

Taryn Scott

From: Bernard Dennler
Sent: Wednesday, January 3, 2024 2:58 PM
To: Taryn Scott
Subject: FW: Correspondence on SCBA

From: Michael Dubreuil <dubreuil@gmail.com>
Sent: Wednesday, December 20, 2023 1:23 PM
To: Bernard Dennler <BDennler@colchesterct.gov>; Rosemary Coyle <rcoyles@colchesterct.gov>; Denise Turner <dturner@colchesterct.gov>; Tim Vaillancourt <tVaillancourt@ColchesterCT.gov>; John Thomas <jthomas@colchesterct.gov>; Scott Chapman <schapman@colchesterct.gov>; Mike Hayes <mhayes@colchesterct.gov>; Karen Belding <kbelding@colchesterct.gov>
Subject: Correspondence on SCBA

To the Board of Selectman and Board of Finance,
 I was disappointed to see that the process of the SCBA procurement was not addressed at the Board of Selectmen meeting on December 7th. It was encouraging to see the process begin to be addressed at the December 13th Board of Finance meeting.

I would like to thank Mike Egan who at the December 13th BOF meeting asked for the charter's 2% supplemental appropriation number and the math to be in the meeting minutes. I would have preferred it happening prior to or at the meeting; however, I am grateful to him for acknowledging the process. Unfortunately, the BOF meeting minutes posted on December 20th do not have this information. Without actually stating this number in the minutes, and the motion being contingent upon the 2% number, this supplemental appropriation motion was not passed by the BOF and the SCBA purchase can not occur.

Here are my thoughts on the process:

1. Competitively bid SCBA equipment in accordance with the Town's Purchasing Policy Manual

A.) This was completed by the Fire Department using Sourcewell. It would have been nice to see the bid package posted publicly and referenced as complete in the SCBA presentation.

2. Identify the source of funding for the SCBA purchase (\$466,359)

A.) \$74k from the capital improvement plan for SCBA. No issues.

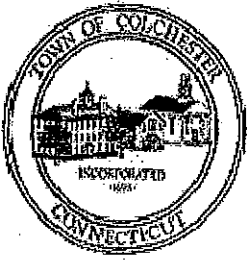
B.) The \$150k volunteer fire company "donation". The plan as publicly stated is for the town to never receive the money and for it to be paid directly to the vendor. There is nothing in the purchasing policy manual that states this as a permissible method. It may be a permissible method if a legal contract was drafted by the town and signed by a designated official with the volunteer fire company. The easiest method to avoid all the issues would be for the volunteer fire company to send a \$150k check to the town with a letter stating it was to be used for the purchase of SCBA equipment. This would invoke the language in the charter for "grant monies or matching funds" making the purchase permissible. (See C-1111a. Supplemental Appropriations, "This requirement does not pertain to appropriations of grant monies or matching funds received by the Town.") A meeting of the Board of Finance or Board of Selectmen may be needed to explain this and appropriate the money.

C.) The \$242,359 supplemental appropriation. This entire plan to purchase the SCBA equipment this year is contingent upon this number falling below the 2% threshold. It was noted in the meeting minutes it had to be less than the 2% threshold, the motion is contingent upon it. Then the meeting minutes never actually document what this number is. Without fixing the meeting minutes, this motion doesn't pass.

The Finance Department should create a one page document calculating the 2% and 3% threshold numbers and it² should be attached to the December 13th BOF meeting minutes. The volunteer fire company should send a check to the town with the purpose of the check. After this, the SCBA purchase would be permissible by process.

Sincerely,
Michael Dubreuil
Woodbine Road

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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
Via Zoom & Town Hall Meeting Room**

MINUTES

RECEIVED
COLCHESTER, CT
2023 DEC -8 PM 2:58
Gayle Furman
Town Clerk

Member Present: B. Dennler, First Selectman; D. Turner, R. Coyle, A. Shilosky; C. O'Donal

Members Absent: None

Other present: J. Leone, Public Works Director; S. Hoffman, Fire Chief; B. Bernier, Deputy Fire Chief; D. Sorrentino, Planning Director; Gayle Furman, Town Clerk; Kate Byroade, Library Director; Sean Gillespie, Treasurer

- 1. Call to Order:** First Selectman Dennler called the meeting to order at 7:00 pm.
- 2. Pledge of Allegiance**
- 3. Correspondence**

Email received from Michael Dubreuil requesting that uploaded PDF documents be posted in their native format, not scans, so that PDF functionality can be utilized. No discussion.
- 4. Citizen's Comments**

M. Dubreuil spoke on the union Collective Bargaining Agreement, SCBA purchase and cracking of senior center concrete slab.
K. Paquette said congratulations to Board members and looking forward to next 2 years.
- 5. Additions/Deletions to the Agenda**

None.
- 6. Election of Vice Chair**

FS Dennler opened the floor for nominations for BOS Vice Chairman and nominates A. Shilosky, second by D. Turner. Roll call vote: C. O'Donal, D. Turner, R. Coyle and FS Dennler vote in favor. Abstention by A. Shilosky. Motion carried. A. Shilosky is Vice Chairman.
- 7. 2024 Meeting Calendar**

After some discussion, motion by R. Coyle to accept the 2024 BOS meeting schedule as presented, second by A. Shilosky. Vote via roll call was unanimous, motion carried.
- 8. Consent Agenda**

Motion by R. Coyle to remove the meeting minutes from consent agenda and move to item 8.1 because only R. Coyle and D. Turner can vote on them. Second by D. Turner. Vote via roll call was unanimous, motion carried. There was discussion on consent agenda Item D. H. J. Smith is an HDC alternate so her term will be corrected.

Motion by R. Coyle to approve consent agenda. Second by D. Turner. Vote via roll call was unanimous, motion carried.

Minutes: R. Coyle notes two corrections: #10A regular meeting paused at 7:49 pm, #13 Dr. Hewes left the Board of Ed and is now with the state. Motion by R. Coyle to approve the minutes as corrected, second by D. Turner. Vote via roll call: Abstentions by A. Shilosky, C. O'Donal and FS Dennler. R. Coyle and D. Turner voted in favor. Motion carried, minutes approved.

9. Collective bargaining agreement

FS Dennler explained the new union contract for Public Works employees. It was approved by the former First Selectman but is now before the entire BOS for approval. Public Works Director J. Leone explained the need for higher rates of pay to retain employees as Colchester is low compared to area towns. Motion by D. Turner to approve the Collective Bargaining Agreement between the Town of Colchester and the 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, second by R. Coyle. Vote via roll call was unanimous, motion carried.

10. Fire Dept. Tax Exemption Ordinance

Deputy Chief B. Bernier and Chief S. Hoffman explained tax exemption ordinance for firefighters. Motion by R. Coyle to approve the Ordinance, second by A. Shilosky. Vote via roll call was unanimous, motion carried.

11. Fire Dept. SCBA Proposal

Deputy Chief B. Bernier and Chief S. Hoffman explained the need for new air packs to replace those purchased in 2019. There are more apparatus seats than they have air packs for, there are interoperability issues with mutual aid departments, maintenance problems, tank leaks, etc. Questions from members: A. Shilosky was there for the 2019 purchase and feels it is the BOS duty to protect safety of our citizens. R. Coyle questioned life span and interoperability. C. O'Donal asked about branding because this is a change in manufacturer. To address a citizen comment from earlier, Chief Hoffman did look into grants and noted that the Volunteer FD is putting \$150K towards purchase. FS Dennler sees this as a must do for our firefighters. There will be 3-4% price increase after 12/31/23. Total is \$466,359 w/ \$150,000 coming from the volunteer FD, \$74,000 from the capital improvement plan. \$242,359 will come from the undesignated fund balance. Motion by D. Turner to recommend to BOF that they approve \$242,359 from undesignated fund balance for this purchase, seconded by R. Coyle. Vote via roll call was unanimous, motion carried.

12. Library Grant Resolution

Kate Byroade, Library Director explained the grant award to the Board. Motion by R. Coyle: 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 fiber to the Library-Internet Connection grant to pay for equipment and installation of the equipment for the Library's Internet connection and networks. Seconded by D. Turner. Vote via roll call was unanimous, motion carried.

13. Ad-Hoc Committee

FS Dennler is interested in establishing 2 working committees (1) recreation needs and coordination committee to assess assets, deficiencies and improve coordination between town and schools, and (2) a facilities planning committee to consider fate of the youth center, what to do with the old senior center building once the new one is complete, police expansion, relocation of recreation and public works for police expansion, etc. R. Coyle sees the need, recommends including a BOF member. D. Turner, A. Shilosky and C. O'Donal agree. Members agree to have a deeper discussion at next meeting.

14. Liaison Appointments

R. Coyle is currently liaison to Open Space Advisory Committee, Agriculture Commission, Senior Center Building Committee, Fire Department, Commission on Aging, Chatham Health District

D. Turner is currently liaison to Historic District Commission, Conservation Commission, CORE Commission, Youth Services, Board of Assessment Appeals

Boards/Commissions needing a BOS Liaison include Board of Education, Norton Park Committee, Economic Development Commission, Planning & Zoning Commission, and others.

