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TOWN OF ENFIELD



CODE OF ETHICS

AND

PERSONNEL RULES & PROCEDURES

APPROVED:


MATTHEW COPPLER, TOWN MANAGER

FILED BY:


SUZANNE OLECHNICKI, TOWN CLERK

DATE FILED:

June 23, 2014

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CODE OF ETHICS AND ETHICS COMMISSION

Sec. 2-7 Declaration of Policy and Purpose.

(a) The proper operation of the municipal government of the Town of Enfield requires that all public officials and municipal employees, whether elected or appointed paid or unpaid, shall be impartial and responsive to the public interest; that public office and employment should not be used for personal gain or advantage; and that the public have confidence in the integrity of municipal government. Public office is a trust conferred by public authority for a public purpose. Public officials and municipal employees should not place themselves in positions where private interests conflict with public duty. The administration of legislative or quasijudicial power demands the highest public confidence. Anything which tends to weaken such confidence and to undermine the sense of security of individual rights which the citizen is entitled to feel is against public policy.

(b) In recognition of these principles and pursuant to Sections 7-148(c)(10)(B) and 7-148h of the Connecticut General Statutes there is hereby established a code of ethics for all public officials and employees, paid or unpaid, of the Town of Enfield.

Sec. 2-8 Establishment of ethics commission.

In accordance with the provisions of Section 7-148h of the Connecticut General Statutes there is hereby created an ethics commission. This commission is empowered to investigate allegations of unethical conduct, corrupting influence, illegal activities or other behavior that would reflect adversely against the Town of Enfield levied against any municipal official, officer or employee. Allegations of criminal misconduct or violations of the state penal code will be referred to the police department or state attorney's office upon receipt by the commission. This commission may issue subpoenas or subpoenas duces tecum, enforceable upon application to the superior court, to compel the attendance of persons at hearings and the production of books, documents, records and papers.

The commission shall be comprised of seven (7) resident electors, none of whom shall serve the Town in any other capacity, either as an elected or appointed member to a commission or board or be town employees or members will be designated as alternates by the town council. All members shall be appointed by majority vote of the town council. Of the five (5) regular members, no more than two (2) shall be of the same political party. Of the five (5) members initially appointed, three (3) shall be appointed for a term of two (2) years and two (2) for a term of one year. All subsequent appointments to the board shall be for a term of two (2) years. Any regular member having served three (3) consecutive two-year terms shall be ineligible for reappointment to the board for a period of two (2) years. For individuals filling a vacancy, consecutive years of service shall commence with the beginning of the next appointment term. The two (2) alternate members may fully participate in all hearings and discussions but may not vote unless a regular member steps aside or is not present at the time of the vote. No more than five (5) members shall ever vote on any decision of the commission and, to be eligible to vote, the members must have been in attendance at all meetings at which relevant testimony was presented. A person will not be disqualified from serving on the commission if he has a member of his immediate family employed by the town or the Enfield Board of Education; however, if an accused person is a family member or family member's supervisor or employed in the same department as a member of his family the commission member will be disqualified from voting and participating in the probable cause and formal hearing process on that particular matter. No member of the commission shall (1) hold or seek any public office or any office in a political party or political committee or be a paid lobbyist or salaried employee of any organization or association organized primarily for the purpose of influencing legislation or decisions of public agencies; and (2) shall (he) not have been so employed or engaged for a one year period prior to appointment.

Sec. 2-8.1. Adoption of rules of procedure.

The commission shall adopt rules of procedure and regulations which it deems necessary to carry out the intent of this ordinance and the same and any amendments thereto shall be filed in the office of the Town

Clerk and be available for public inspection. The discussions of the commission held in executive session are to be confidential. The minutes of the commission are public information and will be made available to the public through the Town Clerk's office.

Sec 2-8.2. Procedure for receiving and hearing complaints.

(a) The commission shall receive complaints from any person of any alleged violation of the code of ethics. Any complaint received by the commission must be in writing on a form prescribed by the commission and signed under oath by the individual making said complaint before:

- (1) A judge of a court of record;
- (2) A clerk or deputy clerk of a court having a seal;
- (3) A commissioner of deeds or town clerk;
- (4) A notary public;
- (5) A justice of the peace; or
- (6) An attorney admitted to the bar of this state.

If the person makes a false statement, he shall be subject to fines of up to one thousand dollars (\$1,000.00) and penalties of up to one year imprisonment under the provisions of Section 53a-157 of the Connecticut General Statutes, a Class A misdemeanor.

(b) Upon receiving a complaint of an alleged violation of the code of ethics, the commission shall, within ten business days (excluding weekends and holidays), notify in writing the person about whom said complaint has been filed, advising the concerned party of the specific nature of the complaint made and being investigated by the commission, and enclosing therewith a copy of the complaint. The commission shall make a probable cause investigation of the validity of the complaint including interviews or discussions with the complainant, town personnel or members of other public or private agencies. This probable cause investigation shall be held in compliance with Sec. 2 Section 7-148h as repealed in Public Act 89-229. Not later than three business days after termination of the investigation, the commission shall inform the complainant and the respondent of its finding and provide them a summary of its reasons for making the finding. At any time after the receipt of a complaint, the commission may dismiss the complaint after finding there is no justification for such complaint; such notice of dismissal outlining its finding and summary of its reasons for making that finding shall be given, in writing, to the complainant and the respondent. The commission by an affirmative vote of at least four (4) members shall determine within thirty (30) days after the mailing of the notice of such complaint whether a hearing is required. All hearings shall commence within thirty-seven (37) days after the receipt of the complaint by the commission.

(b) In the event a hearing is held, the person against whom such complaint is filed shall have the right to counsel, to confrontation of all witnesses, to cross-examination and to present evidence on his behalf. The hearing will be held in open session. The hearing shall be conducted with no less than four (4) members of the commission in attendance.

(c) The Ethics Commission may retain an Ethics Code Enforcement Officer, who shall be an attorney licensed to practice law in the State of Connecticut and who shall be selected by the Town Attorney. Such Enforcement Officer shall be available to assist the Ethics Commission by investigating complaints. In the event that a hearing is held after a finding of probable cause, the Commission may retain a Hearing Officer, who, as in the case of the enforcement officer, shall be an attorney licensed to practice law in the State of Connecticut and who shall be selected by the Town Attorney. Such hearing officer shall attend the hearing and rule on all matters concerning the application of the commission's rules of procedure and the scope of the inquiry, as well as such other questions as may arise during the course of the hearing. Both the enforcement officer and the hearing officer shall be compensated on a per diem, case by case, basis. Neither of the above described officers shall have a vote in any decision of the Commission.

Sec. 2-8.3. Report of recommendations to Town Council.

- (a) If an elected official or a council-appointed individual is the subject of the hearing, the commission shall report to the Town Council its findings as to a violation of the code of ethics, together with recommendations as to the disposition to be made.
- (b) If a municipal employee under the supervision of the Town Manager or a manager-appointed official is the subject of the hearing, the commission shall report in writing to the Town Manager its findings as to a violation of the code of ethics, together with recommendations as to disposition to be made.
- (c) If an employee or public official under the supervision of the board of education is the subject of the hearing, the commission shall report in writing to the board of education its findings as to a violation of the code of ethics, together with recommendations as to disposition to be made.
- (d) The Town Council, Town Manager or Board of Education shall meet with the Commission to consider such findings in open session. The Council, Town Manager or Board of Education shall then determine what disposition shall be made; such decision shall be made within thirty (30) days of the issuance date of the ethics commission's findings and recommendations. Violation of any provisions of this article should raise conscientious questions for the council member or other public official or municipal employee concerned as to whether voluntary resignation or other action is indicated to promote the best interests of the Town.

Violations by members of the classified service constitute a cause for suspension, removal from office or employment or other disciplinary action by the Town Manager. Sanctions shall include, but not be limited to, suspension, censure, recommendations to the Town Manager of dismissal of an employee, removal of an appointed official by the appointing authority and public recommendation to an elected official that he resign from office. Notification of such disposition shall be given orally immediately to the person about whom said complaint has been filed and in writing by certified mail, to said person within thirty (30) days after receipt of the report by the Town Council, Town Manager or Board of Education from the Commission.

Sec. 2-8.4. Notice.

- (a) All notices required under this article shall be sent by registered or certified mail, return receipt requested.
- (b) The mailing address of the Ethics Commission shall be P.O. Box 419, Enfield, CT 06083-0419. Correspondence may be opened only by the Commission Chairman or his designee.

2-9. Definitions.

- (a) Close relative: Means the parents, grandparents, brother, sister, (Including in-laws), spouse, child, grandchild, step-child, son-in-law, daughter-in-law, and also any relation who is domiciled in the employee's household.
- (b) Complaint: Any complaint received by the Commission must be in writing and signed under oath by the individual making said complaint before: (1) A judge of a court of records; (2) A clerk or deputy clerk of a court having a seal; (3) A commissioner of deeds or Town Clerk; (4) A notary public; (5) A justice of the peace; or (6) An attorney admitted to the bar of this state.
- (c) Conflict of interest: A public official or municipal employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest if he has reason to believe or expect that he or a close relative of his will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. He does not have an interest, which is in public interest if any, benefit or detriment accrues to him as a member of a business, profession,

occupation or group to no greater extent than any other member of such business profession, occupation or group.

Any public official or municipal employee who, in discharge of his official duties, would be required to take an action that would affect a financial interest of himself or a close relative of his or a business in which he and his close relatives have an ownership interest of five (5) per cent or more, shall be excused from voting or deliberating or taking action on the matter if he so requests, but if he does not make such request, he shall, if he so requests, but if he does not make such request, he shall, if he is a member of a legislative body, town commission or board, prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the potential conflict and explaining why, despite the potential conflict, he is able to vote and otherwise participate fairly, objectively and in the public interest and deliver the original written statement to the Town Manager who will forward it to the Enfield Ethics Commission and enter a copy of the statement in the minutes of the body, commission or board of which he is a member. If he is not a member of a legislative body or board or commission, he shall prepare a written statement signed under penalty of false statement describing the matter requiring action and the nature of the potential conflict and deliver a copy of the statement to his immediate superior who shall assign the matter to the Enfield Ethics Commission.

Conflict of interest exists if:

- (1) A public official or municipal employee or a close relative of such official or employee has a financial or personal interest in the outcome of any matter under consideration before him in his official capacity within or before his department or a board or commission of which he is a member.
 - (2) A public official or municipal employee accepts employment which will either impair his independence or judgment with regard to his official duties or require him to disclose confidential information acquired by him in the course of his public duties.
- (d) Criminal misconduct: Means a violation of the law as defined in Title 53 of the General Statutes.
- (e) Financial interest: Means any interest in the result of a discretionary public action in which an individual derives or expects that he will derive economic and/or pecuniary gain or loss to himself or a close relative of the individual or to any organization in which said individual and his close relatives hold a five (5) per cent or more ownership interest.
- (f) Gender: All references to this ordinance to him, his, he, himself and similar words shall be read as including persons of either gender.
- (g) Gift: Means a payment, subscription, advance, forbearance, rendering of service, deposit of money, or anything of value unless consideration of equal or greater value is transferred in its place. "Gift" shall not include a political contribution otherwise reported as required by law; services provided to support a political candidate or political party without compensation by persons volunteering their time; a commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business; anything of value received because of a family or other close personal relationship with the donor; food or beverage or both, consumed on a single occasion, the cost of which is less than fifty dollars (\$50.00) per person; an occasional nonpecuniary gift, insignificant in value; an award publicly presented in recognition of public service or any gift which would have been offered to given to him if he were not a public official or municipal employee.
- (h) Individual: Means a natural person.
- (i) Municipal employee: Means an individual working for salary or wages from the Town of Enfield, including Board of Education employees, whether on a part-time or full-time basis and whether a member of the classified or unclassified service, but does not include the Town Manager or the Town Attorney.

The services performed by this individual are controlled by the Town of Enfield not only as to result to be accomplished by work, but also as to details and means by which result is accomplished.

(j) Person: Means an individual, a business, corporation, union, association, firm, partnership, committee, club or other organization or group of persons.

(k) Public official: Means any elected town officer and any individual, including the Town Manager and the Town Attorney, appointed to any Town office, commission board or department by the Town Council, Board of Education or the Town Manager.

Sec. 2-10. Code of Ethics.

(a) Generally. The requirements herein set forth shall constitute a code of ethics establishing reasonable standards and guidelines for the ethical conduct of public officials and municipal employees. Such ethical conduct may separately involve the effect of a particular action and the intent of the parties involved, with the commission investigating and reporting on both. The following enumeration of certain activities does not eliminate unethical activities not listed in this article. Allegations of unethical conduct, corrupting influence or illegal activities levied against any municipal official, officer or employee except as hereinafter mentioned will be investigated by the commission. All professional employees and officials of the Town including, but not limited to, accountants, attorneys, engineers and school teachers, shall also be required to conform to the canons or code of ethics of their profession. Allegations or complaints concerning sworn police officers and dog wardens, excluding all officers above the rank of lieutenant, received by the commission will be referred to the Director of Public Safety for investigation and disposition in accordance with the procedures authorized in the Enfield Police Manual and Chapter V, Section 10 of the Enfield Town Charter. A record of such referrals will be maintained by the commission. The Chief of Police will notify the Director of Public Safety and the Commission of the results of such investigation and final disposition of the matter

(b) Interest in contract or transaction. No public official or municipal employee having the power or duty to perform an official act or action related to a contract or transaction which is or may be the subject of an official act or action of the Town shall:

- (1) Have or thereafter acquire an interest in such contract or transaction; or
- (2) Have a financial interest in any business entity representing, advising or appearing on behalf of any person involved in such contract or transaction; or
- (3) Have solicited or accepted present or future employment with a person or business entity involved in such contract or transaction; or
- (4) Have solicited, accepted or granted a present or future gift, favor, service or thing of value from or to a person involved in such contract or transaction; or
- (5) Have encouraged, made or accepted any ex parte or unilateral application or communication where a determination is to be made after a public hearing and such public official or municipal employee fails to make the contents of the communication a part of the record.
- (6) Preacquisition of interest. No public official or municipal employee with respect to any contract or transaction which is or may be the subject of an official act or action of the Town shall acquire an interest in or affected by such contract or transaction at a time when the public official or municipal employee believes or has reason to believe that it will directly or indirectly be affected by an official act or action of the Town.
- (7) Disclosure of information. No public official or municipal employee with respect to any contract or transaction which is or may be the subject of an official act or action of the Town, shall, without proper legal authorization, disclose confidential information concerning the

property, government or affairs of the Town, or use such information to advance the financial or other private interest of himself or others. All matters discussed in executive session shall be confidential information.

