



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, October 24, 2011
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

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CALL TO ORDER	
ROLL CALL	
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FUTURE AGENDAS

EXECUTIVE SESSION

19. Sale or purchase of real property, in accordance with CGS §1-200(6)(D)

ADJOURNMENT

REGULAR MEETING – MANSFIELD TOWN COUNCIL
October 11, 2011

DRAFT

Mayor Elizabeth Paterson called the regular meeting of the Mansfield Town Council to order at 7:30 p.m. in the Council Chambers of the Audrey P. Beck Building.

I. ROLL CALL

Present: Keane, Lindsey, Moran, Paterson, Paulhus, Ryan, Shapiro
Excused: Kochenburger, Schaefer

II. APPROVAL OF MINUTES

Ms. Moran moved and Mr. Paulhus seconded to approve the minutes of the September 26, 2011 minutes as presented. The motion passed unanimously.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Betty Wassmundt, Old Turnpike Road, thanked Councilor Shapiro for recognizing the importance of training in the Freedom of Information Act and requested that all union contracts of the Town be placed on the website. (Statement attached)

IV. REPORT OF TOWN MANAGER

In addition to his written report, Town Manager Matt Hart reported that he attended the CCM Annual Convention at which he and the Director of Finance Cherie Trahan participated in a panel discussion on shared services; attended the Governor's Summit on Economic Development; and attended the WINCOG Board of Directors' meeting at which CL&P was present and the response to Storm Irene was discussed. The recruitment process for the Library Director has begun and interviewing panels will consist of peers, staff, Library Board members and representatives from the Friends of the Library. Mr. Hart also stated his interest in reviving the Economic Development Commission and has asked the Committee on Committees to review the existing ordinance. Mr. and Mrs. Shifrin, owners of the Kirby Mill, have expressed an interest in installing a hydro system in the Mansfield Hollow Dam area and selling the power back to the Town. A presentation by the Shifrins will be added to a future agenda. In response to a public comment, Mr. Hart agreed that all of the Town's union contracts should, if they are not already posted, be added to the Town's website. Bruce Silva, Superintendent of E.O. Smith High School, has asked if any Council member would be interested in participating in union negotiations. The Town Manager will forward Mr. Silva's letter to members.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mayor Elizabeth Paterson reported that she attended the ground breaking for the Windham Hospital Medical Building and the dedication of the open space donated by the Dorwart Family. Mayor Paterson recognized three recently deceased community members who contributed greatly to the Town, Fred Cazel former Mayor and founding member of the Historical Society, Elizabeth Hamill President and founder of the Friends of the Library, and Reinholdt Dorwart whose family donated the recently dedicated open space. The Mayor and Town Manager attended the funeral of retired fire fighter Richard Chandler, who also gave so much time and energy to the Town.

Mayor Paterson participated in the first meeting of the Legislative Task Force on Municipal Funding. The group will be studying the current municipal aid formulas and making recommendations to the legislature.

Ms. Moran attended CCM's Annual Convention and was pleased to hear the heads of various State agencies commit to working together to expedite economic development projects. Ms Moran also visited East Conn's high tech training facility in Chaplin.

VI. OLD BUSINESS

October 11, 2011

1. Community/Campus Relations

Town Manager Matt Hart announced that Sgt. Richard Cournoyer has been recently appointed as the Town's coordinator and welcomed him. Sgt. Cournoyer had been serving on an interim basis.

Sgt. Cournoyer updated Council members on the implementation of several initiatives including bar compliance checks, the issuance of nuisance ordinance infractions, and neighborhood visits. By communicating with all affected citizens and working with UConn to provide input into the orientation process, the State Police hope begin to change the current culture.

Council members thanked Sgt. Cournoyer for his efforts.

VII. NEW BUSINESS

2. Be Well Program Presentation

Eastern Highland Health District's Health Education Coordinator Ande Bloom presented an overview of the history of the Town's Wellness program, the potential benefits to both employers and employees, components of the "Be Well" program, and the current measurable outcomes.

Council members thanked Ms. Bloom and EHHD Director Rob Miller for the presentation and work.

3. Willimantic River National Recreation Trail Application

Willimantic River Alliance member Meg Reich described the group's efforts to work with the Last Green Valley, Inc. and others in an effort to designate the Willimantic River Trail as a National Recreation Trail and asked the Council for support in this effort.

Mr. Ryan moved and Ms. Moran seconded, effective October 11, 2011, to approve the Access Site Stewardship Plan including the public use of and improvements to Merrow Meadow Park and River Park, and authorize the Town Manager to complete a letter of support for the nomination of the Willimantic River for National Recreation Trail Status. Motion passed unanimously.

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

IX. REPORTS OF COUNCIL COMMITTEES

Ms. Moran reported the Personnel Committee has reviewed and incorporated the suggestions offered at the last meeting into the revised draft Ethics Ordinance. This draft will be forwarded to members of the Ethics Board.

Mr. Paulhus requested that if the Public Safety Committee is reconstituted in the future he would like to be considered as an appointment to the Committee.

X. PETITIONS, REQUEST AND COMMUNICATIONS

4. S. Clark re: Thank you
5. Special Town Meeting Minutes, September 26, 2011
6. E. Paterson/M. Hart re: Neighbor to Neighbor Energy Challenge
7. E. Paterson/M. Hart re: Thank you letters, Tropical Storm Irene
8. C. Paulhus re: Public Safety Committee
9. B. Silva re: District/Municipal Budget Information Sharing Meeting
10. Connecticut Light & Power re: Tropical Storm Irene

XI. FUTURE AGENDAS

Ms. Keane requested a review of the need for Charter Revision be added to a future agenda.

Mr. Shapiro stated one of the potential acquisitions under discussion in the proposed Executive Session abuts his property and therefore he will be recusing himself from any

discussions regarding said property. Mr. Shapiro will, however, participate in the other issues to be discussed.

Mr. Paulhus moved and Ms. Lindsey seconded to enter into Executive Session to discuss the sale or purchase of real property in accordance with CGS§1-200(6)(D) and to include Town Manager Matt Hart, Town Attorney Dennis O'Brien and Director of Planning and Economic Development Linda Painter and to discuss strategy and negotiations with respect to pending claims or litigation in accordance with CGS§1-200(6)(A) and §1-200(6)(B) and to include Town Manager Matt Hart and Town Attorney Dennis O'Brien. Motion passed unanimously.

XII. EXECUTIVE SESSION

Sale or Purchase of Real Property, in accordance with CGS§1-200(6) (D)
Present: Keane, Lindsey, Moran, Paterson, Paulhus, Ryan, Shapiro (for one issue)
Also included: Town Manager Matt Hart, Town Attorney Dennis O'Brien and Director of Planning and Economic Development Linda Painter

Strategy and Negotiations with Respect to Pending Claims or Litigation in accordance with CGS§1-200(6) (A) and §1-200(6) (B)
Present: Keane, Lindsey, Moran, Paterson, Paulhus, Ryan, Shapiro
Also included: Town Manager Matt Hart and Town Attorney Dennis O'Brien

XIII. ADJOURNMENT

The Town Council reconvened in regular session.
Mr. Paulhus moved and Ms. Keane seconded to adjourn the meeting

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

October 11, 2011

October 11, 2011

To: Town Council
From: Betty Wassmundt

I want to thank Councilor Shapiro for recognizing the need for, and advocating for, training in the Freedom of Information Act for staff and board/commission members. This type of advocacy is exactly what the public needs, and expects, from its elected officials. Many thanks.

I expect that town management may say they have provided this training but having participated, I can attest to the inadequacy of what those in charge did. For one thing, the stress of the FOI training needs to be different depending on the group being trained.

I urge this council to require town management to address this issue and, I place a request. I request the in the interest of open and transparent government, that all union contracts be placed on the town website as directly as possible. I think I volunteered to do the necessary work at a previous council meeting. I will volunteer again. Thank you.

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
With the Community Quality of Life Committee
October 11, 2011
WORK SESSION
DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 5:00 p.m. The meeting began at the job site and then moved to the Council Chambers.

I. ROLL CALL

Present: Councilors Keane, Lindsey, Moran, Paterson, Paulhus, Ryan, Shapiro
Community Quality of Life Committee members; Jake Friedman, Chris Kueffner,
Richard Long, David Morse, John Riesen
EDR Representatives: Rhonda Johannesen, Rodney King, Jeffrey Resetco

II. TOUR STORRS CENTER JOB SITE AND EDR RENTAL OFFICE

Those present viewed the site and rental office.

III. MEETING WITH EDR TO DISCUSS RESIDENTIAL MARKETING AND
PLANNED MANAGEMENT STRATEGIES

Ms. Johannesen described EDR's broad based marketing plan and noted all requested information regarding carpet and finishing specs will be made available at the leasing office. Mr. King outlined plans for maintenance, security, leasing strategy, the institution of a courtesy resident program and the resident relations and conduct standards. Representatives noted that all suggested avenues for market outreach are being pursued and asked those present to contact them with any additional opportunities.

Those present discussed the workforce, subleasing, income requirements of tenant or guarantor, financial status of real estate investment trusts, floor plans, pricing, and smoking. Lease documents will be available on the website as soon as have been approved by EDR's Counsel.

IV. ADJOURNMENT

Mr. Paulhus moved and Mr. Ryan seconded to adjourn the meeting at 7:00 p.m.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

October 11, 2011



Threat to Homeownership: 5 REITs Being Targeted by Short-Sellers

<http://www.fool.com/investing/general/2011/10/10/threat-to-homeownership-5-reits-being-targeted-by-.aspx>

Rebecca Lipman and Eben Esterhuizen, Kapitall
October 10, 2011

The percentage of Americans who own their home is in the greatest decline since the Great Depression, according to government data.

American homeownership over the past decade fell to 65.1%, an overall drop that equals 1.1%.

And although that figure pales in comparison to the 4.2% drop in the 1930's, CNN Money says these numbers only tell half the story.

The data shows that home ownership in the 2000s peaked in the middle of the decade, up to almost 70% in 2004.

"The crash from that peak was more than 4 percentage points in just about five years -- a far more dramatic decline than the 1.1% drop over the 10-year period."

These numbers are accompanied by more upsetting statistics about homelessness, foreclosures, and vacant homes.

Reports show the percentage of vacant housing jumped 43.8% to 15 million, or 11.4% of all houses -- up from 10.4 million homes in 2000.

Wondering how you can gain an exposure to the real estate market without having to buy an actual house?

Real Estate Investment Trusts offer an easy way to gain access to a portfolio of real estate holdings. They trade just like stocks, and give investors a chance to own a slice of a large collection of properties.

Of course, with all the doom and gloom surrounding the current housing market, short sellers are paying close attention. Below we've listed five Real Estate Investment Funds that have seen a sharp increase in shares shorted over the last month (i.e., increased bets that these investments will fall in value).

Short-sellers seem to think these real estate stocks are in deep trouble -- do you? How long before the housing market stabilizes, and ultimately rebounds?

Use this list as a starting point for your own analysis. ([Click here](#) to access free, interactive tools to analyze these ideas)

1. American Capital Agency (Nasdaq: [AGNC](#)) : Operates as a real estate investment trust (REIT). Shares shorted have increased from 5.56M to 7.46M over the last month, an

increase which represents about 1.06% of the company's float of 178.45M shares.

2. Apartment Investment & Management (NYSE: [AIV](#)) : The company is a real estate investment manager. Shares shorted have increased from 5.49M to 7.05M over the last month, an increase which represents about 1.31% of the company's float of 119.14M shares.

3. ARMOUR Residential REIT (NYSE: [ARR](#)) : Shares shorted have increased from 9.39M to 10.21M over the last month, an increase which represents about 1.14% of the company's float of 71.95M shares.

4. Campus Crest Communities (NYSE: [CCG](#)) : Focuses on building, owning, and managing student housing properties in the United States. Shares shorted have increased from 1.58M to 2.10M over the last month, an increase which represents about 1.7% of the company's float of 30.58M shares.

5. Education Realty Trust (NYSE: [EDR](#)) : Develops, acquires, owns, and manages student housing communities located near university campuses in the United States. Shares shorted have increased from 3.14M to 4.46M over the last month, an increase which represents about 1.84% of the company's float of 71.68M shares.

Interactive Chart: Press Play to compare changes in analyst ratings over the last two years for the stocks mentioned above. Analyst ratings sourced from Zacks Investment Research.

Business Summary

Education Realty Trust, Inc., a real estate investment trust (REIT), develops, acquires, owns, and manages student housing communities located near university campuses in the United States. It also provides third-party management services, including residence life and student development, marketing, leasing administration, strategic relationships, information systems, and accounting services for student housing communities owned by educational institutions and charitable foundations. In addition, the company offers third-party development consulting services, such as market analysis and evaluation of housing needs and options; co-operation with university in architectural design; negotiation of ground lease, development agreement, construction contract, architectural contract, and bond documents; oversight of architectural design process; co-ordination of governmental and university plan approvals; oversight of construction process; design, purchase, and installation of furniture; pre-opening marketing to students; and obtaining final approvals of construction. It provides its third-party development consulting services primarily to universities seeking to modernize their on-campus student housing communities, as well as to other third-party investors. As of December 31, 2009, the company owned 40 student housing communities located in 19 states containing 25,454 beds in 7,813 apartment units located near 35 universities. It also provided third-party management services for 20 student housing communities located in 9 states containing 10,188 beds in 3,272 apartment units at 16 universities. The company qualifies as a REIT for federal income tax purposes. As a REIT, it would not be subject to federal corporate income tax if it distributes at least 90% of its REIT taxable income to its stockholders. The company was founded in 1964 and is based in Memphis, Tennessee.

Key Statistics

Company Websites

Home Page

Search Yahoo! for:

More on Education Realty Trust Inc.

Corporate Governance

Education Realty Trust Inc.'s Governance Risk Indicator (GRI®) as of Oct 1, 2011 is: Audit (Low Concern), Board (Low Concern), Compensation (Medium Concern), Shareholder Rights (Low Concern).
Brought to you by Institutional Shareholder Services (ISS)

View Financials

Key Executives

	Pay	Exercised
Mr. Randall L. Churchay , 50 Chief Exec. Officer, Pres and Director	808.00K	0.00
Mr. Randall H. Brown , 53 Chief Financial Officer, Exec. VP, Sec. and Treasurer	514.00K	0.00
Mr. J. Drew Koester , 40 Chief Accounting Officer, VP and Assistant Sec.	221.00K	0.00
Mr. Thomas Trubiana , 59 Chief Investment Officer and Exec. VP	481.00K	0.00
Ms. Christine J. Richards , 41 Sr. VP of Property Operations	232.00K	0.00

Amounts are as of Dec 31, 2010 and compensation values are for the last fiscal year ending on that date. Pay is salary, bonuses, etc. Exercised is the value of options exercised during the fiscal year.

**PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager
Date: October 24, 2011
Re: Ethics Ordinance

Subject Matter/Background

The Personnel Committee continued its review of the Ethics Code at its meeting on October 7, 2011. The Committee incorporated some of the suggestions made by Council members during the special workshop held on September 26, 2011. The Committee's recommended version of the Ethics Code is attached and dated October 7, 2011.

A summary of the changes is as follows:

- New introductory sentence for 25-3, "Purpose"
- Revised definitions in 25-4 for advisory opinion, financial interest, gift, immediate family, individual with whom one is associated
- Revised language to 25-5A and 25-5D to better define who is/is not eligible to serve as a Board member
- Revised language to 26-B(4) to state that the Ethics Board has a duty to prepare materials that inform public officials and employees of their rights and responsibilities under the Code
- Section heading titles added to 25-7
- Conflict of interest, 25-7(C), replaced "university" with "state"
- 25-7D now prohibits all public employees and public officials from representing private interests against the interest of the Town in any litigation to which the Town is a party

Legal Review

At the Personnel Committee's request, the Town Attorney has assisted in preparing the proposed revisions to the Ethics Ordinance.

Recommendation

If Council is ready to schedule a public hearing regarding revisions to the Ethics Code, the following motion would be in order:

Move, effective October 24, 2011, to schedule a public hearing for 7:30 p.m. at the Town Council's regular meeting on November 28, 2011, to solicit public comment regarding proposed revisions to the Ethics Ordinance.

Attachments

- 1) Personnel Committee Recommended Revisions to the Ethics Ordinance (Code), dated October 7, 2011.
- 2) Existing Ethics Ordinance (Code)

**Ethics Ordinance
Personnel Committee Draft – October 7, 2011**

[HISTORY: Adopted by the Town Council of the Town of Mansfield 6-26-1995, effective 8-7-1995. Amendments noted where applicable.]

GENERAL REFERENCES

Authorities — See Ch. 5.
Conservation Commission — See Ch. 11.
Economic Development Commission — See Ch. 17.
Housing Partnership — See Ch. 34.
Inland Wetlands Agency — See Ch. 40.
Personnel Appeals Board — See Ch. 63.
Planning and Zoning Commission — See Ch. 67.
Police — See Ch. 70.
Regional Planning Agency — See Ch. 82.
Zoning Board of Appeals — See Ch. 94.
Affirmative action — See Ch. A191.
Committees, boards and authorities — See Ch. A192.
Housing Authority — See Ch. A193.

§ 25-1 Title.

This chapter shall be known and may be cited as the "Code of Ethics."

§ 25-2 Authority

This Code is legally authorized by Connecticut General Statutes section 7-148h, and Town of Mansfield Charter section C304.

§ 25-3 Purpose.

The purpose of this Code is to guide elected and appointed Town officials, Town employees and citizens by establishing standards of conduct for officials and employees. Public office or employment is a public trust. The trust of the public is essential for government to function effectively. Public policy developed by government officials and employees affects every citizen of the municipality, and it must be based on honest and fair deliberations and decisions. Good government depends on decisions which are based upon the merits of the issue and are in the best interests of the town as a whole, without regard to personal gain. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town of Mansfield seeks to maintain and increase the confidence of our citizens in the integrity and fairness of their Town government. In pursuit of that goal, these standards are provided to aid those involved in decision making to act in accordance with the public interest, use objective judgment, assure accountability, provide democratic leadership, and uphold the respectability of our Town government.

§ 25-4 Definitions.

As used in this chapter, the following words or phrases shall have the meanings ascribed to them in this section:

ADVISORY BOARD

Any appointed board, committee, commission or agency of the Town of Mansfield without legal authority to finally and effectively require implementation of its

determinations, or to legally bind the Town, or to restrict or limit the authority of the Town to take action.

ADVISORY OPINION

A written response by the Board of Ethics to a request by a public official or employee asking whether their own present or potential action may violate any provision of this Code of Ethics.

BOARD

The Town of Mansfield Board of Ethics established in section 25-5 of this ordinance.

BUSINESS

Any entity through which business for profit or not for profit is conducted, including a corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, or self-employed individual.

BUSINESS WITH WHICH ONE IS ASSOCIATED

A business of which the person or a member of their immediate family is a director, officer, owner, employee, compensated agent, or holder of stock which constitutes five percent or more of the total outstanding stock of any class.

CONFIDENTIAL INFORMATION

Any information, whether transmitted orally or in writing, which is obtained by reason of the public position or office held and is of such nature that it is not at the time of transmission a matter of public record per the Connecticut Freedom of Information Act, C.G.S. section 1-200, et seq., or public knowledge.

EMPLOYEE

Any person receiving a salary, wages or other compensation from the Town for services rendered.

FINANCIAL INTEREST

Any interest representing an actual or potential economic gain or loss, which is neither de minimis ~~trivial~~ nor shared by the general public.

GIFT

Anything of value, including entertainment, food, beverage, travel and lodging given or paid to a public official or public employee, to the extent that a benefit of equal or greater value is not received.

A gift does not include:

A political contribution otherwise reported as required by law or a donation or payment as described or defined in subdivision (9) or (11) of subsection (b) of Conn. General Statutes section 9-601a;

Services provided by persons volunteering their time;

A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;

A gift received from an individual's spouse, fiancé or fiancée, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child;

Goods or services which are provided to the municipality and facilitate governmental action or functions;

A certificate, plaque or other ceremonial award costing less than one hundred dollars;

A rebate or discount on the price of anything of value made in the ordinary course of a business without regard to that person's status;

Printed or recorded informational material germane to governmental action or functions;

Items of nominal value, not to exceed twenty dollars, containing or displaying promotional material;

An honorary degree bestowed upon a public official or public employee by a public or private university or college;

A meal provided at an event and/or the registration or entrance fee or travel costs to attend such an event, in which the public employee or public official participates in his official capacity;

A meal provided in the home by an individual who resides in the municipality;

Gifts in-kind of nominal value not to exceed \$25.00 tendered on gift-giving occasions generally recognized by the public, provided the total value of such gifts in any calendar year from all donors do not combine to exceed one hundred dollars;

A gift worth no more than \$500.00 made in recognition of a "life event" ~~like~~ such as a wedding, birth or retirement.

IMMEDIATE FAMILY

Any spouse, child, parent, or sibling or co-habiting partner of a public official or employee of any age or residence, or any other individual who resides in the household of the public official or employee, and the spouse, child, parent or sibling of any such spouse, child, parent, sibling, co-habiting partner or other individual who resides in the household.

INDIVIDUAL

Any natural person.

INDIVIDUAL WITH WHOM ONE IS ASSOCIATED

Any individual with whom the ~~person~~ public official or employee or a member of their immediate family mutually has an interest in any business.

OFFICIAL RESPONSIBILITY

The direct administrative or operating authority, whether exercised personally or through subordinates, to approve, disapprove, or to otherwise direct Town government action.

PERSON

Any individual, sole proprietorship, trust, corporation, union, association, firm, partnership, committee, club or other organization or group of persons.

PUBLIC OFFICIAL

Any elected or appointed official, whether paid or unpaid or full or part-time, of the Town or a political subdivision thereof, including members and alternate members of town agencies, boards and commissions, and committees, or any other board, commission or agency that performs legislative, administrative, or judicial functions or exercises financial authority (collectively hereinafter referred to as "body"), including candidates for any such office, except for any member of an advisory board. Town agencies, boards, commissions and committees that have sufficient authority to qualify as Public Officials subject to the requirements of this Code are the Town Council, Board of Education, Planning and Zoning Commission, Inland Wetlands Agency, Zoning Board of Appeals, Conservation Commission, Board of Assessment Appeals, Board of Ethics, Building Board of Appeals, Housing Code Board of Appeals, Historic District Commission, Personnel Appeals Board, the Advisory Committee on the Needs of Persons with Disabilities when it is functioning as the ADA Grievance Committee, and any hearing officer appointed per section 129-4 of the Hearing Procedure for Citations Ordinance, or section 189-6A of the Zoning Violations Ordinance, of the Code of the Town of Mansfield.

§ 29-5 Board of Ethics

A. There is hereby established a Board of Ethics consisting of five (5) members ~~electors~~ of the Town. The members shall be appointed by the Town Council and shall serve for a term of three (3) years, except for the initial Board upon which two (2) members served for a term of two (2) years, and one (1) member served for a term of one (1) year. Terms shall commence on the first day of the month after the date of appointment. Any vacancy that occurs shall be filled for the unexpired portion of the term.

B. Alternate members. In addition to the regular members, the Town Council shall appoint two (2) alternate members to serve in the absence of any regular member(s). The initial appointments were for a term that expired on June 30, 1996. Thereafter, all terms have been and shall continue to be for two years.

C. No more than three (3) members and no more than one (1) alternate member shall be of the same political party at any time.

D. All members and alternates shall be electors of the Town. No member or alternate shall (1) hold or campaign for any public office; (2) hold office in any political party or political committees; (3) serve as a public official as defined in section 25-4 of this Code; or (4) be an employee of the Town. Members of the Board of Ethics may also serve on any Town advisory board.

E. Any member of the Board of Ethics shall have an unrestricted right to vote, make political contributions, attend or buy a ticket to fundraising or other political events, identify himself or herself as a member of a political party, be politically active in connection with a question that is not specifically identified with a candidate for any Town office subject to the jurisdiction of the Board of Ethics such as a referendum or approval of a municipal ordinance, or any other question or issue of a similar character, and otherwise participate fully in public affairs. No member or employee of the Board of Ethics may, however, publicly endorse or publicly oppose any candidate for any Town office subject to the jurisdiction of the Board of Ethics per this Code, in a speech, public advertisement, political advertisement, broadcast, campaign literature, or similar action or material; take any part in managing the political campaign of any such candidate, or initiate or circulate a nomination petition, work as a driver transporting voters to the polls during an election, or directly solicit, receive, collect, handle, disburse or account for assessments, contributions or other funds for any such candidate; place a sign or sticker supporting or opposing a candidate for any such Town office on real or personal property owned by the placer of such sign or sticker; or become a candidate for any such Town office.

§ 25-6 Organization and Procedure.

A. The Board of Ethics shall elect a chairperson who shall preside at meetings of the Board, a vice-chairperson to preside in the absence of the chairperson, and a secretary. In the absence of both the chairperson and vice-chairperson, Board members shall elect a temporary chairperson. Three members shall constitute a quorum. Except for its final determination of a complaint after a hearing per section 25-8(G) of this ordinance, a majority vote of the Board shall be required for action of the Board. The chairperson, vice-chairperson in the absence of the chair, or any three regular members may call a special meeting of the Board.

B. The Board of Ethics shall (1) Compile and maintain a record of all reports, advisory opinions, statements, and memoranda filed with the Board to facilitate public access to such reports and statements in instances in which such public disclosure is legally permissible; (2) Issue advisory opinions with regard to the requirements of this Code of Ethics upon the request of any public official, employee or agency of the Town regarding whether their own present or potential action may violate any provision of this Code. Advisory opinions rendered by the Board of Ethics shall be binding on the Board and shall be deemed to be final decisions of the Board. Any advisory opinion concerning an official or employee who requested the opinion and who acted in reliance thereon in good faith, shall be an absolute defense in any subsequent matter regarding the same issue(s) brought under the provisions of this Code; The Board may make available to the public such advisory opinions which do not invade personal privacy and take other appropriate steps in an effort to increase public awareness of this Code of Ethics; (3) The Board of Ethics shall prepare and submit to the Town Council an annual report of its actions during the preceding twelve (12) months and its recommendations, if any. Additional reports, opinions and

recommendations may be submitted by the Board to the Town Council at any time. In all such submissions, the Board shall be careful to protect and uphold the confidentiality of all information regarding cases in which no final determination of violation has been made; (4) The Board shall prepare materials informing public officials and employees of their rights and responsibilities under this Code of Ethics.

C. The Board of Ethics shall establish and from time to time amend its own rules and procedures, which shall be made available to the public at the Office of the Town Clerk.

D. The Board of Ethics may utilize or employ necessary staff or outside counsel within available appropriations and in accordance with existing rules and procedures of the Town of Mansfield.

Section 25-7. Rules.

A. Outside Business. No public employee or public official shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, which is incompatible with the proper discharge of their official responsibilities in the public interest or which would tend to impair their independent judgment or action in the performance of their official responsibilities.

B. Gifts. (1) No public employee or public official shall solicit or accept any gift from any person which to their knowledge is interested in any pending matter within such individual's official responsibility. (2) If a prohibited gift is offered, the employee or official must refuse it, return it, pay the donor the full value of the gift, or donate it to a non-profit organization provided that the employee or official does not take the corresponding tax deduction. Alternatively, it may be considered a gift to the Town of Mansfield provided it remains in the Town's possession permanently.

C. Conflict of Interest. (1) A public official or public employee shall not vote upon or otherwise participate to any extent in any matter on behalf of the Town of Mansfield if he or she, a business with which they are associated, an individual with whom they are associated, or a member of his or her immediate family has a financial interest in the transaction or contract, including but not limited to the sale of real estate, material, supplies or services to the Town of Mansfield. (2) If such participation is within the scope of the official responsibility of the public employee or public official, as soon as possible after they become aware of such conflict of interest, they shall submit written disclosure which sets forth in detail the nature and extent of such interest to their agency or supervisor as the case may be, and to the Board of Ethics. (3) Notwithstanding the prohibition in subsection (C)(1), a public employee or public official may vote or otherwise participate in a matter if it involves a determination of general policy and the interest is shared with a substantial segment of the population of the Town of Mansfield. (4) Also notwithstanding the prohibition set forth in subsection (C)(1), a public employee or public official who is employed by the University State of Connecticut may vote or otherwise participate in a matter if it involves the University State of Connecticut and the interest is shared with a substantial segment of the population of the Town of Mansfield and also with a substantial portion of persons employed by the University State of Connecticut outside of the department or unit in which the public employee or public official is employed.

D. **Representing Private Interests.** (1) Except for a public official who receives no compensation for their service to the Town other than per diem payments or reimbursement of expenses, no public employee or public official shall appear on behalf of private interests before any board, agency, commission or committee of the Town of Mansfield. (2) ~~Except for a public official who receives no compensation for their service to the the Town other than per diem payments or reimbursement of expenses,~~ No public employee or public official shall represent private interests against the interest of the Town in any litigation to which the Town is a party.

E. **Self-Representation.** Nothing contained in this Code of Ethics shall prohibit or restrict a public employee or public official from appearing before any board, agency, commission or committee of the Town of Mansfield on their own behalf, or from being a party in any action, proceeding or litigation brought by or against the public employee or public official to which the Town of Mansfield is a party.

F. **Confidential Information.** No public employee or public official shall disclose confidential information, as defined in section 25-4 of this Code, concerning Town affairs, nor shall such employee or official use such information for the financial interests of himself or herself or others.

G. **Use of Town Property.** No public employee or public official shall request or permit the use of Town funds, services, Town owned vehicles, equipment, facilities, materials or property for personal use, except when such are available to the public generally or are provided by official Town policy or contract for the use of such public employee or public official.

H. **Contracts with the Town.** No public employee or public official, or a business with which they are associated, or member of their immediate family shall enter into a contract with the Town of Mansfield unless it is awarded per the requirements of prevailing law, and in particular, Chapter 76 of the Code of the Town of Mansfield, "The Ordinance for Obtaining Goods and Services."

I. **Financial Benefit.** No public employee or public official may use their position or office for the financial benefit of themselves, a business with which they are associated, an individual with which they are associated, or a member of their immediate family.

J. **Fees or Honoraria.** No public employee or public official acting in their official capacity shall accept a fee or honorarium for an article, appearance or speech, or for participation at an event.

K. **Bribery.** No public employee or public official, or member of such individual's immediate family or business with which they are associated, shall solicit or accept anything of value, including but not limited to a gift, loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the public employee or public official would be or had been influenced thereby.

L. **Disclosure.** Any public official or employee who presents or speaks to any board, committee, commission or agency during the time set aside during any meeting of any such body for public comment shall at that time disclose their name, address, and Town of Mansfield public affiliation, regardless of whether said affiliation is related to the matter being addressed by the speaker.

M. **Political Activity.** No public official or employee may request, or authorize any other official or employee to request that a subordinate employee of the Town actively participate in an

election campaign or make a political contribution. No public official or employee may engage in any political activity while on duty for the Town, or with the use of Town funds, supplies, vehicles or facilities. Political activity includes voting, making political contributions, buying a ticket to fundraising or other political events; being politically active in connection with a question such as a referendum or approval of a municipal ordinance, or any other question or issue of a similar character, and otherwise participating in political affairs; endorsing or opposing any candidate for any public office; taking any part in managing the political campaign of any such candidate, or initiating or circulating a nomination petition, working as a driver transporting voters to the polls during an election, or directly soliciting, receiving, collecting, handling, disbursing or accounting for assessments, contributions or other funds for any such candidate; placing or wearing a sign or sticker supporting or opposing a candidate for any public office; becoming or acting as a candidate for any public office. However, no Mansfield voter may be prohibited from voting at any Town Meeting based on their status as a public official or employee. Activity legally authorized by Connecticut General Statutes section 9-369b, regarding the preparation, printing and dissemination of certain explanatory materials pertaining to referendum questions and proposals, is exempt from such restriction.

§ 25-8 Powers and Duties, Complaints and Investigations, Confidentiality

A.(1) Upon the complaint of any person on a form prescribed by the Board of Ethics, signed under penalty of false statement, or upon its own complaint, the Board of Ethics shall investigate any alleged violation of this Code. Unless and until the Board of Ethics makes a finding of a violation, a complaint alleging a violation of this Code shall be confidential except upon the request of the respondent.

B. (1) No later than ten (10) days after the receipt or issuance of such complaint, the Board shall provide notice of such receipt or issuance and a copy of the complaint by registered or certified mail to any respondent against whom such complaint is filed, and shall provide notice of the receipt of such complaint to the complainant. (2) The Board of Ethics shall review and investigate the complaint to determine whether the allegations contained therein constitute a violation of any provision of the Code. This investigation shall be confidential except upon the request of the respondent. If the investigation is confidential, any allegations and any information supplied to or received from the Board of Ethics shall not be disclosed to any third party by a complainant, witness, designated party, or Board of Ethics member.

C. (1) In the conduct of its investigation of an alleged violation of this Code, the Board of Ethics shall have the power to hold investigative hearings, administer oaths, examine witnesses, receive oral, documentary and demonstrative evidence, subpoena witnesses and require by subpoena duces tecum the production for examination by the Board of any books and papers which the Board deems relevant in any matter under investigation. In the exercise of such powers, the Board may use the services of the Town police, who shall provide the same upon the request of the Board. Any such subpoena is enforceable upon application to the Superior Court for Tolland County. (2) If any such investigative hearing is scheduled, the Board of Ethics shall consult forthwith with the town attorney or outside counsel authorized per section 25-7D of this Code. The respondent shall have the right to appear, to be represented by legal counsel and to examine and cross-examine witnesses.

D. (1) If, after investigation, the Board of Ethics determines that the complaint does not allege sufficient facts to constitute probable cause of a violation, the Board shall dismiss the complaint.

The Board shall inform the complainant and the respondent of its finding of dismissal by registered or certified mail not later than three business days after such determination of dismissal. (2) After any such finding of no violation, the complaint and the record of its investigation shall remain confidential, except upon the request of the respondent. No complainant, witness, designated party, or Board of Ethics or staff member shall disclose to any third party any information learned from the investigation, including knowledge of the existence of a complaint, which the disclosing party would not otherwise have known.

E. If, after investigation, the Board of Ethics determines that the complaint alleges sufficient acts to constitute probable cause of any violation, then the Board shall send notice of said finding of probable cause to the complainant and respondent by registered or certified mail within three business days and fix a date for the hearing on the allegations of the complaint to begin no later than thirty (30) calendar days after said issuance of notice. The hearing date regarding any complaint shall be not more than sixty (60) calendar days after the filing of the complaint. If any such hearing is scheduled, the Board of Ethics shall consult forthwith with the town attorney or outside counsel authorized per section 25-7D of this Code.

F. (1) A hearing conducted by the Board of Ethics shall be governed by the administrative rules of evidence. Any such hearing shall be closed to the public unless the respondent requests otherwise. (2) In the conduct of its hearing of an alleged violation of this Code, the Board of Ethics shall have the power to administer oaths, examine witnesses, receive oral, documentary and demonstrative evidence, subpoena witnesses and require by subpoena duces tecum the production for examination by the Board of Ethics of any books and papers which the Board deems relevant in any matter under investigation or in question. In the exercise of such powers, the Board may use the services of the Town police, who shall provide the same upon the request of the Board. Any such subpoena is enforceable upon application to the Superior Court for Tolland County. (3) The respondent shall have the right to appear, to be represented by legal counsel and to examine and cross-examine witnesses.

G. (1) If, after a hearing on a complaint for which probable cause has previously been found, the Board of Ethics finds by a vote of at least four of its members based on clear and convincing evidence that any violation of this Code of Ethics has occurred, the Board shall submit a memorandum of decision, which may include recommendations for action, to the Town Council, Town Manager, and any other appropriate Town agency. (2) The recommendations of the Board of Ethics may include, but not be limited to, any combination of the following: recusal, reprimand, public censure, termination or suspension of employment, removal or suspension from appointive office, termination of contractual status, or the pursuit of injunctive relief. No such recommendation may be acted upon in violation of federal or state law or the Charter, ordinances, legally adopted policies, or collective bargaining agreements of the Town of Mansfield. Any discussion by the Town Council or other Town agency regarding any such memorandum of decision shall be in executive session, subject to the requirements of state law, unless the affected individual requests that such discussion be held in open session.

H. The Board of Ethics shall make public any finding of a violation not later than five business days after the termination of the hearing. At such time, the entire record of the investigation shall become public. The Board of Ethics shall inform the complainant and the respondent of its finding and provide them a summary of its reasons for making such finding by registered or certified mail not later than three business days after termination of the hearing.

I. No complaint may be made under this Code except within two years of the date of knowledge of the alleged violation, but no more than four years after the date of the alleged violation.

J. No person shall take or threaten to take official action against an individual for such individual's disclosure of information to the Board of Ethics under the provisions of this Code. After receipt of information from an individual, the Board of Ethics shall not disclose the identity of such individual without his consent unless the Board determines that such disclosure is unavoidable during the course of an investigation or hearing.

§ 25-9 Former Public Officials/Employees (NEW)

A. No former public employee or public official, as defined in section 25-4 of this Code, shall appear for compensation before any Town of Mansfield board, commission or agency in which they were formerly employed or involved at any time within a period of one year after termination of their service with the Town.

B. No such former public employee or public official shall represent anyone other than the Town of Mansfield concerning any particular matter in which they participated personally and substantially while in the service of the Town.

C. No such former public employee or public official shall disclose or use confidential information acquired in the course of and by reason of their official duties in the service of the Town of Mansfield, for financial gain for themselves or others.

D. No such former public employee or public official who participated substantially in the negotiation or award of a Town of Mansfield contract obliging the Town to pay \$100,000.00 or more, or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town of Mansfield for a period of one year after such contract is finally executed.

§ 25-10 Distribution of Code of Ethics.

Copies of this Code of Ethics shall be made available to the Town Clerk for filing and to the Town Clerk and Town Manager for distribution. The Town Clerk shall cause a copy of this Code of Ethics to be distributed to every public official of the Town of Mansfield within thirty days of the effective date of this Code or any amendment thereto. The Town Manager shall cause a copy of this Code of Ethics to be distributed to every employee of the Town of Mansfield within thirty days of the effective date of this Code or any amendment thereto. Each new public employee and public official shall be furnished a copy of this Code before entering upon the duties of their office or employment.

§ 25-11 Severability; Conflicts with other Provisions.

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

of this chapter conflict with any provisions of the Personnel Rules of the Town of Mansfield, the collective bargaining agreements of the Town of Mansfield or the Connecticut General Statutes, the relevant provisions of the Personnel Rules, collective bargaining agreements and/or the Connecticut General Statutes shall prevail.

Ethics Ordinance

[HISTORY: Adopted by the Town Council of the Town of Mansfield 6-26-1995, effective 8-7-1995. Amendments noted where applicable.]

GENERAL REFERENCES

Authorities — See Ch. 5.
Conservation Commission — See Ch. 11.
Economic Development Commission — See Ch. 17.
Housing Partnership — See Ch. 34.
Inland Wetlands Agency — See Ch. 40.
Personnel Appeals Board — See Ch. 63.
Planning and Zoning Commission — See Ch. 67.
Police — See Ch. 70.
Regional Planning Agency — See Ch. 82.
Zoning Board of Appeals — See Ch. 94.
Affirmative action — See Ch. A191.
Committees, boards and authorities — See Ch. A192.
Housing Authority — See Ch. A193.

§ 25-1 Title.

This chapter shall be known and may be cited as the "Code of Ethics."

§ 25-2 Purpose.

A. The purpose of these standards is to guide town officials, elected and appointed, town employees and citizens by establishing standards of conduct for persons in the decisionmaking process. It is intended to strengthen the tradition of government in the town.

B. Good government depends on decisions which are based upon the merits of the issue and are in the best interests of the town as a whole, without regard to personal gain.

C. In pursuit of that goal, these standards are provided to aid those involved in decisionmaking to act in accordance with the public interest, use objective judgment, assure accountability, provide democratic leadership and uphold the respectability of the government.

§ 25-3 Definitions.

As used in this chapter, the following words or phrases shall have the meanings ascribed to them in this section:

CONFIDENTIAL INFORMATION

Any information concerning the property, business or affairs of the town not generally available to the public.

EMPLOYEE

Any person receiving a salary, wages or compensation from the town for services rendered.

IMMEDIATE FAMILY

Any parent, brother, sister, child spouse or co-habiting partner of an individual as well as the parent, brother, sister or child of said spouse or co-habiting partner, and the spouse or co-habiting partner of any such child or any dependent relative who resides in said individual's household.

INTEREST IN A PERSONAL OR FINANCIAL SENSE

The same meaning as the courts of this state apply, from time to time, to the same phrase as used in §§ 8-11 and 8-21, C.G.S.

OFFICIAL

Any person holding elective or appointive town office, including members and alternate members of town agencies, boards and commissions, and committees appointed to oversee the construction or improvement of town facilities, or any other board, commission or agency that perform legislative or judicial functions or exercise financial authority (collectively hereinafter referred to as "body").

§ 25-4 Guidelines established.

A. Use of town assets. No official or employee shall use or permit the use of town funds, services, property, equipment, owned or leased vehicles or materials for personal convenience or profit, except when such services are available to the public generally or are provided in conformance with established town policies for the use of such officials or employees.

B. Fair and equal treatment. No official or employee shall grant or accept any special consideration, treatment or advantage to or from any person beyond that which is available to every other person.

C. Conflict of interest.

(1) Disqualification in matters involving a personal or financial interest. No employee or official shall participate in the hearing or decision of the body of which he or she is a member upon any matter in which he or she is interested in a personal or financial sense. The fact of such disqualification shall be entered on the records of such body. Nothing contained herein shall be construed as to prevent any elected official or employee from submitting a competitive sealed bid in response to an invitation to bid from any body of the town, provided that such person does not thereby violate Subsection **C(2)** of this section.

(2) Disclosure of confidential information. No official or employee shall disclose or use any confidential information obtained in an official capacity for the purpose of advancing his or her financial or personal interest or that of others.

(3) Gifts and favors. No official or employee or member of his or her immediate family shall solicit or accept any gift or gifts having a value of fifty dollars (\$50.) or more in value in any calendar year, whether in the form of service, loan, thing, promise or any other form, from any person or persons who to his or her knowledge is interested directly or indirectly in business dealings with the town. This prohibition shall not apply to lawful political contributors as defined in § 9-333(b), C.G.S.

(4) Use of influence. No official or employee shall solicit any business, directly or indirectly, from another official or employee over whom he has any direct or indirect control or influence with respect to tenure, compensation or duties.

(5) Representation of private or adverse interest. No official or employee shall appear on behalf of a private interest before any body of the town, nor shall he or she represent an adverse interest in any litigation involving the town.

(6) Disclosure of interest. Any official or employee who has a personal or financial interest in any matter coming before any body of the town shall make the same known to such body in a timely manner, and such interest shall be disclosed on the records of such body.

