



**AGENDA  
ENFIELD TOWN COUNCIL  
REGULAR MEETING**

**Monday, June 20, 2016  
7:00 p.m. – Council Chambers**

**6:45 Public Hearing – 2016 Neighborhood Assistance Act**

1. **PRAYER – Gina Cekala**
2. **PLEDGE OF ALLEGIANCE.**
3. **ROLL CALL.**
4. **FIRE EVACUATION ANNOUNCEMENT.**
5. **MINUTES OF PRECEDING MEETINGS.**
  - **Special Meeting – June 6, 2016**
  - **Regular Meeting – June 6, 2016**
6. **SPECIAL GUESTS.**
7. **PUBLIC COMMUNICATIONS AND PETITIONS.**
8. **COUNCILOR COMMUNICATIONS AND PETITIONS.**
9. **TOWN MANAGER REPORT AND COMMUNICATIONS.**
  - **John Wilcox, FY 2016/17 Budget**
10. **TOWN ATTORNEY REPORT AND COMMUNICATIONS.**
11. **REPORT OF SPECIAL COMMITTEES OF THE COUNCIL.**
  - **Enfield High School Renovation Building Committee**
12. **OLD BUSINESS.**
  - A. **Appointment(s) - Town Council Appointed.**
    1. **Area 25 Cable Television Advisory Committee** - The Term of Office of William St. George (I) Expired 06/30/2012. Reappointment or Replacement Would be Until 06/30/16. (Tabled 04/15/2013)
    2. **Area 25 Cable Television Advisory Committee-** A Vacancy Exists Due to the Resignation of Stephen Moriarty (U) Expired 6/30/2014. Replacement Would be Until 6/30/2016. (Tabled 09/15/2014)

3. **Clean Energy Committee-** A Vacancy Exists Due to the Resignation of Stephen Moriarty (R). Replacement Would be Until 03/17/2018. (Tabled 12/21/2015)
4. **Clean Energy Committee-** The Term of Office of Suzanne Giwoyna (U) Expires 03/17/2016. Reappointment or Replacement Would be Until 03/17/2020. (Tabled 03/21/2017)
5. **Connecticut River Assembly –** The Term of Office of William Garner, Regular (D) Expired on 01/12/2013. Reappointment or Replacement Would be Until 01/12/2019. (Tabled 02/04/2012)
6. **Connecticut River Assembly (Alternate) -** The Term of Office of Leonard Delorge Expires 01/12/2016. Replacement Would be Until 01/12/2018.(Tabled 01/19/2016)
7. **Connecticut Water Company Advisory Council Enfield Representatives-** A Vacancy Exist Due to a Resignation (R). Replacement Would be Until 01/01/2018. (Tabled 04/16/2012)
8. **Enfield Culture and Arts Commission-** The Term of Office of Yvonne Wollenberg (U), Expired 05/31/2016. Reappointment or Replacement Would be Until 05/31/2018. (Tabled 05/16/2016)
9. **Enfield Culture and Arts Commission-** The Term of Office of Stephen Opalick (D), Expired 05/31/2016. Reappointment or Replacement Would be Until 05/31/2018. (Tabled 05/16/2016)
10. **Enfield High School Renovation Building Committee –** A Vacancy Exists Due to the Resignation of Walter Kruzal (R), Replacement Would be Indefinite. (Tabled 12/07/2015)
11. **Enfield High School Renovation Building Committee –** A Vacancy Exists Due to the Resignation of George Rypysc (D), Replacement Would be Indefinite. (Tabled 12/07/2015)
12. **Enfield High School Renovation Building Committee -** A Vacancy Exists Due to the Appointment of Laura Vella (U) to a Regular Member. Replacement is Indefinite. (Tabled 10/05/2015)
13. **Enfield Revitalization Committee –** A Vacancy Exists Due to the Resignation of Rebecca Olesen (D). Replacement Would Be Until 04/30/2017. (Tabled 06/06/2016)
14. **Enfield Revitalization Committee –** A Vacancy Exists Due to the Resignation of Kassie Huhtanen (D). Replacement Would be Until 04/30/2017.(Tabled 06/06/2016)
15. **Ethics Commission (Alternate) –** A Vacancy Exist for a Regular Member (R). Replacement Would be Until 10/31//2017.(Tabled 12/06/2010)
16. **Ethics Commission (Alternate) –** A Vacancy Exist Due to the Regular Appointment of Ben Ide (U). Replacement Would be Until 10/31/2017.(Tabled 12/06/2010)

17. **John F. Kennedy Middle School Pre-Referendum Committee - A Vacancy** Exists due to the creation of the Committee. Appointment Would be Until 07/22/2016. (Tabled 05/16/2016)
18. **Inland Wetland and Watercourse Agency (Alternate) – A Vacancy Exists** Due to the Appointment of Robert Chagnon (R) to a Regular Member. Replacement Would be Until 06/30/2017. (Tabled 10/05/2015)
19. **Inland Wetland and Watercourse Agency (Alternate) – A Vacancy Exists** Due to the Resignation of Joseph Porello (R). Replacement Would be Until 06/30/2017.(Tabled 04/18/2016)
20. **Loan Review Committee – The Term of Office of Jason Jones (R), Expires** 12/31/2015. Reappointment or Replacement Would be Until 12/31/2017. (Tabled 12/21/2015)
21. **Planning and Zoning Commission (Alternate) – A Vacancy Exists** due to the Appointment of an Alternate to a Regular Member. Replacement Would be Until 12/31/2017. (02/01/2017)
22. **Zoning Board of Appeals (Alternate) – The Term of Office of Robert Gillespie (R), Expires** 12/31/2015. Reappointment or Replacement Would be Until 12/31/2018. (Tabled 12/21/2015)

**B. Appointment(s) - Town Manager Appointed/Council Approved.**

1. **Building Code Appeals Board – A Vacancy Exist** for Contractor (D), Expired 11/01/2004. Replacement Would be Until 11/01/2016. (Tabled 11/25/2004)
2. **Building Code Appeals Board - A Vacancy Exists** Due to the Resignation of Kenneth J. Bergeron, (D) Chairman, Architect. Replacement Would be Until 11/01/2016. (Tabled 10/16/2006)
3. **Building Code Appeals Board - A Vacancy Exists** Due to the Resignation of Howard Coro, (D). Replacement Would be Until 11/01/2018. (Tabled 02/04/2013)
4. **Building Code Appeals Board-** The Term of Office of Gary Sullivan,(R) Engineer Expired on 11/01/2014. Reappointment of Replacement Would be Until 11/01/2019.(Tabled 11/17/2014)
5. **Fair Rent Commission – The Term of Office of Samuel McGill (D), Expired** 06/30/2008. Replacement Would be Until 06/30/2016.
6. **Housing Code Appeals Board (Alternate) - The Term of Office of Constance P. Harmon (R) Expired** on 05/01/2016. Replacement Would be Until 05/01/2016. (Tabled 05/01/2021)
7. **Housing Code Appeals Board (Alternate) - The Term of Office of Lawrence P. Tracey, Jr. (R), Insurance, Expired** 05/01/2016. Replacement Would be Until 05/01/2016. (Tabled 05/01/2021)
8. **Housing Code Appeals Board - The Term of Office of Karen Chadderton (D), Registered Nurse, Expired** 05/01/2016. Replacement Would be Until 05/01/2021. (Tabled 05/16/2016)

- C. **Discussion:** Establish Community Center Study Committee. (Develop Charge and Appoint Members) (Tabled 01/05/2009)
- D. **Discussion:** Higgins Park on the Green. (Tabled 11/10/14)
- E. **Discussion:** Scantic River Park. (Tabled 10/05/2015)
- F. **Discussion:** Energy Performance Special Referendum. (Tabled 12/21/2015)
- G. **Discussion:** Commemorative Partner Program. (Tabled 12/21/2015)

### 13. **NEW BUSINESS.**

#### A. **Consent Agenda – Action.**

#### B. **Appointment(s)–Town Council Appointed.**

1. **Area 25 Cable Television Advisory Committee Enfield Representative –** The Term of Office of Walter Shermer (R), Expires 06/30/2016. Reappointment or Replacement Would be Until 06/30/2018.
2. **Inland Wetland and Watercourse Agency-** The Term of Office of Joseph Albert (R), Expires 06/30/2016. Reappointment or Replacement Would be Until 06/30/2020.
3. **Inland Wetland and Watercourse Agency-** The Term of Office of Jane Smith, Expires 06/30/2016. Replacement Would be Until 06/30/2020.
4. **Inland Wetland and Watercourses Agency –** A Vacancy Exists Due to the Resignation of Liz Davis (D). Replacement Would be Until 06/30/2017.
5. **North Central District Health Department Board of Directors Enfield Representative-** The Term of Office of Richard Regnier (R), Expires 06/30/2016. Reappointment or Replacement Would be Until 06/30/2019.
6. **Greater Hartford Transit District –** The Term of Office of Stephen Mitchell (R), Expires 06/30/2016. Reappointment or Replacement Would be Until 06/30/2020.
7. **\*\*\*Greater Hartford Transit District –** The Term of Office of Kevin Mooney (R), Expires 06/30/2016. Reappointment or Replacement Would be Until 06/30/2020.
8. **Enfield Beautification Committee –** A Vacancy Exists for Rachel Burnes (U), by Resolution No 3672, Replacement Would be Until 12/01/2016.
9. **Enfield Beautification Committee –** A Vacancy Exists for Todd Barsalou (R), by Resolution No 3672, Replacement Would be Until 12/01/2016.

#### C. **Appointment(s) – Town Manager Appointed/Council Approved.**

1. **Fair Rent Commission –** The Term of Office of William Downs (U), Expires 06/30/2016. Reappointment or Replacement Would be Until 06/30/2018.

- D. **Appointment(s) - P & Z Commission Appointed- Council Approved.**
- E. **Discussion/Resolution:** Resolution to Amend Chapter 58 of the Town Code of Enfield, Article II, Hawkers, Peddlers and Auctioneers, Section 58-35. Mobile Food Vendors.

**14. ITEMS FOR DISCUSSION.**

**A. \*\*Consent Agenda – Review.**

1. **Discussion/Resolution:** Request for Transfer of Funds for Town Attorney \$6,200.
2. **Discussion/Resolution:** Request for Transfer of Funds for Building Inspection \$6,600.
3. **Discussion/Resolution:** Request for Transfer of Funds for Town Clerk \$8,831.
4. **Discussion/Resolution:** Request for Transfer for Transfer of Funds for Scantic River Watershed Association \$3,600.

**B. Appointment(s) – Town Council Appointed.**

**C. Appointment(s) – Town Manager Appointed/Council Approved.**

**D. Appointment(s) – P & Z Commission Appointed- Council Approved.**

- E. **\*\*Discussion/Resolution:** Request for Transfer of Funds for Department of Public Works \$80,000.
- F. **\*\*Discussion/Resolution:** Request for Transfer of Funds for Non Departmental Water and Electricity \$99,000.
- G. **\*\*Discussion/Resolution:** Request for Transfer of Funds for Board of Education Share of the IT Fund Expenses \$202,026.
- H. **\*\*Discussion/Resolution:** Resolution Cancelling Selected Regular Meetings in July and August of 2016.
- I. **\*\*Discussion/Resolution:** Resolution Approving the Adoption of the Revised Town Manager Job Description.
- J. **\*\*Discussion/Resolution:** Resolution Approving the Adoption of the Head of Reference Services Job Description.
- K. **Discussion/Resolution:** Resolution to Approve a Three Year Collective Bargaining Agreement with IAEP, Local #RI-717, NAGE, SEIU..
- L. **\*\*Discussion/Resolution:** Resolution Authorizing the Town Manager to Submit 2016 Neighborhood Assistance Act Proposal Application from the Hazardville Institute Conservancy.

**15. MISCELLANEOUS.**

**16. PUBLIC COMMUNICATIONS/APPLIES ONLY IF PRIOR TO 11:00 p.m.**

17. COUNCILOR COMMUNICATIONS.

18. ADJOURNMENT.

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\* REMOVE FROM AGENDA  
\*\* MOVE TO MISCELLANEOUS  
\*\*\* WOULD LIKE TO BE CONSIDERED FOR REAPPOINTMENT

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**OFFICE OF THE TOWN MANAGER**

Date: June 20, 2016

To: Scott Kaupin, Mayor

From: Bryan Chodkowski, Town Manager

Re: PUBLIC HEARING GROUND RULES – A Public Hearing has been scheduled to allow interested citizens an opportunity to express their opinions regarding the **2016 NEIGHBORHOOD ASSISTANCE ACT PROPOSALS**.

1. Roll Call.
2. READ BY MAYOR: The following Notice of Public Hearing was published in the Hartford Courant, Friday, June 10, 2016.

**TOWN OF ENFIELD  
LEGAL NOTICE  
PUBLIC HEARING**

The ENFIELD TOWN COUNCIL will hold a Public Hearing in the Enfield Town Hall Council Chamber, 820 Enfield Street, Enfield, Connecticut on Monday, June 20, 2016 at 6:45 p.m. to allow interested citizens an opportunity to express their opinions regarding the **2016 NEIGHBORHOOD ASSISTANCE ACT PROPOSALS**. Copies of the proposed amendment is on file in the office of the Town Clerk, 820 Enfield Street, Enfield, CT

Suzanne F. Olechnicki, Town Clerk  
Dated: June 16, 2016

3. Announce Ground Rules for Public Hearing:
  - a. There is no time limit, but I ask that each person not take up too much time, so that everyone will have an opportunity to speak.
  - b. After each person, who desires, has had one chance to speak, I shall permit those individuals who desire a second chance.
  - c. After those individuals who desire to speak a second time, I shall permit those individuals who desire a third, fourth, etc., time.
  - d. Please refrain from personalities.

/dm

**Get inspired. Meet medical specialists.  
Connect with others. All at a Novartis  
MS Education Link Event**

Peter Wade, MD  
is talking multiple sclerosis (MS) and treatment.

6/23/16 at 6:15PM

Bonefish Grill

400 Evergreen Way • South Windsor, CT 06074

Save a seat for a friend.  
Accessible to folks in wheelchairs or  
who need assistance.  
Light meal served. Validated parking.

Space is limited.

Please RSVP by calling 1-866-682-7491.



Novartis Pharmaceuticals Corporation  
East Hanover, New Jersey 07936-1080  
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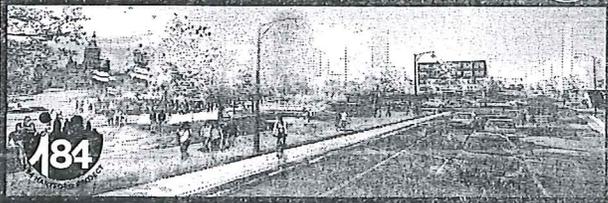
JOIN US!  
**I-84 HARTFORD PROJECT  
OPEN PLANNING STUDIO #9**

Stop by this public meeting to view drawings  
of what the city could look like when  
I-84 is rebuilt. Talk with team members,  
share your stories, and ask questions!

**TUESDAY, JUNE 14<sup>TH</sup> • 12 - 8pm**

**ARROYO RECREATION CENTER  
30 POPE PARK DRIVE, HARTFORD, CT**

Visit [i84hartford.com](http://i84hartford.com) to learn about  
the project and for event details



**PUBLIC NOTICES**

**NOTICE TO CREDITORS**

ESTATE OF Stephen S. Nieroda (16-0255)

The Hon. Timothy R.E. Keeney, Judge of the Court of Probate, District of North Central Connecticut, by decree dated June 7, 2016, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Patricia L. Finch, Assistant Clerk

The fiduciary is:  
Debrah G. Nieroda  
c/o Edward M. Muska, Esq., Paradiso & Muska, LLC, 2 East Main Street, P.O. Box 22, Stafford Springs, CT 06076

**NOTICE TO CREDITORS**

ESTATE OF Stephen F. Davis, AKA Stephen Davis (16-0169)

The Hon. Sean Michael Peoples, Judge of the Court of Probate, District of Glastonbury - Hebron Probate Court, by decree dated June 7, 2016, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Mary M. MacGregor, Chief Clerk

The fiduciary is:  
Jeryl V. Davis  
c/o John J. Houlihan, Jr. RisCassi and Davis, P.C. 131 Oak Street, P.O. Box 261557, Hartford, CT 06126-1557

**NOTICE TO CREDITORS**

ESTATE OF Mark S. Cashman (16-0126)

The Hon. Timothy R.E. Keeney, Judge of the Court of Probate, District of North Central Connecticut, by decree dated April 5, 2016, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Patricia L. Finch, Assistant Clerk

The fiduciary is:  
Susan Cashman, 51 Stony Lane, Stafford Springs, CT 06076

**NOTICE OF PUBLIC SALE OF PERSONAL**

Notice is hereby given that Extra Space Storage will sell at public auction, to satisfy the lien of the owner, personal property described below belonging to those individuals listed below at location indicated:

171 Roberts Street  
East Hartford, CT 06108  
June 17th 2016 2:00 PM

- 44 Tammie Lanthier - Household goods
- 82 Shamain Morales - Furniture and boxes
- 86 Judith Perez - Household goods, furniture, boxes
- 94 Melissa Bemont - Furniture
- 137 Larry Irving - Household items
- 186 Marvin Williams Jr - Household goods, furniture
- 321 Deana Rice - Appliances
- 373 Crystal Foster - Salon furniture
- 565 Rachael Puchalsky - Household goods, furniture
- 585 Millard Forbes - Tool box, 2 ton floor jack
- 651 Shaterany Diaz Household goods, furniture
- 696 Lakisha Bonds - Clothing, shoes
- 705 Stephen Headrick - Household items
- 756 Lavanda Leigh - Household goods, furniture
- 789 Angela Anderson - Household goods, furniture
- 796 Maria Alicea - Household goods
- 807 Charlotte Burke Thompson - Household items

The auction will be listed and advertised on [www.storagetreasures.com](http://www.storagetreasures.com). Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

**TOWN OF ENFIELD  
LEGAL NOTICE**

The Enfield Town Council will hold a PUBLIC HEARING in the Enfield town Hall, Council Chambers, 820 Enfield Street, Enfield, Connecticut on Monday, June 20, 2016 at 6:45 p.m. to allow interested citizens an opportunity to express their opinions regarding the 2016 NEIGHBORHOOD ASSISTANCE ACT PROPOSALS. Please direct any questions to the Town Manager's Office (860) 253-6350 or [townmanager@enfield.org](mailto:townmanager@enfield.org).

Suzanne F. Olechnicki,  
Town Clerk  
Dated: June 7, 2016

**FLAVOR**  
Every  
Thursday.

Challenge Yourself with  
**Sudoku**  
EVERY DAY IN  
**Living**

**ENFIELD TOWN COUNCIL  
MINUTES OF A SPECIAL MEETING  
MONDAY, JUNE 6, 2016**

The Special Meeting of the Enfield Town Council was called to order by Chairman Kaupin in the Enfield Room of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday, June 6, 2016 at 5:30 p.m.

**ROLL-CALL** - Present were Councilors Arnone, Bosco, Cekala, Deni, Edgar, Hall, Kaupin, Lee, Stokes and Szewczak. Also present were Town Manager Bryan Chodkowski, Town Attorney Christopher Bromson, Director of Human Resources Steven Bielenda, Town Clerk Suzanne Olechnicki.

**MOTION #3674** by Councilor Stokes, seconded by Councilor Deni to go into Executive Session to discuss Personnel Matters, Pending or Threatened Litigation and Real Estate Negotiations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3674** adopted 10-0-0 and the meeting stood recessed at 5:31 p.m.

**EXECUTIVE SESSION**

The Executive Session of the Enfield Town Council was called to order by Chairman Kaupin at 5:32 p.m.

**ROLL-CALL** - Present were Councilors Arnone, Bosco, Cekala, Deni, Edgar, Hall, Kaupin, Lee, Stokes and Szewczak. Councilor Lee left the meeting at 6:19 p.m. Also present were Town Manager Bryan Chodkowski, Town Attorney Christopher Bromson, Director of Human Resources Steven Bielenda, Town Clerk Suzanne Olechnicki.

Chairman Kaupin recessed the Executive Session at 6:24 p.m., reconvened the Special Meeting at 6:25 p.m. and stated that during Executive Session, Personnel Matters, Pending or Threatened Litigation and Real Estate Negotiations were discussed with no action or votes being taken.

**ADJOURNMENT**

**MOTION #3675** by Councilor Stokes, seconded by Councilor Hall to adjourn.

Upon a **SHOW OF HANDS** vote being taken the Chair declared **MOTION #3675** adopted 9-0-0 and the meeting stood adjourned at 6:26 p.m.