R. Coyle and D. Turner have many already. FS Dennler will compile vacancies and send out a list for A. Shilosky and C. O'Donal to review.

15. Liaison Reports

R. Coyle reports that Chatham Health District is moving to cloud based collections and is fully staffed; Senior Center Building Committee allocated \$1.5M to budget lines that had \$0; Ag board collected pumpkins for livestock and is working on Christmas tree collection for goats.

D. Turner had no report.

16. First Selectman's Report

FS Dennler gave his First Selectman's Report, providing information on the financial audits, budget status, town staffing, Lebanon Avenue streetscape project and business spotlights.

Back to citizens comments.

17. Citizen's Comments

G. Transue spoke about having trouble hearing members on Zoom who weren't speaking into mics.

R. Silberman congratulated the new Board of Selectmen.

18. Executive Session

Motion by C. O'Donal for the Board of Selectman to enter Executive Session and invite Planning Director D. Sorrentino to discuss litigation regarding Jordan Lane and Niantic Bay Group, LLC, second by R.Coyle. Vote via roll call was unanimous, motion carried.

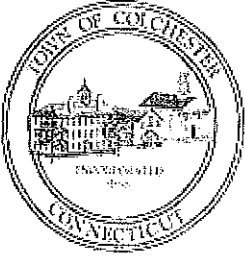
The Board stopped the meeting recording and entered into Executive Session at 8:13 PM.

The Board came out of Executive Session at 8:50 PM. No decisions were made while the board was in Executive Session.

19. Adjournment

Motion by R. Coyle to adjourn, seconded by A. Shilosky. Vote was unanimous, motion carried. The meeting adjourned at 8:50 pm.

Respectfully submitted by: S. Churchill/D. Sorrentino



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

Board of Selectmen Special Meeting Minutes
December 13, 2023 6:00 PM
Hybrid: Town Hall – Meeting Room 1 and via Zoom

Members Present: First Selectman Bernie Dennler, Selectmen Rosemary Coyle, Denise M. Turner, Art Shilosky and Cliff O'Donal.

Others Present: Daniel P. Sullivan, III, Superintendent, Jessica L. Kuckel, Assistant Superintendent, Rachel Linkkila, Business Director, Andrew Barillari, Director of Educational Operations, Heather Petit, Executive Assistant to the Superintendent, Christopher Rivers, Member, Board of Education, Stefanie Tracey-Calash, Member, Board of Education, Michelle Millington, Member, Board of Education

1. Call to Order: First Selectman Bernie Dennler called the meeting to order at 6:01pm
2. Pledge of Allegiance
3. Citizens' Comments: M. Dubreuil, Woodbine Road, spoke about the memo attached to the agenda and not having enough time to review it before the meeting and the likelihood of the town receiving the grant. D. Bouchard, Meadow Drive, spoke about the agenda being posted online without a date stamp from the clerk's office and meeting requirements for the school's facility committee. B. Dennler responded to D. Bouchard and confirmed copy of the agenda in the clerk's office is posted and stamped. The selectman's office will continue to post pdf not stamped to make it searchable online as suggested by other citizens.
4. Discuss and act on resolutions related to the Connecticut HVAC Indoor Air Quality Grant for Bacon Academy

D. Sullivan, Superintendent, presented regarding the CT HVAC Indoor Air Quality Grant proposal for Bacon Academy. He advised all Selectmen were given proposed resolutions. He explained Bacon Academy is the only school with no AC in some areas of the building. He provided examples of the effects on students and staff and discussed the grant process. B. Dennler confirmed that the BOE is not asking the town for money. D. Sullivan confirmed they are asking for procedural support not financial support. Funding source will be ESSER II and BOE ARPA funds.

- a. Discuss and act on authorizing the BOE to apply and if selected accept or reject the HVAC IAQ grant

C. O'Donal MOVED the following: Resolved that the Board of Selectmen authorizes the Board of Education to apply to the State of Connecticut

Commissioner of Administrative Services and to accept or reject a grant for the proposed Bacon Academy HVAC Indoor Air Quality Grant project. R. Coyle SECONDED. MOTION CARRIED 5:0.

- b. Discuss and act on identifying or establishing a temporary building committee for the project as required by the grant

R. Coyle MOVED the following: Resolved that the Bacon Academy HVAC Indoor Air Quality Grant project is hereby assigned to the Board of Education. A. Shilosky SECONDED. MOTION CARRIED 5:0.

- c. Discuss and act on authorizing the preparation of schematic drawings and outline specifications for the proposed project

R. Coyle MOVED the following: Resolved that the Board of Selectmen authorizes the preparation of schematic drawings and outline specifications for the proposed Bacon Academy HVAC Indoor Air Quality Grant project. A. Shilosky SECONDED. C. O'Donal raises discussion on the cost of drawings, confirms drawings are included in the BOE's budget. MOTION CARRIED 5:0.

5. Adjournment

A. Shilosky MOVED to adjourn meeting at 6:39pm, C. O'Donal SECONDED. MOTION CARRIED 5-0.

Submitted by:

Taryn Scott

Executive Assistant to the First Selectmen

TAX COLLECTOR'S REFUNDS
SELECTMAN'S MEETING

MEETING DATE:

12/21/2023

Check Date:

Taxpayer Name	List Number	Amount	Breakdown	Check #
TOYOTA LEASE TRUST	2022-03-64819	\$382.52	C: 382.52	
TOYOTA LEASE TRUST	2022-03-64845	\$549.08	C: 549.08	
TOYOTA LEASE TRUST	2022-03-64855	\$633.14	C: 633.14	
TOYOTA LEASE TRUST	2022-03-64858	\$394.96	C: 394.96	
TOYOTA LEASE TRUST	2022-03-64879	\$355.22	C: 355.22	
TOYOTA LEASE TRUST	2022-03-64841	\$404.97	C: 404.97	
TOYOTA LEASE TRUST	2022-03-64835	\$725.79	C: 725.79	
NISSAN INFINITI LT LLC	2022-03-60649	\$119.11	C: 119.11	
CCAP AUTO LEASE LTD	2022-03-52515	\$112.34	C: 112.34	
HONDA LEASE TRUST	2022-03-56765	\$231.10	C: 231.10	
BRIGID A GLEASON OR WILLIAM KEATING	2022-03-55641	\$80.30	C: 80.30	

TOTAL

\$3,988.53

Mary Jane Slade

From: Shawn Pelletier <redminuy@icloud.com>
Sent: Friday, December 8, 2023 10:20 AM
To: Kayla Fortier
Cc: Mary Jane Slade; First Selectman; Boards & Commissions
Subject: Re: Possible member reappointment

Thank you for your assistance.

Regards,
Shawn
CORE Chair

Sent from my iPhone

On Dec 8, 2023, at 10:17 AM, Kayla Fortier <kfortier@colchesterct.gov> wrote:

Hello FS Office,

Below are the names of 2 members on the CORE Commission who have upcoming term expirations and would like to serve another term. If you could please post this on the next appropriate BOS agenda that would be greatly appreciated.

Thank you!

Commission Name	Member Name	Position	Current Expiration Date	Term Length
CORE Commission	Nancy Nelson	Vice-Chair	1/20/2024	3 Years
CORE Commission	Jeffrey Koonankeil	Member	1/20/2024	3 Years

Kayla Fortier, CCTC
Assistant Town Clerk
Town of Colchester
P: 860-537-7215
Email: kfortier@colchesterct.gov

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Taryn Scott

From: Bernard Dennler
Sent: Tuesday, December 19, 2023 10:11 AM
To: Taryn Scott
Subject: FW: Propane
Attachments: 24--25 Propane Contract.pdf

Can you include this in the next BOS meeting packet?

Bernie

Bernie Dennler
First Selectman
Town of Colchester
127 Norwich Ave
Colchester, CT 06415
Phone: 860-537-7222

“Colchester, Connecticut: Where tradition meets tomorrow.”

From: Steve Sharpe <fleet@colchesterct.gov>
Sent: Saturday, December 16, 2023 9:49 AM
To: Bernard Dennler <BDennler@colchesterct.gov>
Subject: Propane

Please return signed copy once approved.

Reminder that our current price is \$1.6098.

Thank You

Stephen W. Sharpe
Town of Colchester
Fleet Maintenance
300 Old Hartford Road
Colchester, CT 06415
Phone 860-537-3462



Connecticut Propane & Petroleum
21 Austin Drive, Marlborough, CT 06447
Phone: 860-365-5218 | Fax: 860-365-5219
HOD #964 LIC# HTG.0396438-S1

FIXED PRICE AGREEMENT

This Propane Supply Agreement ("Agreement") is between Connecticut Propane & Petroleum (hereinafter and in all related documents referred to as "CPP", "Company", "We", or "Us"), and the customer identified below (hereinafter referred to as "Customer" or "You").