- (8) Incompatible service. No public official or municipal employee shall engage in or accept private employment or render service, for private interest, when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties, unless otherwise permitted by law.
 - (9) Appearances. No public official or municipal employee shall appear on behalf of any private person, other than himself, his spouse, parents or minor children before any Town agency, board or commission except, in the case of municipal employees, with the written approval of the Town Manager when the Manager deems such appearance to be in accordance with the employee's employment responsibility and in accordance with established Town Council policies. However, a member of the Town Council may appear before town agencies, boards or commissions on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations. Neither the Town Manager nor any municipal employee shall use his position in behalf of any political party.
 - (10) Public contracts. No public official or municipal employee who, in his capacity as such official or employee, participates in the making of a contract in which he has a financial interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on his part, shall enter into any contract with the Town unless:
 - (1) The contract is awarded through a process of public notice and competitive bidding; or
 - (2) The Town Manager waives the requirement of this section after determining that it is in the best interest of the Town to do so and immediately notifies the Town Council of Said waiver.
 - (11) Public property. No public official or municipal employee shall request or permit the unauthorized use of Town owned vehicles, equipment, materials or property for personal convenience or profit.
 - (12) Special treatment. No public official or municipal employee shall seek or grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen. No member of the classified service shall seek any special consideration regarding his employment from a member of the Town Council.
 - (13) Later case interest. No public official or municipal employee shall, for a period of two (2) years, after the termination of service or employment with the Town, appear before any board, commission, committee or agency of the Town in relation to any case, proceeding or application in which he personally participated during the period of his service or employment or which was under his active consideration.
- (k) Disclosure of interest in legislative action. Any member of the Town Council or other Town board or commission who has a financial interest or personal interest in any proposal before the council or a Town board or commission shall disclose on the record of the Council, board or commission the nature and extent of such interest. Any other public official or municipal employee who has a financial or personal interest in any proposed legislative action of the council or the commission and who participates in discussion with or gives an official opinion or recommendation to the council or the commission, shall disclose on the record of the council or the commission the nature and extent of such interest.
- (l) Prior to any public official taking office or municipal employee beginning employment he shall receive

from the Town Clerk, and give written receipt for, a copy of this article and he shall immediately read and otherwise familiarize himself with the terms of this article. Where any public official or municipal employee has a doubt as to the applicability of any provisions of this code to a particular situation or as to the definition of terms used herein, he may apply, in writing, to the Town's Ethics Commission for an advisory opinion.

Such opinion until amended or revoked shall be binding on the Town, public officials and municipal employees in any subsequent actions concerning the public official or municipal employee who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. Any advisory opinion issued by the Ethics Commission shall be made publicly where such disclosure will not violate the law.

(m) The Town Manager shall cause to be established a procedure to familiarize elected and appointed officials with the duties and responsibilities of their positions. He shall prepare a written report outlining such activities for the prior year and plans for the coming year and submit said report to the Town Council during the month of January each year.

Sec. 2-11. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this article, or any part thereof, is for any reason held to be unconstitutional or invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this article or any part thereof.

Secs. 2-12 – 2-14. Reserved.

Ordinance Serial #91-5

Proposed by:	Request
Approved by:	A. Louis Hayward, Town Manager
Reviewed by:	Christopher W. Bromson, Town Attorney
Proposal Introduced to Council:	December 10, 1990
Date for Public Hearing Set:	January 7, 1991
Proposed Ordinance Posted:	January 25, 1991
Newspaper Warning:	January 25, 1991
Council Holds Public Hearing:	February 4, 1991
Date of Final Passage by Council:	October 7, 1991
Date Published:	October 17, 1991
Effective Date:	October 22, 1991

PERSONNEL RULES AND PROCEDURES

**TOWN
OF
ENFIELD, CONNECTICUT**

ARTICLE 1

GENERAL PROVISIONS

1-1. Purpose. It is the purpose of these rules and procedures to give effect to the intent and requirement of Chapter VII, Section 2 of the Town Charter pertaining to personnel rules.

1-2. Application. These rules and procedures shall apply to all employees in the classified service except, however, these rules and procedures shall be superceded by any agreement legally executed pursuant to State Statute, between the Town of Enfield and an authorized employee bargaining unit whose wages, benefits and conditions of employment are embodied in such agreement.

1-3. Violation of Rules. Violation of these rules and procedures shall be grounds for disciplinary action as prescribed within such rules and procedures.

1-4. Resolution of Unique Situations. The Town Manager shall have the authority to make decisions on any matter involving personnel not specifically covered by these rules and regulations.

1-5. Adoption and Amendment of Rules. These rules and any amendments thereto, as provided in Part I Chapter VII of the Town Charter, shall become effective upon being filed by the Town Manager in the Office of the Town Clerk.

1-6. Savings Clause. IN THE EVENT THAT ANY PROVISION OF THE PERSONNEL RULES AND PROCEDURES SHALL BE HELD BY OPERATION OF LAW OR BY A COURT OF LAW OR AN ADMINISTRATIVE AGENCY OF COMPETENT AND FINAL JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THE PROVISIONS OF THESE PERSONNEL RULES AND PROCEDURES SHALL NOT BE AFFECTED THEREBY, BUT SHALL BE CONTINUED IN FULL FORCE AND EFFECT.

1-7. Gender and Plurality. In construing the text of these rules and procedures, the masculine shall include the feminine and the singular shall include the plural, and the plural the singular wherever the context shall plainly so require.

1-8. Employment at Will. THESE PERSONNEL RULES AND PROCEDURES DO NOT CONSTITUTE A CONTRACT OF EMPLOYMENT IN WHOLE OR IN PART. EITHER THE TOWN OR THE EMPLOYEE CAN TERMINATE THE EMPLOYMENT RELATIONSHIP WITH OR WITHOUT CAUSE AT ANY TIME. NO PERSON IN THE TOWN HAS THE AUTHORITY TO MAKE A COMMITMENT OF GUARANTEED OR CONTINUED EMPLOYMENT EXCEPT FOR THE TOWN MANAGER, AND ONLY IF IT HAS BEEN REDUCED TO WRITING AND SIGNED BY THE TOWN MANAGER. NO EMPLOYEE HAS A VESTED PROPERTY RIGHT, CONSTITUTIONAL OR OTHERWISE, IN A JOB OR POSITION WITH THE TOWN.

1-9. Union Contracts. These personnel rules and procedures do not supercede the terms of collective bargaining agreements. Wages, hours and other terms and conditions found in a collective bargaining agreement shall prevail over the benefits in these personnel rules and procedures. In the event that a benefit

is listed in these rules and it exceeds a benefit in a collective bargaining agreement, the terms of the collective bargaining agreement shall prevail and apply to the employees covered under the agreement. If the collective bargaining agreement is silent on the benefit, the benefit under these personnel rules and procedures is not extended to the employees covered under the collective bargaining agreement.

ARTICLE 2

DEFINITIONS

2.1. Definitions. Definitions of the terms used in these Personnel Rules and Procedures are as follows:

Allocation: The assignment of an individual position to an appropriate class on the basis of kind of work, duties and responsibilities of the position.

Appointing Authority: Those empowered by the Town Charter to hire and fire personnel.

Appointment: The appointment of a person to a position in the classified service of the Town. Appointments shall be of the following types: Original, emergency, temporary, provisional, re-employment, transfer, promotion, demotion.

Base Rate, Regular Rate: The actual wage or salary within a range in the pay plan at which an employee is compensated.

Certification: The act, by the Director of Human Resources, of supplying an appointing authority with the names of applicants deemed eligible for appointment to a vacant position.

Chapter VII: The Chapter of the Charter of the Town of Enfield governing the personnel program of the Town.

Charter: The Charter of the Town of Enfield approved December 5, 1962, as amended.

Class or Position: A group of positions established under these rules sufficiently similar with respect to the duties, authority and responsibilities.

Classification Plan: The arrangement of all positions in the classified service into a system of classes.

Class Specification: The written job description of the duties and responsibilities of a class with its title and qualification standards.

Compensation: The salary, wages, fees, and all other forms of valuable consideration, earned or paid to any employee of the classified service by reason of service in the position, but does not include allowances for expenses authorized and incurred as incidents to employment.

Council: The Town Council of Enfield.

Demotion: The change of an employee from a position in one class to a position in a class for which a lower maximum rate of pay is established.

Department: A major unit of administrative organization of the Town as established and designated by the Charter or ordinance.

Dismissal: Discharge from the classified service for cause either during or after the probationary periods.

Division: A unit of administrative organization of a Department.

Eligible: A person who has met the minimum requirements established for a position and whose name has been placed on an eligible list.

Eligible List: Any of the lists of names of persons eligible for appointment to the positions in the classified service of the Town including employment lists, re-employment lists and promotional lists.

Emergency Employee: An individual appointed by an appointing authority without recourse to an eligible list because of an emergency affecting the health, welfare or public safety of the Town. Such appointments have limits prescribed by the rules.

Examination: All of the tests of fitness taken together that are applied to determine the fitness of applicants for positions of any class.

Full-time Employees: Employees whose normal work week is 35 hours or more per week.

Grade: A ranking established for regular salary purposes wherein all positions or classes of positions in the classified service that are determined to be of the same level with respect to the difficulty and responsibility of their duties are equal salary wise.

Immediate Family. Parents, grandparents, brother, sister, (including in-laws), spouse, civil union partner, child, grandchild, step-child, son-in-law, daughter-in-law, aunt, uncle and also any relation who is domiciled in the employee's household.

Layoff: The removal of an employee because of lack of work, failure of financial appropriation or other causes, which do not reflect on the employee. Layoffs shall not be considered as dismissals.

Open Competitive Examination: A test for positions in a particular class, admission to that is not limited to Town employees.

Open Continuous Examination: An examination having no fixed date of termination.

Original Appointment: The appointment of a person from outside the Town service to a specific position.

Part-time Employee: An employee whose normal work week is 34 hours or less per week.

Pay Plan: A schedule of compensation established by resolution for the several classes of positions recognized in the classification plan, so that all positions of a given class will be paid according to the same salary range established for the class.

Position: A regularly established job in the classified service of the Town.

Probationary Employee: A person certified from an eligible list who has not completed his probationary period.

Probationary Period: A working test period, following an appointment, during which an employee is required to demonstrate by conduct an actual performance of the duties and his fitness for the position to which he is appointed. The probationary period shall be considered a part of the examination for any position.

Promotion: A change in the position of an employee from one class to a position in another class having a higher maximum salary rate.

Promotional Examination: An examination to determine the fitness of applicants for positions in a particular class, admission to the test being limited to regular employees in the classified service of the Town.

Promotional List: A list of classified employees, arranged in order of merit as determined by a promotional examination, who have been found qualified for promotion to positions in higher classes than the classes of position they are currently occupying.

Provisional Appointment: A non-competitive appointment made temporarily to fill a classified position, pending establishment of an eligible list for such position.

Qualifying Examination: A non-competitive examination given to determine if an individual meets the qualifications for a specific class.

Range: The minimum and maximum of any pay grade.

Reallocation: A change in allocation of an individual position by raising it to a higher class, reducing it to a lower class or moving it to another class at the same level on the basis of duties, authority and responsibility of the position.

Re-employment List: A list of persons who have been regular employees in a particular class and who have been laid off in good standing, and who are entitled to have their names certified for appointment to a position in a class in which they were previously employed.

Regular Appointment: An appointment given to an employee after successful completion of a probationary period following an original appointment.

Regular Employee: An employee who has been appointed to a position in the classified service in accordance with the Personnel Rules and Procedures and has successfully completed his probationary period.

Seasonal Employee: An employee who has been appointed to a position on an as needed basis. The hours of employment may vary from week to week and such appointment shall not normally exceed 120 consecutive calendar days in a given year.

Suspension: An enforced leave of absence with or without pay for disciplinary purposes or pending an investigation of charges made against an employee.

Temporary Appointment: An appointment from an eligible list to an approved position for a period not to exceed six months, unless a longer appointment has been approved by the Town Manager.

Transfer: A change of an employee from a position in one class in one department to another position in the same class in another department.

ARTICLE 3

THE CLASSIFICATION PLAN

3-1. Plan. Pursuant to Chapter VII, Section 2 of the Town Charter, it shall be the duty of the Town Manager to ensure that there is a job description of the essential and non-essential duties and responsibilities of each position in the classified service. The job descriptions shall comprise the classification plan of the Town.

3-2. Approval of Plan. The Town Council shall approve, upon recommendation of the Town Manager, all additions, amendments, or revisions of such classification plan.

3-3. Classification of Positions. All positions in the classified service shall be grouped into classes, and

each class shall include those positions sufficiently similar as to character, difficulty, and responsibility that:

- a. The same descriptive title may be used to designate each position allocated to the class;
- b. The same level of education, experience, knowledge, ability and other qualifications may be required of incumbents;
- c. Similar tests of fitness may be used to select incumbents; and
- d. The same range of compensation will apply with equity under substantially the same employment conditions.

3-4. Original Allocation of Positions: The Director of Human Resources, at the direction of the Town Manager, shall, as soon as is practicable after the adoption of the classification plan, allocate each position to be included in the classified service to its appropriate class. In making such allocations, the Director of Human Resources shall provide for the uniform application of the classification plan to positions under different appointing authorities.

3-5. Allocation of New Positions. In order to create any new position which would be within the classified service, an appointing authority shall forward to the Director of Human Resources a written request for such position, together with a statement of duties, authority, and responsibilities to be assigned. It shall then be the responsibility of the Director of Human Resources, at the direction of the Town Manager, to study the position, write a job description, and allocate it to the proper class, secure certification from the Director of Finance that adequate funds are available to support the position for the remainder of the fiscal year, and to forward this information to the Town Manager who may recommend to the Town Council that such new position be approved by resolution of the Town Council.

3-6. Reallocation. Whenever duties and responsibilities of an existing position in the classification plan are so changed that the position in effect becomes one of a different class from that to which it was allocated, the Director of Human Resources, on his own initiative or at the written request of the appointing authority for that position, shall study the position, reallocate to the appropriate class, and forward the proposed reallocation to the Town Manager who may recommend to the Town Council that such reallocation be approved by resolution of the Town Council.

3-7. Status of Incumbent When Reallocated. A regular employee who is occupying a position which is reallocated to a different class shall continue in this position only in accordance with the rules governing promotion, transfer, or demotion, except that in any case in which the position is reallocated to a higher class, the incumbent of such position may attain regular status in the higher class by achieving a satisfactory grade on a qualifying examination for the higher class. Such qualifying examination shall be in the form of an oral and/or written non-competitive examination, and/or an evaluation of experience, training and education. If a reallocation results in the assignment of a position to an equal or lower class, the incumbent may continue to hold the position if he meets the minimum requirements of the new class.

3-8. Appeal of Allocation. Any employee affected by the allocation or reallocation of a position or by any changes in the classification plan may request in writing to the Director of Human Resources that such action be reviewed. On the basis of a written statement and forms submitted by the employee or employees affected by the action, and on the facts brought out in the study of the position, the Director of Human Resources shall make a decision as to whether the action shall stand. Any employee not satisfied by the results of such decision shall have a right to file a grievance as prescribed in the rules governing the grievance procedure.

3-9. Job Descriptions. The Director of Human Resources shall provide written specifications for each position in the classification plan. Each job description shall include a job title, a description of the essential and nonessential functions of the position, physical demands of the job, description of work environment, minimum qualifications and other information as may be desirable and pertinent. These descriptions are not inclusive of all duties that an employee may be required to perform.

3-10 Inventory of Positions. Appendix "A" of these Personnel Rules and Regulations shall contain an inventory of all current positions and the classifications that they are assigned to. As any position changes or if the classifications are amended said appendix shall be amended to reflect the changes.

3-11. Use of Job Descriptions in Allocations. In determining the class to which any position should be allocated, the definition of each class shall be considered as a whole. Consideration shall be given to the qualifications required and the general duties of the position as well as the relation to other classes.

3-12. Use of Job Titles. Following the adoption of the classification plan and the allocation to classes therein of positions in the classified service, the job titles set forth therein shall be used to designate such positions in all official records, vouchers, and communications, and no person shall be appointed to or employed in a position in the classified service under any job title which has not been approved by the Director of Human Resources as appropriate to the duties to be performed. Statutory or working titles may be used informally as appropriate or expedient.

