

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Regular Meeting Agenda  
Thursday, February 16, 2012  
Colchester Town Hall**

**Meeting Room 1 – 7:00pm**

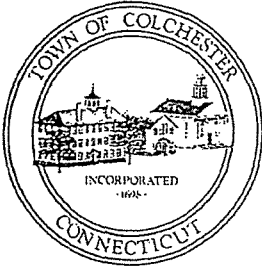
1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the February 2, 2012 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Commission on Aging. Robert Gustafson. Member re-appointment for a three-year term to expire on 12/01/2014. Robert Gustafson to be interviewed.
  - b. Housing Authority. Member re-appointment for a five-year term to expire 05/30/2016. Marion Spaulding to be interviewed.
  - c. Planning & Zoning Commission. Member or Alternate Appointment. David Wasniewski to be interviewed.
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Senior Center Exercise Instructor Contract
9. Discussion and Possible Action on Title III Grant Renewal
10. Discussion and Possible Action on Making Memories Coordinator Contract
11. Discussion and Possible Action on Unemployment Tax Management Corporation Service Agreement
12. Discussion and Possible Action on Open Space Advisory Committee
13. Discussion and Possible Action on Personnel Policy
14. Citizen's Comments
15. First Selectman's Report
16. Liaison Report
17. Executive Session to Discuss Colchester Firefighters Union, UPPFA, IAFF, Local #3831 Contract
18. Adjourn

NANCY A. BRAY  
TOWN CLERK

*Nancy A. Bray*

2012 FEB 13 PM 1:37

RECEIVED  
COLCHESTER, CT



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Regular Meeting Minutes**  
**Thursday, February 2, 2012**  
**Colchester Town Hall**

**Meeting Room 1 – 7:00pm**

RECEIVED  
COLCHESTER, CT  
2012 FEB -3 PM 12:29  
NANCY A BRAY  
TOWN CLERK  
*Nancy A. Bray*

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

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Derrick Kennedy, Marc Tate, Nancy Bray, Dot Mrowka, Rob Tarlov, Dave Martin, Robert Esteve, Ryan Blessing, and other citizens.

1. **Call to Order**  
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
  2. **Additions to the Agenda**  
S. Soby moved to add to the agenda item #8, "Discussion and Possible Action on Board of Finance," and renumber accordingly, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
  3. **Approve Minutes of the January 19, 2012 Regular Board of Selectmen Meeting**  
R. Coyle moved to approve the minutes of the January 19, 2012 Regular Board of Selectmen meeting with an edit to agenda item #15 to the liaison report on the Open Space Advisory Committee to read, "The Open Space Advisory Committee has asked since the Town ordinance states that the PR Director is a member of Open Space Committee and we no longer have a PR Director, will Town Ordinances be modified and how should they proceed to fill this vacancy on the committee?", seconded by S. Soby. Unanimously approved. MOTION CARRIED.
  4. **Citizen's Comments**  
D. Martin inquired as to whether he should speak on agenda item #10 during citizens comments or when the Board gets to that item.
  5. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
    - a. **Ethics Commission. Member re-appointment for a three-year term to expire 01/31/2015. Andrea Riley to be interviewed.**  
Andrea Riley was absent.
    - b. **Building Committee. Discussion and Possible Appointment of Members.**
- G. Cordova recused himself from discussion and action on Building Committee.
- i. **John Avery, Sharon Boski, Justin Bunton, Nancy Cordova, John Carroll, Robert Dennehy, Norman J. Dupuis, Chuck Guarino, Steven Kardys, Irene Malsbenden, Patricia Moody, Robert Sosnoski, William Sullivan**

R. Coyle moved to appoint Irene Malsbenden to the Building Committee, seconded by S. Soby. Unanimously approved. MOTION CARRIED. S. Soby

commented on the quantity and quality of applicants to the committee and hope that they show an interest in volunteering to serve in the future.

6. **Budget Transfers**  
None.
7. **Tax Refunds & Rebates**  
G. Cordova moved to approve tax refunds in the amount of \$40.00 to Susan A. Bennett, \$3,973.16 to Dominick H. Burba, \$1,400.36 to Deborah M. & Wayne R. Campbell, \$2,267.05 to Carl P. & Bonna C. Cassarino, \$23.00 to Archie & Maureen Everett, \$13.83 to Edward A. Galan, and \$9.69 to Richard A. Giusti; seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
8. **Discussion and Possible Action on Board of Finance**  
S. Soby moved that the Board of Selectmen respectfully requests that Bruce Hayn resign from the Colchester Board of Finance. While the presumption of innocence is paramount in American jurisprudence, it is the opinion of the Board that current circumstances will affect Mr. Hayn's ability to carry out the functions of a member of the Board of Finance at a time when this board is conducting deliberations vital to the Town, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
9. **Discussion and Possible Action on Records Management Survey**  
N. Bray and M. Tate presented to the Board possible solutions to digitize public records and secure records from destruction and to ensure public accessibility. Discussion on recommended systems, cost, personnel time and cost, network capabilities, type of image for each document, and the possibility of grants to assist in funding. No action taken.
10. **Discussion and Possible Action on Fire Department Task Force**  
R. Coyle moved to form the CHVFD Implementation Task Force consisting of seven citizens, no more than three of which shall be associated with the Colchester-Hayward Fire Department, with the charge to be recommended at a subsequent meeting, seconded by J. Ford. D. Martin commented on the Fire Company's reaction and willingness to address the volunteer issue and support the Task Force in working to restore volunteerism at the company. Discussion on scope of committee and concern of expertise needed to serve on task force. Unanimously approved. MOTION CARRIED.
11. **Discussion and Possible Action on Personnel Policy**  
Revised Personnel Policy handbooks were distributed to the Board. Discussion on process of reviewing hand book. No action taken.
12. **Citizen's Comments**  
D. Mrowka expressed her concern for the leaking ceilings in town hall.
13. **First Selectman's Report**  
First Selectman G. Schuster reported that we are organizing a Volunteer Fair to be held on March 28 to assist boards and commissions fill vacancies; the assessor is requesting a four-week extension to file the grand list and preliminarily is forecasting a ten percent decrease; the town attorney has finalized a first draft of the Old Firehouse lease agreement and will come to the Board for review shortly; Finance and my office are shifting our focus to primarily work on the proposed budget; and there will be a budget forum held on Monday, February 6 to hear from the public.
14. **Liaison Report**  
S. Soby reported that the Police Commission promoted Officer Owens to Officer First Class, Officer Kowalski will be on FTO, the rules and regulations have been reviewed. He further reported that Planning & Zoning is continuing to review regulations, a public hearing will be held shortly to review, an accessory apartment and commercial building on Parum Road have been approved, and various subdivisions are in the process of

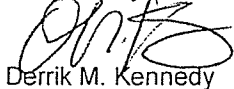
approval. He further reported that the Agriculture Commission discussed and researched farmland preservation, they are reviewing the Farmland Viability Survey, possible locations of the Colchester Farmer's Market, possible tax exemptions of farm structures. He further reported that Freezin' for a Reason (formally Three Men in a Tent) will be held this weekend from Friday to Sunday to support the Colchester Fuel Bank, there will be a concert at the Federated Church to support the Community Lunch Program on Feb. 19, and the Mobile Health Van is starting soon.

J. Ford reported that he attended the Building Committee meeting in place of R. Coyle and the committee selected four architects from the bid results to be interviewed. Interviews will be held on Feb. 6 and 7 to select a finalist.

**15. Adjourn**

G. Cordova moved to adjourn at 7:56 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

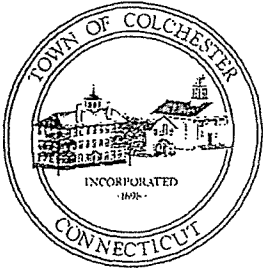
Respectfully submitted,



Derrik M. Kennedy  
Executive Assistant to the First Selectman

Attachment:

- Memo regarding Fire Department Task Force



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

## MEMORANDUM

**To:** Board of Selectmen

**Cc:** Walter Cox, Fire Chief  
Dave Martin, CHVFC President

**From :** Gregg Schuster, First Selectman *GS*

**Date:** 1/31/12

**Re:** CHVFD Implementation Task Force

Eight months ago, the UConn study group presented their findings to the town. Their study addressed issues with recruitment, retention, and participation of volunteers in the CHVFD. Our volunteers are a tremendous asset to the community, but like other towns, are struggling to keep up with ever-increasing call volume. Additionally, many volunteers have limited time due to work and family constraints.

I believe the town should do everything possible to support and grow our volunteer base. The alternative, a full-time paid staff, is extremely expensive and not in the best interest of Colchester. It appears that not only is call volume rising, but the rate of volunteerism is declining. This is obviously a bad combination.

There was a lot of good information and recommendations that came out of the UConn study and recognizing that there could be controversy around some of the changes, I believe the best course of action is to form an independent task force whose mission is to implement these changes. The recommended composition of the task force is seven members. Additionally, there would be no more than three members on the task force that are involved with the CHVFD in a volunteer or related capacity.

The charge of the task force is as follows:

1. To read and review the UConn report on Recruitment, Retention, and Participation
2. To recommend a new incentive structure for volunteers. The incentives may include tax abatement, stipends, shift pay, call pay, and retirement contributions. The

recommendation should have a financial analysis, be within the ability of the town to afford, and included any necessary changes to the point structure and associated ordinances.

3. Complete the consolidation of the town and CHVFD website into a single website with a plan for updating it with new information on a regular basis.
4. Review and recommend any changes to the number, title, and duties of the chief officers including revised job descriptions, qualifications, and selection process.
5. Review and recommend any changes to the number, title, and duties of other officers including revised job descriptions, qualifications, and selection process.
6. Recommend cradle to grave human resource process beginning with the selection of a new member through the separation of that member.
7. Review and recommend changes to or creation of "in house" training programs.
8. Review any current recognition programs and recommend changes or any new programs.
9. The disposition of the revenue associated with ambulance services shall not be within the scope of the task force.
10. Any other recommendation that is consistent with the concepts addressed within the UConn report.
11. The work of the task force shall be completed by the end of 2012 unless extended for good reason by the Board of Selectmen.

**Recommended Motion – "Move to form the CHVFD Implementation Task Force consisting of seven citizens, no more than three of which shall be associated with the Colchester-Hayward Fire Department, with the charge as recommended by The First Selectman."**

**Colchester Senior Center**  
**BOS Request for Approval**

**To: Board of Selectmen**

**From: Patti White, Director**

**Re: Exercise Instructor Contract**

**Date: 2/10/12**

This is a renewal contract with our existing exercise instructor at the same hourly rate.

**Action Recommended:**

That the Colchester Board of Selectmen authorize Gregg Schuster, First Selectman, to sign the attached contract with Gina Schriver, Exercise Instructor, beginning February 17th, 2012 and ending December 31, 2012.

