

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Regular Meeting Agenda
Thursday, March 1 2012
Colchester Town Hall

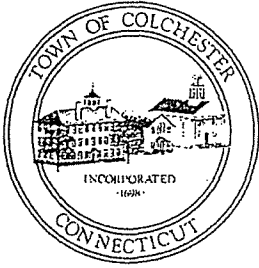
Meeting Room 1 – 7:00pm

REVISED

RECEIVED
COLCHESTER, CT
2012 FEB 28 PM 1:50
Nancy A. Bray
NANCY A. BRAY
TOWN CLERK

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the February 18, 2012 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. 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 FY 2012 Emergency Management Performance Grant Program
9. Discussion and Possible Action for State Matching Grant Program for Elderly and Disabled Demand Responsive Transportation
10. Discussion and Possible Action on Architect Selection for Schematic Design on WJJMS Project
11. Discussion and Possible Action on Personnel Policy
 - a. Section I, pages 1 - 7 (2nd Reading)
 - b. Section II, pages 7 - 15 (1st Reading)
12. Discussion and Possible Action on FY 2012-2013 Budget
13. Citizen's Comments
14. First Selectman's Report
15. Liaison Report
16. Executive Session to Discuss Negotiations with Colchester Firefighters Union, UPPFA, IAFF, Local #3831
17. Executive Session to Discuss Municipal Employees Union, Local 506, SEIU, AFL-CIO, CLC (Town Administrators) Contract

18. Discussion and Possible Action on Municipal Employees Union, Local 506, SEIU, AFL-CIO, CLC (Town Administrators) Contract
19. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

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

Meeting Room 1 – 7:00pm

NANCY A. BRAY
TOWN CLERK

2012 FEB 17 AM 11:10

RECEIVED
COLCHESTER, CT

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

MEMBERS ABSENT: First Selectman Gregg Schuster

OTHERS PRESENT: Derrik Kennedy, James Paggioli, Patti White, Walter Cox, Art Shilosky, and other citizens.

1. Call to Order

S. Soby called the Board of Selectmen Regular meeting to order at 7:00 p.m.

2. Additions to the Agenda

J. Ford moved to add to the agenda item #3, "Appointment of Temporary Chair," #6b, "Ethics Commission. Member re-appointment for a three-year term to expire 01/31/2015. Andrea Riley to be interviewed," and #15, "Discussion and Possible Action on Animal Control Meeting and setting of special Board of Selectmen Meeting;" and delete from the agenda items #17, 18, and 19; and renumber accordingly; seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

3. Appointment of Temporary Chair

R. Coyle moved to appoint S. Soby as temporary chair, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

4. Approve Minutes of the February 2, 2012 Regular Board of Selectmen Meeting

R. Coyle moved to approve the minutes of the February 2, 2012 Regular Board of Selectmen meeting, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

5. Citizen's Comments

D. Martin expressed concern with regards to the CHFVD Task Force and selectman's charge on issues #4 and #5 of the Task Force Memo, with volunteers agreeing, and ask selectmen to drop those tasks from the charge and keep it to encouraging volunteers to aspire to become officers.

W. Cox commented on the Task Force's need to focus on recruitment and retention of volunteers only.

6. 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.**

R. Coyle moved to re-appoint Robert Gustafson as a member to the Commission on Aging for a three-year term to expire 12/01/2014, seconded by. Unanimously approved. MOTION CARRIED.

- b. **Ethics Commission. Member re-appointment for a three-year term to expire 01/31/2015. Andrea Riley to be interviewed.**
The Board has received notice that Ms. Riley has removed her name from possible re-appointment. The Board also understood that with the vacancy due to Ms. Riley and another member out-of-town, the Commission cannot have a quorum until further appointments are made.
- c. **Housing Authority. Member re-appointment for a five-year term to expire 05/30/2016. Marion Spaulding to be interviewed.**
R. Coyle moved to re-appoint Marion Spaulding as a member to the Housing Authority for a five-year term to expire 05/30/2016, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
- d. **Planning & Zoning Commission. Member or Alternate Appointment. David Wasniewski to be interviewed.**
David Wasniewski was absent.

7. **Budget Transfers**

None.

8. **Tax Refunds & Rebates**

J. Ford moved to approve tax refunds in the amount of \$136.75 to Toyota Motor Credit and \$53.00 to Wheels LT, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

9. **Discussion and Possible Action on Senior Center Exercise Instructor Contract**
R. Coyle moved to authorize Gregg Schuster, First Selectman, to sign the contract for exercise instructor Gina Schriver for a term to begin on February 17, 2012 and end on December 31, 2012; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

10. **Discussion and Possible Action on Title III Grant Renewal**

R. Coyle moved to 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, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

11. **Discussion and Possible Action on Making Memories Coordinator Contract**

R. Coyle moved to authorize Gregg Schuster, First Selectman, to sign a contract with Katherine Kosiba as Substitute Making Memories Program Coordinator for a term to begin on March 1, 2012 and end on March 31, 2012; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

12. **Discussion and Possible Action on Unemployment Tax Management Corporation Service Agreement**

G. Cordova moved to approve the service agreement with Unemployment Tax Management Corporation and authorize the First Selectman to sign all necessary documents, seconded by J. Ford. Unanimously approved. MOTION CARRIED.

13. **Discussion and Possible Action on Open Space Advisory Committee**

Discussion by the Board included possibly amending the current ordinance to continue with designated seats for selected interest groups, adding the Agriculture to such a seat, and keeping the remaining seats, "at-large," with no Town staff as commission members. No action was taken.

14. Discussion and Possible Action on Personnel Policy

Edits and corrections to section one of the draft were noted. No action taken.

15. Discussion and Possible Action on Animal Control Meeting and Setting of Special Board of Selectmen Meeting

J. Ford commented on the number of questions and concerns that were expressed to him over the animal control articles in the paper and believes that they deserve the attention of the Board of Selectmen in a special meeting. R. Coyle agreed. G. Cordova commented on the need for all selectmen, in a called meeting, to be involved as the personnel issue is a management concern. The Board agreed that the issue needs to be heard and investigated, to determine who is responsible, and possible next steps. It was commented that the notice of the public forum on February 23 could have had better notification. J. Ford moved to set a special board of selectmen meeting for February 23 at 6:00 p.m. to conduct an informational meeting to discuss the dog pound issue, seconded by R. Coyle. J. Ford and R. Coyle voting in favor. G. Cordova and S. Soby voting against. MOTION DEFEATED.

16. Citizen's Comments

None.