3-13. Classification Review. Any employee who believes his position is not properly classified, either due to an original allocation or re-allocation may request the Town Manager to review such position. Within thirty (30) days after the receipt of such request, the Director of Human Resources shall conduct a study to determine the facts and shall meet with the employee(s) for the purpose of reviewing the findings of the study. The Director of Human Resources shall render his decision in writing to the employee, the Department Head and the Town Manager within fifteen (15) days after such meeting.

ARTICLE 4

THE PAY PLAN

4-1. Guidelines for Establishing Salaries. In order to assure the recruitment and retention of personnel necessary to maintain a continued high level of public service, it is the policy of the Town that the level of compensation of municipal employees should favorably compare with prevailing rates in private industry and other governmental agencies in the competitive area. In carrying out this policy, consideration shall be given to the relative qualifications, duties, and responsibilities of the various types of positions, rates paid for comparable services in public and private employment, experience in recruiting for such positions and availability of funds.

4-2. Preparation of the Pay Plan. The Director of Human Resources, at the direction of the Town Manager, shall be responsible for the development of a uniform and equitable pay plan in accordance to Chapter V, Section 14 of the Town Charter. The pay plan shall consist of minimum rates as the Director of Human Resources considers necessary or equitable. The salary ranges for positions in the classified service shall consist of those listed in the approved annual budget and collective bargaining agreements, as amended from time to time. Pay rates for seasonal and temporary employees shall be set by the Director of Human Resources subject to the approval of the Town Manager and funding by the Council in the annual budget process.

4-3. Adoption of Pay Plan. After review and approval by the Town Manager, the pay plan and any amendments or revisions thereto shall be submitted by the Town Manager to the Town Council for adoption by resolution.

4-4. Pay Surveys. The Director of Human Resources shall make comparative studies of factors affecting the level of salary ranges periodically. On the basis of the information derived from the studies, requests for adjustments in salary ranges shall be initiated by the Town Manager and submitted to the Town Council for adoption.

4-5. Pay Increases. Salary increases within an established range shall depend primarily upon recommendations of merit by the department head or appointing authority. Salary increases shall not be predicated solely upon length of service, but shall be dependent upon the quality of an employee's work

performance as determined by a performance evaluation. Such evaluation shall be based upon job-related performance standards. Additionally, the Town Council may review salaries annually to determine whether or not a cost of living allowance shall be granted to Town employees.

4-6. Entrance Salary Rates.

4-6-a. Starting Rate on Initial Employment. The entrance rate of pay for a class shall normally be offered for recruitment purposes and shall normally be paid upon appointment to the class. The Town Manager may approve initial compensation at a rate higher than the minimum rate in the pay range for the class when the needs of the service make such action necessary, provided that.

1. The qualifications of the applicant are outstanding in relation to those of competing applicants, his or her qualifications are substantially in excess of the requirements of the class, and his or her employment cannot be obtained at the minimum rate; and/or
2. There is a shortage of qualified applicants available at the minimum rate of the range.

4-7. Pay Rates in Transfer, Promotion or Demotion.

4-7-a. If the rate of pay of the former position is less than the minimum rate established for the class of the new position, the rate of pay shall be advanced to the minimum for the new class.

4-7-b. If the rate of pay of the former position is more than the maximum rate established for the class of the new position, the pay shall be reduced to the new maximum rate or to an intermediate step of the new range as determined by the appointing authority.

4-7-c. If the rate of pay of the former position falls within the range of pay for the new class, the salary rate shall be determined as follows:

1. Transfers: Salary rate shall remain the same or be increased to an amount within the new range as determined by the appointing authority.
2. Promotions: salary rate shall remain the same or be increased to an amount within the new range as determined by the appointing authority.
3. Demotions: Salary rate shall remain the same or be decreased to an amount within the new range as determined by the appointing authority.

4-8. Out of Classification Work. If a regular employee, including administrative personnel, is assigned to work in a higher classification on a temporary basis by a supervisor, in writing, for more than thirty (30) cumulative days in any fiscal year, s/he shall be paid at a rate in the higher classification as approved by the Town Manager upon recommendation of the appointing authority. The employee will be compensated at the higher classification rate only for the time actually worked on the job in the higher classification.

4-9. Total Remuneration. Any wage or salary established for an employee shall represent the total remuneration for the employee, not including reimbursement for official travel. Except as otherwise provided in these rules, no employee shall receive pay from the Town in addition to the wage or salary authorized under any schedule provided in the pay plan for services rendered by him in discharge of the duties of his position. No reward, gift or other form of remuneration in addition to regular compensation shall be received from any source by employees for the performance of their duties, unless authorized by the Town Manager. Regular compensation shall be paid in the following manner.

- a. Hourly employees shall be paid for the actual number of hours worked during the pay period.

- b. Salaried employees shall be paid their annual rate divided by the number of pay periods per year. When such compensation does not compute in complete dollars and cents, an adjustment shall be made in the final pay period of the fiscal year to equalize the compensation such that the employee will have received his or her total annual rate within the final paycheck of the fiscal year.
- c. The employer shall make required deductions from the pay of exempt employees in the event of furloughs, disciplinary actions (in accordance with the provisions of the Fair Labor Standards Act), accrued leave has been exhausted, or the employee has chosen to be placed on leave without pay. If an improper deduction is made, the employee must notify the Director of Human Resources of the improper deduction and request a correction. In the event that the Director of Human Resources does not remedy the employee's complaint to the employee's satisfaction, the employee may appeal to the Town Manager for a correction to his or her satisfaction.

4-10. Pay for Part-Time Employees. Part-time employees shall be paid on the basis of an hourly, daily or performance rate.

4-11. Use of Privately Owned Automobile for Town Business. Employees who have received approval from the Department Head to use a privately owned automobile for the conduct of Town business shall be reimbursed for all mileage driven in the conduct of Town business at the rate determined by the Town Manager. Employees designated by the Town Manager to receive a monthly allowance shall receive such allowance in lieu of mileage reimbursement. An employee who uses a personally owned automobile for official Town business shall maintain appropriate insurance as prescribed by the Town Attorney on his or her automobile, to cover liability for personal injury and property damage.

4-12. Cafeteria Benefit Plan. Non-union, full-time and part-time benefited employees (only part-time benefitted employees working on or before July 1, 2012 shall be considered eligible to receive this benefit) will be eligible for benefits under the Town cafeteria plan. These benefits shall be three percent of an employee's annual salary, with a minimum benefit of \$1,000.00. The employee may elect which of the benefits designated by the Town that the employee wants this amount applied to.

ARTICLE 5

HOURS OF WORK AND OVERTIME

5-1. Hours of Work. The normal work week for full-time, regular and temporary employees shall be thirty-five (35) hours consisting of five (5) work days of seven (7) hours each, Monday through Friday. The normal workday shall be from 9:00 a.m. to 5:00 p.m. with one (1) hour for lunch.

Agreements between the Town and certain unions may require a different schedule of hours or different normal work week for full-time and regular employees.

Other schedules or exceptions to the normal workweek and/or workday may be required when the needs of the department/division dictate such exceptions and when such schedules or exceptions have been authorized by the Town Manager.

At the discretion of the Town Manager, work schedules may be altered during the summer months for certain departments and employees.

Non-exempt employees must not punch in for work more than 5 minutes before the start of their shift and must punch out no more than 5 minutes after the end of their shift. Non-exempt employees shall not perform any work duties beyond the hours of their established shift.

5-2. Overtime. The Town shall have the right to require overtime work consistent with the demands of

public service. Complete records of overtime for each employee shall be maintained.

5-2-a. Employees Exempt from Overtime. Exemptions from overtime eligibility shall be determined in accordance with the Fair Labor Standards Act (FLSA) and Connecticut General Statutes and shall include, but is not limited to, employees employed in a bona fide executive, administrative, or professional capacity for the Town as defined under the FLSA and/or Labor Regulations promulgated by the Connecticut Labor Commissioner. Said employees shall not be eligible for any compensation for overtime work performed.

5-2-b. Overtime Authorization for Eligible Employees. All overtime must be pre-approved and documented. Working overtime without proper authorization is grounds for the imposition of disciplinary action.

5-2-C. Overtime Compensation. Employees shall be granted compensation for authorized work in excess of the normal workweek as described in Section 5-1 in the following manner:

1. For employees of an authorized employee bargaining unit, compensation for overtime will be granted as prescribed within their collective bargaining agreement.
2. For all other employees:
 - a. Regular hourly rate up to forty (40) hours per week.
 - b. One and one-half (1 1/2) times the regular hourly rate for all hours worked over forty (40) hours per week.
 - c. When an employee is called in to work outside his or her regularly scheduled working hours, he or she shall be paid a minimum of two (2) hours at straight time up to forty (40) hours per week and at time and one half (1 1/2) for all hours worked over forty (40) hours per week.
 - d. When an employee is required to work on his or her regularly scheduled day off or on a holiday, he or she shall be paid for such overtime hours worked at time and one half (1 1/2) the normal rate of pay.

5-2-d Compensatory Leave. Regular full-time employees who are not members of an authorized bargaining unit nor employed in a bona fide executive, administrative, or professional capacity, who work in excess of the normal hours of work may be required to take compensatory leave equivalent to the amount of overtime worked in lieu of payment for such overtime. Such leave shall be taken within the same pay period as was the overtime worked, as required by Section 31-71 (b) of the Connecticut General Statutes.

It shall be at the discretion of the department head to grant compensatory leave in lieu of payment for overtime worked at a time convenient to the operation of the department.

5-2-e. Administrative Leave. For employees in an authorized employee bargaining unit, Administrative Leave will only be granted as prescribed within their collective bargaining agreement.

Non-Union employees whose positions are exempt from overtime compensation may qualify for administrative leave if their positions routinely require overtime work. Said leave will be granted as follows.

Administrative leave will continue to be earned. It will be earned by working hours in excess of 35 hours per week or 7 hours per day. Hours worked in excess must be authorized by a supervisor or department head, except in the case of department heads who will be responsible for authorizing their own extra hours.

Work performed during an authorized break (such as lunch) does not count towards accrual for administrative leave without prior approval from the department head.

Employees can earn up to five days of administrative leave per year for the first 200 hours of work in excess of their normal weekly schedule (i.e. 7 a day or 35 a week). For hours worked beyond 200 hours an employee will be allowed 2 additional days. The following is the schedule for accrual.

- A. 1-40 extra hours worked - one day of leave
- B. 41-80 extra hours worked - two days of leave
- C. 81-120 extra hours worked - three days of leave
- D. 121-160 extra hours worked - four days of leave
- E. 161-200 extra hours worked - five days of leave
- F. 201 extra hours worked or more - two additional days of leave

Administrative leave may not exceed 7 days in a fiscal year.

An employee may be advanced administrative leave with the approval of the Town Manager. In the event that the employee does not accrue enough hours by the end of the fiscal year to cover the amount of leave that was advanced, the balance will be deducted from the employee's vacation accrual account. In the event that employment is terminated for any reason and there remains a deficit as a result of advanced administrative leave, this deficit will be charged against the employee's accrued vacation leave balance and any accrued sick leave balance payable to the employee.

Administrative leave may not be carried over from one year to the next nor may it be converted to vacation leave.

5-2-f. Equalization of Hours. For employees in an authorized bargaining unit, equalization of hours will be granted only if it is provided for within their respective collective bargaining agreement.

Equalization shall mean that an employee may work an extra time one day and take time off on another. Regular full-time employees who are not members of a bargaining unit, but who are bona fide executive, administrative or professional employees will have the option of equalizing hours of work in excess of 35 in one week or 7 in one day with the approval of their supervisor. Department Heads will be responsible for the authorization of their own equalization.

The hours of work in excess of 35 in one week or 7 in one day must be previously authorized by the Department Head. Work performed during the lunch break or other authorized break can not be equalized without prior approval from the department head.

Equalization of time must take place during the week in which the extra hours were worked or during the next workweek, i.e. if extra hours are worked on a Tuesday the equalization must take place by Friday of the following week. In the event that extra hours are worked on a Friday these hours must be equalized by the next Friday.

The Department Head must be informed and approve prior to the equalization taking place of the hours the employee intends to equalize.

Hours worked beyond employee's regular workweek may not be used for both equalization and administrative leave. The employee must elect one or the other and report how these extra hours are to be treated and these hours are to be recorded on their weekly timesheets.

In exigent circumstances the Town Manager shall have the authority to re-schedule an employee's work schedule to address a pressing issue, such as snow removal, software conversion, etc. In the event that a schedule is changed the employee may be granted time off during their normal work hours. For example, if an employee is called in to work midnight to 8:00 a.m. they may be excused from working 9:00 a.m. to 5:00 p.m. If this action is taken the hours actually worked will not be counted towards administrative leave or equalization as the actual schedule was changed.

ARTICLE 6
RECRUITMENT, SELECTION AND APPOINTMENT
OF
EMPLOYEES

6-1 Recruitment of Employees

6-1-a. **Recruitment Policy.** Individuals shall be recruited from a geographic area as wide as is necessary to assure obtaining well-qualified candidates for the various types of positions without regard to race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, physical or mental disability, sexual orientation, or veteran status.

6-1-b. **Announcement.** The Director of Human Resources shall cause to be made known all vacancies for all positions in the classified service by posting announcements of such vacancies on the job opportunity bulletin boards in Town Hall and at the library; on the Jobs Hotline; on the Town Website and when necessary in newspapers and other publications, and in such other places as the Director of Human Resources deems advisable.

1. There shall be ongoing a systematic contact with established area minority group organizations and community leaders as part of the Town's Affirmative Action Plan for the purpose of alerting them of the various job opportunities.
2. Announcements shall specify the title, and salary range of the position; the nature of work performed; the desired qualifications of applicants; the closing date for receiving applications and other information as required or necessary.

6-1-c. **Application Forms.** Applications shall be accepted only on forms prescribed by the Director of Human Resources. Each application shall be signed by the applicant and the truth of all statements contained therein shall be certified by his or her signature. The application form shall not require any information intended to disclose race, color, religious creed, age, sex, marital status, veteran status, sexual orientation, national origin, ancestry, mental disorder, mental retardation, or physical or mental disability.

Applications will be accepted only when there is a posted opening and must be filed with the Director of Human Resources prior to the end of the working day on the closing date specified in the announcement. Applications shall not be returned, but will remain on file in accordance with the records retention law. Applicants must re-apply for each new posted vacancy unless notified otherwise.

6-1-d. **Background Investigation.** The Town reserves the right to investigate the background of any applicant to discern their qualifications, ability and suitability for the position they have applied for. Such investigation includes, but is not limited to, a review of their employment history, financial stability (for certain positions), driving record, criminal record, certifications and licenses.

6-1-e. **References.** As part of the pre-employment procedure, the Town reserves the right to contact former supervisors, employers, references provided by candidates on the application form, and others as determined by the Town, as a precaution against obtaining undesirable employees.

References and other checks shall be documented and made part of the applicant's file. All such information is to be handled as privileged information.

6-1-f. Disqualifications. The Director of Human Resources may remove from future consideration the application of any applicant whom:

1. Does not possess the minimum qualifications required;
2. Is not able to perform the essential functions of the position with reasonable accommodations.
3. Has established an unsatisfactory employment or personal record as evidenced by reference or other checks of such a nature as to demonstrate unsuitability for employment;
4. Has made falsifications, misrepresentations, or omissions of any material fact or practiced deception in his or her application.
5. Has proven to be affiliated with any group or organization which seeks to overthrow the government of the United States of America by force or violence
6. Has been convicted of a crime, other than a minor traffic violation, of such a nature as to demonstrate unsuitability for employment.

