



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

Board of Selectmen Regular Meeting

December 7, 2023 – 7:00 PM

Town Hal Meeting Room 1 & via Zoom

To join by Zoom, please click the link below to join the webinar:

<https://us02web.zoom.us/j/87611098182?pwd=OHBKZFRET0pMREtMUkpMTDVaWXQ5Zz0>

9

Passcode: 127

Or Dial-in at: 1-929-205-6099

All items on this agenda are subject to possible action.

1. Call to Order
2. Pledge of Allegiance
3. Correspondence – **PAGE 4**
4. Citizens Comments
5. Additions and Deletions to the Agenda
6. Election of Vice Chair
7. Discussion and action on 2024 Calendar – **PAGE 5**
8. Consent Agenda
 - a. Approval of 10/5/23 Regular Meeting Minutes – **PAGE 6 - 8**
 - b. Authorize Tax Refunds – **PAGE 9 - 11**
 - c. Approve Fire Department Tax Abatement List – **PAGE 12**
 - d. Authorize First Selectman to sign grant from the Connecticut Secretary of the State for costs related to implementation of early voting – **PAGE 14**
 - e. Re-appointment of Gerladine Transue to the Commission on Aging with a term to expire 12/01/26
 - f. Re-appointment of Stephanie Smith to the Planning and Zoning Commission with a term to expire 12/31/26
 - g. Re-appointment of Mark Noniewicz to the Planning and Zoning Commission with a term to expire 12/31/26
 - h. Re-appointment of Samantha Van Zilen to the Youth First Coalition with a term to expire 12/01/26
 - i. Re-appointment of Carol Wikarksa to the Youth First Coalition with a term to expire 12/01/26

- j. Re-appointment of Ursula Tschinkel to the Ethics Commission with a term to expire 11/01/26
 - k. Re-appointment of Theresa Congdon to the Historic District Commission with a term to expire 11/30/28
 - l. Re-appointment of Robert Kvederas to the Historic District Commission with a term to expire 11/30/28
 - m. Re-appointment of Linda Akerman to the Historic District Commission with a term to expire 11/30/28
 - n. Re-appointment of H. Jean Smith as an alternate to the Historic District Commission with a term to expire 11/30/28
 - o. Re-appointment of Patrick Reading to the Zoning Board of Appeals with a term to expire 12/01/28
 - p. Re-appointment of Michael Solis to the Zoning Board of Appeals with a term to expire 12/01/28
 - q. Re-appointment of Quinn Kozak as an alternate to the Zoning Board of Appeals with a term to expire 12/01/28
 - r. Re-appointment of Dan Eveleigh to the Parks and Recreation Commission with a term to expire 11/01/27
 - s. Re-appointment of Brenda Kniska to the Parks and Recreation Commission with a term to expire 11/01/27
 - t. Re-appointment of Amy Domeika to the Parks and Recreation Commission with a term to expire 11/01/27
 - u. Re-appointment of Susan Bruening to the Conservation Commission with a term to expire 10/31/26
 - v. Re-appointment of Michael Hinchcliffe to the Economic Development Commission with a term to expire 10/31/28
 - w. Re-appointment of Donna Rosenblatt to the Agriculture Commission with a term to expire 11/30/26
 - x. Re-appointment of Timothy Francis to the Agriculture Commission with a term to expire 11/30/26
9. Discussion and possible action to authorize First Selectman to sign Collective Bargaining Agreement between the Town of Colchester and Municipal Employees Union “Independent” MEUI Local 506, SEIU, AFL-CIO, CLC representing Transfer Station, Grounds, Highway, Fleet & Facility Maintenance, and Water Department Employees July 1, 2024 to June 30, 2028 – **PAGE 15-41**
 10. Discussion and possible action on Fire Department Tax Exemption Ordinance – **PAGE 42-48**
 11. Discussion and possible action on Fire Department SCBA Proposal – **PAGE 49-52**
 12. Discussion and possible action on CT State Library “Fiber to the Library” Grant Resolution – **PAGE 53**
 13. Discussion on creation of potential ad-hoc committees regarding Recreation Needs & Coordination and Facilities Planning
 14. Liaison Assignments
 15. Liaison Reports

16. Citizen's Comments

17. First Selectman's Report

18. Executive Session per CGS 1-200(6)b: Litigation regarding Jordan Lane housing and Niantic Bay Group LLC

19. Adjournment

Submitted by:
Bernie Dennler
First Selectman

Bernard Dennler

From: Bernard Dennler
Sent: Tuesday, November 21, 2023 11:01 AM
To: Michael Dubreuil
Cc: Gayle Furman
Subject: Re: Town Clerk Documents

Michael,

Thank you for your email on this. I have noticed the same challenge and agree that digitally created documents are best uploaded in their original format for ease of navigation. Give me some time to work out the existing internal processes and see where we can go from there.

Thank you,
Bernie

From: Michael Dubreuil <dubreilm@gmail.com>
Sent: Monday, November 20, 2023 11:07 PM
To: First Selectman <selectman@colchesterct.gov>; Rosemary Coyle <rcoyle@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>
Cc: Gayle Furman <townclerk@colchesterct.gov>
Subject: Town Clerk Documents

Hello everyone and congratulations on the election,
One of the issues I'd like to see addressed is the process of attaching PDF documents to meeting agendas. I frequently review these documents and find them difficult to use.

It seems like all documents attached to agendas are scanned as images. However, they are often "digitally created documents" that would be best if preserved in their original format. The scanned images prevent individuals from copying and pasting text from a document or searching the document for text. At a minimum, optical character recognition functionality could be used to make the text, well text, and not just an image.

I think that would be a great process improvement idea to bring Colchester forward. I've added Gayle on CC because she would be the most knowledgeable in this area. Maybe she can electronically stamp them? Not sure about the laws on that. Please add this to correspondence.

Thanks,
Michael Dubreuil
Woodbine Road

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

Board of Selectmen

2024 Regular Meeting Schedule

Meetings to be held at Town Hall Meeting Room 1 & via Zoom, starting at 7:00 PM.

January 18, 2024

February 1, 2024

February 15, 2024

March 7, 2024

March 21, 2024

April 4, 2024

April 18, 2024

May 2, 2024

May 16, 2024

June 6, 2024

June 20, 2024

July 18, 2024

August 1, 2024

August 15, 2024

September 5, 2024

September 19, 2024

October 3, 2024

October 17, 2024

November 7, 2024

November 21, 2024

December 5, 2024

December 19, 2024



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

**Board of Selectman
Regular Meeting Minutes
Wednesday, October 5, 2023 @ 7:00 pm
Hybrid: Town Hall – Meeting Room 1 & Via Zoom**

RECEIVED
COLCHESTER, CT
2023 OCT 10 PM 3:45
Andreas Bisbikos
First Selectman

1. Call to Order

A. Bisbikos (First Selectman), called the meeting to order at 7:01 pm

Members Present: A. Bisbikos (First Selectman), D. Bates, R. Coyle, D. Turner, J. LaChapelle

Members absent: None

Others present: M. Williamson (Finance Director), J. Leone (Public Works Director) Robert Peter (Sewer/ Water Commission Chairperson), S. Hoffmann (Fire Chief) Brad Bernier (Assistant Fire Chief)
Z. Cash (Resident State Trooper)

2. Pledge of Allegiance

3. Correspondence

None

4. Citizens Comments

M. Hayes – Spoke his concerns about there being errors in the meeting minutes for the 9/6 & 9/21 meetings.

5. Consent Agenda

A. Motion to approve the minutes of the BOS Special Meeting of 9/6/2023 and the BOS Regular Meeting of 9/21/2023.

R. Coyle moved to remove the minutes of 9/21/23 and move them to 5.1. D. Turner 2nd. Unanimously approved. **MOTION CARRIED 5-0**

D. Bates motioned to remove the 9/6 minutes from the agenda and move them to 5.2. R. Coyle 2nd. Unanimously approved. **MOTION CARRIED 5-0**

5.1 -

B. Accept the Tax Collector's Refunds

J. LaChapelle moved to accept the Tax Collector's refunds. D. Turner 2nd. Unanimously approved.

MOTION CARRIED 5-0

5.1 – Correction was made to the 9/21 minutes from the original 8/28 meeting to read as follows: R. Coyle made a motion to make 3 amendments; to **PREFER** that the Facilities Maintainer reside in Colchester or within

20 minutes of Colchester Center, to prefer one of the certifications either P2, E2 or S2, and remove the words within 1 year of employment keeping the rest of the wording the same.”

Correction is also made on the 9/21 meeting minutes to the motion regarding the Senior Center to read as follows; R. Coyle amended the motion on the Agenda to say that the Board of Selectmen set a Town meeting date for Tuesday 11/14/23 for 6:30 pm at 127 Norwich Ave Colchester, CT and a referendum date for Tuesday 11/28/2023 6am-8pm to vote on the amendment increasing the appropriation and applying ARPA Funds and Funds donated by the Stephen J. Bendas Estate for the Senior Center Building Project and the Amendment increasing the Appropriation and borrowing authorization for the Senior Center Building Project as unanimously recommended by the Board of Finance. R. Coyle moved the minutes with these corrections. D. Turner 2nd. Approved 4-0-1 with J. LaChapelle abstained due to not being at the meeting. **MOTION CARRIED**

5.2 – D. Bates made a motion to remove the minutes from the 9/6/23 meeting. R. Coyle moved that the minutes be brought back without editorial comment and with the actions of what actually happened. D. Turner 2nd. Approved 4-1 with A. Bisbikos dissenting. **MOTION CARRIED**

6. Job Description

R. Coyle moved that we add to the agenda and make the Public Works Department Transfer Station Operator job description item B under #6, and the Public Works Transfer Station Equipment Operator job description item C under #6. D. Bates 2nd. Unanimously approved. **MOTION CARRIED 5-0**

J. Leone spoke about all of these job descriptions.

A. Motion to approve the job description of the Plant Distribution Chief Operator

R. Coyle moved to approve the Plant Distribution Chief Operator job description as amended. J. LaChapelle 2nd. Unanimously approved. **MOTION CARRIED 5-0**

B. The Public Works Department Transfer Station Operator job description

R. Coyle moved to approve the Public Works Transfer Station Operator job description as amended. D. Turner 2nd. Unanimously approved 5-0. **MOTION CARRIED**

C. The Public Works Transfer Station Equipment Operator job description

R. Coyle moved to accept the Public Works Transfer Station Equipment Operator job description as amended. D. Turner 2nd. Unanimously approved 5-0. **MOTION CARRIED**

7. MOU

A. Motion to approve an Agreement between the Town of Colchester and Municipal Employees Union “Independent”, Local 506, SEIU, AFL-CIO, CLC in relation to the Transfer Station and have the First Selectman sign the agreement.

D. Turner made a motion to approve the Agreement between the Town of Colchester and Municipal Employees Union “Independent”, Local 506, SEIU, AFL-CIO, CLC in relation to the Transfer Station and have the First Selectman sign the agreement. R. Coyle 2nd. Unanimously approved 5-0. **MOTION CARRIED**

B. Motion to approve an Agreement between the Town of Colchester and Municipal Employees Union “Independent”, Local 506, SEIU, AFL-CIO, CLC in relation to the Water Department and have the First Selectman sign the agreement.

