

## **FIRE SERVICES COMMITTEE MEETING**

### **Special Meeting**

Tuesday, September 16, 2025, 6:00 PM  
Town Council Chamber and Zoom Meeting  
Agenda

#### **Videoconference Link:**

<https://berlinc-t-gov.zoom.us/j/89042265692?pwd=7LdHAm5tyVUgK3f7BGPTuYc81WXs7s.1>

#### **Conference Call Information:**

Dial: +1 646 931 3860

Meeting ID: 890 4226 5692

Passcode: 788006

1. Call to order
2. Pledge of Allegiance
3. Audience of Citizens
4. Election of a Chairperson
5. Discussion and possible action concerning existing Paid on Call Program and proposed changes
6. Discussion and possible action concerning Robert Wolf Pension Program and proposed changes
7. Adjournment

#### **ATTACHMENTS:**

- Paid on Call Program (adopted 2020)
- Robert Wolf Pension Program (adopted 2007)
- Proposed Changes

RECEIVED FOR RECORD  
BERLIN TOWN CLERK

2025 SEP 10 AM 8:47

*Kathy G. Wall*

BERLIN, CT.

# **TOWN OF BERLIN FIRE DEPARTMENTS**

## **BERLIN, EAST BERLIN, KENSINGTON, SOUTH KENSINGTON**

240 Kensington Road  
Berlin, CT 06037

### **Paid On-Call Program**

#### **PURPOSE:**

This plan provides Monetary Compensation to the Active Firefighters of the Town of Berlin in an effort to provide assistance to cover the firefighter's expenses during the execution of their duties.

The Paid On-Call program is an additional incentive for those members who, on an annual basis, have successfully completed the required training and Firefighter in Good Standing Points necessary to be recognized as an Active Firefighter in good standing within one of the Town of Berlin Fire Departments.

#### **SCOPE:**

This plan applies to all "Active Firefighters in Good Standing" within the Town of Berlin Fire Departments.

#### **DEFINITIONS:**

##### **Annual Stipend**

An Annual Stipend shall be awarded to an Active Firefighter that maintains their affiliation to a Fire Company and is in good standing. Each Firefighter shall maintain a required standard of training set forth by the Board of Fire Chiefs. The required training shall include but is not limited to the yearly State and Federal Certifications and Re-Certifications along with a minimum of twelve department drills, outside training, Department meetings and work sessions. The stipend will be earned in the previous calendar year.

##### **Paid On-Call:**

In this section the firefighter shall receive compensation for each time he/she responds to a Call for Duty.

- **Points and Payment Structure**

A point represents a value that is used to calculate Firefighters participation for a Call to Duty. A point will have a monetary value of \$10.00. The Officer In-Charge shall be responsible for entering the appropriate response code. The Board of Fire Chiefs shall provide quality assurance. Responses shall be broken into **two** categories and assigned the following points in the Firehouse Recordkeeping System:

##### **Emergency/Non-Emergency Calls = 3 Points**

Including but not limited to:

- Structure, Vehicle, Brush and Grass Fires
- MVA w/ Injuries
- Rescue Incidents

- Automatic Alarms
- Pump Out
- Hazardous Materials Incidents
- MVA w/ No Injuries
- Electrical Emergency
- CO Incident
- Lock-outs
- Investigations
- Assists other Agencies and Mutual Aid
- Good Intent
- Other: \_\_\_\_\_

#### **Fire Watch – 6 points**

Fireworks  
Fair Fire Watch  
Fire Watch

#### **Firefighter in Good Standing:**

To participate in the Paid On-Call Program a firefighter shall be considered to be a “Firefighter in Good Standing” by meeting the following requirements and earning a total of 30 points a year (There is no monetary value associated with the points awarded under this category):

- State of Connecticut Firefighter-I or approval by Board of Fire Chiefs
- Attend a minimum of twelve department training sessions including but not limited to all annual training for the previous calendar year (1 Point)
- Attend a minimum of six department Business Meetings (1 Point)
- Outside Training Sessions  
(0 – 16 Hours – 5 Points, 17 – 48 Hours – 10 Points, 49 Hours or Longer – 15 Points)
- Department Meetings (1 Point)
- Work Sessions (1 Point)
- Rank (Chief – 8 Points, Asst. Chief – 7 Points, Captain – 6, Active Officers – 5, Commissioners – 2)

#### **Mandatory Annual Training:**

Mandatory Annual training is required to comply with local, state and federal guidelines to operate at emergency scenes. Mandatory Annual Training shall include but not be limited to:

- SCBA/Fit Test (Classroom, Practical and Fit Testing)
- Blood borne Pathogens
- CPR-AED (Hold a current card and show proficiency)
- Hazardous Materials (Certification or Re-certification)
- Live Fire Training

- Incident Command System (N.I.M.S.)
- Behavioral Management, Sexual Harassment and Work Place Violence
- Completion of all online training

## **Fire Watch Procedures**

Any request for Fire Watches shall be coordinated through the Fire Administrators office. Any Department providing these fire watch services, shall forward those requests to the Fire Administrators Office for purposes of ensuring the positions are filled, as well as the proper documentation and budgeting requirements. All Fire watches shall be evenly divided among all four departments. If a department cannot provide personnel to cover their portion of a watch, it will then be put out on a first come, first serve basis. All Fire Watch (as listed above) shall be given 6 points (generally a watch will be 3 hours and no longer than 5 hours). The Town of Berlin Fire Departments will compensate a pre-determined number of firefighters per hour, per event. All Fire Personnel shall be dressed neatly and dressed in Station Uniforms or Cargo pants and a Company Shirt, which will clearly identify them as FD personnel.

### **Personnel Training Requirements**

- Minimum of Firefighter 1
- Medical Minimum – EMR (for medical positions)

### **Staffing**

- Fireworks: 1 Driver/Operator, 2 Firefighters and 1 Supervisor  
- Secondary crew for fireworks: 1 Driver, 2 Firefighters and 1 Supervisor
- Fair Fire Watch: 2 Drivers/Operators, 2 Firefighters, 1 Medical and 1 Supervisor
- Fire Watch (due to lack of fire alarm or suppression system): 1 Firefighter

## **Firefighter Categories:**

Each firefighter's duties and responsibilities vary greatly. The amount of time it takes to full fill a position and responsibility that accompanies each position differs greatly. This plan acknowledges and awards for those differences.