## Town of Colchester/Senior Center

95 Norwich Ave  
Colchester, CT 06415  
(860) 537-3911

### LETTER OF AGREEMENT

#### CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND Gina Schriver, Exercise Instructor

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor:</b>	<b>Hourly Rate</b>
Senior Center	2/17/12-12/31/12	<b>Gina Schriver</b>	\$30

1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
2. Compensation to the contractor shall be at the rate of \$30 per hour. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting a contractual services pay slip issued by the Senior Center Director on a bi-weekly basis. Checks will be issued after pay slips are received and approved. Invoices are also acceptable and will be processed for payment no earlier than 2 weeks after program has started. Please allow 3 weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the Town.
4. If it is deemed necessary, the senior center director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town such as but not limited to: vacation, sick leave, insurance, workers compensation, pension and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.



6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect, and save harmless the Town of Colchester from any and all claims or demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.

7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.

8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Gregg Schuster, First Selectman

Date

---

Gina Schriver, Independent Contractor

Date

**Senior Center Making Memories Program**

**Renewal Grant Approval Request**

**To: Board of Selectmen**

**From: Patti White**

**Date: 2/10/12**

**Re: Grant Renewal Application Approval**

**Grantor: Senior Resources**  
Title III funds of the Older American Act

**Federal Fiscal Year (10/12-9/13)**

**Requested Amount: \$15,000**

**Preliminary Submission date: 2/24/12**

**Purpose:** This grant would provide continuation funding for the center's Making Memories program which provides recreational therapeutic activities for seniors who are facing early signs of dementia and/or cognitive and physical mobility limitations. We currently have a \$10,000 grant for this program through Senior Resources, Title III funds. This is a renewal application.

**Matching Requirements:** There is a 25% (\$3,750) match for this grant which will be met with either other grant sources (as obtained), client donations, or existing costs in the senior center's annual budget. Expected sources of the match: % of directors' salary/existing operating expenses and in-kind volunteer time.

\* No new funding is required to meet this match.

**Recommended Action:** That the Colchester Board of Selectman authorize Patti White, Senior Center Director, to submit a preliminary application for grant funding in the amount of \$15,000 to Senior Resources, Title III fund of the Older Americans Act for continuation funding of the Making Memories program.

\*Although no new funding from the town is required to meet this match, I have submitted a request in our FY13 budget for an additional \$5,000 for this program. This request if approved, essentially allows us to operate the program at its optimal level of 3 days a week 4 hours a day with 12 participants each day. I am making this request because the Title III grant will likely only be funded at the \$10,000 level and other grant funding is an unknown at this time for the coming fiscal year.

**Colchester Senior Center**  
**BOS Request for Approval**

**To: Board of Selectmen**

**From: Patti White, Director**

**Re: Substitute Making Memories Program Coordinator Contract for Services**

**Date: 2/10/12**

This is a contract for a substitute program coordinator for our Making Memories program during the time that the permanent coordinator will be absent for the month of March.

**Action Recommended:**

That the Colchester Board of Selectmen authorize Gregg Schuster, First Selectman, to sign the attached contract with Katherine Kosiba, beginning March 1, 2012 and ending March 31, 2012.

## Town of Colchester/Senior Center

95 Norwich Ave  
Colchester, CT 06415  
(860) 537-3911

### LETTER OF AGREEMENT

**CONTRACT FOR SERVICES BY & BETWEEN THE TOWN OF  
COLCHESTER SENIOR CENTER AND Katherine Kosiba, Memories Substitute  
Program Coordinator.**

<b>Name/Location</b>	<b>Time Period</b>	<b>Instructor:</b>	<b>Hourly Rate</b>
Senior Center	3/1/12 - 3/31/12	<b>Katherine Kosiba</b>	\$15.00

1. The contractor agrees to coordinate the program activities of the Making Memories Program at the Senior Center two days a week for approximately 5 hours per day.
2. Compensation to the contractor shall be at the rate of \$15 per hour for approximately 40 hours during the month of March. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting a contractual services invoice. Invoices will be processed for payment no earlier than 2 weeks after program has started. Please allow 3 weeks for initial processing.
3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the Town.
4. If it is deemed necessary, the senior center director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town such as but not limited to: vacation, sick leave, insurance, workers compensation, pension and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect, and save harmless the Town of Colchester from any and all claims or demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

---

Gregg Schuster, First Selectman

Date

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Katherine Kosiba, Independent Contractor

Date



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

Date: February 10, 2012

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Unemployment Tax Management Corporation - Service Agreement

Background

Unemployment Tax Management Corporation currently provides services to the Town and Board of Education related to unemployment compensation claims.

These services include claims processing, the representation of the employer at all unemployment claim hearings, auditing of claims and benefit payments, consulting services and training. The proposed annual fee for these services reflects an \$80 increase for both the Town and Board of Education for a total annual fee of \$880 each.

Recommendation

Approval of Services Agreement with the Town and authorization for First Selectman to sign all necessary documents.

**UNEMPLOYMENT COMPENSATION SERVICE AGREEMENT**



**UNEMPLOYMENT TAX MANAGEMENT CORPORATION**

— LAKESIDE OFFICE PARK • SUITE 12 • WAKEFIELD, MASSACHUSETTS 01880 —  
(781) 245-5353 • FAX: (781) 246-3181

Town

## UNEMPLOYMENT COMPENSATION SERVICE AGREEMENT

The UNEMPLOYMENT TAX MANAGEMENT CORPORATION (UTMC) agrees to perform the services listed below for the tax rating account(s) designated:

A. Claims Services

(1) Process unemployment compensation claims transmitted to UTMC, (2) where applicable, present reasons for claimant termination to the state agency, (3) provide complete follow through on protested and non-protested claims, dealing with the state agency on behalf of the client, and (4) discuss claims of unusual or problematical nature with the client.

B. Auditing Services

(1) Establish auditing parameters for all claims so as to control the state's charging of the client's account, (2) review each claim's wage data and record and compute that is required for "cost-efficient" auditing, (3) audit all benefit charge statements, (4) protest and appeal illegal, excessive, and unwarranted benefit charges, and (5) provide follow through on prior protests and inquiries to maximize the opportunity for a client credit.

C. Tax Rating Services

(1) Review client's quarterly contribution report and extract data for benefit charge auditing, where applicable and cost-efficient, and verification of state's tax assignment, (2) maintain a "debit-credit" ledger for each tax rating account, (3) verify the accuracy of the state's tax rate assignment to the client, and take appropriate protest action if client's taxes will be or could be higher than justified and (4) where applicable, notify the client as to the appropriateness of making a voluntary contribution as well as the recommended procedure and amount needed.



D. Consultation and Reporting Services

(1) Consult with the client on all matters relating to the control of unemployment compensation costs when requested by the client or when necessary, (2) give advice, when requested on personnel and administrative procedures relating to unemployment compensation costs, (3) acquaint the client of unemployment compensation statute or regulation changes or other matters which might require significant policy or procedural changes for the client, (4) assist in the formulation of client personnel policies which do or could relate to unemployment compensation costs, and (5) submit a detailed written annual report to the client at the expiration of this agreement, thereby allowing the client to fully evaluate the effectiveness of the UTMC program.

E. Special Training Services

Provide educational seminars and informal discussions for any groups of company personnel designated by the client provided that -

1. the client shall request these sessions of UTMC;
2. the times of such meetings shall be at the mutual convenience of the client and UTMC;
3. the sessions shall be presented to groups of reasonable size; and
4. the contents of these meetings shall be applicable to the unemployment compensation statute and procedures there under.

For the services above TOWN OF COLCHESTER, account number

00-000-28 agrees to submit timely quarterly payments to UTMC in the amount

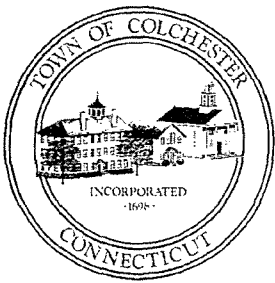
of TWO HUNDRED AND TWENTY (\$220)

This Agreement shall be effective for two years from APRIL 1, 2012.

For client: \_\_\_\_\_

For UTMC:

A handwritten signature in black ink, appearing to be "K. L. ...", is written over the "For UTMC:" label.



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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Gregg Schuster, First Selectman

## **MEMORANDUM**

**To:** Board of Selectmen

**Cc:** Nick Norton, Open Space Advisory Committee Chairman

**From :** Gregg Schuster, First Selectman *GS*

**Date:** 2/13/12

**Re:** Open Space Advisory Committee Membership

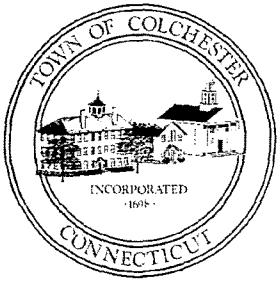
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The elimination of the Parks and Recreation Director position has necessitated a review of the composition of the Open Space Advisory Committee. The ordinance establishing the committee states it shall be "seven members, to be comprised as follows: the Conservation Commission staff person; the Planning Director; the Director of Parks and Recreation; a representative of the Colchester Land Trust; a representative of a fish and game club; and two members at large".

The inclusion of specific town staff members presents at least two issues. First, if a position changes, as it has in this case, the committee will lose a member. The second issue is a potential conflict with the town charter. Section C-705 defines who is eligible to serve on an appointed board and states "Only electors of the Town who do not hold an elected position within Town government are eligible for appointment as a member of an appointed board. If any member of an appointed board shall cease to be an elector of the Town or otherwise become ineligible to hold such position, then that member shall immediately cease to hold such membership and that position shall immediately be deemed vacant."

The town charter supersedes town ordinances. It appears that having a non-resident staff member serving as an appointed board member is contrary to the charter. I also have concerns with having any staff member as a member of an appointed board that is involved in their area of job performance.

The board will need to have a discussion on this topic and provide guidance on what a revised ordinance should stipulate.



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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## MEMORANDUM

**To:** Board of Selectmen

**Cc:**

**From :** Gregg Schuster, First Selectman *GS*

**Date:** 02/01/2012

**Re:** Personnel Policy Update

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Over the past year and a half, staff has been heavily involved in revising and updating the Town of Colchester Personnel Policies, which were last revised in 2000.

I am presenting to the Board of Selectmen the revised Employee Handbook and Personnel Policies in a red-line version (so as to show the revised areas). This meeting is simply to distribute the revised version and have a discussion on the process going forward. No action is necessary for this meeting. Once all sections have been reviewed and verbally accepted by the board, we will vote to approve the newly-revised Personnel Policy as a whole document.

