



**MINUTES
TOWN COUNCIL
REGULAR MEETING
January 21, 2025
7:00 PM - Town Hall - Council Chambers
<https://youtube.com/live/Rdk678YIPdg>**

1. PRAYER - Gina Cekala

Councilor Cekala shared a quote from a speech given by Martin Luther King, Jr.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Present: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire

Absent: None

Also Present were Town Manager, Christopher Bromson; Assistant Town Manager, Steve Bielenda; Interim Town Attorney, Tom Tyler; Director of Public Works, Donald Nunes; and Town Clerk, Sheila Bailey.

4. FIRE EVACUATION ANNOUNCEMENT

The fire evacuation was announced.

5. MINUTES OF PRECEDING MEETINGS

- Special Meeting - January 6, 2025

MOTION #7112 by: Cynthia Mangini seconded: Marie Pyznar to accept the minutes.

Upon a **SHOW OF HANDS** vote, the Chair declared **MOTION #7112** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

- Regular Meeting - January 6, 2025

MOTION #7113 by: Cynthia Mangini seconded: Lori Unghire to accept the minutes. Upon a **SHOW OF HANDS** vote, the Chair declared **MOTION #7113** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

6. SPECIAL GUESTS

None.

7. PUBLIC COMMUNICATION AND PETITIONS

John Malinowski, 1302 Bigelow Commons

Mr. Malinowski has been a member of the Diversity Equity and Inclusion Committee (DEI) since its inception in 2023. He urged the Council to retain and support the committee which he believed had played an important role in fostering inclusivity and equity in Enfield.

The committee was created in response to an incident dating back to 2022 where a young Enfield high student was threatened and called a racial slur while fundraising. Mr. Malinowski explained that there was another case where a Shop Rite employee was being discriminated against because of their hairstyle, which is a violation of the Crown Act. He recalled other incidents that have been the topic of conversation showing areas of inequity and discrimination in Enfield, including affordable housing, housing moratoriums, diversification of the Historic District and banning the Pride Flag. He said that as a DEI Committee member, he is aware of the challenges they have faced. He does not believe they are reason to disband them but, instead, strengthen them. A study conducted by the DEI Committee showed gaps in representation, equity, and inclusion which further proved the point that more work needed to be done.

Mr. Malinowski's personal and professional background has been helpful during his time on the committee. He believed the Council and town leadership has hindered the growth of the committee. He stated that two individuals had applied for vacant seats dating back to August, as well as a current member looking to seek another term, but no action had been taken. In closing, he asked the Council to fill the empty seats so that the DEI Committee could continue to do their work within Enfield and move forward to make all residents feel welcome and safe.

Patrick Thibodeau, 20 Cora Street

Mr. Thibodeau recalled a story from the early 1980's in Scotland, CT where members of the KKK had set a cross on fire, and how those pictures shocked residents of Connecticut, as they couldn't believe such events would take place during that time. He stated that during the years of 1978-1980, there were over twenty-four such cases across the state with at least two occurring in Enfield, committed mostly by teenagers. Mr. Thibodeau said that history tends to repeat itself if people are not vigilant, especially in times of economic and social stress. He provided points as to why the DEI Committee could help mitigate such events from occurring again. They included the case of Sarah Hernandez vs. Town of Enfield, which was due to the failure of the school board in meeting her needs as an autistic and deaf individual. The case was costly, and he believed that the DEI Committee (if it had existed at the time) could have flagged the situation early and explained ADA laws to prevent escalation. He also said that Enfield had one of the highest school arrest rates, and

FOIA requests failed to determine whether racial disparity had played a part as that data was not provided.

Mr. Thibodeau was concerned about the outcome of codifying the Flag Policy in the Charter, stating that it could either not receive any attention, or it would be seen in a bad light by those in the LGBTQ+ community. He explained that a DEI Committee could investigate the impacts of such situations and present the information to the Council. The goal of the committee is to provide a safe and positive town for every resident, while identifying areas of improvement.

Kyle Bell, 4 Stanley Drive

Mr. Bell stated he was disappointed in the possibility of disbanding the DEI Committee. Mr. Bell has resided in Enfield since 2018 and owns a home, works on the Fire Department, and is a member of two town committees, on top of his full-time job as an agricultural investment promoter. In this role he speaks with key stakeholders and members of Congress about agricultural issues, as well as equity and inclusion amongst members of the LGBTQ+ community within that field. As a member of the LGBTQ+ community himself, he believed that there would be a ripple effect for the foreseeable future if the committee is disbanded. As families look to move to Enfield, they research town culture and political climate to help make their decision. Many recent articles including the flag ban are the first to appear when searching Enfield, which he believed put the town in a negative light. He also believed that there are more pressing issues for Enfield including roads, waste infrastructure, economic development, and rising taxes, which affect every town resident. He said that the decorum and respect amongst Council members and even towards residents needed improvement. He urged the Council to reconsider disbanding the DEI Committee, stating that it would have lasting negative impacts on Enfield.

Chris Lange, 90 South Road

Ms. Lange said she has been an Enfield resident since 1954. Ms. Lange stated that 90% of single homes in Enfield are owned by white individuals and families. She has been a member of SURJ (Showing Up for Racial Justice) on the west coast and brought the program here. She was excited when they were working on the DEI Committee proposal and said she has attended more of their meetings than the Town Council liaison members. She challenged the reasons for disbanding the committee. She didn't believe members were hostile towards each other but felt that they had animated conversations regarding the lack of funding for their programs. She didn't believe the committee had received adequate support from the Council through funding, meeting, or attendance. She was upset applicants had not been contacted to fill vacancies.

Ms. Lange stated that the cost of the lawsuits could have been mitigated through the use of the DEI Committee. If the name of the committee was the issue, then they should change it. She wished that more committees had their meetings uploaded to YouTube and didn't feel it was a money problem, but one of transparency. She said that Enfield has around fifty-three committees and subcommittees, of which thirty-three have vacancies. Roughly seventy vacancies exist within those committees. She questioned why they would look to disband the DEI committee, when there were problems across all of them. She urged the Council to protect all the residents of Enfield.

Rosaland Swift, 14 Gary Drive

Ms. Swift questioned why Enfield would look to dissolve a committee that represents a diverse community allowing all residents to have a voice. Ms. Swift wanted to know why Enfield would look to prevent Enfield residents from succeeding by having fair and equal opportunities. She understood that equal outcomes are not possible due to the individuality of people, intelligence, and other reasons. She stated the importance of having a sense of belonging and inclusion. She wanted to know what prevents African American students from learning about their culture and heritage in school, and the wonderful achievements they have made to benefit society, and recommended they search www.blackinventors.com, which includes millions of inventions from members of the African American community. She would like that information taught from elementary all the way through high school. Ms. Swift has been an Enfield resident for over forty-five years and recently started getting more involved. She wished to have more open conversations to gain different perspectives and to come together.

Robert Buczkowski, 21 Francis Avenue

Mr. Buczkowski asked for more transparency between accounting practices of the Board of Education and the Town of Enfield and hoped for monthly spreadsheets and detailed accounting to be performed. He wanted more information on the \$10 million overspend. He agreed with the monthly meetings between the BOE and the town, saying it was transparent and provided opportunity to fix problems as they arose. He proposed the implementation of a monthly balance sheet and income statement showing itemized expenditures. He believed the BOE and town administration should have uniform reporting standards, including recommendations from the external review. He understood that the accounting practices between the two are different, but was hopeful GAAP would be discussed. He would like the auditors to provide a summary to the Council. He understood that they needed to fund the \$10 million overspend and pay the staff but cannot understand the lack of accountability for those involved. He believed the BOE just spent more than they were allowed or budgeted for, and the reason was irresponsible financial management. He believed state grants, the ARPA funds, and special education costs were just distractions.

To avoid the overspend, he said cuts could have been made preemptively prior to them being made necessarily. He would like to see the issue forwarded to the DA's office, who would do an investigation to determine what steps would follow.

Rosaland Swift, 14 Gary Drive

Ms. Swift encouraged the Council to watch the movie "The Six Triple Eight", which chronicled the achievements of the first and only African American Women's Army Corps to serve overseas in World War II. Ms. Swift said that she has sent many emails to the Council, and there had been applications which were never processed, including hers. She said it was very important for every resident of Enfield to feel seen, understood, and welcomed. She understands it's a touchy subject, and many may not be willing or able to work together.

John Malinowski, 1302 Bigelow Commons

Mr. Malinowski reviewed the October 22nd meeting where the Council voted on the DEI Committee, and at that time, there were eight in favor, one against, and two abstentions. Mr. Malinowski mentioned that the vote against was because of a lack of budget for the committee. The abstentions were due to lack of information, though one had previously been in favor. He mentioned that there is not one person of color on the Council, and that was an observation and not a criticism. He said teachers need to be hired to reflect the growing minority population. Students and families of those with special needs require representation. Seniors and those with disabilities need help and support. He believed there was opportunity for education on race and diversity. He urged the Council to vote in favor of continuing the work of the DEI committee.

8. COUNCILOR COMMUNICATIONS AND PETITIONS

Councilor Santanella addressed Robert Buczkowski by saying that we need to be aware of the accusations we make. Mr. Santanella stated that Enfield was not the only town in the state that had an issue with their school budget shortfalls. In each case, the towns paid the difference. The state budgeted \$181 million to fund special education for this fiscal year, the bill is \$80 million above that. He said the audit would look into what happened so they can better understand what they can improve going forward. He asked that Mr. Buczkowski and others be more aware of the accusations they make, as they impact the individuals and their families. He reserved his comments about the DEI for later in the meeting.

Councilor Cekala thanked the residents that came forward to speak about the DEI and said she would save her comments for later on in the discussion. Ms. Cekala stated that it was important to recite facts over untruthfulness, because the more times someone speaks about something untrue, the more people begin to believe it. In the case of the school board, it was important to note that they do not have a contingency account in which they can

transfer money as needed, like the Town Council does for items on the agenda this evening.

Ms. Cekala asked for clarification regarding the changes made at the last meeting to the School Modernization Pre-K resolution. She asked who made them or rejected the resolution as it was originally written. Mayor Nelson responded that the Superintendent sent over the original draft (identical to JFK's) and there were six Council members and six BOE members on it. It was reduced to four Council members and four BOE members, removing the liaisons and having two of the members acting as liaisons. The Republican caucus moved forward with the recommendations to the Superintendent. He did not receive a response from the Democratic caucus.

Councilor Cressotti didn't recall receiving an email asking for input. Mr. Cressotti said he gave his input the evening of the meeting, but again, didn't remember getting an email about the resolution.

Mr. Cressotti announced that on February 1st, Allied is having their fundraiser dance to benefit the Special Olympics. The event will be held at Twin Hills Country Club, and anyone interested may contact him or Mike Vignone at Allied to purchase tickets. He also reported that there was an accident at the corner of Oliver and Enfield Street a few weeks back that destroyed a pole, and he asked if Eversource could be contacted to take a look at the light as it is not working since they fixed the pole after the accident.

Mr. Cressotti said that at the last Joint Insurance meeting they were discussing the claim fund balance, which includes funds that are contributed to both the BOE and town employees for their health insurance. There is going to be a meeting in February where the BOE will need a specific total from the insurance agent to determine the percentage. He's concerned about the claim fund balance and asked to confirm that the town is carrying the funds for the claim fund balance based on the number of employees (current and projected) for the next budget cycle. He believed there was a deficit of \$800,000 from the BOE side, and they were curious as to whether they would be reimbursed for getting the claim fund balance up to the desired total. He asked that the insurance agent be prepared to answer those concerns so that they are fully aware. He also announced that the Charter Revision Commission will be meeting Thursday, January 23rd at 6:30 pm in the Scitico Room. He asked about the possibility of televising the proceedings and was told to discuss it during Reports of Special Committees. He also thanked the residents who came to speak about the DEI committee and said it was disheartening that they would be discussing the possibility of them disbanding after all the time they spent putting it together. He said that it was wrong if there were vacancies that were applied for and were ignored.

Councilor Mangini thanked the Enfield Fire Department for responding to a small fire at her home. Ms. Mangini said they were very fast and thorough, making sure to check the outlets and walls.

Ms. Mangini requested that vacancies in committees be put on the agenda so interested parties could apply. She also announced that the Best Buddies group at JFK received the "Best Middle School Chapter" award for the state and thanked Mrs. Santanella and Mrs. Simone, the two special education teachers and directors of the group. The two were extended an invite to the BOE meeting on the 28th to speak about the program. She also said that the Mayor received a thank you from Enfield's sister city in Taiwan, Taoyuan City in the Republic of China. Enfield also has another sister city in Sweden. The card thanked Enfield for their support, diplomacy, and friendship. The Mayor of Taoyuan City wished us a Happy New Year and look forward to strengthening our relationship.

Councilor Rousseau said the "Notify Me" button on the front page of the town website was a great resource and tool for members of the community looking to stay engaged with different activities within town. Mr. Rousseau has been contacted by residents who have used the application and were disappointed that they were not receiving notifications and asked if it could be looked into.

