



**AGENDA
ENFIELD TOWN COUNCIL
SPECIAL VIRTUAL MEETING**

Wednesday, May 13, 2020 – 5:00 PM

[Available Live on YouTube](https://youtu.be/aQ58JwH-wUE)
<https://youtu.be/aQ58JwH-wUE>

1. Roll Call

2. Executive Session

➤ **800 Enfield Street**

3. Items for Discussion:

- A. Discussion/Resolution:** Request for Transfer of Funds for Youth Services Enhancement Grant \$4,500.
- B. Discussion/Resolution:** Request for Transfer of Funds for Youth Services United Way Grant \$1,400.
- C. Discussion/Resolution:** Resolution to Appropriate Funds for Revaluation.
- D. Discussion/Resolution:** Resolution Authorizing the Town Manager to Enter into Agreement with North Central Area Agency on Aging for FY 2020.
- E. Discussion/Resolution:** Resolution Authorizing the Town Manager to Enter into a Multi-Year Agreement with Asset Finance Group Inc for Palo Alto Security Suite.
- F. Discussion/Resolution:** Resolution to Approve a Three-year Collective Bargaining Agreement with CSEA, Local # 2001 Supervisory Union.
- G. Discussion/Resolution:** Resolution to Approve a Three-year Collective Bargaining Agreement with CSEA, Local # 2001 Professional & Technical Union.
- H. Discussion/Resolution:** Resolution Authorizing Town Manager to Sign an Application and Execute Assistance Agreement with State of Connecticut Department of Housing for the 2020 Community Development Block Grant Small Cities Program for Homeless Shelter Diversion Program Funds.
- I. Discussion/Resolution:** Resolution Authorizing Town Manager to Sign an Application and Execute Assistance Agreement with State of Connecticut Department of Housing for the 2020 Community Development Block Grant Small Cities Program for Housing Rehabilitation Loan Program.
- J. Discussion/Resolution:** Resolution to Expend the Sum of \$110,000 form the Department of Public Works Highway Division Operating Funds for Repairs to Sections of Somers Road and Moody Road.

4. Adjournment



TOWN OF ENFIELD

April 2, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds for Youth Services Enhancement Grant \$4,500

Councilors:

Highlights:

- This transfer will purchase laptops for Social Workers and Essential staff to work remotely during COVID-19 Pandemic.
- Staff need to stay in contact with clients and participants via telehealth counseling, zoom meetings, conduct group sessions and to keep the community informed through social media.
- Staff are currently struggling accommodating remote work using a home computer
- This transfer stays within the guidelines of the grant and has been approved by funder.

Budget Impact:

There is no budget impact.

Recommendation:

That the Town Council adopt the attached resolution.

Respectfully Submitted,

Cynthia Guerri
Director of Social Services

Attachments:

1. Resolution.

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

RESOLUTION NO. _____

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

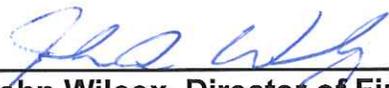
TO: Youth Services Enhancement Grant

Technology Equipment	22046084-573400	\$4,500
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FROM: Youth Services Enhancement Grant

Professional Development	22046084-532200	\$1,295
Other Professional Services	22046084-533900	\$3,205

CERTIFICATION: I hereby certify that the above-stated funds are available as of April 2, 2020.



John Wilcox, Director of Finance

5/11/2020
Date: _____

APPROVED BY:  _____ Town Manager

Date: 5/10/20



TOWN OF ENFIELD

April 2, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds for Youth Services United Way Grant \$1,400

Councilors:

Highlights:

- Youth Services received a United Way Suicide Prevention Grant.
- During COVID-19 in order to provide mental health support, counseling, and services, social workers and essential staff need work cell phones to remotely support youth and their families.
- Purpose of this grant is to promote and provide mental health awareness, education, and services to youth, families, and community.
- This transfer stays within the guidelines of the grant.

Budget Impact:

There is no budget impact.

Recommendation:

That the Town Council adopt the attached resolution.

Respectfully Submitted,

Cynthia Guerreri
Director of Social Services

Attachments:

1. Resolution.

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

RESOLUTION NO. _____

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

TO: Youth & Family Services United Way Grant

Telephone	22046602-553100	\$1,400
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FROM: Youth & Family Services United Way Grant

Professional Development	22046602-532200	\$1,400
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CERTIFICATION: I hereby certify that the above-stated funds are available as of April 1, 2020.



John Wilcox, Director of Finance

5/11/2020
Date: _____

APPROVED BY:  _____ Town Manager

Date: 5/10/20



TOWN OF ENFIELD

May 7, 2020

Honorable Member
Water Pollution Control Authority
Enfield, Connecticut

Subject: Resolution to Appropriate Funds for Revaluation

Councilors:

Highlights:

- The Town is required by State statute to complete a revaluation of property every 5 years.
- The next required revaluation is for the October 1, 2021 grand list which will be used in the FY2022/2023 budget.
- To avoid significant fluctuations in the budget, funds are set aside annually to in a special revenue fund to pay for the revaluation services
- Vision Appraisal was selected through a competitive building process to perform the revaluation.

Budget Impact:

Because we set aside funds annually for these services, there will be no budget impact.

Recommendation:

I recommend that the Town Council approve the attached resolution.

Respectfully Submitted,

John A. Wilcox
Director of Finance

Attachments:

1. Resolution

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

RESOLUTION NO. _____

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

TO: Revaluation Fund

Other Professional Expenses	23218300-533900	\$407,000
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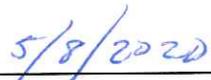
FROM: Revaluation Fund

Appropriated Fund Balance	23204000-499000	\$407,000
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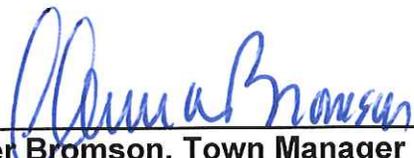
CERTIFICATION: I hereby certify that the above-stated funds are available as of May 7, 2020.



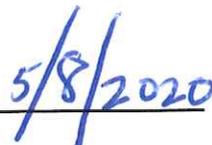
John A. Wilcox, Director of Finance



Date:

APPROVED BY: 

Christopher Bromson, Town Manager



Date:



TOWN OF ENFIELD

April 17, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to enter into agreement with the North Central Area Agency on Aging for FFY 2020

Background:

Social Services submitted and was awarded six (6) grants from NCAAA for funding to support services and programs for seniors age 60. The award contracts have been reviewed by the Town Attorney and all necessary revisions have been made.

- Elderly Outreach
- Isolated Seniors Outreach
- Senior Minor Repair Program
- Congregate Living Nutrition Services
- Grandparents Raising Grandchildren
- Enfield CARES

Budget Impact:

Contract execution allows for invoicing NCAAA for reimbursement for services provided by Social Services

Recommendation:

The Town Council approve the attached Resolution.

Respectfully Submitted,

Cindy Guerreri
Director of Social Services

Attachment:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Authorizing the Town Manager to Enter into Agreement with the North Central Area Agency on Aging for Fiscal Year 2020

WHEREAS, The North Central Area Agency on Aging (NCAAA) provides several grants to the Town's Department of Social Services; and

WHEREAS, the Department of Social Services submitted grant applications to the NCAAA for funds that will be available to the Town in Fiscal Year 2020 for: Elderly Outreach; Isolated Senior Outreach; Senior Minor Repair Program; Nutrition Services; Grandparents Raising Grandchildren; Enfield CARES.

NOW THEREFORE BE IT RESOLVED, that the Town Manager, Christopher W. Bromson, is authorized to enter into and amend contractual instruments in the name and on behalf of the Town of Enfield with the North Central Area Agency on Aging and to affix the Corporate Seal for FY 2020.

Submitted on: April 17, 2020
Submitted by: Cindy Guerreri, Director of Social Services



TOWN OF ENFIELD

April 8, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Enter into a Multi-Year payment with Asset Finance Group, Inc. ("AFG") for Palo Alto Security Suite.

Councilors:

Highlights:

- The Palo Alto Cortex Security Suite will provide 3 years of upgrades, and services for full end to end security of information access for the Municipal, Educational, and Public Safety entities for the Town of Enfield.
- The agreement is a 3-year installment plan that covers all necessary subscriptions, licenses, hardware and services for three fiscal years (2021, 2022, and 2023) at a total investment of \$219,000.
- Installment plan as follows: \$20,000 FY 2020, \$53,000 FY 2021, 73,000 FY 2021, \$73,000 FY 2023
- These security services have been trialed as a Proof of Concept and utilized for remote access to over 1500 employees and more than 2000 students during the coronavirus pandemic.
- The Palo Alto Equipment and Services are part of the Massachusetts Higher Education Consortium (MHEC) which provides 20% discount on all Palo Alto equipment and services. The Manufacturers Suggested Retail Price (MSRP) is \$220,000 per year. With the MHEC contracted savings of 20% the MHEC contracted costs are \$176,000 per year. IT has additionally negotiated a savings of \$103,00 per year for a total cost of \$73,000 per year, or 67% discount off MSRP.

Budget Impact:

There is no impact to the 2020 budget and is part of the IT Proposed 2021 Budget. All terms carry a non-appropriation clause should funding not be available in any subsequent fiscal years.

Recommendation:

That the Town Council approve the attached resolution.

Respectfully Submitted,

Paul A. Russell
Chief Technology Officer

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Authorizing the Town Manager to Enter into an Agreement with
Asset Finance Group, Inc. ("AFG")**

RESOLVED, that the Town Manager, Christopher W. Bromson, is authorized to enter into an agreement in the name and on behalf of the Town of Enfield with Asset Finance Group, Inc. ("AFG").

Submitted: April 8, 2020
Submitted by: Paul A. Russell
Chief Technology Officer
Town of Enfield



TOWN OF ENFIELD

April 23, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to approve a three-year collective bargaining agreement with CSEA-SEIU, Local # 2001 (Supervisory Union)

Councilors:

Highlights:

- On July 8, 2019, contract negotiations for a successor contract commenced between CSEA-SEIU, Local # 2001 (Supervisory Union) and the Town of Enfield.
- The Supervisory Union represents 9 employees.
- Since the contract calls for a 0% wage increase for FY19-20, there is no retro wage increase. Three (3 %) wage increase for FY 20-21 and FY 21-22.
- The employee's premium share for health insurance will stay at 17% but on July 1, 2021 language has been added for mandatory physical exams for spouses. Failure to comply will increase employee premium to 22%.
- The Union majority ratified these contract changes on April 14, 2020.
- To meet the 10-day posting process, this proposed new contract will be "tabled" at the May 4th Town Council meeting, posted on the Town's website under Human Resources and posted with the Town Clerk.
- To meet the statutory deadline, the Town Council must act on this contract by May 18, 2020 or else this contract will be deemed "approved" under § C.G.S. Sec. 7-474.

Budget Impact:

The estimated net increase to the budget over a three-year period is \$59,239 dollars or averaged to 2.00% annually.

Recommendation:

That the Town Council approve the attached Resolution.

Respectfully Submitted,

Steven V. Bielenda, Esq.
Director of Human Resources

Attachments:

1. Resolution
2. Tentative Agreements
3. New Contract (with revisions)

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution to approve a three year collective bargaining agreement with CSEA, Local # 2001 (SUPERVISORY UNION)

RESOLVED, that the Enfield Town Council does hereby approve the three (3) year collective bargaining agreement between the Town of Enfield and the Connecticut State Employee's Union ("CSEA"), Local # 2001 dated July 1, 2019 through June 30, 2022.

Date Prepared: April 23, 2020

Prepared by: Steven Bielenda

**AGREEMENT
BETWEEN**

TOWN OF ENFIELD

&

**ENFIELD SUPERVISORY UNIT
CSEA/SEIU LOCAL 2001, CTW**

~~**July 1, 2016 – June 30, 2019**~~
July 1, 2019 – June 30, 2022

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APPLICATION OF AGREEMENT

This Agreement shall apply to all supervisory employees of the Town of Enfield in those titles listed in the Recognition Agreement for Case No. ME-16,380 dated May 16, 1994 excluding all other positions, temporary employees who work less than six (6) months and seasonal employees.

ARTICLE 1 RECOGNITION

SECTION 1. CSEA/SEIU LOCAL 2001, CTW is recognized as the exclusive bargaining agent of all employees, as defined below, for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

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

SECTION 3. The term "Union" shall mean CSEA/SEIU LOCAL 2001, CTW.

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

SECTION 5. The term "Employee" shall mean those supervisory persons employed by the Employer as defined in the Application of Agreement.

SECTION 6. The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

ARTICLE 2 MANAGEMENT RIGHTS

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

- A. To determine the care, maintenance and operation of equipment and property used

for and in behalf of the purposes of the Town.