An Annual Stipend shall be paid for the four Firefighter categories:

1. Certified Firefighter or approved Support Staff:	\$ 800.00
2. Driver/Operator:	\$1,000.00
3. Active Officer (Up to Captain)	\$1,200.00
4. Administrative Officer (Captain and above)	\$1,400.00

## **POLICY:**

### **Stipend:**

An Active Firefighter in Good Standing shall be paid a Stipend for their service during the year. The Stipend shall be divided into four pay periods and paid out quarterly.

*Example: A Firefighter receives \$800 annually. The payment should be \$200 for each pay period.*



**Pay Periods**

July 1<sup>st</sup> through September 30<sup>th</sup>  
October 1<sup>st</sup> through December 31<sup>st</sup>  
January 1<sup>st</sup> through March 31<sup>st</sup>  
April 1<sup>st</sup> through June 30<sup>th</sup>

**Payment Date**

By October 30<sup>th</sup>  
By January 30<sup>th</sup>  
By April 30<sup>th</sup>  
By July 30<sup>th</sup>

**Paid On-Call:**

Each time a Firefighter responds to a call they will receive a point(s) as predetermined within the plan. For each point earned during a pay period the Firefighter shall receive that additional compensation. The additional compensation shall be added to their stipend check quarterly.

**Record Keeping:**

Attendance records shall be recorded and maintained on the town's Fire recording software program. The Administrative Secretary shall prepare the quarterly reports for payment utilizing the payment form provided. The fire companies shall complete all fire reports by the last day of the month. All requests for payment shall be completed and approved by the Fire Administrator no later than one week after the pay period.

A Town of Berlin Fire Departments Response Form will be faxed at the completion of each reportable activity to the Administrative Secretary at 860-828-8912. The form shall include TOB Incident Number, Type of Call, Points Awarded, Type of Activity, Firefighter Name, Firefighter Signature, and Department Officer In-Charge. This form will not replace the NFIRS 902 Report.

**DISCIPLINE:**

Any member who fraudulently violates these guidelines will be immediately suspended from the Paid On-Call Program for a period of six months.

Upon the second offence by a member, they will lose their privilege to participate in the Paid On-Call program for a period of 1 year.

The member will also be subject to their departments' discipline process.

The Chief of the affected department shall conduct an investigation which may include, but not limited to review written and or electronic records, witness statements and the statements of the offending member.

Members interviewed as part of the investigation shall answer all questions truthfully and directly as it may relate to any investigation. No member shall obstruct, hinder, or impede any investigation.

The Chief retains the right to treat each occurrence upon its individual merits without creating any precedent for the treatment of any other situation, which may arise in the future. A member's previous

record may be considered and more or less action may be taken depending on the circumstances and the member's service record.

## APPEALS PROCEDURE

The Appeals Board will be comprised of 1 Chief Officer from the remaining 3 departments not involved with the infraction.

If a member requests an appeal, they shall submit through the Chief of their respective department, a written request to bring the appeal to the Board of Fire Chiefs. Requests shall be made within 7 days of the Chief's notice of suspension from the Paid On-Call program. The member shall state the facts given, rise to the appeal, identify the violation, and indicate what relief is sought. The request shall be signed by the Chief and forwarded to the Board of Fire Chiefs within 3 days of the receipt of the request. The Board of Fire Chiefs shall call a hearing within 7 days to review the appeal and hear from the member and any other members involved. The Board of Fire Chiefs may do any of the following:

1. Overturn the disciplinary decision
2. Concur with the decision
3. Modify the decision

The Board of Fire Chiefs shall render a decision within 3 days of the hearing and will notify the Town Manager and affected member of the findings of the Board.

The decision by the Board of Fire Chiefs shall be final.

The preceding document has been approved by the following:

\_\_\_\_\_  
Interim Town Manager                      Date  
Arosha Jayawickrema

\_\_\_\_\_  
Fire Administrator                      Date  
James Simons

\_\_\_\_\_  
Chief David Pethigal                      Date  
Berlin Fire Department

\_\_\_\_\_  
Chief Thomas Farr II                      Date  
East Berlin Fire Department

\_\_\_\_\_  
Chief Jeff Pajor                      Date  
Kensington Fire Department

\_\_\_\_\_  
Chief Andrew Hrubiec                      Date  
South Kensington Fire Department

**ROBERT WOLF PENSION PROGRAM  
FOR THE TOWN OF BERLIN VOLUNTEER FIREFIGHTERS**

The Town of Berlin (the "Town") has adopted the following Award Program for the benefit of its Active Volunteer Firefighters:

ARTICLE I

Name and Effective Date

Section 1.1 This Plan shall be known as the "Robert Wolf Pension Program for the Town of Berlin Volunteer Firefighters" (the "Plan").

Section 1.2 This Plan shall be effective as of the 1<sup>st</sup> day of January, 1994.

ARTICLE II

Definitions

When used in this Plan, the following terms have the meanings set forth below, unless a different meaning is plainly required by the context:

"Account" means the bookkeeping account maintained on behalf of each participant reflecting his portion of Town contributions to the Plan, adjusted for any net earnings or losses thereon.

"Active Volunteer" or "Active Volunteer Firefighter" means such individual, as defined under the By-Laws of the Town of Berlin Volunteer Firefighters' Departments.

"Anniversary Date" means December 31<sup>st</sup> of each Plan year. The Plan Year will be from January 1<sup>st</sup> to December 31<sup>st</sup>.

"Application for Benefits" means the form provided by the Plan Administrator which shall be completed by the Participant, Terminated Participant or his Beneficiary in order to receive benefits hereunder.

"Armed Forces of the United States of America" means the Army, Navy, Marine Corps, Air Force, Coast Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, or Air National Guard.

"Beneficiary" means any individual, trust, estate, or other recipient entitled to receive death benefits payable hereunder, on either a primary or contingent basis.

"By-Laws" means the By-Laws for the Town of Berlin Volunteer Firefighters' Departments.

Amended & Restated 04/10/2003  
Amended & Restated 06/15/2004  
Amended 02/27/2007

"Deployed" means the period of time during which an individual who is on a Leave of Absence is on active duty in the Armed Forces of the United States of America in readiness for combat.