R. Coyle moved to approve the Agreement between the Town of Colchester and Municipal Employees Union “Independent”, Local 506, SEIU, AFL-CIO, CLC in relation to the Water Department and have the First Selectman sign the agreement. J. LaChapelle 2nd. Unanimously approved 5-0. **MOTION CARRIED**

8. Fire Department

A. **Motion that the Board of Selectmen set a public hearing date of Thursday October 26th, 2023 for 6:30 pm at 127 Norwich Avenue, Meeting Room 1 for the Colchester Tax Exemption Ordinance for Volunteer Firefighters Proposed Updates Chapter 129 Article VIII.**

S. Hoffmann spoke about the Tax Exemption ordinance.

B. R. Coyle move that the Board of Selectmen set a public hearing date of Thursday October 26th, 2023 for 6:30 pm at 127 Norwich Avenue, Meeting Room 1 for the Colchester Tax Exemption Ordinance for Volunteer Firefighters Proposed Updates Chapter 129 Article VIII. A. Bisbikos 2nd. Unanimously approved 5-0. **MOTION CARRIED**

9. ARPA

A. **Motion to award the Town Hall Roof Replacement Contract Bid 2023-014 to Ahova Home Improvement LLC for \$279,950 in ARPA funds and have the First Selectman sign all necessary documents**

B. J. Leone spoke about the Bid process and why we should award the project to Ahova Home Improvement, LLC. R. Coyle made motion to award the Town Hall Roof Replacement Contract Bid 2023-014 to Ahova Home Improvement LLC for \$279,950 in ARPA funds and have the First Selectman sign all necessary documents. D. Turner 2nd. Unanimously approved 5-0. **MOTION CARRIED**

A few questions were asked regarding when the work will be done, as well as the timeframe in which it would be complete. Questions were also asked about possible funds needed to set aside for inspection.

10. Executive Session

A. **To discuss BRD Builders payments**

R. Coyle moved to go into Executive Session to discuss security issue concerning BRD Builders payments. J. LaChapelle 2nd. Unanimously approved 5-0. **MOTION CARRIED**

The regular meeting was pause at 7:49 PM for the Executive Session to start at this time. Executive Session ended at 8:35pm and the regular meeting resumed.

11. Citizens Comments

None

12. First Selectman's Report

A. Bisbikos passed on this item

13. Liaison Reports

J. LaChapelle reported that Dr. Hewes left the BOE and is not at the State level.

14. Adjourn

J. LaChapelle motioned to adjourn the meeting at 8:38 pm. D. Turner 2nd

TAX COLLECTOR'S REFUNDS
SELECTMAN'S MEETING

MEETING DATE: 10/19/2023

Check Date:

Taxpayer Name	List Number	Amount	Breakdown	Check #
CHRISTOPHER SZPSTAK	2021-03-64087	\$17.43	P: \$17.43	
	2022-03-64377	\$102.08	C: \$102.08	
HONDA LEASE TRUST	2022-03-56761	\$72.24	C: \$72.24	
FINANCIAL SER VEH TRUST	2021-03-54859	\$768.79	P: \$768.79	
JENNIFER PLOCHARCZYK	2022-03-61682	\$159.07	C: \$159.07	
CARMEN DINZEY	2022-03-54030	\$52.99	C: \$52.99	
BRIAN OR DONNA SNELL	2022-03-63709	\$26.35	C: \$26.35	
PAUL S NEDWICK	2022-03-60520	\$66.14	C: \$66.14	
BRIAN CARR	2022-03-52679	\$13.96	C: \$13.96	
AMY HURT	2022-03-56921	\$158.37	C: \$158.37	
MICHAEL BURTON	2022-03-52071	\$26.51	C: \$26.51	
PETER OR JESSICA TRUSZ	2022-03-64984	\$7.92	C: \$7.92	
VAULT TRUST	2021-03-64881	\$270.35	P: \$270.35	
	2022-03-65230	\$103.74	C: \$103.74	
SCOTT HOOKER	2022-03-56791	\$24.93	C: \$24.93	
KEVIN JOHNSON	2022-03-57244	\$10.07	C: \$10.07	
SANDRA OR DANIEL GLENNEY	2022-03-55653	\$18.00	C: \$18.00	
ROBERT OR CONSTANCE RATHBORNE	2022-03-6280	\$34.62	C: \$34.62	
TOTAL		\$1,933.56		

TAX COLLECTOR'S REFUNDS
SELECTMAN'S MEETING

MEETING DATE: 12/7/2023

Check Date:

Taxpayer Name	List Number	Amount	Breakdown	Check #
ACAR LEASING LTD	2022-03-50043	\$612.21	C: \$612.21	
CCAP AUTO LEASE LTD	2022-03-52508	\$293.41	C: \$293.41	
	2022-03-52521	\$372.43	C: 372.43	
HILLARY M CUPPETT	2022-03-53459	\$23.98	C: \$23.98	
MATTHEW R GAMACHE	2022-03-55377	\$14.32	C: \$14.32	
ERIC T HOLDEN	2022-03-56715	\$962.23	C: \$962.23	
JULIE A MARTINELLI	2022-03-59296	\$60.16	C: \$60.16	
JOHN A PAGNANI	2022-03-61029	\$27.22	C: \$27.22	
THOMAS SHERMAN	2022-03-63344	\$281.18	C: \$281.18	
DONALD OR DEBORAH SMITH	2022-03-63616	\$19.71	C: \$19.71	
	2022-03-63618	\$10.34	C: 10.34	
DOMINICK F SPINA	2022-03-63883	\$21.99	C: \$21.99	
TOYOTA LEASE TRUST	2021-03-64546	\$267.40	P: \$267.40	
	2021-03-64504	\$541.68	P: \$541.68	
TOYOTA LEASE TRUST	2021-03-64498	\$396.85	P: \$396.85	
	2021-03-64526	\$72.02	P: \$72.02	
	2021-03-64501	\$439.50	P: \$439.50	
	2021-03-64538	\$205.50	P: \$205.50	
	2021-03-64508	\$169.91	P: \$169.91	
USA LEASING LT	2022-03-65111	\$569.80	C: \$569.80	
VW CREDIT LEASING LTD	2022-03-65416	\$174.04	C: \$174.04	
	2022-03-65422	\$183.19	C: 183.19	
TYLER R OCONNOR	2022-03-60785	\$109.94	C: \$109.94	
ALLY FINANCIAL	2022-03-65230	\$103.74	C: \$103.74	
VAULT TRUST	2022-03-65225	\$514.71	C: \$514.71	
THOMAS GARRITY	2022-03-55442	\$405.15	C: \$405.15	
REBECCA A PORTILLO	2022-03-61744	\$844.54	C: \$844.54	

TAX COLLECTOR'S REFUNDS
SELECTMAN'S MEETING

TOTAL

\$7,697.15

A	B	C	E	F	G	I	M	N	O	R	V	X	AE	AF	AG	AH	AI	AI	AK	AL	AM	AN
FRID	LNAME	FINAME	MBROFTNUM	ADDR	CITY	JOINDATE	GR	PAS	RTR	A	TIS	Calls	Training	Meeting	Activ	BONUS	Shifts	Totals	Abate	Constants	Abatement Start	
105	Brown	Fred	RETR	80 Williams Rd	Colchester	09-Feb-56	0	0	0	0	0	67							201	\$1,000	9/30/2023	Abatement Start
109	Borkewicz	Pete	RETR	367 Lebanon Ave	Colchester	14-Mar-67	0	0	0	0	4	60							180	\$1,000		150 LEVEL I
111	Jones	John	RETR	400 Cabin Rd	Colchester	14-Mar-67	0	0	0	0	4	60	43	1	3	4			231	\$1,000		175 LEVEL II
114	Standish	Bill	RETR	175 Standish Rd	Colchester	14-Apr-70	0	0	0	0	4	57							171	\$1,000		1500 LEVEL III
116	Rowland	Daniel	RETR	9 Robin Rd	Colchester	13-Mar-69	0	0	0	0	0	54							162	\$1,000		2000 LEVEL IV
119	McMillin	Jess	RETR		Florida	12-Mar-70	0	0	0	0	0	53							159	\$1,000		50 Max Train
120	Brown	Rob	RETR	189 Windham Ave	Colchester	10-Oct-74	0	0	0	0	4	52							156	\$1,000		25 Max Act
122	Brown	Jon	RETR	86 Williams Rd	Colchester	11-Nov-75	0	0	0	0	4	51							153	\$1,000		
123	Clark	Terence	RETR	44 West Rd	Colchester	13-Jan-76	1	0	0	0	4	50							150	\$1,000		Paid Shifts
125	Skut	Tony	FIRE	145 Beebe Farms Rd	Coventry	14-Dec-76	0	0	0	0	4	50	48	22	8				228	\$1,000		EARNED \$1000
127	Kennedy	Kevin	RETR	48 Williams Rd.	Colchester	08-Nov-77	0	0	0	0	4	49							147	\$1,000		2 Earn \$500
128	Vincent	Richard	RETR	65 Mountain Rd	Manchester	09-May-74	0	0	0	0	0	49							147	\$1,000		25 Retired \$1000
132	Knapp	John	FP	232 Wall St	Colchester	13-May-76	0	0	0	0	0	47	15	15	33	2			206	\$1,000		52 Abatements
136	Fetzer	Kurt	RETR	231 Buckley Hill Rd	Colchester	09-Dec-80	0	0	0	0	4	46							138	\$1,000		
137	Bristol III	Warren	RETR		Florida	10-Mar-77	0	0	0	0	0	46							138	\$1,000		\$51,000 Total Earned
139	Albert	Carl	FIRE	149 River Rd	Colchester	10-Dec-81	0	0	0	0	4	45	183	29	21	3			371	\$1,000		
140	Standish	Art	RETR	87 Broadway	Colchester	08-Dec-77	0	0	0	0	0	45							135	\$1,000		
143	Parlee	Robert	RETR	29 Standish Rd	Colchester	08-Mar-82	0	0	0	0	3	44							132	\$1,000		
148	Russell	Robert	FP	300 Lebanon Ave	Colchester	11-Dec-80	9	0	0	0	0	33	540	16	12	6			673	\$1,000		
150	Ewings	Arnold	RETR	28 Pleasant St	Colchester	10-Jun-82	1	0	0	0	0								0	\$1,000		
156	Jacques	Robert	RETR	43 Settlers Ln	Colchester	10-Apr-86	0	0	0	0	0	37							111	\$1,000		
165	Langdon	Art	RETR	395 Norwich Ave	Colchester	12-Mar-87	0	0	0	0	2	38							114	\$1,000		
166	Marvin	Bert	FIRE	104 Amston Rd	Colchester	15-Apr-87	0	0	0	0	2	38	98	26	11				249	\$1,000		
176	Gordon	Marty	FIRE	21 Sullivan Rd	Colchester	10-Mar-88	0	0	0	0	0	35	221	47	23	1			397	\$1,000		
178	Mckenna	Kenneth	RETR	232 Old Hebron Rd	Florida	10-Mar-88	0	0	0	0	0	35							105	\$1,000		
186	Previtl	Michael	FP	143 Stanavage Rd	Colchester	09-Mar-89	15	0	0	0	4	23	166	37	10	2	25	10	339	\$1,000		
198	Knowles	Royce	NONE	401 Linwood Cem	Colchester	08-Mar-90	0	0	0	0	0								0	\$1,000		
217	Martin	David	ASSOC	391 Chestnut Hill Rd	Colchester	08-Apr-92	0	0	0	0	0	31			2				95	\$1,000		
221	Cox Jr	Walter	RETR	52 Old Hartford Rd	Colchester	09-Jul-92	0	0	0	0	0	31							93	\$1,000		
225	Marvin	Debra	EMS	279 Dr. Foote Rd.	Colchester	12-Nov-92	0	0	0	0	2	32	137	20	13	2			307	\$1,000		

