible manner.

ARTICLE 24
Wages

Section 1.

Employees shall receive their paychecks prior to quitting time every other Friday. Employees leaving on vacation will be given his/her current paycheck on Thursday afternoon, and a vacation paycheck if requested one week in advance of the payroll closing date.

Section 2.

Salary ranges for each job title are attached as Appendix B.

Section 3.

Salaries shall be increased by three and one-half percent (3.5%) retroactive to July 1, 2007. Salaries shall be increased by three and one-quarter percent (3.25%) retroactive to July 1, 2008 and by two and three-quarter percent (2.75%) on July 1, 2009.

Section 4.

Longevity. After the completion of the fifth year of service, longevity compensation shall be paid on July 1st of each fiscal year as follows:

6th to 9th year	\$450
10th to 14th year	\$500
15th to 19th year	\$600
20 and over	\$750

Longevity payments shall be made in a separate check.

ARTICLE 25
Disciplinary Action

Section 1.

"Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension or discharge or exercising a right not to reappoint an appointed official. All disciplinary action shall be for just cause.

Section 2.

All disciplinary actions shall be consistent with the infraction for which discipline is being applied.

Section 3.

Progressive disciplinary procedures will be followed unless the subject infraction is of such a nature to warrant more severe disciplinary action. Such discipline may include verbal warning, written warning, suspension or dismissal.

Section 4.

An employee must be notified prior to being suspended or dismissed. Such notice shall cite the reason for the discipline, effective date of the discipline and the notice of right of appeal.

Section 5.

An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action shall be informed of his/her right to have a Union Steward present prior to the start of the meeting. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.

Section 6.

Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

Section 7.

All disciplinary actions may be appealed through the established grievance procedure.

Section 8.

Authorization and Level of Discipline. In recognition of the various levels of command and degrees of improper conduct which may warrant discipline, the following supervisory personnel may impose the below described levels of discipline:

- a) A non-bargaining unit Department Head:
 - (1) Oral Reprimand
 - (2) Written Reprimand

- b) Public Works Director:
 - (1) Oral Reprimand
 - (2) Written Reprimand

- c) First Selectman:
 - (1) Oral Reprimand
 - (2) Written Reprimand
 - (3) Suspension without pay
 - (4) Suspension with pay

(5) Dismissal

Section 9.

Investigation of Citizen Complaints. Citizens who complain about the performance or conduct of an employee shall be encouraged to a) identify themselves, and b) reduce their complaint to a written statement promptly, normally within ten (10) days. An oral complaint which is not promptly reduced to writing either through a written complaint or the filing of an investigative report corroborating the oral complaint shall not be investigated unless it involves a charge which the Town is otherwise required by law to investigate or where the alleged poor performance or alleged misconduct would represent a violation of Town rules and regulations. In such case where the complaint is not reduced to writing and signed, no employee will be disciplined solely based on an oral complaint without corroborating proof.

A copy of the complaint or initial investigative report will be furnished to the employee at the outset of the investigation, together with the time, if known, of filing the oral complaint, if any. The identity of a citizen complainant is a critical element of the Employer's burden to establish just cause for discipline, such identity will be disclosed during the course of informal proceedings prior to notice of discipline.

ARTICLE 26
Savings Clause

Section 1.

If any section, sentence, clause or phrase of this agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intention of the parties in adopting this agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions, and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

ARTICLE 27
Union Convention/Training Sessions

Section 1.

The Town shall, upon reasonable advance notice, permit two (2) employees to attend one convention each year without loss of pay or benefits, to be taken as a personal day.

Section 2.

The Town shall, upon reasonable advance notice, permit one (1) employee whom the Union designates, to attend a one day training session per contract year. The time shall be taken without loss of pay or benefits.

ARTICLE 28

Duration

Section 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, 2010. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits. This Agreement shall remain in full force and be effective during the period of negotiations.

Section 2.

Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence on or about January, 2010, with an expected completion date of June 30, 2010.

ARTICLE 29

Pregnancy Leave

Section 1.

Pregnancy leave shall be granted in accordance with the law.

Section 2.

An employee will continue to accrue sick leave in accordance with Article 14 while she is on a pregnancy leave.

Section 3.

A pregnant employee will inform the First Selectman before she leaves work if she intends to return to her job.

Section 4.

Paternity Leave. Five days will be granted which shall be deducted from an employees sick leave balance to a parent at the time of birth, adoption or taking custody of a child. Additional time may be granted to an employee who requests such time or as required by law.

ARTICLE 30

Employee Mileage Expense Reimbursement

Section 1.

Employees who wish to use their vehicles for Town business and who are authorized in advance to do so shall be entitled to reimbursement at the IRS rate and the payment shall be made within a month after submission of an itemization of mileage accrued. No employee shall be required to use his/her personal vehicle for company business.

Section 2.

The Highway Supervisor and the Fire Marshal shall be allowed to use Town-provided vehicles for travel to and from work including use of the vehicles to respond to Town emergencies but no off-duty personal use of the Town-provided vehicles will be allowed unless approved by the First Selectman. The Town shall have the right to reassess and revoke such use during the term of this

Agreement should the number of miles to and from the Town increase due to a change in either employee's place of domicile.

ARTICLE 31
Uniforms

Section 1.

The Fleet Maintenance Supervisor and the Highway Supervisor shall be provided with eleven (11) rental uniforms, plus two (2) jackets, to be furnished and repaired at the Town's expense. The Fire Marshal shall be provided with one (1) dress uniform to be furnished and repaired at the Town's expense.

Section 2.

The Fleet Maintenance Supervisor and the Highway Supervisor who are required by OSHA to wear safety shoes shall receive a \$130.00 dollar safety shoe allotment on July 1st of each contract year. Upon documented proof of purchase, the employee will be reimbursed from the allotted amount within the two (2) to four (4) week period following submittal of said documentation.

Section 3.

Personal clothing, watches up to \$100.00, dentures, eyeglasses, or contact lenses, damaged, lost, or destroyed during a work-related activity will be repaired or replaced by the Town, provided such loss, destruction or damage is reported within forty-eight (48) hours of its occurrence and is not in any way due to the employee's own negligence. The forty-eight (48) hour time limit shall be extended due to circumstances beyond an employee's control. All claims of lost personal property shall be subject to approval by the First Selectman or his/her designee. The Town reserves the right to reimburse the employee in lieu of repairing or replacing such items upon proper showing of receipt of purchase.

ARTICLE 32
Volunteer Fire and Ambulance Duty

Section 1.

Any bargaining unit employee who is a member of the Volunteer Fire Department or Volunteer Ambulance Association shall be released from work without loss of pay or benefits to respond to emergencies. The officer on the scene will determine which volunteers are needed.

ARTICLE 33
Probationary Period

Section 1.

A new employee will accrue sick leave and vacation time upon hire, and shall be eligible to use such time after completion of ninety (90) calendar days of work.

Section 2.

Employees hired during the year shall receive pro-rata personal leave days as follows and shall be allowed to use same at the completion of the probationary period:

Hired on or after January 1 through March 31--3 personal leave days
Hired on or after April 1 through June 30--2 personal leave days
Hired on or after July 1 through September 30 -- 1 personal leave day
Hired on or after October 1 through December 31 -- 0 personal leave days

Section 3.

New employees shall qualify for holiday pay upon hire.

Section 4.

Insurance coverage for new employees will commence on the first day of the month following the completion of the probationary period. An application of insurance will be completed on date of hire.

ARTICLE 34
Management Rights

Section 1.