17. First Selectman's Report

None.

18. Liaison Report

R. Coyle reported that the Building Committee has been working very hard and has done their due-diligence on selecting the appropriate architect for the Senior/Community Center and all interviews and ratings were done very well. The selection of the architect was almost unanimous and the Committee is working hard to keep to the established time line. The Selectman also reported that the Commission on Aging has toured the Johnston School, seen the space, and are pleased. Building Committee members were in attendance and answered any questions Aging Commission members had with regards to the project. The Commission is still working on the Handyman Service and are now also working on a Senior Resources list for different types of services available for the senior population of Colchester.

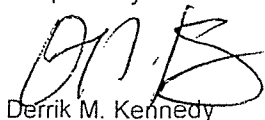
S. Soby reported that the Planning & Zoning Commission approved two subdivisions and the zoning regulations have been revised and are now being edited by staff based on Commission comments.

J. Ford reported that the Conservation Commission heard three applications, two subdivisions have been approved with condition, and a past applicant asked to have their application re-heard, but it was denied due to the Commission stating it has been duly heard and acted on.

19. Adjourn

G. Cordova moved to adjourn at 7:52 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Derrik M. Kennedy
Executive Assistant to the First Selectman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

February 28, 2012

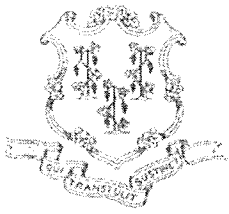
TO: Board of Selectman

FROM: N. Reed Gustafson – Emergency Management Director

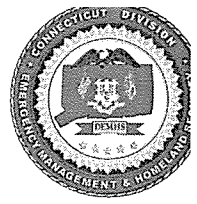
RE: EMPG Grant Application

The EMPG (Emergency Management Program Grant) allows the Town of Colchester to receive a reimbursement for FEMA for fifty percent of the Emergency Management Directors salary as well as fifty percent of the internet and phone cost at the EOC. The only requirement is that the EOC participate in the quarterly radio test with the DEMHS Region 4 office.

I recommend the Board of Selectman approve this grant request with a “Motion to approve the 2012 EMPG grant application and the First Selectman to sign all necessary documents for same”.



STATE OF CONNECTICUT
DEPT. OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



To: Region 4 EMD's
From: Anthony Scalora, DESPP/DEMHS Region 4 Coordinator
Date: December 21, 2011
Subject: FFY 2012 EMPG Program Application

It is now time again to prepare your budget and application for the State and Local Assistance Program (SLA) that provides funding for municipal Emergency Operations Centers (EOC), staffing and other emergency management activities.

Enclosed is your FFY 2012 Emergency Management Performance Grant (EMPG) application package. This package includes all of the forms necessary to complete the application. In order to receive full funding, municipalities must complete the program requirements listed in the Advisory Bulletin and prepare an application for the performance period of 10/1/11 through 9/30/12. **This package must be returned by mail to the Region 4 Office by February 29, 2012.**

The per capita allocation for FFY 2012 will be \$0.50 cents per capita (same as FFY 2012). For a community of 20,000 residents this per capita allocation will provide \$10,000 in Federal funding which requires an equal amount in cash or in-kind match provided by the municipality. The in-kind cost cap remains at \$10,000 and the in-kind share cap remains at 33% (see attached Advisory Bulletin for details).

The Department of Emergency Services and Public Protection (DESPP) Division of Emergency Management and Homeland Security (DEMHS) does require all towns participating in the EMPG to have a fully functional Emergency Operations Center, a high band radio, WEB EOC, updated local Emergency Operations Plan, and agree to submit local shelter data to DEMHS. I strongly recommend that your community take advantage of this valuable program to sustain and enhance your emergency management programs. If you have any questions, please feel free to contact the Region 4 Office at 860-537-7560.

Sincerely,

Anthony Scalora
Region 4 Coordinator

**Emergency Management Performance Grant
ANNUAL APPLICATION PACKAGE**

Page Contents

- 1 Contents of Application Package
- 2 Instructions to Applicants
- 3 Advisory Bulletin 2012-2 **Review bulletin prior to filling out package.**

-----Mandatory Forms Required in Application-----

- 8 Acceptance of Conditions **Required**
- 10 Municipal Resolution **Submitted With Homeland Security Grant***
- 13 Budget for FFY 2012 **Required**
- 14 Master Staffing Pattern **Required**
- 15 Loyalty Oath - Advisory **Required - Must be taken annually by all employees receiving funding from the EMPG Bulletin 2007-4**
- 17 Waiver of Match **Required**

-----Other Program Forms (Use When Necessary)-----

- 19 Reimbursement Request forms **Required for quarterly reimbursement.**
- 21 EMD Job Description **Optional – Only Required if EMD is new to his/her position.**
- 23 Deputy EMD Job Description **Optional – Only required if Deputy EMD is new to his/her position.**
- 25 Support Staff Job Description **Optional – Only required if support staff are new to his/her positions.**

See Attached Quarterly Financial and Progress Reports **Required for quarterly reimbursement**

-----Program Guidance Documents-----

- 27 **Frequently Asked Questions**
Animal Evacuation Guidance **Guidance is Available at**
http://www.ct.gov/DESPP/lib/DESPP/annex_m_pet_mgmt_plan_2_19_08.doc

***The Municipal Resolution is only required if the CEO has changed since the last Municipal Resolution was submitted with the Homeland Security Grant program application.**

**Please return completed package to the Regional Coordinator:
Anthony Scalora, Region 4 Coordinator
DEMHS Region 4, CSP Troop K – 15-B Old Hartford Road, Colchester, CT 06415**

Instructions to Applicants

1. Please read Advisory Bulletin 2012-2 first.
2. If your town did not prepare a municipal resolution for the FFY 2010 Homeland Security Grant Program (if you are unsure, please contact your Regional Coordinator), please prepare a municipal resolution authorizing you to sign the acceptance of conditions.
3. Fill in the budget forms (please note that some in-kind services are allowed) for the performance period of 10/1/11 through 9/30/12.
4. Complete the master staffing pattern Form 85-17 on page 14.
5. When submitting your quarterly reimbursement requests, please use the reimbursement request forms on page 19 and provide the backup documentation (copies of checks, invoices and time sheets).
6. Also, please review the remaining list of enclosed forms to determine if any of these forms are required for your application (e.g. if your community has hired a new Emergency Management Director, a new job description must be filled out and signed by the EMD and Chief Executive Officer).

Once all of the necessary forms are filled out and signed, you can complete the application by signing and dating the Acceptance of Conditions on page 8.

