

ORIGINAL
(BLUE)

AGREEMENT

BETWEEN

THE TOWN OF VERNON

and

**THE POLICE CIVILIAN EMPLOYEES
REPRESENTED BY UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA, U.E. 222, CONNECTICUT
INDEPENDENT LABOR UNION, CILU LOCAL #47**

July 1, 2006 through June 30, 2011

ALPHABETICAL INDEX

POLICE CIVILIAN CONTRACT 2006 TO 2011

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ARTICLE XV - PERFECT ATTENDANCE

Section A

Each employee who works three (3) consecutive calendar months without the use of any sick time shall be entitled to one (1) perfect attendance day.

Any forty (40) hour per week employee who has three (3) months of continuous service who has not used more than seven (7) hours of sick time shall receive one (1) earned day.

Any thirty-five (35) hour per week employee who has three (3) months of continuous service who has not used more than six (6) hours of sick time shall receive one (1) earned day.

The total days that he/she may accumulate shall be four (4) in one (1) year and the employee must take this time within that year or it will be given back to the Town. The employee may take this time at his/her request with the approval of the Chief of Police.

Section B

Perfect attendance days may be used by mutual agreement between the employee and his/her supervisor. Agreement will not be unreasonably withheld. The employee must, however, utilize such days within one (1) year or the day will be given back to the Town.

Section C

Vacation, holidays, leave under Workers' Compensation and perfect attendance days shall not interrupt a consecutive calendar month worked.

ARTICLE XVI - SICK LEAVE

Section A

All employees will be granted leave of absence with pay to be deducted from his/her accumulated sick leave allowance:

1. for absence resulting from illness or injury except where directly traceable to employment with an employer other than the Town;
2. for medical, dental, or eye examination or treatment for which arrangements cannot be made outside of regular working hours;
3. when his/her presence on duty will expose others to a serious contagious disease, or if quarantined due to contagious disease of another person or persons: and,

4. in the event of critical illness or severe injury to a member of the employee's immediate family creating an emergency which requires the attendance or assistance of the employee (a medical certificate may be required after two (2) days).
5. In the event that an employee requests sick leave after commencing his/her shift, the employee will be paid for all hours worked and sick leave will be deducted in one (1) hour increments for the remainder of the shift.

Section B

Sick leave allowance shall be earned by each employee at the rate of one (1) day for each full calendar month of service. Such employee, upon hiring, shall receive a reserve of six (6) days of sick leave credit, any unused portion of which shall be added to any allowance earned during this Agreement.

Section C

Beginning 07/01/00 all unused sick leave may be accumulated beyond one hundred eighty (180) days. Sick days accumulated beyond one hundred eighty days (180) may be used by the employee for his or her own illness but will not be paid for or become the basis for compensation when the employee leaves the employ of Town of Vernon.

Section D

Sick leave earned in any month of service shall be available at any time during any subsequent month.

Section E

Sick leave shall continue to accumulate during leaves of absence with pay and during time an employee is on authorized sick leave or vacation time.

Section F

1. A doctor's certificate may be required for submission to the Chief of Police for a period of absence consisting of more than three (3) consecutive working days.
2. Nothing herein shall preclude the Chief of Police from requesting a doctor's certificate when the Chief of Police has a good faith reason to suspect an abuse of sick leave.

3. If sick leave is being abused as determined by the Chief of Police, the Chief of Police shall counsel the employee. If, after an employee is counseled, and abuse of sick leave continues, the employee will receive a written reprimand that will outline the disciplinary steps to be taken if further sick leave abuse continues. An employee may be required to provide a doctor's certificate to verify the legitimacy of illness for which sick leave is claimed for a period of one (1) year.
4. An employee will not be paid compensation for personal time used in obtaining doctor's certificates which are required pursuant to the provisions of this Section.

Section G

1. An employee, upon retirement or in the event of death, shall receive on the basis of his/her current wages, full compensation for any unused accumulated sick leave to a maximum of one hundred-eighty (180) days as severance pay.
2. An employee who terminates his/her employment with the Vernon Police Department in good standing shall be paid for fifty percent (50 %) of all sick time accumulated to a maximum of one hundred-eighty (180) days.
3. An employee who has completed twenty (20) years of service with the Vernon Police Department in good standing and terminates his/her employment or elects early retirement will be paid seventy-five percent (75%) of all sick time accumulated to a maximum of one hundred-eighty (180) days.
4. New employees hired after March 1, 1998, may accumulate up to ninety (90) sick days, and will be paid up to a maximum of thirty (30) days of accumulated leave at their current rate upon their (a) death; (b) retiring on his/her normal retirement date; or (c) after ten years of service and separation of employment with the Town of Vernon in good standing.

ARTICLE XVII- LEAVE PROVISIONS

Section A - Personal Leave

Each employee shall be entitled to four (4) days per fiscal year to be used to attend to any personal business the employee deems necessary. The employee may take this time at his/her request with approval of the Chief of Police or his/her designee. Such leave shall not be unreasonably denied and which must be taken in year or lost, i.e. cannot be carried over year to year.

Section B - Bereavement Leave

1. Three (3) days for immediate family, including parent, sibling, spouse, child, mother-in-law or father-in-law. Only one (1) day shall be available if the employee is not attending the funeral.
2. One (1) day for grandchild, grandparent, brother-in-law, sister-in-law, aunt, uncle, niece or nephew of the employee or the employee's spouse if the employee attends the funeral.

Section C - Union Leave

1. Two (2) members from different wage groups in the bargaining unit shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances when such meetings take place at a time during which such member is scheduled to be on duty, at each step of the grievance procedure through arbitration.
2. The Union shall have the right to have one (1) member per wage group as its negotiating committee present for all negotiation meetings. When such meetings take place at a time during which such member is scheduled to work, he/she will be granted leave from his/her duties with full pay for such meetings.
3. Union officers and/or delegates of the local Union shall be given time off to conduct union business and to attend officially sponsored meetings, conferences or conventions without the loss of pay, providing that at no time shall more than two (2) employees of the Department be granted this privilege without loss of pay, the total of which shall not exceed forty (40) hours during any year. The minimum allowance of time off for the purpose of this Section shall be three (3) hours. The Union agrees to give reasonable notice to the Town of intention to be absent from work and both parties agree that time off will be allowed only after considering the manpower needs of the Police Department.

Section D - Jury Leave

Any employee called to jury duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Town with a notice to service in evidence of attendance. The Town may request exclusion for any employee who has received notification of jury duty.

Section E - Military Leave

Military leave shall be granted, not to exceed two (2) weeks, to permanent employees when required to serve on active reserve or on National Guard duty. During this period, the employee shall be paid the difference, if any, between his/her regular police pay and military pay. Time on military leave shall be included in computing seniority earned in the Town's service. Copies of orders for active duty shall be supplied to the department head.

Section F – Maternity Leave

Maternity leave shall be granted under FMLA. Such leave shall begin at a time determined by the employee's personal physician. The employee may choose to take all or part of this leave with use of vacation, sick time or paid personal time, or may choose to take all or part of this leave without pay. However, if a full twelve (12) weeks of time is taken, an employee is not eligible to take vacation time for thirty (30) days upon return.

ARTICLE XVIII – LONGEVITY

Section A

All full-time employees shall receive longevity compensation once annually in the pay period containing the anniversary date of employment in the following amounts:

Years of Service	Longevity Compensation
Ten (10) years but less than fifteen (15) years	\$225.00
Fifteen (15) years but less than twenty (20) years	\$300.00
Twenty (20) years or more	\$375.00

Section B

Longevity payments will be paid on the anniversary date or the November 15th following the anniversary date at the choice of the employee. All regular part-time employees shall receive longevity compensation once annually on the first payday in December based on the preceding schedule on a pro rata basis.

ARTICLE XIX - WORKERS' COMPENSATION

Section A

Employees who are absent from duty due to illness or accident for which they are entitled to compensation under the Workers' Compensation Act shall not be charged sick time.

Section B

An employee who is entitled to compensation under the Workers' Compensation Act shall receive compensation from the Town in an amount which, when added to workers' compensation payments received, shall provide him/her with compensation equal to his/her regular pay for a period not to exceed six (6) months.

Section C

Said amount shall be payable by the Town at the time workers' compensation benefits are paid. The Town may, however, at its discretion pay an employee his/her full compensation from the date an injury or illness commenced, provided that the employee involved shall make the Town whole by endorsing over to the Town any workers' compensation checks he/she receives for which he/she has already received the money, provided further that if it is eventually determined that the employee is not entitled to workers' compensation benefits, the employee shall make the Town whole for all monies received.