**Bold and underlined sections are those that are new and red, strike-through sections are those that were deleted.**

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLCHESTER

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and

COLCHESTER FIREFIGHTERS UNION  
UPPFA, IAFF, LOCAL # 3831

JULY 1, 2009- JUNE 30, 2012

Final June 22, 2009  
533214 v.03

TABLE OF CONTENTS

	Page
PREAMBLE .....	1
ARTICLE 1 Recognition.....	1
ARTICLE 2 Union Security .....	1
ARTICLE 3 Management Rights .....	3
ARTICLE 4 Seniority .....	3
ARTICLE 5 Grievance Procedure .....	4
ARTICLE 6 Disciplinary Procedure.....	7
ARTICLE 7 Hours of Work & Work Schedule.....	9
ARTICLE 8 Rates of Pay.....	11
ARTICLE 9 Injury Leave.....	12
ARTICLE 10 Insurance.....	13
ARTICLE 11 Sick Leave .....	14
ARTICLE 12 Personal Leave.....	15
ARTICLE 13 Funeral Leave .....	16
ARTICLE 14 Family Medical Leave.....	17
ARTICLE 15 Light Duty.....	17
ARTICLE 16 Vacation .....	18
ARTICLE 17 Military Leave.....	19
ARTICLE 18 Holidays .....	19
ARTICLE 19 Fitness For Duty Examinations.....	20

ARTICLE 20	Personal Clothing, Clothing Allowance, Uniform Allowance, and Town Provided Equipment...	20
ARTICLE 21	Certification/Training.....	21
ARTICLE 22	401(a) Plan/Section 457 Deferred Compensation Plan.....	23
ARTICLE 23	General Provisions.....	24
ARTICLE 24	Union Activity.....	24
ARTICLE 25	Nondiscrimination.....	25
ARTICLE 26	Complete Agreement.....	25
ARTICLE 27	Duration.....	25
ARTICLE 28	Federal, State and Municipal Laws and Regulations.....	25
ARTICLE 29	Promotions.....	26
ARTICLE 30	Performance Evaluations.....	26
ARTICLE 31	Call Back For Duty.....	27
ARTICLE 32	Jury Duty/Court Appearances.....	27
SIDE-LETTER	Drug Testing for Non-CDL Personnel.....	29
APPENDIX A	Application for Union Membership.....	30
APPENDIX B	Grievance Petition.....	31
APPENDIX C	Garrity Rights Statement.....	32
APPENDIX D	Fire Fighter/EMT Evaluation Sheet.....	33
APPENDIX E	Wage/Step Schedule.....	35
APPENDIX F	Memorandum of Agreement regarding Safety Officer...	36
APPENDIX G	Health Insurance Plan Summaries.....	37

## **PREAMBLE**

This agreement entered into by and between the Town of Colchester, hereinafter referred to as the "Town" or the "Employer", and Local 3831, hereinafter referred to as the "Union" and has as its purpose the promotion of harmonious relations between the Town and the Union.

## **ARTICLE 1 - RECOGNITION**

- 1.1 Pursuant to State Labor Relations Certification in Case Number ME-19,198, the Town recognizes the Union as the sole and exclusive bargaining agent in matters regarding wages, hours and other working conditions for all full-time paid uniformed and employees with the Town of Colchester pursuant to SBLR Decision No. 3536 rendered on September 30, 1997, with the exclusion of the Chief of the Fire Department and all others excluded by the Municipal Employees Relations Act (MERA).
- 1.2 Whenever the word "Town" is used in this agreement, it shall mean the Town of Colchester. Likewise when the word "Union" is used it shall mean the International Association of Firefighters, AFL-CIO. When the word "employee" is used it shall mean a member of the bargaining unit.

## **ARTICLE 2 - UNION SECURITY**

- 2.1 During the terms of this contract or extension thereof, all employees in the collective bargaining unit shall, from the effective date of this 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.
- 2.2 The Town agrees to deduct from the pay of bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union and allowed by law. Such deductions shall continue for the duration of the agreement or any extension thereof.
- 2.3 New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following the completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Finance Department. The Financial Officer of the Union shall notify the Town in writing of the amount of uniform dues or service fees to be deducted.



- 2.4 Such payroll deductions, as provided herein, shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the next month following the month in which such dues and/or services fees were deducted along with a list of names of the employees from whom the deductions were made.
- 2.5 The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any changes in the rates of fees or 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.
- 2.6 No dues or fees will be deducted from an employee who has exhausted accumulated sick leave or while collecting Workers' Compensation.
- 2.7 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.
- 2.8 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.
- 2.9 Each employee will be offered an opportunity to join the Union or pay the agency/service fee. Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Town shall deduct from the employee's pay, on a bi-weekly basis, in equal installments, Union dues or service fees as the Union shall determine. (See Appendix A).
- 2.10 The Union shall indemnify the Town and any Department or agent or employee of the Town and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or any Department or employee of the Town for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.
- 2.11 No employee covered by this agreement will engage in, induce or encourage a strike, work stoppage, slowdown, sick-out, unlawful picketing, sympathy strike, or other withholding of services from the Employer - including so-called work to rule - or refuse to perform in whole or in part duties of employment including overtime services.
- 2.12 The Union agrees that neither the Union nor any of its officers, agents or members, nor any officer covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, unlawful picketing, sympathy strike or other withholding of services, including so called work to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

- 2.13 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any unlawful picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.
- 2.14 The Town may file an action in the court of appropriate jurisdiction to enforce this Article.
- 2.15 The Town shall provide each present employee with a copy of the final contract. New employees shall receive a copy of the final contract upon hire. In addition, to insure that the immediate supervisors are aware of the provisions of this Agreement, the Town shall also provide them with a copy of this agreement.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 There are no provisions in this agreement that shall deem to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town has prior to the effective date of this contract unless and only to the extent that provisions of this agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the Town's rights, powers, and authority, include, but are not limited to, the right to manage its operation; the right to take necessary action to fulfill its objectives in emergencies; the right to assign, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; replacements; curtailments, or transfers thereof; removal of equipment; outside purchases of products or services, the scheduling of operations; means of operations; the equipment to be used; the institution of technological changes; the assignment of overtime, and the right to introduce new and/or improved methods of operations and departments and to change existing methods of operations and departments; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards of performance; determine the qualifications of employees; and to run the department efficiently. To the extent that the exercise of these rights impact on wages, hours and working conditions, the Town will be obligated to bargain pursuant to controlling State labor relations law.

### **ARTICLE 4 - SENIORITY**

- 4.1 The seniority rights of all members of the Department shall be based on length of continuous service in the Department, and shall be determined by the first day of paid employment.

- 4.2 Seniority shall not be broken by vacation, sick leave, job related injuries, authorized leaves of absence of a non-personal nature, suspension, or any military service as provided by State and Federal law, up to any limits provided for in this Agreement.
- 4.3 Employees who resign voluntarily, who are on layoff for eighteen (18) months, or are discharged for just cause shall lose all seniority.
- 4.4 In the event of a reduction in the work force, layoff shall be the inverse order of hiring and any recall to work shall be by seniority provided that the recalled employee is qualified to perform the required work and that the employee has maintained required certifications held at the time of layoff.
- 4.5 No newly appointed employee shall attain seniority under the Agreement until he/she has been continuously employed in the Colchester Fire Department for a period of twelve (12) months and has completed all the required certifications necessary for full-time employment. A probationary Fire fighter may be terminated by the First Selectman and said employee shall not have recourse to the grievance and arbitration provisions of this Agreement regarding that termination. Upon successful completion of the twelve (12) month probationary period the employee's seniority shall date back to the first day of employment. This date shall be for all other dates listed in this agreement, the employee's anniversary date.
- 4.6 During the first 90 days of an employee's probation, the employee will accrue but not use vacation, sick leave, and personal leave. The employee will be eligible to use such leave after the 90 day waiting period. Medical, dental and life insurance coverage will commence upon completion of the first 90 days.
- 4.7 The Town shall prepare, maintain and provide the Union Representative a list of employees on an annual basis, showing their seniority in time of service with the Fire Department. Such seniority shall be calculated according to length of continuous service with the Fire Department. Sick leave, line of duty injuries, vacations, military leaves, and authorized leaves of absences, shall be included in computing such time in service.
- 4.8 When more than one employee is appointed on the same day, seniority shall be determined by date and time of receipt of application, with the earliest received being ranked highest on the seniority list.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to insure efficiency and employee morale.
- 5.2 A basis of a grievance may result from a complaint concerning:

- a) Discharge, suspension, or other disciplinary action without just cause;
- b) Application or interpretation of a specific provision of this agreement.
- c) Application or interpretation of the Rules and Regulations of the Colchester Fire Department.

5.3 A grievance shall be processed in the following three (3) steps:

Step 1:

The Union shall present the grievance, in writing and with discussion, to the Chief of the Department, or duly authorized representative in his/her absence within thirty (30) calendar days of the incident giving rise to the grievance. The written grievance attached at Appendix B shall specify:

- a) A statement of the grievance and the facts involved;
- b) the date of the alleged violation;
- c) the specific section or sections of the Agreement and/or Rules or Regulations of the Colchester Fire Department alleged violated
- d) the remedy or relief sought.

The Chief of the Department shall render his/her decision within ten (10) calendar days of the date the grievance was submitted.

Step 2:

If the Union is not satisfied with the decision of the Chief of the Department, or duly authorized representative in his/her absence, the grievance may be presented, in writing, to the First Selectman of the Town of Colchester within ten (10) calendar days of the Chief's decision in Step 1. The First Selectman shall render his/her decision, in writing, to the aggrieved employee and his/her representative within fifteen (15) calendar days of receipt of the grievance.

Step 3:

If such grievance is not resolved to the satisfaction of the Union by the First Selectman, the Union may, no later than ten (10) days following the receipt of the decision at Step 2, submit such dispute to arbitration. Only the Union may submit a grievance to arbitration and it may do so by giving written notice to the Town of its intent to arbitrate the dispute.

- 5.4 The parties agree that unless either the Town or the Union objects, arbitration shall be conducted before the Connecticut Board of Mediation and Arbitration. Either party may require that an arbitration be heard before the American Arbitration Association. If either the Town or the Union requires that a particular arbitration be heard by the American Arbitration Association, such party shall notify the other of this fact within ten (10) days of the Union's initial request for arbitration. If the American Arbitration Association is chosen as the forum, the cost of the arbitration shall be borne by the party selecting the American Arbitration Association. The arbitrator(s) shall hear the grievance under the applicable rules and regulations governing arbitrations by such forum and the decision shall be final and binding upon both parties. The arbitrator(s) shall have no authority to add to, subtract from, alter or modify this Agreement in any way and must comply with the terms of this Agreement in every respect.
- 5.5 The parties agree that the decision rendered by the arbitrator(s) shall be final and binding, provided it is not contrary to law. The arbitrator(s) shall be bound by, and must comply with all of the terms of this Agreement, and shall not have the power or authority to add to, subtract from, or, in any way, modify the provisions of this Agreement.
- 5.6 Additional Provisions.
- a) If either of the parties related to the grievance process desire to meet after Step 3 but prior to arbitration for the purpose of oral discussion and sharing of information including relevant documents, a meeting shall be requested and scheduled.
  - b) If the grievance is not resolved, subsequent to arbitration both parties may mutually agree to submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance.
  - c) For the purpose of time limits, day shall mean calendar days. Any time limit specified in this Article may be extended by mutual agreement of both parties in writing.
  - d) If the employer fails to answer a grievance within the time specified, the grievance shall proceed to the next step. If the Union does not submit a grievance to the next higher step in the above procedure and within the time periods, it shall be deemed withdrawn.

## ARTICLE 6 - DISCIPLINARY PROCEDURE

6.1 No employee who has completed the probationary period shall be disciplined except for just cause. Disciplinary action as used in this Article shall be defined as limited to oral reprimand, written reprimand, suspension or discharge. Nothing in this article shall prevent the Chief of the Department or the First Selectman from reassigning or placing an employee on administrative leave with pay pending an investigation.