Suzanne F. Olechnicki  
Town Clerk/Clerk of the Council

**ENFIELD TOWN COUNCIL  
MINUTES OF A REGULAR MEETING  
MONDAY, JUNE 6, 2016**

Before the Regular Meeting was called to order Chairman Kaupin called forward Elizabeth Davis to be sworn in as a new Town Council member.

Elizabeth Davis was sworn in as a Town Council member by Town Clerk, Suzanne Olechnicki.

Councilor Davis thanked everyone who supported her. She stated she will always serve with integrity, honor and pride, and she does not take this position lightly.

The Regular Meeting of the Enfield Town Council was called to order by Chairman Kaupin in the Council Chambers of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday, June 6, 2016. The meeting was called to order at 7:03 p.m.

**PRAYER** – The Prayer was given by Councilor Bosco.

**PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was recited.

**ROLL-CALL** – Present were Councilors Arnone, Bosco, Cekala, Davis, Deni, Edgar, Hall, Kaupin, Stokes and Szewczak. Councilor Lee entered at 7:25 pm. Also present were Town Manager, Bryan Chodkowski; Town Clerk, Suzanne Olechnicki; Town Attorney, Christopher Bromson

**FIRE EVACUATION ANNOUNCEMENT**

Chairman Kaupin made the fire evacuation announcement.

**MINUTES OF PRECEDING MEETINGS**

**MOTION #3676** by Councilor Edgar, seconded by Councilor Arnone to accept the minutes of the May 16, 2016 Special Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3676** adopted 8-0-2, with Councilors Davis and Hall abstaining.

**MOTION #3677** by Councilor Deni seconded by Councilor Szewczak to accept the minutes of the May 16, 2016 Regular Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3677** adopted 8-0-2, with Councilors Davis and Hall abstaining.

## **SPECIAL GUESTS**

There were no special guests this evening.

## **PUBLIC COMMUNICATIONS & PETITIONS**

Laurence Avery, 90 Church Street

Congratulated Councilor Davis on her appointment to the Town Council.

Mr. Avery stated he agrees with the Board of Education's decision to turn Fermi over to the Town and use JFK as the middle school. He noted using Fermi as a middle school could result in problems due to past soil contamination. He feels there's ample room at JFK regarding any renovations. He noted middle school students could use the Fermi athletic fields until JFK's fields are available. He stated he's confident the Board of Education and Town Council will do what's best for the citizens and students of Enfield.

John Foxx, 15 Sandpiper Road

Stated Larry Avery is a tremendous pillar in the community, and he commended Larry for his involvement in baseball and his great volunteerism.

Mr. Foxx stated he's very glad Councilor Davis was chosen to be on the Town Council, and he's looking forward to positive changes. He noted he worked with Councilor Davis on a few things around town, and she is committed to whatever she does.

Joshua Hamre, 52 New King Street

Stated he works with the Connecticut National Guard service members, and he recently had a conversation about Enfield Little League. He noted a couple captains, who were involved in Thompsonville Little League in the past, spoke very highly about Larry Avery.

Mr. Hamre stated he's happy to see Councilor Davis as a Town Council member.

## **COUNCILOR COMMUNICATIONS & PETITIONS**

Councilor Stokes welcomed Councilor Davis to the Town Council.

Councilor Stokes stated the Veterans Council did a great job with the Memorial Day Parade. He commended the three bands that participated and thanked everyone who participated in this event.

He congratulated Pam Brown, retired Social Services Director, who will be receiving the Paul Harris Award from the Enfield Rotary Club this Friday night. He praised Ms. Brown for all her years of service.

Councilor Deni pointed out that today, June 6<sup>th</sup>, is D Day, and he encouraged everyone to remember veterans.

Councilor Deni expressed appreciation for the town's blight ordinance because as he drives around town, he sees cars in yards and unmowed lawns all over town. He urged people to keep their properties clean.

Councilor Bosco stated the water company did some construction work on Weymouth Road, and he's been getting complaints about the patch work that was done. He noted he wants this addressed. He questioned whether a patch is good enough, or should the road be repaved from curb to curb.

He stated 77 Kimberly Drive is having a problem with their curb.

Councilor Bosco stated they just paved from Washington Road to the police station, and the manhole covers are sitting low. He stated his impression this problem had been addressed. He pointed out there are still some problem manholes on Raffia Road.

He concluded referring to Buckhorn Estates and noted they started sealing driveways, but not all driveways.

Councilor Davis stated Saturday's Relay for Life raised \$95,000. She noted the closing ceremony on Sunday morning was cancelled due to rain, therefore, she doesn't have the final figure. She stated they had a great turnout. She expressed her appreciation for everyone's participation.

Councilor Davis stated on June 14<sup>th</sup> at 5:30 p.m. at the American Legion, Post 80, on Route 5, there will be the retiring of the flags ceremony. She noted people can give worn out flags to the American Legion, and those flags will be properly retired.

Councilor Hall requested the Insurance Subcommittee meeting be scheduled in the near future. She noted she spoke to Mr. Erdmann about having the Town and Board of Education Human Resources Departments and those employees who work directly with insurance included with the committee.

**MOTION #3678** by Councilor Hall, seconded by Councilor Stokes to suspend the rules to address under Miscellaneous Items 14 A1, C2, E, F, G, H, I, J, K,L, M, N and O.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3678** adopted 10-0-0.

Chairman Kaupin welcomed Councilor Davis to the Town Council. He noted he looks forward to working with her.

Chairman Kaupin stated he recently ran in a 5K road race on behalf of the Hazardville Memorial PTO, and this was a great event.

He congratulated the First Readers group. He explained when a child reads his or her first book, First Readers recognizes that achievement. He noted he and Councilor Lee

had the opportunity to recognize the First Readers on May 23<sup>rd</sup> at Fermi High School, and there were about 150 First Readers, which is the largest group to date. He congratulated this organization, which continues pushing for improvements in education and recognizes the milestones that young students achieve.

Chairman Kaupin stated the Enfield Dog Park Action Committee ran their 9<sup>th</sup> Annual Puppy Pride at the Moose Lodge. He noted they had a large turnout of sponsors, vendors and the public with their dogs. He stated this was a very successful event.

He stated tomorrow in the Enfield Room at 7:00 p.m., the Police Department will be holding their accreditation public hearing, and this is an opportunity for the public to comment on the Enfield Police Department.

Chairman Kaupin stated on Thursday, June 29<sup>th</sup> at 2:30, the Pat Dennis Memorial Garden dedication ceremony will happen at the Senior Center. He noted Pat Dennis was a tireless advocate for the seniors in Enfield, and she recently passed away due to cancer. He noted this is a way for the senior community to recognize and express appreciation for Pat's years of advocacy and work on behalf of the seniors.

He stated he has been in communication with Senator Kissel and Rep. Kiner's office. He noted the State of Connecticut tends to forget that grass mowing needs to occur in Enfield. He stated those offices are working with DOT to address off ramps, on ramps and state land on Route 5. He noted Enfield's Public Works Department can also reach out to the State as well. He stated the town should use its Police Officers and Public Works officials to identify high grass areas which can be dangerous for traffic visibility.

### **TOWN MANAGER REPORT & COMMUNICATIONS**

Mr. Chodkowski stated the Council has within their packets the Project & Activities report, which is a general summary of activities that have occurred within the Town over the last two weeks. He noted they will continue to develop this document to reflect the information they think is most appropriate. He invited the Council to email him any suggestions as to what they would like to see in this document. He added they will also be sending out monthly reports beginning in September from all of the departments as well, and that will be a more summarized version of activities.

He stated he had a discussion with the Public Works Director about the library air conditioning situation and he will provide an update on this item.

Chairman Kaupin expressed his appreciation to Mr. Chodkowski for initiating the Project & Activities report, which contains good information.

### **TOWN ATTORNEY REPORT & COMMUNICATION**

Attorney Bromson stated the CREC mediation was continued to June 8<sup>th</sup>, however, an actual mediation will not be occurring, but if they do have to go, it will just be to get a

future date. He explained a lot of informational work is being done on the case, and they'll have that information before they go back and see the judge. He invited Ms. Mullen to call his office after Wednesday at which time he can share with her the new date.

He congratulated and welcomed Councilor Davis.

## **REPORT OF SPECIAL COMMITTEES OF THE COUNCIL**

### **Enfield High School Renovation Building Committee**

Councilor Szewczak stated as of the last meeting they were on schedule. She noted the music wing is progressing, and they're slated to be done with that section in January, and they'll open the rest of the building for the start of school.

Chairman Kaupin stated the John F. Kennedy Middle School Pre-Referendum Committee will have their first meeting on Wednesday, June 15<sup>th</sup> at 7:00 p.m. in the Enfield Room.

### **OLD BUSINESS**

#### **APPOINTMENTS (TOWN COUNCIL)**

**MOTION #3679** by Councilor Edgar, seconded by Councilor Szewczak to remove Item #8 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3679** adopted 11-0-0.

**NOMINATION #3680** by Councilor Deni to reappoint Kassie Huhtanen (D) to the Enfield Culture and Arts Commission for a term which expires 5/31/18.

**MOTION #3681** by Councilor Stokes, seconded by Councilor Szewczak to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3681** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Kassie Huhtanen reappointed to the Enfield Culture and Arts Commission by an 11-0-0 vote.

**MOTION #3682** by Councilor Arnone, seconded by Councilor Edgar to remove Item #9 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3682** adopted 11-0-0.

**NOMINATION #3683** by Councilor Szewczak to reappoint Elizabeth Maguire (R) to the Enfield Culture and Arts Commission for a term which expires 5/31/18.

**MOTION #3684** by Councilor Hall, seconded by Councilor Stokes to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3684** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Elizabeth Maguire reappointed to the Enfield Culture and Arts Commission by an 11-0-0 vote.

**MOTION #3685** by Councilor Edgar, seconded by Councilor Lee to remove Item #11 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3685** adopted 11-0-0.

**NOMINATION #3686** by Councilor Deni to reappoint Susan Muldoon (D) to the Enfield Culture and Arts Commission for a term which expires 5/31/2018.

**MOTION #3687** by Councilor Stokes, seconded by Councilor Lee to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3687** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Susan Muldoon reappointed to the Enfield Culture and Arts Commission by an 11-0-0 vote.

**MOTION #3688** by Councilor Lee, seconded by Councilor Arnone to remove Item #13 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3688** adopted 11-0-0.

**NOMINATION #3689** by Councilor Lee to reappoint Jennefer Ryan (U) to the Enfield Culture and Arts Commission for a term which expires 5/31/2018.

**MOTION #3690** by Councilor Hall, seconded by Councilor Szewczak to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3690** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Jennefer Ryan reappointed to the Enfield Culture and Arts Commission by an 11-0-0 vote.

**MOTION #3691** by Councilor Deni, seconded by Councilor Cekala to remove Item #19 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3691** adopted 11-0-0.

**NOMINATION #3692** by Councilor Deni to appoint Leigh-An Boyer (U) to the Ethics Commission for a term which expires 10/31/2017.

**MOTION #3693** by Councilor Hall, seconded by Councilor Edgar to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3693** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Leigh-An Boyer appointed to the Ethics Commission by an 11-0-0 vote.

**MOTION #3694** by Councilor Lee, seconded by Councilor Stokes to remove Item #20 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3694** adopted 11-0-0.

**NOMINATION #3695** by Councilor Lee to appoint Scott Ellis (R) to the John F. Kennedy Middle School Pre-Referendum Committee for a term which expires 7/22/2016.

**MOTION #3696** by Councilor Hall, seconded by Councilor Szewczak to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3696** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Scott Ellis appointed to the John F. Kennedy Middle School Pre-Referendum Committee by an 11-0-0 vote.

**MOTION #3697** by Councilor Arnone, seconded by Councilor Szewczak to remove Item #21 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3697** adopted 11-0-0.

**NOMINATION #3698** by Councilor Szewczak to appoint Joseph Muller to the John F. Kennedy Middle School Pre-Referendum Committee for a term which expires 7/22/2016.

**MOTION #3699** by Councilor Hall, seconded by Councilor Stokes to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3699** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Joseph Muller appointed to the John F. Kennedy School Pre-Referendum Committee by an 11-0-0 vote.

**MOTION #3700** by Councilor Edgar, seconded by Councilor Arnone to remove Item #23 from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3700** adopted 11-0-0.

**NOMINATION #3701** by Councilor Edgar to appoint Steven Twitchell (D) to the Joint Facilities Committee for an indefinite term.

**MOTION #3702** by Councilor Hall, seconded by Councilor Stokes to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3702** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Steven Twitchell appointed to the Joint Facilities Committee by an 11-0-0 vote.

**MOTION #3703** by Councilor Edgar, seconded by Councilor Stokes to add to Old Business “Discussion: Resolution Adopting Amendments to Town Code, Chapter 58-Peddllars and Solicitors”.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3703** adopted 11-0-0.

**MOTION #3704** by Councilor Edgar, seconded by Councilor Arnone to remove this item from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3704** adopted 11-0-0.

**MOTION #3705** by Councilor Stokes, seconded by Councilor Edgar to remove this item from the agenda.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3705** adopted 11-0-0.

All other Old Business items remained tabled.

**NEW BUSINESS**

**APPOINTMENTS (TOWN COUNCIL)**

**NOMINATION #3706** by Councilor Edgar to appoint Deborah Gaskell (R) to the Enfield Beautification Committee for a term that expires 12/01/2018.

**MOTION #3707** by Councilor Lee, seconded by Councilor Deni to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3707** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Deborah Gaskell appointed to the Enfield Beautification Committee by an 11-0-0 vote.

**ITEMS FOR DISCUSSION**

All items not moved to Miscellaneous will move to New Business.

**MISCELLANEOUS**

**MOTION #3708** by Councilor Arnone, seconded by Councilor Stokes to adopt the Consent Agenda. Transfer \$200.00 Adult Day Center

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3708** adopted 11-0-0.

**MOTION #3709** by Councilor Hall, seconded by Councilor Arnone to accept the Town Manager’s recommendation to appoint Elizabeth Gillen (R) to the Fair Rent Commission, Homeowner member, for a term that expires 06/30/2018.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3709** adopted 11-0-0.

**RESOLUTION #3710** by Councilor Lee, seconded by Councilor Deni.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Emergency Medical Services		
	Other Professional Services	25222000-533900	\$20,000
FROM:	Emergency Medical Services		
	Rental – Equipment/Vehicles	25222000-544200	\$20,000

**CERTIFICATION:** I hereby certify that the above-stated funds are available as of May 18, 2016.

/s/ John Wilcox, Acting Director of Finance

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3710** adopted 11-0-0.

**RESOLUTION #3711** by Councilor Arnone, seconded by Councilor Stokes.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Library		
	Salaries	10500100-511000	\$16,000
FROM:	Library		
	Health/Medical	10500100-521000	\$16,000

**CERTIFICATION:** I hereby certify that the above-stated funds are available as of May 23, 2016.

/s/ John Wilcox, Acting Director of Finance

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3711** adopted 11-0-0.

**RESOLUTION #3712** by Councilor Arnone, seconded by Councilor Szewczak.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	CIP Tipper Barrels		
	Other Supplies/Materials	31008825-561900	\$22,000
FROM:	CIP Revenue Tipper Barrels		
	Sales-Tipper Barrels	31042011-417022	\$22,000

**CERTIFICATION:** I hereby certify that the above stated funds are available as of May 26, 2016.

/s/ John Wilcox, Acting Director of Finance

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3712** adopted 11-0-0.

**RESOLUTION #3713** by Councilor Cekala, seconded by Councilor Stokes.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Capital & Non-Recurring Municipal Facilities	31008110-543100	\$60,000
FROM:	Capital & Non-Recurring Parking Lot ALAC & Hazardville	31008865-545000	\$60,000

**CERTIFICATION:** I hereby certify that the above-stated funds are available as of May 27, 2016.

/s/ John Wilcox, Acting Director of Finance

**AMENDMENT #1** by Councilor Hall, seconded by Councilor Stokes to change the “From” in the resolution to be from Contingency-Unallocated Funds \$60,000.

Mr. Chodkowski explained the air conditioner at the library broke down about a week ago. He noted Mr. Bilmes and staff proposed renting three to five portable air conditioner units for a four-month period, and that cost is \$60,000. He stated after the summer months, it’s estimated that a more significant unit would be about \$150,000 to replace what is there.

He stated there’s the question of whether the energy performance measure is going back to the ballot, which contains a permanent unit for that facility. He noted there is also the question of whether they purchase a permanent unit in advance and just borrow less against the performance contract. He noted Mr. Bilmes and his staff have been at work diligently trying to come up with the following recommendation for the Council. He noted they are asking for approximately \$95,000, and the plan is that they rent three to five air conditioning units for the first month. He stated they now have three quotes, and one of the quotes is below the \$15,000 threshold, therefore, they do not need to address the bid waiver, but they do need to address the financial issues. He pointed out there are no funds available to be able to rent those units. He stated while those units are being rented, the Town could actually buy three to five portable air conditioning units for the Town to own, an they will then have those in the library for the remainder of 2016, and if necessary utilize them in 2017, assuming that the energy performance contract goes through, and they’d then include those in the Town’s inventory stock in the event air conditioning went out at any other Town facility.

Mr. Chodkowski stated if the energy performance contract does not pass, they will continually use those units until such time as the energy performance referendum passes, and a permanent unit can be installed.

He stated he did speak to the Finance Director, who indicated there are sufficient funds in the contingency account to cover this full request. He added the Council does not have a formal certification, but that can be made available at the next Council meeting. He concluded they do need at least \$15,000 tonight so they can have sufficient funds available to rent those units for one month.

Councilor Hall questioned the reason why the Town wouldn't immediately buy the units, rather than renting the units for a month. Mr. Chodkowski stated these are not stock units, therefore, it could take from 60 to 120 days to procure these units, and that assumes that there's a vendor that has the units on a state bid and there's availability.

Councilor Cekala questioned the reasoning these units are so costly. Mr. Chodkowski stated the units are larger than a home unit, they have to be fitted, and they have to run on a commercial power source. He noted additional wiring and expenses are also involved.

Councilor Cekala stated her hope there's some other option that would be a short-term solution until they get through the summer months without spending \$95,000 now. She questioned whether there are sufficient funds to cover the \$95,000 from the ALAC & Hazardville parking lot fund, and Mr. Chodkowski stated to the best of his knowledge there is.

Councilor Cekala stated she is in favor of doing this the way the Town Manager originally suggested and not through the amendment on the table.

Councilor Arnone stated he prefers doing a bid.

Mr. Chodkowski stated Mr. Bilmes did solicit several vendors to get quotes for these units, and he did state that at least one of those was below the \$15,000 threshold. Councilor Arnone stated he would like to see those quotes.

Councilor Edgar stated his understanding a bid waiver is no longer required, and Mr. Chodkowski responded that's correct. He noted Mr. Bilmes informed him that a vendor was found that could quote at a price below the \$15,000 threshold.

Councilor Edgar stated he is bothered by this because this was known last year, and they were going to wait for the referendum, which failed in November. He noted seven months later, they came in with this problem. He stated that seven month period is their slack time, and now when it's their high time, they go out for waivers. He noted if they had gone out before this, the Town probably could have saved a lot of money. He stated he really does not want to take the money out of the contingency fund because with this budget, they took \$2 million dollars out of it, reducing it down to around \$13 million, which could compromise the Town's bond rating. He noted he cannot vote to take this from the contingency fund.

Councilor Szewczak stated Matt Coppler brought this to the forefront, and it was discussed at length, and now they have to put a band aide on the problem. She feels it's

frustrating to do something in this fashion when they had a lot of forethought and warning that this air conditioning system was having problems.

Chairman Kaupin suggested an amendment whereby \$15,000 be transferred to Municipal Facilities from Contingency.

**AMENDMENT #2** by Councilor Hall, seconded by Councilor Szewczak that \$15,000 be transferred to Municipal Facilities from Contingency.

Chairman Kaupin stated Contingency is a line item in the budget, and it's for handling emergencies. He noted it is not the fund balance.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **AMENDMENT #2** adopted 10-1-0, with Councilor Edgar voting against the amendment.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **AMENDMENT #1** defeated 0-11-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3713** adopted, as amended, by a 10-0-1 vote, with Councilor Edgar abstaining.

**MOTION #3714** by Councilor Edgar, seconded by Councilor Arnone to remove Item I from the agenda.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3714** adopted 11-0-0.

**RESOLUTION #3715** by Councilor Hall, seconded by Councilor Arnone.

RESOLVED, that the Town Manager, Bryan R.H. Chodkowski, is authorized to enter into and amend contractual instruments, subject to review and approval by the Town Attorney, in the name and on behalf of the Town of Enfield with the Connecticut Office of Early Childhood and to affix the Corporate Seal.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3715** adopted 10-0-0. Councilor Deni absent at the vote.

