

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF COLCHESTER

and

COLCHESTER FIREFIGHTERS UNION  
UPPFA, IAFF, LOCAL# 3831

SEPTEMBER 3, 2023 - JUNE 30, 2027

TABLE OF CONTENTS

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

|             |  |    |
|-------------|--|----|
| ARTICLE 21  | Personal Clothing, Clothing Allowance,<br>Uniform Allowance, and Town Provided Equipment ..... | 18 |
| ARTICLE 22  | Certification/Training .....   | 19 |
| ARTICLE 23  | 401(a) Plan/Section 457<br>Deferred Compensation Plan.....                                     | 20 |
| ARTICLE 24  | General Provisions.....  | 21 |
| ARTICLE 25  | Union Activity.....  | 21 |
| ARTICLE 26  | Complete Agreement .....   | 22 |
| ARTICLE 27  | Duration .....   | 22 |
| ARTICLE 28  | Federal, State and Municipal Laws and Regulations .....  | 22 |
| ARTICLE 29  | Promotions .....   | 22 |
| ARTICLE 30  | Performance Evaluations.....   | 23 |
| ARTICLE 31  | Call Back for Duty .....   | 23 |
| ARTICLE 32  | Jury Duty/Court Appearances .....  | 24 |
| SIDE-LETTER | Drug Testing for Non-CDL Personnel. ....   | 25 |
| APPENDIX A  | Application for Union Membership .....   | 26 |
| APPENDIX B  | Grievance Petition.....  | 27 |
| APPENDIX C  | Garrity Rights Statement .....   | 28 |
| APPENDIX D  | Fire Fighter/EMT Evaluation Sheet .....  | 29 |
| APPENDIX E  | Wage/Step Schedule .....   | 31 |
| APPENDIX F  | Hours of Work and Work Schedule .....  | 32 |

## **PREAMBLE**

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

## **ARTICLE 1 - RECOGNITION**

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

## **ARTICLE 2 - UNION SECURITY**

- 2.1 During the terms of this Agreement or extension thereof, all employees in the collective bargaining unit shall, from the effective date of this Agreement or within thirty (30) days from the date of their employment by the Town as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fees shall not exceed the minimum applicable dues paid to the Union.
- 2.2 The Town agrees to deduct from the pay of bargaining unit members such membership dues, initiation fees, service fees, or reinstatement of service fees as may be fixed by the Union and allowed by law. Such deductions shall continue for the duration of the Agreement or any extension thereof.
- 2.3 New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following the completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Finance Department. The Financial Officer of the Union shall notify the Town in writing of the amount of uniform dues or service fees to be deducted.
- 2.4 Such payroll deductions, as provided herein, shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the next month following the month in which such dues and/or services fees were deducted along with a list of names of the employees from whom the deductions were made.
- 2.5 The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any changes in the rates of fees or dues. In addition, the Union shall furnish the Town with a statement signed by the employee authorizing the Town to make dues deduction(s). Service fees shall be deducted automatically by the Town.
- 2.6 No dues or fees will be deducted from an employee who has exhausted accumulated sick leave or while collecting Workers' Compensation.

- 2.7 Each employee will be offered an opportunity to join the Union or pay the agency/service fee. Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Town shall deduct from the employee's pay, on a bi-weekly basis, in equal installments, Union dues or service fees as the Union shall determine. (See Appendix A).
- 2.8 The Union shall indemnify the Town and any Department or agent or employee of the Town and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Town or any Department or employee of the Town for the purpose of complying with the provisions of this Article. The Union will refund to the Town any amount paid to the Union in error on account of the dues deduction provision.
- 2.9 No employee covered by this agreement will engage in, induce or encourage a strike, work stoppage, slowdown, sick-out, unlawful picketing, sympathy strike, or other withholding of services from the Employer - including so-called work to rule - or refuse to perform in whole or in part duties of employment including overtime services.
- 2.10 The Union agrees that neither the Union nor any of its officers, agents or members, nor any officer covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, unlawful picketing, sympathy strike or other withholding of services, including so called work to rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.
- 2.11 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any unlawful picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.
- 2.12 The Town may file an action in the court of appropriate jurisdiction to enforce this Article.
- 2.13 The Town shall provide each present employee with a copy of the final Agreement. New employees shall receive a copy of the final Agreement upon hire. In addition, to ensure that the immediate supervisors are aware of the provisions of this Agreement, the Town shall also provide them with a copy of this agreement.

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

- 3.1 There are no provisions in this Agreement that shall deem to limit or curtail the Town in any way in the exercise of the rights, powers, and authority which the Town has prior to the effective date of this Agreement unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the Town's rights, powers, and authority, include, but are not limited to, the right to manage its operation; the right to take necessary action to fulfill its objectives in emergencies; the right to assign, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge, layoff; the right to make all plans and decisions on all matters involving its operations; the extent to which the facilities of any department thereof shall be operated; additions thereto; replacements; curtailments, or transfers thereof; removal of equipment; outside purchases of products or services, the scheduling of operations; means of operations; the equipment to be used; the institution of technological changes; the assignment of overtime, and the right to introduce new and/or improved methods of operations and departments and

to change existing methods of operations and departments; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change standards of performance; determine the qualifications of employees; and to run the department efficiently. To the extent that the exercise of these rights impact on wages, hours and working conditions, the Town will be obligated to bargain pursuant to controlling State labor relations law.

#### **ARTICLE 4 - SENIORITY**

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

## ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible, so as to ensure efficiency and employee morale.

5.2 A basis of a grievance may result from a complaint concerning:

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

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

Step 1:

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

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

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

Step 2:

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

Step 3:

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

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

#### **ARTICLE 6 - DISCIPLINARY PROCEDURE**

- 6.1 No employee who has completed the probationary period shall be disciplined except for just cause. Disciplinary action as used in this Article shall be defined as limited to oral reprimand, written reprimand, suspension, demotion, or discharge. Nothing in this Article shall prevent the Chief of the Department or the First Selectman from reassigning or placing an employee on administrative leave with pay pending an investigation.
- 6.2 Progressive Discipline.
- The parties jointly recognize the remedial value of progressive disciplinary action. Accordingly, whenever appropriate, Management will follow these guidelines:
- a) Take prompt corrective action.
  - b) Apply discipline with a view toward uniformity and consistency.



- c) In the area of inefficient or incompetent performance, oral reprimand and constructive criticism should ordinarily precede formal disciplinary procedures; however, no such warning is necessary with respect to neglect of duty, insubordination, willful misconduct or other serious offenses.

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

### 6.3 Work Now Grieve Later.

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

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

### 6.4 Notice of Discipline.

- a) Pre-discipline hearing. There shall be an informal hearing before that body or person who will be imposing discipline beyond verbal or written warnings. The employee shall have the choice of union representation and shall be allowed to submit notarized statements from witnesses.
- b) After a management decision is made to impose discipline, but prior to its formal imposition, management will notify the employee and the Union of the contemplated discipline.

### 6.5 Investigative Interviews.

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

### 6.6 Authorization and Level of Discipline.

- a) Chief of the Department may impose the following discipline.
  - 1) Oral reprimands.
  - 2) Written reprimands.