ARTICLE XX - GENERAL PROVISIONS

Section A

The Town shall provide, upon employment, a copy of this Agreement to each new employee and, upon request, to each current employee. No employee, however, shall receive more than one (1) copy during the life of the Agreement.

Section B

If an Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section C

There shall be no alteration, variation or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Nothing in this Section shall be considered to expand either party's legal obligation to commence midterm negotiations on any subject, whether or not it is covered by this Agreement.

Section D

If there is any previously adopted policy, rule or regulation of the Town which is in conflict with any provision of this Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section E

When an employee is required to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at the applicable IRS mileage rate of reimbursement.

Section F

Any employee taking college and/or university course(s) which, in the judgment of the Chief of Police, directly relate to the current work assignments of the employee shall be eligible to be reimbursed for seventy-five percent (75 %) of the cost of the tuition and fees required for the course(s) up to an amount totaling, but not to exceed, \$1,000.00, and limited to undergraduate course work only, provided that the college and/or university and the course(s) are approved in advance in writing by the Chief of Police and that employee receives a 2.0 grade point average or a grade of "C" or better in approved undergraduate course(s). Notification of intent to take such course(s) and requests for approval must be made with enough advance notice so that funds may be properly budgeted.

Section G

In the event that dispatching work is subcontracted, the Town shall notify the Union in advance of such change and negotiations will commence over the impact, if any, of the subcontracting.

Section H

Any employee who is required by the Town to attend any training or any conferences shall, with prior written approval of the Chief, be reimbursed for travel costs, seminar/conference costs, lodging and meals.

Section I

The Town and the Union shall cooperate in matters of safety, health and sanitation affecting the employees.

Section J

All employees shall be protected under the provisions of the Connecticut General Statutes Section 7-465, as it may be amended from time to time.

Section K

The Town shall make the pay period weekly, beginning with the effective date of this contract. Credit Union deductions shall also be made weekly.

Section L

Any charge or complaint by a member of the public which is made against the bargaining unit employee will be investigated by the Chief of Police or his/her designee within twenty-four (24) hours, if possible, when presented in writing and sworn and signed by the complainant. If, after an investigation, the Chief or his/her designee determines that there is probable cause to the charge or complaint, the Union and the employee involved shall be apprised of the facts alleged and be given an opportunity to respond. Employees shall be entitled to all their rights under Article IX, Discipline, except under unusual circumstances.

Section M

1. Public Safety Telecommunicators shall receive a uniform clothing allowance of two hundred fifty dollars (\$250.00) per year. Upon hire, an additional draw equal to two hundred dollars (\$200.00) will be granted a new Public Safety Telecommunicator to purchase required clothing.
2. The Town agrees to pay the cost of cleaning of uniforms for Public Safety Telecommunicators, not to exceed the following:
 - a. five (5) shirts per week;
 - b. two (2) pairs of trousers per week;
 - c. three (3) sweaters per year;
 - d. one (1) set of coveralls per week.

Section N - Bulletin Boards

1. The Town agrees to designate board space which may be used by the Union for the following notices:
 - a. notice of union meetings;
 - b. notices of local union elections and the results, where they pertain to the employees;
 - c. notices of union recreation and social events.
2. A copy of said notices shall be furnished to the Chief of Police Prior to posting.

Section O - Access to Premises

The Union's business representative may be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department or interrupt the performance of any employees.

Section P

Employees in the bargaining unit will be evaluated annually by the Chief of Police or his designee and such evaluation will not be used as the sole basis for disciplinary action toward the employer.

Section Q

Public Safety Telecommunicators may receive additional non-mandatory training at the discretion of the Chief of Police.

ARTICLE XXI - DURATION

This Agreement shall be effective upon signing and shall continue and remain in full force and effect through June 30, 2011. Said Agreement shall automatically be renewed and shall continue in force and effect for additional periods of one (1) year unless either the Town or the Union, not later than January 1, 2011, gives written notice to the other of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement.

Signed this 1st day of February, 2007 at Vernon, Connecticut.

For the Town of Vernon

For the Union



Christopher Clark
Town Administrator



John Lambiase
U.E. Local 222



Daniel P. Sullivan
Human Resources Director



Paul M. Smith
Union President

APPENDIX A

Police Civilian Employees Wage Schedule 3%

GWI FY 2006/2007

POLICE RECORDS CLERK (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$15.09	\$528.15	\$27,463.80
2	\$15.60	\$546.00	\$28,392.00
3	\$16.15	\$565.25	\$29,393.00
4	\$16.69	\$584.15	\$30,375.80
5	\$17.26	\$604.10	\$31,413.20

POLICE RECORDS SUPERVISOR (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$18.07	\$632.45	\$32,887.40
2	\$18.73	\$655.55	\$34,088.60
3	\$19.36	\$677.60	\$35,235.20
4	\$20.03	\$701.05	\$36,454.60
5	\$20.71	\$724.85	\$37,692.20

PUBLIC SAFETY TELECOMMUNICATOR (40 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$20.53	\$821.20	\$42,702.40
2	\$21.18	\$847.20	\$44,054.40
3	\$21.91	\$876.40	\$45,572.80
4	\$22.69	\$907.60	\$47,195.20
5	\$23.40	\$936.00	\$48,672.00

EVIDENCE TECHNICIA (19 Hour Week)		
HOURLY	WEEKLY	YEARLY
\$18.84	\$357.96	\$18,613.92

APPENDIX A
Police Civilian Employees Wage Schedule
3% GWI FY 2007/2008

POLICE RECORDS CLERK (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$15.54	\$543.90	\$28,282.80
2	\$16.07	\$562.45	\$29,247.40
3	\$16.63	\$582.05	\$30,266.60
4	\$17.19	\$601.65	\$31,285.80
5	\$17.78	\$622.30	\$32,359.60

POLICE RECORDS SUPERVISOR (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$18.61	\$651.35	\$33,870.20
2	\$19.29	\$675.15	\$35,107.80
3	\$19.94	\$697.90	\$36,290.80
4	\$20.63	\$722.05	\$37,546.60
5	\$21.33	\$746.55	\$38,820.60

PUBLIC SAFETY TELECOMMUNICATOR (40 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$21.15	\$846.00	\$43,992.00
2	\$21.82	\$872.80	\$45,385.60
3	\$22.57	\$902.80	\$46,945.60
4	\$23.37	\$934.80	\$48,609.60
5	\$24.10	\$964.00	\$50,128.00

EVIDENCE TECHNICIA (19 Hour Week)			
	HOURLY	WEEKLY	YEARLY
	\$19.41	\$368.79	\$19,177.08

APPENDIX A

Police Civilian Employees Wage Schedule

3% GWI FY 2008/2009

POLICE RECORDS CLERK (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$16.01	\$560.35	\$29,138.20
2	\$16.55	\$579.25	\$30,121.00
3	\$17.13	\$599.55	\$31,176.60
4	\$17.71	\$619.85	\$32,232.20
5	\$18.31	\$640.85	\$33,324.20

POLICE RECORDS SUPERVISOR (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$19.17	\$670.95	\$34,889.40
2	\$19.87	\$695.45	\$36,163.40
3	\$20.54	\$718.90	\$37,382.80
4	\$21.25	\$743.75	\$38,675.00
5	\$21.97	\$768.95	\$39,985.40

PUBLIC SAFETY TELECOMMUNICATOR (40 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$21.78	\$871.20	\$45,302.40
2	\$22.47	\$898.80	\$46,737.60
3	\$23.25	\$930.00	\$48,360.00
4	\$24.07	\$962.80	\$50,065.60
5	\$24.82	\$992.80	\$51,625.60

EVIDENCE TECHNICIA (19 Hour Week)		
HOURLY	WEEKLY	YEARLY
\$19.99	\$379.81	\$19,750.12

APPENDIX A

Police Civilian Employees Wage Schedule

3.5% GWI FY 2009/2010

POLICE RECORDS CLERK (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$16.57	\$579.95	\$30,157.40
2	\$17.13	\$599.55	\$31,176.60
3	\$17.73	\$620.55	\$32,268.60
4	\$18.33	\$641.55	\$33,360.60
5	\$18.95	\$663.25	\$34,489.00

POLICE RECORDS SUPERVISOR (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$19.84	\$694.40	\$36,108.80
2	\$20.57	\$719.95	\$37,437.40
3	\$21.26	\$744.10	\$38,693.20
4	\$21.99	\$769.65	\$40,021.80
5	\$22.74	\$795.90	\$41,386.80