"Disabled Participant" means an individual who was a Participant and who is receiving disability benefits under the Social Security Act. A Participant who is not covered by the Social Security System becomes a Disabled Participant if he has become permanently and totally incapable of engaging in any service as an Active Volunteer Firefighter for the Town for physical reasons, provided such disability is certified to the Plan Administrator by a licensed physician approved by the Plan Administrator. Such disability shall be deemed to exist only when an Application for Benefits has been filed with the Plan Administrator by or on behalf of such Participant.

"Firefighters Incentive Review Board" means a board consisting of two members of the Town Council, the Town's Town Manager or his designee and two Active Volunteer Firefighters who do not have the designation of "Chief".

"Pension Program Account" means an account which is credited with a Participant's Account balance.

"Leave of Absence" means an interruption of service authorized in accordance with Article IX.

"Participant" means an Active Volunteer who is eligible under the terms of Article III of this Plan, but unless specifically provided otherwise, shall not include a Terminated Participant, a Disabled Participant, or a Participant who has become ineligible for any reason.

"Past Years of Service" means the service of a Participant prior to January 1, 1994.

"Plan" means the Robert Wolf Pension Program for the Town of Berlin Volunteer Firefighters as of its original effective date, including any subsequent amendments thereto.

"Plan Administrator" means the Town Manager.

"Point" means a unit credited to an active Volunteer in recognition of his performance of a certain duties with this credit determined in accordance with the method explained in Schedule A attached hereto, as amended on 04/10/03 and 06/15/04.

"Probationary Period" means the initial period of work of up to six months, as an Active Volunteer Firefighter, during which the Active Volunteer Firefighter is on probation.

"Plan Year" means each 12-month period ending on December 31<sup>st</sup>.

"Terminated Participant" means a Participant whose status as a Participant ceases for reasons other than death or disability as pursuant to Sec. 7.2 hereof.



"Town" means the Town of Berlin in the State of Connecticut.

"Trust Agreement" means the agreement entered into between the Town and the Trustee.

"Trustee" means the Town Treasurer.

"Trust Fund" means all the assets held under the Trust Agreement.

"Valuation Date" means the last day of the Plan Year coinciding with or following the date the Plan Administrator directs the Trustee to commence benefit distributions.

"Year of Service" means a Plan Year during which an Active Volunteer has been credited with at least 65 points as described in Schedule A. & A.2.

The singular form of any word shall include the plural and the masculine gender shall include the feminine wherever necessary for the proper interpretation of this Plan

### ARTICLE III

#### Volunteers Entitled to Participate

Section 3.1 An individual who was an Active Volunteer as of February 9, 1994 shall become a Participant in this Plan for the Plan Year commencing on January 1, 1994. An individual who was not an Active Volunteer as of February 9, 1994 shall become a Participant in this Plan on the date on which he has completed his Probationary Period provided that he is an Active Volunteer on that date.

Section 3.2 If a Participant resigns as an active Volunteer Firefighter, he shall cease to be a Participant and shall become a Terminated Participant. A Terminated Participant shall again become a Participant on the first day of the Plan Year following his completion of one Year of Service after his return as an Active Volunteer.

### ARTICLE IV

#### Town Contributions

Section 4.1 (a) Subject to the provisions of this Section 4.1, of each Plan Year beginning on or after January 1, 1994, the Town shall contribute on behalf of each Participant described in subsection on or about the 1<sup>st</sup> two weeks of July of each year (b) hereof the amount of \$250.00.

Effective July 1, 2006 plan year 2005 \$300.00

Effective July 1, 2007 plan year 2006 \$350.00

Effective July 1, 2008 plan year 2007 \$400.00

Effective July 1, 2009 plan year 2008 \$450.00

Effective July 1, 2010 plan year 2009 \$500.00

Each Active Volunteer on February 9, 1994 shall automatically be credited with 32 ½ points for the six month period ending June 30, 1994.

- (b) Participants eligible for an allocation under subsection (a) hereof shall include (i) each Participant who completes a Year of Service during the Plan Year and whose status as an Active Volunteer has not terminated on December 31<sup>ST</sup> of each year, (ii) each Participant who shall have died or become a Disabled Participant during the Plan Year, and (iii) each Participant who has entered the Armed Forces of the United States of America, is on a Leave of Absence, and has been Deployed.”

Section 4.2 Town contributions that are required under this Article IV with respect to a Plan Year shall be made as follows: A list of Participants eligible for an allocation (under Section 4.1, subsection (a), for each Plan Year shall be compiled and submitted according to Schedule A.3 to the Town Manager by January 15<sup>th</sup>. Upon review and approval of this list, the Town Manager will recommend funding of the Plan for the following fiscal year. The Town may make contributions on or about the first two weeks of July.

Section 4.3 In addition to the contribution made by the Town under Section 4.1(a), for the Plan Year ending December 31, 1994, the Plan Administrator will credit to the account of each Participant who was an Active Volunteer on February 9, 1994 and who is described on Schedule B, an amount equal to \$100 times each full 12 months prior to January 1, 1994 that such Participant was an Active Volunteer.

Section 4.4 Participant must give the Town Of Berlin their Social Security Number and Address for future payouts.

## ARTICLE V

### Allocation of Town Contributions and of Net Earnings and Losses

Section 5.1 The Trustee shall maintain an Account in the name of each Participant and shall credit to each such Account the Town’s contributions made on behalf of the Participant.

Section 5.2 The Plan Administrator shall, within a reasonable time after the end of each Plan Year, notify each Participant of the amount of net earnings credited to his account, the amount of annual contributions allocated to such account and the total value of such account.

Section 5.3 The Town will deposit to each account the amount of \$250.00 on or about the 1<sup>st</sup> two weeks of July to each participant that was eligible according to schedule A.& A.2.

Effective July 1, 2006 plan year 2005 \$300.00

Effective July 1, 2007 plan year 2006 \$350.00

Effective July 1, 2008 plan year 2007 \$400.00

Effective July 1, 2009 plan year 2008 \$450.00

Effective July 1, 2010 plan year 2009 \$500.00

## ARTICLE VI

### Payment of Pension Program Benefits

Section 6.1 (a) Upon a Participant becoming a Disabled Participant, he shall become entitled to the total value of his Account determined as of the Valuation Date. The amounts to which the Disabled Participant is entitled shall be paid within 90 days after approval by the Plan Administrator of such disability following receipt of an Application for Benefits.

(b) The amounts to which a Disabled Participant is entitled shall be paid to him in a single lump sum payment.