Councilor Hendrickson asked for a status on the drainage project at the high school. Mr. Hendrickson said that with spring approaching, he has been contacted about the Powder Hollow baseball field and inquired as to whether they would be able to play there this spring. He noticed that it was on the agenda to pay for the audit and asked if it was typical to pay for something on the front end before it has been started. He thanked the DPW for their work during the last snowstorm, saying the roads looked great, but said that he heard Elm Street (a state road) was in poor driving condition.

Councilor Ludwick provided clarification on the language used for the BOE, stating it is not a fund balance but, in fact, an IBNR (Incurred but Not Reported) reserve account. He agreed that he would like to see them have a larger cushion, but it is added in by Mr. Wilcox, and it's part of the conventional equivalence the board works with. He would like to see quarterly meetings with their carrier for health insurance to discuss utilization. The contingency fund the BOE has sits around 2% of their budget which can carry over to the next year, and the management of that fund is at the discretion of the BOE.

Deputy Mayor Pyznar said that the reason there is no person of color sitting on the Council is because no one has run for a seat. She said that a female person of color ran for a BOE seat and is currently serving on the board. She welcomed any interested persons to run for

Council if they chose. She reminded residents that it's an elected position and not an appointed one. The same applies for the teachers in the schools stating that if you don't apply, you won't get the position.

Ms. Pyznar said that Octane and Zen Leaf, the two cannabis retailers, will soon be opening. It was her belief that there was a state statute that determined how many could open per town and to her knowledge, Enfield was allotted two. She said that there is an influx of smoke and vape shops in Enfield, and she wanted to ensure that the same could not happen with cannabis retailers in town.

Mayor Nelson said he watched the most recent BOE meeting and was shocked. Mr. Nelson stated the Pre-referendum Committee, including the previous one for JFK and Enfield High, included teachers, administrators, Council members, BOE members, and people within the school system. This group would meet and put together a plan to discuss the direction they would like to see the schools go in. It could include plans such as possible redistricting, closing schools, building new ones, which ones qualify or need space, etc. He said the JFK and Enfield High group worked very hard and presented information and have since "passed the baton" to the Pre-Ref Committee. The original committee determined they could renovate the schools with \$170 million or build three new ones for \$200 million plus. At the time, they chose to spend \$170 million. The next step is to present it to engineers, architects, and the State of Connecticut who will determine which schools will qualify. They do not use the same committees because they require different needs during different phases. Upon completion of the study, it goes to referendum. It is the hope that they will have it in time for November or the beginning of the spring. The goal is to get it onto the ballot in November. If it were to pass, it would then get moved to the Building Committee which is comprised of engineers and electricians. The Republicans have chosen their two members, and the Democrats chose their two, as well as two of each party from the BOE. Interested parties may apply online via the town website.

Mr. Nelson said there was too much misinformation being spread. He asked for the exact number of teachers who have been laid off. He believed the number to be thirty and not one hundred-twenty as originally thought. He looked forward to Councilor Santanella working with representatives at the state level to help fund special education. He said the Republicans had put forward a budget that would have funded 100% of special education. He urged residents to contact their state representatives and senators to find out the truth about education funding, and not through avenues such as Facebook.

9. TOWN MANAGER REPORT AND COMMUNICATIONS

Town Manager Bromson said that in prior years, there was an incident where the insurance for the Board of Education had not been fully funded. Mr. Bromson said that during monthly

meetings, they meet with Steve Moccio and Andy Longey to discuss ongoing insurance costs for the upcoming budget. As a new member, Mr. Moccio has asked questions about Medicare and other points of concern. He hoped that the audit would provide answers and suggestions for both the BOE and the town. He said they have a meeting next week with their insurance people to compile numbers for the budget.

Mr. Bromson informed residents that vacancies may be found on the town website. He recommended that a separate vacancy posting be created bi-weekly to go along with the agenda, but not with, as to not congest the agenda. Assistant Town Attorney Bielenda said that currently seventy-three vacancies exist for various boards and commissions. Interested residents can apply by clicking the link on the website. Mr. Bielenda said that the town's insurance agent and vice president of the insurance company will be meeting with the Superintendent and Assistant Superintendent to begin crunching numbers. It was his hope that after meeting every month, those numbers would start to decrease based upon claims experience. Mayor Nelson asked if the information could be brought to the next joint BOE and Council meeting, so that members could get a better understanding.

Mr. Bromson further clarified that the town needs to have a resolution passed in order to set aside money for things such as the audit. To his knowledge, the auditing company has not been prepaid. He said that he could obtain a payment schedule from Finance Director Wilcox, if anyone was interested.

10. TOWN ATTORNEY REPORT

Interim Town Attorney Tyler updated the Council that they have several qualified applicants for the new Assistant Town Attorney position.

Mayor Nelson asked for an update regarding Shipman and Goodwin LLP and the Woodsonia project. Mr. Tyler stated that they received the information from Shipman and Goodwin last week, and forwarded it to the Town Managers office, Mr. Wilcox, and Woodsonia for review.

11. REPORT OF SPECIAL COMMITTEES OF THE COUNCIL

Councilor Cressotti said that Thursday, January 23rd, the Charter Revision Commission will be meeting at 6:30pm in the Scitico Room. Mr. Cressotti asked if the next six meetings could be televised, and the potential cost was discussed at the last meeting. Mayor Nelson asked if a cost analysis could be drafted to determine the cost of having Alex and his staff provide video services in the Scitico Room since it is not equipped.

Councilor Nasuta asked if they could add the update and status for the three water treatment plant projects to the DPW Subcommittee agenda. Mayor Nelson suggested it as

a recurring line item for "Update on Pump Stations".

Councilor Ludwick asked if updates on the community funds received from the marijuana shops could be given to the General Governance Subcommittee going forward. Mr. Ludwick said that eventually they would be receiving lawsuit money, and they will be reviewing how to spend the funds. Currently, there is no money in that fund. The funds need to remain separated, the same as the lawsuit funds. This would allow it to be tracked by the public. Mayor Nelson said that only one of the two future marijuana companies have complied with the town, including building permit specifications. He said that the outside of the building in the business district is an eyesore and embarrassment to Enfield.

Deputy Mayor Pyznar said that they discussed outstanding funds at the last Commission on Aging meeting from the Senior Repair program. The Commission is still waiting for guidance on how to spend the money. Ms. Pyznar said that on February 9th at 10:00am, the Veterans Council will put on the Four Chaplain's Mass to be held at St. Patrick's Church. She encouraged residents to attend, saying the mass serves as a reminder to what those four men sacrificed during World War II. It's open to all denominations.

12. UNFINISHED BUSINESS

None.

13. NEW BUSINESS

A. Consent Agenda

MOTION #7114 by: Marie Pyznar, seconded: John Santanella to accept the consent agenda.

Upon a **SHOW OF HANDS** vote, the Chair declared **MOTION #7114** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None. ***Consent Items # 1-6 are as follows:***

1. Resolution to Transfer Funds for the Family Resource Center LEGO Grant: \$100,710

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

BE IT FURTHER RESOLVED, that any funds remaining at the end of fiscal year 2025 can be carried forward to fiscal year 2026.

FROM: LEGO GRANT

<i>Revenue</i>	22046147-460098	\$100,000
Printing	22046147-555000	\$210
Other Supplies/Materials	22046147-561900	\$500

TO: *LEGO GRANT*

<i>Salaries</i>	22046147-511000	\$56,644
Stipend	22046147-516000	\$1,708
Health/Medical Insurance	22046147-521000	\$13,126
Social Security	22046147-522000	\$3,634
Medicare	22046147-522100	\$850
Professional Development	22046147-532200	\$500
Parent Activities	22046147-532500	\$1,578
Other Professional Services	22046147-533900	\$9,500
Instructional Supplies	22046147-561100	\$5,930
Office Supplies	22046147-561200	\$120
Technology Supplies	22046147-561300	\$1,000
Food	22046147-563000	\$1,000
Furniture	22046147-573000	\$5,000
Dues/Fees	22046147-581000	\$120

Certification: I hereby certify that the above-stated funds are available as of January 21, 2025, by *John A. Wilcox, Director of Finance*

2. Resolution to Transfer Funds within the Integrated Care Pilot Grant \$2,266.47

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

FROM: *Integrated Care Pilot*

<i>Salaries</i>	22046170-511000	\$2,266.47
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TO: *Integrated Care Pilot*

<i>Medical Insurance</i>	22046170-521000	\$2,266.47
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I hereby certify that the above-stated funds are available as of 1/15/2025, by *John A. Wilcox, Director of Finance*

3. Request to transfer funds for Amplify Grant \$5,411

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

BE IT FURTHER RESOLVED, that any funds remaining at the end of fiscal year 2025 can be carried forward into fiscal year 2026.

FROM: Amplify Grant Deferred 22046145-460170 \$5,411
Revenue

TO: Amplify Grant

Overtime	22046145-514000	\$1,000
Other Professional Services	22046145-533900	\$1,142
Advertising	22046145-554000	\$1,123
Printing	22046145-555000	\$616
Supplies/Materials	22040145-561900	\$1,530

*I hereby certify that the above-stated funds are available as of January 15, 2025, by
John A. Wilcox, Director of Finance*

4. Resolution to Transfer Funds for DPW Sign Making Supplies - \$20,000

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

FROM: GENERAL FUND - PUBLIC WORKS - ADMINISTRATION

Health Insurance	10300100 - 521000	\$20,000
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**TO: GENERAL FUND - NON-DEPARTMENTAL EXPENDITURES - TRANSFERS
OUT & CONTINGENCIES**

Transfer to Capital	10800092 - 593010	\$20,000
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FROM: CAPITAL NON-RECURRING FUND - CNR FUND REVENUE

General Fund Transfer In	31042025 - 480001	\$20,000
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TO: CAPITAL NON-RECURRING FUND - HIGHWAY EQUIPMENT

Signage 31008737 - 573120 \$20,000

*I hereby certify that the above-stated funds are available as of January 15, 2025, by
John A. Wilcox, Director of Finance*

**5. Resolution to Transfer Funds for Town-Wide Boiler Maintenance and Repair -
\$115,000**

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

**FROM: GENERAL FUND - PUBLIC WORKS - ADMIN, B&G, CUSTODIAL SERVICES
AND FLEET MAINTENANCE**

Admin	Salaries	10300100 - 511000	\$ 50,000
Admin	Health/Medical	10300100 - 521000	\$ 15,000
	Insurance		
Admin	Social Security	10300100 - 522000	\$ 5,000
B & G	Salaries	10300340 - 511000	\$ 35,000
Custodial	Health/Medical	10300345 - 521000	\$ 5,000
Srv	Insurance		
Equip Maint	Health/Medical	10300380 - 521000	\$ 5,000
	Insurance		

**TO: GENERAL FUND - NON-DEPARTMENTAL CHARGES - TRANSFERS OUT AND
CONTINGENCY**

Transfer to Capital 10800092 - 593010 \$115,000

FROM: CAPITAL NON-RECURRING - CNR FUND REVENUE - FY24-25

General Fund Transfers 31042025 - 480001 \$115,000
In

TO: CAPITAL NON-RECURRING - MUNICIPAL FACILITIES

Boiler 31008110 - 543101 \$115,000
Repairs/Maintenance

*I hereby certify that the above-stated funds are available as of January 15, 2025, by
John A. Wilcox, Director of Finance*

**6. Resolution to Appropriate Funds for the Internal Control Evaluation of the
Board of Education - \$48,800**

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

**FROM: GENERAL FUND - NON-DEPARTMENTAL CHARGES - TRANSFERS OUT
AND CONTINGENCIES**

Contingency	10800092 - 584000	\$48,800
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TO: GENERAL FUND - TOWN COUNCIL

Financial/Audit	10110000 - 533100	\$48,800
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*I hereby certify that the above-stated funds are available as of January 15, 2025, by
John A. Wilcox, Director of Finance*

B. Appointment(s)–Town Council Appointed

1. **Board of Assessment Appeals** - A Vacancy Exists Due to the Resignation of Donna Dubanoski (R). Recommendation Would be Until 12/31/25.

NOMINATION #7115 by: John Santanella to nominate Daniel DeGray (U)

MOTION by: John Santanella, seconded: Michael Ludwick to close nominations. Upon a **SHOW OF HANDS** vote, the Chair declared the **MOTION** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

By a **ROLL CALL** vote, the Chair declared **NOMINATION #7115** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None. The Chair declared the appointment made.

2. **Board of Education** - A Vacancy Exists Due to the Resignation of Peter Jonaitis, Jr. (R). Recommendation is Dean Gousse (R) Until 11/18/25.

NOMINATION #7116 by: Michael Ludwick

MOTION by: John Santanella, seconded: Lori Unghire to close nominations. Upon a **SHOW OF HANDS** vote, the Chair declared the **MOTION** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

By a **ROLL CALL** vote, the Chair declared **NOMINATION #7116** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Jeff Rousseau, John Santanella, Lori Unghire No: Marie Pyznar Abstain: None. The Chair declared the appointment made.

3. **Library Board of Trustees** - The Term of Office of Marion Maruca (D) Expired 12/31/2024. Recommendation is Suzanne Angers (R) Until 12/31/2027.

