
TOWN COUNCIL MEETING

NOVEMBER 25, 2003

6:30 P.M.

AGENDA

Blessing – Rev. Dan Boisvert – Beacon House Full Gospel Church

1. Pledge of Allegiance and Roll Call
 2. Correspondence
 3. Consent Agenda
 - a. Consider and Approve Tax Refunds (#392 - 407) Totaling \$11,927.88 - Assistant to the Tax Collector
 - b. Approve and Accept the Minutes of the October 28, 2003 Town Council Meeting
 - c. Approve Adopting the Town Council Meeting Schedule for Calendar Year 2004
 - d. SET A PUBLIC HEARING for December 9, 2003 To Repeal Article II, "Private Sewage Disposal Systems" of Chapter 177, "Sewers", of the Code of the Town of Wallingford and Substitute a new Article II Entitled, "Private Sewage Disposal Systems" in its place – Law Department
 - e. Note for the Record Anniversary Increases Approved by the Mayor
 - f. Note for the Record a Mayoral Transfer for the Public Works Dept.
 - g. Consider and Approve Two (2) Merit Increases Approved by the Mayor
 - h. Consider and Approve a Resolution Authorizing the Mayor to Execute an Open Space Grant Agreement with the State of CT. for the Acquisition of Property Known as 12 Lake Street for the Quinnipiac River Linear Trail - State & Federal Program Administrator
-

-
- i. Consider and Approve a Transfer of Funds in the Amount of \$2,800 from Contingency – General Purpose Acct. #001-7060-800-3190 to Establish and Fund a new Capital Item Acct. #001-1110-999-9905-00 Entitled, “Computer Accessories” to Upgrade the Town Council Office Technology as Requested by Councilor Jim Vumbaco – Chairman Robert F. Parisi
 4. Items Removed from the Consent Agenda
 5. PUBLIC QUESTION AND ANSWER PERIOD
 6. Consider and Approve a Request for a Bid Waiver in the Amount of \$6,380 for the Purchase of Roller Shelving and a Record Desk from the Firm of Joseph J. Marotti, Inc. – Town Clerk
 7. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Leasing of Property – Mayor
 8. Executive Session Pursuant to Section 1-200(6)(E) of the CT. General Statutes For the Purpose of Discussing Strategies or Negotiations with Respect to Collective Bargaining Pertaining to Local 1326 Firefighters Contract Agreement – Personnel
 9. Consider and Approve IAFF Local 1326 Fire Fighter’s Contract For the Period of 7/1/03 – 6/30/06 – Personnel
 10. Consider and Approve a Transfer of Funds in the Amount of \$55,387 from Contingency – General Purpose Acct. #001-7060-800-3190 and \$71,569 from Contingency – Accrued Expenses Acct. #001-7060-800-3230 for a Total of \$126,956 to Various Accts. within the Personnel, Fire Marshal & Fire Department Budgets

TOWN COUNCIL MEETING

NOVEMBER 25, 2003

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, November 25, 2003 in the Robert Earley Auditorium of the Wallingford Town Hall and was called to Order by Chairman Robert F. Parisi at approximately 6:33 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Doherty, Farrell, Knight, Papale, Parisi, Rys, Toman & Vumbaco. Mayor William W. Dickinson, Jr. arrived at approximately 7:40 P.M. Assistant Town Attorney Gerald E. Farrell, Sr. and Comptroller Joseph Swetcky, Jr. were also in attendance.

A blessing was bestowed upon the Council by Rev. Dan Boisvert , Beacon House Church, Wallingford, CT.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Correspondence – No items were presented to be read into the record.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#392 - 407) Totaling \$11,927.88 - Assistant to the Tax Collector

ITEM #3b Approve and Accept the Minutes of the October 28, 2003 Town Council Meeting

ITEM #3c Approve Adopting the Town Council Meeting Schedule for Calendar Year 2004 (Appendix I)

ITEM #3d SET A PUBLIC HEARING for December 9, 2003 To Repeal Article II, "Private Sewage Disposal Systems" of Chapter 177, "Sewers", of the Code of the Town of Wallingford and Substitute a new Article II Entitled, "Private Sewage Disposal Systems" in its place – Law Department

ITEM #3e Note for the Record Anniversary Increases Approved by the Mayor

ITEM #3f Note for the Record a Mayoral Transfer for the Public Works Dept.

ITEM #3g Consider and Approve Two (2) Merit Increases Approved by the Mayor

ITEM #3h Consider and Approve a Resolution Authorizing the Mayor to Execute an Open Space Grant Agreement with the State of CT. for the Acquisition of Property Known as 12 Lake Street for the Quinnipiac River Linear Trail State & Federal Program Administrator

ITEM #3i Consider and Approve a Transfer of Funds in the Amount of \$2,800 from Contingency – General Purpose Acct. #001-7060-800-3190 to Establish and Fund a new Capital Item Acct. #001-1110-999-9905-00 Entitled, “Computer Accessories” to Upgrade the Town Council Office Technology as Requested by Councilor Jim Vumbaco – Chairman Robert F. Parisi

Motion was made by Mr. Knight to Approve Consent Agenda Items 3a-h, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

ITEM #4 Items Removed from the Consent Agenda

ITEM #3i Consider and Approve a Transfer of Funds in the Amount of \$2,800 from Contingency – General Purpose Acct. #001-7060-800-3190 to Establish and Fund a new Capital Item Acct. #001-1110-999-9905-00 Entitled, “Computer Accessories” to Upgrade the Town Council Office Technology as Requested by Councilor Jim Vumbaco – Chairman Robert F. Parisi

Mr. Brodinsky stated, I had Item #3i removed so that we could discuss getting internet access for new Councilor Mike Spiteri but I am convinced that we can do that without a vote and without amending this motion and it can be done by the Wallingford Town Council Office and the Chairman in the new year. I really don't have much to add to this and since a motion hasn't been made, I move the motion as presented.

Motion was made by Mr. Brodinsky to Approve the Transfer, seconded by Mr. Vumbaco.

Chairman Parisi asked, does this transfer cover all that was requested? We got a late communication today, maybe everyone didn't get it, I don't know. There was an additional \$150 for additional equipment.

Town Council Secretary, Kathryn Zandri explained, everyone should have additional information for Item #3i in front of them. The transfer amount is for \$2,800. The computer and equipment cost is \$2,665. That leaves a surplus of \$134.40. The e-mail component is what you have received information on from Chris Lucht. It will cost \$156 to equip the office for e-mail. That results in a \$21.60 shortage which we can easily absorb in our office supply line item. There will be a DSL charge of \$36.95 per month with SNET and I feel that we can start absorbing that and as we get closer to the end of the year...we have enough in our office supply (line item) to transfer as we get closer to the

end of the year, into the telephone (line item) and cover it. There will be no additional dollars expended over and above what has been budgeted for the Town Council for the remainder of the fiscal year.

Chairman Parisi asked, you are saying that there won't be additional money over the \$2,800 spent?

Mrs. Zandri replied, I am saying that there won't be additional monies spent over what is currently budgeted in the entire Council budget in the office.

Chairman Parisi asked if the discussion can be put off until the Mayor comes and let him have his say on it also?

Mr. Brodinsky asked, I guess you have reason to believe that the Mayor has some objection?

Chairman Parisi answered, I am not saying any objection. I am saying that he may have some input. I think he should have the opportunity for that input. I am not going to say how it is going to come out or anything.

Mr. Brodinsky replied, I guess you know something that I don't know. I have no objections.

Chairman Parisi replied, I don't know anything. I do know that he asked me if I would hold off discussion until he got here. I just remembered it; before, I would have said it in the beginning.

Mr. Brodinsky replied, that's fine with me.

Chairman Parisi added, if no one has a problem we can do that. If we do have a problem, we will have to vote to table it. I would hope that we can wait. We will hold that item until the Mayor comes and go on to our Public Question and Answer Period.

PUBLIC QUESTION AND ANSWER PERIOD

Terry Frizzel, 18 Gregory Road, Pastor of Wallingford Church of the Nazarene. Mr. Frizzel stated, I am standing here with a question on behalf of residents of Ridgeland Road. Is Item #7 pursuant to the action of the Wallingford Housing Authority? The executive session?

Chairman Parisi answered, we really don't ever know what those items are until the executive session actually occurs. I would say that I doubt very much if that pertains to that situation.

Mr. Frizzel stated, I am sure you have received a lot of questions, perhaps by phone or mail just wondering what's the status of that situation? I know the sale is final but, what is the story with the residents there? I am concerned because I have had parishioners there; I have friends there now. How was this allowed to happen? What place does the Town Council have in the final....

Chairman Parisi replied, we have no place in that.

Mr. Frizzel asked, why is that?

Chairman Parisi answered, it is just the way the structure is. The Housing Authority is appointed by the Town Council but it is overseen by the State of CT. and it operates as a separate entity. My understanding at this point is, if they choose to sell some of their assets as they did, they are allowed to.

Mr. Frizzel asked, is there concern from the Town Council for the action that was taken, especially just looking at it from a business perspective, the property was valued at much more than \$1.2 million. Was it even appraised?

Chairman Parisi answered, I can't comment on that because we were not privy to; at least I wasn't to their actions.

Mr. Frizzel asked, is there any need in the future for the Town Council to be involved in such activities by a Charter change?

Chairman Parisi replied, the Council has no jurisdiction there other than the appointment of (Housing Authority) Commissioners.

Mr. Frizzel stated, I don't even live there and I am livid about what happened. I have two pages worth of questions that I don't have the answer for and I am just wondering how to get my questions answered.

Chairman Parisi replied, those questions would probably be better directed at the Housing Authority at one of their meetings.

Mr. Frizzel asked, and their schedule is on the website?

Chairman Parisi answered, I don't know but you can certainly call their office during the day and I am sure they would be happy to tell you when the next scheduled meeting would be. If they don't want to, I am sure our Council office would be happy to find out when their scheduled meeting is.

Mr. Frizzel answered, I know your hands are tied in that regard. It is just that I wanted to voice that I am upset with the way that things were handled and if this Council oversees

the properties and the works of the departments of this town, then why is not the Town Council involved when such properties are purchased? Indeed, they are involved when such properties are purchased, Simpson School; Wooding/Caplan.

Chairman Parisi answered, but that isn't Town property. It belongs to the State. It is under the jurisdiction of the Housing Authority.

Mr. Frizzel asked, then I need to call the Governor? I'm just joking. I won't take any more time.

Chairman Parisi replied, I don't have a problem with that. I think you would probably get a more direct answer at the Housing Authority.

Philip Wright, Sr., 160 Cedar Street stated, I have noticed that every time I come in the front door here, the sidewalks are a mess. It seems to me that with the tax increase we recently had, we ought to be able to at least provide adequate, acceptable sidewalks at the entrance. It is a mess. The sidewalk is all chewed up. I don't know if someone has been throwing salt out there over the years or what?

Chairman Parisi stated, I know they conduct outdoor functions out there and I don't know if that has any effect on it or not.

Mr. Wright answered, regardless, it is not acceptable. It is like the shoemaker's kid going barefoot. We certainly can afford to have decent sidewalks coming into here.

Chairman Parisi agreed.

Pasquale Melillo, 15 Haller Place, Yalesville asked if the Town's transmission lines have been checked in preparation of the coming winter?

Chairman Parisi stated that he imagines they are checked all the time.

Mr. Melillo referred to the most recent massive blackout that was caused by tree limbs snapping the wires. The whole town should be checked out thoroughly.

Chairman Parisi stated, I am told that we do have an ongoing program of checking and maintaining lines.

Mr. Melillo asked, how do we stand with our energy supplies? Is the contract going to be up soon so that we can have the opportunity of sending out our energy needs to bid?

Chairman Parisi answered, It will be coming up. It is fairly soon. I can't tell you exactly how soon, but it is within the next two years.

Mr. Melillo asked, is it true that when you are holding executive session, you cannot vote while doing so? It is illegal?

Chairman Parisi replied, the vote has to be taken in public. No, we don't vote (in executive session).