Except as otherwise limited by an express provision of this Agreement the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the method and means necessary to fill that mission, including the contracting out of work without eliminating bargaining unit positions; the discontinuing of services, positions, or programs in whole or in part as long as other non-bargaining unit employees do not perform the bargaining unit work in question; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees for just cause; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.

Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

ARTICLE 35
Professional Development

Section 1.

The Town shall continue to provide necessary training or continuing education to maintain certifications or other forms of job related professional development. All such training, continuing education, or job related professional development must be pre-approved by the First Selectman.

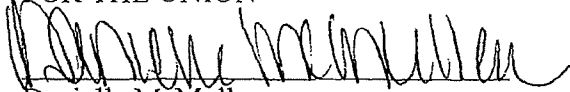
Section 2.

The Town shall pay the registration cost of job-related education or professional development courses or programs which are necessary for bargaining unit employees to obtain and/or

maintain required certifications or licenses in their positions as Town employees provided that such employees obtain the approval of the First Selectman prior to registering for the course or program. It is understood that the number of requests so approved may be limited by the availability of the remaining funds budgeted annually for this purpose.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS _____ DAY OF _____, 2009.

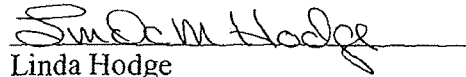
FOR THE UNION



Danielle McMullen
MEUI Representative

03/02/09
Date

FOR THE TOWN OF COLCHESTER



Linda Hodge
First Selectman

03-02-09
Date



John Chaponis
Union Steward

3/2/2009
Date

TOWN OF COLCHESTER, CONNECTICUT

ADMINISTRATOR EVALUATION SHEET

Evaluation Date: _____ Evaluation Period From: _____ to _____
Employee Name: _____
Job Title: _____ Date of Hire: _____
Department: _____
Evaluator: _____

An evaluation will be completed annually using this form. The employee will complete Section A. The Supervisor will complete Section B. After both parties have completed this form a meeting will be scheduled to discuss the evaluation. The employee and the supervisor must sign this evaluation.

Section A. Employee's Comments

1. Accomplishments: (Indicate progress toward and/or completion of job related goals):

2. Job Goals: (List your specific job related goals, both short and long term):

3. Career Goals: (List your career goals and any specific assignments for which you have a preference during the next 3 to 5 years. These form the basis for career discussion with your supervisor):

Section B. Supervisor's Evaluation

Read each of the performance criteria and definitions carefully. Understand the general scope, principle and detail of each category before an attempt is made to make your evaluation. Circle the appropriate rating and make the necessary comments that most accurately reflect and support your evaluation. Any rating in the lowest or the highest item of any category must be justified in the appropriate comment section. Use an attachment if more space is needed.

Your evaluation must be objective in that it eliminates personal prejudices, bias, or favoritism. Disregard all general impressions when evaluating specific factors.

All evaluations must be based on demonstrated performance and observed characteristics - not on anticipated or assumed performance. Use factual records, including performance standards, whenever possible. Evaluate the employee on performance throughout the entire evaluation period. Do not evaluate on single accomplishments or failures or most recent performance.

Do not confuse performance with seniority. An employee with a short service record may be doing a more effective job than an employee with longer service.

Rating Terms:	Unsatisfactory (US)	Exceeds Expectations (EE)
	Needs Improvement (NI)	Outstanding (OS)
	Satisfactory (SA)	

1. Goal Setting

Rating

- US Fails to set goals.
- NI Sets goals when directed.
- SAT Sets readily attainable goals.
- EE Sets aggressive but attainable goals.
- OS Sets highly challenging but realistic goals.

Comments: _____

2. Job Knowledge

Rating

- US Knows only the essentials of routine matters.
- NI Knowledge adequate for present job, but not informed on related work.
- SAT Satisfactory knowledge of present job, with sufficient knowledge of related jobs to effect good coordination.
- EE Well informed on details of own job and essential factors of related jobs.
- OS Outstanding knowledge on all phases of own and related work.