PUBLIC SAFETY TELECOMMUNICATOR (40 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$22.54	\$901.60	\$46,883.20
2	\$23.26	\$930.40	\$48,380.80
3	\$24.06	\$962.40	\$50,044.80
4	\$24.91	\$996.40	\$51,812.80
5	\$25.69	\$1,027.60	\$53,435.20

EVIDENCE TECHNICIA (19 Hour Week)		
HOURLY	WEEKLY	YEARLY
\$20.69	\$393.11	\$20,441.72

APPENDIX A

Police Civilian Employees Wage Schedule 3.5%

GW FY 2010/2011

POLICE RECORDS CLERK (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$17.15	\$600.25	\$31,213.00
2	\$17.73	\$620.55	\$32,268.60
3	\$18.35	\$642.25	\$33,397.00
4	\$18.97	\$663.95	\$34,525.40
5	\$19.61	\$686.35	\$35,690.20

POLICE RECORDS SUPERVISOR (35 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$20.53	\$718.55	\$37,364.60
2	\$21.29	\$745.15	\$38,747.80
3	\$22.00	\$770.00	\$40,040.00
4	\$22.76	\$796.60	\$41,423.20
5	\$23.54	\$823.90	\$42,842.80

PUBLIC SAFETY TELECOMMUNICATOR (40 Hour Week)			
STEPS	HOURLY	WEEKLY	YEARLY
1	\$23.33	\$933.20	\$48,526.40
2	\$24.07	\$962.80	\$50,065.60
3	\$24.90	\$996.00	\$51,792.00
4	\$25.78	\$1,031.20	\$53,622.40
5	\$26.59	\$1,063.60	\$55,307.20

EVIDENCE TECHNICIA (19 Hour Week)		
HOURLY	WEEKLY	YEARLY
\$21.41	\$406.79	\$21,153.08

Town of Vernon

POLICE RECORDS CLERK

CLASS CODE: 3321

Effective Date:

BARGAINING UNIT: Police Civilian

SALARY GROUP: 1

July 1, 2000

SUMMARY: Performs administrative work at a skilled, confidential and responsible level for the Vernon Police Department.

SUPERVISION RECEIVED: Is supervised by the Police Records Supervisor, Desk Sergeant, or other assigned Police Officer.

SUPERVISION EXERCISED: None. May assist with the training of new employees.

EXAMPLES OF DUTIES: Performs general clerical assignments in the functional areas of payroll, attendance reporting, criminal and motor vehicle accident records, and related administrative records, prepares weekly payrolls for police personnel; performs mathematical computations as required; enters data into criminal history files from complaint cards and other information; enters data, retrieves and organizes information from criminal history files for transmittal to court or other law enforcement agencies; provides criminal, accident and other information to authorized persons, including attorneys, insurance agencies and the public, types letters and reports from rough draft, issues permits and receives fees; performs clerical work such as posting, filing, tabulating, checking calculating, or completing forms; may code and verify material for entry into automated record systems or paper files; Provides records information and walk-in service to the public; does research and prepares reports of records data. Performs other duties as required.

MINIMUM QUALIFICATIONS REQUIRED

KNOWLEDGE, SKILL AND ABILITY: Requires knowledge of and the ability to use basic computer programs; the ability to compose routine correspondence and reports and to collect and organize information as required; ability to type with speed and precision; ability to learn the rules, regulations and activities of the assigned unit; ability to accurately process paperwork, maintain the filing system and to keep accurate records; ability to get along with employees, supervisors, and the general public; the ability to provide information in a clear and concise manner; thoroughness and dependability in perform assignments.

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POLICE RECORDS CLERK

July 1, 2000

EXPERIENCE AND TRAINING: Requires graduation from high school and one (1) year of responsible secretarial or office administrative work, or an equivalent combination.

Physical Exertion and Environmental Conditions: Work is performed in an office with no heavy lifting. The Police Department is a smoke-free environment. Smoke breaks are not accommodated. Police Officers who work at this department are required to be non-smokers upon hire.

Historical Record:

This job description has a new format and title and replaces the existing title of Secretary/Records Clerk in salary group 1 in effect until June 30, 2000. This change was agreed to according to the Memorandum of Understanding of contract changes signed on June 14, 2000. (Typed in January of 2003)

CLERK/Job Description file

Town of Vernon

EVIDENCE TECHNICIAN

CLASS CODE: 3351

Department: Police

BARG UNIT: Police Civilian Employees

Effective Date:

SALARY GROUP: Hourly

November 1, 1999

PURPOSE AND GUIDELINES:

This position is the property custodian for all property and evidence accepted by the Police Department

SUPERVISION RECEIVED:

Receives written and oral instructions from the Police Captain or designee.

SUPERVISION EXERCISED: None

EXAMPLES OF DUTIES:

This position is responsible for receiving, processing, collecting, and maintaining property and evidence and maintaining all necessary records using appropriate paper and electronic records; acts as liaison with the Connecticut State Police Forensic Lab, the Connecticut Toxicology Lab, the Office of the Chief Medical Examiner and the Judicial System; may testify in court; complies with all court orders regarding the disposition of evidence and other property; assists in the budget process for this area; attends conferences and workshops as necessary; may collect and process evidence; performs other related duties.

MINIMUM QUALIFICATIONS REQUIRED

KNOWLEDGE, SKILL AND ABILITY

Knowledge of law enforcement practices relating to property and evidence; the ability to operate standard office machines including computers, and the ability to move and carry large and heavy objects.

EXPERIENCE AND TRAINING:

This position requires two years of police experience or an equivalent combination of education and experience. Substitutions Allowed: College education in related areas may be substituted on the basis of 15 semester hours equaling 6 months of experience.

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EVIDENCE TECHNICIAN

November 1, 1999

Special Requirements: Must have a valid motor vehicle operator's license and be able to pass a background and security check.

Historical Record:

This job description was established effective November 1, 1999.

EVIDTECH

Town of Vernon

PUBLIC SAFETY TELECOMMUNICATOR

CLASS CODE: 3321

Effective Date:

BARGAINING UNIT: Police Civilian

SALARY GROUP: Chart

July 1, 2003

SUMMARY: Performs responsible dispatch services for emergency services and records, inputs, retrieves and transmits information.

SUPERVISION RECEIVED: Receives oral instructions from Lieutenant or Sergeant acting as shift commander.

SUPERVISION EXERCISED: None.

EXAMPLES OF DUTIES: Receives and transmits emergency and administrative messages over a police, fire, and medical emergency communications system; receives telephone calls for police, fire and medical emergency services and other telephone calls for police and general information, and routes calls to proper personnel; dispatches police vehicles by radio, receives and transmits orders and instructions using appropriate code language to police officers at the scene of an emergency, and dispatches back-up units to provide adequate coverage to other areas; forwards fire and medical emergency calls to Tolland County Mutual Aid dispatch center; provides backup system to dispatch center; dispatches police vehicle to emergency medical call, notifies ambulance service to respond; uses computer terminal to input, retrieve, and transmit information from National Crime Information Center (NCIC) and internal computer system; receives and transmits information from state motor vehicle files; monitors a computerized business and private home security system; and by an internal cable television system, monitors and controls entrance ways, cell blocks, and other headquarters' areas. Receives and transmits complaint calls to Animal Control Officer; routinely completes complaint cards for each call; types and maintains daily radio and auto wrecker logs; maintains and up-dates call files for alarm system and local businesses; receives after-hour business and emergency calls for Town departments; tests operating equipment; performs minor maintenance on equipment; types entries on various forms; changes tapes and maintains police tape recorder; and prepares related police reports as required. The above tasks and

PUBLIC SAFETY TELECOMMUNICATOR

Page 2

responsibilities are illustrative only. The description does not include every task or responsibility.

MINIMUM QUALIFICATIONS REQUIRED

KNOWLEDGE, SKILL AND ABILITY: Working knowledge of basic computer entry and operations and the ability to type with accuracy expected. Ability to get along with employees, supervisors, and general public required. Thoroughness and dependability in performing assignments expected.

EXPERIENCE AND TRAINING: Requires graduation from high school and some experience in communications dispatch work, with experience in emergency services dispatch work preferred, or an equivalent combination of education and experience.

Physical Exertion and Environmental Conditions: Performs duties in an office environment. Intermittent exposure to a computer screen. Some stress involved in public contact.

Historical Record:

This Job description is based on the description in effect on June 30, 2003 and is a change in format only. In January 2007 the title was changed from Public Safety Dispatcher to Public Safety Telecommunicator.