Section 6.2 (a) If a Participant dies prior to payment of his Account, the Participant's designated Beneficiary shall be entitled to an amount equal to the value of the Participant's Account.

(b) Each Participant shall have unrestricted right to designate a Beneficiary to receive death benefits which are payable hereunder, and to change any such designation on a form furnished by and filed with the Plan Administrator. In the event that a Beneficiary has not been designated by the Participant, the money will go to the Participant's estate.

(c) Death benefits payable under this Section 6.2 shall be distributed within 90 days after notification to and verification of such Participant's death by the Plan Administrator. Death Benefits shall be paid to the Beneficiary in a single lump sum payment. For purposes of this subsection (c), a Participant shall also include a vested Terminated Participant who dies prior to receiving any benefit payments from the Plan, and the death benefit payable on behalf of such a vested Terminated Participant shall equal the value of his vested interest in his Account.

## ARTICLE VII

### Termination of Participation

Section 7.1 A Participant shall become a Terminated participant upon written resignation and request for his Account. A Terminated Participant shall receive only those benefits provided in this Article.

Section 7.2 A Terminated Participant shall receive the value of his Account determined by the termination date after the resignation letter is approved by Chief and Plan Administrator and received by the Trustee. The amounts to which such Terminated Participant is entitled shall be paid to him in a single lump sum payment within 30 days of termination from the fire service.

Section 7.3 According to the laws of July 1, 2002 all Pension Funds must be taken out by age 70 ½ . Should the Congress or regulatory bodies amend this age, the withdrawal age in this plan will be changed in accordance with the United States' law and/or regulations.

Section 7.4 Recipients of funds will receive a 1099-R (or successor) form mailed by January 31<sup>st</sup> of each year following the year of pay-out.

## ARTICLE VIII

### Application for Benefits

Section 8.1 An Application for Benefits must be filed with the Plan Administrator in accordance with such rules and procedures as the Plan Administrator shall prescribe in order for benefits to be paid to a participant or Beneficiary. A member must be in good standing as defined by the Fire Departments' policies before being eligible for funds.

Section 8.2 The Application for Benefits required for the payment of death benefits under Article VI hereof must be filed by the Beneficiary of a Deceased Participant or the legal representative of his estate and must be accompanied by a death certificate.

Section 8.3 The Plan Administrator and the Town shall be discharged from any liability resulting from a failure to pay benefits as they become due if reasonable effort has been made to contact the Participant at his last address on record. If the Plan Administrator is unable to locate the Participant at such address, his benefits shall be forfeited as of the last day of the Plan Year following the Plan Year in which he has accumulated no points for five consecutive Plan Years.

Section 8.4 The Plan Administrator shall notify the applicant in writing of the action taken regarding his Application for Benefits within a reasonable period of time following the receipt of such Application. In the event of a denial of benefits, the Plan Administrator shall furnish a written notification which shall include the reasons for the denial; specific references to the Plan provisions on which the denial is based; a description of any additional material or information necessary for the applicant to perfect the Application including an explanation of why such material or information is necessary; and an explanation of the review procedure set forth hereunder.

Section 8.5 In the event an applicant has received a written denial of his Application for Benefits, he may appeal by filing with the Plan Administrator a written request for review, which request shall be referred, by the Plan Administrator, to the Firefighters Incentive Review Board. Such request must be made within 60 days following receipt of the written denial. In connection with any request for review, the applicant may at any time review pertinent documents and may submit issues and comments in writing. The Plan Administrator shall notify the applicant of his determination within 60 days following his receipt of the request for review.

## ARTICLE IX

### Leave of Absence

Section 9.1 An Active Volunteer shall be granted a Leave of Absence for the purpose described in Section 9.3 or 9.4 hereof provided that a written request for such Leave of Absence shall be approved by the Firefighters Incentive Review Board. The Review Board may grant an Active Volunteer a Leave of Absence for any other reasons it deem appropriate.

Section 9.2 Any Account maintained for an Active Volunteer shall continue to earn interest during his leave of absence. No contribution shall be made to an Account during an Active Volunteer's Leave of Absence.

Section 9.3 If any Active Volunteer enters the Armed Forces of the United States of America, such individual shall be treated as on Leave of Absence provided:

- (a) The individual discontinued his service as an Active Volunteer for the purpose of entering the Armed Forces of the United States;
- (b) The individual returns to service as an Active Volunteer within 90 days after his discharge or separation from the Armed Forces of the United States;
- (c) The individual has received a certificate from the Armed Forces of the United States stating satisfactory completion of his military service;
- (d) The individual serves not more than four years in the Armed Forces of the United States (plus any period of additional service imposed pursuant to law); and
- (e) The circumstances of the Town have not changed since such individual's status as an Active Volunteer ceased for the purpose of entering the Armed Forces of the United States so as to make it unreasonable to continue his service as an Active Volunteer.

Section 9.4 An individual shall be treated as on a Leave of Absence if the Plan Administrator determines that the individual is a full time student enrolled in any college, university or similar institution for higher education.

Section 9.5 If an individual fails to become an Active Volunteer for the Town within 30 days following termination of his leave of absence, his service as an Active Volunteer for the town shall be considered terminated of the last day of his Leave of Absence.

Section 9.6 Notwithstanding the provisions of Section 9.2, an individual who is on a Leave of Absence due to Deployment with the Armed Forces of the United States and is otherwise a Participant in the Plan shall receive any contribution to his Account, in accordance with Article IV, so long as the provisions of Section 9.2 (a) through (e) are met. In addition, any account maintained for such individual shall continue to earn interest during his Leave of Absence due to Deployment.

## ARTICLE X

### Rights of a Participant

Section 10.1 The adoption and maintenance of this Plan shall not be construed as creating any contract of service between the Town and any Active Volunteer. This Plan shall not affect the right of the Town to deal with its Active Volunteers in all other respects, including their discharge or conditions of service as an Active Volunteer.

Section 10.2 No right or interest of any Participant in any part of the Trust Fund shall be transferable or assignable by the Participant or be subject to alienation, anticipation, of encumbrance by the Participant. Each participant shall have no rights under this Plan other than those of a general unsecured creditor of the Town.

## ARTICLE XI

### Plan Administrator

Section 11.1 The Plan Administrator shall supervise and control the operation of this Plan and shall have all powers necessary to accomplish that purpose, including the power to make rules and regulations pertaining to the administration of this Plan. The Plan Administrator shall determine the Plan's short and long term financial needs and communicate these requirements to the Trustee.