NOMINATION #7117 by: Michael Ludwick

MOTION by: Michael Ludwick, seconded: Bob Hendrickson to close nominations. Upon a **SHOW OF HANDS** vote, the Chair declared the **MOTION** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

By a **ROLL CALL** vote, the Chair declared **NOMINATION #7117** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None. The Chair declared the appointment made.

C. Resolution to Repeal Town Council Resolutions #6396, #6504, and #6679 – Diversity, Equity, and Inclusion Committee

Mayor Nelson stated that he had requested the resolution be put on the agenda.

RESOLUTION #7118 by: Marie Pyznar, seconded: Bob Hendrickson.

BE IT RESOLVED, The Town Council hereby repeals Resolution #6396, Resolution #6504, and Resolution #6679 - Diversity, Equity and Inclusion Committee.

Councilor Santanella stated that since the inception of the DEI Committee, there had been frustration surrounding the promise of delivering what the committee had to offer. The committee hasn't felt supported by the town, and there have been issues within the membership of the committee. Unfortunately, the committee wasn't working how it was intended to work, and he wished that instead of disbanding the committee, they could instead try to fix it. He was disappointed that this was where it was headed because he believed it was a meaningful committee that could have a positive impact on the community. He said that people have applied for the committee, and the council hasn't had the opportunity to entertain those applications. He said that as a caucus they are not happy with this decision, and he will be voting against the repeal.

Councilor Cekala stated she would also be voting against it. Ms. Cekala said that she was

frustrated and sad about the committee's future. She said currently there is only one active member, as two members' terms have expired. There are four vacant member seats and two vacant alternate seats. Currently, they could not hold a meeting even if they wanted to due to lack of a quorum. She agreed that people have applied, and the applications have been put to the side because she believed the ultimate goal has been to disband the committee. She believed that more money and energy should have been put to fund the committee because of their mission and vision. She didn't believe they were given a fair chance because the committee has not lasted more than two years. It was her hope that if it gets repealed, then people will come out and voice their frustrations.

Councilor Cressotti was not happy with the decision to repeal the resolutions establishing the DEI Committee. Mr. Cressotti wanted to know why members resigned, because he believed it sends an adverse message to the community and the town's commitment to equity and inclusion. He explained that during the last BOE budget, they removed the position of Director of Educational Equity at the high school. He was frustrated the group wasn't given the opportunity to succeed. He didn't want the decision to be politically driven, and he was sad to think that it could be repealed.

Councilor Mangini was distressed about the decision to repeal the committee and believed they had not been given proper direction. Ms. Mangini read the mission statement from the town and schools. She said the mission statement embodies what Enfield is about. It also mentioned that the Council and committee should meet not less than every six months to remain engaged, and that never occurred. She believed they should address the shortfalls of the committee so that it could be improved and not just disbanded. She did not like the message it sends to Enfield students, since Enfield High Unified Sports would be hosting a "Choose to Include Day" on January 22nd. The day is about creating a culture of belonging and unity. She wanted to know what kind of role models they were to get rid of a committee dedicated to inclusion, while their students were participating in an activity surrounding it. She said she would be voting no but encouraged the Council to review and brainstorm ways to make changes to allow the group to go forward and offered her help.

Deputy Mayor Pyznar said she was initially in favor of the DEI Committee and was also the liaison for the committee. She attended every meeting and had great respect for Brandon, Monica, and Rosaland. They had a young man who was there to represent disabilities, and he never attended a meeting nor responded to phone calls. There was a young woman who was chosen to represent the Hispanic community and only attended one meeting because they would not allow the meetings to be conducted remotely. Ms. Pyznar found a replacement who attended several meetings and then resigned stating that she was not comfortable after someone questioned why she was there. People stopped showing up or

answering their phones and eventually Brandon and Monica quit. It led Rosaland and John to take over, but they had no direction. The most common request was asking for a budget, but without listing the reasons for the funds, it could not be brought up to Council for action. As time went on, meeting dates changed, and tensions intensified. She was unable to attend all the meetings because of date changes and sometimes there wasn't a quorum. After being down to two members, applications for vacancies didn't begin coming in until last August. Each member had their own personal reasons for being there and what they represented, but she believed they should have all been there to support each other to really be inclusive. She said the reason the schools were hosting the inclusivity event is because those values are fostered by the teachers and staff and not because of the DEI Committee speaking to the schools about it. The only project the DEI completed was presenting a survey to residents of town. She believed it was a flawed survey because the same individual could repeat the survey over and over. She is in favor of dissolving it because she believes Enfield is diverse and if there is an issue, they handle it.

Councilor Unghire agreed there has been frustration with the committee due to some of the reasons Ms. Pyznar mentioned. She read a prepared statement which said there are many state, federal, and local laws in place to protect residents from racism, discrimination, and bigotry. There are laws to provide equal opportunities regardless of race, religion, or sexual orientation. She believes in equal opportunities for all residents. She said there were elements of the DEI that did not bring people together, but instead, divided people by having them focus on their differences. For those reasons she is not in support of the committee. The American flag that is flown on the Town Hall is what unifies everyone.

Mayor Nelson said that the DEI Committee has not been a functioning committee for over a year due to a lack of a quorum. He said even with the recent applications, there were not enough members for a quorum. He stated that the Council is not dissolving the DEI, that they did to themselves. He said the acronym DEI better fits "Dead End Initiative", because the DEI groups are failing all over the country. If they wanted to have the best person for the job and get rid of racism, then they should remove gender and race from applications. He believed they should conduct interviews without video because he doesn't need to know whether someone was white or black, or whether they were male or female, just whether they were the right person for the job. He didn't support the committee from inception and doesn't support it now. He didn't think Enfield had more school arrests than Hartford, but perhaps more reports were made. Mr. Nelson stated that Councilor Mangini was the liaison to the DEI Committee and never came to the Council about a budget. He was in favor of the repeal and didn't find it necessary to appoint members to the committee.

Councilor Mangini said she did not come to the Council looking for money because when

they asked the group what they wanted the money for, there was no plan. She believed the Council could have provided them more opportunity to explore different subjects and she asked that they go back to the drawing board to give it another shot.

Upon a **SHOW OF HANDS** vote, the Chair declared **RESOLUTION #7118** adopted. Yes: Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, Lori Unghire No: Gina Cekala, Robert Cressotti, Cynthia Mangini, John Santanella Abstain: None.

D. Resolution to Remove Sidewalks on the Westerly Side of Martin Terrace

RESOLUTION #7119

BE IT RESOLVED, that the Enfield Town Council allows the Department of Public Works to remove the sidewalks on the westerly side of Martin Terrace, create a five (5) foot snow shelf, and realign the easterly sidewalk to follow the road alignment.

DPW Director Donald Nunes explained that Martin Terrace was included on the Roads 2021 replacement list. Martin Terrace is a one-way street that runs northerly between Hazard Avenue to Elm Street. He explained that the street is quite narrow and does not contain a snow shelf. A similar situation existed on Green Manor a number of years ago, where they removed the sidewalks on one side to create more room and to help the residents of that street during times of snow removal. He explained the reasoning for removing the sidewalk on the Westerly side to shift the road and place the snow shelf on the easterly side. The sidewalk portion further down the street on the easterly side would also be realigned and moved closer to the street, so the residents could gain back their front yards.

Councilor Ludwick asked if a public hearing could be held so that they didn't run into the problems they had with the Abbe Road sidewalks. Mr. Nunes stated that informal discussions had taken place with residents on the street and only one was in opposition. It was decided that Mr. Nunes' department would hand deliver letters to all residents of Martin Terrace informing them of the opportunity to speak during public communications at the February 3, 2025 Council meeting, and that it would be put on the next agenda to be voted on. ***A copy of the presentation is appended to these minutes.*** Town Attorney Tyler clarified that DPW should be directed to hand deliver a letter to each abode in case residents are not home at the time of delivery.

MOTION by: Michael Ludwick, seconded: Bob Hendrickson to table this item until the

February 3, 2025 Town Council meeting.

Upon a **SHOW OF HANDS** vote, the Chair declared the **MOTION** adopted and **RESOLUTION #7119** was tabled. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

E. Funding Allocations to the Enfield Police Department Auxiliary and Explorer Programs

RESOLUTION #7120 by: Cynthia Mangini, seconded: John Santanella.

MOTION by: Marie Pyznar, seconded: Cynthia Mangini to waive the reading of the full resolution. Upon a **SHOW OF HANDS** vote, the Chair declared the **MOTION** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None. The full resolution is listed below.

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

FROM: GENERAL FUND - NON-DEPARTMENTAL CHARGES - TRANSFERS OUT AND CONTINGENCY

Contingency	10800092 - 584000	\$ 6,000
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TO: POLICE SERVICES

Uniforms	10200500 - 565000	\$ 6,000
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I hereby certify that the above-stated funds are available as of January 17, 2025, by John A. Wilcox, Director of Finance

Mayor Nelson asked for clarification as to whether there would be an impact to the 2025 budget. Chief Fox referred that to Mr. Wilcox. Mr. Fox said that a line item for uniforms is part of the budget, however, it does not include funds for the Auxiliary and Explorer programs. The transfer, if approved, would move \$6,000 into the Uniforms account to further equip the Enfield Auxiliary and Explorer programs as discussed during the last council meeting. Mayor Nelson asked that the transfer be a separate line item and not absorbed into the Police Department's budget. He did not want that \$6,000 getting cut from the Police Department budget in the future if decreases needed to be made. Town Manager Bromson responded that for future budgets it could be split that way and entered as a separate line

item, but for the current budget they would need to proceed the way it's written currently.

Chief Fox clarified that in prior years funding had been made available for these programs, but during recent budget discussions the funding was cut. Due to flux within the budget on a year-to-year basis, many items, including uniforms, faced cuts. The line item itself has many variables. Chief Fox said that the uniforms and equipment for the SSOs were allocated by the Council in the previous budget cycle. There was enough money allocated for the onboard of twenty-eight SSOs, but they did not hire the full allotment. Subsequently, less money was spent from that allocation due to changing from many part-time positions to fewer full-time employees. They recently onboarded the new allotment of SSOs and are working with Mr. Wilcox to ensure the money allocated from two budget cycles ago will be used to outfit them. He stated that his current uniform allotment would not cover the SSOs. He noted that he is grateful for the \$6,000, and it will be used towards the two programs to cover badges, hats, and uniforms. The two programs typically fund themselves through fundraisers, through "hand me downs", or even out of pocket.

Mayor Nelson said it was his goal to be able to provide and cover the training of the cadets and explorers to help encourage young people to continue down the path of being a police officer, regardless of their ability to pay. Councilor Mangini thanked the explorers and Chief Fox for everything they do and agreed with Mayor Nelson that they need to do what is possible to keep the programs going. Chief Fox stated that while thankful, there is not enough funds to support them completely. He said that as the money comes in, it goes towards what is needed for both programs, but reminded the Council neither program turns a profit. It was discussed that funding the program with \$10,000 would be a more realistic figure, but the \$6,000 is greatly appreciated.

Chief Fox introduced Police Auxiliary Lieutenant Lauren Van Fossen who commands the nine members of the auxiliary program. The program is open to individuals 18 years of age and older and they assist with traffic control, parades, road races, celebrations and even mail delivery. He also introduced Police Explorer Captain Penelope Humphrey who commands eighteen individuals within the program between the ages of thirteen to twenty. They assist at similar town events and also learn firsthand the public service profession. Ms. Humphrey plans to enlist with the United States Army upon graduation, with the hope of returning to law enforcement within Enfield. She was also recognized for her rendition of the National Anthem.

The training program held at Westfield State University for the Cadet program is largely funded by donations and dues. The cost per attendee is roughly \$750, of which they must cover \$350 themselves.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #7120** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta,

Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

F. Resolution Authorizing the Town Manager to Sign an Easement from the Town to the State of Connecticut for Property on Shaker Road

RESOLUTION #7121 by: Marie Pyznar, seconded: Robert Cressotti.

BE IT RESOLVED that Christopher W. Bromson, Town Manager, or his designee, is authorized to sign the attached easement from the Town of Enfield to the State of Connecticut.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #7121** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None. ***A copy of the easement is appended to these minutes***

G. Resolution to Authorize a Waiver of Property Maintenance Fines for 10 Booth Road

RESOLUTION #7122 by: Cynthia Mangini, seconded: Bob Hendrickson.

BE IT RESOLVED, that the Enfield Town Council does hereby authorize a waiver of the \$56,724 in property maintenance fines and the release of the property maintenance lien for the property at 10 Booth Road.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #7122** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None

H. Resolution to Approve a Three-Year Collective Bargaining Agreement With Teamster's Local # 671

RESOLUTION #7123 by: Marie Pyznar, seconded: Cynthia Mangini.

BE IT RESOLVED, that the Enfield Town Council does hereby approve the three (3) year collective bargaining agreement between the Town of Enfield and the Teamster's Local # 671 dated July 1, 2024 through June 30, 2027.

Mayor Nelson stated that the proposed agreement would provide a one-time retroactive market adjustment wage increase of \$2.50 an hour on July 1, 2024; a wage increase of \$1 an hour on July 1, 2025; and a wage increase of \$1 an hour on July 1, 2026. There would be a reduction in health insurance costs over the three-year contract, and grant money from the state to help subsidize the costs. The overall estimated increase to the town budget over the next three years would be \$25,732, (\$8,577 yearly) or 2.3% annually.