PSTelecommunicator/Job Description file 1/30/07

Town of Vernon

SUPERVISOR OF POLICE RECORDS

CLASS CODE: 3321

Effective Date:

BARGAINING UNIT: Police Civilian

SALARY GROUP: Chart

July 1, 2003

SUMMARY: Performs responsible clerical work in organizing, supervising and maintaining police record keeping, cross-filing systems, and property control. Oversees and enters and retrieves information in specific functional areas, such as criminal, motor vehicle accident, property and administrative records.

SUPERVISION RECEIVED: Receives general supervision from an assigned Supervisor.

SUPERVISION EXERCISED: Assigns work to Police Records Clerks. Provides assistance and leadership to Police Records Clerks as needed.

EXAMPLES OF DUTIES: Receives oral or written instructions from Supervisor. Plans work according to established office or standard procedure. Receives information on arrests, accidents, and investigations. Receives property related to investigations, accidents or when abandoned. Classifies, codes, and processes information and property. Enters data into electronic filing system by remote computer terminal, including criminal history files from incident reports and related information. Retrieves and organizes information from criminal history file for transmittal to court or other law enforcement agencies. Provides copies of police reports and property inventory to authorized persons, including attorneys, insurance representatives, and members of the public pursuant to state statutes and established procedures. Releases criminal history information to law enforcement agencies, and members of the public in conformance with state statutes and established procedures. Observes strict confidentiality in maintaining restricted information, files, records and property. Provides information and referral services to public regarding Department, Unit or City programs and procedures. Compiles and types statistical information for reports, including criminal activity reports to federal and state governments, specific incident activity reports, and various department

SUPERVISOR OF POLICE RECORDS

Page 2

Activity reports. Provides typing and clerical assistance to Police Officers. Performs related tasks as required. Reports work accomplished to Supervisor. Classifies and files materials such as correspondence, property, reports and technical documents. Provides information and referral services to the public regarding Department and Town services and procedures. Enters and retrieves information through a remote computer terminal. Maintains parking ticket records. Trains Police Records Clerks as necessary. Provides secretarial support to Chief of Police office. Performs receptionist duties in absence of desk officer. The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

MINIMUM QUALIFICATIONS REQUIRED KNOWLEDGE, SKILL AND ABILITY: Knowledge of basic office procedures, including filing, scheduling, posting and basic bookkeeping. Ability to apply principles of confidential record keeping to solve practical problems. Ability to follow written and oral instructions furnished in written, oral or diagrammatic form. A working knowledge of laws, regulations and police procedures. Ability to type accurately. Ability to operate data and word processing equipment. Ability to maintain accurate files and records. Ability to perform accurate mathematical computations. Ability to deal cooperatively with others. Ability to process confidential information with responsibility.

EXPERIENCE AND TRAINING: Requires a high school diploma and three years experience in general office work including two years in police records work.

Physical Exertion and Environmental Conditions: Performs duties in an office environment. Intermittent exposure to a computer screen. Some stress involved in public contact.

Historical Record:

This job description is based on the description in effect on June 30, 2003 and is a change in format only.

RecSupv/Job Description File/4/16/04

APPENDIX B

SETTLEMENT AGREEMENT

CILU, Local 47 hereby agrees that the Town may reclassify the existing Police Mechanic's position to Department of Public Works Mechanic, and the work of this position will hereafter be done by the Public Works Department. The incumbent employee Gary Vincent will be transferred into the bargaining unit representing DPW Mechanics as a permanent employee having completed his probationary period. Vincent will primarily be used on Police Department Vehicles, but will be cross trained on all DPW work and will be expected to perform such work as needed.

The Town of Vernon agrees to use its best efforts to fill a ninth Public Safety Communicator's position within sixty days of this agreement's signing. If the position is not filled the Town will continue recruitment efforts until the ninth position is filled.

Upon final execution of this agreement the Town and CILU agree to sign the new Local 47 collective bargaining agreement.

In consideration of the above, CILU agrees to the withdrawal and closing of MPP-24542.

Sam Martz
CILU 3/12/04

Gary Vincent
Gary Vincent 3/12/04

Shawn Coyne
The Town 3/12/04

Kevin Murphy
AFSCME Council 4 3/12/04

SIDE LETTER

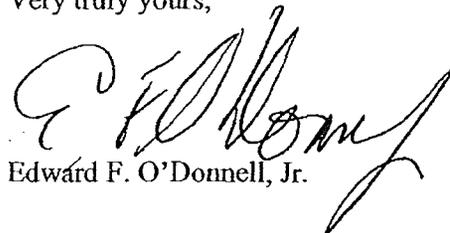
October 11, 2006

Mr. John Lambiase
Field Organizer
United Electrical, Radio and Machine Workers of America
UE Local 222, CILU/CIPU, CILU #47
36B Kreiger Lane
P. O. Box 938
Glastonbury, CT 06033

Dear John:

The employer will review and make appropriate changes if any to the records personnel job description. The Union will not grieve or arbitrate the employer's refusal to make any such changes.

Very truly yours,



Edward F. O'Donnell, Jr.

EFO/so

SIDE LETTER

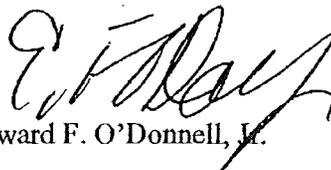
Mr. John Lambiase
Field Organizer
United Electrical, Radio and Machine Workers of America
U.E. Local 222, CILU/CIPU, CILU #47
36B Kreiger Lane
P. O. Box 938
Glastonbury, CT 06033

Re: Sick Day Bank

Dear John:

The Chief of Police at his/her discretion may permit a police employee to donate sick days to a member of this bargaining unit who has exhausted all paid benefit times and has been employed by the Vernon Police Department for at least two (2) years. Donated sick time may only be used for disability or catastrophic illness. The decision by the Chief of Police whether to grant or deny such request is not subject to the grievance/arbitration provisions of the bargaining agreement between the parties. Any donated time remaining after an employee is eligible to return to work will be returned to the person that donated it.

Very truly yours,



Edward F. O'Donnell, Jr.

SIDE LETTER

Mr. John Lambiase
Field Organizer
United Electrical, Radio and Machine Workers of America
U.E. Local 222, CILU/CIPU, CILU #47
36B Kreiger Lane
P. O. Box 938
Glastonbury, CT 06033

Re: Grandfathered Employees – Article XIV

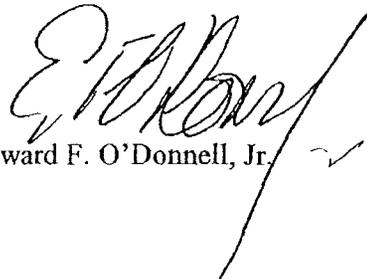
Dear John:

Listed below are the grandfathered employees referenced under Article XIV – Insurance and Pension, Section E:

Grandfathered Employees

Hammick \$1,500
Carlton \$1,700
Carson \$4,100
Patricia \$4,100

Very truly yours,



Edward F. O'Donnell, Jr.

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ALPHABETICAL INDEX

POLICE CIVILIAN CONTRACT 2006 TO 2011

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ARTICLE I - PREAMBLE

This Agreement between the TOWN OF VERNON (hereinafter "Town") and UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, U.E. 222, CONNECTICUT INDEPENDENT LABOR UNION, CILU LOCAL #47 (hereinafter "Union") has as its purpose the promotion of harmonious relations between the Town and the Union and the establishment of an equitable and peaceful procedure for the negotiation of wages, hours and other conditions of employment.

ARTICLE II - RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all civilian employees of the Police Department who work more than one hundred-twenty (120) calendar days in any calendar year, including Police Records Clerks, Public Safety Telecommunicators, Supervisor of Police Records, and Evidence Technician, excluding the Secretary to the Chief and all others excluded by the Municipal Employees Relations Act.

ARTICLE III- NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination because of race, color, religion, age, sex or national origin.

ARTICLE IV - EMPLOYEE RIGHTS AND REPRESENTATION

Section A

Employees have and shall be protected in the exercise of the right without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of Union officer or representative.

Section B - Union Security

All present employees and all employees hired after the date this Agreement is signed shall, as a condition of employment, become and remain members of the Union within thirty (30) calendar days after this Agreement is signed or pay an agency fee in accordance with the law after their date of hire, whichever is applicable.

Section C - Dues and Agency Fee Deductions

The Town agrees to deduct union membership dues or an agency fee once each week from the pay of those employees who individually and in writing authorize such deductions. The amount to be deducted shall be certified to the Town by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made. The Union agrees to hold the Town

harmless from damages arising from the making of authorized deductions. These deductions will be made on the same payday as specified by the Town and agreed to by the Union.