**RESOLUTION #3716** by Councilor Lee, seconded by Councilor Arnone.

RESOLVED, that the Town Manager, Bryan R.H. Chodkowski, is authorized to enter into and amend contractual instruments, subject to review and approval by the Town attorney, in the name and on behalf of the Town of Enfield with the Connecticut State Department of Education for the Child and Adult Care Food Program (CACFP) and to affix the Corporate Seal.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3716** adopted 11-0-0.

**RESOLUTION #3717** by Councilor Hall, seconded by Councilor Deni.

RESOLVED, that the Town Manager, Bryan Chodkowski, is authorized to enter into and amend contractual instruments, subject to review and approval by the Town Attorney, in the name and on behalf of the Town of Enfield with State of Connecticut Department of Mental Health and Addiction Services and to affix the Corporate Seal.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3717** adopted 10-0-0. Councilor Bosco absent at the vote.

**RESOLUTION #3718** by Councilor Arnone, seconded by Councilor Cekala.

RESOLVED, that the Town Manager, Bryan R.H. Chodkowski is authorized to enter into and amend contractual instruments, subject to review and approval by the Town Attorney, in the name and on behalf of the Town of Enfield with the Connecticut Light & Power to participate in the Clean Energy Communities Energy Efficiency Incentive Program.

Councilor Szewczak stated this has to do with educating people on how to save money through performance contracting as well as other means.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3718** adopted 11-0-0.

**RESOLUTION #3719** by Councilor Lee, seconded by Councilor Stokes.

RESOLVED, that the Enfield Town Council will hold a Public Hearing in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut on Monday, June 20 at 6:45 p.m. to allow interested citizens an opportunity to express their opinion regarding the 2016 Neighborhood Assistance Act proposals.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3719** adopted 10-0-1, with Councilor Arnone abstaining.

**RESOLUTION #3720** by Councilor Lee, seconded by Councilor Deni.

WHEREAS, the Town of Enfield adopted Resolution #3002 establishing a policy for the Disposition of Town-Owned Surplus Personal Property;

WHEREAS, Surplus Property is defined as “tangible personal property owned by the Town of Enfield that has been determined to be unneeded presently or in the foreseeable future, or that is no longer of value or use to the Town”;

WHEREAS, the Policy requires that the Town Council approve the disposition of Surplus Property valued at Two Thousand Dollars (\$2,000) or more;

WHEREAS, the Department of Public Works has identified the property listed on the Attachment A as Surplus Property valued at Two Thousand Dollars (\$2,000) or more;  
WHEREAS, the Town Manager has reviewed the recommendations by the Department of Public Works and now seeks Town Council approval;

NOW, THEREFORE, BE IT RESOLVED, the disposal of the property listed on Attachment A, pursuant to the policy for the Disposition of Town-Owned Surplus Personal Property, is hereby approved.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #3720** adopted 11-0-0.

### **PUBLIC COMMUNICATIONS**

There were no comments from the public.

### **COUNCILOR COMMUNICATIONS**

Councilor Stokes stated the Fourth of July Town Celebration is gearing up, and they need 200 to 300 volunteers. He noted tomorrow evening from 6:00 p.m. to 8:00 p.m., there will be a volunteer sign-up opportunity in the lobby of Town Hall.

Councilor Lee stated there will be a public hearing on the plans that will be effecting Columbia Road, Flag Court, Northfield Road and Troy Lane, and that is taking place on Tuesday, June 14<sup>th</sup> in the multi-purpose room of Nathan Hale School. If anyone has questions, they may call Engineering at 860-763-7095.

### **ADJOURNMENT**

**MOTION #3721** by Councilor Hall, seconded by Councilor Arnone to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #3721** adopted 11-0-0, and the meeting stood adjourned at 8:25 p.m.

Respectfully submitted,

Suzanne F. Olechnicki  
Town Clerk  
Clerk of the Council

Jeannette Lamontagne  
Secretary to the Town Council

Appended to minutes  
of June 6, 2016 Regular  
Town Council Meeting  
See Page 9

ENFIELD TOWN COUNCIL  
REQUEST FOR TRANSFER OF FUNDS  
RESOLUTION NO. \_\_\_\_\_

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Adult Day Center Other Professional Services	22040431-533900	\$200.00
FROM:	Adult Day Center Food	22040431-563000	\$200.00

**CERTIFICATION:** I hereby certify that the above stated funds are available as of May 23, 2016.

/s/ John Wilcox, Acting Director of Finance

Appended to minutes  
of June 6, 2016 Regular  
Town Council Meeting  
See Page 15

ATTACHMENT A

<u>YEAR</u>	<u>VEHICLE EQUIPMENT</u>	<u>SERIAL/VIN#</u>	<u>MILEAGE</u>	<u>EST VALUE</u>
2007	Ford E450 Dial A Ride Bus	1FDXE45S37DB43900	152,380	\$2,600
2009	Ford F150 Pick Up	1FTRF14WK89KA34697	150,133	\$2,800
2008	Ford Expedition	1FMFU16508LA86617	96,189	\$2,450



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# TOWN OF ENFIELD

June 1, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Resolution to Amend Chapter 58 of the Town Code of Enfield, Article II, Hawkers, Peddlers and Auctioneers, Section 58-35. Mobile Food Vendors**

Councilors:

**Highlights:**

- In June 2015 the Town Council formed a Subcommittee to explore the issue of mobile food vendors in public places.
- The Subcommittee determined that there should be a permit process to allow mobile food vendors at specific public locations throughout the town.
- The Subcommittee, with assistance from staff crafted a mobile food vendor ordinance which requires a vote by the Town Council.
- A public hearing for the ordinance has been set for June 6, 2016 prior to the regular Town Council meeting.

The issue of allowing mobile food vendors in Enfield arose from a complaint about mobile food vendors operating on public property in violation of the Town's Zoning Regulations. Upon further investigation, it was determined that the Town did not have an ordinance allowing mobile food vendors on public property. Mobile food vendors could only operate on private property in conjunction with a special event permit obtained from the Planning and Zoning Commission. In response from members of the public to address the matter, the Town Council appointed a subcommittee comprised of Town Council and Planning and Zoning members. After almost a year of deliberation and review, the subcommittee developed the proposed ordinance for your consideration.

**Budget Impact:**

There will be no impact to the Town budget.

**Recommendation:**

Town Council adoption of proposed ordinance.

Thank you.  
Respectfully Submitted,

Peter Bryanton  
Director of Community Development

**Attachments:**

1. Resolution
2. Ordinance

**ENFIELD TOWN COUNCIL**  
**RESOLUTION No. \_\_\_\_\_**

**Resolution to Amend Chapter 58 of the Town Code of Enfield, Article II, Hawkers,  
Peddlers and Auctioneers, Section 58-35. Mobile Food Vendors**

**WHEREAS**, Chapter 58, Article II of the Town Code addresses Hawkers, Peddlers, and Auctioneers; and

**WHEREAS**, the Town Council proposes to regulate mobile food vendors and to amend Article II to include Section 58-35, Mobile Food Vendors; and

**WHEREAS**, the Town Council held a public hearing on May 16, 2016 to receive input from the residents of the Town of Enfield regarding the proposed amendment;

**NOW, THEREFORE, BE IT RESOLVED**, the Enfield Town Council hereby amends Chapter 58 of the Town Code to include Section 58-35, Mobile Food Vendors.

**Chapter 58 - PEDDLERS AND SOLICITORS**  
**ARTICLE II. – HAWKERS, PEDDLERS AND AUCTIONEERS**  
**Sec. 58-35. - Mobile Food Vendors**

- a) A “mobile food vendor” is one who sells food and/or drink which is processed or prepared in, and sold from, a licensed or moveable vehicle to walk-up customers. A mobile food vendor shall include “food truck” vendors.
  
- b) No mobile food vendor shall:
  - 1) Conduct business upon any street, alley, sidewalk, park or any other public place unless he/she has obtained a license pursuant to subsection (c) hereof, which permits the sale of food in such public place as permitted thereunder, and, in no case shall such sale be allowed without approval by the Chief of Police or his designee;
  
  - 2) Sell from any establishment or permanent location upon any street, alley, sidewalk, park or other public place except in a location designated for a mobile food vendor approved by the Town Council or its designee;
  
  - 3) Park or stand his wagon, automobile or other vehicle upon any sidewalk or sidewalk area, or upon any street, alley, highway or public thoroughfare so as to cause or increase congestion, obstruct travel or inconvenience the public. For the purpose of this section, the judgment of a Police Officer, exercised in good faith, shall be conclusive as to whether the area is congested, or the public impeded or inconvenienced; and.
  
  - 4) Connect to town/municipal utilities in connection with the sale of food.
  
- c) A mobile food vendor shall obtain a license as follows:
  - 1) Subject to the provisions of Chapter 54 of the Town Code, the Enfield Chief of Police or his designee may approve an application for a license to use a public place designated by the Town Council; provided, however, that the Enfield Police Chief or his designee may, after considering the location or area in which the applicant proposes to conduct his business, the type of business to be conducted and other applicable information, determine that the mobile food vending would constitute an obstruction of the public way or place, would constitute a safety hazard or other hazardous condition upon the public way or place, would not be in compliance with the laws of the Town, and may deny the application for a license or issue a license with reasonable conditions.
  
  - 2) Before the issuance of any such license, the Chief of Police shall cause such investigation of the applicant as the Chief may deem necessary in order to determine whether or not such applicant seeks to engage in a legitimate and lawful enterprise.

- 3) Each such licensee shall be issued and shall prominently display upon such licensee's vehicle in a conspicuous place such identifying signs or insignia as the Chief of Police shall determine, which sign or insignia shall be displayed at all times while such business is being conducted within the Town by such licensee.
- 4) Each such licensee shall obtain a mobile food vendor license from the North Central-District Health Department prior to the issuance of a license hereunder.
- 5) The Chief of Police, or his designee, may revoke a license issued pursuant to this ordinance for the following reasons:
  - i. loss or suspension of the North Central-District Health Department issue mobile food vendor license;
  - ii. expiration of any applicable state required motor vehicle registration of the mobile food vendor's vehicle;
  - iii. participation by the licensee and/or his/her/its employee in criminal activity during mobile food operations;
  - iv. vending from an unapproved or undesignated location; or
  - v. violation of the provisions of this ordinance or the Vending Regulations and Restrictions set forth in the Mobile Food Vendor License.
- d) No stand for the purpose of mobile food vending shall be of a height or size so as to obstruct the view of pedestrian or motor vehicle traffic. All stands shall be portable in nature.
- e) No vehicle or stand shall be so located or placed as to obstruct pedestrian or motor vehicle traffic or be detrimental or injurious to public safety or interfere with the use of any street, sidewalk or public place by the public at large.
- f) All food for sale by a mobile food vendor shall be contained upon or within the vehicle or stand used by the mobile food vendor. In no case shall any food be placed directly upon a street, sidewalk or public place.
- g) Adequate trash containers, directly adjacent to the food service, shall be maintained by the mobile food vendor. Vendors shall be responsible for removing trash discarded by their customers within the designated vending areas.
- h) No mobile food vendor shall, while stationary, shout, blow a horn, ring a bell or use any sound device for the purpose of attracting attention.
- i) Only the Enfield Town Council, by resolution, may designate approved locations for a mobile food vendor on any street, alley, sidewalk, park or other public place.



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# TOWN OF ENFIELD

June 15, 2016

Honorable Members  
Enfield Town Council  
Enfield, Connecticut

**Subject: Request for Transfer of Funds for Town Attorney, \$6,200.**

Councilors:

**Highlights:**

- With your approval the firm of Shipman & Goodwin was retained to render advice regarding labor issues.
- Accordingly, we are now requesting a transfer of funds to our Legal Account to pay the balance owed for these matters and to encumber funds for any services provided through the end of the fiscal year.

**Budget Impact:**

Transferring within department as well as using funds from Contingency.

**Recommendation:**

It is recommended that the transfer be approved.

Respectfully Submitted,

Christopher W. Bromson  
Town Attorney

**Attachments:**

1. Resolution.

**ENFIELD TOWN COUNCIL  
REQUEST FOR TRANSFER OF FUNDS**

RESOLUTION NO. \_\_\_\_\_

**RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.**

**TO: 1300 Town Attorney**

Legal	10130000-533200	\$6,200.00
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**FROM: 1300 Town Attorney**

Professional Development	10130000-532200	\$658.05
Equipment Repair	10130000-543200	\$100.00
Printing & Reproduction	10130000-555000	\$ 10.00
Copying & Reproduction	10130000-555100	\$105.28
Travel	10130000-558000	\$ 58.17
Technology Supplies	10130000-561300	\$200.00
Food	10130000-563000	\$229.50
Technology Equipment	10130000-573400	\$2,100.00
Publications	10130000-564300	\$800.00
Contingency	10800092-584000	\$1,939.00

**CERTIFICATION: I hereby certify that the above-stated funds are available as of June 15, 2016.**



**John Wilcox, Acting Director of Finance**

**APPROVED BY:**  **Town Manager** **Date:** 6/15/16



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# TOWN OF ENFIELD

June 6, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Request for Transfer of Funds for Building Inspection \$6,600**

Councilors:

**Background:**

A staff vacancy and other approved leaves have shifted some of the operational burden to part-time staff resulting in available funds in the full-time salary account that can be used for the increased usage of part-time staff. The other items are to balance the FY-16 budget within the overall division budget.

**Budget Impact:**

The funds to transfer are from within the Building Inspection budget already appropriated for this fiscal year. The transfer will have no adverse impact on the division's budget or on the town's budget.

**Recommendation:**

Recommend the transfer be approved.

Respectfully Submitted,

James D. Taylor  
Chief Building Official

**Attachments:**

1. Resolution.

**ENFIELD TOWN COUNCIL**  
**REQUEST FOR TRANSFER OF FUNDS**

RESOLUTION NO. \_\_\_\_\_

**RESOLVED**, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

**TO: Building Inspection**

Salaries-PT	1606800-512000	\$ 5,000
Postage	1606800-553500	\$ 400
Medicare	1606800-522100	\$ 200
FICA	1606800-522000	\$ 500
Travel	1606800-558000	\$ 500

**FROM: Building Inspection**

Other Professional Services	1606800-533900	\$ 1,600
Salaries-FT	1606800-511000	\$ 5,000

**CERTIFICATION:** I hereby certify that the above-stated funds are available as of 3 June 2016.

  
\_\_\_\_\_  
John Wilcox, Acting Director of Finance

**APPROVED BY:**  \_\_\_\_\_ **Town Manager**

**Date:** 6/13/16



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# TOWN OF ENFIELD

June 7, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Request for Transfer of Funds for Town Clerk \$8,831**

Councilors:

**Highlights:**

- A review of Town Clerk finances has identified various accounts lacking the funds to complete the 2015-2016 fiscal year.
- The attached transfer will balance those accounts.

**Budget Impact:**

The transfer is from a Town Clerk account found to have additional funds and will not have an impact on the budget.

**Recommendation:**

This transfer is recommended to balance the Town Clerk accounts for FY 2015-2016.

Respectfully Submitted,

Suzanne F. Olechnicki  
Town Clerk

**Attachments:**

1. Resolution.

**ENFIELD TOWN COUNCIL**  
**REQUEST FOR TRANSFER OF FUNDS**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.**

<b>TO:</b>	<b>Town Clerk</b>		
	Salaries	10160100-511000	\$ 6492
	Stipend	10160100 516000	\$ 141
	<b>Records Management</b>		
	Salaries	10161600-511000	\$ 1,881
	Stipend	10161600-516000	\$ 56
	Health/Medical Insurance	10161600-521000	\$ 261
		<b>Total</b>	<b>\$ 8,831</b>
<b>FROM:</b>	<b>Town Clerk</b>		
	Health/Medical Insurance	10160100 521000	\$ 8,831

**CERTIFICATION: I hereby certify that the above-stated funds are available as of June 7, 2016**

  
**John Wilcox, Acting Director of Finance**

**APPROVED BY:**  **Town Manager**      **Date:** 6/13/16



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# TOWN OF ENFIELD

June 6, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Request for Transfer of Funds for Scantic River Watershed Association \$3,600**

Councilors:

**Highlights:**

- The Scantic River Watershed Association (SRWA) is non-profit, all-volunteer environmental organization.
- SRWA is requesting assistance to perform on-going water quality testing and monitoring for E. coli at the five locations located in Enfield.
- This information is disseminated through the CT River Watershed's Water Quality program.
- Line item to be created in current year budget under Non-Town Agencies for this transfer.

**Budget Impact:**

There is no significant impact on the budget. Funds will be transferred from Contingency.

**Recommendation:**

It is recommended that the attached transfer resolution be approved.

Respectfully Submitted,

Bryan Chodkowski  
Town Manager

**Attachments:**

1. Resolution.



## Scantic River Watershed Association

P.O. Box 303  
Somers, CT 06071

To Whom It May Concern,

The Scantic River Watershed encompasses around 90,000 acres in the towns of Hampden, MA, Stafford, Somers, Enfield, Ellington, East Windsor and South Windsor CT, where it drains into the Connecticut River. The river rises in the hills of Stafford CT, fed by tributary streams, several which are classified as AA, or suitable for drinking. Overall the Scantic spans some 38 miles in length, twisting and turning on its path to the Connecticut River through some of the finest agricultural lands in the country.

The Scantic River Watershed Association (SRWA) is a 501c (3) all-volunteer non-profit environmental organization and advocacy group originally formed in 1972. The watershed immerses itself in all matters of the river:

- Water quality testing and pollution control
- Riverbank protection and river cleanup
- Greenway and Blueway development
- Fishery and wildlife concerns
- Annual Spring Splash canoe/kayak race

The SRWA, in conjunction with Dr. Kirsten Martin at the University of Saint Joseph has been performing ongoing water quality testing including monitoring for E. coli, and disseminating such information through the CT River Watershed's Water Quality program.

To continue providing this valuable information, we would like to request the assistance of the Town of Enfield in procuring additional reagents and testing kits. At present, we are monitoring five locations along the river including 464 Hazard Ave, Broad Brook Road, Greenland Turns, Powder Hollow, and Town Farm Road.

We appreciate your consideration as we work to keep the river and the watershed safe for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Emmons", is written over a white background.

Mike Emmons  
President  
Scantic River Watershed Association  
info@srwa.org  
**TAX ID: 56-2304289**





# TOWN OF ENFIELD

June 9, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Request for Transfer of Funds for the Department of Public Works - \$80,000**

Councilors:

**Highlights:**

- The 50-year-old multi-zone air handling unit and chiller system at the Central Library has failed and needs to be replaced.
- The Honeywell Preliminary Site Assessment completed in November 2014 estimated the cost of replacing the entire system to be \$595,515.
- As of this date, there is no air conditioning since both evaporator coils have failed and cannot be recharged.
- Replacement of the coils is impractical and would require demolition of part of the building.
- Temporary air conditioning equipment, consisting of seven 5-ton and five 1-ton portable units, has been rented for one month beginning 13 June 2016 at a cost of \$12,575.
- A more cost-effective temporary solution for air conditioning the Central Library is to buy the units at a cost of approximately \$80,000. Assuming temporary cooling will be needed for two summers, the purchase, rather than a rental, will result in a savings of about \$40,000.
- Purchased units can be used at the Library until a permanent solution is funded and then can be used in other buildings as the need arises.
- The Municipal Facilities capital account has insufficient funds to pay for purchase of the equipment.

**Budget Impact:**

A transfer of \$80,000 from contingency can be made to provide the necessary funds.

**Recommendation:**

I recommend that Council approve the resolution.

Respectfully Submitted,

Billy G. Taylor, P.E.  
Deputy Director of Public Works

**Attachments:**

1. Resolution

**ENFIELD TOWN COUNCIL**  
**REQUEST FOR TRANSFER OF FUNDS**

RESOLUTION NO. \_\_\_\_\_

**RESOLVED**, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

**TO: Unallocated Charges**

Transfer to Capital  
10800092-593010     \$80,000.00

**FROM: Unallocated Charges**

Contingency  
10800092-584000     \$ 80,000.00

**TO: Capital Nonrecurring**

Municipal Facilities  
31008110-543100     \$80,000.00

**FROM: Capital Nonrecurring**

CIP Fund Revenue FY2015-2016  
General Fund Transfer In  
31042016-480001     \$80,000.00

**CERTIFICATION:** I hereby certify that the above-stated funds are available as of June 9, 2016.

**John Wilcox, Acting Director of Finance**

  
\_\_\_\_\_

**APPROVED BY:** \_\_\_\_\_



**Town Manager**

**Date:** 6/13/16



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## TOWN OF ENFIELD

June 9, 2016

Honorable Members  
Enfield Town Council  
Enfield, Connecticut

**Subject: Request for Transfer of Funds for Non-Departmental Water & Electricity \$99,000**

Councilors:

**Highlights:**

Water/Sewerage

- The Non-departmental Water/Sewerage account is for the payment of public fire protection to Hazardville and Connecticut Water Companies and for reimbursement to Condominium Associations for the same.
- The Hazardville Water Company increased the WICA (Water Infrastructure Regulatory Authority) charge from 8.88% to 9.27% effective with the Town's July 2015 semi-annual bill and again from 9.27% to 9.94% effective with the Town's January 2016 bill.
- The Hazardville Water Company increased the RAM (Revenue Adjustment Mechanism) from 7.55% to 9.50% effective with the Town's July 1, 2015 bill.
- The Connecticut Water Company increased the WICA (Water Infrastructure Regulatory Authority) charge from 3.04% to 4.19% effective with the Town's October 2015 monthly bill and again from 4.19% to 5.12% effective with the Town's April 2016 bill.
- The Connecticut Water Company decreased the Revenue Adjustment Charge from 5.07% to 2.02% but eliminated the 8.51% Repair Tax Adjustment (a credit against the monthly fire protection charges) effective with the Town's April 2016 bill.