Members of the union include Dial-a-Ride and Magic Carpet bus drivers.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #7123** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None. ***A copy of the contract is appended to these minutes.***

14. ITEMS FOR DISCUSSION

- **Replacement Tipper Barrel Cost and Second MSW Tipper Barrel Cost**

During a DPW Subcommittee meeting a discussion regarding the costs associated with residents' second tipper barrel fees to dump as well as the purchase of a second barrel. DPW director Donald Nunes presented the town's costs to the Council. It was stated that Mr. Nunes can make the decision on his own but thought it was important to share with them to determine if it's something they should increase.

Mr. Nunes provided the current cost of the barrels and noted that the price did not include assembly time or homeowner delivery. He mentioned that if it's within ten years, they try to fix any damage to the barrels themselves. Currently they are not covering the cost of the barrels, which are \$60. The discussion was timely as the ordinance for the second tipper barrel goes into effect in March.

Mr. Nunes confirmed if a barrel was damaged, the homeowner would have to pay the \$60 to replace it. If a second tipper barrel was needed, they would again pay another \$60 plus the fees associated for dumping. The cost to the town is around \$75-80 per barrel. The goal is to break even on the cost, which Mr. Nunes stated is not what is happening right now.

Mayor Nelson said that during original discussions regarding the tipper barrels, residents were not happy with the idea of paying for a trash barrel. Mr. Nelson stated that everyone has always had to purchase their trash barrels and that it was never included. He reminded residents that the barrels come with a ten-year warranty. The town will cover the cost of the barrel only if they damage it or it falls in the trash truck and is unretrievable. Any damages or losses to barrels outside of the town would be the responsibility of the homeowner.

It was determined that the average home using a 96-gallon tipper barrel was disposing of roughly one ton (2,000lbs) per year. The total costs for a one-barrel home are \$60 for the barrel plus an additional \$120 for disposal, and that would increase if a second barrel was purchased.

A copy of the presentation is attached.

15. ANY OTHER BUSINESS PROPER TO COME BEFORE SAID MEETING

None.

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

Robert Buczkowski, 21 Francis Avenue

Mr. Buczkowski said that previous discussions regarding the cost of projects confirms his idea of more transparent accounting. He said that the accusations he made were about financial mismanagement and overspending. He said that criminal activity should be referred to the DA, so they could make the determination.

17. COUNCILOR COMMUNICATIONS

None.

18. ADJOURNMENT

MOTION by: John Santanella, seconded: Cynthia Mangini to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared the **MOTION** adopted unanimously, and the meeting stood adjourned at 10:10 pm.

Respectfully submitted,

Sheila M. Bailey, Town Clerk
Clerk of the Council

Lindsay Petrucci, Assistant Town Clerk
Secretary of the Council

MARTIN TERRACE

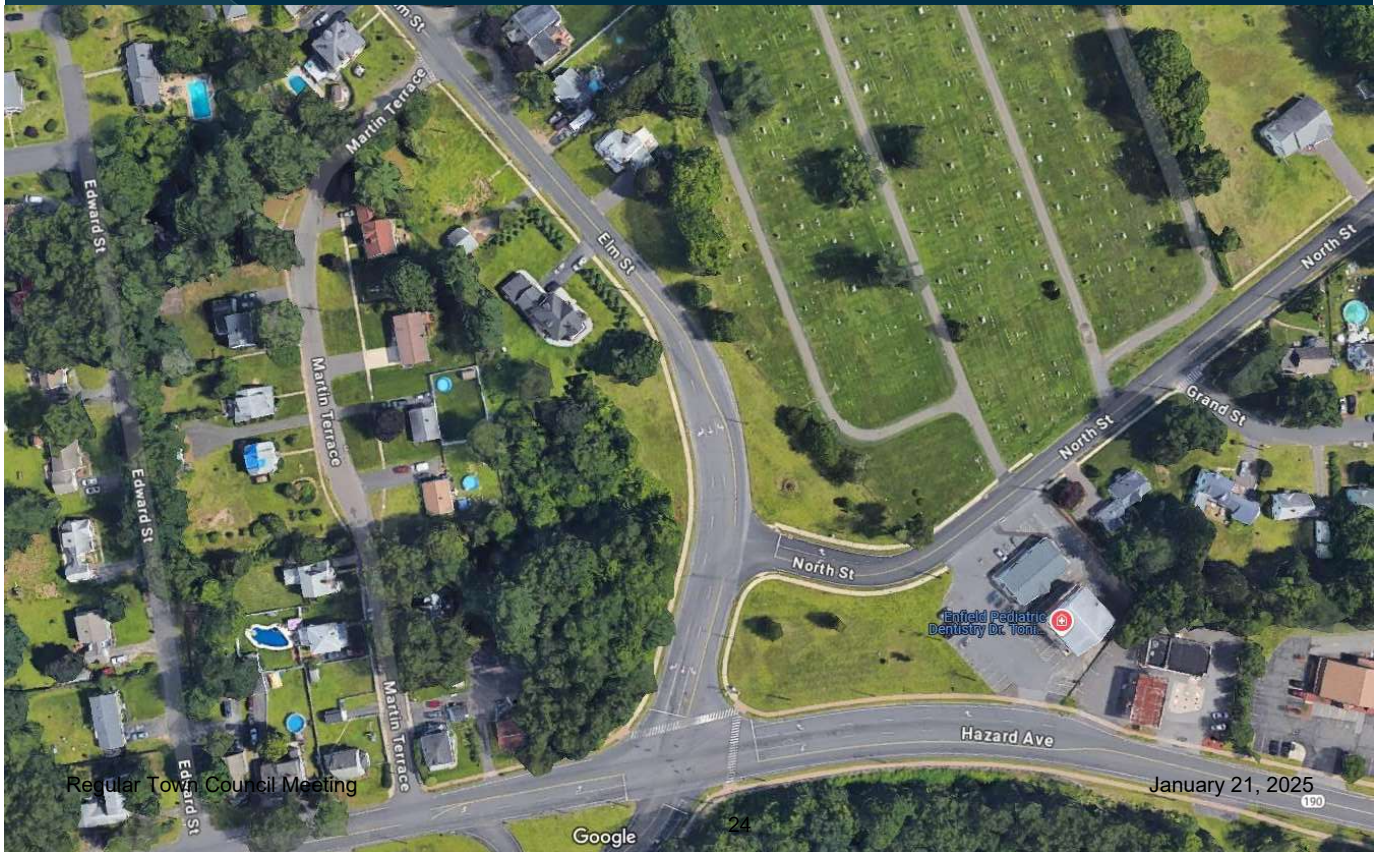
SIDEWALK REMOVAL ON WESTERLY SIDE

Appended to the minutes of the January 21, 2025 Town Council Meeting. See Pg 18 Reso #7119