- 3) Suspension (3 days Maximum)
- b) First Selectman or his or her designee may impose the following discipline.
    - (1) Oral reprimands.
    - (2) Written reprimands
    - (3) Suspensions (greater than 3 days)
    - (4) Demotion
    - (5) Dismissal
- 6.7 Whenever it becomes necessary to discipline an employee or apprise an employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

## **ARTICLE 7 - HOURS OF WORK & WORK SCHEDULE**

- 7.1 Work Hours/Work Period.
- a) Employees shall be regularly scheduled to work an average of forty-two (42) hours per week.
  - b) Current work schedules of employees (and times when employees are regularly subject to call in) shall continue in effect, unless the needs of the Town change, in which case the Town will notify and, upon request, meet with the Union before implementing any change in regularly scheduled hours. The Town agrees to bargain over the impact of any changes it makes to employee(s) work schedules. As agreed in the MOA dated October 1, 2020, the scheduling of ~~the firefighter/EMT~~ full time staff will be done as denoted in Appendix F.
  - c) Each employee holding the hourly paid position of Firefighter/EMT, Lieutenant, or Captain will be paid at the applicable hourly rate of pay as listed in Appendix E for all regularly scheduled hours. Employees in these positions shall be paid one and one-half (1½) times of forementioned rate for all hours worked in excess of forty-eight (48) hours within a seven (7) day work cycle (Sunday-Saturday).
  - d) Whenever employees holding the hourly paid position of Fire fighters/EMT are called into work early or held over on their scheduled shifts or are called back into work due to a "third tone ambulance call", or called back to duty, the employees shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay.
  - e) Hourly paid Firefighter/EMTs shall not be authorized or permitted to work other than as scheduled, assigned, or called back to duty as outlined in Section 31.2. Such employees shall not be permitted to hold positions within the volunteer service; nor shall they be eligible to receive other compensation or benefits other than as expressly set forth in this Agreement.
  - f) The Deputy Chief position shall be paid on a salary basis with a minimum of forty (40) hours per week, at the rates set forth in Appendix E, which salary shall constitute full pay for all hours worked. Employees in the Deputy Chief position shall not receive other compensation or benefits other than as expressly set forth in this Agreement. Upon separation of the current Deputy Chief, this position will be reassigned as either a

Captain, or as a Firefighter/EMT assigned to a regularly scheduled shift. The assignment will be jointly agreed upon by the Town and the Union.

7.2 Call-in Pay.

When an employee is ordered to report to duty as a result of a call-in, he or she shall be paid a minimum of four (4) hours if the work performed is not contiguous with the employee's normal hours of work.

7.3 Exchange of Shifts.

a) Employees may exchange shifts if:

- (1) there is no additional cost to the Town of Colchester;
- (2) the exchange is made with an employee with required certifications, training, and skills;
- (3) shift periods do not overlap;

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

7.4 Approval of shift changes is subject to revocation as dictated by the needs of Colchester Fire & EMS.

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

7.6 Overtime Opportunity.

1. With the Exception of call-in for duty under Article 7, Section 2, in the event that work is required of the bargaining unit outside normal hours of work, the parties agree to the following open shifts will be offered to qualified Union members first. If the shift remains unfilled, it may be filled with per diem staff or volunteers.
2. Scheduled overtime (regular shifts, special duty, and other previously scheduled assignments) shall be filled using the following procedure.

Officer Shifts shall be offered to Career Officers, beginning with the Officer with the least overtime worked to that date. If no officers accept the overtime, the shift shall be offered to Acting Officers (as outlined in Article 8 Section 3), beginning with the Acting Officer with the least overtime worked to that date. If no eligible Acting Officer accepts the shift, the Officer with the least overtime worked to that date shall be ordered in to work.

Firefighter/EMT Shifts shall be offered to Career Firefighter/EMTs, beginning with the Career Firefighter/EMT with the least overtime worked to that date. If no Career Firefighter/EMT accepts the shift, the shift shall be offered to Career Officers, beginning with the Officer with the least overtime worked to that date. If no Officer accepts the shift, the bargaining unit employee with the least overtime to that date shall be ordered into work.

Unscheduled overtime shall be filled on a first come, first serve basis as determined by the Career Captain or their designee who is filling the shift.

3. The parties expressly acknowledge and agree that this Memorandum of Agreement constitutes their entire agreement and that any mutually agreed amendment, modification or any other change in this Agreement must be in writing.
4. Except as otherwise provided herein, this Agreement shall not establish any precedent or practice in any way relating to any present or future bargaining unit employee and shall not otherwise prejudice the respective positions of the parties concerning this or any other matter. Furthermore, this Agreement shall not be used in any other proceeding or action, including contract negotiations or interest arbitration, between the parties except one to enforce this Agreement. (Adopted as MOU on October 1, 2020). If the Town fails to offer the qualified employee who is at the top of the rotation list the opportunity to work such assignment, the employee shall be afforded preference for the next available assignment outside the normal hours of work he or she is qualified to perform.

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

### ARTICLE 8-RATES OF PAY

#### 8.1 Wage Rates.

July 1, 2024, Career Firefighter/EMT rates will be increased by 3% (see Wage Schedule at Appendix E).

July 1, 2024, Career Officer rates will be increased by 6% (see Wage Schedule at Appendix E).

July 1, 2025, all bargaining unit rates will be increased by 3% (see Wage Schedule at Appendix E).

July 1, 2026, all bargaining unit rates will be increased by 3% (see Wage Schedule at Appendix E).

#### 8.2 Step Increases.

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

Examples of Step Increase Schedule:

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

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

During the term of this Agreement, step increases (for eligible employees) shall be implemented as follows:

|           |                        |
|-----------|------------------------|
| 2023-2024 | effective July 1, 2023 |
| 2024-2025 | effective July 1, 2024 |
| 2025-2026 | effective July 1, 2025 |
| 2026-2027 | effective July 1, 2026 |

8.3 Acting Officer.

The Fire Chief and Career Captain shall maintain a list of Acting Officers who meet the requirements outlined in Article 21 Section 7 and are hired for overtime as outlined in Article 7 Section 5.3. Such Acting Officer will be paid at Step 1 of the Lieutenant/Shift Supervisor wage rate schedule at Appendix E for all hours worked as the designated acting supervisor.

8.4 Longevity Pay.

Full-time employees of the Town who have completed five (5) years of continuous full-time employment with the Town, shall be eligible for the following incremental longevity bonus, in accordance with the issuance schedule outlined below. After the completion of the 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, 25<sup>th</sup>, and 30<sup>th</sup> year of service, the applicable longevity compensation shall be paid in conjunction with the first payroll period of the new fiscal year in accordance with the table below:

| <u>July 1<sup>st</sup> of ...</u> | <u>Bonus Amount</u> |
|-----------------------------------|---------------------|
| 6 <sup>th</sup> Year              | \$1,000             |
| 11 <sup>th</sup> Year             | \$2,000             |
| 16 <sup>th</sup> Year             | \$3,000             |
| 21 <sup>st</sup> Year             | \$5,000             |
| 26 <sup>th</sup> Year             | \$5,000             |
| 31 <sup>st</sup> Year             | \$5,000             |

Longevity payments shall be made in a separate check.

### ARTICLE 9 – STAFFING

- 9.1 Regular shift staffing shall consist of a minimum of 1 Firefighter/EMT and 1 Lieutenant/ Captain. As staffing increases, shifts will be minimally staffed with the number of personnel regularly assigned to that shift at that time. For example, shifts with forementioned staffing shall have a minimum of two (2) personnel on shift. Shifts with two (2) Firefighter/EMTs and a Lieutenant/ Captain shall be staffed with a minimum of three (3) personnel during their shift.