Customer Information	
Customer Name:	Town of Colchester Account numbers: 6044, 6042, 6037, 6039, 6040, 6012, 6041, 6038, 6013, 2841, 6043
Service Address:	Multiple locations
Primary Phone:	(860) 537-3462-Steve Sharpe
Email Address:	fleet@colchesterct.gov

TERM: The original term of this agreement shall be for all fuel deliveries between July 1 2024 to June 30, 2025. You may not terminate this agreement at any time during the original term. Upon expiration of this Agreement, You will remain active and will not be taken off Automatic Delivery. If a fixed price plan is not renewed, fuel deliveries will be billed at our posted retail rate. You will remain on Automatic Delivery at the expiration of this Agreement unless you notify CPP with 30 (thirty) days written notice. This written notice must be sent via certified mail, return receipt requested, or similar means.

PROPANE: Company will provide propane to the Customer for a fixed price of \$ \$1.659 per gallon for the duration of this agreement. This price is final and not subject to change or alteration at any point during the original term.

DELIVERY: All fuel deliveries will be performed on an Automatic, Keep Full, or Supplement basis at the Service Addresses listed above. Will Call deliveries without Our authorization are not permitted.

PAYMENT AUTHORIZATION:

The person signing this document on behalf of the buyer represents he/she has the authority to do so. Any person signing this agreement as a "Guarantor" below, unconditionally agrees to pay Us promptly when due, or upon demand therefor, without deduction, counterclaim or other defense, the full amount of the obligations, You owe Us under your agreement, including interest if applicable. The above information is given for the purpose of establishing an account and is a true statement.

By signing below, You acknowledge that You have reviewed, understand, and accept this Agreement.

By signing below, You acknowledge that You have reviewed, understand, and accept the agreement

Name Signature Date



**Town of North Stonington
Board of Selectmen Meeting
North Stonington Education Center & Zoom Meeting
December 12, 2023
6:30 PM**

Public will be able to attend the meeting in person or via Zoom with the following link:
<https://us02web.zoom.us/j/82149316292?pwd=NkFMOVhmSkhxNnFHUDVkdMlVUSWRvQT09>

Or via Zoom App-Enter Meeting ID: 821 4931 6292
 Passcode: 948587

Or listen only via telephone by calling 646 558 8656 and enter Meeting ID: 889 6406 3148

MINUTES

1. Call to order/Roll Call: Call to order at 6:30pm. First Selectman Bob Carlson, Selectman Brett Mastroianni, and Selectman Nicole Porter in attendance.
2. Pledge of Allegiance
3. Public Comments on Non-Agenda Items*
4. Minutes
 - a. November 18, 2023 Special Meeting: Motion to approve minutes as presented by Selectman Mastroianni, 2nd by Selectman Porter; motion approved 3-0-0.
 - b. November 21, 2023 Meeting: Motion to approve minutes as presented by Selectman Mastroianni, 2nd by Selectman Porter; motion approved 3-0-0.
5. Selectman Comments: None
6. First Selectman Report/Correspondence: First Selectman Carlson spoke about the passing of Nita Kincaid. In her honor, the Board of Selectmen held a moment of silence.
7. Discussion- NSVFC Ladder Truck: Discussion regarding the presentation Chief Charlie Steinhart V and member Kyle Bergel gave about the opportunity to purchase a used Ladder Truck from the Town of Colchester, Connecticut. Motion to move the purchase of a used Ladder Truck for \$50,000 to the Board of Finance for approval to go to a Town Meeting by Selectman Porter, 2nd by Selectman Mastroianni; motion approved 3-0-0.
8. Master Municipal Agreement: The Master Municipal Agreement allows the First Selectman to put jobs out for bid if there is any need for work on a Municipal

building. Motion to adopt the Resolution by Selectman Mastroianni, 2nd by Selectman Porter; motion approved 3-0-0.

9. Change to the PDZO Job Description: The Board of Selectmen discussed and agreed to speak to the Planning and Zoning Commission about considering changing the job description for the Planning, Development & Zoning Official.
10. FY25 Capital & 5 Year Capital Plan: First Selectman Carlson and Assistant Highway Foreman Alan Ladd talked about the possibility of financing a Loader Truck, Hook Truck, and a Plow Truck for three years, discussion followed. North Stonington Volunteer Fire Chief Charlie Steinhart V spoke regarding their Capital needs as well.
11. Tax Refunds: Motion to approve Tax Refunds in the total amount of \$915.19 by Selectman Porter, 2nd by Selectman Mastroianni; motion approved 3-0-0.

- a. ACAR Leasing: \$452.19
- b. Patricia Crandall: \$463.00

12. Old Business

- a. Demolition of One Story 298 Norwich Westerly Road: A check for \$105,000 was sent to Bestech. Board of Selectmen received the approval from the Board of Finance for the final payment \$90,000. This will move forward to a Town Meeting for approval.
- b. Vacancies & Appointments: Chairman of Inland Wetlands Commission Mark Grigg would like Jeff Bennett to be appointed to the Inland Wetlands Commission. He will be asked to come to a future meeting to introduce himself. Selectman Mastroianni made a motion to appoint Jeff Bennett to the Inland Wetlands position, 2nd by Selectman Porter; motion approved 3-0-0.
- c. ARPA Funds Update and Discussion: Upon approval, after the last \$90,000 is taken out of the ARPA funds there will be \$326.79 remaining.
- d. Plan of Conservation & Development Update: An extension has been requested.

13. Public Comments*

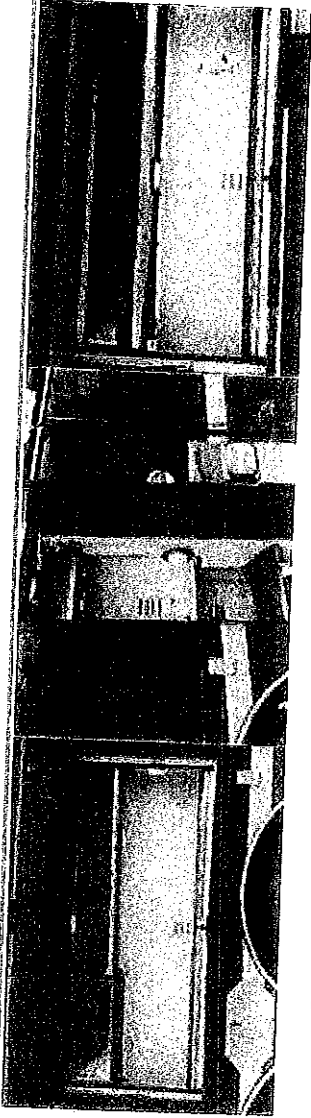
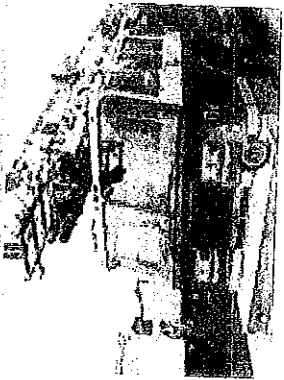
14. Next Meeting: January 9, 2024

15. Adjournment: Motion to adjourn at 8:32pm by Selectman Mastroianni, 2nd by Selectman Porter; motion approved 3-0-0.

*The Board of Selectmen respectfully requests that public comments do not exceed two (2) minutes per person in respect for everyone's time.

Respectfully submitted

Jennifer Knight



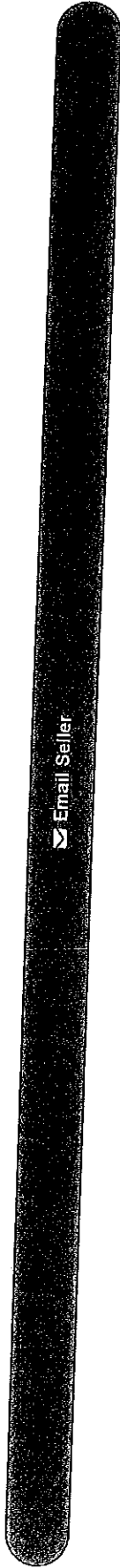
SHOW ME THE CARFAX

1992 SIMON DUPLEX 91001-92 Compare

Fire Trucks

View My Watch List [↗](#)

USD **\$39,987**



Email Seller

CURRENCY Get Financing*

Truck Location: 17507 S Dupont Hwy Harrington, Delaware 19952 [↗](#)

Seller Information

EZ WORK TRUCKS

Contact: EZ Work Trucks - Sales

Phone: (302) 502-4720

Harrington, Delaware 19952

[📞 \(302\) 502-4720 ↗](#)

Video Chat [↗](#)

[View Seller Information ↗](#)