MARTIN TERRACE

SIDEWALK REMOVAL ON WESTERLY SIDE



MARTIN TERRACE

LOOKING EASTERLY



MARTIN TERRACE

LOOKING WESTERLY



MARTIN TERRACE

LOOKING NORTHERLY



MARTIN TERRACE

LOOKING NORTHERLY



MARTIN TERRACE

LOOKING NORTHERLY



MARTIN TERRACE

LOOKING NORTHERLY



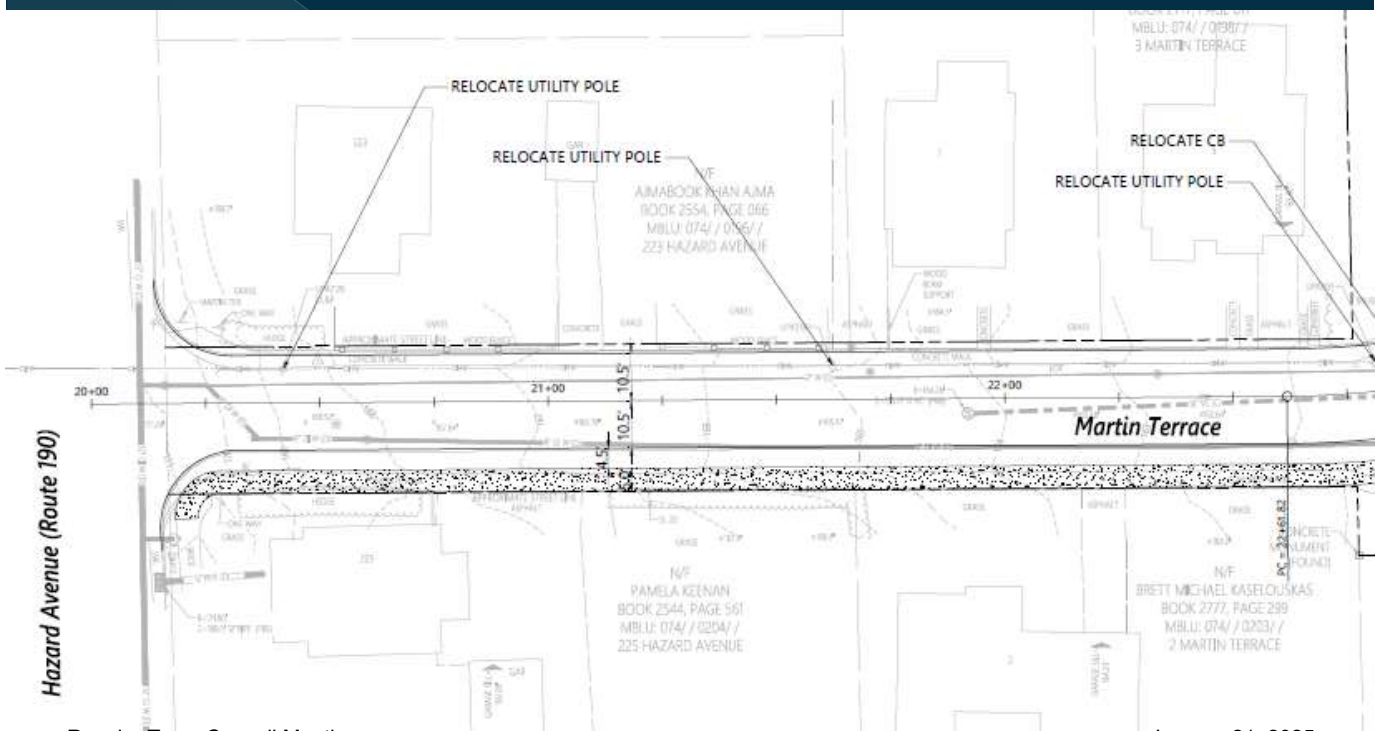
MARTIN TERRACE

LOOKING NORTHERLY



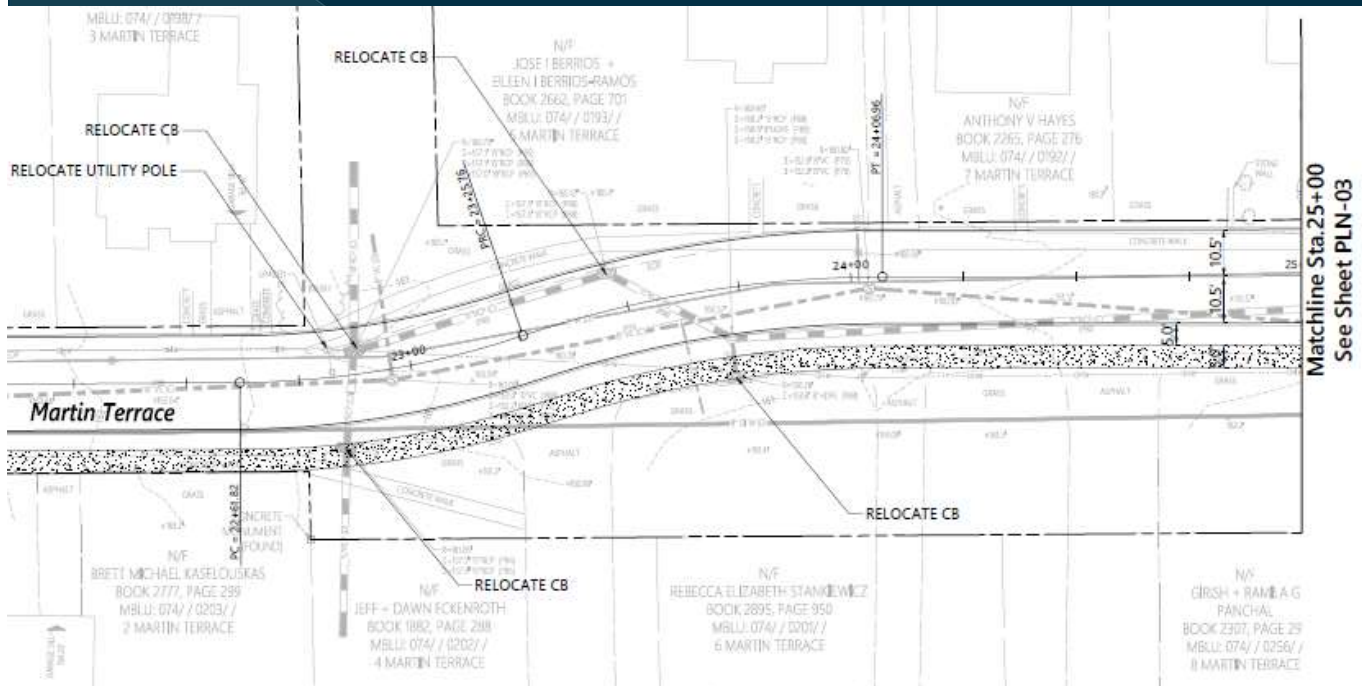
MARTIN TERRACE

REVISED CONSTRUCTION LAYOUT



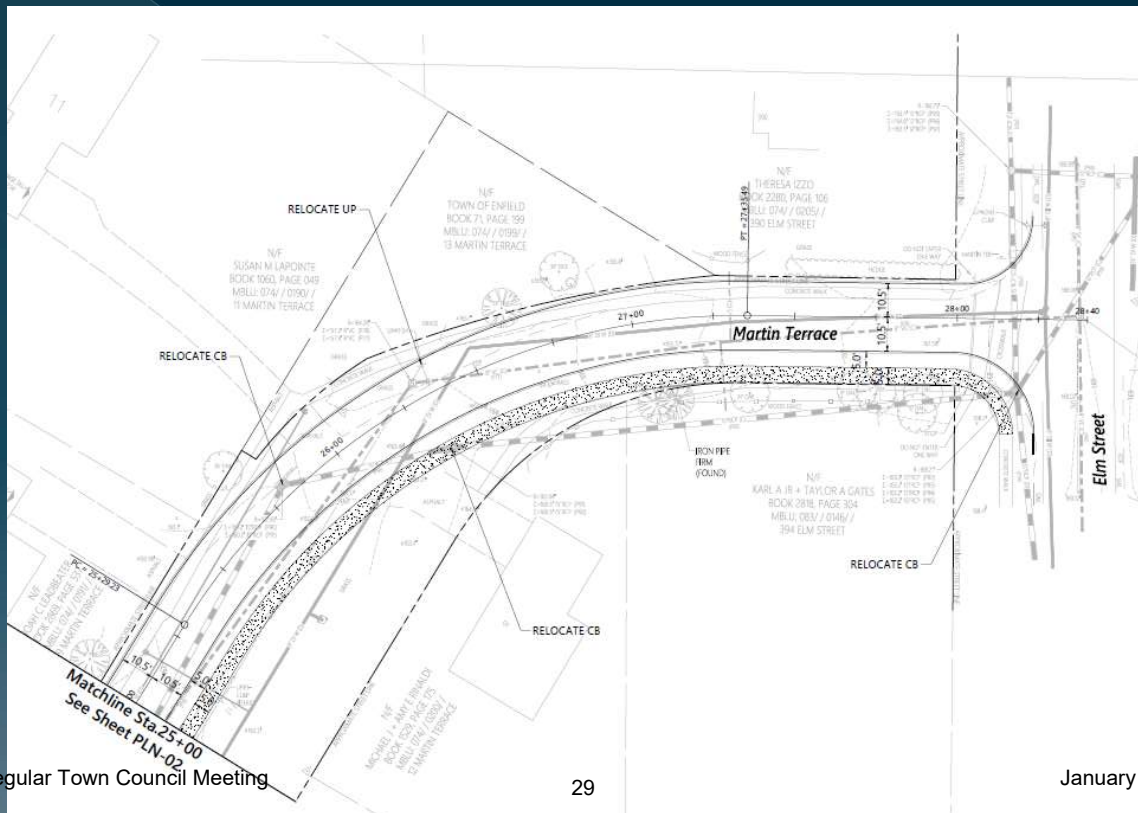
MARTIN TERRACE

REVISED CONSTRUCTION LAYOUT



MARTIN TERRACE

REVISED CONSTRUCTION LAYOUT



Return to:
State of Connecticut
Department of Transportation
Division of Rights of Way/0403
P.O. Box 317546
2800 Berlin Turnpike
Newington, Connecticut 06131-7546

EASEMENT

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE THAT, the **Town of Enfield** (Grantor), a municipal corporation, having its territorial limits within the County of Hartford and State of Connecticut, acting herein by Christopher W. Bromson, its Town Manager, hereunto duly authorized, for good and valuable consideration received to its full satisfaction of the State of Connecticut, does hereby give and grant unto the said **State of Connecticut** (Grantee), its successors and assigns forever, that certain full and perpetual defined traffic easement to install and maintain traffic signalization devices and appurtenances thereto, within an area of 714 square feet, more or less, under, over, and across portions of land of the Grantor, located on the northerly side of Present Shaker Road (CT Route 220), situated in the Town of Enfield, County of Hartford, and State of Connecticut, and more particularly shown on a map to be filed in the Enfield Town Clerk's Office, entitled: "TOWN OF ENFIELD MAP SHOWING EASEMENT ACQUIRED FROM TOWN OF ENFIELD BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION ROUTE 220 (SHAKER RD) AT HENRY BARNARD ELEMENTARY SCHOOL DRIVEWAY SCALE 1"=20' JULY 2024 SCOTT A. HILL, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION", Town No. 48, Project No. 171-493, Serial No. 8, Sheet 1 of 1.

The above-described easement is conveyed subject to such rights and easements as appear of record.

The above-described easement is conveyed subject to any and all provisions of any ordinance, municipal regulation, or public or private law.

Town of Enfield
171-493-008

TO HAVE AND TO HOLD the easement for the aforesaid purposes unto the said State of Connecticut, its successors and assigns forever.

IN WITNESS WHEREOF, said municipal corporation has caused its hand to be set and corporate seal to be affixed hereto this ____ day of _____, A. D. 2025.

Signed, Sealed and Delivered
in the presence of

Town of Enfield

Witness

By _____ (L.S.)
Christopher W. Bromson, Town Manager
Duly Authorized

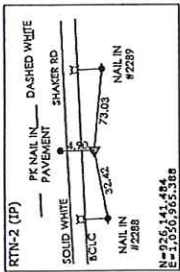
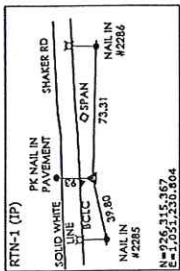
Witness

STATE OF CONNECTICUT)
) ss: _____
COUNTY OF _____)

The foregoing Instrument was acknowledged before me this ____ day of _____, A. D. 2025, by Christopher W. Bromson, its Town Manager, duly authorized on behalf of the Town of Enfield, who acknowledge the same to be their free act and deed and the free act and deed of the Municipality.

My Commission Expires

Notary Public



SUBJECT TO SURFACE WATER DRAINAGE RIGHT OF WAY IN PARISH OF CHENOWETH, BENNETT, JR. ET AL.

TOWN OF ENFIELD
DEFINED TRAFFIC EASEMENT
AREA = 714± SQ. FT.

EASEMENT TO INSTALL AND MAINTAIN TRAFFIC SIGNAL, PUSH BUTTON, AND APPURTENANCES THERE TO ACQUIRED.

PROPOSED STOP BAR
PROPOSED PEDESTAL W/PEDESTRIAN PUSH BUTTON & SIGNAL
DEFINED TRAFFIC EASEMENT LINE
RESTRIPE PAVEMENT
CONC CURB
BIT DRIVE
CONC WALK
GRASS
CULT AREA
APPROXIMATE HIGHWAY LINE

RIGHT OF WAY BASE LINE
POB STA. 43+00.00
N 92°02'52.79"
E 105°10'66.78"

PRESENT SHAKER ROAD (CT ROUTE 220)

- REFERENCES:
1. GENERAL LOCATION SURVEY PROVIDED BY CONDOT DISTRICT 1, PROJECT NO. 171-493, CADD FILE: SVD11_ENFIELD_RTE_220_INT_048-246_ORD.dgn
 2. CONDOT CONSTRUCTION PROJECT NO. 171-493, ENTITLED "ROUTE 220 (SHAKER RD) AT HENRY BARNARD ELEMENTARY SCHOOL DRIVEWAY" (INT. NO. 048-246)
 3. VOL. 287, PG. 59 [WARR.]
 4. MAP ENTITLED "PROPERTY OF GENEVIEVE CROWLEY & JENNIE ZEMONT TO BE CONVEYED TO THE TOWN OF ENFIELD, ENFIELD CONN.", SCALE: 1"=50', DATED: 10-28-07 [MAP VOL. 11, PG. 512]

NOTES:

1. THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-30B AND 20-30C, AND THE CONNECTICUT DEPARTMENT OF TRANSPORTATION'S CERTIFICATION FOR SURVEYS AND MAPS, AS AMENDED OCTOBER 26, 2016. IT IS A RIGHT OF WAY SURVEY AND IS INTENDED TO DEPICT THE LIMITS OF THE PROPERTY TRANSACTION FOR THE PROJECT REFERENCED HEREON. THE BASE LINE FROM WHICH THIS PROPERTY TRANSACTION IS REFERENCED CONFORMS TO CLASS A± HORIZONTAL ACCURACY.
2. THE FEATURES DEPICTED ARE THE RESULT OF THE GENERAL LOCATION SURVEY FOR THE PROJECT OR AS REFERENCED HEREON.
3. THE PROPERTY AND STREET LINES DEPICTED CONFORM TO CLASS D ACCURACY. THEY HAVE BEEN COMPILED FROM VARIOUS SOURCES AND ARE NOT TO BE CONSTRUED AS NECESSARILY BEING THE RESULT OF A FIELD SURVEY. NOR DO THEY REPRESENT A PROPERTY/BOUNDARY OPINION.
4. RIGHT OF WAY FOR THIS PORTION OF CT ROUTE 220 HAS NOT BEEN MAPPED BY CTDOT.



DRAWN BY	LAL
DATE	6-12-2024
CHECKED BY	JDC
DATE	7-12-2024

File: C:\Users\Levesque\OneDrive\Documents\10171-0493 - Design\PHOTOS\SV_CS_0171_0493_008_PM_ORD.dgn

RIGHT OF WAY SURVEY
TOWN OF ENFIELD
MAP SHOWING EASEMENT ACQUIRED FROM
TOWN OF ENFIELD

BY
THE STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
ROUTE 220 (SHAKER RD) AT HENRY BARNARD
ELEMENTARY SCHOOL DRIVEWAY

SCALE 1"=20'
JULY 2024
SCOTT A. HILL, P.E.
CHIEF ENGINEER - BUREAU OF ENGINEERING AND CONSTRUCTION

PLS #18823	TOWN NO.	48
	PROJECT NO.	171-493
	SERIAL NO.	8
	TITLE	TRANSPORTATION PRINCIPAL ENGINEER
	DATE	

SCALE IN FEET
0 20 40

DATE	REVISION	REQ. BY

COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF ENFIELD

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
Local 671

~~July 1, 2021 – June 30, 2024~~

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PREAMBLE

This agreement is entered into by and between the Town of Enfield, hereinafter referred to as the "Town" and International Brotherhood of Teamsters, Local 671, hereinafter referred to as the "Union" has, as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other mandatory subjects of bargaining.

ARTICLE 1: RECOGNITION

1.1 Pursuant to a Certification of Representation issued by the Connecticut State Board of Labor Relations in Case No. ME-30,866, The Town of Enfield hereby recognizes the Union as the sole and exclusive bargaining agent for all Full time, part time Transit drivers and transit Dispatchers employees of the Town of Enfield who are scheduled normally to work at least for ~~(8)~~ 7 hours per week but excluding all other employees, seasonal employees, temporary employees, service technicians, office clerical employees, and guards, professional employees and supervisors and members of other established bargaining units. For the purposes of this contract, employees shall be deemed seasonal workers if they are employed for less than one hundred twenty (120) consecutive calendar days in any fiscal year or if they are non-scheduled, (i.e. on call stand by driver/sub driver) and average less than 16 hours per week in any one fiscal quarter (i.e. July, August, September) this calculation shall reset each new fiscal quarter.

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

1.3 The term "Union" shall mean Local 671 International Brotherhood of Teamsters.

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

1.5 The term "Employee" shall mean those persons employed by the employer as defined in Article 1.

1.6 The Town may employ temporary or non-scheduled 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

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, power and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, included but not limited to the following:

- a. To determine the care, maintenance and operation of the equipment and property used for and in behalf of the purposes of the Town.
- b. To establish and 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, assign, assist, transfer, promote or demote employees, or to layoff, 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 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 ensure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or sub-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.
- i. To create job specifications, subject to the Union's right to challenge the accuracy of new or revised job specifications or the propriety of the assigned rate.

ARTICLE 3: UNION SECURITY

3.1 The Town of Enfield agrees to regularly deduct an amount of dues and initiation fees, as specified by the secretary of the Union, from the wages of all employees covered by this agreement. The Town will provide each new employee with a copy of the Collective Bargaining Agreement and a dues deduction form provided by the Union.

3.2 The Union will furnish the Town with a signed statement by the employee that she/he authorizes the Town to deduct from his/her wages Union dues. Dues deductions shall continue for the duration of this Agreement.

3.3 The total amount deducted each ~~month~~, **week** 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 Treasurer of Teamsters Local 671. Such remittance shall be made by the last day of the month in which the deductions are made.