Electricity

- The Non-Departmental Electricity account is for payment to Eversource (formerly CL&P) and (formerly TransCanada) for the cost of electricity related to the Town's street lights and traffic signals.
- In addition, CCM is paid a monthly fee for negotiating the Town's electric rates, and Turri-Masterson is paid for street light maintenance under a service contract ending June 30, 2016.
- There were additional unanticipated street light repair expenses this year including \$19,000 to replace damaged street light poles.

**Budget Impact:**

A transfer from the Building & Ground natural gas account is requested to allow for payment of fire protection and street light costs.

**Recommendation:**

Town Council approve the enclosed transfer.

Respectfully Submitted,

Jonathan Bilmes, PE  
Public Works Director

**Attachments:**

Resolution for Transfer of Funds

**ENFIELD TOWN COUNCIL**  
**REQUEST FOR TRANSFER OF FUNDS**

RESOLUTION NO. \_\_\_\_\_

**RESOLVED**, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

**TO: Non-departmental**

Water/Sewerage	10800092 – 541100	\$ 67,000
Electricity	10800092 – 562200	\$ 32,000

**FROM: Building & Grounds**

Natural Gas	10300340 – 562100	\$ 99,000
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**CERTIFICATION:** I hereby certify that the above-stated funds are available as of June 9, 2016.



**John A. Wilcox, Acting Director of Finance**

**APPROVED BY:** \_\_\_\_\_



**Town Manager**

**Date:** \_\_\_\_\_

6/16/16



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# TOWN OF ENFIELD

May 27, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Request for Transfer of Funds for Board of Education Share of the IT Fund Expenses  
\$202,026.**

Councilors:

**Highlights:**

- Request to reduce the Board of Education share of the IT fund expenses by the amount the State Medicaid revenues were over budget - \$202,026
- There had been an agreement between the previous Town Manager and the BOE to reduce the BOE transfer to the IT fund by the amount that the State Medicaid reimbursements were over budget for FY15.
- The State Medicaid reimbursements were over budget by \$202,026 in FY15.

**Budget Impact:**

This will reduce the fund balance.

**Recommendation:**

I recommend that the Town Council approve the attached resolution.

Respectfully Submitted,

John A. Wilcox  
Acting Finance Director

**Attachments:**

1. Resolution

**ENFIELD TOWN COUNCIL**  
**REQUEST FOR TRANSFER OF FUNDS**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLVED**, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

<b>FROM:</b>		<b>TO:</b>	
10040000-499000	\$202,026	10800092-593012	\$202,026
Appropriated Fund Balance		Transfer out – IT	

<b>FROM:</b>		<b>TO:</b>	
22040000-488500	\$202,026	24040000-480001	\$202,026
Transfer from BOE		Transfer from General Fund	

**CERTIFICATION:** I hereby certify that the above-stated funds are available as of May 27, 2016



**John A. Wilcox, Acting Director of Finance**

**APPROVED BY:**  \_\_\_\_\_ **Town Manager**      **Date:** 6/16/16

***ENFIELD TOWN COUNCIL***

**RESOLUTION NO. \_\_\_\_\_**

**Resolution Cancelling Selected Regular Meetings in July and August of 2016**

**RESOLVED**, that the Enfield Town Council does hereby cancel the Regular Meetings of the Council scheduled for July 18, 2016 and August 15, 2016.

Prepared by:           Town Manager's Office



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# TOWN OF ENFIELD

June 8, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Resolution Approving the Adoption of the Revised Town Manager Job Description.**

Councilors:

**Highlights:**

- The educational requirements in the current Town Manager job description are inconsistent with the education requirements in the Town Charter.
- This revised job description corrects any educational inconsistencies with the Town Charter.
- This proposed change had been approved by the Town's labor attorney and this language had already been applied in the recent recruitment of the current Town Manager position.
- There is no proposed change in the salary level for this position.

**Budget Impact:**

There will be no budgetary impact to the Town's budget.

**Recommendation:**

It is recommended that the Town Council adopts the attached resolution.

Respectfully Submitted,

Steve Bielenda  
Human Resources Director

**Attachments:**

1. Resolution
2. Town Manager – Job Description

# ENFIELD TOWN COUNCIL

RESOLUTION NO. \_\_\_\_\_.

## Resolution Approving the Adoption of the Revised Town Manager Job Description

**Resolved**, that in accordance with Chapter VII Section II of the Town Charter the Enfield Town Council does hereby amend the classification plan to include the following revised job description for the Town of Enfield for the following position:

Revision: (1) **Town Manager**

Date Submitted: 6-08-16

Submitted by: Steve Bielenda, Human Resources Director

**TOWN OF ENFIELD  
JOB DESCRIPTION**

**TOWN MANAGER'S OFFICE**

**TOWN MANAGER**

**GENERAL STATEMENT OF DUTIES:** Chief Executive Officer of the Town of Enfield.

**SUPERVISION RECEIVED:** Directly responsible to the Town Council.

**SUPERVISION EXERCISED:** Oversees the general operation of all Town of Enfield Offices.

**ESSENTIAL JOB FUNCTIONS:** Responsible for the administration of all departments, agencies and offices in charge of persons or boards appointed by the manager and supervises and directs the same; shall see that all laws and ordinances governing the town are faithfully executed; shall make periodic reports to the council; shall attend its meeting with full right of participation in its discussion but without a right to vote; shall prepare and cause to be printed as soon as possible after the close of the fiscal year, an annual town report; shall recommend to the Council such measures as he/she may deem necessary or expedient; shall keep the Council fully advised as to the financial condition of the Town; shall prepare and submit to the Council an annual budget; and shall exercise such other powers and perform such other duties as may be required by ordinance or by resolution of the Council and not inconsistent with the Charter; shall appoint all department heads and other officers and employees of the Town except as otherwise specified in the Charter.

**OTHER JOB FUNCTIONS:** Prepares related work as required.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. Hand-eye coordination necessary to operate computers and various office equipment.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT:** The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must be able to concentrate on fine detail with some interruption. Able to remember task/assignment given to self and others over long periods of time.

The noise level in the work environment is usually moderately quiet.

**MINIMUM QUALIFICATIONS:**

**KNOWLEDGE, SKILL AND ABILITY:** Considerable knowledge of the principles and practices of modern municipal administration; knowledge of public personnel and finance methods and procedures; considerable ability to perform research and prepare technical reports on all phases of municipal government operation; ability to express ideas effectively in written and oral form; ability to establish and maintain effective working relationships with associates and the public; ability to work in harmony with others.

**EXPERIENCE AND TRAINING:** ~~Masters degree in Public Administration, Government or some closely related field and five (5) years progressively responsible municipal experience or any equivalent combination of education and experience.~~ **Must have a bachelor's degree or higher from an accredited college or university, with the major field of study in public administration or government, and a minimum of five (5) years' experience in public administration. A Master's Degree in Public Administration is highly desirable.**

This job description is not, nor is it intended to be, a complete statement of all duties, functions and responsibilities that comprise this position.

**Revised: 6-20-2016**



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# TOWN OF ENFIELD

June 8, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Resolution Approving the Adoption of the Head of Reference Services Job Description.**

Councilors:

**Highlights:**

- The Library Director proposes revising the current job description of “Reference Librarian” to the new job description of “Head of Reference Services.”
- This revised job description updates the essential responsibilities and more accurately reflects the technologies necessary to succeed in this position.
- This is a full time union position in the Professional and Technical Union.
- This position is currently vacant and there is no proposed change in the salary level for this position.

**Budget Impact:**

There will be no budgetary impact to the Town’s budget.

**Recommendation:**

It is recommended that the Town Council adopts the attached resolution.

Respectfully Submitted,

Steve Bielenda  
Human Resources Director

**Attachments:**

1. Resolution
2. Head of Reference Services – Job Description

# **ENFIELD TOWN COUNCIL**

**RESOLUTION NO. \_\_\_\_\_.**

**Resolution Approving the Adoption of the Head of Reference Services Job Description.**

**Resolved**, that in accordance with Chapter VII Section II of the Town Charter the Enfield Town Council does hereby amend the classification plan to include the following job description for the Town of Enfield for the following position:

Add: (1) **Head of Reference Services**

Date Submitted: 6-08-16

Submitted by: Steve Bielenda, Human Resources Director

**TOWN OF ENFIELD  
JOB DESCRIPTION**

**LIBRARY  
HEAD OF REFERENCE LIBRARIAN SERVICES**

**GENERAL STATEMENT OF DUTIES:** Responsible for **providing outstanding customer service**; identifying and interpreting user needs; providing reference, readers' advisory, computer, database and referral services to Library patrons directly, **through e-mail** and by telephone; and assisting patrons in material selection. **Supervise and schedule part-time Professional Reference Librarians.**

**SUPERVISION RECEIVED:** Works under the general direction of the Assistant Library Director.

**SUPERVISION EXERCISED:** Directly supervises the Reference Assistants, **Reference Pages** and, as assigned, other library staff. Directly supervises part-time Professional Reference Librarians.

**ESSENTIAL JOB FUNCTIONS:** Regular & punctual attendance; provides reference, readers' advisory, and referral services to patrons, in person, **through e-mail** and by telephone; provides technical/reference support to staff; **provides research assistance to library patrons**; ~~performs manual and automated bibliographic searches~~; plans and prepares bibliographies; performs routines and procedures related to manual and automated interlibrary loans and other referral services; maintains familiarity with the collection, ~~recommends~~ **purchases materials to be added**, using standard library selection tools; supervises ~~Reference Assistants~~ **staff** and other personnel as assigned in the absence of the Library Director and Assistant Library Director; assists in planning and implementing programs and public relations activities; **facilitates book discussions**; explains basic library functions, services and resources to the public; operates and maintains library equipment; collects data for statistical analysis and reports; prepares reports for submission to the Library Director; keeps informed of current events and of developments in the library field; maintains current knowledge of library technology; takes advantage of state and regional opportunities for continuing education to keep knowledge of library practices and procedures current; performs related work as required. **Teaches technology and database classes. Manages reference budget.**

**OTHER JOB FUNCTIONS:** Assists in maintaining inventory of the collection, using **consortia and state CONNECT** database; **assists in maintaining web presence**; represents the library at professional and community meetings; when designated librarian-in-charge, is responsible for security of the building.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee is frequently required to finger, handle, feel or operate objects, tools or controls; talk, hear; reach with hands and arms, stand, walk, grasp objects with fingers. The employee is occasionally required to climb, balance, kneel, crouch.

The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, necessary to operate computers and various office equipment.

**WORK ENVIRONMENT:** The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Performs complex tasks requiring independent knowledge and its application to non-routine situations.

The noise level in the work environment is generally quiet. May be exposed to dust, fluctuation in inside temperature and electromagnetic radiation from the computer screen.

**KNOWLEDGE, SKILL AND ABILITY:** Thorough knowledge of professional library methods, reference resources and practices; knowledge of books, authors and readers interests; skill in the operation of computer systems; skill in applying library research methods and practices; ability to work **both** independently and **collaboratively**; ~~with a minimum of supervision~~; ability to communicate effectively in written and oral expression; ability to deal with the public in a professional and courteous manner; ability to establish and maintain effective supervisory and working relationships with co-workers. Knowledge of and experience with PCs, **tablets, and mobile devices** ~~LANs and the Internet~~, including but not limited to knowledge of ~~DOS, Windows 95, Windows NT and Netscape, etc.~~ **current operating systems and applications. An awareness of current technology trends is a must.**

**EXPERIENCE AND TRAINING:** Bachelor's degree from an accredited four year college or university, plus a Master's Degree in Library Science from an American Library Association-accredited institution and not less than 2 years' experience in a professional library position and specialized competency with **current technology** ~~LANs~~ and reference services.

*This job description is not, nor is it intended to be, a complete statement of all duties, functions and responsibilities that comprise this position.*

~~Revised: 2-1-99~~

**Revised: 6-20-16**



## TOWN OF ENFIELD

June 10, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Resolution to approve a three year collective bargaining agreement with IAEP, Local # R1-717, NAGE, SEIU (Paramedics & EMT's Union).**

Councilors:

**Highlights:**

- On September 25, 2015, initial contract negotiations commenced between the International Brotherhood of Teamsters, Local #671 IAEP, Local # R1-717, NAGE, SEIU ("Union") and the Town of Enfield. The Union represents Paramedics and Emergency Medical Technicians.
- The contract calls for revised language including changes in wages, employees' Health Savings Account ("HSA") health insurance plan, operational language and memorializing practices and protocols currently applied in the EMS Department.
- The employee's premium share for health insurance shall be 15% on July 1, 2015 and 15% on 2016 and 2017 as well.
- The Union ratified this contract (17 for – 2 against) on June 10, 2016.
- To meet the Town of Enfield's 10 day posting process, this proposed new contract will be "tabled" at the June 20<sup>th</sup>, 2016 Town Council meeting so that the public has the opportunity for review.
- To meet the statutory deadline, the Town Council must vote to "accept" or "reject" this contract by July 5<sup>th</sup>, 2016 or else this contract will be deemed "approved" under § C.G.S. Sec. 7-474.

**Budget Impact:**

The contract calls for a retroactive wage increase of 2% on July 1, 2015, a wage increase of 2% on July 1, 2016, and a wage increase of 2% on July 1, 2017. The estimated net increase to the budget over a three year period is \$101,162 dollars or 1.98% annually.

**Recommendation:**

This office recommends that this resolution be approved.

Respectfully Submitted,

Steven V. Bielenda, Esq.  
Director of Human Resources

**Attachments:**

1. Resolution.
2. Contract with revisions.
3. Tentative Agreement.

**ENFIELD TOWN COUNCIL**

RESOLUTION NO. \_\_\_\_\_

**Resolution to approve a three year collective bargaining agreement with  
IAEP, Local # R1-717, NAGE, SEIU (Paramedics & EMT's Union)**

RESOLVED, that the Enfield Town Council does hereby approve the three (3) year collective bargaining agreement between the Town of Enfield and the IAEP, Local # R1-717, NAGE, SEIU (Paramedics & EMT's Union) dated July 1, 2015 through June 30, 2018.

Date Prepared: June 10, 2016

Prepared by: Steven Bielenda

**TOWN OF ENFIELD  
&  
IAEP Local R1-717, NAGE, SEIU**

**(Paramedics and EMT's)**

**“TENTATIVE AGREEMENTS”**

**MAY 23, 2016**

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1)

**ARTICLE 15  
INSURANCE**

**SECTION 1. Health Insurance.** The Town shall provide the following insurance programs for those full time employees and their eligible dependents who choose to enroll in such insurance programs. For the purpose of this Agreement a full time employee is one who works on average 36 hours per week or more over a 52 week period.

The Town will provide the following **High Deductible Health Care Plan with a Health Savings Account** option for those qualified employees (and their eligible dependents) who enroll in such insurance program.

Effective July 1, 2016 the Town shall provide the following insurance program for those employees and their eligible dependents that choose to enroll in the High Deductible/Health Savings Account plan (“HSA plan”). The new plan may require precertification for certain in-patient and outpatient services. Full details of the group health insurance benefits outlined herein are available for your review in the Department of Human Resources.

In addition, the following terms apply:

The Town will fund fifty percent (50%) of the applicable HSA deductible amount. The full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15<sup>th</sup> of 2016.

Effective July 1, 2017 and every year thereafter, the full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15<sup>th</sup>.

Employees acknowledge that the Town's HSA contributions are not an element of the underlying health insurance plan, but rather relate to the manner in which the deductible shall be funded for active employees.

**SECTION 2. Employee Contributions Toward Insurance Program.**

~~Effective upon the ratification of this contract by the Enfield Town Council the employee premium contribution through payroll deduction for the benefits provided under section 3 shall be zero (0) percent for EMT's and five (5) percent for paramedics of the combined premium for the Blue Cross Century Preferred health and dental plans (Sec 15.3.A and B below).~~

~~A. Effective July 1, 2010 the employee premium contribution shall be five (5%) percent of the combined premium for the Blue Cross Century Preferred Plan and Dental Plan for EMT's and eight (8) percent of the combined premium for the Blue Cross Century Preferred Plan and Dental Plan for paramedics.~~

~~B. Effective June 30, 2012 the employee premium contribution shall be twelve and one half (12.5) percent of the combined premium for the Blue Cross Century Preferred Plan and Dental Plan.~~

**Effective July 1, 2015, bargaining unit members shall be required to contribute fifteen (15%) of the cost of his or her insurance coverage through payroll deductions.**

**Effective July 1, 2016, bargaining unit members shall be required to contribute fifteen (15%)<sup>1</sup> of the cost of his or her insurance coverage through payroll deductions.**

**Effective July 1, 2017, bargaining unit members shall be required to contribute fifteen (15%)<sup>2</sup> of the cost of his or her insurance coverage through payroll deductions.**

~~**SECTION 3. The insurance programs covered under this section are:**~~

~~A. The Blue Cross Century Preferred Plan with Managed Benefits:~~

~~1. In network \$15.00 Home & Office Deductible, with unlimited maximum.~~

~~2. \$4.00 Co-pay prescription drug rider~~

~~3. In network hospitalization with maternity rider and \$200 per admission deductible for inpatient hospital admission.~~

~~4. Out of Network \$200 individual/\$500 family deductible and 80%-20% co-pay on the first \$4,000 (individual) or \$10,000 (family) of allowable charges, 100% of allowable thereafter.~~

~~B. The Blue Cross Full Service Dental Program:~~

~~**SECTION 4. HMO Option.** In lieu of Blue Cross and Blue Shield Medical Insurance Plan, all full time employees in the bargaining unit are eligible to enroll in designated health maintenance organizations. The Town shall contribute toward the premium only the amount that is paid by the Town for the Blue Cross Century Preferred Plan and dental plan for the employee and dependents. Any and all additional costs for the HMO shall be paid for by the employee in the form of payroll deduction. The Town assumes no responsibility for the administration of the HMO plans nor for any aspect of its operation, including eligibility, cost, coverage or delivery of health services.~~

<sup>1</sup> This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 19.5%.

<sup>2</sup> This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 19.5%.

2)

**ARTICLE 28**  
**DURATION**

**SECTION 1.** This contract shall be in full force and effect through June 30, ~~2015~~ **2018** and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. All changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

**SECTION 2.** Between the first day of January and the first day of February ~~2015~~, **2018** either party may notify the other party if it wishes to amend or modify the contract as of July 1, ~~2015~~, **2018**. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

**SECTION 3.** Benefits provided under this agreement, other than wages, shall be effective on the date the contract is signed by the parties.

**ARTICLE 9  
SICK LEAVE**

**SECTION 1. Amount of Sick Leave.** Each regular full-time employee whose normal work week is thirty six (36) hours or more shall be eligible for sick leave with pay during and after his or her probationary period. Sick leave for regular full-time employees shall be computed on an hourly basis at the rate of 8 hours per month for each full month worked, or ninety six (96) hours per year with no limit on the number of hours accumulated for the purpose of illness as described in Section 2 below. Full-time employees hired before September 30, 2008 shall be credited with 10 hours of sick leave per month. Sick leave shall be charged in units of not less than ~~one (1) hour~~ **fifteen (15) minutes.**

\*\*\*\*\*

**SECTION 8. Sick Leave Policy.**

**Use of Sick Leave.** Sick leave may be used for the following purposes:

- (1) Personal illness or physical incapacity
- (2) Enforced quarantine in accordance with health regulations
- (3) For illness or physical incapacity in the employee's immediate family, limited to three (3) days for each illness.

Sick leave is not to be used to extend vacations or to be treated as a personal day or day off. Regular doctor's office visits for physical examinations, dental exams, eye exams, etc. are not proper uses of sick leave. Regular doctor's office visits for physical, dental or eye examinations may be properly charged to personal leave or vacation leave. Medical examinations for treatment of an ongoing illness or condition may be charged to sick leave.