To: Emergency Management Program Grant (EMPG) Supported Local Directors

Subject: Allowable Emergency Management Performance Grant Payments to Towns and Cities

1. Purpose: The purpose of this Advisory Bulletin is to establish a uniform policy for the Emergency Management Performance Grant (EMPG) payments to towns. Each town's annual budget submission will be reviewed for compliance with this bulletin and references. Items not in compliance will be deleted. The State and Local Assistance Program (SLA) is funded by the Emergency Management Performance Grant (EMPG). The Department of Emergency Services and Public Protection is the State Administrative Agency (SAA) for the EMPG; therefore, the Commissioner of DESPP, or his designee, has sole authority to allocate funding from the EMPG and designate an eligible funding match to the EMPG.
2. Historical References:
 - a. Civil Preparedness Guide 1-3, August 1992.
 - b. Civil Preparedness Guide 1-8A, October 1985. This Guide lists most of the criteria for an eligible Civil Preparedness program.
 - c. Division of Emergency Management and Homeland Security EMPG SLA Application Package is issued annually with attachments. This letter requests each EMPG supported town to submit an annual request for EMPG funding.
3. General Considerations and Objectives of this Policy:
 - a. Federal funding constraints will determine the total annual allocation.
 - b. Town/City allocations are calculated based on a per capita basis.
 - c. The purpose of the EMPG Program is to provide financial assistance to jurisdictions for developing and staffing a comprehensive, all-hazard Emergency Management program.
 - d. The program is performance oriented and requires participating jurisdictions to demonstrate a commitment to planning, training and exercises to build and improve their ability to respond to all-hazard emergencies and coordinating a multi agency emergency response.
 - e. This program will reimburse up to 50% of eligible costs associated with creating and maintaining a comprehensive all Hazard Emergency Management program.
4. Criteria Governing Allowable Costs: These criteria are required in order to insure equitable allocation of limited funds by restricting expenditures not essential to maintaining an Emergency Management program and to achieve economies demanded by federal budget constraints. All costs are federally reimbursable at 50% with a required 50% municipal match (cash and/or limited in-kind services).

Allowable Costs

- 1) Full-Time or Deputy Local Directors: May count 100% of their Salary and benefits to be reimbursed at a rate of 50%.
- 2) Full-Time Administrative or Support Staff: May count 100% of their Salary and benefits to be reimbursed at a rate of 50%.
- 3) Part-Time Local Director: Town paid salary and benefits are eligible if individual is not otherwise employed by the town. If the Director is otherwise employed by the town, then he or she may only count the percentage of their salary and benefits for time actually employed in emergency management (civil preparedness) programs management towards reimbursement.
- 4) Part-Time Deputy Local Director: Town paid salary and benefits are eligible if individual is not otherwise employed by town. If the Deputy Director is otherwise employed by the town, then he or she may only count the percentage of their salary and benefits for time actually employed in emergency management (civil preparedness) programs management towards reimbursement. All work will be reimbursed at a rate of 50%. **If the town chooses to have a part-time deputy local director, any EMPG funds used must be taken from the town's existing EMPG annual allocation—no additional funds will be provided for this position.**
- 5) Part-Time Administrative or Support Staff:
 - (a) Not Otherwise Employed by the Town – Part-time administrative or support staff is eligible in the same manner as full-time staff.
 - (b) Otherwise Employed by the Town – Town employees performing civil preparedness work may count 100% of their time on an hourly basis. All work will be based upon the percentage of time actually employed in emergency management (civil preparedness) programs management. The salary and benefits are reimbursed at a rate of 50%.
- 6) Emergency Management Directors (EMDs) Serving in more than One Municipality. Under certain circumstances, an individual may serve as the EMD for more than one municipality. The following circumstances must be met:
 - Towns considering sharing one EMD must submit a written proposal to the DESPP Commissioner, or his designee;
 - In addition to the conditions shown below, the proposal must explain how the EMD will be compensated and by whom. The EMD must not replicate the same hours for both towns. The EMD and the towns must show that each town is paying for a discrete, separate number of hours, and must ensure that no double billing for hours occurs;
 - If approved by the DESPP Commissioner, or his designee, the merger plan/agreement must be signed by each town's chief executive officer;
 - The plan/agreement must be reviewed and signed off on formally by each CEO annually, and must be annexed to the local emergency operations plan of each town;

- There must be at least one additional individual in each town, besides the EMD, who has received the proper training on NIMS, high band radio use, Web EOC, shelter information, and whatever other information is deemed necessary by DEMHS or the town to perform the duties of an emergency management director in an emergency;
 - Each town must have functioning emergency management equipment, especially communications equipment. If the towns are very small, it might be possible for them to merge their Emergency Operations Centers, however each town must have and maintain basic equipment, kept in working condition and tested regularly;
 - As a general rule, the towns should be contiguous, or there must be an explanation in the agreement between the towns as to why these towns are sharing an EMD.
- 7) Travel / Training Costs: Requests for reimbursement of travel costs for training and travel in direct support of the emergency management program will be approved on a case by case basis and must be submitted to DEMHS via the respective Regional Coordinator for prior approval within the existing annual budget (no budget increase). Reimbursements will be paid within the quarterly reimbursement and audit quality documentation of expenditures will be required.
- 8) EOC Communications Costs:
- (a) A main voice phone line and 1 FAX line are allowable providing they are used for Emergency Management program support only.
 - (b) Cell phone, Blackberry or Pager service for the EMD.
 - (c) Satellite TV (preferred) or Cable TV equipment and monthly costs.
 - (d) Satellite Radio Network
- 9) Information Technology (IT) Equipment for EOC:
- (a) Desktop computers (at least one must be equipped with Web EOC).
 - (b) Laptop computers (at least one must be equipped with Web EOC).
Laptop computers also must be placed on the town equipment inventory system.
 - (c) Networked printers, fax machines and scanners.
 - (d) Wireless networking (WI-FI) at the local EOC. (Note: Will only be considered eligible if the EOC is already equipped with a main voice phone, fax line, cell phones, pager service, a high-band radio and WEB EOC).
 - (e) Ham radios (Go Kits).
 - (f) Internet Service Provider (ISP) costs.
- 10) All Other Expenses: Other costs that are in direct support of the local Emergency Management Program may be included in the proposed budget and must be pre approved by DEMHS on a case by case basis if funding is available.