B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.

C. To discontinue processes or operations.

D. To select and to determine the number and types of employees required to perform the Town's operations.

E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.

F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

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

H. To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed.

I. To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of the new or revised job specification, or the propriety of the assigned wage rate, through the grievance procedure.

J. In those instances where Town employees are not available to perform the work, the Town reserves the right to contract out the work until Town employees are available.

ARTICLE 3

UNION SECURITY

SECTION 1. ~~All members of the bargaining unit as a condition of employment either become and remain members of the Union in good standing or pay to the Union a service fee. This~~

~~requirement shall become effective thirty (30) days following ratification of this Agreement by both parties or thirty (30) days from the date of their employment by the Town.~~

Employees may voluntarily become members of the Union in good standing and pay monthly union dues established by the Union or voluntarily pay a monthly agency fee at a rate established by the Union, neither of which is required as a condition of employment. The Town will maintain the current practice of forwarding to the Union Officer copies of offer letters for all bargaining unit positions.

~~SECTION 2. Upon written authorization of an employee, the Town shall deduct from the employee's wages Union dues and initiation fees or service fees.~~

The Town agrees to deduct monthly union dues, or the monthly agency fee in lieu thereof, from the pay of employees who give voluntary written authorization to the Town for such deductions and to transmit dues or fees collected to the authorized Union Officer designated in writing to the Director of Human Resources of the Town of Enfield by the President and Treasurer of the Union. Should an employee who is voluntarily paying services fees revoke such authorization at any time, the Town will immediately cease those deductions pursuant to the revocation and as required by law. Should an employee who is voluntarily paying Union dues revoke such authorization, the Town will inform the Union of the revocation.

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

Upon receipt of a membership list submitted by the Union, the Town agrees to verify with ten (10) working days via electronic notification that the Town's records accurately reflect the membership status of each employee list provided by the Union. The Town agrees to work with the Union to identify any discrepancies between the membership list and its records.

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

have been made.

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

SECTION 6. Within thirty (30) days the Town shall notify the Union of any new employees hired who are covered under this collective bargaining agreement.

ARTICLE 4
GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as a complaint concerning working conditions, disciplinary action, or a claimed violation, misinterpretation or misapplication of a specific provision of this Agreement.

SECTION 2. Procedure.

STEP ONE: Any employee who has a grievance shall reduce the grievance to writing and shall submit the grievance within ten (10) calendar days of the event to his Department Head setting forth the facts of the grievance, the Agreement provisions, if any, in question and the remedy requested. Within ten (10) calendar days after said Department Head receives such grievance, he or his designated representative shall give the Union his answer to the grievance in writing.

STEP TWO: If the employee is dissatisfied with the Department Head's decision he/she may appeal to the Human Resources Director within ten (10) calendar days of the Department Head's decision. The Human Resources Director shall reply within ten (10) calendar days of receipt of such written complaint.

STEP THREE: If the employee and his representative, if represented, are not satisfied with the decision rendered by the Human Resources Director, the employee may submit the grievance to the Town Manager or his designee, in writing, within ten (10) calendar days of the date of the answer at Step Two, and the Town Manager shall render a written decision to the employee and his representative, if represented, within ten (10) calendar days of receipt of the grievance.

STEP FOUR:

A. Mediation. If the employee and representative are not satisfied with the decision

rendered, the grievance may be submitted at the request of the Union within ten (10) calendar days to mediation of the grievance before the Connecticut State Board of Mediation and Arbitration. Mediation may be waived at either party's request on discharge cases, or mutually waived for all other cases.

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

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

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

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

SECTION 6. The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with said resolution.

SECTION 7. Time extensions beyond those stipulated in the grievance procedure may be arrived at by mutual agreement of the parties concerned.

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

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

ARTICLE 5 **Discipline**

SECTION 1. Disciplinary actions shall include:

- A. verbal warning (reduced to writing);
- B. written warning;
- C. suspension without pay;
- D. discharge.

Any of the aforementioned may be independently invoked.

SECTION 2. All suspensions and discharges of permanent employees must be for just cause and must be stated in writing with reason given and a copy given to the employee and steward at the time of the suspension or discharge.

SECTION 3. Written warnings or letters of reprimand shall be given no effect for purposes of progressive discipline removed after one (1) year for minor offenses and two (2) years for serious offenses.

ARTICLE 6

ATTENDANCE AND LEAVES

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

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

- | | |
|-----------------------|-------------------------|
| a. Holiday Leave | f. Vacation Leave |
| b. Sick Leave | g. Childrearing Leave |
| c. Injury Leave | h. Other Leave with Pay |
| d. Compensatory Leave | i. Leave Without Pay |
| e. Personal Leave | |

SECTION 3. For all leaves other than holiday, sick or injury leave, a written request on a form prescribed by the Human Resources Director indicating the type of leave, duration and dates of departure and return must be approved by the department head prior to the taking of leave. For

personal leave and other leave with or without pay, the employee may be required to inform his/her department head of the reason for requesting such leave.

SECTION 4. 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 by the department head to the Human Resources Department where they shall be filed as part of the employee's attendance record.

ARTICLE 7
HOLIDAYS

SECTION 1. The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	(1) Floating Holiday

In addition, each employee shall receive either Lincoln's Birthday or the day after Thanksgiving off at the Town's discretion.

SECTION 2. 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 such Saturday or given another day off in lieu thereof. The floating holiday must be used within the fiscal year and is scheduled 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.

SECTION 3. Each employee's holiday pay shall be computed at his/her regular daily rate.

SECTION 4. Whenever any of these holidays shall occur when an employee is out on paid sick leave, the employee shall be paid for the holiday and no charge to sick leave shall be made for that day.

SECTION 5. 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 and following the holiday.

SECTION 6. In addition to the above stated holidays, employees may be granted other holidays when Town services are closed due to the requirements of State Statute or proclamation.

SECTION 7. Employees who are eligible for overtime payment for work performed on a holiday, as provided in Article 12, Section 1, shall receive such payment in addition to holiday pay. If an employee who is not eligible for overtime payment under Article 12, Section 1, is required to work on an observed holiday, the employee shall be granted a substitute day off at a time mutually agreed to between the employee's immediate supervisor and the employee. Substitute holiday time off shall be taken within the fiscal year in which the holiday fell and shall not be accumulated.

**ARTICLE 8
VACATIONS**

SECTION 1. Annual vacation leave with pay shall be earned by all regular full-time employees in the following manner:

	Days Per Full Month of Continuous <u>Service</u>	Maximum Earned Days Per year of Continuous <u>Service</u>
Full Years Of Service Date of Hire through 4th full year	5/6 day	10 days
More than 4 years through 6th full year	1 1/4 days	15 days
More than 6 years through 9th full year	1 1/3 days	16 days
More than 9 years through 12th full year	1 1/2 days	18 days
More than 12 full years	1 2/3 days	20 days
<u>More than 25 full years</u>	<u>1 1/2 days</u>	<u>25¹ days</u>

¹ **Employees eligible to receive 25 days understand and agree that 5 of those vacation days can't be used if such use would incur overtime in the department and that said employees will not receive a payout of those 5 days upon resignation or retirement.**

SECTION 2. Vacation time must be used within one (1) year from the date when it accrues, or it will be forfeited, unless other arrangements are approved in writing by the Town Manager. Vacations are not cumulative and employees will not be allowed to carry over any vacation time that exceeds their annual maximum amount. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

SECTION 3. Employees shall apply for vacation leave to their Department Head on a request for leave form. Vacations shall be scheduled by each Department Head in accordance with departmental requirements, giving preference to employee choice according to seniority within department or its divisions.

SECTION 4. When an observed holiday, as established by this Agreement, occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.

SECTION 5. 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.

SECTION 6. Employees who are transferred, promoted or demoted from a position in one department to a position in another department, without a break in continuity of service, shall carry their accrued vacation leave with them to their new position.

SECTION 7. 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.

SECTION 8. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.

SECTION 9. 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.

SECTION 10. 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 purposes of this Section, to resign in good standing, an employee shall give his Department Head 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.

ARTICLE 9
SICK LEAVE

SECTION 1. Amount of Sick Leave. Each employee 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 days for each full month worked, or fifteen (15) days per year with no limit on the number of days accumulated for the purpose of illness as described in Section 2 below. Sick leave shall be charged in units of not less than one (1) hour.

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

- A. Personal illness or physical incapacity.
- B. Enforced quarantine in accordance with health regulations.
- C. For illness or physical incapacity in the employee's immediate family.

SECTION 3. Proof of Illness. In the event of three (3) or more consecutive days of absence on authorized sick leave, a doctor's certificate or other proof of illness shall be required upon request. The Town may investigate any absence for which sick leave is requested and may require medical documentation from the employee's physician for questionable or excessive absences.

SECTION 4. Report of Illness. On the first day of absence from work due to illness, the employee shall report his or her illness to his immediate supervisor not later than thirty (30) minutes after his or her scheduled work assignment.

SECTION 5. Sick Leave Accumulation Upon Retirement. ~~Any employee who retires from the Town service on, after, or before his or her normal retirement date, or any employee who retires from the Town service and receives retirement income from the Town's retirement plan shall have his or her total accumulation of sick leave time not to exceed one hundred twenty (120) days transferred to his or her vacation time for the purpose of separation pay at the current rate of pay. Employees hired after January 1, 1996 shall have one-quarter (1/4) of his or her total accumulation of sick leave transferred to vacation time for the purposes of separation pay at the current rate of~~

pay (e.g. 1/4 of 120 days = 30 days, 1/4 of 200 days = 50 days).

~~SECTION 6. Sick Leave Accumulation Upon Termination. Upon termination in good standing, one-quarter (1/4) of the employee's total accumulation of sick leave shall be transferred to the employee's balance of unused vacation time for the purpose of separation pay up to a maximum of twenty (20) days.~~

SECTION 5 & 6. Sick Leave Accumulation Upon Retirement and Termination.

Any employee with ten (10) or more years of Town service who separates from the Town service in good standing 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 in good standing 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.

SECTION 7. 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.

SECTION 8. 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 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 (45) days. During such catastrophic leave, the employee's insurance benefits shall continue in effect.

SECTION 9. Sick Leave Bank.

A. The requesting employee or his/ her designated representative should make an application in writing to the Human Resource Department requesting that he/she be considered for eligibility for donation of sick days. This applicant request must indicate the nature of the illness involved.

B. The Director of Human Resources and Union President will meet to certify the eligibility of the applicant employee. If both Parties fail to reach an agreement, then said request will be sent to the Town Manager who will cast any tie breaking vote if needed. Requests will be based on:

1. The nature and duration of the illness.
2. The number of sick days, personal and vacation days remaining in the employees own account.
3. Both Parties shall take into account the expected duration of the absence, the employee's service record and shall consider any other legitimate reasons in granting an employee's request.

C. An eligible illness should be categorized as extended and catastrophic. Illnesses that fall into this category include, but are not limited to, cancer, cardiovascular illness, illness needing surgery and/or extended recuperation, debilitation infectious (e.g. T.B, meningitis, etc.) or disabling musculoskeletal difficulties. Pregnancy and acute, short term illness are excluded.

ARTICLE 10
OTHER LEAVES

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

injury leave shall not be charged to vacation or sick leave accruals. All employees shall continue to accrue seniority while on injury leave. It is recognized that the Town has a need to be informed of the status of an employee who is absent due to an injury compensable under worker's compensation. Therefore, the employee will comply with reasonable requests for reporting to his supervisor during any such period of absence.

SECTION 2. Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his regular salary which will, together with the jury pay, equal his regular salary for the same pay period. The employee shall notify his Department Head of the scheduled jury duty in advance on a request for leave form as provided in Article 6, Section 3.

SECTION 3. 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/her spouse. "Immediate family" for the purposes of the clause, is defined as parents, grandparents, spouse, brother, sister, child or grandchild, step relation, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parents-in-law, aunt, uncle and any relation who is domiciled in the employee's household.

SECTION 4. Military Leave.

A. A regular, full-time employee participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself/herself from his/her Town duties while engaged in such required field training. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary. Military leave shall not exceed thirty (30) days in any calendar year. An employee participating in such reserve military training shall give his/her supervisor or Department Head sufficient advance notice on a request for leave form.

B. Employees entering the military service of the United States shall be entitled to indefinite leave without pay.

C. On return from military service, an employee shall be reinstated in his/her former job and shall receive credit for the yearly increments awarded during his/her absence on military service provided that he/she reports for duty within ninety (90) days of his discharge from military service or from hospitalization arising from such service.

D. The Town will pay to the employee's retirement fund the employer's annual

assessment.

E. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reserves.

SECTION 5. Training. With approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to the Town.