### ARTICLE 10 - INJURY LEAVE

- 10.1 An employee who is on authorized leave of absence due to injuries or other disabilities sustained in the performance of his/her work who is eligible for weekly Workers' compensation payments, shall have the option of using accrued sick leave and earned vacation to fund the difference between the employee's base weekly pay and weekly Workers' Compensation benefits. Such differential will be paid to the nearest whole hour increment. Differential pay shall end upon exhaustion of all the employee's accrued sick leave and earned vacation.
- 10.2 In the event that an employee is injured or disabled while en-route to, at, or returning to the employee's abode from an alarm to which the employee responded off duty, or in the event that the employee was killed or dies as a result of such injury or disability, it shall be considered for the purposes of claims under Section 9.1 of this contract, and benefits payable under the Workers' Compensation Act provided that such injury, disability or death was suffered in the line of duty and arose out of and within the

course and scope of his/her employment.

- 10.3 Employees on Worker's Compensation, Heart and Hypertension, or long-term disability, proven to have conducted themselves contrary to their physician's diagnosis and treatment shall be discharged.

## ARTICLE 11 - INSURANCE

### 11.1 Medical, Dental and Life Insurance Benefits

Effective July 1, 2018, all eligible bargaining unit employees may elect single, two-person, or family coverage under the Town's High Deductible Health Plan ("HDHP") 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 until the cost share maximum ("CSM") reaches Four Thousand Dollars (\$4,000) single (includes deductible) and Eight Thousand Dollars (\$8,000) two person and family coverage (includes deductible). The CSM also includes prescription co-pays after the deductible is satisfied in the amount of \$10 generic/\$25 formulary/\$40 non-formulary.

For the plan year commencing on July 1, 2021, the Town shall fund fifty percent (50%) of the deductible costs through quarterly proportionate installments (on the first payrolls in July, October, January, and April) to a Health Savings Account ("HSA") for each eligible employee electing benefits.

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.

Effective July 1, 2018 employees who elect benefits under the HDHP shall contribute twenty percent (20%) of the premium cost for said insurance for themselves and their dependents by way of bi-weekly payroll deductions. Medical contribution credits equaling one percent (1%) of the applicable premium rates will be applied through employee payroll deductions if the employee is fully compliant with the Town's Wellness Program. The Town's Wellness Program requires employees to do the following in order to qualify for the medical contribution credit:

1. Have their physician complete a preventative health attestation form indicating each employee/dependent is current for age-appropriate screenings:
  - Physical exam
  - Breast cancer screening
  - Colon cancerscreening
  - Cervical cancer screening
2. 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.
3. Complete an online health risk assessment, including biometrical results.

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

The Town will pay the full cost, of the employee's group life insurance. Said insurance shall be in the amount of \$100,000.

- 11.2 Nothing herein shall be interpreted to prevent the Town from obtaining comparable medical, dental or prescription drug benefit coverage from alternative carriers, including those with preferred provider networks, or through self-insurance, so long as there is no interruption in coverage. If the Town proposes a change, it shall give written notice to the Union. The Union may challenge the proposed change in insurance carriers/administrators on the basis that the coverage to be provided is not comparable to the existing coverage. The Union's challenge must be filed in writing within sixty (60) calendar days from notice of the proposed change and must specify the areas in which the Union claims that the proposed plan is not comparable to the current one. The Town and Union shall meet to discuss the Union's concerns, which discussions shall be concluded no later than thirty (30) calendar days following receipt of the Union's notice of challenge. If a dispute remains, it shall be submitted to the State Board of Mediation and Arbitration pursuant to the contractual grievance procedure under Article 5. Notwithstanding the above, if at any point the total cost of the Town's group health plan(s) offered under this Agreement triggers an excise tax under Internal Revenue Code Section 49801 or any other local, state or federal regulation, the Town reserves the right to replace the current group health plan offered with an alternative one, the cost of which falls below the excise tax threshold or reduce the excise tax liability, regardless of whether such replacement plan(s) is comparable to the one previously in effect. Eligible employees will be given the option to enroll in the lower cost coverage option. If employees choose to enroll themselves and/or their eligible family members in a coverage option that triggers an excise tax, or which has a higher excise tax than the other plan offering, then one hundred percent (100%) of the extra cost associated with participating in the higher cost plan, including the cost of such excise tax, shall be born solely by the employee in addition to the employee's premium contribution requirements as set forth above. At least ninety (90) days prior to implementing any new benefit plan(s) the Town will meet and discuss the plans(s) terms with the Union.
- 11.3 As set forth more fully in the long term disability plan design a copy of which will be available to all employees, an employee who is disabled due to an accident or sickness which is not compensable under the Worker's Compensation Act, including Heart and Hypertension benefits, and who has exhausted all of his/her paid leave benefits shall be eligible for weekly accident/sickness disability insurance payments up to 60% of his/her base rate at the time of disability to a maximum of \$2,000 per month. These benefits will be offset by worker's compensation benefits (including Heart and Hypertension benefits), retirement benefits, and other state or federal mandated benefits the employee receives. In no instance shall such benefits begin until after 90 days of disability. The Town reserves the right to terminate an employee while on disability if circumstances warrant such termination without violating state or federal law.

## ARTICLE 12 - SICK LEAVE

- 12.1 Each full-time employee will be entitled to sick leave with pay at the regular straight time hourly rate of pay in effect at the time leave is taken. Per diem is based on the normal or regular hours worked per day. Such leave shall be earned at the rate of one (1) day per month of continuous service in each calendar year. Full-time employees may accumulate up to sixty (60) days of paid sick leave. For the sole purpose of bridging the ninety (90) day waiting period for long term disability (LTD) insurance

under Article 11, Section 11.3, employees may accumulate up to 30 additional days of sick leave which can also be drawn in special circumstances involving serious health conditions at the discretion of the First Selectman.

- 12.2 Sick leave shall continue to accumulate during approved leaves of absence with pay or vacation time. Sick leave shall not continue to accumulate during leave of absences without pay, nor during the time an employee receives long-term disability payments.
- 12.3 Each employee who retires or resigns after 10 years of service will be paid for accumulated sick days in a lump sum. Upon death of an employee, the accumulated sick days shall be paid in a lump sum to his/her designated beneficiary.
- 12.4 An employee using sick leave, shall make every effort to notify the Chief of the Department or his/her designee at least one (1) hour prior to his/her shift starting time of the first day of his/her absence and each day of absence thereafter, unless the employee has indicated the number of days he/she shall be absent when first notifying the Chief as described above.
- 12.5 Sick leave benefits cannot be exercised by an employee whose absence results from intoxication, use of illegal drugs or criminal conduct during scheduled working hours. The burden of proof shall be on the Town in such instances.
- 12.6 The Town may refuse to pay sick leave benefits if investigation shows willful falsification of any claim for sick leave benefits and such conduct shall be grounds for discipline of any such employee up to and including discharge.
- 12.7 Sick leave benefits may not accrue whenever reported absence is due to employment with any outside employer during scheduled working hours.
- 12.8 The Town may have an employee examined by a doctor jointly selected by the parties or from a mutually agreed list of doctors, at the Town's expense, to determine the exact nature and extent of the employee's incapacity or illness. A doctor's certificate may be required by the Town whenever an employee is off from work three (3) or more occasions, or at any time that it is deemed that sick leave is being abused by the employee. In the latter circumstances, the Town will document the reasons for such request. Whenever an employee is off from work for ten (10) or more workdays, the employee shall give the Town a doctor's release before the employee returns to work.
- 12.9 The Town and Union recognize that there are instances in which employees may be sick, not qualify for disability, and not have sufficient banked sick leave to cover their absences. With approval from the Fire Chief, employees may donate sick leave to the affected employee.