A	B	C	E	F	G	I	M	N	O	R	V	X	AE	AF	AG	AH	AI	AI	AK	AL	AM	AN
FFID	LNAME	FNAME	MBROFSTNUM	ADDR	CITY	JOINDATE	GRD	PARTS	A	TIS	Calls	Training	Meeting	Actv	BONUS	Shifts	Totals	Abate	Constants			
132	231 Bernier	Bradley	FIRE	72 Highwood Ct	Colchester	11-Mar-93	25	0	F	0	5	292	34	21	2	25		389	\$1,000			
145	244 LaGrega	Janice	RETR		Arizona	11-Nov-93	0	0		1	30							90	\$1,000	OOT		
150	249 Smith	Gary	ASSOC	132 Evergreen Terr	Colchester	11-Nov-93	0	0		13	42		17	14	1			158	\$1,000			
217	316 Palmes	Duane	RETR	80 Dorset Rd	Colchester	12-Jun-97	0	0		0	26							78	\$1,000			
227	326 Papp	Georg	FIRE	27 Renee Dr	Colchester	12-Feb-98	0	0	F	0	25	107	39	4		25	0	250	\$1,000			
235	334 Milaglia	Mary	EMS	400 Cabin Rd	Colchester	10-Sep-98	0	0	E	0	25	69	28	2		10		204	\$1,000			
237	336 Langdon	David	FIRE	52 Pickerel Lake Rd	Colchester	08-Oct-98	0	0	L	4	28	74	27	6				191	\$1,000			
244	343 Babineau	Jason	FP	19 Oak Ridge Dr	Colchester	10-Dec-98	0	0	L	0	24	56	19	15	5	25		192	\$1,000			
282	381 Babineau	Audrie	EMS	19 Oak Ridge Dr	Colchester	11-Jan-01	0	0	E	0	22	35	13	25	1		8	164	\$500			
284	383 Barnes	David	FIRE	52 Brindlewood Pt	Colchester	08-Feb-01	0	0	L	4	26	334	29	15	1	25	36	590	\$1,000			
304	403 Bush	Jeff	FP	51 Flom Dr.	Colchester	14-Mar-02	0	0	C	0	21	123	20	3	4			213	\$1,000			
308	407 Langdon	Jax	FIRE	52 Pickerel Lake Rd	Colchester	11-Apr-02	0	0	F	0	21	65	31	9		25	13	232	\$1,000			
312	411 Maynard	Chuck	FP	40 Alexander Dr	Colchester	13-Jun-02	0	0	C	0	21	118	20	14	5	25	0	245	\$1,000			
345	444 McDowell	Chris	FIRE	129 West High St	E Hampton	13-Nov-03	0	0	F	0	19	49	26	8		25		165	\$500			
369	468 Shorts	Steve	FIRE	71 Halls Hill Rd	Colchester	08-Sep-05	0	0	F	1	19	78	22	19		25	4	213	\$1,000			
458	557 Jobes	Jack	FP	10 North CT	Colchester	09-Feb-12	0	0	C	0	11	121	14	7	5			180	\$1,000			
485	584 Joseph	Tim	FIRE	31 Westchester Hills	Colchester	13-Jun-13	0	0	F	4	14	385	25	23	1	25	0	501	\$1,000			
499	598 Collett	Rachel	FIRE	359 West Rd	Colchester	13-Feb-14	0	0	F	4	13	143	56	9		25	0	266	\$1,000			
530	629 Ziegler	Matthew	FIRE	323 Westchester Rd	Colchester	11-Feb-16	0	0	F	0	7	252	56	28	1	25	0	377	\$1,000			
572	671 Kundahl	Keith	FIRE	11 Stanavage RD	Colchester	29-Jan-19	0	0	F	0	4	341	78	23	2		6	446	\$1,000			
591	690 Welch	Thomas	FIRE	59 Homonick Rd	Colchester	09-Jul-20	0	0	F	0	3	144	67	19				222	\$1,000			
592	691 Kystofik	Kyle	FIRE	195 Chestnut Hill	Colchester	28-Jul-20	0	0	F	0	3	158	29	14			0	210	\$1,000			
652	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	
653	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	
654	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	
656	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	

President of Company

Chief of Department

[Handwritten Signature]
10/30/23



Office of the Secretary of the State
 State of Connecticut
 165 Capitol Avenue, Suite 1000
 P.O. Box 150470, Hartford, CT 06115-0470

Stephanie Thomas
 Secretary of the State

Jacqueline A. Kozin
 Deputy Secretary of the State

Municipality Name: COLCHESTER

1 December 2023

Address: 127 NORWICH AVENUE, COLCHESTER, CT 06415

Pursuant to Public Act 23-204, the Connecticut Secretary of the State will provide a grant in the amount of \$10,500 to each municipality for costs related to implementing and conducting early voting.

The Secretary of the State will distribute the grants starting in January 2024, contingent on municipalities detailing their intended use of the funds and returning this signed agreement. This funding is provided as a sub-recipient, one-time grant.

Please note:

- Acceptable utilization of funds includes costs directly tied to changes necessary to implement early voting; examples include but are not limited to labor costs, printing costs, location-related expenses, voter education, or equipment and supplies.
- Funds are to be fully expended by December 31, 2024
- Prior to January 31, 2025, your town must report expenditures to the Office of the Secretary of State. Reports must include backup information such as a ledger report from your financial system or copies of purchase orders and invoices.
- If funds are not fully utilized prior to December 31, 2024, contact the Office of the Connecticut Secretary of the State at mss@ct.gov to request an extension on utilization, including intended use of remaining funding.
- By accepting funds, the town agrees that it will comply with applicable public auditing requirements, in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes.
- By accepting funds, the town agrees that it is compliant with all applicable state and federal non-discrimination laws.

By signing below, I agree to the information above. Please keep a copy for your records.

My town intends to utilize funds for:

labor costs, printing costs, location-related expenses, voter education, and equipment and supplies necessary to secure ballots from day to day

Authorized town official signature: Bernard Dennler

Authorized town official title: First Selectman

Date: 12/04/2023

Registrar signature: Julianne M Shilosky

Registrar signature: Jayme La Grega

Please return as soon as possible via email to mss@ct.gov, but no later than 12/31/23.

Secretary of the State: [860-304-6111](tel:860-304-6111) www.portal.ct.gov/sots

Business Services Division [860-509-6002](tel:860-509-6002) bsd@ct.gov Legislation & Election Administration Division [860-509-6100](tel:860-509-6100) lead@ct.gov

The State of Connecticut is an Affirmative Action/Equal Opportunity Employer.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF COLCHESTER
AND
MUNICIPAL EMPLOYEES' UNION "INDEPENDENT" (MEUI) LOCAL
506, SEIU, AFL-CIO, CLC
REPRESENTING
TRANSFER STATION, GROUNDS, HIGHWAY, FLEET
& FACILITY MAINTENANCE AND WATER
DEPARTMENT EMPLOYEES

July 1, 2024--June 30, 2028

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PREAMBLE

This Agreement is made and entered into effective upon ratification by and between the Town of Colchester (hereinafter referred to as the "Town") and the Municipal Employees Union "Independent," Local 506, SEIU, AFL-CIO, CLC (hereinafter referred to as the "Union").

ARTICLE 1 Recognition

Section One. The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the Highway, Grounds, Fleet & Facility Maintenance, Transfer Station, and Water Department employees, whose job titles and/or job classifications were placed within the Road Crew Unit by the Connecticut State Board of Labor under #ME-9239, ME-I 6398, ME-I 9958 or by agreement of the parties. This agreement will cover the Highway, Grounds, Fleet & Facility Maintenance, Transfer Station, Sewer and Water Departments (hereinafter collectively referred to as the "Public Works Department") as set forth in the Town Charter as of January 24, 2017.

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

ARTICLE 2 Non-Discrimination and Affirmative Action

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

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

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

ARTICLE 3 Union Rights

Section One. The Town shall deal exclusively with the Union-designated stewards or staff representatives in the processing of grievances or any other aspect of contract administration.

Section Two. During the terms of this contract or extension thereof, employees in the Collective Bargaining Unit may, from the effective date of the contract become or remain members of the Union in good standing.

Section Three. The Town agrees to deduct from the pay of the bargaining unit members such membership dues as may be fixed by the Union.

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

Section Five. The deduction of Union fees shall be made on a biweekly basis during the applicable month and shall be remitted to the Financial Officer of the Union. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Six. No dues will be deducted from an employee who is on leave of absence and who has exhausted accumulated sick leave, or while collecting Workers' Compensation.

Section Seven. The Town agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works for the exclusive use of the Union. The bulletin board space shall be for Union information only.

Section Eight. Access to premises during work hours. Union Staff Representatives and a steward shall be permitted to visit any employee of the bargaining unit at their work site, after first receiving permission from the employee's immediate supervisor, for the purpose of discussing, processing or investigating filed grievances, or fulfilling the Union's role as a collective bargaining agent. When the steward visits an employee of the bargaining unit, the steward shall receive permission from the employee's supervisor. Any steward who receives permission from the Public Works Director is released from his/her work assignment to fulfill his/her duties as a representative of the Union shall lose no pay or benefits.

Section Nine. The Town shall post this agreement on the Town's website for bargaining unit members to access within ten (10) days of execution of the collective bargaining agreement. Likewise, within one week of their initial date of hire the Town agrees to provide all new bargaining unit employees with the name of the Union Steward and Staff Representative.

Section Ten. If not enough dues are available in one paycheck, the dues will be deducted from the next check.

ARTICLE 4 Prior Rights and Benefits

This Collective Bargaining Agreement contains the complete agreement of the parties with regard to all issues related to employees' wages, hours and other terms and conditions of employment.

ARTICLE 5 Prohibition of Strikes

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

Section Two. The Town reserves the right to discharge or otherwise discipline an employee taking part in any violation of this provision of the Agreement.

ARTICLE 6 Bargaining Unit Work

Section One. Contractors will not be used to reduce overtime or eliminate the standard work force or the hours that bargaining unit members work. The Water Department may utilize contractors when necessary for the timely completion of work.

Section Two. This Article is not meant to disallow the Town from entering into agreements with tree services, brush cutting services, backhoe services, snow removal services, tire replacement services, periodic waxing of floors, washing of windows and larger painting projects or other services which they have subcontracted for before including, but not limited to, mowing or landscaping services. Except for the above listed services, Bargaining Unit work shall be done by qualified Bargaining Unit employees prior to being offered to subcontractors or other individuals provided that adequate manpower and proper equipment are available. It is not the Town's intent to dispose of specific equipment solely for the purposes of this provision.

Section Three. Temporary employees will only work during normal work hours. They will not be offered work outside of the above hours unless all qualified bargaining unit employees are either working or have been asked to work. Community Service people shall not be used. This applies to work under Article 33 as well.

Section Four. Except in the case of emergencies, all normal repairs and servicing on Town vehicles shall be performed by Town mechanics. Before mechanical work is sent out for outside vendor servicing the Supervisor will meet with the mechanic to discuss the need for subcontracting. Bargaining Unit work for mechanics includes all Town-owned vehicles and may include Board of Education vehicles.

ARTICLE 7 Seniority

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

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

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

ARTICLE 8 Vacancies

Section One. Job vacancy is defined as an opening, after the exercising of recall rights, if any, created by death, retirement, resignation, dismissal or transfer, or the creation of a new position in the bargaining unit. All vacancies within the bargaining unit shall be posted.

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

Section Three. If an employee is selected for the vacant position, he/she will begin in the new position within the next three (3) week period.

Section Four. An employee who is promoted shall be paid according to the pay grade of the new position.

Section Five. In the event the best qualified candidate is an outside candidate with prior experience and ability, the Supervisor may hire from the outside.

ARTICLE 9 Hours of Work

Section One. The standard workweek for full-time employees in the Public Works Department will be from 7:00 a.m. to 3:30 p.m. Monday through Friday with one-half (1/2) hour unpaid lunch break; except that Transfer Station regular employees will work a standard work week Tuesday through Saturday, from 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid lunch break on the days when the Transfer Station is closed to the public, and from 7:30a.m. to 3:30 p.m. with a one-half (1/2) hour paid lunch break on the days which the Transfer Station is open to the public. The unpaid lunch break shall be scheduled close to the middle of the shift consistent with the operating needs of the Town.