The Town bears a great expense when an employee is absent from work. In some instances, the Town not only loses the employee's contribution for that day, but also incurs the cost of replacing that employee on an overtime basis. It is expected that employees will need to use sick leave at some point during their careers with the Town, but it must be stressed that their attendance is critical to the proper functioning of government and the delivery of services to the residents of Enfield.

Employees absent from work for more than three (3) consecutive days will be notified that they are being placed on Family and Medical Leave.

**Investigation of Sick Leave Usage.** The Town reserves the right to investigate any use of sick leave for which a supervisor determines that there might be an abuse of sick leave. An abuse of sick leave is the use of sick leave for any purpose other than that which is allowed above or by contract. An abuse of sick leave will result in disciplinary action regardless of whether or not the employee has received a notice of sick leave usage, as described below.

**Neutral Attendance Policy.** Absences beyond six (6) occurrences of sick leave in a year is considered excessive and will be addressed as follows:

- a. Each employee's attendance will be reviewed in January of each year for the previous calendar year. If an employee has had more than six occasions of sick leave in the previous calendar year (exclusive of any sick leave taken while the employee was on Family and

Medical Leave Act leave). An occasion can be part of one day, one day or the use of sick leave for multiple days as long as they are consecutive and not interrupted by a return to work or use of another form of leave or leave without pay. The department head or his designee will meet with the employee and discuss the excessive amount of sick leave. In the absence of extraordinary circumstances, the department head will issue the employee a notice of sick leave usage, which will state that the employee's use of sick leave will be monitored for the next six (6) months. In the event that the employee has more than three (3) occurrences during the six month period of time that the employee is being monitored the employee will be subject to disciplinary action, which shall include as a minimum a one (1) day suspension without pay. Prior to the issuance of a suspension letter the department head or his designee will meet with the employee to again discuss the excessive absences. If the employee's attendance fails to improve over the next six (6) month period using the above standard, additional disciplinary action, up to and including, the termination of employment may be imposed. Again, this notice will be issued to the department head for issuance to the employee.

b. Extraordinary circumstances for which a department head or his designee may determine that a sick leave usage or disciplinary action notice will not issue include:

- the need for an employee to attend repeat therapy sessions for the same injury,
- a re-occurring serious illness
- a need for ongoing medical treatment for an illness
- or other reasons which in the department head's judgment, justify excusing the employee from their regular duties during work hours for treatment.

**Proof of Illness.** The Town may investigate any absence for which sick leave is requested and a doctor's certificate or other proof of illness shall be required upon request from the employee's department head.

**Report of Illness.** On the first day of absence from work due to illness, the employee shall report his illness to his immediate supervisor not later than thirty (30) minutes after his scheduled work assignment. Department heads may require greater notice for their individual departments. The immediate supervisor shall initiate an absence report form and forward such form to the Human Resources Department after the employee's return and it shall become part of the employee's personnel file.

**ARTICLE 19**  
**LAYOFF PROCEDURE**

**SECTION 4. Recall.** Employees who are laid off shall have recall rights for a period of one (1) year and six (6) months from the date of layoff and only to the classification and status from which the employee was laid off. The most senior employee in the classification and status laid off shall be the first employee called back provided he is presently qualified to perform the work and meets all job requirements in the job classification to which he is recalled without further training beyond orientation. Employees shall have two (2) weeks from the date the Town sends a notice of recall to the employee at his last known address, via certified mail, to return to the job.

**Employees returning from lay off status shall have their seniority, benefits accrual rate, and rate of pay restored, including any contractual raises that were issued during the layoff to levels he/she had prior to the lay off. There will be no retroactivity in compensation for employees returning from a lay off.**

~~**SECTION 5.** The employer agrees that it will not layoff members of the bargaining unit during the period of time between the ratification of this contract by the Enfield Town Council and June 30, 2010.~~

5)

**ARTICLE 8**  
**VACATIONS**

**SECTION 4.** Holiday and vacation day bids will be conducted ~~during the twenty (20) day period prior to the start of new assignments~~ prior to the start of new assignments. Requests for holiday or vacation time will be open for submission 30 days prior to the start of new assignments, and will close 10 days prior to the start of new assignments. Management will award vacation and holiday bid time off 7 days prior to the start of new assignments. Seniority will be given preference for the holiday and vacation days bid during this period. Any other request for holiday or vacation time off must be made seventy two (72) hours prior to the start of the requested shift off, will not be given seniority preference and is subject to the approval of a supervisor

ARTICLE 10

OTHER LEAVES

**SECTION 5. Training.** With approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to the Town. If two or more employees request such leave at the same time, and only one employee can be accommodated, the leave shall be granted on the basis of **a rotating** seniority.

\*\*\*\*\*

**SECTION 9. Benefits While on Leave.** If an employee is either on an approved leave of absence without pay for more than ten (10) working days in any calendar month, or is absent without leave for one (1) or more days in any calendar month without securing subsequent authority for such leave, he shall not accrue vacation or sick leave for that month. Any holiday occurring in conjunction with absence without leave, or without pay shall be forfeited by the employee. For any employee who is granted a leave of absence without pay, except for Family Medical Leave under Section 7, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his or her insurance benefits be continued and submits the full premium costs (both the employee's and employer's share to be paid by the employee) for such benefits to the Town for the period of such absence in a manner prescribed by the Human Resources Department. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a worker's compensation leave until said employee returns to ~~regular work hours~~, **either at regular duty or light duty capacity.**

## ARTICLE 18

**PROBATIONARY PERIOD**

**SECTION 1. Purpose.** The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee whose performance does not meet the required work standards.

**SECTION 2. Duration of the Probationary Period.** All new employees shall be required to complete successfully a working test during a probationary period as follows:

- A. Employees shall serve a probationary period of nine (9) months for original appointments. Employees promoted from EMT to paramedic will serve a six (6) month probationary period, **which will begin once Medical Control is granted.** ~~Failure to successfully complete a promotional probationary period will result in the employee being returned to the lower classification (EMT) in the same status that they were in prior to promotion (i.e. full time or part time).~~ **Employees that fail to successfully complete their promotional probationary period may be returned to the lower classification (EMT), unless there is just cause for the employee's dismissal. If the employee was a full-time EMT prior to the promotion, said employee may return to that position. If no position is available, the Chief will designate him/her to a part-time EMT position until a full time position becomes vacant.**
- B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Human Resources Director upon request of the Director of EMS. In the event that the Human Resources Director extends an employee's probationary period he shall notify the employee and the Union in writing of same.

**SECTION 3. Interruption of the Probationary Period.** No leave from service during the probationary period, with or without pay, shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Human Resources Director.

## ARTICLE 12

COMPENSATION FOR OVERTIME WORKSECTION 3. Use of Supplemental Staffing

- A. The Town reserves the right to use supplemental staffing to fill staffing vacancies on ambulances in the event that no Enfield EMS Department member is available. Members include all supervisory staff, full time employees, **and** part-time employees ~~and Enfield EMS uniformed volunteers~~. The Town will continue to fill staffing vacancies in normally scheduled shifts in accordance with the EMS Department General Procedures.
- B. The Town may place additional ambulances (not normally scheduled in the bid process) in service at any time, staffed by **qualified fire or police department personnel**. ~~members of the fire services in Enfield. The number of shifts scheduled will be based on a historical analysis performed by the Director of EMS and will be made in accordance with EMS Department General Procedures.~~ **These additional ambulances may be utilized during a town or state declared emergency, periods of excessively high call volume, or any other situation that is unusual and causes system strain, determined by the Chief of EMS or designee.**
- C. The Town may use fire or police service members as a third crew member on an ambulance whenever needed.
- D. The Town's ability to use mutual aid with any service provider, including the fire services of the Town, is not diminished by this agreement.

## ARTICLE 7

HOLIDAYS

**SECTION 1.** The following holidays shall be observed for full time employees whose normal work week is thirty-six (36) hours or more:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

~~**SECTION 2.** All holiday time shall be advanced to an employee on July 1 of each year. A pro-rata share of holidays remaining in the fiscal year shall be advanced to new employees on their first day of employment.~~

Holidays are ~~actually~~ accrued when the holiday occurs. Employees hired before September 30, 2008 shall also have the day after Thanksgiving as a holiday.

**SECTION 3.** Once holiday time has been ~~advanced~~ **accrued** to an employee the employee may use it subject to the approval of a supervisor. **Employees will be allowed to carry over into the next fiscal year 8 hours of accrued holiday time; however, any holiday carryover time not used by September 1<sup>st</sup> shall be forfeited.**

~~**SECTION 4.** Employees who leave Town service and who have used more holiday time than that which has accrued at the time of their separation from Town service will have this excess time deducted from any vacation or sick leave severance pay. If there is no vacation or sick leave balance to be paid at separation, the excess time used will be deducted from the employee's pay.~~

~~**SECTION 5**~~ **4.** A holiday day is eight hours of leave with pay for full time employees. An employee who is scheduled to work a shift longer than 8 hours who opts to take the day off shall have their holiday balance charged for the number of hours they were scheduled to work.

~~**SECTION 6**~~ **5.** Any employee who is not regularly scheduled to work on a holiday, shall be paid time and one-half for all hours worked on a holiday listed in section 1 above (exclusive of the employee's birthday, Thanksgiving Day, and Christmas day). There shall be no pyramiding of pay.

**SECTION 6.** All employees who work on Thanksgiving Day and Christmas Day shall be paid two times (2x) their base rate of pay.

10)

**ARTICLE 11**  
**HOURS OF WORK**

**SECTION 1.** The regular hours of work for all full time bargaining unit employees shall be, on average, thirty six (36) hours or more per week. Schedules of hours, as determined by the Director of EMS, will be posted and bid every four (4) months, in accordance with EMS General Procedures, as amended from time to time. Employees are required to provide their department with a current telephone number and ~~employees will be provided a communications device which they are expected to carry with them when on duty.~~ **that they can be contacted on both on and off duty.**

**SECTION 2.** The employer reserves the right to hold employees over at the end of their shift to ensure adequate staffing.

**SECTION 3.** Overtime assignments will be made in accordance with the EMS General Procedure 2.10, as amended from time to time.

**SECTION 4.** Other Schedules or exceptions to the normal work week and/or work day, including flexible hours, may be required depending on the needs of the department and Town.

**SECTION 4A.** The Town reserves the right to schedule special assignments such as tactical team assignments, bike patrols, etc. Selection for such assignments shall be made solely at the discretion of the EMS Director. Fitness qualifications for such assignment shall be made at the discretion of the Town.

**SECTION 5.** The service week is a period beginning at 0000hours Sunday and ending at 2359 hours the following Saturday.

**SECTION 6.** Employees will be required to punch in at the start and end of each shift.

**SECTION 7.** Shift swaps will be permitted pursuant to the EMS General Procedures, as amended from time to time.

11)

## ARTICLE 14

### WAGES AND CLASSIFICATIONS

**SECTION 1.** The Classification and Salary Plan in effect prior to the application of the general wage increases set forth below is attached to this agreement as Appendix "A."

**SECTION 2.** WAGES FOR FISCAL YEAR ~~2012-2013~~ **2015-2016**. Effective and retroactive to July 1, ~~2012~~, **2015**, all rates of pay in effect on June 30, **2015** shall be increased by **two percent (2%)**. (Schedule attached as Appendix A).

**SECTION 3.** WAGES FOR FISCAL YEAR ~~2013-2014~~ **2016-2017**. Effective July 1, ~~2013~~, **2016** all rates of pay in effect on June 30, 2016 shall be increased by **two percent (2%)**. (Schedule attached as Appendix A).

**SECTION 4.** WAGES FOR FISCAL YEAR ~~2014-2015~~ **2017-2018**. Effective July 1, ~~2014~~, **2017** all rates of pay in effect on June 30, 2018 shall be increased by **two percent (2%)**. (Schedule attached as Appendix A).

**SECTION 5.** All employees will be paid through direct deposit and will furnish the Finance Department the necessary information to arrange for said deposit.

**SECTION 6.** Employees shall only be eligible for retroactive pay if they were employed by the Town on the effective date of the pay increase and at the time of ratification of this agreement by the Enfield Town Council.

**SECTION 7.** The Town may elect to switch to a two week payroll.

**SECTION 8.** Employee's will be chosen as Field Training Officer's (F.T.O.'s) at the discretion of the Director of EMS. While precepting new paramedics, training new employees during their first 48 work hours or precepting paramedic students from an approved training program, the F.T.O.'s will be paid .50 cents per hour in addition to their regular hourly wage.

**SECTION 9. Effective upon Union contract ratification and adoption by the Enfield Town Council, employees will be given credit for each full year of full time experience, up to 5 years, that they had before their employment with the town. Experience must be at the employee's current level, either EMT or Paramedic. For each year of credit, they will advance 1 step on their respective pay scale in Appendix A. This credit does not apply to seniority or any other benefit under the contract.**

## APPENDIX A

<i>Emergency Medical Technician</i>			1	2	3	4	5
7/1/2015	Probationary Rate		15.68	15.99	16.31	16.64	16.98
7/1/2015	Employee Rate	(2%)	15.99	16.31	16.64	16.97	17.32
7/1/2016	Probationary Rate		15.99	16.31	16.64	16.97	17.32
7/1/2016	Employee Rate	(2%)	16.31	16.64	16.97	17.31	17.67
7/1/2017	Probationary Rate		16.31	16.64	16.97	17.31	17.67
7/1/2017	Employee Rate	(2%)	16.64	16.97	17.31	17.66	18.02
<i>Paramedic</i>			1	2	3	4	5
7/1/2015	Precepting Rate		19.25	19.25	19.25	19.25	19.25
7/1/2015	Probationary Rate		21.72	22.15	22.59	23.04	23.53
7/1/2015	Employee Rate	(2%)	22.15	22.59	23.04	23.50	24.00
7/1/2016	Precepting Rate		19.50	19.50	19.50	19.50	19.50
7/1/2016	Probationary Rate		22.15	22.59	23.04	23.50	24.00
7/1/2016	Employee Rate	(2%)	22.60	23.04	23.50	23.97	24.48
7/1/2017	Precepting Rate		19.75	19.75	19.75	19.75	19.75
7/1/2017	Probationary Rate		22.60	23.04	23.50	23.97	24.48
7/1/2017	Employee Rate	(2%)	23.05	23.51	23.97	24.45	24.97

**For the TOWN OF ENFIELD**

*Arthur V. Belenick*  
\_\_\_\_\_  
\_\_\_\_\_

**Date: May 23, 2016**

**For the UNION**

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**Date: May 23, 2016**

**AGREEMENT**

**BETWEEN**

**THE  
TOWN OF ENFIELD**

**AND**

**IAEP LOCAL R1-717, NAGE, SEIU**

~~**JULY 1, 2012 – JUNE 30, 2015**~~

**JULY 1, 2015 – JUNE 30, 2018**

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## APPLICATION OF AGREEMENT

This Agreement shall apply to all full time and part time emergency medical technician (hereinafter "EMT") and paramedic employees of the Town of Enfield who regularly work 19 or more hours per week in those titles listed on the Certificate of Representative (Case No. ME-26,468, Decision No. 4228 dated March 30, 2007) excluding office, billing, clerical, and supervisory employees and also excluding the Director of Emergency Medical Services, part-time EMT and paramedic employees regularly working less than 19 hours per week, and those Town of Enfield employees working under other collective bargaining agreements with the Town of Enfield heretofore certified by the Connecticut State Board of Labor Relations, seasonal employees, volunteer EMT's and paramedics and any other employees as may be mutually agreed to be excluded.

### ARTICLE 1 RECOGNITION

**SECTION 1.** IAEP Local R1-717, SEIU, NAGE, is recognized as the exclusive bargaining agent of all employees, as defined below, for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

**SECTION 2.** The term "Employer" shall mean the Town of Enfield, Connecticut, a municipal employer.

**SECTION 3.** The term "Union" shall mean IAEP Local R1-717, SEIU, NAGE.

**SECTION 4.** The terms "Contract" and "Agreement" shall mean the complete Agreement and its specific terms.

**SECTION 5.** The term "Employee" shall mean those EMT and paramedic persons in the bargaining unit employed by the Employer as defined in the Application of Agreement.

**SECTION 6.** The term "full time employee" shall mean a member of the bargaining unit who is employed on average thirty six (36) or more hours per week over a 52 week period.

**SECTION 7.** The term "part-time employee" shall mean a member of the bargaining unit who is not a full time employee.

**SECTION 8.** The Town may employ non-bargaining unit part-time, temporary or seasonal employees and use volunteer EMT's and paramedics. The Town may use uniformed members of the fire and police services, as provided for in Article 12.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**SECTION 1.** Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Employer has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
- B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. If the EMS Director decides to amend any General Procedure specifically referenced in this Agreement

he will first provide the Union with a copy of the General Procedure and discuss same with the Union, before issuing same to the workforce.

- G. To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or sub-contracts for municipal operations.
- I. To create job specifications and revise existing job specifications.
- J. In those instances where Town employees are not available to perform the work, the Town reserves the right to contract out the work until Town employees are available.

### **ARTICLE 3** **UNION SECURITY**

**SECTION 1.** All members of the bargaining unit shall either become and remain members of the Union or pay an agency service fee within 30 days of hire.

**SECTION 2.** Upon written authorization of an employee, the Town shall deduct from the employee's wages Union dues or the agency service fee.

**SECTION 3.** The total amount deducted each month, in accordance with the provisions of this Article, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

**SECTION 4.** The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should have been made.

**SECTION 5.** The Union agrees to indemnify and save harmless the Town for any liability or sums which the Town is required to pay as the result of any claim arising out of the Town's compliance with or enforcement of the provisions of this Article.

**SECTION 6.** The Town shall place one (1) bulletin board in each Department where EMS employees are regularly assigned for the exclusive use of the Union. All messages will only be posted by Union officers or stewards, on Union stationary bearing the signature of a Union official, and a copy must first be given to the Director of EMS. The Union agrees it will not post any messages that are defamatory or inflammatory.

**SECTION 7.** The Union shall have the right to designate stewards and shall notify the Director of EMS and the Director of Human Resources who the stewards are. One steward or Union officer may have time off from scheduled duties to attend step 1 and 2 grievance hearings or arbitration. Only Union officers and stewards are permitted to represent Union members.

**SECTION 8. Union Business Leave.** Up to three Union officials shall be allowed the required time off from duty, without loss of pay, to attend official Union conventions and conferences, not to exceed a cumulative total of forty eight (48) working hours per fiscal year. Only one Union officer may be excused from duty at a time.

**SECTION 9.** The Union will be notified within 10 calendar days of new hires.

#### **ARTICLE 4** **GRIEVANCE PROCEDURE**

**SECTION 1.** A grievance shall be defined as a claimed violation of a specific provision of this Agreement. Grievances and demands for arbitration not filed within the time limits set forth below are waived. Grievances not answered within the time limits set forth below will be considered denied so as permitting submission to the next step.

**SECTION 2. Procedure.**

**STEP ONE:** Any employee who has a grievance shall submit the grievance via email or in writing within ten (10) calendar days of the event to the Director of EMS setting forth the facts of the grievance, the Agreement provisions in question and the remedy requested. Within ten (10) calendar days after submission of said grievance, the Director of EMS or his designated representative shall render a written

decision via email or in writing to the employee and his representative, if represented, within ten (10) calendar days.

**STEP TWO:** If the employee is dissatisfied with the Director of EMS's decision he/she may appeal to the Director of Human Resources or his designee, via email or in writing within ten (10) calendar days of the date of the Director of EMS's step one decision. The Director of Human Resources shall schedule a step two grievance hearing and shall render a written decision via email or in writing to the employee and his representative, if represented, within ten (10) calendar days of the step two grievance hearing.

**STEP THREE:**

A. Mediation: If the employee and representative are not satisfied with the decision rendered by the Human Resources Director, the grievance may be submitted at the request of the Union within ten (10) calendar days of the date of the step two answer to mediation before the Connecticut State Board of Mediation and Arbitration, with a copy to the Director of Human Resources. Mediation may be waived at either party's request on discharge cases.

B. Arbitration: If the grievance is not resolved through mediation, the grievance may be submitted to arbitration, in writing, by the Union with a copy to the Town, within ten (10) calendar days of the completion of mediation. In the event that mediation is waived, the grievance must be submitted to arbitration within ten (10) calendar days of the date of the step two answer. Arbitration shall be before the Connecticut State Board of Mediation and Arbitration except that all grievances concerning suspension of ten (10) days or more and discharge, and any other grievance on which the parties mutually agree, shall be submitted to an arbitrator who is either mutually selected by the parties or selected in accordance with the procedures of the American Arbitration Association. In the case of arbitration by a private or AAA arbitrator, the parties shall share equally the cost of arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

**SECTION 3.** All grievances and answers thereto shall be set forth in writing via email.

**SECTION 4.** Nothing contained therein shall prevent any employee from presenting his own grievance and representing himself in these procedures up to, but not including, arbitration.