SECTION 6. Personal Leave. All employees shall be eligible for a leave of absence with pay for a maximum of three (3) days per year noncumulative for the purpose of attending family obligations or other personal business which necessitates his or her attendance. An employee shall apply to his/her supervisor on a request for leave form in accordance with the provisions of Article 6, Section 3.

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

SECTION 8. Leave Without Pay. When the interest of the Town can be benefited, the Town Manager may grant or extend 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.

SECTION 9. Benefits While on Leave. If an employee is either on an approved leave of absence without pay for more than ten (10) working days in any calendar month, or is absent without leave for three (3) or more days in any calendar month without securing subsequent authority for such leave, he/she shall not accrue vacation or sick leave for that month. Any holiday occurring in conjunction with absence without leave, or without pay shall be forfeited by the employee. For any employee who is granted a leave of absence without pay, except for Family Medical Leave under Section 7, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his or her insurance benefits be continued and submit the premium costs

for such benefits to the Town for the period of such absence in a manner prescribed by the Human Resources Department.

SECTION 10. Absence Without Leave. An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and 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. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days while on a worker's compensation leave until said employee returns to a regular work status.

SECTION 11. Union Business Leave. Two Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences, not to exceed seven (7) working days each per year.

SECTION 12. Rest Periods. Each employee shall be permitted a fifteen (15) minute rest period non-cumulative during each half of the daily schedule, if convenient to the operation of the Town.

ARTICLE 11 HOURS OF WORK

SECTION 1. The regular hours of work for all bargaining unit employees except as listed in Sections 2 and 3 below shall be thirty-five (35) hours per week, Monday through Friday, with a minimum of seven (7) hours per day. Normally, the scheduled work day shall be either 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m., with a one (1) hour lunch. Said hours may be restructured depending on the need of the division, department or Town, and such restructuring may be determined by the Town Manager after consultation with the appropriate department head and the employee(s) involved. Individuals covered under this section are expected to work whatever hours are required to fulfill their responsibilities to the Town. Employees are required to provide their department with a current telephone number and to respond upon contact when reasonably possible.

SECTION 2. The regular hours of employment for the positions of WPC Superintendent, Fleet Services Supervisor, Recreation Supervisor and Assistant Director Highway/RRM (current

Recreation Supervisor and Assistant Director Highway/RRM are grandfathered at 35 hours/wk.), shall be forty (40) hours per week consisting of five (5) work days of eight (8) hours each scheduled in accordance with the needs of the division. Individuals in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

SECTION 3. The regular hours of employment for the position of Head Teacher shall be thirty-five (35) hours consisting of five (5) work days of seven (7) hours each with a minimum one (1) hour lunch period scheduled in accordance with the needs of the day care programs. Employees in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

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

SECTION 5. The service week is a period beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

ARTICLE 12

COMPENSATION FOR OVERTIME WORK

SECTION 1. Compensatory time off equivalent to the actual additional hours worked beyond the regularly scheduled hours may be granted and used in accordance with the needs of the department, division or Town. Effective upon Union ratification & Town Council adoption of this contract and every year thereafter, employees will be allowed to carry forward up to 40 hours of earned compensatory time from the previous fiscal year. Any earned compensatory time that exceeded 40 hours from the prior fiscal year shall be forfeited.

No payment for unused compensatory time shall be made upon termination of employment for any reason and compensatory time may not be used for terminal leave. Employees are not eligible to receive payment in lieu of compensatory time.

ARTICLE 13

MANAGEMENT RESPONSIBILITIES

The Town and the Union recognize that the positions represented by CSEA/SEIU LOCAL 2001, CTW are and have always been management positions. Management responsibilities shall be

apparent both in Unit members' supervision and direction of subordinate employees and in their attention to the Town's mission of serving the residents of Enfield. The Unit is obligated to ensure that its members, as part of Management, actively support the efforts of the Town Administration to maintain essential Town services especially in times of emergency and to work to minimize the critical hardship that may otherwise befall the residents of the Town of Enfield.

ARTICLE 14
WAGES AND CLASSIFICATIONS

SECTION 1. The Classification and Salary Plan in effect prior to the application of the general wages increases set forth below is attached to this agreement as **Appendix A** (attached). The Human Resources Director shall have discretion to offer new employees or employees who post for the job within the organization a starting salary of plus or minus five (5) percent of the current wage stated in **Appendix A**.

SECTION 2. Classification Review. Any employee who believes his position is not properly classified may request the Town Manager to review such position. Within thirty (30) days after the receipt of such request, the Town Manager or the Human Resources Director shall conduct a study to determine the facts and shall meet with the employee(s) and/or his or her Union representative(s) for the purpose of reviewing the findings of the study. The Town Manager or the Human Resources Director shall render his decision in writing to the employee, the Union and the Department Head within fifteen (15) days after such meeting.

SECTION 3. All employees will be paid through direct deposit effective July 1, 2000 and will furnish the Finance Department the necessary information to arrange for said deposit.

SECTION 4. Effective June 30, 2004 the Town may elect to switch to a two (2) week payroll.

SECTION 5 - Effective July 1, 2019, all hourly rates on the base wage schedules in effect on June 30, 2019 shall be increased by zero percent (0.0%).

SECTION 6 - Effective July 1, 2020, all hourly rates on the base wage schedules in effect on June 30, 2020 shall be increased by three percent (3%).

SECTION - Effective July 1, 2021, all hourly rates on the base wage schedules in effect on June 30, 2021 shall be increased by three percent (3%).

ARTICLE 15
INSURANCE

SECTION 1. Health Insurance. The Town shall provide the following insurance program for

those employees and their eligible dependents who choose to enroll in such insurance program.

SECTION 2. Employee Contributions Toward Insurance Program.

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

~~Effective July 1, 2017, bargaining unit members shall be required to contribute sixteen (16%) of the cost of his or her insurance coverage through payroll deductions.~~

~~Effective July 1, 2018, bargaining unit members shall be required to contribute seventeen (17%²) of the cost of his or her insurance coverage through payroll deductions.~~

Effective July 1, 2019, bargaining unit members shall be required to contribute seventeen (17%¹) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2020, bargaining unit members shall be required to contribute seventeen (17%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2021, bargaining unit members shall be required to contribute eighteen (17%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2021, employees' who have spouses that have not received a physical examination for the previous year, as determined by the Town, shall deemed as not meeting the Wellness Program requirements and will be required to pay the increased rate for the applicable year.

SECTION 3. High Deductible Health Care Plan with a Health Savings Account.

Effective July 1, 2017 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"). Details of the group insurance benefits are outlined in **Appendix C** (attached).

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 of each year of the contract.

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.

² Both parties agree that the wellness program will commence in April, 2018 for all bargaining unit members. Members that refuse to participate in the wellness program are expected to pay 22% co-pay for their health insurance the following year.

SECTION 4. Life Insurance. The Town shall pay the full cost of group life insurance in the amount of \$100,000 for each employee. Retirees shall receive life insurance in the amount of \$5,000 paid by the Town.

SECTION 5. Accidental Death and Dismemberment. This insurance, in addition to the life insurance plan, is payable if an employee suffers any of the losses listed below as a result of and within ninety (90) days from the date of an accident occurring while insured as provided by the insurance contract then in force. The Town shall pay the full premium for such coverage. For loss of:

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

SECTION 6. Disability Income Protection. The Town shall pay the full cost of each employee's weekly disability benefits of \$250.00 per week for a maximum of thirteen (13) weeks, commencing upon the exhaustion of the employee's accrued benefit time and any donated benefit time, for total disability as a result of an accidental injury or sickness as provided by the insurance contract in force.

SECTION 7. Change of Carriers. The Town may from time to time change the carriers for any of the insurance programs, provided that the benefits shall be equivalent or better than those provided.

SECTION 8. Blue Cross 65/ Blue Shield 65 - Retired Employees.

A. Eligibility. Any employee, with 10 years of service with the Town and who has worked for the Town until age 55 or later who is retired by the Town of Enfield under the Pension Plan provided by Article 16 of this Agreement or any employee who has 10 years of service with the Town and who has worked for the Town until age 55 or later 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.

B. Enrollment. Employees enrolled in the Town's group insurance plans shall automatically be enrolled in the Town's BC/BS 65 Plan for retirees. Retirees not enrolled in the

Town's group BC/BS plans shall apply for membership in the Town's BC/BS 65 Plan upon attaining age 65.

C. Type of Plan and Benefits. The hospital and medical insurance plan shall be the Connecticut Blue Cross 65/ Blue Shield 65 Plan as prescribed by the Blue Cross/ Blue Shield contract in force.

D. The Town shall pay the full Connecticut Blue Cross 65/ Blue Shield 65 premium of each subscribing retiree.

E. Retirees shall be able to purchase Blue Cross/ Blue Shield 65 coverage for their spouses at the Town's 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.

SECTION 9. Health Insurance Buy-back. Effective January 1, 2001 an employee who is covered under alternate health insurance through another employer (e.g. spouse) may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. Such employee shall receive \$1,000 (one thousand dollars), alternatively, an employee eligible for health and dental coverage for 2 or more persons who waives same shall receive \$1,500; on or about December 1 of each year, and prorated as necessary based on the number of calendar months out of the preceding twelve (12) months during which the Town was not required to pay any premiums for health/dental coverage for the employee or his/her dependents. Re-entry into the Town's insurance program shall be permitted on the first day of January, April, July or October of each year.

ARTICLE 16

PENSION

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

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

SECTION 3. Employees hired on or after July 1, 1999 must join the Town pension plan once

they become eligible for said plan. Employees hired before July 1, 1999 who are members of the plan must remain members of the pension plan. Employees hired before July 1, 1999 who are not members of the plan, once eligible, will be given the opportunity to join the plan each July. Once they join the plan they must remain members of the plan.

ARTICLE 17
SENIORITY

SECTION 1. Seniority shall be defined as an employee's length of continuous service within the bargaining unit since the most recent date of hire. The Town of Enfield shall establish a seniority list, and the list shall be brought up to date July 1 of each year, and a copy shall be delivered to the Union.

SECTION 2. Officers and stewards of the Union shall have superseniority in the event of layoff, providing they have the qualifications to perform the work.

ARTICLE 18
PROBATIONARY PERIOD

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

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

A. Employees shall serve a probationary period of six (6) months for original appointments and three (3) months for promotional or lateral appointments.

B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Town Manager upon request of the Department Head.

C. In the case of 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.

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

SECTION 4. Dismissal During Probationary Period For New Hires. At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his/her actions and reasons therefore. No appeal is allowable from dismissal during the probationary period of a new employee and such dismissal shall not be grieved under the grievance procedure by either the probationary employee or the Union.

SECTION 5. Reinstatement to Former Class For Promoted Employees. An employee promoted or transferred who does not successfully complete his/her probationary period shall be transferred to a position in the class occupied by the employee immediately prior to his/her promotion whether from Supervisory or Professional & Technical Unit. If such position has already been filled, the original incumbent shall be eligible to exercise bumping rights to regain his/her former position.

ARTICLE 19

LAYOFF PROCEDURE

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

SECTION 2. Layoff Procedure. In the event of a layoff, an affected employee shall receive at least two (2) weeks written advance notice.

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

the bargaining unit within a division for which the employee meets the requirements of the position.

SECTION 4. Recall. Employees who are laid off shall have recall rights for a period of sixteen (16) months from the date of layoff and only to the class within the department or division from which the employee was laid off. The most senior employee in the class laid off from the department or division shall be the first employee recalled to that class within the department or division involved from which the employee was laid off provided he is presently qualified to perform the work in the job classification to which he is recalled without further training beyond orientation. Employees shall have two (2) weeks from the date the Town sends a certified notice of recall to the employee at his last known address to return to the job.

SECTION 5. Grant Employees. Employees who are in positions funded by state or federal grants shall be employed only as long as the funding continues. An employee whose grant funding ends may exercise bumping rights pursuant to Section 3 if desired.

ARTICLE 20 PROMOTIONS

SECTION 1. When the Town determines that a vacancy or new position shall be filled, the vacancy or new position shall be posted for a period of seven (7) working days and filled within a reasonable time thereafter.

SECTION 2. Bargaining unit employees who bid on the posted vacancy or new position within the posting period shall be given first consideration with respect to their candidacy for the position; however, if it is deemed by the Town that an outside candidate possesses greater skill and ability than any of the bargaining unit candidates, the Town may fill the vacancy or new position with such outside candidate.

SECTION 3. Seniority shall be a factor after the Town has assessed the skills and abilities of the bargaining unit candidates and when the skills and abilities of such bargaining unit candidates have been deemed by the Town to be equal, the Town shall appoint the most senior employee to the vacancy or new position.

ARTICLE 21 SAFETY AND HEALTH

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

SECTION 2. A joint safety committee of the Town and the Union shall be formed and said committee shall meet to review and recommend safety and health conditions.