3.4 All employees in the collective bargaining unit shall, immediately by the date of this contract or from the date of their employment by the Town, become and remain members of the Union in good standing in accordance with the constitution and by-laws of the Union, during the term of this Agreement or any extension thereof, as a condition of employment. The union agrees to deliver written notice to the Town and the employee when an employee is in default in payment of his/her agency service fee, union dues, initiation or assessment. The Town will apply all applicable laws in deducting all union dues, or agency fees from any member who is delinquent in paying any dues, initiation or agency fees.

3.5 The Town will place one (1) bulletin board in an accessible place in each building where bargaining unit members are employed for the exclusive use of the members.

3.6 The Town recognizes the right of the Union to designate a Union Steward, whose name the Union shall provide to the Town immediately upon designation and upon request. Stewards shall have no action interrupting the Town's business. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Town during non-working time so long as it does not interfere with the operations of the Town. Such time shall be considered non-working time except that time spent in meetings at the Town's request or in employee disciplinary meetings with management where the Employee has requested Union Representation shall be paid for at the Steward's regular hourly rate.

ARTICLE 4: 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.

B. Any bargaining unit employee who is promoted or transferred to a new position shall serve a probationary period of three (3) months in the new position. The employee shall be evaluated by the new supervisor at least twice

in the first month and once each month thereafter during the probationary period. Such employee may voluntarily return to his/her former position within the first month of probation. The supervisor may return the employee to his/her former position at the end of the three (3) month probationary period if the written evaluations show the employee is not performing well in the new position.

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

Section 4. Dismissal During Probationary Period For New Hires. At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his/her actions and reasons therefore. Neither the Union nor employee may appeal a dismissal during the probationary period.

ARTICLE 5: SENIORITY

Section 1. For the first (6) months of their employment, all employees shall be considered probationary employees. The Town shall have the absolute right to discharge a probationary employee with or without cause, and such action will not be subject to the grievance or arbitration provisions of this Agreement or protest by the Union

Section 2. Seniority for all employees governed by this Agreement shall be defined as the period of the employee's latest date of hire into the Bargaining Unit. It shall be deemed to include any seniority presently held by an employee through agreement between the Union and the Town prior to this Agreement. Where two or more employees begin service on the same date, seniority for those employees shall be assigned based on their last application for the recognized bargaining unit for employment to the Town. Employees rehired after their seniority has been broken for any of the reasons set forth in this agreement will be considered new hires for all purposes and seniority shall be measured from the date of rehire.

- (a) Preference shall be given to employees in order of seniority to:
- (1) the selection of runs or vacancies that occur, provided that the employee is available when the runs are assigned and s/he is available and qualified to perform the work available;
 - (2) in the selection of vacations as set forth in this Agreement; and
 - (3) in the event of layoff as set forth in this Agreement.

(b) Employees shall have the opportunity to bid on regular work assignments that become available for any reason (also referred to as "runs") by seniority.

The bids will include designated start times or a floating start time of two hours for all Dial-A-Ride runs and estimated end times with a brief job description.

(c) 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 Business Agent of the local. Any objection to the seniority list, as made, shall be reported within ~~ten (10) working~~ **30 calendar** days or it will be waived for the remainder of the fiscal year.

(d) The Town and the Union shall incorporate existing job descriptions for every bargaining unit position

Section 3. Layoff Permitted. The Town 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 4. Layoff notice. In the event of a layoff, an affected employee shall receive at least ten days written advance notice.

Section 5. Order of Layoff. In the event of layoffs within a particular classification, employees 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 (i.e. regularly scheduled part time employee or full-time employee) in the bargaining unit for which the employee meets the requirements of the position and is qualified and available to perform all requirements of the job

Section 6. Recall. Employees who are laid off shall have recall rights for a period of sixteen (16) months from the date of layoff to positions in the same or lower classifications from which they were laid off. The most senior employee presently qualified to perform the duties of the recalled position without further training beyond orientation will be offered the position before any other laid off employee. 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 7. The designated union steward shall have super seniority rights for purposes of layoff and recall only.

Section 8. An employee shall lose his or her seniority when the employee:

- (1) Voluntarily terminates employment or retires;
- (2) Is discharged by the Town for just cause;

(3) Exceeds an official leave of absence, unless the employee notifies the Town prior to such expiration of his or her inability to return to work for satisfactory reasons and the Town extends the leave;

(4) Fails to apply for reinstatement and report for active employment upon completion of military service;

(5) Employee is laid off or absent for any reason for a period equal to 12 continuous months or a period equal to the employee's seniority, whichever is less;

(6) Fails to return to work upon recall from layoff within five (5) days of notification by the Employer at the last address and/or telephone number provided to the employer by the employee; or

(7) Is absent for three consecutive scheduled work days without notifying the Town.

ARTICLE 6: PROMOTIONS

6.1 All vacancies and new positions shall be e-mailed to each member of the bargaining unit as a job posting. All job postings shall detail the pay, location and duties and the posting shall be for five (5) working days and open to bid without exception. The Town will review all internal candidates for promotion prior to entertaining outside applicants for any vacant position and posted on the designated union bulletin board.

6.2 When a vacancy exists or a new position is created, the position shall be first granted to the employee with the highest bargaining unit seniority who bids on the position, provided such employee is qualified for such position as determined by the Town as demonstrated by his/her work record and ability to perform the work. The Town reserves the right to conduct examinations to determine such qualification. Employees shall bid on a position by the closing date and time on the posting via the e-mail system to the Human Resources Department with a copy to the Union Business Agent.

ARTICLE 7: DISCIPLINARY ACTION

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

- (a) Willful violation of the provisions of the Charter or these rules.
- (b) Incompetency or inefficiency in the performance of the duties of the position to which the employee has been appointed.
- (c) Wanton carelessness or negligence in the care of Town property.
- (d) Habitual tardiness or absence from duty.
- (e) Conviction of a felony or of a misdemeanor impacting their ability to perform their job responsibilities.

- (f) Intoxication on duty.
- (g) Conduct which reflects unfavorably upon the Town service.
- (h) Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.

Types of Disciplinary Action. Following are the types of disciplinary action which may be invoked against employees in the Union. They may be independently invoked.

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

The service record of any employee disciplined for a verbal or written warning under the provisions of this Article shall be cleared after a period of one (1) year. The service record of any employee receiving discipline more severe than a written warning shall be cleared after a period of two (2) years.

- (e) Appeal from Disciplinary Action. Any employee who is reprimanded, warned, suspended, demoted or dismissed as provided for in this article may appeal such action under the provisions of the Grievance Procedure.

ARTICLE 8: HOURS OF WORK

8.0 Hours of Work for Town Transit Drivers and Dispatchers

- A. The basic work day for fulltime employees shall be seven 7 hours per day, five (5) days per week Monday through Saturday with designated start time of 6:00 AM to 11:59 AM for first shift or 12:00 PM – 5:30 PM for the second shift with one (1) hour for a meal break (unpaid) **for Magic Carpet Drivers and Dial-**

A-Ride Drivers, lunch is optional by mutual agreement, to be completed before the end of the shift-excluding Saturday shifts in which present practice for breaks will apply.

B. Part Time Employees - Will be scheduled to start work between the hours of 6:00 AM to 9:00 PM any combination of days, excluding Sundays. Any part-time employee who is scheduled 7 or more consecutive hours of work in a shift shall be entitled to a 1 hour unpaid meals break excluding Saturdays shifts in which present practice shall apply. Part Time employees shall not be regularly scheduled more than 28 hours per week; however, there may be emergency situations or occasions when Part Time employees will work more than 28 hours in a single week. Nothing in this section shall supersede the Town's right to reduce the hours of a Part Time employee as stated in Article 14 of this contract.

C. The above starting times, may be altered at the discretion of management by no more than 2 hours with a 24-hour notice. The Town will give seven (7) calendar days' notice of any permanent change to work schedules.

D. Should the Town desire to schedule work other than on a Monday through Saturday beyond the hours listed above the parties agree to negotiate the impact of this decision.

E. Time and one half shall be paid for all hours worked in excess of 40 in one (1) week for all hourly employees. For the purpose of computing over time hours in excess of the basic work week, hours paid but not worked shall not count as hours worked in excess of 40 hours per week.

F. All salaried employees shall receive comp time for hours worked in excess of 35 hours per week.

G. When an employee is called in outside of the employees regularly scheduled working hours-the employee will be paid a minimum of two (2) hours at the employee's regular rate of pay. An employee who is not regularly scheduled to work on a, Sunday or holiday will be paid time and one half for all hours worked on a Sunday or holidays.

H. All employees will be allowed to use the restroom during the course of their shifts. **In addition, the Town will also grant access to the Senior Center for use by drivers on any work scheduled day or shift including weekends.**

ARTICLE 9: GRIEVANCE PROCEDURE

A grievance shall be defined as a claimed violation of a specific provision of this Agreement. Grievances and demands for arbitration not filed within the time limits set forth below are waived. Grievances not answered within the time

limits set forth below will be considered denied so as permitting submission to the next step.

9.1. Procedure.

STEP ONE: Any employee who has a grievance shall submit the grievance via e-mail or in writing within ten (10) calendar days of the event to the Department Director setting forth the facts of the grievance, the Agreement provisions in question and the remedy requested. Within ten (10) calendar days after submission of said grievance, the Department Director or his/her designated representative shall render a written decision via e-mail or in writing to the employee and his/her representative, if represented, within ten (10) calendar days.

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

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

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

9.2. All grievances and answers shall be set forth in writing via e-mail.

9.3 Nothing contained therein shall prevent any employees from presenting their own grievance and representing themselves in these procedures up to, but not including, arbitration.

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

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

9.6. Time extensions beyond those stipulated in the grievance procedure may be arrived at, in writing or via e-mail, by mutual agreement of the parties concerned.

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

9.8. 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 10: VACATIONS

10.0 Accrual. Annual vacation leave with pay shall be earned by all regular full-time employees and whose normal work week is thirty-five (35) hours or more in the following manner vacation leave will be front loaded at the beginning of every fiscal year. A pro rata amount will be paid to newly hired employees based on the number of months employed in the fiscal year of their hire date. Said employee will be credited one month of vacation time for any day(s) worked in that particular month. Vacation will be earned according the following schedule:

FULL YEARS OF SERVICE / DAYS PER FULL MONTH OF CONTINUOUS SERVICE/MAXIMUM EARNED DAYS

Date of hire through 4 th full year	5/6 day	10 days per year
More than 4 yrs. through 6 th full year	1 1/4 days	15 days per year
More than 6 yrs. through 9 th full year	1 1/3 days	16 days per year
More than 9 yrs. through 12 th full year	1 1/2 days	18 days per year
More than 12 full yrs.	1 2/3 days	20 days per year
More than 16 full years	2 1/12 days	25 days per year

*Employees eligible to receive 25 days of vacation understand and agree that 5 of those vacation days cannot 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.

10.1 Employees shall apply for vacation leave to their Appointing Authority on a request for leave form. Vacations shall be scheduled by each Appointing Authority in accordance with departmental requirements, giving preference to employee choices according to seniority within a department or its divisions. Approval of such leave shall not be unreasonably denied.

10.2 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.

10.3 Vacation time must be used within one (1) year from the date when it accrues, unless other arrangements are approved in writing by the Town Manager. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

10.4 In the event of an employee's death, his/her designated beneficiary and, if none, his/her estate, shall receive on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

10.5 Employees who resign in good standing or who are laid off 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 Appointing Authority a minimum of fourteen (14) calendar day's prior notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Appointing Authority 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.

10.6 When the Transit Director suspends transportations services due to inclement weather, employees may use any accrued paid leave (with the exception of sick time) owed to them to stay home, arrive late, or leave work early. Alternatively, with the approval of the Transit Director and Human Resource Director, employees without any accrued paid leave may take an unpaid leave of absence.

10.7 The Town shall post a vacation schedule for transit drivers and dispatchers every October 1st of each year, in which at least one transit driver and one dispatcher will be scheduled off per week. Drivers will pick in seniority order available weeks for vacation for the period of January 1st through December 31st. This vacation schedule must be completed by October 31st. Any vacation requests submitted after October 31st may be awarded on a first come basis.

ARTICLE 11: LEAVE PROVISIONS

All employees shall accumulate sick leave at the rate of one (1) day per month of service for a total of twelve (12) days in any one year with no limit to the

amount of unused sick leave that can be accumulated.¹ Each employee shall be entitled to use sick leave with full pay as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave ~~as of July 1 of each year~~ **on their electronic pay stub.**

All part-time employees shall earn sick time in compliance with the Connecticut General Statute (31-51r) and shall be entitled to keep their sick time hours upon promotion to full time status.

Each employee shall be entitled to use sick leave with full pay in minimum increments of one-quarter (1/4) hour or more, as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave ~~as of July 1 of each year~~ **on their electronic pay stub.**

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 3 days for each illness).