(7) First year after termination. No official or employee shall, during the first year after termination of service or employment with the town, appear before any body of the town or apply to any department in relation to any case, proceeding or application in which he or she personally participated during the period of his or her service or employment, or which was under his or her active consideration.

(8) Private employment. No official or employee shall engage in or accept private employment or render service that is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of official duties or give the appearance of impropriety, unless otherwise permitted by law.

§ 20-5 Board of Ethics.

A. There is hereby established a Board of Ethics consisting of five (5) members who shall be electors of the town. The members shall be appointed by the Town Council and shall serve for a term of three (3) years, except that, of the initial Board, two (2) members shall serve for a term of two (2) years, and one (1) member for a term of one (1) year.

B. Alternate members. In addition to the regular members, the Town Council shall appoint two (2) alternate members who shall serve in the absence of a regular member. The initial appointments shall be for a term to expire on June 30, 1996. Thereafter, all appointments shall be for two-year terms.

C. No more than three (3) members and no more than one (1) alternate member shall be of the same political party at any time.

D. No member or alternate shall contemporaneously be an employee or official of the town.

§ 25-6 Organization and procedure.

The Board of Ethics shall elect a Chairperson and a Secretary and shall establish its own rules and procedures, which shall be available to any elector of the town through the Town Clerk's office. Rules and procedures shall be established within six (6) months of the initial appointment of all members and alternates. The need to maintain confidentiality in order to protect the privacy of public officials and employees and citizens [including the provisions of § 1-82a(a) through (f), C.G.S.] shall be considered when establishing the rules and procedures. The Board shall keep records of its meetings and shall hold meetings at the call of the Chairperson and at such other times as it may determine.

§ 25-7 Powers and duties.

A. The Board of Ethics shall render advisory opinions with respect to the applicability of this Code of Ethics in specific situations to any body, or any official, employee or elector pursuant to a written request or upon its own initiative. The Board may also issue guidelines on such issues as, for example, ex parte communication. Such opinions and guidelines, until amended or revoked, shall be binding on the Board and reliance upon them in good faith by any officer or employee in any action brought under the provisions of this chapter. Any request or opinion the disclosure of which invades the personal privacy [as that term is used in C.G.S. § 1-19(b)(2)] of any individual shall be kept confidential in a personnel or similar file and shall not be subject to public inspection or disclosure. The Board may make available to the public such advisory opinions which do not invade personal privacy and take other appropriate steps in an effort to increase public awareness of this Code of Ethics.

B. The Board shall establish procedures by which the public may initiate complaints alleging violations of this Code. The Board itself may also initiate such complaints. The Board shall have the power to hold hearings concerning the application of this Code and its violation and may administer oaths and compel attendance of witnesses by subpoena. Such hearings shall be closed to the public unless the respondent requests otherwise. If the Board determines the respondent has, in fact, violated the provisions of this Code, it shall file a memorandum of decision which may include a recommendation for action, with the Town Council or other appropriate body. The recommended action may include reprimand, public censure, termination or suspension of employment, removal or suspension from appointive office or termination of contractual status, except that no action may be recommended which would violate the provisions of the state or federal law. In the case of union employees, such recommended action does not constitute a unilateral change in conditions of employment. No such recommendation shall limit the authority of the Town Council under the Charter of the town or under any ordinance, statute or any other law. Any discussion by the Town Council or other body of an individual affected by the memorandum of decision shall be in executive session, unless the individual affected requests that such discussion be held in open session.

C. Any complaint received by the Board must be in writing and signed under oath by the individual making said complaint, under penalty of false statement (C.G.S. § 53a-157b).

§ 25-8 Annual report.

Each year, at a time to be determined by the Board, it shall prepare and submit to the Town Council an annual report of its actions during the preceding twelve (12) months and its recommendations, if any. Additional reports, opinions and recommendations may be submitted by the Board to the Town Council at any time. In all such submissions, the Board shall be scrupulous in its avoidance of the undue invasion of the personal privacy of any individual.

§ 25-9 Distribution of Code of Ethics.

In order that all public officials and employees are aware of what constitutes ethical conduct in the operations of the government of the Town of Mansfield, the Town Clerk shall cause a copy of this Code of Ethics to be distributed to each and every official and employee of the town.

§ 25-10 Appeals.

A decision by the Board of Ethics may be appealed in the manner allowed by the general statutes.

§ 25-11 Severability; conflicts with other provisions.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter. Furthermore, should any such provisions of this chapter conflict with any provisions of the Personnel Rules of the Town of Mansfield, the collective bargaining agreements of the Town of Mansfield or the Connecticut General Statutes, the relevant provisions of the Personnel Rules, collective bargaining agreements and/or the Connecticut General Statutes shall prevail.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *M.H.*
CC: Maria Capriola, Assistant to Town Manager
Date: October 24, 2011
Re: Presentation - Mansfield Hollow Hydro Project

Subject Matter/Background

I am in the process of scheduling a presentation from Sam and Michelle Shifrin of Mechatronic Energy Systems, LLC regarding their proposed hydro energy project at the Kirby Mill. If we are unable to schedule this for Monday's meeting, we will schedule the presentation for one of your November meetings.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt H*
CC: Maria Capriola, Assistant to Town Manager
Date: October 24, 2011
Re: Proclamation in Honor of the 50th anniversary of Mount Hope Montessori School

Subject Matter/Background

Mount Hope Montessori School, located on Bassetts Bridge Road in Mansfield Center, is celebrating its 50th anniversary this school year.

The school, founded by Edie Cary in 1961, provides a learning environment that is child-centered, stresses independence and works on a constructivist model. At the core of Edie's vision was the belief that a Montessori experience should be available to all children. Therefore the school has always had a commitment to providing scholarships for families who might not otherwise be able to afford the tuition.

The 50th Anniversary Planning Committee will host a gala celebration on November 19th. The event will offer live music, an auction as well as an opportunity for current and alumni parents and students to gather together and reconnect.

Attached is a proposed proclamation commemorating the special occasion of the school's anniversary.

Recommendation

Staff recommends that the Council authorize Mayor Paterson to issue the attached proclamation.

If the Town Council concurs with this recommendation, the following motion is in order:

Move, effective October 24, 2011, to authorize the Mayor to issue the attached Proclamation Recognizing Mansfield Middle School.

Attachments

- 1) Proclamation in Honor of the 50th anniversary of Mount Hope Montessori School



Town of Mansfield

Proclamation in Honor of the 50th anniversary of Mount Hope Montessori School

WHEREAS, the 2011 school year marks the 50th anniversary of the Mount Hope Montessori School; and,

WHEREAS, in 1902, Maria Montessori established the first Montessori school in Italy based on the philosophy that children will flourish in an environment that is child-centered, stresses independence and works on a constructivist model; and,

WHEREAS, Mount Hope Montessori was established in 1961 making it one of the three oldest Montessori Schools in the country; and,

WHEREAS, Mount Hope Montessori was founded by Edie Cary, who arrived fresh from her Montessori training in Europe and started a school in her home on the banks of the Mount Hope River; and,

WHEREAS, since its founding Mount Hope Montessori has educated approximately 2,000 students and has become a vibrant member of the greater Mansfield community; and,

NOW, THEREFORE, I, Elizabeth C. Paterson, on behalf of the Mansfield Town Council and the community, do hereby express our congratulations to the children, parents, teachers, and administrators of Mount Hope Montessori School, both past and present, for continuing the vision of Maria Montessori and Edie Cary and for the great achievement of celebrating your 50th anniversary!

Mayor, Town of Mansfield
October 24, 2011



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *M.H.*
CC: Maria Capriola, Assistant to Town Manager
Date: October 24, 2011
Re: Agreement between the Mansfield Board of Education and the Mansfield Administrators' Association

Subject Matter/Background

The Mansfield Board of Education and the Mansfield Administrators' Association have agreed to the attached three (3) year successor agreement. In accordance with Connecticut General Statutes (CGS) 10-153d(b), on October 17, 2011 the Mansfield Board of Education filed a copy of the contract between the parties with the Town Clerk.

With respect to administrator's contracts, pursuant to CGS 10-153d(b) the Town Council may exercise one of three options within thirty (30) days of the date of filing with the Town Clerk's Office:

- 1) Ratify/approve the tentative agreement;
- 2) Reject the tentative agreement, in which case the matter shall be referred to binding arbitration; or
- 3) Take no action, in which case the tentative agreement shall be considered ratified by the town after the 30-day waiting period from the date of file.

Town staff does not participate in labor relations involving Mansfield Board of Education employees. However, Councilor Ryan did attend the negotiation sessions as the Council's representative. The cost projections related to the tentative agreement do appear favorable with respect to recently negotiated administrator settlements around the state.

Financial Impact

Over a three year period, the proposed successor agreement represents a 3.70% increase, whereas the state-wide average represents a 4.51% increase over a two year period. More detailed information can be found in the attached memo.

Legal Review

The Mansfield Board of Education has negotiated the agreement with the assistance of its labor attorney.

Attachments

- 1) Shipman & Goodwin, LLP re: Key Provisions of Settlement with the Mansfield Board of Education and Mansfield Administrators' Association
- 2) Legal Notice
- 3) CGS §10-153d
- 4) Contract between the Mansfield Board of Education and the Mansfield Administrators' Association

September 8, 2011
Mansfield Board of Education

Key Provisions of Settlement with the
MANSFIELD ADMINISTRATORS' ASSOCIATION

<u>Issue</u>	<u>Agreement</u>
Duration	The parties agreed to a three (3) year successor agreement. The agreement will be effective on July 1, 2012 and run through June 30, 2015.
Salaries	<p>The parties agreed to the following salary increases for the proposed successor collective bargaining agreement:</p> <p>Effective July 1, 2012 - No increase.</p> <p>Effective July 1, 2013 - 1.7% general wage increase plus step movement. The total cost for the increase in 2013-2014 is 1.7% of the salary account.</p> <p>Effective July 1, 2014 - 2.0% general wage increase plus step movement. The total cost for the increase in 2014-2015 is 2.0% of the salary account.</p> <p>For Administrator collective bargaining settlements overall in the previous negotiations season for years aligning with the proposed agreement, the average increases were as follows:</p> <p>2012-2013 - 2.14% overall cost 2013-2014 - 2.37% overall cost</p> <p>Over a three year period, the proposed successor agreement represents a 3.70% increase, whereas the state-wide average represents a 4.51% increase only a two year period.</p>
Annuity	Currently, Administrators receive a 3.5% contribution to an annuity by the Board. Under the proposed successor collective bargaining agreement, the Administrators shall receive a 4.0% contribution. The effective date for this increase is July 1, 2014 or the third and last year of the proposed agreement.

<u>Issue</u>	<u>Agreement</u>
Insurance	<p>Premium Cost Sharing:</p> <p>Under the last year of the current collective bargaining agreement (2009-2012), Administrators are required to contribute 17.5% of the overall premium costs associated with receiving the PPO plan. Under the proposed successor agreement, the employee contributions are as follows:</p> <p>2012-2013: 17.5%* 2013-2014: 18.0% 2014-2015: 19.0%</p> <p>* The employee premium cost share remains the same as the current cost share dollar amount for the first year of the agreement based on the salary settlement (no increase) in the first year of the agreement.</p> <p>Health Savings Account:</p> <p>In the proposed successor agreement, the parties eliminated the POS plan option, of which there was no enrollment, and added a Health Savings Account alternative with 1,500/3,000 deductibles, 50% Board funding of the deductibles, and premium cost sharing contributions as follows:</p> <p>2012-2013: 10% 2013-2014: 11% 2014-2015: 12%</p>
Memorandum of Agreement	The parties agreed to again carry forward a long-standing memorandum of agreement related to James Palmer's retirement benefits.
Leave Days	Under the current agreement, only Administrators hired prior to a date certain, and therefore only a portion of the overall group, have access to leave days. The proposed agreement includes all Administrators hired prior to the start of the 2012-2013 school year.

Legal Notice
Town of Mansfield

Notice is hereby given that a copy of the contract between the Mansfield Board of Education and the Mansfield Administrators' Association effective July 1, 2012 through and including June 30, 2015, or until such subsequent time that a successor agreement becomes effective, was filed in the Town Clerk's office, 4 South Eagleville Road, Mansfield on October 17, 2011 and is available for public inspection, in accordance with the General Statutes of the State of Connecticut.

Dated this 17th day of October 2011
Mary Stanton, Mansfield Town Clerk

Sec. 10-153d. Meeting between board of education and fiscal authority required.

Duty to negotiate. Procedure if legislative body rejects contract. (a) Within thirty days prior to the date on which the local or regional board of education is to commence negotiations pursuant to this section, such board of education shall meet and confer with the board of finance in each town or city having a board of finance, with the board of selectmen in each town having no board of finance and otherwise with the authority making appropriations therein. A member of such board of finance, such board of selectmen, or such other authority making appropriations, shall be permitted to be present during negotiations pursuant to this section and shall provide such fiscal information as may be requested by the board of education.

(b) The local or regional board of education and the organization designated or elected as the exclusive representative for the appropriate unit, through designated officials or their representatives, shall have the duty to negotiate with respect to salaries, hours and other conditions of employment about which either party wishes to negotiate. For purposes of this subsection and sections 10-153a, 10-153b and 10-153e to 10-153g, inclusive, (1) "hours" shall not include the length of the student school year, the scheduling of the student school year, the length of the student school day, the length and number of parent-teacher conferences and the scheduling of the student school day, except for the length and the scheduling of teacher lunch periods and teacher preparation periods and (2) "other conditions of employment" shall not include the establishment or provisions of any retirement incentive plan authorized by section 10-183jj. Such negotiations shall commence not less than two hundred ten days prior to the budget submission date. Any local board of education shall file forthwith a signed copy of any contract with the town clerk and with the Commissioner of Education. Any regional board of education shall file forthwith a signed copy of any such contract with the town clerk in each member town and with the Commissioner of Education. Upon receipt of a signed copy of such contract the clerk of such town shall give public notice of such filing. The terms of such contract shall be binding on the legislative body of the local or regional school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract. If a vote on such contract is petitioned for in accordance with the provisions of section 7-7, in order to reject such contract, a minimum number of those persons eligible to vote equal to fifteen per cent of the electors of such local or regional school district shall be required to participate in the voting and a majority of those voting shall be required to reject. Any regional board of education shall call a district meeting to consider such contract within such thirty-day period if the chief executive officer of any member town so requests in writing within fifteen days of the receipt of the signed copy of the contract by the town clerk in such town. The body charged with making annual appropriations in any school district shall appropriate to the board of education whatever funds are required to implement the terms of any contract not rejected pursuant to this section. All organizations seeking to represent members of the teaching profession shall be accorded equal treatment with respect to access to teachers, principals, members of the board of education, records, mail boxes and school facilities and, in the absence of any recognition or certification as the exclusive representative as provided by section 10-153b, participation in discussions with respect to salaries, hours and other conditions of

employment.

(c) If the legislative body rejects the contract pursuant to the provisions of subsection (b) of this section, the parties shall commence the arbitration process, in accordance with the provisions of subsection (c) of section 10-153f, on the fifth day next following the rejection which, for the purposes of this procedure, shall serve as the equivalent of the one hundred thirty-fifth day prior to the budget submission date, provided, if requested by either party, the parties shall mediate the contract dispute prior to the initial arbitration hearing. The parties shall meet with a mediator mutually selected by them, provided such parties shall inform the commissioner of the name of such mediator. If the parties are unable to mutually select a mediator, then the parties shall meet with the commissioner or the commissioner's agent or a mediator designated by said commissioner. Mediators shall be chosen from a panel of mediators selected by the State Board of Education or from outside such panel if mutually agreed by the parties. Such mediators shall receive a per diem fee determined on the basis of the prevailing rate for such services, and the parties shall share equally in the cost of such mediation. In any civil or criminal case, any proceeding preliminary thereto, or in any legislative or administrative proceeding, a mediator shall not disclose any confidential communication made to such mediator in the course of mediation unless the party making such communication waives such privilege. The parties shall provide such information as the commissioner may require. The commissioner may recommend a basis for settlement but such recommendations shall not be binding upon the parties.

(February, 1965, P.A. 298, S. 3; 1967, P.A. 752, S. 3; 1969, P.A. 811, S. 3; P.A. 73-391; P.A. 76-403, S. 4, 11; P.A. 77-614, S. 302, 610; P.A. 78-84; 78-218, S. 82; P.A. 83-72, S. 3, 9; P.A. 84-225; P.A. 87-250, S. 1, 11; P.A. 89-233, S. 2, 3; P.A. 90-230, S. 79, 101; P.A. 92-84, S. 4, 7; 92-170, S. 21, 26; P.A. 96-244, S. 14, 63.)

History: 1967 act substituted "town" for "local" boards of education and included provision for equal access to mailboxes and school facilities; 1969 act added detailed provisions re adoption and implementation of contracts; P.A. 73-391 required town clerk to give public notice of filing of contract; P.A. 76-403 inserted Subsec. (a) re role of municipal appropriation-making authority in negotiation process, made former provisions Subsec. (b) and included in Subsec. (b) requirement that negotiations commence at least 180 days before budget submission date and requirement that copies of contracts be filed with secretary of state board as well as with town clerk(s) and modified provision re equal access and right to participate in discussion so that all have right to equal access, and discussion participation right applies only where no exclusive representative has been designated, whereas previously equal access and discussion participation rights were allowed to all only when no exclusive representative was designated, deleting details of what is involved in duty to negotiate and prohibition of interference with employees by board of education or its representatives, agents etc.; P.A. 77-614 substituted commissioner of education for secretary of the state board of education, effective January 1, 1979; P.A. 78-84 amended Subsec. (b) re required vote for rejection in petitioned vote on contract; P.A. 78-218 substituted "local" for "town" board of education and made technical corrections; P.A. 83-72 added Subsec. (c) concerning procedure to be followed

if the legislative body rejects contract negotiated by board of education and exclusive bargaining representative; P.A. 84-225 changed minimum voter turnout from 15% of those eligible to vote to 15% of electors; P.A. 87-250 amended Subsec. (b) to provide that the parties have the duty to negotiate with respect to hours, and defined "hours"; P.A. 89-233 in Subsec. (b) added Subdiv. (1) designation and new Subdiv. (2) re establishment or provisions of retirement incentive plans as not included in "other conditions of employment"; P.A. 90-230 made technical change in Subsec. (b); P.A. 92-84 amended Subsec. (b) to require negotiations to commence not less than 240 days, rather than 180 days, prior to the budget submission date; P.A. 92-170 amended Subsec. (b) to change 240 days to 210 days and amended Subsec. (c) to change the eighty-fifth day to the one hundred thirty-fifth day, effective May 26, 1992, and applicable to arbitration proceedings commencing on or after that date; P.A. 96-244 made a technical change in Subsec. (b), deleting reference to Secs. 10-257b to 10-257e, inclusive, repealed elsewhere in the act, effective July 1, 1996.

MEMORANDUM

MANSFIELD PUBLIC SCHOOLS

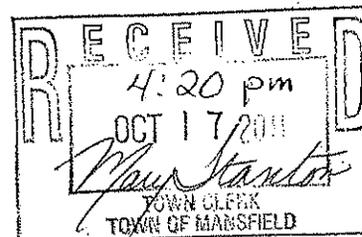
NANCY BRADLEY & MICHELE BEERS, PERSONNEL ASSISTANTS
Four South Eagleville Road
Storrs, Connecticut 06268-2599
(860) 429-3351 Telephone
(860) 429-3379 Facsimile



DATE: October 17, 2011
TO: Mary Stanton, Town Clerk
FROM: Nancy Bradley and Michele Beers
SUBJECT: *2012-2015 Administrators' Contract*

Please find attached a signed copy of the new Administrators' contract that is valid from July 1, 2012 through June 30, 2015 to go to the Town Council. The contract was signed by the Board Chair and the President of the Administrators' Association on October 13, 2011.

Please let us know if there is any further information you might need. Thanks so much and enjoy the fall!



AN AGREEMENT BETWEEN

THE MANSFIELD BOARD OF EDUCATION

and the

MANSFIELD ADMINISTRATORS' ASSOCIATION

July 1, 2012 - June 30, 2015

9/15/11
203625v.02

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**CONTRACT BETWEEN
THE MANSFIELD ADMINISTRATORS' ASSOCIATION
AND THE
MANSFIELD BOARD OF EDUCATION**

2012-2015

**ARTICLE 1
RECOGNITION**

The Mansfield Board of Education (hereinafter referred to as "the Board") hereby recognizes the Mansfield Administrators' Association (hereinafter referred to as "the Association") as the exclusive representative for the administrators below the rank of Superintendent and Assistant Superintendent, as defined in Sections 10-153b through 10-153f of the Connecticut General Statutes, for the entire administrative unit as defined in the aforementioned statute.

**ARTICLE 2
BOARD PREROGATIVES**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town of Mansfield in all its aspects, including but not limited to the following: To employ, assign and transfer administrators; to exercise those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to suspend or dismiss employees of the schools in the manner provided by statutes; to prepare and submit budgets to the Town Council, and in its sole discretion, expend monies appropriated by the Town; to make such transfers of funds within the appropriated budget as it shall be deemed desirable; to establish or continue policies and procedures for the conduct of school business and, from time to time, to change or abolish such policies and procedures; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform school operations; to establish contracts or subcontracts for school operations; and to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school district.

ARTICLE 3 SEVERABILITY

In the event that any provision or portion of this agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, such provision or portion shall be severed from this agreement, and the balance and remainder of this agreement shall remain in full force and effect.

ARTICLE 4 GRIEVANCE PROCEDURE

Purpose : The purpose of this procedure is to secure equitable solutions to problems which may arise under this Agreement, affecting the welfare or working conditions of administrators. Both parties agree that proceedings shall be kept as confidential as is appropriate.

A. Definitions:

1. "Grievance" shall mean a claim based upon a complaint by an administrator(s) that he/she has been unfairly or inequitably treated, (a) upon a violation, misrepresentation or misapplication of the provisions of this Agreement, or (b) upon an event or condition which affects the welfare or conditions of employment of an administrator or group of administrators arising from the language of this Agreement or an alleged breach thereof. Grievances described in (a) above may be submitted to arbitration in accordance with Level 3 of this procedure. Grievances described in (b) above may be processed through to the Board at Level 2, but may not be submitted to arbitration under this Agreement.
2. "Administrator" means an employee in the administrators' bargaining unit, as defined in Article 1 of this Agreement.
3. "Party in interest" shall mean the administrator(s) making the claim, including their designated representative(s) as provided for herein.
4. "Days" shall mean business days.

B. Time Limits:

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a

maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

2. If an administrator does not file a grievance in writing with the Superintendent of Schools within twenty (20) days after he/she knew or, under normal circumstances, should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant administrator at any level to appeal a grievance to the next level within the time limit specified in the formal procedure shall be deemed to be acceptance of the decision rendered at that level.

C. Procedure:

1. Level One - Superintendent of Schools

- (a) If an administrator wishes to file a grievance, he/she shall file the grievance in writing with the Superintendent of Schools within twenty (20) days after he/she knew, or under normal circumstances, should have known of the act or conditions on which the grievance is based.
- (b) The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant administrator and with representatives of the Administrators' Association for the purpose of resolving the grievance.
- (c) The Superintendent shall, within seven (7) days after the hearing, render his/her decision and the reasons therefor in writing to the grievant administrator with a copy to the Association.

2. Level Two - Board of Education

- (a) If the grievant administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after receipt of the decision, file the grievance with the Association for appeal to the Board of Education.
- (b) The Association may, within three (3) days after receipt, refer the appeal to the Board of Education.
- (c) The Board (or the Board's designated committee) shall, within twenty (20) days of receipt of the grievance, meet with the grievant

administrator and with representatives of the Association for the purpose of resolving the grievance. The grievance meeting shall be held in executive session to the extent permitted by law.

- (d) The Board (or the Board's designated committee) shall render its decision and the reasons therefore in writing to the grievant administrator, with a copy to the Association, within ten (10) days following the hearing of the appeal.

3. Level Three - Arbitration

- (a) The decision of the Board shall be final on all grievances except as specifically provided in paragraph "b" below.
- (b) If the decision of the Board does not resolve, to the satisfaction of the grievant administrator, a grievance based upon an alleged violation, misinterpretation or misapplication of the specific terms of this Agreement, and he/she wishes to have the matter reviewed by a third party, and if the Association determines that the matter should be reviewed further it shall so advise the Board through the Superintendent within twenty (20) days of the Board's decision. The Board and the president of the Association shall, within five (5) days after such a written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the Board and the Association are unable to agree on an arbitrator within five (5) days, the American Dispute Resolution Center shall be immediately called upon to select the single arbitrator.
- (c) All grievance proceedings shall be conducted in accordance with the rules of the American Dispute Resolution Center. The decision of the arbitrators shall be final and binding, except as otherwise provided by law. The arbitrator shall be bound by, and must comply with all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The arbitrator shall not usurp the function of the Board or proper exercise of its judgment and discretion under the law and this Agreement.
- (d) The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

D. Rights of Administrators:

1. No reprisals of any kind shall be taken by the Board, the Association, or by any member of the staff against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at any formal level of the Grievance Procedure by up to two (2) representatives of the Association.
3. All records dealing with the processing of a grievance shall be filed in a central filing system separate from the personnel file.

E. **Obligation of Administrators:**

This is the official, mutually agreed-upon procedure by which administrators register grievances and administrators will proceed exclusively in accordance with this procedure.

**ARTICLE 5
WORK YEAR**

- A. Members of the administrative staff will be considered full-year employees whose scheduled work year will begin on July 1 and conclude on June 30.

Administrators will receive paid leave for thirteen (13) observed holidays and vacation days according to Paragraph B below.

- B. Except as provided in Section D below, effective July 1 of each contract year, each administrator shall be credited with the following applicable number of vacation days:

Position	Hired Prior to 7/1/04	Hired on or After 7/1/04
Schedule A (Elementary Principals)	20 days	25 days
Schedule B: (Middle School Principal)	25 days	25 days
Schedule C (Director of Special Education and Student Support Services)	20 days	25 days

Up to seven (7) unused vacation days may be carried over into the following contract year only, and may not be carried over or accumulated thereafter. Vacation shall be scheduled by mutual agreement between the administrator and the Superintendent of Schools. The use of vacation time while school is in session is subject to the prior approval of the Superintendent of Schools. Vacation days carried over from the prior year in accordance with this section, as well as unused administrative release days, may be used during the following contract year when school is not in session. Upon retirement, administrators shall be paid at their per diem rates for unused vacation accrued during the fiscal year in which the administrator retires, on a pro-rated basis, based on the number of months remaining in the fiscal year as of the effective date of such retirement.

Schedule A, C and D administrators hired prior to July 1, 2004 may take time off during school vacations that occur during the school year, with such time not counted as vacation time.

- C. There will be four salary schedules for administrators, as follows:

Schedule A: Elementary Principals

Schedule B: Middle School Principal

Schedule C: Director of Special Education and Student Support Services

Schedule D: Middle School Assistant Principal

For purposes of calculating per diems, and for purposes of calculating the maximum sick leave accumulations under Article 6, Section D.1.a, the paid days will be 213 for Schedules A, C and D for administrators hired prior to July 1, 2004, and 220 for Schedules A, C and D for administrators hired on or after July 1, 2004. The paid days for Schedule B shall be 222. These paid days will be divided into the annual salary of each administrator as reflected in the attached "Administrator Salary Schedules" A, B, C and D for purposes of calculating per diem payments.

- D. For administrators who begin employment during the work year, salary, vacation and all leave time shall be pro-rated based on the ratio of the number of business days in the administrators' shortened work year to the number of business days in the full administrator work year for that position. For administrators who end employment during the work year, salary, leave, and release days shall be pro-rated based on the ratio of the number of business days in the administrators' shortened work year to the number of business days in the full administrator work year for that position.

ARTICLE 6
LEAVE POLICIES

- A. Individual Leave - Administrators will be allowed a maximum of three (3) days of absence without loss of pay for individual reasons, provided the absences are approved by the Superintendent of Schools. These individual reasons shall include: legal business, attendance at academic exercises and other pressing matters of an individual nature which cannot reasonably be attended to on non-school days. One of these days may be taken as private leave with no further explanation. Specifically excluded from individual leave with pay are absences which result in an extension of Thanksgiving, Christmas, Winter or Spring vacations. Personal leave days may be used either during the fiscal year in which they are earned, or during July and August of the following fiscal year, provided that any personal days not used prior to one week before the start of the school year shall be forfeited.
- B. Professional Leave - The Board of Education encourages each administrator to continue his/her professional growth while in service through participation in professional meetings, conferences and conventions at the local, regional and national level and through visiting programs in other schools, either within or outside the school system when such activity is expected to result in professional growth of the administrator and, therefore, improvement in the quality of education in the Mansfield Public Schools. Professional days for those purposes may be granted without loss of pay upon approval of the Superintendent.
- C. Bereavement Leave -
1. In the event of a death in the immediate family of a staff member, specifically spouse, parent, sibling or child, a maximum of five (5) days absence may be granted without loss of pay.
 2. In the event of a death of a grandparent, mother-in-law or father-in-law, a maximum of three (3) days absence may be granted without loss of pay.
 3. In the event of the death of a person with whom a staff member has a close personal relationship, a maximum of one day of absence may be granted without loss of pay.
- D. Sick Leave -
1. Definition:
 - a. Each full-time employee is entitled to twenty days sick leave with full pay in each school year. Unused sick leave shall be

accumulated from year to year so long as the employee remains continuously in the service of the Board of Education, or on authorized leave, but not to exceed a maximum number of days equal to the paid days in each full-time administrator's employment year.

- b. In case of catastrophic illness or injury, administrators shall receive up to an additional sixty (60) days sick leave if the administrator has exhausted his/her accumulated sick leave; however, the sixty (60) days shall not result in a total sick leave benefit which exceeds the maximum sick leave accumulation otherwise provided by this contract.
 - c. All part-time employees are eligible for a prorated share of sick leave based on the percentage of their assignment.
2. Use of Sick Leave: Sick leave shall be allowed for personal illness, physical incapacity or non-compensable bodily injury or disease and for medical treatment or diagnosis. Physical incapacity includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Up to five (5) days sick leave per year may be used to render care to an immediate family member. Extensions of such leave may be requested and approved by the Superintendent with notification to Board of Education.
 3. For extended absences, the Board may require proof of illness or, in rare circumstances, an examination by a Board appointed physician.
 4. An employee on sick leave shall be treated in all matters as any other regularly employed staff member.
 5. Sick leave shall not be allowed for absences caused by events covered in other leave policies.
 6. On the rare occasion when an employee with five (5) years of completed service with the Board may have an extended period of disability which requires absence from his/her position beyond absences covered by his/her accumulated sick days, that employee may request the Mansfield Administrators' Association to establish an Emergency Sick Day Bank on his/her behalf. Only employees with five (5) years of completed service with the Board may contribute up to five (5) each of their accumulated sick days to the bank. These days will be used exclusively by the applicant. Any unused days will revert back to the contributors on a prorated basis. This provision may be utilized for the purpose of

permitting an administrator to contribute sick days to an employee in the teachers' bargaining unit, subject to the approval of the Mansfield Education Association.

E. Leave for Jury Duty -

Any administrator who is called for jury duty shall be eligible to receive the necessary leave to fulfill this civic duty. This leave shall not be deducted from sick leave or from personal days. The administrator shall receive a rate of pay equal to the difference between his/her contract step on the professional salary schedule and the jury fee.

F. Sabbatical Leave -

The Superintendent shall determine availability of suitable substitutes and determine leave on this availability and shall review and determine worthwhile programs subject to the following conditions:

1. No more than one administrator shall be absent on sabbatical leave at any one time.
2. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than February 1 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of February 1 may be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.
3. The administrator shall be eligible for an initial sabbatical leave after at least six (6) consecutive full school years of active service in this system. A second sabbatical may be granted after another six-year period.
4. A sabbatical leave shall be for a full academic year or for half an academic year to correspond with the standard semester academic calendar. The professional staff member shall be paid 1/2 of the base rate, provided that the total compensation of any program grant, scholarship, assistantship or other compensation and the sabbatical pay does not exceed the administrator's full annual base rate. In this instance, "full annual base rate" shall be defined as that salary from which retirement is calculated. An administrator on sabbatical leave shall be entitled to continue in effect his/her insurance benefits during the sabbatical leave by paying one-half (1/2) of the cost of such benefits, with the Board paying the remaining one-half (1/2) of the costs.

5. The administrator, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the administrator does not return for two full years, the administrator shall reimburse the Board for all sabbatical payments made by the Board, on a pro-rated basis, based on the portion of such two-year period actually completed by the administrator. Such reimbursement shall not be required in the event of the death, layoff or involuntary termination of the administrator during such two-year period.
 6. The administrator returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical leave shall not affect continuity of service or accrual of benefits.
 7. A sabbatical leave shall be subject to the recommendation of the Superintendent and approval by the Board of Education.
 8. Normally, a sabbatical leave shall not be granted to an administrator whose spouse also has a sabbatical leave from any institution during the same period. However, the Board may waive this rule if upon investigation it feels that the granting of a sabbatical leave is in the best interest of the school system.
- G. Administrative Release Days - Each administrator hired prior to the start of the 2012-2013 school year shall be eligible for six (6) administrative release days, subject to the approval of the Superintendent. These days will be granted if, in the Superintendent's judgment, the additional release time will not interfere with the satisfactory performance of the administrator's job responsibilities.
- H. Leave for Work-related Injury - The Board shall protect and save harmless administrators who are assaulted in the line of duty in accordance with Section 10-236a of the General Statutes, as it may be amended from time to time.
- I. Other leaves -
1. The Superintendent may, at his/her discretion, grant up to three (3) days leave without pay per employee each year.
 2. On rare occasions, an employee may have an unusual personal situation which requires absence from his/her position beyond absences covered by the above leave policies. In such cases, the employee may apply to the Board for a leave of absence not to extend beyond the end of the current employment year (or if within sixty working days of the end of the current employment year, not to extend beyond the end of the next employment

year). The Board will act upon each such request in the best interests of the school system.

3. Any employee absent from work without any of the leave coverages stated above shall be subject to disciplinary action by the Board.
4. Employees shall be eligible for leave in accordance with all provisions of any applicable Family and Medical Leave Act.

ARTICLE 7 PAYROLL DEDUCTIONS

- A. The Board agrees to provide payroll deductions for insurance for those administrators filing a form indicating they wish the same no later than July 9th, or if hired at a later date, within thirty (30) days of employment. Insurance deductions shall be made from each payroll check beginning with the initial coverage of each employee. Insurance forms shall be made available to all administrators upon receipt of their contract or salary agreement.
- B. The Board agrees to provide payroll deductions for annuities for those administrators filing a form no later than thirty (30) days prior to the effective date for such deductions or the effective date for any changes in such deductions. These deadlines are also applicable to the filing of forms requesting changes in amounts deducted for annuities.
- C. The Board agrees to provide deductions from each payroll for the Northeast Family Federal Credit Union, provided the administrator files a form no later than two pay periods before the desired deduction date.
- D. The Board agrees to provide payroll deductions in order for administrators to purchase US. Savings Bonds, provided the administrator files a form no later than two pay periods before the desired deduction date.
- E. The Board agrees to provide each administrator with the option of receiving his/her salary payments through direct deposit.

ARTICLE 8 INSURANCE BENEFITS

- A. Each full time employee and spouse and/or family may elect to participate in the following insurance program offered by the Board.

1. PPO Plan

For administrators electing coverage under the PPO plan, the Board and the administrators shall pay the following percentages of the costs for coverage under the PPO plan:

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Board	82.5%	82.0%	81.0%
Administrators	17.5%	18.0%	19.0%

The PPO plan provided by the Board will include the following elements:

Co-payments for in-network services	Effective July 1, 2012
OV co-payment & outpatient services	\$0 preventive care \$20 PCP \$20 specialists (including allergists) \$20 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)
Urgent Care	\$50
ER	\$75
Outpatient hospital services	\$150 (\$175 effective July 1, 2013)
In-patient hospitalization	\$300 (\$350 effective July 1, 2013)

Out-of-network services	
Deductibles	\$400/800/1000
80-20 Co-insurance, subject to the following out-of-pocket maximums	\$2000/4000/5000
Lifetime maximum benefit	Unlimited
Prescription Coverage	\$10/25/40 public sector formulary, \$3,000/year max, 2x co-payment for mail order (3-mo. supply)

2. High Deductible/H.S.A. Plan

The Board will offer an HSA as an alternative to the PPO plan set forth above. For regular full-time employees electing coverage under the HSA plan, the Board and the employees shall pay the following percentages of the costs for coverage under the HSA Plan:

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Board	90.0%	89.0%	88.0%
Administrators	10.0%	11.0%	12.0%

The HSA plan provided by the Board will include the following elements:

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$1,500/\$3,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$1,500 individual coverage/\$3,000 family coverage	\$3,000 individual coverage \$6,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the

HSA deductible for retirees or other individuals upon their separation from employment.

The health insurance plans will incorporate the State statutory mandates applicable to fully insured plans for the purpose of adding provisions for mental health parity and for coverage of oral contraceptives.

B. Full-time employees shall also be eligible for:

1. Life insurance coverage in the amount of two times the administrator's salary is to be paid by the Board during the period of employment, including the period of early retirement. Thereafter, until age 65, insurance coverage in the amount of \$10,000 is to be paid by the Board.
2. Anthem Blue Cross Flex Dental Plan or its equivalent, for each full-time employee (with an employee contribution based on the percentage set forth above for the health insurance plan). Administrators may purchase dental coverage for their eligible dependents, provided that the additional cost for such dependent dental coverage (above the cost for individual coverage) shall be borne 50% by the Board and 50% by the administrator.

C. The Board will make available to the administrators a Section 125 plan for payment of the following qualified expenses on a pretax basis:

1. Insurance premium contribution
2. Dependent care assistance
3. Supplemental medical expense reimbursement

D. The Board reserves the right to change carriers and/or plans for the insurance coverage described above, after consultation with the Association, provided that the overall level of benefits remains substantially comparable to or better than the existing plan, when considered as a whole.

E. Retiring administrators may continue their health insurance at their own expense in accordance with the Teachers' Retirement Act (Section 10-183t of the Connecticut General Statutes).

ARTICLE 9 RETIREMENT PAY

A. Upon retirement and with at least ten (10) years employment by the Mansfield Board of Education, an administrator shall receive two hundred fifty dollars (\$250.00) for each year of service as a teacher or administrator in the Town of

Mansfield. This benefit shall be available only to administrators hired into the administrators' unit prior to July 1, 1998.

- B. Any administrator who has completed at least ten (10) years of service as an administrator in Mansfield who retires under the State Teachers' Retirement System shall, upon such retirement, receive \$15 per day for each day of accumulated, unused sick leave, up to a maximum of 200 days.

ARTICLE 10 REDUCTION IN FORCE

It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the sole and exclusive prerogative to eliminate or reduce certified staff positions. It also has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing that it may become necessary to eliminate or reduce certified staff positions in certain circumstances, this procedure is incorporated into this contract to provide a fair and orderly process should such reductions and/or elimination become necessary.

A. Staff Reduction Procedure

1. If it becomes necessary to reduce administrative positions, all administrators who are serving in acting or interim appointments shall be laid off before any other administrators become eligible for layoff.
2. If further reductions of administrative staff become necessary, preference will be given on the basis of length of service as an administrator and those with least seniority in Mansfield shall be laid off first, provided that in no case shall the Board be required to assign an administrator facing layoff or transfer to a position in a classification higher than that administrator's present or former administrative assignment.
3. For purposes of this Article seniority shall mean the number of consecutive years assigned to any position with the Mansfield Public Schools requiring administrative certification.

B. Offer of Alternative Position

1. Any administrator relieved of his/her duties because of reduction of staff shall be offered an administrative opening if one exists for which he/she is certified and qualified in the judgment of the Board of Education.

2. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and does not qualify for another administrative position under this program, he/she will be subject to the Reduction in Force procedure set forth in the contract between the Board and the Teachers' Unit. If an administrator bumps into a teaching position in the district, then the Board shall pay to the employee a separation allowance in recognition of the employee's service as an administrator. The separation allowance shall be equal to the difference between the employee's salary as an administrator immediately prior to the bump into the teaching position and the employee's salary as a teacher following the bump into the teaching position. The separation allowance shall be paid for a period of one school year, provided that the employee remains employed in a teaching position in the district throughout that year.

C. Recall Procedure: If an administrator has been laid off or has been assigned to a teaching position, the Superintendent shall offer the administrator an opportunity to have his or her name placed on a recall list. If such administrator makes a prompt written request for placement on the recall list, the name of that administrator shall be placed on a reappointment list and remain on such a list for a period of up to two years, if the administrator has served for two years or less, or for three years if the administrator has served for more than two years. Administrators eligible to remain on the recall list must, upon notification by the Superintendent, request continuation in writing at the beginning of each school year. Recall will be in descending order from the reappointment list with the staff person most recently terminated or reduced placed at the top. In the event that the services of more than one administrator are terminated or reduced at the same time, recall order will be determined by recommendation of the Superintendent. If a position becomes open during such period, and the administrator has been selected by the Board of Education as a person on the recall list who is certified and qualified in its judgment to hold that position, then the administrator will be notified in writing by registered mail, sent to his or her last known address, at least thirty (30) days prior to the anticipated date of reemployment, if possible. The administrator shall accept or reject the appointment within seven (7) days after receipt of such notification. If the appointment is accepted, the administrator shall receive a written contract within twenty (20) days of receipt of the administrator's reply by the Board of Education. If the administrator rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the administrator will be removed from the recall list.

D. Nothing in this Article shall require the promotion, transfer or recall of an administrator into a position of higher relative rank, authority or compensation than he/she previously occupied even though the administrator is qualified.

**ARTICLE 11
JUST CAUSE**

No administrator shall be suspended or demoted in rank or pay without just cause.

**ARTICLE 12
COMPENSATION SCHEDULE**

The base salaries of administrators shall be comprised of the following two components: 1) cash compensation, in such amounts as are set forth in Schedules A, B, C and D of this Agreement; and 2) the Board's annuity contributions described in the following paragraph.

Each administrator will receive an additional sum of three and one-half percent (3.5%) of the administrator's annual cash compensation over and above the cash component set forth in Schedules A, B, C and D, as to which amount each administrator will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity of his/her choice from the accounts offered by the Board. Effective July 1, 2014, the Board's contribution shall increase from 3.5% to 4.0%. Payment to this account will be made with the first annuity payment in July.

**ARTICLE 13
LONGEVITY**

It is agreed that any individual hired will be eligible for longevity only after he/she has been employed by the Mansfield Board of Education for a minimum of fourteen years.

Longevity:	15-19 years	\$ 1,000
	20-24 years	1,200
	25 + years	1,400

Administrators hired after July 1, 1995 will not be eligible for this provision.

**ARTICLE 14
TUITION REIMBURSEMENT**

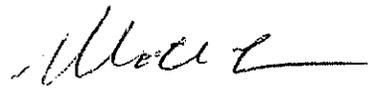
- A. The Board will set aside a sum of five thousand dollars (\$5,000) annually for utilization by Association members to continue study at the graduate level.

- B. Reimbursement will be at a rate of 100% of tuition unless Association members collectively exceed the five thousand dollars (\$5,000) annual appropriation. In such instance, reimbursement shall be prorated equally among administrators pursuing graduate studies.
- C. Requests for tuition reimbursement must be made prior to July 1 for the summer session, prior to September 1st for the first semester, and prior to January 1st for the second semester.
- D. Requests after the dates above will be considered by the Superintendent if the fund has not been depleted.
- E. All courses to which this provision is to be applied shall have prior approval of the Superintendent of Schools.
- F. Reimbursement will be made upon evidence that the course has been completed successfully (B - or higher).

**ARTICLE 15
DURATION**

- A. This Agreement shall be in full force and effect from July 1, 2012 through and including June 30, 2015 or until such subsequent time as a successor Agreement becomes effective.
- B. This Agreement may be amended only by the mutual written agreement of the parties. Any agreement between the parties with respect to a proposed amendment shall be reduced to writing, shall be signed by the Board and the Association and shall become an addendum to this Agreement.

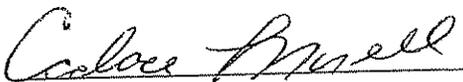
MANSFIELD BOARD OF EDUCATION



Chairman

Date: 10/13/11

MANSFIELD ADMINISTRATORS'
ASSOCIATION



President

Date: 10/13/11

MEMORANDUM OF AGREEMENT

In order to clarify the agreement between the Mansfield Board of Education (the "Board") and the Mansfield Administrators Association ("the MAA") regarding retirement benefits for certain administrators currently employed by the Board, the Board and the MAA agree as follows:

1. The retirement benefits described in this Memorandum of Agreement will continue to be available only to the following administrator during the life of the 2012-2015 collective bargaining agreement:

James Palmer

2. Any above-named administrator whose age and years of service as of June 30 total at least seventy (70) and who has been employed for a minimum of ten (10) years as an administrator in Mansfield, may elect to retire under the following provisions:
 - a. The applicant must submit a letter of application to the Superintendent by January 1 prior to the end of the last full year of employment. The Board of Education will review the application and determine whether an employee may participate.
 - b. Annual compensation will be one-fifth of the administrator's salary agreement at the time of retirement. This compensation shall not include retirement pay for the years of service in the Town of Mansfield. The payment will be made for a maximum of five (5) consecutive years.
 - c. In the event of the death of the retiree receiving early retirement payments, the retiree's designated beneficiary will receive the remaining balance. Payment will be made in accordance with the established schedule.
 - d. It is the responsibility of the retiree to maintain accurate address information with the Superintendent's office.
 - e. Annual retirement payments will be made in a lump sum or in two equal payments on July 15 and/or January 15. The first payment must be taken in the first eligible year. The retiree must notify the Superintendent in writing of the payment schedule selected and may not change it once it has been selected.

f. Continued participation in the group insurance program offered by the Board for those coverages existing at the time of retirement shall be available as follows:

- (1) Persons drawing retirement compensation from the Board may elect to participate in the group insurance program offered by the Board, with the Board paying one hundred percent (100%) of the costs, for five (5) years or until the retiree becomes eligible for Medicare, whichever occurs first.
- (2) Retirees who have participated in (1) above and who are no longer drawing retirement funds from the Board, and who have not become eligible for Medicare, may continue to participate in the Board's group insurance plan for a maximum of three years by paying one-half of the premium for such coverage, with the Board paying the remaining one-half of the premium.
- (3) Retirees who have participated in Section (1) or Sections (1) and (2) above and who draw funds from the State Teachers Retirement System may continue to participate in the group insurance program of the Board at their own expense after they become eligible for Medicare.
- (4) Upon retirement, a retiree may elect to have his/her spouse continue to participate in the group insurance offered by the Board by paying one hundred percent (100%) of the cost for coverage of his/her spouse.
- (5) Premiums due for the insurance coverage described in this Memorandum of Agreement must be submitted to the office of the Superintendent of schools by the tenth of the month in which State Teachers Retirement benefits commence. Insurance will be discontinued if premium payments are more than thirty days overdue. Administrators receiving retirement benefits under this Memorandum of Agreement will be permitted to make their insurance premium contributions on a pre-tax basis under the district's Section 125 plan, to the extent that such pre-tax treatment is permitted by law. In order to be eligible for such pre-tax treatment, such administrators must agree to have such insurance premium contributions deducted from their retirement payments. Such pre-tax treatment shall continue

only until such time as the administrator ceases receiving retirement payments under the provisions of this Memorandum of Agreement.

- (6) The individual administrators and the MAA agree to Save Harmless the Board of Education and the Town of Mansfield from any and all claims from the implementation of this retirement provision.

MANSFIELD BOARD OF EDUCATION

Ma
Chairman

Date: 10/13/11

MANSFIELD ADMINISTRATORS'
ASSOCIATION

Carol Miller
President

Date: 10-13-11

ADMINISTRATIVE SALARY SCHEDULE

Any administrator not on the maximum step of the applicable salary schedule shall advance one step on the salary schedule effective July 1, 2012, July 1, 2013 and July 1, 2014.

2012-13*

Schedule A (Elementary Principals)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$104,961	\$113,029	\$114,506
2	\$108,689	\$116,753	\$118,228
3	\$112,413	\$120,473	\$121,950
4	\$116,138	\$124,205	\$125,667
5	\$119,738	\$127,805	\$129,269

Schedule B (Middle School Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$111,582	\$120,191	\$121,761
2	\$115,262	\$123,843	\$125,409
3	\$118,951	\$127,500	\$129,056
4	\$122,639	\$131,156	\$132,696
5	\$126,241	\$134,754	\$136,297

Schedule C (Director of Special Education And Student Support Services)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$93,096	\$100,991	\$102,754
2	\$97,436	\$105,327	\$107,092
3	\$101,161	\$109,047	\$110,821
4	\$104,882	\$112,759	\$114,541
5	\$108,484	\$116,361	\$118,140

Schedule D (Middle School Assistant Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$93,096	\$100,991	\$102,754
2	\$97,436	\$105,327	\$107,092
3	\$101,161	\$109,047	\$110,821
4	\$104,882	\$112,759	\$114,541
5	\$108,484	\$116,361	\$118,140

*Beginning July 1, 2012, the former 1st step has been eliminated. The salary schedules reflect this change and have been renumbered accordingly.

2013-14

Schedule A (Elementary Principals)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$106,745	\$114,950	\$116,453
2	\$110,537	\$118,738	\$120,238
3	\$114,324	\$122,521	\$124,023
4	\$118,112	\$126,316	\$127,803
5	\$121,774	\$129,978	\$131,467

Schedule B (Middle School Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$113,479	\$122,234	\$123,831
2	\$117,221	\$125,948	\$127,541
3	\$120,973	\$129,668	\$131,250
4	\$124,724	\$133,386	\$134,952
5	\$128,387	\$137,045	\$138,614

Schedule C (Director of Special Education And Student Support Services)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$94,679	\$102,708	\$104,501
2	\$99,092	\$107,118	\$108,913
3	\$102,881	\$110,901	\$112,705
4	\$106,665	\$114,676	\$116,488
5	\$110,328	\$118,339	\$120,148

Schedule D (Middle School Assistant Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$94,679	\$102,708	\$104,501
2	\$99,092	\$107,118	\$108,913
3	\$102,881	\$110,901	\$112,705
4	\$106,665	\$114,676	\$116,488
5	\$110,328	\$118,339	\$120,148

2014-15

Schedule A (Elementary Principals)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$108,880	\$117,249	\$118,782
2	\$112,748	\$121,113	\$122,643
3	\$116,610	\$124,971	\$126,503
4	\$120,474	\$128,842	\$130,359
5	\$124,209	\$132,578	\$134,096

Schedule B (Middle School Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$115,749	\$124,679	\$126,308
2	\$119,565	\$128,467	\$130,092
3	\$123,392	\$132,261	\$133,875
4	\$127,218	\$136,054	\$137,651
5	\$130,955	\$139,786	\$141,386

Schedule C (Director of Special Education And Student Support Services)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$96,573	\$104,762	\$106,591
2	\$101,074	\$109,260	\$111,091
3	\$104,939	\$113,119	\$114,959
4	\$108,798	\$116,970	\$118,818
5	\$112,535	\$120,706	\$122,551

Schedule D (Middle School Assistant Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$96,573	\$104,762	\$106,591
2	\$101,074	\$109,260	\$111,091
3	\$104,939	\$113,119	\$114,959
4	\$108,798	\$116,970	\$118,818
5	\$112,535	\$120,706	\$122,551



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; David Dagon, Fire Chief
Date: October 24, 2011
Re: Department of Homeland Security (DHS), Assistance to Firefighters Grant

Subject Matter/Background

The U.S. Department of Homeland Security (DHS) will once again fund the Assistance to Firefighters Grant (AFG) program for the 2011 Federal Fiscal Year. The AFG program objective is to provide funding directly to fire departments and nonaffiliated EMS organizations for the purpose of protecting the health and safety of the public and fire service personnel from fire and all other hazards.

The department is interested in submitting a grant application for vehicle acquisition, for which the grant provides funding.

Vehicle Acquisition

The department is seeking funds in this category to replace ET (Engine Tank) 507 as part of the department's capital improvement program (CIP). ET 507 is a 1987 Autocar with 30,000+ miles; in 1995 the department took the original engine and drive train and installed an E-One Cyclone series fire engine body.

The current CIP calls for the Town to replace ET 507 in FY 2012/13. With the receipt of this funding, the Town would replace ET 507 with a Tanker vehicle designed to carry 2,500 gallons of water with the ability to deploy components of an effective water supply operation that can contribute to fireground operations in a meaningful way. This equipment replacement would enable the Town to acquire a vehicle for which the department has a need but which it does not currently have in its fleet and to replace a vehicle that is no longer in compliance with current NFPA standards.

Financial Impact

The total proposed cost to replace ET 507 is \$500,000. If the Mansfield Division of Fire and Emergency Services is awarded a grant under the AFG program a monetary match of five percent (5%) of the total amount of the award will be required. The monetary match would be \$25,000.

Recommendation

Staff recommends that the Town Council authorize the Town Manager to execute the proposed application on behalf of the Mansfield Division of Fire and Emergency Services.

If the Town Council concurs with this recommendation, the following motion is in order:

Move, to authorize Town Manager Matthew W. Hart to execute the proposed Fiscal Year 2011 Assistance to Firefighters Grant application, which purpose is to support the provision of fire protection and emergency services within the Town of Mansfield.

Attachments

- 1) Department of Homeland Security (DHS), Assistance to Firefighters Grant Application

Entire Application

Overview

***Did you attend one of the workshops conducted by DHS's regional fire program specialist?**

Yes, I have attended workshop

***Was a workshop within 2 hours drive?**

Yes

***Are you a member, or are you currently involved in the management, of the fire department or non-affiliated EMS organization applying for this grant with this application?**

Yes, I am a member/officer of this applicant

If you answered No, please **complete** the information below. If you answered Yes, please skip the Preparer Information section.

Fields marked with an * are required.

Preparer Information

* Preparer's Name

* Address 1

Address 2

* City

* State

* Zip

[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a Chief Officer or long time member of the organization who will see this grant through completion. Reminder: if this person changes at anytime during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with you.

Primary Point of Contact

* Title

Fire Chief

Prefix (check one)

Mr.

* First Name

David

Middle Initial

J

* Last Name

Dagon

* Business Phone (e.g. 123-456-7890)

860-429-3364 Ext.

* Home Phone (e.g. 123-456-7890)

860-487-7628 Ext.

Mobile Phone/Pager (e.g. 123-456-7890)

860-208-5671

Fax (e.g. 123-456-7890)

860-429-3388

* Email (e.g. user@xyz.org)

dagondj@mansfieldct.org

• 2010 AFG grant for communication equipment (tone and voice pagers)

Account Information

* Type of bank account	Checking
* Bank routing number - <u>9 digit</u> number on the bottom left hand corner of your check	221172186
*Your account number	1007000384

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request? No

* If awarded the AFG grant, will your organization expend more than \$500,000 in Federal funds during your organization's fiscal year in which this AFG grant was awarded? No

* Is the applicant delinquent on any Federal debt? No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

Department Characteristics (Part I)

- * Are you a member of a Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property? No
 - * What kind of organization do you represent? Combination
 - If you answered combination, above, what is the percentage of career members in your organization? 25 %
 - If you answered volunteer or combination or paid on-call, how many of your volunteer Firefighters are paid members from another career department? 1
 - * What type of community does your organization serve? Rural
 - * What is the square mileage of your first-due response area? 45
 - * What percentage of your response area is protected by hydrants? 5 %
 - * In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? Tolland
 - * Does your organization protect critical infrastructure of the state? Yes
 - * How much of your jurisdiction's land use is for agriculture, wild land, open space, or undeveloped properties? 85 %
 - * What percentage of your jurisdiction's land use is for commercial, industrial, or institutional purposes? 5 %
 - * What percentage of your jurisdiction's land is used for residential purposes? 10 %
 - * How many occupied structures (commercial, industrial, residential, or institutional) in your jurisdiction are more than three stories tall? 0
 - * What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served? 13147
 - * Do you have a seasonal increase in population? Yes
 - * How many active firefighters does your department have who perform firefighting duties? 60
 - * How many ALS level trained members do you have in your department/organization? 0
 - * How many stations are operated by your organization? 3
 - * Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)? Yes
 - * Do you currently report to the National Fire Incident Reporting System (NFIRS)? Yes
- If you answered yes above, please enter your

FDIN/FDID

03070

* What percent of your active firefighters are trained to the level of Firefighter I?

100 %

* What percent of your active firefighters are trained to the level of Firefighter II?

68 %

If you answered less than 100% to either question above, are you requesting for training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds in this application, please describe in the text box to the right your training program and your plans to bring your membership up to Firefighter II.

Since 2005 the department has engaged a tiered approach to meeting its training goals based on the employment/membership status of individual firefighters.

Full-time career firefighters hired by the department must be certified as a Firefighter II at the time of their appointment or must attend a 14 week recruit firefighter training program during their probationary period. Recruit training provides, at a minimum, Firefighter I, Firefighter II, and HazMat Operational certifications.

Part-time Firefighter candidates must have, at a minimum, Firefighter I and HazMat Operational certifications. However, many candidates have Firefighter II certification. Firefighter II certification is encouraged and the department funds the training.

Volunteer members that join the organization without any professional qualification must complete Firefighter I certification within the first year of membership; the department reimburses the members upon successful completion or provides financial support if the member is unable to afford the training. Firefighter II certification is encouraged and is funded.

* What services does your organization provide?

Structural Fire Suppression
Wildland Fire Suppression

Emergency Medical Responder
Basic Life Support

Hazmat Operational Level

Rescue Operational Level

Occasional Fire Prevention Program

* Please describe your organization and/or community that you serve. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

The Town of Mansfield Division of Fire and Emergency Services is a municipal combination workforce fire department. The department has twelve (12) full time career firefighters, twelve (12 +/-) part-time career firefighters, and sixty (60) active volunteer firefighters. The department provides Fire, Rescue, and Emergency Medical Services to the Town of Mansfield which has a population of 13,147 and an area of 45 square miles. A 1,700 acre Federal Flood Control area is within the department's response district which hosts a variety of recreational activities to which the department responds.

The department responds to approximately 2,000 calls for service annually. We are a member of the Tolland County Mutual Aid Fire Service, Inc.; the provider of regional dispatch services and the coordinator of a number of regional response teams. A robust system of mutual aid assistance is characteristic of this region.

The Town of Mansfield is home to the University of

Connecticut (UConn); UConn's campus introduces an additional population of 40,000 into the town during the school year, 12,000 of which are students living in on-campus group housing. The department responds automatic aid to UConn for on-campus emergencies and mutual aid for EMS calls.

Four of the six communities that border Mansfield are served by volunteer fire departments. As a combination department with career firefighters on duty 24/7 the Mansfield Fire Department mutual aid response is counted upon and is integral to effective mutual aid operations. The Mansfield Fire Department participates in a robust system of traditional mutual aid responses as well as Regional Response Teams for Search and Rescue, Wildland Fires, Dive operations, and Swift Water Rescue.

Fire Department Characteristics (Part II)

	2010	2009	2008
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three years?	0	0	0
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three years?	0	0	0
* What is the total number of line of duty member fatalities in your jurisdiction over the last three years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three years?	2	3	3
* Over the last three years, what was your organization's average operating budget?		1691963	
* What percentage of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?		81.2 %	
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%			
Taxes?	100 %		
<u>EMS Billing?</u>	0 %		
Grants?	0 %		
Donations?	0 %		
Fund drives?	0 %		
<u>Fee for Service?</u>	0 %		
Other?	0 %		

If you entered a value into Other field (other than 0), please explain

The department's Capital Improvement Budget was been reduced 59% from fiscal year 2008/2009 to fiscal year 2009/2010. For fiscal year 2011/2012 with the exception of a replacement ambulance that will be bonded, the department capital improvement budget declined an additional 20% from the previous fiscal year. The department's sole source of funding is the Town of Mansfield which has been profoundly impacted by its dependence on intergovernmental revenues (Federal and State sources) that have been significantly reduced. These intergovernmental sources of revenue exist due to Mansfield being the home to the University of Connecticut and the Bergin Correctional Institute; both State of Connecticut institutions. This year in order to cut costs the State of Connecticut has closed the Bergin Correctional Institution which results in an additional loss of grant monies for the Town of Mansfield. Also, a 1,700 acre Federal Flood Control area is within the department's response district. These factors have severely impacted the department's ability to obtain funding through the traditional method of a 5 year capital

* Please describe your organization's need for Federal financial assistance. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

improvement program. Program priorities and shortage of funding has consistently prevented approving the project being requested through this grant program.

* How many vehicles does your organization have in each of the types or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

Type or Class of Vehicle	Total Number of Front line Apparatus	Total Number of Reserve Apparatus	Total Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Quint (Aerial device of less than 76 feet), Type I or Type II Engine Urban Interface	4	1	26
Ambulances for transport and/or emergency response	1	1	4
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	0	0	0
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint (Aerial device of 76 feet or greater)	0	0	0
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pick up w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	1	0	2
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	2	0	6
Other: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle, Other Vehicle	1	0	2

Department Call Volume

	2010	2009	2008
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)			
Working Structural Fires	36	33	36
False Alarms/Good Intent Calls	201	179	108
Vehicle Fires	11	11	7
Vegetation Fires	12	16	13
EMS-BLS Response Calls	829	820	964
EMS-ALS Response Calls	340	308	258
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Vehicle Accidents w/o Extrication	170	149	166
Vehicle Extrications	0	1	3
Other Rescue	11	2	8
Hazardous Condition/Materials Calls	80	76	77
Service Calls	187	130	173
Other Calls and Incidents	38	32	89
Total	1915	1757	1902

* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

What is the total acreage of all vegetation fires?	8	10	12
--	---	----	----

* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

In a particular year, how many times does your organization receive mutual/automatic aid?	286	229	317
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In a particular year, how many times does your organization provide mutual/automatic aid? (Please indicate the number of times your department provides or receives mutual aid. Do not include first-due responses claimed above.)	278	243	206
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Out of the mutual/automatic aid responses, how many were structure fires?	20	19	27
---	----	----	----

Request Information

1. Select a program for which you are applying. If you are interested in applying under both Vehicle Acquisition and Operations and Safety, and/or regional application **you will need to submit separate applications.**

Program Name

Vehicle Acquisition

2. Will this grant benefit more than one organization?

Yes

If you answered Yes to Question 2 above, please explain.

Yes, improvements to our current fleet with a tanker would improve the department's Automatic Aid and traditional Mutual Aid responses to neighboring communities. With the exception of two small districts (University of Connecticut campus and the Willimantic Service District) the areas served by the Mansfield Fire Department and neighboring fire departments is rural and without water distribution systems adequate for firefighting operations. In addition, four of the six communities that border Mansfield are served by volunteer fire departments. As a combination department with career firefighters on duty 24/7 the Mansfield Fire Department response is counted upon and is integral to effective mutual aid response. The tanker type apparatus we are requesting will satisfy an operational need and introduce a degree of reliability into our water supply operations that we do not now possess. If awarded a grant for a tanker the department would participate in a regional tanker response system much like it does for other regional teams (Search & Rescue, Divers, Wildland Firefighting, and Swift Water Rescue).

3. Enter Grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

Request Details

The activities for program Vehicle Acquisition are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding
Vehicle Acquisition	1	\$ 500,000	\$ 0
* Total Funding for all EMS requested in this application			\$0 View Details
Grant-writing fee associated with the preparation of this request.			\$0

Vehicle Details

- *1. What type or class of vehicle will you use the grant funds to purchase? Tanker
- Please provide further description of the item selected above or if you selected Other above, please specify. A 2,500 3,000 gallon tanker with a 1,500 GPM pump, quick dump valves, portable tank deployment.
- *2. Cost: (whole dollar amounts only) \$ 500000
- *3. Is the vehicle you propose to buy a refurbished, used or new response vehicle to meet current standards? New (never owned before)
- *4. What is the age of the vehicle being replaced? 22-25 years
- *5. What is the newest (age) vehicle you currently own in the class you are purchasing? N/A
- *6. How old is the oldest (age) vehicle you own in the class you are

- purchasing? N/A
- *7. What is the average age of all vehicles in your fleet? 12 years
- *8. Do you have a formal driver-training program? Yes
- If not, will you be requesting funding under this application for driver training or will you obtain the appropriate training through other sources?
- If you answered NO will you develop one prior to receipt of the vehicle per the program guidance?
- *9. Is the vehicle you propose to buy: First-time purchase for the existing mission (do not currently own)
- *10. Is the vehicle you are replacing a converted vehicle not originally designed for its current use? Yes
- *11. Does the vehicle you are replacing have an open cab configuration? Yes
- *12. If awarded, will you permanently remove this substandard vehicle from service? Yes
- If you are removing a vehicle from service, describe the vehicle you plan to remove in the space provided. Please enter the type, year model & VIN number. The "base" vehicle is a 1987 Autocar, VIN# 4ENDAAA83S1004341 originally built by Darley.
- *13. How long have you owned the vehicle you are replacing? 24 Years (whole number only)
- *14. If you are removing a vehicle from service, what is the number of calls that vehicle responded to during 2010 (documented through vehicle or dispatch logs)? 21 (whole number only)
- *15. If awarded, will you develop and/or enforce standard operating policies/procedures that require: 1) all occupants to use seatbelts, 2) all drivers of the grantee's apparatus must adhere to all traffic signs, signals and state traffic regulations. Yes
- *16. Will this vehicle be used for automatic and/or mutual aid? Both
- *17. What percentage of your annual budget goes to vehicle replacement? 4 (0-100%)

Vehicle Inventory

* In the space provided below, list all of your Engines/Pumpers, Tankers, Aerials, Brush and Rescue Vehicles. List all vehicles providing the type, the age, the pump capacity (GPM) if applicable, the carrying capacity (gallons) if applicable.

Vehicle Type (possible terms: Engine or Pumper, Tanker, Aerial Apparatus, Brush/Quick Attack, Rescue Vehicles, or Other)	Age	GPM	Gallons
1 Engine (or Pumper)	24	1500	1500
2 Engine (or Pumper)	20	1250	1000
3 Engine (or Pumper)	17	1250	1000
4 Engine (or Pumper)	8	1500	1000
5 Engine (or Pumper)	8	1500	1000
6 Brush/Quick attack	15	200	300
7 Rescue Vehicles	15		
8 Rescue Vehicles	10		
9 Ambulance	8		
10 Ambulance	3		

11 Other Vehicles 1
12
13
14
15

Firefighting Vehicle - Narrative

* Section # 1 Project Description: In the space provided below include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc.? *3000 characters

The Town of Mansfield Division of Fire and Emergency Services is requesting \$500,000 to purchase a tanker. The request is intended provide the department with a piece of fire apparatus that the department does not currently possess but for which the community has a current service level need.

The first due response district served by the department is a rural area encompassing forty-five (45) square miles. Approximately five percent (5%) of the community located in the southern section of town has been commercially developed and is served by a water distribution system that includes hydrants. Additionally, the University of Connecticut's main campus is served by its own water distribution system and there are a few border areas where hydrant locations serve small sections of the department's first due response district. Other than the areas identified the department relies on a combination of water sources (ponds, rivers, streams) and water on wheels for water supply operations.

The department has done a considerable amount of work to identify and develop water sources (other than hydrants) throughout its first due response district including:

- Evaluating sources that provide an adequate and reliable volume of water for firefighting operations (ponds, streams, etc...)
- Creating a map layer on the town's Geographic Information System (GIS) of all designated water sources
- Obtaining permission from property owners to access water sources located on private property
- Installation of dry hydrants where appropriate

However, the component to the water supply operation that has eluded the department for years has been the tanker component. Repeated attempts to obtain funding for this type of apparatus have been unsuccessful due to budget cuts in the department's capital improvement budget or a need to prioritize other necessary and essential capital projects.

If awarded a grant for a tanker the department would appoint a tanker truck committee to develop a Request for Proposal (RFP) or set of specifications for a vehicle that would serve the operational needs of the department. In addition it would charge the committee with the development of Standard Operating Guidelines that would effectively introduce the tanker into current department and mutual aid water supply operations.

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. *3000 characters

The acquisition of a tanker would immediately benefit the department's water supply operations at an incident. It would allow the department to improve its approach to water supply needs in the early stages of an incident by having a source immediately available that may be critical in controlling a fire in its early stage; improving efficiency and reducing property loss by fire.

At an incident of greater scope or longer duration where large volumes of water are required and in which multiple mutual aid agencies participate a tanker would provide the department with the opportunity to lay the foundation for a complex water supply operation early in the incident.

The Mansfield Fire Department and its neighbor departments participate in a robust system of mutual aid on initial response. Four of the six communities that border Mansfield are served by volunteer departments and are rural in nature; the remaining two have combination departments. Our neighboring departments rely on our department to assist and this proposal will improve capabilities at incidents with mutual aid departments. It would afford the Mansfield Fire Department the ability to participate with a resource it cannot currently offer our neighbors or the region.

The Mansfield Fire Department currently participates in Regional Response Teams, including a Search and Rescue Team, a Wildland Fire Team, Dive Team, and Swift Water Rescue Team. If we were to receive an award for a tanker we would participate in tanker task forces as well.

* Section # 3 Statement of Effect: How would this award affect the daily operations of your department (i.e., describe how frequently the equipment will be used or what the benefits will provide the personnel in your department)? How would this award affect your department's ability to protect lives and property in your community? *3000 characters

The department's current apparatus response to a structure fire consists of three to four separate pumpers each with 1,000 gallons of water carried on the vehicle. One pumper responds from each of the department's three fire stations and if personnel are available a fourth pumper responds with 1,500 gallons of water for a total of 4,500 gallons of water that eventually arrive to an incident.

This proposal would allow a response by two pumpers with 1,000 gallons each and a tanker with 2,500 gallons. While the total number of gallons on scene would be the same the number of apparatus on scene would be reduced to three. This would result in an incident scene that is less congested with apparatus and allow the department to have an additional pumper in station to maintain coverage to the community during the incident.

The real value of reducing the number of pumpers to the scene is the opportunity the department would have to respond with apparatus, other than a pumper, that provides additional functionality. Specifically the department may choose to respond with its heavy rescue truck to perform a service company role or the department's ambulance could respond in place of an additional pumper to provide EMS and / or rehab operations to firefighters at the scene. The flexibility the department would gain to tailor its response is the greatest value of introducing a resource we currently do not possess; a tanker.

* Section # 4 In the space provided below include details regarding your organization's request not covered in any other section. *3000 characters

The department has made and continues to make a concerted and comprehensive effort to address its water source/supply issues. As stated previously we have devoted considerable energy to identifying, quantifying, and qualifying our static open water sources to gain efficiencies when a water supply operation is needed. We have also proposed an ordinance that would require developers of certain proposed projects to provide cisterns or install residential sprinklers as a way to address our life safety concerns and rural water supply issues. The point is that we have attempted to approach this issue using a multi-pronged approach that does not focus or rely on only one aspect of this type of fireground operation. However, we believe that a tanker will provide a significant improvement and efficiency to the department response to fires in our community and our neighboring communities.

Important to note is that the "base" vehicle is a 1987 Autocar, VIN# 4ENDAAA83S1004341 . Although the current vehicle was not converted for its current use, the vehicle was originally a 1987 Autocar that was built by Darley as a pumper. In 1995 the department took the original engine and drive train and installed an E-One Cyclone series skid kit. The kit included a 1,500 (+/-) gallon water tank that we believe was an attempt to operate it as a "tanker" but which has never realistically contributed to department water supply operations in a meaningful way.

Budget

Budget Object Class

a: Personnel

\$ 0

b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 500,000
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
j. State Taxes	\$ 0
Federal and Applicant Share	
Federal Share	\$ 475,000
Applicant Share	\$ 25,000
Federal Rate Sharing (%)	95/5
* <u>Non-Federal Resources</u> <i>(The combined Non-Federal Resources must equal the Applicant Share of \$ 25,000)</i>	\$ 25,000
a. Applicant	\$ 25,000
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0
<p>If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.</p>	
Total Budget	\$ 500,000

Narrative Statement

For 2011, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by David Dagon on 09/21/2011

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

City

State

Zip

Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by David Dagon on 09/21/2011

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

This form is not applicable



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MuH*
CC: Maria Capriola, Assistant to Town Manager; Linda Painter, Director of Planning and Development; Lon Hultgren, Director of Public Works; Kevin Grunwald, Director of Human Services; Robert Miller, Director, Eastern Highlands Health District; Curt Vincente, Director of Parks and Recreation, Cherie Trahan, Director of Finance
Date: October 24, 2011
Re: Application for Smart Growth America Technical Assistance

Subject Matter/Background

Smart Growth America (SGA) has received a grant from the Environmental Protection Agency (EPA) Office of Sustainable Communities to provide free technical assistance to help local communities implement smart growth strategies to build stronger economies while protecting human health and the environment. The technical assistance is provided in the form of a one to two day community workshop on one of the following topics:

- Implementing smart growth
- Planning for economic and fiscal health
- Regional planning for small communities
- Sustainable land use code audit
- Smart growth zoning codes for small cities
- Complete streets
- Walkability audit
- Transportation performance measurement
- Parking audit
- Implementing transit oriented development
- Cool planning: local strategies to slow climate change
- Using LEED-ND to accelerate the development of sustainable communities

Based on the detailed descriptions of the twelve programs listed above, staff has prepared two applications: one for *Cool Planning: Local Strategies to Slow Climate Change* and one for *Planning for Economic and Fiscal Health*. We believe that these programs would provide the best opportunity to further town goals and objectives in the area of sustainability.

If the *Cool Planning* application is selected, SGA would conduct an interactive community workshop to help Mansfield identify steps we can take to reduce our carbon footprint. This workshop would serve as a first step in developing a Climate Action Plan for the town. According to the detailed program information (attached), implementation of climate action plans can provide benefits such as protection against future gas hikes, increased energy independence, retention of local dollars, lower transportation costs, and more active and healthier communities.

If the *Planning for Economic and Fiscal Health* application is selected, SGA would conduct an interactive community workshop that focuses on the ways in which smart growth could save the community money and help identify strategies to reduce barriers to smart growth, which may include suggestions for changes to the capital budgeting process, permitting process, regulatory framework, and direction of economic development incentives.

Selection Criteria

Awards for technical assistance will be based on the following criteria:

- Interest in smart growth solutions (20%)
- Need for technical assistance (20%)
- Involvement of Key Leaders (20%)
- Readiness to Implement (20%)
- Public Involvement Plan (20%)

In addition to the above listed criteria, Smart Growth America will also consider the following factors in its review of applications for assistance:

- Geographic diversity. SGA wants to work in a variety of states and regions with a diverse set of populations
- Equity. SGA will consider the degree to which the application contributes to the diversity of the communities being assisted through the program, with an emphasis on low income, disadvantaged and rural communities.
- Past receipt of assistance. The SGA will consider how the assistance being requested as part of this application will complement or leverage the assistance requested as part of the HUD Community Challenge Planning Grant

If one of our applications is selected by SGA, they would notify us on or before November 12, 2011.

Financial Impact

If awarded, Smart Growth America would conduct a technical assistance workshop in Mansfield free of charge. The Town would be responsible for providing staff time, meeting space, workshop refreshments and advertising/outreach efforts to ensure broad participation in the workshop.

Legal Review

No legal review is required at this time. The advice of the Town Attorney will be secured if needed with regard to any grant assistance agreement.

Recommendation

Staff recommends that the Town Council authorize the Town Manager to submit applications for Smart Growth Technical Assistance on behalf of the Town and to authorize the Mayor to provide letters in support of the applications describing the Town's commitment to implement any local initiatives that result from the technical assistance program.

Council is respectfully requested to enact the following resolution recommending the submission of the technical assistance applications and authorizing the Mayor to provide letters of support for the project.

Move, effective October 24, 2011, to authorize the Town Manager to submit two applications for Smart Growth Technical Assistance to Smart Growth America and to authorize the Mayor to submit letters describing the commitment of local leaders to implement the resulting initiatives and projects.

Attachments

- 1) Description of Cool Planning Technical Assistance Program
- 2) Application for Cool Planning Smart Growth Technical Assistance
- 3) Description of Planning For Economic and Fiscal Health Technical Assistance Program
- 4) Application for Economic and Fiscal Health Technical Assistance



Smart Growth America
Making Neighborhoods Great Together

Cool Planning: Local Strategies to Slow Climate Change

Provider: Smart Growth America and Otak, Inc.

Summary:

The Cool Planning: Local Strategies to Slow Climate Change workshop seeks to actively involve communities in the process of finding solutions that can be implemented at the local level to slow climate change. Specific community development, land use, and transportation planning techniques can enable communities to reduce their carbon footprints and will be covered in depth in this workshop. The workshop will draw on a technical assistance team that has facilitated hundreds of smart growth and sustainable community development presentations, programs, and workshops in communities across the US and abroad.

Interactive exercises will be integrated into the program to engage participants and get them thinking about how they can get involved. Publications and resources available to help communities will be referenced. Available tools that can be used to monitor a community's progress will be presented, including walkability index/scoring tools (www.walkscore.com), D-variable analysis, surveys, focus groups and interviews, audits, and other methods/indicators.

A model workshop would include the following elements:

Part I: Why addressing climate change has to start at the local level

- How a global problem can be addressed at the local level
- How community design affects greenhouse gas (GHG) emissions

Part II: Local Strategies to slow climate change

- Grow cooler
- Grow more compact
- Get centered
- Mix up your land uses
- Recycle urban land and buildings
- Make streets complete
- Make way for pedestrians
- Make your community bicycle-friendly
- Get well-connected
- Put parking in its place
- Make way for transit and transit-oriented development
- Change travel habits
- Find better models for big trip generators
- Green your buildings
- Plant trees in your town or neighborhood



Assistance provided with grant support from US EPA's Office of Sustainable Communities under their Building Blocks for Sustainable Communities Program.

Part III: Taking Action

- Develop elements of a climate action plan
- Measure your plan's effectiveness

The importance of developing locally-based climate action plans will be highlighted in the program. While implementation of these plans can reduce transportation-related GHG and environmental impacts, they can also bring significant economic, national security, and health benefits, such as:

- Insulation against future gas price hikes
- Energy independence
- Retention of local dollars
- Lower transportation costs
- More active and healthier communities



Assistance provided with grant support from US EPA's Office of Sustainable Communities under their Building Blocks for Sustainable Communities Program.

Application for Smart Growth America Technical Assistance

Please fill out the following application and submit using the send button at the bottom of the page.

Name of applicant agency

Town of Mansfield

Name of CEO of other individual authorized to enter into agreements

Matthew W. Hart, Town Manager

Contact person

Linda M. Painter, AICP, Director of Planning

Organization address

4 South Eagleville Road

City

Mansfield

State

Connecticut

Zip code

06268-2599

Organization phone

401.429.3330

Contact email

painterlm@mansfieldct.org

Organization webpage (url)

www.mansfieldct.gov

Form of government

Local Regional Tribal

Tool being applied for

- Implementing smart growth 101
- Planning for economic and fiscal health
- Sustainable land use code audit
- Complete streets workshop
- Using LEED-ND to accelerate the development of sustainable communities
- Walkability workshop/audit
- Regional planning for small communities
- Smart growth zoning codes for small cities
- Transportation performance measurement
- Cool planning
- Parking audits
- Implementing transit-oriented development 101

Why are you applying to this smart growth tool? How will this tool help your community overcome the barriers to implementing smart growth? (350 word limit)

As home to the University of Connecticut, Mansfield has a unique dichotomy of development compared to other towns our size. In many ways, we are typical of other New England towns, with the vast majority of our landscape dominated by farmland, forests, wetlands and single family homes typically set on 2 or more acres. However, the university with its 20,000+ students is the equivalent of a small, fairly self-contained city within our rural landscape. As the town's major employer, UConn drives demand for housing and infrastructure improvements. In 2011, the state approved funding for the first phase of a new technology park at the university, which will further increase housing demand and pressure for improved transportation. However, given the rural character and low density development that comprises the majority of the town, it is difficult to support alternative transportation that would reduce GHG emissions and overall energy use. Additionally, there is significant concern with developing higher density housing due to the impacts existing apartment complexes have had on nearby single family neighborhoods. The town has taken its first steps toward smart growth with the development of Storrs Center, a new mixed-use downtown designed using the principles of New Urbanism and incorporating an intermodal transportation center. While this development has broad-based community support,

there are residents who remain concerned with the density of development and overall viability of the project. As we look forward to the new development likely to be generated by the technology park, we want to ensure that it advances the town's sustainability goals, which will require more compact development. This workshop is seen as the first step in developing a climate action plan and building stronger community support for the types of development that will help us to realize our sustainability goals.

What is the community's interest in smart growth solutions? (150 word limit)

Mansfield's commitment to pursuing smart growth is exemplified in its Plan of Conservation and Development (POCD) and the town's strategic plan, Mansfield 2020: A Unified Vision. The POCD incorporates a clear framework for future development that maintains the vast majority of town as rural agriculture, with future development limited to areas with existing or potential infrastructure. The plan includes policies that specifically support the Storrs Center development and encourage expansion of alternative transportation such as pedestrian and bike paths. This framework allows for growth while ensuring that the town's character and natural resources are preserved. While the POCD is focused on land development, the strategic plan addresses overall community goals related to education, housing, public safety, health and wellness, economic development, environmental sustainability and regionalism. The two plans in tandem showcase a community that cherishes its historic character and proactively plans for the health and wellbeing of its residents.

What is the community's need for technical assistance? (125 word limit)

While Mansfield has identified a strong commitment to sustainable growth, current efforts are primarily volunteer-driven. Staff support for the town's sustainability committee has been provided by the town's recycling coordinator, who has spearheaded the collection of data on town energy use. Starting this past September, the town parks coordinator has taken on the additional responsibility of serving as a sustainability coordinator. However, she is a part-time employee, and with her other responsibilities she can only spend an average of 5 hours per week on sustainability initiatives. While both individuals have a strong commitment to sustainability, neither has formal education or training in the technical issues that are needed to formulate a climate action plan.

To what level are community leaders (elected, business, community) committed to pursuing smart growth solutions? (125 word limit)

Mansfield is a fairly progressive community, both in terms of elected officials and community and business leaders. The town's commitment to smart growth has been expressed by our elected Planning and Zoning Commission through the Plan of Conservation and Development, as well as by the Town Council through its adoption of Mansfield 2020: A Unified Vision, the town's strategic plan. Our business community is also committed to smart growth, as demonstrated by the public-private partnership between the town, University of Connecticut, Mansfield Downtown Partnership and Leyland Alliance on the development of Storrs Center, a mixed-use downtown designed

using principles of New Urbanism and incorporating a new multi-modal transportation center.

To help us assess community support for smart growth solutions, Smart Growth America requires a letter of commitment signed by the mayor, county commission chair, or comparable elected leader. The letter should state the commitment of local leaders to implement any local initiatives that result from the smart growth technical assistance offered. Upload this commitment letter here.

Attach support letter from Mayor

How does the community propose to implement the smart growth solution once assistance is received? (200 word limit)

In 2009, the Town Council created a Sustainability Committee to provide guidance regarding sustainability principles and administrative actions; to monitor implementation of adopted principles and policies; to coordinate with other town boards and commission to advance sustainability principles and plans; and to seek information to add in the development of strategies, programs and initiatives. Since its creation, the members of the sustainability committee have outlined priorities for future action, including using data to inform planning efforts, increasing public awareness and education, becoming more engaged in town projects such as the Storrs Center and Four Corners area redevelopments, and promoting economic sustainability. It is expected that the technical assistance workshop will form the basis for creation of a climate action plan, a process that will be spearheaded by the Sustainability Committee. Once a climate action plan has been adopted by the Town Council, staff and committee members will work with the Planning and Zoning Commission to update the Plan of Conservation and Development, Zoning Regulations and Subdivision Regulations to better advance the smart growth techniques outlined in the climate action plan. The committee will also advise the Town Council on other policy changes needed to implement the action plan.

Describe your plan for involving the public in technical assistance (125 word limit)

To ensure broad participation from a wide range of interests, including residents, business owners, farmers and students, we will work with a variety of town and community based organizations on outreach efforts for the workshop. The workshop will be publicized in heavily used town facilities such as the community center, library, senior center, early childhood center and schools to reach a broad cross-section of residents. For the business community, we will work with the Mansfield Downtown Partnership, Storrs Center Alliance and the Windham Region Chamber of Commerce to publicize the event for their members. The town's agriculture committee and regional Advocate program will serve as our liaison to the farming community. Lastly, we will work with the University of Connecticut to encourage participation.

To what degree does your plan address equity issues? (125 word limit)

As a college town, Mansfield has a large and well-educated group of 246 citizen volunteers that serve on the Town's 35 advisory committees. However, these volunteers represent a small portion of the overall population, and many serve on multiple committees. The goal of the outreach plan noted above is to increase community participation, particularly among groups that are historically underrepresented in the planning process such as lower income, minority,

business and farming interests. By increasing participation from these groups, there will be wider public support for the resulting initiatives. Additionally, their participation will ensure that resulting recommendations take into consideration viewpoints and information that may not be readily available or known by those who typically participate in such events.

Have you received related technical assistance from EPA, other federal agencies, or their contractors or grantees in the past?

Yes No

If so, describe the assistance, including how the new assistance you are requesting of Smart Growth America would build upon or complement the past assistance (125 word limit)

Mansfield is one of 14 Connecticut communities participating in a 'Neighbor to Neighbor Energy Challenge' to reduce energy use by 20% by 2013. This non-profit community program is funded through a grant from the Department of Energy and educates residents on how to reduce energy use in their homes, including lighting retrofits and discounted home assessments. The Cool Planning technical assistance workshop will build on the education that started with the Neighbor to Neighbor challenge by demonstrating other actions residents and the town can take to reduce energy consumption, grow smarter and strengthen community resources.

Are you applying for related technical assistance from EPA, other federal agencies, or their grantees or contractors?

Yes No

If so, describe the assistance, including how that assistance would complement the assistance you are requesting of Smart Growth America (125 word limit)

In September, the Town applied for a HUD Community Challenge Planning Grant to assist the town in updating regulations to ensure that new development supports sustainability goals. The project includes three components: completion of a Sustainable Development and Green Building Action Plan based on the EPA Toolkit, creation of a Housing and Economic Development Strategy, and a rewrite of zoning and subdivision regulations. The SGA tool would allow us to address climate change implications and build public support for development patterns that will allow for future growth while preserving rural character. This workshop help us to craft specific goals to be included in a climate action plan as well as inform the regulatory updates planned as part of the challenge grant.



Smart Growth America
Making Neighborhoods Great Together

Planning for Economic and Fiscal Health
Provider: Smart Growth America

Summary:

Smart growth policy can help communities save money now, reduce their liabilities for the future and use targeted investment to spur economic development. The "planning for economic and fiscal health" workshop draws on successful private and public sector lessons to help local leaders foster smart growth communities that cost their taxpayers less to build, run and maintain. This workshop first brings you the latest lessons in how smart growth saves money for local governments, makes money for businesses and is integral for the long-term fiscal and economic health of the community. Using an interactive and hands-on method, the workshop then shows how to apply these lessons in your community.

Description:

The first half of the technical assistance workshop focuses on the ways in which smart growth approaches save the community money, including:

- increasing tax revenues and reducing tax burdens
- attracting new businesses
- increasing the efficiency of the labor market
- providing greater stability in times of uncertainty and rising energy costs
- investing public funds to stimulate private investment
- increasing local capital circulation
- providing a foundation for long term fiscal and economic health and competitiveness

Participants will also learn how to overcome serious barriers to implementing smart growth including:

- a lack of understanding of the relationship between development and municipal costs and revenues
- the importance of growing small and mid-size businesses
- the role of adjacency to value creation

This smart growth foundation is then applied in the second half of the day when the technical assistance team joins participating community members to look at the community's economic development plans and projects to evaluate how the current situation compares to smart growth principles. Working with the community, the team will create specific changes to strategy and identify next steps in planning for fiscal and economic health that makes sense for the community, which may include suggestions for changes to the capital budgeting process, permitting process, regulatory framework and direction of economic development incentives. A follow-up implementation memo will gauge progress and leave the community with further actionable next steps.



Assistance provided with grant support from US EPA's Office of Sustainable Communities under their Building Blocks for Sustainable Communities Program.

Application for Smart Growth America Technical Assistance

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Town of Mansfield

Name of CEO of other individual authorized to enter into agreements

Matthew W. Hart, Town Manager

Contact person

Mr. AICP, Director of Planning & Development

Organization address

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Form of government

Local Regional Tribal

Tool being applied for

- Implementing smart growth 101
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- Regional planning for small communities
- Smart growth zoning codes for small cities
- Transportation performance measurement
- Cool planning
- Parking audits
- Implementing transit-oriented development 101

Why are you applying to this smart growth tool? How will this tool help your community overcome the barriers to implementing smart growth? (350 word limit)

As home to the University of Connecticut, Mansfield finds itself in a unique situation as the national economic recession continues. While the town has experienced a dramatic reduction in new home development over the last several years as the economy has struggled, development related to the university continues. In 1995, the state approved UConn 2000, an ambitious plan to invest over \$2 billion in upgrading university facilities to attract top tier faculty and students. This investment and the need for a true downtown to serve both the university and town residents resulted in an unprecedented public-private partnership to create Storrs Center, a new mixed use development based on New Urbanist principles and incorporating a multi-modal transit center. While planning for this development began in the 1990s, it is now coming to fruition as the first phase of development will be completed for occupancy by August 2012. While the project has received broad-based support at the federal, state and local levels, there are residents concerned with the amount of public investment in the project. This concern has been amplified recently as the town budget shows an increasing reliance on general obligation bonds to fund public improvements due to a reduction in casino slot machine revenues that have traditionally been received under a state revenue sharing formula. As UConn embarks on the development of a

new technology park, proposed town investments in the development of public sewer and water systems to support revitalization of the nearby Four Corners area are coming under closer scrutiny and generating community debate as to the level of public debt that should be undertaken as part of economic development initiatives. We believe that the *Planning for Economic and Fiscal Health* workshop can assist the town and the community in better understanding the various factors that contribute to the economic health of the community and how town policies, procedures and regulations can support growth that is sustainable over the long term as well as fiscally sound. This workshop is also seen as a potential first step in building broader community consensus around future economic development initiatives.

What is the community's interest in smart growth solutions? (150 word limit)

Mansfield's commitment to pursuing smart growth is exemplified in its Plan of Conservation and Development (POCD) and the town's strategic plan, Mansfield 2020: A Unified Vision. The POCD incorporates a clear framework for future development that maintains the vast majority of town as rural agriculture, with future development limited to areas with existing or potential infrastructure. The plan includes policies that specifically support the Storrs Center development and encourage expansion of alternative transportation such as pedestrian and bike paths. This framework allows for growth while ensuring that the town's character and natural resources are preserved. While the POCD is focused on land development, the strategic plan addresses overall community goals related to education, housing, public safety, health and wellness, economic development, environmental sustainability and regionalism. The two plans in tandem showcase a community that cherishes its historic character and proactively plans for the health and wellbeing of its residents.

What is the community's need for technical assistance? (125 word limit)

Traditionally, a large portion of the town's capital improvement program has been financed by Foxwoods/Mohegan Sun casino slot machine revenues pursuant to a state revenue sharing formula. As casino revenues have decreased due to the recession, the town has been forced to increase its reliance on general obligation bonds to fund infrastructure improvements and investments in future economic development. As the town's debt has increased, so has resident concern regarding approval of new bonds, despite the fact that Mansfield has one of the lowest per capita debt ratios in the state of Connecticut (\$487/person in 2009). Better community understanding of the role of public financing and its impact on economic development is needed for the town to continue to grow in a sustainable manner.

To what level are community leaders (elected, business, community) committed to pursuing smart growth solutions? (125 word limit)

Mansfield is a fairly progressive community, both in terms of elected officials and community and business leaders. The town's commitment to smart growth has been expressed by our elected Planning and Zoning Commission through the Plan of Conservation and Development, as well as by the Town Council through its adoption of Mansfield 2020: A Unified Vision, the town's strategic plan. In particular, the POCD identifies specific areas that have the potential to support future

growth based on existing and proposed infrastructure. The support of our business community to the principles of smart growth is demonstrated by the public-private partnership between the town, University of Connecticut, Mansfield Downtown Partnership and Leyland Alliance on the development of Storrs Center, Mansfield's new downtown.

To help us assess community support for smart growth solutions, Smart Growth America requires a letter of commitment signed by the mayor, county commission chair, or comparable elected leader. The letter should state the commitment of local leaders to implement any local initiatives that result from the smart growth technical assistance offered. Upload this commitment letter here.

Attach support letter from Mayor

How does the community propose to implement the smart growth solution once assistance is received? (200 word limit)

As the town is currently in the process of developing a more comprehensive economic development program, this workshop presents a unique opportunity to build a solid foundation in smart growth and economic development principles as the community embarks upon the creation of a formal economic development plan for the town. It is expected that the economic development plan will build on the outcome of the workshop by incorporating recommendations for changes to town policies, procedures, regulations and ordinances to ensure that they encourage development that is consistent with smart growth principles and deter growth that does not complement long-term sustainability goals. An essential component of this plan will be the identification of policies and regulations that currently present obstacles to the successful growth of small and mid-size businesses, including agricultural enterprises that are seeking new and innovative ways to remain viable in this economy. The workshop and resulting economic development plan will also provide an opportunity for the town and UConn to develop a more formal partnership related to economic development initiatives, particularly with regard to attracting and retaining talent, encouraging innovation and providing the necessary infrastructure to retain successful start-ups related to the new technology park.

Describe your plan for involving the public in technical assistance (125 word limit)

To ensure participation from a wide range of interests, including residents, business owners, farmers and the university, we will work with a variety of town and community based organizations on outreach efforts. In addition to the internet, the workshop will be publicized in heavily used town facilities including the community center, library, senior center, early childhood center and schools to reach a broad cross-section of residents. For businesses, we will work with the Mansfield Downtown Partnership, Storrs Center Alliance and Windham Region Chamber of Commerce to publicize the event for their members. The town's agriculture committee and regional Advocate program will serve as our liaison to the farming community. Lastly, we will coordinate with UConn to encourage participation of university administration as well as students.

To what degree does your plan address equity issues? (125 word limit)

As a college town, Mansfield has a large and well-educated group of 246 citizen volunteers that serve on the Town's 35 advisory committees. However, these volunteers represent a small

portion of the overall population, and many serve on multiple committees. The goal of the outreach plan noted above is to increase community participation, particularly among groups that are historically underrepresented in the planning process such as lower income, minority, business and farming interests. By increasing participation from these groups, there will be wider public support for the resulting initiatives. Additionally, their participation will ensure that resulting recommendations take into consideration viewpoints and information that may not be readily available or known by those who typically participate in such events.

Have you received related technical assistance from EPA, other federal agencies, or their contractors or grantees in the past?

Yes No

If so, describe the assistance, including how the new assistance you are requesting of Smart Growth America would build upon or complement the past assistance (125 word limit)

Not applicable

Are you applying for related technical assistance from EPA, other federal agencies, or their grantees or contractors?

Yes No

If so, describe the assistance, including how that assistance would complement the assistance you are requesting of Smart Growth America (125 word limit)

In September, the Town applied for a HUD Community Challenge Planning Grant to assist the town in updating regulations to ensure that new development supports sustainability goals. The project includes three components: completion of a Sustainable Development and Green Building Action Plan based on the EPA Toolkit, creation of a Housing and Economic Development Strategy, and a rewrite of zoning and subdivision regulations. The SGA tool would allow us to address the financial implications of the resulting Housing and Economic Development Strategy and build public support for development patterns that will allow for future business and job growth while maintaining the financial sustainability of town government. This workshop will help us to identify town policies and regulations that promote economic development and are fiscally sound.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Curt Vincente, Director of Parks and Recreation; Cherie Trahan, Director of Finance
Date: October 24, 2011
Re: Mansfield Community Center Fees

Subject Matter/Background

The Community Center will be entering its ninth year of operation this fall. Each year following the original adoption of fees for membership, the Town Council has approved a fee schedule upon recommendations from staff and the marketing consultant.

Last year, in addition to a zero percent increase in membership rates, the Council approved an increase in the enrollment fee. A brief summary of that resulting change is noted below:

- Enrollment Fee – The Council increased the enrollment fee to \$35 last year. Existing members are excluded from this fee provided they renew. If an existing member does not renew, and then re-joins at a later time, the enrollment fee would apply. The enrollment fee is common in the fitness industry and provides additional incentives for members to renew annually. In the first year of enrollment fee implementation (November 1, 2008 through October 31, 2009), 728 enrollment fees at \$25 were processed, resulting in \$18,200 in revenue. In the second year of enrollment fee implementation (November 1, 2009 through October 31, 2010), 771 enrollment fees at \$30 were processed, resulting in \$23,130 in revenue. Through the first eleven months of the current operational year (Nov. 1, 2010-Sept. 30, 2011), 708 enrollment fees at \$35 were processed, resulting in \$24,780 in revenue. Staff believes this change has had a positive affect on revenue and created new options for marketing initiatives.

Attached you will find a fee recommendation schedule which represents a zero percent increase in current membership rates. As you know, after our initial rates were adopted in 2003, we had planned to increase rates incrementally each year to keep pace with inflation and typical expenditure increases rather than increase by a larger amount every two to five years. Under normal economic conditions, a nominal percentage increase of three to five percent would typically yield an additional \$13,500 to \$22,500 in revenue. However, due to the continued difficult economic climate, many people are making careful decisions about the use of discretionary income for memberships and programs. As a result, staff anticipates that an increase in rates may continue to erode

the membership base by making it difficult to recruit new members while decreasing participation in programs. This could negatively impact the overall financial health of the Recreation Fund and may negate any additional revenue generated through an increase in membership rates. We have looked at possible percentage increases, but have determined that the potential revenue would be minimal in comparison to potential negative fall-out from existing members. Increased revenue instead could be realized through slight growth in the overall membership base, which will be the marketing focus in the coming year.

Although we do not recommend an increase in membership rates for a fourth straight year, staff believes a one-month membership option would result in positive revenue. Consequently, we recommend the following fee changes:

- One-Month Membership Option – Staff is proposing a new one-month membership option because there have been requests from potential new members in recent years and it is clear that we may be losing opportunities to gain new members. There is a limited number of potential new members who are willing to pay a higher fee in lieu of making a three-month or one-year membership commitment. In the competitive market, private sector fitness facilities offer one month membership options at a higher rate. Staff estimates that in a year, about 100 potential one-month memberships could be gained, resulting in over \$5,000 in additional revenue. Corresponding to those additional one-month memberships, we propose an enrollment fee of \$15 to ensure consistency with the enrollment fee required for the three-month and annual memberships.

If the recommended fees are approved, we intend to implement these new fees on November 1, 2011. As we have done in the past, in order to remain competitive locally staff will also as part of our marketing program periodically offer incentives to attract new members.

The Recreation Advisory Committee (RAC) informally discussed staff recommendations at its August meeting and will conduct a more formal review at their upcoming meeting on October 26, 2011. All comments from RAC members to date have been supportive of the recommendations.

Financial Impact

The recommended new monthly fee option coupled with the corresponding enrollment fee would positively affect membership revenue, with a projected increase of \$6,500 in additional revenue.

Recommendation

Staff recommends that the Town Council approve the attached membership fees. If the Council concurs with the recommendation, the following motion would be in order,

Move, to approve the Community Center Fee Recommendations for the operating year beginning November 1, 2011 and ending October 31, 2012, as presented by staff in its draft fee recommendations dated October 24, 2011.

Attachments

- 1) Community Center Fee Recommendations - Year Nine
- 2) Community Center Party Rental Forms/Rate Sheets
- 3) Facility Comparison Information (2)

MANSFIELD PARKS and RECREATION DEPARTMENT
Community Center Fee Recommendations
Year Nine - Effective November 1, 2011

Proposed 10/11/11

	# in category prior year on 9/1/10	# in category as of 9/1/11	CURRENT RATES	RECOMMENDED RATES
<u>FAMILY/HOUSEHOLD - Annual</u>				
Resident - Full-use	570	539	590.00	590.00
Resident - Off-Peak	35	32	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	87	76	650.00	650.00
Ashford/Wilmington - Off-peak	7	6	see note 6 below	see note 6 below
Non-Resident - Full-use	170	157	685.00	685.00
Non-Resident - Off-peak	7	3	see note 6 below	see note 6 below
(includes 2 people, each addl. person age 17 & under OR FT dependent student 24 & under with proof)	1,958	1,843	30.00	30.00
Additional F/H member age 18 & over, not dependent			50% off indiv. Rate	50% off indiv. Rate
<u>ADULT/CHILD HOUSEHOLD - Annual</u>				
Resident - Full-use	87	69	355.00	355.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	17	19	390.00	390.00
Ashford/Wilmington - Off-peak	1	0	see note 6 below	see note 6 below
Non-Resident - Full-use	37	38	420.00	420.00
Non-Resident - Off-peak	1	1	see note 6 below	see note 6 below
(includes 1 adult and 1 child under age 14, each add'l child under age 14)	214	186	30.00	30.00
<u>INDIVIDUAL - Annual</u>				
Resident - Full-use	383	347	330.00	330.00
Resident - Off-Peak	51	42	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	73	87	355.00	355.00
Ashford/Wilmington - Off-peak	8	8	see note 6 below	see note 6 below
Non-Resident - Full-use	220	207	390.00	390.00
Non-Resident - Off-peak	20	18	see note 6 below	see note 6 below

ANNUAL RATE NOTES:

- 1) Above rates are for annual fee paid in full
- 2) A 3% service charge is added for monthly payments
- 3) Rates may vary slightly from time to time for marketing promotions
- 4) Proof of address/household of residence required for all members age 18 and older
- 5) Full year commitment required. Refunds or Cancellations offered only in extenuating circumstances
- 6) Off-Peak rates will be maintained for existing members who continue, but is no longer available for new members (10/1/08)

MANSFIELD PARKS and RECREATION DEPARTMENT
Community Center Fee Recommendations
Year Nine - Effective November 1, 2011

Proposed 10/11/11

	# in category prior year on 9/1/10	# in category as of 9/1/11	CURRENT RATES	RECOMMENDED RATES
<u>FAMILY/HOUSEHOLD - 3 Month Option</u>				
Resident - Full-use	34	46	195.00	195.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	4	5	215.00	215.00
Ashford/Wilmington - Off-peak	0	0	see note 6 below	see note 6 below
Non-Resident - Full-use	22	27	225.00	225.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below
(includes 2 people, each addl. person age 17 & under OR FT dependent student 24 & under with proof) additional F/H member age 18 & over, not dependent	110	138	30.00	30.00
			50% off indiv. Rate	50% off indiv. Rate
<u>ADULT/CHILD HOUSEHOLD - 3 Month Option</u>				
Resident - Full-use	8	13	120.00	120.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	2	2	130.00	130.00
Ashford/Wilmington - Off-peak	0	0	see note 6 below	see note 6 below
Non-Resident - Full-use	9	10	140.00	140.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below
(includes 1 adult and 1 child under age 14, each add'l child under age 14)	25	32	30.00	30.00
<u>INDIVIDUAL - 3 Month Option</u>				
Resident - Full-use	59	56	110.00	110.00
Resident - Off-Peak	1	1	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	20	12	120.00	120.00
Ashford/Wilmington - Off-peak	1	0	see note 6 below	see note 6 below
Non-Resident - Full-use	58	25	130.00	130.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below
Total Memberships - all categories (as of 9/1/10 & 11)	1,992	1,846		
Total Members - all categories (as of 9/1/10 & 11)	4,299	4,045		

3 MONTH OPTION NOTES:

- 1) Above rates must be paid in full
- 2) Conversion to annual membership will be pro-rated only within the first month
- 3) No refunds or cancellations for any reason
- 4) Proof of address/household of residence required for all members age 18 and older
- 5) Rates may vary slightly from time to time for marketing promotions
- 6) Off-Peak rates will be maintained for existing members who continue, but will no longer be available for new members

MANSFIELD PARKS and RECREATION DEPARTMENT
Community Center Fee Recommendations
Year Nine - Effective November 1, 2011

Proposed 10/11/11

	# in category prior year on 9/1/10	# in category as of 9/1/11	CURRENT RATES	RECOMMENDED RATES
<u>INDIVIDUAL ONLY - One Month Option</u>				
Resident	n/a	n/a	n/a	50.00
Ashford/Willington	n/a	n/a	n/a	55.00
Non-Resident	n/a	n/a	n/a	60.00

3 MONTH OPTION NOTES:

- 1) Above rates must be paid in full
- 2) Conversion to annual membership will be pro-rated only within the month
- 3) No refunds or cancellations for any reason
- 4) Proof of address/household of residence required for all members age 18 and older
- 5) Rates may vary slightly from time to time for marketing promotions

DAILY ADMISSION

Resident - Infant/Toddler (under age 3)	1.00	1.00
Resident - Youth (ages 3-17)	5.00	5.00
Resident - Adult (ages 18-61)	9.00	9.00
Resident - Senior Citizens (ages 62+)	7.00	7.00
Ashford/Willington - Infant/Toddler (under age 3)	2.00	2.00
Ashford/Willington - Youth (ages 3-17)	6.00	6.00
Ashford/Willington - Adult (ages 18-61)	10.00	10.00
Ashford/Willington - Senior Citizens (ages 62+)	8.00	8.00
Non-Resident - Infant/Toddler (under age 3)	3.00	3.00
Non-Resident - Youth (ages 3-17)	7.00	7.00
Non-Resident - Adult (ages 18-61)	11.00	11.00
Non-Resident - Senior Citizens (ages 62+)	9.00	9.00
Discount Book of 10 visits	10 % discount res. rate above	10 % discount res. rate above
Guest Pass (with member)	FREE	FREE

TEEN CENTER

MISCELLANEOUS

Insufficient Fund Fee	25.00	25.00
Freeze Fee (3 month)	20.00	20.00
Fitness Flex Program Package	225.00	225.00
Enrollment Fee	35.00	35.00
Enrollment Fee - One Month Option	n/a	15.00
Credit Card Convenience Fee (online only)	3% per transaction	3% per transaction

FACILITY RENTAL RATES

See attached party rental forms		
Safe Graduation - Out of Town Schools	18/person	18/person
Safe Graduation - E.O. Smith (50% discount)	9/person	9/person



Mansfield Community Center

PARTY PLANNING FORM

10 S. Eagleville Road, Storrs, CT 06268, (860) 429-3015

Please take the time to review the information below and return this form to the Mansfield Community Center *with payment in full* to reserve a room for your party. Parties **MUST** be reserved at *least two weeks in advance* for planning purposes. Please call 429-3015 for more information. *Please note that parties must include the Arts and Crafts Room or the Community Room.* Your reservation is not confirmed until we call you. Please pick a second choice in case your first choice is not available.

Name _____ Child's age _____ Child's Gender _____ # of party guests _____
 Daytime Phone _____ Evening Phone _____ # of extra adults _____
 Address _____ Street _____ City _____ ZIP _____

Community Room Times

Fri., 7-9 p.m.	Sun., 12:30-2:30 p.m.
Sat., noon-2 p.m.	Sun., 4-6 p.m.
Sat., 4-6 p.m.	
Sat., 7:30-9:30 p.m.	

Arts and Crafts Room Times

Fri., 7-9 p.m.	Sun., 11 a.m.-1 p.m.
Sat., noon-2 p.m.	Sun., 2:30-4:30 p.m.
Sat., 4-6 p.m.	Sun., 6-8 p.m.
Sat., 7:30-9:30 p.m.	

Room requested 1st choice _____ 2nd choice _____
 Date requested _____ Alternate date _____
 Time requested _____ Alternate time _____

Please check you choices and write the prices in the right column.

	Mem.	Non. Mem.	Price
Community Room (holds up to 50 people) ROOM ONLY	\$75	\$150	
Community Room WITH kitchen (use of space in refrigerator/freezer, and/or stove) ROOMS ONLY	\$90	\$180	
Arts and Crafts Room (holds up to 20 people) ROOM ONLY	\$50	\$100	
Arts and Crafts Room WITH Teen Center (Available on Sat. noon-2pm and all times Sun.) ROOMS ONLY	\$80	\$160	
SPLASH PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in the pool, 1 pool inflatable) Pool Time? _____ (\$15 for additional inflatable) Circle 1: snake star fruit slice saucer sea saw Therapy Pool may or my NOT be available.	Up to 10 people	\$40	\$60
	11+ people	\$65	\$85
FUN & GAMES PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in 1/2 the gym with MCC staff to run your child's favorite games, all gym equipment needed) Gym Time? _____	\$50	\$75	
SLIDE PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in 1/2 the gym with the 12 foot inflatable slide and MCC staff to supervise) Gym Time? _____	\$150	\$250	
INDOOR SPORTS PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in 1/2 the gym with MCC staff to organized and lead your child's favorite indoor sport) Circle 1: basketball, futsal (soccer), volleyball, kickball, flag football, other: _____ Gym Time? _____	\$50	\$75	
PRE-SCHOOL PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in 1/2 the gym with MCC staff to set up our tot toys. Appropriate for ages 5 and under.) Gym Time? _____	\$30	\$45	
Cheese Pizza/Soda or Juice (2-3 slices per person) _____ people @	\$5	\$6	
Ice Cream Cake Name on Birthday Cake _____ Ice Cream Flavor (Circle One) Vanilla Chocolate Both _____ people @	\$3	\$4	
Refundable Security Deposit (returned after the party if no damage is done)(separate check)	\$25	\$25	
Total Party Package (Form will not be accepted and room will not be reserved until payment is made in full)			

For Office Use Only		
Received	Date	Initials

Mansfield Community Center
Facility Pricing Comparison (As of September 1, 2011)

Facility	Amenities	Enrollment Fee	Rates	Annual Amount
Cardio Express (Mansfield, Tolland and other locations)	Cardio Equipment, Strength Equipment, 5 Types of Drop-In Group Training Classes, Tanning	\$0 down/\$19.99 month* 12 month contract \$29 down/\$10.00 month* No contract Special until 9/30/11 30 Day free trial membership - no tanning or spinning	\$10 One Day (with member) \$15 One Day \$59 One Month \$159 Three Months *All subject to one time \$20 processing fee and \$39 annual maintenance fee	Express \$229.00* No tanning X-Zone \$279.00* With tanning Paid in full
Coventry Fitness	Cardio Equipment, Strength Equipment	One time fee \$49.95* for no commitment \$0* down for 12 month contract \$0 down for students	Regular members \$29.95* a month Student membership 3 months \$75, 1 year \$275 or school year valid till 5/31/12 \$175 Small Group Personal Training \$10 per session	\$359.40 \$275.00
CrossFit (Storrs)	Personal Training, Group Classes Strength Training, Plyometric Equipment	One free trial class 3 Mandatory "On Ramp Classes" for any plan \$99	Unlimited Classes Military/Police/Fire/EMS - \$99 Full Time Student - \$109 Husky Plan 3 Mo. Paid in Full \$300 1 Year Contract - \$119 month 6 Month Contract - \$139 month Month to Month Contract - \$169 Drop In Rate -\$15, 10 Class Punch Card \$135 20 Class Punch Card for \$270	Regular annual \$1428 1 Year Pay in Full - \$1,200 (2 1/2 Mo. free)
Super Future Fitness (North Windham)	Cardio Equipment, Strength Equipment, 12 Types of Fitness Classes, Babysitting, Tanning, Sauna	\$19.95 down/\$19.95 month for 1 year \$49.95 down/\$10 month, \$39.95 annual fee. No contract	All inclusive 1 yr contract: \$19.95 down, \$19.95/mo, \$19.95 annual fee Express membership no contract. Gym only, no tanning, no classes no spinning. \$49.95 down, \$10/mo, \$39.95 annual fee. Students \$19.95 down, \$24.95/mo, \$19.95 annual fee no contract	\$279.30 \$209.90 \$339.30

Individual Rate comparison only. Most other facilities do not have comparable Family Rates.

Mansfield Community Center
Facility Pricing Comparison (As of September 1, 2011)

Facility	Amenities	Enrollment Fee	Rates	Annual Amount
UConn Recreation Center	Cardio Equipment, Strength Equipment, Lap Pool, Indoor Track, Basketball, Volleyball & Badminton Courts, Racquetball, Climbing Center	None	Faculty and Staff (retired F/S) of UConn \$100.00 per semester (Spouse/Domestic partner-\$135.00 per semester) Non-Degree Student Affiliates of UConn \$100.00 per semester UConn branch, medical and law students \$25.00 per semester Alumni of UConn \$135.00 per semester Community Member \$170.00 per semester Guest \$7.00 per day	\$300.00 \$75.00 \$405.00 \$510.00
Mansfield Community Center	Cardio and Strength Equipment, Indoor walking/Jogging Track, Lap Pool, Therapy Pool, Gymnasium, Child Care, Over 30 Types of Fitness Classes, Family Fun Nights & Activities, Teen Center, Parent-Tot Open Gym, Community Room Drop-In Games and Ping Pong, Adult Futsal, Basketball and Volleyball	\$35	Resident- \$28.33/mo Non-Resident- \$33.48/mo Ashford/Willington- \$30.47/mo	\$330.00 \$390.00 \$355.00

Individual Rate comparison only. Most other facilities do not have comparable Family Rates.

What is important to you in your fitness and recreation facility?

	Mansfield Community Center	Uconn Recreation Center	Super Future Fitness	Cardio Express	Coventry Fitness	CrossFit Storrs
Cardio Equipment	☑	☑	☑	☑	☑	☑
Strength Training Equipment	☑	☑	☑	☑	☑	☑
Free Weights	☑	☑	☑	☑	☑	☑
Lap Pool	☑	☑	×	×	×	×
Therapy Pool	☑	×	×	×	×	×
Fitness Class Offerings	☑ over 30 varieties	☑ 15 varieties	☑ 12 varieties	☑ 5 varieties	☑ 3 varieties	☑ 3 varieties
Child Care	☑	×	☑	×	×	×
Walking/Jogging Track	☑	☑	×	×	×	×
Racquetball	×	☑	×	×	×	×
Climbing Center	×	☑	×	×	×	×
Gymnasium	☑	☑	×	×	×	×
Drop in Adult Basketball, Volleyball, Futsal	☑	☑	×	×	×	×
Teen Center	☑	×	×	×	×	×
Family Fun Nights	☑	×	×	×	×	×
Parent & Tot Activities	☑	×	×	×	×	×
Youth Programs	☑	×	×	×	×	×
Family Activities	☑	×	×	×	×	×
Drop-in Games	☑	×	×	×	×	×
Ping Pong Tables	☑	☑	×	☑	×	×
Tanning	×	×	☑	☑	☑	×
Open 24 Hours	×	×	×	☑ weekdays	☑	×
Average Annual Individual Rate	\$330-Mansfield (\$35 down) \$356-Ashford/Willington (\$36 down) \$390-Non-Resident (\$36 down)	\$300-Faculty/Staff \$405-Alumni \$510-Community Member	\$279.30, (\$19.95 down) \$19.95 processing fee.	\$239.88 (\$0 down, \$19.99/month, \$20 fee, \$39 annual fee with tanning)	\$359.40 (\$0 down 12 mo. contract, no contract \$49.95 down) \$29.95/mo.	\$1428, plus \$99 for 3 mandatory classes

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager
Date: October 24, 2011
Re: Fiscal Year 2011/12 Wage and Benefits Adjustment for Nonunion Personnel

Subject Matter/Background

The Town Council establishes compensation for town employees on a fiscal year basis (July 1 through June 30). With respect to salary, the Town pays regular nonunion personnel according to the Town Administrators Pay Plan, which is organized on a pay grade and step system.

The following recommendations for changes to the compensation for regular, nonunion employees was presented to and endorsed by the Personnel Committee at its October 14, 2011 meeting. The recommendations are as follows:

- **Wages.** Increase the pay rates in the Town Administrators Pay Plan by 1.5% retroactive to July 1, 2011 and by 1.5% on January 1, 2012.

This wage increase is consistent with changes implemented for the Public Works and Professional and Technical bargaining units. We are still negotiating a successor collective bargaining agreement with the Fire union.

- **Health Insurance Cost Share.** Increase premium share from 12.5% to 13% for the point of enrollment (POE) plan, effective January 1, 2012. The proposed employee share of the premium is consistent with what is in place for the public works and professional and technical bargaining units. The January 1, 2012 implementation date for the premium change would give management the ability to communicate the information during our annual open enrollment (occurs in November with changes taking effect January 1, 2012). No changes to the preferred provider organization (PPO) plan are recommended.
- **Payment in Lieu of Health Insurance for Retirees.** Provide that employees retiring after July 1, 2011 may also participate in the payment in lieu of health benefits program which provides a payment a of \$1,740 per year if the participant is age 65 or older or Medicaid/Medicare eligible, and a payment of \$2,520 per year if the participant is under age 65 and not Medicaid/Medicare eligible. The requirements of the retiree payment in lieu or health insurance program will apply.

Eligible public works and professional and technical retirees are able to participate in this program.

- **Longevity.** Increase longevity amounts to: \$575 for 6 years of service but less than 10 years; \$650 for 10 years of service but less than 15 years; \$750 for 15 years of service but less than 20 years; and \$900 for 20 years of service or more. These longevity amounts are consistent with the public works and professional and technical bargaining units.
- **Tuition Reimbursement.** Increase reimbursement for approved educational and training programs at 100% of cost to a maximum of \$1,200 per employee per year. The current amount of \$750 has not been altered since the mid-1990's and does not cover the costs of one course at either of our neighboring universities. This tuition reimbursement amount is consistent with the professional and technical bargaining unit.

Financial Impact (Preliminary Analysis)

Nonunion positions (regular and non-regular) represent approximately 30% of total town salaries. The recommended increase in wages totals approximately \$85,000; FY 11/12 costs include code enforcement staff that have been increased to full-time schedules to accommodate the Storrs Center project. There are funds in contingency and the Storrs Center Area Improvements Project budget to cover the cost of the wage increase.

As you will recall, last year fiscal year the Town utilized a split wage approach (1.5% on July 1 and 1.5% on January 1) which resulted in a 2.25% *annual* wage increase. Employing the split wage approach (1.5% on July 1 and 1.5% on January 1) for a second consecutive year would result in an annual wage increase of 3%. By contrast, if the Town were to award a 3% wage increase at the start of this fiscal year, the annual wage increase would total 3.6%, due to the split approach used last fiscal year.

Because of good claims experience stabilizing and/or decreasing health insurance premiums, employees electing different coverage, and some employees opting out of our health insurance program, health insurance costs are expected to decrease significantly for this fiscal year. However, the state mandated contribution to MERS (pension) has increased by 2%. Under this proposal, the overall anticipated impact of wage and benefit changes for our nonunion regular employees would represent approximately a 3.5% increase, which may appear inflated due to the increase in staff hours noted above. (For more detailed estimates please refer to the attachment.)

Recommendation

If the Town Council concurs with the Town Manager's and the Personnel Committee's recommendations, the following motion is in order:

Move, to authorize the Town Manager to: 1) increase the pay rates in the Town Administrators Pay Plan by 1.5 percent retroactive to July 1, 2011 and by another 1.5 percent effective January 1, 2012; and 2) to make the additional changes to the health insurance benefits, longevity, and tuition reimbursement for nonunion employees as presented in this memorandum dated October 24, 2011.

Attachments

- 1) Summary Table of Wage & Benefit Costs - FY 10/11 and FY 11/12
- 2) Positions Impacted by Changes to Nonunion Compensation

Town of Mansfield
NonUnion - Salary and Benefits Estimates

Fiscal Year	Est. Salaries *	FICA or ICMA	Medicare	MERS	Longevity	Life Ins.	STD	LTD	Health Ins. (Town Share)	Total	% Change
FY 10/11 - Benefits Eligible	2,068,443	128,243	29,992	196,502	10,900	5,748	9,812	10,245	264,800	2,724,686	
FY 10/11 - Non-Benefits Eligible	163,161	3,263	2,366	--	--	--	--	--	--	168,790	
<hr/>											
FY 11/12 - Benefits Eligible	2,147,267	133,131	31,135	248,224	10,025	6,071	10,135	10,853	222,239	2,819,081	3.5%
FY 11/12 - Non-Benefits Eligible	169,080	3,382	2,452	--	--	--	--	--	--	174,913	

Assumptions/Notes:

Per state mandate, MERS increased appx. 2% for FY11/12

Part-time non-benefits eligible employees participate in a FICA alternative plan administered by ICMA

Longevity includes applicable taxes, amounts may vary slightly based upon employee anniversary dates/rentention.

Costs include all funds

FY 11/12 wage costs reflect two positions that have been brought to full-time to accommodate Storrs Ctr. workload.

FY 11/12 wage costs reflect the cost of a 20 hr/wk position that was brought to a 25 hr/wk position through the budget process.

NONUNION REGULAR POSITIONS**Grd****Non Union Regular - Benefits Eligible**

HUMAN RESOURCES ASSOCIATE (PT)	14
ACCOUNTANT	15
EARLY CHILDHOOD SVCS. COORDINATOR	15
EXECUTIVE ASSISTANT TO TOWN MANAGER	15
INFORMATION TECHNOLOGY SPECIALIST*	15
PARKS COORDINATOR (PT)	15
DEPUTY FIRE MARSHAL	17
CODE ENFORCEMENT OFFICER	17
BUDGET ANALYST	18
LIBRARIAN (3)	18
NETWORK ADMINISTRATOR* (2)	18
SUPERINTENDENT OF PUBLIC WORKS*	20
ACCOUNTING MANAGER-TREASURER	21
ASSISTANT DIRECTOR PARKS & RECREATION	22
ASSISTANT TO TOWN MANAGER	22
TOWN CLERK	22
DIRECTOR OF FACILITIES MANAGEMENT*	23
FIRE MARSHAL - EMG MGMT DIRECTOR	23
DIRECTOR OF BUILDING & HOUSING INSPECTION	24
DIRECTOR OF HUMAN SERVICES	25
LIBRARY DIRECTOR	25
DIRECTOR OF PARKS & RECREATION	26
DIRECTOR OF PLANNING	26
FIRE CHIEF	26
DIRECTOR OF PUBLIC WORKS	29
DIRECTOR OF FINANCE	32

Non Union - Regular Part Time Benefits Eligible (Not Classified In Pay Plan)

KITCHEN AIDE (Sr. Svcs)

Non Union - Regular Part-time Non-Benefits Eligible

SEXTON	8
FITNESS SPECIALIST	9
SR. SVCS. TRANSPORTATION COORDINATOR	9

Non Union - Regular Part Time Non-Benefits Eligible (Not Classified In Pay Plan)

ADMINISTRATIVE ASSISTANT (to Fire Chief)
LIBRARY ASSISTANT (3)
POLICE OFFICER (3)

* Denotes 40 hour work week

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager
Date: October 24, 2011
Re: Amendments to Town of Mansfield Personnel Rules

Subject Matter/Background

The Personnel Rules are a set of policies and procedures mostly applicable to the Town's non-union workforce. The Rules were originally adopted in 1972 and have been revised eight times. The Rules were last revised in 1995 and many of the recommended changes to the Personnel Rules are "housekeeping" in nature, meaning that language has been modernized to reflect current practices and laws.

The substantive recommended changes are as follows:

- Modification to the system for forfeiting compensatory leave balances in excess of the allowable amounts for exempt employees (page 20)
- Reduction in the workers compensation wage supplement from six months to four months (page 36)
- Extending participation in the retiree payment in lieu of health insurance program to non-union employees (page 60)
- Employees on any type of leave that exceeds three months are not eligible to accrue leave during the extended absence

Historically, the Town Council makes changes to non-union wages and benefits through adoption of a resolution, a separate process from adoption of the Personnel Rules. In 2003, the Council authorized significant changes to sick leave benefits and the implementation of disability insurance; those changes are reflected in the recommended revisions to the Rules.

Non-union employees have been provided the opportunity to provide feedback regarding the rules; limited feedback was received. The revised rules will be distributed to employees and placed on the employee intranet.

The Personnel Committee has completed its review of the recommended revisions to the Personnel Rules and recommends the adoption of these revisions.

Legal Review

The law firm Jordan Burt LLP provided assistance in preparing the recommended revisions to the personnel rules; Jordan Burt has experience with and knowledge of employment law in Connecticut.

Recommendation

If the Town Council concurs with the Town Manager's and Personnel Committee's recommended revisions to the Personnel Rules, the following motion is in order:

Move, effective October 24, 2011 to adopt the Personnel Rules as presented by staff and endorsed by the Personnel Committee.

Attachments

- 1) Recommended revisions to the Personnel Rules with strikethroughs
- 2) Recommended revisions to the Personnel Rules without strikethroughs

Town of Mansfield
PERSONNEL RULES

Adopted: July 31, 1972
Revised: March 6, 1978
June 11, 1979
December 10, 1979
November 25, 1985
May 22, 1989
February 10, 1992
December 13, 1993
February 27, 1995
October 24, 2011

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INTRODUCTION

This booklet has been prepared to provide you with a ready reference of:

1. Rules, regulations and policies regarding the Town of Mansfield's human resources program; and
2. The benefits for which you are eligible as an Employee of the Town of Mansfield.

The contents herein are presented as a matter of information only and are not to be understood or construed as a promise or contract between the Town and its Employees. Any oral statements or representations which conflict with this position are unauthorized and may not be relied upon by any employee.

These Personnel Rules and Regulations are not intended to cover all topics or circumstances. The Town reserves the right to respond to specific situations in the manner the Town believes best suits the needs of the Town and the Employee(s) involved.

Employees covered by a Collective Bargaining Agreement will be governed by the policies set forth in their respective Agreement to the extent such policies differ from the policies outlined herein.

The Town of Mansfield reserves the right to modify, revoke, suspend, terminate or cancel at anytime all or any part of its rules, regulations and policies as circumstances may require. The language used in the Personnel Rules and Regulations is not intended to create nor is it to be construed to constitute an employment contract.

All Employees are urged to read this manual carefully and at their earliest convenience. Any questions concerning this material should be directed to the Town Manager's Office.

DEFINITIONS OF PERSONNEL TERMS

1. **ALLOCATION** means the official assignment of an individual position to an appropriate class on the basis of the kind, difficulty, and responsibility of the work actually performed in the position.
2. **APPOINTING AUTHORITY** means an office or agency subject to the Town Charter having power to make appointments to positions.
3. **CLASS** or **CLASS OF POSITIONS** means a group of positions sufficiently alike in duties, authority, and responsibility to justify the application of same class title, qualifications, and salary range to all positions in the group and the use of the same tests of fitness in recruiting.
4. **CLASSIFIED SERVICE** means all positions in the Town service except elected officers, members of boards and commissions and officers appointed by the Council or the Town, the Town Manager, employees of the Board of Education, persons employed in a professional or scientific capacity to make or conduct temporary and special inquiries, investigations or examinations. For the purpose of these rules, the term "employees in the classified service" and "positions in the classified service" shall be used interchangeably.
5. **JOB DESCRIPTION** means the written description of a class containing the official title, a statement of the duties, authority, and responsibilities of the class and the qualifications that are necessary or desirable for the satisfactory performance of the duties of the class.
6. **CONTINUOUS SERVICE** means the employment by the Town without break or interruption. Leaves of absence with pay and approved leaves without pay of 12 weeks or less shall not interrupt continuous service nor be deducted therefrom. Military service does not constitute a break in service. All absences without approved leave in excess of three work days in any calendar month shall be deducted from and shall interrupt continuity of service.
7. **DEMOTION** means the change of an employee from a position in one class to a position in another class having a lower maximum salary rate.
8. **DISMISSAL** means the complete separation of an employee from Town service by failure of the employee to successfully complete his/her probationary period, or separation of a regular employee after she/he is given written notice.
9. **ELIGIBLE** means a person whose name is on an active employment list.

10. EMPLOYEE means a full-time, regular employee who has completed a probationary period.
11. EXEMPT EMPLOYEE means any employee who is not subject to minimum wage and overtime requirements as provided by Connecticut law, the Fair Labor Standards Act and related regulations.
12. FULL-TIME POSITION means a position requiring the observance of normal working hours, as stipulated in Section 6.1.a and 6.1.b, on a year-round basis.
13. LAYOFF means separation of an employee from the service of the Town due to lack of work or funds or elimination of the position held by the employee due to reorganization, a change in duties or other reasons related to the Town's operations.
14. INTERIM EMPLOYEE means a temporary employee whose appointment exceeds three months; this term will normally be used to characterize employees hired to fill grant funded positions.
15. MERIT means a system by which the Town seeks to treat employees and candidates for employment on the basis of their competence to perform the work which the Town considers to be in its best interest to require.
16. NON-EXEMPT EMPLOYEE means any employee subject to minimum wage and overtime requirements as provided by Connecticut law, the Fair Labor Standards Act and related regulations.
17. NON-REGULAR EMPLOYEE means an employee who is a seasonal or temporary employee.
18. OPEN COMPETITIVE TEST means a test open to all qualified persons including permanent Town employees.
19. PART-TIME POSITION means a position involving sub-normal working hours, such as a few hours a day or days a week on a regular recurring basis and paid on a proportional basis at one of the weekly rates established for full-time employment.
20. PERMANENT POSITION means a regularly established position in the classified service in which the duties are of such a nature that it can be reasonably assumed that the position will continue indefinitely.
21. PERSONNEL APPEALS BOARD means a three-member committee that seeks to assure the employment system of the Town is fair and equitable for both the Town and its employees.

22. POSITION means a related group of duties within an organization unit assigned to an employee.
23. PROBATIONARY PERIOD means a working test period during which an employee's fitness to perform the duties of the appointed class of position is demonstrated through the actual performance of those duties.
24. PROMOTION means advancing an employee from a position in one class to a position in another class having a higher maximum salary range.
25. PROMOTION TEST means a test to determine which employees in a particular class merit advancement to a higher class, admission to the test being limited to regular employees in the classified service who possess the required qualifications.
26. PUBLIC HEARING means a hearing after public notice at which any person may have a reasonable opportunity to be heard.
27. RECLASSIFICATION means a transfer of an employee from one class to another.
28. REGULAR EMPLOYEE means an employee other than a seasonal or temporary employee who has been regularly and legally appointed to a position in the classified service after satisfactorily completing a working test period (probation) in accordance with these Rules.
29. SEASONAL POSITION means a position requiring the observance of scheduled full or part-time working hours but which is filled only during certain months or seasons of the year.
30. SUSPENSION means the temporary separation of an employee from the service for disciplinary reasons and for a definite period specified in writing.
31. TEMPORARY EMPLOYEE means any employee appointed to a temporary position or temporarily appointed to fill a regular position.
32. TEMPORARY POSITION means a regularly established position in the classified service created for a designated period of time not to exceed one year.
33. TEST means any procedure upon which an employment decision is based.
34. TRANSFER means a change of an employee from one position to another position, whether in the same department or another department, in the same class or another class having the same minimum and maximum

salary limits, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Chapter 1

GENERAL MERIT AND ANTI-DISCRIMINATION POLICIES

- 1.1 Personnel Policy. It is hereby the declared personnel policy of the Town of Mansfield that:

Employment in the Town government shall be based on merit, and free of personal or political considerations;

Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of the Town government;

Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis;

Appointments, promotions and other actions requiring the application of merit principles shall be based on systematic tests and evaluations;

Every consideration shall be given to the rights and interests of employees consistent with the best interests of the public and the Town;

Every employee is expected to comply with the spirit and intent of this merit system.

- 1.2 Equal Opportunity Employer. The Town of Mansfield is an equal opportunity employer. Except in the case of a bona fide occupational qualification or need, the Town does not discriminate in hiring or other personnel actions on the basis of any legally-protected class basis, including race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, veteran status, present or past history of mental disability, mental retardation, learning disability or physical disability, including, but not limited to, blindness.
- 1.3 Sexual and Other Unlawful Harassment. Please refer to the Town's sexual harassment policy, attached as Exhibit A to these rules.

Chapter 2

PURPOSE AND SCOPE

- 2.1 Purpose of Rules. It is the purpose of these rules to give effect to the Town Charter which states that:
- " Consistent with all applicable federal and state laws, the Town Council shall provide by ordinance for the establishment, regulation, and maintenance of personnel policies necessary for effective administration of the Town's departments, offices and agencies, including but not limited to classification and pay plans, merit systems, examinations, force reduction, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations, including collective bargaining units. " (Section c602)
- 2.2 Scope. The classified service shall include appointees to all positions now or hereafter created except the following:
- a. Elected officials and persons appointed to fill vacancies in elective offices
 - b. Members of boards and commissions
 - c. The town manager, town attorney, and other officers appointed by the Council
 - d. Employees of the Board of Education
 - e. Persons employed in a professional capacity to make or conduct a temporary or special inquiry, study or investigation
 - f. Temporary and seasonal employees as defined in Section 7.4
 - g. Persons employed on a contractual basis
 - h. Students participating in work study programs
 - i. Persons employed by non-profit entities and government agencies other than the Town
 - j. Volunteer personnel
- 2.3 Application. Provisions of these personnel rules may be specifically included in and are subject to labor contracts negotiated with Town

employees' bargaining units constituted under Section 7-467 to 7-477 inclusive of the General Statutes of Connecticut.

- 2.4 Omission. Provisions relating to the employment and tenure of employees to whom these Rules are applicable which are not specifically addressed by these Rules shall be determined by the town manager.

Chapter 3

ADMINISTRATION

- 3.1 Administration of Merit System. The merit system shall be administered by the town manager acting as the personnel director.
- 3.2 Technical Personnel Services. The town manager may contract with any qualified person or agency for the performance of such technical services as may be needed in the establishment and operation of the personnel program.
- 3.3 Delegation of Authority. As stated in Section C503 of the Town Charter: "The manager may designate one of his appointees to serve as acting manager during the manager's absence."
- 3.4 Delegation of Authority to Department Heads. The town manager may delegate to department heads or his or her designee the authority to take personnel actions in their departments in accordance with these rules.
- 3.5 Departmental Regulations. Subject to the approval of the town manager, a department head may develop regulations for the operation of his/her unit.
- 3.6 Amendments to the Personnel Rules. Any amendments to these Rules shall become effective upon approval by the Town Council and filing by the town manager with the town clerk. Copies of any amendments shall be distributed to all members of the classified service.

Chapter 4

CLASSIFICATION PLAN

- 4.1 Classification of Positions. All positions in the classified service shall be grouped into classes and each class shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skills, and personal qualities are applicable thereto.
- 4.2 Class Specifications. Written job descriptions shall be prepared for each class. Each job description shall include a class title, a description of the duties and responsibilities of the class, and the minimum qualifications required of applicants seeking appointment. Class specifications shall be descriptive and explanatory and shall not be restrictive.
- 4.3 Classification Plan. The Classification Plan is available in the office of the town manager and is hereby incorporated by reference along with any amendments thereto which may be recommended from time to time by the manager and adopted by the Town Council.
- 4.4 Reclassification of Positions. Whenever the duties and responsibilities of an existing position are so changed that the position in effect becomes one of a different class from that to which it is allocated, the town manager, on his/her own initiative or at the request of a department head, shall study the position and recommend re-allocation to the appropriate class. A reclassified position is not a new position and does not constitute the filling of an open position, and therefore is not subject to the positing requirements set forth in Section 7.1.
- 4.5 Employee Request for Reclassification. Any regular non-union employee may make a written request for a review of the classification of his/her position at any time, provided no such review had been made in the previous twelve months. The reclassification request shall be handled according to the following procedure.
- a. The request shall be made through the department head. The department head shall forward the request to the Town Manager.
 - b. Upon completing his/her investigation, the Town Manager may reclassify the position effective on the date of his/her decision or may order removal of the duties.
 - c. If the employee's request and information from the department disclose that the employee is performing such duties as to require the

creation of a new job classification, the Town Manager may develop a job description and assign a pay range for the new position or may order removal of the duties.

- 4.6 Status of Employees Upon Reclassification. Upon the reclassification of a position from one class to another class of the same, a lower level or a higher level, the method of filling the position shall be determined in accordance with the appropriate rules regarding transfers, demotions or promotions. An employee occupying a reclassified position at the same grade level shall continue in the position if the change is in class title only; or, if the change is in recognition of the gradual change in duties and the employee has been satisfactory or better in performance of the duties of the position. The town manager may, before recognizing an employee's right to retain a position reclassified to a higher level, require evidence of the qualifications and fitness of the incumbent including hearings, investigations and/or non-competitive examination.
- 4.7 When an employee is reclassified to a class with a higher base maximum rate, the town manager shall have the discretion to set the beginning pay rate at any rate equal to or higher than the lowest step in the higher range that will provide an increase of approximately 510% over the rate received prior to reclassification, provided the new range will permit such an increase. If the pay range for the class does not allow for a 510% increase, the increase shall be the highest rate available in the pay range for that class. When an employee is reclassified to a class with a lower base maximum rate, the beginning rate shall be at the step in the lower range that is closest to the rate received prior to reclassification, provided the new range will permit such an increase.

Chapter 5

PAY PLAN

- 5.1 Guidelines for Establishing Salaries. In order to assure the recruitment and retention of personnel necessary to maintain a continued high level of public service, it is the policy of the Town that the level of compensation of municipal employees should compare equitably with prevailing rates among the Town's workforce and in the relevant labor market. In carrying out this policy, consideration shall be given the various positions, rates paid for comparable services in public and private employment, experience in recruiting for such positions and availability of funds. Any annual changes made by the Town Council to compensation terms are hereby incorporated into these Rules, and any Rules that are contrary to such changes are null and void to the extent they conflict only.
- 5.2 Preparation of the Plan. The town manager shall prepare a uniform and equitable pay plan which shall consist of minimum and maximum rate of pay for each class and such intermediate rates considered necessary or equitable. The pay plan shall be submitted to the Town Council for action. The salary ranges for positions in the classified service shall consist of those listed in the approved annual budget and collective bargaining agreements, as amended from time to time.
- 5.3 Pay Surveys. The town manager shall make comparative studies of factors affecting the level of salary ranges when deemed appropriate. On the basis of the information derived from the studies, requests for adjustments in salary ranges shall be initiated by the town manager and submitted to the Town Council for action.
- 5.4 Pay Increases by Merit. An employee may receive an annual salary increase for meritorious service consistent with the approved pay plan. Increments are not to be considered automatic or based on length of service alone. Such increase shall be given upon the recommendation of the employee's department head.
- 5.5 Entrance Salary Rates.
- a. Starting Rate on Initial Employment. The entrance pay rate of a class shall normally be offered for recruitment purposes and shall normally be paid upon appointment to the class. The town manager may approve initial compensation at a rate higher than the minimum in the pay range for the class when the needs of the service make such action necessary, provided that:

- (1) The qualifications of the applicant are outstanding in relation to those of competing applicants; the qualifications of the applicant are substantially in excess of the requirements of the class; and the applicant cannot be hired at the minimum rate; and/or,
 - (2) There is a shortage of qualified applicants available at the minimum rate of the range; and/or,
 - (3) The competitive realities of the job market make such a rate appropriate.
- b. Starting Rate on Return from Military Service. Any regular employee who leaves the Town service to enter the armed forces shall be reinstated in accordance with Section 7-462 of the Connecticut General Statutes as amended.
- c. Rate of Pay on Transfer, Reclassification or Demotion. When a regular employee is transferred or reclassified from a position in one class to a position in another class at the same grade, he/she shall continue to be paid at the same rate.

When a regular employee is demoted to a lower grade, the salary shall be set at:

- (1) The rate in the lower grade which provides the smallest decrease in pay, if the action is not for cause; or,
 - (2) If the action is for cause, the appropriate rate in the lower grade that is less than the employee's existing salary as determined by the town manager.
- d. Rate of Pay on Promotion. When an employee is promoted to a class with a higher base maximum rate, the beginning rate shall be at the lowest step in the higher range that will provide an increase of approximately 10% over the rate received prior to promotion, provided the new range will permit such an increase. If the pay range for the class does not allow for a 10% increase, the increase shall be the highest rate available in the pay range for that class.
- e. Rate of Pay on Reclassification. Refer to Section 4.7.

5.6 Salary Advancement Within Range

- a. Completion of Probation. Upon satisfactory completion of probation following initial appointment or promotion, the salary of a regular employee may be advanced a half-step.

b. Advancement in the Base Range. At the completion of the first 52 weeks of service, the employee may, on recommendation of the department head and approval of the town manager, be advanced another half-step to the next higher rate above the hiring rate in the appropriate salary range provided performance has been satisfactory. Subsequent advancement within the range shall be dependent upon the recommendation of the department head concerned and approval of the town manager as follows:

(1) An employee whose performance is considered to be satisfactory may receive one step each 52 weeks until the base maximum is reached.

(2) An employee whose performance is considered to be outstanding may receive one additional step each 52 weeks until the base maximum is reached. No employee shall be granted more than two step increases in any one year.

5.7 Longevity Advancement for Non-Union Employees.

a. Amount. Longevity pay is provided in the pay plan to give financial recognition for long and faithful services to the Town. The Town Council shall periodically adopt a longevity payment schedule, at the recommendation of the town manager.

b. Payment. Longevity pay shall be earned on the Sunday following the employee's full-time anniversary hiring date during the fiscal year and will be paid in the second payroll of November of that fiscal year.

c. Eligibility. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Prior years of full-time service which have been interrupted for just and reasonable cause may be added to years of continuous full-time service by the town manager.

5.8 Full-Time Basis of Salary Schedule. Salary rates are based on full-time employment at normal working hours for each group specified in Chapter 4. Hourly rates are computed by dividing the annual salary by the standard annual scheduled hours of work, based upon a 52.2 week work year. Part-time employees in any of the groups will be compensated on a proportional basis for actual hours worked.

5.9 Implementation of Pay Adjustments. Pay changes resulting from completion of probation, merit, promotion, demotion, cost-of-living or

related salary adjustments shall be made as of the effective date of the change.

- 5.10 Compensation for Work in a Higher Classification. When assigned to work in an acting capacity in a higher classification for more than ten days, an employee shall be considered for additional compensation to be determined by the department head and town manager.
- 5.11 Department Heads in an Acting Capacity. When a department head is assigned to perform the duties and assume the responsibilities of another department head for a period of more than sixty (60) days, he/she shall be considered for additional compensation to be determined by the town manager.

CHAPTER 6

HOURS OF WORK AND OVERTIME

6.1 Hours of Work.

- a. Normal Work Week. The normal work week for full-time regular and employees shall be:
 - (1) As determined by the applicable collective bargaining agreement for union employees.
 - (2) An annual average total of 42 hours per week for uniformed employees of the Department of Public Safety.
 - (3) A total of 40 hours per week for the Facilities Management Director, the Superintendent of Public Works, and information technology staff.
 - (4) A total of 35 hours per week for non-union regular employees.
- b. Normal Work Day. The normal work day is as determined by the employee's Department Head, with approval from the Town Manager.
- c. Meal Periods. The town manager may authorize the inclusion of meal periods as time actually worked for shift-type positions.
- d. Rest Periods. The town manager may authorize the inclusion of a ten-minute rest period during each half of the daily schedule as time actually worked. The department head will schedule specific times for rest periods and may combine both into one twenty-minute period.

6.2 Overtime.

- a. Overtime Administration. In emergencies, the town manager may prescribe reasonable periods of overtime work to meet operational needs. Complete records of overtime of non-exempt employees shall be maintained by the Finance Department.
- b. Authorization. Non-exempt employees shall not work overtime except when properly authorized as prescribed by the Department Head or his or her designee.

- c. Positions Exempt from Overtime. Because bona fide executive, professional and administrative personnel have an obligation that goes beyond fixed work schedules, these employees shall not be paid for overtime work except under exceptional circumstances and with prior written approval of the town manager.

Exempt personnel will accrue compensatory time after working 40 hours in any week.

Exemption from overtime eligibility is determined in accordance with applicable state and federal statutes and regulations.

- d. Overtime Payment. When an employee has received proper authorization to work hours in excess of their regular work week as prescribed in 6.2a and 6.2b the following overtime rates apply:

- (1) 35 hour/week employees. For full-time non-exempt employees regularly scheduled to work thirty five (35) hours per week, they shall receive their regular hourly rate for up to forty (40) hours per week and one and one half times their regular hourly rate for all hours worked over forty (40) hours per week.
- (2) 40 hour/week employees. For full-time non-exempt employees regularly scheduled to work forty (40) hours per week, they shall be compensated at one and one half times their regular hourly rate for all hours worked over forty (40) hours per week.
- (3) 42 hour/week employees. For full-time non-exempt Department of Public Safety employees regularly scheduled to work forty two (42) hours per week, they shall be compensated at one and one half times their regular hourly rate for all hours worked over forty two (42) hours per week.

Vacations, holidays and paid sick leave will not be considered as work days for the purpose of computing overtime.

- e. Compensatory Leave in Lieu of Overtime Payment.

- (1) Non-Exempt. A regular non-exempt full-time employee may request compensatory leave equivalent to the amount of overtime worked in lieu of payment. Compensatory leave shall be scheduled at a time mutually agreeable to the employee and the department head.

Compensatory leave balances cannot be carried over from fiscal year to fiscal year for non-exempt employees.

Compensatory leave earned and not taken within the fiscal year it was earned shall be paid at the rate in which it was earned in the last pay period of the fiscal year.

Upon termination for any reason, a non-exempt employee will be paid for unused compensatory time.

- (2) Exempt. Exempt personnel will accrue compensatory time after working 40 hours in any one week. Compensatory time will not be accrued by employees while on administrative leave for training purposes pursuant to Chapter 10.12.a.(1) of these rules unless training occurs on a weekend or a paid holiday.

Earned compensatory time can only be taken with the approval of the employee's supervisor. Compensatory leave balances in excess of one hundred and five (105) hours for 35 hour/week employees and one hundred and twenty (120) hours for 40 hour/week employees on May 1, 2012 shall be forfeited unless carryover is approved by the Town Manager. Compensatory leave balances in excess of seventy hours (70) hours for 35 hour/week employees and eighty (80) hours for 40 hour/week employees on May 1, 2013 shall be forfeited unless carryover is approved by the Town Manager. Compensatory leave balances in excess of thirty five (35) hours for 35 hour/week employees and forty (40) hours for 40 hour/week employees on May 1, 2014 and beyond shall be forfeited annually on May 1st unless carryover is approved by the Town Manager. A list of the employees whose positions are exempt is available in the town manager's office.

- 6.3 Call-Back Time. When a full-time employee in a non-exempt position is officially ordered to report back to work for emergency service after departing from his/her regularly scheduled shift, the employee shall be compensated for all hours worked at the rates set forth in Section 6.2.d or two (2) hours pay at his/her regular rate, whichever is greater.
- 6.4 New Classes. When any new class is created and/or when the salary level of any existing class is changed, the overtime provisions of this section shall be applied in an equitable manner according to the classification group which includes the class.

Chapter 7

RECRUITMENT, SELECTION AND APPOINTMENT OF EMPLOYEES

7.1 Recruitment of Employees.

- a. Recruitment Policy. Individuals shall be recruited from a geographic area as wide as is necessary to assure obtaining well-qualified candidates for the various types of positions. Recruitment shall occur in accordance with the Town's equal employment opportunity policy.
- b. Announcement. The town manager shall post vacancies for all positions in the classified service by using means of publicizing the announcement as are, in his or her judgment, best suited for informing and attracting qualified individuals. Postings may be made solely internally, or a combination of internally and externally, as deemed appropriate by the Town Manager.
- c. Recruitment and Moving Expenses. It is recognized that various staff, professional and supervisory positions may require recruitment from outside the area to obtain well-qualified applicants. Accordingly, in recruiting for and filling positions of this type, the town manager may authorize payment of expenses for an applicant's trip for a personal interview or reporting to duty upon appointment to Town service. Reimbursable expenses may include an allowance for transportation, meals and lodging.

7.2 Selection of Employees.

- a. Application Forms. Applications for employment shall be accepted only for posted vacancies. Each candidate for municipal employment shall complete the official employment application. Resumes, transcripts, certifications and other materials may be required as is deemed necessary in order to judge the applicant's fitness for service with the Town. Applications shall not be returned to the applicant, but will remain on file for at least two years, after which they may be destroyed once approval has been received from the State Records Administrator.
- b. Background Investigations. Prior to certification of employment, the town manager may investigate the candidate's educational record, previous work history, personal record, character, and credit and criminal history, and may, after conditional offer of employment and as permitted by law, require a physical examination. In addition,

- police officer candidates will require a psychological evaluation with either a psychiatrist or a doctor of clinical psychology.
- c. Rejection of Applications. The town manager may reject any application which indicates that the applicant does not possess the minimum qualifications required for the position or which was not filed by the announced closing date for receiving applications, unless prior to such date an extension had been publicly announced.
 - d. Disqualification of Applications. The town manager may remove from further consideration the application of any person who has an unsatisfactory employment or personal record as evidenced by reference or other inquiry; has made false statements of any material fact or practiced deception in his/her application; has been convicted of a felony related to the job sought; or is unable to perform the essential functions of the position to which she/he seeks appointment, with or without reasonable accommodation.
 - e. Policy of Non-Discrimination. (See Section 1.2)
 - f. Eligibility for Competitive Examinations. Only applicants who meet the minimum qualifications shall be permitted to take the examination for a position in the classified service. The Town may limit the number of applicants accepted for an examination. Advancement within the service shall be through promotional tests which shall be open to all regular employees who meet the necessary requirements and who are serving in an appropriate class as determined by the town manager or under the applicable collective bargaining agreement. Promotional examinations may be limited to a single department.
 - g. Competitive Examination. All regular appointments to positions in the classified service of the Town of Mansfield shall be made according to merit and suitability. Examinations shall be constructed to reveal the capacity of the candidate for the particular class for which the applicant is being considered and/or to appraise the applicant's general background and related knowledge. These examinations may include written, oral, practical, physical, psychological or performance tests, or any combination of these, as permitted by law. Education, experience, aptitude, knowledge, character and physical fitness shall be considered with weights assigned to each factor as may be deemed proper by the town manager or examining committee as he/she may appoint.
 - h. Evaluation Boards. When an oral examination forms a part or all of the examination for a position, the town manager or his/her designee

shall appoint an evaluation board. This board shall normally consist of three or more members, of whom at least two shall be a person technically familiar with the character of the work in the position for which the applicants will be examined. The board members may be comprised of Town and non-Town employees in any combination. All applicants who qualify for the oral examination shall be rated by the same evaluation board.

- i. Certification and Notice. Applicants shall be certified in order of their competence as demonstrated in the testing procedure. Those applicants having received passing scores throughout the examination process shall be certified to the appointing authority and appointment shall normally be made from the top three persons. In the case where two vacancies exist, the selection shall normally be made from the top six persons on the list. For each additional vacancy, the number of candidates from whom the appointment shall normally be made shall increase by three. For vacancies within the Fire Department, the number of certified candidates may be greater than three per vacancy.

If the top persons are shown to be unsuitable by the appointing authority, a second list will be submitted by the town manager. All applicants invited to participate in the examination process shall be notified of the results of the hiring procedure in writing as soon as possible following the close of the examination period.

- j. Right of Test Review. Candidates who wish to review their test results must submit a request to do so via a Freedom of Information Act request through the Town Clerk's office. Disclosed records may be publicly inspected or received via hardcopy for a fee as determined by the Connecticut General Statutes. Records are maintained for at least two years, after which they will be destroyed once approval has been received from the State Records Administrator.
- k. Re-Examination. A person who has failed to pass an examination shall not be re-examined for the same class within ninety (90) days of the original examination, unless otherwise authorized by permission of the town manager.
- l. Certification List to Remain Active. Rosters of eligible applicants shall remain in effect for one year unless the roster is exhausted sooner. For Fire Department vacancies certified lists may be extended and remain active for up to one additional year upon the recommendation of the Fire Chief and approval of the Town Manager. During the time when such roster is in effect, vacancies

occurring in applicable positions in the classified service may be filled from among applicants on the roster. Upon the recommendation of the appointing authority and approval of the Town Manager, certified lists with less than three qualified applicants may be inactivated prior to the expiration date of the list.

- 7.3 Medical Examination. For certain job categories and as permitted by law, each entering employee will be required to take a medical examination after the employee receives a conditional offer of employment and prior to the commencement of employment to determine the individual's fitness for duty. The Town may condition an offer of employment on the results of such an examination. Likewise, for certain job categories, employees will be required to take periodic medical examinations which are job-related and consistent with business necessity to determine the employees' ongoing fitness for duty.

The Town will treat the results of all medical examinations as confidential and will maintain all documents resulting from such medical examinations in separate medical files. The Town will pay the cost of all medical examinations which are required by the Town and will arrange to have such examinations performed by physicians chosen by the Town.

7.4 Appointment of Employees.

- a. Method of Filling Vacancies. All vacancies shall be filled by regular appointment, temporary appointment, part-time, or seasonal appointment. Appointment to a vacancy in the classified service shall be by the appointing authority from the qualified candidates as certified by the town manager.
- b. Regular Appointment. A regular appointment indicates that the employee is to work for the Town on a continuing basis. A regular appointment will be made from an employment list in the following order: re-employment layoff, re-employment termination as defined in Section 8.5 paragraph two, transfer, promotion list, and open competition.

Every regular employee shall serve a probationary period after the original or promotional appointment, in accordance with the provisions of Chapter 8 of these rules. The status of the employee shall be probationary until his/her department head notifies the town manager in writing that the employee's services are satisfactory and recommends that the probationary period be ended.

- c. Temporary Appointment. A temporary appointment indicates that the employee is to work for the Town for a period of not more than one

year. When an employee has service of twelve (12) consecutive months in a temporary appointment, a personnel action form shall be submitted changing the status to regular or separating the employee from service.

- (1) When the appointment of an employee is changed from temporary to regular, crediting of vacation leave and sick leave becomes retroactive to the date of the original appointment provided there has been no break in service.
 - (2) Temporary employees may be separated at any time within the one-year appointment when their services are no longer required. The separation is not subject to Chapter 11 of the Personnel Rules or any bargaining agreement.
- d. Part-Time Positions. Employees appointed to part-time positions may receive regular or temporary appointments, as appropriate.
 - e. Seasonal Positions. A seasonal position may be full or part-time and is filled only during certain months or seasons of the year. This position is not eligible for fringe benefits nor shall it extend for a period in excess of 180 calendar days.

Chapter 8

PROBATIONARY PERIOD

- 8.1 Purpose of Probationary Period. The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized by supervisors, department heads, and the town manager to closely observe the employee's work as well as to secure the most effective adjustment of each new employee to his/her position and to reject any employee whose performance does not meet the required work standards.
- 8.2 Duration. Every person appointed to a regular position or promoted to a higher or new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the department head or town manager to observe the employee's ability to perform the principal duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall continue for not less than six months nor more than twelve months.
- 8.3 Evaluation of Performance. At the end of the third month of employment during the probationary period and at intervals of three months thereafter for the duration of the probationary period, an evaluation report shall be prepared by the supervisor, reviewed by the department head and forwarded to the town manager. Such reports shall give an accurate and fair appraisal of the employee's work, the person's willingness and ability to perform the duties of the position satisfactorily, as well as observations concerning work habits and dependability. Evaluation of department heads will be conducted by the town manager on the same basis.
- 8.4 Successful Completion of Probationary Period. If after a minimum of six months has been completed, the supervisor, department head or town manager determines that the employee's performance is satisfactory, the probationary period may be determined to be ended. Such action shall be in writing to the employee with a copy to the town manager. Similar notification will be given to department heads by the town manager concerning the completion of their probation. Written notification must be given to the town manager prior to the completion of twelve (12) months service, as stated in Section 8.2. When the probation period has been successfully completed, the employee shall be deemed a permanent regular employee of the Town.
- 8.5 Termination. At any time during the probationary period, the department head or town manager may terminate an employee if the employee is unable or unwilling to perform the duties of the position satisfactorily or

that the individual's habits and dependability do not merit continuance in the position. Such action shall be in writing to the employee with a copy to the town manager. Termination of department heads by the town manager shall be affected on the same basis.

An employee appointed through promotion who does not successfully complete the probationary period shall be reinstated in a position in the class occupied by the employee immediately prior to promotion if the position is still available. If such position is not available, the individual shall be terminated and his/her name placed on a reappointment list.

Any termination made during the probationary period shall not be subject to appeal.

8.6 Benefits During Probationary Period. Probationary employees shall accrue the same benefits as regular employees with the following exceptions:

- a. Vacation and personal days may not be utilized until probation has been successfully completed.
- b. Promotional opportunities shall not be available to probationary employees.
- c. Insurance coverage shall normally take effect on the first day of the calendar month following the date of hire.

Chapter 9

PROMOTION, TRANSFERS, DEMOTIONS AND RE-EMPLOYMENT

- 9.1 Promotion Policy. The Town encourages employees to develop skills, attain greater knowledge of their work and make known their qualifications for promotion to more responsible and difficult positions. When the town manager determines that an insufficient number of well-qualified employees is available from within the classified service, outside applicants may be considered in order to provide an adequate number of candidates for consideration.
- 9.2 Transfer Policy. A voluntary or an involuntary transfer of an employee from one position to another without change in grade may be affected when one or more of the following criteria are met:
- a. The employee meets the qualification requirements.
 - b. The transfer is in the best interest of the Town in the consideration of the town manager.
 - c. Further training and development of an employee in another position would be beneficial to the future staffing potential of the Town.
 - d. The transfer meets a personal need of the employee and is consistent with "a" and "b" above.
- 9.3 Demotion Policy. An employee may be demoted to a position of a lower grade for which he/she is qualified for any of the following reasons:
- a. When an employee would otherwise be laid off because his/her position is being abolished or reclassified to a lower grade; when there is a lack of work or lack of funds; or because of the return to work from authorized leave of another employee to such position in accordance with these rules.
 - b. When an employee does not possess the necessary qualifications to render satisfactory service in the position held.
 - c. When an employee voluntarily requests such demotion.
 - d. In discipline, consistent with Chapter 11.4.d.

Chapter 10

LEAVE

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

10.2 Types. The following types of leave are officially established:

- Holiday Leave
- Vacation Leave
- Sick Leave
- Worker's Compensation Leave
- Disability Leave
- Compensatory Leave
- Bereavement Leave
- Family/Medical Leave
- Other Leave with Pay
- Leave without Pay
- Military leave
- Family Violence Victim Leave

10.3 Eligibility.

- a. Regular Employees. All full time employees are eligible to earn paid holiday, vacation, sick, personal, and bereavement leave. Part time employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week are eligible to earn paid holiday, vacation, sick, personal, and bereavement leave on a prorated basis based upon their FTE status. Other forms of leave specified in this Chapter may be granted in accordance with the parameters established in this Chapter and applicable law. All regular employees who work less than twenty (20) hours per week may be granted leave without pay in accordance with the parameters established in this Chapter.
- b. Interim Employees. All interim employees who regularly work thirty-five (35) or more hours per week, except for those employed by the Parks and Recreation Department, shall be eligible to be paid for holidays defined in 10.5 and earn sick leave as defined in 10.7.

10.4 Procedure for Requesting Leave. Unless otherwise provided by statute or regulation, Employees must submit a leave request form to their immediate supervisor prior to taking leave (except for holiday leave and workers compensation leave) indicating the kind of leave, duration, and dates of departure and return; requests must be approved by the employee's immediate supervisor or other appropriate authority as designated in this Chapter prior to taking leave. In the case of sick or

bereavement leave, the leave forms shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is substantiated by an approved leave request form, an employee shall not be paid for any absence from scheduled work hours. Employees taking an unapproved leave of absence shall be subjected to the discipline process defined in Chapter 11.

10.5 Holiday Leave. The following holidays for eligible regular and interim employees in full time positions shall be granted with pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day
- Floating Holiday

Regular and interim employees in part time positions working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall be paid holiday leave for these holidays on a prorated basis based upon their FTE status.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, the following Monday shall be observed.

Eligible regular and interim employees required to work on the designated holidays shall be granted compensatory leave for actual hours worked on the holiday.

In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on both the scheduled workdays immediately preceding and following the holiday.

10.6 Vacation Leave.

- a. Eligibility. Eligible regular and interim employees whose normal work week is twenty (20) hours or more and who have completed six months employment are eligible to accrue vacation leave.
- b. Accrual of Vacation Leave. Vacation leave shall be accrued on a monthly basis as defined in the table below. Vacation leave earned in any month of service may be used in any subsequent month. Regular and interim employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue

leave on a prorated basis based upon their FTE status.

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>	<u>Maximum Accrual on Nov. 1st</u>
Six months 35 hr work week employees	5.84 hrs/month ≈ 5 days	35 hours ≈ 5 days
40 hr work week employees	6.67 hrs/month ≈ 5 days	40 hours ≈ 5 days
1 year up to but not including 5 years 35 hr work week employees	5.84 hrs/month ≈ 10 days/yr	140 hours ≈ 20 days
40 hr work week employees	6.67 hrs/month ≈ 10 days/yr	160 hours ≈ 20 days
5 years up to but not including 10 years ¹ 35 hr work week employees	8.75 hrs/month ≈ 15 days/yr	175 hours ≈ 25 days
40 hr work week employees	10 hrs/month ≈ 15 days/yr	200 hours ≈ 25 days
10 years up to but not including 25 years 35 hr work week employees	11.67 hrs/month ≈ 20 days/yr	210 hours ≈ 30 days
40 hr work week employees	13.34 hrs/month ≈ 20 days/yr	240 hours ≈ 30 days
25 years and over 35 hr work week employees	14.59 hrs/month ≈ 25 days/yr	245 hours ≈ 35 days
40 hr work week employees	16.67 hrs/month ≈ 25 days/yr	280 hours ≈ 35 days

(1) Benefits for Department Heads. Department heads with less than ten years service shall receive vacation time accrued at the rate of 8.75 hours per month for thirty-five (35) hour/week employees and 10 hours per month for forty (40) hour/week employees.

(2) Absences of 90 Calendar Days or Less. Employees with approved leaves of absence of ninety (90) calendar days or less shall continue to accrue vacation leave as defined in 10.6b.

□

¹ Also includes department heads as noted in 10.5b(1).

- (3) Absences in Excess of 90 Calendar Days. Employees with approved leaves of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave until they return to duty.
 - (4) Re-hired Employees. Individuals whom were employed in regular benefits eligible positions and separate from Town service, but are later rehired, shall be considered to have a break in service. As a result, these employees shall be considered new employees for the purposes of calculating vacation accruals.
 - (5) Transfers. An employee who is transferred between departments shall retain all accrued vacation leave.
- c. Maximum Accumulation of Vacation Leave. A regular employee may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her yearly earned vacation leave as defined in the table in 10.6b. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department head and then forward the request to the town manager no later than October 15th for review and consideration. Vacation carryovers will only be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.
 - d. Request for Vacation. To apply for vacation leave, employees shall submit a leave request form to their immediate supervisor. In order to assure the orderly performance and continuity of those municipal services provided by the employees and their respective departments, each employee wishing to schedule a vacation should request such leave as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. In order to assure that vacations may be scheduled when wanted, employees should make their requests as far in advance as possible.
 - e. Advanced Vacation. Eligible regular employees may take vacation leave beyond the amount earned only in the most unusual cases. Employees seeking to make an advanced vacation request must do so in writing, have the request signed by their department head and then forward the request to the town manager for review and consideration. No advanced vacation shall be approved without a written agreement signed by the employee insuring reimbursement to

the Town if termination occurs before earning the vacation leave taken.

- f. **Holiday Celebrated During Vacation Leave.** When an observed holiday as established in 10.5 occurs during an employee's vacation leave, said holiday shall not be considered part of the vacation leave.
- g. **Sickness While on Vacation.** An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three vacation days and the employee files a physician's certificate describing the nature and duration of the illness with Human Resources.
- h. **Vacation Leave Payouts.**

- (1) **Separation from Service.** Employees who separate from Town service in good standing shall receive payment for their accrued vacation leave balance; separating employees shall not be paid for any vacation leave balance in excess of the maximum accrual defined in 10.6b. Vacation leave payouts shall be subject to applicable taxes and deductions.
- (2) **Other.** No additional salary shall be paid an employee in lieu of vacation except in the most unusual cases. Employees seeking to make a vacation leave payment request must do so in writing, have the request signed by their department head and then forward the request to the town manager for review and consideration.

10.7 Sick Leave.

- a. **Eligibility.** Regular and interim employees whose normal workweek is twenty (20) hours or more shall be eligible to earn sick leave.
- b. **Accrual.** Sick leave shall be accrued annually, on July 1st of each year as defined in the table below:

<u>Work Week</u>	<u>Sick Leave Accrual on July 1st</u>	<u>Maximum Accrual on July 1st</u>
35 hr work week employees	105 hours ≈ 15 days	210 hours ≈ 30 days
40 hr work week employees	120 hours ≈ 15 days	240 hours ≈ 30 days

Sick leave earned as of July 1st may be used immediately. Regular employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue leave on a prorated basis based upon their FTE status. Eligible new employees starting after

July 1st shall receive pro-rated leave for the remainder of the fiscal year based upon their date of employment with the Town, and shall be eligible for the full benefit the next July 1st.

- c. **Maximum Accumulation of Sick Leave.** A regular employee may accumulate from year to year a maximum of thirty (30) earned sick leave days as defined in the table in 10.7b. Any employee with a balance of sick leave in excess of the maximum accrual amount on July 1st of each year shall forfeit said excess accrual amount. Further, no employee and/or his/her estate is entitled to receive payment for accrued sick leave upon separation from service for any reason, including but not limited to termination, retirement and death.

- d. **Use of Sick Leave.** Sick leave may be authorized by an employee's immediate supervisor or appropriate authority for the following purposes:
 - (1) Personal illness or disability leave approved by the Town's insurance carrier. For Family Medical Leave Act (FMLA) absences please reference 10.12.
 - (2) Enforced quarantine in accordance with public health regulations.
 - (3) To meet medical and dental appointments when an employee has made reasonable effort to secure appointments outside of normal working hours and provided, except in extenuating circumstances, the immediate supervisor is notified at least one day in advance of the absence.
 - (4) Illness or incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of three days per year. For Family Medical Leave Act (FMLA) absences please reference 10.12.

- e. **Report of Illness.** Illness shall be reported to the employee's supervisor no later than two hours after the beginning of the scheduled work assignment, except in cases where a relief employee is required such report must be made at least one hour prior to the beginning of the scheduled work assignment unless the illness is an emergency. In the event that the illness is an emergency, the employee shall notify his or her supervisor of their absence as soon as practicable. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

- f. Proof of Illness. Proof of illness may be required for authorized sick leave. Proof of illness may include a doctor's certificate or other documentation from the employee's physician indicating the nature and duration of the illness. Proof of illness will not ordinarily be needed for absences of less than three days. For absences of three days or more, such proof will normally be required. The Town may investigate any absence for which sick leave is requested.

- g. Extended Sick Leave. Any regular employee may request an extended sick leave when their FMLA leave has expired, including when an employee qualifies for long term disability leave as defined in 16.6. Employees seeking to make an extended sick leave request must do so in writing, have the request reviewed by their department head, and then forward the request to the town manager for review and consideration. Extended leaves of absence may be approved at the discretion of the town manager and granted for up to 180 calendar days. An additional 90 calendar day extension may be granted by the town manager in the most extenuating circumstances. Employees seeking an additional 90 calendar day extension must submit their request in writing during the first approved extended leave of absence.

While an employee is on an approved extended leave of absence, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group insurance that the employee is otherwise eligible to receive as defined in 16.4a. Employees on an approved extended leave of absence will not be eligible to earn any form of accrued leave during the absence.

- 10.8 Workers Compensation Leave. Workers Compensation leave is granted to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of work-related duties. As part of the Town's workers compensation coverage, the Town is a member of a preferred provider network for health care services as they relate to workers compensation injuries. The Town will also utilize the services of a managed care program provided by the workers compensation insurance carrier.
- a. Proof of Injury. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his/her supervisor who shall make a full report to the Town's workers compensation insurance carrier. In the event that emergency medical treatment is needed, the employee may seek treatment at a hospital or by calling 911. If non-emergency medical treatment is needed, the employee

must seek initial treatment at the Town approved occupational health facility and continued treatment within the preferred provider network as determined by the managed care program. It is the responsibility of the employee to submit initial and continued medical documentation related to their injury or illness to their immediate supervisor as well as to the Town's insurance carrier.

- b. Payments. Employees of the Town are covered by workers' compensation insurance for occupational illness or injury sustained on the job for the Town. All payments while on workers compensation leave shall be made subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident was due to intoxication, drug use, or willful misconduct on the part of the employee. Lost time during regularly scheduled work hours due to workers compensation leave will be handled in the following manner:

- (1) Absences of Three (3) or Less Work Days. In the case of workers compensation injuries causing absences of three or less work days, the Town shall pay the employee's full net base pay for that time, since payments are not made under workers' compensation insurance for such accidents.
- (2) Absences in Excess of Three (3) Work Days. For workers compensation absences in excess of three (3) work days and up to and including sixty (60) work days, the Town shall provide for salary continuation of the employee's full net base pay for that time. The employee will not need to use accrued sick leave during this specified period for salary continuation.

For absences in excess of sixty (60) work days the employee may elect to utilize earned sick leave as salary continuation to get as close as possible to the employee's full net base pay for that time.

- (3) Medical Appointments. When an employee returns to duty, but needs continued medical care as determined by their treating medical provider in the managed care program, the employee may attend said medical appointments during regularly scheduled work hours with full pay.
- c. Benefits. Health insurance will continue as long as the employee is receiving workers compensation, as required by law. The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee

share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA as defined in 16.8.

For workers compensation leave absences of ninety (90) calendar days or less, employees shall continue to accrue all forms of earned leave in which the employee is eligible to accrue. Earned leave will no longer be accrued for absences in excess of ninety (90) calendar days.

- d. Return to Work. An employee who, based on the medical opinion of his/her medical provider in the managed care program, is able to return to work in a modified capacity shall be provided with modified duty work related to their job functions if, in the Town's discretion, such modified duty work is available. Employees must provide medical documentation to the Town demonstrating that they are able to perform the functions of the modified position. Employees will be provided with modified duty work for so long as it is available up to six months. Any employee who is unable to fully resume his/her regular duties following a period of one year from the date of injury or occupational illness shall be terminated from employment with the Town unless the condition is deemed disabling under the American with Disabilities Act (ADA) or state law, the Town and employee have engaged in the ADA interactive process, and a reasonable accommodation has been determined and granted by the Town.

10.9 Disability Leave (see 16.6)

10.10 Compensatory Leave. (See 6.2.e)

10.11 Bereavement Leave. In the event of a death in the immediate family, regular employees in full time positions will be entitled to three (3) days paid leave. Regular employees in part-time positions will be entitled to three (3) days of, pro-rated paid leave based upon their full-time equivalent status. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional day off with pay. All days must be taken within one week of the funeral. Immediate family includes only spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, great grandparents, a person for whom the employee or the employee's spouse is the legal guardian, any other family member domicited in the employee's household, and domestic partner regardless of gender. Domestic partner is defined as an individual in a cohabitating relationship

of mutual support, caring, and commitment that intends to remain in such a relationship for the indefinite future.

- 10.12 Family Medical Leave Act (FMLA) Leave. Eligible employees may be allowed up to 12 weeks of unpaid leave of absence in any one-year period (calculated on a rolling basis) in the event of childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition, or in the event of serious illness of the employee. Eligible employees are those who have been employed for twelve (12) months or more, and who have worked 1,250 or more hours in the 12-month period preceding the first day of leave.

Employees seeking to take leave that is considered FMLA eligible shall submit a leave request to their department head for review. The request shall then be forwarded to the town manager for review and consideration. In order for the Town to consider an FMLA leave request, eligible employees must provide the Town with written certification from the treating physician or health care provider of themselves, employee, child, spouse or parent which includes the nature of such illness and its probable duration at the time of making the request, and verifying the need for leave. In the event of an emergency, the employee shall submit the required documentation to the Town as soon as practicable following the emergency. The Town has the right to and shall designate FMLA eligible leave as such, with or without the employee's completed request form. During an FMLA absence an employee shall be required to use all paid leave with the exception of five (5) vacation days or unpaid leave if accrued forms of leave are exhausted. Paid and unpaid leave for FMLA eligible absences runs concurrently with FMLA leave during the rolling 12 month period.

During approved FMLA leave, an employee will not lose any seniority or rights available to him or her under the personnel rules. Furthermore, the Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA as defined in 16.8.

Prior to returning to duty, an employee on an approved FMLA leave of absence for their own serious health condition shall submit a fitness for duty certificate. If this certification is not received, the employee's return to work will be delayed until the certification is provided to the Town. An employee may return to his or her original position prior to the leave of absence unless the position has been eliminated for normal business reasons unrelated to the employee's leave of absence or in the event that

the employee is medically unable to perform his or her original job. In the event that the employee is unable to return to his or her original position for reasons stated above, the Town will make reasonable efforts to find job placement for the employee with the Town. Job placement will be based on the availability of existing regular vacant positions with the Town in which the employee is qualified to perform job related duties.

10.13 Other Leave With Pay. Regular employees may be granted leave with pay in accordance with the following:

a. Administrative Leave.

(1) Training. With the prior approval of the town manager, leave of absence with pay may be granted by the department head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses and official meetings which enhance the employee's value to the Town.

(2) Special. The town manager may authorize either full or partial days off in addition to those already authorized in these rules to permit closing some or all Town buildings or facilities in such instances as severe snow storms, public celebrations and days of mourning.

b. Jury Duty. A regular or interim employee whose normal workweek is twenty (20) or more and who is called to jury duty shall be granted leave with full pay for the period of service, provided that the juror's salary designated by the court shall be included in the computation of full pay. The employee shall notify his/her department head of the scheduled jury duty in advance.

c. Court Appearance or Administrative Hearing. A regular or interim employee whose normal workweek is twenty (20) or more and who is subpoenaed or directed by proper authority to appear as a witness for a unit of federal, state, county or municipal government, in a matter not related to official duty (such as providing expert testimony), shall be granted leave with full pay for the period he/she is to appear. No leave shall be required for any appearance in connection with official duty.

An employee who is a principal in, or is subpoenaed in connection with private litigation whether or not subpoenaed, must use vacation leave, personal leave or leave without pay in order to appear in court.

d. Military Leave. A military leave of absence will be granted to employees who are absent from work because of service in the U.S.

uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

If the employee's gross pay with the Town exceeds his/her gross pay with the military, the Town shall pay the employee the difference in gross pay while on military leave. While on military leave the Town shall only pay the difference in salaries for a period up to 12 calendar months. Employees shall receive said pay on a bi-weekly basis in conjunction with the Town payroll periods. If the employee's gross military pay exceeds or is equal to his/her gross pay with the Town, the Town shall not pay the employee while on active duty.

While on military leave the Town shall maintain an employee's health insurance coverage for a period up to 12 calendar months. The employee shall be responsible for paying his/her share of the health insurance premium while on military leave. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to USERRA and COBRA, as defined in 16.8.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state law.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

The Town reserves the right to fill the position with an interim worker if it is deemed necessary to ensure the safe and effective operations of his/her department.

In addition to the above, eligible employees may be allowed up to 12 weeks of unpaid leave of absence in any one-year period (calculated on a rolling basis) in the event of qualifying exigencies when an immediate family members is on or called to active duty. The Town will provide a one-time 26-week military caregiver leave to the

spouse, child, parent or next of kin of a seriously injured member of the armed forces. For details of the parameters of such leave, employees should consult the town manager.

- d. Personal Leave. Regular and interim employees whose normal work week is twenty (20) or more hours and who have completed their probationary period may request, and department heads may grant, up to a maximum of three (3) personal leave days per fiscal year with pay for personal business that cannot be conducted outside normal working hours and for other good and sufficient personal reason.

Personal leave will not be carried over from fiscal year to fiscal year.

- e. Family Violence Victim Leave. Employees who have been the victim of family violence may take up to 12 days of unpaid leave if reasonably necessary to:
- Seek medical care or psychological or other counseling for physical or psychological injury or disability;
 - Obtain services from a victim services organization;
 - Relocate due to family violence reasons;
 - or Participate in any civil or criminal proceeding related to or resulting from such family violence.

When such leave is foreseeable, employees shall provide seven days' notice of the need for leave. When the leave is not foreseeable, notice shall be provided as soon as practicable. Employees taking leave under this section must supply a signed written statement certifying that the leave is for an authorized purpose. The Town may request, and in which case the employee is required to provide, documentation of the need for leave, including but not limited to police or court records and/or written statements medical professionals, social workers, and/or victim services organizations. The Town will protect from disclosure and maintain in strict confidence any information provided by the employee in response to the Town's request.

10.14 Leave Without Pay. The Town Manager may grant a leave of absence without pay to an employee if such leave is deemed to be in the best interest of the Town, provided the position remains vacant or is filled by interim appointment until the expiration of such leave. No benefits or seniority will be earned during such unpaid leave.

- a. Professional Development/Sabbatical. The Town Manager may grant a regular full-time employee leave of absence without pay for travel or study for a period not to exceed one year. Such leave shall be granted only after consideration of the service record of the employee

and when it will not result in undue harm to the interests of the Town. No leave without pay shall be granted except upon written request of the employee and a signed statement by the employee promising to serve the Town for a minimum of one year after return from such leave.

- b. Extended Sick Leave (See Section 10.7g)
- c. Family Leave (See Section 10.12)

10.15 Absence Without Leave. Absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive workdays, or on three (3) separate occasions for less than a total of three (3) days without notifying his/her department head or immediate supervisor of the reason for such absence(s) shall be considered to have resigned from Town service.

Chapter 11

SEPARATIONS AND DISCIPLINARY ACTIONS

- 11.1 Separation. All separations of employees from positions in the classified service shall be designated as one of the following types and accomplished in accordance with the manner indicated. In all instances, the town manager has the right to make payments to an employee in lieu of all or part of the required notice periods.
- a. Removal. At any time during the probationary period, the town manager or other appointing authority may separate, in accordance with Chapter 8 of these Rules, an employee whose performance does not meet the required standards.
 - b. Resignation and Retirement. An employee may resign or retire from the Town service in good standing by submitting in writing the reasons therefore and the effective date to the department head at least fourteen (14) calendar days in advance. The department head may permit a shorter period of notice because of extenuating circumstances. The notice shall be forwarded to the town manager with a statement by the department head as to the employee's service performance and pertinent information concerning the cause of resignation or retirement. Failure to comply with this rule may be cause for denying future employment with the Town.
 - c. Lay-off. The Town, in its discretion, and with approval by the Town Manager, may lay off a classified Employee.
 - (1) Notice of Lay-off. Regular employees subject to lay-off should be notified in writing two (2) calendar weeks prior to the effective date. However, the notice period can be shortened or eliminated should the Town Manager provide severance pay in lieu of notice.
 - d. Dismissal. (See Section 11.4.d.)
 - e. Non-Disciplinary Separation. An employee shall be subject to non-disciplinary separation in the following circumstances:
 - (1) Inability to perform the essential functions of the position;
 - (2) Failure to comply with educational, licensing or other requirements for the position;

- (3) Any employee who is unable to fully resume his/her regular duties following a period of one year from the date of injury or occupational illness shall be terminated from employment with the Town unless the condition is deemed disabling under the American with Disabilities Act (ADA) or state law, the Town and employee have engaged in the ADA interactive process, and a reasonable accommodation has been determined and granted by the Town.
 - (4) Lack of a position following the expiration of a leave of absence without pay/position not held.
- f. Death. Separation shall be effective as of the date of death. All compensation due in accordance with Section 11.3 shall be paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

11.2 Conditions of Separations. At the time of separation and prior to final payment, all records, assets, and other items of Town property in the employee's custody shall be transferred to his/her department head. Any amount due because of a shortage in the above shall be withheld from the employee's final compensation or collected through other appropriate action.

Any monies due the Town because of salary advanced while on advanced sick leave or advanced vacation leave will be withheld from the final compensation or collected through other appropriate action.

11.3 Payment of Earned Compensation and Leave Upon Separation. Employees who separate from Town service in good standing shall receive payment for earned salary, compensatory time (non-exempt employees only), and vacation leave as established elsewhere in these Rules, and subject to deduction for any indebtedness pursuant to Section 11.2.

11.4 Disciplinary Actions. The action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct. In some instances a specific incident in and of itself may justify severe disciplinary action including demotion or dismissal. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating a disciplinary action.

- a. Counseling and Verbal Warnings. If at any time performance, attitude, work habits, or personal conduct fall below a desirable level, the supervisor informs the employee promptly and specifically of such lapses and give counsel and assistance.

- b. **Written Warning.** In situations where a counseling and/or verbal warning has not resulted in expected improvements or where more severe initial action is warranted, a written warning is sent to the employee and a copy shall be placed in the employee's personnel file.
- c. **Suspension.** A regular non-union employee may be suspended by the department head or appointing authority with or without pay for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence or other justifiable reasons when alternate personnel actions are not appropriate. Within 48 hours, exclusive of Saturday, Sunday or holidays, the town manager and the employee shall be furnished with a written statement of such action specifically setting forth the reasons for the suspension and the appeals procedure. Any regular non-union employee so suspended shall have the right to appeal as provided in Section 12.2 of these Rules.
- d. **Dismissal or Demotion.** A department head or appointing authority may dismiss or demote an employee for the good of the Town service. Reasons for such action may include but shall not be limited to:
 - (1) Activities prohibited by the Town Charter or a Town Ordinance.
 - (2) Failure to meet prescribed standards of work, morality, or ethical standards applicable to the performance of the employee's duties
 - (3) Theft or destruction of Town property.
 - (4) Incompetence, inefficiency or negligence in the performance of duties.
 - (5) Insubordination which constitutes a serious breach of discipline.
 - (6) Unwillingness to perform normal quality or quantity of work.
 - (7) Conviction of a job-related criminal offense.
 - (8) Use of abusive or harassing language or behavior toward a co-worker or a member of the public.
 - (9) Personal conduct which impairs the employee's ability to effectively carry out his/her duties

- (10) Fraudulent use of sick or injury leave.
- (11) Unauthorized absences or abuse of leave privileges.
- (12) Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.
- (13) Falsification or alteration of records or use of official position in conflict with the Town's Code of Ethics.
- (14) Dishonesty, deliberate untruthfulness, reckless conduct, habitual tardiness, drunkenness, drug abuse or other misconduct either on-the-job or otherwise job related.
- (15) Action or conduct which affects or impairs the effectiveness or efficiency of the Town service or which may bring the Town into disrepute.

Within forty-eight (48) hours, exclusive of Saturday, Sunday or holidays, the town manager and the employee shall be furnished with a written statement of such action specifically setting forth the reasons for the action and the appeals procedure. Any regular employee dismissed or demoted shall have the right to appeal as provided in Section 12.2 of these Rules. If the employee fails to appeal, the action of the department head or appointing authority shall be effective on the date specified.

It is the policy of the Town not to rehire former employees who have been dismissed or who resigned while charges were pending.

Chapter 12

GRIEVANCES AND APPEALS

12.1 Grievance Procedure. Non-union employee grievances alleging a violation of these rules shall be presented as follows.

- a. Step One. The aggrieved employee shall first notify the immediate supervisor in writing of the nature and facts of the grievance within three (3) working days of its occurrence. The immediate supervisor shall make and return a resolution of the grievance in writing within five (5) working days after such notification. If the supervisor's resolution of the matter is not satisfactory to the employee, such grievance shall be submitted in writing to the department head within three (3) additional working days of receipt of the supervisor's response. Within ten (10) working days after the department head receives such grievance, the department head shall resolve the matter in writing and it shall be returned to the employee.
- b. Step Two. If the department head's resolution of the matter is not satisfactory to the employee, the grievance can be submitted to the town manager in writing for review within five (5) working days of receipt of the department head's resolution.
- c. Step Three. Within five (5) working days of the date of his or her receipt of the grievance, the town manager may call a meeting to review the nature and facts of the grievance or may refer the grievance to the Personnel Appeals Board.
 - (1) When the town manager chooses to make a review of the matter, the following may be called to meet: the aggrieved employee; the employee's representative, if any; the department head; any other person involved in the complaint. Within ten (10) working days following such a meeting, the town manager shall either render a decision in writing to all concerned or refer the matter to the Personnel Appeals Board.
 - (2) An aggrieved employee may file a grievance for the consideration of the Personnel Appeals Board whenever the resolution of the town manager does not provide satisfaction. The employee must file an appeal to the Personnel Appeals Board within five (5) working days of the date on the letter of decision which is being appealed. The Personnel Appeals Board shall hold a hearing on any question placed before it within thirty (30) working days of the date of receipt of the

grievance and shall inform all concerned parties of its decision within ten (10) working days from the date of the hearing. The employee has the right to request a hearing which is open to the public.

- d. This procedure applies to all grievances or complaints filed with the ADA Grievance Committee alleging acts prohibited by the United States Department of Health and Human Services regulations (45 CFR Part 84) implementing Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part, that "no otherwise qualified handicapped individual...shall, solely by reason of his handicap, be excluded from participation in any program or activity receiving Federal financial assistance..." The law and regulations may be examined in the office of the Town Manager, Audrey P. Beck Town Offices, Four South Eagleville Road, Storrs, Connecticut.

The right of a person to prompt and equitable resolution of the complaint filed under Chapter 12 of the Personnel Rules for the Town of Mansfield shall not be impaired by the person's pursuit of other remedies including the following:

- (1) Filing a complaint with the Connecticut Human Rights and Opportunities Commission or the United States Equal Employment Opportunity Commission.
- (2) Filing a complaint with the Regional Office of Civil Rights of the U. S. Department of Health and Human Services.
- (3) Pursuing legal action through the courts.
- (4) Filing a grievance with the ADA Grievance Committee.

12.2 Appeals from Suspension, Demotion and Dismissal. Appeals from suspension, dismissal or demotion may be made by a regular non-union employee by applying to the Personnel Appeals Board in writing within five (5) working days of the date on the letter of decision which is being appealed. The Personnel Appeals Board shall hold a hearing within ten (10) working days or a mutually agreeable time after such a request for appeal is made by the employee.

The hearing will be informal with the employee, the employee's representative (if any) and the department head present. The hearing may be public or private at the discretion of the employee. The Personnel Appeals Board shall make findings and recommendations in individual

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cases brought before it and shall notify all parties concerned within ten (10) working days after the hearing.

Chapter 13

EMPLOYEE PERFORMANCE

- 13.1 Outside Employment. An employee may engage in additional employment unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest as defined by the Town's Ethics Ordinance, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager. Upon notification in writing by the Town Manager, such outside employment shall be terminated if it is disadvantageous to the Town.
- a. Outside employment includes but is not limited to a self-owned/operated business, internet based business, or other type of business employment.
 - b. Preference of Town Employment. Any employee who engages in outside employment shall not perform duties for his/her outside employer during work hours for the Town. Any employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.
 - c. Injury and Illness. The Town shall in no respect be liable nor grant sick leave in case of an injury to an employee while he/she is engaged in outside employment or any occupational illness attributed thereto.
- 13.2 Political Activity. All employees of the Town shall be free and encouraged to exercise their rights as citizens, to cast their votes and express their opinions on all political subjects consistent with Section 7-421 of the Connecticut General Statutes. However, no employee shall:
- a. Engage in any political activity while on duty.
 - b. Be required as a duty of office or condition of employment to contribute funds to or otherwise assist political or partisan purpose.
 - c. Solicit or act as a custodian of funds for political or partisan purpose during working hours.
 - d. Coerce or compel contributions of funds or other assistance for political or partisan purposes by any other town employee.

- e. Use any funds, supplies, materials or equipment of the Town for political or partisan purposes.
- f. Use official authority or influence to affect the results of a nomination or election for office, through public endorsement or otherwise.

13.3 **Obligation to Work.** All employees of the Town are obliged to fulfill the duties and responsibilities of their positions for compensation received. Accordingly, no individual employee may contract out or sub-contract to other employees or individuals for the performance of his/her assigned duties.

13.4 **Performance Appraisal.** The town manager may, in cooperation with appointing authorities and others, develop and adopt a structured system of appraising the performance of employees in the classified service for purpose of employee development, improving work performance, promotion and salary advancement. The town manager shall receive annual evaluations of regular employees from the department heads which shall be considered in determining merit increases.

Chapter 14

EMPLOYEE DEVELOPMENT

14.1 Employee Development. It shall be the responsibility of the town manager, department heads and supervisors to foster and promote programs of training for the purpose of improving the quality of personal services rendered to the citizens and to aid employees to equip themselves for advancement in the service.

14.2 Administration. The town manager shall:

- a. Establish standards for training programs and see that training is carried out as approved.
- b. Provide assistance to department heads in developing and conducting training to meet the specific needs of their departments and in developing and utilizing other techniques for increasing employee efficiency.
- c. Develop supervisory and management training and other types of training and employee development programs common to all departments.
- d. Provide assistance to department heads in establishing standards of performance and procedures for evaluating employee efficiency.
- e. Keep a record of all approved training courses and programs, and a record of employees who successfully complete such courses and programs.

14.3 Education Assistance. Regular full-time employees who wish to pursue formal courses of study beyond the scope provided for in Section 14.2 on their own time outside of normal working hours which will contribute to their ability and skill to perform as an employee of the Town may apply to the town manager in writing for financial assistance.

- a. Approved educational and training programs will be reimbursed in accordance with a schedule adopted by the town council at the recommendation of the town manager. The town manager may waive any maximum payment when there are uncommitted funds left after approved applications have been reimbursed.
- b. Reimbursable costs include tuition, required course fees and materials. Costs not eligible for reimbursement include admission

application, registration, service fees, special or activity fees, transportation, meals, supplies and other related items.

- c. Reimbursement will be paid the employee when proof of a grade of "C" (2.0 quality point average) or better in the course is provided, proof of payment is provided, and the applicant is still a full-time regular employee of the Town at the time the request for reimbursement is submitted.

Chapter 15

RETIREMENT

- 15.1 Retirement Plan. Retirement benefits for Town employees shall be as provided by the retirement plan in force, currently the Connecticut Municipal Employees Retirement System (CMERS). Participation in the retirement plan is mandatory for all regular employees working twenty (20) hours or more per week and who meet the eligibility criteria stipulated by the plan.
- 15.2 Social Security (FICA). Compensation paid to regular employees working twenty (20) hours or more per week shall be subject to deductions for the tax under the Federal Insurance Contributions Act (FICA) otherwise known as "Social Security".
- 15.3 Social Security (FICA) Alternative. Non-regular employees and regular employees not eligible to participate in MERS shall participate in a deferred compensation plan in lieu of Social Security (FICA). The employee shall contribute a minimum of five and a half (5.5) percent of gross wages and the employer shall contribute two (2) percent of gross wages to the plan. At his/her option, the employee may contribute in excess of five and a half (5.5) percent of gross wages, as permitted by IRS regulations and plan rules.
- 15.4 Deferred Compensation Plan. Regular employees are eligible to enroll and participate in the Town's deferred compensation plans offered by the ICMA Retirement Corporation. Enrollment and participation in the deferred compensation plans is optional. Employees electing to enroll and participate in said plans shall make tax deferred contributions through payroll deduction. Employees may not make contributions into their plans that exceed the allowable annual amounts as permitted by IRS regulations and plan rules. In January of each year the Town shall notify regular employees of their eligibility status to participate in deferred compensation plans and of the allowable annual contribution amounts for said plans.
- 15.5 Separation Leave. An employee who retires under a normal or disability retirement according to the provisions of the Connecticut Municipal Employees Retirement System (CMERS) may utilize his/her earned accrued vacation leave as separation leave. Employees utilizing separation leave as vacation leave may not use earned vacation leave in excess of the allowable maximum amount on November 1st as defined in 10.6b. While on separation leave, the employee will not continue to accrue any form of paid leave, but will retain his/her health insurance benefits as he/she would as an active employee. Employees on

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separation leave shall receive holiday pay for those days defined in 10.5 that occur during the separation leave.

15.6 Retiree Benefits. See 16.7.

Chapter 16

GROUP INSURANCE & MISCELLANEOUS EMPLOYEE BENEFITS

- 16.1 Types of Group Insurance. The Town will provide to eligible employees group insurance benefits, including health insurance, dental insurance, disability insurance, and life insurance. Full details of the plans will be included in the plan documents. Plan documents will be available on the employee intranet or upon request. From time to time, the Town will update the plan design and/or documents as needed. Any changes made to the Town's insurance coverage and plans are hereby incorporated into these Rules, and any Rules that are contrary to such changes are null and void to the extent they conflict only.
- 16.2 Eligibility. All regular employees who work twenty (20) or more hours per week are eligible to participate in the Town's health, dental, life and disability insurance plans. Eligible regular employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week are eligible for benefits on a prorated basis based upon their FTE status and will be responsible for higher employee premiums than full-time employees.
- 16.3 Enrollment.
- a. Health and Dental Insurance. Eligible employees as defined in 16.2 may choose to enroll in the Town's health and/or dental insurance plans at the time of hire, during open enrollment, or when a qualifying event occurs as defined in the plan documents. Eligible employees may enroll themselves and/or eligible dependents (as defined in the plan documents) into the Town's health and/or dental insurance plans. The effective date of coverage is set forth in Section 8.6(c).
 - b. Life and Disability Insurance. Eligible employees as defined in 16.2 will be enrolled in the Towns' disability and life insurance plans at the time of hire or when a change in work status necessitates eligibility in the plans.
- 16.4 Payment of Premiums. The Town and employees shall pay that portion of the premium so designated by the Town Council.
- a. Health Insurance. The employer and employee health insurance premium percentages will normally be established by Town Council on an annual basis. Health insurance premium rates shall be determined annually by the Town, and if necessary normally adjusted on or around July 1st.

The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. The employee's share of the premium shall be paid through payroll deduction on a pre-tax basis. Active employees whom are on an approved leave of absence and are not receiving a regular paycheck from the Town shall be billed for the employee share of the health insurance premium on a monthly basis. Failure by an employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA as defined in 16.8.

- b. Dental Insurance. Eligible employees shall be responsible for the full cost of dental insurance premiums. The employee's premium shall be paid through payroll deduction on a pre-tax basis. Active employees whom are on an approved leave of absence and are not receiving a regular paycheck from the Town shall be billed for the employee's dental insurance premium on a monthly basis. Failure by an employee to pay his/her dental insurance premium shall result in a disruption of dental benefits.
 - c. Life and Disability Insurance. The Town shall pay the full premium for eligible employees for the Town's group life and disability insurance plans.
- 16.5 Life Insurance. The Town shall provide a term life insurance for eligible employees as defined in 16.2. The life insurance policy shall be in the amount of one and a half (1.5) times the employee's base salary and three (3) times the employee's salary in the event of accidental death and dismemberment. Changes in base salary will be reported to the insurance carrier in the calendar month following the change in salary.
- 16.6 Disability Insurance. The Town shall provide short and long term disability insurance for eligible employees as defined in 16.2. While an employee is on disability leave, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group health insurance that the employee is otherwise eligible to receive as defined in 16.4a.
- a. Short-term Disability. The short-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$1,650 per week. The Town shall supplement the benefit to 100 percent of weekly net pay. Short-term

absences are covered for up to eleven (11) weeks prior to commencement of long-term benefits.

- b. Long-term Disability. The long-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$7,500 per month. Employees may utilize accrued vacation, floating holiday or personal leave to supplement their long-term disability benefit; employees may utilize earned leave to get as close as possible to 100% of full net pay while on long-term disability leave. Employees receiving long-term disability benefits will not be eligible to earn any form of accrued leave during the long-term disability absence. The duration of coverage shall be determined by the insurance carrier in accordance with the plan document.

16.7 Insurance for Retirees. Retiring employees from the Town may elect to purchase health, dental, and/or life insurance from the Town with the full cost of all premiums to be paid by the retiree. For the purposes of this section an employee is considered to be a retiree when they separate from service in good standing for the following reasons: 1) they have completed twenty-five (25) years of aggregate service with the Town in a regular position(s) as defined in 16.2; 2) attained the age of fifty-five (55) years with ten (10) years of continuous service or fifteen (15) years of aggregate service with the Town in a regular position(s) as defined in 16.2; or 3) receiving a disability retirement under the Town's pension plan. Retirees must make a determination to elect or not elect health insurance coverage at the time of separation from the Town. Retirees that do not opt to purchase insurance coverage from the Town at the time of separation may purchase coverage during any open enrollment period available to current employees.

- a. Health Insurance. Eligible retirees as defined in 16.7 may elect to purchase health insurance through the Town. Retirees electing to purchase health insurance through the Town whom are less than sixty-five (65) years of age, or whom are not Medicare or Medicaid eligible, shall be able to enroll in a POE plan or its substantial equivalent depending upon which plan is available to active employees. Retirees electing to purchase health insurance through the Town whose primary residence is not within the state of Connecticut and are less than sixty-five (65) years of age, or not Medicare or Medicaid eligible, shall be able to enroll in a PPO plan or its substantial equivalent depending upon which plan is available to active employees. Retirees electing to purchase health insurance through the Town whom are aged sixty-five (65) years or older, or Medicare eligible, shall be able to enroll in a Medicare supplemental

plan that is selected by the Town. Retirees may continue to insure eligible dependents (as defined in the plan documents) with the full cost of all premiums to be paid by the retiree.

Health insurance premium rates shall be determined annually by the Town, and if necessary normally adjusted on or around July 1st for retirees enrolled in a PPO, POE plan, or their substantial equivalent and on or around January 1st for retirees enrolled in a Medicare supplemental plan. The Town shall bill retirees on a monthly basis for their health insurance premium. Failure by a retiree to pay the cost of health insurance shall result in a disruption of health benefits subject to the rights of the retiree to continue such coverage pursuant to COBRA defined in 16.8.

The Town Council may from time to time designate a Town contribution to retiree health insurance for those retirees electing to purchase health insurance through the Town. Said contribution shall be deducted from the amount owed by the retiree to the Town. This benefit is not transferable to any retiree's heirs, executors, administrators, successors and assigns, or covenants.

Upon the death of a retiree, an eligible dependent being covered by the Town's group health insurance plan shall be able to remain on the plan for three (3) calendar months following the death of the retiree. Eligible dependents are responsible for paying the full cost of the insurance premium. At the conclusion of the three (3) calendar months following the retiree's death, eligible dependents shall be eligible to purchase insurance through COBRA as defined in 16.8.

- b. Dental Insurance. Retirees electing dental coverage shall be responsible for the full cost of dental insurance premiums. Dental insurance premium rates shall be determined annually by the Town, and if necessary adjusted on or around July 1st. The Town shall bill retirees on a monthly basis for their dental insurance premium. Failure by a retiree to pay the cost of dental insurance shall result in a disruption of dental benefits.

Upon the death of a retiree, an eligible dependent being covered by the Town's group health insurance plan shall be able to remain on the plan for three (3) calendar months following the death of the retiree. Eligible dependents are responsible for paying the full cost of the insurance premium. At the conclusion of the three (3) calendar months following the retiree's death, eligible dependents shall be eligible to purchase insurance through COBRA as defined in 16.8.

- c. Life Insurance. Retirees may elect to purchase a \$10,000 term life insurance policy through the Town until the retiree reaches age seventy-five (75). Life insurance premium rates shall be determined annually by the Town, and if necessary adjusted on or around July 1st. The Town shall bill retirees on a monthly basis for their life insurance premium. Failure by a retiree to pay the cost of life insurance shall result in a disruption of life insurance benefits.
- 16.8 Insurance for Individuals No Longer Eligible as Town Employees and/or Their Dependents. The Consolidated Omnibus Budget Reconciliation Act (U. S. Public Law 99-272), known as COBRA, makes former employees and their dependents eligible to continue their group health insurance benefits when they would otherwise end. Additional provisions for these individuals are stipulated in CGS 38a-538 as amended by Public Act 92-158. The Town of Mansfield will extend these benefits as provided by law with the cost to be borne by the subscriber.
- 16.9 Insurance Plans and Carriers and Third Party Administrators. The Town reserves the right in its sole discretion to determine its insurance plans and carriers and third party administrators. The Town may at any time switch insurance plans and/or carriers or third party administrators. The Town will in its sole discretion determine to be self or fully insured for its group insurance policies.
- 16.10 Payment In Lieu of Health Insurance. This program is designed for those eligible regular employees as defined in 16.2 who currently have dual health insurance coverage or who have the ability to acquire health insurance from an employer not participating in the Town of Mansfield health insurance pool. The plan provides some reimbursement for employees who terminate their coverage with the Town. The covered benefits are limited to health insurance benefits and do not include dental insurance benefits. To enroll in this program, employees must complete the "Waiver of Insurance Agreement" annually and provide documentation of coverage from their spouse or another source. Employees can enroll at the time of hire, throughout the work year when a plan outside the Town of Mansfield insurance pool becomes available, or when a change in work status necessitates eligibility in the plans.
- 16.11 Retiree Payment in Lieu of Health Insurance. Employees retiring after July 1, 2011 may also participate in the payment in lieu of health benefits program for a benefit of \$1,740 per year if the participant is age 65 or older or Medicaid/Medicare eligible or for a benefit of \$2,520 per year if the participant is under age 65 and not Medicaid/Medicare eligible. The program requirements of section 16.10 shall apply.

- 16.12 Flexible Benefits Plan. All regular employees are eligible to participate in the Town's Flexible Benefits Plan, established in accordance with federal and state regulations. Plan administration is at the discretion of the Town. Employees may elect to participate in the medical and/or dependent care flexible spending account programs. Enrollment occurs during open enrollment of each year for the following calendar year beginning on January 1st. Employee contributions shall be made on a pre-tax basis through payroll deduction. Details of the plan are available in the plan documents.
- 16.13 Employee Assistance Program. The Employee Assistance Program (EAP) is provided to help employees and their families resolve job-related, personal and family problems. All regular full and part time employees, their spouses, significant others and family members who reside in the employee's household and all other legal dependents that are covered by the employee's health insurance plan are eligible to participate in the EAP. The EAP provides eligible persons with assessments, short-term problem resolution and referrals at no cost to the employee. Further details of the program, including the number of permissible visits may be obtained by contacting Human Resources.

Chapter 17

RECORDS AND REPORTS

- 17.1 Personnel File. The town manager or designee shall be responsible for the maintenance of a personnel file for each employee to include all records that may be pertinent to the employee's service. These records will be maintained for the time period stipulated by state statute.
- 17.2 Financial Records. The finance department shall be responsible for the maintenance of a financial record of each employee. This record shall include annual salary, salary deductions, and any other financial records that the finance director determines to be in the best interest of the Town.
- 17.3 Medical Record. For each employee, all papers, documents and reports prepared by a physician, psychiatrist or psychologist that work-related or upon which the Town relies to make any employment-related decision shall be maintained in a separate file. These records will be maintained for the time period stipulated by state statute.
- 17.4 Leave of Absence Records. Records of all leaves of absence (see Chapter 10) other than sick time shall be maintained with payroll records when appropriate.
- 17.5 Schedules of Compensation. The town manager shall maintain complete schedules of compensation for all classes of positions. Compensation paid all employees shall be in accordance with these schedules.
- 17.6 Public Access to Personnel Records. Certain documents in employee personnel files are public records subject to disclosure under the Freedom of Information Act. However, the law does not require disclosure of information in a personnel file which, if disclosed, would invade an employee's personal privacy.

The decision whether or not to release information in a personnel file will be made by the town manager. If the town manager believes that disclosure of information about an employee would invade that employee's personal privacy, the town manager will notify the employee and provide an opportunity for objection to the disclosure in accordance with CGS 1-214. When a request has been made and information will be disclosed, the Town Manager or his or her designee will inform the employee as a courtesy.

- 17.7 Written Warnings. Written warnings shall remain a part of an employee's personnel record for eighteen (18) months from the date of the warning.

However, if another written warning for the same type of offense is received within the eighteen month period, both warnings shall remain on the record for a period of eighteen months from the date of the most recent warning. Other more severe disciplinary actions shall remain a permanent part of the employee's personnel record.

Written warnings will become null and void in keeping with the above, however, they will not be literally destroyed by the Town until official permission is received from the State Public Records Administrator.

- 17.8 Employee Request to Remove Material from File. An employee who objects to any personnel information on the grounds that it is inaccurate or misleading may add to the material a signed statement relating to it, or may seek, through the grievance procedure, to have the material altered or removed from the personnel records. In some instances, permission to remove material may have to be granted by the State Public Records Administrator.

Town of Mansfield
PERSONNEL RULES

Adopted: July 31, 1972
Revised: March 6, 1978
June 11, 1979
December 10, 1979
November 25, 1985
May 22, 1989
February 10, 1992
December 13, 1993
February 27, 1995
October __, 2011

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INTRODUCTION

This booklet has been prepared to provide you with a ready reference of:

1. Rules, regulations and policies regarding the Town of Mansfield's human resources program; and
2. The benefits for which you are eligible as an Employee of the Town of Mansfield.

The contents herein are presented as a matter of information only and are not to be understood or construed as a promise or contract between the Town and its Employees. Any oral statements or representations which conflict with this position are unauthorized and may not be relied upon by any employee.

These Personnel Rules and Regulations are not intended to cover all topics or circumstances. The Town reserves the right to respond to specific situations in the manner the Town believes best suits the needs of the Town and the Employee(s) involved.

Employees covered by a Collective Bargaining Agreement will be governed by the policies set forth in their respective Agreement to the extent such policies differ from the policies outlined herein.

The Town of Mansfield reserves the right to modify, revoke, suspend, terminate or cancel at anytime all or any part of its rules, regulations and policies as circumstances may require. The language used in the Personnel Rules and Regulations is not intended to create nor is it to be construed to constitute an employment contract.

All Employees are urged to read this manual carefully and at their earliest convenience. Any questions concerning this material should be directed to the Town Manager's Office.

DEFINITIONS OF PERSONNEL TERMS

1. ALLOCATION means the official assignment of an individual position to an appropriate class on the basis of the kind, difficulty, and responsibility of the work actually performed in the position.
2. APPOINTING AUTHORITY means an office or agency subject to the Town Charter having power to make appointments to positions.
3. CLASS or CLASS OF POSITIONS means a group of positions sufficiently alike in duties, authority, and responsibility to justify the application of same class title, qualifications, and salary range to all positions in the group and the use of the same tests of fitness in recruiting.
4. CLASSIFIED SERVICE means all positions in the Town service except elected officers, members of boards and commissions and officers appointed by the Council or the Town, the Town Manager, employees of the Board of Education, persons employed in a professional or scientific capacity to make or conduct temporary and special inquiries, investigations or examinations. For the purpose of these rules, the term “employees in the classified service” and “positions in the classified service” shall be used interchangeably.
5. ~~CLASS SPECIFICATION~~ JOB DESCRIPTION means the written description of a class containing the official title, a statement of the duties, authority, and responsibilities of the class and the qualifications that are necessary or desirable for the satisfactory performance of the duties of the class.
6. CONTINUOUS SERVICE means the employment by the Town without break or interruption. Leaves of absence with pay and approved leaves without pay of 12 weeks or less shall not interrupt continuous service nor be deducted therefrom. Military service does not constitute a break in service. All absences without approved leave in excess of three work days in any calendar month shall be deducted from and shall interrupt continuity of service.
7. DEMOTION means the change of an employee from a position in one class to a position in another class having a lower maximum salary rate.
8. DISMISSAL means the complete separation of an employee from Town service by failure of the employee to successfully complete his/her probationary period, or separation of a regular employee after she/he is given written notice.
9. ELIGIBLE means a person whose name is on an active employment list.

10. EMPLOYEE means a full-time, regular employee who has completed a probationary period.
11. EXEMPT EMPLOYEE means any employee who is not subject to minimum wage and overtime requirements as provided by Connecticut law, the Fair Labor Standards Act and related regulations.
12. FULL-TIME POSITION means a position requiring the observance of normal working hours, as stipulated in Section 6.1.a and 6.1.b, on a year-round basis.
13. INTERIM EMPLOYEE means a temporary employee whose appointment exceeds three months; this term will normally be used to characterize employees hired to fill grant funded positions.
14. LAYOFF means separation of an employee from the service of the Town due to lack of work or funds or elimination of the position held by the employee due to reorganization, a change in duties or other reasons related to the Town's operations.
15. MERIT means a system by which the Town seeks to treat employees and candidates for employment on the basis of their competence to perform the work which the Town considers to be in its best interest to require.
16. NON-EXEMPT EMPLOYEE means any employee subject to minimum wage and overtime requirements as provided by Connecticut law, the Fair Labor Standards Act and related regulations.
17. NON-REGULAR EMPLOYEE means an employee who is a seasonal or temporary employee.
18. OPEN COMPETITIVE TEST means a test open to all qualified persons including permanent Town employees.
19. PART-TIME POSITION means a position involving sub-normal working hours, such as a few hours a day or days a week on a regular recurring basis and paid on a proportional basis at one of the weekly rates established for full-time employment.

~~PERMANENT EMPLOYEE means an employee who has been regularly and legally appointed to a position in the classified service after satisfactorily completing a working test period (probation) in accordance with the Town Charter.~~

20. PERMANENT POSITION means a regularly established position in the classified service in which the duties are of such a nature that it can be reasonably assumed that the position will continue indefinitely.
21. PERSONNEL APPEALS BOARD means a three-member committee that seeks to assure the employment system of the Town is fair and equitable for both the Town and its employees.
22. POSITION means a related group of duties within an organization unit assigned to an employee.
23. PROBATIONARY PERIOD means a working test period during which an employee's fitness to perform the duties of the appointed class of position is demonstrated through the actual performance of those duties.
24. PROMOTION means advancing an employee from a position in one class to a position in another class having a higher maximum salary range.
25. PROMOTION TEST means a test to determine which employees in a particular class merit advancement to a higher class, admission to the test being limited to regular employees in the classified service who possess the required qualifications.
26. PUBLIC HEARING means a hearing after public notice at which any person may have a reasonable opportunity to be heard.
27. RECLASSIFICATION means a transfer of an employee from one class to another.
28. REGULAR EMPLOYEE means an employee other than a seasonal or temporary employee who has been regularly and legally appointed to a position in the classified service after satisfactorily completing a working test period (probation) in accordance with these Rules.
29. SEASONAL POSITION means a position requiring the observance of scheduled full or part-time working hours but which is filled only during certain months or seasons of the year.
30. SUSPENSION means the temporary separation of an employee from the service for disciplinary reasons and for a definite period specified in writing.
31. TEMPORARY EMPLOYEE means any employee appointed to a temporary position or temporarily appointed to fill a regular position.

32. TEMPORARY POSITION means a regularly established position in the classified service created for a designated period of time not to exceed one year.
33. TEST means any procedure upon which an employment decision is based.
34. TRANSFER means a change of an employee from one position to another position, whether in the same department or another department, in the same class or another class having the same minimum and maximum salary limits, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Chapter 1

GENERAL MERIT AND ANTI-DISCRIMINATION POLICIES

- 1.1 Personnel Policy. It is hereby the declared personnel policy of the Town of Mansfield that:

Employment in the Town government shall be based on merit, and free of personal or political considerations;

Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of the Town government;

Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis;

Appointments, promotions and other actions requiring the application of merit principles shall be based on systematic tests and evaluations;

Every consideration shall be given to the rights and interests of employees consistent with the best interests of the public and the Town;

Every employee is expected to comply with the spirit and intent of this merit system.

- 1.2 Equal Opportunity Employer. The Town of Mansfield is an equal opportunity employer. Except in the case of a bona fide occupational qualification or need, the Town does not discriminate in hiring or other personnel actions on the basis of any legally-protected class basis, including race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, veteran status, present or past history of mental disorder, disability, mental retardation, learning disability or physical disability, including, but not limited to, blindness.

- 1.3 ~~The Town of Mansfield reserves the right to amend and/or revise these Rules at its discretion.~~
Sexual and Other Unlawful Harassment. Please refer to the Town's sexual harassment policy, attached as Exhibit A to these rules.

Chapter 2

PURPOSE AND SCOPE

- 2.1 Purpose of Rules. It is the purpose of these rules to give effect to the Town Charter which states that:

~~"The manager shall also cause to be prepared a set of personnel rules which shall provide, among other things, for the methods of holding competitive examinations, administration of the classification plan, probationary periods of employment, hours of work, vacations, sick leaves and other leaves of absence, removals and such other rules as may be necessary to provide an adequate and systematic procedure for the handling of the personnel affairs of the Town." (Section 702-d)~~

"Consistent with all applicable federal and state laws, the Town Council shall provide by ordinance for the establishment, regulation, and maintenance of personnel policies necessary for effective administration of the Town's departments, offices and agencies, including but not limited to classification and pay plans, merit systems, examinations, force reduction, removals, working conditions, provisional and exempt appointments, in-service training, grievances and relationships with employee organizations, including collective bargaining units. " (Section c602)

- 2.2 Scope. The classified service shall include appointees to all positions now or hereafter created except the following:
- a. Elected officials and persons appointed to fill vacancies in elective offices
 - b. Members of boards and commissions
 - c. The town manager, town attorney, and other officers appointed by the Council
 - d. Employees of the Board of Education
~~The director of health~~
 - e. Persons employed in a professional capacity to make or conduct a temporary or special inquiry, study or investigation
 - f. Temporary and seasonal employees as defined in Section 7.4
 - g. Persons employed on a contractual basis

- h. Students participating in federal work study programs
 - i. Persons employed by non-profit entities and government agencies other than the Town

~~Persons doing workfare in conjunction with the general assistance regulations~~
 - j. Volunteer personnel
- 2.3 Application. Provisions of these personnel rules may be specifically included in and are subject to labor contracts negotiated with Town employees' bargaining units constituted under Section 7-467 to 7-477 inclusive of the General Statutes of Connecticut.
- 2.4 Omission. Provisions relating to the employment and tenure of employees to whom these Rules are applicable which are not specifically addressed by these Rules shall be determined by the town manager.

Chapter 3

ADMINISTRATION

- 3.1 Administration of Merit System. The merit system shall be administered by the town manager acting as the personnel director.
- 3.2 Technical Personnel Services. The town manager, ~~with the concurrence of Council,~~ may contract with any qualified person or agency for the performance of such technical services as may be needed in the establishment and operation of the personnel program.
- 3.3 Delegation of Authority. As stated in Section ~~603nC503~~ of the Town Charter: "The manager may designate one of his appointees to serve as acting manager during the manager's absence."
- 3.4 Delegation of Authority to Department Heads. The town manager may delegate to department heads or his or her designee the authority to take personnel actions in their departments in accordance with these rules. ~~This authority may not be redelegated by department heads.~~
- 3.5 Departmental Regulations. Subject to the approval of the town manager, a department head may develop regulations for the operation of his/her unit.

~~Emergencies. In an emergency, the town manager shall have the power to make decisions not specifically covered by these rules or the Town Charter. Such action shall be reported to the Council as soon as possible, but not later than its next regular meeting.~~

- 3.6 Amendments to the Personnel Rules. Any amendments to these Rules shall become effective upon approval by the Town Council and filing by the town manager with the town clerk. ~~being filed by the town manager with the town clerk.~~ Copies of any amendments shall be distributed to all members of the classified service.

Chapter 4

CLASSIFICATION PLAN

- 4.1 Classification of Positions. All positions in the classified service shall be grouped into classes and each class shall include those positions sufficiently similar in respect to their duties and responsibilities so that similar requirements as to training, experience, knowledge, skills, and personal qualities are applicable thereto.
- 4.2 Class Specifications. Written job descriptions ~~specifications~~ shall be prepared for each class. Each job description ~~class specification~~ shall include a class title, a description of the duties and responsibilities of the class, and the minimum qualifications required of applicants seeking appointment. Class specifications shall be descriptive and explanatory and shall not be restrictive.
- 4.3 Classification Plan. The Classification Plan is available in the office of the town manager and is hereby incorporated by reference along with any amendments thereto which may be recommended from time to time by the manager and adopted by ~~resolution~~ of the Town Council.
- 4.4 Reclassification of Positions. Whenever the duties and responsibilities of an existing position are so changed that the position in effect becomes one of a different class from that to which it is allocated, the town manager, on his/her own initiative or at the request of a department head, shall study the position and recommend re-allocation to the appropriate class. A reclassified position is not a new position and does not constitute the filling of an open position, and therefore is not subject to the positing requirements set forth in Section 7.1.
- 4.5 Employee Request for Reclassification. ~~Any regular non-union employee who considers his/her position improperly classified shall first submit a written request for reclassification to his/her department head for review. If the department head finds that there is merit in the request, the recommendation shall immediately be transmitted to the town manager. If the department head finds that the request is not justified, the employee shall be so advised, and the employee's right to appeal under the grievance procedure of Chapter 12 shall be made clear.~~

Any regular non-union employee may make a written request for a review of the classification of his/her position at any time, provided no such review had been made in the previous twelve months. The reclassification request shall be handled according to the following procedure.

- a. The request shall be made through the department head. The department head shall forward the request to the Town Manager.
 - b. Upon completing his/her investigation, the Town Manager may reclassify the position effective on the date of his/her decision or may order removal of the duties.
 - c. If the employee's request and information from the department disclose that the employee is performing such duties as to require the creation of a new job classification, the Town Manager may develop a job description and assign a pay range for the new position or may order removal of the duties.
- 4.6 Status of Employees Upon Reclassification. Upon the reclassification of a position from one class to another class of the same, a lower level or a higher level, the method of filling the position shall be determined in accordance with the appropriate rules regarding transfers, demotions or promotions. An employee occupying a reclassified position at the same grade level shall continue in the position if the change is in class title only; or, if the change is in recognition of the gradual change in duties and the employee has been satisfactory or better in performance of the duties of the position. The town manager may, before recognizing an employee's right to retain a position reclassified to a higher level, require evidence of the qualifications and fitness of the incumbent including hearings, investigations and/or non-competitive examination.
- 4.7 When an employee is reclassified to a class with a higher base maximum rate, the town manager shall have the discretion to set the beginning pay rate at any rate equal to or higher than the lowest step in the higher range that will provide an increase of approximately 10% over the rate received prior to reclassification, provided the new range will permit such an increase. If the pay range for the class does not allow for a 10% increase, the increase shall be the highest rate available in the pay range for that class. When an employee is reclassified to a class with a lower base maximum rate, the beginning rate shall be at the step in the lower range that is closest to the rate received prior to reclassification, provided the new range will permit such an increase.

Chapter 5

PAY PLAN

- 5.1 Guidelines for Establishing Salaries. In order to assure the recruitment and retention of personnel necessary to maintain a continued high level of public service, it is the policy of the Town that the level of compensation of municipal employees should compare equitably with prevailing rates among the Town's workforce and in the relevant labor market. In carrying out this policy, consideration shall be given to the various positions, rates paid for comparable services in public and private employment, experience in recruiting for such positions and availability of funds. Any annual changes made by the Town Council to compensation terms are hereby incorporated into these Rules, and any Rules that are contrary to such changes are null and void to the extent they conflict only.
- 5.2 Preparation of the Plan. The town manager shall prepare a uniform and equitable pay plan which shall consist of minimum and maximum rate of pay for each class and such intermediate rates considered necessary or equitable. The pay plan shall be submitted to the Town Council for action. The salary ranges for positions in the classified service shall consist of those listed in the approved annual budget and collective bargaining agreements, as amended from time to time.
- 5.3 Pay Surveys. The town manager shall make comparative studies of factors affecting the level of salary ranges ~~approximately once over year~~ when deemed appropriate. On the basis of the information derived from the studies, requests for adjustments in salary ranges shall be initiated by the town manager and submitted to the Town Council for action.
- 5.4 Pay Increases by Merit. An employee may receive an annual salary increase for meritorious service consistent with the approved pay plan. Increments are not to be considered automatic or based on length of service alone. Such increase shall be given upon the recommendation of the employee's department head.
- 5.5 Entrance Salary Rates.
- a. Starting Rate on Initial Employment. The entrance pay rate of a class shall normally be offered for recruitment purposes and shall normally be paid upon appointment to the class. The town manager may approve initial compensation at a rate higher than the minimum in the pay range for the class when the needs of the service make such action necessary, provided that:

- (1) The qualifications of the applicant are outstanding in relation to those of competing applicants; the qualifications of the applicant are substantially in excess of the requirements of the class; and the applicant cannot be hired at the minimum rate; and/or,
 - (2) There is a shortage of qualified applicants available at the minimum rate of the range; and/or,
 - (3) The competitive realities of the job market make such a rate appropriate.
- b. Starting Rate on Return from Military Service. Any regular employee who leaves the Town service to enter the armed forces shall be reinstated in accordance with Section 7-462 of the Connecticut General Statutes as amended.
- c. Rate of Pay on Transfer, Reclassification or Demotion. When a regular employee is transferred or reclassified from a position in one class to a position in another class at the same grade, he/she shall continue to be paid at the same rate.

When a regular employee is demoted to a lower grade, the salary shall be set at:

- (1) The rate in the lower grade which provides the smallest decrease in pay, if the action is not for cause; or,
 - (2) If the action is for cause, the appropriate rate in the lower grade that is less than the employee's existing salary as determined by the town manager.
- d. Rate of Pay on Promotion. When an employee is promoted to a class with a higher base maximum rate, the beginning rate shall be at the lowest step in the higher range that will provide an increase of approximately 10% over the rate received prior to promotion, provided the new range will permit such an increase. If the pay range for the class does not allow for a 10% increase, the increase shall be the highest rate available in the pay range for that class.
- e. Rate of Pay on Reclassification. Refer to Section 4.7.

5.6 Salary Advancement Within Range

- a. Completion of Probation. Upon satisfactory completion of probation following initial appointment or promotion, the salary of a regular employee may be advanced a half-step.

b. Advancement in the Base Range. At the completion of the first 52 weeks of service, the employee may, on recommendation of the department head and approval of the town manager, be advanced another half-step to the next higher rate above the hiring rate in the appropriate salary range provided performance has been satisfactory. Subsequent advancement within the range shall be dependent upon the recommendation of the department head concerned and approval of the town manager as follows:

- (1) An employee whose performance is considered to be satisfactory may receive one step each 52 weeks until the base maximum is reached.
- (2) An employee whose performance is considered to be outstanding may receive one additional step each 52 weeks until the base maximum is reached. No employee shall be granted more than two step increases in any one year.

5.7 Longevity Advancement for Non-Union Employees.

a. Amount. Longevity pay is provided in the pay plan to give financial recognition for long and faithful services to the Town. The Town Council shall periodically adopt a longevity payment schedule, at the recommendation of the town manager.

~~Annual longevity payments shall be based on the following schedule:~~

Continuous Full Time Service	Annual Payment
6 years but less than 10	\$475
10 years but less than 15	\$550
15 years but less than 20	\$650
20 years or more	\$800

b. Payment. Longevity pay shall be earned on the Sunday following the employee's full-time anniversary hiring date ~~and paid the employee on the pay day following the pay period in which the longevity is reached during the fiscal year and will be paid in the second payroll of November of that fiscal year.~~

c. Eligibility. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Prior years of full-time service which have been interrupted for just and reasonable cause may be added to years of continuous full-time service by the town manager.

5.8 Full-Time Basis of Salary Schedule. Salary rates are based on full-time employment at normal working hours for each group specified in Chapter 4. Hourly rates are computed by dividing the annual salary by the standard annual scheduled hours of work for each group, based upon a 52.2 week work year. Part-time employees in any of the groups will be compensated on a proportional basis for actual hours worked.

5.9 Implementation of Pay Adjustments. Pay changes resulting from completion of probation, merit, promotion, demotion, cost-of-living or related salary adjustments shall occur the Sunday following the effective date of the change be made as of the effective date of the change.

~~Compensation for Board or Commission Clerical Work. Employees who work a 35 hour week and who are authorized to do clerical or secretarial work after regular hours for any Town board, commission or committee shall be compensated at their regular rate for hours up to and including 40. They shall be compensated at a rate one and one half times their regular hourly rate for the actual hours over 40 worked in any one week, but not less than three hours for the first three hours or any part thereof. The rate shall be twice the regular rate for all work on Sunday. Transcription of minutes shall be done during regular working hours. All such work performed under this section shall be counted as time worked in the computation of overtime.~~

5.10 Compensation for Work in a Higher Classification. When assigned to work in an acting capacity in a higher classification for more than ten days, an employee shall be considered for additional compensation to be determined by the department head and town manager.

5.11 Department Heads in an Acting Capacity. When a department head is assigned to perform the duties and assume the responsibilities of another department head for a period of more than sixty (60) days, he/she shall be considered for additional compensation to be determined by the town manager with the approval of the Town Council.

CHAPTER 6

HOURS OF WORK AND OVERTIME

6.1 Hours of Work.

- a. Normal Work Week. The normal work week for full-time regular and temporary employees shall be:
- ~~(1) A total of 40 hours, consisting of five (5) work days of eight (8) hours each for employees in the labor and trades group of the Department of Public Works.~~
 - ~~(2) An annual average total of 40 hours per week for uniformed employees of the Department of Public Safety.~~
 - ~~(3) A total of 40 hours per week for the Assistant Maintenance Director, the Superintendent of Public Works, and the Animal Control Officer.~~
 - ~~(4) A total of 35 hours consisting of five (5) work days of seven (7) hours each for all other employees.~~
- (1) As determined by the applicable collective bargaining agreement for union employees.
 - (2) An annual average total of 42 hours per week for uniformed employees of the Department of Public Safety.
 - (3) A total of 40 hours per week for the Facilities Management Director, the Superintendent of Public Works, and information technology staff.
 - (4) A total of 35 hours per week for non-union regular employees.
- b. Normal Work Day. The normal work day is as determined by the employee's Department Head, with approval from the Town Manager.
- ~~The normal work day for full-time regular and temporary employees shall be:~~
- ~~(1) Labor & Trades: 7:00 a.m. until 3:30 p.m., with one half hour for lunch. Said hours may change with mutual agreement of Town and Union.~~

~~(2) 35 hour Work Week Employees: Town Hall, 8:30 a.m. to 4:30 p.m.; Garage, 8:00 a.m. to 4:00 p.m., with one hour for lunch in both instances.~~

~~(3) Where service to the public is required on a basis other than the above (seasonal, 24 hour, varied), work schedules shall be prepared by the relevant department head with the approval of the town manager.~~

- c. Meal Periods. The town manager may authorize the inclusion of meal periods as time actually worked for shift-type positions.
- d. Rest Periods. The town manager may authorize the inclusion of a ten-minute rest period during each half of the daily schedule as time actually worked. The department head will schedule specific times for rest periods and may combine both into one twenty-minute period.

6.2 Overtime.

- a. Overtime Administration. In emergencies, the town manager may prescribe reasonable periods of overtime work to meet operational needs. Complete records of overtime of non-exempt employees shall be maintained by the Finance Department.
- b. Authorization. ~~Overtime shall be compensated only when properly authorized as prescribed by the town manager.~~ Non-exempt employees shall not work overtime except when properly authorized as prescribed by the Department Head or his or her designee.
- c. Positions Exempt from Overtime. Because supervisory bona fide executive, professional and administrative personnel have an obligation that goes beyond fixed work schedules, these employees shall not be paid for overtime work except under exceptional circumstances and with prior written approval of the town manager.

~~Supervisory personnel will accrue compensatory time after working 40 hours in any week, while professional and administrative personnel will accrue compensatory time after working 37 hours in any one week. (See 6.2.e)~~

Exempt personnel will accrue compensatory time after working 40 hours in any week.

Exemption from overtime eligibility is determined in accordance with applicable state and federal statutes and regulations.

d. Overtime Payment. When an employee has received proper authorization to work hours in excess of their regular work week as prescribed in 6.2a and 6.2b the following overtime rates apply:

- (1) 35 hour/week employees. For full-time non-exempt employees regularly scheduled to work thirty five (35) hours per week, they shall receive their regular hourly rate for up to forty (40) hours per week and one and one half times their regular hourly rate for all hours worked over forty (40) hours per week.
- (2) 40 hour/week employees. For full-time non-exempt employees regularly scheduled to work forty (40) hours per week, they shall be compensated at one and one half times their regular hourly rate for all hours worked over forty (40) hours per week.
- (3) 42 hour/week employees. For full-time non-exempt Department of Public Safety employees regularly scheduled to work forty two (42) hours per week, they shall be compensated at one and one half times their regular hourly rate for all hours worked over forty two (42) hours per week.

~~When a full time non exempt employee is required to work in excess of the normal work week as described in Section 6.1.a, he/she will receive payment as stipulated in the applicable collective bargaining agreement.~~

~~Notwithstanding the above, employees authorized to do clerical or secretarial work after regular hours for any Town board, commission or committee shall be compensated consistent with Chapter 5.10 of these rules.~~

Vacations, holidays and paid sick leave will not be considered as work days for the purpose of computing overtime.

e. Compensatory Leave in Lieu of Overtime Payment.

- (1) Non-Exempt. A regular non-exempt full-time employee may request compensatory leave equivalent to the amount of overtime worked in lieu of payment. Compensatory leave shall be scheduled at a time mutually agreeable to the employee and the department head, ~~and must be taken in the same week in which the overtime was worked.~~

Compensatory leave balances cannot be carried over from fiscal year to fiscal year for non-exempt employees. Compensatory leave earned and not taken within the fiscal year

it was earned shall be paid at the rate in which it was earned in the last pay period of the fiscal year.

Upon termination for any reason, a non-exempt employee will be paid for unused compensatory time.

- (2) ~~Exempt. Supervisory personnel will accrue compensatory time after working 40 hours in any one week. Professional and administrative employees will accrue compensatory time after working 37 hours in any one week. Compensatory time will not be accrued by employees while on administrative leave for training purposes pursuant to Chapter 10.12.a.(1) of these rules. Exempt personnel will accrue compensatory time after working 40 hours in any one week. Compensatory time will not be accrued by employees while on administrative leave for training purposes pursuant to Chapter 10.12.a.(1) of these rules unless training occurs on a weekend or a paid holiday.~~

Earned compensatory time can only be taken with the approval of the employee's supervisor. Compensatory leave balances in excess of one hundred and five (105) hours for 35 hour/week employees and one hundred and twenty (120) hours for 40 hour/week employees on May 1, 2012 shall be forfeited unless carryover is approved by the Town Manager. Compensatory leave balances in excess of seventy hours (70) hours for 35 hour/week employees and eighty (80) hours for 40 hour/week employees on May 1, 2013 shall be forfeited unless carryover is approved by the Town Manager. Compensatory leave balances in excess of thirty five (35) hours for 35 hour/week employees and forty (40) hours for 40 hour/week employees on May 1, 2014 and beyond shall be forfeited annually on May 1st unless carryover is approved by the Town Manager. A list of the employees whose positions are exempt is available in the town manager's office.

- 6.3 Call-Back Time. When a full-time employee in a non-exempt position is officially ordered to report back to work for emergency service after departing from his/her regularly scheduled shift, the employee shall be compensated for all hours worked at the rates set forth in Section 6.2.d or two (2) hours pay at his/her regular rate, whichever is greater.
- 6.4 New Classes. When any new class is created and/or when the salary level of any existing class is changed, the overtime provisions of this section shall be applied in an equitable manner according to the classification group which includes the class.

Chapter 7

RECRUITMENT, SELECTION AND APPOINTMENT OF EMPLOYEES

7.1 Recruitment of Employees.

- a. Recruitment Policy. Individuals shall be recruited from a geographic area as wide as is necessary to assure obtaining well-qualified candidates for the various types of positions. Recruitment shall occur in accordance with the Town's equal employment opportunity policy.
- b. Announcement. The town manager shall post vacancies for all positions in the classified service ~~to be made known by posting announcements of such vacancies on official bulletin boards, in newspapers and other publications, and in such places as the town manager deems advisable by using means of publicizing the announcement as are, in his or her judgment, best suited for informing and attracting qualified individuals.~~ Postings may be made solely internally, or a combination of internally and externally, as deemed appropriate by the Town Manager.
- c. Recruitment and Moving Expenses. It is recognized that various staff, professional and supervisory positions may require recruitment from outside the area to obtain well-qualified applicants. Accordingly, in recruiting for and filling positions of this type, the town manager may authorize payment of expenses for an applicant's trip for a personal interview or reporting to duty upon appointment to Town service. Reimbursable expenses may include an allowance for transportation, meals and lodging.

7.2 Selection of Employees.

- a. Application Forms. Applications for employment shall be accepted at ~~any time~~ only for posted vacancies. Each candidate for municipal employment shall ~~make application on the standard form prescribed and provided by the town manager~~ complete the official employment application. Resumes, transcripts, certifications and other materials may be required as is deemed necessary in order to judge the applicant's fitness for service with the Town. ~~Such information may be required as is deemed necessary in order to judge the applicant's fitness for service in the Town.~~ Applications shall not be returned to the applicant, but will remain on file for six ~~(6)~~ months, after which they ~~may be destroyed~~ at least two years, after which they may be destroyed once approval has been received from the State Records Administrator.

- b. Background Investigations. Prior to certification of employment, the town manager may investigate the candidate's educational record, previous work history, personal record, character, and credit and criminal history, and may, after conditional offer of employment and as permitted by law, require a physical examination. In addition, police officer candidates will require a psychological evaluation with either a psychiatrist or a doctor of clinical psychology.
- c. Rejection of Applications. The town manager may reject any application which indicates that the applicant does not possess the minimum qualifications required for the position or which was not filed by the announced closing date for receiving applications, unless prior to such date an extension had been publicly announced.
- d. Disqualification of Applications. The town manager may remove from further consideration the application of any person who has an unsatisfactory employment or personal record as evidenced by reference or other inquiry; has made false statements of any material fact or practiced deception in his/her application; ~~is addicted to the habitual excessive use of drugs or intoxicants;~~ has been convicted of a felony related to the job sought; or is unable to perform the essential functions of the position to which she/he seeks appointment, with or without reasonable accommodation.
- e. Policy of Non-Discrimination. (See Section 1.2)
- f. Eligibility for Competitive Examinations. Only applicants who meet the minimum qualifications shall be permitted to take the examination for a position in the classified service. The Town may limit the number of applicants accepted for an examination. Advancement within the service shall be through promotional tests which shall be open to all regular employees who meet the necessary requirements and who are serving in an appropriate class as determined by the town manager or under the applicable collective bargaining agreement. Promotional examinations may be limited to a single department. ~~While vacancies in higher positions shall, as far as practicable, be filled by promotion from lower positions, the town manager may direct that such positions shall be filled by competitive tests open not only to members of the classified service but also to all other qualified persons.~~
- g. Competitive Examination. All regular appointments to positions in the classified service of the Town of Mansfield shall be made according to merit and suitability fitness. Examinations shall be constructed to reveal the capacity of the candidate for the particular class for which

the applicant is being considered and/or to appraise the applicant's general background and related knowledge. These examinations may include written, oral, practical, physical, psychological or performance tests, or any combination of these, as permitted by law. Education, experience, aptitude, knowledge, character and physical fitness shall be considered with weights assigned to each factor as may be deemed proper by the town manager or such advisory committee or examining committee as he/she may appoint.

- h. Evaluation Boards. When an oral examination forms a part or all of the examination for a position, the town manager or his/her designee shall appoint an evaluation board. This board shall normally consist of three or more members, of whom at least ~~one shall be a supervisory or management~~ two shall be a person technically familiar with the character of the work in the position for which the applicants will be examined. The board members may be comprised of Town and non-Town employees in any combination. All applicants who qualify for the oral examination shall be rated by the same evaluation board.
- i. Certification and Notice. Applicants shall be certified in order of their competence as demonstrated in the testing procedure. ~~The top three applicants shall be certified to the appointing authority and appointment shall normally be made from these top three persons.~~ Those applicants having received passing scores throughout the examination process shall be certified to the appointing authority and appointment shall normally be made from the top three persons. In the case where two vacancies exist, the selection shall normally be made from the top six persons on the list. For each additional vacancy, the number of candidates from whom the appointment shall normally be made shall increase by three. For vacancies within the Fire Department, the number of certified candidates may be greater than three per vacancy.

If the top persons are shown to be unsuitable by the appointing authority, a second list will be submitted by the town manager. All applicants invited to participate in the examination process shall be notified of the results of the hiring procedure in writing as soon as possible following the close of the examination period.

- j. Right of Test Review. Candidates who wish to review their test results must submit a ~~written request to do so within seven (7) days of receiving their test scores. The Town will schedule such review within thirty (30) calendar days of receiving a candidate's written request .~~ via a Freedom of Information Act request through the Town Clerk's office. Disclosed records may be publicly inspected or

received via hardcopy for a fee as determined by the Connecticut General Statutes. Records are maintained for at least two years, after which they will be destroyed once approval has been received from the State Records Administrator.

- k. Re-Examination. A person who has failed to pass an examination shall not be re-examined for the same class within ninety (90) days of the original examination, unless otherwise authorized by permission of the town manager.
- l. Certification List to Remain Active. Rosters of eligible applicants shall remain in effect for one year unless the roster is exhausted sooner. For Fire Department vacancies certified lists may be extended and remain active for up to one additional year upon the recommendation of the Fire Chief and approval of the Town Manager. During the time when such roster is in effect, vacancies occurring in applicable positions in the classified service may be filled from among applicants on the roster. Upon the recommendation of the appointing authority and approval of the Town Manager, certified lists with less than three qualified applicants may be inactivated prior to the expiration date of the list.

- 7.3 Medical Examination. For certain job categories and as permitted by law, each entering employee will be required to take a medical examination after the employee receives a conditional offer of employment and prior to the commencement of employment to determine the individual's fitness for duty. The Town may condition an offer of employment on the results of such an examination. Likewise, for certain job categories, employees will be required to take periodic medical examinations which are job-related and consistent with business necessity to determine the employees' ongoing fitness for duty.

The Town will treat the results of all medical examinations as confidential and will maintain all documents resulting from such medical examinations in separate medical files. The Town will pay the cost of all medical examinations which are required by the Town and will arrange to have such examinations performed by physicians chosen by the Town.

7.4 Appointment of Employees.

- a. Method of Filling Vacancies. All vacancies shall be filled by regular appointment, temporary appointment, part-time, or seasonal appointment. Appointment to a vacancy in the classified service shall be by the appointing authority from the qualified candidates as certified by the town manager.

- b. Regular Appointment. A regular appointment indicates that the employee is to work for the Town on a continuing basis. A regular appointment will be made from an employment list in the following order: re-employment layoff, re-employment termination as defined in Section 8.5 paragraph two, transfer, promotion list, and open competition.

Every regular employee shall serve a probationary period after the original or promotional appointment, in accordance with the provisions of Chapter 8 of these rules. The status of the employee shall be probationary until his/her department head notifies the town manager in writing that the employee's services are satisfactory and recommends that the probationary period be ended.

- c. Temporary Appointment. A temporary appointment indicates that the employee is to work for the Town for a period of not more than one year. When an employee has service of twelve (12) consecutive months in a temporary appointment, a personnel action form shall be submitted changing the status to regular or separating the employee from service.

- (1) When the appointment of an employee is changed from temporary to regular, crediting of ~~annual~~-vacation leave and sick leave becomes retroactive to the date of the original appointment provided there has been no break in service.

- (2) Temporary employees may be separated at any time within the one-year appointment when their services are no longer required. The separation is not subject to Chapter 11 of the Personnel Rules or any bargaining agreement.

- d. Part-Time Positions. Employees appointed to part-time positions may receive regular or temporary appointments, as appropriate.
- e. Seasonal Positions. A seasonal position may be full or part-time and is filled only during certain months or seasons of the year. This position is not eligible for fringe benefits nor shall it extend for a period in excess of ~~420~~-180 calendar days.

Chapter 8

PROBATIONARY PERIOD

- 8.1 ~~Objective Purpose of Probationary Period.~~ The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized by supervisors, department heads, and the town manager to closely observe the employee's work as well as to secure the most effective adjustment of each new employee to his/her position and to reject any employee whose performance does not meet the required work standards.
- 8.2 ~~Duration.~~ Every person appointed to a regular position or promoted to a higher or new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the department head or town manager to observe the employee's ability to perform the principal duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall continue for not less than six months nor more than twelve months.
- 8.3 ~~Evaluation of Performance.~~ At the end of the third month of employment during the probationary period and at intervals of three months thereafter for the duration of the probationary period, an evaluation report shall be prepared by the supervisor, reviewed by the department head and forwarded to the town manager. Such reports shall give an accurate and fair appraisal of the employee's work, the person's willingness and ability to perform the duties of the position satisfactorily, as well as observations concerning work habits and dependability. Evaluation of department heads will be conducted by the town manager on the same basis.
- 8.4 ~~Successful Completion of Probationary Period.~~ If after a minimum of six months has been completed, the supervisor, department head or town manager determines that the employee's performance is satisfactory, the probationary period may be determined to be ended. Such action shall be in writing to the employee with a copy to the town manager. Similar notification will be given to department heads by the town manager concerning the completion of their probation. Written notification must be given to the town manager prior to the completion of twelve (12) months service, as stated in Section 8.2. When the probation period has been successfully completed, the employee shall be deemed a permanent regular employee of the Town.
- 8.5 ~~Termination.~~ At any time during the probationary period, the department head or town manager may terminate an employee if ~~the working test indicates that such~~ the employee is unable or unwilling to perform the

duties of the position satisfactorily or that the individual's habits and dependability do not merit continuance in the position. Such action shall be in writing to the employee with a copy to the town manager. Termination of department heads by the town manager shall be affected on the same basis.

An employee appointed through promotion who does not successfully complete the probationary period shall be reinstated in a position in the class occupied by the employee immediately prior to promotion if the position is still available. If such position is not available, the individual shall be terminated and his/her name placed on a reappointment list.

Any termination made during the probationary period shall not be subject to appeal.

8.6 Benefits During Probationary Period. Probationary employees shall accrue the same benefits as regular employees with the following exceptions:

- a. Vacation and personal days may not be utilized until probation has been successfully completed.
- b. Promotional opportunities shall not be available to probationary employees.
- c. Insurance coverage ~~shall take effect after an initial waiting period as determined by the Town's insurance carriers~~ shall normally take effect on the first day of the calendar month following the date of hire.

Chapter 9

PROMOTION, TRANSFERS, DEMOTIONS AND RE-EMPLOYMENT

- 9.1 Promotion Policy. The Town encourages employees to develop skills, attain greater knowledge of their work and make known their qualifications for promotion to more responsible and difficult positions. ~~No supervisor shall deny an employee permission to apply for a promotion opportunity in any Town office or department.~~ When the town manager determines that an insufficient number of well-qualified employees is available from within the classified service, outside applicants may be considered in order to provide an adequate number of candidates for consideration.
- 9.2 Transfer Policy. A voluntary or an involuntary transfer of an employee from one position to another without change in grade may be affected when one or more of the following criteria are met:
- a. The employee meets the qualification requirements.
 - b. The transfer is in the best interest of the Town in the consideration of the town manager.
 - c. Further training and development of an employee in another position would be beneficial to the future staffing potential of the Town.
 - d. The transfer meets a personal need of the employee and is consistent with "a" and "b" above.
- 9.3 Demotion Policy. An employee may be demoted to a position of a lower grade for which he/she is qualified for any of the following reasons:
- a. When an employee would otherwise be laid off because his/her position is being abolished or reclassified to a lower grade; when there is a lack of work or lack of funds; or because of the return to work from authorized leave of another employee to such position in accordance with these rules.
 - b. When an employee does not possess the necessary qualifications to render satisfactory service in the position held.
 - c. When an employee voluntarily requests such demotion.
 - d. In discipline, consistent with Chapter 11.4.d.

~~Re-Employment Policy. Permanent employees with a satisfactory employment record who are separated from the service through no fault of their own shall be placed on appropriate re-employment lists in the order to be determined by the town manager.~~

~~Permanent employees who have a satisfactory service record may request that their resignation be withdrawn. Such request must be made in writing and within one year from the effective date of their resignation. Their names will then be placed on appropriate lists providing for consideration for re-employment in the same or comparable classification to the one resigned. The ranking of such employees on the list will be based on the same factors used for employees separated from the service. The eligibility of all candidates on re-employment lists will expire one year from the date on which they became entitled to the re-employment rights.~~

Chapter 10

LEAVE

- 10.1 General Policy. Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. ~~The provisions of this chapter are applicable only to non-bargaining unit employees. Union employees will find their leaves stipulated in their bargaining agreement.~~ Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with these rules on the basis of the work requirements of the departments and, whenever possible, the personal wishes of the employee.
- 10.2 Types. The following types of leave are officially established:
- Holiday Leave
 - Vacation Leave
 - Sick Leave
 - Worker's Compensation Injury Leave
 - Disability Leave
 - Compensatory Leave
 - Bereavement Leave
 - Family/Medical Leave
 - Other Leave with Pay
 - Leave without Pay
 - Military Leave
 - Family Violence Victim Leave
- 10.3 Eligibility.
- a. Regular Employees. All full time employees are eligible to earn paid holiday, vacation, sick, personal, and bereavement leave. Part time employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week are eligible to earn paid holiday, vacation, sick, personal, and bereavement leave on a prorated basis based upon their FTE status. Other forms of leave specified in this Chapter may be granted in accordance with the parameters established in this Chapter and applicable law. All regular employees who work less than twenty (20) hours per week may be granted leave without pay in accordance with the parameters established in this Chapter.
- b. Interim Employees. All interim employees who regularly work thirty-five (35) or more hours per week, except for those employed by the Parks and Recreation Department, shall be eligible to be paid for holidays defined in 10.5 and earn sick leave as defined in 10.7.
- 10.4 Procedure for Requesting Leave. Unless otherwise provided by statute or regulation, employees must submit a leave request form to their immediate supervisor prior to taking leave (except for holiday leave and

workers compensation leave) indicating the kind of leave, duration, and dates of departure and return; requests must be approved by the employee's immediate supervisor or other appropriate authority as designated in this Chapter prior to taking leave. ~~For all leave (other than holiday, sick, injury and bereavement leave,) a written request on forms prescribed by the town manager indicating the kind of leave, duration, and dates of departure and return must be approved by the town manager prior to the taking of leave.~~ In the case of sick or bereavement leave, the leave forms shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is substantiated by an approved leave request form, an employee shall not be paid for any absence from scheduled work hours. Employees taking an unapproved leave of absence shall be subjected to the discipline process defined in Chapter 11.

10.5 Holiday Leave. The following holidays for eligible regular and interim employees in full time positions shall be granted with pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Day
- Floating Holiday

Regular and interim employees in part time positions working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall be paid holiday leave for these holidays on a prorated basis based upon their FTE status.

When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, the following Monday shall be observed.

Eligible regular and interim employees required to work on the designated holidays shall be granted compensatory leave for actual hours worked on the holiday.

~~Holiday for Regular Part Time Employees. Part time employees who are scheduled to work less than twenty (20) hours per week shall not be eligible for holiday leave. Part time employees whose normal work week is twenty (20) hours or more shall be paid on a pro rata basis according to the hours worked during their normal work week.~~

~~Holiday for Temporary Full-Time Employees. Temporary full-time employees, except those in the Recreation Department, shall receive holiday leave with pay.~~

In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on both the scheduled workdays immediately preceding and following the holiday.

10.6 Vacation Leave.

- a. Eligibility. Eligible regular and interim employees whose normal work week is twenty (20) hours or more and who have completed six months employment are eligible to accrue vacation leave.
- b. Accrual of Vacation Leave. Vacation leave shall be accrued on a monthly basis as defined in the table below. Vacation leave earned in any month of service may be used in any subsequent month. Regular and interim employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue leave on a prorated basis based upon their FTE status.

~~Regular employees whose normal work week is 35 hours or more and who have completed six months employment are eligible for vacation leave as follows:~~

Length of Continuous Service	Earned Vacation Leave
Six months	5 days (5/6 per mo.)
1 year up to but not including 5 years	10 days (5/6 per mo.)
5 years up to but not including 10 years	15 days (1 1/4 per mo.)
10 years and over	20 days (1 2/3 per mo.)

~~Vacation leave shall be accrued on a monthly pro rata basis, based on the annual earned vacation leave.~~

~~Vacation leave earned in any month of service may be used in any subsequent month.~~

~~Vacation for Regular Part-Time Employees. Regular part-time employees who are scheduled to work less than twenty (20) hours per week shall not receive vacation leave. Regular part-time employees whose normal work~~

~~week is twenty hours or more shall receive vacation leave in proportion to their normal work week.~~

~~Vacation Scheduling. To apply for vacation leave, employees shall submit a Request For Leave form to their department head (see Section 10.3). Vacations shall be scheduled by each department head in accordance with departmental requirements giving preference to employee choice according to seniority.~~

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>	<u>Maximum Accrual on Nov. 1st</u>
Six months 35 hr work week employees	5.84 hrs/month ≈ 5 days	35 hours ≈ 5 days
40 hr work week employees	6.67 hrs/month ≈ 5 days	40 hours ≈ 5 days
1 year up to but not including 5 years 35 hr work week employees	5.84 hrs/month ≈ 10 days/yr	140 hours ≈ 20 days
40 hr work week employees	6.67 hrs/month ≈ 10 days/yr	160 hours ≈ 20 days
5 years up to but not including 10 years ¹ 35 hr work week employees	8.75 hrs/month ≈ 15 days/yr	175 hours ≈ 25 days
40 hr work week employees	10 hrs/month ≈ 15 days/yr	200 hours ≈ 25 days
10 years up to but not including 25 years 35 hr work week employees	11.67 hrs/month ≈ 20 days/yr	210 hours ≈ 30 days
40 hr work week employees	13.34 hrs/month ≈ 20 days/yr	240 hours ≈ 30 days
25 years and over 35 hr work week employees	14.59 hrs/month ≈ 25 days/yr	245 hours ≈ 35 days
40 hr work week employees	16.67 hrs/month ≈ 25 days/yr	280 hours ≈ 35 days

- (1) Benefits for Department Heads. Department heads with less than ten years service shall receive vacation time accrued at the rate of ~~1 1/4 days per month~~. 8.75 hours per month for thirty-five

¹ Also includes department heads as noted in 10.5b(1).

(35) hour/week employees and 10 hours per month for forty (40) hour/week employees.

- (2) Absences of 90 Calendar Days or Less. Employees with approved leaves of absence of ninety (90) calendar days or less shall continue to accrue vacation leave as defined in 10.6b.
- (3) Absences in Excess of 90 Calendar Days. Employees with approved leaves of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave until they return to duty.
- (4) Re-hired Employees. Individuals whom were employed in regular benefits eligible positions and separate from Town service, but are later rehired, shall be considered to have a break in service. As a result, these employees shall be considered new employees for the purposes of calculating vacation accruals.
- (5) Transfers. An employee who is transferred between departments shall retain all accrued vacation leave.

c. Maximum Accumulation of Vacation Leave. A regular employee may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her yearly earned vacation leave as defined in the table in 10.6b. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department head and then forward the request to the town manager no later than October 15th for review and consideration. Vacation carryovers will only be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year. ~~A regular employee may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her yearly earned vacation leave, up to a maximum of thirty (30) days. The maximum number of days must be at the prescribed limit on November first of each year. Any excess accumulated vacation time will be deducted on November first. Upon termination, the employee will be paid for no more than the maximum vacation time allowed.~~

d. Request for Vacation. To apply for vacation leave, employees shall submit a leave request form to their immediate supervisor. In order to assure the orderly performance and continuity of those municipal

services provided by the employees and their respective departments, each employee wishing to schedule a vacation should request such leave as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. In order to assure that vacations may be scheduled when wanted, employees should make their requests as far in advance as possible.

~~Break in Service. 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. Special provisions covering employees serving in the military are contained in Section 10.12.d.~~

~~Transfers. An employee who is transferred between departments shall retain all accrued vacation credit.~~

- e. ~~Advanced Vacation. Eligible regular employees may take vacation leave beyond the amount earned only in the most unusual cases. Employees seeking to make an advanced vacation request must do so in writing, have the request signed by their department head and then forward the request to the town manager for review and consideration. No advanced vacation shall be approved without a written agreement signed by the employee insuring reimbursement to the Town if termination occurs before earning the vacation leave taken. An employee may take vacation leave beyond the amount earned only in the most unusual cases. Requests for advanced vacation must be submitted by the department head to the town manager in writing, and no advanced vacation shall be approved without a written agreement signed by the employee insuring reimbursement to the Town if termination occurs before earning the vacation credit taken. Forms are available in the town manager's office.~~
- f. ~~Holiday Celebrated During Vacation Leave. When an observed holiday as established in 10.5 occurs during an employee's vacation leave, said holiday shall not be considered part of the vacation leave. Observed holidays established by these rules shall not be considered in the computation of vacation credit or as part of the vacation leave.~~

~~Use of Vacation Credit. An employee may take earned vacation leave with proper authorization except that no employee may take vacation leave of less than one-half the normal work day. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation except in the most unusual cases and with the approval of the town manager.~~

- g. **Sickness While on Vacation.** An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three vacation days and the employee files a physician's certificate describing the nature and duration of the illness with his/her department head Human Resources.
- h. **Vacation Leave Payouts.**
 - (1) **Separation from Service.** Employees who separate from Town service in good standing shall receive payment for their accrued vacation leave balance; separating employees shall not be paid for any vacation leave balance in excess of the maximum accrual defined in 10.6b. Vacation leave payouts shall be subject to applicable taxes and deductions.
 - (2) **Other.** No additional salary shall be paid an employee in lieu of vacation except in the most unusual cases. Employees seeking to make a vacation leave payment request must do so in writing, have the request signed by their department head and then forward the request to the town manager for review and consideration.

~~Payment of Earned Leave Time Upon Separation. Employees who separate from Town service in good standing shall receive payment for their accumulated vacation days, however the maximum allowed is one year's vacation time plus five (5) days, subject to deduction for any indebtedness pursuant to Section 11.2.~~

10.7 Sick Leave.

- a. **Eligibility.** Regular and interim employees whose normal workweek is twenty (20) hours or more shall be eligible to earn sick leave.
- b. **Accrual.** Sick leave shall be accrued annually, on July 1st of each year as defined in the table below:

<u>Work Week</u>	<u>Sick Leave Accrual on July 1st</u>	<u>Maximum Accrual on July 1st</u>
35 hr work week employees	105 hours ≈ 15 days	210 hours ≈ 30 days
40 hr work week employees	120 hours ≈ 15 days	240 hours ≈ 30 days

Sick leave earned as of July 1st may be used immediately. Regular employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue leave on a prorated basis based upon their FTE status. Eligible new employees starting after

July 1st shall receive pro-rated leave for the remainder of the fiscal year based upon their date of employment with the Town, and shall be eligible for the full benefit the next July 1st.

- c. **Maximum Accumulation of Sick Leave.** A regular employee may accumulate from year to year a maximum of thirty (30) earned sick leave days as defined in the table in 10.7b. Any employee with a balance of sick leave in excess of the maximum accrual amount on July 1st of each year shall forfeit said excess accrual amount. Further, no employee and/or his/her estate is entitled to receive payment for accrued sick leave upon separation from service for any reason, including but not limited to termination, retirement and death.
- d. **Use of Sick Leave.** Sick leave may be authorized by an employee's immediate supervisor or appropriate authority for the following purposes:
 - (1) Personal illness or disability leave approved by the Town's insurance carrier. For Family Medical Leave Act (FMLA) absences please reference 10.12.
 - (2) Enforced quarantine in accordance with public health regulations.
 - (3) To meet medical and dental appointments when an employee has made reasonable effort to secure appointments outside of normal working hours and provided, except in extenuating circumstances, the immediate supervisor is notified at least one day in advance of the absence.
 - (4) Illness or incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of three days per year. For Family Medical Leave Act (FMLA) absences please reference 10.12.
- e. **Report of Illness.** Illness shall be reported to the employee's supervisor no later than two hours after the beginning of the scheduled work assignment, except in cases where a relief employee is required such report must be made at least one hour prior to the beginning of the scheduled work assignment unless the illness is an emergency. In the event that the illness is an emergency, the employee shall notify his or her supervisor of their absence as soon as practicable. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

- f. Proof of Illness. Proof of illness may be required for authorized sick leave. Proof of illness may include a doctor's certificate or other documentation from the employee's physician indicating the nature and duration of the illness. Proof of illness will not ordinarily be needed for absences of less than three days. For absences of three days or more, such proof will normally be required. The Town may investigate any absence for which sick leave is requested.
- g. Extended Sick Leave. Any regular employee may request an extended sick leave when their FMLA leave has expired, including when an employee qualifies for long term disability leave as defined in 16.6. Employees seeking to make an extended sick leave request must do so in writing, have the request reviewed by their department head, and then forward the request to the town manager for review and consideration. Extended leaves of absence may be approved at the discretion of the town manager and granted for up to 180 calendar days. An additional 90 calendar day extension may be granted by the town manager in the most extenuating circumstances. Employees seeking an additional 90 calendar day extension must submit their request in writing during the first approved extended leave of absence.