Un-Allowed Costs

- 1) Part-Time Deputy Directors, Liaison Representatives or Similar Positions who are employed by the Town in a Non-Civil Preparedness Position: EMPG

reimbursement of salaries is not authorized. An exception may be requested in cases when the Deputy is temporarily performing the duties of a full-time Deputy Director; reimbursement will be limited to the period of substitution. An exception may be requested on a project application basis when the representative is required to work on an emergency management project; reimbursement will be limited to 20% of the annual allocation for that town.

Allowed In-Kind Costs:

The total aggregate (Federal Reimbursement) of all in-kind costs claimed under this section cannot exceed \$10,000 or 33% of the total municipal EMPG budget (whichever is lesser).

The following in-kind costs are allowable and mutually exclusive under this section:

- 1) Volunteer time for local Directors and Deputy Directors (for work that would otherwise be eligible for full-time pay) will be counted as in-kind services at a rate of \$30.00 per hour up to \$240.00 per day.
- 2) Volunteer time for clerical or administrative support (for work that would otherwise be eligible for full-time pay) will be counted as in-kind services at a rate of \$25.00 per hour up to \$200.00 per day.
- 3) Maintenance of a Direction and Control communications system (batteries, repairs, repair parts, monthly telephone costs) and service charges is allowable for EOC equipment.
- 4) Donated equipment (new equipment only) for use in the EOC.

Un-Allowed In-Kind Costs:

- 1) Any costs counted towards other federal cost-sharing requirements cannot be claimed under this cost-sharing in-kind service.
- 2) Costs that exceed \$10,000 or 33% of the total municipal EMPG budget (whichever is lesser).

Further guidance is available in 44 CFR Section 13.24 (Google on the web).

5. Program Requirements: In order to participate in the EMPG SLA program, jurisdictions must meet the following criteria. Failure to meet these minimum criteria by the end of the fiscal year (plus a 90-day grace period) will result in a funding reduction for the following fiscal year.

TASK #	Description	Reduction Percentage
1	Have an officially appointed Emergency Management Director (EMD).	Funding suspended until condition is met.
2	Have a local Emergency Operations Plan (EOP) updated annually and signed by the EMD and Chief Executive Officer of that jurisdiction. The EOP must also be approved by the Commissioner of DESPP or his designee.	Funding suspended until condition is met.

3	Participate in the State DEMHS High-band radio network.	Funding suspended until condition is met.
4	Participation in the WEB EOC computer network.	Funding suspended until condition is met.
5	Towns must submit sheltering data to DEMHS to Rita Stewart at rita.stewart@ct.gov or in conjunction with Item #2 above.	Funding suspended until condition is met.
6	EMDs must provide 24 hour contact information to their respective DEMHS Regional Coordinator to facilitate emergency situation reporting and coordination of requests for state assistance.	5% of annual budget.
7	Conduct at least 1 exercise of their EOP annually and submit after action reviews to DEMHS through their respective Regional Coordinator. Major activations (including situation reports to substantiate the activation) also qualify.	5% of annual budget.
8	Submit an annual proposed budget to DEMHS through their respective Regional Coordinator.	5% of annual budget.
9	Submit audit quality documentation (Reimbursement Request Forms, Financial and Progress Reports) of program expenses to DEMHS on a quarterly basis through their respective Regional Coordinator in a timely manner.	Failure to submit audit quality document will result in non-reimbursement of expenses.

6. Program Assistance: DEMHS Regional Coordinators will be available to assist jurisdictions in development of budget proposals, reimbursement requests and all associated reporting and documentation associated with this program.

Regional Coordinators will review all budget submissions and make recommendations on EMPG program eligibility, and make submissions along with recommendations to DESPP HQ for final approval.

Signed Copy on File 12/20/11
 William J. Hackett Date
 Director

Supersedes edition of August 10th, 2010



EMPG STATE AND LOCAL ASSISTANCE (SLA) PROGRAM



ACCEPTANCE OF EMPG PROGRAM CONDITIONS OF ELIGIBILITY & BUDGET ESTIMATE FOR FFY 2012 (10/1/11 – 9/30/12)

The Town of Colchester accepts these conditions of eligibility to apply for Emergency Management Performance Grant (EMPG) program funding support for Federal Fiscal Year (FFY) 2012 which began on October 1st, 2011. (See DEMHS Advisory Bulletin 2012-2 Revised on 12/20/11 for additional guidance).

1. The receipt of EMPG funding brings with it a commitment on the part of the municipality to increase operational capability through the funding of personnel and administrative expenses.
2. The municipality will keep records of expenditures in accordance with the State Single Audit Act and will make records available to representatives of the Federal Emergency Management Agency (FEMA) and the Department of Emergency Services and Public Protection Division of Emergency Management and Homeland Security (DESPP / DEMHS) during regular business hours. All Federal Emergency Management Agency EMPG guidelines shall also apply.
3. Any individual whose salary is paid on a part-time or full-time basis under the EMPG program will be placed under the merit system personnel procedures promulgated by and meeting the standards of the Federal Office of Management and Budget.
4. The Connecticut Loyalty Oath for Civil Preparedness (C.G.S. Section 28-12) will be taken annually by all local personnel orally before a local civil preparedness officer or officers (emergency management director) empowered by the DESPP Commissioner, or his designee. The oath must also be taken orally by all volunteers entering on-duty with DEMHS, regardless of whether or not they are being reimbursed from EMPG funds.
5. Acceptance of an award under this program, as demonstrated in the execution of this application package and the issuance of a sub-grant by DESPP / DEMHS, constitutes a legally binding agreement, including an agreement to abide by and comply with all relevant and applicable state and federal statutes, regulations and conditions.
6. The municipality will submit promptly to DEMHS excerpts of all audit reports prepared in accordance with the Single Audit Act (P.L. 98-502) and/or State statute, sufficient to identify the jurisdiction, the auditor(s) and the period audited, to include all references to funds received from DESPP / DEMHS or the Federal Emergency Management Agency.

Signature of Chief Executive Officer indicates acceptance of these six conditions.

Signed: _____
Typed Name: _____ Title: _____

Date: _____

Acknowledged By: _____
Emergency Management Director

Date: _____

If your town has not previously approved a blanket resolution (see next page) which grants the Chief Executive the authority to sign multiple documents with DESPP / DEMHS on behalf of the municipality (e.g. the Homeland Security Grant Program Memorandum of Agreement) please prepare a blanket resolution for the EMPG.

If your town has an existing blanket resolution, no action is required at this time. Existing resolutions may be used if the following two conditions are met:

1. The resolution may be reused if none of the information contained therein has changed.
2. The Chief Executive Officer has not changed since the resolution was authorized.