Jack Agosta, 505 Church Street, Yalesville asked, will the December 23rd Town Council meeting still be held?

Chairman Parisi replied, no, it is too close to Christmas. Normally, we have had one meeting in December. Hopefully, that will maybe carry forward, you never know.

Mr. Melillo stated, I will solve your budget crises right now; all we have to do know is charge all of these squirrels, rabbits, cats that come onto our property at different times their fair share of property taxes.

Public and Answer Period was closed at this time.

WAIVER OF RULE V Motion was made by Mr. Knight to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Taking a Vote on an Item that was Discussed on the October 28th Council Meeting, seconded by Ms. Doherty.

VOTE TO WAIVE RULE V: Farrell & Papale abstained, all others, aye; motion duly carried.

Mr. Farrell has represented the business in matters pertaining to the law and Ms. Papale is an employee of the restaurant, Brothers II.

Motion was made by Mr. Knight to Approve an Agreement Between the Town and Dematteo for the Conveyance of Town Property Abutting Brother's Restaurant and the Granting of a License for Use of Town's Airspace as Outlined in Said Agreement and to Authorize Mayor to Execute all Necessary Documents to Complete the Transactions, seconded by Ms. Doherty (Appendix II).

Chairman Parisi explained, when Kathy (Zandri, Town Council Secretary) was away at the October 28th meeting, we thought that we did have a motion and when she was reviewing the tapes, it occurred to her that there was no motion made. Therefore the intent of that meeting, obviously, was what it was, because seven of us voted in favor. So to correct the action, we have to introduce this and vote again on it.

VOTE: Farrell & Papale abstained; all ayes; motion duly carried.

ITEM #6 Consider and Approve a Request for a Bid Waiver in the Amount of \$6,380 for the Purchase of Roller Shelving and a Record Desk from the Firm of Joseph J. Marotti, Inc. – Town Clerk

Motion was made by Mr. Knight, seconded by Mr. Farrell.

Correspondence from Town Clerk Rosemary A. Rascati explains that she did not go out to bid because she didn't feel it necessary to do so. These are two separate items being purchased and two separate accounts they are being purchased from and neither item was over the bid limit of \$4,000. The Mayor allowed \$3,700 for a record desk at budget time and the money was in an account so marked. The shelving Ms. Rascati is ordering from is the same vendor ordered from in the past, since he has been lower in price than two other vendors, Adkins & Cott, and it matches the existing shelving. The shelving and record desk are in place and being used. The bid waiver is requested to facilitate the paying of the invoice.

Chairman Parisi stated, I, personally, understand how this could happen but it is confusing. It would be very easy to consider the two figures under the bidding limit and to purchase them on that basis. I, quite frankly, feel that is exactly what happened. I am sure at the time it was done that the Town Clerk thought that she was within her budgetary and legal rights to do what she did and she certainly has been exemplary in her expenditures for the last eight years. I don't consider it a big deal, quite frankly. It was not anything that was done on purpose.

Mr. Vumbaco asked, how come we are asking for the bid waiver then, if you had it in your budget and there are two separate line items? Did someone come back to you and say that they were not going to pay the bill because she didn't get a bid?

Ms. Rascati answered, I tried to argue with Bob Pedersen (Purchasing Agent) but he said that because it was the same vendor.

Mr. Vumbaco asked, but you could have gone out and ordered on two separate purchase orders two months apart and it wouldn't have been a problem?

Ms. Rascati answered, if he (vendor) had billed me on two separate bills instead of all on one, I wouldn't be here.

Pasquale Melillo, 15 Haller Place, Yalesville, sanctioned this waiver of bid due to its unique and difficult situation.

VOTE: All ayes; motion duly carried.

Mayor Dickinson arrived at the meeting at this time.

ITEM #8 Executive Session Pursuant to Section 1-200(6)(E) of the CT. General Statutes For the Purpose of Discussing Strategies or Negotiations with Respect to Collective Bargaining Pertaining to Local 1326 Firefighters Contract Agreement – Personnel

Motion was made by Mr. Knight to Enter Into Executive Session, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council entered into executive session (no time recorded).

Present in executive session were all Councilors, Atty. Farrell, Sr., Personnel Director Terence Sullivan, Asst. Personnel Director James Hutt, Fire Chief Peter Struble, and Fire Marshal Joseph Micalizzi

Motion was made by Mr. Knight to Exit the Executive Session, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council exited executive session at this time (no time recorded).

ITEM #9 Consider and Approve IAFF Local 1326 Fire Fighter's Contract For the Period of 7/1/03 – 6/30/06 – Personnel (Appendix III)

Motion was made by Mr. Knight, seconded by Mr. Farrell.

Terence Sullivan, Personnel Director explained that it is a three year contract which addresses wages and working conditions. The contract gives a 3.25% cost of living adjustment or general wage increase for each year. There are other costs in the contract but there are also some savings in insurance.

Mr. Brodinsky asked, when did negotiations begin?

Mr. Sullivan answered, we started negotiations on January 2nd of this year.

VOTE: All ayes; motion duly carried.

ITEM #10 Consider and Approve a Transfer of Funds in the Amount of \$55,387 from Contingency – General Purpose Acct. #001-7060-800-3190 and \$71,569 from Contingency – Accrued Expenses Acct. #001-7060-800- 3230 for a Total of \$126,956 to Various Accts. within the Personnel, Fire Marshal & Fire Department Budgets

Motion was made by Mr. Knight, seconded by Mr. Farrell.

Mr. Sullivan explained how the transfer amounts reflect the actual line items that the money is needed for to fund the contract the Council just approved.

Mr. Vumbaco asked, I know the accrued expenses is usually generated at the beginning of the budget season to accommodate the estimates that you think will be needed for the contracts. Why there is an additional fifty-five? Is that unforeseen during the contract process?

Mr. Sullivan answered, yes, the accrued expense account is the account that, among other things would have the money we anticipate for settlements or arbitration awards. The \$71,569 is the balance in that account. Since we need \$126,000 total, the rest comes from general government.

Mr. Vumbaco replied, I understand that but usually it is pretty much on the money at the beginning of the budget season. The accrued expense account usually covers what you anticipate the settlements are going to be and I am curious why you came up short by \$55,000?

Mr. Sullivan answered, the short answer is, in the 8 years that I have been here, we have never been off. I think with the four year contract for the police with retro actives that were compounding and some other things we did in that wage schedule, by eliminating a step, to move people up the scale quicker, for all the reasons we talked about back in September; that was unanticipated at the time which goes back as far as 2000 when we started funding these things annually. We are off mostly because of the police contract.

Mr. Brodinsky stated, I see the effective date of the contract is July 1, 2003. Does that mean that the fire fighters will be getting a check representing a raise from that date to roughly the current time? And when would they be getting that check?

Mr. Sullivan answered, yes to Mr. Brodinsky's first question. It generally takes between three and five weeks. I think what happens in the Finance Office is, they will take the payroll vouchers and get them current right away to the current rate, the 3.25%. They will do that in one week and then in a subsequent week, they will calculate the differences from July 1st to the date they got the new check. It is sent in two installments and generally takes 3,4,5 weeks to get that all done.

Mr. Brodinsky asked, are we talking before Christmas?

Mr. Sullivan answered, I hope so. I don't see why not, but I don't work in that department and if the payroll clerk were here, maybe she could comment. She is pretty busy right now, we are finishing up the (Local) 1183 transfers for 135 employees. We just finished the police so she is....she is pretty good. I am sure the department will try as hard as they can to get it done.

VOTE: All ayes; motion duly carried.

ITEM #3i Consider and Approve a Transfer of Funds in the Amount of \$2,800 from Contingency – General Purpose Acct. #001-7060-800-3190 to Establish and Fund a new Capital Item Acct. #001-1110-999-9905-00 Entitled, “Computer Accessories” to Upgrade the Town Council Office Technology as Requested by Councilor Jim Vumbaco – Chairman Robert F. Parisi

Mr. Brodinsky stated that there was a motion made by himself to Approve the Transfer, which was seconded by Mr. Vumbaco.

Mayor Dickinson stated, I think there was some interest in expanding this to include e-mail. At the current funding it doesn't include e-mail.

Mr. Brodinsky replied, the comment that I made, Mayor, when you were engaged in another appointment was that I wasn't going to amend the motion as presented on the agenda. The Council could accomplish internet access for Councilor Mike Spiteri through the Wallingford Town Council Office and through the efforts of the Chairman of the Wallingford Town Council and that no further action or motion was needed. I moved the motion as drafted.

Mayor Dickinson answered, just let me; it would require an additional; there are three pieces of software as outlined by Chris Lucht in a memo. One is \$60. for a DSL router; one is Cybersitter, \$46; and one is AntiVirus Version 7, \$50. The DSL line itself will cost \$36 per month which is between \$400 and \$500 additional per year. The other expenses are what would be required for any internet access by the Town. They are to ensure that we properly monitor how internet is used and they are in conformance with our computer use policy which corresponds with all classified positions. There is a computer use policy that is signed by every employee and there's the necessity to see that all equipment used by the Town is used in a proper manner. The software would allow only access to sites that are programmed, pre-selected and authorized. It is similar to software being used by the utilities as well as the Fire Department. I think it is incumbent upon us to make sure that whatever is purchased by the Town is used and complies with the policies that look to avoid problems. Clearly if there is significant interest in e-mail, that can be achieved, however, obviously it is a higher cost, a higher operational cost for government and will not be uniformly available to all council people because, as I understand it, not all of you utilize e-mail. This would be something that could be utilized. The question is, how essential is it? Not everyone can use it. It does increase operational cost. If we are to go that direction, we need these three other expenditures to be made because the access to the internet could not be allowed without those expenditures and the placement of these components on the p.c. in question.

Mr. Farrell stated, the question went to what you said and I forget the specific phrasing of the question that comes to my mind is, Mr. Spiteri, we are trying to address his issues, but

in terms of other councilors who will be sitting that if we also wish items e-mailed to us, if the Council decides to go the route of e-mail, there is no prohibition on that.

Mayor Dickinson replied, no, there would not be a prohibition. My point on that is, we are obviously spending more money and not all council people will have the benefit of e-mail so it becomes an additional expense on top of all of the other ways we use to communicate. We will still be communicating by mail, by phone, by fax; we add another expenditure and if Mr. Spiteri needs this, that's fine. As I understood it from Mr. Lucht, he spoke with Mr. Spiteri and often the volume and quantity of material that must be e-mailed is more than what e-mail will handle. That is why the scanner, CD burner, the other approach was approved in order to make sure that the volume and quantity of material could be handled, that is, as I am informed the way the Board of Education generally dealt with getting Mr. Spiteri information. Chris Lucht spoke with Mr. Spiteri and the issue of e-mail did not come up in those conversations. Again, if there is a desire to do this, it can be done but it is an additional expense, it can't be used by everyone and we do need these other elements to be purchased.

Mr. Farrell asked, if we went that route and I were to direct Mrs. Zandri to send mine by e-mail, there's no reason that cannot happen?

Mayor Dickinson answered, oh no, no. Anyone who would want that, could receive it.

Mr. Farrell answered, I would want it that way.

Mr. Brodinsky stated, the additional cost that the Mayor talks about \$156. for the router, the filter and the antivirus material, the software. We are talking about \$156. The transfer amount is enough to cover the \$156 that's needed and there will be a charge of \$36.95 per month for the DSL. The use of the internet is beyond the scope of the motion and I think that would be a matter of the policy of the Town Council. But we don't have to debate that tonight, that's not part of the motion. The motion is to get the equipment, get the software and the intent of it, from my sense, is to get hooked up to the internet so Mr. Spiteri can start receiving e-mail forthwith.

Mayor Dickinson stated, I do think it is important that everyone understand, no piece of equipment that is used by a member of classified service can be without these items.

Mr. Brodinsky replied, that's right. That's why it is included, that's the \$156. It is contemplated that those will be purchased; \$156 will be spent; it will be handled by the Town Council. I don't see a problem.