### **ARTICLE 13 - PERSONAL LEAVE**

- 13.1 Paid Personal Leave Time.

All full-time employees shall be entitled to forty (40) personal leave hours annually.



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

Hired on or after January 1 through March 31 – 24 hours

Hired on or after April 1 through June 30 – 16 hours

Hired on or after July 1 through September 30 – 8 hours

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

- 13.3 Paid personal leave days are to be taken in no less than four (4) hour increments, provided the employee gives prior notice of at least twenty-four (24) hours. Paid personal leave days cannot be carried over from one year to the next.

- 13.4 Personal Leave without Pay.

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

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

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

#### **ARTICLE 14 - FUNERAL LEAVE**

- 14.1 In the event of a death in the immediate family of a full-time employee, paid leave consisting of three (3) consecutive working days shall be granted. The employee shall be paid his/her regular or normal per diem rate for any of the three (3) consecutive working days which fall within his/her scheduled shift and for which he/she attends the funeral. The term "immediate family" shall include the employee's spouse, child, parent, grandparent, sibling, mother, or father in-law, grandchild, or any other relative who is living in the employee's household.
- 14.2 In the event of the death of a brother or sister in-law, aunt, uncle, niece, or nephew of the employee or his/her spouse, one (1) paid day leave shall be allowed as long as the employee attends the funeral and the day of the funeral is a scheduled work day.
- 14.3 The First Selectman may, in his/her discretion, grant additional time off for funeral leave which will be deducted from an employee's vacation time or personal days. The granting or not granting of said days is at the sole discretion of the First Selectman, and shall not be grievable.

### **ARTICLE 15 - FAMILY MEDICAL LEAVE**

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

### **ARTICLE 16 - LIGHT DUTY**

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

**ARTICLE 17 - VACATION**

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

| <u>Year of Completed Continuous Full-Time Service</u> | <u>Rate Accumulated</u> |
|---|-------------------------|
| 6 Months to 1 Year                                    | 24 hours                |
| 1 year  | 48 hours                |
| 3 years   | 96 hours                |
| 5 years   | 120 hours               |
| 10 years  | 144 hours               |
| 15 years  | 216 hours               |

- 17.2 Vacation requests for two or more consecutive regularly scheduled shifts (48 hours) must be submitted at least fifteen (15) days in advance unless there are extenuating circumstances. All vacation requests for one (1) regularly scheduled shift (24 hours) shall be submitted at least twenty-four (24) hours in advance. Employees shall submit vacation requests for approval by the Chief of the Department or his/her designee.
- 17.3 In granting time off, every effort will be made by the Town to meet the requests of the employees as to scheduling of vacation. In the event of conflicting requests, the employee with the greater seniority shall have the preference.
- 17.4 An employee shall not be ordered in on his/her vacation except with his/her agreement.
- 17.5 Unbroken full-time service with the Town shall be counted towards years of service for the calculation of vacation time for employees transferring into the Department.
- 17.6 Employees will be allowed to carry over accrued but not used vacation days up to a maximum of sixty (60) hours per year to a maximum accumulation of not more than sixty (60) hours more than their applicable annual vacation accumulation as listed in 17.1.
- 17.7 Employees may request a vacation payout of their accumulated vacation time up to eighty (80) hours between November 1<sup>st</sup> and December 15<sup>th</sup> of each calendar year.
- 17.8 In the event of retirement, line of duty death, or termination, all earned but not used vacation shall be paid in a lump sum payment to the employee. In the event of death, a lump sum payment for earned but not used vacation shall be made to the beneficiary of the employee. Said payment shall be at the employee's current base pay rate.
- 17.9 The vacation chart in section 17.1 above shall be interpreted as follows: After six months of employment, the employee shall be allotted 24 hours. On the employee's one year anniversary date, the employee is allotted an additional 16 hours. In the next subsequent January, the employee shall be allotted 40 hours as listed in the table. Vacation days shall thereafter be allotted on January 1, based on the 17.1 schedule.

**ARTICLE 18 - MILITARY LEAVE**

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

**ARTICLE 19 - HOLIDAYS**

19.1 Eligible full-time employees shall observe the following holidays off with pay annually.

|                                |          |
|--------------------------------|----------|
| New Year's Eve/ Day            | 12 Hours |
| Martin Luther King Day         | 8 Hours  |
| Washington's Birthday          | 8 Hours  |
| Good Friday                    | 8 Hours  |
| Memorial Day                   | 8 Hours  |
| Juneteenth                     | 8 Hours  |
| Independence Day               | 8 Hours  |
| Labor Day                      | 8 Hours  |
| Columbus Day                   | 8 Hours  |
| Veterans Day                   | 8 Hours  |
| Thanksgiving Day/<br>Day After | 16 Hours |
| Christmas Eve/ Day             | 12 Hours |

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

19.3 Any employee may elect to work a holiday and, in lieu of payment, receive a floating holiday to be taken at the employee's discretion.

**ARTICLE 20 - FITNESS FOR DUTY EXAMINATIONS**

20.1 Fitness for Duty Examinations:

- a) The Town and the Union agree that it is the responsibility of each employee to achieve and maintain a reasonable level of physical fitness and general good health. All employees of the bargaining unit shall be interior firefighters with full medical clearance.
- b) In accordance with Federal and State disability laws, if questions of fitness for duty are raised by the Town, the Town may require an employee to undergo a physical, psychiatric, and/or psychological examination by a licensed physician, psychiatrist, and/or psychologist of the Town's choice to determine continued fitness for duty. The Town agrees to pay for such examinations. The content of the medical information will be limited to the extent required by Federal and State law and will be treated as confidential and reviewed by Town officials only on a need-to-know basis and will be disclosable to the public only if permitted under Federal and State law.

- c) If an examination indicates that an employee is not physically or psychologically fit for duty, the employee, if eligible, will be placed on unpaid leave of absence in compliance with controlling federal and state disability law or will be subject to the light duty and/or workers' compensation (if job related) provisions of this Agreement. An employee placed on such leave may exhaust accrued sick leave, vacation leave and personal leave at his/her option. The Town reserves the right to administratively separate an employee from employment with the Town if not eligible for unpaid leave of absence if circumstances warrant such separation without violating Federal and State disability law.