If you are unsure if your town has an existing blanket resolution, municipalities may verify if they have submitted a blanket resolution in the past by contacting their DEMHS Regional Coordinator.

AUTHORIZING RESOLUTION OF THE

(insert name of governing body--for example, town council)

CERTIFICATION:

I, _____, the _____ of _____,

(keeper of the records—for ex. town clerk or secretary of council)

do hereby certify that the following is a true and correct copy of a resolution adopted by

_____ at its duly called and held meeting on _____, 2012,

(name of governing body)

at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the _____ may enter into with and deliver to the

(name of governing body)

State of Connecticut Department of Emergency Services and Public Protection including the Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that _____, as _____ of

(name and title of officer)

_____,

(name of governing body)

is authorized and directed to execute and deliver any and all documents on behalf of the _____

(name of governing body)

and to do and perform all acts and things which he/she deems to be necessary or

appropriate to carry out the terms of such documents.

The undersigned further certifies that _____

(name of officer)

now holds the office of _____ and that he/she has held
that office since _____.

IN WITNESS WHEREOF: The undersigned has executed this certificate this ____ day
of _____ 2012.

(Name and title of record keeper)

PLACE
SEAL
HERE
(or "L.S."
if no seal)

BUDGET PREPARATION

On the following page please provide a fiscal estimate of federal funds required to operate your emergency management program on a day to day basis. This request should be based on anticipated funding at the local level. Remember that your request covers the period from October 1, 2011 through September 30, 2012 (Federal Fiscal Year 2012).

Costs should be divided into the following categories:

1. **Personnel Compensation** – Includes salary, payments for vacation, sick leave, terminal leave, employer’s contribution for Social Security, employee’s health insurance, un-employment compensation contributions, worker’s compensation insurance and pension plans.
2. **In-Kind Costs** - The total aggregate of all in-kind costs cannot exceed \$10,000 or 33% of the total municipal EMPG budget (whichever is lesser). In-kind costs may include; 1) Volunteer time for local Directors and Deputy Directors at a rate of \$30.00 per hour, 2) Volunteer time for clerical or administrative support at a rate of \$25.00 per hour, 3) Maintenance and/or Operations costs of EOC equipment, and 4) Donated equipment (new equipment only) for use in the EOC.
3. **Communications Costs** - A main voice phone line and 1 FAX line are allowable providing they are used for emergency management program support only. Cell phone, Blackberry or Pager service for the EMD is also allowable and Satellite TV (preferred) or Cable TV equipment and monthly costs are allowable along with other (pre-approved) communications equipment for the EOC.
4. **Information Technology (IT) Equipment for EOC** - Desktop computers (must be equipped with Web EOC), networked printers, fax machines and scanners. Other optional equipment such as wireless networking (WI-FI) and GPS Navigation Systems will only be considered eligible if the EOC is already equipped with a main voice phone, fax line, cell phones, pager service, WEB EOC and a high-band radio.
5. **All Other Expenses** - Other costs that are in direct support of the local emergency management program may be included in the proposed budget and may be approved on a case by case basis if funding is available. Priority for funding will be given to personnel costs. Basic communications as outlined above will be given second priority.

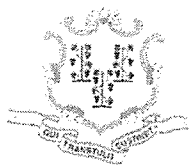
Please Note:

1. See **DEMHS Advisory Bulletin 2012-2 (Rev. 12/20/11) for additional guidance.**
2. **Enter the total cost. The amount of the Federal share requested (50% of total cost) will be calculated automatically.**

Emergency Management Performance Grant Application Package

Master Staffing Pattern

FEDERAL EMERGENCY MANAGEMENT AGENCY EMERGENCY MANAGEMENT ASSISTANCE STAFFING PATTERN					FISCAL YEAR 2012	O.M.B. No. 3067-0090
NAME OF ORGANIZATION Colchester					STATE CONNECTICUT	DATE 10/01/11
POSITION TITLE (1)	GROSS ANNUAL SALARY (Fed. Share) (2)	FEMA FUNDING PROGRAM (3)	WORK YEARS (4)	DATE HIRED OR VACANCY (Mo/Yr) (5)	REMARKS (Name -- Optional) (6)	
Emergency Management Director	\$ 2,268	EMPG	32	2/80	Reed Gustafson	
Deputy EMD		N/A			Donald Lee	
E. M. Secretary		N/A			N/A	
First Selectman		N/A			Gregg Schuster	
Fire Marshal		N/A			Reed Gustafson	
Fire Chief		N/A			Walter Cox	
Police Chief		N/A				
Public Works Director		N/A			James Paggioli	
Health Director		N/A				
Operations Officer		N/A			Kevin McManus	
Radiological Protection Officer		N/A				
Assist. RADEF Officer		N/A				
Communications Officer		N/A			Charles Dutch	
Damage Assessment Officer		N/A			Timothy York	
Shelter Officer		N/A			Ellen Gustafson	



STATE OF CONNECTICUT
DEPARTMENT OF
EMERGENCY MANAGEMENT AND HOMELAND SECURITY



OFFICE OF THE COMMISSIONER

AMENDED ADVISORY BULLETIN 2007-4
Issued November 2, 2007, amended February 8, 2008

RE: ADMINISTRATION OF LOYALTY OATH TO CIVIL PREPAREDNESS
FORCE MEMBERS

State law requires each person who is appointed to serve in a civil preparedness organization to take an annual oath before a local civil preparedness officer or officers empowered by the Commissioner of the Department of Emergency Management and Homeland Security (DEMHS) to enlist volunteers. In order to fulfill this requirement, the Commissioner of DEMHS has designated the following DEMHS officials and employees to be able to administer the oath to local emergency management directors (EMDs):

- Commissioner
- Deputy Commissioner
- Director of Emergency Management and Homeland Security
- Legal Advisor
- Emergency Management Planning Supervisor assigned to Operations
- Regional Coordinators

The local EMDs will then be authorized to administer the oath to local volunteers for purposes of Title 28. **If the EMD is not available to administer this oath, then the Town or City Clerk is empowered by the Commissioner of DEMHS to administer the oath. The Clerk must maintain a roster of civil preparedness force members sworn in for purposes of Title 28, and provide the roster to the EMD. The local EMD is required by statute to provide to DEMHS a roster of sworn civil preparedness force members on or before the fifteenth of August each year.**

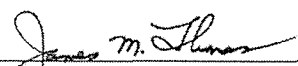
The current language of the oath is as follows:

“I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Connecticut, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.”