Mayor Dickinson replied, you indicated that the policy was one that was just the Council's and that's what I am concerned about because the policy is one that it goes with classified service and the use of the internet must comply with the policies associated with classified service.

Mr. Brodinsky answered, Mayor, I wasn't trying to argue with you. I was saying that the policy is beyond the scope of this motion, that's all I was saying. We are not voting on a policy tonight. We are voting on hardware and software, that's all I was saying. It was also my opinion that it will be used is up to the Wallingford Town Council. We can debate that until the cows come home, but that's not necessary for the motion. That's just my opinion.

Mayor Dickinson replied, but I think it is important for everyone to understand that that policy, really is not debatable. That is a classified service issue and the classified service is an administrative issue. So that issue is not debatable. I just don't want people walking away that there can be a separate policy for this position versus any other. That cannot happen.

Chairman Parisi asked, we would still have what we are buying though, e-mail?

Mayor Dickinson replied, right. The only question is, what sites can be visited once you have the internet up and running and the sites would have to be pre-authorized and approved as legitimate town-business sites. Without that approval, they would be screened out by the software. It is similar to software being used at the utilities and the Fire Department. The other direction is, as a general rule, the internet issue is one of significant concern to human resources offices in most local and I assume state government where the use occurs. Increasing numbers of complaints, issues, etc., surround the uses/abuses, etc. regarding the internet. We have a policy to avoid that. It is not identified with any single position, it is a uniform policy. I would like to avoid situations before they occur. This would be part of that overall policy. That's all I want to point out. Any site to be visited must be pre-selected as one necessary for Town business.

Chairman Parisi asked, and who would select that site?

Mayor Dickinson answered, certainly the Council would be involved, but administratively, that has to be approved.

Mr. Rys asked, with the internet, there will be an e-mail address to the Council, is this going to be able to be used by the general public in contacting the Council office?

Mayor Dickinson answered, if you would so desire, that could happen. Obviously, that will open up a lot of avenue for spam and other issues associated with the internet. We could look into that as whether that is something you want to encourage.

Mr. Rys asked, right now there is an e-mail site at Mr. Roe's office, correct?

Mayor Dickinson answered, Economic Development has a site, however....

Mr. Rys asked, but if I want to contact Don Roe, I am able to do that from my computer right now into his office with no problem?

Mayor Dickinson answered, if you had the address.

Mr. Rys asked, so if I had the address of the Council office and I have questions or I want something looked up I can do that?

Mayor Dickinson answered, right. For you to do that, that's one thing. If you are talking about the general public being able to do it, that's another question.

Mr. Rys stated, I will be the general public next year.

Mayor Dickinson replied, I thought you were speaking as a councilman.

Mr. Rys answered, no. I am just saying, if I have a question about something, am I going to have that access?

Mayor Dickinson answered, that is something you should discuss because there are certainly issues surrounding a general address that allows access from anyone. A lot of it becomes operational cost issues and I point to the CNN study that indicated that there are significant costs with just deleting spam, with the constant issue over the advertising that is unauthorized, no one wants, but you can't keep it out. I am just alerting everyone to what I think are some significant issues and costs surrounding internet access.

Mr. Knight stated, I thought this evening we were going to discuss the advisability of getting internet access. There was an article in the paper earlier and I had some comments to the effect that I use it all day long; a lot of people do. The nature of my business, all my clients are nationwide and email has become a terrific tool. I also see it as an advantage for Mike Spiteri specifically that perhaps he might be able to avoid fooling around with some of these CDs that are going to have to be created. I think that there's a certain sentiment on this side of the aisle that there is a good reason for having email. I think what the Mayor is saying is well taken, that it does need to be controlled. I know that I have someone in my office that I jokingly say is the poster child for internet abuse at work; it happens to be my wife. I can't control it as well as I would like to, but the kind of software that the Mayor is insisting on having installed should preclude that temptation and I think that the motion should pass and we will have the funds available to equip this office with email service.

Mayor Dickinson stated, there's another thing that I neglected to say. There's another component as well and that is the retention of all emails. Under F.O.I., most, if not all of it becomes a government record. Our policy is that it all must be retained unless decided by a supervisor at some point that messages are not a government record. That is another feature. It just can't be deleted. There needs to be a retained record and an ability to

recover what ever is requested should a request come in from the public or some other part as to the nature of what the communication was. We just had an issue with that regarding emails in the Board of Education. The FOI (commission) ruled on it. That's another feature. Nothing can just be deleted. We need to keep ready access for copy should it be requested.

Mr. Toman stated, I think we should support this. I think that future Councils should do their utmost to create email access to the Councilors. We have a rapidly growing town here; it is a city; and we are all elected at-large. We don't represent specific districts. It might be easier for people like Councilor Papale and Parisi who have grown up in this town and have been Councilors for a quarter of a century, not to need email, but that's not always going to be, unfortunately. I think that as the Council changes and new people come on board and it should remain an at-large system, you really should have email access because then, perhaps you can justify remaining an at-large system and represent the people with the greatest potential because they can get in touch with you through email, you can make copies of what they say, it is not just a left message on the phone. I think future Councils should do their utmost to include email as one of the major accesses to the Council.

Mr. Vumbaco stated, I am the one who kind of requested this to get this started and I am obviously in favor of it and just to ease the concerns of the public or Mayor, we have 4,000 email addresses at my government that I work for and there isn't one ounce of spam that comes through because of the software that is available to block spam. This \$156 is going to be dollars well-spent. If you read the memo from Mr. Lucht when he talks about it, one of these software pieces is exactly that, to block spam. As far as being concerned in the future of someone tying in and getting spam and all that stuff, I don't think there is a big issue with this. We should just put it to bed and let's go forward. We should be able to allow Mike (Spiteri) to serve the community to the best of his ability and not have to be worried about inserting disks and whatever. I don't think this was intended to get everything to Mike either. I think it is the issues of last minute items and agenda pieces and all that that you can just email to Mike instead of having to worry about writing it off on a disk and having it hand-delivered by the police and then he has to have someone help him install it and look at it, etc. I think it is well worth it and it is bringing us into the 19th century anyway.

(Laughter)

Chairman Parisi stated, I want to clarify something, Jim. You were working on the information and I was, too. I didn't want you to think I took the liberty on your work but we were both going at it different ways. I agree with what you said and I guess it is just time that we go forward.

Jack Agosta, 505 Church Street, Yalesville stated that he was in favor of what the Council was going to do. You're talking about money, Kathy (Town Council secretary) sends out, at least to my house and costs \$.37 postage (an agenda each meeting). If she could email

these out to everyone she has (on the agenda list) who has an email (address) there's money you would save right there. I don't think we should have to contact Kathy. If we had email it would be fine. I think there's money to be saved right here in policy. Let me tell you what happened this afternoon with email. I wanted some information from a very small town in the State of Connecticut. It is a very small town; very small government called East Haddam. I punched in some email to them and it was within five minutes I got the answer back from the Town Clerk's Office; not even five minutes. I think it would be help to her (Kathy) and everybody who has email at their home. I think it will help Rosemary (Rascati, Town Clerk) as well.

Chairman Parisi asked, we do purge that list every three years or so. We try to purge it to keep it as current as possible. I agree with you. I am just saying that we do have to remember that the world isn't totally wrapped into email yet. There are still a lot of people that don't have it and there are a lot of people that don't have computers. This is not a Mike Spiteri issue. He is entitled to this as an elected official. That isn't a debate at all. It is really a debate of moving forward into the what ever century you want to refer to; the computer age. That's the discussion we are ready to go forward.

Mr. Agosta stated, the charge per month can be absorbed by saving the postage.

Chairman Parisi replied, we will still be mailing agendas out. If people are kind enough to give her (Kathy) their email address, then fine, we wouldn't have to mail it. That'll probably happen.

Pasquale Melillo, 15 Haller Place, Yalesville stated, before we had computers the whole Town worked manually. We weren't concerned about computers breaking down, viruses, hackers, etc. and government functioned beautifully. Now the computers come along, they malfunction, break down, hackers hack in, spam; what do you have? I know there are different areas in life where computers come in handy, don't get me wrong. We have to have them, I understand. The point is, for our situation here, I think we should go back, like you said, comparable in some ways to the stone age.

Chairman Parisi stated, I don't know that that's necessary to get into that.

Mr. Melillo stated, once we went into this ball park before. The Mayor was very concerned about joining the internet and hackers invading our system and stealing our identities and money from us because you do have about 750,000 identities stolen every year. We never had crime like that in the stone age with no computers. How does the average citizen in Wallingford going to be protected to make sure no hacker is going to get into our private personal data.

Chairman Parisi replied, they won't because what you are concerned about is not available through the internet. If anything, they will steal stuff from the Council files. I don't know that that's anything. That is all pretty much available under F.O.I. You can go to bed

tonight being assured that your financial status and everything else is very safe. I'll guarantee it. I don't guarantee much. Jim Vumbaco guaranteed me that we are safe, so I don't have a problem.

Philip Wright, Sr., 160 Cedar Street stated, by the sound of the comments that have been made, I am about to shout alleluia.

Robert Sheehan, 11 Cooper Avenue stated, I am very surprised at the turn around that everybody wants email now, with the exception of the one who stayed true to color, the Mayor. All I heard out of the Mayor all night was about email. I guess there are no good points. I guess I am wrong there because I see nine people who believe there are. And to worry about the way technology is today that everybody is going to abuse it, everybody is going to be able to "crack the code", I've said this before on a number of occasions; I don't know what it is that the secrets of the free world are kept in this building. One of the complaints against government is that a lot is done behind closed doors; you never know what is going on; they never tell you anything. Any system that opens the door, even that much more is a benefit to every citizen of every town in this country. You get your email and welcome to the 21st century.

Chairman Parisi responded, just remember, I don't want to give any misconceptions, all that information is available to anybody that wants it and it was available before email and it will be available long after. Let's not push the envelope a little too far, here. This is a momentous occasion, let's have a roll call vote.

VOTE: All ayes; motion duly carried.

ITEM #7 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes Pertaining to the Purchase, Sale and/or Leasing of Property – Mayor

Motion was made by Mr. Knight to Enter Into Executive Session, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council entered into executive session at 7:58 P.M.

Present in executive session were all Councilors, Mayor Dickinson and Attorney Farrell, Sr.

At 8:15 P.M. both Gerald Farrell, Sr. and Jr. left the executive session.

Motion was made by Mr. Knight to Exit the Executive Session, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The Council exited the executive session at 8:26 P.M.

Council member Farrell asked that the record reflect that of the two items that were discussed in executive session, that he only participated in the first one. He left the room when the second issue came up.

Motion was made by Mr. Knight to Adjourn the Meeting, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

Chairman Parisi stated, the Council wishes everyone a very happy and pleasant holiday.

There being no further business, the meeting adjourned at 8:28 P.M.

Meeting recorded and transcribed by:

Kathryn F. Zandri
Kathryn F. Zandri
Town Council Secretary

Approved by:

Robert F. Parisi (by RR)
Robert F. Parisi, Chairman

12-9-03

Date

Rosemary A. Rascati
Rosemary A. Rascati, Town Clerk

12-9-03

Date

RECEIVED TOWN CLERK'S OFFICE 12-8-03

AT 4:30 PM AND RECORDED BY

Rosemary A. Rascati TOWN CLERK

November 18, 2003

Wallingford Town Council
45 South Main Street
Wallingford, CT 06492

Dear Councilors,

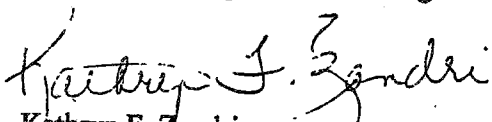
Listed below is the schedule of Town Council meetings for calendar year 2004.
Please place this item on the agenda of the November 25, 2003 Town Council meeting
for adoption. Thank you.