**SECTION 5.** Failure at any step to appeal within the prescribed timelines shall be considered acceptance of the decision rendered.

**SECTION 6.** The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with said resolution. If the Union is not a party to the settlement, the employer will provide the Union with a copy of same within 10 calendar days.

**SECTION 7.** Time extensions beyond those stipulated in the grievance procedure may be arrived at, in writing or via email, by mutual agreement of the parties concerned.

**SECTION 8.** The arbitrator(s) shall have no authority to add to or subtract from, or otherwise modify the terms of this Agreement.

**SECTION 9.** Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

**ARTICLE 5**  
**DISCIPLINE**

**SECTION 1.** Disciplinary actions shall include:

- A. verbal warning;
- B. written warning;
- C. suspension without pay;
- D. discharge.

Any of the aforementioned may be independently invoked. A copy of all disciplinary actions shall be given to the union in a timely manner.

**SECTION 2.** All suspensions and terminations of non-probationary employees must be for just cause and must be stated in writing with reason given to the employee and steward at the time of suspension or discharge.

**ARTICLE 6**  
**ATTENDANCE AND LEAVES**

**SECTION 1.** General Policy: Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with this Agreement on the basis of the work requirements of the department and whenever possible, the personal wishes of the employee.

**SECTION 2.** Types of Leave. The following types of leave are officially established:

Holiday Leave	Vacation Leave
Sick Leave	Other Leave with
Injury Leave	Pay
Leave Without Pay	FMLA
Personal Leave	

**SECTION 3.** For all leaves other than sick or injury leave, an electronic request on a form prescribed by the Director of EMS indicating the type of leave, duration and dates of departure and return must be approved by the Director of EMS prior to the taking of leave. For personal leave and other leave with or without pay, the employee must describe the purpose and reason for requesting such leave.

**SECTION 4.** In the case of sick or injury leave, a return to work form prescribed by the Human Resources Director shall be completed and submitted to the Director of EMS for approval immediately upon the employee's return for duty.

**SECTION 5.** Unless an absence is substantiated by a request for leave or a return to work form approved by the Director of EMS, an employee shall not be paid for any absence from scheduled work hours. All such forms shall

be forwarded by the Director of EMS to the Human Resources Department where they shall be filed as part of the employee's attendance record.

**ARTICLE 7**  
**HOLIDAYS**

**SECTION 1.** The following holidays shall be observed for full time employees whose normal work week is thirty-six (36) hours or more:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

~~**SECTION 2.** All holiday time shall be advanced to an employee on July 1 of each year. A pro-rata share of holidays remaining in the fiscal year shall be advanced to new employees on their first day of employment. Holidays are ~~actually~~ accrued when the holiday occurs. Employees hired before September 30, 2008 shall also have the day after Thanksgiving as a holiday.~~

**SECTION 3.** Once holiday time has been ~~advanced~~ **accrued** to an employee the employee may use it subject to the approval of a supervisor. Employees will be allowed to carry over into the next fiscal year 8 hours of accrued holiday time; however, any holiday carryover time not used by September 1<sup>st</sup> shall be forfeited.

~~**SECTION 4.** Employees who leave Town service and who have used more holiday time than that which has accrued at the time of their separation from Town service will have this excess time deducted from any vacation or sick leave severance pay. If there is no vacation or sick leave balance to be paid at separation, the excess time used will be deducted from the employee's pay.~~

~~**SECTION 5**~~ **4.** A holiday day is eight hours of leave with pay for full time employees. An employee who is scheduled to work a shift longer than 8 hours who opts to take the day off shall have their holiday balance charged for the number of hours they were scheduled to work.

**SECTION 6 5.** Any employee who is not regularly scheduled to work on a holiday, shall be paid time and one-half for all hours worked on a holiday listed in section 1 above (exclusive of the employee's birthday, Thanksgiving Day, and Christmas day). There shall be no pyramiding of pay.

**SECTION 6.** All employees who work on Thanksgiving Day and Christmas Day shall be paid two times (2x) their base rate of pay.

**SECTION 7.** All holiday hours/days not used by midnight on June 30 shall be forfeited.

**SECTION 8.** A holiday shall be the 24 hour period commencing at 12:01 a.m. and ending at midnight.

**ARTICLE 8  
VACATIONS**

**SECTION 1.** Annual vacation leave with pay shall be earned by all regular full-time employees whose normal work week is thirty-six (36) hours or more in the following manner:

<u>Full years of Service</u>	<u>Hours Per Full Month of Continuous Service</u>	<u>Maximum Earned Hours Per Year of Continuous Service</u>
Date of Hire through 4th full year	6.65 hours	80 hours
More than 4 years through 6th full year	10 hours	120 hours
More than 6 years through 9th full year	10.66 hours	128 hours
More than 9 years through 12th full year	12 hours	144 hours
More than 12 full years	13.33 hours	160 hours

A vacation day refers to eight hours of leave with pay for full time employees.

**SECTION 2.** Vacation time must be used within one (1) year from the date when it accrues or it will be forfeited, unless other arrangements are approved in writing by the Director of Human Resources. Vacation leave may not

be used until an employee has served a minimum of nine (9) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

**SECTION 3.** Employees shall apply for vacation leave to the Director of EMS on a request for leave form. Vacations shall be scheduled by the Director of EMS in accordance with departmental requirements, giving preference to employee choice according to seniority within the department.

**SECTION 4.** Holiday and vacation day bids will be conducted ~~during the twenty (20) day period prior to the start of new assignments~~ **prior to the start of new assignments. Requests for holiday or vacation time will be open for submission 30 days prior to the start of new assignments, and will close 10 days prior to the start of new assignments. Management will award vacation and holiday bid time off 7 days prior to the start of new assignments.** Seniority will be given preference for the holiday and vacation days bid during this period.

Any other request for holiday or vacation time off must be made seventy two (72) hours prior to the start of the requested shift off, will not be given seniority preference and is subject to the approval of a supervisor.

**SECTION 5.** In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

**SECTION 6.** Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.

**SECTION 7.** Vacation leave shall be determined by the length of continuous service as a full time employee working an average of thirty-six (36) hours per week or more. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

**SECTION 8.** Employees who resign in good standing or who are laid off for lack of work after employment of nine (9) months or more or who have retired from the Town service shall be paid for any unused vacation leave that has accrued to their last day of service. For the purposes of this Section, to resign in good standing, an employee shall give the Director of EMS a minimum of fourteen (14) days prior working notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Director of EMS by the

employee stating reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.

**ARTICLE 9**  
**SICK LEAVE**

**SECTION 1. Amount of Sick Leave.** Each regular full-time employee whose normal work week is thirty six (36) hours or more shall be eligible for sick leave with pay during and after his or her probationary period. Sick leave for regular full-time employees shall be computed on an hourly basis at the rate of 8 hours per month for each full month worked, or ninety six (96) hours per year with no limit on the number of hours accumulated for the purpose of illness as described in Section 2 below. Full-time employees hired before September 30, 2008 shall be credited with 10 hours of sick leave per month. Sick leave shall be charged in units of not less than ~~one (1)~~ **hour fifteen (15) minutes.**

**SECTION 2. Use of Sick Leave.** Sick leave may be used for the following purposes:

- A. Personal illness or physical incapacity.
- B. Enforced quarantine in accordance with health regulations.
- C. For illness or physical incapacity in the employee's immediate family, limited to three (3) days for each illness.

**SECTION 3. Proof of Illness.**

A. In the event of three (3) or more consecutive days of absence on authorized sick leave, a doctor's certificate or other proof of illness shall be required, prior to the return to work.

B. In the event of more than three (3) one (1) or two (2) day absences on authorized sick leave, a doctor's certificate or other proof of illness shall be required, prior to the return to work.

C. The Town may investigate any absence for which sick leave is requested.

**SECTION 4. Report of Illness.** On the first and each subsequent day of absence from work due to illness, the employee shall report his or her illness to his immediate supervisor not later than two (2) hours before his or her scheduled work assignment. In the absence of an on-duty supervisor, an employee shall follow the notification

procedures in the General Procedures. The immediate supervisor shall initiate an absence report form and forward such form to the Human Resources Department after the employee's return and it shall become part of the employee's personnel file.

**SECTION 5. Sick Leave Accumulation Upon Retirement.** Any employee who is at least 55 years old and has 10 years of service as an employee of the Town, who retires from the Town service on, after, or before his or her normal retirement date, shall have one-quarter of his or her total accumulation of sick leave time transferred to his or her vacation time for the purpose of separation pay at the current rate of pay. (e.g. 1/4 of 960 hours = 240 hours).

**SECTION 6. Sick Leave Accumulation Upon Termination.** Upon termination in good standing, for employees who do not meet the definition of Retirement in Section 5 above, one-quarter (1/4) of the employee's total accumulation of sick leave shall be transferred to the employee's balance of unused vacation time for the purpose of separation pay up to a maximum of one hundred and sixty (160) hours. Termination in good standing means that the employee has voluntarily resigned his/her employment and given the employer at least two (2) weeks of notice.

**SECTION 7. Payment Upon Death.** In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave to a maximum of nine hundred and sixty (960) hours as severance pay.

**SECTION 8. Sick Leave Policy.** ~~All employees are subject to the terms of the Town's June 23, 1999 sick leave policy.~~

**Use of Sick Leave. Sick leave may be used for the following purposes:**

- (1) Personal illness or physical incapacity**
- (2) Enforced quarantine in accordance with health regulations**
- (3) For illness or physical incapacity in the employee's immediate family, limited to three (3) days for each illness.**

**Sick leave is not to be used to extend vacations or to be treated as a personal day or day off. Regular doctor's office visits for physical examinations, dental exams, eye exams, etc. are not proper uses of sick leave. Regular doctor's office visits for physical, dental or eye examinations may be properly charged to**

personal leave or vacation leave. Medical examinations for treatment of an ongoing illness or condition may be charged to sick leave.

The Town bears a great expense when an employee is absent from work. In some instances, the Town not only loses the employee's contribution for that day, but also incurs the cost of replacing that employee on an overtime basis. It is expected that employees will need to use sick leave at some point during their careers with the Town, but it must be stressed that their attendance is critical to the proper functioning of government and the delivery of services to the residents of Enfield.

Employees absent from work for more than three (3) consecutive days will be notified that they are being placed on Family and Medical Leave.

**Investigation of Sick Leave Usage.** The Town reserves the right to investigate any use of sick leave for which a supervisor determines that there might be an abuse of sick leave. An abuse of sick leave is the use of sick leave for any purpose other than that which is allowed above or by contract. An abuse of sick leave will result in disciplinary action regardless of whether or not the employee has received a notice of sick leave usage, as described below.

**Neutral Attendance Policy.** Absences beyond six (6) occurrences of sick leave in a year is considered excessive and will be addressed as follows:

- a. Each employee's attendance will be reviewed in January of each year for the previous calendar year. If an employee has had more than six occasions of sick leave in the previous calendar year (exclusive of any sick leave taken while the employee was on Family and Medical Leave Act leave). An occasion can be part of one day, one day or the use of sick leave for multiple days as long as they are consecutive and not interrupted by a return to work or use of another form of leave or leave without pay. The department head or his designee will meet with the employee and discuss the excessive amount of sick leave. In the absence of extraordinary circumstances, the department head will issue the employee a notice of sick leave usage, which will state that the employee's use of sick leave will be monitored for the next six (6) months. In the event that the employee has more than three (3) occurrences during the six month period of time that the employee is being monitored the employee will be subject to disciplinary action, which shall include as a minimum a one (1) day suspension without pay. Prior to the issuance of a suspension letter the department head or his designee will meet with the employee to again discuss the excessive absences. If the employee's attendance fails to improve over the next six (6) month period using the above standard, additional disciplinary action, up to and including, the termination of employment may be imposed. Again, this notice will be issued to the department head for issuance to the employee.
- b. Extraordinary circumstances for which a department head or his designee may determine that a sick leave usage or disciplinary action notice will not issue include:
  - the need for an employee to attend repeat therapy sessions for the same injury,
  - a re-occurring serious illness
  - a need for ongoing medical treatment for an illness
  - or other reasons which in the department head's judgment, justify excusing the employee from their regular duties during work hours for treatment.

**Proof of Illness.** The Town may investigate any absence for which sick leave is requested and a doctor's certificate or other proof of illness shall be required upon request from the employee's department head.

**Report of Illness.** On the first day of absence from work due to illness, the employee shall report his illness to his immediate supervisor not later than thirty (30) minutes after his scheduled work assignment. Department heads may require greater notice for their individual departments. The immediate supervisor shall initiate an absence report form and forward such form to the Human Resources Department after the employee's return and it shall become part of the employee's personnel file.

## **ARTICLE 10** **OTHER LEAVES**

**SECTION 1. Injury Leave.** Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absence from duty due to an accident or injury that occurred while the employee was engaged in the performance of his or her duties. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his supervisor who shall make a full report on an Accident Report and Investigation Form to the Human Resources Director. Receipt of this report shall be a condition of payment of injury leave benefits. No payments shall be made if the accident or injury shall have been due to intoxication or willful misconduct on the part of the employee. In the event that an employee covered by this Agreement is injured while at work and, as a consequence of said injury, receives Workers' Compensation disability pay, said employee shall receive Workers' Compensation and supplemental pay so that the employee shall be compensated at the employee's regular rate of pay prior to such injury or disease for a period not to exceed twelve (12) months. At the end of said twelve (12) months, such supplemental benefits shall cease. In the case of injuries causing temporary disability for periods of time less than seven (7) calendar days which are not wholly compensable under the Workers' Compensation insurance, the Town shall pay the employee's regular salary during the period of such absence. Lost time under injury leave shall not be charged to vacation or sick leave accruals. All employees shall continue to accrue seniority while on injury leave. It is recognized that the Town has a need to be informed of the status of an employee who is absent due to an injury

compensable under worker's compensation. Therefore, the employee will comply with reasonable requests for reporting to his supervisor during any such period of absence.

**SECTION 2. Jury Duty.** Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his regular salary which will, together with the jury pay, equal his regular salary for the same pay period. The employee shall notify his Department Head of the scheduled jury duty in advance on a request for leave form as provided in Article 6, Section 3. Employees on the night shift shall receive jury duty leave for the night shift before the day of jury duty and the night commencing on the day of the jury duty. When an employee scheduled for jury duty discovers before the commencement of the shift for which the employee has been granted jury duty leave the employee may opt to work his/her regular shift and not receive jury duty leave, in which case the employee who was scheduled to work in lieu of the employee on jury duty leave shall be relieved of that shift. If the employee who was scheduled for jury duty leave discovers that he/she is relieved from jury duty prior to the commencement of the shift for which he/she is scheduled for jury duty leave and opts not to work, the shift for which he/she has been granted jury duty leave he/she must use other accrued paid leave for that such and his/her jury duty leave will be rescinded.

**SECTION 3. Funeral Leave.** All full time employees working an average of thirty-six (36) hours per week over a 52 week period are eligible for three (3) days special leave with pay for death in the immediate family of an employee or the immediate family of his/her spouse. "Immediate family" for the purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child, brother-in-law, sister-in-law, aunt, uncle and any relation who is domiciled in the employee's household. A day, for the purposes of this section, shall be defined as an eight hour period for full time employees. The eligible period to use Bereavement shall commence the day following the date of death and conclude seven (7) days after the date of death.

**SECTION 4. Military Leave.**

- A. A regular, full-time employee working an average of thirty-six (36) hours per week over a 52 week period, participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself from his Town duties while engaged in such required field training.

During this period, the employee shall be paid the difference, if any, between his regular and military salary. Military leave shall not exceed thirty (30) days in any calendar year. An employee participating in such reserve military training shall give his supervisor or Department Head sufficient advance notice on a request for leave form.

- B. Employees entering the military service of the United States shall be entitled to indefinite leave without pay.
- C. On return from military service, an employee shall be reinstated in his former job and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from military service or from hospitalization arising from such service.
- D. The Town will pay to the employee's retirement fund the employer's annual assessment.
- E. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reservists.

**SECTION 5. Training.** With approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to the Town. If two or more employees request such leave at the same time, and only one employee can be accommodated, the leave shall be granted on the basis of **a rotating** seniority.

**SECTION 6. Personal Leave.** All full time employees working an average of thirty-six (36) hours per week over a 52 week period or more shall be eligible for a leave of absence with pay for a maximum of twenty four (24) hours per year, non-cumulative for the purpose of attending family obligations or other personal business which necessitates his or her attendance. An employee shall apply to his/her supervisor on a request for leave form in accordance with the provisions of Article 6, Section 3.

**SECTION 7. Family Medical Leave.** An employee may be granted a leave of absence without pay, in accordance with the Town of Enfield Family Medical Leave Policy (attached as Appendix F).

**SECTION 8. Leave Without Pay.** When the interest of the Town can be benefited, the Town Manager may grant a leave of absence without pay to an employee. The employee's position shall remain vacant, or be filled by a temporary appointment, until the expiration of such leave. Such leave shall not exceed a total of two (2) months, unless extended by the Town Manager. Employees returning from leave without pay will be assigned a shift assignment by the EMS Director until the next shift bid.

**SECTION 9. Benefits While on Leave.** If an employee is either on an approved leave of absence without pay for more than ten (10) working days in any calendar month, or is absent without leave for one (1) or more days in any calendar month without securing subsequent authority for such leave, he shall not accrue vacation or sick leave for that month. Any holiday occurring in conjunction with absence without leave, or without pay shall be forfeited by the employee. For any employee who is granted a leave of absence without pay, except for Family Medical Leave under Section 7, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his or her insurance benefits be continued and submits the full premium costs (both the employee's and employer's share to be paid by the employee) for such benefits to the Town for the period of such absence in a manner prescribed by the Human Resources Department. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a worker's compensation leave until said employee returns to ~~regular work hours~~, **either at regular duty or light duty capacity.**

**SECTION 10. Absence Without Leave.** An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and will be subject to disciplinary action. Any employee who is absent from work for two (2) consecutive work days, or on two (2) separate occasions without notifying his or her Department Head of the reason for such absence or absences shall be considered to have resigned from the Town service and shall be terminated.

**ARTICLE 11**  
**HOURS OF WORK**

**SECTION 1.** The regular hours of work for all full time bargaining unit employees shall be, on average, thirty six (36) hours or more per week. Schedules of hours, as determined by the Director of EMS, will be posted and bid every four (4) months, in accordance with EMS General Procedures, as amended from time to time. Employees are required to provide their department with a current telephone number ~~and employees will be provided a communications device which they are expected to carry with them when on duty.~~ **that they can be contacted on both on and off duty.**

**SECTION 2.** The employer reserves the right to hold employees over at the end of their shift to ensure adequate staffing.

**SECTION 3.** Overtime assignments will be made in accordance with the EMS General Procedure 2.10, as amended from time to time.

**SECTION 4.** Other Schedules or exceptions to the normal work week and/or work day, including flexible hours, may be required depending on the needs of the department and Town.

**SECTION 4A.** The Town reserves the right to schedule special assignments such as tactical team assignments, bike patrols, etc. Selection for such assignments shall be made solely at the discretion of the EMS Director. Fitness qualifications for such assignment shall be made at the discretion of the Town.

**SECTION 5.** The service week is a period beginning at 0000hours Sunday and ending at 2359 hours the following Saturday.

**SECTION 6.** Employees will be required to punch in at the start and end of each shift.

**SECTION 7.** Shift swaps will be permitted pursuant to the EMS General Procedures, as amended from time to time.

**SECTION 8.** Employees working during the hours of midnight and 5am will not be assigned tasks in the station other than those necessary to maintain vehicles in a ready state. In the event that a task is assigned before midnight it must be completed even if that will require the employee to complete the task after midnight.

**ARTICLE 12**  
**COMPENSATION FOR OVERTIME WORK**

**SECTION 1. Payment for Overtime**

- A. Employees shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred so that the next immediate succeeding pay check includes such compensation:
  - a. At one and one-half (1 1/2) their regular rate of pay for any time that is more than forty (40) hours actually worked in one (1) week.

**SECTION 2. Approval and Computation of Overtime**

- A. Overtime shall be compensated only when such overtime worked has been properly authorized by the Director of EMS or his designee.
- B. For the purpose of computing overtime hours in excess of the basic work week, hours paid but not worked on holidays, vacation or personal leave shall not be counted as hours worked.
- C. When an employee is called in to work outside his/her regularly scheduled working hours and is eligible for overtime payment under Section 1 above, he or she shall be paid for all hours worked.