Statutory authority:

- Connecticut General Statutes Title 28, §28-12, as amended by Public Act No. 07-173, section 4, effective October 1, 2007.

Issued by Order of the Commissioner of the Department of Emergency Management and Homeland Security:


James M. Thomas, Commissioner

February 8, 2008
Date

25 SIGOURNEY STREET, 6TH FLOOR, HARTFORD, CT 06106-5042
AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER



LOYALTY OATH LOG TOWN OF COLCHESTER

NAME	ADDRESS	PHONE NUMBER
Gregg Schuster	127 Norwich Avenue Colchester	860-537-7220
Walter Cox	52 Old Hartford Road Colchester	860-537-2512
James Paggioli	127 Norwich Avenue Colchester	860-537-7286
Kevin McManus	52 Old Hartford Road Colchester	860-537-2512
Ellen Gustafson	120 Longwood Drive Colchester	860-537-2847
Charles Dutch	392 South Main Street Colchester	860-537-3465
Jean Hess-Walsh	36 Gillettes Lane Colchester	860-537-8988
Richard Farrick	83 O'Connell Road Colchester	860-537-2248
Timothy York	127 Norwich Avenue Colchester	860-537-7284

I CERTIFY THAT THE ABOVE INDIVIDUALS WERE ADMINISTERED THE "LOYALTY OATH" PURSUANT TO CONNECTICUT GENERAL STATUTE 28-12.

M. Reed Gustafson
SIGNATURE

Emergency Management Director
TITLE

2/24/12
DATE

N. Reed Gustafson
PRINTED NAME

PRINTED TITLE

ORIGINAL: To be kept on file with the City/Town Emergency Management Director

COPY: To be provided to the DEMHS Regional Coordinator,
Department of Emergency Services and Public Protection



EMPG STATE AND LOCAL ASSISTANCE (SLA) PROGRAM

WAIVER OF EXCESS MATCH

The **Town of Colchester** verifies that expenses (both cash and in-kind services) submitted for reimbursement under the Emergency Management Performance Grant (EMPG) State and Local Assistance (SLA) program meet the following conditions:

1. Initial payment of the expense that will be submitted for reimbursement will not be made using a Federal source of funding.
2. The expense that will be submitted for reimbursement will not be used as a match against any other State, Federal or Local program.
3. The municipality authorizes the Department of Emergency Services and Public Protection to use any outstanding expenses as a matching source of funding to capture additional Federal or State Funding.

Signature of Chief Executive Officer indicates acceptance of these three conditions.

Signed: _____

Date: _____

Typed Name: _____

Title: _____

Acknowledged By: _____

Date: _____

Emergency Management Director

Emergency Management Performance Grant Application Package

The DEMHS SPGA Reimbursement Request form must be used to request reimbursement for bills paid or services rendered in support of the municipal emergency management program. The Reimbursement Request form must be signed by the Finance Director, Chief Executive Officer or a duly authorized designee. Municipalities may request reimbursements either quarterly, semi-annually or annually. Towns must have a fully approved sub-grant prior to the expenditure of funding at the start of the Federal Fiscal Year (FFY) on October 1st of each year.

REIMBURSEMENT MUST BE FOR BILLS PAID OR SERVICES RENDERED PRIOR TO THE DATE OF THE SIGNATURE ON THE REIMBURSEMENT REQUEST FORM.

All bills and services that are included on a reimbursement request must already have been paid by the town and the service completed prior to being requested for a reimbursement.

Some examples include:

1. A bill that was paid after the town submitted a request for reimbursement of that bill. An example would be a high speed internet bill for the first quarter. Although the internet service being billed for ended on 12/31/11, if the bill was paid by the town on January 15th, then the town must wait until January 15th to claim reimbursement. Towns should date their Reimbursement Request forms to end on January 15th, not December 31st in this case.
2. A service that extends beyond the date that the bill was paid by the town. One example of this is a cable TV contract. If the town signs the contract for six months on October 1st and pays for the service through 3/31/12, the town must wait until the service ends on 3/31/12 before claiming reimbursement for the cable bill. Towns should date their Reimbursement Request form to end on March 31, 2012 not October 1st in this case.
3. Any bills or services paid before the first quarter of a fiscal year (paid before October 1st) must be counted in the previous year's reimbursement request (within the 90-day closeout period mentioned below).
4. Some towns may have bills or services that extend beyond the 4th quarter that ends on September 30th. In these cases the towns have a 90-day closeout period to pay the bills or complete the services and request a reimbursement.
5. **All reimbursement requests for Federal Fiscal Year (FFY) 2012 ending on September 30, 2012 must be received by DEMHS by December 31, 2012 in order to be reimbursed.**

Colchester Senior Center

To: Board of Selectmen

From: Patti White, Director

Re: Grant Submission Request

Date: 2/24/12

Grantor: State of Connecticut Department of Transportation
Matching Grant Program for Elderly and Disabled Demand Responsive Transportation
State Fiscal Year 2013

Requested Amount: \$24,990

Submission date: April 2, 2012

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

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

Recommended Action to be taken:

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

Application For A State Matching Grant For Elderly And Disabled Demand
Responsive Transportation

For Services Operating in State Fiscal Year 2013

1. **General Information**

Legal name of applicant

Grant amount applying for: \$ _____

Address

Nine-digit Federal Employer Identification Number: _____ - _____ - _____

Please check one of the following:

Municipality Transit District Regional Planning Organization

Please check one of the following:

Repeat applicant New applicant

Contact information for questions on the application.

Name: _____

Title: _____

Telephone number: (_____) _____ - _____

Fax number: (_____) _____ - _____

Email Address: _____

The Connecticut Department of Transportation (Department) budget for this program requires that awards be reduced by 25% again this year. In spite of this, please prepare your application as if funding was not reduced. The Department will adjust the awards to reflect the available budget.

2. **Questions**

a) If the applicant is a **municipality**, does your municipality currently provide or contract for dial-a-ride transportation services?

_____ yes _____ no

(Dial-a-ride transportation is defined as a type of transit service where individual passengers can request transportation from a specific location to another specific location at a certain time. Transit vehicles providing dial-a-ride service do not follow a fixed route, but travel throughout the community transporting passengers between their specific requested origins and destinations. These services usually, but not always, require advance reservations. The terms demand-response and dial-a-ride can be used interchangeably.)

b) If the application is a **coordinated program**, please list the coordinating entity and all the municipalities included in the application and indicate whether those towns already provide or contract for dial-a-ride transportation services.