**ARTICLE 21 - PERSONAL CLOTHING, CLOTHING ALLOWANCE,  
UNIFORM ALLOWANCE, AND TOWN PROVIDED EQUIPMENT**

- 21.1 Employees may utilize personal fire-fighting protective clothing as long as it meets the most current N.F.P.A. specifications. Personal protective clothing shall not be considered for reimbursement for loss or damage.
- 21.2 Each employee, upon appointment to a position in the department and each year following on July 1<sup>st</sup>, will be given an allowance of \$1,000 to purchase uniforms from the catalog of approved items. These include winter and summer apparel.
- 21.3 Upon severance from employment, the employee must return all Town owned property, equipment, or materials.
- 21.4 Upon submission of proof of purchase, the Town shall reimburse each employee for up to \$260.00 annually toward the purchase of OSHA approved safety shoes in compliance with Town standards as established by the Chief of the Fire Department. Such reimbursement will be made in the first accounts payable period following submission of proof of purchase.
- 21.5 The Town shall provide each employee with two (2) complete sets of protective clothing that meets N.F.P.A. standards. Protective clothing shall consist of a helmet with company shield, turnout coat, turnout pants, boots, hood, fire gloves and safety glasses. Each employee shall be issued one (1) set of foul weather gear, consisting of pants and coat for use at medical and non-fire emergencies and one alerting pager.
- 21.6 Personal clothing, watches up to \$100.00, eyeglasses, contact lenses, or any fire, rescue or medical related equipment damaged, lost or destroyed in the line of duty will be repaired or replaced by the Town, provided loss, destruction or damage is reported within forty-eight (48) hours of its occurrence to a chief officer or supervisor and is not in any way due to the employee's own negligence. All claims of lost personal property shall be subject to approval by the First Selectman or his/her designee. The Town reserves the right to reimburse the employee for such loss in lieu of repairing or replacing such items.

## ARTICLE 22 - CERTIFICATION/TRAINING

### 22.1 Mandated Certification.

As a condition of employment, all new and existing employees are required to successfully complete and maintain the following Fire Department mandated certificate programs as these programs may be modified to meet legal requirements:

- 1) State of Connecticut EMT - B or higher (including current medical control requirements);
- 2) State of Connecticut Fire fighter Level II (including current Hazmat ~~and Rescue~~ operational levels with annual refreshers required); and
- 3) State of Connecticut Commercial Driver's License, Class 'B' or 'A,' or State of Connecticut Non-commercial Driver's License Class D with "Q" endorsement.
- 4) Medical examination authorizing performance of all duties outlined in their job description, to include interior structural firefighting with SCBA
- 5) Eligible Acting Officers shall meet all requirements outlined in this agreement and the job description for Career Firefighter/EMT, have served two (2) or more years as a Career Firefighter/EMT with Colchester Fire & EMS, and hold certification as Fire Instructor 1.

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

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

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

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

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

22.6 All training shall be paid at the appropriate rate of pay in accordance with the terms of Section 7.1. Training time shall include travel time to and from the training facility. In the event the Town is experiencing financial crisis at the time an employee wishes to attend training in a discipline not required for employment, the employee may submit, in writing to the Fire Chief, a request for the department to sponsor their attendance and waive all compensation for said training. Upon approval, the employee would be permitted to attend the training with sponsorship and equipment provided by the department and would not be eligible for compensation or reimbursement of wages, mileage, or other expenses accrued during attendance of said training.

22.7 Driver/Operator Qualification Training.

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

22.8 Tuition, Books, Study Materials.

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

**ARTICLE 23 - 401(a) PLAN/  
SECTION 457 DEFERRED COMPENSATION PLAN**

23.1 Full-time employees are eligible to participate in a Section 401(a) Plan after completing his/her probationary period of employment with the Town. Plan details will be provided to each eligible employee. Effective July 1, 2021, the Town and the employee will each contribute seven percent (7%) of base pay only (not including overtime, longevity, etc.) beginning on the completion of the employee's probationary period. 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. Effective September 3, 2023, the Town and the employee contribution will increase to 9.0%.

Employees hired on or after July 1, 2012 shall receive 401(a) Plan benefits subject to a five (5) year vesting schedule. The Town's contribution to the 401(a) Plan of each bargaining unit employee 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%) |

- 23.2 Each employee shall have the option of contributing to the Town's Section 457 Plan in addition to the 401(a) plan described in Section 23.1 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 contributions to the 457 Plan.

#### **ARTICLE 24 - GENERAL PROVISIONS**

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

#### **ARTICLE 25 - UNION ACTIVITY**

- 25.1 The Union-designated steward and the aggrieved employee shall be granted leave from duty without loss of pay or benefits for all grievance meetings between the Town and the Union, arbitration hearings and hearings before the State Board of Labor Relations when such meetings take place at a time during which the Union-designated steward or the aggrieved employee is scheduled to be on duty.
- 25.2 A Union Staff Representative shall have reasonable access to the work site for purposes of conferring with the Employer, Union-designated steward, or employees, and for the purpose of administering this Agreement. Where the Union Staff Representative finds it necessary to enter the work site, he/she shall first advise the First Selectman or his/her designee. Such visits shall not unduly interfere with the operation of Town business.
- 25.3 Two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for purposes of negotiating the terms of the contract, when such meetings take place at a time during which the members are scheduled to be on duty.
- 25.4 The President, or member elected to attend Union labor conventions and educational conferences, shall be granted leave without pay except that said members may use personal leave provided that the President or elected member is scheduled on duty at the time of said labor convention or educational conference. All such leaves shall be requested at least one (1) week in advance and approved by the First Selectman or his/her designee.



## **ARTICLE 26 - COMPLETE AGREEMENT**

- 26.1 If any sentence, clause or phrase of this Agreement shall be held illegal or unenforceable by legislative or judicial authority, the affected sentence, clause or phrase shall be severed from the Agreement. The validity of the remaining sections and articles of this Agreement shall not be affected thereby. The parties agree to meet promptly to negotiate a substitute for any severed portion of this Agreement, if required.
- 26.2 All memoranda of understanding or agreement hereinafter entered into between the parties to this Agreement shall be incorporated and remain part of this Agreement. Only the following memoranda of understanding/agreement shall be continued during the duration of this Agreement:
- a) June 23, 2009 Side Letter of Agreement regarding drug testing for non-CDL personnel.

Otherwise, this Agreement supersedes any and all prior practices, courses of dealing and other previously agreed upon arrangements which are not expressly incorporated into this Agreement.

- 26.3 Insofar as any rule and regulation is in-direct conflict with an expressed and lawful provision of this Agreement, said rule or regulation is superseded and rendered void, and the applicable provision of this Agreement shall govern.

## **ARTICLE 27 - DURATION**

- 27.1 The Town and the Union agree that unless a particular provision is stated to be retroactive, this Agreement shall be effective as of the date of signing and shall remain in full force and effect until June 30, 2027. The Town and the Union agree that only those employees on the active payroll as of the date of signing shall be eligible for any retroactive wages or benefits.

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

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

## **ARTICLE 29 - PROMOTIONS**

- 29.1 All vacant positions which represent promotional opportunities within the bargaining unit which the Town intends to fill shall be posted internally for a period of not less than seven (7) calendar days.
- 29.2 Promotional examinations are to be conducted whenever a vacancy under Section 29.1 exists. The Town shall provide the Union with the job-related criteria for determining a promotion and the Union shall be given an opportunity to provide input and/or suggestions regarding such criteria prior to the Town finalizing it.

- 29.3 Promotions to fill vacancies shall be subject to a ninety (90) day qualifying period during which the employee must demonstrate to the Town that he/she is, in fact, qualified to perform the duties of the position. In the event that a promoted employee does not satisfactorily perform the duties of the position during the qualifying period, the employee shall be reinstated to his/her former job classification at the applicable rate of pay. In any case where the evaluative judgment of management is subject to arbitration, the arbitrator shall not substitute his/her judgment unless the Union can show that management acted arbitrarily or capriciously.
- 29.4 The Town shall have the unilateral and exclusive right to promote and/or remove a Lieutenant to/from the position of Deputy Chief and such decision by the Town shall not be grievable or otherwise subject to challenge under Article 5, Grievance Procedure. In the event of a removal from such a position the employee shall return to his/her prior job classification with credit for time served in the higher rank.