Section 11.2 The Plan Administrator may delegate all or part of his duties. The Plan Administrator shall be liable for any acts or omissions of the persons to whom such duties have been delegated.

Section 11.3 The Plan Administrator shall have the power to designate an agent for service of legal process for the Plan.

Section 11.4 The Plan Administrator shall authorize all expenses of the Plan, including fees paid to investment managers, agents, or counsel hired by the Plan Administrator to assist him.

Section 11.5 The Plan Administrator, in exercising his discretion, shall do so in a uniform and nondiscriminatory manner, treating all Active Volunteers in similar circumstances alike.



Section 11.6 Fire chiefs are responsible for record keeping as it pertains to each Active Volunteer's compliance with Schedule A & A.2. during each Plan Year. The Firefighters Incentive Review Board is responsible for verification of the points, grievance and dispute resolution and certification of a final list of eligible Active Volunteers for a Year of Service. The Chief shall, within a reasonable time after the end of each Plan Year, provide each Active Volunteer with a statement indicating the level of compliance that he has been credited with for such year according to Schedule A.3. In the event that an Active Volunteer does not agree with the statement provided by the Fire Chief, he may request that the statement be reviewed for error by the Firefighters Incentive Review Board. Such request must be in writing and filed within 15 days following the Active Volunteer's notification of his compliance that he has been credited with for the Plan year. The Firefighters Incentive Review Board shall notify the Active Volunteer in writing of its final determination within 60 days following the receipt of the Active Volunteer's request for review. The Firefighters Incentive Review Board's final determination shall be binding on all parties.

## ARTICLE XII

### The Trust Fund

Section 12.1 The Trust Fund established to hold Plan assets shall at all times remain subject to the claims of the Town's general creditors.

Section 12.2 The Trustee shall have such powers as to investment, reinvestment, and control of the funds which includes 3<sup>rd</sup> party administrators as provided in the Plan and the Trust Agreement.

Section 12.3 If the assets of the Trust Fund are otherwise used for the benefit of the Town's creditors, and assets are not available under the Trust Fund to provide Plan benefits, no benefits will be provided by this Plan. Each Participant will always be an unsecured, general creditor of the Town as described in Section 10.2 of the Plan.

## ARTICLE XIII

### Miscellaneous Provisions

Section 13.1 The Town, the Plan Administrator, and the Trustee shall be discharged from any liability in acting upon any representations by an Active Volunteer of any fact affecting his status under this Plan or upon any notice, request, consent, letter, telegram, or other document believed by them, or any of them, to be genuine, and to have been signed or sent by the proper person.

Section 13.2 This Plan shall be construed according to the laws of the State of Connecticut, except as such laws are superseded by Federal law.

## ARTICLE XIV

### Amendment

Section 14.1 The Town Council shall have the right to amend this Plan at any time. Any such amendment shall be effective at least 30 days after written notification has been received by the Town of Berlin Volunteer Firefighters' Departments.

## ARTICLE XV

### Discontinuance of Plan

Section 15.1 Although the Town expects to continue the Plan and the contributions to the Trust Fund indefinitely, the Town Council may, upon majority vote, terminate the Plan and all further contributions to the Trust Fund for any reason and at any time, upon written notice to the Volunteer Fire Departments.

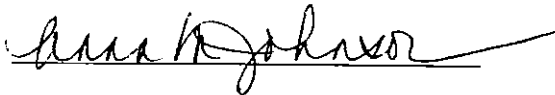
Section 15.2 (a) Upon termination of the Plan, the Plan Administrator shall so notify the Trustee of such event in writing. The Trust Fund shall continue until all funds are distributed in accordance with the terms of this Plan. All of the provisions of the Plan and Trust Agreement shall remain in force which are necessary, in the sole opinion of the Plan Administrator, other than the provision relating to Town contributions. The Trust Fund shall be held, administered, and distributed by the Trustee and the Plan Administrator in the manner provided in this Plan.

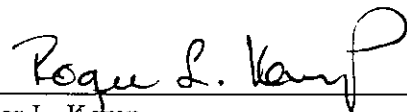
(b) Anything herein to the contrary notwithstanding, the Town may, at any time, terminate the Trust Fund. In such case the amount in the Account of each Participant, Disabled Participant, Terminated Participant, and the Beneficiary of any deceased Participant shall, at the option of the Town, be distributed to such individual absolutely and free of trust.

Section 15.3 The Trustee's fees and expenses of administration of the Trust Fund and other expenses incident to the termination and distribution of the Trust Fund incurred after the termination of this Plan and the Trust Agreement shall be paid from the Trust Fund.

Dated this 27<sup>nd</sup> day of February, 2007.

Witness:



By:   
Roger L. Kemp  
Interim Town Manager

Amended & Restated 04/10/2003  
Amended & Restated 06/15/2004  
Amended 02/27/2007

**ROBERT WOLF PENSION PROGRAM FOR THE TOWN OF BERLIN  
VOLUNTEER FIREFIGHTERS**

<u>Name of Plan:</u>	Robert Wolf Pension Program for the Town of Berlin Volunteer Firefighters
<u>Effective Date:</u>	July 1, 1994; Amended & Restated April 10, 2003, and June 15, 2004; Amended February 27, 2007
<u>Eligibility:</u>	Individuals must hold status as an Active Firefighter on February 9, 1994 having met the physical requirements on or before said date, and must maintain active status to remain eligible.
<u>Participant:</u>	Any volunteer who continues to meet eligibility requirements.
<u>Year of Good Service:</u>	A calendar year in which a Participant meets the minimum requirements in accordance with Schedule A.
<u>Vesting:</u>	A Participant is 100% vested immediately. All service prior to July 1, 1994 will be considered Good Years of Service and opening account balances will equal \$100.00 x such years. Starting April 10, 2003, a Good Year of Service will be defined in accordance with Schedule A. & A.2
<u>Yearly Contribution:</u>	The sum of \$250.00 per person will be deposited during the first two weeks of July of each year for a person who meets the minimum requirement in accordance with Schedule A. & A.2. <u>Effective July 1, 2006 plan year 2005 \$300.00</u> <u>Effective July 1, 2007 plan year 2006 \$350.00</u> <u>Effective July 1, 2008 plan year 2007 \$400.00</u> <u>Effective July 1, 2009 plan year 2008 \$450.00</u> <u>Effective July 1, 2010 plan year 2009 \$500.00</u>
<u>Contribution Date:</u>	On or about the 1 <sup>st</sup> two weeks of July of each year for the preceding calendar Year of Service.
<u>Payouts:</u>	Only upon resignation, retirement or death, Participants or their Beneficiaries will be paid within 30 days following such event, provided sixty (60) days prior notice was given for resignation or retirement.
<u>Payout Options:</u>	Lump sum distribution.
<u>Trustee:</u>	Appointed by the Town Manager

**SCHEDULE A**  
**Town of Berlin Fire Departments**  
**Firefighters Award Plan Guidelines**

Fire Department Availability Record

Record to be kept for three years.