Municipality	No service	Contract for Service	Provide Service

New Applicants Only

Party authorized to enter into agreement with State

Name: _____

Title: _____

Telephone number: (_____) _____ - _____

Fax number: (_____) _____ - _____

- c) Please describe how seniors and persons with disabilities currently receive transportation services in each municipality included in the grant application. For example, are volunteer drivers used, does the senior center provide the service, are town-owned vehicles used, what types of services are provided, etc?
- d) How will this change with the addition of the grant funds? Please describe the actual service that will be provided. Will the town or a municipal based agency provide transportation services? Will the service be contracted out?
- e) What is the proposed start date for the new or expanded transportation services?
- f) How much is service estimated to increase annually (how many more hours of service or passenger trips will be provided)?
- g) How does the municipality propose to coordinate their transportation needs and services within a greater region? If none, what efforts were made to examine the feasibility or cost effectiveness of coordination?
- h) How will the municipality inform the target population about the availability of new or expanded transportation services?

Repeat Applicants Only

Response to these questions is REQUIRED:

c) Please describe the services that will provide using these grant funds. These services may help other towns when they ask me of some ideas.

d) How does the municipality propose to coordinate their transportation needs and services within a greater region? If none, what efforts were made to examine the feasibility or cost effectiveness of coordination?

e) How will the municipality inform the target population about the availability of new or expanded transportation services?

Response to these questions is OPTIONAL:

f) What other transportation needs do your riders require that are not being met? If possible, please describe ideas of how these needs could be met.

g) If any SFY 2012 funds were unspent, please specify the amount and explain/describe how these funds will be used in SFY 2013. *Please note: any unspent funds must be drawn down first.*

h) Have you seen an increase in ridership since the beginning of the Municipal Grant Program? Do the same people ride more frequently or are there new riders?

i) How has this grant money helped your transportation services over the past years?

j) What are some obstacles faced by your service and what do you think could help with these obstacles?

All Applicants
(Complete Pages 4-9)

3. Proposed Dial-a-Ride Budget for SFY 2013

Estimate annual expenses and revenue for the proposed transportation program using the following categories. This budget should include all existing and anticipated funds. Total System Expenses and Total Revenue **MUST** match. If there is a surplus or deficit, provide explanation.

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
LABOR				
Operators' Salaries & Wages				
Other Salaries				
FRINGE BENEFITS				
SERVICES				
MATERIALS & SUPPLIES				
Fuel & Lubricants				
Tires & Tubes				
Other Materials & Supplies				
Purchased Transportation				
Other Expenses (explain):				
TOTAL SYSTEM EXPENSES				

REVENUE:				
Donations				
Municipal				
Federal (non-USDOT)				
ConnDOT Municipal Grant				
Unspent SFY 2012 Municipal Grant Funds*				
Other State (explain)				
Subtotal				
Fares				
ConnDOT				
USDOT				
Subtotal				
TOTAL REVENUE				

*Repeat Applicants Only

4. Dial-a-Ride Budget for SFY 2012

Provide the estimated annual expenses and revenues for the municipality's current transportation program using the following categories. This budget should include all existing and anticipated funds.

Total System Expenses and Total Revenue should match. If there is a surplus or deficit, please explain.

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
LABOR				
Operators' Salaries & Wages				
Other Salaries				
FRINGE BENEFITS				
SERVICES				
MATERIALS & SUPPLIES				
Fuel & Lubricants				
Tires & Tubes				
Other Materials & Supplies				
Purchased Transportation				
Other Expenses (explain):				
TOTAL SYSTEM EXPENSES				

REVENUE:				
Donations				
Municipal				
Federal (non-USDOT)				
ConnDOT Municipal Grant				
Unspent SFY 2011 Municipal Grant Funds*				
Other State (explain)				
Subtotal				
Fares				
ConnDOT				
USDOT				
Subtotal				
TOTAL REVENUE				

* Repeat Applicants Only

5. **Dial-a-Ride Program Data to Date for SFY 2012**

Provide actual year-to-date expenses and revenues for the current municipal transportation program using the following categories. Total System Expenses and Total Revenue **MUST** match. If there is a surplus or deficit, provide explanation.

Actual Data through _____, 2012.

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
LABOR				
Operators' Salaries & Wages				
Other Salaries				
FRINGE BENEFITS				
SERVICES				
MATERIALS & SUPPLIES				
Fuel & Lubricants				
Tires & Tubes				
Other Materials & Supplies				
Purchased Transportation				
Other Expenses (explain):				
TOTAL SYSTEM EXPENSES				

REVENUE:				
Donations				
Municipal				
Federal (non-USDOT)				
ConnDOT Municipal Grant				
Unspent SFY 2011 Municipal Grant Funds*				
Other State (explain)				
Subtotal				
Fares				
ConnDOT				
USDOT				
Subtotal				
TOTAL REVENUE				

*Repeat Applicant Only

6. **Actual Dial-a-Ride Program Data for SFY 2011**

Report actual expenses and revenues for the municipal transportation program for SFY 2010 using the following categories.

Total System Expenses and Total Revenue should match. If there is a surplus or deficit, please explain.

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
LABOR				
Operators' Salaries & Wages				
Other Salaries				
FRINGE BENEFITS				
SERVICES				
MATERIALS & SUPPLIES				
Fuel & Lubricants				
Tires & Tubes				
Other Materials & Supplies				
Purchased Transportation				
Other Expenses (explain):				
TOTAL SYSTEM EXPENSES				

REVENUE:				
Donations				
Municipal				
Federal (non-USDOT)				
ConnDOT Municipal Grant				
Unspent SFY 2010 Municipal Grant Funds*				
Other State (explain)				
Subtotal				
Fares				
ConnDOT				
USDOT				
Subtotal				
TOTAL REVENUE				

* Repeat Applicants Only

7. In-Kind Contribution Detail

In-Kind is defined as a dollar value of non-cash contributions (which directly benefit a project) by the grantee or another party other than the funder (volunteer services, equipment use, facilities use, staff time or other resources, as distinguishable from a monetary grant.)

1. Proposed In-Kind for SFY 2013

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
In-Kind (Name Source):				
Volunteer:				
Equipment:				
Facility:				
Staff:				
Fuel:				
Other (explain):				
TOTAL				

2. In-Kind budgeted for SFY 2012

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
In-Kind (Name Source):				
Volunteer:				
Equipment:				
Facility:				
Staff:				
Fuel:				
Other (explain):				
TOTAL				

3. Actual In-Kind for SFY 2011

	Vehicle Operations	Vehicle Maintenance	General Administration	TOTAL
In-Kind (Name Source):				
Volunteer:				
Equipment:				
Facility:				
Staff:				
Fuel:				
Other (explain):				
TOTAL				

8. Other Required Information

- a) If the municipality does not have a transportation program, there must be letters of commitment from all sources of matching funds.