### **ARTICLE 30 - PERFORMANCE EVALUATIONS**

30.1 Annual Evaluation

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

30.2 Acknowledgement of Receipt

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

30.3 Union Input into Evaluation Process.

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

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

31.1 Employees of the bargaining unit shall be called back to duty for these circumstances:

- 1.) Reported structure fires in town
- 2.) Mutual aid of two (2) or more apparatus request to other towns\*
- 3.) 3<sup>rd</sup> tone ambulance calls

\*The purpose of a call back for mutual aid request is to ensure the Town of Colchester is covered for any incident that may happen.

31.2 The Fire Chief or any Chief Officer, in the absence of the Fire Chief, may call employees of the bargaining unit back to duty for standby during weather emergencies or pending weather emergencies, or any other emergency situation where the public safety could be compromised, as determined by the First Selectman or his/her designated representative. Career Officers may call employees of the bargaining unit back to duty with permission from the Fire Chief.

**ARTICLE 32 - JURY DUTY/COURT APPEARANCES**

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

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

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

This Agreement executed this        day of 10/10/2023 , 2023...

FOR THE TOWN OF COLCHESTER

FOR UPPFA, IAFF, Local #3831

DocuSigned by:  
Andreas Bisbikos  
C4D9E4A4C5DC402...  
Andreas Bisbikos  
First Selectman

DocuSigned by:  
Kyle Mosig  
E19EA7C69F364F5...  
Kyle Mosig  
Union President  
IAFF L-3831

DocuSigned by:  
Steve Hoffmann  
2B678AE09CD84E7...  
Steven Hoffmann  
Fire Chief  
Colchester Fire Department

DocuSigned by:  
Seth DeAngelis  
78E53C1F26F8472...  
Seth DeAngelis  
Union Steward  
IAFF L-3831

DocuSigned by:  
Michael Spoldi  
84D8439CF1D143A...  
Michael Spoldi  
UPPFA Representative

SIDE-LETTER OF AGREEMENT

between

THE TOWN OF COLCHESTER (The Town)

and

UPPPA, IAFF, Local #3831 (The Union)

Re: Drug Testing for Non-CDL Personnel

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

Agreed to and Approved by the undersigned.

FOR THE TOWN OF COLCHESTER

FOR UPPFA, IAFF, Local #3831

DocuSigned by:  
*Andreas Bisbikos*  
C4D9E4A4C5DC402...  
Andreas Bisbikos  
First Selectman

DocuSigned by:  
*Kyle Mosig*  
E10EA7C89F364F5...  
Kyle Mosig  
Union President  
IAFF L-3831

DocuSigned by:  
*Steve Hoffmann*  
2B678AE09CD94E7...  
Steven Hoffmann  
Fire Chief  
Colchester Fire Department

DocuSigned by:  
*Seth DeAngelis*  
7BE53C1F28F8472...  
Seth DeAngelis  
Union Steward  
IAFF L-3831

DocuSigned by:  
*Michael Spoldi*  
84D84390F1D143A...  
Michael Spoldi  
UPPPA Representative

APPENDIX A

**APPENDIX B  
Town of Colchester  
Colchester Fire Fighters  
Local 3831**

**Grievance Petition**

Grievance Number \_\_\_

Date Grievance Occurred: \_\_\_/\_\_\_/\_\_\_

Article(s) and/or Section(s) of Contract Violated: \_\_\_\_\_

Statement of Grievance and Facts Involved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy or Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Signature of Union President \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Date Submitted to Chief of Department at Step 1: \_\_\_/\_\_\_/\_\_\_  
Step 1 Answer: \_\_\_\_\_

Signature of Chief of Department \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

Date Submitted to First Selectman at Step 2: \_\_\_/\_\_\_/\_\_\_  
Step 2 Answer: \_\_\_\_\_

Signature of First Selectman \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**APPENDIX C**

**GARRITY RIGHTS**

I hereby acknowledge that I have been advised of my rights against self-incrimination and understand that because I am being compelled to answer all questions relating to my official duties pursuant to an internal investigation, the Town cannot use the information I share against me in future criminal proceedings. I also understand that because I have been given adequate immunity from self-incrimination, I must either answer the questions under oath about my job performance or suffer the loss of my employment.

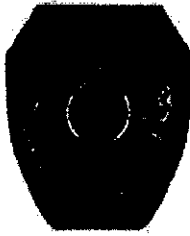
\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX D



# Colchester Fire & EMS

52 Old Hartford Road Colchester, CT 06415  
 Phone (860) 537-2512 Fax (860) 531-9393  
[fireadmin@colchester-ct.gov](mailto:fireadmin@colchester-ct.gov)

## PERFORMANCE APPRAISAL FORM

Name: \_\_\_\_\_ FF ID# \_\_\_\_\_ Position: \_\_\_\_\_  
 Date of Appointment to Present Position: \_\_\_\_\_ Appraisal Period: \_\_\_\_\_

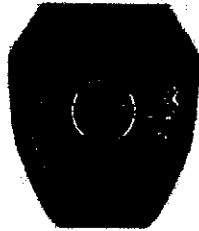
EO=EXCELLENT FS-FULLY SUCCESSFUL S-SATISFACTORY NI-NEEDS IMPROVEMENT U-UNSATISFACTORY  
 DA=DEVELOPMENT AREA

| Performance Factor               | Standard   | Comments | Rating | DA |
|----------------------------------|--|----------|--------|----|
| Quantity of Work                 | Individual consistently completes all assigned work. The volume of work completed is acceptable. Demonstrates initiative by actively looking for opportunities to contribute both within and outside of responsibility above and beyond normal job requirements.                         |          |        |    |
| Thoroughness /Accuracy           | Sets high standards and consistently achieves high quality results. Regardless of volume, work is accurate and complete. Is always concerned with getting the job done right.  |          |        |    |
| Job Knowledge                    | Knowledge in own area of responsibility is extensive. Has mastered all the tools and techniques required to perform effectively, without relying on others. Has demonstrated an understanding of related tasks.  |          |        |    |
| Ability to Learn New Duties      | Masters new routines and grasps explanations quickly. Is able to retain knowledge, and apply it on an on-going basis. Recognizes that change is constant and is comfortable working in such an environment. Demonstrates flexibility. Quickly adapts to necessary changes in operations. |          |        |    |
| Decisiveness                     | Analyzes problems thoroughly and within acceptable time limits. Draws logical conclusions, makes timely, practical suggestions/decisions and implements them.  |          |        |    |
| Self Direction/ Planning         | Personally well organized. Effectively organizes all work and makes good use of available time. Requires minimal direction from Supervisor.  |          |        |    |
| Cooperation Interpersonal Skills | Works well with others, keeps others informed as necessary. Communication is clear and concise; is considerate, listens. Deals effectively with conflict, maintains excellent relationship with other members.   |          |        |    |
| Dependability                    | Follows instructions and meets deadlines. Handles extra work when necessary. Can be counted on to do what is supposed to be done. Completes required work on time and accurately.  |          |        |    |