JANUARY 13	MAY 11	SEPTEMBER 14
JANUARY 27	MAY 25	SEPTEMBER 28
FEBRUARY 10	JUNE 8	OCTOBER 12
FEBRUARY 24	JUNE 22	OCTOBER 26
MARCH 9	JULY 13	NOVEMBER 9
MARCH 23	JULY 27	NOVEMBER 23
APRIL 13	AUGUST 10	DECEMBER 14
APRIL 27	AUGUST 24	DECEMBER 28

JANUARY 2005 (In accordance with CGS 1-225)

JANUARY 10
JANUARY 24

Meetings are held in the Robert Earley Auditorium of the Wlfd. Town Hall at 6:30 P.M. unless otherwise posted. Mtg. dates which fall on a holiday may be re-scheduled or cancelled. It is customary to cancel one of the July and August mtg. dates and re-schedule the remaining mtg. Cancellation and re-scheduling notices pertaining to said meetings will be posted in accordance with the Freedom of Information Act.


Kathryn F. Zandri
Town Council Secretary

AGREEMENT

AGREEMENT by and between the TOWN OF WALLINGFORD, "Town", of 45 South Main Street, Wallingford, CT 06492 and RALPH A. DEMATTEO, "Dematteo", of Wallingford, Connecticut, this 29th day of October, 2003.

A. The parties agree that a map prepared by the Town Engineer, dated October 27, 2003, and entitled "Zoning Information Map", to which reference may be had, depicts the four areas where the property of Dematteo known as Brother's Restaurant encroaches upon the property of the Town, which encroachment areas are marked on said map with numerals 1, 2, 3 and 4 and are listed below under Subsection B in the same numerical sequence.

B. For valuable consideration, the parties agree:

1. The Town will convey to Dematteo so much of its land as to cure the structural encroachment of the footprint and walls of the new addition to Brother's Restaurant, the exact dimensions of which shall be determined by the Town Engineer.
2. The Town will convey to Dematteo so much of its land as to cure the pre-existing structural encroachment at the southeast portion of the Brother's Restaurant building.
3. The Town will grant a temporary license to Dematteo to use so much of the Town's airspace to cure the aerial encroachment of the roof rafters, roof and gutters along the southerly portion of the new addition to Brother's Restaurant, which license shall terminate upon any remodeling or reconstruction of the area of said aerial encroachment.

4. Dematteo will remove the awning which encroaches Town property at the easterly side of the Brother's Restaurant building.

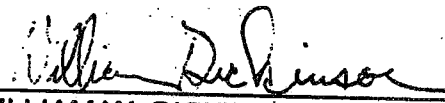
5. Dematteo will pay to the Town the sum of \$2,000.00 upon execution of this Agreement.

C. The conveyance and license agreement shall be executed and delivered at the time when Dematteo's Brother's Restaurant is issued a Certificate of Occupancy covering the newly constructed portions.

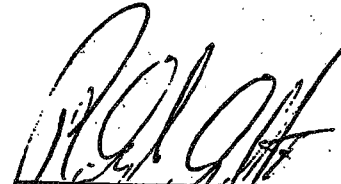
DATED at Wallingford, Connecticut this 29th day of October, 2003.

TOWN OF WALLINGFORD

BY:



WILLIAM W. DICKINSON, JR.
Its Mayor


RAPH A. DEMATTEO

AGREEMENT

between

THE TOWN OF WALLINGFORD, CONNECTICUT

- and -

LOCAL 1326

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO

As per Arbitration Award
9899 MBA-217
Dated February 18, 2002

JULY 1, 1999 ~~2003~~

to

JUNE 30, 2003 ~~2006~~

TABLE OF CONTENTS

Page

BULLETIN BOARDS
DISCIPLINARY ACTION
DRUG TESTING
DURATION
FIRE WATCH DUTY
FUNERAL LEAVE
GRIEVANCE & ARBITRATION
HOLIDAYS
INJURY LEAVE
INSURANCE
JOB CHANGES
JOINT SAFETY COMMITTEE
LONGEVITY
MANPOWER
MILITARY LEAVE
MISCELLANEOUS
NO STRIKE OR LOCKOUT
OVERTIME
PARAMEDICS
PROBATIONARY EMPLOYEE
RECOGNITION
RETIREMENT
SAVINGS CLAUSE
SENIORITY
SHIFT SWAPS
SICK LEAVE
TERMINAL LEAVE PAY
TRAINING & COLLEGE INCENTIVE PROGRAM
UNIFORM ALLOWANCE
UNION BUSINESS LEAVES
UNION SECURITY
VACATIONS
WAGES
WORK WEEK

IAFF Local 1326 [2003-06]

AGREEMENT

between

THE TOWN OF WALLINGFORD, CONNECTICUT

- and -

**LOCAL 1326
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO**

The following Agreement, effective as of the date of the Arbitration award is by and between, respectively, the TOWN OF WALLINGFORD, herein referred to as the "Town" and LOCAL 1326, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, herein referred to as the "Union."

**ARTICLE 1
RECOGNITION**

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all full-time paid employees within the Wallingford Fire Department, except the Fire Chief, the Deputy Chief, Fire Marshal, Training Officer and the Assistant Chiefs, on all matters of wages, hours and conditions of employment.

**ARTICLE 2
UNION SECURITY**

SECTION 1: The Town shall deduct weekly from earned wages and shall remit to the Union initiation fees and weekly dues in the amount determined by the Union of those employees who are members of the Union. Such deductions shall be for the life of this contract and shall be continued thereafter if a contract exists between the Town and the Union. Each employee in the bargaining unit who is a member of the Union or who hereafter becomes a member of the Union shall, as a condition of employment, remain a member of the Union in good standing. Each employee in the bargaining unit who is hired on or after said July, 1, 1974, shall, as a condition of employment, become and remain a member of the Union in good standing upon completion of his probationary period. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the employer for the purposes of complying with any of the provisions of this section.

SECTION 2: The Town will give each present employee, and to each new employee when he is hired, a copy of the contract. The Union agrees to collate the contracts at no cost to the Town.

ARTICLE 3

BULLETIN BOARDS

The Town shall permit the use of a bulletin board, in each of the fire houses, by the Union for the posting of notices concerning Union business and activities.

ARTICLE 4
DISCIPLINARY ACTION

SECTION 1: No permanent regular, non-probationary employee covered by this Agreement shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause.

SECTION 2: Any action taken under Section 1 of this Article may be appealed through the grievance and arbitration procedures of this Agreement as to the existence of just cause and the appropriateness of the discipline applied.

SECTION 3: Any action taken under Section 1 of this Article other than oral warning shall be stated in writing, giving the reasons for same, and a copy given to the employee and the Union.

SECTION 4: Any action under Section 1 shall be removed after five (5) years.

ARTICLE 5
GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1: Should any employee or group of employees feel aggrieved concerning his wages, hours or conditions of employment, which wages, hours or conditions are controlled by this Agreement, adjustment shall be sought as follows providing any such grievance is raised within twenty (20) calendar days after the employee knows or reasonably should have known of its occurrence.

- a. Probationary employees shall have the right to grieve only on matters not concerned with disciplinary action. The Union shall submit such grievance in writing to the Chief of the Fire Department, setting forth the nature of the grievance. Within five (5) days, Saturdays, Sundays and holidays not included, after said Chief receives such grievance, he shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.
- b. If such grievance is not resolved to the satisfaction of the Union by the Chief within five (5) days, Saturdays, Sundays and holidays not included, after such meeting, the Union may present such grievance in writing, within ten (10) days, Saturdays, Sundays and holidays not included, after the decision by the Chief, to the Personnel Director. Within ten (10) days, Saturdays, Sundays and holidays not included, after said Personnel Director receives such grievance, he shall arrange to and meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

- c. If such grievance is not resolved to the satisfaction of the Union by the Personnel Director within five (5) days, Saturdays, Sundays and holidays not included, after such meeting, the Union may within ten (10) days, ~~Saturdays, Sundays and holidays not included~~ thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties, provided; however, that the full legal rights of the parties in the courts shall not be restricted in any way and that said Board shall not modify, alter, add to or subtract from the provisions of this Agreement.
- d. The time limits provided for herein may be extended by agreement of the parties by mutual agreement in writing. In the event the Connecticut State Board of Mediation and Arbitration has not scheduled a hearing before its panel within thirty (30) days of the filing of a grievance, either party may direct the grievance to the American Arbitration Association. The cost of arbitration shall be borne equally by both parties.
- e. If any grievance involves bargaining unit personnel in the fire marshal's office, section b of the grievance procedure shall include the Fire Marshal instead of the Chief.

ARTICLE 6
UNION BUSINESS LEAVE

SECTION 1: Three (3) 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 the purpose of negotiating the terms of an agreement, when such meeting takes place at a time during which such members are scheduled to be on duty. The Union shall provide the Town with the names of members of its Negotiating Committee prior to the commencement of contract negotiations.

SECTION 2: Not more than three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union concerning processing grievances when such meetings take place at a time during which such members are scheduled to be on duty, provided, however, that not more than a total of three (3) persons shall attend grievance meetings conducted by the Personnel Director, regardless of whether said persons are on duty or off duty. The Union shall provide the Town with the names of members of its Grievance Committee.

SECTION 3: Three (3) officers or members of the Union as may be designated by the Union, shall be granted leave from duty with full pay for Union business, for purpose of attending labor conventions, educational conferences and seminars, provided such total leave shall not exceed twenty (20) working days in any fiscal year. An additional five (5) working days shall be granted for

services of the honor guard.

SECTION 4: For Sections 6.1, 6.2 and 6.3, authorized union business leave shall include not more than sixty (60) minutes of leave immediately preceding or following the actual meetings between the Union and the Town. Employees are not to leave work for these meetings more than sixty (60) minutes prior to the official start of the meeting and are required to return to work within this sixty (60) minute timeframe. This section shall not apply to meetings between the Union and the Town held at Central Fire Headquarters.

ARTICLE 7
PROBATIONARY EMPLOYEES

SECTION 1: No appointment or employment in the Fire Department shall be deemed final and employee given regular status until after expiration of a period of twelve (12) months' probationary service, EMT training and successful completion of fire school; however, in no case shall the probationary period be extended over one (1) year. During the probationary period of any such employee, the Fire Chief or the Fire Marshal, as the case may be, may terminate the employment of such employee without recourse to the grievance and arbitration provisions of this Agreement.

SECTION 2: Each new employee shall not be assigned to a regular shift assignment prior to completing a minimum of two (2) weeks In-Service Fire Department Training.

SECTION 3: Employees will be assigned to Fire School and will not be required to work a scheduled shift. During the time that employees attend Fire School, they shall be ineligible for swaps or for overtime.

ARTICLE 8
SENIORITY

SECTION 1: Department seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his respective classification. For the purpose of this Article, classification shall mean and include the following: FIRE CAPTAIN, FIRE LIEUTENANT, FIRE FIGHTER, DEPUTY FIRE MARSHAL, INSPECTOR. An employee's length of service shall not be reduced by time lost due to sickness leave or authorized leaves of absence.

SECTION 2: An employee shall lose all seniority under any of the following circumstances:

- a. Voluntary resignation.
- b. Discharge for just cause.
- c. Failure to return to work from layoff within ten (10) days after the Town has notified him to return to work.

d. Retirement.

**ARTICLE 9
MANPOWER**

SECTION 1: In order to protect the health and safety of the employee in the bargaining unit, the present complement of twelve (12) Fire Fighters and Officers assigned to each working shift, including two (2) employees assigned to the ambulance, shall be considered as the minimum manpower strength which may be assigned to same. If the manpower strength on any working shift shall, for any reason, fall below the minimum as provided for herein, such shortage shall be covered by overtime work, provided that members of the Fire Department are available for such work.

SECTION 2: All overtime assignments shall be offered on a rotating basis to both the members of the bargaining unit and also to the Officers of the Fire Department as provided for in Article 21, Section 3.

SECTION 3: Whenever there is an occasion to fill a captain's position on a working shift the senior lieutenant shall fill the position; this includes personnel on overtime. Whenever there is an occasion to fill a lieutenant's position on a work shift it will be offered to the "senior qualified" firefighter. In order to determine the firefighters' qualifications, the training officer shall develop a modified qualification standard for firefighters wishing to have their names placed on the "acting officers" list; such plan to be periodically reviewed by the Fire Chief, training officer and a union representative. The "acting officer" modification standard shall be administered by the training officer and upon the establishment of such list, it shall be forwarded to the Fire Chief.