Email Seller

Video Chat

SENA★ Get Shipping Quotes

CURRENCY Apply for Financing

General

Year: 1992

Manufacturer: SIMON DUPLEX

Model: 91001-92

VIN: 1D91Y13F7N3008540

Condition: Used

Stock Number: 10584

Mileage: 27,506 mi

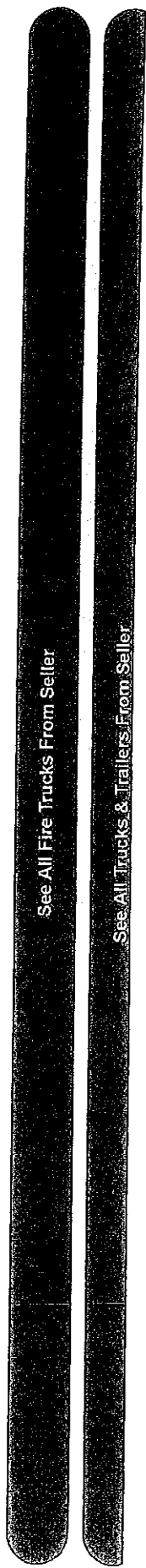
Description

1992 SIMON DUPLEX, , , Automatic, Stock #10584. Check out this 1992 Simon Duplex Ladder Firetruck. This ladder firetruck is ready to go and has super low miles! All equipment is operational and is up to date on certifications. Ladder extends to 110 feet, all compartments are in good condition. Stop by our lot to check this truck out and see if it is right for your fleet. Also included is our 7 day/500 mile return policy* and 6 month/12,000 mile limited warranty*. Prior to sale and delivery all of our used work trucks go through a mechanical inspection to ensure they are road ready. Call us to schedule your test drive, or view our wide variety of used work truck inventory online to find the best used work truck for your business needs.

Interior

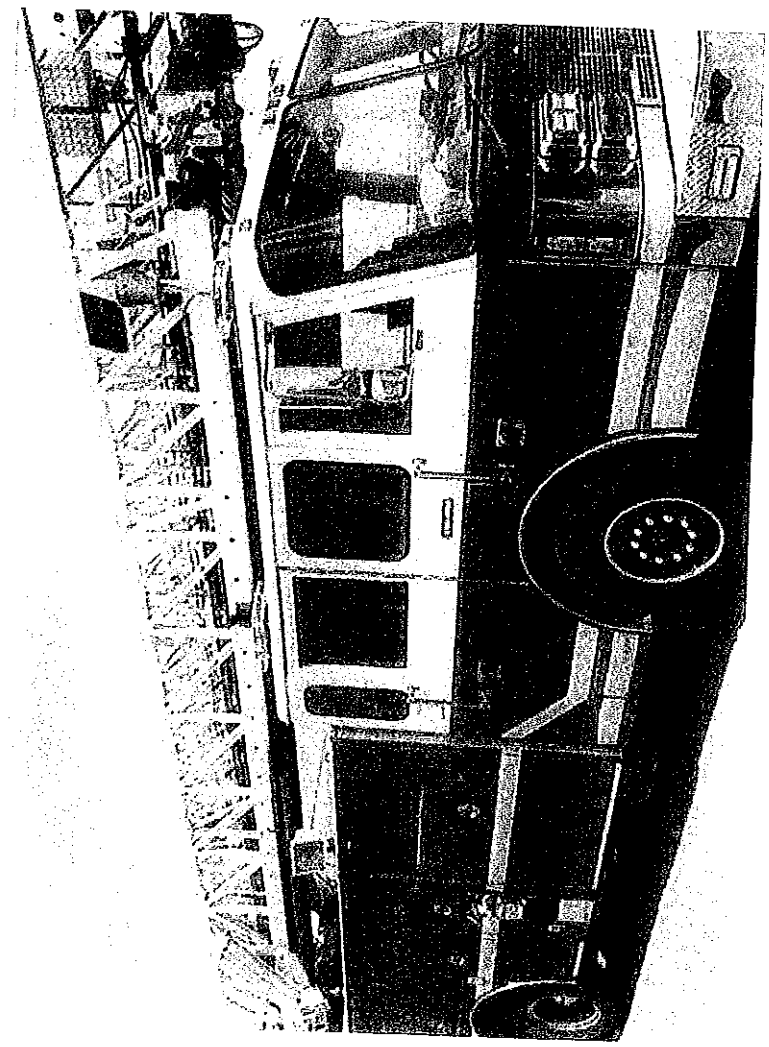
Drive Side

Left Hand Drive



See All Fire Trucks From Seller

See All Trucks & Trailers From Seller



<

>

TENTATIVE AGREEMENT

This Tentative Agreement is entered into by and between the Town of Colchester and MEUI LOCAL 506, SEIU, AFL-CIO, CLC in full and final settlement of the terms of the collective bargaining agreement between them covering the period of July 1, 2024 through June 30, 2028.

More specifically, the parties hereby agree as follows:

1. The parties agree to the terms of the successor agreement covering the period from July 1, 2024 through June 30, 2028 as contained in Attachment A.

All other proposals of the parties which are not referenced herein are withdrawn. The parties agree to recommend acceptance of the terms of this Tentative Agreement to their respective constituent groups.

The parties have reached this agreement as of this _____ day of January 2024.

 Bernie Dennler
 Town of Colchester

 Theo Horesco
 MEU LOCAL 506, SEIU, AFL-CIO, CLC

COLLECTIVE BARGAINING AGREEMENT

Between

TOWN OF COLCHESTER

and

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

REPRESENTING
TOWN ADMINISTRATORS

July 1, 2024 – June 30, 2027

PREAMBLE

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

ARTICLE 1 Recognition

Section 1.

The Town of Colchester herein recognizes the Municipal Employees Union Independent, Inc., as the exclusive bargaining representative of the following Administrative employees, whose job titles and/or job classifications were placed within the Administrative Unit by the Connecticut State Board of Labor under ME-19,290 or by agreement of the parties: Director of Operations, Fleet Maintenance Supervisor, Assessor, Fire Marshal, Director of Youth & Social Services, Engineer, Water Department Supervisor, Zoning Enforcement Officer/Assistant Planner and Finance Director¹.

The Town of Colchester herein recognizes the inclusion of positions of Wetlands Enforcement Officer and Director of Senior Services into the Local 506 (Town Administrative) Bargaining Unit through a Letter of Agreement signed on November 11, 2006. The Town of Colchester herein recognizes the inclusion of the Director of Library Services effective March 2, 2009 and the Building Official effective March 15, 2015. The Town of Colchester herein recognizes the inclusion of the Recreation Director through a letter of agreement signed November 5, 2020 and the inclusion of the Fire Chief through a letter of agreement signed September 2023.

Section 2.

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

ARTICLE 2 Non-Discrimination and Affirmative Action

Section 1.

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

Section 2.

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

¹ The recognition of the Finance Director position is subject to the Memorandum of Understanding executed by the Town and the Union on December 27, 2023.

Section 3.

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

ARTICLE 3
Union Rights

Section 1.

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

Section 2.

During the terms of this contract or extension thereof, all employees in the Collective Bargaining Unit shall, from the effective date of the contract or within seven (7) days from the date of their employment by the Town, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

exhausted accumulated sick leave.

Section 7.

- a. The Union-designated steward shall be granted leave from duty without loss of pay or benefits for all grievance meetings between the Town and the Union, arbitration hearings and hearings before the State Board of Labor Relations when such meetings take place at a time during which the Union-designated steward is scheduled to be on duty.
- b. A Union-designated steward shall have reasonable access to the work site without loss of pay or benefits for the purpose of conferring with the Employer or employees, and for the purpose of administering this Agreement after first receiving permission from his/her immediate supervisor.
- c. Where the Union Staff Representative finds it necessary to enter the work site, he/she shall first advise the First Selectman or his/her designee. Such visits shall not unduly interfere with the operation of Town business.

Section 8.

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

Section 9.

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

ARTICLE 4
Prior Rights and Benefits

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

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

ARTICLE 6
Bargaining Unit Work

Section 1.

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

ARTICLE 7 Seniority

Section 1.

Seniority shall be defined as status for specific purposes based on an employee's full-time continuous service with the Town, including all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave. The Town shall prepare a list of all employees covered by this Agreement showing their seniority by length of service and deliver the same to the Union office by July 1, of each year.

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

Section 2.

Until expiration of the one-year 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. The probationary period may be extended by the Town in the discretion of the First Selectman for an additional period not to exceed ninety (90) calendar days.

Section 3.

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

Section 4.

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

Article 8 Vacancies

Section 1.

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

including upgradings shall be posted.

Section 2.

Prior to filling any vacant bargaining unit position, the employer shall first send notice of any such vacancy to the Union and the Union-designated steward and shall concurrently post a notice of the vacancy where such notices are normally posted. Such notice shall be posted for not less than five (5) calendar days, and the position shall not be filled prior to the expiration of the posting period.

Section 3.

Provided that no employee has recall rights to a vacant position, each vacancy may be filled by promotion based on ability, experience and seniority as reasonably determined by the Town.