6-1-g. No Discrimination. There shall be no discrimination against or in favor of any candidate or employee because of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, physical or mental disability, sexual orientation or veteran status.

6-2. Character of Examinations

6-2-a. General Provisions Concerning Examinations. All appointments to positions in the classified service of the Town of Enfield shall be made according to merit and fitness to be ascertained so far as possible by open competitive examinations. Any practical means or measures may be used in examinations, which are job related and reasonably well calculated to test the fitness of candidates for positions in the class for which the examination is held. Tests may be written, oral, a demonstration of skill or performance, a rating of training and experience or record of accomplishment, or any combination of such types.

No test or questions in any examination shall be intended to disclose any information concerning any political, religious or union affiliations, sexual preferences, or racial or marital background.

6-2-b. Contracting for Examinations. The Director of Human Resources, with the approval of the Town Manager, may contract with any agency, public or private, for the conduct of any examination which he deems impracticable to be administered by the Town.

6-2-c. Conditional Admission. When doubt exists as to whether an applicant meets the requirements for admission to an examination, the Director of Human Resources may authorize conditional admission to the examination. Such action shall not be construed as entitling the applicant to become eligible for certification or appointment until the circumstances leading to the conditional acceptance are clarified. The Director of Human Resources shall be responsible for notifying an applicant in writing when his admission to an examination is conditional.

6-2-d. Open Competitive Examinations. All original entrance tests for positions in the classified service shall be open competitive in character except as specified under Section 6-2-g pertaining to qualifying examinations.

6-2-e. Open Continuous Examinations. In circumstances where there is a continuous need for substantial numbers of eligible applicants for a certain class of position or when insufficient applicants are available to maintain an adequate register, the Director of Human Resources may, after first establishing such a register, replenish the register from time to time by inserting the names of additional eligibles who are found to be qualified on the basis of a test of fitness substantially similar to the test used as the basis for establishing the original register. The closing date for any such test may be indefinite and applicants may be tested continuously in such manner and at such times and places as the Director of Human Resources may provide.

6-2-f. Eligibility for Competitive Examination. Tests for original appointment in the classified service shall be open to all applicants who meet the minimum qualifications required of a particular position and who have not been disqualified for reasons described in section 6-1-f-disqualifications.

6-2-g. Qualifying Examinations. At the request of the Director of Human Resources, and upon approval of the Town Manager, non-competitive qualifying examinations may be established for any class of position requiring professional or technical skill and training of a nature which renders competitive examination extremely difficult. Qualifying examinations may be written and/or oral and may include or consist of an evaluation of experience, training and education.

6-2-h. Promotion and Transfer. When opportunities for promotion or transfers become available, it is the policy of the Town to give current employees the opportunity to apply. Employees will be evaluated as to their qualifications and experience as it relates to the position and their work history with the Town. When the qualifications and experience of external and internal candidates are deemed equal, current employees will be selected for the position. Positions which are available will be posted on the Human Resources Office bulletin board. Employees interested in applying for a position must make their interests known to the Human Resources Department in writing within five (5) days of the date of the announcement.

6-2-i. Re-Examination. No person who has failed to pass an examination shall be re-examined for the same class within ninety (90) days of the examination unless otherwise authorized by special permission of the Town Manager.

6.3. Rating of Examinations.

6-3-a. Method of Rating and Minimum Grades. Sound measurement techniques and procedures shall be used in rating the results of tests and determining the relative ranking of the candidates. In all examinations the minimum rating by which eligibility may be achieved shall be established by the Director of Human Resources. A minimum rating may also apply to the rating of any part of the test. Candidates may be required to attain at least a minimum rating on each part of the test in order to receive a passing grade or to be rated on the remaining parts of the test. The final rating of the competitor shall be determined by averaging the rating on each part of the examination in accordance with the weights established for each part of the examination. A resident of the Town of Enfield will have five percentage points added to any written examination for original appointment to Town service, provided that additional points will not be added to any failing scores. For the purpose of this section, a resident of the Town of Enfield shall be defined as any person whose primary residence is within the geographic boundaries of the Town at the time of application for employment and said application shall reference the applicant's address.

6-3-b. Notice and Review of Exam Results. Each person who takes an examination shall be given written notice as to his or her results of the examination as soon as possible following the close of the examination period. Each person in an examination shall be entitled to inspect his or her rating and examination papers, but examination papers shall not be open to the general public unless it is requested and required pursuant to the Freedom of Information Act. Such inspection shall be permitted only during regular business hours and at the Human Resources Office.

6-3-c. Appeals From Rating. If, after examination of an appeal filed by any candidate or upon his own investigation, the Director of Human Resources finds that any manifest error existed in rating,

scoring or computation of the test result, he shall make the required correction and place the name of the person on the list in its correct position by virtue of the correction. Such correction, however, shall not invalidate any appointment previously made from the list.

6-4. Eligible Lists. The Director of Human Resources, at the direction of the Town Manager, shall establish and maintain the lists necessary to provide an adequate supply of qualified candidates for positions in the classified service. Lists shall be by class of position and shall be applicable to all classified positions of such class in the Town service.

6-4-a. Re-employment Lists. Unless a valid collective bargaining agreement covering the affected position provides otherwise, when any person who has held a regular appointment in the classified service of the Town is subject to layoff, the Director of Human Resources shall place the name of such person on a departmental re-employment lists and on a Town re-employment list for the class of position which he held at the time of lay-off. Names on such re-employment lists shall be arranged at all times in strict order of seniority in the department and the Town, respectively. Any person refusing an appointment resulting from certification from a re-employment list shall have his name removed from all such lists.

6-4-b. Promotional Lists. After each promotional examination, the Director of Human Resources shall prepare and keep available a promotional list of persons successfully passing the examination, arranged in order of final weighted ratings received. Whenever two or more persons have equal final ratings, their names shall be arranged on the list according to seniority.

6-4-c. Original Appointment List. From the results of tests for any class after each original entrance examination, the Director of Human Resources shall cause to be prepared an employment list for the class, with the names of those persons who have met the minimum requirements imposed for each test and who have received the ratings required for eligibility, placed thereon in the order of such ratings from the highest to the lowest. Whenever two or more candidates have equal final weighted ratings, their names shall be arranged on the list in the order of their performance in the part of the test having the greatest weight; when such arrangement fails to resolve the tie, the order on the list shall be the same as the order in which their applications were received.

6-4-d. Consolidation of Lists. If in the opinion of the Director of Human Resources, the needs of the service require that an examination be held for a class of position for which an eligible list already exists, he may consolidate the existing list with the list established as a result of a new examination. The names of persons remaining on the old list shall be placed on the new list in accordance with their previous rating as though they had taken the new examination, but such names shall be removed from the list at the expiration date of the original list. Should such persons elect to take the new examination, their names shall be placed on the list in accordance with the new rating.

6-4-e. Duration of Lists.

(1) Re-employment Lists. Re-employment lists shall be continuous for each class, except that no name shall remain on a re-employment list for longer than one (1) year.

(2) Other Lists. The time during which eligible lists, other than re-employment lists, shall remain in force shall be up to one (1) year from the date on which they were officially established except that, before the expiration of a list the Director of Human Resources may by order extend the time during which such list remains in force when the needs of the service so require. In no event shall the total period during which a list is in force exceed two years from the date on which the register was originally established.

6-4-f. Availability of Eligibles. It shall be the responsibility of eligibles to notify the Director of Human Resources of any change in address or other change affecting availability for employment. However, the Director of Human Resources may circularize the lists or use other methods to determine at any time the availability of eligibles. Whenever an eligible submits a written statement restricting the

conditions under which he will be available for employment, his name may be withheld from all certification which does not meet the conditions he has specified.

6-4-g. Removal of Names from Eligible Lists. The Director of Human Resources may remove a name from any eligible list permanently or temporarily for any of the following reasons.

- (1) Refusal of the eligible to accept appointment which is offered under conditions previously indicated by the eligible as acceptable.
- (2) Appointment through certification from such list to fill a permanent position.
- (3) Appointment through certification from another eligible list for a class at the same or higher compensation upon approval of the eligible.
- (4) Failure to respond, within the time specified in the notice, to any inquiry of the Director of Human Resources.
- (5) Failure to report to work after accepting employment.
- (6) Expiration of the term of eligibility on any eligible list.
- (7) Notice by postal authorities of their inability to locate the eligible at his last known address.
- (8) Waiver of three certifications by the eligible.
- (9) In the case of promotional lists, upon separation from the Town service.
- (10) After a candidate has been certified three times to the same appointing authority, his name shall not again be certified to such appointing authority, except at the request of such authority.
- (11) The Director of Human Resources shall remove a name from any eligible list permanently if he discovers that the eligible lacks any of the necessary qualifications prescribed as requirements for admission to the test for the class for which he has applied; or that any of the mandatory disqualifications applying to admission are applicable.

6-5. Personnel Requisition. Whenever a vacancy in any position in the classified service is to be filled, the appointing authority shall submit a requisition for an employee on a Personnel Requisition Form. Insofar as practicable, each vacancy shall be anticipated sufficiently in advance to permit the Director of Human Resources to determine who may be available for appointment and, if necessary, to go through the process to establish a list of eligibles.

6-6. Types of Appointments. All vacancies in the classified service shall be filled by re-employment, promotion, original appointment, emergency appointment, temporary appointment, provisional appointment, transfer or demotion.

6-6-a. Appointment From Eligible Lists. Whenever a position is to be filled from an eligible list, certification shall first be made from the re-employment list for the class to which the position is allocated, in accordance with 6-7-B; next from the promotion list if promotion is practicable, and then from the following lists in this order, original appointment, emergency appointment, temporary appointment, provisional appointment.

6-6-b. Demotion. An appointing authority may demote any classified employee under his direction when, in his opinion, the employee is incapable of performing adequately the duties of his current position but meets the minimum qualifications for a lower class of position. A written statement of the reasons for such action shall be furnished to the Director of Human Resources prior to the effective date of the action. No demotion shall be made unless there is a vacancy in the lower class. In the case that no vacancy exists such employee may be laid off and his name placed on the re-employment lists for the lower class in lieu of demotion, provided however, that nothing contained in this section shall prevent an appointing authority from taking action under Article 9 of these rules. Any regular employee demoted or laid off in such manner may appeal such action under the Grievance Procedure set forth by these rules.

6-6-c. Appointment by Transfer or Demotion. When an appointing authority desires to fill a position

by transfer or demotion, such action shall take precedence over appointment from eligible lists. Inter Departmental transfers may only be made with the approval of the appointing authorities of both departments concerned unless provided for otherwise in a collective bargaining agreement.

6-6-d. Appointments of a Temporary Nature.

- (1) Temporary Appointments. When a position in the classified service is limited in duration certification may be limited to the highest-ranking eligible that will accept employment under such conditions. No temporary appointment shall be made for more than a total of six months in any twelve-month period, unless a longer period of time is approved by the Town Manager.
- (2) Emergency Appointments. When an emergency makes it necessary to fill a position immediately in order to prevent stoppage of public business or loss, hazard, or serious inconvenience to the public, and it is impossible to fill such position under any other provisions of these rules, an appointing authority or a properly authorized subordinate with the concurrence of the Director of Human Resources may appoint any qualified person to such position without certification from an eligible list. Any such person shall be employed only during emergency and such appointment shall automatically end thirty (30) days from the date of appointment. If the emergency continues, the appointment may be extended to sixty (60) days but no individual may be given more than one such appointment in any twelve-month period.
- (3) Provisional Appointments. When an appointing authority finds it essential to fill a vacancy in a position subject to these rules and the Director of Human Resources is unable to certify eligibles for such vacancy because there is not a sufficient number of persons on appropriate registers who are willing to accept appointment, the Director of Human Resources may authorize the filling of the vacancy by a provisional appointment. Extensions of a provisional appointment may be made only with the approval of the appointing authority. Any provisional appointment shall be terminated automatically within two calendar weeks of the date on which the Director of Human Resources notified the appointing authority that he is able to certify the proper number of eligibles from an appropriate list.
- (4) Compensation for Temporary Appointments. An employee appointed pursuant to 6-6-d shall be compensated at the entry level rate for the position to which they have been temporarily appointed, unless the Town Manager determines otherwise.

6-7. Certification

6-7-a. Certification of Eligibles. Names shall be certified in order of standing on the register from which certification is made. Eligibles shall be certified for vacancies occurring in the same class in the order of receipt of requisitions for employees.

6-7-b. Method and number of certifications.

(1) In the filling of all vacancies from re-employment lists, the Director of Human Resources upon receipt of a request for certification from an appointing authority shall certify, singly, the name appearing at the top of the departmental re-employment list for the proper classification. If there is no departmental list for the class, he shall certify, singly, the name appearing at the top of the Town re-employment list for the classification.

(2) In the filling of all vacancies from an eligible list other than a re-employment list, the Director of Human Resources upon request for certification from an appointing authority, shall certify the names of the highest three available eligibles on the most appropriate eligible list and if more than one vacancy is to be filled the name of two (2) additional eligible for each additional vacancy.

6-7-c. Incomplete Certification. When the number of names available on other than re-employment lists for filling any vacancy is fewer than three, the appointing authority may decline certification for the vacancy and proceed to fill the vacancy in any other manner provided by these rules.

6-7-d. Waiver of Certification. Eligibles who are not available for appointment when offered certification may be granted a waiver of certification for appointment for a stated period of time at or below a specific salary or in a specific location.

6-7-e. Physical Examination Required. After a conditional offer of employment has been made by the Town, applicants may be required to undergo a physical examination to be conducted by a regularly licensed practitioner of medicine or surgery, or both, of the Town's choosing, at the expense of the Town to determine the applicant's qualifications to perform the essential functions of the position. Continued employment in the Town service shall be contingent upon the employee meeting the physical requirements for the position.

6-7-f. Drug Testing. After a conditional offer of employment has been made by the Town, applicants may be required to take a drug screening test, at the Town's expense, consisting of blood and/or urinalysis test(s) to determine the presence of drugs and /or alcohol, barbiturates, heroin, cocaine, marijuana, or other dangerous and or unlawful substances. An independent laboratory chosen by the Town will conduct such tests and any positive tests will be confirmed by two alternative methods.

6-7-g. Psychological Testing. After a conditional offer of employment has been made by the Town, applicants may be required to undergo a psychological examination by a licensed psychologist to determine their fitness for duty.

6-8. Probationary Period.

6-8-a. 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 an employee's work performance to ensure that it meets the required work standards.

6-8-b. Duration of the Probationary Period. All new employees shall be required to complete successfully a working test during a probationary period. The probationary period shall begin immediately upon appointment and shall continue for the period of time described in the collective bargaining agreement, or in the absence of such agreement, shall continue as follows:

- (1) Employees shall serve a probationary period of six (6) months for original appointments and (3) months for promotional appointments.
- (2) Extensions of the above probationary periods not to exceed two (2) months may be granted by the Director of Human Resources upon request of the department head or at the instruction of the Town Manager.
- (3) In the case of a promotion during the original probationary period, the employee shall, before attaining the status of a regular employee serve either the remainder of the original probationary period or the promotional period, whichever period is greater. If an employee is laid off for lack of work during the probationary period and subsequently reappointed by the same appointing authority to the same class of position, he shall be given credit for the portion of the probationary period previously completed.
- (4) At the end of the second month of employment during the probationary period and at intervals of two months thereafter for the duration of the probationary period a Probationary Evaluation form shall be completed by the supervisor, reviewed by the employee, department head and forwarded to the Director of Human Resources for

review. Such reports shall give an accurate and fair appraisal of the employee's work, his willingness and ability to perform assigned duties satisfactorily, observations concerning work habits and dependability and a recommendation as to whether or not employment should be continued.