Availability Request to be turned in each Monday if changes are made to master schedule.

Master Schedule will be completed every quarter for members working rotating shifts.

Appeals process

See Sec. VIII, 8.5

Management/Labor

Mandatory Training

12 Drills per year

OSHA Mandates

-SCBA/Fit Test

-Bloodborn Pathogens

-CPR

-HazMat Operational Refresher

-Live Fire Training

-Incident Command System

Categories

Firefighter-Trained to NFPA Standard 1001 or equivalent in accordance with departmental policies.

Driver/Operator – 2Q or CDL

-Qualified on Primary Response Apparatus by December 31, 2000

-EBFD – E5, R5

-KFD – SQ4, L3

-BFD – E8, T9

-SKFD – E12, ET15

Assist Foreman/Foreman/Lieutenant – Meet minimum requirements of Firefighter and Driver/Operator and holds the position in accordance with departmental guidelines.

Captain/Assistant Chief/Chief – Meet minimum requirements of Firefighter, Driver/Operator and Lieutenant and holds the position in accordance with departmental guidelines.

If there is a change in and during a year, the rank being held will be prorated.

Firefighter's Responsibility

Attend fires and emergencies when available

Attend training sessions to meet the minimum requirements

Biannual Fire Department Physical

Member in "Good Standing" in accordance with department guidelines

Responsible for submitting changes to Master Schedule

**SCHEDULE A.1.**

**Town Of Berlin Fire Departments Firefighters Awards Program**

Rank	30% of Available Calls	40% of Available Calls	50% of Available Calls
Firefighter	\$600.00	\$700.00	\$800.00
Driver/Operator	\$800.00	\$900.00	\$1,000.00
Officers	\$1000.00	\$1,100.00	\$1,200.00
Administrative Officers	\$1,200.00	\$1,300.00	\$1,400.00

A minimum of 30% of responses is needed along with requirements in Schedule A.1. to earn the Firefighters Award Program. The firefighter will also be required to attend a minimum of 12 training sessions a year to qualify.

Amended & Restated 4/10/2003

Amended & Restated 06/15/2004

Amended 02/27/2007

**A.2.**  
**Town of Berlin Fire Departments**  
**Robert Wolf Pension Program**  
**Points System**

A minimum of 65 points is needed to earn the Robert Wolf Pension Program.

<b>Points:</b>	A minimum of 5 Points is required in the following categories: Training, Organizational Meetings, and Non-Emergency Activities.	
<b>Drills:</b>	20 Points Maximum One Point per Drill 2-Hour Minimum per Drill	
<b>Training Courses:</b>	25 Point Maximum 0 – 15 Hours – 5 Points per Course 16 – 45 Hours – 10 Points per Course 46 Hours or Longer – 15 Points	
<b>Department Responses:</b>	30 Points Required in this Category  30% of Available Responses – 30 Points 40% of Available Responses – 40 Points 50% of Available Responses – 50 Points	
<b>Organizational Meetings:</b>	One Point for attendance at any Official Departmental Meeting	
<b>Stand-by:</b>	One Point for any On-duty Activity Lasting at Least 4 Hours	
<b>Non-Emergency Activity:</b>	One Point per Activity	
<b>Rank Points:</b>	Chief – 8 Asst. Chief – 7 Captain – 6 Other Active Officers – 5 Commissioners – 2	President - 2 Vice President - 2 Secretary – 2 Treasurer – 2

Amended & Restated 04/10/2003  
Amended & Restated 06/15/2004  
Amended 02/27/2007

A.3  
Town of Berlin Fire Departments

Robert Wolf Pension and Firefighter Award Programs

Department \_\_\_\_\_ Plan Year \_\_\_\_\_

Name & Address	SS#	Responses	% of Responses	Drills	Mandatory	Training Programs	Meetings	Stand-by	Activities	Rank - Credit	Total	Wolf Plan	Firefighter Program
Bob Smith 123 Towne Road Anytown, CT 00000	000-00-0000	89	41%	19	Yes	10	9	5	8	Driver - 0	81 Points	YES	\$900.00
Tom Jones 456 Redcoat Lane Smithtown, CT	111-11-1111	105	53%	20	Yes	5	4	1	3	Firefighter - 0	83 Points	NO	\$800.00
Pete Brown 789 Main Road E. Anytown, CT 00000	222-22-2222	72	30%	14	No	5	6	1	5	Captain - 6	67 Points	YES	\$0.00

Chief \_\_\_\_\_ Date \_\_\_\_\_ Town Manager \_\_\_\_\_ Date \_\_\_\_\_

04/10/2003  
Amended & Restated 06/15/2004

RECEIVED FOR RECORD  
TOWN CLERK  
2007 MAR 13 P 4: 04  
Kathryn Miller  
BERLIN, CT

**SAMPLE**



**TOWN OF BERLIN FIRE DEPARTMENTS**  
**BERLIN, EAST BERLIN, KENSINGTON, SOUTH KENSINGTON**

240 Kensington Road  
Berlin, CT 06037

**Paid-On-Call Program**  
*Schedule A and Incentive Requirements*

**PURPOSE:**

This plan provides Monetary Compensation to the Active Firefighters of the Town of Berlin in an effort to provide assistance to cover the firefighter's expenses during the execution of their duties.

The Paid On-Call program is an additional incentive for those members who, on an annual basis, have successfully completed the required training and Firefighter in Good Standing Points necessary to be recognized as an Active Firefighter in good standing within one of the Town of Berlin Fire Departments.