Comments: _____

3. Accepting Responsibility

Rating

- US Unwilling to be held accountable. Entirely dependent. Noncommittal.
- NI Often avoids responsibilities. Reluctant to be committed or to be held accountable.
- SAT Accepts responsibility to a satisfactory degree. Willing to accept risk of authority and to be held accountable.
- EE Willing to make commitments and to assume full responsibility for all activities under direct control.
- OS Makes commitments and assumes full responsibility including activities not under direct control.

Comments: _____

4. Ability to Plan and Organize

Rating

- US Work frequently shows lack of proper planning.
- NI Seems to understand value of planning but needs assistance with routine work.
- SAT Plans routine work satisfactorily but is sometimes not effective with unusual situations.
- EE Plans difficult work in an excellent manner and meets emergency situations promptly.
- OS Highly competent in organizing and directing complicated procedures and operations.

Comments: _____

5. Judgment and Decisiveness

Rating

- US Exercises poor judgment. Makes rash decisions or unwilling to make decisions.
- NI Noncommittal or inclined to snap judgment . Decisions of marginal value.
- SAT Exercises good judgment. Decisions reasonably prompt and accurate.
- EE Exercises excellent judgment. Decisions generally prompt and accurate.
- OS Decisions prompt and accurate.

Comments: _____

6. Control of Operations

Rating

- US Does not know status of expense, schedule or assignments.
- NI Does not adequately control expense, schedule or assignments.
- SAT Maintains satisfactory control of expense, schedule or assignments.
- EE Maintains consistent expense controls and performs trade off on expense and schedule or assignments in all areas with advance notice of unfavorable performance in either.
- OS Excellent control of all factors of his/her operations (expense, schedule, and personnel assignments)

Comments: _____

7. Quality Assurance

Rating

- US Does not assume any responsibility for quality of work performed.
- NI Shows little or no interest in improving quality of work performed.
- SAT Does a satisfactory job of accepting responsibility for quality of work performed.
- EE Willing to make commitments and assume full responsibility towards improving quality performance.
- OS Aggressively pursues quality leadership in products and services. Decisions and actions are based on improving quality culture and making the Town a recognized quality leader.

Comments: _____

8. Ability to Improve Methods

Rating

- US Complacent. Does things as they have always been done.
- NI Makes some effort to change, if directed.
- SAT Improves methods when need is apparent.
- EE Resourceful. Constantly improving ways to do things.
- OS Highly innovative. Outstanding in improving methods regardless of obstacles.

Comments: _____

9. Ability to Cooperate with Others

Rating

- US Obstructionist. Thinks only of his/her own unit.
- NI Difficult to secure his/her cooperation.
- SAT Will cooperate when the need is great.
- EE Cooperative. Willing to help out other activities.
- OS Exceptionally cooperative.

Comments: _____

Overall Rating: Circle One*.

- | | | | | |
|----------------|-------------------|--------------|---------------------|-------------|
| Unsatisfactory | Needs Improvement | Satisfactory | Exceeds Expectation | Outstanding |
|----------------|-------------------|--------------|---------------------|-------------|

*Include justification for overall rating in the General Comments (Use reverse side if necessary)

General Comments: _____

Required Signatures:

Evaluator's Signature: _____ Date: _____

I understand that my signature on this evaluation does not mean that I agree with this evaluation, but that I have received a copy.

