

MEMORANDUM OF AGREEMENT

One (1) year Extension to Collective Bargaining Agreement Expiring June 30, 2009

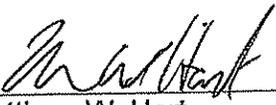
IT IS HEREBY STIPULATED, CONSENTED AND AGREED AS FOLLOWS:

This Agreement is made between the Town of Mansfield (the "Town") and IAFF, Local 4120 - Mansfield Firefighters unit (the "Union") in full and final settlement of the 2009 contract negotiations for a successor contract.

- 1) Both parties agree that the collective bargaining agreement expiring June 30, 2009 shall be extended for a period of one (1) year from July 1, 2009 through June 30, 2010 which shall remain in force until a subsequent successor contract is negotiated.
- 2) During the one year contract extension, all provisions of the collective bargaining agreement shall remain unchanged with the following exceptions:
 - a. The half-year holiday compensation payment that is paid in two equal installments per fiscal year and is scheduled for January 2010 shall be reduced by ten (10) hours at straight time for Full-time employees. Full time employees shall receive fifty (50) hours of holiday compensation for the half-year payment. Payment shall be prorated for new hires and for those who leave the Town prior to the end of the half-year for which payment has been made.
 - a. There shall be no longevity payments made to eligible employees for the period of July 1, 2009 through June 30, 2010.
 - b. There shall be no general wage increase awarded or paid for the Fiscal Year period of July 1, 2009 through June 30, 2010.
- 3)
 - a. The parties agree that a primary objective of this agreement is to preserve the integrity of the workforce and to limit reductions in force.
 - b. At this time the Town intends no reductions in force within the bargaining unit. Nothing herein shall be construed to prevent the Town from electing not to fill a vacancy.
 - c. In the event that the final Town budget is less than the Town Manager's proposed budget and/or intergovernmental revenues received by the State of Connecticut are less than the Manager's proposed budget, and the Town is considering any reduction in force as a result, the Town agrees to meet and discuss with the Union over any such proposed reduction in force in order to consider alternatives including, but not limited to, furloughs, voluntary layoffs, and retirements.
- 4) All provisions relating to health insurance shall remain unchanged.
- 5) In the event that intergovernmental revenues actually received by the Town from the State of Connecticut for the Fiscal Year 2009-2010 deviates from the amount upon which the Town Manager's budget is based in an amount equal to or greater than

\$500,000, the parties agree to meet and collaboratively discuss whether any adjustment to this agreement, such as a general wage increase, is appropriate at that time.

- 6) The parties agree for the Fire Chief and the Local 4120 Union President to meet and confer within thirty (30) days following ratification and signing of this Agreement by both the Town and the Union regarding pilot staffing and apparatus assignments. Pilot assignments shall ultimately be determined and assigned at the discretion of the Fire Chief. Upon completion of the pilot staffing assignments, the Fire Chief will evaluate the quality and effectiveness of the pilot assignments.
- 7) The parties agree that the purpose of the pilot staffing assignments is an effort to identify whether different staffing configurations may improve the combination workforce delivery system based on the following considerations:
 - a. Firefighter Safety
 - b. Operational efficiency and effectiveness for the Town as a whole.
- 8) The parties agree and acknowledge that this Agreement is subject to the ratification of both the Town and the Union. The negotiating committees for the Town and the Union further agree to support and recommend the ratification of this Agreement. Once ratified, the parties understand and agree that this Agreement fully and finally resolves the 2009 contract negotiations for a successor contract to the 2006-2009 collective bargaining agreement.



Matthew W. Hart
Town Manager

11/05/2009

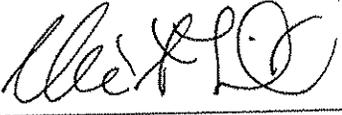
Date



Matthew Flor, IAFF
Business Representative

11/9/2009

Date



Uri Lavitt
Union President Local 4120

11/5/07

Date