6-8-c. Interruption of Probationary Period. No leave from service during the probationary period, with or without pay shall be counted as part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Director of Human Resources.

6-8-d. Dismissal During Probationary Period. 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 or that his habits or dependability do not merit his continuance in the service. Upon such removal, the appointing authority shall report to the Town Manager and the Director of Human Resources and to the employee removed his actions and reasons therefore. No appeal is allowable from dismissal during the probationary period.

6-8-e. Retention of Employee After Probationary Period. At least fifteen (15) days prior to the expiration of an employee's probationary period, the appointing authority shall notify the Director of Human Resources, in writing, and on the form designated by the Director of Human Resources, either:

- (1) that the services of the employee are satisfactory and that he will continue the employee in his position:
OR
- (2) that the services of the employee are unsatisfactory and that he will not continue the employee in his position:
OR
- (3) that he wishes an extension of the working test period and will continue the employee in his position for an additional period if the extension is granted. A copy of such notice shall be given to the employee. Upon receipt by the Director of Human Resources of written notice from the appointing authority that the services of the employee are satisfactory and that he will continue the employee in his position, the appointment of the employee shall be deemed to be complete at the expiration of the probationary period and the employee shall receive a regular appointment.

6-8-f. Restoration to Eligible List. If an employee is removed from his position during or at the end of his probationary period for no discreditable reason and the Director of Human Resources determines that he is suitable for appointment to another position, his name may be restored to the list from which it was certified. In certifying the name of such person to any appointing authority the Director of Human Resources shall give full facts concerning the previous probationary period.

6-8-g. Reinstatement to Former Class. An employee appointed from a promotion list that does not successfully complete his probationary period shall be transferred to a position in the class occupied by the employee immediately prior to his promotion if a vacancy exists in such class. In the event that no vacancy exists in such class, the employee shall be transferred to any position of a grade equal to that held prior to promotion wherein a vacancy exists and for which he is qualified. If no vacancy exists, he shall be transferred to any vacant position of a lower grade for which he is qualified or, at his option, his name shall be placed at the top of the eligible list for the class of position held immediately prior to his promotion.

6-8-h. Promotion During Probation. The serving of a probationary period shall not, of itself, prevent an employee from being promoted to a higher class, provided he is certified from an appropriate list.

6-8-i. Probationary Period on Demotion. An employee shall not be required to serve a probationary period when he is demoted either voluntarily or involuntarily to a position lower than the one in which he was previously assigned.

ARTICLE 7

LAY - OFF

7-1. 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.

7-2. Order of Layoff.

7-2-a. Temporary employees shall be laid off before probationary employees and probationary employees before regular employees.

7-2-b. Regular employees shall be laid off according to seniority within their respective classes such that the most recently appointed employee shall be laid off first. If such determination of layoff rating does not establish definite differentials for all employees in the class involved the order of layoff shall be determined by the appointing authority in such manner as to conserve for the Town the services of the most valuable employees.

7-3. Notice of Layoff. In every case of layoff the appointing authority shall give written notice ten (10) working days in advance of his action to the Town Manager and the Director of Human Resources and the employee, and shall certify therein that the layoff is for reasons not reflecting discredit on the employee.

7-4. Return of Layoff Names to Eligible Lists. The names of regular and probationary employees laid off shall be placed on the appropriate re-employment lists according to seniority for the class in which the layoff occurred unless the employee indicates in writing to the Director of Human Resources that he is no longer interested in employment with the Town.

ARTICLE 8

RESIGNATION

8-1. Resignation.

8-1-a. To resign in good standing, an employee must give the appointing authority at least fourteen (14) days prior written notice unless the appointing authority agrees to permit a shorter period of notice. A written resignation shall be submitted by the employee to the appointing authority stating reasons for leaving the employ of the Town. The termination date shall be the last day actually worked.

8-1-b. Such letter of resignation shall be filed in the employee's personnel folder which shall become inactive as of the final date of employment.

ARTICLE 9

DISCIPLINARY ACTION

9-1. Causes for Disciplinary Action. The following shall be sufficient cause for disciplinary action. The Town reserves the right to take disciplinary action for causes other than those enumerated:

- (a) Willful violation of the provisions of the Charter or these rules.
- (b) Incompetency or inefficiency in the performance of the duties of the position to which the employee has been appointed.
- (c) Wanton carelessness or negligence in the care of Town property.
- (d) Habitual tardiness or absence from duty.
- (e) Conviction of a felony or of a misdemeanor involving moral turpitude.
- (f) Intoxication on duty.
- (g) Conduct which reflects unfavorably upon the Town service.
- (h) Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.

9-2. Types of Disciplinary Action. Following are the types of disciplinary action which may be invoked against employees of the classified service. They may be independently invoked.

- (a) Reprimand. An appointing authority shall report any verbal or written reprimand as part of the employee's service record by forwarding a written memorandum to the Director of Human Resources for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee.
- (b) Suspension. An appointing authority may, for disciplinary purposes, suspend without pay any employee under his control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve (12) successive months shall be deemed a dismissal and be so treated.
- (c) Dismissal. An appointing authority may dismiss for cause any employee under his control occupying a position in the classified service when he considers that the good of the service shall be served. It shall be the responsibility of the appointing authority in any case of suspension, demotion or dismissal, within five (5) days after the effective date of such action, to give the concerned employee a written statement setting forth in substance the reasons therefore and to file a copy of such statement with the Director of Human Resources.

Such reprimand, suspension or dismissal shall become part of the employee's personnel file.

9-3. Appeal from Disciplinary Action. Any employee who is reprimanded, suspended, or dismissed as provided for in this article may appeal such action under the provisions of the Grievance Procedure stated in Article 10.

ARTICLE 10

GRIEVANCE PROCEDURE

10-1. Step One: Any employee who has a grievance shall reduce it to writing and shall submit the grievance within fourteen (14) calendar days of the event to his department head setting forth the facts of the grievance, the provisions of these Personnel Rules and Procedures which have been allegedly violated, and the remedy requested. Within fourteen (14) calendar days after said department head receives such

grievance, he or his designated representative shall give the employee his answer to the grievance in writing.

10-2. Step Two: If the employee is dissatisfied with the department head's decision he may appeal to the Director of Human Resources within fourteen (14) calendar days of the department head's decision. The Director of Human Resources shall reply within fourteen (14) calendar days of receipt of such written complaint.

10-3. Step Three: If the employee is not satisfied with the decision rendered by the Director of Human Resources the employee may submit the grievance to the the Town Manager or his designee, in writing within fourteen (14) calendar days of the date of the answer at Step Two, and the Town Manager shall render a written decision to the employee within fourteen (14) calendar days of receipt of the grievance. The decision of the Town Manager shall be final and binding on all parties.

10-4. Collective Bargaining Agreements. Employees working in positions covered by a collective bargaining agreement are exempt from the provisions of Article 10 and these employees shall follow the grievance procedure outlined in their collective bargaining agreement.

ARTICLE 11

ATTENDANCE AND LEAVES

11-1. 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 these rules on the basis of the work requirements of the departments and wherever possible, the personal wishes of the employee.

11-2. Types of Leave. The following types of leave are officially established:

- a. Holiday Leave
- b. Sick Leave
- c. Injury Leave
- d. Compensatory Leave
- e. Personal Leave
- f. Vacation Leave
- g. Family & Medical Leave
- h. Administrative Leave
- i. Other Leave with pay
- j. Leave without pay

11-3. Attendance Records. The attendance records and hours worked for all employees are input into the computer weekly and are available from the Human Resources Department.

11-4. Procedure for Requesting Leave: For all leave other than holiday, sick, or injury leave, a written request on a Request for Leave form must be completed indicating the type of leave, duration and dates of departure and return must be approved by the department head prior to taking the leave. For personal leave and other leave with or without pay, the employee must describe the purpose and reason for requesting such leave.

In the case of sick or injury leave an Absence Report Form shall be completed and submitted to the department head for approval immediately upon the employee's return to work.

Unless an absence is substantiated by a request for leave or a return to work form approved by the department head, an employee shall not be paid for any absence from scheduled work hours. All such

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

11-5. Holidays

11-5-a. Holidays Observed. The following holidays for regular employees shall be granted with pay:

January 1 st	New Years Day
1 st Mon on or after Jan 15	Martin Luther King Day
3 rd Monday in Feb.	President's Day
Friday before Easter Sunday	Good Friday
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
2 nd Monday in October	Columbus Day
November 11	Veteran's Day
4 th Thursday in November	Thanksgiving Day
December 25	Christmas Day
	One (1) Floating Holiday

In addition, each employee shall receive either Lincoln's Birthday or the day after Thanksgiving as holidays in accordance with current practice in the department or position in which he is working.

Should any of the dates listed above fall on a Sunday, the holiday shall be observed on the following Monday. If a holiday falls on a Saturday, employees shall be granted equivalent time off on the Friday immediately preceding. The floating holiday must be used within the fiscal year and is subject to the approval of the employee's supervisor. Employees who fail to use their floating holiday during the fiscal year will forfeit their holiday.

11-5-b. Unpaid Holidays. Part-time employees who are scheduled to work less than thirty-five (35) hours per week shall not be eligible for holidays with pay unless their collective bargaining agreement indicates differently.

11-5-c. Paid Holidays for Part-time Employees. Only part-time benefitted employees working on or before July 1, 2012 shall be considered eligible to receive paid holidays.

11-5-d. Holiday During Paid Status. In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on his scheduled work day immediately preceding the holiday and on his scheduled work day immediately following the holiday.

11-5-e. Holidays Worked. Any employee required to work on a scheduled holiday, or whose duties are performed on a regular rotating shift, shall be compensated for such holiday work as provided in Article 5 in these rules.

11-5-f. Other Holidays. In addition to the above stated holidays, employees may be granted other holidays when Town services are closed due to the requirements of State Statutes or proclamation.

11-6. Sick Leave. Each regular full time employee and part-time benefitted employees working on or before July 1, 2012 shall be eligible for sick leave with pay during and after his or her probationary period. Sick leave shall be computed on an hourly basis at the rate of one and one-quarter (1 1/4) days for each full month worked, or fifteen (15) days per year for full time employees with no limit on the number of days accumulated for the purpose of illness as described in Section 11-6-a below. (Part-time benefitted employees working on or before July 1, 2012 shall earn a pro rata share of sick leave based on the average number of hours worked per day.) Sick leave shall be charged in not less than one-quarter (1/4) hour. At

the Town Manager's discretion an employee may be advanced sick leave. The Town Manger may also authorize a sick leave bank whereby certain employees may donate accrued sick leave to an employee who is seriously ill.

11-6-a . 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.

11-6-b-1. 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.

11-6-b-2. 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), the employee's department head will be so notified by the Human Resources Department. 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.

11-6-c. 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.

11-6-d. 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.

11-6-e. Sick Leave Upon Retirement/Resignation. Any employee with ten (10) or more years of Town service who separates from the Town service shall have his or her total accumulation of sick leave time, not to exceed 120 days, transferred to his or her vacation time for the purposes of separation pay. Any employee with less than ten (10) years of Town service who separates from the Town service shall have one-quarter (1/4) of his or her total accumulation of sick leave, up to a maximum of thirty (30) days, transferred to the employee's balance of unused vacation for the purposes of separation pay.

11-6-f. Payment Upon Death. In the event of an employee's death, his spouse and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave up to a maximum of one hundred twenty (120) days as severance pay.

11-7 Injury Leave: Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his or her duties.

11-7-a Use of Injury Leave. In event that an employee of the Town is injured while at work and as a consequence of said injury, receives worker's compensation disability pay, said employee shall receive worker's 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, except when otherwise provided by a collective bargaining agreement. At the end of said twelve (12) months, such supplemental benefits shall cease.

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.

11-7-b. Temporary Disability. In the case of injuries causing temporary disability for periods of time less than seven 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.

11-7-c. Reporting an Injury. 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 contact the worker's compensation carrier directly and make a full report on an Accident Report and Investigation Form and forward it to the Human Resources Department. 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.

11-7-d. Lost time under injury leave shall not be charged to vacation or sick leave accruals, however, if an employee is out more than three (3) days as the result of an on the job injury, it will be counted against the employee's Family and Medical Leave Act benefit time for the year.

11-8. Compensatory Leave: Compensatory leave may be granted in lieu of payment for overtime worked as provided in Article (5) of these rules governing overtime and in accordance with Section 31-71 (b) of the Connecticut General Statutes. Such compensatory leave shall be scheduled by the department head at a time convenient to the operation of the department. Compensatory time should be used the same week it accrues or, if that is not possible, the next week.

11-9. Vacation.

11-9-a. Accrual. Annual vacation leave with pay shall be earned by all regular full-time employees and part-time benefitted employees working on or before July 1, 2012 whose normal work week is twenty (20) hours or more in the following manner:

<u>FULL YEARS OF SERVICE</u>	<u>DAY PER FULL MONTH OF CONTINUOUS SERVICE</u>	<u>MAXIMUM EARNED DAYS PER YEAR OF CONTINUOUS SERVICE</u>
Date of hire through 4 th full year	5/6 day	10 Days
More than 4 years. Through 6 th full year	1 1/4 days	15 days
More than 6 years Through 9 th full year	1 1/3 days	16 days
More than 9 years Through 12 th full year	1 1/2 days	18 days
More than 12 full years	1 2/3 days	20 days

11-9-b. Annual vacation leave will be front loaded at the beginning of every fiscal year for Department Directors and other exempt personnel as deemed appropriate by the Town Manager. A pro rata amount will be paid to newly hired Department Directors and eligible exempt personnel based on the number of months employed in the fiscal year of their hire date. Said employee will be credited one month of vacation time for any day(s) worked in that particular month. Vacation will be earned according the following schedule:

<u>FULL YEARS OF SERVICE</u>	<u>DAYS PER FULL MONTH OF CONTINUOUS SERVICE</u>	<u>MAXIMUM EARNED DAYS PER YEAR OF CONTINUOUS SERVICE</u>
Date of Hire through 6 th full year	1 1/4 days	15 days
More than 6 years Through 9 th full year	1 1/2 days	18 days
More than 9 full years	1 2/3 days	20 days

Vacation time must be used within one (1) year from the date when it accrues, unless other arrangements are approved in writing by the Town Manager. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. At the Town Manager's discretion, an employee may be advanced vacation leave.

11-10-a. Scheduling. Employees shall apply for vacation leave to their department head on a request for leave form in accordance to the provisions of Section 11-4. Vacations shall be scheduled by each department head in accordance with departmental requirements, giving preference to employee choice according to seniority, subject to the grievance procedure prescribed in Article 10.

11-10-b. Holiday Celebrated During Vacation Leave. When an observed holiday, as established by these rules and regulations, occurs during an employee's vacation, said holiday shall not be charged against the employee's earned vacation time.

11-10-c. Sickness While on Vacation. An employee who becomes ill while on vacation leave may not charge such illness to sick leave, unless the employee files with his or her department head a physician's certificate describing the nature and duration of the illness.

11-10-d. Break in Service and Transfers. Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees. An employee who is transferred between departments shall retain all accrued vacation time.

11-10-e. Accrued Vacation Credit Upon Separation from Town Service. Employees who resign in good standing or who are laid off for lack of work after employment of six (6) 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 purpose of this section to resign in good standing, an employee shall give his Supervisor 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 Department Head 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.