The Town may also fill the vacancy from outside the bargaining unit, as the Town deems appropriate, if the outside applicant possesses greater skill, experience or ability, as reasonably determined by the Town, than an existing member of the bargaining unit applying for the vacancy.

Section 4.

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

Section 5.

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

ARTICLE 9
Hours of Work

Section 1.

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

<u>Position</u>	<u>Normal Work Day</u>	<u>Lunch</u>
Fire Marshal -Full Time	n/a	n/a
Building Official	8:30 AM – 4:30 PM	“on fly”
Director of Operations	7:00 AM – 3:30 PM	½ hr. unpaid
Fleet Maintenance Supervisor	7:00 AM – 3:30 PM	½ hr. unpaid

Town Engineer	8:30 AM – 4:30 PM	"on fly"
Town Assessor	8:30 AM – 4:30 PM	1 hr. unpaid
Director of Youth & Social Services	8:30 AM – 4:30 PM	1 hr. unpaid
Water Dept. Supervisor	8:30 AM – 4:30 PM	½ hr. unpaid
ZEO/Assistant Planner	8:30 AM – 4:30 PM	½ hr. unpaid
Finance Director	8:30 AM – 4:30 PM	½ hr. unpaid
Wetlands Enforcement Officer	8:30 AM – 4:30 PM	1 hr. unpaid
Director of Senior Services	7:30 AM – 4:00 PM	½ hr. unpaid
Director of Library Services	8:00 AM – 4:30 PM	½ hr. unpaid

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

Section 2.

Compensatory Time. Compensatory time off may be granted to bargaining unit members at the discretion of the First Selectman when he/she deems that an extraordinary amount of time is or was required to be worked. Compensatory time may be granted on an hour-for-hour basis.

Compensatory time must be taken within ninety (90) days of being granted except in exceptional circumstances as approved by the First Selectman. Compensatory time shall not, under any circumstances, be granted for job-related seminar or conferences. Financial compensation for compensatory time shall not be allowed under any circumstances at termination of employment. The decision to approve or disapprove compensatory time by the First Selectman shall not be subject to the provisions of the grievance procedure contained in this Agreement unless the Union argues that such decision was made in an arbitrary or capricious manner in relation to compensatory time granted to other employees in substantially comparable circumstances. For the sole purpose of approving and tracking compensatory time or the need for such time, bargaining unit employees will be required to document all hours worked.

Section 3.

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

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

- a. Overtime at time and one-half the equivalent of the employee's hourly rate of pay.
- b. Overtime for Sundays and holidays at two times the equivalent of the employee's

- hourly rate of pay.
- c. In excess of 12 hours worked, the employee shall receive a 2 hour rest period or the equivalent in the rate of pay.

Article 10 Layoff & Recall

Section 1.

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

Section 2.

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 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

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

ARTICLE 11 Job Descriptions

The Town shall have the right to create and revise job descriptions, subject to the

Union's right to negotiate the impact, if any, of any change in a job description. Prior to creating or revising a job description, the Town will provide an opportunity for the Union to have input into the process.

The Union has the right to request that the Town review and/or revise a job description.

ARTICLE 12 Performance Rating

Section 1.

Each employee will be evaluated by the end of May of each year.

Section 2.

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

Section 3.

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

ARTICLE 13 Personnel Records

Section 1.

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

Section 2.

No new negative or derogatory material shall be placed in an employee's personnel file unless the employee has had an opportunity to sign it (indicating receipt of such material). If the employee refuses to sign, a Union steward or Staff Representative shall sign the material (indicating receipt) and be provided a copy. A copy shall be given at the time of signing. At any time, an employee may file a written rebuttal to such materials. An employee may file a grievance objecting to any negative or derogatory material placed in his/her personnel file but such grievances will not be subject to arbitration process under Article 20, Section 4, Step IV of this Agreement unless the employee suffers loss or if the material is considered disciplinary under Article 25, Section 1 of this Agreement.

ARTICLE 14 Sick Leave

Section 1.

All bargaining unit employees shall accrue sick leave for continuous service upon hire and shall be eligible to use such time after ninety (90) days. Sick leave accrues at the

rate of one (1) working day per completed calendar month of continuous full-time service, including authorized leave with pay, not to exceed twelve days sick leave per year, provided that:

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

Section 2.

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

- a. When incapacitated from performing work due to illness or injury;
- b. For medical, dental or eye examination or treatment for which arrangements cannot be made outside of working hours.
- c. In the event of an emergency due to a serious illness or injury to a member of the immediate family (as defined in Article 15, Section 1), provided that not more than five (5) days of sick leave per calendar year shall be granted with the approval of the supervisor for such purpose.
- d. For going to, attending, and returning from funerals of persons other than members of the employee's family, if notice is given in advance and provided that not more than three (3) days of sick leave per calendar year shall be granted for such purpose. Additional time may be granted to attend other funerals with the approval of the supervisor.
- e. Payment for any lost time from work due to an on-the-job injury for which the employee is not eligible for compensation under the Workers' Compensation Act.
- f. An employee may use accumulated sick leave to make up the difference between workers' compensation payments and the employee's regular pay.

Section 3.

If an employee is sick while on vacation leave, the time shall be charged against accrued sick leave if supported by a medical certificate filed with the supervisor. If an employee attends a funeral during his/her vacation, such attendance will be charged to

funeral leave or sick leave in accordance with the applicable contract provision. A holiday occurring when an employee is on sick leave shall be counted as a holiday and not charged as sick leave.

Section 4.

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

Section 5.

Each employee who retires or resigns with ten or more years of service with the Town will be paid for accumulated sick leave at the base rate of pay. Employees hired after July 1, 2015 shall be eligible for this benefit, for up to thirty (30) days. Upon death, the employee's designated beneficiary shall be paid for accumulated sick leave at the base rate of pay.

Section 6.

Employees will have the right to accumulate up to 60 days of sick leave. For the sole purpose of bridging the ninety (90) day waiting period for Long Term Disability (LTD) insurance under Article 21, Section 8, employees may accumulate up to 30 additional days of sick leave which can also be drawn from in special circumstances involving serious health conditions at the discretion of the First Selectman.

ARTICLE 15
Funeral Leave

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 16
Vacations

Section 1.

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

<u>Length of Service</u>	<u>Annual Vacation</u>
6 months to <1 year	7 days
1 year to < 2 years	10 days
2 years to < 5 years	15 days
5 years to <20 years	20 days
20 years+	25 days

Vacation time shall become available to new employees upon the six-month anniversary of hire.

The Town reserves the right to increase the number of vacation days awarded for new employees based on relevant market conditions.

For each new employee awarded additional vacation time to begin their employment, the Town will notify the union and supply a copy of the Letter of Hire.

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 17

Personal Leave, Military Leave, and Jury Duty

Section 1.

In addition to annual vacation, each employee shall receive five (5) personal leave of absence days on January 1st of each calendar year with pay provided twenty-four (24) hours' notice is given to the employee's immediate supervisor concerning non-emergency requests. Personal leave is to be used for transacting personal affairs which cannot be conducted during non-work hours. Use of personal leave of absence days for

emergency purposes will be permitted with less than twenty-four (24) hour notice. Personal leave shall not be deducted from vacation or sick time credits. Personal leave days not taken in a calendar year shall not be accumulated.

Section 2.

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

Section 3.

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

ARTICLE 18
Leave Balances

The Town shall notify each employee of his/her leave balances.

ARTICLE 19
Holidays

Section 1.

Holidays will be observed as follows:

New Year's Day

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

Martin Luther King Day (One day only)

Sat: Closed Fri.
 Sun: Closed Mon.

Lincoln's Birthday

Floater

Presidents' Day (One day only)
Third Monday in February

Good Friday (One day only)

Memorial Day (One day only)
Last Monday in May

Juneteenth – June 19th
Sat: Closed Fri.
Sun: Closed Mon.

Independence Day (One day only)
Sat. - Closed Friday
Sun. - Closed Monday

Labor Day (One day only)
First Monday in September

Columbus Day (One day only)
Second Monday in October

Veteran's Day (One day only)
Sat.- Closed Friday
Sun. - Closed Monday

Thanksgiving Day & Day After
Thursday and Friday

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

ARTICLE 20 Grievance Procedures

Section 1.

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

Section 2.

Format: Grievances shall be filed on mutually agreed forms which specify (a) facts, (b)

the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought.

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

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

Section 3.

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

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

Section 4.

STEP I:

Immediate Supervisor: If an employee feels that he/she may have a grievance, the employee and/or Union steward or representative will first discuss the matter with the employee's supervisor, in an effort to resolve the problem informally. If unable to do so, it may be submitted in writing to the Supervisor within seven (7) days after the above meeting. The Supervisor shall reply within five (5) working days to the Steward with a copy to the Union. Those employees reporting directly to the First Selectman will submit grievances in writing directly to the First Selectman at Step II of the grievance procedure.