**SECTION 3. Use of Supplemental Staffing**

- A. The Town reserves the right to use supplemental staffing to fill staffing vacancies on ambulances in the event that no Enfield EMS Department member is available. Members include all supervisory staff, full time employees, **and** part-time employees ~~and Enfield EMS uniformed volunteers~~. The Town will continue to fill staffing vacancies in normally scheduled shifts in accordance with the EMS Department General Procedures.
- B. The Town may place additional ambulances (not normally scheduled in the bid process) in service at any time, staffed by **qualified fire or police department personnel**. ~~members of the fire services in Enfield. The number of shifts scheduled will be based on a historical analysis performed by the Director of EMS and will be made in accordance with EMS Department General~~

~~Procedures.~~ **These additional ambulances may be utilized during a town or state declared emergency, periods of excessively high call volume, or any other situation that is unusual and causes system strain, determined by the Chief of EMS or designee.**

- C. The Town may use fire or police service members as a third crew member on an ambulance whenever needed.
- D. The Town's ability to use mutual aid with any service provider, including the fire services of the Town, is not diminished by this agreement.

**ARTICLE 13**  
**EMERGENCY MEDICAL SERVICES RESPONSIBILITIES**

**SECTION 1.** The Town and the Union recognize that all of the positions in the IAEP Bargaining Unit, Local R1-717, NAGE, SEIU, are and have always been emergency medical responder positions. The Unit is obligated to ensure that its members, as emergency medical responders, actively support the efforts of the Town Administration to maintain essential Town services in times of emergency and, at such times, to work to minimize the critical hardship that may otherwise befall the Town's residents.

**ARTICLE 14**  
**WAGES AND CLASSIFICATIONS**

**SECTION 1.** The Classification and Salary Plan in effect prior to the application of the general wage increases set forth below is attached to this agreement as Appendix "A."

**SECTION 2.** WAGES FOR FISCAL YEAR ~~2012-2013~~ **2015-2016**. Effective and retroactive to July 1, ~~2012~~, **2015**, all rates of pay in effect on June 30, **2015** shall be increased by **two percent (2%)**. (Schedule attached as Appendix A).

**SECTION 3.** WAGES FOR FISCAL YEAR ~~2013-2014~~ **2016-2017**. Effective July 1, ~~2013~~, **2016** all rates of pay in effect on June 30, 2016 shall be increased by **two percent (2%)**. (Schedule attached as Appendix A).

**SECTION 4. WAGES FOR FISCAL YEAR ~~2014-2015~~ 2017-2018.** Effective July 1, ~~2014~~, 2017 all rates of pay in effect on June 30, 2018 shall be increased by two percent (2%). (Schedule attached as Appendix A).

**SECTION 5.** All employees will be paid through direct deposit and will furnish the Finance Department the necessary information to arrange for said deposit.

**SECTION 6.** Employees shall only be eligible for retroactive pay if they were employed by the Town on the effective date of the pay increase and at the time of ratification of this agreement by the Enfield Town Council.

**SECTION 7.** The Town may elect to switch to a two week payroll.

**SECTION 8.** Employee's will be chosen as Field Training Officer's (F.T.O.'s) at the discretion of the Director of EMS. While precepting new paramedics, training new employees during their first 48 work hours or precepting paramedic students from an approved training program, the F.T.O.'s will be paid .50 cents per hour in addition to their regular hourly wage.

**SECTION 9. Effective upon Union contract ratification and adoption by the Enfield Town Council, employees will be given credit for each full year of full time experience, up to 5 years, that they had before their employment with the town. Experience must be at the employee's current level, either EMT or Paramedic. For each year of credit, they will advance 1 step on their respective pay scale in Appendix A. This credit does not apply to seniority or any other benefit under the contract.**

## ARTICLE 15

### INSURANCE

**SECTION 1. Health Insurance.** The Town shall provide the following insurance programs for those full time employees and their eligible dependents who choose to enroll in such insurance programs. For the purpose of this Agreement a full time employee is one who works on average 36 hours per week or more over a 52 week period.

**The Town will provide the following High Deductible Health Care Plan with a Health Savings Account option for those qualified employees (and their eligible dependents) who enroll in such insurance program.**

**Effective July 1, 2016 the Town shall provide the following insurance program for those employees and their eligible dependents that choose to enroll in the High Deductible/Health Savings Account plan ("HSA plan"). The new plan may require precertification for certain in-patient and outpatient services.**

Full details of the group health insurance benefits outlined herein are available for your review in the Department of Human Resources.

In addition, the following terms apply:

The Town will fund fifty percent (50%) of the applicable HSA deductible amount. The full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15<sup>th</sup> of 2016.

Effective July 1, 2017 and every year thereafter, the full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15<sup>th</sup>.

Employees acknowledge that the Town's HSA contributions are not an element of the underlying health insurance plan, but rather relate to the manner in which the deductible shall be funded for active employees.

**SECTION 2. Employee Contributions Toward Insurance Program.**

~~Effective upon the ratification of this contract by the Enfield Town Council the employee premium contribution through payroll deduction for the benefits provided under section 3 shall be zero (0) percent for EMT's and five (5) percent for paramedics of the combined premium for the Blue Cross Century Preferred health and dental plans (See 15.3.A and B below).~~

~~A. Effective July 1, 2010 the employee premium contribution shall be five (5%) percent of the combined premium for the Blue Cross Century Preferred Plan and Dental Plan for EMT's and eight (8) percent of the combined premium for the Blue Cross Century Preferred Plan and Dental Plan for paramedics.~~

~~B. Effective June 30, 2012 the employee premium contribution shall be twelve and one half (12.5) percent of the combined premium for the Blue Cross Century Preferred Plan and Dental Plan.~~

**Effective July 1, 2015, bargaining unit members shall be required to contribute fifteen (15%) of the cost of his or her insurance coverage through payroll deductions.**

**Effective July 1, 2016, bargaining unit members shall be required to contribute fifteen (15%<sup>1</sup>) of the cost of his or her insurance coverage through payroll deductions.**

**Effective July 1, 2017, bargaining unit members shall be required to contribute fifteen**

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<sup>1</sup> This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 19.5%.

(15%<sup>2</sup>) of the cost of his or her insurance coverage through payroll deductions.

~~SECTION 3. The insurance programs covered under this section are:~~

~~A. The Blue Cross Century Preferred Plan with Managed Benefits:~~

- ~~1. In-network \$15.00 Home & Office Deductible, with unlimited maximum.~~
- ~~2. \$4.00 Co-pay prescription drug rider~~
- ~~3. In-network hospitalization with maternity rider and \$200 per admission deductible for inpatient hospital admission.~~
- ~~4. Out of Network \$200 individual/\$500 family deductible and 80%-20% co-pay on the first \$4,000 (individual) or \$10,000 (family) of allowable charges, 100% of allowable thereafter.~~

~~B. The Blue Cross Full Service Dental Program.~~

~~SECTION 4. HMO Option. In lieu of Blue Cross and Blue Shield Medical Insurance Plan, all full time employees in the bargaining unit are eligible to enroll in designated health maintenance organizations. The Town shall contribute toward the premium only the amount that is paid by the Town for the Blue Cross Century Preferred Plan and dental plan for the employee and dependents. Any and all additional costs for the HMO shall be paid for by the employee in the form of payroll deduction. The Town assumes no responsibility for the administration of the HMO plans nor for any aspect of its operation, including eligibility, cost, coverage or delivery of health services.~~

**SECTION 5.** Effective January 1, 2009 an employee who is covered under alternate health insurance that is not provided by the Town of Enfield or the Enfield Board of Education may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. An employee eligible for individual health and dental coverage under the Town's plan who waives same shall receive \$500; an individual eligible for health and dental coverage for 2 persons who waives same shall receive \$1,000; an individual eligible for health and dental coverage for more than 2 persons shall receive \$1,500. The employee must waive both health and dental insurance to be eligible for this benefit. This benefit will be paid to employees in the first pay period of

<sup>2</sup> This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 19.5%.

December annually. A pro rata amount will be paid to eligible employees based on the number of months, and level of coverage, in the calendar year that they have declined health insurance for themselves, their spouse and dependents.

**SECTION 6. Life Insurance.** The Town shall pay the full cost of group life insurance in the amount of \$50,000 for each employee. Retirees shall receive life insurance in the amount of \$3,000 paid by the Town.

**SECTION 7. Accidental Death and Dismemberment.** This insurance, in addition to the life insurance plan, is payable if an employee suffers any of the losses listed below as a result of and within ninety (90) days from the date of an accident occurring while insured as provided by the insurance contract then in force. The Town shall pay the full premium for such coverage. For loss of:

Life .....	\$30,000
Both Hands, Both Feet or Sight of Both Eyes.....	\$30,000
Any Combination of Foot, Hand or Sight of One Eye...	\$30,000
One Hand, One Foot or Sight of One Eye .....	\$15,000

**SECTION 9. Change of Carriers.** The Town may from time to time change the carriers for any of the insurance programs, provided that the benefits shall be equivalent or better than those currently provided.

**SECTION 10. Blue Cross 65/ Blue Shield 65 - Retired Employees.**

- A. Eligibility. Any employee who worked for the Town until at least age 55 and had 10 years of employment with the Town and who retired with benefits under the Pension Plan provided by Article 16 of this Agreement shall be eligible for BC/BS 65 upon attaining age 65.
- B. Enrollment. Employees enrolled in the Town's group Blue Cross/Blue Shield plans shall automatically be enrolled in the Town's BC/BS 65 Plan for retirees. Retirees not enrolled in the Town's group BC/BS plans shall apply for membership in the Town's BC/BS 65 Plan upon attaining age 65.
- C. Type of Plan and Benefits. The hospital and medical insurance plan shall be the Connecticut Blue Cross 65/ Blue Shield 65 Plan as prescribed by the Blue Cross/ Blue Shield contract in force.
- D. The Town shall pay the full Connecticut Blue Cross 65/ Blue Shield 65 premium of each subscribing retiree.

- E. Eligible Retirees, referenced in Art. 15.9.A, shall be able to purchase Blue Cross/ Blue Shield 65 coverage for their spouses at the Town's group rate. Early retirees shall be able to continue coverage for themselves and dependents provided that they pay the COBRA rate for such coverage in a timely manner.

**ARTICLE 16**  
**PENSION**

**SECTION 1.** Employees are provided with retirement benefits under the Town of Enfield Pension Plan. Any changes made in the Plan which would decrease the benefits available to the employees or increase the rate of contribution by employees shall be done only through collective bargaining. A copy of the Pension Plan shall be provided to the Union.

**SECTION 2.** Employees shall be provided with an annual statement reflecting their current retirement status.

**SECTION 3.** All employees must join the Town pension plan once they become eligible for said plan and they must remain participants of the plan while employed by the Town.

**ARTICLE 17**  
**SENIORITY**

**SECTION 1.** Seniority shall be defined as an employee's length of continuous service with the Town since the most recent date of hire. Seniority of employees hired on the same day shall be determined by their pre-employment written test score. The Director of EMS shall establish a seniority list, post same on the intranet, and update it prior to each bid. Any objection to the accuracy of the list must be raised by the Union within ten (10) days of the update of the list.

**SECTION 2.** An employee's total seniority will be diminished by one-half any/each time an employee upgrades classification (EMT to paramedic) or any/each time they change status from part-time to full-time.

Employees who change status for the purposes of pursuing EMS related education shall not have their seniority reduced.

**SECTION 3.** The first seniority list under this contract will be the seniority list in existence at the time of the signing of the contract. All seniority balances in effect at that time will be carried forward. These balances will only be subject to Section 2 above after the signing of the contract.

## **ARTICLE 18** **PROBATIONARY PERIOD**

**SECTION 1. Purpose.** The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee whose performance does not meet the required work standards.

**SECTION 2. Duration of the Probationary Period.** All new employees shall be required to complete successfully a working test during a probationary period as follows:

- A. Employees shall serve a probationary period of nine (9) months for original appointments. Employees promoted from EMT to paramedic will serve a six (6) month probationary period, **which will begin once Medical Control is granted.** ~~Failure to successfully complete a promotional probationary period will result in the employee being returned to the lower classification (EMT) in the same status that they were in prior to promotion (i.e. full time or part time).~~ **Employees that fail to successfully complete their promotional probationary period may be returned to the lower classification (EMT), unless there is just cause for the employee's dismissal. If the employee was a full-time EMT prior to the promotion, said employee may return to that position. If no position is available, the Chief will designate him/her to a part-time EMT position until a full time position becomes vacant.**
- B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Human Resources Director upon request of the Director of EMS. In the event that the Human Resources Director extends an employee's probationary period he shall notify the employee and the Union in writing of same.

**SECTION 3. Interruption of the Probationary Period.** No leave from service during the probationary period, with or without pay, shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Human Resources Director.

**SECTION 4. Dismissal During Probationary Period For New Hires.** At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his actions and reasons therefore. No appeal is allowable from dismissal during the probationary period.

**ARTICLE 19**  
**LAYOFF PROCEDURE**

**SECTION 1. Layoff Permitted.** An appointing authority, with the approval of the Town Manager, may layoff an employee whenever it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties of the organization, or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.

**SECTION 2. Layoff Procedure.** In the event of a layoff, an affected employee shall receive three (3) weeks written advance notice.

**SECTION 3. Order of Layoff.** In the event of layoffs within a particular classification and status, employees in that classification and status shall be laid off in reverse order of seniority with probationary employees subject to layoff first. In lieu of layoff, an affected employee may elect to displace the least senior employee in any equal or lower classification in the bargaining unit, regardless of status, for which the employee meets the requirements of the position.

**SECTION 4. Recall.** Employees who are laid off shall have recall rights for a period of one (1) year and six (6) months from the date of layoff and only to the classification and status from which the employee was laid off. The most senior employee in the classification and status laid off shall be the first employee called back provided he is presently qualified to perform the work and meets all job requirements in the job classification to which he is recalled without further training beyond orientation. Employees shall have two (2) weeks from the date the Town sends a notice of recall to the employee at his last known address, via certified mail, to return to the job.

**Employees returning from lay off status shall have their seniority, benefits accrual rate, and rate of pay restored, including any contractual raises that were issued during the layoff to levels he/she had prior to the lay off. There will be no retroactivity in compensation for employees returning from a lay off.**

~~**SECTION 5.** The employer agrees that it will not layoff members of the bargaining unit during the period of time between the ratification of this contract by the Enfield Town Council and June 30, 2010.~~

## **ARTICLE 20**

### **VACANT POSITIONS**

**SECTION 1.** When the Town determines that a vacancy or new position within the bargaining unit shall be filled, the vacancy or new position shall be “posted” for a period of ten (10) calendar days and filled within a reasonable time thereafter. The posting of this position shall be done via email to each member of the bargaining unit and each member shall have ten (10) calendar days from the date the email posting is sent to reply via email if they wish to bid on the vacancy or new position.

**SECTION 2.** Seniority shall be a factor after the Town has assessed the skills and abilities of the bargaining unit candidates and when the skills and abilities of such bargaining unit candidates have been deemed by the Town to be equal. When such is the case, the Town shall appoint the most senior employee to the vacancy or new position.

## **ARTICLE 21**

### **SAFETY AND HEALTH**

**SECTION 1.** The Town Agrees to provide a safe work environment for all employees.

**SECTION 2.** A joint safety committee shall be formed by the Town and the Union and said committee shall meet to review and recommend safety and health conditions. The Union shall designate one member to represent the Union on the safety committee and the Town shall endeavor to relieve said member from duty to attend said meetings.

**SECTION 3.** The Town shall provide, free of charge to the employee, medical injections for immunizations from the common and contagious diseases during the period of time generally recommended by the medical community and any immunizations required by law for EMS employees. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.

**SECTION 4.** Smoking shall be prohibited in the workplace and in any Town vehicle. In addition employees are prohibited from smoking during any phase of any call, while engaged in any drill and/or training; or while dealing with the public. Employees who smoke in designated areas shall clean up all smoking by-products after use.

**ARTICLE 22**  
**NONDISCRIMINATION**

**SECTION 1.** Neither the Town nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, physical or mental disability, union activity or political activity, or any other non-job related characteristic. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

**ARTICLE 23**  
**NO STRIKE - NO LOCKOUT**

**SECTION 1. No Strike.** The Union, its officers, agents or employees agree that they will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slowdown, or any other concerted stoppage of work. Employees who are not on duty maintain their right of freedom of expression provided there is no breach of this Section.

**SECTION 2. No Lockout.** The Town will not instigate a lockout over a dispute with the Unit so long as there is no breach of Section 1 of this Article.

**ARTICLE 24**  
**MISCELLANEOUS**

**SECTION 1. Evaluations.** Employees shall be given a copy of their annual evaluation form at the time they are required to sign it.

**SECTION 2. Copies of Agreement.** The Town will post a copy of this Agreement on the intranet within thirty (30) days after the effective date of this Agreement. New employees will be informed of the intranet posting at the time of hire.

**SECTION 3. Deferred Compensation Plan.** The Town shall continue established procedures for enrolling members of the bargaining unit in the deferred compensation plan(s). Participation in this plan shall be at the discretion of each individual employee.

**SECTION 4. Tuition Reimbursement.** Employees with six (6) months of continuous service may apply for an educational refund for a course or seminar for a certificate or toward a degree at an accredited college.

- A. The employee must submit to the Director of EMS for his approval (prior to the commencement of the course) a description of the course to be taken and a degree to which the course is credited, if applicable. This application must then be submitted to the Human Resources Director and Town Manager for approval.
- B. The Human Resources Director or Town Manager has the prerogative to approve or disapprove such application depending on the nature of the course taken and the degree which is being matriculated for, and its relevancy to the employee's position in the Town.
- C. When the application is approved, the employee will be reimbursed eighty (80) percent of tuition cost up to \$400.00 (not including books) sixty (60) days after the submission of passing grades. The maximum allowance per year will be \$800.00 per employee.
- D. The Town reserves the right to limit the education refund program based on availability of funds.

**SECTION 5. Professional Fees and Licenses.** All employees must maintain their required certifications at all times. All employees must successfully complete all training assigned by the Director of EMS. The Town agrees to provide the following training on duty time: ACLS, PALS, CPR, and the EMT refresher course at no cost to the employee. The town further agrees to reimburse each paramedic \$ 100.00 towards the annual state license renewal fee.

**ARTICLE 25**  
**SAVINGS CLAUSE**

**SECTION 1.** Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Connecticut State Board of Labor Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

**SECTION 2.** This contract represents complete collective bargaining and full agreement between the parties as to rates of pay, wages, hours of employment, benefits, pensions, or other conditions of employment which shall prevail during the term of this agreement.

**ARTICLE 26**  
**FSA AND CHET PLANS**

**SECTION 1.** The Town's flexible spending account and section 125 plan will be made available to the employees per the Agreement between the Town and the carrier. The monthly participant costs and annual fees, if any, for this plan shall be borne by the employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this agreement.

**SECTION 2.** The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust fund for all employees who wish to contribute to this fund.

**ARTICLE 27**  
**SUBSTANCE ABUSE TESTING**

**SECTION 1.** The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all employees and to protect the public;
- B. To insure the reputation of the Town of Enfield EMS Department and its paramedics and EMT's as good, responsible citizens worthy of the public trust;
- C. To reduce the incidents of accidental injury to person or property;
- D. To reduce absenteeism, tardiness and indifferent job performance; and
- E. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

**SECTION 2.** Definitions

- A. Alcohol or alcoholic beverage-means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed drug-means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal drug - means any drug or controlled substance, the sale, possession or consumption of which is illegal.
- E. Supervisor-means any Supervisor or the Director of EMS or his designee.

**SECTION 3.** Basis for testing

- A. Random drug testing-the Director of EMS shall determine the number of employees to be tested on an annual basis. Not more than 25% of employees shall be randomly selected per test. An independent testing agency shall select employees to be tested by a computer generated process not more than four times per year.
- B. Reasonable suspicion testing - an employee may be required to undergo testing based on "reasonable suspicion". Reasonable suspicion shall mean when objective facts and observations are brought to the attention of a supervisor, based on the reliability and weight of such information, such that the supervisor can reasonably infer that, or suspect that, the employee is using illegal drugs, is abusing prescribed drugs, or is reporting for duty (or on duty) under the influence of alcohol or drugs. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: the appearance, speech, behavior, body odors, of the employee; reports and observations of the employee's

drug related activities, such as purchase, sale or possession of illegal drugs; association with known illegal drug dealers or users; observation of the employee at known illegal drug or suspected illegal drug related locations; an otherwise unexplained change in the employee's behavior or work performance; an observed impairment of the employee's ability to perform his or her duties.

If the employee is ordered to undergo a reasonable suspicion drug and/or alcohol test he shall be given a brief verbal statement of the basis for the reasonable suspicion. A verbal directive to submit to such test shall be confirmed in writing, but the testing shall not be delayed pending the issuance of the written directive.