6.2 Progressive Discipline.

The parties jointly recognize the remedial value of progressive disciplinary action. Accordingly, when ever appropriate, Management will follow these guidelines:

- a) Take prompt corrective action.
- b) Apply discipline with a view toward uniformity and consistency.
- c) In the area of inefficient or incompetent performance, oral reprimand and constructive criticism should ordinarily precede formal disciplinary procedures; however, no such warning is necessary with respect to neglect of duty, insubordination, willful misconduct or other serious offenses.

Nothing in this section shall prohibit Management from bypassing progressive discipline when the nature of the offense requires it. The failure of the employer to apply progressive discipline in any case shall not itself be deemed arbitrary, capricious, or discriminatory.

6.3 Work Now Grieve Later.

It is the duty of every employee to obey every lawful command or order issued orally or, in writing, and failure to do so may result in a breakdown in discipline which could lead to serious consequences. Orders must be obeyed and grievance procedures invoked later.

Any employee who fails to carry out any lawful order or comply with rules, regulations, or instructions is subject to disciplinary action. Both parties recognize the safety rule exception to the "work now, grieve later" rule whereby an employee may refuse an assignment that would place an employee or others in real and imminent danger to life or limb.

6.4 Notice of Discipline.

- a) Pre-discipline hearing. There shall be an informal hearing before that body or person who will be imposing discipline beyond verbal or written warnings. The

employee shall have the choice of union representation and shall be allowed to submit notarized statements from witnesses.

- b) After a Management decision is made to impose discipline, but prior to its formal imposition, management will informally notify the employee and the Union of the contemplated discipline. This allows the parties to attempt to come to an agreement on the discipline. If there is no agreement, the employer shall give formal notice of the discipline to be imposed.

#### 6.5 Investigative Interviews.

- a) During an investigative interview, the employee has the right to request and receive Union representation under Weingarten. Employees ordered to answer questions shall be given the Garrity warning and receive a copy of the signed Garrity statement. (See Appendix C). An employee who answers questions under Garrity is immune from having his answers used for any criminal proceeding.
- b) No recording nor transcript will be made without the knowledge of all participants in the investigative interview.
- c) A written explanatory may be used in lieu of an investigative interview subject to the employee's right to confer with his/her Union representative. A reasonable amount of time shall be provided to the employee in which to perfect and submit a written explanatory.

#### 6.6 Authorization and Level of Discipline.

- a) Chief of the Department may impose the following discipline.
  - 1) Oral reprimands.
  - 2) Written reprimands.
  - 3) Suspension (3 days Maximum)
- b) First Selectman or his or her designee may impose the following discipline.
  - (1) Oral reprimands.
  - (2) Written reprimands
  - (3) Suspensions (greater than 3 days)
  - (4) Dismissal

- 6.7 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.

## ARTICLE 7 - HOURS OF WORK & WORK SCHEDULE

### 7.1 Work Hours/Work Period.

The regular hours of work shall be forty (40) hours per week, 7:30 a.m. to 4:00 p.m., Monday through Friday, with half-hour unpaid lunch. Two employees as designated by the Chief and/or the Chief's designee will be subject to call for ambulance duty from 5:00 a.m. to 7:30 a.m. and two employees as designated by the Chief and/or the Chief's designee will be subject to call from 4:00 p.m. to 5:00 p.m. provided that such assignments are made on a fair and equitable rotating basis. Employees subject to call will be paid a \$10.00 stipend per week and are expected to respond to ambulance calls unless they can provide a reasonable excuse for not responding. During the hours of 5:00 a.m. to 7:30 a.m. and 4:00 p.m. to 5:00 p.m. the career staff will be subject to call for all other fire, rescue and EMS emergencies.

Premium time will be paid at time and one-half for all hours of work performed in excess of eight (8) straight time hours in a workday or in excess of forty (40) hours in a workweek. Employees who work on a holiday shall be paid at double time the straight time rate. Employees who are prescheduled to work on a Sunday shall be paid at time-and-one-half the straight time rate. Employees who are called into to work on a Sunday in response to emergent work shall be paid at double time the straight time rate.

The Town reserves the right to implement an alternative work period that shall consist of twenty-eight (28) day cycles and shall comply with the Federal Fair Labor Standards Act (FLSA), including, but not limited to, Section 7(k) of the Act and the related regulations at 29 CCFR Section 553.200 et seq. During the alternative work period, employees will work Monday through Friday from 6:30 a.m. to 5:00 p.m. with half-hour of unpaid lunch. Two employees will be subject to call for ambulance duty from 3:30 a.m. to 6:30 a.m. Employees subject to call will be paid a \$15.00 stipend per week and are expected to respond to ambulance calls unless they can provide a reasonable excuse for not responding. Premium time will be paid at time and one-half for all hours of work performed in excess of ten (10) hours in a workday or in excess of fifty (50) hours in a workweek. Employees who work on a holiday during the alternative work period shall be paid at time and one-half.

The Town will notify the Union at least thirty (30) days in advance of implementing or canceling the alternative work period.

In compliance with the FLSA, payroll records for the alternative work period shall note the work period for each employee and shall indicate the length of the work period and when it started. The notation will also state that the schedule has been adopted pursuant to Section 207(k) of the act and 29 C.F.R. Part 553.



Sick leave accrual and payout shall be based on the length of the normal workday then in effect. For example, during the alternative work period, employees shall accrue and be paid for sick leave based on the ten (10) hour work day. Holidays, vacation days, personal days and funeral leave days shall be paid based on the length of the normal workday then in effect.

Current employees will be grandfathered regarding the above-referenced regular work schedule and the alternative work period. Bargaining unit members hired after the effective date of this Agreement shall be subject to a twenty-eight (28) day work period which shall comply with the Federal Fair Labor Standards Act, including, but not limited to, Section 7(k) of the Act and the related regulations at 29 CCFR Section 553.200 et seq. The work day for such bargaining unit members shall be no less than eight (8) hours and no more than ten (10) hours, and the regular workweek shall be five (5) days per week within the twenty-eight (28) day cycle.

## 7.2 Call-in Pay.

When an employee is required to report to duty as a result of a call-in, he or she shall be paid a minimum of two (2) hours if the work performed is not contiguous with the employee's normal hours of work.

## 7.3 Exchange of Shifts.

a) Employees may exchange shifts if:

- (1) there is no additional cost to the Town of Colchester;
- (2) the exchange is made with an employee with required certifications, training, and skills;
- (3) shift periods do not overlap;
- (4) the Chief of the Department is given reasonable notice - normally in excess of twenty-four (24) hours, and approves the shift change.

a) The employee requesting the swap must complete a "Shift Change Form".

b) The Town of Colchester is not responsible for enforcing agreements made between employees.

c) Approval of shift changes is subject to revocation as dictated by the needs of the Colchester Fire Department.

## 7.4 Probationary employee's scheduling shall be at the discretion of the Chief of the Department or his or her designee.

7.5 Overtime Opportunity.

With the Exception of call-in for duty under Article 7, Section 2, in the event that work is required of the bargaining unit outside normal hours of work, it shall be offered to qualified employees on a rotating basis in the order that such employees appear on the seniority roster. An opportunity refused or a “no answer” phone call or page will be considered an opportunity actually worked. If no assignment is made on a voluntary basis, the Chief of the Department may assign the least senior employee.

If the Town fails to offer the qualified employee who is at the top of the rotation list the opportunity to work such assignment, the employee shall be afforded preference for the next available assignment outside the normal hours of work he or she is qualified to perform.

This provision shall not deter or diminish the Town’s right to use volunteers.

**ARTICLE 8 - RATES OF PAY**

8.1 Wage Rates.

Effective July 1, 2009, all bargaining unit rates will be increased by 2.75% (see Wage Schedule at Appendix E).

Effective July 1, 2010, all bargaining unit rates will be increased by 2.75% (see Wage Schedule at Appendix E).

Effective July 1, 2011, all bargaining unit rates will be increased by 3% (see Wage Schedule at Appendix E).

In addition, effective July 1, 2011, all bargaining unit rates will be provided with market adjustments as follows which shall be applied to be added to the annual rate of pay before the 3% general increase is applied:

Firefighters	Lump Sum of \$750
Lieutenants	Lump Sum of \$750
Safety Officer	Lump Sum of \$500

8.2 Step Increases.

Step increases will be effective on July 1<sup>st</sup> of each fiscal year as negotiated. For those employees hired before January 1<sup>st</sup>, their step increase will be effective on July 1<sup>st</sup> of the next fiscal year. For those employees hired after January 1<sup>st</sup>, their next step increase will be on July 1<sup>st</sup> of the following year.

Example: An employee hired on September 1, 2005 would be eligible for a step increase on July 1, 2006.

Example: An employee hired on January 2, 2006 would be eligible for a step increase on July 1, 2007.

8.3 Safety Officer.

Dan Rowland will be recognized as Safety Officer.

8.4 Acting Supervisor.

In the absence of the Lieutenant/Shift Supervisor who is off duty, the Chief shall designate the senior qualified and available employee as acting supervisor. Such acting supervisor will be paid at Step 1 of the Lieutenant/Shift Supervisor wage rate schedule at Appendix E for all hours worked as the designated acting supervisor during any preplanned absence or after two (2) continuous days of unplanned absence.

8.5 Longevity Pay.

Full-time employees of the Town who have completed five (5) years of continuous full-time employment with the Town, shall be eligible for the following yearly longevity bonus, determined by the employee's length of continuous full-time service with the Town as of July 1st of each year. After the completion of the 5<sup>th</sup> year of service, the longevity compensation shall be paid in July of the next fiscal year as follows:

<u>July 1<sup>st</sup> of ...</u>	<u>Yearly Amount</u>
6 <sup>th</sup> to 9 <sup>th</sup> Year	\$450.00
10 <sup>th</sup> to 14 <sup>th</sup> Year	\$500.00
15 <sup>th</sup> to 19 <sup>th</sup> Year	\$600.00
20 <sup>th</sup> Year and over	\$750.00

Longevity payments shall be made in a separate check.

## **ARTICLE 9 - INJURY LEAVE**

- 9.1 An employee who is on authorized leave of absence due to injuries or other disabilities sustained in the performance of his/her work who is eligible for weekly Workers' compensation payments, shall have the option of using accrued sick leave and earned vacation to fund the difference between the employee's base weekly pay and weekly Workers' Compensation benefits. Such differential will be paid to the nearest whole

hour increment. Differential pay shall end upon exhaustion of all the employee's accrued sick leave and earned vacation.

- 9.2 In the event that an employee is injured or disabled while en-route to, at, or returning to the employee's abode from an alarm to which the employee responded off duty, or in the event that the employee was killed or dies as a result of such injury or disability, it shall be considered for the purposes of claims under Section 9.1 of this contract, and benefits payable under the Workers' Compensation Act provided that such injury, disability or death was suffered in the line of duty and arose out of and within the course and scope of his/her employment.
- 9.3 Employees on Worker's Compensation, Heart and Hypertension, or long term disability, proven to have conducted themselves contrary to their physician's diagnosis and treatment shall be discharged.

## ARTICLE 10 - INSURANCE

### 10.1 Medical, Dental and Life Insurance Benefits

- (a) Each full-time Employee 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. (see Appendix F)
- (b) 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.