STEP II:

First Selectman. If no satisfactory resolution arises, the grievance may be submitted within five (5) days to the First Selectman. The First Selectman shall meet with the grievant to discuss and answer the grievance within ten (10) working days. In case of dismissal, suspension, demotion and class action or union grievance, the grievance shall be submitted directly to Step II.

STEP III:

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

STEP IV:

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

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

If the grievance was not submitted to mediation, grievances shall be submitted to arbitration in writing and must be filed with the AAA no later than ten (10) days after receipt of the Step 11 answer.

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

The cost of arbitration shall be borne equally by both parties.

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

ARTICLE 21 Insurance Benefits

Section 1.

Effective July 1, 2017, all eligible bargaining unit employees may elect single, two-person, or family coverage under the Town's HDHP/HSA Plan with deductibles of Two Thousand Dollars (\$2,000) for single and Four Thousand Dollars (\$4,000) for two person and family coverage. In and out-of-network benefits share the same deductible. For out-of-network services the member will have an additional responsibility for twenty percent (20%) of the cost of services after the deductible under the cost share maximum ("CSM") reaches Four Thousand Dollars (\$4,000) single (includes deductible) and Eight Thousand Dollars (\$8,000) two person and family (includes deductible). The CSM also includes prescription co-pays after the deductible is satisfied in the amount of \$10.00 generic/\$25.00 formulary/\$40.00 non-formulary.

For the plan years commencing on July 1, 2024; July 1, 2025; July 1, 2026; and July 1, 2027, the Town shall fund forty-five (45%) of the deductible cost through deposits to a Health Savings Account ("HSA") for each employee, with such funding being deposited in two (2) bi-annual deposits on the first payroll in July and the first payroll in January. Employees who are not eligible for an HSA can participate in a Health Reimbursement Account (HRA) with the Town providing the same contributions towards reimbursement as in the HSA. HRA contributions shall be accessible from the commencement of the plan year.

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

- Have their physician complete a Preventative Health Attestation Form

indicating they are current for age-appropriate screenings:

- Physical Exam
 - Breast Cancer Screening
 - Colon Cancer Screening
 - Cervical Cancer Screening
- Have their physician provide them with Biometrical results including:
 - LDL, HDL, Total Cholesterol, Blood Glucose, Height, Weight, Body Mass Index, Waist Circumference, Blood Pressure and Pulse

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

Section 2.

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

Section 3.

- a) For non-Medicare eligible employees who retire on or after July 1, 1998, medical coverage for the most cost-effective plan offered to Town employees shall be provided for the retiree and the retiree's spouse at the group rate for such benefits for a period not to exceed five (5) years or upon the retiree's eligibility for Medicare with the cost of the monthly premium paid by the retiree. Once an employee opts out of such plan coverage he or she will not be eligible for readmission.
- b) At such time as a retiree who retires on or after July 1, 1998 becomes eligible for Medicare, the Town shall provide for Medicare risk plan coverage as an alternative to Medicare with the cost of the monthly premium paid by the retiree as long as such plans are available to the Town.

Section 4.

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

Section 5.

Effective July 1, 2024, each member of the bargaining unit shall contribute, through bi-weekly payroll deduction, eighteen percent (18%) of the monthly premium cost for individual, two- person, or family medical, dental, vision and prescription drug benefit coverage under the HDHP/HSA. Pursuant to the Town's Section 125 Plan, any insurance contribution made by employees shall be made on a pre-tax basis.

Section 6.

If the Town reasonably determines that the total cost of the group health plan offered under this contract will trigger an excise tax under the Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax exclusively, in accordance with the Municipal Employee Relations Act.

Section 7.

All employees shall be enrolled in the Anthem Blue Cross Blue Shield Vision plan b with a \$10.00 copay for eye exams and a \$10.00 copay for materials. All employees shall be eligible to receive an annual eye exam.

Section 8.

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

Section 9.

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

Section 10.

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

Section 11.

The parties agree that the Town will provide bargaining unit employees with a periodontal rider chosen by the Town and subject to the monthly premium cost sharing for dental benefit coverage pursuant to Article 21, Section 5 through 8 of the current collective bargaining agreement. This periodontal rider will be in addition to the dental

coverage already provided to all town employees.

ARTICLE 22
401 (a)/Section 457 Deferred Compensation Plan

Section 1. 401 (a) Plan.

Full-time employees will be eligible to participate in a Section 401 (a) Plan after completing probation with the Town. Plan details will be provided to each eligible employee. Effective July 1, 2024, the Town and employee will each contribute eight (8.0%) percent of base pay only (not including overtime, longevity, etc.). Effective July 1, 2025, the Town and employee will each contribute nine (9.0%) percent of 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 annual limits allowed by law including pre-tax employer and employee contributions. The Town's Contribution to the 401 (a) Plan of each bargaining unit employee hired after January 1, 2012 shall vest in accordance with the following schedule:

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

Section 2. Section 457 Deferred Compensation Plan

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

ARTICLE 23
Safety and Health

Section 1.

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

Section 2.

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

ARTICLE 24
Wages

Section 1.

Employee's pay stubs will be made available by the end of business on each biweekly payroll payday.

Section 2.

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

Section 3.

Salaries shall be increased by three percent (3 %) effective July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027.

Section 4.

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

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

Employees hired on or after January 1, 2012, shall not be eligible for longevity pay.

Longevity payments, like all other wage payments, shall be made by way of direct deposit to an account designated by the employee. Employees who wish to have the right to have their longevity payments deposited directly into their HAS or 457 must notify the Finance Director in writing no later than thirty (30) days prior to the issuance of the check.

ARTICLE 25 Disciplinary Action

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

Section 8.

Investigation of Citizen Complaints. Citizens who complain about the performance or conduct of an employee shall be encouraged to a) identify themselves, and b) reduce their complaint to a written statement promptly, normally within ten (10) days. In such case where the complaint is not reduced to writing and signed, no employee will be disciplined solely based on an oral complaint without corroborating proof.

In the course of conducting an investigation of an employee's performance or conduct, the Town shall provide the employee who is the subject of the investigation with written notice of the charges and an opportunity to respond before making any decisions as to the consequences, if any, which shall result from the investigation of an employee's performance or conduct.

ARTICLE 26
Savings Clause

Section 1.

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

The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

ARTICLE 27
Union Convention/Training Sessions

Section 1.

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

Section 2.

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

ARTICLE 28
Duration

Section 1.

The Town and the Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2028. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits. This Agreement shall remain in full force and be effective during the period of negotiations.

Section 2.

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

ARTICLE 29
Pregnancy Leave

Section 1.

The Town will comply with all provisions of the Federal Family and Medical Leave Act in accordance with the policies of the Town.

Section 2.

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

ARTICLE 30
Employee Mileage Expense Reimbursement

Section 1.

Effective July 1, 2024, the Town Assessor shall receive a monthly mileage reimbursement check in the amount of \$300 on the first pay of each month. The monthly stipend shall increase annually at the same rate as the COLA assigned to wages. The Town Assessor shall not receive any additional monies for mileage.

All other employees who wish to use their vehicles for Town business and who are authorized in advance to do so shall be entitled to reimbursement at the IRS rate and the payment shall be made within a month after submission of an itemization of mileage accrued.

Section 2.

During inclement weather, the Public Works Director shall have the authority to allow the Director of Operations to use a Town-provided vehicle for travel to and from work including use of the vehicles to respond to Town emergencies.

ARTICLE 31
Uniforms

Section 1.

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

Section 2.

The Fleet Maintenance Supervisor, the Director of Operations and the Water Department Supervisor who are required by OSHA to wear safety shoes shall receive a two hundred dollar (\$200.00) safety shoe allotment on July 1st of each contract year. Upon documented proof of purchase, the employee will be reimbursed from the allotted amount within the two (2) to four (4) week period following submittal of said documentation.

Section 3.

Personal clothing, watches up to \$100.00, dentures, eyeglasses, or contact lenses, damaged, lost, or destroyed during a work-related activity will be repaired or replaced by the Town, provided such loss, destruction or damage is reported within forty-eight (48)

hours of its occurrence and is not in any way due to the employee's own negligence. The forty-eight (48) hour time limit shall be extended due to circumstances beyond an employee's control. All claims of lost personal property shall be subject to approval by the First Selectman or his/her designee. The Town reserves the right to reimburse the employee in lieu of repairing or replacing such items upon proper showing of receipt of purchase.

ARTICLE 32
Volunteer Fire and Ambulance Duty

Section 1.

Any bargaining unit employee who is a volunteer "Emergency Fire Responder" shall be released from work without loss of pay or benefits to respond to emergencies (defined as structural fires and two-tone emergencies) in Colchester when summoned by their Volunteer Department. An employee called to an emergency shall notify the Supervisor prior to leaving any worksite and shall return to work during any regular working hours after any such emergency call.