ARTICLE V - MANAGEMENT RIGHTS

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town, pursuant to any charter, general or special statute, ordinance, regulation or other lawful provision, over the complete operations, practices, procedures and regulations with respect to employees of the Police Department, shall remain solely and exclusively in the Town, including but not limited to the following: to determine the standards of services to be offered by Police Department employees; determine the standards of selection for employment in the Police Department; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue rules and regulations affecting working conditions not specifically covered by this Agreement; enforce them and from time to time change them, provided that the reasonableness of such newly issued or changed rules or regulations shall be subject to the grievance procedure; maintain the efficiency of government operations; determine duty assignments and the number of individuals needed for specific assignments and shifts; determine work schedules and hours of work; determine the methods, means and personnel by which the Police Department's operations are to be conducted; determine the content of job classifications; prepare and utilize forms necessary to operate the Police Department; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its responsibilities to the citizens of Vernon.

ARTICLE VI - NO STRIKE

The Union agrees that all employees included in this Agreement will not collectively, concertedly or individually engage in or participate, directly or indirectly, in any strike, sympathy strike, slowdown or stoppage during the term of this Agreement. The Union further agrees that it shall make every effort to prevent such activities on the part of any employees covered by this Agreement.

ARTICLE VII – SENIORITY

Section A

Seniority, for the purpose of this Agreement, is defined as the total length of an employee's most recent period of continuous service with the Town. Employees' earned seniority will not be lost because of absence due to illness, disability, authorized leave, authorized absences or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence or layoff, but such rights will not be lost by the employee unless such leave extends beyond one calendar year.

Section B

Initial decisions of transfers and promotions are made by management and are subject to the grievance procedure. All other factors being equal, seniority will be used to determine transfers or promotions, if any, of employees. Other factors are defined to include qualifications and competence to perform the work.

Section C

A Seniority list shall be furnished to the Union upon request no more than once each year, and unless mistakes are brought to the attention of the Chief of Police within sixty (60) days, the list shall be considered conclusive.

Section D

New Public Safety Telecommunicators shall be considered probationary during their first twelve (12) months of employment. All other employees shall be considered probationary during their first nine (9) calendar months of employment. During such probationary period, the employee shall not obtain seniority rights under this Agreement and such probationary employee will be subject to discharge by the Town without recourse of access to the grievance procedure of this Agreement. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

Section E

When the Town at its discretion decides to fill any position in the bargaining unit, the Town shall post the job for one (1) week. Whenever possible, such posting shall occur before the public is informed of the position. Each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified. The senior, most qualified, employee who applies shall be given first consideration. The Town retains the right to fill positions from outside the unit in the system.

Section F

For the purpose of layoff and recall, there shall be two (2) seniority groups, Police Records Clerks and Public Safety Telecommunicators.

Section G

In the event there is a reduction in, or a proposed reduction in, the number of employees or work hours, the employee with the least seniority in the job title affected will be laid off first. The Town shall notify the Union president as soon as practicable prior to the time in which the layoff or reduction is to be effective.

Section H

Employees laid off under this Article shall have recall rights as follows:

1. The affected employee at the time of layoff shall automatically be placed on a recall list for a period of eighteen (18) months; the affected employee shall have the right to recall to the job title from which he/she was laid off if a position should become vacant.
2. No person shall be newly employed until all qualified persons on the recall list have been notified and such persons either are offered reemployment or have declined a reemployment offer. An employee who declines an offer of reemployment shall forfeit all recall rights. Failure to make written response to a recall notice within ten (10) business days of receipt of said notice shall be deemed a refusal to accept reemployment. Notification of recall shall be made by registered or certified mail to the employee's address of record.

Section I

Employees whose names are on the recall list will be notified of opportunities for full-time or regular part-time employment within the bargaining unit.

Section J

The order of layoff for employees covered by this Agreement shall be within the job title as follows:

1. Probationary employees, part-time before full-time; and
2. Within job title, full-time employees with the least seniority first.

Section K

For the Police Records Supervisor only, classification seniority shall be used to determine layoff and recall rights, overtime, transfers and promotions, and all other applicable benefits under this Contract.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section A

The purpose of the grievance procedure shall be to settle employee grievances on as low an administration level as possible.

Section B - Definition

A grievance for the purposes of this procedure shall be considered to be a grievant or union complaint concerned with:

1. Discharge, suspension or other disciplinary action.
2. Interpretation and application of rules, regulations and policies of the Police Department.
3. Matters relating to the interpretation and application of the Articles and Sections in this Agreement.

Section C - Procedure

1. Any employee may use this grievance procedure with or without Union assistance. Should a grievant process a grievance through one or more of the steps provided herein prior to seeking union aid, the Union may process the grievance from the next succeeding step following that which the employee has utilized,
2. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement. The Union shall be notified of any individually processed grievance resolution and may be present at any adjustment at the discretion of the grievant.

Informal Step - Any employee who has a grievance shall first bring the grievance to his/her immediate supervisor before processing the grievance at Step 1. The supervisor shall submit his/her decision within three (3) workdays of the initial presentation.

Step 1 - Any employee who has a grievance shall reduce the grievance to writing stating the Section or Sections of the contract alleged to be violated and the resolution sought and submit it within fifteen (15) calendar days of the decision at the informal step to the Chief of Police or his/her designee who shall use his/her best efforts to settle the dispute. The Chiefs decision shall be submitted in writing to the aggrieved employee and his/her representative, if he/she is represented, within ten (10) calendar days of receipt of the grievance.

Step 2 - If the employee and his/her representative, if represented, are not satisfied with the decision rendered, he/she or his/her representative shall submit the grievance in writing to the Town Administrator or his/her designee within seven (7) calendar days. The Town Administrator or his/her designee shall, within twelve (12) calendar days of receipt of the grievance, submit his/her decision to the employee and his/her representative, if represented.

Step 3 - If the grievance shall not have been disposed of to the satisfaction of the aggrieved and if it concerns the interpretation or application of any of the provisions of this Agreement, either party may submit it to the Connecticut State Board of Medication and Arbitration within twelve (12) calendar days, with notice to the Town, and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon the parties. The Arbitrators) shall be bound by and shall apply only the terms of the Agreement and shall not add to, delete from or modify this Agreement in any way. The Arbitrator's decision shall be in writing and in accordance with the rules and regulations of the State Board of Mediation and Arbitration. The Arbitrator(s) shall arbitrate only one grievance at a time unless grievances arise directly out of the same incident. By mutual agreement the parties can submit a representative grievance to arbitration.

Section D - Mediation

The mediation services of the State Board of Mediation and Arbitration may be used in Step Three of negotiations provided both parties mutually agree on the desirability of this service.

Section E - Meetings

If either party related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled not later than five (5) days after receipt of request.

Section F - The Union as a Complainant

The Union shall be entitled to submit grievance in the name of the Union in the same manner as is provided herein for employees. The Town may also use the grievance and arbitration procedure.

Section G - Time Extensions

Time extensions beyond those stipulated in this procedure may be arrived at by mutual written agreement by the parties concerned.

Section H - Representation

Employees in the Union shall have the right and choice of representation whenever representation is desired by either individual employees or the Union. The Town shall have the right and choice of representation whenever desired.

Section I

A grievance which arises as a result of disciplinary action taken by the Town may be filed in accordance with this Agreement at the step next above where such action was taken.

Section J

When a person, during the grievance procedure, calls upon subpoenas or otherwise summons another employee to speak, testify or otherwise be present at any step of the grievance procedure, said cost and/or wages of said employee will not be paid by the Town. Wages will be paid for:

1. the aggrieved party at all times while on duty; and
2. one additional party while on duty, as required to appear.

ARTICLE IX – DISCIPLINE

Section A

All discipline must be for just cause and shall be given in writing with the reason stated and a copy provided to the employee and the Union at the time of the suspension or discharge. All disciplinary action may be appealed through the established grievance procedure of this Agreement.

Section B

1. The nature of disciplinary action shall, to as great of an extent as possible, be corrective rather than punitive. Discipline is intended to convey to an employee the seriousness of violations of work rules, unacceptable behavior or unacceptable performance. Disciplinary actions shall, except in serious cases, be based on increasingly emphatic actions intended to assist or guide an employee in correcting job related problems.
2. Discipline may include: verbal warnings, written warnings, suspension, transfer, demotion, probation or discharge. In serious cases, the first step of the disciplinary procedure shall be commensurate with the offense.

Section C

1. Each employee shall have the right to see and review his/her personnel file no more than twice a year by appointment. The Town shall provide copies of all materials on file upon request of the employee. A reasonable charge may be applied for all copied materials. Employees may request that the Town correct, amend or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond in writing to all items in his/her personnel file. Such responses shall be made part of the file.