Section Two. The parties agree that the Town will attempt to accommodate reasonable requests by the Union Steward to modify the work week for all employees of the Public Works Department due to hot weather between Memorial Day and Labor Day. Such requests will not be unreasonably denied after consideration of the impact to the public and/or associated costs. The Steward shall poll all members of each bargaining unit department to determine the interest of the department's employees prior to bringing forward a request. Not with-standing the above, Transfer Station employees will be required to work the hours that the Transfer Station is open to the public as scheduled by the Town.

Section Three. All employees will receive two weeks' written notice of any change in the established work week, excepting emergencies.

Section Four. (a) The Town agrees to notify the Union and negotiate over the impact of all work schedule changes prior to their implementation. The Union agrees to conclude negotiations within two weeks. If this is not possible the Town may implement the schedule change.

(b) When it becomes necessary to change an employee's work assignment the Town shall select the least senior qualified employee.

(c) Change in workweek shall be made on the basis of reasonableness. No changes will be made for the purpose of avoiding overtime. The Town shall receive and discuss suggestions to modify the work week once established.

Section Five. Meal Period. The noon meal shall be one half hour. Employees required to work through lunch with advance approval by the employee's supervisor shall be paid for that time and shall be allowed to eat on the run during that afternoon with no loss of pay.

Section Six. Rest Periods. All employees will be allowed ten (10) minute rest periods scheduled near the middle of each half shift.

Section Seven. Employees will be given a ten minute (10)-minute personal cleanup period at the end of his/her shift.

Section Eight. Unless excused by the Public Works Director, all bargaining unit members shall remain working when the Town Hall closes for emergencies, including but not limited to snowstorms or hurricanes.

Section Nine. All work performed at the Transfer Station either on off days, or before or after regularly scheduled hours will be offered to all qualified personnel.

ARTICLE 10 Layoff & Recall

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

Section Two. Prior to reducing the work force the Town shall lay off all temporary, federally funded employees and employees who have not completed their probation period first.

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

Section Four. When it becomes necessary for the Town to reduce the workforce the Town shall give not less than thirty calendar (30) days written notice to the affected employees.

Section Five. The Town will lay off on the basis of seniority, with the least senior employee within a job classification being laid off first. A laid off employee within a job classification may bump the least senior employee in another job classification provided that the more senior laid off employee is qualified or can be qualified with a minimum amount of training. The senior qualified employee who "bumps" another employee shall be paid at the highest rate of the lower pay schedule but in no case shall such rate of pay exceed the employee's current rate. For the purposes of such layoff, job classifications shall include Highway, Fleet & Facility Maintenance, Transfer Station, Water and Grounds. The parties agree that the Town will not subcontract work during such periods of layoff in the affected departments unless otherwise permitted under Article 6 of the contract.

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

Section Six. Recall rights shall expire two years after an employee is laid off. Additionally, if an employee declines a recall opportunity, or fails to respond to a recall opportunity within five (5) days of mailing (certified or registered mail, return receipt requested) of the notice of the recall opportunity by the Town, the employee shall forfeit all recall rights. Notice of recall shall be sent to the employee's last known address. It shall be the responsibility of the employee to keep the Town updated on home address information.

ARTICLE 11 Job Descriptions

The Town shall have the right to create and revise job descriptions, subject to the Union's right to negotiate the impact, if any, of any change in a job description. Prior to implementation of a new or revised job description, the Town shall provide a copy of a modified job description to the Union and any impacted employee. The Union has the right to request that the Town review and/or revise a job description.

ARTICLE 12 Job Reclassification

Section One. Any bargaining unit employee whose job duties have changed shall request a meeting with his immediate supervisor to discuss the changes and to present data, views, and arguments justifying a reclassification. His immediate supervisor shall schedule the meeting within 30 days.

Section Two. If, at the conclusion of the meeting with the immediate supervisor, the employee still believes that a reclassification is justified, the immediate supervisor shall request a meeting with the First Selectman and Public Works Director to discuss the changes and to present the data, views and arguments. This meeting will be scheduled within thirty (30) days and an answer will be given within 15 days of this meeting by the First Selectman.

Section Three. The First Selectman will judge the request on whether there was a change in job duties substantial enough to affect the compensation grade, if so, the affected employee will be placed in the new job classification at the start of the next pay period.

Section Four. In the event that a bargaining unit employee believes his/her job duties have been substantially changed, the Union shall have the right to invoke impact bargaining in accordance with the requirements of the law.

Section Five. Employees qualified for upgraded positions will be selected prior to new employees being hired.

ARTICLE 13 Service Rating

Section One. Each employee will be evaluated in the first week in April of each year by his/her supervisor. An overall unsatisfactory service rating will deny an employee his/her next annual raise (3%) for six (6) months. Only overall unsatisfactory service ratings shall be subject to the grievance provisions. Each employee shall receive his/her service rating prior to the last workday in May. An overall unsatisfactory service rating issued after the last workday in May shall not be allowed to deny an employee his/her next annual raise.

Section Two. The employee shall be given a copy of any service rating report which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be construed to indicate agreement or approval of the rating by the employee. The current evaluation document is contained in Appendix B.

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

ARTICLE 14 Personnel Records

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

Section Two. No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, a Union steward or Staff Representative shall sign the material (indicating receipt) and be provided with a copy. A copy shall be given at the time of signing. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file. However, such grievances will be arbitral only if the employee suffers loss or prejudice, or if the material is disciplinary.

ARTICLE 15 Paid Leave

Sick Leave

Section One. All bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after completion of the probationary period. Sick leave accrues at the rate of one and one quarter (1.25) working days per completed calendar month of continuous full-time service, including authorized leave with pay, not to exceed twelve days sick leave per year. Employees will have the right to accumulate up to 90 days of sick leave, provided that:

1. Such leave starts to accrue only on the first working day of the calendar month and is credited to the eligible employee at the end of the calendar month.
2. An eligible employee employed on less than a full-time basis shall be granted leave in proportion to the amount of time worked as recorded in the attendance and leave records.
3. No such leave will accrue for any calendar month in which an employee is on leave of absence without pay an aggregate of more than five (5) working days.
4. Sick leave shall accrue for the first twelve (12) months in which an employee is receiving workers' compensation benefits.

Section Two. Sick leave pay shall be granted to eligible employees and shall be at the employee's base rate of pay:

1. When incapacitated from performing work due to non-job-related illness or injury.
2. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours, provided the employee attains a certificate from his/her doctor which is to be filed with the supervisor.
3. In the event of serious illness or injury to a member of the immediate family creating an emergency, provided that not more than five (5) days of paid sick leave per calendar year shall be granted with the approval of the supervisor.
4. Payment for any lost time from work due to an on-the-job injury for which the employee is not eligible for compensation under the Workers' Compensation Act.
5. An employee may use accumulated sick leave to make up the difference between workers' compensation payments and the employee's regular pay.
6. Illness or injury causing the use of sick leave for a consecutive period of three days or more will require a doctor's certificate to be provided.

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

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

Section Five. Each employee who retires or resigns with ten or more years of service with the Town will be paid for his sick leave at the base rate of pay. Upon death of an employee who has completed ten or more years of service with the Town, the employee's designated beneficiary shall be paid for his sick leave at this base rate of pay. Employees hired after July 1, 2013, shall be capped at payment for sick days at 45 days.

Vacations

Section One. New employees will accrue vacation time upon hire and shall be eligible to use such time after completion of their probationary period. All employees shall receive their vacation time on January 1st of each year based on prior year's accrual. Employees will accrue vacation days based on years of completed, continuous full-time employment as follows:

6 months-----	3 days
1 year-----	10 days
2 years-----	11 days
3 years-----	12 days
4 years-----	14 days
5 years-----	15 days
6 years-----	16 days
7 years-----	17 days
8 years-----	18 days
9 years-----	19 days
10 to 19years-----	20 days
20 years or more-----	25 days

In special circumstances, and no more than once per year, an employee may request up to 5 unpaid vacation days, which the First Selectman may grant in whole or in part, in his sole discretion. Such decision of the First Selectman shall not be subject to the grievance or arbitration provisions of this Agreement.

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

Section Three. Normally, individual vacation days will be requested a minimum of three or more days in advance, but an employee may request such time with at least 24 hours' notice. In case of emergency or unusual circumstances less than 24 hours' notice may be given for vacation requests. Any employee may take vacation days in conjunction with personal leave days or holidays or sick leave for medical and dental appointments.

Section Four. Assignment of vacation time off shall be made at the times desired, provided it is applied for prior to April 1st, of each year. In the event that more employees request the same vacation time than can be reasonably spared, vacation time off shall be granted upon seniority. Vacation requests shall be promptly approved or denied. Once approved vacation time must be granted.

Section Five. Upon termination in good standing (e.g., not termination for just cause) or retirement, each employee will be paid for accrued vacation at his/her current base rate of pay.

Section Six. Once an employee has given notice of resignation, no type of paid time off may be utilized as part of the notice period. The noticed period must be physically worked, or the terms of the resignation will be listed as leaving not in good standing with the appropriate actions.

Personal Leave

Section One. Each employee shall receive four (4) personal leave of absence days on January 1, of each calendar year with pay providing twenty-four (24) hours' notice is given to the employee's immediate supervisor concerning non-emergency requests. Use of personal leave of absence days for emergency purposes will be permitted with less than twenty-four (24) hours' notice. Personal leave shall not be deducted from vacation or sick time. Personal leave days not taken in a calendar year shall not be accumulated. Personal leave time may be used in two (2) hour increments.

Section Two. 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 after January 1 through March 1-Three (3) personal leave days.

Hired after March 2 through June 1-Two (2) personal leave days.

Hired after June 2 through September 1 shall not receive any personal days.

Holidays

Section One. New employees shall qualify for holiday pay upon hire. Holidays will be observed as follows:

<u>New Year's Day</u>	Sunday Friday 1/2 day to Tuesday 7am Monday Friday 1/2 day to Tuesday 7am Tuesday Monday 1/2 day to Wednesday 7am Wednesday Tuesday 1/2 day to Thursday 7am Thursday Wednesday 1/2 day to Friday 7am Friday Thursday 1/2 day to Monday 7am Saturday Thursday 1/2 day to Monday 7am
<u>Martin Luther King Day</u>	One day only, Saturday-Closed Friday, Sunday-Closed Monday
<u>President's Day</u>	One day only, Third Monday in February
<u>Good Friday</u>	One day only
<u>Memorial Day</u>	One day only, Last Monday in May
<u>Juneteenth</u>	One day only, Saturday-Closed Friday, Sunday-Closed Monday
<u>Independence Day</u>	One day only, Saturday-Closed Friday, Sunday-Closed Monday
<u>Labor Day</u>	One day only, First Monday in September
<u>Columbus Day</u>	One day only, Second Monday in October
<u>Thanksgiving Day & Day After</u>	Thursday and Friday
<u>Veterans Day</u>	One day only, Saturday-Closed Friday, Sunday-Closed Monday

Christmas Day

Sunday	Friday 1/2 day to Tuesday 7am
Monday	Friday 1/2 day to Tuesday 7am
Tuesday	Monday 1/2 day to Wednesday 7am
Wednesday	Tuesday 1/2 day to Thursday 7am
Thursday	Wednesday 1/2 day to Friday 7am
Friday	Thursday 1/2 day to Monday 7am
Saturday	Thursday 1/2 day to Monday 7am

Section Two. Transfer Station. Because of the conflict of workdays with holidays, a schedule will be set up each year, prior to January 1st, to outline the holiday schedule for this department. With approval of management, transfer station employees may schedule in advance one (1) long holiday weekend surrounding an observed Monday holiday with the understanding that not more than one (1) employee may be scheduled for the same weekend.