**ARTICLE 10
PAID HOLIDAYS**

SECTION 1: Each employee in the bargaining unit who works a forty-two (42) hour per week average work schedule who works on a legal holiday on a day during which he is regularly assigned to perform such work, shall receive holiday pay for such holiday which shall be computed by multiplying his regular hourly rate by twelve (12) hours.

SECTION 2: Each employee in the bargaining unit whose normal day off falls on a legal holiday or who is on vacation, sick leave, injury leave, or military leave of two (2) weeks or less when a holiday occurs, shall receive holiday pay for such holiday to be computed by multiplying his regular hourly rate by twelve (12) hours. In addition, if any employee is required to work overtime on such a legal holiday, he shall be compensated for such overtime work in accordance with provisions of Article 21. Any employee on an unpaid leave of absence shall not be paid holiday pay if a holiday listed in Section 3 falls within the period of said leave of absence. This shall not be the case in the event of unpaid suspensions for disciplinary matters unless the actual holiday referenced in Section 3 of this Article is a designated unpaid day

of suspension.

SECTION 3: For the purpose of this Article, the following days shall be considered as legal holidays:

New Year's Day (1)	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday (1)	February 12
Washington's Birthday (1)	February 22
Good Friday	State, Federal or Local observances
Memorial Day	Last Monday in May
Fourth of July (1)	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day (1)	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day (1)	December 25

If a Town employee is granted a holiday over and above the holidays to which he is contractually entitled, employees of the bargaining unit shall be given a compensatory day off providing that compensatory time is taken within sixty (60) days from the time such holiday is granted the other Town employees or at other times mutually agreeable.

(1) Each member that works a five-day workweek will follow the State, Federal or Local observances for these holidays.

SECTION 4: Each employee in the bargaining unit who works a work shift which starts on a legal holiday, in addition to the benefits to which he is entitled under Section 1 and/or 2 of this Article, and in addition to all other benefits to which he is entitled, shall receive six (6) hours' pay, his regular hourly rate multiplied by six (6) hours.

SECTION 5: If personnel in the Fire Marshal's office, who work a thirty-five (35) hour work week and if the work week has a legal holiday as prescribed in Section 3, he shall be given the day off with full pay. If said employee is required to work on the legal holiday, he shall be compensated as per Article 21 and Article 10, Section 2.

SECTION 6: For the purpose of computing the holiday pay for Christmas and New Year's, the Holiday will be from 6:00 p.m. the eve of the Holiday until 6:00 p.m. the day of the Holiday.

ARTICLE 11
VACATIONS

IAFF Local 1326 [2003-06]

SECTION 1: In each calendar year, each employee who works a four-day week and who has or will have service in accordance with the following schedule by July 1 of such calendar year, shall receive vacation leave with pay in such calendar year in accordance with said following schedule:

<u>Length of Service by July 1</u>	<u>Working Days of Vacation</u>
6 Months	4 Days
1 Year	8 Days
2 Years	9 Days
3 Years	10 Days
4 Years	11 Days
5 Years	12 Days
6 Years	12 Days
7 Years	13 Days
8 Years	14 Days
9 Years	15 Days
10 Years	20 Days
11 Years	20 Days
12 Years	21 Days
13 Years	22 Days
14 Years	23 Days
15 Years or more	24 Days

NOTE: Each week of vacation leave shall consist of four (4) working days.

In each calendar year, each employee who works a five-day week and who has or will have service in accordance with the following schedule by July 1 of such calendar year, shall receive vacation leave with pay in such calendar year in accordance with said following schedule:

<u>Length of Service by July 1</u>	<u>Working Days of Vacation</u>
6 Months	5 Days
1 Year	11 Days
2 Years	12 Days
3 Years	13 Days
4 Years	14 Days
5 Years	15 Days
6 Years	16 Days
7 Years	17 Days
8 Years	18 Days
9 Years	19 Days
10 Years	25 Days
11 Years	26 Days
12 Years	27 Days

IAFF Local 1326 [2003-06]

13 Years	28 Days
14 Years	29 Days
15 Years or more	30 Days

NOTE: Each week of vacation leave shall consist of five (5) working days.

SECTION 2: Vacations shall be selected by employees and taken throughout the calendar year. However, the Chief of the Department shall have the right to limit the number of such employees who may be off duty on vacation at any one time to four (4) men per shift, except in the period from December 15 through December 31 when vacations may be limited to three (3) men per shift. Preference in selecting vacations shall be determined on the basis of length of service with the Fire Department. Selection of vacation periods must be made by April 1 of each year. An employee who fails to select his vacation periods by April 1 of any year will not be able to exercise his departmental seniority for the selection of such vacation periods for such year. These vacations, so selected may be changed at a later date if it does not conflict, as hereinbefore provided, with other vacations so selected. In the event of a conflict between a vacation selected prior to April 1, and a vacation selected on or after April 1, or between vacations selected on or after April 1, preference shall be given to the vacation first selected. All vacation schedules must be made by each employee in writing to the Fire Chief or his designated representative who shall forthwith record and post in each Firehouse, the name of such employee, the vacation selected by him and the time and date on which such vacation selection is made.

Notwithstanding any provision of the preceding paragraph to the contrary, if any employee's vacation selection in excess of two (2) weeks is in conflict with the first two (2) weeks or the first week vacation selection of another employee on his platoon, such other employee's first and/or second week of vacation leave shall be given preference provided he makes such vacation selection prior to April 1 of the calendar year in which such vacation is to be taken.

In the event there is a conflict between the selection made prior to April 1 of a full week of vacation leave and a partial week or individual days of vacation leave, the full week of vacation leave shall be given preference. If there is a conflict between the selection made on or after April 1 of a full week of vacation leave and a partial week or individual days of vacation leave selected prior to, on or after April 1, or between the selection made on or after April 1 of partial weeks or individual days of vacation leave, preference shall be given to the vacation selected first.

Each employee shall have the right to split his vacation leave into individual days of vacation leave. Nothing in this paragraph shall prevent any employee from taking individual days of vacation leave on consecutive working days.

Any employee who selects a vacation during a period in which a holiday, Christmas Eve or New Year's Eve occurs, and a replacement cannot be found, the Chief or his designee shall order the first available employee from the overtime list. Any employee serving as a replacement under this subsection shall be considered as having worked overtime in accordance with Section 2 of Article 21, and for purposes of Section 2, Article 9, he shall be charged with working an overtime

IAFF Local 1326 [2003-06]

assignment.

Any employee who requests vacation pay at least two (2) calendar weeks in advance of the date on which he is scheduled to go on vacation leave shall be granted such advance vacation pay on the last pay day prior to such vacation leave, except for vacations beginning in the first two (2) weeks of the fiscal year.

An employee who signs up for a vacation and then does not take it will not be able to exercise his rights, based on departmental seniority, for the selection of a substitute vacation week.

Except by agreement between the Town and the Union, no payment will be made by the Town for vacation credit not used during the calendar year. If a fire fighter is scheduled for vacation during the month of December and becomes ill or injured during the month of December, the vacation time will be postponed until such time as he is able to return to duty. This injury or illness must be substantiated by a doctor's certificate. The vacation time must be taken immediately upon the conclusion of said sick period or illness period. It will, however, be permitted to extend over the end of the calendar year, if so requested, not to go into the next fiscal year. Vacation selection in the period January 1 to March 31 will be by seniority on shift.

Upon termination of employment, a permanent employee shall receive any vacation pay which he/she has earned but not received, pro-rated at one-twelfth (1/12th) of his/her total vacation allowance for each full calendar month of service completed since the previous July 1.

SECTION 3: Employees on unpaid leaves of absence shall not accrue vacation benefits for any month during the period of said unpaid leave. This shall not be the case in the event of unpaid suspensions for disciplinary matters.

ARTICLE 12 SICK LEAVE

SECTION 1a: Each employee shall be entitled to one and one-half (1-1/2) days of sick leave with pay for each month or major fraction thereof of service with the Fire Department. Any portion of sick leave which has been or shall be unused shall be accumulative up to one hundred and twenty (120) sick leave days. Each employee's service prior to the effective date of this contract shall be credited toward the amount of accumulated sick leave to which such employee is entitled.

SECTION 1b: The Town will make reasonable efforts to ensure the confidentiality of any record which contains the reason(s) given by an employee for requesting sick leave.

SECTION 2: If an employee is absent from work three (3) consecutive work days of his regular work schedule due to illness or injury, he shall provide the Fire Chief or the Fire Marshal, as the case may be, a physician's certificate immediately upon return to work.

IAFF Local 1326 [2003-06]

SECTION 3: In the event any employee exhausts his entire accumulated sick leave, the Town, acting through the Personnel Director, may grant extensions up to thirty (30) working days. Any extension granted shall be repaid to the Town with one-half (1/2) of his annual sick leave until it is repaid in full.

SECTION 4: It is not intended that sick leave is to be used for any purpose other than for illness or injury pertaining to an individual covered by this Agreement. However, if serious illness of a member of the employee's immediate family requires his personal attendance, sick leave may be granted to an employee provided that (1) sick leave should not exceed three (3) working days per calendar year and (2) that said request must be supported by a medical certificate to be submitted to the Fire Chief or the Fire Marshal, as the case may be, immediately upon returning to work.

SECTION 5: Effective July 1, 1993, an employee who has used no sick leave for the period July 1 through June 30, inclusive, shall receive an incentive payment of \$500.00 to be paid at the end of the first full pay period following June 30.

SECTION 6: Patterns of sick leave use may constitute abuse of sick leave and may be grounds for disciplinary action.

ARTICLE 13 INJURY LEAVE

SECTION 1: Each employee who is injured or disabled in the performance of his duties shall be entitled to injury leave with full pay from the date of injury until such time as the first of the following occurs:

1. he is able to return to duty;
2. he is placed on disability pension;
3. he has reached maximum medical improvement as determined by his treating physician and is no longer able to perform fire fighting duties;
4. eighteen (18) calendar months have passed, provided that the eighteen (18) months shall be extended by up to six (6) months if the treating physician certifies that it is likely the employee will be able to return to work during that period.

SECTION 2: Any employee who is injured or disabled in the performance of his duties, and who reaches the point of maximum recovery- medical improvement but is unable to perform his assigned duties, shall be assigned to whatever Fire Department work he is able to perform, and his salary for such new assignment shall be no less than that which he would be receiving if he had continued to perform his regularly assigned duties. If no such Fire Department work is available which such an employee is able to perform, he shall be retired on service-connected disability pension in accordance with the applicable provisions of the pension or retirement system under which he is covered. If the injured employee is an employee of the Fire Prevention Bureau, he shall be assigned to whatever Fire Prevention Bureau work he is able to

perform.

Section 2b: Temporary Light Duty. If light duty is available, The Fire Chief, or Fire Marshal, as the case may be, shall assign personnel to temporary light duty if they have not reached maximum medical improvement under the following conditions:

- 1) Light duty work assignments shall not exceed six (6) months in any one (1) twelve (12) month period and will be limited to two (2) employees.
- 2) Light duty work assignments shall be as follows: For Firefighters, Lieutenants and Captains: Four (4) consecutive ten (10)-hour daytime shifts from 8:00 a.m. to 6:00 p.m.; For employees in the Fire Prevention Bureau: thirty-five (35)-hour work week schedule consistent with Article 15 Section 2 of this agreement.
- 3) Light duty work assignments will be consistent with the medical restrictions established by the treating medical provider.
- 4) The notice provisions of Article 25 shall not apply in the event any employee is assigned temporary light duty.