2. Viewing of personnel folders within the Vernon Police Department shall be limited to the Chief of Police, the Police Captain, the person assigned to administration, planning and training, and the Administrative Secretary to the Chief. Nothing in this Section shall be interpreted to restrict the rights specified in Article V of this Agreement.

Section D

Each employee shall be given copies of any evaluation reports placed in the employee's personnel file. Employees shall be required to sign for evaluations, whether they agree with the evaluation or not. This signature, however, shall only represent receipt of the evaluation form.

ARTICLE X – WAGES

Section A

Wage groups shall be as follows:

- Group I - Police Records Clerk
- Group II - Public Safety Telecommunicator
- Group III - Supervisor of Police Records
- Group IV - Evidence Technician

Section B

All members of the various classifications listed in the salary schedule of Appendix "A" shall be paid at a rate in accordance with the amount of service they have in that particular classification, except that any member advanced or promoted to a higher classification shall be paid that next highest rate of pay over that which he/she was receiving at the lower classification. Each employee shall advance in salary schedule as follows:

New hire	Start
First twelve (12) months	Step 1
After one (1) year	Step 2
After two (2) years	Step 3
After three (3) years	Step 4
After four (4) years	Step 5

Employees shall receive their increment on their anniversary date during the term of the contract.

The Chief of Police has the discretion to hire a new employee at any step on the salary schedule, provided that it is within one step of the least senior member in that classification.

Section C

The salaries shall be as reflected in Appendix A as attached hereto for July 1, 2006 (3% increase); July 1, 2007 (3.0% increase); July 1, 2008 (3.0% increase); July 1, 2009 (3.5% increase) and July 1, 2010 (3.5% increase).

Section D

Police Records Clerks

A \$200 stipend will be payable to Police Records Clerks on or about December 1st of each year of the contract.

ARTICLE XI - HOURS OF WORK AND OVERTIME

Section A

1. Public Safety Telecommunicator employees shall work a forty (40) hour week. Public Safety Telecommunicators shall work five (5) days on and two (2) days off schedule, with a one-half (1/2) hour paid lunch. Public Safety Telecommunicators shall take their lunch on the premises, except with the permission of the shift supervisor.
2. Public Safety Telecommunicators shall bid their shifts by seniority as follows:

First shift:	7: 00 a.m. to 3:00 p.m.
Second shift	3:00 p.m. to 11:00 p.m.
Third shift:	11:00 p.m. to 7:00 a.m.

Relief shifts: The Chief may, at his/her discretion with two (2) weeks notice to the Union, change the starting and ending times of relief shifts. In emergency situations, the Chief may give as little notice as forty-eight (48) hours.

3. Police Records employees shall work a thirty-five (35) hour week and shall receive one (1) hour unpaid lunch period. The hours of work will be 7:00 a.m. to 3:00 p.m. and from 8:00 a.m. to 4:00 p.m. with the number of employees assigned to each shift determined by the Chief of Police or his designee. Seniority shall govern preference in shift assignment, except if only one employee is assigned to either shift. The hours of work for all part-time Police Records Clerk employees covered by the Agreement shall be scheduled at the discretion of the Chief of Police or his designee. If there are no part-time Police Records Clerk employees available for work as a result of a vacancy or elimination of the position, the Chief of Police or his designee may allocate one Police Records Clerk employee to work from 9:00 a.m. to 5:00 p.m.

4. All employees shall receive one and one-half (1 ½) times their regular hourly rate for all work performed in excess of eight (8) hours in any day or forty (40) hours in any week, except Police Records Clerk and Supervisor of Police Records employees shall receive one and one half (1 ½) times their regularly hourly rate of pay for all work performed in excess of seven (7) hours in any day or thirty-five (35) hours in any week.
5. Supervisor of Police Records shall work a thirty-five (35) hour week and shall receive a one (1) hour unpaid lunch period. The hours of work will be 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m., whichever is designated as more beneficial to the smooth running of the Records Department as determined by the Chief of Police or his/her designee.
6. Evidence Technician shall work a nineteen (19) hour week, the hours to be determined by the Chief of Police or his/her designee, until such time as the position becomes full-time.
7. In the event the Town elects to fill a vacancy on a shift by volunteers and cannot do so, the least senior employee, within their classification, on the shift going off duty will be held over for four (4) hours and the least senior employee on the oncoming shift will be called in early four (4) hours provided that no employee will be held over or called in early for more than one (1) day consecutively unless the employee is the only person scheduled to work the affected shift.

Section B

When an employee is called to work outside regularly scheduled working hours, there shall be a four (4) hour minimum pay.

Section C

1. If an employee works their sixth (6th) day, he/she shall be paid at time and one-half (1 1/2) his/her regular hourly rate. If an employee works on their seventh (7th) day, he/she shall be paid at two (2) times his/her hourly rate.
2. If the six (6th) or seventh (7th) day is also a holiday, the employee will be paid the higher of Article XIII-Holidays, Section C or overtime in Article XI, but not both.

Section D

Overtime work shall be divided equally as far as practicable by rotation on a seniority basis within the classification requiring overtime. Bargaining unit members shall be given preference for all overtime work.

Section E

Part-time employees will not be called to work overtime unless there are no full-time employees available from that division.

Section F

Any employee who does not avail himself/herself of the opportunity to work overtime will be charged on the overtime chart as though he/she had worked.

Section G

The overtime chart shall be made available for review by employees.

Section H

There will be no pyramiding of overtime.

ARTICLE XII – VACATION

Section A

Employees shall be granted time off with pay for vacation according to the following schedule:

After six (6) months through one (1) year	five (5) working days
After one (1) year to five years	ten (10) working days
After five (5) years to ten (10) years	fifteen (15) working days
After ten (10) years to fourteen (14) years	twenty (20) working days

An employee who has completed fifteen (15) years of service shall receive one (1) additional vacation day, plus one (1) additional day of vacation for each additional year of service beyond fifteen (15) years to a maximum of twenty-five (25) days per year.

Section B

Seniority shall prevail in the selection of vacations for employees. Employees shall indicate their preference of vacation in accordance with departmental procedures. Employees not signing the vacation request list by the required time shall relinquish their right of seniority in selecting their vacation. Vacation schedules must have prior approval of the employee's immediate supervisor.

Section C

The vacation period shall be between July 1 and June 30 of each fiscal year and each employee shall be required to take their vacation during the fiscal year. An employee may petition to carry over unused vacation subject to the recommendation of the immediate supervisor and the approval of the Chief of Police. Eligible employees may carry over a maximum of five (5) earned vacation days from one year to the next and accumulate vacation leave up to the following maximum limits:

Up to but not including five (5) years of service.....	15 days
Five (5) years up to but not including twelve (12) years of service	20 days
Over twelve (12) years of service.....	25 days

Section D

Vacation time shall be taken in increments of no less than two (2) hours, provided that no overtime will be required based on the work schedule in effect when the vacation request is made.

Section E

Part-time employees shall receive vacation benefits on a pro rata basis.

Section F

If an employee dies while employed by the Town, the Town shall pay the employee's estate the accumulated vacation days.

Section G

An employee who becomes ill on vacation leave may charge such illness to sick leave for any illness which exceeds three (3) days by filing a medical certificate with the Chief.

ARTICLE XIII - HOLIDAYS

Section A

The days listed below shall be observed as paid holidays. Holidays shall be observed in accordance with the schedule observed by the Town of Vernon such that holidays falling on Saturday shall be observed preceding Friday and holidays falling on Sunday shall be observed on the following Monday, except for those holidays that shall be observed on the traditional day for Public Safety Telecommunicators as noted below:

	<u>Public Safety Telecommunicators</u>	<u>Police Records Clerks</u>
New Year's Day	January 1	Town observed
Martin Luther King, Jr. Day (Monday)	Town observed	Town observed
Lincoln's Birthday	February 12	State observed
President's Day (Monday)	Town observed	Town observed
Good Friday or Yom Kippur	Traditional	Town observed
Memorial Day (Monday)	Town observed	Town observed
Independence Day	July 4	Town observed
Labor Day (Monday)	Town observed	Town observed
Columbus Day (Monday)	Town observed	Town observed
Veteran's Day	November 11	Town observed
Thanksgiving Day (Thursday)	Traditional	Town observed
Friday following Thanksgiving Day	Town observed	Town observed
Christmas Day	December 25	Town observed

Section B

Whenever said holiday shall fall during a paid sick leave or paid vacation of an employee, said holiday(s) shall not be charged against an employee's earned vacation time or sick leave.