In the event of an employee's death, his spouse, and/or minor children and, if none, his estate, shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

11-10-f. Vacation Pay. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation except as provided in Subsection e of this section for termination of employment or when express permission has been granted by the Town Manager.

11-11. Family & Medical Leave. An eligible employee may be granted a leave of absence with or without pay under the Town of Enfield Family and Medical Leave Policy as outlined below.

**TOWN OF ENFIELD
FAMILY/MEDICAL LEAVE POLICY**

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE

Employment Eligibility	Employed at least 12 months and Work at least 1250 hours during the Fiscal year.	Same.	Same
Effective Date	August 5, 1993 for non-bargaining Unit employees; February 5, 1994 For union members.	Same.	Same
Who qualifies?	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.
Serious Health Condition Defined	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 treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.	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 treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
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 than the leave cannot be taken on the same scheduled workdays.	12 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 workdays, 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 reinstatement or to benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.</p>	Same.	Same.
Notification	Employee must provide 30 days notice when need for leave is foreseeable. Otherwise notice must be given as soon as practicable.	Same.	Same.
Medical Certification	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.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
<p align="center">Second and Third Opinions</p>	<p>The Town may request and pay for a second opinion from a physician of the Town's choice.</p> <p>Either the employee or the Town may request a third opinion if the 1st 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.</p>	<p align="center">Not applicable.</p>	<p>The Town may request and pay for a second opinion from a physician of the Town's choice.</p> <p>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.</p>
<p align="center">Certification for Return to Work</p>	<p>Certification of fitness for duty may be required of all employees taking FMLA leave.</p>	<p>Certification of fitness for duty may be required of all employees taking FMLA leave.</p>	<p align="center">Not applicable.</p>
<p align="center">Relationship to Paid Leave</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 align="center">Sick Leave and Vacation Leave Accruals</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 align="center">Same.</p>	<p align="center">Same.</p>

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, SPOUSE OR PARENT
<p align="center">Maintenance of Medical, Dental and Life Insurance Benefits</p>	<p>The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee makes 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 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 result 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 unless the employee opts to continue coverage at his expense.</p>	<p align="center">Same.</p>	<p align="center">Same.</p>

<p>Miscellaneous</p>	<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 and 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 Family & Medical Leave shall be measured forward from the date any employee's first Family & Medical Leave begins or is designated as the start date.</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>
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11-12. Other Leave With Pay: Regular employees may be granted leave with pay in accordance with the following:

11-12-a.

(1) Training. With the 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.

(2) Special. The Town Manager may authorize either full or partial days off in addition to those already authorized in the rules and procedures to permit the closing of some or all Town offices in such instances as severe weather conditions, public celebrations and days of mourning.

11-12-b. Jury Duty. Regular employees shall be granted a 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 total salary for the same pay period. The employee shall notify his department head of scheduled jury duty in advance on a request for leave form in the manner prescribed in Section 11-4 of the Article.

11-12-c. Funeral Leave: Three (3) days special leave with pay shall be granted for death in the immediate family of an employee or the immediate family of his spouse. "Immediate family" for the purposes of this clause is defined as: spouse, parents, grandparents, brother, sister, child, brother-in-law, sister-in-law, grandchild, step child, son-in-law, daughter-in-law, aunt, uncle and any relation who is domiciled in the employee's household.

11-12-d. Rest Periods: Unless provided for otherwise in a collective bargaining agreement, each full time employee shall be permitted a ten (10) minute rest period noncumulative during each half of the daily schedule, if convenient to the operation of the Town.

11-12-e. Military Training Leave: A regular full-time employee 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 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 prescribed by the Town Manager in accordance to Section 11-4 of this Article. Employees who are actually activated for military service will be accorded all rights accorded to them by applicable federal and state law.

11-13. Leave Without Pay. When the interests 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 six (6) months, unless extended by the Town Manager.

11-14. 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 these rules shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive work days, or on three (3) 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.

11-15. Loss of Holiday, Vacation or Sick 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 suspended for more than ten (10) working days in any calendar month or is absent without leave for three 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.

11-16. Insurance Benefits on Leave: For any employee who is granted a leave of absence without pay for a period that exceeds one calendar month, unless the employee is out under the Family and Medical Leave Act, such employee's insurance benefits shall terminate on the first day of the month following the beginning of his absence unless such employee requests that his insurance benefits be continued under Cobra and submits the premium costs for such benefits to the Town for the duration of the absence.

11-17. Catastrophic Leave. In the event of a non-occupational prolonged hospitalization, terminal illness or catastrophic illness or disease which has disabled an employee from the performance of his or her employment duties, the Town Manager may grant a leave (exclusive of leave under the Family and Medical Leave Act) with pay for a period not to exceed forty-five (45) working days commencing when all other leave benefits have been exhausted. Such leave shall not be cumulative and shall cease upon the employee's return to work or the expiration date of such leave, whichever comes first. The Town Manager may grant extensions of such leave for periods not to exceed a total accumulation of forty-five working (45) days. During such catastrophic leave, the employee's insurance benefits shall continue in effect.

ARTICLE 12

GROUP INSURANCE BENEFITS

12-1. General. 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. To be qualified, employees must regularly work full time consisting of at least thirty-five (35) or more hours per week for the Town. Any employee working less than 35 hours per week and receiving health insurance benefits on or before July 1, 2012 shall be considered "grandfathered" for purposes of this section. These programs may be amended from time to time.

The employee will be required to pay a portion of the premium as determined by the Town. Payment will be made through payroll deduction. Said payment will be treated in accordance with section 125 of the I.R.S. Code.

12-2. High Deductible Health Care Plan with a Health Savings Account
Effective July 1, 2014, 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"). Full details of the group insurance benefits outlined herein are available for 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 15th.

Effective 2015-2016 and every year thereafter, one-half of the Town's contribution toward the deductible will be deposited into the HSA accounts on or before July 15th and the remaining one-half will be deposited in the HSA accounts on or before January 15th.

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.

Health Insurance Buy-Back

Alternatively, employees may opt out of the Town's health and dental insurance program. An employee who is covered under alternate health insurance that is not provided by either 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. Employees eligible for health and dental coverage under the Town's plan who waives the same shall receive one of the following:

- \$500 if employee is eligible for individual health and dental coverage;
- \$1,000 if employee is eligible for health and dental coverage for 2 persons;
- \$1,500 if employee is eligible for health and dental coverage for more than 2 persons.

The employee must waive both health and dental insurance to be eligible for this benefit. This annual benefit will be paid to employees in the month of July. A pro rata amount will be paid to eligible employees based on the number of months, and level of coverage, in the fiscal year that they have declined health insurance for themselves, their spouse and dependents.

COBRA Option. Any employee who is covered by the Town's group health insurance and leaves employment from the Town for reasons other than gross misconduct may continue their health insurance coverage for a period of 24 months if insurance is lost due to termination of employment or a reduction in hours or 36 months if the coverage would be lost for any other reason. This will be offered to the employee at their own cost and the premiums must be pre-paid in a timely manner or the coverage will be terminated.

12-3. **Life Insurance.** The Town shall pay the full cost of group life insurance in the amount of \$100,000.00 for regular full time employees who regularly work thirty-five (35) or more hours per week for the Town and part-time benefitted employees working on or before July 1, 2012, (exclusive of part-time employees working less than 35 hours per week, seasonal and temporary employees). Employees covered by collective bargaining agreements may be insured at different amounts and may be required to pay part of the premium. Upon separation from Town service, an employee may opt to continue his life insurance coverage at his own expense. Retirees who retired prior to July 1, 1989 shall receive life insurance in the amount of \$1,500.00. Retirees who retire after that date shall receive \$5,000 in life insurance.

12-4. **Accidental Death and Dismemberment Insurance.** The Town shall provide accidental death and dismemberment insurance for employees who regularly work thirty five (35) or more hours per week and part-time benefitted employees working on or before July 1, 2012, (exclusive of part-time employees working less than 35 hours per week, seasonal and temporary employees). (This insurance, in addition to any 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. Where there is a conflict between the benefits listed below and benefits provided for in a collective bargaining, the benefits in the collective bargaining agreement shall supersede the benefits listed here. 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

12-5. **Disability Income.** The Town shall pay the full cost of the insurance premium for employees who regularly work thirty-five (35) or more hours per week for the town and part-time benefitted employees working on or before July 1, 2012, (exclusive of part-time employees working less than 35 hours per week, seasonal and temporary employees) or shall self-insure, for each employee's weekly disability benefits of \$400 per week for full-time employees and \$250 for permanent part-time employees for a maximum of thirteen (13) weeks for total disability as a result of a non-occupational accidental injury or sickness as provided for in the insurance contract in force, commencing after the employee's sick and vacation leave benefits have expired. Benefits under existing collective bargaining agreements may differ from the above and will prevail over this benefit.

12-6. **Anthem Blue Cross65/Blue Shield 65 - Retired Employees.**

- 12-6-a. Eligibility. Any employee, with a minimum of ten (10) years of Town service and who has worked for the Town until age 55 or later and has either
1. retired from the Town of Enfield under Article 13-1 (Retirement) or
 2. who receives retirement income either from the Town or as a result of service with the Town, shall be eligible for BC/BS 65, upon attaining age 65.

12-6-b. Enrollment. Employees enrolled in the Town's group **Health Insurance Plan** 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.

12-6-c. Type of Plan and Benefits. The hospital and medical insurance plan shall be the Anthem Blue Cross/Blue Shield 65 Plan as prescribed by the contract in force.

12-6-d. The Town shall pay the full Anthem Blue Cross /Blue Shield 65 Premium of each subscribing retiree.

12-6-e. Retirees shall be able to purchase Blue Cross /Blue Shield 65 coverage for their spouses at the Towns' COBRA 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.

12-6-f. Retirees and spouses may continue on the regular insurance plan at their own cost until they are eligible for Blue Cross/Blue Shield 65. If a retiree elects to stay with the Town's health insurance, then the Town will continue to fund 50% of the retiree's HSA deductible amount as outlined in the health insurance plan. However, once the retiree reaches age 65, the Town shall have no obligation to make any HSA contribution.

ARTICLE 13

RETIREMENT PLAN

13-1. Town Employee Retirement Plan (excludes Police)

13-1-a. Eligibility. A full-time or part-time benefitted employee working on or before July 1, 2012, (exclusive of part-time employees working less than 35 hours per week, seasonal and temporary employees) is eligible to join the Pension Plan if the employee has been employed by the Town for one (1) year of service and is at least 25 years of age.

Employees hired after July 1, 1999 who regularly work 20 or more hours per week must enroll in the pension plan once they become eligible in accordance with section 414(h) of the IRS Code.

13-1-b. Retirement Income. At Normal Retirement Date (age 65) income will be 2% of final average earnings (highest 4 of last 10 July 1st earnings), multiplied by the number of years of credited service.

13-1-c. Contributions. Employees will contribute 3.5% of base earnings.

1. The Town contributes the remainder of the amount necessary to provide an employee's retirement income.

13-1-d. An employee becomes 100% vested after five (5) years of service in the Plan. Prior to attaining five (5) years of service, the employee is entitled only to his contributions plus the interest earned on such contributions upon separation from Town service.

13-1-e. Social Security. Pension benefits from the plan are in addition to any Social Security benefits payable to the retiree.

13-1-f. Early Retirement. Early retirement can occur anytime between the first day of the month on or following an employee's 55th birthday and their normal retirement date.

13-1-g. Late Retirement. Late Retirement occurs when an employee retires after the normal retirement date.

13-2. Police Retirement Plan.

13-2-a. Eligibility. A regular, full-time police officer or full-time animal control officer of the Town of Enfield Police Department shall be eligible to become covered and start accumulating benefits under the retirement plan on the first day of the month following his or her original employment date.

13-2-b. Type of Plan and Benefits. Any employee who retires on his normal retirement date (50 years of age and 20 years of service) shall receive 52.5% of final earnings (last July 1 earnings) plus 2% for each year of service over 20 years.

13-2-c. Employees vest after ten (10) years of service.

13-2-d. Contributions.

1. Employees contribute 7% of base pay to retirement plan.
2. The Town contributes the remainder of the amount necessary to provide retirement income.

See contract for more specific language

ARTICLE 14

SEPARATION PAY

14-1. Resignation. Employees who resign in good standing or who are laid off for lack of work after employment of six (6) 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 (see also 11-6-e).

14-2. Termination. Employees entitled to vacation leave who are terminated for cause may, at the discretion of the Town Manager, be granted part or all of their accrued vacation leave.

14-3. Multiple Departments. Employees who are transferred, promoted or demoted from a position in one department to a position in another department without a break in their continuity of service, unless transferred, promoted or demoted to a position recognized under a collective bargaining agreement, may carry their accrued vacation leave with them to their new position.

14-4. Payment Upon Death. Accrued vacation leave or authorized overtime for which payment is due shall be considered to be earned and payable upon death of an employee to such person or persons entitled by law to receive any compensation due such employee (General Statutes, State of Connecticut, Section 45a-273, as amended).

ARTICLE 15

GENERAL PROHIBITIONS

15-1. Political Activity. (in accordance with Sec. 7-421 of Conn. General Statutes).

- (a) No person employed in the classified service may (1) use his or her official authority for

influence for the purpose of interfering with or affecting the result of an election or nomination for office or (2) directly or indirectly coerce, attempt to coerce, command or advise a state or local officer or employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes.

(b) A person employed in the classified service retains the right to vote as he chooses and to express his opinions on political subjects and candidates and shall be free to participate actively in political management and campaigns. Such activity may include but shall not be limited to, membership and holding of office in a political party, organization or club, campaigning for a candidate in a partisan election by making speeches, writing on behalf of the candidate or soliciting votes in support of or in opposition to a candidate and making contributions of time and money to political parties, committees or other agencies engaged in political action, except that no classified employee shall engage in such activity while on duty or within any period of time during which such employee is expected to perform services for which he receives compensation from the Town of Enfield and no such employee shall utilize municipal funds, supplies, vehicles or facilities to secure support for or oppose any candidate, party or issue in a political partisan election.

15-2. Conflicting Employment. No employee in the classified service shall engage in any type of activity or employment, which conflicts with the best interests of the Town

ARTICLE 16

MANAGEMENT RIGHTS

16-1. Management Rights. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of these policies, the Town 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 these policies, 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:

16-1-a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.

16-1-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.

16-1-c. To discontinue processes or operations or to discontinue their performance by employees.

16-1-d. To select and to determine the number and types of employees required to perform the Town's operations.

16-1-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.

16-1-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.

16-1-g. To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

16-1-h. To establish contracts or sub-contracts for municipal operations, provided that this

right shall not be used for the purpose or intention of undermining any Unions or of discriminating against its members.

16-1-i. To create job descriptions and to revise existing job descriptions.

Such rights and responsibilities are inherent in the Town Manager and department heads by virtue of statutory and Charter provisions; consequently, actions with respect to such rights and responsibilities are not subject to review.

ARTICLE 17

MISCELLANEOUS

17-1. Tuition Reimbursement Policy. Non-union employees (exclusive of police department administration personnel) with six (6) months of continuous service may apply for a reimbursement for a course or seminar for a certificate or toward a degree at an accredited college. The employee must submit to their department head for approval (prior to the commencement of the course) a description of the course to be taken and the degree to which this course is credited, if applicable. This application must then be submitted to the Human Resources Department and the Town Manager for approval.