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

11.1 Investigation of Sick Leave Usage. The Town reserves the right to investigate any use of sick leave for which a supervisor determines that there might be an abuse of sick leave. An abuse of sick leave is the use of sick leave for any purpose other than that which is allowed above or by contract. An abuse of sick leave will result in disciplinary action regardless of whether or not the employee has received a notice of sick leave usage, as described below. In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the Town shall consider all of the following factors:

- a) The number of occurrences,
- b) Patterns of usage,
- c) Employee's past sick leave record,
- d) Reasons for usage,
- e) Extenuating circumstance

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

¹ All regular full-time employees who have hire dates prior to the ratification of the 2014-2017 agreement shall be entitled to 15 days in any one calendar year.

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

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

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

c. Report of illness: On the first day of absence from work due to illness, the employee shall report his/her illness to his/her immediate supervisor not later than 1 hour prior to the minutes after the commencement of his/her scheduled work assignment. The immediate Supervisor shall initiate an absence report form and forward such form to the H.R. Department after the employee's return and it shall become part of the employee's personnel file.

11.3 Any employee, who has worked for the Town for more than ten years (10) years and who leaves Town service in "good standing" shall receive on the basis of his/her current wages, all unused accumulated sick leave up to a maximum of one hundred twenty (120) days as severance pay. "Good standing" shall mean that the employee has given two (2) weeks' notice prior to leaving. In the event of an employee's death, his/her designated beneficiary, or if there is no designated beneficiary, then the employee's estate, shall receive, on the basis of the employee's current wages, any unused accumulated sick leave days as severance pay up to (120) days Any employee with less than 10 years of Town service who separates from the Town shall have 1/4th of his/her total accumulation of sick

leave, up to a maximum of (30) days transferred to the employees balance of unused vacation for the purpose of severance pay.

(b) In the event of the 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 (120) one hundred twenty days as severance pay.

11.4 Employees shall be granted leave with pay for the following reasons:

a. Jury Duty. Special leave shall be granted for required jury duty, with the Town paying the full difference between the employee's regular pay and his/her compensation for said jury duty. The employee will notify his/her Appointing Authority at least one week in advance of jury duty.

b. Bereavement 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 this 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, uncles, aunts, and also any relation who is domiciled in the employee's household. **Part-time employees shall be entitled to one day of bereavement leave at 3.5 hours per day plus an additional two (2) days off if needed.**

c. Injury Leave. 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 that will equal full pay for a period not to exceed a total accumulation of one (1) year. At the end of said one (1) year, such supplemental benefits shall cease. All injuries must be immediately reported by the employee to his/her supervisor. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a workers compensation leave until said employee returns to a regular work status.

d. Military Leave. **Paid** military Leave, not to exceed ~~two (2) weeks~~ **30 calendar days**, shall be granted to regular employees when required to serve a period on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary.

1. No employee shall lose any seniority standing because of military service in the National Guards or organized reservists.

2. On return from involuntary activation into military service, an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly wage increments awarded during his/her absence on military services provided that s/he reports for duty within ninety (90) days of his/her discharge from military service.

3. The employee's accumulation of sick leave, upon leaving for military service, shall be credited to his/her account when s/he returns, but there shall be no additional accumulation above one year of sick leave for the entire duration of his/her military absence

e. Union Leave. One (1) union official shall be allowed the required time off to attend official Union conventions and conferences, not to exceed three (3) working days each annually.

f. Personal Leave. All regular full-time employees whose normal workweek is thirty five (35) or more hours per week shall be allowed time off with pay for a maximum of three (3) days per year for personal business.

11.5 Family and Medical Leave Act. An employee may be granted a leave of absence under the Town of Enfield Family and Medical Leave Policy attached here to **Appendix B**.

11.6 The Town Manager may grant leaves of absence without pay. The denial of said leave may not be grieved.

11.7 During the period of leave without pay (exclusive of military leave), the employee shall not be credited for length of service, and shall not be credited with time for the purpose of accruing sick leave, vacation time, or personal days. While in military service an employee will not accrue days for sick leave, vacation leave, personal days, or holidays.

11.8 CATASTROPHIC LEAVE. In the event that a member of the bargaining unit incurs a catastrophic illness or injury and exhausts their own sick leave and disability benefits, the remaining members of the bargaining unit, if approved by the Town Manager, may voluntarily donate sick days from their own accumulated sick leave for use by said employee. A catastrophic illness or injury is defined as a non-occupational prolonged hospitalization, serious medical condition which has disabled an employee from the performance of his/her employment duties.

11.9 An employee shall be reinstated from an approved leave of absence without pay, but without any preferred status from his/her prior employment to any position comparable to the position the employee last held with the Town, provided the returning employee is available and qualified.

11.10 Any employee who is on leave of absence without pay, or military leave, shall not be paid for any holidays or accrue sick leave during the period of the absence. Any vacation time due to an employee at the time of taking a leave of absence without pay may be paid at that time. For any employee who is granted a leave of absence without pay, except for Family and Medical Leave, 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/her insurance benefits be continued and submits the full premium costs for such benefits to the Town for the period of such absence in a manner prescribed by the Human Resources Dept.

11.11 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 full work days, or on three (3) separate full work day occasions without notifying his or her Appointing Authority of the reason for such absence or absences shall be considered to have resigned from the Town service and shall be terminated.

ARTICLE 12: HOLIDAYS

12.0 The following holidays shall be observed as days with full pay: New Year's Day, Labor Day, Martin Luther King Day, President's Day, Columbus Day, Veteran's Day, Good Friday, Thanksgiving Day, Memorial Day, Day after Thanksgiving, Independence Day, Christmas Day and floating holiday

The floating holiday must be used within the fiscal year and is subject to the approval of the employee's supervisor. Employees who fail to use their floating holiday during the fiscal year will forfeit their holiday.

- 12.1 Holidays falling on a Saturday shall be celebrated on the Friday immediately preceding.
Holidays falling on a Sunday shall be observed on the following Monday.
- 12.2 Each fulltime employee holiday pay shall be computed at his/her regular daily rate and daily scheduled hours.
- 12.3 Whenever any of these holidays shall occur when a full-time employee is out on paid sick leave or vacation, the employee shall be paid for the holiday and no charge to sick leave or vacation time shall be made for that day. The Town reserves the right to request verification that the employee was sick.
- 12.4 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.
- 12.5 Any part time employee who is required to work a designated holiday shall receive one and one-half times (1.5X) their normal hourly rate for all work performed on the designated holiday.
- 12.6 Any fulltime employee who is called in to work a designated holiday in which he/she was not scheduled to work shall receive one and one half times (1.5x) their normal hourly rate in addition to their normal holiday pay.

ARTICLE 13: WAGES

Section 1 ~~New Hire Rates:~~

~~a. "Transit Driver" Position~~

~~\$20.00/hr. Employee will move to the current year rate listed in **Appendix A.**~~

~~b. "Transportation Dispatcher/Day Shift" Position~~

~~\$20.89/hr. Employee will move to the current year rate listed in **Appendix A.**~~

~~c. "Transportation Dispatcher/Night Shift" Position~~

~~\$22.52/hr. Employee will move to the current year rate listed in **Appendix A.**~~

Section 2 ~~Current Hourly Employees~~

Upon ratification by both Parties, all current employees shall receive a market adjustment in the first year of this contract and then COLA increases to their hourly rates beginning July 1 as identified in Appendix A of this contract.

All current employees shall receive the increases to their hourly rates as identified in **Appendix A** of this contract.

Section 3 ~~2~~ Dispatch Coverage Work

Any transit driver who performs dispatch coverage work shall receive the ~~"Dispatch/Day Assistant"~~ **Part Time Dispatcher/Back Up Driver** pay rate for all hours worked in dispatch pursuant to **Appendix A.**

Section 4 ~~3~~ "On Call" Pay

Any driver **or dispatcher** designated by the Town for "on call" status shall receive \$50.00 pay per shift and receive his/her appropriate rate of pay for any hours worked when required to report to any designated location.

Section 5 ~~4~~ Pay Period

All employees are paid every Friday the normal pay period run Sunday through Saturday. All employees shall receive itemized statements showing their hours of work, deductions and earned paid time.

Section 6 ~~5~~

All employees scheduled to work weekend shifts (Saturday) shall receive a .50 premium pay for all hours worked on weekend shifts.

Section 7

Members may use their retroactive back pay to contribute towards their employee contribution amount for purposes of funding their HSA account.

Section 8

~~In lieu of wage increases, the Cafeteria Plan (\$1000 stipend) for ALL Members ceases July 1, 2015.~~

Section 9 8

All employees will be paid through direct deposit and must complete the necessary paperwork for the Finance Department to allow for direct deposit.

ARTICLE 14: TEMPORARY VACANCIES OR OPEN SHIFTS

Section 1 Temporary fulltime positions created through an approved leave of absence or FMLA, workman's comp or an off the job medical condition of more than 4 weeks will be posted for 5 normal business days, for temporary assignment to part timer employees, awarded in seniority order. The successful bidder must be able to work the schedule as posted and for the duration posted. Upon the original employee return the successful bidder will vacate the assignment and be placed back into their original assignment

Section 2 Temporary part-time vacancies will be posted for extra earning opportunity for all employees and awarded in seniority order as long as the shift does not create over time or premium pay or cause a part time employee to average more than 28 hours per week. The Town reserves the right to reduce the amount of hours earned in a fiscal year so that the employee remains below 28 hours per week.

Section 3 Open shifts

Special request extra work, vacation coverage which includes any work outside the employees regular run schedule, or open shifts that will need to be filled will be posted as soon as practicable and employees will be given an opportunity to sign up for said work on a separate sign up list made available at a designated common area. Employees who have signed up for the work shall be assigned extra work in seniority order. All open shifts will be offered to all seniority employees and awarded to the senior most employees. Employees must be available and qualified to perform the work and the work cannot interfere with an employee's normally scheduled shift, or create overtime or cause a part time employee to average more than 28 hours per week. The Town reserves the right to reduce the amount of hours earned in a fiscal year so that the employee remains below 28 hours per week. If the shift still isn't filled after exhausting this procedure the Town may offer the work out to non-scheduled sub drivers on straight time. When the Town offers work on an overtime basis it will do so in seniority order. In the event an employee wishes to add their name to the list or remove their name from the list after signing they may do so once per year.

ARTICLE 15: INSURANCE & PENSION

15.1 Pension Eligibility. A fulltime employee is eligible to join the pension plan if the employee has been employed by the Town for one (1) year of service and is at least 25 years of age.

(a) Retirement Income. At normal retirement date (age 65) income will be 2% of the final average earnings (highest 4 of the last 10 July 1st earnings, multiplied by the number of credited service.

(b) Employees will contribute 3.5% of base earnings, the Town will contribute the remainder of the amount necessary to provide an employees retirement income.

(c) An employee becomes 100% vested after 5 years of service in the plan prior to attaining 5 years of service the employees in entitled only to his/her contributions plus interest earned on such contributions upon separation from the Town.

(d) Pension benefits from the plan are in addition to any social security benefits payable to the retiree.

(e) Early Retirement can occur anytime between the first day of the month on or following an employee's 55th birthday and their normal retirement date.

15.2 Life Insurance - The Town shall provide and pay for the full cost of the group life insurance for all fulltime employees who work 35 or more hours per week in the amount of \$100,000.00 including an additional \$30,000.00 in employee's coverage in the event of accidental death. Retirees shall receive \$5,000.00 in life insurance.

15.3. Weekly disability benefits of \$150.00 per week for a maximum of thirteen (13) weeks, such benefits to commence upon the first day of an accident or 8th day of illness and after all sick time has been exhausted.

Health Insurance. Health Insurance Buy-back

15.4 - Section (1). The Employer agrees to make available to all full-time Employees who have completed the first of the month following a 150-day probationary period the Teamsters Local 671 Health Services and Insurance Plan, Silver Plan.

Section (2) All present Employees who have elected to enroll for this Insurance as of the effective date of this Agreement, shall begin coverage as of adoption of this contract by both parties.

Section (3) Open enrollment shall commence in December of each year.

Section (4) For all new Employees electing to enroll, coverage shall begin after the employee has completed 150 days of his/her probationary period and the month the initial premium payment is made.

Section (5) Coverage for an Employee shall end on the last day of the month for which premiums has been paid on behalf of such employee

Section (6) (a) Commencing with the first day this contract is adopted by both Parties and continuing for the remaining duration of the current Collective Bargaining Agreement, the Employer agrees to make the required monthly premium payments to the Teamsters Local 671 Health Services and Insurance Plan for each Employee enrolled.

(b) Premiums are due and payable on the twentieth (20th) of each month representing coverage for the following month.

Insurance rates shall remain in effect from July 1, 2021 through June 30, 2024 as outlined below:

Silver Plan Rates	DATE	DATE	DATE	DATE
	7/1/21	1/1/22	1/1/23	1/1/24
Single	\$1,032.39	\$1,114.98	\$1,204.18	\$1,300.51
EE+1	\$1,828.57	\$1,974.86	\$2,132.85	\$2,303.47
Family	\$2,624.72	\$2,834.70	\$3,061.48	\$3,306.39

Silver Plan Rates	DATE	DATE	DATE	DATE
	7/1/24	1/1/25	1/1/26	1/1/27
Single	\$1,300.51	\$1,237.00	\$1,298.85	\$1,363.79
EE+1	\$2,303.47	\$2,090.00	\$2,194.50	\$2,304.23
Family	\$3,306.39	\$2,989.00	\$3,138.45	\$3,295.37

(c) The Employee's contribution shall be deducted from their pay each week.

(d) 1. The Employer will continue to pay the premium for Employees who are absent due to injury or illness for up to four (4) weeks.

2. The Employer agrees to abide by all rules of the Family Medical Leave Act for all personal injury or illness.

3. In the event of a work-related illness or injury (workers compensation) the Employer agrees to continue to pay the premium for a period not to exceed twelve (12) consecutive months. Thereafter, the Employee may continue coverage under COBRA if eligible.

(e) In accordance with the Audit, Collection and Delinquency Policies and Procedures the Trustees require the Employer to provide the Plan with contributions for one (1) month in advance to secure the payment of contributions. When the premium rates increase, this security must be increased before contributions for eligibility will be accepted. If used to cover a delinquency, this security must be replaced before further contributions will be accepted. At the end of this contract, such security may be used toward the town's final monthly premium.

(f) The Employer agrees that all contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to have an independent public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Teamsters Local 671 Health Services and Insurance Plan.

(g) The Employer shall make contributions to the Teamsters Local 671 Health Services and Insurance Plan by the twentieth (20th) day of each month representing coverage for the following month. If the Employer fails to make contributions to the Teamsters Health Services and Insurance Plan and after a seventy-two (72) hour notice of such delinquency, the Local Union may take whatever steps are required to secure compliance with this section herein.

15.6 Alternatively, employees may opt out of the TEAMSTERS health and dental insurance program. An employee who is covered under alternate health insurance that is not provided **for in whole or part** by either the Town of Enfield or the Enfield Board of Education may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. Employees eligible for health and dental coverage under the Town's plan who waives the same shall receive one of the following:

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

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

15.7 Employee monthly copay percentages as follows:

7/1/2021	7/1/2022	7/1/2023
7/1/2024	7/1/2025	7/1/2026
12%	12%	12%

The amount of the monthly employee deduction shall be equally divided into a weekly deduction.

15.8 Change of Carriers. The Town may change the carriers for any of the foregoing insurance provided that the benefits shall be equivalent or better than those provided in the above referenced coverage, this provision may only be exercised by the town in the last year of the agreement and no sooner than 90 days prior to the expiration date of the collective bargaining agreement. However, if the Town can provide insurance at a lower cost than the above referenced Teamster's Health Insurance Plan, provided that the benefits shall be equivalent or better than those currently provided then the employee shall pay the difference in cost. In other words, the Town will always pay the lowest

health insurance cost between the Teamster's Health Insurance Plan and the Town's Health Insurance Plan.

15.9 Retirement insurance Anthem Blue Cross 65/Blue Shield

Any full-time employee with a minimum of ten (10) years' service and has worked for the Town until age 55 or later and has either retired from the Town of Enfield or 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 65.

Employees enrolled in the Town's group health insurance plan shall automatically be enrolled in the Towns BC/BS 65 plan for retirees. Retirees not enrolled in the Towns group BC/BS plans shall apply for membership in the Towns BC/BS 65 plan upon attaining age 65.

The hospital and medical plan insurance plan shall be the Anthem Blue Cross/Blue Shield 65 plan as prescribed by the contract in force.

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

Retirees shall be able to purchase Blue Cross/Blue Shield 65 coverage for their spouses at the Towns COBRA rate. Early retirees shall be able to continue coverage for themselves and dependents provided that they pay the COBRA rate for such coverage in a timely manner.

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

ARTICLE 16: NON DISCRIMINATION

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 17: STRIKES AND LOCKOUTS

Section 1. For the duration of this Agreement, the Union, its officers, representatives and members shall not authorize, instigate, ratify or participate in any strike, sympathy strike, slowdown, stoppages of work, interference with Town business, or picketing (collectively referred to as "strikes"). Any employee participating in, encouraging, instigating, aiding, or abetting a strike shall be subject to disciplinary action;

Section 2. The Employer agrees that it will not lock out employees during the term of this agreement

Section 3. It shall not be the cause of disciplinary action in the event an employee refuses to drive through a picket line due to concerns of his/her safety or the safety of his/her passengers.

ARTICLE 18: MISCELLANEOUS

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

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

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

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

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

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

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

Exceptions to this policy are public busses when riding in a passenger seat that is not equipped with a seatbelt.

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

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

Personal Appearance. The employees of the Town of Enfield should always present themselves in dress and grooming suited to the work which they perform. Departments may establish codes of proper dress and grooming which relate to the public contact, safety, hygiene or nature of the work being performed subject to overall approval of the Town Manager. Clean and modest attire is appropriate for all employees.

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

Citations /Tickets the Town shall pay any fine for a citation issued to any driver for any equipment violation that is not the drivers fault while operating a company vehicle.

Unsafe Equipment. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. Any equipment which is refused because not mechanically sound or properly equipped shall not be used by other drivers until the Maintenance Department has adjusted the complaint. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property. Employees shall not be required to exceed the stated capacity of any vehicle.

Restrooms all drivers will be allowed access to clean and sanitary restrooms to be used during the course of their shifts to include weekends.

Uniforms The Town reserves the right to issue uniforms to employees and require that they wear them. The employer agrees that if any employee is required to wear a uniform as a condition of his/her employment then such uniform will be provided by the employer with no charge to the employee.

I.D Cards if the employer requires employees to carry personal identification the cost of such personal identification shall be borne by the employer, including replacement.

Maintenance in the event the employer requires employees to clean their company vehicles/busses, the employer will provide the necessary cleaning products including paper towels, sanitizer, window cleaner trash bags, gloves etc. employee will not be required to clean blood, bodily fluid, wastes or fluids or other potentially hazardous substances unless provided with proper training and equipment.

Examination the Town will reimburse all employees \$65 dollars for the legally required D.O.T examination and/or filing fee provided the employee provides proof of the expenses.

Any Town directed examination shall be paid for by the Town. If as a result of the employer requested examination the employee has suffered a loss of earning and it is later determined the employee was in fact fit for duty the employee will be compensated for all lost earnings.

Annual Performance Evaluations

Entry level probationary employees shall receive monthly job performance evaluations for the term of their probationary period. Probationary evaluations may not be grieved.

Regular employees will receive annual job performance evaluations on the anniversaries of their hire date, which will be discussed with the employee. Any controversy concerning job performance evaluations will be resolved through the grievance procedure.

Employees will receive a copy of their performance evaluation, which will also be placed in the official personnel file.

Biohazard Policy

The Town of Enfield will maintain a Bio hazard policy which may be modified from time to time as deemed necessary. This policy will be available on the Union bulletin board and/or available upon request.

ARTICLE 19: 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 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 port ion thereof.

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

ARTICLE 20: SUBSTANCE ABUSE TESTING

Section 1. The purposes of this policy are as follows:

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

Section 2. Definitions

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

Section 3. Basis for testing

- A. Random drug testing-the Department Director shall determine the number of employees to be tested on an annual basis. Not more than 25% of employees shall be randomly selected per test. An independent testing agency shall select employees to be tested by a computer-generated process not more than four times per year.
- B. Reasonable suspicion testing - an employee may be required to undergo testing based on "reasonable suspicion". Reasonable suspicion shall mean when objective facts and observations are brought to the attention of a supervisor, based on the reliability and weight of such information, such that the supervisor can reasonably infer that, or suspect that, the employee is using illegal drugs, is abusing prescribed drugs, or is reporting for duty (or on duty) under the influence of alcohol or drugs. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: the appearance, speech, behavior, body odors, of the employee; reports and observations of the employee's drug related activities, such as purchase, sale or possession of illegal drugs; association with known illegal drug dealers or users; observation of the employee at known illegal drug or suspected illegal drug related locations; an otherwise unexplained change in the employee's behavior or work performance; an observed impairment of the employee's ability to perform his or her duties.

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

Section 4. Testing procedures

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

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

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

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

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

- A. Voluntarily admits to alcohol or drug abuse prior to testing, or
- B. Tests positive for alcohol or abuse of legally prescribed drugs for the first time. The employee shall use accumulated sick, or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent that it is not covered by the employee's health insurance. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs and/or alcohol for a period of 36 months (up to 48 months if recommended by the Substance Abuse Professional) after his return to duty. The frequency of this testing will be at the discretion of the Department Director. This testing is in addition to random testing which

the employee will continue to be subject to. If after screening, the employee tests positive, he will immediately be suspended without pay and will be subject to discharge.

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

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

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

ARTICLE 21: DURATION

21.1 This contract shall be in full force and effect through July 1, ~~2021~~ **2024** thru June-30, ~~2024~~ **2027** including all monetary provisions which shall be retroactive, if applicable, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. All changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

21.2 Within (90) Days of the expiration of the contract, either party may notify the other party if it wishes to amend or modify the contract. 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

For the Town of Enfield

For the Union

Date: 2025

Date: 2025

APPENDIX A

BUS DRIVERS (Full- and Part-time)	Year	Hourly Rate
	7/1/2021	\$20.00
	7/1/2022	\$20.00
	7/1/2023	\$20.95
DISPATCHER/DAY ASSISTANT		
	7/1/2021	\$20.89
	7/1/2022	\$21.52
<i>*Council Resolution Rate Increase adopted 9/20/2022</i>	7/5/2022	\$26.00
	7/1/2023	\$26.78
DISPATCHER/NIGHT ASSISTANT		
	7/1/2021	\$22.52
	7/1/2022	\$23.20
<i>*Council Resolution Rate Increase adopted 9/20/2022</i>	7/5/2022	\$27.00
	7/1/2023	\$27.01

BUS DRIVERS (Full- and Part-time)	Year	Hourly Rate
+ \$2.50	7/1/2024	\$23.45
+ \$1.00	7/1/2025	\$24.45
+ \$1.00	7/1/2026	\$25.45
TRANSPORTATION DISPATCHER - DAY		
+ \$2.50	7/1/2024	\$29.28
+ \$1.00	7/1/2025	\$30.28
+ \$1.00	7/1/2026	\$31.28
TRANSPORTATION DISPATCHER - NIGHT		
+ \$2.50	7/1/2024	\$30.31
+ \$1.00	7/1/2025	\$31.31
+ \$1.00	7/1/2026	\$32.31
PART-TIME DISPATCHER (DAY)/BACK-UP DRIVER		
+ \$2.50	7/1/2024	\$27.22
+ \$1.00	7/1/2025	\$28.22
+ \$1.00	7/1/2026	\$29.22

APPENDIX B

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

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same.	Same.
Provisions if Both Spouses Work For the Town	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if both employees work in the same department than the leave cannot be taken on the same scheduled workdays.	12 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department, then the leave cannot be taken on the same scheduled workdays, except for the serious health condition of the spouse.
Restoration to Position	Must be restored to the same position held prior to the leave; or To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment. 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.	Same.	Same.
Notification	Employee must provide 30 days notice when need for leave is foreseeable. Otherwise notice must be given as soon as practicable.	Same.	Same.
Medical Certification	Certification for illnesses shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of the job, and medical reasons for any intermittent or reduced leave requests (if applicable).	Not applicable.	Certification for illness shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for any intermittent or reduced leave requests.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Second and Third Opinions	The Town may request and pay for a second opinion from a physician of the Town's choice. Either the employee or the Town may request a third opinion if the 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.	Not applicable.	The Town may request and pay for a second opinion from a physician of the Town's choice. Either the employee or the Town may request a third opinion. A third opinion shall be paid for by the Town and both the Town and the employee must agree on the provider. The decision of the third opinion is final.
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.	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.

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

Miscellaneous	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. The Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions. The 12 month period for Family & Medical Leave shall be measured forward from the date any employee's first Family & Medical Leave begins or is designated as the start date. 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. The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.
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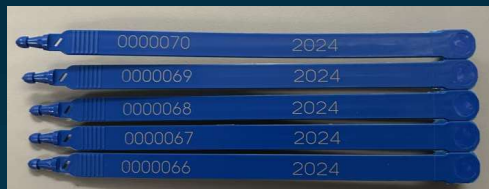
TIPPER BARREL COST

Appended to the minutes of the January 21, 2025 Town Council Meeting. See Pg 22 Item #14

Date	# of Tippers Ordered	Tipper Cost	Total Tipper Cost	Shipping Cost	Per Barrel Cost with Shipping
3/15/2023	300	\$62.00	\$18,600.00	\$0.00	\$62.00
8/7/2023	575	\$62.00	\$35,650.00	\$0.00	\$62.00
4/3/2024	365	\$56.00	\$20,440.00	\$1,800.00	\$60.93
10/1/2024	444	\$56.75	\$25,197.00	\$2,200.00	\$61.70

- CURRENTLY CHARGING \$60.00
- PRICE DOES NOT INCLUDE ASSEMBLY TIME
- PRICE DOES NOT INCLUDE HOMEOWNER DELIVERY

TIPPER TAGS



- CURRENTLY CHARGING \$120.00
- 751 MSW TAGS SOLD LAST YEAR
- TIPPING FEE WILL INCREASE TO \$119.18/TON IN FY2026
- PRICE DOES NOT INCLUDE FUEL

- PRICE DOES NOT INCLUDE EXTRA TIME