Section C

An employee working on a holiday listed above shall receive one and one-half (1 1/2) times his/her regular rate for the hours so worked, and in addition, receive holiday pay based upon the employee's regular rate of pay and scheduled number of work hours. A Public Safety Telecommunicator working on Easter Sunday shall receive the wage benefits of this Section. If an employee is required to work on Thanksgiving Day or Christmas Day, he/she shall be paid at two (2) times his/her hourly rate, and in addition, receive holiday pay based on the employee's regular rate of pay and scheduled number of work hours.

Section D

Permanent, part-time employees shall receive holiday pay on a pro rata basis.

Section E

With the Chief's approval, the Evidence Technician shall be allowed to work, at straight time, the listed holidays and be given floating holidays instead.

Section F

Public Safety Telecommunicators

Public Safety Telecommunicators who work a holiday for which they are entitled to receive two and one-half (2 1/2) or three (3) times their pay, as the case may be, may choose to be paid eight (8) hours less on two (2) such holidays and take an additional day off with pay later in the year. The additional day off may not result in overtime or cause the Department to go below minimum manning. The two (2) days cannot be carried over from year to year. This agreement between the parties is on a trial basis for one (1) year only at a time to be decided between the parties. The Chief of Police can discontinue this agreement after the trial period at his discretion and the Union agrees that it may not grieve and/or arbitrate such decision.

ARTICLE XIV - INSURANCE AND PENSION

Section A

1. Each employee shall contribute, on a pre-tax basis as a part of a Section 125 IRS Plan, the following premium share amounts, of the applicable premium rate, effective in listed year for the following coverages:

Year	Anthem Blue Care HMO	Anthem Blue Cross PPO
July 1, 2006-June 30, 2007	8.5%	10%
July 1, 2007-June 30, 2008	9.0%	11%
July 1, 2008-June 30, 2009	9.5%	13%
July 1, 2009-June 30, 2010	10.0%	15%
July 1, 2010-June 30, 2011	10.0%	15%

Each employee will pay the same percentage (%) of the dental premium share as they pay for the medical premium share.

2. The Town will provide for life and accidental death and dismemberment insurance in the amount of \$40,000/\$80,000 at no cost to the employee.
3. As a part of the health insurance package, the Town will provide Anthem Blue Cross/Blue Shield Full Service Dental Plan if the employee chooses. The employees will pay the same premium percentage co-pay for the dental plan as for the other health insurance plan.

Section B

The Town agrees to provide all permanent, part-time employees a pro rata share of the benefits specified in Article XIV, Section A based upon the number of hours worked.

Section C

The Town shall make available at applicable group rates for purchase by retired employee for themselves and their enrolled dependents, the following insurance:

1. Continue existing coverage specified in Article XIV, Section A if retired employee is less than age 65.
2. Blue Cross Supplemental Plan 65 -High Option and Blue Shield Supplemental 65-Plan 81.

Section D

It is agreed by the Town that when an employee terminates, he/she shall be allowed to continue to participate in the Town group insurance coverage as provided by applicable laws for which the employee shall pay the full cost at the group rate.

Section E

During the open enrollment period, any employee may voluntarily elect to waive, in writing, the coverages specified in Article XIV, Section A, and such employee or change of status or dependent of any of the grandfathered employees will receive the following waiver paid in two installments on or about October 1st and April 1st:

Waiver:

Single	\$1,000
Double	\$1,500
Family	\$2,000

Section F

The Town may, at its, discretion, change insurance carriers or self-insure provided the benefits are equal or better than those provided in Article XIV, Sections A and B.

1. Effective as soon as practical, the Anthem Blue Care HMO Plan will include the following co-payments:

Office visit preventative	\$10
Office visit	\$10
Inpatient	\$200
Emergency	\$50 (waived if admitted)
Outpatient Surgery	\$50
Dependent Rider (if full-time student)	19/23

Prescriptions: Generic \$5 Formulary \$10 Non-Formulary \$15 With no Cap

2. Effective as soon as practical, the Anthem Blue Cross PPO will include the following co-payments:

Office visit preventative	\$10
Office visit	\$25
Inpatient	\$500
Emergency	\$50 (waived if admitted)
Outpatient Surgery	\$250
Dependent Rider (if full-time student)	19/23
Out of Network deductible	\$250/500/750

Prescriptions: Generic \$10 Formulary \$15 Non-Formulary \$20 With a \$5,000 annual Cap.

Section G

The provisions of the Town of Vernon Pension Plan as administered through the Travelers Companies, Group Annuity Contracts GR-467 and GR-14239, is hereby made part of this Agreement, including any plan amendments made by or on behalf of members of the Union, and excluding any plan amendments made by or on behalf of any other employee group.

The current pension plan shall be modified as follows, with all other provisions remaining as they are:

1. Effective July 1, 2002, the monthly benefit shall be 1.85% of average monthly earnings times years of service to a maximum of twenty-five (25) years.
2. Effective July 1, 2009, the monthly benefit shall be 2.0% of average monthly earnings times years of service to a maximum of twenty-five (25) years.
3. Contribution will be made pre-tax as soon as possible. Vesting 50% after five (5) years, 100% after ten (10) years of service.

SIEGEL, O'CONNOR, O'DONNELL & BECK, P.C.

150 TRUMBULL STREET, HARTFORD, CT 06103
TELEPHONE (860) 727-8900 FAX (860) 527-5131

FACSIMILE TRANSMITTAL SHEET

TO: Dan Sullivan; Human Resources Director	FROM: Edward F. O'Donnell, Jr., Esq.	
COMPANY: Town of Vernon	DATE: 12/07/2006	TIME:
FAX NUMBER: (860) 870-3586	TOTAL NO. OF PAGES INCLUDING COVER: 10	
PHONE NUMBER: (860) 870-3605	IF THIS TRANSMISSION IS URGENT: Susan	PLEASE CONTACT:
RE: MOA, including Side Letter and E-ma		
<input type="checkbox"/> URGENT	<input checked="" type="checkbox"/> FOR REVIEW	<input type="checkbox"/> PLEASE REPLY

9/24/04
Deshant:
Police Civ. With Ins
waiver stipend
separi
see page 5

I have attached the Side Letter, E-ma questions. Thank you.

call with any

full

Police Civilian Memo of Agreement
changes for 7/1/06 - 6/30/2011

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is by and between the Town of Vernon ("Town") and U.E. Local 222, CILU #47 ("Union"), who have reached a tentative agreement for a successor contract.

The Parties agreed to submit this Memorandum of Agreement ("Agreement") to their membership and Town Council, as the case may be, for ratification and to support ratification for this tentative agreement.

The Parties have agreed as follows:

1. Article X – Wages, Section A

Wage groups shall be as follows:

Group I – Police Records Clerk

Group II – Public Safety Telecommunicator

Group III – Supervisor of Police Records

Group IV – Evidence Technician

2. Article XI – Hours of Work and Overtime, Section A.

4. **Police Records Supervisor shall work a thirty-five (35) hour week and shall receive a one (1) hour unpaid lunch period. The hours of work will be 7:00 am to 3:00 pm or 8:00 am to 4:00 pm whichever is designated as more beneficial to the smooth running of the Records Department as determined by the Chief of Police or his/her designee.**

5. Evidence Technician shall work a nineteen (19) hour week, the hours to be determined by the Chief of Police or his/her designee, until such time as the position becomes full-time.

6. In the event the Town elects to fill a vacancy on a shift by volunteers and cannot do so, the least senior employee, within their classification, on the

shift going off duty will be held over for four (4) hours and the least senior employee on the oncoming shift will be called in early four (4) hours provided that no employee will be held over or called in early for more than one (1) day consecutively unless the employee is the only person scheduled to work the affected shift.

3. Article XI – Hours of Work and Overtime, Section C

1. If an employee works their sixth (6th) day, he/she shall be paid at time and one-half (1-1/2) his/her regular hourly rate. If an employee works on their seventh (7th) day, he/she shall be paid at two (2) times his/her hourly rate.

2. If the sixth (6th) or seventh (7th) day is also a holiday, the employee will be paid the higher of Article XIII holiday Section C or overtime in Article XI but not both.

(Okay - given the settlement of Swider grievance and understanding between the Parties, which needs to be set out in writing.)

4. Article XII – Vacation Time, Section D

Vacation time shall be taken in increments of no less than two (2) hours provided that no overtime will be required based on the work schedule in effect when the vacation request is made.