Evaluatee's Signature: _____ Date: _____

Evaluatee's Comments: _____

(Use reverse side if necessary)

Appendix B
Salary Ranges

<u>Title</u>	<u>Salary Range</u>
Assessor	\$50,000 - \$80,000
Finance Director	\$45,000 - \$75,000
Fire Marshal	\$35,000 - \$55,000
Fleet Maintenance Supervisor	\$40,000 - \$75,000
Highway Supervisor	\$40,000 - \$75,000
Social Services Director	\$35,000 - \$50,000
Town Engineer	\$50,000 - \$85,000
Water Department Supervisor	\$40,000 - \$75,000
Youth Services Director	\$35,000 - \$60,000
ZEO/Assistant Planner	\$35,000 - \$60,000
Wetlands Enforcement Officer	\$35,000 - \$50,000
Director of Senior Services	\$35,000 - \$60,000
Director of Library Services	\$50,000 - \$80,000

SIDE LETTER OF AGREEMENT

between

TOWN OF COLCHESTER

and

MUNICIPAL EMPLOYEES UNION "INDEPENDENT" (MEUI)

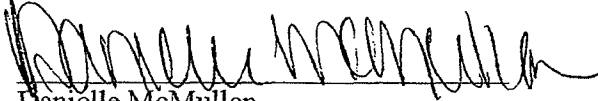
LOCAL 506, SEIU, AFL-CIO, CLC

(TOWN ADMINISTRATORS)

The parties agree that the Town will provide bargaining unit employees with a periodontal rider chosen by the Town and subject to the monthly premium cost sharing for dental benefit coverage pursuant to Article 21, Section 5 of the current collective bargaining agreement. This periodontal rider will be in addition to the dental coverage already provided to all town employees.

Agreed to and Approved by the undersigned.

FOR THE UNION

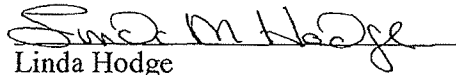


Danielle McMullen
MEUI Representative

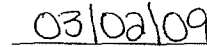


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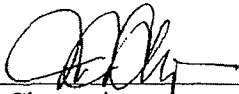
FOR THE TOWN



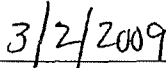
Linda Hodge
First Selectman



Date



John Chaponis
Union Steward



Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2004-June 30, 2007 collective bargaining agreement. The Town and the Union hereby agree as follows:

The incumbent in the Youth Services Director position shall, on a one-time basis, progress on the existing Salary Range for that position in accordance with the following schedule:

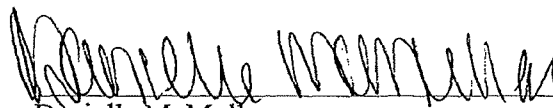
Effective and retroactive to July 1, 2007, she shall receive a market salary adjustment of three thousand dollars (\$3,000) and then be subject to the three and one-half percent (3.5%) general wage increase effective and retroactive to July 1, 2007 as provided in Article 24, Section 3 of the 2007-2010 collective bargaining agreement between the parties.

Thereafter, she will only receive general wage increases as required by Article 24, Section 3 of the 2007-2010 collective bargaining agreement between the parties.

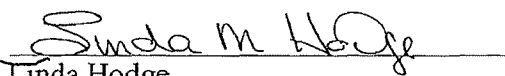
The Town and the Union agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstances be used as evidence in any negotiations, arbitration or other proceedings between them.

MUNICIPAL EMPLOYEES UNION
"INDEPENDENT," LOCAL 506, SEIU

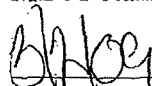
TOWN OF COLCHESTER


Danielle McMullen


MEUI Staff Representative


Linda Hodge

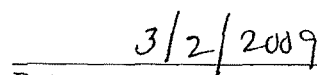
First Selectman


Date


Date


John Chaponis

Union Steward


Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the July 1, 2004 successor contract negotiations. The Town and the Union hereby agree as follows:

Effective and retroactive to July 1, 2004 the Highway Supervisor and Fleet Maintenance Supervisor shall be compensated for overtime pay for all weather related work activity. The following shall become effective only after having accumulated 80 hours of compensatory time, per contract year, for responding to said activities.