Effective July 1, 2009, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, thirteen percent (13%) of the monthly premium cost for individual, two-person, or family medical, dental and prescription drug benefit coverage as provided in this Article.

Effective July 1, 2010, each eligible member of the bargaining unit shall contribute, through bi-weekly payroll deduction, fourteen percent (14%) of the monthly premium cost for individual, two-person, or family medical, dental and prescription drug benefit coverage as provided in this Article.

Effective July 1, 2011, each eligible 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 and prescription drug benefit coverage as provided in this Article.

Any insurance premium cost sharing contributions made by employees pursuant to this Article shall be made on a pre-tax basis pursuant to the Town's Section 125 plan.

b) The Town will pay the full cost, of the employee's group life insurance. Said insurance shall be in the amount of \$50,000. Effective July 1, 2009, said insurance shall increase to \$100,000.

10.2 Upon notification and explanation to bargaining unit members of the effective changes, the Town may change or alter insurance plans and/or insurance carriers provided, however, that any substitute plan will offer substantially equivalent or better 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.

10.3 As set forth more fully in the long term disability plan design a copy of which will be available to all employees, an employee who is disabled due to an accident or sickness which is not compensable under the Worker's Compensation Act, including Heart and Hypertension benefits, 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 worker's compensation benefits (including Heart and Hypertension benefits), retirement benefits, and other state or federal 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.

#### **ARTICLE 11 - SICK LEAVE**

11.1 Each full-time employee will be entitled to sick leave with pay at the regular straight time hourly rate of pay in effect at the time leave is taken. Per diem is based on the normal or regular hours worked per day. Such leave shall be earned at the rate of one (1) day per month of continuous service in each calendar year. Full-time employees may accumulate up to sixty (60) days of paid sick leave. For the sole purpose of bridging the ninety (90) day waiting period for long term disability (LTD) insurance under Article X, Section 10.3, employees may accumulate up to 30 additional days of sick leave which can also be drawn in special circumstances involving serious health conditions at the discretion of the First Selectman.

11.2 Sick leave shall continue to accumulate during approved leaves of absence with pay or vacation time. Sick leave shall not continue to accumulate during leave of absences without pay, nor during the time an employee receives long-term disability payments.

- 11.3 Each employee who retires or resigns after 10 years of service will be paid for accumulated sick days in a lump sum. Upon death of an employee, the accumulated sick days shall be paid in a lump sum to his/her designated beneficiary.
- 11.4 An employee using sick leave, shall make every effort to notify the Chief of the Department or his/her designee at least one (1) hour prior to his/her shift starting time of the first day of his/her absence and each day of absence thereafter, unless the employee has indicated the number of days he/she shall be absent when first notifying the Chief as described above.
- 11.5 Sick leave benefits cannot be exercised by an employee whose absence results from intoxication, use of illegal drugs or criminal conduct during scheduled working hours. The burden of proof shall be on the Town in such instances.
- 11.6 The Town may refuse to pay sick leave benefits if investigation shows willful falsification of any claim for sick leave benefits and such conduct shall be grounds for discipline of any such employee up to and including discharge.
- 11.7 Sick leave benefits may not accrue whenever reported absence is due to employment with any outside employer during scheduled working hours.
- 11.8 The Town may have an employee examined by a doctor jointly selected by the parties or from a mutually agreed list of doctors, at the Town's expense, to determine the exact nature and extent of the employee's incapacity or illness. A doctor's certificate may be required by the Town whenever an employee is off from work three (3) or more occasions, or at any time that it is deemed that sick leave is being abused by the employee. In the latter circumstances, the Town will document the reasons for such request. Whenever an employee is off from work for ten (10) or more work days, the employee shall give the Town a doctor's release before the employee returns to work.

## **ARTICLE 12 - PERSONAL LEAVE**

### 12.1 Paid Personal Leave Days.

All full-time employees shall be entitled to four (4) personal leave days annually.

### 12.2 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 days

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

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

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

12.3 Paid personal leave days are to be taken in no less than half (1/2) day increments, provided the employee gives prior notice of at least twenty-four (24) hours. Paid personal leave days cannot be carried over from one year to the next.

12.4 Personal Leave Days without Pay.

Personal leaves of absence without pay may be granted to permanent employees on the recommendation of the Fire Chief with the approval of the First Selectman.

12.5 Request for such personal leave without pay shall be made, in writing, to the Fire Chief and shall include a statement of the reasons and the length of the leave requested.

12.6 During the period of personal leave without pay, the employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave, personal leave and vacation time.

### **ARTICLE 13 - FUNERAL LEAVE**

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

13.2 In the event of the death of a brother or sister in-law, aunt, uncle, niece, or nephew of the employee or his/her spouse, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a scheduled work day.

13.3 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. The granting or not granting of said days is at the sole discretion of the First Selectman, and shall not be grievable.

## **ARTICLE 14 - FAMILY MEDICAL LEAVE**

- 14.1 Eligible employees shall be permitted unpaid leave of absence in compliance with the requirements of the Family Medical Leave Act. During such leave, an employee shall not be credited for length of service and shall not be credited with time for the purposes of accruing sick leave, personal leave and vacation leave. In addition, for all leaves which qualify under the Family Medical Leave Act, to the extent an employee has accrued sick leave, personal leave and vacation leave, the employee's family and medical leave may be charged against such accrued sick leave, personal leave and vacation leave.

## **ARTICLE 15 - LIGHT DUTY**

- 15.1 An employee who is on leave due to injury or illness shall be assigned to "light duty" work if such work is available as determined by the Chief of the Department and First Selectman. The light duty assignment shall commence from and after the date on which the employee's treating physician determines that the employee may return to work even though the employee cannot perform all of the regular duties of a Firefighter/EMT. Such assignment shall be subject to the following:
- a) The assignment shall be consistent with limitations prescribed by the employee's treating physician.
  - b) The nature and duration of the assignment shall be determined by the Town. Notice of same, together with a general description of the duties, shall be given to the employee and the Union in writing. The assignment shall be a Fire Department function.
  - c) The work schedule for an employee on light duty status shall be subject to any limitation on hours or work prescribed by the employee's treating physician. If the employee's hours are limited to less than the normal or regular hours per shift, the employee shall be paid only for those hours actually worked and the remainder shall be paid for by Workers' Compensation.
  - d) Unless specifically prescribed by the treating physician, the shift assignment shall not be limited.
  - e) Any employee who is released by the treating physician to perform restricted work and who is assigned light duty must accept the light duty as assigned.
  - f) In determining the availability of light duty work, the Town shall not discriminate based on whether an employee was injured on or off the job.



## ARTICLE 16 - VACATION

16.1 Full-time employees shall be granted time off with pay for vacations according to the following schedule:

<u>Year of Completed Continuous Full-Time Service</u>	<u>Rate Accumulated</u>
After 1 year	One week (5 working days)
After 2 years	Two weeks (10 working days)
After 7 years	Three weeks (15 working days)
After 14 years	Four weeks (20 working days)

16.2 Vacation requests for two or more days must be submitted at least fifteen (15) days in advance unless there are extenuating circumstances. All vacation requests for one (1) day shall be submitted at least twenty-four (24) hours in advance. All vacation requests must be approved by the Chief of the Department or his/her designee.

16.3 Vacations shall be scheduled in whole-day or in half-day increments if approved in advance.

16.4 In granting time off, every effort will be made by the Town to meet the requests of the employees as to scheduling of vacation. In the event of conflicting requests, the employee with the greater seniority shall have the preference.

16.5 An employee shall not be called in on his/her vacation except in an emergency or with his/her agreement.

16.6 Unbroken full-time service with the Town shall be counted towards years of service for the calculation of vacation time for employees transferring into the Department.

16.7 Employees will be allowed to carry over accrued but not used vacation days up to a maximum of five (5) per year to a maximum accumulation of thirty (30) days.

16.8 In the event of retirement, line of duty death, or termination, all earned but not used vacation shall be paid in a lump sum payment to the employee. In the event of death, a lump sum payment for earned but not used vacation shall be made to the beneficiary of the employee. Said payment shall be at the employee's current base pay rate.

16.9 An employee's vacation shall be credited on January 1<sup>st</sup> of each contract year.

**ARTICLE 17 - MILITARY LEAVE**

17.1 Military leave will be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994. Copies of such Act will be provided to the employees.

**ARTICLE 18 - HOLIDAYS**

18.1 Eligible full-time employees shall observe the following holidays off with pay annually:

New Years Day	Sunday Monday Tuesday Wednesday Thursday Friday Saturday	Friday one-half day to Tuesday 7:30 am Friday one-half day to Tuesday 7:30 am Monday one-half day to Wednesday 7:30 am Tuesday one-half day to Thursday 7:30 am Wednesday one-half day to Friday 7:30 am Thursday one-half day to Monday 7:30 am Thursday one-half day to Monday 7:30 am
Martin Luther King Day	One Day Only	Saturday – Day off on Friday Sunday – Day off on Monday
Floater	One Day Only	With 24 hours advanced notice
Washington’s Birthday	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 – Day off on Friday Sunday – Day off on Monday
Labor Day	One Day Only	First Monday in September
Columbus Day	One Day Only	Second Monday in October
Veterans Day	One Day Only	Saturday – Day off on Friday Sunday – Day off on Monday
Thanksgiving Day/Day After	Two Days	Thursday and Friday
Christmas Day	Sunday Monday Tuesday Wednesday	Friday one-half day to Tuesday 7:30 am Friday one-half day to Tuesday 7:30 am Monday one-half day to Wednesday 7:30 am Tuesday one-half day to Thursday 7:30 am

	Thursday	Wednesday one-half day to Friday 7:30 am
	Friday	Thursday one-half day to Monday 7:30 am
	Saturday	Thursday one-half day to Monday 7:30 am

18.2 If a holiday falls during an employee's vacation, he/she shall be given an additional day off.

## **ARTICLE 19 - FITNESS FOR DUTY EXAMINATIONS**

19.1 Fitness for Duty Examinations:

- a) The Town and the Union agree that it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health.
- b) In accordance with Federal and State disability laws, if questions of fitness for duty are raised by the Town, the Town may require an employee to undergo a physical, psychiatric, and/or psychological examination by a licensed physician, psychiatrist, and/or psychologist of the Town's choice to determine continued fitness for duty. The Town agrees to pay for such examinations. The content of the medical information will be limited to the extent required by Federal and State law and will be treated as confidential and reviewed by Town officials only on a need-to-know basis and will be disclosable to the public only if permitted under Federal and State law.
- c) If an examination indicates that an employee is not physically or psychologically fit for duty, the employee, if eligible, will be placed on unpaid leave of absence in compliance with controlling federal and state disability law or will be subject to the light duty and/or workers' compensation (if job related) provisions of this Agreement. An employee placed on such leave may exhaust accrued sick leave, vacation leave and personal leave at his/her option. The Town reserves the right to administratively separate an employee from employment with the Town if not eligible for unpaid leave of absence if circumstances warrant such separation without violating Federal and State disability law.

## **ARTICLE 20 - PERSONAL CLOTHING, CLOTHING ALLOWANCE, UNIFORM ALLOWANCE, AND TOWN PROVIDED EQUIPMENT**

20.1 Employees may utilize personal fire-fighting protective clothing as long as it meets the most current NFPA specifications. Personal protective clothing shall not be considered for reimbursement for loss or damage.