- b) Each municipality applying for funds must submit an annual certification that the State Municipal Grant Program funds are in addition to current municipal levels of spending on transportation programs for seniors and persons with disabilities. The Chief Fiscal Officer (CFO) for the municipality must sign this document. (*See Attachment 2*) If budgets for transportation programs for seniors and persons with disabilities will remain unchanged for sfy 2012, the CFO must fill out and sign version A of Attachment 2. If budgets for transportation programs for seniors and persons with disabilities will be reduced, the CFO must fill out and sign version B of Attachment 2.

- c) Municipal budget documents must be provided showing budget requests for transportation services for SFY 2012 (proposed budget/budget requests are acceptable). The transportation funding must be for services and expenditures that have been determined eligible based on the requirements in the “Eligible Match” and “Eligible Projects and Expenses” section.

- d) In a regionally coordinated system, a municipality must certify that they are assigning their grant apportionment to the coordinating entity. (*See Attachment 3*)

Attachment 1 – Maintenance of Effort Certification **All Applicants**

The Chief Fiscal Officer (CFO) for the municipality must sign the maintenance of effort certification. If municipal budgets for transportation programs for seniors and persons with disabilities will remain unchanged (or increase) for SFY 2013, the CFO must fill out and sign version A of Attachment 2. If municipal budgets for transportation programs for seniors and persons with disabilities will be reduced, the CFO must fill out and sign version B of Attachment 2.

Maintenance of Effort Certification (*Version A*)

The municipality of *****Municipality***** hereby certifies that State of Connecticut 13b-38bb Elderly and Disabled Demand Responsive Municipal Grant Program funds are in addition to current municipal levels of spending on transportation programs for Seniors and Persons with Disabilities.

Typed Name

Title (Chief Fiscal Officer)

Signature

Maintenance of Effort Certification (*Version B*)

The municipality of *****Municipality***** will be reducing municipal levels of spending on transportation programs for Seniors and Persons with Disabilities by *****Percentage***** and acknowledges that State of Connecticut 13b-38bb Elderly and Disabled Demand Responsive Municipal Grant Program funds will be reduced accordingly.

Typed Name

Title (Chief Fiscal Officer)

Signature

Attachment 2 – Grant Assignment Certification

Grant Assignment Certification

The municipality of *****Municipality***** is participating in a consolidated application for State of Connecticut 13b-38bb Elderly and Disabled Demand Responsive Municipal Grant Program through the *****Municipality, Transit District or Regional Planning Organization*****. The municipality of *****Municipality***** hereby assigns its grant apportionment from the State program to *****Municipality, Transit District or Regional Planning Organization*****, who will coordinate the operation of service.

Typed Name

Title (CEO)

Signature

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLCHESTER

and

COLCHESTER FIREFIGHTERS UNION
UPPFA, IAFF, LOCAL # 3831

JULY 1, 2009- JUNE 30, 2012

Final June 22, 2009
533214 v.03

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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 (15th) 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 1st of each fiscal year as negotiated. For those employees hired before January 1st, their step increase will be effective on July 1st of the next fiscal year. For those employees hired after January 1st, their next step increase will be on July 1st 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 5th year of service, the longevity compensation shall be paid in July of the next fiscal year as follows:

<u>July 1st of ...</u>	<u>Yearly Amount</u>
6 th to 9 th Year	\$450.00
10 th to 14 th Year	\$500.00
15 th to 19 th Year	\$600.00
20 th 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 1st 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 30th 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

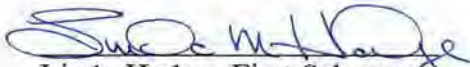
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This Agreement executed this ____ day of March, 2009.

TOWN OF COLCHESTER

COLCHESTER FIREFIGHTERS UPPFA, IAFF,
LOCAL 3831

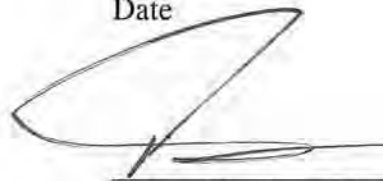

Linda Hodge, First Selectman

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

Step	Months of Continuous Service	7/1/09	7/1/10	7/1/11*
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

Step	Months of Continuous Service In Position	7/1/09	7/1/10	7/1/11*
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

Step	Months of Continuous Service In Position	7/1/09	7/1/10	7/1/11*
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)

Re: Safety Officer


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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

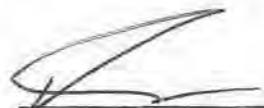

Linda Hodge, First Selectman


Matthew Flor, Union Staff Representative

6/23/09
Date

6/23/09
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

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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 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

23rd 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 23rd day of June, 2009.

FOR THE TOWN

FOR THE UNION



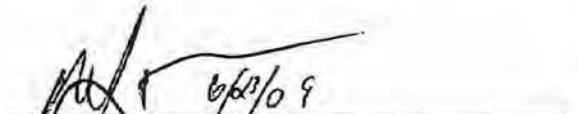
Hon. Linda Hodge, First Selectwoman

 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 Hedges 1 st Selectwoman	FAX#: 860 337 8547
FROM: Matthew Foor	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 & members as of yet. No sooner complete execution of the agreement is at his discretion and shall be based on his authority, review, and approval. Thanks Matt

[Signature]
Cell 860-702-4147

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.

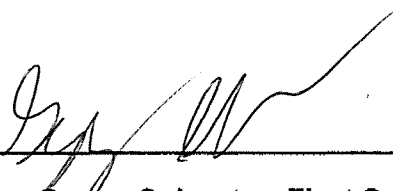
Should the Town reduce the current employees through layoff, then this entire Memorandum of Agreement shall become null and void and all provisions of the 2009-2012 contract between the Town and Union abridged, modified, or changed pursuant to this Agreement and such Agreement's duration shall immediately 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 10th day of May, 2010.

FOR THE TOWN

FOR THE UNION



Hon. Gregg Schuster, First Selectman

Robert Dombroski, Local 3831

Chief Walter Cox



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.

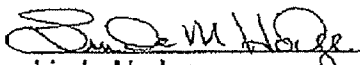
4. Labor Management Meeting

- 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

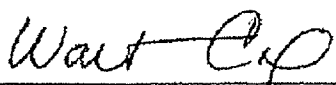
FOR THE UNION


 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