The Director of Human Resources 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 with the Town. If the application is approved, the employee will be reimbursed 80% of tuition costs up to \$600 (not including books) 60 days after the submission of passing grades. The maximum allowance per fiscal year will be \$1,200 per employee.

The Town reserves the right to limit the education refund program based on availability of funds.

Employees covered under collective bargaining agreements may be entitled to tuition reimbursement benefits pursuant to their collective bargaining agreements.

17-2. Drug Free Workplace Policy. It is the policy of the Town of Enfield to provide a work environment that is totally free from the illegal use of controlled substances, drugs or alcohol. Accordingly, the unlawful manufacture, distribution, dispensing, possession, or usage of controlled substances or drugs is strictly prohibited at all work stations, town sites, in town vehicles, in town facilities and by all town employees at all times while they are acting in their capacity as employees, as is the consumption of, or being under the influence of, alcoholic beverages while they are acting in their capacity as Town employees. Any employee found in violation of this policy will be subject to discipline up to and including dismissal and/or may be required to successfully complete counseling or a rehabilitation program. Discipline will be as follows:

1. An initial violation shall, at a minimum, result in the issuance of a written warning and a voluntary referral to the Employee Assistance Program.
2. Subsequent violations within a six (6) month period shall result in a minimum of a one day suspension and mandatory referral to the Employee Assistance Program.
3. Additional violations shall be handled in accordance with progressive discipline up to and including dismissal. However, the department head may, prior to dismissal, provide the employee with the option of undergoing a professional substance abuse program at the employee's expense. The employee would be required as a condition of continued employment to complete the recommended program. Failure to do so or any subsequent drug or alcohol related violations will result in termination of employment.
4. Conviction of a criminal violation involving controlled substances during working hours shall result in the termination of employment. A conviction outside of working hours shall also result in termination if the conviction is a felony involving the sale or distribution of a controlled substance. A misdemeanor conviction outside of working

hours involving the sale or distribution of a controlled substance may result in the imposition of disciplinary action, up to and including, the termination of employment.

17-2-b. Immediate actions.

1. Criminal Activity - Suspected criminal activity while at work will be reported immediately to the police.
2. Relief from duty - Any employee considered to be impaired by controlled substances or alcohol while on the job will be relieved of his/her duties. The employee will be offered a ride home or if the employee considers himself ill, a ride to a medical facility will be provided. If the employee refuses a ride home or to a medical facility, the police will be notified.

17-2-c. In establishing a Drug-Free Workplace, it is the Town's policy that there will be ongoing drug education about the dangers of drug use and drug use in the workplace. The Town maintains a list of approved drug counseling services in the Enfield area in the EAP office. The EAP personnel are qualified professionals who will make a confidential assessment and referral for services and treatment for substance abuse and personal problems. The EAP personnel will also see employees who are self-referrals for substance abuse and personal problems affecting them, their dependents, and their work performance.

17-2-d. Under the Federal Act, employees must, as a condition of continued employment with the Town:

1. Abide by the terms of the Drug Free Workplace policy as presented.
2. Notify their supervisor or department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

17-2-e. It is a requirement of the Federal Act that upon receipt of notice of a conviction of a drug statute violation committed in the workplace that the Town notify any Federal Agency providing a grant for that department. The Town must give such notice within ten (10) days, and within 30 days of receiving such notification either take appropriate personnel action against the employee, up to and including termination of employment, or require the employee to participate in an approved drug abuse assistance or rehabilitation program. Disciplinary action against the employee convicted of a criminal drug statute violation will depend on the nature of the violation, the sentence imposed and employee work history. However, the employee's failure to notify the Town of such a criminal drug statute conviction committed in the workplace within five (5) days as required by the policy will result in termination of employment.

17-3. Safety. The Town of Enfield recognizes that every employee is entitled to work under the safest possible conditions available. Every effort will be made by the Town to provide such conditions and to promote proper attitudes towards injury and illness prevention.

The first step towards providing a safe working environment for employees is the safety program which includes the following:

- a. Quarterly loss control meetings for all union and non-union employee groups.
- b. Safety and health inspections to identify and eliminate any unsafe working conditions or practices.
- c. Required safety training, immunizations and personal protective equipment for protection from occupational injuries and diseases;
- d. Prompt and thorough accident investigations including the initiation of corrective measures to be used towards creating safer working conditions;
- e. Ongoing enforcement of the safety rules and regulations provided by safety committees and division/department heads.

It is the basic responsibility shared by everyone to make safety realization a part of their daily concern. Employees are obligated to observe the rules and to use all safety information and equipment provided. Employees must immediately report unsafe conditions or equipment immediately to their supervisors to insure the safety of all Town employees.

17-4. Seatbelt Policy. In recognition of Public Act 85-429, which went into effect January 1, 1986 the Town of Enfield adopted a uniform policy regarding the use of seatbelts by its employees while engaged in conducting Town business, and it is hereby amended as follows.

17-4-a. Applicability. This policy, except where noted, will apply to all Town employees conducting Town business while driving any Town or private vehicle.

17-4-b. Policy. All Town employees shall wear seatbelts at all times while either driving or as a passenger in a moving Town or private vehicle that is engaged in conducting Town business. This policy shall include all regular cars, vans, trucks, and special purpose vehicles (for purpose of this policy a special purpose vehicle is defined as one whose use is not normally intended for over the road travel).

17-4-c. Exceptions to this policy are: refuse and recycling vehicles, emergency vehicles, and public buses (including school buses) when riding in a passenger seat.

17-5. Professional Fees and Licenses. The Town shall pay the cost of work related and professional fees or licenses and the annual maintenance of such licenses if the Town requires them as a condition of employment.

17-6. Deferred Compensation Plan. The Town shall continue established procedures for enrolling employees in the existing deferred compensation plan(s). Participation in this plan shall be at the discretion of each individual employee.

17-7. Employee Assistance Program. In the event that employees encounter personal problems that affect their lives and livelihoods, the Town of Enfield offers its employees the opportunity to obtain assistance through the Employee Assistance Program which provides confidential counseling and referral services to employees and their families during these times.

17-7-a. Employees who feel the assistance of the program would be helpful may contact the Training/Employee Relations Coordinator.

17-7-b. The Police Department is also enrolled in the POST Program. Employees of the police department may contact POST in addition to the Training/Employee Relations Coordinator. Information on POST can be obtained through the Police Department.

17-8. Personal Appearance. The employees of the Town of Enfield should always present themselves in dress and grooming suited to the work which they perform. Certain departments may establish codes of proper dress and grooming which relate to the public contact, safety, hygiene or nature of the work being performed subject to overall approval of the Town Manager. Clean and modest attire is appropriate for all employees. The Town reserves the right to issue uniforms to employees and require that they wear them.

17-9. Smoke Free Workplace. The buildings and grounds of the Town of Enfield are all smoke-free. No employees will be permitted to smoke in these buildings or on the grounds, except in a privately owned automobile.

ARTICLE 18

POLICY PROHIBITING WORKPLACE VIOLENCE

18-1 **Zero Tolerance Policy.** The Town of Enfield, Connecticut in order to provide a safe and productive work environment, hereby, adopts the following "zero tolerance" policy for workplace violence. This means the Town will not tolerate violence in the workplace and will make every reasonable effort to prevent violence or threats of violence from occurring.

Each employee shall have the right to work in an environment free from violence. Employees are prohibited from committing any act of violence on or towards another person at any Town work location or worksite. Violence is defined under this policy as acts of physical force against a person; assault; battery; intentionally placing hands upon another with the intent of harming another; intentionally causing harm to another through using any device, weapon or object; provoking another employee or individual to harm another person. Police officers are excepted from this part of this policy to the extent that they are effecting an arrest.

Each employee shall have the right to work in an environment free from threats of violence and from verbal abuse. Threats of violence shall be defined as the use of words or phrases indicating an intent to do physical harm to another. Verbal abuse shall include use of obscene or offensive language designed to humiliate, denigrate, belittle or provoke another person. This shall include the use of racial epithets.

No employee shall bring into or possess in the workplace any weapon. For the purposes of this policy the term "weapon" includes, but is not limited to, any type of firearm or any type of knife with a blade of four inches or longer. Employees are further prohibited from storing any firearm or knife as described above, in any privately owned motor vehicle parked at a Town owned parking lot or at a worksite where one or more Town employees are assigned to work. Police Officers, Armed School Security Officers and/or their Supervisors are exempt from the provisions of this paragraph to the extent that they are carrying weapons issued by the Enfield Police Department or are carrying weapons authorized by the Chief of Police or his designee. For the purposes of this policy the term "workplace" includes all public buildings, facilities, and vehicles owned by the Town of Enfield and worksites where one or more Town employees are assigned to work.

Any employee who witnesses or is subject to an act of violence, use of threatening language or verbal abuse as described in this policy shall immediately notify their supervisor of such act. Any supervisor so notified shall take any necessary remedial measure to ensure the safety of employees and other persons in the immediate area and shall immediately inform their department head and the Director of Human Resources at the first available opportunity. The department head and/or the Director of Human Resources shall promptly investigate the report and take all necessary appropriate actions.

Any employee who violates this policy will be subject to the imposition of discipline, up to and including the termination of their employment from the Town. Additionally, an employee who violates this policy may also be in violation of criminal statutes and may be subject to criminal prosecution.

ARTICLE 19

POLICY PROHIBITING DISCRIMINATION & HARASSMENT

Zero Tolerance Discrimination and Harassment Policy. The Town of Enfield, Connecticut, in order to provide a safe and productive work environment free of discrimination and harassment hereby adopts the following "zero tolerance" policy for workplace discrimination and harassment. This means the Town will not tolerate discrimination and harassment in the workplace and will make every reasonable effort to prevent discrimination and harassment from occurring.

It is the policy of the Town of Enfield to maintain a work environment free from discrimination and harassment where all employees are treated in all respects without discrimination or harassment based upon:

- race,
- national origin,
- color,
- age,
- religion,
- sex,
- sexual orientation,
- military or veteran status,
- past or present mental or physical disability.

SEXUAL HARASSMENT POLICY

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964 as well as Connecticut General Statutes, S46a-60-(a)(8) and is expressly prohibited and will not be tolerated in any form. Sexual harassment shall include, but not be limited to: unwelcome sexual advances, direct or indirect demands or requests for sexual favors, sexual comments, gestures, or other physical actions of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment is behavior, which may include the following examples:

Verbal. Sexual innuendoes, degrading or suggestive comments, repeated pressure for dates, jokes of a sexual nature, unwelcome sexual flirtations, degrading words used to describe an individual, obscene or graphic descriptions of an individual's body and threats that job, wages, assignments, promotions, or working conditions could be affected if the individual does not agree to a suggested sexual relationship.

Non-verbal. Sexually suggestive or offensive objects or pictures (including calendars, pin-ups, movies, DVD's, computer emails with inappropriate pictures or jokes), written comments, suggestive or offensive sounds, whistling, catcalls, or obscene gestures. Treating an employee differently than other employees when they have refused an offer of sexual relations. The following are some examples of such treatment:

- Limiting benefits that other employees traditionally enjoy.
- Refusing to give the employee an earned raise or promotion.
- Performing a negative performance evaluation that does not reflect the employee's actual performance.
- Demotion, termination or forced resignation.

Physical. Unwanted physical contact, which may include touching, patting, pinching, hugging, or regularly brushing against the body of another person.

Sexual harassment may be between a man and a woman or between two members of the same sex. Sexual harassment may occur where a supervisor harasses a subordinate, where a subordinate harasses a supervisor or between two equal employees. Sexual harassment may occur when an outside vendor, contractor, or member of the general public harasses an employee.

Any employee who engages in any action or conduct constituting sexual harassment, who falsely accuses another of sexual harassment, or who retaliates against an employee who has filed a claim of sexual harassment or an employee who gives testimony in support of a claim by another, violates this policy. Any employee who violates this policy is subject to disciplinary action, up to and including, the termination of their employment.

All reports of sexual harassment will be thoroughly and promptly investigated.

Any employee who believes that s/he has suffered sexual harassment shall report the alleged harassment either through the grievance procedure of their collective bargaining agreement (if applicable) or through the Procedure for Reporting a Claim of Sexual Harassment, whichever s/he prefers. To the extent possible, reports of sexual harassment shall be confidential, disclosed only to those having a legitimate reason or need to know.

PROCEDURE FOR REPORTING A CLAIM OF SEXUAL HARASSMENT

Step 1 Any employee who has been the subject of harassing or discriminatory behavior may wish to first discuss, in person or in writing, the incident with the individual responsible. This discussion should focus on the facts and dates of the incident, the resulting feelings, (e.g. anger, humiliation, etc.) and a clear indication that the behavior in question is unwanted and will not be tolerated. This discussion should be documented for possible use at a formal hearing.

If this step appears to be futile, if the employee feels uncomfortable doing this or if the employee is fearful of the harassing person, the employee should proceed to step two.

Step 2 Inform any of the following about the conduct that you find objectionable:

- Your Supervisor
- Your Department Head
- Another Department Head
- Human Resources Director (Steven Bielenda, current ext. 6346)
- Town Manager (Matthew W. Coppler current ext. 6352)

Any of the above can receive and listen to your claim and will treat the information as confidential, disclosed only to those with a legitimate reason or need to know.

Step 3 If the person who receives your claim is not the Director of Human Resources, then the receiver of the claim **must**, without delay, inform the Director of Human Resources of the nature of the claim. The Director of Human Resources will arrange to meet with the employee (complainant) to identify all of the issues, to gather material facts, and to determine if a formal or informal investigation is warranted. All information will be documented and confidential, disclosed only to those with a legitimate reason or need to know.

The employee (complainant) at this point may be asked to provide a written statement of the issues including a list of the employee's concerns, the relevant facts, dates, and names of witnesses to the harassing event(s). The employee will be asked to provide any supporting documentation or evidence of his/her claim.

Step 4 The Director of Human Resources will issue a memorandum to the employee (complainant) confirming the issues that the employee has raised, identifying the facts provided by the employee, and outlining the Town's expectations of the employee to maintain confidentiality and to cooperate fully during the investigation of the claim. The Director of Human Resources may initiate any interim actions that s/he may feel are necessary pending the conduct and outcome of the investigation to protect all parties involved.

Step 5 After the facts are gathered in either a formal or informal investigation, a determination will be made with respect to the employee's claim and, if necessary, appropriate action will be taken, including

disciplinary action. The Director of Human Resources will meet with the person who has been the subject of the claim of sexual harassment and convey to him/her the conclusions that have been reached and the nature of the disciplinary action that will be taken, if applicable. The Director will also meet with the employee who made the claim to inform him/her of the findings and recommendations, and to explain the appeal process if s/he does not agree with the conclusions and recommendations.

Step 6 If the employee who made the claim is not satisfied with the conclusions reached by the Director of Human Resources, a formal written complaint can be made to the Town Manager, the Connecticut Commission on Human Rights and Opportunities or the Equal Employment Opportunity Commission.

If the formal complaint is filed with the Town Manager, s/he will review the written statements and reports filed regarding the claim and may interview any party or witness to the claim. The Manager will then review the recommendations of the Director of Human Resources. The Manager will inform the employee (complainant) and the employee who is the subject of the complaint, in writing, of his/her decision with respect to the formal complaint and any action to be taken.

Town of Enfield Anti-Discrimination Policy
TITLE VI POLICY STATEMENT

The Town of Enfield is committed to ensuring that no person is excluded from participation, denied benefits, or otherwise subjected to discrimination under any program or activity, on the basis of race, color, national origin, sex, age, or disability.