Section Three. Lincoln's Birthday will be treated as a floating holiday at the employee's option with prior approval by the Department Head, which approval shall not be unreasonably denied.

Section Four. Any employee who works on a holiday shall receive overtime pay in addition to holiday pay. For the Christmas Day and Thanksgiving Day holidays, any employee who works shall be compensated at the rate of double time plus his/her regular holiday pay. This section does not apply to Section six (6) of Article 20 Wages.

Pregnancy & Paternity Leave

Section One. Pregnancy leave shall be granted in accordance with the law.

Section Two. An employee will continue to accrue earned time while she is on disability leave in accordance with Article 15-Sick Leave.

Section Three. A pregnant employee will inform the Public Works Director before she leaves work if she intends to return to work.

Section Four. Paternity leave, five (5) days will be granted which shall be deducted from an employee's sick time balance to a parent at the time of birth, adoption or taking custody of a child. Additional time may be granted to an employee who requests such time pursuant to the Family Medical Leave Act (FMLA).

Volunteer Fire & Ambulance Duty

Any bargaining unit employee who is a member of the Colchester-Hayward Volunteer Fire Department shall be released from work without loss of pay or benefits to respond to emergencies (defined as structural fires and two-toned emergencies). An employee called to an emergency shall notify his/her Supervisor prior to leaving any worksite and shall return to work during any regular working hours after any such emergency call.

Jury Duty

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

Funeral

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

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

Section Three. The First Selectman may, in his/her discretion, grant additional time off for funeral leave for those relatives set forth in Section One or Two or other persons other than members of the immediate family which will be deducted from an employee's vacation time, or personal days.

Military

Military leave will be provided in accordance with applicable State and Federal law as may be amended from time to time. Upon request, copies of such applicable laws will be provided to employees.

ARTICLE 16 Grievance Procedure

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

Section Two. Format. Grievances shall be filed on mutually agreed forms which specify (a) the facts, (b) the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought. A grievance may be amended up to and including Step 2 of the grievance procedure so long as the factual basis of the complaint is not materially altered. Whenever "days" are used in this article, it shall mean "working days."

Section Three. Time Limits. If a grievance in writing is not filed within fifteen (15) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived. The time limits specified within this article except for the initial filing may be extended by mutual agreement of the Union and the Town or its designee in writing, provided that, if a grievance is not submitted to a higher step in the below procedure, it shall be deemed settled based on the answer in the last step considered. Failure by an administrator or the Town to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

Section Four. Step 1 - Immediate Supervisor. If an employee feels that he/she may have a grievance, the employee's Union steward or representative will first discuss the matter with his/her supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted in writing to the Supervisor within fifteen (15) days after the above meeting with a copy to the supervisor's Director. The supervisor shall reply within fifteen (15) working days to the Steward with a copy to the Union.

Step 2 - First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days to the First Selectman. The First Selectman shall meet with the grievant to discuss and answer the grievance within ten (10) working days.

Step 3 - Mediation. If the grievance is not resolved, the parties may, by mutual agreement, submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of Step 2 answer. A copy shall be sent to all parties.

In case of dismissal, suspension, demotion and class action or union grievance, the grievance shall be submitted directly to Step 2.

Step 4 - Arbitration. If a grievance is still not settled, it may be submitted, at the request of the Union, to arbitration. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted in writing and must be filed with the American Arbitration Association no later than ten (10) days after the First Selectman's answer under Step 2, provided that in the event, that the parties have agreed upon mediation, the grievance must be filed no later than ten (10) days after the mediation session.

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

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

ARTICLE 17

Insurance Benefits

Section One. Insurance coverage for new employees shall commence on the first day of the month after the completion of 90 calendar days. An application for insurance will be completed on the date of hire.

All bargaining unit employees may elect single, two-person, or family coverage, as follows:

Eligible employees may elect coverage under a HDHP/HSA Plan with deductibles of Two Thousand Dollars (\$2,000) for single and Four Thousand Dollars (\$4,000) for two-person and family coverage as set forth in Appendix C. In-and out-of-network benefits share the same deductible. For out-of-network the member will have an additional responsibility for 20% of the cost of services after deductible until the cost share maximum ("CSM") reaches \$4,000 single (includes deductible) and \$8,000 family (includes deductible). The CSM also includes prescription copays after deductible in the amount of \$ 10 (generic) \$25 (formulary) \$40 (non-formulary).

Effective July 1, 2024, through June 30, 2028, the Town shall fund forty-five percent (45%) of the deductible cost through deposits to eligible employee HSA accounts. Such funding shall be deposited in two (2) bi-annual deposits on the first payroll in July and January. Effective July 1, 2024, through June 30, 2028, employees who elect benefits under the HDHP plan shall contribute eighteen (18%) of the premium cost for said insurance for themselves and their dependents by bi-weekly payroll deductions.

Medical contribution credits equal to 1% of the applicable premium rates will be applied to employee payroll deductions if the employee is compliant with the Town's Wellness program. The Town's Wellness Program requires employees to do the following in order to qualify for their medical contribution credit:

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

If the Town receives notice that the total cost of a group health plan or plans offered under this Agreement will trigger an excise tax under Internal Revenue Service Code 49801, any or other local, state or federal statute or regulation during the term of this Agreement, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Only the impact of such an excise tax, as set forth in this Article would be subject to the reopener and no other provisions of the collective bargaining agreement would be opened for mid-term negotiations referred to in this paragraph.

Section Two. The Town will pay the full cost of group life insurance for all bargaining unit employees in the amount of \$50,000.

Section Three. For non-Medicare eligible employees who retire on or after July 1, 1999, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for Medicare with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage, he or she will not be eligible for readmission.

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

Section Five. Dental benefit coverage shall be provided at the same premium cost share as medical coverage. The Town shall establish a Section 125 Plan so that any insurance contribution made by employees can be made on a pre-tax basis to the extent allowed by law. Effective July 1, 2021, all employees shall have the option to enroll in a Vision plan with a \$0 exam copay, \$20 eyeglass lens copay and a \$130 allowance towards the purchase of eyeglass frames or contact lenses to allow the Town the option to change carriers in the future.

Section Six. Each employee shall pay on a bi-weekly basis his/her percent of the premium contribution based on the coverage selected by each bargaining unit employee and the Town shall pay the balance of the costs of the above-referenced medical, dental, and prescription drug coverage. Bargaining unit employees authorize the Town to deduct on a bi-weekly basis from each employee's wages the applicable premium cost sharing contributions.

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

Section Eight. As set forth more fully in the long-term disability plan design a copy of which will be made available to all employees, an employee who is disabled due to an accident or sickness which is not-

compensable under the Workers' Compensation Act and who has exhausted all his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by weekly worker's compensation benefits (not to include specific indemnity benefits covering specific loss or disfigurement), and other state or federally mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

Section Nine. Employees shall be allowed to enroll stepchildren who live with the employee or for whom the employee is responsible into the Town's health insurance plans.

ARTICLE 18

Retirement 401A and 457 Deferred Compensation Plans

Section One. Full-time employees are eligible to participate in the Section 401A Plan after completing the probationary period of employment with the Town in accordance with the plan details which will be provided to each eligible employee. The Town and employee shall each contribute as follows: July 1, 2024: 9%; July 1, 2025: 9%; July 1, 2026: 9% & July 1, 2027: 9% of their base pay only (not including overtime, longevity, etc.). 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 the annual limits allowed by law including pre-tax employer and employee contributions. The Town's contribution to the 401A plan of each bargaining unit employee shall vest in accordance with the following schedule:

After completing one (1) year of service:	20%
After completing two (2) years of service:	40%
After completing three (3) years of service:	60%
After completing four (4) years of service:	80%
After completing five (5) years of service:	100%

Section Two. Each employee shall have the option of contributing to the Town's Section 457 Plan upon employment in addition to the 401A Plan described in Section One (subject to completion of probationary period) 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 401A Plan. The Town will not make matching contributions to the 457 Plan.

ARTICLE 19

Safety and Health

Section One. The Employer shall furnish and maintain safe, healthy, and sanitary washing facilities and toilets. All bargaining unit employees are expected to use and to maintain them in good condition.

Section Two. Any employee involved in any accident shall immediately report said accident and any physical injuries sustained to his/her supervisor and the Union Steward.

Section Three. The Employer agrees to continue to make every reasonable effort to provide safe and healthful conditions of work for bargaining unit employees and to make available to said employee's protective equipment required by existing state law. Any equipment rented or leased by the Town for use by bargaining unit members will be inspected before its use, without unnecessary or unreasonable delay, for

purposes of safety and in accordance with any rental or lease agreement by an appropriate bargaining unit member and/or supervisor. Employees are to use the protective equipment provided and to conduct themselves in a safe and responsible manner. The Town also agrees to supply, upon request and need, face shields, earmuffs, foul weather gear, gloves and 12-inch or 14-inch boots. Provided all such items are used for job-related activities and not for personal use.

Section Four. Prior to operating or driving any piece of Town equipment, each operator/driver shall receive the proper training on that piece of equipment from a qualified driver or operator. All Town employees (including new employees) will be trained to run all equipment required in their job category.

Section Five. Employees are prohibited from smoking around hazardous and/or flammable materials and upon all Town properties (except in areas where members of the public are permitted to smoke) and in Town vehicles and equipment.

Section Six. No employee shall be required to work on, with or about an unsafe piece of equipment or under an unsafe or unhealthy condition. Such equipment shall be tagged by a mechanic until appropriate repairs are made. No employee shall be required to perform a task for which he/she has not received appropriate training or without qualified supervision when the absence of such training or supervision make the task unsafe. Such conditions shall be immediately reported to the employee's supervisor for appropriate action.

Section Seven. No employee shall be disciplined for refusal to work or to operate equipment when he/she has reasonable grounds to believe that such would result in imminent danger to life or cause serious physical harm. In event of imminent danger to the safety of employees performing a particular task, the employees involved should immediately inform the on-site supervisor or, if the on-site supervisor is not available for immediate inspection, the Department Head who will assign a qualified individual or entity to inspect the apparatus.

ARTICLE 20

Wages

Section One. All employees shall receive their wages on a bi-weekly basis through direct deposit to an account designated by such employee. Paystubs will be provided electronically.

Section Two.

Grade 1	Plant Operator in Training
Grade 3	Transfer Station Operator
Grade 2	Grounds GM-1
Grade 2	Highway HM-1
Grade 3	Mechanic 1
Grade 3	Grounds GM-2
Grade 3	Highway HM-2
Grade 5	Facility Maintainer

Grade 4	Grounds GM-3
Grade 6	Mechanic 2
Grade 5	Highway HM-3
Grade 6	Highway HM-4
Grade 6	Plant Operator
Grade 7	Grounds Working Supervisor
Grade 8	Mechanic 3
Grade 8	Highway Working Supervisor
Grade 9	Chief Plant Operator

Section Three. The wage schedules for bargaining unit employees are attached as Appendix A. Due to wage corrections on July 1, 2024, the general wage increase for July 1, 2024, is 0%, July 1, 2025, 3%, July 1, 2026, 3%, July 1, 2027, 3%, effective retroactively if necessary.

Section Four. Longevity. After the completion of the fifth year of continuous service, longevity compensation shall be paid each year on the first pay period in July, as follows:

6th to 9th year of service	\$500
10th to 14th year of service	\$600
15th to 19th year of service	\$700
20th to 25th year of service	\$800
25th to 30th year of service	\$900
Over 30 years of service	\$1,000

Section Five. An employee who performs work in a higher job classification for one or more days shall be compensated at that higher job classification's rate of pay for the hours worked in that position. When a bargaining unit employee fills in for the Admin. Supervisor for one or more days, they shall receive a 10% pay differential.