SECTION 3. The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations or with hazardous equipment and shall pay for the cost of replacement of employee's prescription glasses if broken at work.

In addition, for employees working in the Department of Public Works, the Town shall subsidize eligible employees up to fifty percent (50%) or reimburse up to \$300 employees that obtain prescription safety eye glasses. This benefit is determined solely by the Director of Public Works and is based on availability of funds. This benefit will only be available one (1) time during the life of this contract, even if the employee breaks his/her original pair of safety glasses, the Town will not purchase a second pair. The safety glasses must conform to OSHA 1910.133 and the employee must show that the glasses meet the following criteria and are labeled as such: ANSI/ISEA Z87.1-2010, Impact Rated.

SECTION 4. The Town shall provide foul-weather gear, i.e., raincoats, rain hats, boots, gloves, etc., and replace as necessary to those employees of the Public Works Department where the need exists.

SECTION 5. The Town shall provide, free of charge to the employee, medical injections for immunizations from the common and contagious diseases during the period of time generally administered by a physician to be provided by the Town. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.

SECTION 6. The Town agrees to continue its practice of providing uniforms to employees in the Public Works Divisions who are currently utilizing them.

SECTION 7. The Town agrees to continue the practice of paying meal money to the employees of the Public Works Department who were receiving it prior to the contract.

ARTICLE 22

NONDISCRIMINATION

Neither the Town nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, physical or mental

disability, union activity or political activity, or any other non-job related characteristic. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE 23

NO STRIKE - NO LOCKOUT

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

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

ARTICLE 24

MISCELLANEOUS

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

SECTION 2. Copies of Agreement. The Town will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.

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

SECTION 4. 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.

SECTION 5. Non-Waiver of Claim. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

SECTION 6. Mileage Reimbursement. Employees who use a privately owned automobile for the conduct of Town business or who are currently receiving a mileage allowance shall be

reimbursed for all mileage driven in the conduct of Town business at the IRS rate currently in effect.

SECTION 7. Assignment of Town Vehicles. Pool cars may be made available for the Building Inspection Division, Social Services Department and Town Planning Department per the guidelines agreed on May 8, 1991. Those not using pool vehicles and who currently receive a monthly stipend or who are assigned a vehicle shall continue to receive such stipend or vehicle, in accordance with current practice. The parties agree that employees will only be allowed to take a town vehicle home with the approval of their department head and that any previous practice/approval of taking a vehicle home is nullified.

SECTION 8. Bulletin Boards. One (1) bulletin board shall be reserved at an accessible place in each of three (3) designated work areas for the exclusive use of the Union for the posting of official Union notices.

ARTICLE 25
SAVINGS CLAUSE

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

Section 2. This contract represents complete collective bargaining and full agreement between the parties to rates of pay, wages, hours of employment, benefits, pensions or other conditions of employment which shall prevail during the term of this agreement. The parties agree that this language does not abridge an employee's rights as described in the State of Connecticut Municipal Employee's Relation Act (MERA).

ARTICLE 26
FSA AND CHET PLANS

SECTION 1. The Town's flexible spending account and section 125 plan will be made available to the employees per the Agreement between the Town and the carrier. The monthly participant cost and annual fees, if any, for this plan will be borne by the employees opting to enroll in the

account and plan. Enrollment is optional to all employees covered by this Agreement.

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

ARTICLE 27
DURATION

SECTION 1. This contract shall be in full force and effect from ~~July 1, 2016 through June 30, 2019~~ **July 1, 2019 through June 30, 2022** and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases which bear an effective date prior to the execution of this Agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

SECTION 2. Between the first day of January and the first day of February, ~~2019~~ **2022** either party may notify the other party if it wishes to amend or modify the contract as of July 1, ~~2019~~ **2022** Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

SIGNED ON THIS _____ DAY OF AUGUST IN THE YEAR 2020 BY:

TOWN OF ENFIELD

LOCAL 2001, CSEA

APPENDIX A

Salary Tier	Department Classifications	Increase	Fiscal Year	Annual Salary
1	Head Teacher (1)	0.00%	7/1/2019	\$51,620
	Head Teacher (2)	3.00%	7/1/2020	\$53,169
	Head Teacher (3)	3.00%	7/1/2021	\$54,764
2	Head Teacher (4)	0.00%	7/1/2019	\$55,879
		3.00%	7/1/2020	\$57,555
		3.00%	7/1/2021	\$59,282
3	Youth Services Coordinator	0.00%	7/1/2019	\$57,114
		3.00%	7/1/2020	\$58,827
		3.00%	7/1/2021	\$60,592
4	Bus Transportation Director	0.00%	7/1/2019	\$66,155
		3.00%	7/1/2020	\$68,140
		3.00%	7/1/2021	\$70,184
-	Director of Adult Day Care	2.00%	7/1/2016	\$64,066
-	-	2.00%	7/1/2017	\$65,348
-	-	2.00%	7/1/2018	\$66,654
	Deputy Director of Child Development	2.00%	7/1/2016	\$66,475
	-	2.00%	7/1/2017	\$67,805
	-	2.00%	7/1/2018	\$69,161
	Director of Senior Center	2.00%	7/1/2016	\$68,885
	-	2.00%	7/1/2017	\$70,262

	-	2.00%	7/1/2018	\$71,668
5	Director Child Development	0.00%	7/1/2019	\$80,185
		3.00%	7/1/2020	\$82,591
		3.00%	7/1/2021	\$85,068
Salary Tier	Department Classifications	Increase	Fiscal Year	Annual Salary
6	Asst. Dir. PW/Business Oper. Mgr.	0.00%	7/1/2019	\$90,712
		3.00%	7/1/2020	\$93,433
		3.00%	7/1/2021	\$96,236
7	Fleet Manager	0.00%	7/1/2019	\$91,713
		3.00%	7/1/2020	\$94,464
		3.00%	7/1/2021	\$97,298
	Recreation Supervisor	2.00%	7/1/2016	\$90,560
	-	2.00%	7/1/2017	\$92,371
	-	2.00%	7/1/2018	\$94,218
	Assistant Library Director	2.00%	7/1/2016	\$91,522
	-	2.00%	7/1/2017	\$93,352
	-	2.00%	7/1/2018	\$95,219
8	Assistant Director of Public Works	0.00%	7/1/2019	\$98,728
		3.00%	7/1/2020	\$101,690
		3.00%	7/1/2021	\$104,741

9	Building Official	0.00%	7/1/2019	\$102,238
	Superintendent of WPC	3.00%	7/1/2020	\$105,305
		3.00%	7/1/2021	\$108,464
10	Superintendent of WPC	0.00%	7/1/2019	\$110,000
		3.00%	7/1/2020	\$113,300
		3.00%	7/1/2021	\$116,699
11	Senior Asst. Town Attorney	0.00%	7/1/2019	\$114,266
		3.00%	7/1/2020	\$117,694
		3.00%	7/1/2021	\$121,225
12	Supervisor of Assessment & Revenue	0.00%	7/1/2019	\$116,771
		3.00%	7/1/2020	\$120,274
		3.00%	7/1/2021	\$123,882

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

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.	<p>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.</p> <p>Eligibility for leave expires 12 months after the event. Leave must be completed by the one year anniversary of the event.</p>	<p>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.</p> <p>An employee who has a child (defined above) age 18 or older who is incapable of self-care due to mental or physical disability.</p> <p>An employee who has a biological parent, former legal guardian, or someone who raised the employee in place of a parent.</p> <p>An employee who has a spouse as legal husband or wife.</p>
Serious Health Condition Defined	<p>Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or</p> <p>Continuing treatment by a health care provider.</p> <p>Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.</p> <p>Pregnancy/Maternity Leave taken shall count toward FMLA leave.</p>	Not applicable.	<p>Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or</p> <p>Continuing treatment by a health care provider.</p> <p>Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.</p> <p>Pregnancy/Maternity Leave taken shall count toward FMLA leave.</p>

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same	Same
Provisions if Both Spouses Work For the Town	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if both employees work in the same department then the leave cannot be taken on the same scheduled work days.	2 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department, then the leave cannot be taken on the same scheduled work days, except for the serious health condition of the spouse.
Restoration to Position	<p>Must be restored to the same position held prior to the leave; or</p> <p>To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment.</p> <p>An employee has no greater right to 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	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
	requests (if applicable).		
Second and Third Opinions	<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>	Not applicable.	<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>
Certification for Return to Work	Certification of fitness for duty may be required of all employees taking FMLA leave.	Certification of fitness for duty may be required of all employees taking FMLA leave. FAMILY/MEDICAL LEAVE POLICY	Not applicable.
Relationship to Paid Leave	<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>	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.
Sick Leave and Vacation Leave Accruals	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	Same	Same

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
	accrue during the employee's use of paid sick leave and/or paid vacation leave for any portion of FMLA leave.		
Maintenance of Medical, Dental and Life Insurance Benefits	The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee make the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will remain in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work.	Same	Same

<i>ISSUES</i>	<i>PERSONAL SERIOUS HEALTH CONDITION</i>	<i>BIRTH, ADOPTION OR FOSTER CARE</i>	<i>SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE</i>
MISCELLANEOUS	<p>All requests for FMLA leave must be documented including whether or not the leave was granted and reasons for the denial where that is the case.</p> <p>The Family Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions.</p> <p>The 12 month period for FMLA purposes will coincide with the Town's fiscal year (July 1-June 30). Each employee shall be allowed a combined total of 12 weeks of FMLA leave per year (except when both spouse work for the Town as described above).</p> <p>Medical information and documentation shall be treated as confidential medical records and shall be kept in a confidential file separate from the employee's personnel file.</p> <p>The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.</p>		

APPENDIX C



TOWN OF ENFIELD

April 15, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to approve a three-year collective bargaining agreement with CSEA-SEIU, Local # 2001 (Professional & Technical Union)

Councilors:

Highlights:

- On July 8, 2019, contract negotiations for a successor contract commenced between CSEA-SEIU, Local # 2001 (Professional & Technical Union) and the Town of Enfield.
- The Professional and Technical Union represents 37 employees.
- Since the contract calls for a 0% wage increase for FY19-20, there is no retro wage increase. Three (3 %) wage increase for FY 20-21 and FY 21-22.
- The employee's premium share for health insurance will stay at 17% but on July 1, 2021 language has been added for mandatory physical exams for spouses. Failure to comply will increase employee premium to 22%.
- The Union majority ratified these contract changes on April 8, 2020.
- To meet the 10-day posting process, this proposed new contract will be "tabled" at the May 4th Town Council meeting, posted on the Town's website under Human Resources and posted with the Town Clerk.
- To meet the statutory deadline, the Town Council must act on this contract by May 18, 2020 or else this contract will be deemed "approved" under § C.G.S. Sec. 7-474.

Budget Impact:

The estimated net increase to the budget over a three-year period is \$125,766 dollars or averaged to 2.00% annually.

Recommendation:

That the Town Council approve the attached Resolution.

Respectfully Submitted,

Steven V. Bielenda, Esq.
Director of Human Resources

Attachments:

1. Resolution.
2. Tentative Agreements
3. New Contract (with revisions)

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution to approve a three year collective bargaining agreement with CSEA, Local # 2001 (Professional & Technical Union)

RESOLVED, that the Enfield Town Council does hereby approve the three (3) year collective bargaining agreement between the Town of Enfield and the Connecticut State Employee's Union ("CSEA"), Local # 2001 dated July 1, 2019 through June 30, 2022.

Date Prepared: April 23, 2020

Prepared by: Steven Bielenda

**AGREEMENT
BETWEEN**

**TOWN OF ENFIELD
&
ENFIELD PROFESSIONAL &
TECHNICAL EMPLOYEES UNIT**

CSEA/SEIU LOCAL 2001, CTW

~~**JULY 1, 2016 – JUNE 30, 2019**~~

JULY 1, 2019 – JUNE 30, 2022

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APPLICATION OF AGREEMENT

This Agreement shall apply to all professional and technical employees of the Town of Enfield in those titles listed on the Certificate of Representative (Case No. ME-11062, Decision No. 2625 dated March 18, 1988) excluding supervisors (per Case No. MEE-16,142) and also excluding the Deputy Director of Public Works and those employees now represented by other bargaining agents heretofore certified by the Connecticut State Board of Labor Relations, temporary employees who work less than six (6) months, seasonal employees and any other employees as may be mutually agreed to be excluded.

ARTICLE 1 RECOGNITION

SECTION 1. CSEA/SEIU LOCAL 2001, CTW is recognized as the exclusive bargaining agent of all employees, as defined below, for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

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

SECTION 3. The term "Union" shall mean Local 2001, Connecticut State Employees Association.