The Robert Wolfe Programs provides a monetary payment into the Firefighters 401 for each firefighter in "Good Standing"

**SCOPE:**

This plan applies to all "Active Firefighters in Good Standing" within the Town of Berlin Fire Departments.

**DEFINITIONS:**

**Annual Stipend**

An Annual Stipend shall be awarded to an Active Firefighter that maintains their affiliation to a Fire Company and is in good standing. Each Firefighter shall maintain a required standard of training set forth by the Board of Fire Chiefs. The required training shall include but is not limited to the yearly State and Federal Certifications and Re-Certifications along with a minimum of twelve department drills, outside training, Department meetings and work sessions. The stipend will be earned in the previous calendar year.

**Paid On-Call:**

In this section the firefighter shall receive compensation for each time he/she responds to a Call for Duty.

- **Points and Payment Structure**

A point represents a value that is used to calculate Firefighters participation for a Call to Duty. A point will have a monetary value of \$10.00. Incident Response shall be awarded 3 points for each response. The Officer In-Charge shall be responsible for entering the appropriate response code. The Board of Fire Chiefs shall provide quality assurance. Responses shall be broken into two categories and assigned the following points in the Firehouse Recordkeeping System: It is the Company Chiefs' responsibility to ensure their company incident report and attendance section is properly entered in the Firehouse Record keeping system by the end of each quarter.

Attendance records shall be faxed into the Fire Administration office immediately following the event.

**Points**

Incident Responses include but not limited to: ~~Emergency/Non-Emergency Calls~~=3

Including but not limited to:

- Structure, Vehicle, Brush and Grass Fires
- MVA w/ Injuries
- Rescue Incidents
- Automatic Alarms
- Pump Out
- Hazardous Materials Incidents
- MVA w/ No Injuries
- Electrical Emergency
- CO Incident
- Lock-outs
- Investigations
- Assists other Agencies and Mutual Aid
- Good Intent
- Other: \_\_\_\_\_

~~Fire Watch—6 points~~ Additional Duties (Compensated Paid out for) – 10 points

Fireworks  
Fair Fire Watch  
Fire Watch  
Public Education

Robert Wolf:

The Robert Wolf Programs provides a monetary payment into the Firefighters 401 for each firefighter in “Good Standing”

**Firefighter in Good Standing:**

To participate in the Paid On-Call, Stipend and the Fire Watch Program a firefighter shall be considered to be a “Firefighter in Good Standing” by meeting the following requirements and earning a total of 30 points a year (There is no monetary value associated with the points awarded under this category):

- State of Connecticut Firefighter-I or approval by ~~Board of Fire Chiefs~~ Chief of Fire Services
- 20% of the Companies Available Calls\* Availability is calculated by providing 60hrs a week of off time
- Attend a minimum of twelve department training sessions including but not limited to Mandatory and Online ~~all annual~~ training for the previous calendar year (1 Point)
- Attend a minimum of six department Business Meetings (1 Point)
- Outside Training Sessions

(0 – 16 Hours – 5 Points, 17 – 48 Hours – 10 Points, 49 Hours or Longer – 15 Points)

- Department Meetings (1 Point)
- Work Sessions (1 Point)
- Rank (Chief – 8 Points, Asst. Chief – 7 Points, Captain – 6, Active Officers – 5, Commissioners – 2)

#### **Mandatory Annual Training:**

Mandatory Annual training is required to comply with local, state and federal guidelines to operate at emergency scenes. Mandatory Annual Training shall include but not be limited to:

- SCBA/Fit Test (Classroom, Practical and Fit Testing)
- Blood borne Pathogens
- CPR-AED (Hold a current card and show proficiency)
- Hazardous Materials (Certification or Re-certification)
- Live Fire Training
- Incident Command System (N.I.M.S.)
- Behavioral Management, Sexual Harassment and Work Place Violence
- Completion of all online training

#### **Fire-Watch-Procedures Additional Duties**

Any request for Fire-Watches- Additional Duties shall be coordinated through the Fire Administrators office. Any

Department providing these fire watch services, shall forward those requests to the Fire Administrators Office for purposes of ensuring the positions are filled, as well as the proper documentation and budgeting requirements. All Fire-watches- Additional Duties shall be evenly divided among all four departments. If a department cannot provide personnel to cover their portion of a watch, it will then be put out on a first come, first serve basis. All Fire-Watch- Additional Duties (as listed above) shall be given 6 10 points (generally a watch will be 3-4 hours and no longer than 5 hours). The Town of Berlin Fire Departments will compensate a pre-determined number of firefighters per hour, per event. All Fire Personnel shall be dressed neatly and dressed in Station Uniforms or Cargo pants and a Company Shirt, which will clearly identify them as FD personnel.

#### **Personnel Training Requirements**

- Minimum of Firefighter 1
- Medical Minimum – EMR (for medical positions)

#### **Staffing**

- Fireworks: 1 Driver/Operator, 2 Firefighters and 1 Supervisor  
- Secondary crew for fireworks: 1 Driver, 2 Firefighters and 1 Supervisor
- Fair Fire Watch: 2 Drivers/Operators, 2 Firefighters, 1 Medical and 1 Supervisor
- Fire Watch (due to lack of fire alarm or suppression system): 1 Firefighter
- Public Appearance/Education: 2 Firefighters

#### **Firefighter Categories:**



Each firefighter's duties and responsibilities vary greatly. The amount of time it takes to full fill a position and responsibility that accompanies each position differs greatly. This plan acknowledges and awards for those differences.

An Annual Stipend shall be paid for the ~~four~~ Firefighter categories:  
See Attached Spread sheet:

- |  |                        |
|--|------------------------|
| 1. <del>Certified Firefighter or approved Support Staff:</del> | <del>\$ - 800.00</del> |
| 2. <del>Driver/Operator:</del>                                 | <del>\$1,000.00</del>  |
| 3. <del>Active Officer (Up to Captain)</del>                   | <del>\$1,200.00</del>  |
| 4. <del>Administrative Officer (Captain and above)</del>       | <del>\$1,400.00</del>  |

- Firefighter: State Certified minimum FF1 or approved Support Staff
- Driver Operator: cleared to drive and operate the two primary pieces in their company
- Line Officer: Captain, Lieutenant, meeting the certifications within the TOBFD's policy

Additional Pay received for items listed below:

- Training Officer: Meeting the certifications within the TOBFD's policy
- Engineer/Forman: one per company
- Medically certified: State certified EMR or EMT

Formatted: List Paragraph, Bulleted + Level: 1 +  
Aligned at: 1" + Indent at: 1.25"

Formatted: List Paragraph, Bulleted + Level: 1 +  
Aligned at: 1" + Indent at: 1.25"

#### **POLICY:**

##### **Stipend:**

An Active Firefighter in Good Standing shall be paid a Stipend for their service during the year. The Stipend shall be divided into four pay periods and paid out quarterly.