**OVERALL RATING:**

EXCELLENT     FULLY SUCCESSFUL     SATISFACTORY     NEEDS IMPROVEMENT     UNSATISFACTORY



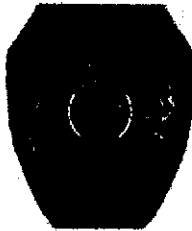


# Colchester Fire & EMS

62 Old Hartford Road Colchester, CT 06415  
Phone (860) 637-2612 Fax (860) 631-9995  
fireadmin@colchesterct.org

## ANNUAL DEVELOPMENT PLAN

| [Redacted Header] |  |  |  |  |  |  |
|-------------------|--|--|--|--|--|--|
| 1                 |  |  |  |  |  |  |
| 2                 |  |  |  |  |  |  |
| 3                 |  |  |  |  |  |  |
| 4                 |  |  |  |  |  |  |



# Colchester Fire & EMS

62 Old Hartford Road Colchester, CT 06415  
Phone (860) 637-2512 Fax (860) 631-9393  
firechief@colchesterct.gov

Personnel Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Chief Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Signature does not imply that the member agrees with this appraisal, but indicates that the appraisal has been discussed with the member

### SERVICE RATINGS:

- EXCELLENT:** Firefighter consistently performs above and beyond the expected requirements of the position; work is accurate and timely; little or no instruction is needed in the carrying out of assigned tasks.
- FULLY SUCCESSFUL:** Firefighter meets all job expectations and performs all duties in a timely manner; maintains a steady volume of work and has few if any errors or problems in the performance of duties.
- SATISFACTORY:** Firefighter meets minimum standards of the job.
- NEEDS IMPROVEMENT:** Firefighter needs to improve on quality and quantity of work performed; more attention to detail is needed; fewer errors should be made.
- UNSUCCESSFUL:** Firefighter cannot meet expectations and requirements of the position; errors are considerable and quantity and quality of work are poor.
- DEVELOPMENT AREA:** Firefighter should target this particular area for added emphasis throughout the next rating period. Training opportunities should be sought and the supervisor should spend time with the emphasis throughout the next rating period. Training opportunities should be sought and the supervisor should spend time with the member developing this area. If development is checked on the performance appraisal, this has no disciplinary reference or implications, and does not carry any weight in any disciplinary matter.

### Additionally the following Guidelines shall be met:

- Five (5) or more ratings of excellent, with no needs improve/unsatisfactory ratings will equal an overall excellent rating.
- Four (4) ratings of excellent with four (4) ratings of fully successful equal an overall fully successful rating.
- Two (2) or more ratings of needs improvement may equal a unsatisfactory rating.
- One (1) or more ratings of unsatisfactory in any area may equal an overall unsatisfactory rating.
- An overall rating of unsatisfactory may deny an annual stipend and/or Step Increase
- Two (2) or more consecutive ratings of overall unsatisfactory may be sufficient grounds disciplinary action

**APPENDIX E  
Wage/Step Schedule**

**Firefighters/EMTs**

| <b>Step</b> | <b>Months of Continuous Service</b> | <b>7/1/23</b> | <b>7/1/24</b> | <b>7/1/25</b> | <b>7/1/26</b> |
|-------------|-------------------------------------|---------------|---------------|---------------|---------------|
| 1           | 0-12 months                         | \$23.79       | \$24.50       | \$25.24       | \$26.00       |
| 2           | 13-36 months                        | \$25.56       | \$26.33       | \$27.12       | \$27.93       |
| 3           | 37-48 months                        | \$27.33       | \$28.15       | \$28.99       | \$29.86       |
| 4           | 49-60 months                        | \$29.09       | \$29.96       | \$30.86       | \$31.79       |
| 5           | 61-72 months                        | \$30.89       | \$31.82       | \$32.77       | \$33.75       |
| 6           | 72 months                           | \$33.59       | \$34.60       | \$35.64       | \$36.70       |
| 7           | 120 months                          | \$36.73       | \$37.83       | \$38.97       | \$40.14       |

**Lieutenant/Shift Supervisor**

| <b>Step</b> | <b>Months of Continuous Service In Position</b> | <b>Salary 7/1/23</b> | <b>Hourly 9/3/23</b> | <b>Hourly 7/1/24</b> | <b>Hourly 7/1/25</b> | <b>Hourly 7/1/26</b> |
|-------------|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1           | 0-12 months                                     | \$73,595             | \$37.00              | \$39.22              | \$40.40              | \$41.61              |
| 2           | 13-36 months                                    | \$75,789             | \$38.00              | \$40.22              | \$41.43              | \$42.67              |
| 3           | 37 months                                       | \$78,032             | \$39.00              | \$41.22              | \$42.46              | \$43.73              |

**Captain/ Shift Commander**

| <b>Step</b> | <b>Months of Continuous Service In Position</b> | <b>9/3/23</b> | <b>7/1/24</b> | <b>7/1/25</b> | <b>7/1/26</b> |
|-------------|---|---------------|---------------|---------------|---------------|
| 1           | 0-24 months                                     | \$38.00       | \$41.78       | \$43.03       | \$44.32       |
| 2           | 25 months                                       | \$39.00       | \$42.28       | \$44.58       | \$45.92       |

**Deputy Chief**

| <b>Salary 7/1/23</b> | <b>Salary 7/1/24</b> | <b>Salary 7/1/25</b> | <b>Salary 7/1/26</b> |
|----------------------|----------------------|----------------------|----------------------|
| \$86,958             | \$92,175             | \$94,941             | \$97,789             |

**APPENDIX F**  
Hours of Work and Work Schedule

| <b>24/7</b> |          |          |          |           |          |            |
|-------------|----------|----------|----------|-----------|----------|------------|
| <b>S</b>    | <b>M</b> | <b>T</b> | <b>W</b> | <b>Th</b> | <b>F</b> | <b>Sat</b> |
|             |          |          |          |           |          |            |

## FIRE MARSHAL MUTUAL AID SERVICES AGREEMENT

This Agreement is by and among the Town of Lebanon, a municipal corporation with an address of 579 Exeter Road, Lebanon, Connecticut 06249, the Town of Colchester ("Colchester"), a municipal corporation with an address of 127 Norwich Avenue, Colchester, Connecticut 06415, The Town of Bozrah ("Bozrah"), a municipal corporation with an address at 1 River Road, Bozrah, Connecticut 06334, The Town of Franklin ("Franklin"), a municipal corporation with an address of 7 Meetinghouse Hill Road, Franklin, Connecticut 06254, and The Town of Salem ("Salem"), a municipal corporation with an address of 270 Hartford Road, Salem, Connecticut 06420. Lebanon, Colchester, Bozrah, Franklin, and Salem are referred to herein collectively as the "Towns".

The Towns voluntarily enter into this Fire Marshal Mutual Aid Services Agreement pursuant to Connecticut General Statutes ("CGS") § 7-310 for the purpose of providing the opportunity to share authorized fire marshal staff and resources among the five towns for emergency responses.

The Board of Selectmen or, pursuant to municipal charter, the First Selectman of each municipality is the appointing authority pursuant to CGS §29-297 and may appoint deputy fire marshals as necessary. Each deputy fire marshal so appointed shall be sworn to his/her faithful performance of assigned duties by their respective Town Clerk and shall act under the direction and supervision of their local fire marshal, as provided in CGS §29-298(d).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Services. Any Town's First Selectman, as applicable, or its fire marshal or his/her designee may, pursuant to such authority and discretion as may be delegated to them from time to time by their respective Town's Board of Selectmen, request assistance from another Town for the performance of emergency fire marshal services. The providing Town's fire marshal or deputy fire marshals shall promptly notify the fire marshal of the requesting Town of their availability to perform the services requested. Only those individuals who have been duly appointed and sworn may provide the requested assistance. Such duties shall be performed under the direction and supervision of the requesting Town.