5. Article XIII – Holidays

	<u>Dispatchers</u>	<u>Clerks</u>
Lincoln's Birthday	February 12	State Observed

6. Article XVIII – Leave Provisions Section F – Maternity Leave

Maternity leave shall be granted under FMLA. Such leave shall begin at a time determined by the employee's personal physician. The employee may choose to take all or part of this leave with use of vacation, sick time, or paid personal time, or may choose to take all or part of this leave without pay. However, if a full

twelve (12) weeks of time is taken, an employee is not eligible to take vacation for thirty (30) days upon return.

7. Dispatchers may receive additional non-mandatory training at the discretion of the Chief.
8. Cover Page and Article I, Preamble to recognize the affiliation between CILU/CIPU and UE.
9. Article VII, Seniority, Section E – When the Town at its discretion decides to fill any position in the bargaining unit, the Town shall post the job for one (1) week. Whenever possible, such posting shall occur before the public is informed of the position. Each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified. The senior, most qualified, employee who applies shall be given first consideration. The Town retains the right to fill positions from outside the unit in the system.
10. Article VII, Seniority, Section H, Item 1 – Change so that the affected employee shall automatically be placed on a recall list.
11. Article IX, Discipline, Section A – Add “All discipline” to the beginning of the first sentence.
12. Article XIII, Holidays, Section E (New) – With the Chief’s approval, the Evidence Technician shall be allowed to work, at straight time, the listed holidays and be given floating holidays instead.
13. Article XVII, Leave Provisions, Section C, Union Leave, Item 1 – Change “one (1) member” to “two (2) members from different groups in the bargaining unit.”
14. Sick Day Bank – Appendix to contract as Side Letter

The Chief of Police at his/her sole discretion may permit a police employee to donate sick days to a member of this bargaining unit who has exhausted all paid benefit time and has been employed by the Vernon Police Department for at

least two (2) years. Donated sick time may only be used for disability or catastrophic illness. The decision by the Chief of Police whether to grant or deny such request is not subject to the grievance/arbitration provisions of the bargaining agreement between the parties. Any donated time remaining after an employee is eligible to return to work will be returned to the person that donated it. (This is a Side Letter to be attached to contract.)

15. Article XI – Hours of Work and Overtime, Section A

3. Police Records employees shall work a thirty-five (35) hour week and shall receive one (1) hour unpaid lunch period. The hours of work will be 7:00 a.m. to 3:00 p.m. and from 8:00 a.m. to 4:00 p.m. with the number of employees assigned to each shift determined by the Chief of Police or his designee. Seniority shall govern preference in shift assignment, except if only one employee is assigned to either shift. The hours of work for all part-time Police Records Clerk employees covered by the Agreement shall be scheduled at the discretion of the Chief of Police or his designee. If there are no part-time Police Records Clerk employees available for work as a result of a vacancy or elimination of the position, the Chief of Police or his designee may allocate one Police Records Clerk employee to work from 9:00 a.m. to 5:00 p.m.

16. Article X - Wages

<u>7/1/06</u>	<u>7/1/07</u>	<u>7/1/08</u>	<u>7/1/09</u>	<u>7/1/10</u>
3%	3%	3%	3.5%	3.5%

17. Sick Days

7/1/06
12

18. Personal Days

7/1/06

Two (2) additional personal days which must be taken in year or lost, i.e. cannot be carried over year to year.

19. Article XVIII - Longevity

SAPA (Same as Present Agreement).

20. Pension

Contribution will be made pre-tax as soon as possible. The multiplier will be two percent (2%) effective 7/1/09. Vesting 50% after five (5) years, 100% after ten (10) years of service and omit any reference to age forty (40) for vesting purposes.

21. Record Clerks

\$200 stipend payable on or about December 1st of each year of the contract.

22. Dispatchers

Dispatchers who work a holiday for which they are entitled to receive two and one-half (2½) or three (3) times their pay, as the case may be, may choose to be paid eight (8) hours less on two (2) such holidays and take an additional day **with pay** off later in the year. The additional day off may not result in overtime or cause the Department to go below minimum manning. The two (2) days cannot be carried over from year to year. This agreement between the parties is on a trial basis for one year only at a time to be decided between the parties. The Chief of Police can discontinue this agreement after the trial period at his discretion and the Union agrees that it may not grieve and/or arbitrate such decision.

23. Insurance Waiver (Side Letter to contract with grandfathered employees.)

The following employees are grandfathered and will receive the following waiver:

Hammick \$1,500

Carlton \$1,700

Carson \$4,100

Patricia \$4,100

Any new employee or change of status or dependent of any of the above grandfathered employees will receive the following insurance waiver:

- Single \$1,000
- Double \$1,500
- Family \$2,000

24. Insurance

1. Effective as soon as possible, the Anthem Blue Care HMO Plan will include the following co-payments:

Office visit preventative	\$10
Office visit	\$10
Inpatient	\$200
Emergency	\$50 (waived if admitted)
Outpatient Surgery	\$50
Dependent Rider (if full-time student)	19/23

Prescriptions: Generic \$5 Formulary \$10 Non-Formulary \$15 With no Cap

2. Effective as soon as possible, the Anthem Blue Cross PPO will include the following co-payments:

Office visit preventative	\$10
Office visit	\$25
Inpatient	\$500
Emergency	\$50 (waived if admitted)
Outpatient Surgery	\$250
Dependent Rider (if full-time student)	19/23
Out of Network deductible	\$250/500/750

Prescriptions: Generic \$10 Formulary \$15 Non-Formulary \$20 With a \$5,000 annual Cap.

3. Each employee shall contribute, on a pre-tax basis as a part of a Section 125 IRS Plan, the following premium share amounts, of the applicable premium rate, effective in listed year for the following coverages:

Year	Anthem Blue Care HMO	Anthem Blue Cross PPO
July 1, 2006-June 30, 2007	8.5%	10%
July 1, 2007-June 30, 2008	9%	11%
July 1, 2008-June 30, 2009	9.5%	13%
July 1, 2009-June 30, 2010	10%	15%
July 1, 2010-June 30, 2011	10%	15%

5. Each employee will pay the same percentage (%) of the dental premium share as they pay for the medical premium share.

25. Article XVII – Leave Provisions

Section C – Union Leave

The Union shall have the right to have one (1) member per wage group as its negotiating committee present for all negotiation meetings. When such meetings take place at a time during which such member is scheduled to work, he/she will be granted leave from his/her duties with full pay for such meetings.

Union officers and/or delegates of the local Union shall be given time off to conduct union business and to attend officially sponsored meetings, conferences or conventions without the loss of pay, providing that at no time shall more than two (2) employees of the Department be granted this privilege without loss of pay, the total of which shall not exceed forty (40) hours during any year. The minimum allowance of time off for the purpose of this Section shall be three (3) hours. The Union agrees to give reasonable notice to the Town of intention to be absent from work and both parties agree that time off will be allowed only after considering the manpower needs of the Police Department.

27. There will be no pyramiding of overtime.

Susan Orf

From: Susan Orf
Sent: Monday, October 16, 2006 10:40 AM
To: 'John Lambiase (johnlambiase@verizon.net)'
Subject: Memorandum of Agreement
Importance: High
Sensitivity: Confidential
Attachments: SIDE LETTER to John Lambiase.doc; MEMORANDUM OF AGREEMENT 9-18-06.doc

John:

Attached is the Memorandum of Agreement with your changes and which also should include the following 2 items listed below:

1. Under current practice personal days are posted on July 1, 2006 and each July 1st thereafter. So personal days must be used in the fiscal year, not the calendar year as referred to in the contract.
2. In addition, regarding the records personnel job description (see Side Letter dated 10/11/006); the Union will not grieve or arbitrate the employer's refusal to make any such changes.

Please review and call with any questions. Thank you.

Bud:

Sent by Susan H. Orf,

Legal Assistant to Edward (Bud) F. O'Donnell, Jr., Esq.

Siegel, O'Connor, O'Donnell & Beck, P.C.

150 Trumbull Street, Hartford, CT 06103

Telephone: (860) 727-8900 ext. 219

Facsimile: (860) 527-5131

E-mail: sorf@siegeloconnor.com

This message has been sent from the law firm of Siegel, O'Connor, O'Donnell & Beck, P.C. and contains information which is confidential and/or privileged. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy. Thank you.

SIDE LETTER

October 11, 2006

Mr. John Lambiase
Field Organizer
United Electrical, Radio and Machine Workers of America
UE Local 222, CILU/CIPU, CILU #47
36B Kreiger Lane
P. O. Box 938
Glastonbury, CT 06033

Dear John:

The employer will review and make appropriate changes if any to the records personnel job description. The Union will not grieve or arbitrate the employer's refusal to make any such changes.

Very truly yours,

Edward F. O'Donnell, Jr.

EFO/so