- 20.2 Each employee, upon appointment, shall receive seven (7) work shirts with patches, seven (7) work trousers, badge, name tag, one pair of Nomex coveralls and one (1) winter jacket. Thereafter, on an annual basis, the Town will provide each employee seven (7) work shirts and seven (7) work trousers. Work shirts and trousers shall be N.F.P.A. compliant station wear. Employees will be permitted to use fire department laundry equipment to launder uniforms possibly contaminated with blood borne pathogens.
- 20.3 Upon severance from employment, the employee must return all Town owned property, equipment or materials including the seven (7) current set of uniforms.
- 20.4 Upon submission of proof of purchase, the Town shall reimburse each employee for up to \$260.00 annually toward the purchase of OSHA approved safety shoes in compliance with Town standards as established by the Chief of the Fire Department. Such reimbursement will be made in the first payroll period following submission of proof of purchase.
- 20.5 The Town shall provide each employee with two (2) complete sets of protective clothing that meets N.F.P.A. standards. Protective clothing shall consist of a helmet with company shield, turn out coat, turnout pants, boots, hood, fire gloves and safety glasses. Each employee shall be issued one (1) set of foul weather gear, consisting of pants and coat for use at medical and non-fire emergencies and one alerting pager.
- 20.6 Personal clothing, watches up to \$100.00, eyeglasses, contact lenses, or any fire, rescue or medical related equipment damaged, lost or destroyed in the line of duty will be repaired or replaced by the Town, provided loss, destruction or damage is reported within forty-eight (48) hours of its occurrence to a chief officer or supervisor and is not in any way due to the employee's own negligence. 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 for such loss in lieu of repairing or replacing such items.

## **ARTICLE 21 - CERTIFICATION/TRAINING**

### **21.1 Mandated Certification.**

As a condition of employment, all new and existing employees are required to successfully complete and maintain the following Fire Department mandated certificate programs:

- 1) State of Connecticut EMT – B (including current medical control interventions and defibrillator training);
- 2) State of Connecticut Fire fighter Level II (including current Hazmat and Rescue operational levels with annual refreshers required);

- 3) State of Connecticut Commercial Drivers License, Class 'B' or 'A;' or
- 4) State of Connecticut Non-commercial Drivers License Class D with "Q" endorsement.

21.2 Transportation to a training facility or site outside of Colchester may be arranged with the Town's transportation pool or by Private Owned Vehicle (POV). If made available the Town's transportation vehicle shall be used. POV usage will be reimbursed to the employee only if he/she uses their own transportation. Rates of reimbursement shall be at the current IRS mileage rate. Forms or methods of reimbursement shall be at the requirement of the Town.

21.3 Failure to obtain or maintain the required mandated EMT-B training certification or recertification shall result in the following which are conditioned on the Town's ability to find suitable replacements for the interim period:

- 1) Affected employees may undergo the number of re-tests that are allowed by the State of Connecticut.
- 2) Affected employees shall be allowed six (6) months to comply with this Article's certification requirements.
- 3) Failure to comply with the certification requirements within six (6) months shall result in immediate termination.
- 4) During the first ninety (90) days of the six (6) month period, employees will be allowed to work if in compliance with controlling statutes/regulations. During the remainder of the six (6) month period, affected employees shall not work and shall not be compensated.

21.4 It shall be the sole responsibility of the employees to maintain their current Drivers License certifications. The Town will continue to provide for mandated EMT-B recertification training.

21.5 Joint Training Committee.

A joint-training committee composed of the Union President, the Union Staff Representative, and the four (4) Fire Department Officers, shall convene on a quarterly basis at the written request of either party to discuss the training needs of bargaining unit members.

21.6 Training Outside Normal Hours of Work.

When a member of the bargaining unit attends required training outside of their normal hours of work, such time shall be compensated at one and one-half (1 1/2) times his/her base wage rate unless the Town provides a minimum of seven (7) days advanced notice.

Where such advanced notice is provided the employee's normal hours of work will be adjusted to include the training time and the employee will be compensated at the straight-time hourly rate. Training time shall include travel time to and from the training facility.

21.7 Driver/Operator Qualification Training.

All training for apparatus driver/operator qualifications shall be provided by the Town without expense to the employee. Training can be conducted by any qualified apparatus operator with the final qualification on the apparatus being given by the shift supervisor and approved by the Chief of the Fire Department. A copy of such qualification shall be provided to the Chief of the Department and a copy of same shall be placed in the driver's/operator's personnel training file.

21.8 Tuition, Books, Study Materials.

The Town shall be responsible for all tuition, books, and study materials associated with any required training.

**ARTICLE 22 - 401(a) PLAN/  
SECTION 457 DEFERRED COMPENSATION PLAN**

22.1 Full-time employees are 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. The Town and the employee will each contribute five percent (6%) of base pay only (not including overtime, longevity, etc.) beginning on the employee's first anniversary date. Effective July 1, 2009, the Town and the employee will each contribute seven percent (7%) 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.

22.2 Effective upon ratification, each employee shall have the option of contributing to the Town's Section 457 Plan after one year of employment in addition to the 401(a) plan described in Section 22.1 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 either the 457 Plan.

**ARTICLE 23 - GENERAL PROVISIONS**

- 23.1 The Town will designate one (1) bulletin board or a portion of a bulletin board (6 square feet) on the premises of the Fire Department for the purpose of posting notices concerning Union business and activities or any other matters pertaining to Union business.
- 23.2 Employees shall receive a copy of all materials placed in their personnel jackets subject to applicable state statutes.
- 23.3 The use of any gender within this agreement shall include all genders.
- 23.4 The Town shall provide each present and each new employee with a copy of this agreement. The Town shall also provide the Union with three (3) additional copies as well as an electronic copy (on disk or by e-mail as mutually agreed upon).

#### **ARTICLE 24 - UNION ACTIVITY**

- 24.1 The Union-designated steward and the aggrieved employee 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 or the aggrieved employee is scheduled to be on duty.
- 24.2 A Union Staff Representative shall have reasonable access to the work site for purposes of conferring with the Employer, Union-designated steward, or employees, and for the purpose of administering this Agreement. 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.
- 24.3 Two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for purposes of negotiating the terms of the contract, when such meetings take place at a time during which the members are scheduled to be on duty.
- 24.4 The President, or member elected to attend Union labor conventions and educational conferences, shall be granted leave without pay except that said members may use personal leave provided that the President or elected member is scheduled on duty at the time of said labor convention or educational conference. All such leaves shall be requested at least one (1) week in advance and approved by the First Selectman or his/her designee.

#### **ARTICLE 25 - NONDISCRIMINATION**

- 25.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, disability which is unrelated to the ability of the employee to perform a particular job, marital status, race, color, religion, creed, national origin, sexual preference/orientation, political affiliation or veteran status or military service.

#### **ARTICLE 26 - COMPLETE AGREEMENT**

- 26.1 If any sentence, clause or phrase of this Agreement shall be held illegal or unenforceable by legislative or judicial authority, the affected sentence, clause or phrase shall be severed from the Agreement. The validity of the remaining sections and articles of this Agreement shall not be affected thereby. The parties agree to meet promptly to negotiate a substitute for any severed portion of this Agreement, if required.
- 26.2 All memoranda of understanding or agreement hereinafter entered into between the parties to this Agreement shall be incorporated and remain part of this Agreement.
- 26.3 Insofar as any rule and regulation is in direct conflict with an expressed and lawful provision of this Agreement, said rule or regulation is superseded and rendered void, and the applicable provision of this Agreement shall govern.

#### **ARTICLE 27 - DURATION**

- 27.1 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, 2012. 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.

#### **ARTICLE 28 – FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS**

- 28.1 Unless superseded by the expressed and lawful terms of the agreement, the Town and the Union shall recognize and adhere to all provisions of the law, Town Charter, Town Ordinances, the Standard Operating Procedures and Rules, Policies and Regulations of the Fire Department, and the Town's Personnel Policies.

#### **ARTICLE 29 – PROMOTIONS**



- 29.1 All vacant positions which represent promotional opportunities within the bargaining unit which the Town intends to fill shall be posted internally for a period of not less than five (5) working days.
- 29.2 Promotional examinations are to be conducted whenever a vacancy under Section 29.1 exists. The content of the examinations will be mutually determined by the Town and the Union and will be based on job-related criteria drawn from a job description of the vacant bargaining unit position.
- 29.3 Promotions to fill vacancies shall be subject to a ninety (90) day qualifying period during which the employee must demonstrate to the Town that he/she is, in fact, qualified to perform the duties of the position. In the event that a promoted employee does not satisfactorily perform the duties of the position during the qualifying period, the employee shall be reinstated to his/her former job classification at the applicable rate of pay. In any case where the evaluative judgment of management is subject to arbitration, the arbitrator shall not substitute his/her judgment unless the Union can show that management acted arbitrarily or capriciously.

## **ARTICLE 30 – PERFORMANCE EVALUATIONS**

### **30.1 Annual Evaluation**

Each employee will be evaluated between the first week of May and June 30<sup>th</sup> of each year by the Chief of the Department with input from the employee's immediate supervisor. An overall unsatisfactory performance rating will deny an employee his/her next step increase in July if such increases have been afforded by contract.

### **30.2 Acknowledgement of Receipt**

The employee shall be given a copy of any evaluation form 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 Town.

### **30.3 Overall Unsatisfactory Performance Rating**

The following ratings shall constitute an overall "unsatisfactory" performance rating for purposes of Section One above (see Appendix D - Fire Fighter/EMT Evaluation Sheet):

- a) Five (5) or more performance criteria rated "unsatisfactory;" or
- b) Ten (10) or more performance criteria rated "needs improvement;" or
- c) Any combination of Ten (10) or more performance criteria rated either "unsatisfactory" or "needs improvement."

Prior to issuing an overall unsatisfactory performance 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. It is understood that only an overall unsatisfactory performance rating shall be grievable.

#### 30.4 Union Input into Evaluation Process.

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

### **ARTICLE 31 – CALL BACK FOR DUTY**

- 31.1 Employees of the Bargaining Unit shall be called back to duty for any working structure fire or Second Alarm as defined in the Alarm Assignment Manual. Employees can be called back to duty at the discretion of the Officer in Charge for any emergency.
- 31.2 The Fire Chief or any Chief Officer, in the absence of the Fire Chief, may call employees of the bargaining unit back to duty for standby during weather emergencies or pending weather emergencies, or any other emergency situation where the public safety could be compromised, as determined by the First Selectman or his/her designated representative.
- 31.3 When employees of the bargaining unit are called back to duty as outlined in Section 31.2 of this article, said employees shall be allowed to sleep between the hours of 23:00 and 06:30 when not engaged in emergency responses.

### **ARTICLE 32 – JURY DUTY/COURT APPEARANCES**

- 32.1 All employees who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as a juror for each workday while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The employee shall report for any portion of a regular workday when not required to be in court.