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

SECTION 5. The term "Employee" shall mean those professional and technical persons employed by the Employer as defined in the Application of Agreement.

SECTION 6. The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

ARTICLE 2 MANAGEMENT RIGHTS

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

- A. To determine the care, maintenance and operation of equipment and property used for

and in behalf of the purposes of the Town.

- B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed.
- I. To create job specifications and revise existing job specifications, subject to the Union's right to challenge the accuracy of the new or revised job specification, or the propriety of the assigned wage rate, through the grievance procedure.
- J. In those instances where Town employees are not available to perform the work, the Town reserves the right to contract out the work until Town employees are available.

ARTICLE 3 UNION SECURITY

~~SECTION 1. All members of the bargaining unit as a condition of employment either become and remain members of the Union in good standing or pay to the Union a service fee. This requirement shall become effective thirty (30) days following ratification of this Agreement by both parties or thirty (30) days from the date of their employment by the Town.~~

Employees may voluntarily become members of the Union in good standing and pay monthly union dues established by the Union or voluntarily pay a monthly agency fee at a rate

established by the Union, neither of which is required as a condition of employment. The Town will maintain the current practice of forwarding to the Union Officer copies of offer letters for all bargaining unit positions.

~~SECTION 2. Upon written authorization of an employee, the Town shall deduct from the employee's wages Union dues and initiation fees or service fees.~~

The Town agrees to deduct monthly union dues, or the monthly agency fee in lieu thereof, from the pay of employees who give voluntary written authorization to the Town for such deductions and to transmit dues or fees collected to the authorized Union Officer designated in writing to the Director of Human Resources of the Town of Enfield by the President and Treasurer of the Union. Should an employee who is voluntarily paying services fees revoke such authorization at any time, the Town will immediately cease those deductions pursuant to the revocation and as required by law. Should an employee who is voluntarily paying Union dues revoke such authorization, the Town will inform the Union of the revocation.

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

Upon receipt of a membership list submitted by the Union, the Town agrees to verify within ten (10) working days via electronic notification that the Town's records accurately reflect the membership status of each employee list provided by the Union. The Town agrees to work with the Union to identify any discrepancies between the membership list and its records.

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

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

SECTION 6. Within thirty (30) days the Town shall notify the Union of any new employees hired who are covered under the collective bargaining agreement.

ARTICLE 4 **GRIEVANCE PROCEDURE**

SECTION 1. A grievance shall be defined as a complaint concerning any of the following:

- A. wages, hours of work or working conditions which are mandatory subjects of

- bargaining;
- B. disciplinary action;
- C. a claimed violation, misinterpretation or misapplication of a specific provision of this Agreement.

Only grievances concerning B and/or C above may be processed beyond Step Three. It is not the Town's intent to claim that a case covered under the definition of a grievance in subpart C of Section 1 is not arbitrable simply because the subject of the contract provision at issue is one which is also covered by subpart A.

SECTION 2. Procedure.

STEP ONE: Any employee who has a grievance shall reduce the grievance to writing and shall submit the grievance within ten (10) calendar days of the event to his/her Department Head setting forth the facts of the grievance, the Agreement provisions, if any, in question and the remedy requested. Within ten (10) calendar days after said Department Head receives such grievance, he/she or his/her designated representative shall give the Union his/her answer to the grievance in writing.

STEP TWO: If the employee is dissatisfied with the Department Head's decision he/she may appeal to the Human Resources Director within ten (10) calendar days of the Department Head's decision. The Human Resources Director shall reply within ten (10) calendar days of receipt of such written complaint.

STEP THREE: If the employee and his representative, if represented, are not satisfied with the decision rendered by the Human Resources Director, the employee may submit the grievance to the Town Manager or his/her designee, in writing, within ten (10) calendar days of the date of the answer at Step Two, and the Town Manager shall render a written decision to the employee and his/her representative, if represented, within ten (10) calendar days of receipt of the grievance.

STEP FOUR:

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

B. Arbitration: If the grievance is not resolved through mediation, the grievance may be submitted to arbitration, in writing, by the Union with a copy to the Town, within

ten (10) calendar days of the completion of mediation. Arbitration shall be before the Connecticut State Board of Mediation and Arbitration except that all grievances concerning suspension and discharge, and any other grievance on which the parties mutually agree, shall be submitted to an arbitrator who is either mutually selected by the parties or selected in accordance with the procedures of the American Arbitration Association. In the case of arbitration by a private or AAA arbitrator, the parties shall share equally the cost of arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

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

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

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

SECTION 6. The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with said resolution.

SECTION 7. Time extensions beyond those stipulated in the grievance procedure may be arrived at by mutual agreement of the parties concerned.

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

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

ARTICLE 5 **DISCIPLINE**

SECTION 1. Disciplinary actions shall include:

- A. verbal warning, reduced to writing;
- B. written warning;
- C. suspension without pay;
- D. discharge.

Any of the aforementioned may be independently invoked.

SECTION 2. All suspensions and discharges of permanent employees must be for just cause and must be stated in writing with reason given and a copy given to the employee and steward at the time of the suspension or discharge.

SECTION 3. Written warnings or letters of reprimand shall be given no effect for purposes of progressive discipline after one (1) year for minor offenses and two (2) years for serious offenses.

ARTICLE 6
ATTENDANCE AND LEAVES

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

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

Holiday Leave	Vacation Leave
Sick Leave	Childrearing Leave
Injury Leave	Other Leave with Pay
Compensatory Leave	Leave Without Pay
Personal Leave	

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

SECTION 4. 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 by the department head to the Personnel Office where they shall be filed as part of the employee's attendance record.

ARTICLE 7
HOLIDAYS

SECTION 1. The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	(1) Floating Holiday

In addition, each employee shall receive either Lincoln's Birthday or the day after Thanksgiving off at the Town's discretion.

SECTION 2. 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 such Saturday or given another day off in lieu thereof. The floating holiday must be used within the fiscal year and is scheduled 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.

SECTION 3. Part-time employees whose normal work week is twenty (20) hours or more shall be paid according to the number of hours they would be scheduled to work on the day observed as the holiday.

SECTION 4. Each employee's holiday pay shall be computed at his/her regular daily rate.

SECTION 5. Whenever any of these holidays shall occur when an employee is out on paid sick leave, the employee shall be paid for the holiday and no charge to sick leave shall be made for that day.

SECTION 6. In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on his/her scheduled work day immediately preceding and following the holiday.

SECTION 7. In addition to the above stated holidays, employees may be granted other holidays when Town services are closed due to the requirements of State Statute or proclamation.

SECTION 8. Employees who are eligible for overtime payment for work performed on a holiday, as provided in Article 12, Section 1, shall receive such payment in addition to holiday pay. If an employee who is not eligible for overtime payment under Article 12, Section 1, is required to work on an observed holiday, the employee shall be granted a substitute day off at a time mutually agreed to between the employee's immediate supervisor and the employee. Substitute holiday time off shall be taken within the fiscal year in which the holiday fell and shall not be accumulated.

ARTICLE 8 **VACATIONS**

SECTION 1. Annual vacation leave with pay shall be earned by all regular full-time employees and part-time employees whose normal work week is twenty (20) hours or more in the following manner:

	Days Per Full Month of Continuous Service	Maximum Earned Days Per Year of Continuous Service
<u>Full years of Service</u>	_____	_____

Date of Hire through 4th full year	5/6 day	10 days
More than 4 years through 6th full year	1 1/4 days	15 days
More than 6 years through 9th full year	1 1/3 days	16 days
More than 9 years through 12th full year	1 1/2 days	18 days
More than 12 full years	1 2/3 days	20 days
<u>More than 25 full years</u>	<u>1 1/2 days</u>	<u>25¹ days</u>

SECTION 2. Vacation time must be used within one (1) year from the date when it accrues, or it will be forfeited, unless other arrangements are approved in writing by the Town Manager. Vacations are not cumulative and employees will not be allowed to carry over any vacation time that exceeds their annual maximum amount. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.”

SECTION 3. Employees shall apply for vacation leave to their Department Head on a request for leave form. Vacations shall be scheduled by each Department Head in accordance with departmental requirements, giving preference to employee choice according to seniority within department or its divisions.

SECTION 4. When an observed holiday, as established by this Agreement, occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.

SECTION 5. 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.

SECTION 6. Employees who are transferred, promoted or demoted from a position in one

¹ Employees eligible to receive 25 days understand and agree that 5 of those vacation days can't be used if such use would incur overtime in the department and that said employees will not receive a payout of those 5 days upon resignation or retirement.

department to a position in another department, without a break in continuity of service, shall carry their accrued vacation leave with them to their new position.

SECTION 7. In the event of an employee's death, his/her spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

SECTION 8. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.

SECTION 9. 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.

SECTION 10. 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 purposes of this Section, to resign in good standing, an employee shall give his/her Department Head 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.

ARTICLE 9 **SICK LEAVE**

SECTION 1. Amount of Sick Leave. Each regular full-time and regular part-time employee whose normal work week is twenty (20) hours or more shall be eligible for sick leave with pay during and after his or her probationary period. Sick leave for regular full-time employees shall be computed on an hourly basis at the rate of one and one-quarter days or 8 3/4 hours per month for each full month worked, or fifteen (15) days per year with no limit on the number of days accumulated for the purpose of illness as described in Section 2 below. Sick leave shall be charged in units of not less than one (1) hour.

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

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

SECTION 3. Proof of Illness. In the event of three (3) or more consecutive days of absence on

authorized sick leave, a doctor's certificate or other proof of illness shall be required upon request. A doctor's certificate shall be required from employee(s) after five (5) consecutive working days of absence. The Town may investigate any absence for which sick leave is requested. Employees shall not be required to provide to the Town a physician's certificate for the first five (5) one (1) or two (2) day absences in any fiscal year; however, thereafter a physician's certificate shall be required upon request for any absence resulting from sickness or injury during such fiscal year regardless of the duration of such absence.

SECTION 4. Report of Illness. On the first day of absence from work due to illness, the employee shall report his or her illness to his immediate supervisor not later than thirty (30) minutes after his or her scheduled work assignment. The immediate supervisor shall initiate an absence report form and forward such form to the Personnel Office after the employee's return and it shall become part of the employee's personnel file.

SICK LEAVE

SECTION 1. Amount of Sick Leave. Each employee 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 days for each full month worked, or fifteen (15) days per year with no limit on the number of days accumulated for the purpose of illness as described in Section 2 below. Sick leave shall be charged in units of not less than one (1) hour.

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

- A. Personal illness or physical incapacity.
- B. Enforced quarantine in accordance with health regulations.
- C. For illness or physical incapacity in the employee's immediate family.

SECTION 3. Proof of Illness. In the event of three (3) or more consecutive days of absence on authorized sick leave, a doctor's certificate or other proof of illness shall be required upon request. The Town may investigate any absence for which sick leave is requested and may require medical documentation from the employee's physician for questionable or excessive absences.

SECTION 4. Report of Illness. On the first day of absence from work due to illness, the employee shall report his or her illness to his immediate supervisor not later than thirty (30) minutes after his or her scheduled work assignment.

SECTION 5. Sick Leave Accumulation Upon Retirement and Termination. ~~Any employee who retires from the Town service on, after, or before his or her normal retirement date, or any employee who retires from the Town service and receives retirement income from the Town's retirement plan shall have his or her total accumulation of sick leave time not to exceed one hundred~~

~~twenty (120) days transferred to his or her vacation time for the purpose of separation pay at the current rate of pay. Employees hired after January 1, 1996 shall have one quarter (1/4) of his or her total accumulation of sick leave transferred to vacation time for the purposes of separation pay at the current rate of pay (e.g. 1/4 of 120 days = 30 days, 1/4 of 200 days = 50 days).~~

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.

~~**SECTION 6. Sick Leave Accumulation Upon Termination.** Upon termination in good standing, one-quarter (1/4) of the employee's total accumulation of sick leave shall be transferred to the employee's balance of unused vacation time for the purpose of separation pay up to a maximum of twenty (20) days.~~

SECTION 7. Payment Upon Death. In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave to a maximum of one hundred twenty (120) days as severance pay.

SECTION 8. 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 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 (45) days. During such catastrophic leave, the employee's insurance benefits shall continue in effect.

SECTION 9. Sick Leave Bank

1. The requesting employee or his/her designated representative should make an application in writing to the Human Resource Department requesting that he/she be considered for eligibility for donation of sick days. This applicant request must indicate the nature of the illness involved.

2. The Director of Human Resources and Union President will meet to certify the eligibility of the applicant employee. If both Parties fail to reach an agreement, then said request will

be sent to the Town Manager who will cast any tie breaking vote if needed. Requests will be based on:

- (i) The nature and duration of the illness.
- (ii) The number of sick days, personal and vacation days remaining in the employees own account.
- (iii) Both Parties shall take into account the expected duration of the absence, the employee's service record and shall consider any other legitimate reasons in granting an employee's request.