SECTION 3:

- ~~a) Assignment to the switchboard may be granted to personnel who have been injured and/or temporarily disabled due to illness or injuries sustained off the job. The employee must provide medical certification that he/she is physically capable of performing switchboard duties and not capable of performing firefighter duties, at his/her expense.~~
- ~~b) This assignment is to be temporary and for a reasonable period of time not to exceed sixty calendar days. At the end of this time the employee may request a further temporary assignment to the switchboard accompanied by a doctor's certificate. The failure to grant a further assignment is not grievable or arbitrable.~~
- ~~c) When an opening on the switchboard exists, seniority between two or more temporarily disabled employees shall control an assignment to switchboard duties. Any personnel on switchboard assignment prior to July 1, 1991 shall not be affected by this section.~~
- ~~d) In the event a consolidated public safety dispatch program occurs, Section 3 of this Article shall become null and void without effect.~~

**ARTICLE 14
SHIFT SWAPS**

IAFF Local 1326 [2003-06]

Each employee shall be granted shift swaps with pay for any full or part day on which he is able to secure another employee to work in his place provided:

- a) Such substitution does not impose any additional cost to the Town.
- b) Except in emergency or when circumstances make it impossible to do otherwise, twenty-four (24) hours' notice shall normally be given to the Company Officer who shall notify the Chief Officer.
- c) The employee working for an employee on shift swap be of the same rank or position, officers for officers (or an acting officer capacity for a minimum of thirty (30) days), non-probationary fire fighters for fire fighters.
- d) No employee shall work a triple shift in order to work for an employee on shift swap.
- e) The Fire Chief may modify the conditions at his discretion in case of an emergency.
- f) Except for attendance at school in Fire Administration or Fire Science, substitutions shall not exceed fifteen (15) per calendar year. Additional time shall be at the discretion of the Chief. Swaps for less than a full day will be charged as a half day except for the first two (2) hours and the last two (2) hours of each shift. They will be recorded for record keeping purposes only, but will not be charged against the fifteen (15) day limit.

**ARTICLE 15
WORK WEEK**

SECTION 1: The work week for all employees who regularly perform fire fighting or dispatching duties shall be an average of forty-two (42) hours, computed over a period of one (1) year. Said work week shall be based on schedules consisting of day tours of duty of ten (10) hours each, and of night tours of duty of fourteen (14) hours each.

SECTION 2: Except as established in Section 4 below, the work week for all employees who are not covered by Section 1 of this Article shall be forty (40) hours, based on a five (5) day - Monday through Friday - eight (8) hour per day schedule.

SECTION 3: All hours worked in excess of the work weeks and work schedules provided for in Sections 1 and 2 of this Article shall be compensated as overtime. At no time may any employee work more than 24 hours in a row without the express approval of the Chief or Deputy Chief of the Wallingford Fire Department, and then only in an extreme emergency.

IAFF Local 1326 [2003-06]

SECTION 4: The Deputy Fire Marshal and Inspector shall normally work a thirty-five (35) hour week (Monday to Friday, 8:30 a.m. to 4:00 p.m., with a half-hour lunch period). Effective upon signing, the first five hours of overtime shall be compensated on the basis of one hour pay compensatory time for each hour worked. Hours over forty (40) in a week shall be compensated at time and one-half (1-1/2) the normal hourly pay rate. All call backs shall be a minimum of four (4) hours.

ARTICLE 16 UNIFORM ALLOWANCE

SECTION 1: All employees shall receive a uniform allowance of five hundred and fifty dollars (\$550) per year (voucher system). Effective July 1, 2004, all employees shall receive a uniform allowance of six hundred dollars (\$600) per year (voucher system).

SECTION 2: The Town shall provide each new employee in the bargaining unit with his own protective equipment clothing of good quality and condition. Such equipment clothing shall consist of helmet, boots, bunker coat, night hitch, gloves and hoods. This equipment clothing is the property of the Town and shall be turned into the department upon termination. Effective July 1, 2004, the Town shall supply to each employee requiring prescriptive lenses, a one hundred dollar (\$100) reimbursement payment towards the purchase of prescriptive lenses for use in the SCBA mask. Such reimbursement shall be made once each two (2) years and only after the employee provides the department head with medical certification that corrective lenses are required and a receipt showing the amount spent on prescriptive lenses for use in the SCBA mask.

SECTION 3: The Fire Chief, Fire Marshal and the Union shall meet from time to time for the purpose of studying and discussing all matters related to the standardization of uniforms and the methods of procurement and issuance of such uniforms.

SECTION 4: The uniform of the Deputy Fire Marshal and Inspector shall be the same as that worn by the Lieutenants of the bargaining unit.

SECTION 5: Upon promotion from Private to Lieutenant or Fire Inspector, the employee shall receive a one time increase in uniform allowance of two hundred dollars (\$200) by voucher system. Upon promotion from Lieutenant to Captain, or Fire Inspector to Deputy Fire Marshal, the employee shall receive two (2) uniform badges, two (2) name badges, and one (1) hat badge by voucher system.

ARTICLE 17 RETIREMENT

The Town shall provide benefits in accordance with the terms of Retirement plan.

**ARTICLE 18
INSURANCE**

SECTION 1: The TOWN shall provide and pay for the following hospital and medical insurance for all employees and their eligible family members. **Effective upon signing**, each employee shall continue to pay ~~3.5%~~ **eight percent (8.0%)** of the premium for his respective coverage (individual, 2-person or family) on health insurance. ~~except that, effective January 1, 2002, each employee shall pay five (5) percent of the premium for his respective coverage, and effective January 1, 2003, each employee shall pay seven (7) percent of the premium for his respective coverage.~~ This payment by the employee shall be by deduction from the employee's weekly paycheck. Participation in the plan, as stated below, shall be mandatory without an option to leave the plan during open enrollment periods offered by other carriers for the duration of this contract, except to the extent that employees are allowed by the Town to select, on an individual employee basis, another health insurance plan. **Employees may select, during open enrollment periods, the following plans:**

- a) Anthem Blue Cross Blue Shield Century Preferred **Non-Standard Municipal Plus Plan, Anthem Blue Cross Blue Shield Blue Care Plan (HMO) or Health Net plan (HMO) each** with a ~~\$10.00~~ **\$15.00 home and office co-pay** in accordance with the Plan.
- b) Anthem Blue Cross **Blue Shield Full Service Dental Plan** (no riders).

SECTION 1c: **Effective upon signing, for employees who select Anthem Blue Cross and Blue Shield medical coverage, Anthem Blue Cross and Blue Shield Managed 2-Tier Prescription Plan for employees and dependents with a \$2,000 maximum benefit in network. The employee co-payment for this benefit shall be as follows: \$10.00 for generic, \$15.00 for name brand and \$5.00 for mail order drugs.**

SECTION 2: ~~Effective upon signing~~ The Town shall provide and pay for the following insurance for all employees:

Term Life Insurance \$ 27,000
Accidental Death and Dismemberment. . \$ 3,000

SECTION 3: The following shall govern for retiree medical insurance:

- a) The above health insurance may be obtained by any employee who retires after the execution date of this Agreement. (Any coverage not mentioned above is excluded, including but not limited to dental, vision and prescription).
- b) Each active employee in the bargaining unit shall, through payroll deduction, contribute one dollar (\$1.00) per week.

IAFF Local 1326 [2003-06]

- c) Future retirees must elect to participate at the time of retirement; failure to elect participation at the time of retirement will waive the right to any future participation.
- d) Retirees who elect participation at the time of retirement shall contribute a minimum of fifty percent of the cost of the above stated insurance which shall be subject to such increases as the carrier may determine.
- e) The Town shall contribute up to 50% of the cost of the above stated insurance except that in no event will the Town's contribution in a fiscal year exceed 1% of the prior year's actual payroll (exclusive of outside earnings) for employees covered by this Agreement.
- f) In the event that 1% of the prior year's actual payroll as stated above does not cover 50% of the cost of the above stated insurance, the difference shall be paid by the participating retirees. This evaluation will be made each July 1 based on the insurance rate effective that date and on the participating retirees and spouses as of that date.
- g) Participating retirees and/or their spouses who are or become employed by employers that provide Blue Cross, Blue Shield insurance shall participate in that employer's program and will not be covered by this program. At such time as the participating retiree and/or their spouse ceases to be so employed, the employee may elect to participate in this program; this election must be made in such a timely fashion as to constitute a transfer back into the Town group. Failure to make this timely election will waive the right to any future participation.
- h) At such time as the participant or their spouse reaches age 65, the individual reaching age 65 shall cease to be a participant in this program and shall not be entitled to any coverage. Blue Cross and/or Blue Shield 65 may be selected by the participant and/or their spouse. Payment for Blue Cross and/or Blue Shield 65 is the sole responsibility of the participant. It may, however, be deducted from the participant's monthly retirement check.
- i) Employees who terminate their employment and are vested are not eligible to participate and do not ever become eligible. They are eligible to extend their coverage after termination at their own expense as provided under State and/or Federal Statutes.

SECTION 5: The Town reserves the right to change insurance carriers as long as the coverage provided and administration of the plan remains equal to but not less than the current coverage

and administration of the plan.

**ARTICLE 19
FUNERAL LEAVE**

Each employee in the bargaining unit shall be granted leave with pay in the event of death of a member of his immediate family. Such leave may start on the day of death or the day of notification, whichever comes later, provided such leave shall not be more than three (3) working days, except if the funeral is held after the aforesaid three (3) working day limitation, one (1) additional working day of funeral leave shall be granted to such employee. Such leave shall be used as needed and need not be taken on consecutive days. For the purpose of this Article, "immediate family" shall mean and include the following: father, mother, sister, brother, wife, husband, children, grandmother, grandfather, grandchildren, mother-in-law, father-in-law or any relative who is domiciled in the employee's household. Each employee shall be granted one (1) working day's leave with pay in the event of the death of his brother-in-law, sister-in-law, niece, nephew, his aunt or uncle in order to attend the wake or funeral. The leave herein provided for any employee may be extended at the discretion of the Fire Chief or Fire Marshal, as the case may be, or his designated representative up to a maximum of two (2) days for the purpose of allowing for reasonable travel time.

**ARTICLE 20
WAGES**

SECTION 1: The salary rates of each employee shall be amended to reflect the following increases: effective July 1, 1999 4.0%; effective July 1, 2000 4.0%; effective July 1, 2001 3.0%; effective July 1, 2002 3.0%; July 1, 2003 3.25%; effective July 1, 2004 3.25%; effective July 1, 2005 3.25%

Effective July 1, 1999:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
FIRE FIGHTER	\$645.66	\$721.99	\$758.42	\$795.28	\$832.40
FIRE LIEUTENANT	\$911.11				
FIRE INSPECTOR					
FIRE CAPTAIN	\$997.89				
DEP. FIRE MARSHAL	\$850.58	\$893.08	\$937.77	\$984.69	\$1,033.24

Effective July 1, 2000:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
FIRE FIGHTER	\$671.49	\$750.25	\$788.76	\$827.09	\$865.70
FIRE LIEUTENANT	\$947.55				
FIRE INSPECTOR					
FIRE CAPTAIN	\$1,037.81				
DEP. FIRE MARSHAL	\$884.60	\$928.80	\$975.28	\$1,024.08	\$1,074.57

IAFF Local 1326 [2003-06]

ERRATA SHEET
11/7/03

Effective July 1, 2001:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
FIRE FIGHTER	\$691.63	\$772.76	\$812.42	\$851.90	\$891.67
FIRE LIEUTENANT	\$975.98				
INSPECTOR					
FIRE CAPTAIN	\$1,068.94				
DEP. FIRE MARSHAL	\$911.14	\$956.67	1,004.54	\$1,054.80	\$1,106.81

Effective July 1, 2002:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
FIRE FIGHTER	\$712.38	\$795.94	\$836.79	\$877.46	\$918.42
FIRE LIEUTENANT	\$1,005.26				
INSPECTOR					
FIRE CAPTAIN	\$1,101.01				
DEP. FIRE MARSHAL	\$938.47	\$985.37	\$1,034.68	\$1,086.44	\$1,140.01

Effective July 1, 2003

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Fighter	\$735.53	\$821.81	\$863.99	\$905.98	\$948.27
Fire Lieutenant; Fire Inspector	\$1,037.93				
Fire Captain	\$1,136.79				
Deputy Fire Marshal	\$968.97	\$1,017.39	\$1,068.31	\$1,121.75	\$1,177.06

Effective July 1, 2004

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Fighter	\$759.44	\$848.52	\$892.07	\$935.42	\$979.09
Fire Lieutenant; Fire Inspector	\$1,071.66				
Fire Captain	\$1,173.74				
Deputy Fire Marshal	\$1,000.46	\$1,050.46	\$1,103.03	\$1,158.21	\$1,215.31

Effective July 1, 2005

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Fighter	\$784.12	\$876.09	\$921.06	\$965.82	\$1,010.91
Fire Lieutenant; Fire Inspector	\$1,106.49				
Fire Captain	\$1,211.89				
Deputy Fire Marshal	\$1,032.98	\$1,084.60	\$1,138.88	\$1,195.85	\$1,254.81

NOTE 1: Each Fire Fighter who has less than one (1) year of service in his classification, and each employee in the remaining classifications shall be paid at Step 1 of the salary range of his classification; each Fire Fighter who has one (1) but less than two (2) years of service in his classification shall be paid at Step 2 of the salary range of his classification; each Fire Fighter who has two (2) but less than three (3) years of service in his classification, shall be paid at Step 3 of the salary range of his classification; each Fire Fighter who has three (3) but less than four (4) years of service in his classification shall be paid at Step 4 of the salary range of his classification; and each Fire Fighter who has four (4) years or more of service in his classification shall be paid at Step 5 of the salary range of his classification. On each Fire Fighter's employment anniversary date when he reaches the amount of service required to advance to the next higher salary step in his salary range in accordance with the provisions of this NOTE, he shall be advanced to that salary step.