**SECTION 4.** Testing procedures - Testing shall be performed by a licensed laboratory or third party administrator who is trained and/or certified to perform testing. Testing will be done with due regard for chain of custody and for the employee's right to privacy, subject to standard testing protocols to insure a valid sample.

Testing for alcohol shall be by breathalyzer and, if positive, there shall be a re-confirming test after fifteen minutes. Testing for drugs shall be by urine testing.

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty eight hours of receiving notification of such result, request in writing to the Director of EMS that the second part of the sample be made available for re-testing at a licensed laboratory of the employee's choosing. The second part of that sample shall be transferred to that laboratory in such a manner as to insure the proper chain of custody. The second test performed at the employees' request, shall be at the employee's expense. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the employee for the cost of the second test.

**SECTION 5.** Interference with or refusal to submit to testing - any alteration, switching, substituting or tampering with a sample or test given under this policy by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include discharge. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this policy, or to cooperate in providing information needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include discharge.

**SECTION 6.** Rehabilitation - the opportunity for rehabilitation shall be granted once for any employee who:

- A. voluntarily admits to alcohol or drug abuse prior to testing, or
- B. tests positive for alcohol or abuse of legally prescribed drugs for the first time.

The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent that it is not covered by the employee's health insurance. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs and/or alcohol for a period of 36 months (up to 48 months if recommended by the Substance Abuse Professional) after his return to duty. The frequency of this testing will be at the discretion of the Director of EMS. This testing is in addition to random testing which the employee will continue to be subject to. If after screening, the employee tests positive, he will immediately be suspended without pay and will be subject to discharge.

Nothing in this policy shall preclude disciplinary action against an employee who is involved in any drug/alcohol related misconduct.

**SECTION 7.** Consequences of a positive test - the consequence of a positive test shall be as follows:

- A. For use of an illegal drug or for use of a drug prescribed to someone other than the employee - discharge.
- B. For abuse of a legally prescribed drug to the employee - first offense, 30 day suspension. Subsequent offense, discharge.
- C. For alcohol (at the level of .04 or greater) - first offense, 30 day suspension. Subsequent offense, discharge.

**ARTICLE 28**  
**DURATION**

**SECTION 1.** This contract shall be in full force and effect through June 30, ~~2015~~ **2018** and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. All changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

**SECTION 2.** Between the first day of January and the first day of February ~~2015~~, **2018** either party may notify the other party if it wishes to amend or modify the contract as of July 1, ~~2015~~, **2018**. Within thirty (30) days of

such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

**SECTION 3.** Benefits provided under this agreement, other than wages, shall be effective on the date the contract is signed by the parties.

**TOWN OF ENFIELD**

**LOCAL R1-717, IAEP**

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPENDIX A**

<b>Emergency Medical Technician</b>			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
7/1/2015	Probationary Rate		15.68	15.99	16.31	16.64	16.98
7/1/2015	Employee Rate	(2%)	15.99	16.31	16.64	16.97	17.32
7/1/2016	Probationary Rate		15.99	16.31	16.64	16.97	17.32
7/1/2016	Employee Rate	(2%)	16.31	16.64	16.97	17.31	17.67
7/1/2017	Probationary Rate		16.31	16.64	16.97	17.31	17.67
7/1/2017	Employee Rate	(2%)	16.64	16.97	17.31	17.66	18.02
<b>Paramedic</b>			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
7/1/2015	Precepting Rate		19.25	19.25	19.25	19.25	19.25
7/1/2015	Probationary Rate		21.72	22.15	22.59	23.04	23.53
7/1/2015	Employee Rate	(2%)	22.15	22.59	23.04	23.50	24.00
7/1/2016	Precepting Rate		19.50	19.50	19.50	19.50	19.50
7/1/2016	Probationary Rate		22.15	22.59	23.04	23.50	24.00
7/1/2016	Employee Rate	(2%)	22.60	23.04	23.50	23.97	24.48
7/1/2017	Precepting Rate		19.75	19.75	19.75	19.75	19.75
7/1/2017	Probationary Rate		22.60	23.04	23.50	23.97	24.48
7/1/2017	Employee Rate	(2%)	23.05	23.51	23.97	24.45	24.97

~~APPENDIX B~~

~~PPO Plan~~

~~Dental Plan~~

~~Pharmacy Plan~~

~~(See attached PDF)~~

~~APPENDIX C~~

~~HMO Plan~~

~~(See attached PDF)~~

~~APPENDIX D~~

~~High Deductible Plan~~

~~(See attached PDF)~~

**APPENDIX # B**

**TOWN OF ENFIELD**

**FAMILY/MEDICAL LEAVE POLICY**

<b>ISSUES</b>	<b>PERSONAL SERIOUS HEALTH CONDITION</b>	<b>BIRTH, ADOPTION OR FOSTER CARE</b>	<b>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</b>
<b>Employment Eligibility</b>	Employed at least 12 Months and work at least 1250 hours during the fiscal year.	Same.	Same
<b>Effective Date</b>	August 5, 1993 for non-bargaining unit employees; February 5, 1994 for union members.	Same.	Same
<b>Who qualifies?</b>	Employees who meet eligibility criteria above.	An employee who is either the father or the mother can take family leave for the birth, placement for adoption or foster care of a child. See 825.112, Family Medical Leave Act for qualifying circumstances under which family leave may be taken for adoption or foster care.  Eligibility for leave expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	An employee who has a biological child, adopted child, foster child, step-child, legal ward or a child under 18 for whom the employee stands in loco parentis.  An employee who has a child (defined above) age 18 or older who is incapable of self-care due to mental or physical disability.  An employee who has a biological parent, former legal guardian, or someone who raised the employee in place of a parent.  An employee who has a spouse as legal husband or wife.
<b>Serious Health Condition Defined</b>	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or  Continuing treatment by a health care provider.  Excludes short term conditions for which	Not applicable.	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or  Continuing treatment by a health care provider.  Excludes short term conditions for which

<b>ISSUES</b>	<b>PERSONAL SERIOUS HEALTH CONDITION</b>	<b>BIRTH, ADOPTION OR FOSTER CARE</b>	<b>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</b>
	<p>treatment and recovery are brief such as illness lasting a few days.</p> <p>Pregnancy/Maternity Leave taken shall count toward FMLA leave.</p>		<p>treatment and recovery are brief such as illness lasting a few days.</p> <p>Pregnancy/Maternity Leave taken shall count toward FMLA leave.</p>
<b>ISSUES</b>	<b>PERSONAL SERIOUS HEALTH CONDITION</b>	<b>BIRTH, ADOPTION OR FOSTER CARE</b>	<b>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</b>
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same.	Same.
Provisions if Both Spouses Work For the Town	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if both employees work in the same department then the leave cannot be taken on the same scheduled work days.	2 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department, then the leave cannot be taken on the same scheduled work days, except for the serious health condition of the spouse.
Restoration to Position	<p>Must be restored to the same position held prior to the leave; or</p> <p>To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment.</p> <p>An employee has no greater right to</p>	Same.	Same.

<b>ISSUES</b>	<b>PERSONAL SERIOUS HEALTH CONDITION</b>	<b>BIRTH, ADOPTION OR FOSTER CARE</b>	<b>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</b>
	reinstatement or to benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.		
<b>Notification</b>	Employee must provide 30 days notice when need for leave is foreseeable. Otherwise notice must be given as soon as practicable.	Same.	Same.
<b>Medical Certification</b>	Certification for illnesses shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of the job, and medical reasons for any intermittent or reduced leave requests (if applicable).	Not applicable.	Certification for illness shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for any intermittent or reduced leave requests.
<b>Second and Third Opinions</b>	The Town may request and pay for a second opinion from a physician of the Town's choice.  Either the employee or the Town may request a third opinion if the first two opinions conflict. A third opinion shall be paid for by the Town and both the Town and the Employee must agree on the provider. The decision of the third opinion is final.	Not applicable.	The Town may request and pay for a second opinion from a physician of the Town's choice.  Either the employee or the Town may request a third opinion. A third opinion shall be paid for by the Town and both the Town and the employee must agree on the provider. The decision of the third opinion is final.
<b>Certification for Return to Work</b>	Certification of fitness for duty may be required of all employees taking FMLA leave.	Certification of fitness for duty may be required of all employees taking FMLA leave.	Not applicable.

<b>ISSUES</b>	<b>PERSONAL SERIOUS HEALTH CONDITION</b>	<b>BIRTH, ADOPTION OR FOSTER CARE</b>	<b>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</b>
<p><b>Relationship to Paid Leave</b></p>	<p>Employee may utilize accrued sick leave, then may request unpaid leave for the duration of the FMLA leave.</p> <p>The employee may substitute accrued vacation leave in place of all or part of the unpaid leave, if s/he so desires.</p>	<p>If the employee is the birth mother, accrued sick leave must be utilized first for the period of disability. After the disability, the employee may request unpaid leave for the remainder of the FMLA leave for the care of the child. Accrued vacation time can also be used in lieu of all or part of the unpaid leave if the employee so desires.</p> <p>If the employee is not the birth mother, s/he may request unpaid leave or use accrued vacation time in lieu of all or part of the unpaid leave for the duration of the FMLA leave.</p>	<p>Employees may use up to 15 family sick days, then may request unpaid leave or the accrued vacation time in lieu of all or part of the unpaid leave, for the duration of the FMLA leave.</p>
<p><b>Sick Leave and Vacation Leave Accruals</b></p>	<p>Sick and vacation leave shall not accrue for any full calendar month in which the employee is not in a regular paid status. Sick and vacation time will accrue during the employee's use of paid sick leave and/or paid vacation leave for any portion of FMLA leave.</p>	<p>Same.</p>	<p>Same.</p>
<p><b>Maintenance of Medical, Dental and Life Insurance Benefits</b></p>	<p>The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee make the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall</p>	<p>Same.</p>	<p>Same.</p>

<b>ISSUES</b>	<b>PERSONAL SERIOUS HEALTH CONDITION</b>	<b>BIRTH, ADOPTION OR FOSTER CARE</b>	<b>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</b>
	<p>be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will remain in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work.</p>		
<b>Miscellaneous</b>	<p>All requests for FMLA leave must be documented including whether or not the leave was granted and reasons for the denial where that is the case.</p> <p>The Family Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions.</p> <p>The 12 month period for FMLA purposes will coincide with the Town's fiscal year (July 1-June 30). Each employee shall be allowed a combined total of 12 weeks of FMLA leave per year (except when both spouse work for the Town as described above).</p> <p>Medical information and documentation shall be treated as confidential medical records and shall be kept in a confidential file separate from the employee's personnel file.</p> <p>The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.</p>		
<b>Date of Adoption</b>	<p>The above provisions were agreed to by the parties on _____</p>		



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# TOWN OF ENFIELD

June 20, 2016

Honorable Member  
Enfield Town Council  
Enfield, Connecticut

**Subject: Resolution Authorizing the Town Manager to Submit 2016 Neighborhood Assistance Act Proposal Application from the Hazardville Institute Conservancy.**

Councilors:

**Background**

- The Neighborhood Assistance Act (NAA) is a State program which allows non-profit organizations and government agencies to solicit private sector enterprises for donations to support specific community service projects. In return, those businesses can claim a State business tax credit.
- The Hazardville Institute Conservancy, Inc. submitted an application for approval to the Enfield Town Council.
- Because the proposal was deemed acceptable to the Enfield Town Council within the guidelines for proposed programs under the "Neighborhood Assistance Act," we are requesting that the Enfield Town Manager be authorized to submit the application to the State department of Revenue.

**Budget Impact:**

None

**Recommendation:**

For Council to approve the attached resolution.

Respectfully Submitted,

Bryan R.H. Chodkowski  
Town Manager

**Attachments:**

1. Resolution

**ENFIELD TOWN COUNCIL**

**2016 Connecticut Neighborhood Assistance Act (NAA)  
Program Proposal**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS,** a public hearing was held on June 6, 2016 to allow interested citizens an opportunity to express their opinion regarding which programs shall be included on the Town of Enfield's Application under the provisions of the "Neighborhood Assistance Act;" and

**WHEREAS,** a proposal was submitted by The Hazardville Institute Conservancy Society; and

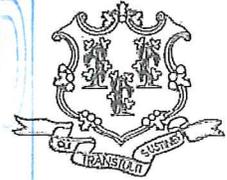
**WHEREAS,** the following proposal is acceptable to the Enfield Town Council within the guidelines for proposed programs under the "Neighborhood Assistance Act":

Energy Conservation Improvements: Interior Storms and Windows,  
Insulation, Heating and Cooling,

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Town of Enfield's 2016 proposed program application submitted to the State of Connecticut Department of Revenue under the provision of the "Neighborhood Assistance Act" shall consist of the proposal identified in the preceding paragraph.
2. The Enfield Town Manager is hereby authorized to submit this application to the State Department of Revenue, and to approve any donations received as a result of this application.

Date Prepared: June 15, 2016



Municipality: Enfield

**Form NAA-01**  
**2016 Connecticut Neighborhood Assistance Act (NAA)**  
**Program Proposal**

Complete this form in blue or black ink only.

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

**Part I — General Information**

Name of tax exempt organization/municipal agency: \_\_\_\_\_  
Hazardville Institute Conservancy Society, Inc.

Address: P.O. Box 406, Enfield, CT 06082

Federal Employer Identification Number: 06-162097

Program title: Energy Conservation Improvements: Interior Storms & Windows, Insulation, Heating & Cooling

Name of contact person: Gretchen Pfeifer-Hall

Telephone number: (960) 212-0779

Email address: gretchenph@snet.net

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 88,500.00

Credit percentage for which your organization is applying:

60%       100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes       No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for disabled persons;
- Program serving low-income persons;
- Energy conservation;
- Child care services;
- Open space acquisition fund; **or**
- Other: Specify \_\_\_\_\_

## Part II — Program Information

Description of program: \_\_\_\_\_

As a continuing effort for the adaptive re-use of the historic Hazardville Institute building, the Conservancy plans to install interior storm windows, period appropriate energy efficient windows in the rear stair/elevator addition, insulation in the exterior walls and ceilings, complete the installation of a new heating and cooling system which includes ductwork-radiators-condensers.

Need for program: \_\_\_\_\_

The development of the building, which will include public meeting space, permanent historic displays and business rental space, must be done in a way that minimizes on-going expenses. The addition of appropriate storm windows will ensure compliance with the Secretary of the Interior's Standards for Rehabilitation.

Neighborhood area to be served: \_\_\_\_\_  
Enfield and North Central Connecticut

Total number of recipients: 5,000

### Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Gretchen Pfeifer-Hall

Address: 4 Somers Road, Enfield, CT 06082

Duties and responsibilities: 2016-2017 President

2. Name: Richard Szewczak

Address: 35 South Road, Enfield, CT 06082

Duties and responsibilities: Director and Chair, Building Sub-Committee

**Timetable:**

Program start date: 12-15-2016

Program completion date: 12-15-2018

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving \$25,000 or more in NAA funding.

Month your annual accounting period ends: December

Method of accounting:  Cash  Accrual

**Part III — Financial Information**

**Program Budget:**

Complete in full. Expenditures must equal or exceed total funding.

**Sources of Revenue:**

NAA funds requested	<u>\$88,500.00</u>
Other funding sources - itemized sources:	
a) Organization	<u>\$9,000.00</u>
b)	<u>                    </u>
c)	<u>                    </u>
d)	<u>                    </u>
<b>Total Funding:</b>	<u><u>\$97,500.00</u></u>

**Proposed Program Expenditures:**

Direct operating expenses - itemized description:	
a) Materials and Installation	<u>\$95,000.00</u>
b)	<u>                    </u>
c)	<u>                    </u>
d)	<u>                    </u>
Administrative expenses:	
Professional fund-raising fees	<u>\$2,500.00</u>
Accounting/legal & other expenses - itemized:	
a)	<u>                    </u>
b)	<u>                    </u>
c)	<u>                    </u>
d)	<u>                    </u>
<b>Total Proposed Expenditures:</b>	<u><u>\$97,500.00</u></u>

**Part IV — Municipal Information**

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ _____
Mailing address: _____ _____
Name of municipal liaison: _____
Telephone number: _____
Fax number: _____
Email address: _____

<p style="text-align: center;"><b>Post-Project Review</b></p> <p style="text-align: center;">Is a post-project review required for this proposal?</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p style="text-align: center;">If <b>Yes</b>, date post-project review due:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>
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# 2016 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2016 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. Direct inquiries to Department of Revenue Services (DRS), Neighborhood Assistance Act Program, Attn: Research Unit, 25 Sigourney St Ste 2, Hartford CT 06106, or call **860-297-5687**.

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## Part I General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

**Program Title:** Assign a unique program title to each program for which your organization is making an application.

**Federal Form 990:** Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

## Part II Program Information

**Description of Program:** Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

**Need for Program:** Demonstrate a need for this program. For example, provide relevant statistics.

**Neighborhood Area to Be Served:** Describe the neighborhood or municipality this program will serve.

**Total Number of Recipients:** Provide an estimate of the number of recipients this program will serve.

**Administration of Program:** Identify the name and address of every person or organization involved in the implementation and administration of this program. Use additional sheets if necessary.

**Timetable:** Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

## Part III Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

**Sources of Revenue:** The budget must include the requested NAA funding and any other anticipated revenue sources.

**NAA Funding Requested:** Indicate the total amount your organization is requesting for its program. This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

**Other Funding Sources:** Provide a detailed description(s) and the amount(s) of all funding sources.

**Proposed Program Expenditures:** The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

**Direct Operating Expenses:** Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

## Part IV Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

**Municipal Liaison:** The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

**Post-Project Review:** Any program receiving \$25,000 or more in NAA funding is required to provide a post-project review, prepared by a certified public accounting firm, to the municipality overseeing the program. This review must be submitted to the municipality no later than three months after the program completion date.

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2015

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Do not enter social security numbers on this form as it may be made public. Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2015 calendar year, or tax year beginning and ending
B Check if applicable: Address change, Name change, Initial return, Final return/terminated, Amended return, Application pending
C Name of organization: HAZARDVILLE INSTITUTE CONSERVANCY SOCIETY, INC. C/O R. ALSBAUGH, SECR.
D Employer identification number: 06-1620974
E Telephone number: 860-749-6594
G Gross receipts \$: 3,262.
H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
I Tax-exempt status: 501(c)(3)
J Website: N/A
K Form of organization: Corporation
L Year of formation: 1979
M State of legal domicile: CT

Part I Summary
Table with columns: Activities & Governance, Revenue, Expenses, Net Assets or Fund Balances. Rows include: 1 Briefly describe the organization's mission... 2 Check this box... 3 Number of voting members... 4 Number of independent voting members... 5 Total number of individuals employed... 6 Total number of volunteers... 7a Total unrelated business revenue... 7b Net unrelated business taxable income... 8 Contributions and grants... 9 Program service revenue... 10 Investment income... 11 Other revenue... 12 Total revenue... 13 Grants and similar amounts paid... 14 Benefits paid to or for members... 15 Salaries, other compensation... 16a Professional fundraising fees... 16b Total fundraising expenses... 17 Other expenses... 18 Total expenses... 19 Revenue less expenses... 20 Total assets... 21 Total liabilities... 22 Net assets or fund balances.

Part II Signature Block
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.
Sign Here: Signature of officer: LLOYD HALL, TREASURER
Date:
Print/Type preparer's name: LUCIEN P. BOLDUC
Preparer's signature:
Date:
Check if self-employed:
PTIN: P00094524
Firm's name: MERCIK & BOLDUC, LLC
Firm's EIN: 06-1119677
Firm's address: 585 HAZARD AVENUE, ENFIELD, CT 06082-4241
Phone no.: 860-763-2351

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No
532001 12-16-15 LHA For Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2015)

**Town of Enfield**

**Application for Vacancy on Boards, Agencies & Commissions**

Date: 06/15/2016  
 Name: Kevin G. Mooney  
 Address: 38 Sandpiper Road  
 Telephone No. (Home): 860-539-6237 (Work):  
 Occupation: Financial Services Representative E-Mail: Kmooney328@sbcglobal.net  
 Registered Voter:  Yes  No Party Affiliation: Republican

Board, Commission or Agency Interested in: Greater Hartford Transit District  
 New Appointment  Reappointment

Please outline your qualifications and how you feel you would contribute to the committee or commission:  
 I have been on the board for six years and am passionate about mass transit and specifically working on the New Haven-Springfield commuter line.

Have you ever served on a Board, Commission or Agency in Enfield or elsewhere?  Yes  No

If so, please state name of Board, Commission or Agency and time served:  
 Greater Hartford Transit District. Six years

If this is a reappointment, please list the number of meetings attended during the last 12 months: 8

If the committee or commission which you requested has no more vacancies, would you consider appointment to another committee or commission?  Yes  No