3. An eligible illness should be categorized as extended and catastrophic. Illnesses that fall into this category include, but are not limited to, cancer, cardiovascular illness, illness needing surgery and/or extended recuperation, debilitation infectious (e.g. T.B, meningitis, etc.) or disabling musculoskeletal difficulties. Pregnancy and acute, short term illness are excluded.

ARTICLE 10

OTHER LEAVES

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

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

SECTION 2. Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary which will, together with the jury pay, equal his regular salary for the same pay period. The employee shall notify his Department Head of the scheduled jury duty in advance on a request for leave form as provided in Article 6, Section 3.

SECTION 3. 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/her spouse. "Immediate family" for the purposes of the clause, is defined as parents, grandparents, spouse, brother, sister, child or grandchild, step relation, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parents-in-law, aunt, uncle and any relation who is domiciled in the employee's household.

SECTION 4. Military Leave.

- A. 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/her regular and military salary. Military leave shall not exceed thirty (30) days in any calendar year. An employee participating in such reserve military training shall give his/her supervisor or Department Head sufficient advance notice on a request for leave form.
- B. Employees entering the military service of the United States shall be entitled to indefinite leave without pay.
- C. On return from military service, an employee shall be reinstated in his/her former job and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from military service or from hospitalization arising from such service.
- D. The Town will pay to the employee's retirement fund the employer's annual assessment.
- E. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reservists.

SECTION 5. Training. With approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to

the Town.

SECTION 6. Personal Leave. All employees shall be eligible for a leave of absence with pay for a maximum of three (3) days per year noncumulative for the purpose of attending family obligations or other personal business which necessitates his or her attendance. An employee shall apply to his/her supervisor on a request for leave form in accordance with the provisions of Article 6, Section 3.

SECTION 7. Family Medical Leave. An employee may be granted a leave of absence without pay, in accordance with the Town of Enfield Family Medical Leave Policy.

SECTION 8. Leave Without Pay. When the interest of the Town can be benefited, the Town Manager may grant a leave of absence without pay to an employee. The employee's position shall remain vacant, or be filled by a temporary appointment, until the expiration of such leave. Such leave shall not exceed a total of six (6) months, unless extended by the Town Manager.

SECTION 9. Benefits While on Leave. If an employee is either on an approved leave of absence without pay for more than ten (10) working days in any calendar month, or is absent without leave for three (3) or more days in any calendar month without securing subsequent authority for such leave, he/she shall not accrue vacation or sick leave for that month. Any holiday occurring in conjunction with absence without leave, or without pay shall be forfeited by the employee. For any employee who is granted a leave of absence without pay, except for Family Medical Leave under Section 7, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his or her insurance benefits be continued and submit the premium costs for such benefits to the Town for the period of such absence in a manner prescribed by the Personnel Office. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a worker's compensation leave until said employee returns to regular work hours.

SECTION 10. Absence Without Leave. An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and 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.

SECTION 11. Union Business Leave. Two Union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences, not to exceed seven (7) working days each per year.

SECTION 12. Rest Periods. Each employee shall be permitted a fifteen (15) minute rest period non-cumulative during each half of the daily schedule, if convenient to the operation of the Town.

ARTICLE 11
HOURS OF WORK

SECTION 1. The regular hours of work for all bargaining unit employees except as listed in Sections 2 and 3 below shall be thirty-five (35) hours per week, Monday through Friday, with a minimum of seven (7) hours per day. Normally, the scheduled work day shall be either 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m., with a one (1) hour lunch. Said hours may be restructured depending on the need of the division, department or Town, and such restructuring may be determined by the Town Manager after consultation with the appropriate department head and the employee(s) involved. Individuals covered under this section are expected to work whatever hours are reasonably required to fulfill their responsibilities to the Town. Employees are required to provide their department with a current telephone number and to respond upon contact when reasonably possible. The Town Manager may grant employees compensatory time off in recognition of extra hours worked if and when such hours are not already compensable under Article 12.

SECTION 2. The regular hours of employment for the positions of WPC Supervisor, WPC Assistant Supervisor, Highway Supervisor, ~~Assistant Recreation Supervisor, Program Coordinator,~~ and Facilities Manager² shall be forty (40) hours per week consisting of five (5) work days of eight (8) hours each scheduled in accordance with the needs of the division. Individuals in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

SECTION 3. The regular hours of employment for the positions of Teacher and Teacher Assistant shall be thirty-five (35) hours consisting of five (5) work days of seven (7) hours each with a minimum one (1) hour lunch period scheduled in accordance with the needs of the day care programs. Employees in these positions may be required to report earlier or work later than their regular hours depending on the need of the division, department and the Town.

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

SECTION 5. The service week is a period beginning at 12:01 a.m. Sunday and ending at 12:00

² By amending the Building and Grounds Maintenance Supervisor position (also referred to as "Facilities Manager") in Section 2 above, both parties agree that this position will no longer be eligible to receive financial compensation for overtime work. Instead, this position will earn a base salary of \$90,000 per year with no paid additional overtime, effective June 30, 2017. This position still remains eligible to earn compensatory time in lieu of overtime as described under Article 12, Section 4.]

midnight the following Saturday.

ARTICLE 12
COMPENSATION FOR OVERTIME WORK

SECTION 1. Payment for Overtime

- A. This sub-section shall apply to Engineering Technician II. (At the sole discretion of the Department Director or Town Manager, the position of “Assistant Town Engineer” shall be eligible for overtime based on the needs of the Department). Employees in these positions shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred so that the next immediate succeeding pay check includes such compensation:
- a. At one and one-half (1 1/2) their regular rate of pay for any time that is:
 1. more than eight (8) hours in one day; or
 2. more than forty (40) hours in one week; or
 3. performed on any other day not included in their work schedule.
 - b. At two (2) times their regular rate of pay for any time worked on any day observed as a holiday in accordance with Article 6 or on a Sunday.
- B. This sub-section shall apply to employees in the classifications of: Highway Supervisor, Administrative Supervisor, Building and Grounds Maintenance Supervisor, Water Pollution Control Supervisor and Water Pollution Control Assistant Supervisor. These employees shall continue to be compensated for overtime work in accordance with the practice in effect prior to implementation of this Agreement. Therefore, employees in these positions shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred so that the next immediate succeeding pay check includes such compensation:
- a. At one and one-half (1 1/2) their regular rate of pay for any time that is:
 1. more than eight (8) hours in one day; or
 2. more than forty (40) hours in one week; or
 3. performed on any other day not included in their work schedule.
 - b. At two (2) times their regular rate of pay for any time worked on a day observed as a holiday in accordance with Article 6 or on a Sunday.
- C. This sub-section shall apply to employees in the classifications of Assistant Building Official and Housing Code Inspector. Employees in these positions shall be eligible

for payment of emergency overtime at time and one-half (1 1/2) the regular rate of pay, or two times their regular rate of pay if on a holiday or on a Sunday. "Emergency overtime" occurs when an employee in one of these positions is called in to work outside of the normally scheduled work day by the Town Manager or his/her designee, the Police Department or the Fire Department to handle public safety or human service emergencies. For emergency overtime called in during working hours, if such work is performed contiguous with the normal working schedule, the first hour will be compensated as compensatory time (one to one), and all hours worked thereafter (over 8 hours per day) will be compensated at one and one-half (1 1/2) times the regular rate of pay.

SECTION 2. Approval and Computation of Overtime

- A. Overtime shall be compensated only when such overtime worked has been properly authorized by the Department Head or the Town Manager, as applicable.
- B. For the purpose of computing overtime hours in excess of the basic work week, hours paid but not worked on holidays, vacation or personal leave with pay shall be counted as hours worked.
- C. When an employee is called in to work outside his/her regularly scheduled working hours and is eligible for overtime payment under Section 1 above, he or she shall be paid a minimum of two (2) hours of overtime when such hours are not contiguous with the initial or terminal hours of the scheduled work day.

SECTION 3. Compensatory Time in Lieu of Overtime Payment.

For employees in the classifications listed in Sections 1-B and 1-C above, overtime may be compensated (by agreement between the employee and supervisor) by compensatory time off, computed in the same manner as financial compensation would otherwise have been computed. Effective upon Union ratification Town Council adoption of this contract and every year thereafter, employees will be allowed to carry forward up to 40 hours of earned compensatory time from the previous fiscal year. Any earned compensatory time that exceeded 40 hours from the prior fiscal year shall be forfeited. No payment for unused compensatory time shall be made upon termination of employment for any reason, and compensatory time may not be used as terminal leave.

SECTION 4. Other Compensatory Time

For those positions which do not qualify for overtime payment under Sections 1-A or 1-B compensatory time off equivalent to the actual additional hours worked beyond the regularly scheduled hours may be granted **and used** in accordance with the needs of the department, division

or Town. Effective upon Union ratification Town Council adoption of this contract and every year thereafter, employees will be allowed to carry forward up to 40 hours of earned compensatory time from the previous fiscal year. Any earned compensatory time that exceeded 40 hours from the prior fiscal year shall be forfeited. No payment for unused compensatory time shall be made upon termination of employment for any reason and compensatory time may not be used for terminal leave.

ARTICLE 13
MANAGEMENT RESPONSIBILITIES

The Town and the Union recognize that the positions designated below of the Enfield Professional and Technical Employees Unit, Local 2001, Connecticut State Employees Association, AFL-CIO are and have always been essentially Management positions. Management responsibilities shall be apparent both in Unit members' supervision and direction of subordinate employees and in their attention to the Town's mission of serving the residents of Enfield. The Unit is obligated to ensure that its members, as part of Management, actively support the efforts of the Town Administration to maintain essential Town services in times of emergency and, at such times, to work to minimize the critical hardship that may otherwise befall the Town's residents. Such positions include:

DEPARTMENT OF PUBLIC WORKS

ADMINISTRATIVE SUPERVISOR
ASSISTANT BUILDING OFFICIAL
~~ASSISTANT RECREATION SUPERVISOR,~~ **RECREATION MANAGER**
ASSISTANT TOWN ENGINEER
BUILDING AND GROUNDS MAINTENANCE SUPERVISOR
CIVIL ENGINEER,
ENGINEERING TECHNICIAN I
HIGHWAY SUPERVISOR,
WPC SUPERVISOR

DEPARTMENT OF SOCIAL SERVICES

SR. YOUTH WORKER

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

ASSISTANT TOWN PLANNER,
COMMUNITY DEVELOPMENT COORDINATOR,
PROJECT MANAGER,
HOUSING CODE INSPECTOR,
ZONING ENFORCEMENT OFFICER

OFFICE OF THE TOWN ATTORNEY

ASSISTANT TOWN ATTORNEY

DEPARTMENT OF FINANCE

DEPUTY COLLECTOR OF REVENUE,
DEPUTY ASSESSOR,

GRANTS ACCOUNTANT,
PURCHASING ASSISTANT

DEPARTMENT OF INFORMATION SYSTEMS
PROGRAMMER ANALYST II

ARTICLE 14
WAGES AND CLASSIFICATIONS

SECTION 1. The Classification and Salary Plan in effect prior to the application of the general wages increases set forth below is attached to this agreement as **Appendix "A."** The Human Resources Director shall have discretion to offer new employees or employees who post for the job within the organization a starting salary of plus or minus five (5) percent of the current wage stated in Appendix "A".

SECTION 2. Classification Review. Any employee who believes his position is not properly classified may request the Town Manager to review such position. Within thirty (30) days after the receipt of such request, the Town Manager or the Human Resources Director shall conduct a study to determine the facts and shall meet with the employee(s) and/or his or her Union representative(s) for the purpose of reviewing the findings of the study. The Town Manager or the Human Resources Director shall render his decision in writing to the employee, the Union and the Department Head within fifteen (15) days after such meeting.

SECTION 3. All employees will be paid through direct deposit effective January 1, 2001 and will furnish the Finance Department the necessary information to arrange for said deposit.

SECTION 4 - Effective July 1, 2019, all hourly rates on the base wage schedules in effect on June 30, 2019 shall be increased by zero percent (0.0%).

SECTION 5 - Effective July 1, 2020, all hourly rates on the base wage schedules in effect on June 30, 2020 shall be increased by three percent (3%).

SECTION 6 - Effective July 1, 2021, all hourly rates on the base wage schedules in effect on June 30, 2021 shall be increased by three percent (3%).

ARTICLE 15
INSURANCE

SECTION 1. Health Insurance. The Town shall provide the following insurance program for those employees and their eligible dependents who choose to enroll in such insurance program.

SECTION 2. Employee Contributions Toward Insurance Program.