Section Six. Bargaining unit members responding to a scheduled or unscheduled water main break outside of normal work hours shall be compensated at one hundred twenty-five dollars (\$125.00) per hour. A Water Department employee(s) shall be the first to respond to said breaks on regular overtime rates to assess the situation and close valves necessary to isolate the leak. They shall postpone the repair to the next workday if it does not pose an immediate and unavoidable safety risk to the public. If there is a need to proceed with the repair at that time, Water Department staff must contact the Public Works Director who shall authorize said repair.

Should the repair be authorized, the Water Department employee(s) will be paid at the one hundred twenty-five dollars (\$125.00) per hour rate from their initial call-in. This section is excluded from any and all "Double Time" and "Holiday" provisions of this contract. Article 26 (Overtime), Section Fifteen (Rest Breaks) does not apply to this section.

ARTICLE 21 Disciplinary Action

Section One. "Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.

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

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

Section Four. An employee must be notified prior to being suspended or dismissed.

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

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

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

Section Eight. Before any Union Steward is disciplined with a suspension or termination, the Town will meet with the Steward and the Union Staff Representative to conduct a pre-disciplinary hearing.

Section Nine. Bargaining unit members shall notify the Town should they be arrested for any reason. The Town reserves the right to terminate employees who are unable to perform their job functions due to license status, conviction of a serious misdemeanor or conviction of a felony. This applies to Grounds employees who must maintain a clean background in order to access school grounds.

ARTICLE 22 Savings Clause

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

ARTICLE 23 Union Convention/Training Sessions

Section One. The Town shall, upon reasonable advance notice, permit no more than four (4) employees to attend one convention each year without loss of pay or benefits, to be taken as a personal day.

Section Two. The Town shall, upon reasonable advance notice, permit up to two (2) employees whom the Union designates, to attend a one-day training session per contract year. The time shall be taken without loss of pay or benefits.

ARTICLE 24 Duration

Section One. This agreement shall be effective upon signing and shall remain in full force and effect until the thirtieth day of June 2028. This Agreement shall remain in full force and be effective during the period of negotiations.

Section Two. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement. Negotiation sessions shall commence in or about January 2028, with an expected completion date of June 30, 2028.

ARTICLE 25 Employee Mileage Expense Reimbursement

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

ARTICLE 26 Overtime

Section One. Scheduled Overtime shall be that which is necessary for the timely completion of regular work in process when the need for such work is known reasonably in advance of its required commencement. When scheduled overtime is required, employees will be notified by the appropriate supervisor or the Public Works Director at least prior to the end of the employees' preceding shift. Scheduled overtime, when required, will be scheduled between the hours of 6:00 a.m. to 5:00 p.m. on Saturdays, Sundays, and holidays with a half hour off for unpaid lunch at 12:00 p.m.

Section Two. Unscheduled overtime shall be that which is required in the event of emergencies and to complete emergent work or work in process. When unscheduled overtime is required, employees will be called in by the appropriate supervisor or held over as necessary unless the employee can provide a reasonable excuse as to why he or she is not available.

Section Three. All employees shall be subject to call-in for snow and/or ice and/or other emergency assignments. In the event an employee is not available to be called on any given evening, he/she shall provide advance notice to his/her supervisor. Employees shall provide their supervisor with an appropriate phone number where he/she may be reached.

Section Four. Employees who work more than forty (40) hours in any one week and/or more than eight hours in any one day, shall be compensated for overtime at the rate of time and one half. All paid leave will be considered as hours of work for the purpose of determining payment of overtime for all employees. Employees who are scheduled, at least prior to the end of the employees' preceding shift, to work overtime on Saturdays, Sundays or holidays shall be paid at the rate of time and one half for all hours worked.

Employees shall be compensated at double-time for unscheduled work on Sundays. Saturday and Sunday payment rates only apply for those employees who are not normally scheduled to work during the weekend. In the event an employee is called into work within two (2) hours of the start of their shift shall be paid for the time worked, otherwise employees called in shall be paid for a minimum of two (2) hours. Employees will be paid in quarter (1/4) hour increments, rounding up to the next quarter (1/4) hour for the work completed. at least prior to the end of the employees' preceding shift.

Section Five. Employees are to arrive at their designated location within a reasonable amount of time, but in no event shall this time be more than one hour from the time of the call from the Town for overtime. They shall be paid from the initial call-in, not to exceed one hour unless approved by the supervisor.

Section Six. Any employee who works on a holiday shall receive overtime pay in addition to holiday pay. For the Christmas Day and Thanksgiving Day holidays, any employee who works shall be compensated at the rate of double time plus his/her regular holiday pay. This Section does not apply to Article 20 (Wages), Section Six (Water main breaks).

Section Seven. The employer shall survey bargaining unit employees to determine willingness to work voluntary, scheduled overtime by department. Voluntary overtime shall be distributed equally among qualified volunteers with similar skills and duties. When an employee refuses voluntary scheduled overtime, the hours offered shall be charged to the employee as if worked, for equalization purposes. Employees who are asked to work overtime with less than three and one-half (3.5) hours remaining of their shift and who are unable to work, shall not be charged refusal time.

Section Eight. If the employer cannot fulfill an overtime assignment on a voluntary basis, the least senior qualified employee shall be ordered to staff the overtime assignment unless he or she can provide a reasonable excuse. In that case, the employer will order the next least senior qualified employee to work the overtime assignment.

Section Nine. Overtime records shall be maintained at each facility which utilizes employees on overtime. Such records shall be posted in an area convenient to the employees and shall be kept in a manner easily understandable by the employees. The Town shall post updated overtime records every two weeks. Accrued overtime hours will be zeroed-out at the end of each fiscal year (June 30).

Section Ten. All work performed at the Transfer Station either on off days, or before or after regularly scheduled hours will be offered to all qualified personnel.

Section Eleven. Any employee called in for unscheduled overtime will have their meals provided for by the Town, additionally, any employee who is called in prior to 6:00 a.m. on a regular workday will have breakfast, lunch and dinner meals provided for by the Town as long as they are still working. Any employee who works past 6:00 p.m. on a regular workday will have dinner provided by the Town.

Section Twelve. Mealtimes will be as follows: Breakfast 6:00 a.m., Lunch 12:00 p.m., Dinner 6:00 p.m. Meal periods will be a paid half-hour in duration and will be scheduled within one hour before or after the established time. Meal reimbursement shall be as follows: Breakfast, \$8.00, Lunch, \$12.00, Dinner, \$16.00.

Section Thirteen. If during extended work or operations an employee becomes fatigued, he/she may request to be relieved from duty. In such cases, the supervisor shall release the fatigued employee as quickly as possible. An employee who is released shall not be required to report again for at least eight (8) hours. Release time shall be without pay, except that if the release falls within the employee's normal work schedule, the employee shall be paid, and the time shall be deducted from the employee's leave.

Section Fourteen. Employees who live out of town shall be allowed to remain at the garage between a late night and their next shift.

Section Fifteen. An employee engaged in extended weather-related operations e.g., snow/ice storms or hurricanes etc. shall be entitled to a two (2) hour rest break without loss of pay or benefits after working twelve (12) consecutive hours. The scheduling of the breaks shall be in the best interest of the Town, e.g., work may continue to the thirteenth (13th) hour to finish clearing the roads, or to avoid all employees breaking at the same time. The Town may schedule breaks prior to the twelfth (12th) hour depending on weather conditions. If, for reasons of safety, an employee requests their rest break the Town shall make every reasonable effort to meet that request. If an employee has earned a rest break but is released from duty without having received the full rest period, he/she shall be paid for the remainder of the rest period. If a meal break comes at the same time as the rest break, the break shall be extended to include the mealtime. This Section does not apply to Article 20 (Wages), Section Six (Water main breaks).

ARTICLE 27

Uniforms/Protective Clothing/Tools

Section One. The Town shall provide each employee (within 30 days of the date of employment) with eleven (11) uniforms and two (2) jackets. Employees will have a choice of two (2) pairs of coveralls (winter or summer) or insulated bibs, these items are not included in the uniform cleaning services. Such coveralls/bibs will be replaced with the approval of the Department Head.

Section Two. As required by OSHA, all employees are to wear safety shoes. Employees shall receive a safety shoe allotment of two hundred dollars (\$200.00) during each contract year (e.g., July 1 through June 30). New hires are eligible for shoe money after one (1) year of employment. New hires must report to work with safety shoes. Reimbursement (excluding tax) shall be paid within the two (2) to four (4) week period following the employee's submission of receipts to the Town documenting such proof of purchase of safety shoes.

Section Three. The Town will furnish all tools and sockets over 1 1/4 inches needed to repair Town equipment.

Section Four. The Town will provide insurance coverage for the mechanics tools up to \$30,000 with no deductible. For insurance coverage purposes, documentation of the inventory of such mechanics' tools shall be required and shall be provided to the town by each mechanic in writing no later than sixty (60) days after the signing of this contract, or coverage shall be waived. The Town will provide a tool reimbursement of 0.2% of their net investment (not to exceed \$100.00 per month) payable the first paycheck of each month.

Section Five. All Town vehicles will be equipped with mobile two-way radios.

Section Six. An employee whose eyeglasses or hearing aids are ruined while in the course of duty shall be reimbursed by the Town for repair, if possible, or replacement, provided the employee notifies the First Selectman of the incident within two working days, in writing, and provided the employee submits a receipt for such expenses within seven days of repair/replacement. No reimbursement will be made where the damage is a result of normal wear and tear, or where the damage is a result of negligent, reckless or intentional conduct by the employee.

ARTICLE 28

Probationary Period

Section One. Until expiration of the first six months of employment (any lost time will extend the probationary period), an employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Probationary employees shall be evaluated after three months. An employee's probationary period may be extended for a period of time not to exceed an additional ninety (90) working days at the sole discretion of the Town.

The promotional working test period will be forty-five (45) working days (any lost time will extend the probationary period). Should the employee fail their promotional working test period they shall be returned to their previous position and wage scale.

ARTICLE 29

Management Rights

Section One. Except as otherwise limited by an express provision of this Agreement the Town reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of an agency and the method and means necessary to fill that mission, including the contracting out of or the discontinuing of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees for just cause; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

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

ARTICLE 30

On-Call Duty Payment

Any Water Department employee who is assigned to on-call duty will be required to carry a cell phone and will be paid a one hundred and seventy-five dollar (\$175) per week stipend to respond to calls in addition to call-in pay.

ARTICLE 31

Training

Section One. The Town shall continue to provide necessary training or continuing education to maintain certifications. All such training or continuing education must be pre-approved by the Public Works Director.

Section Two. The Town shall pay the registration cost of training courses or programs which are necessary for bargaining unit employees to obtain and/or maintain required certifications or licenses in their positions as Town employees provided that such employees obtain the approval of the Director of Public Works prior to registering for the course or program. It is understood that the number of requests approved may be limited by the availability of the remaining funds budgeted annually for this purpose.

Section Three. The Town will incorporate on-the-job equipment training to help members move towards advancement. The Grounds Supervisor and Highway Supervisor shall work together to facilitate interdepartmental training.

Section Four. The Town will contribute 50% of the fee for bargaining unit members to obtain their Class “B” or “A” CDL license. The employee’s share of the fee is due upfront, paid to the company of the Town’s choice and shall not be refundable. This commitment may require the employee to sign a contract with the Town. The Town at their sole discretion may elect to discontinue this offer at any time. An employee acquiring or upgrading their CDL does not constitute an immediate promotion.

Section 5. Should the employee fall into anyone (1) of the below categories they shall, through the next payroll deduction, reimburse the Town its share of the training.