The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Employer, and the Employer may request that the employee be excused or exempted from jury duty if, in the opinion of the Employer, the employee's services are essential at the time of the proposed jury service. To obtain

**ARTICLE 31 – CALL BACK FOR DUTY**

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The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Employer, and the Employer may request that the employee be excused or exempted from jury duty if, in the opinion of the Employer, the employee's services are essential at the time of the proposed jury service. To obtain reimbursement, the employee must present a statement from the Court showing the dates of jury service and jury fees received.

- 32.2 If an employee receives a subpoena or other order of the court requiring an appearance during normal working hours for Town-related actions, time off with pay and without loss of earned leave time shall be granted. In all other cases, employees may use vacation or personal time.

This Agreement executed this \_\_\_\_ day of March, 2009.

TOWN OF COLCHESTER

COLCHESTER FIREFIGHTERS UPPFA, IAFF,  
LOCAL 3831

See attached  
Linda Hodge, First Selectman

Matthew Flor 6/23/09  
Matthew Flor, Union Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

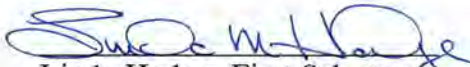
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TOWN OF COLCHESTER

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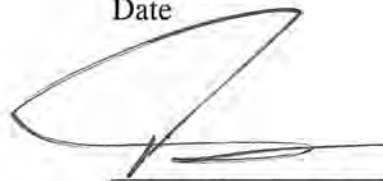
  
Linda Hodge, First Selectman

\_\_\_\_\_  
Matthew Flor, Union Staff Representative

6/23/09  
Date

\_\_\_\_\_  
Date

  
Chief Walter Cox

  
Robert Dombroski, Union President

6-23-09  
Date

06/23/09  
Date

SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

UPPFA, IAFF, Local #3831 (The Union)

Re: Drug Testing for Non-CDL Personnel

The parties agree that should the Town institute a Drug and Alcohol Testing Policy and Procedure for all Town of Colchester employees, then non-CDL bargaining unit employees shall be covered by such policy subject to negotiation of specific terms and conditions.

Agreed to and Approved by the undersigned.

FOR THE TOWN OF COLCHESTER

FOR UPPFA, IAFF, Local #3831

\_\_\_\_\_  
Linda Hodge, First Selectman

\_\_\_\_\_  
Matthew Flor, Union Staff  
Representative

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

## APPENDIX A

## APPENDIX B

## APPENDIX C



**APPENDIX D**

**APPENDIX D, CONTINUED**

**APPENDIX E --  
Wage/Step Schedule**

**Firefighters**

<b>Step</b>	<b>Months of Continuous Service</b>	<b>7/1/09</b>	<b>7/1/10</b>	<b>7/1/11*</b>
1	0-12 months	17.17	17.64	18.54
2	13-36 months	18.47	18.98	19.92
3	37-48 months	19.77	20.31	21.29
4	49-60 months	21.06	21.64	22.66
5	61-72 months	22.38	23.00	24.06
6	72 months	24.38	25.05	26.17

**Lieutenant/Shift Supervisor**

<b>Step</b>	<b>Months of Continuous Service In Position</b>	<b>7/1/09</b>	<b>7/1/10</b>	<b>7/1/11*</b>
1	0-12 months	25.60	26.30	27.46
2	13-36 months	26.37	27.10	28.28
3	37-48 months	27.16	27.91	29.12
4	49 months	27.97	28.74	29.97

**Safety Officer**

<b>Step</b>	<b>Months of Continuous Service In Position</b>	<b>7/1/09</b>	<b>7/1/10</b>	<b>7/1/11*</b>
1	0-12 months	26.80	27.54	28.61
2	13-36 months	27.60	28.36	29.46
3	37-48 months	28.42	29.20	30.32
4	49 months	29.26	30.06	31.21

\*Note: The 7/1/2011 wage rates reflect the market adjustment referenced in Article 8, Section 8.1 of the contract.

**APPENDIX F**

**MEMORANDUM OF AGREEMENT**

between

**THE TOWN OF COLCHESTER (The Town)**

and

**UPPFA, IAFF, Local #3831 (The Union)**

Re: Safety Officer

The parties agree that the current Safety Officer, Dan Rowland, shall retain his rank as a Staff Captain until such time as his separation or retirement from employment with the Town of Colchester.

The parties further agree that any individual subsequently appointed to the Safety Officer position shall be granted the rank of Lieutenant and shall receive compensation in accordance with the existing wage schedule for the Lieutenant/Shift Supervisor position.

Agreed to and Approved by the undersigned.

TOWN OF COLCHESTER

COLCHESTER FIREFIGHTERS UPPFA, IAFF,  
LOCAL 3831

\_\_\_\_\_  
Linda Hodge, First Selectman

\_\_\_\_\_  
Matthew Flor, Union Staff Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Walter Cox

\_\_\_\_\_  
Robert Dombroski, Union President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **APPENDIX G**

### **Health Insurance Plan Summaries (when available)**

**APPENDIX F**

**MEMORANDUM OF AGREEMENT**

between

**THE TOWN OF COLCHESTER (The Town)**

and

**UPPFA, IAFF, Local #3831 (The Union)**

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TOWN OF COLCHESTER


COLCHESTER FIREFIGHTERS UPPFA, IAFF,  
LOCAL 3831

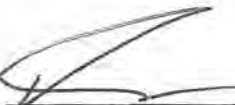
  
Linda Hodge, First Selectman

  
Matthew Flor, Union Staff Representative

6/23/09  
Date

6/23/09  
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Chief Walter Cox

  
Robert Dombroski, Union President

6.23.09  
Date

06/23/09  
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SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

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Agreed to and Approved by the undersigned.

FOR THE TOWN OF COLCHESTER

FOR UPPFA, IAFF, Local #3831

Linda M Hodge  
Linda Hodge, First Selectman

Matthew Flor 6/23/09  
Matthew Flor, Union Staff Representative

6/23/09  
Date:

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE**

**TOWN OF COLCHESTER**

**AND**

**COLCHESTER FIRE FIGHTERS, LOCAL 3831, IAFF, AFL-CIO**

This Agreement is made between the Town of Colchester (hereinafter the "Town") and the Colchester Firefighters, Local 3831, International Association of Fire Fighters (hereinafter the "Union"), by and on behalf of its members:

The Parties hereby agree as follows:

1. On a non-precedent setting trial basis commencing on July 1, 2009 and continuing until June 30, 2012, the following procedure shall be followed in any case where a bargaining unit employee receives an overall unsatisfactory rating in his/her annual performance evaluation and is, thus, denied his/her step increase in July as provided in Article 30 of the 2009-2012 collective bargaining agreement:
  - A. An employee who receives an overall unsatisfactory rating on his/her annual performance evaluation and denied his/her next step increase in July shall thereafter be subject to interim reviews on a quarterly basis until his/her next annual performance evaluation.
  - B. Upon receipt of two consecutive interim reviews in which demonstrable improvement has been shown by the employee in the areas in which he/she had deficiencies in the annual performance evaluation, the Town, in its sole discretion, shall reconsider whether the employee should receive any step increase on a prospective basis from the date of second consecutive review in which improvement was shown through the date of the employee's next annual performance review.
  - C. The parties agree that the decision of the Town with respect to whether the employee should receive a prospective step increase as set forth in paragraph B above shall not be subject to the grievance and arbitration procedure of this Agreement.



- 2. During the negotiations for a successor contract to the 2009-2012 collective bargaining agreement, the parties shall meet and discuss whether the trial basis of the procedure set forth in paragraph 1 above shall be continued with or without revision(s). In the event that there is no mutual agreement concerning the above-referenced procedure set forth in paragraph 1 and any extension or revision thereof, the terms of this agreement concerning that procedure set forth in paragraph 1 shall automatically expire as of June 30, 2012.
- 3. The parties expressly acknowledge and agree that this Memorandum of Agreement constitutes their entire agreement and that any mutually agreed amendment, modification or any other change in this Agreement must be in writing.
- 4. Except as otherwise provided herein, this Agreement shall not establish any precedent or practice in any way relating to any bargaining unit employee and shall not otherwise prejudice the respective positions of the parties concerning this or any other matter. Furthermore, this Agreement shall not be used in any other proceeding or action between the parties except one to enforce this Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed this

23<sup>rd</sup> day of June, 2009.

**FOR THE TOWN**

**FOR THE UNION**

Linda Hodge 6/23/09

**Linda Hodge  
First Selectwoman**

Robert Dombroski 6/23/09

**Robert Dombroski  
Union President**

Walter Cox 6.23.09

**Chief Walter Cox**

Matthew Flor 6/23/09

**Matthew Flor  
IAFF Staff Representative**

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE  
TOWN OF COLCHESTER**

**AND**

**COLCHESTER FIRE FIGHTERS, LOCAL 3831, IAFF, AFL-CIO**

This Agreement is made between the Town of Colchester (hereinafter the "Town") and the Colchester Firefighters, Local 3831, International Association of Fire Fighters (hereinafter the "Union"), by and on behalf of its members:

1. During Fiscal Year 2009-2010 (beginning July 1, 2009 and ending June 30, 2010), the Union agrees to waive the Town's annual obligation of uniform replacement pursuant to Article 20, § 20.2 of the 2009-2012 collective bargaining agreement between the Town and Union.
2. In recognition of such concession referenced in Paragraph 1 of this Agreement, the Town and Union further agree as follows:
  - a. The Town shall not reduce the staffing of the Fire Department through layoff(s) of current bargaining unit members during the term of this Agreement, subject to the exceptions set forth below:
    - i. The Town maintains the right to reduce the current number of employees through layoff(s) if financial circumstances so dictate as solely determined by the Town. Such layoff(s) shall be in accordance with the terms and conditions set forth in the parties' 2009-2012 collective bargaining agreement.
    - ii. Prior to any layoff of a bargaining unit member(s), the Town shall notify the Union, and have a meeting to discuss other possible cost saving measures. Such meeting shall in no way require or obligate the Town to negotiate, nor shall it be construed to diminish the Town's management rights in any way. Furthermore, nothing herein shall be subject to interest arbitration under the provisions of the Municipal Employee Relations Act.
    - iii. Should the Town reduce the current employees through layoff, then this entire Memorandum of Agreement shall become null and void and all provisions of the 2009-2012 contract between the Town and Union abridged, modified, or changed pursuant to this Agreement and such Agreement's duration shall immediately cease, and revert back to such provision as contained in the 2009-2012 collective bargaining agreement and all bargaining unit members shall be made whole.

- 3. All rights, benefits and privileges which the employees and/or the Town had prior to the execution of this Agreement which are not specifically provided for or abridged by this Agreement, shall remain in force and protected by the 2009-2012 contract between the parties.
- 4. This Agreement or any extension there of shall not establish any practice or precedent except as otherwise provided herein. Furthermore, the parties specifically agree that this Agreement shall not be used in, or otherwise prejudice any other proceedings or negotiations between the parties except one to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 23<sup>rd</sup> day of June, 2009.