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

~~Effective July 1, 2017, bargaining unit members shall be required to contribute sixteen (16%) of the cost of his or her insurance coverage through payroll deductions.~~

~~Effective July 1, 2018, bargaining unit members shall be required to contribute seventeen (17%)³ of the cost of his or her insurance coverage through payroll deductions.~~

Effective July 1, 2019, bargaining unit members shall be required to contribute seventeen (17%)¹ of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2020, bargaining unit members shall be required to contribute seventeen (17%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2021, bargaining unit members shall be required to contribute eighteen (17%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2021, employees' who have spouses that have not received a physical examination for the previous year, as determined by the Town, shall deemed as not meeting the Wellness Program requirements and will be required to pay the increased rate for the applicable year.

SECTION 3. Life Insurance. The Town shall pay the full cost of group life insurance in the amount of \$100,000 for each employee. Retirees shall receive life insurance in the amount of \$5,000 paid by the Town.

SECTION 4. Accidental Death and Dismemberment. This insurance, in addition to the life insurance plan, is payable if an employee suffers any of the losses listed below as a result of and within ninety (90) days from the date of an accident occurring while insured as provided by the insurance contract then in force. The Town shall pay the full premium for such coverage. For loss of:

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

SECTION 5. Disability Income Protection. The Town shall pay the full cost of each employee's

³ Members that refuse to participate in the wellness program are expected to pay 22% co-pay for their health insurance the following year.

weekly disability benefits of \$250.00 per week for a maximum of thirteen (13) weeks, commencing upon the exhaustion of the employee's accrued benefit time and any donated benefit time, for total disability as a result of an accidental injury or sickness as provided by the insurance contract in force.

SECTION 6. Change of Carriers. The Town may from time to time change the carriers for any of the insurance programs, provided that the benefits shall be equivalent or better than those provided.

SECTION 7. Blue Cross 65/ Blue Shield 65 - Retired Employees.

- A. **Eligibility.** Any employee, with 10 years of service with the Town and who has worked for the Town until age 55 or later who is retired by the Town of Enfield under the Pension Plan provided by Article 16 of this Agreement or any employee who has 10 years of service with the Town and who has worked for the Town until age 55 or later 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.
- B. **Enrollment.** Employees enrolled in the Town's group insurance plans shall automatically be enrolled in the Town's BC/BS 65 Plan for retirees. Retirees not enrolled in the Town's group BC/BS plans shall apply for membership in the Town's BC/BS 65 Plan upon attaining age 65.
- C. **Type of Plan and Benefits.** The hospital and medical insurance plan shall be the Connecticut Blue Cross 65/ Blue Shield 65 Plan as prescribed by the Blue Cross/ Blue Shield contract in force.
- D. **The Town shall pay the full Connecticut Blue Cross 65/ Blue Shield 65 premium of each subscribing retiree.**
- E. **Retirees shall be able to purchase Blue Cross/ Blue Shield 65 coverage for their spouses at the Town's 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.**

SECTION 8. Health Insurance Buy-back. Effective January 1, 2001 an employee who is covered under alternate health insurance through another employer (e.g. spouse) may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. Such employee shall receive \$1,000 (one thousand dollars), alternatively, an employee eligible for health and dental coverage for 2 or more persons who waives same shall receive \$1,500; on or about December 1 of each year, and prorated as necessary based on the number of calendar months out of the preceding twelve (12) months during which the Town was not required to pay any premiums for health/dental coverage for the employee or his/her dependents. Re-entry into the

Town's insurance program shall be permitted on the first day of January, April, July or October of each year.

ARTICLE 16
PENSION

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

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

SECTION 3. Employees hired on or after July 1, 1999 must join the Town pension plan once they become eligible for said plan. Employees hired before July 1, 1999 who are members of the plan must remain members of the pension plan. Employees hired before July 1, 1999 who are not members of the plan, once eligible, will be given the opportunity to join the plan each July. Once they join the plan they must remain members of the plan.

ARTICLE 17
SENIORITY

SECTION 1. Seniority shall be defined as an employee's length of continuous service with the Town since the most recent date of hire. The Town of Enfield shall establish a seniority list, and the list shall be brought up to date July 1 of each year, and a copy shall be delivered to the Union.

SECTION 2. Officers and stewards of the Union shall have super-seniority in the event of layoff, providing they have the qualifications to perform the work.

ARTICLE 18
PROBATIONARY PERIOD

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

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

- A. Employees shall serve a probationary period of six (6) months for original appointments and three (3) months for promotional appointments.

- B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Town Manager upon request of the Department Head.
- C. In the case of 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.

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

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

SECTION 5. Reinstatement to Former Class For Promoted Employees. An employee appointed from a promotion list who does not successfully complete his/her probationary period shall be transferred to a position in the class occupied by the employee immediately prior to his/her promotion whether from Supervisory or Professional & Technical Unit. If such position has already been filled, the original incumbent shall be eligible to exercise bumping rights to regain his/her former position.

ARTICLE 19

LAYOFF PROCEDURE

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

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

SECTION 3. Order of Layoff. In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority with probationary employees and temporary employees subject to layoff first. In lieu of layoff, an affected employee may elect to

displace the least senior employee in any equal or lower classification in the bargaining unit within a division for which the employee meets the requirements of the position.

SECTION 4. Recall. Employees who are laid off shall have recall rights for a period of one (1) year from the date of layoff and only to the class within the department or division from which the employee was laid off. The most senior employee in the class laid off from the department or division shall be the first employee recalled to that class within the department or division involved from which the employee was laid off provided he is presently qualified to perform the work in the job classification to which he is recalled without further training beyond orientation. Employees shall have two (2) weeks from the date the Town sends a notice of recall to the employee at his last known address to return to the job.

SECTION 5. Grant Employees. Employees who are in positions funded by state or federal grants shall be employed only as long as the funding continues. An employee whose grant funding ends may exercise bumping rights pursuant to Section 3 if desired.

ARTICLE 20 **PROMOTIONS**

SECTION 1. When the Town determines that a vacancy or new position shall be filled, the vacancy or new position shall be posted for a period of seven (7) working days and filled within a reasonable time thereafter.

SECTION 2. Bargaining unit employees who bid on the posted vacancy or new position within the posting period shall be given first consideration with respect to their candidacy for the position; however, if it is deemed by the Town that an outside candidate possesses greater skill and ability than any of the bargaining unit candidates, the Town may fill the vacancy or new position with such outside candidate.

SECTION 3. Seniority shall be a factor after the Town has assessed the skills and abilities of the bargaining unit candidates and when the skills and abilities of such bargaining unit candidates have been deemed by the Town to be equal. When such is the case, the Town shall appoint the most senior employee to the vacancy or new position.

ARTICLE 21 **SAFETY AND HEALTH**

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

SECTION 2. A joint safety committee shall be formed by the Town and the Union and said committee shall meet to review and recommend safety and health conditions.

SECTION 3. The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations or with hazardous equipment and shall pay for the cost of replacement of

employee's prescription glasses if broken at work.

In addition, for employees working in the Department of Public Works, the Town shall subsidize eligible employees up to fifty percent (50%) or reimburse up to \$300 employees that obtain prescription safety eye glasses. This benefit is determined solely by the Director of Public Works and is based on availability of funds. This benefit will only be available one (1) time during the life of this contract, even if the employee breaks his/her original pair of safety glasses, the Town will not purchase a second pair. The safety glasses must conform to OSHA 1910.133 and the employee must show that the glasses meet the following criteria and are labeled as such: ANSI/ISEA Z87.1-2010, Impact Rated.

SECTION 4. The Town shall provide foul-weather gear, i.e., raincoats, rain hats, boots, gloves, etc., and replace as necessary to those employees of the Public Works Department where the need exists.

SECTION 5. The Town shall provide, free of charge to the employee, medical injections for immunizations from the common and contagious diseases during the period of time generally administered by a physician to be provided by the Town. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.

SECTION 6. The Town agrees to continue its practice of providing uniforms to employees in WPC and Highway Divisions who are currently utilizing them.

SECTION 7. The Town agrees to continue the practice of paying meal money to the employees of the Public Works Department who were receiving it prior to the contract.

ARTICLE 22 **NONDISCRIMINATION**

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

ARTICLE 23 **NO STRIKE - NO LOCKOUT**

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

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

ARTICLE 24

MISCELLANEOUS

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

SECTION 2. Copies of Agreement. The Town will provide each employee with a copy of this Agreement within thirty (30) days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.

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

SECTION 4. 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.

SECTION 5. Non-Waiver of Claim. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

SECTION 6. Mileage Reimbursement. Employees who use a privately owned automobile for the conduct of Town business or who are currently receiving a mileage allowance shall be reimbursed for all mileage driven in the conduct of Town business at the IRS rate currently in effect

SECTION 8. Assignment of Town Vehicles. Pool cars may be made available for the Building Inspection Division, Social Services Department and Town Planning Department per the guidelines agreed on May 8, 1991. Those not using pool vehicles and who currently receive a monthly stipend shall continue to receive such stipend.

SECTION 9. Bulletin Boards. One (1) bulletin board shall be reserved at an accessible place in each of three (3) designated work areas for the exclusive use of the Union for the posting of official Union notices.

ARTICLE 25

SAVINGS CLAUSE

SECTION 1. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Connecticut State Board of Labor

Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

SECTION 2. This contract represents complete collective bargaining and full agreement between the parties to rates of pay, wages, hours of employment, benefits, pensions, or other conditions of employment which shall prevail during the term of this agreement. The parties agree that this does not abridge an employee's rights as described in the State of Connecticut Municipal Employee's Relations Act (MERA).

ARTICLE 26

FSA AND CHET PLANS

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

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

ARTICLE 27

DURATION

SECTION 1. This contract shall be in full force and effect from ~~July 1, 2016 through June 30, 2019~~ **July 1, 2019 through June 30, 2022** and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases which bear an effective date prior to the execution of this Agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

SECTION 2. Between the first day of January and the first day of February, ~~2019~~ **2022** either party may notify the other party if it wishes to amend or modify the contract as of July 1, ~~2019~~ **2022** Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

OWN OF ENFIELD

CSEA/SEIU LOCAL 2001, CTW

DATE: _____

DATE: _____

APPENDIX A

Salary Level	Department Classifications	Increase	Fiscal Year	Annual Salary
1	Teacher Assistant, Daycare (1)	0.00%	7/1/2019	\$34,582
		3.00%	7/1/2020	\$35,619
		3.00%	7/1/2021	\$36,688
2	Teacher Assistant, Daycare (2)	0.00%	7/1/2019	\$36,082
	Teacher Assistant, Daycare (3)	3.00%	7/1/2020	\$37,164
	Teacher Daycare (1)	3.00%	7/1/2021	\$38,279

	Health Aide II (1)	0.00%	7/1/2019	\$37,335
	Health Aide II (2)	3.00%	7/1/2020	\$38,455
		3.00%	7/1/2021	\$39,609
3	Teacher Assistant, Daycare (4)	0.00%	7/1/2019	\$37,587
		3.00%	7/1/2020	\$38,715
		3.00%	7/1/2021	\$39,876
4	Recreation Program Coordinator	0.00%	7/1/2019	\$38,000
		3.00%	7/1/2020	\$39,140
		3.00%	7/1/2021	\$40,314
5	Teacher Day Care (4)	0.00%	7/1/2019	\$42,097
	Teacher Day Care (5)	3.00%	7/1/2020	\$43,360
		3.00%	7/1/2021	\$44,661
	Health Aide II (3)	0.00%	7/1/2019	\$42,599
	-	3.00%	7/1/2020	\$43,877
	-	3.00%	7/1/2021	\$45,193
6	Teacher Daycare (6)	0.00%	7/1/2019	\$44,102
	Teacher Daycare (7)	3.00%	7/1/2020	\$45,425
	Teacher Daycare (8)	3.00%	7/1/2021	\$46,788
	Teacher Daycare (9)			
	Teacher Daycare (10)			
	Teacher Daycare (11)			
Salary Level	Department Classifications	Increase	Fiscal Year	Annual Salary
	Youth Counselor I	0.00%	7/1/2019	\$47,361
	-	3.00%	7/1/2020	\$48,782
	-	3.00%	7/1/2021	\$50,245