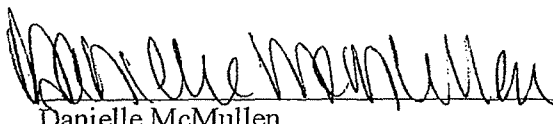
The rates used for compensatory and overtime shall be in accordance with overtime rates used for the other Town bargaining units and shall be as follows:

- a. Overtime at time and one-half the equivalent of the employee's hourly rate of pay.
- b. Overtime for Sundays and holidays at two times the equivalent of the employee's hourly rate of pay.
- c. In excess of 12 hours worked, the employee shall receive a 2 hour rest period or the equivalent in the rate of pay.

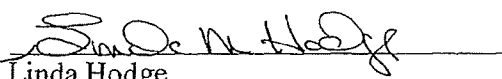
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MUNICIPAL EMPLOYEES UNION
"INDEPENDENT," LOCAL 506, SEIU

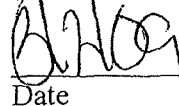
TOWN OF COLCHESTER



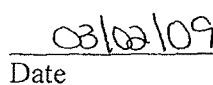
Danielle McMullen
MEUI Staff Representative



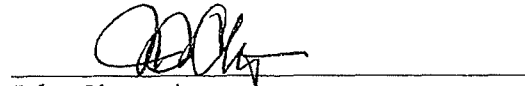
Linda Hodge
First Selectman



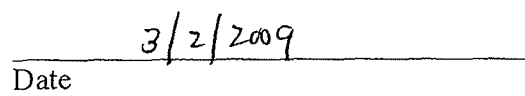
Date



Date



John Chaponis
Union Steward



Date

SIDE LETTER

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2004-June 30, 2007 collective bargaining agreement. The Town and the Union hereby agree as follows:

The 2007-2010 collective bargaining agreement provides for elimination of the Bluecare POS Health Insurance Plan ("Bluecare Plan") which was previously offered to members of the bargaining unit.

Employees who were enrolled in the Bluecare Plan prior to the ratification of the 2007-2010 collective bargaining agreement shall be enrolled, at their option, in the PPO Plan or the alternative high deductible health plan with health savings account effective as of July 1, 2009.

Such employees who were enrolled in Bluecare Plan as of the ratification of the 2007-2010 shall pay the following premium cost sharing:

It is agreed that those employees who were enrolled in the Bluecare Plan prior to the ratification of the 2007-2010 collective bargaining agreement shall not be responsible for the payment of any retroactive premium cost sharing amounts for any period prior to the date of the ratification of this agreement.

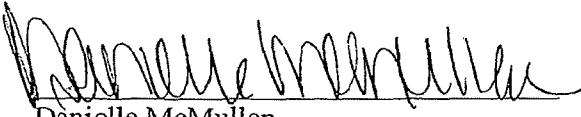
Effective as soon as practicable following the ratification of the 2007-2010 collective bargaining agreement, employees who were enrolled in Bluecare Plan shall pay fifteen percent (15%) of the of the monthly premium cost for individual, two-person, or family medical, dental, vision and prescription drug benefit coverage. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Effective as of July 1, 2009, employees who were enrolled in Bluecare Plan shall pay the premium cost sharing set forth in the 2007-2010 collective bargaining agreement for the applicable coverage under the PPO Plan or the alternative high deductible plan with health savings account.

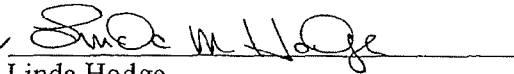
The Town and the Union agree that this Agreement shall not create a practice or precedent in any respect and shall not under any circumstances be used as evidence in any negotiations, arbitration or other proceedings between them.

MUNICIPAL EMPLOYEES UNION
"INDEPENDENT," LOCAL 506, SEIU

TOWN OF COLCHESTER



Danielle McMullen
MEUI Staff Representative



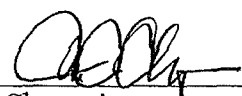
Linda Hodge
First Selectman

02/09

Date

03/02/09

Date



John Chaponis
Union Steward

3/2/2009

Date