ARTICLE 33
Probationary Period

Section 1.

New employees must complete a one (1) year probationary period.

A new employee will accrue sick leave and vacation time upon hire, and shall be eligible to use sick time after completion of ninety (90) calendar days of work unless otherwise approved by the First Selectman. Vacation time may be used upon completion one-hundred and eighty calendar days of work unless otherwise approved by the First Selectman.

Section 3.

New employees shall qualify for holiday pay upon hire.

Section 4.

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

ARTICLE 34
Management Rights

Section 1.

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

action against its employees for just cause; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.

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

ARTICLE 35
Professional Development

Section 1.

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

Section 2.

The Town shall pay the registration cost of job-related education or professional development courses or programs which are necessary for bargaining unit employees to obtain and/or maintain required certifications or licenses in their positions as Town employees provided that such employees obtain the approval of the First Selectman prior to registering for the course or program. It is understood that the number of requests so approved may be limited by the availability of the remaining funds budgeted annually for this purpose.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS _____ DAY OF _____, 2024

FOR THE TOWN OF COLCHESTER

FOR THE UNION

Bernie Dennler
First Selectman

Theo Horesco
MEUI Staff Rep

Appendix A

TOWN OF COLCHESTER, CONNECTICUT

ADMINISTRATOR EVALUATION SHEET

Evaluation Date: _____ Evaluation Period From: _____ to _____

Employee Name: _____
Job Title: _____ Date of Hire: _____

Department: _____
Evaluator: _____

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

Section A. Employee's Comments

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

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

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

Section B. Supervisor's Evaluation

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

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

All evaluations must be based on demonstrated performance and observed characteristics - not on anticipated or assumed performance. Use factual records, including performance standards, whenever possible.

Evaluate the employee on performance throughout the entire evaluation period. Do not evaluate on single accomplishments or failures or most recent performance.

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

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

1. Goal Setting

Rating

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

Comments : _____

2. Job Knowledge

Rating

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

OS Outstanding knowledge on all phases of own and related work.

Comments: _____

3. Accepting Responsibility

Rating

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

Comments: _____

4. Ability to Plan and Organize

Rating

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

Comments: _____

5. Judgment and Decisiveness

Rating

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

Comments: _____

6. Control of Operations

Rating

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

Comments: _____

7. Quality Assurance

Rating

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

Comments: _____

8. Ability to Improve Methods

Rating

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

Comments: _____

9. Ability to Cooperate with Others

Rating

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

Appendix B**Salary Ranges
2024-2025**

<u>POSITION</u>	<u>SALARY RANGE</u>
Fire Marshal – Full Time	Hourly
Building Official – Full Time	\$75,119 - \$102,394
Director of Operations	\$84,623 - \$105,985
Fleet Maintenance Supervisor	\$70,335 – 102,394
Town Engineer	\$84,623 - \$114,060
Town Assessor	\$89,623 - \$126,690
Director of Youth & Social Services	\$70,335 - \$94,617
Water Department Supervisor	\$70,335 - \$102,610
ZEO/Assistant Planner	\$70,335 - \$77,768
Finance Director	\$70,335 - \$102,394
Wetlands Enforcement Officer	\$54,044 - \$69,901
Director of Senior Services	\$54,044 - \$77,768
Director of Library Services	\$75,119 – 104,988
Director of Parks & Recreation	\$70,335 - \$91,835
Fire Chief	\$84,623 - \$110,262

Appendix B**Salary Ranges
2025-2026**

<u>POSITION</u>	<u>SALARY RANGE</u>
Fire Marshall – Full Time	Hourly
Building Official – Full Time	\$77,373 - \$105,466
Director of Operations	\$87,162 - \$109,165
Fleet Maintenance Supervisor	\$72,445 – 105,466
Town Engineer	\$87,162 - \$117,482
Town Assessor	\$92,312 - \$130,491
Director of Youth & Social Services	\$72,445 - \$97,465
Water Department Supervisor	\$72,445 - \$105,688
ZEO/Assistant Planner	\$72,445 - \$80,101
Finance Director	\$72,445 - \$105,466
Wetlands Enforcement Officer	\$55,665 - \$71,998
Director of Senior Services	\$55,665 - \$80,101
Director of Library Services	\$77,373 – 108,138
Director of Parks & Recreation	\$72,445 - \$94,590
Fire Chief	\$87,162 - \$116,145

Appendix B**Salary Ranges
2026-2027**

<u>POSITION</u>	<u>SALARY RANGE</u>
Fire Marshall – Full Time	Hourly
Building Official – Full Time	\$79,694 - \$108,630
Director of Operations	\$89,777 - \$112,440
Fleet Maintenance Supervisor	\$74,618 – 108,630
Town Engineer	\$89,777 - \$121,006
Town Assessor	\$95,081 - \$134,406
Director of Youth & Social Services	\$74,618 - \$100,389
Water Department Supervisor	\$74,618 - \$108,859
ZEO/Assistant Planner	\$74,618 - \$82,504
Finance Director	\$74,618 - \$108,630
Wetlands Enforcement Officer	\$57,335 - \$74,158
Director of Senior Services	\$57,335 - \$82,504
Director of Library Services	\$79,694 – 111,382
Director of Parks & Recreation	\$74,618 - \$97,428
Fire Chief	\$89,777 - \$119,629

Appendix B

**Salary Ranges
2027-2028**

<u>POSITION</u>	<u>SALARY RANGE</u>
Fire Marshall – Full Time	Hourly
Building Official – Full Time	\$82,085 - \$111,889
Director of Operations	\$92,470 - \$115,813
Fleet Maintenance Supervisor	\$76,857 – 111,889
Town Engineer	\$92,470 - \$124,636
Town Assessor	\$97,933 - \$138,438
Director of Youth & Social Services	\$76,857 - \$103,401
Water Department Supervisor	\$76,857 - \$112,125
ZEO/Assistant Planner	\$76,857 - \$84,979
Finance Director	\$76,857 - \$111,889
Wetlands Enforcement Officer	\$59,055 - \$76,383
Director of Senior Services	\$59,055 - \$84,979
Director of Library Services	\$82,085 – 114,723
Director of Parks & Recreation	\$76,857 - \$100,351
Fire Chief	\$92,470 - \$123,218

APPENDIX C

Add **HDHP** Matrix

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2016, contributions can be made to your HSA up to the following:
 \$3,350 individual coverage
 \$6,750 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Earn Rewards

If you do this:

Future Moms for participation and completion
 Healthy Lifestyles online participation
 ConditionCare participation and completion.

You can earn:

Up to \$200
 Up to \$150
 Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then-

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary .

Annual Deductible Responsibility In Network and Out of Network Providers

\$2,000 individual coverage
 \$4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan

Annual Out-of-Pocket Maximum

pays 100% of the cost for covered services for the remainder of the plan year.

In-Network Providers

\$ 4,000 individual coverage

\$ 6,850 family coverage

Out-of-Network Providers

\$ 4,000 individual coverage

\$ 8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.



Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year. Visits in excess of 50 are covered as out-of-network.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

*For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs - copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

Mail Order (90 day supply)

\$10 Tier 1 copayment
\$25 Tier 2 copayment
\$40 Tier 3 copayment

\$10 Tier 1 copayment
\$50 Tier 2 copayment
\$80 Tier 3 copayment

- For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2021-June 30, 2024 Collective Bargaining Agreement. The Town and the Union hereby agree as follows:

The incumbent in the Town Assessor position, on a one-time basis, shall have his salary of \$107,198 increased for that position in accordance with the following schedule:

Effective January 8, 2024, he shall receive a market salary adjustment to an annual salary of one hundred twenty-three thousand dollars (\$123,000) and then be subject to the three percent (3.00%) general wage increase effective July 1, 2024 for a total of \$126,690 as provided in Article 24, Section 3 of the 2024-2028 Collective Bargaining Agreement between the parties.

Increases effective July 1, 2025, July 1, 2026 and July 1, 2027 shall be consistent with the negotiated rates set forth in the Collective Bargaining Agreement.

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

MUNICIPAL EMPLOYEES UNION TOWN OF COLCHESTER
"INDEPENDENT," LOCAL 506, SEIU

Theo Horesco
MEUI Staff Representative

Bernie Dennler
First Selectman

Date

Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2021-June 30, 2024 Collective Bargaining Agreement. The Town and the Union hereby agree as follows:

The incumbent in the Director of Senior Services, on a one-time basis, shall have her current salary \$64,420 increased for that position in accordance with the following schedule:

Effective July 1, 2024, she shall receive a market salary adjustment of two thousand five hundred dollars (\$2,500) and then be subject to the three percent (3.00%) general wage increase effective July 1, 2024 \$68,928 as provided in Article 24, Section 3 of the 2024-2028 Collective Bargaining Agreement between the parties.