The Town of Enfield, as a recipient of federal financial assistance will ensure full compliance with Title VI of the Civil Rights Act of 1964, as amended, and related statutes and regulations in all Town of Enfield programs and activities.

Any person who believes that he or she has been subjected to discrimination or retaliation based on their race, color, national origin, sex, age, or disability may file a Title VI complaint. Complaints may be filed directly to Town of Enfield or to the complainant or a representative and should include that complainants name, address, and telephone number or other means by which the complainant can be contacted.

Complaints must be filed within 180 days of the date of the alleged discriminatory act. To request additional information on Town of Enfield's non-discrimination obligations or to file a Title VI complaint, please submit your request or complaint in writing to:

Town of Enfield
Department of Human Resources (Title VI Coordinator)
820 Enfield Street
Enfield, CT 06082

Complaint forms can be obtained online at the Town of Enfield website www.enfield-ct.gov
Federal Transit Administration (FTA) Title VI complaints may be filed directly to:
Title VI Program Coordinator
East Building, 5th Floor, TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Federal Highway Administration (FHWA) Title VI complaints may be filed directly to:
Ms. Brenda Armstead, Investigations & Adjudication Team Director
FHWA Office of Civil Rights
1200 New Jersey Avenue, SE, Suite E-81
Washington, DC 20590

Federal Aviation Administration (FAA) Title VI complaints may be filed directly to: Mr. Ossie Jordan,
Civil Rights Officer New England Region Headquarters, ANE-9 18 New England Executive Park
Burlington, MA 02302

ARTICLE 20

COMPUTER/COMMUNICATIONS SYSTEMS USE POLICY

20-1. Purpose. The Town of Enfield, CT recognizes the need for computers and communications systems (electronic mail, voice mail and facsimile) and the vital role they play in assisting Town employees in delivering exceptional public service. The Town recognizes the computer and communications systems as tools and it is expected that these tools will be used in an appropriate manner at all times. The primary purpose of computers and communications systems is to serve Town business. These systems are not for personal use during work hours, and may be used for personal use only by the express permission of a department head during non-work hours. All information and communication on such systems is the property of the Town of Enfield. The following rules are implemented to insure that these valuable Town resources are being properly utilized by employees, contractors, officials and volunteers.

20-2. Levels of Access. Positions in the organization will have varying degrees of computer access and capability. Access level will be determined by the employee's department head in conjunction with the Chief Technology Officer (CTO). Not all positions require or will have computer access. The Town specifically reserves the right to withdraw any computer or communications system access to any employee at any time.

Levels

- a. No access.
- b. Access to view Intranet
- c. Access to Intranet and basic systems (Word, Excel, Outlook, Intranet, etc.).
- d. Access to Intranet, basis systems and internal e-mail.
- e. Access to Intranet, basic systems, secured select systems such as payroll, benefits or HRIS, and internal email.
- f. Access to Intranet, basic systems, secured select systems, internal and external e-mail.
- g. Access to Intranet, basic systems, internal and external e-mail and the Internet.
- h. Access to Intranet, basic systems, secured selected systems, internal and external email and the Internet.

20-3. Policies and Procedures for Computer/Communications Systems. The following policies and procedures are designed for the proper use of the Town's computer and communication systems resources. Violation of these policies will subject the employee to disciplinary action, up to and including the termination of employment. Contractors or vendors who violate this policy will be in breach of their contract with the Town and subject to immediate cancellation of the contractual relationship.

20-3-a. Definitions

- a. Communication Systems-email, voicemail, facsimile and the communications infrastructure.
- b. Computer-all hardware and operating systems.
- c. Hacking/cracking - the unauthorized attempt or entry into any other computer system.
- d. Internet - a worldwide computer network which you can send a letter electronically, chat to people electronically, or search for information on almost any topic. A network of computer networks.
- e. Virus - a computer generated message used to debilitate, destroy or disrupt the proper functioning of a computer or system.
- f. E-mail - electronic messages transmitted via computer to internal users, external users or both.
- g. Internet Service Provider - an entity that provides the initial host connection to the Internet.
- h. Confidential or sensitive information - that information which is used by Town officials or employees in representing the Town in pending legal matters or negotiations of any type which would put the Town at a disadvantage in the negotiation process should the information be disseminated. Additionally, this includes personnel information, health information and financial information regarding any employee of the Town.

20-4. Rules for Computer Use. The following rules are designed for the proper use of Town owned computer and communication systems. As noted in the introductory paragraph to this policy, this is Town owned equipment which must primarily be used for Town business. Town systems shall only be used for personal use during non-work hours and only with the express permission of a department head. All other uses, including but not limited to the following are prohibited.

- a. Town computers and communication systems shall not be used for transmitting or receiving messages that violate the Town's policies prohibiting sexual harassment or workplace violence. Receipt of any messages violating these policies shall be immediately reported by the recipient to his department head who in turn will report this to the Director of Human Resources.
- b. Violating any federal or state law (including all copyright laws) is prohibited.
- c. Vandalizing any hardware, software, computer or communications system is prohibited. Intentionally introducing any computer viruses into the system is strictly prohibited.
- d. The Town systems shall not be used for political purposes.
- e. The Town systems shall not be used for collective bargaining purposes, other than by the Human Resources Department and Union officials communicating with the Human Resources Department.
- f. The system shall not be used for fundraising activities unless approved by the Town Manager.
- g. Hacking or cracking is strictly prohibited. Testing the system's security shall be the responsibility of the IT Department and such testing shall only be conducted under the express authorization of the CTO.
- h. Chain letters, lotteries, games, etc. are prohibited from the Town's computer systems.
- i. Misrepresenting oneself in any communication or attempting/sending any message anonymously is strictly prohibited.
- j. Loading, use and accessing of personal Internet Service Provider accounts (AOL, CompuServe, etc.) on Town owned equipment is prohibited.
- k. Do not tell your password to anyone and do not record it where it may be found. Do not use anyone else's password without their permission and your department head's permission. Attempting to access/use another person's password without the required permission is strictly prohibited.
- l. Do not write anything about anyone that is inflammatory or defamatory. There should be no expectation of privacy with respect to the use of the computer. E-mail is not confidential. Your e-mail and files are the property of the Town. If you don't want to read about it in the newspaper tomorrow or in a court of law or have it read by your supervisor, don't write it.
- m. The system shall not be used for engaging in commercial activity, i.e. conducting a private business.
- n. Employees will not be allowed to access sites that are not work related and the Town employs software designed to limit access to sites that may be offensive. Specifically, any site that displays pornography or nudity shall not be accessed. Attempting to circumvent this software is prohibited. Sites that are offensive or discriminatory based on race, gender, religion, national origin or any other protected classification of persons shall not be accessed by Town employees, unless they are accessed as part of a police investigation and then only after the Chief of Police or his designee has been made aware of the site to be accessed prior to actually accessing it. Any employee who visits a site by accident that is prohibited under this paragraph shall forward the web site address to the CTO for blocking.
- o. No privately owned computers systems, laptop computers or peripherals will be added to the Town system without prior authorization from the CTO. Privately owned software will only be installed on Town computers (including laptops) by the IT Department with proper authorization from a department head and the CTO.
- p. No confidential, attorney-client communication or information related to pending litigation shall be communicated via e-mail. E-mail is subject to discovery and may be subject to the Connecticut Freedom of Information Act. Confidential or sensitive information should more appropriately be communicated in written form or verbally.

- q. Employees shall not transmit confidential or sensitive information via email or facsimile machine to any entity without the express authorization of their Department Head.

Violation of any of the foregoing rules may result in the imposition of disciplinary action, up to and including, the termination of employment.

20-5. Monitoring of Computer Communications Activity. Internet (including all web sites visited), email and use of computers may be monitored for compliance with this policy in accordance with the Connecticut General Statutes Sec. 31-48d. All messages sent over the Town computer and communications systems are the property of the Town. These messages are subject to the discovery process.

20-6. Records Retention. Pursuant to the records retention law in Connecticut e-mail, documents, reports and other public records that need to be saved should be done so in a hard copy format in accordance with the approved records retention schedule. Records retention is the responsibility of public records custodians, including public officials, employees, contractors and volunteers. The IT Department backs up computer source documents for disaster recovery only, not records retention. After a hard copy has been printed of e-mail that must be saved, be sure to delete the message from your mailbox. Promptly delete messages that do not need to be saved.

20-7. Security of Communications. Be advised that others not associated with the Town may be monitoring your Internet communications and that these communications are not secure.

All employees, contractors, officials and volunteers who are granted access to the Town of Enfield computer/communication systems will be required to sign a Computer Use Agreement Form indicating that the employee, contractor or vendor has received a copy of the Town of Enfield Computer/Communications Systems Use Policy and that they agree to be bound by said policy.

ARTICLE 21

ELECTRONIC MONITORING

22-1. Policy Regarding Electronic Monitoring. Pursuant to Public Act 98-142 all Connecticut employers, public and private, are obligated to inform employees of electronic monitoring of an employee's activities or communications that they are engaged in or that they have the capability to engage in.

To comply with this act the Town of Enfield wishes to inform employees of the following monitoring devices that the Town does use or could use to monitor an employee's activities or communications.

Building passwords- security passwords to certain buildings may be retrieved to inform the employer of who has entered a password to enter a building as well as who has entered a password to exit a building. These passwords to date have not been routinely monitored.

E-Mail-the employer has the ability to monitor electronic mail sent from one employee to others and can reproduce this E-mail should the need arise. E-Mail is not routinely monitored by the employer.

Computer communications- documents on the networked servers or on a PC can be monitored by the employer and reproduced should the need arise. Computer communications are not routinely monitored.

Video camera monitoring-certain non-public areas of the Police Department are monitored via video camera. These include, but are not limited to, the booking area and the sally port area. These cameras are routinely monitored.

Internet browsers- the employer has the ability to monitor internet sites visited and will routinely monitor same.

Telephones-the employer has the ability to monitor long distance telephone communications by phone number called and routinely monitors same.

Cellular telephones-the employer has the ability to monitor telephone communications by number called and routinely monitors same.

Facsimile communications-faxes sent over the computer can be reproduced by the employer as needed. These faxes have not been routinely monitored. Faxes sent over a fax machine are not monitored. Fax numbers called are routinely monitored.

APPENDIX A

INVENTORY OF CURRENT POSITIONS

DEPARTMENT HEADS

Assistant Town Manager
Chief of Police
Chief Technology Officer
Director of Economic Development
Director of Emergency Medical Services
Director of Finance
Director of Human Resources
Director of Libraries
Director of Planning & Community Development
Director of Public Safety
Director of Public Works
Director of Social Services
Town Clerk

NON-UNION EMPLOYEES

Administrative Secretary
Assistant Director of Public Works
Assistant Project Director
Benefits Administrator
Community Development Director
Cook
Deputy Chief of Police
Deputy Director of Finance/Treasurer
Deputy Director of Public Works
Deputy Director of Social Services
Deputy Town Clerk
Director of Youth Services
Driver
EMS Captain
EMS Lieutenant
Executive Secretary
Family Resource Center Coordinator
Network Manager
Payroll Clerk
Personnel Administrator
Police Captain
Program Assistant/Craft Coordinator
Records Assistant
Records Manager
Registered Nurse - Adult Day Care
Systems Analyst
Systems Development Manager
Teacher's Aide
Training/Employee Relations Coordinator
Youth Center Assistant
Youth Center Substitute

CLERICAL BARGAINING UNIT

Accounting Clerk
Accounting Clerk - Day Care
Accounts Payable Clerk
Administrative Assistant - Community Development Division
Administrative Assistant - Senior Center
Assessment Clerk
Clerk/Receptionist - General Services Division
Clerk Typist - Assessor's Office
Clerk Typist - Buildings & Grounds Maintenance
Clerk Typist - Engineering Division
Clerk Typist - Fleet Services Division
Clerk Typist - Planning Department
Clerk Typist - Police Department
Clerk Typist - Solid Waste Division
Clerk Typist - Town Clerk's Office
Clerk Typist - WPC Division
Legal Secretary
Police Aide
Secretary I - Building Department
Secretary I - Day Care Center
Secretary I - Neighborhood Services
Secretary I - Parks & Recreation Division
Secretary I - Senior Center
Secretary I - Town Attorney's Office
Secretary I - Youth Services Division
Secretary II - Highway Division
Secretary III - Economic Development Department
Secretary III - Finance Department
Secretary III - Planning Department
Secretary III - Public Works Department
Secretary III - Social Services Department
Tax Clerk I
Tax Clerk II

POLICE BARGAINING UNIT

Animal Control Officer
Detective
Police Lieutenant - Detective Division
Police Lieutenant - Patrol
Police Officer
Police Sergeant
Traffic Safety Officer

SUPERVISORY EMPLOYEES BARGAINING UNIT

Adult Day Care Center Director
Assessor
Building Official
Bus Supervisor
Collector of Revenue
Deputy Director of Day Care

Executive Director of Day Care
Fleet Services Supervisor
Head Teacher
Recreation Supervisor
Senior Assistant Town Attorney
Senior Caseworker
Senior Citizens Center Director
Superintendent of Highways
Superintendent of Solid Waste
Superintendent of WPC
Town Engineer
Youth Services Coordinator

**PROFESSIONAL & TECHNICAL EMPLOYEES
BARGAINING UNIT**

Administrative Supervisor
Adult Day Care Center Aide
Assessment Aide
Assistant Building Official
Assistant Library Director
Assistant Town Attorney
Assistant Town Clerk
Assistant Town Engineer
Assistant Town Planner
Building & Grounds Supervisor
Caseworker
Civil Engineer
Database Analyst
Delinquent Tax Collector
Deputy Assessor
Engineering Technician I
Engineering Technician II
Grants Accountant
Head of Children's/Teen Services
Highway/Solid Waste Supervisor
Housing Code Inspector
Information Systems Technician
ITT Telecommunications Coordinator
Programmer Analyst I
Programmer Analyst II
Project Manager
Purchasing Assistant
Recreation Coordinator
Reference Librarian
Supervisor, WPC
Teacher
Teacher Assistant
Teacher/Nurse for Infant Program
Technical Project Coordinator
Technical Support Analyst
Webmaster
Youth Counselor I
Youth Counselor II
Zoning Enforcement Officer

**PUBLIC WORKS - LIBRARY - POLICE DISPATCHERS
BARGAINING UNIT**

PUBLIC WORKS

Attendant I
Attendant II
Attendant II Mechanic
Building Custodian
Building Maintainer I
Building Maintainer II
Crew Leader
Equipment Operator I - Buildings & Grounds Maintenance Division
Equipment Operator I - Fleet Services Division
Equipment Operator I - Highway Division
Equipment Operator I - Solid Waste Division
Equipment Operator II - Highway Division
Equipment Operator II - Solid Waste Division
Lead Attendant I
Lead Attendant II/Lab Technical
Lead Attendant II/Shift Operator Lab
Lead Mechanic
Mechanic
Mechanic (Electrical/Instrumentation) - WPC
Mechanic HVAC
Operator - WPC
Refuse Collector

LIBRARY DEPARTMENT

Administrative Assistant
Audiovisual Librarian
Branch Librarian
Children's/Teen Librarian
Coordinator of Children's Services
Head of Circulation
Library Assistant
Library Reference Assistant
Technical Processor

POLICE DEPARTMENT

Civilian Dispatcher

**EMERGENCY MEDICAL SERVICES
BARGAINING UNIT**

Emergency Medical Technician
Paramedic