**FOR THE TOWN**

**FOR THE UNION**




**Hon. Linda Hodge, First Selectwoman**

 06/23/09

**Robert Dombroski, Local 3831**

 6-23-09

**Chief Walter Cox**

 6/23/09

**Matthew Flor  
IAFF Staff Representative**



# Uniformed Professional Fire Fighters Of Connecticut

Affiliated with the International Association of Fire Fighters  
AFL-CIO and Connecticut State AFL-CIO

30 Sherman Street  
West Hartford, Connecticut 06110  
860-953-3200  
860-953-3334 FAX



## FACSIMILE COVER SHEET

TO: Linda Hodges 1 <sup>st</sup> Selectwoman	FAX#: 860 337 8547
FROM: Matthew Fiori	FAX #: 860 871-1707
SUBJECT: agreement signatures only	No. of Pages Including Cover Page: 6

### Comments:

Signature sheets only. I haven't  
spoken with the current President  
Dembowicz as of yet. No action  
Complete execution of the agreement  
is at his discretion and I shall  
be based on his authority, review,  
and approval. Thanks Matt  
*[Signature]*  
Cell 860-702-9197

### STATEMENT OF CONFIDENTIALITY:

This facsimile transmission contains information from the Office of the Uniformed Professional Fire Fighters of Connecticut. The information contained is only for the use of the addressee named on the transmittal sheet. If you are not the intended addressee, please note that any disclosure, copying, distribution or use of this faxed information is prohibited. If you receive this facsimile in error, please notify us at 860-953-3200.

AGREEMENT  
Between  
TOWN OF COLCHESTER  
And  
COLCHESTER FIREFIGHTERS UNION  
UPFFA, IAFF, LOCAL 3831

02/12/2010

The members of the Colchester Fire Fighters Local 3831 would agree to provide volunteer service to the Town of Colchester Fire Department, "Colchester Hayward Volunteer Fire Company" with the following understanding between all parties.

- (1) That any career member who chooses to volunteer during his / her off duty hours is only subject to the "company" rules, regulations and by-laws while providing such volunteer service. That such service shall have no implications or impact on the member's employment or employment status.
- (2) That all of the current language in the contract including but not limited to; the hours of work, overtime compensation and emergency callbacks shall remain in effect.
- (3) That any call answered during "normal working hours" or "call back hours" that continues beyond those hours and any subsequent calls that are continuous to the first call shall be considered as overtime and be compensated as such.
- (4) That the current overtime policy regarding a callback of the paid staff for ambulance staffing when volunteers are not available to respond shall also remain in effect.
- (5) That any member who chooses to volunteer shall not be subject to the "Companies" requirement of mandatory ambulance "shift coverage" by all medical personnel.
- (6) That those members who choose to volunteer would be entitled to the same benefits and compensations currently afforded all volunteer members of the Colchester Hayward Volunteer Fire Company. That the member's total accumulated call points shall be reduced by forty percent (40%) when calculating points to determine eligibility for such benefits and compensations.
- (7) Any member holding any appointed or elected officer position within the fire company / department shall adhere to the policies and guidelines regarding such appointments.

Robert M. Dombroski  
President  
I.A.F.F. Local 3831

Walter Cox  
Chief  
Town of Colchester Fire Department

Donald S. Rowland

Donald R. Lee Jr.

Royce D. Knowles

Approved by First Selectman  
Greg Schuster

Date 3/5/10

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE  
TOWN OF COLCHESTER**

**AND**

**COLCHESTER FIRE FIGHTERS, LOCAL 3831, IAFF, AFL-CIO**

This Agreement is made between the Town of Colchester (hereinafter the "Town") and the Colchester Firefighters, Local 3831, International Association of Fire Fighters (hereinafter the "Union"), by and on behalf of its members:

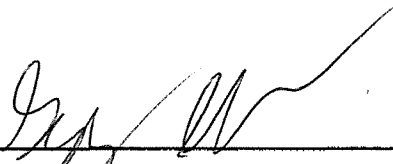
1. As soon as practicable following the execution of this Agreement and through the Fiscal Year 2010-2011 (which begins on July 1, 2010 and ends June 30, 2011), the Union agrees that the Town's contribution to the 401(a) plan pursuant to Article 22, Section 22.1 shall be reduced by one percent (1%) so that Town's contribution to the 401(a) plan shall be six percent (6%) through June 30, 2011. During this time period and through June 30, 2011, the required employee contribution to the 401(a) plan shall continue to be seven percent (7%).
2. In recognition of such concession referenced in Paragraph 1 of this Agreement, the Town and Union further agree as follows:
  - a. The Town shall not reduce the staffing of the Fire Department through layoff(s) of current bargaining unit members during the term of this Agreement, subject to the exceptions set forth below:
    - i. The Town maintains the right to reduce the current number of employees through layoff(s) if financial circumstances so dictate as solely determined by the Town. Such layoff(s) shall be in accordance with the terms and conditions set forth in the parties' 2009-2012 collective bargaining agreement.
    - ii. Prior to any layoff of a bargaining unit member(s), the Town shall notify the Union, and have a meeting to discuss other possible cost saving measures. Such meeting shall in no way require or obligate the Town to negotiate, nor shall it be construed to diminish the Town's management rights in any way. Furthermore, nothing herein shall be subject to interest arbitration under the provisions of the Municipal Employee Relations Act.

Should the Town reduce the current employees through layoff, then this entire Memorandum of Agreement shall become null and void and all provisions of the 2009-2012 contract between the Town and Union abridged, modified, or changed pursuant to this Agreement and such Agreement's duration shall immediately cease, and revert back to such provision as contained in the 2009-2012 collective bargaining agreement and all bargaining unit members shall be made whole.

3. All rights, benefits and privileges which the employees and/or the Town had prior to the execution of this Agreement which are not specifically provided for or abridged by this Agreement, shall remain in force and protected by the 2009-2012 contract between the parties.
4. This Agreement or any extension there of shall not establish any practice or precedent except as otherwise provided herein. Furthermore, the parties specifically agree that this Agreement shall not be used in, or otherwise prejudice any other proceedings or negotiations between the parties except one to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 10<sup>th</sup> day of May, 2010.

**FOR THE TOWN**

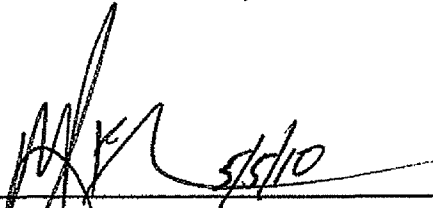


Hon. Gregg Schuster, First Selectman

\_\_\_\_\_  
Chief Walter Cox

**FOR THE UNION**

\_\_\_\_\_  
Robert Dombroski, Local 3831



Matthew Flor  
IAFF Staff Representative

MEMORANDUM OF AGREEMENT

BETWEEN THE

TOWN OF COLCHESTER

AND

COLCHESTER FIRE FIGHTERS, LOCAL 3831, IAFF, AFL-CIO

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and the Colchester Firefighters, Local 3831, International Association of Fire Fighters (hereinafter the "Union") by and on behalf of its members:

WHEREAS, the Town and/or Colchester Fire Department has been awarded certain grant funds pursuant to the 2008 SAFER Program that is administered by FEMA and subject to certain requirements;

WHEREAS, such grant funds will be utilized for authorized expenditures, including but not limited to the hiring of additional full-time and part-time line firefighter/EMTs;

WHEREAS, it is anticipated that such personnel shall be hired on or after January 1, 2010; and

WHEREAS, the parties wish to confirm their understanding with respect to issues related to hiring of such personnel;

THEREFORE, the Parties hereby agree as follows:

1. Recognition

- a. The parties agree and acknowledge that any full-time firefighters hired with the funds referenced above shall become members of the Union in accordance with the applicable provisions of the contract.
- b. It is further understood that any part-time firefighter/EMTs hired with the SAFER grant funds shall not become members of the bargaining unit and their employment may not be subject to the terms of the collective bargaining agreement.



2. **Seniority and Probationary Period**

- a. It is understood that the seniority of any new bargaining unit members shall be based on the provisions of Section 4.1 of the collective bargaining agreement. In lieu of Section 4.8, in the event of the appointment of more than one employee on the same day seniority shall be determined by the overall score of the candidate with the highest score being ranked highest of the seniority list.
- b. It is understood that all new firefighter/EMTs shall serve a probationary period of twelve months in accordance with Section 4.5 of the collective bargaining agreement.
- c. For up to 30 days following their date of hire, the new full-time staff members shall work the hours of the day shift for training purposes. It is understood that this 30-day time period may be extended at the sole discretion of the Chief with notice to the Union.

3. **Scheduling and Hours of Work**

- a. It is understood and acknowledged that, at this time, it is anticipated that the new two full-time firefighter/EMT staff members will be assigned to regularly staff an overnight shift on a Monday through Friday basis for a 40 hour workweek. The hours of such shift shall be established by the Town's Fire Chief with notice to the Union of same.
- b. It is understood and acknowledged that, at this time, it is anticipated that the two part-time firefighter/EMT staff members that are hired will be assigned to regularly work an eight to ten-hour shift primarily on weekend evenings.
- c. On a non-precedent setting basis from the date of this Agreement through the date of any meeting held pursuant to paragraph 4a of this Agreement, the Town and the Union agree that the "alternative work period/FLSA" provisions of the collective bargaining agreement shall not be operative with respect to any newly hired firefighter/EMT who is a member of this bargaining unit.
- d. On a non-precedent setting basis from the date of this Agreement through the date of any meeting held pursuant to paragraph 4a of this Agreement, the Town and the Union agree that ambulance duty and callback shall continue in accordance with the current contract language and practice of the parties.

4. Labor Management Meeting

- a. The Town and the Union agree that representatives of the parties shall meet no later than two months following the training period as set forth in paragraph 2c of this Agreement to discuss any issues related to the hiring and assimilation of the new full-time firefighter/EMTs including but not limited to scheduling and work hours, filling of vacancies, overtime distribution, callback, possible limits on the number of consecutive shifts that may be worked, and the "alternative work period/FLSA" provisions of the collective bargaining agreement.
- b. Any agreements based on such meeting shall be reduced to writing.

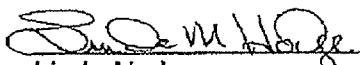
5. The parties expressly acknowledge and agree that this Memorandum of Agreement constitutes their entire agreement and that any mutually agreed amendment, modification or any other change in this Agreement must be in writing.

6. Except as otherwise provided herein, this Agreement shall not establish any precedent or practice in any way relating to any present or future bargaining unit employee and shall not otherwise prejudice the respective positions of the parties concerning this or any other matter. Furthermore, this Agreement shall not be used in any other proceeding or action, including contract negotiations or interest arbitration, between the parties except one to enforce this Agreement.

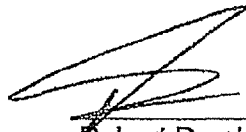
IN WITNESS WHEREOF, the parties have caused their names to be signed on the dates referenced below.

FOR THE TOWN

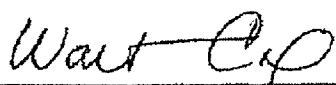
FOR THE UNION

  
 Linda Hodge  
 First Selectwoman


11/4/09  
 Date

  
 Robert Dombroski  
 Union President

11/02/09  
 Date

  
 Chief Walter Cox  
 Fire Chief

11/02/09  
 Date

  
 Matthew Flor  
 IAFF/UPFFA Staff Representative

11/13/09  
 Date