NOTE 2: The rates set forth are weekly rates.

NOTE 3: Effective July 1, 1991, each such employee shall receive an additional six hundred seventy-five dollars (\$675) per year. Payment for continuous operation duties shall be made in the last full week of each fiscal year. If prior to such week in any fiscal year, such an employee terminates his service or his service is terminated, he shall receive at the time of such termination, his pro-rated share of said six hundred seventy-five dollars (\$675) based on his length of service during such fiscal year. For purposes of this NOTE, the term "continuous operation duties" shall mean and include duties which are systematically scheduled to take place twenty-four (24) hours per day, seven (7) days per week.

NOTE 4: In the event that openings occur which require EMT training, it will be offered to the most senior Fire Fighter who is deemed to possess the necessary aptitudes and qualifications.

NOTE 5: An employee working in an Acting Officer capacity shall be compensated the difference between the employee's classification and the rank in which he is working, on an hour or partial hour to hour or partial hour basis until four (4) hours. After four (4) hours, the Employee will be compensated at the daily rate. In order to establish an hourly rate, the difference between the employee's weekly classification rate and the weekly classification rate of the rank worked will be divided by forty-two (42) hours. In order to establish a daily rate the difference between the employee's weekly classification rate and weekly classification rate of the rank worked will be

IAFF Local 1326 [2003-06]

divided by forty-two (42) and multiplied times 12.

SECTION 2: Effective upon signing, when the Town determines that "on-call" or "standby" duty is necessary for employees in the Fire Marshal's office, an employee assigned such duty shall be compensated at the rate of ~~thirty two dollars and fifty cents (\$22.50)~~ **(\$30.00)** per day assigned, whether or not he is called to work. The employee must be assigned this responsibility by the Fire Marshal and a mere assumption of this responsibility shall not constitute "assignment". While on such duty, the employee must wear a paging device provided by the Town and must remain within a radius of the Central Fire Headquarters so that he may respond to a call within thirty (30) minutes of being paged.

SECTION 3: When designated by the Fire Marshal, an employee serving in the capacity as Acting Deputy Fire Marshal shall be compensated at Step 5 of the Deputy Fire Marshal pay scale.

ARTICLE 21 OVERTIME

SECTION 1: When any employee is required to work in excess of his regular work schedule, he shall be compensated for such overtime work at one and one-half (1-1/2) times his regular hourly rate, multiplied by the number of hours of such overtime work, except that if any employee is off duty and is called back for such overtime work, he shall receive one and one-half (1-1/2) times his regular hourly rate, multiplied by the number of hours of such work, or by four (4) hours, whichever is greater, except when the call back is contiguous to a work schedule, he shall be compensated on an overtime basis for the hours actually worked.

SECTION 2: When any employee is required to work overtime to maintain the minimum manpower strength as provided in Article 9, he shall be compensated for such overtime work at one and one-half (1-1/2) times the hourly rate which he receives for his regularly assigned duty, multiplied by twelve (12) hours, except that if an assignment is for less than a full shift, he shall be compensated for the actual hours worked.

SECTION 3: There shall be two (2) rotating overtime rosters, one consisting of fire fighters and one consisting of officers. Such rosters shall be kept by hours worked, as set forth in Article 21, Section 2. These rosters shall tabulate all hours or partial hours that an employee is paid over and above his normal work schedule. Whenever overtime work is required to maintain manpower strength as provided in Article 9, the opportunity to work such overtime assignment shall be offered in order to the off-duty employees on the overtime roster. The fire fighters' and the fire officers' roster shall be equal as possible and not vary more than ~~three (3)~~ **days thirty-six (36) hours** behind or ahead of each work shift. If no such off-duty employee accepts such opportunity to work overtime, it shall be offered in order to the off-duty employee on the rotating overtime roster who would be required to work twenty-four (24) consecutive hours if they work such overtime assignment. Each such off-duty employee who refuses an overtime assignment shall be considered as having worked such overtime assignment. The employee who

IAFF Local 1326 [2003-06]

would be required to work twenty-four (24) consecutive hours may refuse without penalty.

To facilitate the implementation of this article, upon the effective date of this agreement, the current hours on the short time overtime list as well as the short time overtime list shall be eliminated. The current full-time overtime list will be converted to hours as set forth in this article and be the sole overtime list.

For purposes of this section, off-duty employees mean employees who are not regularly scheduled to work on a work shift which starts on the day or night when the overtime is scheduled to be performed.

Employees shall not be scheduled for overtime on the days off before and after his vacation provided it is a full week (4 consecutive days).

The Chief shall order the employee who was first offered the overtime assignment to work to cover the vacancy if all off-duty employees refuse.

SECTION 4: Overtime will be offered to employees under Article 21 Section 3 providing such employees have worked a full work week (four days) prior to the overtime shift without sick leave. The Fire Chief or his designee may waive this requirement.

~~**SECTION 5:** There shall be a rotating list for all extra duty worked that does not constitute a full shift overtime (day or night shift). All work shall be offered in order of a "short time" which shall be kept by hours not by each individual extra duty assignment. Hours will be tabulated from the written daily roster. All hours that an employee is paid over and above his normal work schedule will be kept on aforementioned "short time" list. Any extra hours worked in continuance of the employees' normal work shift will be excluded from the section and shall be executed in Section 4 of the Article.~~

ARTICLE 22

SAVINGS CLAUSE

SECTION 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 had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority. The Union recognizes that the Town's rights, powers and authority include but are not limited to the right to manage its operation, direct, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or 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 and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of

IAFF Local 1326 [2003-06]

employees, to prescribe rules to that effect, to establish and change standards and quality standards, determine the qualifications of employees; and to run the Department efficiently.

SECTION 2: All other job benefits enjoyed by employees in the bargaining unit which are not specifically provided for or abridged in this contract are hereby protected by this contract.

SECTION 3: All matters enjoyed by the Town of Wallingford which are not specifically provided for or abridged in this contract are hereby protected by this contract.

ARTICLE 23
NO STRIKE OR LOCKOUT

During the course of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work authorized by the Union, nor shall there be any lockout by the Town.

ARTICLE 24
TERMINAL LEAVE PAY

SECTION 1: Each employee upon his retirement under a bona fide Town retirement plan, or his widow, if he should die before retirement, shall receive one (1) day of terminal leave pay for each day of unused sick leave up to a maximum of ninety (90) such days which he has at the time of his retirement or death, as the case may be. In the event that such an employee should die prior to retirement and he is not survived by a widow, the terminal leave pay otherwise due the widow shall be paid to his estate. Each day of terminal leave pay shall be computed by multiplying such employee's regular hourly rate being received by him at the time of his retirement or death, as the case may be, by twelve (12) hours.

SECTION 2: Terminal leave for the Deputy Fire Marshal or Inspector shall be calculated on the basis of the annual salary divided by 52; that amount divided by five (5); the resulting amount representing one day's pay.

ARTICLE 25
JOB CHANGES

Except in the case of an emergency, the Town shall give all employees at least two (2) weeks' notice before it fills a permanent vacancy involving an existing position or a newly created position which has a salary rate in excess of the salary range for the Fire Fighter classification. In the case of an emergency, such vacancy shall not be filled until after the Town has discussed the filling of such vacancy with the Union. No employee shall be required, except on an overtime basis to change from one platoon to another unless he is given at least two (2) weeks' notice of such change by the Chief, or unless changed earlier by mutual agreement.

ARTICLE 26
FIRE WATCH DUTY

~~Whenever any private person or organization, including the Oakdale Theatre, requests or is required to seek the services of Firemen or Fire-Fighters to perform fire watch services, all such work shall be distributed evenly and equally between the employees of this bargaining unit. That portion of such work to be performed by employees of this bargaining unit shall be rotated by the Fire Chief among such employees who are off duty at the time such work is to be performed. Each employee who performs such fire watch service shall receive a minimum of four (4) hours at one and one-half (1 1/2) times his regular hourly rate, as provided for in Article 21, Section 1.~~
Effective upon signing, When the Fire Marshal or his designee determines a fire watch is required to comply with the Connecticut Life Safety Code or other State and/or local regulations, the Fire Marshal or his designee may assign fire watch service to employees in the Fire Prevention Bureau. The Fire Marshal may request additional assistance from the Fire Chief as deemed necessary. This assistance shall be assigned to members of the bargaining unit, by the Fire Chief or his designee consistent with Article 21 Section 1.

ARTICLE 27
LONGEVITY

In each fiscal year, each employee who has or will have five (5) but less than ten (10) years of full time classified Town service on December 31 of such fiscal year shall receive an annual longevity increment of two hundred and fifty dollars (\$250).

Each employee who has or will have ten (10) but less than fifteen (15) years of full time classified Town service on December 31 of such fiscal year shall receive an annual longevity increment of three hundred and fifty dollars (\$350).

Each employee who has or will have fifteen (15) or more years of full time classified Town service on December 31 of such fiscal year shall receive an annual longevity increment of four hundred and fifty dollars (\$450).

Each employee who has or will have twenty (20) years or more of full-time classified Town service on December 31 of such fiscal year shall receive an annual longevity increment of seven hundred and fifty dollars (\$750).

Such longevity increments shall be paid on the pay date for the Fire Department which next follows December 1 of each fiscal year. Longevity payments shall only be made to employees who are on the payroll on the pay date, provided for in the preceding sentence, on which such longevity payments are payable, except that any employee who is otherwise qualified for such payment and who prior to such pay date in such fiscal year is retired or is separated from the Fire Department on any authorized leave of absence, shall receive such payment on his last pay date before leaving the Fire Department.

ARTICLE 28
JOINT SAFETY COMMITTEE

A joint safety committee shall be formed by the Town and the Union and said committee shall meet at the request of either party to review and recommend safety and health conditions in the department. This committee shall be comprised of two (2) representatives designated by the Union and two (2) representatives designated by the Town. This committee shall elect its own officers.

ARTICLE 29
TRAINING AND COLLEGE INCENTIVE PROGRAM

SECTION 1: The Town shall be required to provide an effective and adequate on-the-job training program for Fire Fighters. Whenever fire personnel are assigned by the Fire Department to attend schools, specialized training or seminars, and whenever such activity surpasses their normal 2-day work schedule, they shall be assigned to a work schedule in accordance with Article 15, Section 2. The assignment to schools, special training or seminars shall be offered to all personnel on an equal basis other than schools or special training required by contract, State or Federal regulation.