- 1.-not complete the process within the one (1) year permit window
- 2.-drop out before completion
- 3.-resign before completion
- 4.-be terminated by the Town before completion
- 5.-fail a drug or alcohol test within a three (3) year period of receiving said CDL
- 6.-lose their driving privileges in the state within a three (3) year period of receiving said CDL
- 7.-not stay employed in a Public Works position requiring said CDL for a three (3) year period

ARTICLE 32

Promotions & Transfers

Section One. A bargaining unit employee may move up into a next level position (providing there is a vacancy) if they meet the criteria and requirements in the job description and have a satisfactory performance standing for the past 12 (twelve) months. New hires with less than 12 months seniority are not eligible for promotions. An employee can only advance one level in a contract year. An employee seeking advancement after completing the required training for the next level position must notify the Public Works Director in writing and provide verification of the required training. There shall be a proficiency test where operation of equipment is involved. At minimum, proficiency testing shall take place in the first week in April and October of each year. The employee will remain in their current position until the promotion into the vacant position is granted by the Town, which shall not exceed twenty-one (21) calendar days.

Section Two. A lateral transfer is not considered a promotion; therefore, no compensation is warranted. New hires with less than 12 months seniority are not eligible to request a transfer.

ARTICLE 33

Drug & Alcohol Testing

Section One. The Town does not intend to implement a zero-tolerance policy regarding violation of the Alcohol and Drug Testing Policy by first offenders whereby first offenders would be summarily discharged regardless of mitigating factors that may be considered on a case-by-case basis. Instead, the Town intends to consider mitigating factors on a case-by-case basis including but not limited to the first offender's length of service, overall attitude, performance history, disciplinary history, nature and degree of the offense in question, other misconduct while under the influence of drugs or alcohol, and damages resulting from the offense - potential or actual.

Section Two. The Town does intend to implement a zero-tolerance policy regarding second offenders whereby any such violators will be subject to immediate discharge for violations of the Alcohol and Drug Testing Policy subject to the Union's right to contest the action under the just cause provision of the collective bargaining agreement.

Section Three. Bargaining unit members have a duty to maintain their driver's license in good standing. Employees shall notify the Public Works Director, the First Selectman and their supervisor if their license is or will be suspended. Employees shall notify the Town should they be arrested for driving under the influence of drugs or alcohol.

Section Four. The Town reserves the right to terminate employees who are unable to perform their job functions due to license status, subject to the Union's right to contest the action under the just cause provision of the collective bargaining agreement.

Section Five. 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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS

THE _____ DAY OF DECEMBER 2023

Theo Horesco
MEUI Representative

Bernard Dennler
First Selectman

**Town of Colchester Public Works and Water Department
Salary Schedules**

Job Title	Grade	FY 24-25	FY 25-26 (3%)	FY 26-27 (3%)	FY 27-28 (3%)
Plant Operator in Training	G1	\$23.32	\$24.84	\$26.50	\$28.15
Grounds Maintainer 1 Highway Maintainer 1	G2	\$24.98	\$27.73	\$30.56	\$33.12
Grounds Maintainer 2 Highway Maintainer 2 Mechanic 1 Transfer Station Operator	G3	\$25.60	\$28.74	\$31.97	\$35.32
Grounds Maintainer 3	G4	\$29.50	\$31.89	\$34.34	\$36.35
Highway Maintainer 3 Facility Maintainer	G5	\$32.00	\$33.71	\$35.53	\$37.41
Highway Maintainer 4 Mechanic 2 Plant Operator	G6	\$32.37	\$35.16	\$38.04	\$41.00
Grounds Working Supervisor	G7	\$35.62	\$38.19	\$40.83	\$43.56
Highway Working Supervisor Mechanic 3	G8	\$40.00	\$42.70	\$44.39	\$46.13
Chief Plant Operator	G9	\$44.06	\$46.78	\$49.59	\$52.48

EMPLOYEE EVALUATION

EMPLOYEE INFORMATION

NAME _____
 DEPARTMENT / JOB TITLE _____
 REVIEW PERIOD _____
 EVALUATOR NAME _____
 DATE _____

RATINGS BY SKILL AREA

Circle One

WORK QUALITY Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

PRODUCTIVITY Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

COMMUNICATION Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

COLLABORATION Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

INITIATIVE Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

PUNCTUALITY Fails Expectations Meets Expectations Exceeds Expectations

COMMENTS

OVERALL RATING Fails Expectations Meets Expectations Exceeds Expectations

ADDITIONAL COMMENTS

§ 129-28. Statutory authority.

The Town of Colchester adopts this ordinance pursuant to Section 12-81w of the Connecticut General Statutes to provide for a property tax exemption for eligible volunteer members of Colchester Fire & EMS.

§ 129-29. Eligibility.

A. Colchester Fire & EMS members who pay property taxes in the Town of Colchester shall be eligible for the property tax exemptions provided herein if they meet the criteria listed in Section § 129-29. B. or § 129-29. C. below for the year for which the property taxes are due and payable.

B. Standard exemption criteria.

(1) A volunteer member of Colchester Fire & EMS must be: (i) an active member in good standing, (ii) not be on probation and (iii) have achieved at least one year of service by October 1 of any year to be eligible for an exemption of municipal property taxes due on July 1 of the following year. A member in good standing shall be defined as having fulfilled the annual requirements for membership in Colchester Fire & EMS and an individual who has not voluntarily withdrawn from membership or has not been expelled or suspended from membership.

(2) The Colchester Fire & EMS member must have received the minimum number of "Call Responses" during the one year of service as well as meet all the annual training requirements prior to October 1 of any year. Call Responses are earned and awarded pursuant to § 129-32.

(3) The Colchester Fire & EMS member must have been found to have met the eligibility criteria by the Chief of the Fire Department and the President of the Fire Company.

C. Disability exemption criteria.

(1) If a Colchester Fire & EMS member becomes permanently or temporarily disabled as a result of the performance of his or her duties as a Colchester Fire & EMS member, he or she shall be eligible for an exemption of municipal property taxes if the following criteria are met:

(i) At the time the volunteer became permanently or temporarily disabled, he or she had been a member in good standing of Colchester Fire & EMS, and not on probation.

(ii) The Chief of the Fire Department and the President of the Fire Company make a written request to the Board of Selectmen on behalf of the Colchester Fire & EMS member, detailing the specifics of the incident in which the member became permanently or temporarily disabled and recommending an exemption amount and a duration for the exemption to be applied, provided that no exemption shall be requested for an amount greater than that authorized by Section 12-81w of the Connecticut General Statutes.

(iii) Upon receipt of a written request from the Chief of the Fire Department and the President of the Fire Company pursuant to subsection C.(ii) of this section, the Board of Selectmen shall consider the facts, inquire further and investigate, if necessary, and, in its own discretion, make a determination as to the amount of the exemption, if any, and as to the duration that an approved exemption will be granted. Any exemption granted by the Board of Selectmen shall require four (4) affirmative votes.

(iv) The Board of Selectmen shall have the discretion to make the final determination of whether a Colchester Fire & EMS member's permanent or temporary disability resulted from the performance of his or her duties as a Colchester Fire & EMS.

(v) Upon the approval of an exemption for a Colchester Fire & EMS member made in accordance with subsection C. (iii) of this section, the Board of Selectmen shall notify the Town's Assessor in writing and provide the Colchester Fire & EMS member's full name, address, date of birth, the exemption amount and the duration that the exemption will be granted.

§ 129-30. Certification of eligible members.

A. The Chief of the Fire Department and the President of the Fire Company shall jointly certify an annual list of every member who has qualified to receive an exemption. The list shall include each member's full name, address, date of birth, total number of Call Responses earned during the past year and the level of exemption as determined in accordance with the exemption benefit schedule set forth in § 129-31.

B. In reference to the October 1, 2020 Grand List and every subsequent Grand List thereafter, on or before December 1 of each year, the Chief of the Fire Department and the President of the Fire Company shall submit to the Board of Selectmen and the Assessor a list certified by both the Chief of the Fire Department and the President of the Fire Company identifying the Colchester Fire & EMS members who are eligible for an exemption pursuant to § 129-29.

C. If the Chief of the Fire Department and the President of the Fire Company fail to provide the Board of Selectmen and the Town Assessor with the list of members who are eligible for an exemption prior to the required deadline set forth in subsection § 129-30. B., no Colchester Fire & EMS member shall be eligible for an exemption in the following year.

D. The Chief of the Fire Department and the President of the Fire Company shall cause to be maintained such records as may be required by the Board of Selectmen in order to verify a Colchester Fire & EMS member's eligibility. These records shall be kept for a period of no less than seven (7) years.

§ 129-31. Exemption benefit schedule.

A. Colchester Fire & EMS members meeting the eligibility criteria set forth in § 129-29. may be granted an exemption of town-levied taxes for real property, motor vehicles or personal property for which the eligible Colchester Fire & EMS member may be liable. For any Colchester Fire & EMS member to receive this exemption for the July 1 tax bill of any year, the Board of Selectmen and the Town Assessor must receive the certified qualification list from the Chief of the Fire Department and the President of the Fire Company on or before December 1 of the preceding calendar year. Any exemption will apply to the eligible Colchester Fire & EMS member's assessment on the previous October 1 Grand List.

B. Definitions and eligibility requirements for varying levels of exemptions are as follows:

1. Definition of Level One exemption. The "Level One exemption" shall be defined as an exemption applicable to the assessed value of real or personal property up to an amount equal to the quotient of \$490,000 divided by the town's mill rate in effect at the time of the assessment, such mill rate being the mill rate that was applicable to the previous year's Grand List, expressed as a whole number of dollars per \$1,000 of assessed value. Anything to the contrary notwithstanding,

no Colchester Fire & EMS member shall be eligible for an exemption in excess of the amount of property assessed to the Colchester Fire & EMS member on the applicable Grand List.

(i) Qualification requirement for “Level One exemption.” To qualify for the Level One exemption as defined in this subsection § 129-31. B., the Colchester Fire & EMS member must meet the Call Response and training session criteria set forth in subsection § 129-32. B. during the one-year period prior to the October 1 assessment date for the year at issue. Call Responses will be awarded to each Colchester Fire & EMS member in accordance with the “Earned Points System” as set forth in § 129-32.

2. Definition of Level Two exemption. The “Level Two exemption” shall be defined as an exemption applicable to the assessed value of real or personal property up to an amount equal to the quotient of \$980,000 divided by the town's mill rate in effect at the time of the assessment, such mill rate being the mill rate that was applicable to the previous year's Grand List, expressed as a whole number of dollars per \$1,000 of assessed value. Anything to the contrary notwithstanding, no Colchester Fire & EMS member shall be eligible for an exemption in excess of the amount of property assessed to the Colchester Fire & EMS member on the applicable Grand List.

(i) Qualification requirement for “Level Two exemption.” To qualify for the Level Two exemption as defined in this subsection § 129-31. B., the Colchester Fire & EMS member must meet the Call Response and training session criteria set forth in subsection § 129-32. B. during the one-year period prior to the October 1 certification date for the year at issue. Call Responses will be awarded to each Colchester Fire & EMS member in accordance with the “Earned Points System” as set forth in § 129-32.

3. Definition of Level Three Exemption. The “Level Three exemption” shall be defined as an exemption applicable to the assessed value of real or personal property up to an amount equal to the quotient of \$980,000 divided by the town's mill rate in effect at the time of the assessment, such mill rate being the mill rate that was applicable to the previous year's Grand List, expressed as a whole number of dollars per \$1,000 of assessed value. Anything to the contrary notwithstanding, no Colchester Fire & EMS member shall be eligible for an exemption in excess of the amount of property assessed to the Colchester Fire & EMS member on the applicable Grand List.

(i) Qualification requirement for “Level Three exemption.” To qualify for the Level Three exemption as defined in this subsection § 129-31. B., the Colchester Fire & EMS member must have completed twenty-five years of service and have reached the age of 55. Prior to 2001, all years of service count toward the twenty-five years of service. For years 2001 and thereafter, only years of active service (as defined below) count toward the twenty-five years of service.

1. “Active Service” is defined as having met the minimum requirements as defined in § 129-31. B.(6).

2. Active Service years do not to be contiguous.

(ii) The Level Three exemption is designed for those members who served for twenty-five years with the Colchester Fire & EMS and are aged 55 or older. Retirement is not mandatory and nothing contained herein prohibits a member with twenty-five or more years of service from choosing to remain in active service. Members who have reached twenty-five years of service and remain in active service are eligible to obtain the additional exemptions set forth in Level Four and Five herein as long as they meet the requirements provided herein.

4. Definition of Level Four exemption. The "Level Four exemption" shall be defined as an exemption applicable to the assessed value of real or personal property up to an amount equal to the quotient of \$1,475,000 divided by the town's mill rate in effect at the time of the assessment, such mill rate being the mill rate that was applicable to the previous year's Grand List, expressed as a whole number of dollars per \$1,000 of assessed value. Anything to the contrary notwithstanding, no Colchester Fire & EMS member shall be eligible for an exemption in excess of the amount of property assessed to the Colchester Fire & EMS member on the applicable Grand List.

(i) Qualification for the "Level Four exemption". To qualify for the Level Four Exemption as defined in this subsection § 129-31. B., the Colchester Fire & EMS member must meet the Call Response and training session criteria set forth in Section § 129-32. B. during the one-year period prior to the October 1 certification date for the year at issue. Call Responses will be awarded to each Colchester Fire & EMS member in accordance with the "Earned Points System" as set forth in § 129-32.

5. Definition of Level Five exemption. The "Level Five exemption" shall be defined as an exemption applicable to the assessed value of real or personal property up to an amount equal to the quotient of \$1,960,000 divided by the town's mill rate in effect at the time of the assessment, such mill rate being the mill rate that was applicable to the previous year's Grand List, expressed as a whole number of dollars per \$1,000 of assessed value. Anything to the contrary notwithstanding, no Colchester Fire & EMS member shall be eligible for an exemption in excess of the amount of property assessed to the Colchester Fire & EMS member on the applicable Grand List.

(i) Qualification requirement for "Level Five exemption." To qualify for the Level Five exemption as defined in this subsection § 129-31. B, the Colchester Fire & EMS member must meet the Call Response and training session criteria set forth in Section § 129-32. B. during the one-year period prior to the October 1 certification date for the year at issue. Call Responses will be awarded to each Colchester Fire & EMS member in accordance with the "Earned Points System" as set forth in § 129-32.

6. Active Service is defined as having met the minimum Call Response and training requirements the previous year.

(i) Although a member may qualify for more than one of the exemption levels provided in this Section § 129-31., no member may receive more than one of the exemptions enumerated herein in any one tax year.

§ 129-32. Earned Points System and Administration.

A. Requirements are calculated during the time period of October 1 – September 30 in each year.

B. Years of Service, Call Responses, Department Duty shifts and Training Requirements shall be earned and awarded to Colchester Fire & EMS members as follows:

1. Years of Service:

Each Full Year of Service shall equal one (1) call toward the Call Response requirement.

2. Call Responses:

Level One Exemption: 115 – 190 calls

Level Two Exemption: 191 – 266 calls

Level Four Exemption: 267 – 342 calls

Level Five Exemption: 343 or more calls

3. Department Duty Shifts:

One (1) Shift, as defined by department policy, shall equal based on certification:

Firefighter OR EMR/EMT – Two (2) Call Responses

Firefighter AND EMR/EMT – Three (3) Call Responses

4. Training Requirements:

Attend, participate and complete the training requirements set forth in the Fire Department Yearly Training Policy for the level of service and/or department rank annually and have successfully completed training in all of the OSHA-mandated subject areas.

C. The Chief of the Fire Department or his/her designee shall be solely responsible for determining which training sessions are approved and the Chief of the Fire Department or his/her designee shall post information regarding training sessions at the firehouse or notify members of training sessions in advance of the sessions being offered.

§ 129-33. Application and record of exemption.

A. The exemption provided pursuant to this ordinance shall be applicable for any real or personal property owned by any eligible Colchester Fire & EMS member, whether such property is owned individually, jointly or as tenants in common with one or more other persons. To receive this exemption, the eligible Colchester Fire & EMS member's name must appear as a legal owner of record of such property.

B. The exemption shall be applied first to any real property owned by the eligible Colchester Fire & EMS member. If the eligible Colchester Fire & EMS member owns more than one parcel of real property in the Town of Colchester, the exemption shall be applied first to such Colchester Fire & EMS member's primary residence. In the event that the eligible Colchester Fire & EMS member does not own real property, the

exemption will be applied to the personal property of such Colchester Fire & EMS member in the manner that the Town Assessor deems appropriate. Under no circumstances shall the exemption exceed \$2,000 of tax benefit per eligible Colchester Fire & EMS member in any given assessment year.

C. The Chief of the Fire Department and the President of the Fire Company are delegated the authority to administer this program and promulgate rules, forms and regulations consistent with this ordinance and applicable state statutes. The Chief of the Fire Department and the President of the Fire Company shall determine the best methods for tracking, calculating and reporting points earned by members.

D. The Chief of the Fire Department and the President of the Fire Company shall (i) maintain proper records of all Call Responses, training and other criteria described herein, (ii) maintain records as may be required by the Board of Selectmen (iii) report information to the Board of Selectmen related to this ordinance when requested. All records maintained in accordance with this ordinance, shall be kept for a period of no less than seven (7) years by Colchester Fire & EMS.

§ 129-34. Effective date.

The exemptions provided by this ordinance shall become effective commencing with the October 1, 2023, Grand List.

Tax Exemption Changes

- Remove the barrier of volunteers receiving the tax exemption for stipends or incentives received for their services.
 - Current ordinance created this barrier
- Level 3 exemption for retired members can now retire at 25 years and receive that levels tax exemption, but if they stay on they can gain additional levels if they meet those criteria.
 - This keeps personnel with institutional knowledge and years of experience with the department and not leave for the benefit of just receiving this exemption
- Addition of Level 4 & Level 5 tax exemption for approximately \$1,500 and \$2,000, as provided by state legislation. (CGS 12-81w)
 - As provided by the law
- Earned point system has changed to include more streamlined system which includes years of service, call responses, department shifts and annual training requirements.
 - These are geared directly to the services needed for the community and more in line with an incentive for services. Streamlined and easier to follow/manage, Operational based and not Socially based for the organization.

2023 SCBA Replacement Plan

Justification:

- Current SCBA (2019) in service do not meet the NFPA 1981-2019 Edition
 - Lacking the technological advancements currently available
 - No Options for upgrades to bring to current standard
 - Nematic Data Logging for pack changes and situations that occur with the unit
 - Design does not ergonomics of long time use for firefighters
 - No rectus fitting for the buddy breather to the RIT pack
 - No high-pressure line in RIT pack to fill UAC for any type of air pack
- Previous RFP that was accepted resulted in legal ramifications for inability to meet requirements
- AVON (ISI) SCBA are no longer manufactured for the fire service
 - Support for parts, repairs and annual testing requirements will be next to follow
- Maintenance assistance lacking with current vendor
 - Vendor is slow to come out and complete repairs leading to increased down times.
- No interoperability with other departments in the area
 - No other FDs have AVON air packs in Connecticut
 - SCBA are not interoperable resulting in issues with providing assistance to other departments for RIT operations
 - Retrofitting for our RIT pack to be able to provide air to downed firefighters, not optimal but it created a workable solution to a problem in the interim
- SCBA are going out of service for repairs at increased intervals
 - SCBA are going out of service for HUD issues, Mask failures, damage to the back plate, broken O-rings, PASS Device Failures, etc
 - Limits SCBA available for firefighters at a IDLH and/or fire incident; currently only have 35

- Unable to purchase additional units for the new apparatus or for the staff officers. No way to expand out inventory if needed or replace if damaged.

Purchase Plan:

1. Create an itemized breakdown of SCBA and components needed for replacement
 - a. Include costs for each to obtain and overall cost to compile a final package
2. Investigate the selling of the current AVON SCBA packs to assist with offsetting the overall cost of the new package.
3. Present to the volunteer fire company and request a donation out of the Bendas Donation for purchase of a package.
4. Present to the Town and request a percentage of buy out or lease for purchase of a package.
5. Create an RFP for SCBA to be released once approval from the town or Research use of cooperative purchasing programs (HGAC or Sourcewell).
6. If applicable, Review of submitted bids for acceptance and/or exceptions needed.
7. Purchase of new SCBA with implementation to the department
 - a. Deliver Date, Training, maintenance, fit testing.

Cost Breakdown:

SCBA Air Packs (4.5 Air-Pak X3 Pro)

ET1	6	\$46,326	C28	1	\$7,721
ET2	6	\$46,326	C128	1	\$7,721
ET3	6	\$46,326	C228	1	\$7,721
ET4	6	\$46,326	C328	1	\$7,721
L1	6	\$46,326			
R1	7	\$54,047			
S2	2	\$15,442	TOTAL	43	\$332,003

SCBA Bottles (30 Minute/30 Year Carbon Wrapped)

SCBA Bottles	100	\$75,900
TOTAL	100	\$75,900

SCBA Masks

Small	10	\$3,750
Medium	50	\$18,750
Large	10	\$3,750
TOTAL	70	\$26,250

SCBA RIT Packs & Parts

RIT-PAK III	2	\$7,950
60 Min Cylinder	3	\$4,692
TOTAL	5	\$12,642

SCBA Confined Space Packs

Ska-Pak AT Supplied Air Respirator	4	\$13,000
TOTAL	4	\$13,000

SEMS II Gateway

SEMS II, USB GATEWAY	3	\$6,564
TOTAL	3	\$6,564

OVERALL PROJECT TOTAL		\$466,359
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Financial Support:

Colchester Volunteer Fire Company Donation		\$150,000
CIP SCBA Replacement	2019-\$20,00/2020-2024 \$18.,000	\$92,000
TOTAL		\$242,000
MONEY NEEDED	Unassigned Fund Balance?	\$224,359
SCBA Replacement Total		\$466,359
3%-4% increased after December 31, 2023		3% = \$480,349.77 4% = \$485,013.36

Purchase/Leasing Options:

Direct Purchase Option	\$0 Interest	\$224,359 from Unassigned Fund Balance one-time payment
3-Year Lease to Own at 6% Annual Rate	\$40,000 Interest	\$121,500 per year through CIP
7-Year Lease to Own at 6% Annual Rate	\$81,000 Interest	\$58,000 per year through CIP

TO: Board of Selectmen, Town of Colchester
FROM: Kate Byroade, Library Director
Date: December 7, 2023
Re: Acceptance of Grant Contract with the Connecticut State Library

Cragin Library submitted an application for a Fiber to the Library-Internet Connection (FTTL-IC) grant from the Connecticut State Library in the amount of **\$19,519.50** to pay for equipment and installation of the equipment to upgrade the Library's Internet connections and network. The grant has been awarded and the Town of Colchester Board of Selectmen must to pass a resolution authorizing the First Selectman to sign the contract.

Motion:

Resolved, that Bernie Dennler, the duly elected First Selectman is empowered to execute and deliver in the name and on behalf of this organization a certain contract with the Connecticut State Library, State of Connecticut, for a Fiber to the Library-Internet Connection grant to pay for equipment and installation of the equipment for the Library's Internet connection and networks.