Term. The services provided hereunder shall commence on the date on which all parties have executed this Agreement and shall cease on January 1, 2028 (the "Initial Term") subject to earlier termination or extension as set forth herein. Six (6) months before the end of the Initial Term and any extension thereof, representatives from the Towns will meet to discuss the services being provided hereunder and whether there needs to be a change in contract terms and to enter into an extension agreement.

Fees. Unless the parties agree otherwise, there will no hourly rate charged for emergency responses. It is understood that a Town may independently pay the employing Town's fire marshal, deputy fire marshal, fire inspectors or fire investigators on an hourly basis as independent contractors to said Town.

No Employment Contract. This Agreement is for services provided by the respective Towns' fire marshal, deputy fire marshal or fire inspectors or fire investigators to another Town on an independent contractor basis. Nothing herein shall be construed as an employment contract nor shall the personnel of any Town be deemed employees of any other Town as a result of services provided hereunder. The employing Town shall indemnify and hold the requesting Town harmless for any liability for withholding taxes, FICA, FUTA, workers' compensation and the like, which

may be incurred or suffered by the employing Town as a result of this Agreement and shall maintain in full force and effect all applicable workers' compensation and other liability insurance coverages.

Termination. Notwithstanding the foregoing, any Town may withdraw from this Agreement without cause upon thirty (30) days' prior written notice to the other towns.

Liability/Indemnification. Each Town shall defend, indemnify and hold harmless to the fullest extent permitted by law the other participating Towns, their elected officials, officers, employees and agents from and against all claims or actions under law arising from this agreement alleging bodily injury, property damage, or any other losses, damages, claims, liabilities, and expenses of any kind and nature, including but not limited to settlements, judgments, penalties, attorneys' fees and costs, arising out of, or resulting from negligent acts, errors or omissions of the indemnifying Town, its elected officials, officers, employees and agents.

Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

Amendment. Any changes to the terms and conditions as outlined herein must be mutually agreed upon by and between the Parties and shall be incorporated in written amendments hereto, executed with the same formalities as this Agreement. No amendment or modification of this Agreement shall be effective until executed by the Parties.

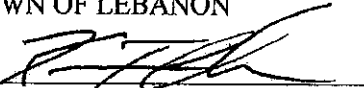
Governing Law/Venue/Waiver of Jury Trial. The laws of the State of Connecticut shall govern the formation, interpretation, and performance of this Agreement. No lawsuit pertaining to any matter under or growing out of this Agreement shall be instituted in any state other than Connecticut. The Parties agree that the venue for any legal proceeding in respect to this Agreement shall be Connecticut Superior Court, Judicial District of New London at New London.

THE TOWNS HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY OF CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND THE TOWNS HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND ANY TOWN MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE TOWNS' CONSENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. Except as prohibited by law, the Towns waive any right which they may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damage or any damages other than, or in addition to, actual damages. The Towns (a) certify that neither the Towns nor any representative, agent or attorney of the Town has represented, expressly or otherwise, that the Towns would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Agreement, the Towns are relying upon, among other things, the waivers and certifications contained in this section.

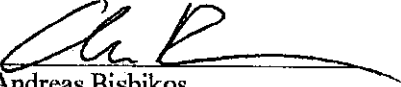
Notice. Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given shall be in writing, signed by the party giving such Notice and shall be hand delivered or sent, postage prepaid, to the parties at the addresses as set forth in this Agreement. Any party shall have the right to change the place to which such Notice shall be sent or delivered by similar notice sent in like manner to all other parties hereto.

Dated this 13 day of March 2023.

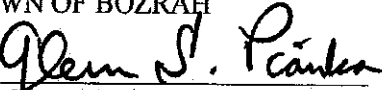
TOWN OF LEBANON

By   
Kevin Cwikla  
First Selectman

TOWN OF COLCHESTER

By   
Andreas Bisbikos  
First Selectman

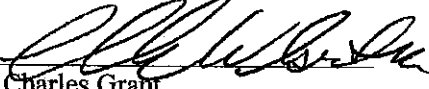
TOWN OF BOZRAH

By   
Glenn Pianka  
First Selectman

TOWN OF SALEM

By   
Ed Chmielewski  
First Selectman

TOWN OF FRANKLIN

By   
Charles Grant  
First Selectman

# MEMORANDUM OF UNDERSTANDING

## State of: Connecticut

This Memorandum of Understanding (this "MOU") is made and entered into on the 15<sup>th</sup> of November 2023 ("Effective Date") by and between:

The Town of Colchester ("First Party") and

Professional Firefighters Local 3831 ("Second Party")

Both known collectively as the "Parties".

## Background:

The First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the discrepancy regarding the dates for the HSA increase in the most recent contract and the ability for new hires to join the union prior to the 30-day waiting period expiring.

The First and Second Party desire to enter into an agreement between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

## Purpose & Scope

1. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that Parties have agreed upon, if applicable. The obligations of the Parties will end with the expiration of the 2024 contract.

## The Parties Obligations

2. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

## Responsibilities

3. The First Party shall undertake the following activities under this MOA:
  - a. Recognizes that the date in the newest contract is incorrect regarding the increase in HSA to 50% and was intended to represent the final quarter HSA payment of 2023. To this end, we will advise the payroll department to make the update to the impacted parties HSA contributions prior to this time.
4. The Second Party shall undertake the following activities under this MOA:
  - a. Recognizes that although the contract still states that new hires will only be eligible to join the union after a 30 day waiting period this agreement serves as a



cooperation between the parties to allow new hires to join the union as early as they wish and will make new hires aware of this agreement.

#### **Resources**

5. The Parties will endeavour to have final approval and secure any financing necessary to fulfil their individual financial contributions at the start of the Project.

#### **Communication strategy**

6. Marketing of the Project should always be consistent with the aims of the Project and only undertaken with the express written agreement of both Parties.
7. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.
8. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

#### **Dispute Resolution**

9. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be remedied according to the provisions outlined in the governing union contract.

#### **Governing Law**

10. This MOU shall be construed in accordance with the laws of the State of Connecticut.

#### **Assignment**

11. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

#### **Amendment**

12. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

#### **Termination**

13. This MOU may be terminated by mutual written agreement of the Parties upon 30 days' notice.
14. This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose & Scope" section. See attached Exhibit of timeline and list of objectives for the Project, if applicable.

#### **Prior Memorandum Superseded**

15. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

#### **Understanding**

16. By signing this MOU, both Parties of this MOU mutually agree and understand that:
  - a. Each Party will take finance and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
  - b. Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.

#### **Notices**

17. All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if:
  - a. Delivered by hand; or
  - b. Mailed by domestic registered or certified mail with prepaid postage, after 3 days of business days since the date postmarked.
18. Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that had not been returned to the sending Party.
19. All written notices so given will be deemed effective upon receipt.

#### **Severability**

20. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

#### **Authorization and Execution**

21. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.
22. The MOU shall be signed by:
  - a. Andreas Biskbikos
  - b. First Selectman of the Town of Colchester
  - c. Kyle Mosig
  - d. Union President

And shall be effective as of the date first written above.

SIGNATURES

  
Signature

Andreas Bisbikos  
Full Name

11/14/23

Town of Colchester  
First Party Printed Name

  
Signature

Kyle Mosig  
Full Name

Colchester IAFF #3831  
Second Party Printed Name