*Example: A Firefighter receives \$800 annually. The payment should be \$200 for each pay period.*

##### **Pay Periods**

July 1<sup>st</sup> through September 30<sup>th</sup>  
October 1<sup>st</sup> through December 31<sup>st</sup>  
January 1<sup>st</sup> through March 31<sup>st</sup>  
April 1<sup>st</sup> through June 30<sup>th</sup>

##### **Payment Date**

By October 30<sup>th</sup>  
By January 30<sup>th</sup>  
By April 30<sup>th</sup>  
By July 30<sup>th</sup>

##### **Paid On-Call:**

Each time a Firefighter responds to a call they will receive a point(s) as predetermined within the plan. For each point earned during a pay period the Firefighter shall receive that additional compensation. The additional compensation shall be added to their stipend check quarterly.

##### **Record Keeping:**

Attendance records shall be recorded and maintained on the town's Fire recording software program. The Administrative Secretary shall prepare the quarterly reports for payment utilizing the payment form provided. The fire companies shall complete all fire reports by the last day of the month. All

requests for payment shall be completed and approved by the ~~Fire Administrator~~ Chief of Fire Services no later than one week after the pay period.

A Town of Berlin Fire Departments Response Form will be faxed at the completion of each reportable activity to the Administrative Secretary at 860-828-8912. The form shall include TOB Incident Number, Type of Call, Points Awarded, Type of Activity, Firefighter Name, Firefighter Signature, and Department Officer In-Charge. This form will not replace the NFIRS 902 Report.

#### **DISCIPLINE:**

Any member who fraudulently violates these guidelines will be immediately suspended from the Paid On-Call Program for a period of six months.

Upon the second offence by a member, they will lose their privilege to participate in the Paid On-Call program for a period of 1 year.

The member will also be subject to their departments' discipline process.

The Chief of the affected ~~department~~ Company shall conduct an investigation which may include, but not limited to review written and or electronic records, witness statements and the statements of the offending member.

Members interviewed as part of the investigation shall answer all questions truthfully and directly as it may relate to any investigation. No member shall obstruct, hinder, or impede any investigation.

The Chief retains the right to treat each occurrence upon its individual merits without creating any precedent for the treatment of any other situation, which may arise in the future. A member's previous record may be considered and more or less action may be taken depending on the circumstances and the member's service record.

#### **APPEALS PROCEDURE**

The Appeals Board will be comprised of 1 Chief Officer from the remaining 3 departments not involved with the infraction.

If a member requests an appeal, they shall submit through the Chief of their respective department, a written request to bring the appeal to the Board of Fire Chiefs. Requests shall be made within 7 days of the Chief's notice of suspension from the Paid On-Call program. The member shall state the facts given, rise to the appeal, identify the violation, and indicate what relief is sought. The request shall be signed by the Chief and forwarded to the Board of Fire Chiefs within 3 days of the receipt of the request. The Board of Fire Chiefs shall call a hearing within 7 days to review the appeal and hear from the member and any other members involved. The Board of Fire Chiefs may do any of the following:

1. Overturn the disciplinary decision
2. Concur with the decision
3. Modify the decision

The Board of Fire Chiefs shall render a decision within 3 days of the hearing and will notify the ~~Town~~  
~~Manager- Chief of Fire Services~~ and affected member of the findings of the Board.

The decision by the Board of Fire Chiefs shall be final.

The preceding document has been approved by the following:

Interim Town Manager	Date	<del>Fire Administrator</del> <u>Chief of Fire Services</u>
Date	<del>Arosha Jayawickrema</del> <u>Ryan Curley</u>	James Simons

Chief <del>David Pethigal</del> <u>John Massirio</u>	Date	Chief Thomas Farr II
Berlin Fire Department		East Berlin Fire Department

Chief Jeff Pajor	Date	Chief Andrew Hrubiec	Date
Kensington Fire Department		South Kensington Fire Department	



Schedule A

**Current status**

<u>Rank</u>	<u>Description</u>	<u>Reward</u>	<u># of Staff</u>	<u>Total for the Year</u>
Firefighter	State Certified	\$800	19	\$15,200
Driver Operator	State Certified + Trained, lic DMV Class B or Q	\$1,000	14	\$14,000
Officer	Lt./Engineer	\$1,200	10	\$12,000
Admin Officer	Captain and above	\$1,400	14	\$19,600
	<b><u>Sub-Total</u></b>			<b><u>\$60,800</u></b>

**Proposed Changes**

<u>Rank</u>	<u>Description</u>	<u>Reward</u>	<u># of Staff</u>	<u>Total for the Year</u>
Firefighter	State Certified	\$1,000	19	\$19,000
Driver Operator	State Certified + Trained, lic DMV Class B or Q	\$1,300	14	\$18,200
Officer	Leut. / Capt. Meeting the Current Standards spelled out in FD Policy	\$1,500	15	\$22,500
Admin Officer	Chief or Assistant Chief Meeting the Current Standards spelled out in FD	\$1,700	9	\$15,300
<b><u>Additional Duties</u></b>				
<u>Type</u>	<u>Description</u>	<u>Reward</u>	<u># of Staff</u>	
Training Officer and or Foreman, engineer	Company Training officer, Engineer or Foreman	\$200	8	\$1,600
Medically certified	Firefighter EMR/EMT	\$200	42	\$8,400
	<b><u>Grand Total</u></b>			<b><u>\$85,000</u></b>

<u>Paid on Call</u>	<u>Point worth \$10 per point</u>	<u>Total</u>
<u>Incident Response</u>	<u>3 Points for each incident responding to, only to responses that are actually responded to</u>	<u>\$30.00</u>
<u>Public Appearance of Fire Watch</u>	<u>10 Points awarded for preapproved details of 4 hours, Fire Watch, Pub Ed, Stand bys</u>	<u>\$100.00</u>
<u>Robert Wolf</u>	<u>Must be a member in good standing (See Attached)</u>	<u>\$500</u>