7	Teacher Daycare (12)	0.00%	7/1/2019	\$48,112
		3.00%	7/1/2020	\$49,555
		3.00%	7/1/2021	\$51,042
8	Teacher Daycare (13)	0.00%	7/1/2019	\$50,118
		3.00%	7/1/2020	\$51,622
		3.00%	7/1/2021	\$53,170
	Youth Counselor II	0.00%	7/1/2019	\$50,368
	-	3.00%	7/1/2020	\$51,879
	-	3.00%	7/1/2021	\$53,435
	Information Systems Technician (1)	0.00%	7/1/2019	\$51,620
	-	3.00%	7/1/2020	\$53,169
	-	3.00%	7/1/2021	\$54,764
9	Assistant Town Clerk	0.00%	7/1/2019	\$52,623
		3.00%	7/1/2020	\$54,202
		3.00%	7/1/2021	\$55,828
10	Case Worker	0.00%	7/1/2019	\$53,754
		3.00%	7/1/2020	\$55,367
		3.00%	7/1/2021	\$57,028
11	Social Workers	0.00%	7/1/2019	\$55,000
		3.00%	7/1/2020	\$56,650
		3.00%	7/1/2021	\$58,350
12	Information Systems Technician (2)	0.00%	7/1/2019	\$58,010
		3.00%	7/1/2020	\$59,750

Salary Level	Department Classifications	Increase	Fiscal Year	Annual Salary
		3.00%	7/1/2021	\$61,543
13	Assistant Recreation Supervisor	0.00%	7/1/2019	\$59,389
	Recreation Manager	3.00%	7/1/2020	\$61,171
	Senior Center Manager	3.00%	7/1/2021	\$63,006
14	Assistant Town Planner (1)	0.00%	7/1/2019	\$60,140
		3.00%	7/1/2020	\$61,944
		3.00%	7/1/2021	\$63,803
15	Technical Project Coordinator	0.00%	7/1/2019	\$61,647
		3.00%	7/1/2020	\$63,496
		3.00%	7/1/2021	\$65,401
16	Accountant	0.00%	7/1/2019	\$62,898
	Lead Technician - Info. Tech.	3.00%	7/1/2020	\$64,785
	ZEO/Supervisor	3.00%	7/1/2021	\$66,728
17	Help Desk Coordinator	0.00%	7/1/2019	\$65,000
		3.00%	7/1/2020	\$66,950
		3.00%	7/1/2021	\$68,959
18	Assistant Town Planner (2)	0.00%	7/1/2019	\$65,653
		3.00%	7/1/2020	\$67,623
		3.00%	7/1/2021	\$69,651
19	Head of Children/Teen Service Lib.	0.00%	7/1/2019	\$66,654
	Public Services Librarian	3.00%	7/1/2020	\$68,654
		3.00%	7/1/2021	\$70,713

20	Reference Librarian	0.00%	7/1/2019	\$69,161
		3.00%	7/1/2020	\$71,236
		3.00%	7/1/2021	\$73,373
	Webmaster	0.00%	7/1/2019	\$69,661
	-	3.00%	7/1/2020	\$71,751
	-	3.00%	7/1/2021	\$73,903

Salary Level	Department Classifications	Increase	Fiscal Year	Annual Salary
21	Assistant Building Official (1)	0.00%	7/1/2019	\$73,923
	Assistant Building Official (2)	3.00%	7/1/2020	\$76,141
		3.00%	7/1/2021	\$78,425
22	Engineering Tech. II, Grade 2	0.00%	7/1/2019	\$74,169
	Housing Code Inspector	3.00%	7/1/2020	\$76,394
	Purchasing Assistant	3.00%	7/1/2021	\$78,686
23	Assistant Town Engineer	0.00%	7/1/2019	\$94,218
		3.00%	7/1/2020	\$97,045
		3.00%	7/1/2021	\$99,956
24	Facilities Manager	0.00%	7/1/2019	\$95,509
		3.00%	7/1/2020	\$98,374
		3.00%	7/1/2021	\$101,325
25	Assistant Town Attorney	0.00%	7/1/2019	\$102,238
		3.00%	7/1/2020	\$105,305
		3.00%	7/1/2021	\$108,464

APPENDIX B
FAMILY/MEDICAL LEAVE POLICY
TOWN OF ENFIELD

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.
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.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same.	Same.
Provisions if Both Spouses Work For the Town	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if both employees work in the same department then the leave cannot be taken on the same scheduled work days.	2 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department, then the leave cannot be taken on the same scheduled work days, except for the serious health condition of the spouse.
Restoration to Position	<p>Must be restored to the same position held prior to the leave; or</p> <p>To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment.</p> <p>An employee has no greater right to 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.
Second and Third Opinions	<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</p>	Not applicable.	<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</p>

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD,PARENT OR SPOUSE
	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.		agree on the provider. The decision of the third opinion is final.
Certification For Return to Work	Certification of fitness for duty may be required of all employees taking FMLA leave.	Certification of fitness for duty may be required of all employees taking FMLA leave. FAMILY/MEDICAL LEAVE POLICY	Not applicable.
Relationship To Paid Leave	Employee may utilize accrued sick leave, then may request unpaid leave for the duration of the FMLA leave. The employee may substitute accrued vacation leave in place of all or part of the unpaid leave, if s/he so desires.	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. 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.	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.
Sick Leave And Vacation Leave Accruals	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.	Same.	Same.

<i>ISSUES</i>	<i>PERSONAL SERIOUS HEALTH CONDITION</i>	<i>BIRTH, ADOPTION OR FOSTER CARE</i>	<i>SERIOUS HEALTH CONDITION OF CHILD,PARENT OR SPOUSE</i>
<p>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 make the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will remain in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work.</p>	<p>Same.</p>	<p>Same.</p>

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

APPENDIX C



TOWN OF ENFIELD

May 18, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing Town Manager to Sign an Application and Execute Assistance Agreement with State of Connecticut Department of Housing for the 2020-21 Community Development Block Grant Small Cities Program for Homeless Shelter Diversion Program Funds

Councillors:

Highlights:

- Funds are currently available, on a competitive basis, through the federal Community Development Block Grant (CDBG) Small Cities Program administered by the Connecticut Department of Housing.
- The Town Department of Social Services intends to apply for Fiscal Year 2020-21 CT Department of Housing (DOH) Small Cities Community Development Block Grant funds in the amount of \$250,000.
- These funds will be used to sustain the implementation of the Homeless Shelter Diversion program for people in Enfield who are homeless or near homeless, by conducting assessments and linking people to supports and services in Town and through other community serving agencies.
- The Town intends to subcontract a portion of direct service to qualifying agencies to serve Enfield and the surrounding towns.
- Due to COVID-19, the required public hearing scheduled for March 16, 2020 was cancelled. Residents were advised to write in/email any comments or concerns by April 20, 2020. There were no comments or concerns received.

Budget Impact:

There is no impact to the Town budget.

Recommendation:

That the Town Council approve the attached Resolution to submit the application.

Respectfully Submitted,

Cindy Guerreri
Director of Social Services

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL
RESOLUTION NO. _____

Resolution Authorizing the Town Manager to Sign an Application and Execute Assistance Agreement with State of Connecticut Department of Housing for the 2020-21 Community Development Block Grant Small Cities Program for Homeless Shelter Diversion Program Funds

WHEREAS, Federal monies are available under the Connecticut Small Cities Community Development Block Grant Program (CDBG), administered by the State of Connecticut Department of Housing pursuant to Public Law 93-3 83, as amended; and,

WHEREAS, pursuant to Chapter 127c, and Part VI of Chapter 130 of the Connecticut General Statutes, the Commissioner of Housing is authorized to disburse such Federal monies to local municipalities including for Shelter Diversion programs; and,

WHEREAS, the Social Services Department submitted a non-binding Letter of Intent to apply for \$250,000 in funding for a regional mobile homeless shelter diversion program on February 18, 2020; and,

WHEREAS, the Town could be eligible for up to \$50,000 in financial compensation if the grant is funded.

- RESOLVED, 1. That it is cognizant of the conditions and prerequisites for State Assistance imposed by Part VI of Chapter 130 of The Connecticut General Statutes; and,
2. That the filing of an application by the Town of Enfield in an amount not to exceed \$250,000.00 is hereby approved, and that the Town of Enfield Town Manager, Christopher W. Bromson, or his designee, is hereby authorized and directed to file such Application with the Commissioner of the Department of Housing, to provide such additional information, to execute such other documents as may be required by the Commissioner, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an Agreement is offered, to execute any amendments, rescissions, and revisions thereto, and to act as the authorized representative of the Town of Enfield.

Date: May 18, 2020

Submitted By: Cindy Guerreri, Director of Social Services.



TOWN OF ENFIELD

May 6, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing Town Manager to Sign an Application and Execute Assistance Agreement with State of Connecticut Department of Housing for the 2020 Community Development Block Grant Small Cities Program

Councilors:

Highlights:

- Funds are currently available, on a competitive basis, through the federal Community Development Block Grant (CDBG) Small Cities Program administered by the Connecticut Department of Housing.
- The Town intends to apply for program funds of \$200,000 for the Enfield Housing Rehabilitation Loan Program.
- The Enfield Housing Rehabilitation Loan Program provides residents of low to moderate-income financial and technical assistance with home rehabilitation projects.
- Due to COVID-19, the public hearing scheduled for March 16, 2020 was cancelled. We advised residents to write in any comments or concerns by April 20, 2020. We did not receive any comments or concerns.

Budget Impact

The approval of the proposed resolution will have no impact on the Town's budget.

Recommendation:

That the Town Council adopts the attached state-required resolution.

Respectfully Submitted,

Nelson Tereso
Deputy Director of Economic & Community Development

Attachments

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Authorizing Town Manager to Submit and Sign an Application and Execute Assistance Agreement with State of Connecticut Department of Housing for the 2020 Community Development Block Grant Small Cities Program

WHEREAS, Federal monies are available under the Connecticut Small Cities Community Development Block Grant Program, administered by the State of Connecticut, Department of Housing pursuant to Public Law 93 -3 83, as amended; and,

WHEREAS, pursuant to Chapter 127c, and Part VI of Chapter 130 of the Connecticut General Statutes, the Commissioner of Housing is authorized to disburse such Federal monies to local municipalities; and,

WHEREAS, it is desirable and in the public interest that the Town of Enfield make application to the State for \$200,000.00 in order to undertake a Small Cities Community Development Program and to execute an Assistance Agreement therefore, should one be offered.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL:

1. That it is cognizant of the conditions and prerequisites for State Assistance imposed by Part VI of Chapter 130 of The Connecticut General Statutes; and,
2. That the filing of an application by the Town of Enfield in an amount not to exceed \$200,000.00 is hereby approved, and that the Town of Enfield is hereby authorized and directed to file such Application with the Commissioner of the Department of Housing, to provide such additional information, to execute such other documents as may be required by the Commissioner, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an Agreement is offered, to execute any amendments, rescissions, and revisions thereto, and to act as the authorized representative of the Town of Enfield.

Date Prepared: May 6, 2020
Prepared By: Office of Community Development



TOWN OF ENFIELD

May 8, 2020

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to Expend the Sum of \$110,000 from Department of Public Works Highway Division Operating Funds for Repairs to Sections of Somers Road and Moody Road

Councilors:

Highlights:

- The Department of Public Works Engineering Office has determined that sections of Somers Road and Moody Road are in poor condition and require immediate repair. It has further been determined that funds for a full depth reconstruction are not available at this time.
- The Engineering Office has recommended that these roads be milled and overlaid. This process would extend the life of the roads and ensure the safety of the traveling public until a full depth reconstruction can be performed. The cost of this work is estimated at \$110,000.
- Due to the mild winter, the DPW Highway Division has surplus funds in various accounts budgeted for snow removal and mitigation. These include highway accounts for snow plowing contractors, meals, motor vehicle fuel and road salt. The Highway Division also has excess funds for rental of storage for evictions. This property is now stored on site at the Public Works Complex.
- In total, these available funds exceed the \$110,000 required for the work on Somers Road and Moody Road.
- DPW therefore requests that the Council authorize the use of these funds to mill and overlay sections of Somers Road and Moody Road.

Budget Impact:

There is no budget impact.

Recommendation:

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

Respectfully Submitted,

Donald Nunes
Director of Public Works

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION # _____

**Resolution to Expend the Sum of \$110,000 from Department of Public Works
Highway Division Operating Funds for Repairs to
Sections of Somers Road and Moody Road**

WHEREAS, sections of Somers Road and Moody Road in the Town of Enfield are in poor condition and require repairs; and

WHEREAS, the cost of such repairs is estimated at \$110,000, and sufficient funding for such repairs is unavailable in accounts previously appropriated for road constructions; and

WHEREAS, the mild winter has resulted in a surplus in various Department of Public Works Highway Division funds that were budgeted and appropriated for snow removal.

NOW THEREFORE BE IT RESOLVED, that the Enfield Town Council does hereby authorize the expenditure of funds, not to exceed \$110,000, which were previously budgeted and appropriated for snow removal, for repairs to sections of Somers Road and Moody Road.

Date Prepared: May 8, 2020
Prepared by: Donald Nunes, Director of Public Works