SECTION 2: Effective upon signing, the Town shall pay for necessary books and tuition to employees who have given prior notification to the Chief and who participate and receive a grade of "C" or better in courses in Fire Technology and Fire Science and in subjects at an accredited college or university, which courses or subjects are designed to increase the employee's proficiency in his present or potential future Fire Department assignments. Such payment for each employee shall be made to him by the Town within thirty (30) days after he makes written claim for same to the Fire Department and submits to the Fire Chief or Fire Marshal bills, receipts and academic records which may be required by the Mayor to support such claim. Whenever any such employee is unable to attend a class of such course or subject on a night on which he is not scheduled to work because such class is cancelled by course officials, and such class is subsequently conducted on a night on which he is scheduled to work, he shall receive leave with pay to attend such class, provided however, no more than three (3) employees on the same platoon shall be granted such leave at the same time. In the event of a conflict concerning who shall receive such leave with pay, preference shall be given on the basis of departmental seniority.

SECTION 3: Each employee who has satisfactory completion at a grade of "C" or better of thirty (30) semester hours in the courses and subjects, as defined in Section 2 of this Article, shall receive an additional annual college incentive payment equal to one hundred dollars (\$100.00); each employee who has satisfactory completion at a grade of "C" or better of sixty (60) semester hours in such courses and subjects shall receive an additional annual college incentive payment equal to two hundred dollars (\$200.00); each employee who has satisfactory completion at a grade of "C" or better of ninety (90) semester hours in such courses and subjects, shall receive an additional annual college incentive payment equal to three hundred dollars (\$300.00); and each

employee who has satisfactory completion at a grade of "C" or better or one hundred and twenty (120) hours in such courses and subjects, shall receive an additional annual college incentive payment of five hundred dollars (\$500.00). Such college incentive payments shall be made on the first pay date in July of each year, and shall be based on the amount of such credits which each employee has on July 1 of such year. Employees hired after the effective date of this contract shall be eligible for a five hundred dollar (\$500.00) payment if they possess a bachelor's degree or a two hundred dollar (\$200.00) payment if they possess an associate's degree from a college or university with an accreditation acceptable to the Town on the condition the degree program is in the Fire Sciences, Fire Technology or Fire Administration fields.

**ARTICLE 30
MISCELLANEOUS**

SECTION 1: Whenever employees of this bargaining unit provide all or part of the initial response to any structural fire and relief or additional help is required, there will be four (4) men (minimum) for each additional Volunteer engine or ladder truck called to the scene. Additional help will be requested by the senior paid officer at the scene. The Volunteer engines are as follows:

Engines: 4 - 5 - 7 - 8 - Ladder 8

SECTION 2: When a Volunteer engine is called in for standby at either Company #1 or Company #2 quarters and if such standby lasts for more than one-half (1/2) hour, an additional officer and three (3) men from the off-duty shift will be called in.

SECTION 3: All Call-Back will be taken from the Off-Duty Shifts.

SECTION 4: There shall be no smoking in any fire station in the Town of Wallingford.

SECTION 5: a) Employees who may be required to attend Superior Court or meet with court officials for Fire Department business during their off-duty hours shall be paid by the Town, in addition to any fees paid by the state, the prevailing hourly rate of pay for each hour, or portion thereof, so spent in court, in accordance with Article 21, Section 1.

b) Time spent in court shall be recorded on such days that appearances are made in court on court letterhead, which shall be confirmed by the signature of a court official and recorded in the Fire Department payroll division.

SECTION 6: Whenever an employee misses his normal workshift for demanded service on any state or federal jury, he/she shall be compensated the difference between the employee's regular straight time pay and payment received from the state or federal government for this service. The employee shall submit proof of payment from the paying agency.

IAFF Local 1326 [2003-06]

When employees who are serving on jury duty are not required to serve a full day, he/she shall report back to duty. Failure of the employee to return to work shall result in the employee receiving payment from the Court only. If the employee is excused from jury duty not later than three (3) hours prior to the end of his shift, the employee shall return to duty.

SECTION 7: All new personnel hired after January 1, 1994 shall be non-smokers and shall remain non-smokers for the duration of their employment.

SECTION 8: For the purpose of this document, any reference to personal pronouns shall be considered non-gender specific.

ARTICLE 31 MILITARY LEAVE

SECTION 1: Employees who leave the department for military service and who report back within ninety (90) days of their date of discharge shall be reinstated as provided in the Universal Military Training Act and receive seniority credit for the length of their military service, not to exceed one (1) voluntary enlistment.

SECTION 2: Employees in the National Guard or Military Reserve must supply the Department with the date for annual leave and payroll information at least two weeks prior to such leave.

ARTICLE 32 EMERGENCY MEDICAL SERVICES PARAMEDIC PROGRAM

SECTION 1: If the Town of Wallingford elects to provide a Paramedic Service and if the funding is provided by the Legislative body of the Town, the following conditions will apply to those employees designated to become Paramedics: The Town of Wallingford provides an emergency medical services program under the following provisions:

- a) Employees assigned to the Paramedic program shall receive straight-time pay for training time spent at Paramedic school and for time spent at the hospital.
- b) Employees assigned to the Paramedic program shall receive straight-time pay for time spent riding an ambulance, other than a Wallingford ambulance, for training purposes if the employee was scheduled to work. If the employee was not scheduled to work, he shall be paid for said ambulance riding at the rate of one and one-half (1-1/2) pay.
- c) Employees assigned to the Paramedic program shall make a five (5) year commitment to the program. Employees hired after July 1, 1999 shall make a ten (10) ~~ten (10)~~ year commitment to the program. After paramedics have fulfilled their initial five (5) year or ten (10) year commitments to the program, they shall notify the Chief in writing of their intention to participate further in the program. Commitment past the initial five (5) year or ten (10) year years shall be in 2-year increments.

IAFF Local 1326 [2003-06]

- d) On November 1, a two thousand five hundred dollar (\$2,500) bonus shall be paid to each paramedic assigned to the paramedic program. If an employee has not served a complete year (Nov. 1 - Oct. 31) in the program as of November 1, the bonus shall be prorated for the time actually served. Effective July 1, 2004, this bonus payment shall increase to two thousand seven hundred fifty dollars (\$2,750). Effective July 1, 2005, this bonus payment shall increase to three thousand dollars (\$3,000).
- e) On November 1, a seven hundred fifty dollar (\$750) bonus shall be paid to each member who has maintained an EMT certification during the previous year (Nov. 1 - Oct. 31). Employees shall be required to maintain their EMT certification for a period of ten (10) years. If an employee has not served a complete year (Nov. 1 - Oct. 31) in the program as of November 1, the bonus shall be prorated for the time actually served. Employees hired after July 1, 2003 shall maintain EMT certification for the duration of their employment. Effective July 1, 2004 this bonus payment shall increase to eight hundred seventy-five dollars (\$875). Effective July 1, 2005, this bonus payment shall increase to one thousand dollars (\$1,000).
- f) On November 1, a bonus of two hundred fifty dollars (\$250) shall be paid to each employee who has maintained an MRT certification during the previous year (Nov. 1 - Oct. 31). If an employee has not served a complete year (Nov. 1 - Oct. 31) in the program as of November 1, the bonus shall be prorated for the time actually served. By July 1, 2002, each bargaining unit member, except for the Fire Inspector and Deputy Fire Marshal, shall possess and shall maintain, as a minimum certification, the MRT certification. Effective July 1, 2004, this bonus payment shall increase to three hundred twenty-five dollars (\$325). Effective July 1, 2005, this bonus payment shall increase to four hundred dollars (\$400).
- g) Employees shall receive bonuses for their highest certification only. If any bonus payment date has been changed to a later date within a calendar year, for example, July 1 to November 1, any bonus otherwise due shall be prorated for such period of time.
- h) The Town will provide for certification and recertification of all members in the EMS Division, paramedics, EMT and MRT. Employees in the Fire Prevention Bureau who maintain an EMT or MRT certification shall receive the applicable bonus payment stated in subsection (f) or (g) of this section as the case may be. Employees in the Fire Prevention Bureau who maintain a paramedic certification shall be receive a bonus payment up to the EMT level only.
- i) EMT's or Paramedics who have fulfilled their ten-year contractual commitment and wish to retain their EMT certification or Paramedic Licensure and Medical Control without being assigned to the medic unit, may do so without by being assigned to the medic unit: first responder units.

ARTICLE 33

DRUG AND ALCOHOL TESTING

SECTION 1: The Town may, upon reasonable suspicion that an employee is under the influence of drugs or alcohol, which adversely affects or could adversely affect such employee's job performance, require an employee to submit to a substance abuse examination at the Town's expense. Specimen collection and testing shall occur at medical facilities and laboratories that fully comply with Federal Register 49 CFR 40 Procedures for Transportation Workplace Drug Testing Programs; Interim Final Rule November 21, 1988 and Federal Register 49 CFR 40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs and Proposed Model Specification for Screening Devices to Measure Alcohol in Bodily Fluids dated February 15, 1994. All specimen testing will be done at a Substance Abuse Mental Health Services Administration approved lab. The Town acknowledges that it is not instituting a random drug test program at this time.

SECTION 2: Reasonable suspicion may include observations, such as, but not limited to glazed eyes, smell of alcohol or drugs, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc. If any employee refuses substance testing, then he shall be subject to discipline including termination.

SECTION 3: Any charges resulting from an employee's first positive substance/alcohol test result shall be held in abeyance until successful completion of a rehabilitation program which the employee elects to attend and enters within seventy-two (72) hours of the test result. If the tested employee successfully completes a rehabilitation program and no further substance/alcohol related incidents occur within three (3) years from the date of the first instance, then all records of treatment and substance abuse testing shall be retired to a closed medical file. The employee will be given a fresh start with a clean administrative record as to substances. If the employee successfully completes the program, he shall be returned to active status without reduction in pay, grade or seniority. This paragraph shall not restrict or limit any charges brought against the individual for either a second substance/alcohol abuse offense or for any acts of behavior of the individual while performing his duties. In the event of a second positive substance/alcohol test result within three (3) years from the date of the first instance, an employee shall be subject to discipline including termination.

SECTION 4: Absent specific written consent of the employee, the results of such examination shall be available only to the Chief, the Director of Personnel and the employee. If the employee raises any issue in any forum regarding his/her substance abuse status or the examination requirement or the process itself, the Town may disclose such results to any hearing officer(s).

SECTION 5: When it is determined that an employee will be tested, notice of the same will be provided to the Union. This provision of notice shall in no way delay the testing process. Within 24 hours after scheduling such examination, the employee shall be provided with a written statement listing the specific grounds which gave rise for the reasonable suspicion that job performance may be adversely affected. Test results shall be supplied to the Chief and the employee tested as soon as available (if possible within 48 hours). If the test is positive, the employee may request a retest.

IAFF Local 1326 [2003-06]

The tested employee shall be suspended with pay while awaiting the first test results.

SECTION 6: Specimen collection for drugs and Breathalyzer testing for alcohol will occur on the Fire Department premises providing it occurs in compliance with all other components of Article 33 of the Labor Agreement.

**ARTICLE 34
DURATION**

This Agreement shall be effective upon signing ~~from the day of its award in Case No. 9899-MBA-217, and shall extend through June 30, 2003-2006. except that salary rates shall be effective and retroactive as specified in Article 20.~~ Either party wishing to terminate, amend or modify such contract must so notify the other party in writing no more than one hundred and eighty (180) days nor less than one hundred and fifty (150) days prior to each such expiration date. Within five (5) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union negotiation committee for the purpose of discussing such amendment, modification or termination.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this _____ day of _____ 1999 2003.

FOR: THE TOWN OF WALLINGFORD

By: _____ Date:
Mayor

By: _____ Date:
Personnel Director

By: _____ Date:
Witness

FOR: LOCAL 1326 INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO

By: _____ Date:
Staff Representative

By: _____ Date:
Witness

By: _____ Date: