



## Town of Fairfield

**EMMET P. HIBSON, JR.**  
Director of Human Resources

725 Old Post Road  
Fairfield, CT 06824

February 22, 2017

Betsy P. Browne  
Town Clerk  
Old Town Hall  
611 Old Post Road  
Fairfield, CT 06824

Dear Ms. Browne:

On February 13, 2017 the Town of Fairfield entered into a Memorandum of Agreement with the Professional and Technical Employees Association (PETA) regarding a successor collective bargaining agreement. Pursuant to section 7-474(b) of the General Statutes, I am communicating this Agreement within the required time frame of fourteen (14) days from entering the Agreement. Additionally, section 7-474 (b) of the General Statutes requires that the legislative body vote to approve or reject this Agreement within thirty (30) days after the expiration date of original fourteen (14) day period.

For purposes of planning, the RTM should be aware that the fourteen day period expires on February 27, 2017 and the RTM must vote on this Agreement by March 29, 2017. If the RTM elects not to approve or reject this Agreement by March 29, 2017, it becomes a valid agreement per the terms of section 7-474 (b) of the General Statutes.

Prior to the RTM meeting, the Town will be submitting a full analysis of the Agreement including the financial effect for its review. Thank you.

Sincerely,

Emmet P. Hibson, Jr.

CC: Mike Tetreau, First Selectman  
Robert Mayer, Chief Fiscal Officer

**RECEIVED**

FEB 22 2017

TOWN CLERK'S OFFICE  
FAIRFIELD, CT



# **Off The Record Tentative Agreement February 1, 2017**

The Town of Fairfield ("Town") and The Fairfield Professional and Technical Employees Association Local 1303-366, AFSCME Council 4 ("Union") hereby agree that this document shall be considered full and final settlement of their collective bargaining agreement effective July 1, 2010 through June 30, 2013 as follows:

1. The contract duration shall be from July 1, 2013 – June 30, 2020;
2. There shall be a general wage increase, retroactive to July 1, 2013, of the following percentages:

Year	Percentage
7/1/13 – 6/30/14	2.00%
7/1/14 – 6/30/15	2.00%
7/1/15 – 6/30/16	2.00%
7/1/16 – 6/30/17	2.00%
7/1/17 – 6/30/18	2.00%
7/1/18 – 6/30/19	2.00%
7/1/19 – 6/30/20	2.00%

3. The base health plan for the Town shall be a POS plan with co-pays per Exhibit A.
4. Effective July 1, 2018 retirees shall pay the same percentage cost share for Medicare carve-out coverage as follows.
  - a. Employees with 10 years or more of service as of the July 1, 2017 – 10%;
  - b. Employees with less than 10 years of service as of July 1, 2017 – 15%;
  - c. Employees hired after July 1, 2017 – same as active members

5. Health care cost share for actives and retirees not on Medicare are as follows (not retroactive):

Year	Percentage
Ratification	13.00%
7/1/17 – 6/30/18	14.00%
7/1/18 – 6/30/19	15.00%
7/1/19	16.00%

6. The Union shall accept the following Town proposals: 8, 11, 13, and 14.
7. The Town shall accept the following Union proposals: 1 and 3.
8. The Union agrees that if the Fire and Police Unions move to State Health Care Plan 2.0 then it shall agree to immediately open negotiations for the limited purposes of addressing the health care plan design/provider.
9. The Union shall have the right to take any reclassification request to arbitration if the Town has not responded within 30 days of the request.
10. All other proposals by either party that are not in another MOU or that are not referenced herein are hereby withdrawn. As soon as possible the parties shall assemble an agreed upon language document, which shall contain the above provisions as well as all other tentative agreements reached during negotiations. Such document shall be signed as a memorandum of understanding and submitted to the legislative authority for approval.

In Witness whereof, the parties have caused their names to be signed on this 13<sup>th</sup> day of February 2017.


Town of Fairfield

PETA, Local 1303-366

By:

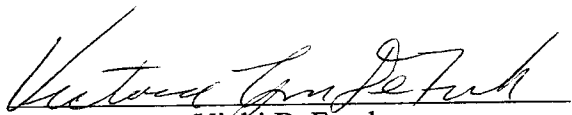
  
Emmet P. Hibson, Jr.  
Chief Spokesperson

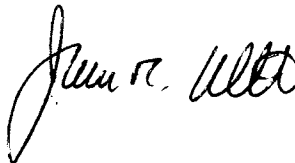
By:

  
~~Ed Bowman~~ Ed Bowman,  
President, ~~Local~~

PETA, Local 1303-366

By:

  
Vicki DeFrank  
Staff Representative  
COUNCIL 4 / AFSCME

 2/13/17

## Appendix A

# Town of Fairfield

Plan Change Option - Estimated Savings				
Benefit Description	Current Plan <sup>(1)</sup>		Alternative Plan	
	PPO		PPO	
	In Network	Out of Network	In Network	Out of Network
Medical Benefits - Anthem				
Deductible (Ind/fam)	\$0	\$200/\$400/\$500	\$0	\$1,000/\$2,000/\$2,500
Coinsurance	0%	20%	0%	20%
Out-of-Pocket Maximum <sup>(2)</sup>	\$0	\$600/\$1,200/\$1,500	\$6,350	\$3,000/\$6,000/\$7,500
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Office Visit Copays	\$20	20% after ded.	\$35	20% after ded.
Hospital Copay	\$150	20% after ded.	\$500	20% after ded.
Urgent Care Copay	\$50	Not Covered	\$150	Not Covered
Emergency Room Copay	\$100	\$100	\$250	\$250
Outpatient Surgery Copay	\$0	20% after ded.	\$250	20% after ded.
Well Child Care	\$0	20% after ded.	\$0	20% after ded.
Periodic, Routine Health Exam	\$0	20% after ded.	\$0	20% after ded.
Routine Eye Exams	\$0	20% after ded.	\$0	20% after ded.
Routine OB/Gyn Exam	\$0	20% after ded.	\$0	20% after ded.
Mammography	\$0	20% after ded.	\$0	20% after ded.
Hearing Screening	\$0	20% after ded.	\$0	20% after ded.
Outpatient MH/SA	\$20	20% after ded.	\$35	20% after ded.
Diagnostic Lab and X-Ray (hosp affiliated)	\$0	20% after ded.	\$0	20% after ded.
Diagnostic Lab and X-Ray (free standing)	\$0	20% after ded.	\$0	20% after ded.
Allergy Services	\$20	20% after ded.	\$35	20% after ded.
Semi-Private Room	\$150	20% after ded.	\$500	20% after ded.
Inpatient MH/SA	\$150	20% after ded.	\$500	20% after ded.
Skilled Nursing Facility	\$150	20% after ded.	\$500	20% after ded.
Inpatient Rehabilitative Services	\$0	20% after ded.	\$0	20% after ded.
High Cost Diagnostics <sup>(3)</sup>	\$0	20% after ded.	\$100	20% after ded.
Ambulance	\$0	\$0	\$0	\$0
Outpatient Rehabilitative Services	\$20	20% after ded.	\$35	20% after ded.
Durable Medical Equipment	\$0	20% after ded.	\$0	20% after ded.

## Appendix B

# Town of Fairfield

### Plan Change Option - Estimated Savings

#### Benefit Description

#### Current Plan <sup>(1)</sup> PPO

#### Alternative Plan PPO

Prescription Benefits <sup>(4,5)</sup>	In Network		Out of Network		In Network		Out of Network	
Retail Generic		\$10	20%		\$10		20%	
Retail Brand Formulary		\$20	20%		\$30		20%	
Retail Brand Non-Formulary		\$35	20%		\$50		20%	
Mail Order Generic		\$20	20%		\$20		20%	
Mail Order Brand Formulary		\$30	20%		\$60		20%	
Mail Order Brand Non-Formulary		\$40	20%		\$100		20%	
Rx Annual Maximum		Unlimited	20%		Unlimited		20%	
Rx Annual OOP Maximum			20%		Combined w/Medical		20%	

- (1) representative Town plan
- (2) Out-of-Pocket maximum equals deductible plus coinsurance maximum
- (3) high cost diagnostic procedures include CAT, CTA, PET, SPECT, MRA and MRI
- (4) options assume mandatory generic substitution, and 30 day supply at retail
- (5) Rx costs apply toward Medical OOP maximum

**TOWN OF FAIRFIELD  
DEPARTMENT OF HUMAN RESOURCES  
INTERNAL MEMORANDUM**

From: Emmet P. Hibson, Jr.

To: RTM

Date: March 15, 2017

Re: PTEA Contract

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This memo is in support of my February 22, 2017 correspondence to the Town Clerk, Betsy Brown, regarding the tentative agreement between the Town and the Professional and Technical Employees Association (PTEA). As stated in the February 22 letter, if the RTM does not vote on this tentative agreement submission by March 29, 2017 the tentative agreement is deemed adopted by the Town. This memorandum is to help the RTM in reaching its decision. It should be noted that the Town negotiated this agreement and requests the RTM to vote to accept the terms of this agreement.

By way of background, PTEA is a local of the AFSCME Council 4, AFL-CIO. The local represents mid-management supervisors and technical employees across most Town Departments, attached is a list of positions covered by this agreement. This tentative agreement will amend the terms of the July 1, 2010 – June 30, 2013 agreement and will have an effective date of July 1, 2013. The contract is negotiated to run through June 30, 2020

PTEA is comprised of forty-two (42) employees with a total base salary in 2012-2013 (last year of the contract) \$ 3,974,981 (\$ 94,642 average salary). Twenty-one (21) of the members have over 20 years of service while nine (9) have less than five (5) years of service.

In reaching this agreement, the Town was able to negotiate a fair package for both the Town and the members. The Town was able to continue to make changes to the Town's health care plan design and the premium cost share. Additionally, for the first time, effective July 1, 2018 all PTEA retirees will be required to pay premium cost share for their health benefits. The Town was able to negotiate these changes while keeping raises at 2% per year. The following is analysis of the tentative agreement.

**WAGES:**

This negotiation has a general wage increase of 2% per year for each year of the contract. The contract retains the basic format of the wages in that there are currently 7 labor grades (6 -12) with each grade having five steps (0 – 4). For purposes of this agreement, the lowest wage in the bargaining unit in 2017-2018 is (grade 6 –step 0) \$59,191 and the largest salary is (grade 12 – step 4) \$121,500. The base salary for 2017-2018 is projected to be \$4,388,700.

Year	Salary Base	Annual Change	Cumulative Change
2012-2013	3,974,981		
2013-2014	4,054,481	79,500	79,500
2014-2015	4,135,570	81,089	160,589
2015-2016	4,218,282	82,712	243,301
2016-2017	4,302,647	84,365	327,666
2017-2018	4,388,700	86,053	413,719
2018-2019	4,476,474	87,774	501,493
2019-2020	4,566,004	89,530	591,023

It is the position of the Town that these wages reflect a fair increase for both the Town and the members of the bargaining unit.

#### **INSURANCE:**

In this case, the Town negotiated changes in both the plan design and the premium cost share contributed by the employees. Attached is the plan design comparison. It should be noted that these changes made significant increases to co-pays. The plan design is expected to have a 6% reduction to the Town's health care costs from the current plan.

Year	Total Health Care	Annual Change	Cumulative Change
2012-2013	753,575		
2013-2014	806,325	52,750	52,570
2014-2015	862,876	56,551	109,301
2015-2016	832,630	(30,246)	79,055
2016-2017	885,266	52,635	131,691
2017-2018	865,827	(19,438)	112,252
2018-2019	933,348	67,521	179,773
2019-2020	1,006,230	72,882	252,655

The above calculations for 2018-19 include trend.

As noted in the tentative agreement, employee contributions will increase from 11% to 13% on ratification and then increase at the beginning of each plan year.

Year	Total Health Care	Annual Change	Cumulative Change
2012-2013	82,893		
2013-2014	88,696	5,803	5,803
2014-2015	94,916	6,220	12,023
2015-2016	91,589	(3,327)	8,696
2016-2017	97,379	5,790	14,486
2017-2018	121,216	23,837	38,323
2018-2019	140,002	18,786	57,109
2019-2020	160,997	20,995	78,104

In addition to the plan changes the Town sought regarding the health plan the Town also got PTEA to agree that if the Town negotiates a move to the State 2.0 plan with Police and Fire the bargaining unit will move to the same plan. Such a change would have additional cost savings to the Town.

#### **RETIREE HEALTH:**

Currently, PTEA employees hired after July 1, 2006 whom retire pay premium cost share until the retiree reaches Medicare eligibility. The Town negotiated a tiered plan for current members. Effective July 1, 2018 any PTEA member who retires will pay a premium cost share. The rate was split into three tiers – those employees with ten (10) years or more of service as of July 1, 2017, those with less than ten (10) years of service, and those that are hired on or after July 1, 2017.

There are currently 31 PTEA employees with 10 years of service. Those employees shall be required to pay 10% of the premium cost share for the Town's Medicare plan. The remaining 11 employees shall be required to pay 15% premium cost share upon reaching Medicare eligibility.

#### **OTHER CHANGES:**

**Town proposal 8** – Article 5, Section 3- removal of language adding additional step effective April 22, 2013. Step 0 was added in the last contract so this language was no longer needed.

**Town proposal 11** – Article 17, Section 1 – amend the language so that personal leave can not be used for types of leave already provided for in other sections of the contract (i.e. sick leave).

**Town proposal 13** – Article 22, Section 1 – add language that allows the Town to eliminate take home vehicles at its discretion.



**Town proposal 14** – Article 24, Section 1, eliminate step 3 of the grievance procedure (First Selectman).

**Union Proposal 1** – No current language – Agree that all language of the current contract not subject to negotiations shall remain in the contract.

**Union Proposal 3** – No current language – Town agrees to notify the bargaining unit of all employees that are hired into the bargaining unit and allow the Union to hold an orientation session with the employee to go over the terms of the collective bargaining agreement and their rights as a union employee.

**CONCLUSION:**

This tentative agreement was the result of hard work by several people and the parties reached a deal that provides the Town with continued changes to health care for active and retirees. In exchange for the gains by the Town, the Town negotiated a modest 2% annual increase. As such, the RTM should move to approve this tentative agreement.

PTEA  
List of Positions and Labor Grade

Position Title	Grade
Help Desk Technician	6
Animal Control Officer	7
Information Tech Librarian	7
Mainenace Manager WPCA Facility	7
Solid Waste Manager	7
Teen Librarian	7
Assistant Director of Recreation	8
Construction Supervisor	8
Deputy Tax Collector	8
General Tree Foreman	8
Programmer/Analyst	8
Zoning Enforcement Officer	8
Children Services Librarian	9
Contract Manager	9
Deputy Tax Assessor	9
Garage Supervisor	9
General Supervisor of Parks	9
IT System Administrator	9
Open Space Manager	9
Reference Services Librarian	9
Senior Civil Engineer	9
Senior Internal Auditor	9
Supervisor of Street Maintenance	9
Technical Services Librarian	9
Assistant Director - Admin Services	10
Assistant Director of Health	10
Assistant Director to TP&Z	10
Builing Maint Supervisor	10
Conservation Administrator	10
Supervisor of Nurses	10
Budget Director	11
Building Official	11
Deputy Town Librarian	11
Engineering Manager	11
General Supervisor of Streets/Hwys	11
Superintendent of WPCA	11
Tax Collector	11
Assistant Director of Public Works	12
Controller	12

## **Tomlinson Middle School**

### **Partial Roof Replacement**

**\$ 875,000**

**Background:** Eight roof areas are at the end of their useful lives and in need of replacement. The roofs are original to the 1991 installation and are out of warranty as of 2011. The roof system is showing signs of failure and our roof preventative maintenance contractor has reported that it is time to replace these roofs before further damage increases rapidly. This request is for funding the replacement of these roofs.

**Purpose & Justification:** The condition of these eight roof areas is declining and leaks are increasing in frequency and severity. Replacement of these roofs now will prevent the need to replace them as an emergency thus preventing disruption to the school's learning environment.

**Detailed Description:** The expenditure would cover the total cost and removal of the eight roof areas down to the existing roof deck and installation of a new roofing system. These funds would also cover design, bidding and construction administration costs as well as a contingency for unforeseen conditions that might be uncovered during the construction activities.

**Estimated Cost:** The cost of this funding request is \$ 875,000. This number is based on similar replacement projects undertaken in the system and a probable construction cost estimate provided by a professional licensed architect, Hoffmann Architects, as well as a professional licensed contractor, Tecta America.

**Long Range Costs:** Roof replacements will reduce maintenance costs on the old roofs as well as produce energy savings through the use of a better insulated roof system. This roof replacement is part of the Fairfield Public Schools Facilities Plan and waterfall schedule and the anticipated life of this upgrade is 20+ years with our current roof preventative maintenance program.

**Demand on Existing Facilities:** This project would reduce the maintenance costs for roof repairs and increase energy efficiency in the building.

**Security, Safety and Loss Control:** This project would enhance safety and loss control by drastically reducing the risk of a roof failure while school is in session.

**Environmental Considerations:** This project would greatly reduce greenhouse gases by increasing the energy efficiency of the building thus reducing energy consumption.

**Funding, Financing & SDE Reimbursement:** This project would not proceed without funding approval. There are no State or Federal regulations that require this project to be undertaken. This project is eligible for reimbursement through the State Department of Education, Bureau of School Facilities. The 2016-2017 reimbursement for Fairfield is 25.06%. We estimate that we will receive approximately \$221,428 in reimbursement for this project.

Schedule, Phasing & Timing: The schedule is to have work performed during the summer of 2017 and to prepare to have all work completed for the new school year.

Other Considerations: The work will be bid out by the Town Purchasing Department and will be performed by outside professional licensed contractors. This does require the formation of a Town of Fairfield Roof Building Committee to qualify for state reimbursement.

Alternates to the Request: The alternate to this request is to do nothing. This alternative will delay this needed replacement and further delay other similar projects scheduled in the BOE future planning. Delaying this project would jeopardize the safety of the staff and students if a major roof failure occurred during school hours.



# Tomlinson Middle School

**Partial Roof Replacement**

**\$ 875,000**

## Details

Architect of Record: Hoffmann Architects, Inc.  
Licensed contractor to provide labor and materials  
Prepared by: Tecta America

### **Breakdown:**

Architect to provide the following professional services:

Review original Contract Documents and previous reports as such documents relate to conditions described in the Scope of Work and are supplied to Hoffmann Architects by the Town of Fairfield Public Schools.

Visit the site to verify existing conditions and construction details. Coordinate with a Contractor retained by The Town of Fairfield Public Schools to perform exploratory openings so as to examine concealed conditions.

Based upon the results of Hoffmann Architects' field verification activities and the established scope of work, provide a proposed roof replacement system and scope of work for review and approval by the Fairfield Public Schools and Building Committee.

Meet with the Bureau of School Facilities for a pre-review evaluation.

Prepare Contract Documents consisting of drawings and specifications, setting forth in detail the requirements for construction of the project.

Meet with the Bureau of School Facilities to review the 100% Contract Documents (Plan Completion Test) for comments and approval.

Assist in the preparation of the necessary bidding information.

Prepare an agenda for a pre-bid conference at the site.

Respond to contractor questions and prepare addenda, as necessary.

Conduct a meeting with a representative from the Fairfield Public Schools, Building Committee, and the Contractor prior to the commencement of the work, to review the Contractor's proposal for compliance with the requirements of the Contract Documents.

Review and take appropriate action on Contractor's submittals such as shop drawings, product data and samples, to establish their conformance with the design concept expressed in the Contract Documents; forward to the Town of Fairfield Public Schools, for review and record, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

Visit the site a minimum of four (4) times during construction to monitor the progress and quality of work and to determine if the work being performed is in general compliance with the Contract Documents.

\$ 74,500

Licensed contractor to provide:

Set-up the site safety protection for the workers and for any occupants of the property.

Remove the existing roofing system down to the existing metal deck.

Confirm and/or secure the existing metal deck per Factory Mutual guidelines 1-28 specifications.

Install new pressure treated wood blocking to the height of the new perimeter edges.

Install new Polyisocyanurate insulation including 1/4" per foot tapered system with an average R-25 value to be in compliance with 2014 ASHRAE guidelines.

Install new two ply SBS Modified Bitumen roofing membrane system in cold applied adhesive with a granulated cap sheet. (Roofing system meets the current code for uplift pressures - FM 1-90 approved system.)

Install all flashings per manufacturer's specification.

Remove and replace existing drain bowl assemblies.

Install new extruded metal edges with Kynar coated color cover plate that has been pre tested and approved per ANSI -SPRI ES-1 specifications. (Color will be selected by owner from standard color selections.)

Install new expansion joints to replace existing.

Fabricate and install new counter flashings as needed for proper termination.

Clean up and dispose of all debris from the above scope of work.

Provide owner with a 20-year No Dollar Limit (NDL) warranty that includes the cost of both labor and material to repair any leaks or material failures during the warranty period.

\$ 764,444

Contingency

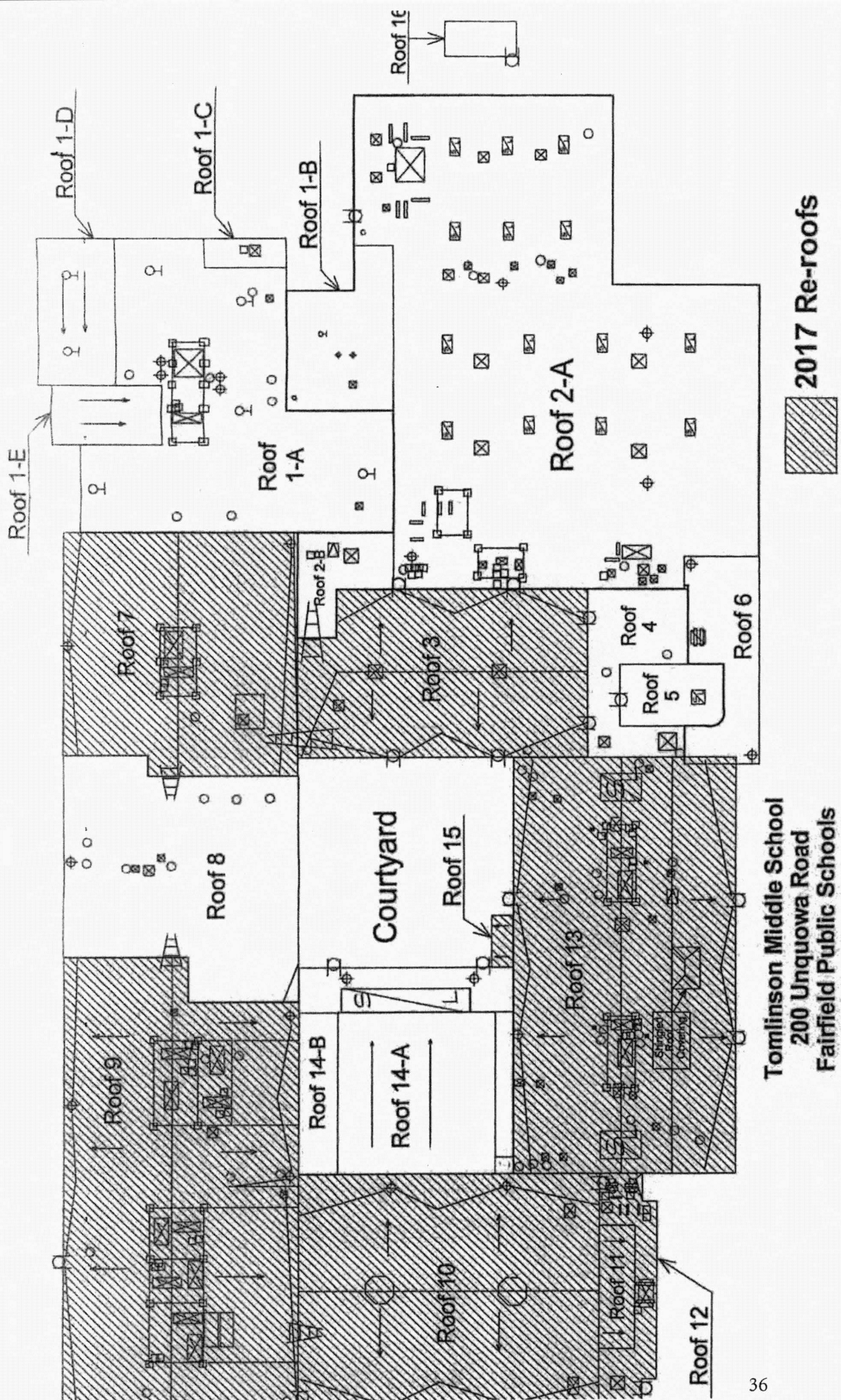
\$ 36,056

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**Total**

**\$ 875,000**





Tomlinson Middle School  
200 Unquowa Road  
Fairfield Public Schools





“WHEREAS, the South Central Connecticut Regional Water Authority, as agent for the South Central Regional Council of Governments and participating municipalities, has undertaken the permitting, construction and operation of a regional facility for the collection of household hazardous waste and conditionally exempt small quantity generator business waste at its headquarters at 90 Sargent Drive in New Haven; and

WHEREAS, the municipalities participating in the facility are able to have residents drop off their household hazardous wastes on Saturday mornings (9:00 A.M. - 12:00 P.M.) and conditionally exempt small quantity generators deliver business waste on Saturday morning, (by appointment from 7:00 A.M. - 8:30 A.M.), from Spring through Fall for proper processing, transportation, and disposal; and

WHEREAS, the facility is owned, managed and operated under the supervision of the South Central Connecticut Regional Water Authority for the benefit of the participating municipalities;

NOW, THEREFORE, BE IT RESOLVED that the Town of Fairfield declares its commitment to continue participation in the regional household hazardous waste collection center for a minimum three-year period (July 1, 2017 through June 30, 2020), and confirms its intent to contribute financially for the operation, processing, transportation, and disposal of household hazardous waste; and

FURTHER RESOLVED, that the First Selectman Michael C. Tetreau be and hereby is, authorized to enter into an agreement with the South Central Connecticut Regional Water Authority for the operation of the facility. Such agreement will permit the Authority to act as its agent to maintain the facility, to contract with a vendor for the transportation and disposal of wastes, to receive financial support from grant sources, to enter into agreements with other municipalities, and to operate the facility; and

FURTHER RESOLVED, that invoicing will be based on a two part formula:

1. Annual Operational costs are based on the number of 1- and 2- family housing units
  2. Annual transportation and waste disposal costs are prorated by residents' usage;
- and

FURTHER RESOLVED, that this resolution shall be effective July 1, 2017 through June 30, 2020.”