Effective July 1, 2025, she shall receive a market salary adjustment of two thousand five hundred dollars (\$2,500) and then be subject to the three percent (3.00%) general wage increase effective July 1, 2025 for a total of \$72,922 as provided in Article 24, Section 3 of the 2024-2028 Collective Bargaining Agreement between the parties.

Increases effective July 1, 2026 and July 1, 2027 shall be consistent with the negotiated rates set forth in the Collective Bargaining Agreement.

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

MUNICIPAL EMPLOYEES UNION TOWN OF COLCHESTER
"INDEPENDENT," LOCAL 506, SEIU

Theo Horesco
MEUI Staff Representative

Bernie Denner
First Selectman

Date

Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2021-June 30, 2024 Collective Bargaining Agreement. The Town and the Union hereby agree as follows:

The incumbent in the Fire Chief, on a one-time basis, shall have his current salary of \$104,550 increased for that position in accordance with the following schedule:

Effective July 1, 2024, he shall receive a market salary adjustment of two thousand five hundred dollars (\$2,500) and then be subject to the three percent (3.00%) general wage increase effective July 1, 2024 for a total salary of \$110,262 as provided in Article 24, Section 3 of the 2024-2028 Collective Bargaining Agreement between the parties.

Effective July 1, 2025, he shall receive a market salary adjustment of two thousand five hundred dollars (\$2,500) and then be subject to the three percent (3.00%) general wage increase effective July 1, 2025 \$116,145 as provided in Article 24, Section 3 of the 2024-2028 Collective Bargaining Agreement between the parties.

Increases effective July 1, 2026 and July 1, 2027 shall be consistent with the negotiated rates set forth in the Collective Bargaining Agreement.

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

MUNICIPAL EMPLOYEES UNION TOWN OF COLCHESTER
"INDEPENDENT," LOCAL 506, SEIU

Theo Horesco
MEUI Staff Representative

Bernie Dennler
First Selectman

Date

Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") in connection with the contract negotiations for a successor to the July 1, 2021-June 30, 2024 Collective Bargaining Agreement. The Town and the Union hereby agree as follows:

The incumbent in the Director of Parks & Recreation, on a one-time basis, shall have her current salary of \$70,855 increased for that position in accordance with the following schedule:

Effective July 1, 2024, she shall receive a market salary adjustment of two thousand five hundred dollars (\$2,500) and then be subject to the three percent (3.00%) general wage increase effective July 1, 2024 for a total of \$75,556 as provided in Article 24, Section 3 of the 2024-2028 Collective Bargaining Agreement between the parties.

Effective July 1, 2025, she shall receive a market salary adjustment of two thousand five hundred dollars (\$2,500) and then be subject to the three percent (3.00%) general wage increase effective July 1, 2025 for a total of \$80,397 as provided in Article 24, Section 3 of the 2024-2028 Collective Bargaining Agreement between the parties.

Increases effective July 1, 2026 and July 1, 2027 shall be consistent with the negotiated rates set forth in the Collective Bargaining Agreement.

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

MUNICIPAL EMPLOYEES UNION TOWN OF COLCHESTER
"INDEPENDENT," LOCAL 506, SEIU

Theo Horesco
MEUI Staff Representative

Bernie Dennler
First Selectman

Date

Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Town of Colchester (hereinafter the "Town") and Municipal Employees Union "Independent," Local 506, SEIU (hereinafter the "Union") (hereinafter collectively referred to as the "Parties").

Whereas, the Town and Union are parties to a Collective Bargaining Agreement dated July 1, 2021 to June 30, 2024; and

Whereas, Tiffany Quinn has served the Town as the Director of Parks and Recreation for the time period relevant to this Memorandum of Agreement; and

Whereas, on April 22, 2022, the Town and the Union entered into a Memorandum of Agreement (the "Initial MOA") providing for the Director of Parks and Recreation to receive a weekly stipend of \$400 in connection with the temporary assumption of duties related to the then-vacant position of Director of Public Works; and

Whereas, the Initial MOA expired by its own terms on June 30, 2022 but payment of the stipend continued in light of continuing duties related to ARPA recreation projects that have been performed by the Director of Parks and Recreation as part of a verbal agreement between the Parties;

Now, therefore, the parties hereby agree as follows:

1. The verbal agreement between the Parties providing for a continuing stipend for the Director of Parks and Recreation for the period from July 1, 2022 to the present is hereby memorialized.
2. The weekly stipend paid to the Director of Parks and Recreation will cease, effective January 1, 2024. The primary duties associated with ARPA recreation projects shall thereafter be assigned to the Public Works Director.
3. This Agreement constitutes the complete understanding between the Parties concerning the matters addressed and supersedes any and all prior agreements or understandings, oral or written, between the Parties addressing this topic.

FOR THE UNION

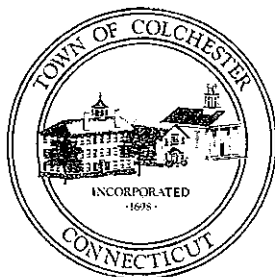
FOR THE TOWN

 Theo Horesco
 MEUI Staff Representative

 Bernie Dennler
 First Selectman

 Date

 Date



**Town of Colchester and Colchester
Board of Education
Finance Department
Deputy Town Finance Director**

General Statement of Duties

The overall Finance Department is responsible for maintaining all budgets, accounts, and financial records of the Town and School District. This position assists the Town Finance Director with overseeing all aspects of daily operations of the Town's financial management. This is a highly responsible position requiring strong financial management and analytical skills. This position involves the performance of a wide variety of professional accounting and financial control functions for the Town.

The Deputy Town Finance Director shall act as the Town Finance Director when the position is either vacant or whenever the First Selectman determines the Finance Director is on an extended absence that will require the Deputy to assume the duties of the Finance Director. When serving as Acting Finance Director, the Deputy shall be paid a rate equivalent to the Finance Director.

Terms of Employment

Non-union; 12-month employee

Supervisor

Works under the direct supervision of the Finance Director or the First Selectman when acting as Finance Director.

Supervision Exercised

Assists the Finance Director with overseeing the operation of the joint Finance Department as it relates to the Town's financial management, including supervision of all department employees performing work for the Town.

Essential Duties and Responsibilities:

1. Assists the Town Finance Director with to evaluate, administer and oversee the financial management of the Town. Specific functions include, but are not limited to: accounting and financial reporting, general ledger, budgeting, financial and capital planning, financial software, cash/investment management, debt management, accounts receivable, accounts payable, purchasing, payroll, and grants. Working directly with the Human Resources department, other functions include risk management, contract, and collective bargaining negotiations, benefits administration and workers compensation claims.
2. Assists the Town Finance Director with supervision of the daily activities of employees performing financial tasks for the Town, and prepares performance evaluations.
3. Assists with the development and implementation of internal control policies, guidelines, and procedures for activities such as budget administration, cash/investment management, accounting and payroll. Interprets and enforces policies and procedures.
4. Assists with drafting and presenting policies, financial plans and goals for the overall Town to the First Selectman, and the Treasurer when applicable, and makes recommendations as appropriate to the various Town Boards and Commissions.
5. When acting as Finance Director, attends Board of Selectmen and Board of Finance meetings as necessary.

6. Participates, as needed, in the development of all Town budgets, including Capital Improvement Plans, and oversees the administration of all such budgets once adopted.
7. Works with the external auditors associated with the preparation of year-end financial reports in accordance with Generally Accepted Accounting Principles (GAAP), including the compilation of data, preparing and entering journal entries.
8. Assists with the preparation and timely submission of a variety of internal and external financial reports including monthly, quarterly and annual reports for all funds.
9. When Acting as Finance Director, performs responsibilities of the Town Treasurer in the event of the absence of the Town Treasurer.
10. Trains and cross-trains departmental personnel in Town department operations and basic financial practices.
11. Perform such other duties as may be required and assigned by the First Selectman.

Required Knowledge, Skills and Abilities

- Thorough understanding of the principles of government finance.
- Knowledge of the practices and procedures used in governmental accounting, including generally accepted accounting principles (GAAP), pronouncements of the Government Accounting Standards Board (GASB), relevant CT General Statutes regarding Town finances, and State Office of Policy & Management (OPM) financial reporting requirements.
- Ability to analyze financial statements and budget reports and develop projections.
- Strong verbal and written communication skills.
- Strong administrative and supervisory abilities.
- Comprehensive knowledge of various computer software programs, including Microsoft Office Suite with emphasis on Excel, and Adobe Acrobat, and various municipal finance systems with preference for experience with Tyler Technologies Munis.

Education and Experience

1. Bachelor's degree in accounting, finance, public or business administration or a related field from an accredited college or university or equivalent combination of experience
2. Minimum of five (5) years of progressively responsible experience in public or governmental accounting
3. Certified Public Accountant (CPA) and/or Certified Public Finance Officer (CPFO) preferred
4. Equivalent combination of training and experience to the above requirements will be considered.

Work Environment

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

*Note: This description is illustrative of tasks and responsibilities.
It is not meant to be inclusive of every task or responsibility.*