While an employee is on an approved extended leave of absence, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group insurance that the employee is otherwise eligible to receive as defined in 16.4a. Employees on an approved extended leave of absence will not be eligible to earn any form of accrued leave during the absence.

~~Sick Leave. Regular employees whose normal work week is thirty five (35) hours or more shall be eligible for sick leave with pay at a rate of fifteen (15) days per year. All full-time and eligible part-time regular employees shall earn sick leave credit with pay at the rate of 1 1/4 working days for each month of continuous service. Sick leave earned in any month of service may be used in any subsequent month.~~

~~Regular part-time employees whose normal work week is twenty (20) hours or more shall earn sick leave on a pro rata basis, according to the hours worked during their normal work week. Part-time employees who are scheduled to work less than twenty (20) hours per week shall not be eligible for sick leave benefits.~~

~~Sick leave may be accrued up to a maximum of 200 days. Employees who have accrued the maximum of 200 days shall have their sick days deducted from the days they would have earned in that fiscal year had~~

~~they not been at the maximum. After utilizing the available excess days, any other sick leave shall be deducted from their 200 days.~~

~~Sick leave may be utilized in no less than one-quarter day intervals.~~

~~a. Use of Sick Leave. Sick leave may be allowed by the department head for the following purposes:~~

- ~~(1) Personal illness, physical incapacity or non-compensable bodily injury or disease, and disability due to pregnancy and/or childbirth.~~
- ~~(2) Enforced quarantine in accordance with public health regulations.~~
- ~~(3) To meet medical and dental appointments in excess of two hour's duration when an employee has made reasonable effort to secure appointments outside of normal working hours and provided the department head is notified at least one day in advance of the absence.~~
- ~~(4) Illness or incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of three days per year.~~

~~b. Report of Illness. Illness shall be reported to the employee's supervisor no later than two hours after the beginning of the scheduled work assignment, except in cases where a relief employee is required such report must be made at least one hour prior to the beginning of the scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.~~

~~c. Payment for Accumulated Sick Leave Upon Termination. If an employee leaves Town employment for any reason other than termination for just cause or retirement, s/he will receive a lump sum payment for 1/2 of his/her accumulated sick leave, not to exceed a total of 80 days.~~

~~e. Payment for Accumulated Sick Leave Upon Retirement. When an employee voluntarily retires under the provisions of the Town's retirement system, s/he shall be paid for one half of his/her accumulated sick leave, not to exceed a total of eighty (80) days.~~

~~f. Payment for Accumulated Sick Leave Upon Death. When an employee dies while in the employ of the Town of Mansfield, his/her estate shall be paid for one half of his/her accumulated sick leave, not to exceed a total of one hundred (100) days.~~

~~g. Extended Sick Leave. Any permanent employee with a minimum of two year's service who is sick or injured (non occupational) and who is absent from work as a result of such illness or injury may request in writing and be granted a leave of absence without pay upon written approval of the town manager. Said unpaid leave of absence shall not exceed 180 calendar days. However, a written request for a 180 calendar day extension may be filed with the town manager during the original 180 calendar day period.~~

~~Such leaves will not be unreasonably denied. The period of said unpaid leave of absence shall not be considered as time worked. The Town will continue to make payments on behalf of the employee in group membership insurance programs and the employee will continue to accrue seniority during the approved leave of absence. However, the employee will not be entitled during the leave of absence to any contractual or other benefits provided by the Town which are not enumerated above.~~

10.8 Workers Compensation Leave. Workers Compensation leave is granted to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of work-related duties. As part of the Town's workers compensation coverage, the Town is a member of a preferred provider network for health care services as they relate to workers compensation injuries. The Town will also utilize the services of a managed care program provided by the workers compensation insurance carrier.

a. Proof of Injury. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his/her supervisor who shall make a full report to the Town's workers compensation insurance carrier. In the event that emergency medical treatment is needed, the employee may seek treatment at a hospital or by calling 911. If non-emergency medical treatment is needed, the employee must seek initial treatment at the Town approved occupational health facility and continued treatment within the preferred provider network as determined by the managed care program. It is the responsibility of the employee to submit initial and continued medical documentation related to their injury or illness to their immediate supervisor as well as to the Town's insurance carrier.

b. **Payments.** Employees of the Town are covered by workers' compensation insurance for occupational illness or injury sustained on the job for the Town. All payments while on workers compensation leave shall be made subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident was due to intoxication, drug use, or willful misconduct on the part of the employee. Lost time during regularly scheduled work hours due to workers compensation leave will be handled in the following manner:

(1) **Absences of Three (3) or Less Work Days.** In the case of workers compensation injuries causing absences of three or less work days, the Town shall pay the employee's full net base pay for that time, since payments are not made under workers' compensation insurance for such accidents.

(2) **Absences in Excess of Three (3) Work Days.** For workers compensation absences in excess of three (3) work days and up to and including sixty (60) work days, the Town shall provide for salary continuation of the employee's full net base pay for that time. The employee will not need to use accrued sick leave during this specified period for salary continuation.

For absences in excess of sixty (60) work days the employee may elect to utilize earned sick leave as salary continuation to get as close as possible to the employee's full net base pay for that time.

(3) **Medical Appointments.** When an employee returns to duty, but needs continued medical care as determined by their treating medical provider in the managed care program, the employee may attend said medical appointments during regularly scheduled work hours with full pay.

c. **Benefits.** Health insurance will continue as long as the employee is receiving workers compensation, as required by law. The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA as defined in 16.8.

For workers compensation leave absences of ninety (90) calendar days or less, employees shall continue to accrue all forms of earned leave in which the employee is eligible to accrue. Earned leave will

no longer be accrued for absences in excess of ninety (90) calendar days.

- d. Return to Work. An employee who, based on the medical opinion of his/her medical provider in the managed care program, is able to return to work in a modified capacity shall be provided with modified duty work related to their job functions if, in the Town's discretion, such modified duty work is available. Employees must provide medical documentation to the Town demonstrating that they are able to perform the functions of the modified position. Employees will be provided with modified duty work for so long as it is available up to six months. Any employee who is unable to fully resume his/her regular duties following a period of one year from the date of injury or occupational illness shall be terminated from employment with the Town unless the condition is deemed disabling under the American with Disabilities Act (ADA) or state law, the Town and employee have engaged in the ADA interactive process, and a reasonable accommodation has been determined and granted by the Town.

~~Injury Leave. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of work-related duties.~~

~~a. Proof of Injury. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his/her supervisor who shall make a full report on an Employee's First Report of Work Injury form to the Director of Finance. Receipt of this report and a doctor's disability certificate shall be a condition of payment of injury leave benefits.~~

~~b. Payments. Employees of the Town are covered by workers' compensation insurance and are paid stated amounts due to injuries sustained on the job. All payments while on injury leave shall be made subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident was due to intoxication, drug use, or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.~~

~~(1) In the case of injuries causing temporary disability and for absences of three days or less, the Town shall pay the employee's full net base pay for that time, since payments are not made under workers' compensation insurance for such~~

~~accidents. For periods in excess of three days but not exceeding six months, the Town shall supplement the payments of the insurance company so that the employee will receive full net pay during such absence.~~

~~During this six month period, the employee will accrue sick and vacation benefits as though s/he had been on the job. Health insurance will continue as long as the employee is receiving workers compensation, as required by law. The Town will pay the same proportion of the employee's insurance that it would have paid during this six month period had the employee been on the job.~~

~~(2) In the event of permanent total disability resulting from an accident occurring on the job, supplemental payments shall be made for a period not to exceed six months.~~

~~(3) A leave of absence without pay may be granted for an additional six months by the town manager. However, any employee who is unable to resume his/her regular duties following an absence of one year shall be terminated from employment with the Town.~~

10.9 Disability Leave (see 16.6)

10.10 Compensatory Leave. (See 6.2.e)

10.11 Bereavement Leave. In the event of a death in the immediate family, regular employees in full time positions will be entitled to three (3) days paid leave. Regular employees in part-time positions will be entitled to three (3) days of, pro-rated paid leave based upon their full-time equivalent status. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional day off with pay. All days must be taken within one week of the funeral. Immediate family includes only spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, great grandparents, a person for whom the employee or the employee's spouse is the legal guardian, any other family member domiciled in the employee's household, and domestic partner regardless of gender. Domestic partner is defined as an individual in a cohabitating relationship of mutual support, caring, and commitment that intends to remain in such a relationship for the indefinite future. ~~Each regular full time and regular part time employee whose normal work week is twenty (20) hours or more shall be eligible for bereavement leave. In the event of a death in the immediate family, employees will be entitled to three (3) days paid leave.~~

~~Immediate family includes only spouse, children, step-children, mother, father, brother, sister, mother in law, father in law, brother in law, sister in law, daughter in law, son in law, grandparents, grandchildren, great grandparents, and any other relative domiciled in the employee's household.~~

~~If the funeral of a member of the immediate family takes place further than 100 miles from the employee's residence, s/he shall be granted an additional consecutive workday off with pay.~~

- 10.12 Family Medical Leave Act (FMLA) Leave. Eligible employees may be allowed up to 12 weeks of unpaid leave of absence in any one-year period (calculated on a rolling basis) in the event of childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition, or in the event of serious illness of the employee. Eligible employees are those who have been employed for twelve (12) months or more, and who have worked 1,250 or more hours in the 12-month period preceding the first day of leave.

Employees seeking to take leave that is considered FMLA eligible shall submit a leave request to their department head for review. The request shall then be forwarded to the town manager for review and consideration. In order for the Town to consider an FMLA leave request, eligible employees must provide the Town with written certification from the treating physician or health care provider of themselves, employee, child, spouse or parent which includes the nature of such illness and its probable duration at the time of making the request, and verifying the need for leave. In the event of an emergency, the employee shall submit the required documentation to the Town as soon as practicable following the emergency. The Town has the right to and shall designate FMLA eligible leave as such, with or without the employee's completed request form. During an FMLA absence an employee shall be required to use all paid leave with the exception of five (5) vacation days or unpaid leave if accrued forms of leave are exhausted. Paid and unpaid leave for FMLA eligible absences runs concurrently with FMLA leave during the rolling 12 month period.

During approved FMLA leave, an employee will not lose any seniority or rights available to him or her under the personnel rules. Furthermore, the Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA as defined in 16.8.

Prior to returning to duty, an employee on an approved FMLA leave of absence for their own serious health condition shall submit a fitness for duty certificate. If this certification is not received, the employee's return to work will be delayed until the certification is provided to the Town.

An employee may return to his or her original position prior to the leave of absence unless the position has been eliminated for normal business reasons unrelated to the employee's leave of absence or in the event that the employee is medically unable to perform his or her original job. In the event that the employee is unable to return to his or her original position for reasons stated above, the Town will make reasonable efforts to find job placement for the employee with the Town. Job placement will be based on the availability of existing regular vacant positions with the Town in which the employee is qualified to perform job related duties.

~~Family Leave. Eligible employees may be allowed up to 12 weeks of unpaid leave of absence in any one year period in the event of the birth or adoption of a child, or serious illness of a child, spouse or parent, or in the event of serious illness of the employee.~~

~~Eligible employees are those who have been employed for twelve (12) months or more, and who have worked 1,000 or more hours in the 12 month period preceding the first day of leave.~~

~~Upon expiration of the leave of absence, the employee may return to his or her original or an equivalent job with equivalent pay and all accumulated seniority, retirement, fringe benefits and other service credits accrued as of the commencement of the leave. In the case of a medical leave, if the employee is medically unable to perform his or her original job upon the expiration of the leave, the Town will transfer the employee to another position suitable to his or her physical condition, provided that such a position is available.~~

~~An employee shall be required to use paid leave except for vacation leave prior to unpaid leave. For the first three months after returning from an unpaid leave the employee cannot use vacation leave without permission of the town manager who shall not unreasonably deny such a request.~~

~~Except in unusual circumstances eligible employees must submit a written request for such unpaid leave at least two weeks in advance of the commencement of such leave to the town manager. Also, eligible employees must provide the Town with written certification from the physician or health care provider of the employee, child, spouse or parent of the nature of such illness and its probable duration. Upon the request of the Town, the eligible employee requesting a medical leave of absence~~

~~shall submit himself or herself to examination by a physician selected and paid for by the Town.~~

~~Any eligible employee who takes a leave of absence shall provide the Town with at least two weeks' advance notification of the date he or she intends to return to work.~~

~~The Town will continue to pay its portion of the costs of group insurance which the employee is otherwise eligible to receive during this period of unpaid leave.~~

10.13 Other Leave With Pay. Regular employees may be granted leave with pay in accordance with the following:

a. Administrative Leave.

(1) Training. With the prior approval of the town manager, leave of absence with pay may be granted by the department head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses and official meetings which enhance the employee's value to the Town.

(2) Special. The town manager may authorize either full or partial days off in addition to those already authorized in these rules to permit closing some or all Town buildings or facilities in such instances as severe snow storms, public celebrations and days of mourning.

b. Jury Duty. A regular or interim employee whose normal workweek is twenty (20) or more and who is ~~A regular employee~~ called to jury duty shall be granted leave with full pay for the period of service, provided that the juror's salary designated by the court shall be included in the computation of full pay. The employee shall notify his/her department head of the scheduled jury duty in advance.

c. Court Appearance or Administrative Hearing. A regular or interim employee whose normal workweek is twenty (20) or more and who is ~~A regular employee~~ subpoenaed or directed by proper authority to appear as a witness for a unit of federal, state, county or municipal government, in a matter not related to official duty (such as providing expert testimony), shall be granted leave with full pay for the period he/she is to appear. No leave shall be required for any appearance in connection with official duty.

An employee who is a principal in, or is subpoenaed in connection with private litigation whether or not subpoenaed, must use vacation leave, personal leave or leave without pay in order to appear in court.

- d. **Military Leave.** A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

If the employee's gross pay with the Town exceeds his/her gross pay with the military, the Town shall pay the employee the difference in gross pay while on military leave. While on military leave the Town shall only pay the difference in salaries for a period up to 12 calendar months. Employees shall receive said pay on a bi-weekly basis in conjunction with the Town payroll periods. If the employee's gross military pay exceeds or is equal to his/her gross pay with the Town, the Town shall not pay the employee while on active duty.

While on military leave the Town shall maintain an employee's health insurance coverage for a period up to 12 calendar months. The employee shall be responsible for paying his/her share of the health insurance premium while on military leave. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to USERRA and COBRA, as defined in 16.8.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state law.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

The Town reserves the right to fill the position with an interim worker if it is deemed necessary to ensure the safe and effective operations of his/her department.

In addition to the above, eligible employees may be allowed up to 12 weeks of unpaid leave of absence in any one-year period (calculated on a rolling basis) in the event of qualifying exigencies when an immediate family members is on or called to active duty. The Town will provide a one-time 26-week military caregiver leave to the spouse, child, parent or next of kin of a seriously injured member of the armed forces. For details of the parameters of such leave, employees should consult the town manager.

~~Any regular employee participating in required field training in the Federal Reserve or National Guard shall be entitled to be absent from his/her Town duties while engaged in such training. Such employee shall not be subjected to any loss or reduction of vacation or holiday privileges. The period of absence in any calendar year shall not exceed thirty (30) days.~~

~~During this period, the compensation paid to the employee for such leave of absence shall be the difference between the compensation for his/her military service as evidenced by an official military statement listing rank, pay and allowances, and the amount of salary or wages due as an employee of the Town. If the compensation for military service is equal to or greater than the salary or wages due as a Town employee for the period covered by such military leave, then no payment shall be made, except that normal payroll deductions for insurance purposes shall be paid by the Town during such leave.~~

~~An employee participating in such reserve military training shall give his/her department head sufficient advance notice and shall provide a copy of his/her military orders. Regular full-time employees who are drafted or enlist in the armed services shall be granted leave in accordance with applicable state and federal laws.~~

- d. Personal Leave. Regular and interim employees whose normal work week is twenty (20) or more hours and who have completed their probationary period may request, and department heads may grant, up to a maximum of three (3) personal leave days per fiscal year with pay for personal business that cannot be conducted outside normal working hours and for other good and sufficient personal reason.

Personal leave will not be carried over from fiscal year to fiscal year.

~~Regular non-union Town employees who have completed their probationary period may request, and department heads may grant,~~

~~up to a maximum of three personal leave days per year with pay for good and sufficient personal reasons.~~

~~Personal leave may be used in no less than one quarter day intervals.~~

- e. Family Violence Victim Leave. Employees who have been the victim of family violence may take up to 12 days of unpaid leave if reasonably necessary to:
- Seek medical care or psychological or other counseling for physical or psychological injury or disability;
 - Obtain services from a victim services organization;
 - Relocate due to family violence reasons;
 - or Participate in any civil or criminal proceeding related to or resulting from such family violence.

When such leave is foreseeable, employees shall provide seven days' notice of the need for leave. When the leave is not foreseeable, notice shall be provided as soon as practicable. Employees taking leave under this section must supply a signed written statement certifying that the leave is for an authorized purpose. The Town may request, and in which case the employee is required to provide, documentation of the need for leave, including but not limited to police or court records and/or written statements medical professionals, social workers, and/or victim services organizations. The Town will protect from disclosure and maintain in strict confidence any information provided by the employee in response to the Town's request.

10.14 Leave Without Pay. The Town Manager may grant a leave of absence without pay to an employee if such leave is deemed to be in the best interest of the Town, provided the position remains vacant or is filled by ~~temporary~~ interim appointment until the expiration of such leave. No benefits or seniority will be earned during such unpaid leave.

- a. Professional Development/Sabbatical. The Town Manager may grant a regular full-time employee leave of absence without pay for travel or study for a period not to exceed one year. Such leave shall be granted only after consideration of the service record of the employee and when it will not result in undue harm to the interests of the Town. No leave without pay shall be granted except upon written request of the employee and a signed statement by the employee promising to serve the Town for a minimum of one year after return from such leave.
- b. Extended Sick Leave (See Section 10.7g)

c. Family Leave (See Section 10.12)

10.15 Absence Without Leave. Absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive workdays, or on three (3) separate occasions for less than a total of three (3) days without notifying his/her department head or immediate supervisor of the reason for such absence(s) shall be considered to have resigned from Town service.

Chapter 11

SEPARATIONS AND DISCIPLINARY ACTIONS

- 11.1 Separation. ~~Except as otherwise provided in these Rules, the tenure of an employee shall continue during good behavior and the satisfactory performance of assigned duties.~~ All separations of employees from positions in the classified service shall be designated as one of the following types and accomplished in accordance with the manner indicated. In all instances, the town manager has the right to make payments to an employee in lieu of all or part of the required notice periods.
- a. Removal. At any time during the probationary period, the town manager or other appointing authority may separate, in accordance with Chapter 8 of these Rules, an employee whose performance does not meet the required standards.
 - b. Resignation and Retirement. An employee may resign or retire from the Town service in good standing by submitting in writing the reasons therefore and the effective date to the department head at least fourteen (14) calendar days in advance. The department head may permit a shorter period of notice because of extenuating circumstances. The notice shall be forwarded to the town manager with a statement by the department head as to the employee's service performance and pertinent information concerning the cause of resignation or retirement. Failure to comply with this rule may be cause for denying future employment with the Town.
 - c. Lay-off. ~~The Town, in its discretion, shall determine whether lay offs are necessary.~~ The Town, in its discretion, and with approval by the Town Manager, may lay off a classified Employee.
 - (1) Notice of Lay-off. Regular employees subject to lay-off should be notified in writing two (2) calendar weeks prior to the effective date. However, the notice period can be shortened or eliminated should the Town Manager provide severance pay in lieu of notice.

~~Order of Lay off. When a position must be discontinued or abolished because of a change in duties, reorganization, lack of work, or lack of funds, if it is determined that lay offs are necessary, employees will be laid off in the following order.~~

~~(a) Temporary and seasonal employees within the affected classification~~

~~(b) Probationary employees within the affected classification~~

~~(c) In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.~~

~~(2) Notice of Lay off. Regular employees subject to lay off shall be notified in writing four (4) calendar weeks prior to the effective date, but in an emergency, no less than two (2) calendar weeks.~~

d. Dismissal. (See Section 11.4.d.)

e. Non-Disciplinary Separation. An employee shall be subject to non-disciplinary separation in the following circumstances:

(1) Inability to perform the essential functions of the position;

(2) Failure to comply with educational, licensing or other requirements for the position;

~~absence of more than six (6) months, except in the case of leave approved under Section 10.6.f or Section 10.12.a;~~

(3) Any employee who is unable to fully resume his/her regular duties following a period of one year from the date of injury or occupational illness shall be terminated from employment with the Town unless the condition is deemed disabling under the American with Disabilities Act (ADA) or state law, the Town and employee have engaged in the ADA interactive process, and a reasonable accommodation has been determined and granted by the Town.

(4) Lack of a position following the expiration of a leave of absence without pay/position not held.

f. Death. Separation shall be effective as of the date of death. All compensation due in accordance with Section 11.3 shall be paid to

the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

- 11.2 Conditions of Separations. At the time of separation and prior to final payment, all records, assets, and other items of Town property in the employee's custody shall be transferred to his/her department head. Any amount due because of a shortage in the above shall be withheld from the employee's final compensation or collected through other appropriate action.

Any monies due the Town because of salary advanced while on advanced sick leave or advanced vacation leave will be withheld from the final compensation or collected through other appropriate action.

- 11.3 Payment of Earned Compensation and Leave Upon Separation. Employees who separate from Town service in good standing shall receive payment for earned salary, compensatory time (non-exempt employees only), and vacation leave as established elsewhere in these Rules, and subject to deduction for any indebtedness pursuant to Section 11.2.

- 11.4 Disciplinary Actions. The action to be taken depends on the seriousness of the incident and the whole pattern of the employee's past performance and conduct. In some instances a specific incident in and of itself may justify severe disciplinary action including demotion or dismissal. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating a disciplinary action.

- a. Counseling and Verbal Warnings. ~~Oral Reprimand~~ If at any time performance, attitude, work habits, or personal conduct fall below a desirable level, the supervisor ~~shall inform~~ informs the employee promptly and specifically of such lapses and give counsel and assistance.
- b. Written Warning ~~Reprimand~~. In situations where ~~an oral warning~~ a counseling and/or verbal warning has not resulted in expected improvements or where more severe initial action is warranted, a written ~~reprimand~~ ~~shall be~~ warning is sent to the employee and a copy shall be placed in the employee's personnel file.
- c. Suspension. A regular non-union employee may be suspended by the department head or appointing authority with or without pay for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence or other justifiable reasons when alternate personnel actions are not appropriate. Within 48 hours, exclusive of Saturday, Sunday or holidays, the town manager and the

employee shall be furnished with a written statement of such action specifically setting forth the reasons for the suspension and the appeals procedure. Any regular non-union employee so suspended shall have the right to appeal as provided in Section 12.2 of these Rules.

- d. Dismissal or Demotion. A department head or appointing authority may dismiss or demote an employee for the good of the Town service. Reasons for such action may include but shall not be limited to:
- (1) Activities prohibited by the Town Charter or a Town Ordinance.
 - (2) Failure to meet prescribed standards of work, morality, or ethical standards applicable to the performance of the employee's duties
 - (3) Theft or destruction of Town property.
 - (4) Incompetence, inefficiency or negligence in the performance of duties.
 - (5) Insubordination which constitutes a serious breach of discipline.
 - (6) Unwillingness to perform normal quality or quantity of work.
 - (7) Conviction of a job-related criminal offense.
 - (8) Use of abusive or harassing language or behavior toward a co-worker or a member of the public.
 - (9) Personal conduct which impairs the employee's ability to effectively carry out his/her duties
 - (10) ~~Fraudulently obtaining~~ Fraudulent use of sick or injury leave.
 - (11) Unauthorized absences or abuse of leave privileges.
 - (12) Acceptance of any valuable consideration which was given with the expectation of influencing the employee in the performance of his/her duties.
 - (13) Falsification or alteration of records or use of official position for personal advantage in conflict with the Town's Code of Ethics.

- (14) Dishonesty, deliberate untruthfulness, reckless conduct, habitual tardiness, drunkenness, drug abuse or other misconduct either on-the-job or otherwise job related.
- (15) Action or conduct which affects or impairs the effectiveness or efficiency of the Town service or which may bring the Town into disrepute.

Within forty-eight (48) hours, exclusive of Saturday, Sunday or holidays, the town manager and the employee shall be furnished with a written statement of such action specifically setting forth the reasons for the action and the appeals procedure. Any regular employee dismissed or demoted shall have the right to appeal as provided in Section 12.2 of these Rules. If the employee fails to appeal, the action of the department head or appointing authority shall be effective on the date specified.

It is the policy of the Town not to rehire former employees who have been dismissed or who resigned while charges were pending.

Chapter 12

GRIEVANCES AND APPEALS

- 12.1 Grievance Procedure. Non-union employee grievances alleging a violation of these rules shall be presented as follows.
- a. Step One. The aggrieved employee shall first notify the immediate supervisor in writing of the nature and facts of the grievance within three (3) working days of its occurrence. The immediate supervisor shall make and return a resolution of the grievance in writing within five (5) working days after such notification. If the supervisor's resolution of the matter is not satisfactory to the employee, such grievance shall be submitted in writing to the department head within three (3) additional working days of receipt of the supervisor's response. Within ten (10) working days after the department head receives such grievance, the department head shall resolve the matter in writing and it shall be returned to the employee.
 - b. Step Two. If the department head's resolution of the matter is not satisfactory to the employee, the grievance can be submitted to the town manager in writing for review within five (5) working days of receipt of the department head's resolution.
 - c. Step Three. Within five (5) working days of the date of his or her receipt of the grievance, the town manager may call a meeting to review the nature and facts of the grievance or may refer the grievance to the Personnel Appeals Board.
 - (1) When the town manager chooses to make a review of the matter, the following may be called to meet: the aggrieved employee; the employee's representative, if any; the department head; any other person involved in the complaint. Within ten (10) working days following such a meeting, the town manager shall either render a decision in writing to all concerned or refer the matter to the Personnel Appeals Board.
 - (2) An aggrieved employee may file a grievance for the consideration of the Personnel Appeals Board whenever the resolution of the town manager does not provide satisfaction. The employee must file an appeal to the Personnel Appeals Board within five (5) working days of the date on the letter of decision which is being appealed. The Personnel Appeals Board shall hold a hearing on any question placed before it within thirty (30) working days of the date of receipt of the

grievance and shall inform all concerned parties of its decision within ten (10) working days from the date of the hearing. The employee has the right to request a hearing which is open to the public.

- d. This procedure applies to all grievances or complaints ~~that an employee may have that allege~~ filed with the ADA Grievance Committee alleging acts prohibited by the United States Department of Health and Human Services regulations (45 CFR Part 84) implementing Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part, that "no otherwise qualified handicapped individual...shall, solely by reason of his handicap, be excluded from participation in any program or activity receiving Federal financial assistance..." The law and regulations may be examined in the office of the Town Manager, Audrey P. Beck Town Offices, Four South Eagleville Road, Storrs, Connecticut.

The right of a person to prompt and equitable resolution of the complaint filed under Chapter 12 of the Personnel Rules for the Town of Mansfield shall not be impaired by the person's pursuit of other remedies including the following:

- (1) Filing a complaint with the Connecticut Human Rights and Opportunities Commission or the United States Equal Employment Opportunity Commission.
- (2) Filing a complaint with the Regional Office of Civil Rights of the U. S. Department of Health and Human Services.
- (3) Pursuing legal action through the courts.
- (4) Filing a grievance with the ADA Grievance Committee.

- 12.2 Appeals from Suspension, Demotion and Dismissal. Appeals from suspension, dismissal or demotion may be made by a regular non-union employee by applying to the Personnel Appeals Board in writing within five (5) working days of the date on the letter of decision which is being appealed. The Personnel Appeals Board shall hold a hearing within ten (10) working days or a mutually agreeable time after such a request for appeal is made by the employee.

The hearing will be informal with the employee, the employee's representative (if any) and the department head present. The hearing may be public or private at the discretion of the employee. The Personnel Appeals Board shall make findings and recommendations in individual

cases brought before it and shall notify all parties concerned within ten (10) working days after the hearing.

Chapter 13

EMPLOYEE PERFORMANCE

13.1 Outside Employment. An employee may engage in additional employment unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest as defined by the Town's Ethics Ordinance, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager. Upon notification in writing by the Town Manager, such outside employment shall be terminated if it is disadvantageous to the Town.

- a. Outside employment includes but is not limited to a self-owned/operated business, internet based business, or other type of business employment.
- b. Preference of Town Employment. Any employee who engages in outside employment shall not perform duties for his/her outside employer during work hours for the Town. Any employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.
- c. Injury and Illness. The Town shall in no respect be liable nor grant sick leave in case of an injury to an employee while he/she is engaged in outside employment or any occupational illness attributed thereto.

~~An employee may engage in additional employment upon proper notification and approval by the town manager. Approval shall be granted unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the town manager. Upon notification in writing by the town manager, such outside employment shall be terminated if it is disadvantageous to the Town.~~

- ~~a. Injury and Illness. The Town shall in no respect be liable nor grant sick leave in case of an injury to an employee while he/she is engaged in outside employment or any occupational illness attributed thereto.~~
- ~~b. Preference of Town Employment. Any employee who engages in employment outside of his/her regular working hours shall be subject to call to perform his/her assigned Town duties first.~~

- 13.2 Political Activity. All employees of the Town shall be free and encouraged to exercise their rights as citizens, to cast their votes and express their opinions on all political subjects consistent with Section 7-421 of the Connecticut General Statutes. However, no employee shall:
- a. Engage in any political activity while on duty.
 - b. Be required as a duty of office or condition of employment to contribute funds to or otherwise assist political or partisan purpose.
 - c. Solicit or act as a custodian of funds for political or partisan purpose during working hours.
 - d. Coerce or compel contributions of funds or other assistance for political or partisan purposes by any other town employee.
 - e. Use any funds, supplies, materials or equipment of the Town for political or partisan purposes.
 - f. Use official authority or influence to affect the results of a nomination or election for office, through public endorsement or otherwise.

~~All employees of the Town shall be able to exercise their rights as citizens consistent with Section 7-421 of the Connecticut General Statutes.~~

- 13.3 Obligation to Work. All employees of the Town are obliged to fulfill the duties and responsibilities of their positions for compensation received. Accordingly, no individual employee may contract out or sub-contract to other employees or individuals for the performance of his/her assigned duties.
- 13.4 Performance Appraisal. The town manager may, in cooperation with appointing authorities and others, develop and adopt a structured system of appraising the performance of employees in the classified service for purpose of employee development, improving work performance, promotion and salary advancement. The town manager shall receive annual evaluations of regular employees from the department heads which will serve as the basis for merit increases shall be considered in determining merit increases.

Chapter 14

EMPLOYEE DEVELOPMENT

- 14.1 Employee Development. It shall be the responsibility of the town manager, department heads and supervisors to foster and promote programs of training for the purpose of improving the quality of personal services rendered to the citizens and to aid employees to equip themselves for advancement in the service.
- 14.2 Administration. The town manager shall:
- a. Establish standards for training programs and see that training is carried out as approved.
 - b. Provide assistance to department heads in developing and conducting training to meet the specific needs of their departments and in developing and utilizing other techniques for increasing employee efficiency.
 - c. Develop supervisory and management training and other types of training and employee development programs common to all departments.
 - d. Provide assistance to department heads in establishing standards of performance and procedures for evaluating employee efficiency.
 - e. Keep a record of all approved training courses and programs, and a record of employees who successfully complete such courses and programs.
- 14.3 Education Assistance. Regular full-time employees who wish to pursue formal courses of study beyond the scope provided for in Section 14.2 on their own time outside of normal working hours which will contribute to their ability and skill to perform as an employee of the Town may apply to the town manager in writing for financial assistance.
- a. Approved educational and training programs will be reimbursed in accordance with a schedule adopted by the town council at the recommendation of the town manager. The town manager may waive any maximum payment when there are uncommitted funds left after approved applications have been reimbursed. ~~Approved educational and training programs will be reimbursed at 90% of cost to a maximum of \$750 per employee per year. The town manager may waive this maximum when there are uncommitted funds left after approved applications have been reimbursed.~~

- b. Reimbursable costs include tuition, required course fees ~~workbooks and text books~~ and materials. Costs not eligible for reimbursement include admission application, registration, service fees, special or activity fees, transportation, meals, supplies and other related items.

- c. Reimbursement will be paid the employee when proof of a grade of "C" (2.0 quality point average) or better in the course is provided, proof of payment is provided, and the applicant is still a full-time regular employee of the Town at the time the request for reimbursement is submitted.

Chapter 15

RETIREMENT

- 15.1 Retirement Plan. Retirement benefits for Town employees shall be as provided by the retirement plan in force, currently the Connecticut Municipal Employees Retirement System (CMERS). Participation in the retirement plan is mandatory for all regular employees working twenty (20) hours or more per week and who meet the eligibility criteria stipulated by the plan.
- 15.2 Social Security (FICA). Compensation paid to eligible regular employees working twenty (20) hours or more per week shall be subject to deductions for the tax under the Federal Insurance Contributions Act (FICA) otherwise known as "Social Security".
- 15.3 Social Security (FICA) Alternative. Non-regular employees and regular employees not eligible to participate in MERS shall participate in a deferred compensation plan in lieu of Social Security (FICA). The employee shall contribute a minimum of five and a half (5.5) percent of gross wages and the employer shall contribute two (2) percent of gross wages to the plan. At his/her option, the employee may contribute in excess of five and a half (5.5) percent of gross wages, as permitted by IRS regulations and plan rules.
- 15.4 Deferred Compensation Plan. Regular employees are eligible to enroll and participate in the Town's deferred compensation plans offered by the ICMA Retirement Corporation. Enrollment and participation in the deferred compensation plans is optional. Employees electing to enroll and participate in said plans shall make tax deferred contributions through payroll deduction. Employees may not make contributions into their plans that exceed the allowable annual amounts as permitted by IRS regulations and plan rules. In January of each year the Town shall notify regular employees of their eligibility status to participate in deferred compensation plans and of the allowable annual contribution amounts for said plans.
- ~~Regular employees who have completed six months employment working twenty (20) or more hours per week are eligible to enroll in the Town's Deferred Compensation Plan of the ICMA Retirement Corporation. This benefit is available at each employee's option but the Town will not contribute to the plan.~~
- 15.5 Separation Leave. An employee who retires under a normal or disability retirement according to the provisions of the Connecticut Municipal Employees Retirement System (CMERS) may utilize his/her earned

accrued vacation leave as separation leave. Employees utilizing separation leave as vacation leave may not use earned vacation leave in excess of the allowable maximum amount on November 1st as defined in 10.6b. While on separation leave, the employee will not continue to accrue any form of paid leave, but will retain his/her health insurance benefits as he/she would as an active employee. Employees on separation leave shall receive holiday pay for those days defined in 10.5 that occur during the separation leave.

15.6 Retiree Benefits. See 16.7.

Chapter 16

GROUP INSURANCE

- ~~16.1 Types of Group Insurance. The Town will provide group insurance benefits, including hospital, medical/surgical, major medical and life insurance. Full details of the plans will be found in the appropriate insurance contract in force. The town manager shall have available for examination these contracts for employees and/or their representatives.~~
- ~~16.2 Eligibility. All employees who work twenty (20) or more hours per week are eligible to subscribe to the Town's insurance plan upon appointment.~~
- ~~16.3 Enrollment. Enrollment in the Town's insurance plans shall be open to all eligible employees and their families.~~
- ~~16.4 Payment of Premiums. The Town shall pay that portion of the premium so designated by the bargaining agreement, or, in the case of non-union employees, the portion of the premium designated by the Town Council.~~
- ~~16.5 Insurance for Retirees. Employees who retire from service with the Town of Mansfield shall be eligible to continue their insurance coverages at the group rate, however the premiums will be at their own expense. This insurance may be subject to certain restrictions which are set by the insurance carrier.~~
- ~~16.6 Employee Assistance Program. This program is designed to offer employees and their families confidential counseling for personal problems that may be affecting job performance. Early intervention and treatment is available through a referral system. Initial evaluation to determine need will be paid for through the Employee Assistance Program. Cost of actual treatment is the responsibility of each employee, but is generally covered by medical insurance.~~
- ~~16.7 Insurance for Individuals No Longer Eligible as Town Employees and/or Their Dependents. The Consolidated Omnibus Budget Reconciliation Act (U. S. Public Law 99-272), known as COBRA, makes former employees and their dependents eligible to continue their group health insurance benefits when they would otherwise end. Additional provisions for these individuals are stipulated in CGS 38a-538 as amended by Public Act 92-158. The Town of Mansfield will extend these benefits as provided by law with the cost to be borne by the subscriber.~~

Chapter 16

GROUP INSURANCE & MISCELLANEOUS EMPLOYEE BENEFITS

- 16.1 Types of Group Insurance. The Town will provide to eligible employees group insurance benefits, including health insurance, dental insurance, disability insurance, and life insurance. Full details of the plans will be included in the plan documents. Plan documents will be available on the employee intranet or upon request. From time to time, the Town will update the plan design and/or documents as needed. Any changes made to the Town's insurance coverage and plans are hereby incorporated into these Rules, and any Rules that are contrary to such changes are null and void to the extent they conflict only.
- 16.2 Eligibility. All regular employees who work twenty (20) or more hours per week are eligible to participate in the Town's health, dental, life and disability insurance plans. Eligible regular employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week are eligible for benefits on a prorated basis based upon their FTE status and will be responsible for higher employee premiums than full-time employees.
- 16.3 Enrollment.
- a. Health and Dental Insurance. Eligible employees as defined in 16.2 may choose to enroll in the Town's health and/or dental insurance plans at the time of hire, during open enrollment, or when a qualifying event occurs as defined in the plan documents. Eligible employees may enroll themselves and/or eligible dependents (as defined in the plan documents) into the Town's health and/or dental insurance plans. The effective date of coverage is set forth in Section 8.6(c).
 - b. Life and Disability Insurance. Eligible employees as defined in 16.2 will be enrolled in the Towns' disability and life insurance plans at the time of hire or when a change in work status necessitates eligibility in the plans.
- 16.4 Payment of Premiums. The Town and employees shall pay that portion of the premium so designated by the Town Council.
- a. Health Insurance. The employer and employee health insurance premium percentages will normally be established by Town Council on an annual basis. Health insurance premium rates shall be

determined annually by the Town, and if necessary normally adjusted on or around July 1st.

The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. The employee's share of the premium shall be paid through payroll deduction on a pre-tax basis. Active employees whom are on an approved leave of absence and are not receiving a regular paycheck from the Town shall be billed for the employee share of the health insurance premium on a monthly basis. Failure by an employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA as defined in 16.8.

b. Dental Insurance. Eligible employees shall be responsible for the full cost of dental insurance premiums. The employee's premium shall be paid through payroll deduction on a pre-tax basis. Active employees whom are on an approved leave of absence and are not receiving a regular paycheck from the Town shall be billed for the employee's dental insurance premium on a monthly basis. Failure by an employee to pay his/her dental insurance premium shall result in a disruption of dental benefits.

c. Life and Disability Insurance. The Town shall pay the full premium for eligible employees for the Town's group life and disability insurance plans.

16.5 Life Insurance. The Town shall provide a term life insurance for eligible employees as defined in 16.2. The life insurance policy shall be in the amount of one and a half (1.5) times the employee's base salary and three (3) times the employee's salary in the event of accidental death and dismemberment. Changes in base salary will be reported to the insurance carrier in the calendar month following the change in salary.

16.6 Disability Insurance. The Town shall provide short and long term disability insurance for eligible employees as defined in 16.2. While an employee is on disability leave, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group health insurance that the employee is otherwise eligible to receive as defined in 16.4a.

a. Short-term Disability. The short-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly

base pay to a maximum of \$1,650 per week. The Town shall supplement the benefit to 100 percent of weekly net pay. Short-term absences are covered for up to eleven (11) weeks prior to commencement of long-term benefits.

- b. Long-term Disability. The long-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$7,500 per month. Employees may utilize accrued vacation, floating holiday or personal leave to supplement their long-term disability benefit; employees may utilize earned leave to get as close as possible to 100% of full net pay while on long-term disability leave. Employees receiving long-term disability benefits will not be eligible to earn any form of accrued leave during the long-term disability absence. The duration of coverage shall be determined by the insurance carrier in accordance with the plan document.

16.7 Insurance for Retirees. Retiring employees from the Town may elect to purchase health, dental, and/or life insurance from the Town with the full cost of all premiums to be paid by the retiree. For the purposes of this section an employee is considered to be a retiree when they separate from service in good standing for the following reasons: 1) they have completed twenty-five (25) years of aggregate service with the Town in a regular position(s) as defined in 16.2; 2) attained the age of fifty-five (55) years with ten (10) years of continuous service or fifteen (15) years of aggregate service with the Town in a regular position(s) as defined in 16.2; or 3) receiving a disability retirement under the Town's pension plan. Retirees must make a determination to elect or not elect health insurance coverage at the time of separation from the Town. Retirees that do not opt to purchase insurance coverage from the Town at the time of separation may purchase coverage during any open enrollment period available to current employees.

- a. Health Insurance. Eligible retirees as defined in 16.7 may elect to purchase health insurance through the Town. Retirees electing to purchase health insurance through the Town whom are less than sixty-five (65) years of age, or whom are not Medicare or Medicaid eligible, shall be able to enroll in a POE plan or its substantial equivalent depending upon which plan is available to active employees. Retirees electing to purchase health insurance through the Town whose primary residence is not within the state of Connecticut and are less than sixty-five (65) years of age, or not Medicare or Medicaid eligible, shall be able to enroll in a PPO plan or its substantial equivalent depending upon which plan is available to active employees. Retirees electing to purchase health insurance

through the Town whom are aged sixty-five (65) years or older, or Medicare eligible, shall be able to enroll in a Medicare supplemental plan that is selected by the Town. Retirees may continue to insure eligible dependents (as defined in the plan documents) with the full cost of all premiums to be paid by the retiree.

Health insurance premium rates shall be determined annually by the Town, and if necessary normally adjusted on or around July 1st for retirees enrolled in a PPO, POE plan, or their substantial equivalent and on or around January 1st for retirees enrolled in a Medicare supplemental plan. The Town shall bill retirees on a monthly basis for their health insurance premium. Failure by a retiree to pay the cost of health insurance shall result in a disruption of health benefits subject to the rights of the retiree to continue such coverage pursuant to COBRA defined in 16.8.

The Town Council may from time to time designate a Town contribution to retiree health insurance for those retirees electing to purchase health insurance through the Town. Said contribution shall be deducted from the amount owed by the retiree to the Town. This benefit is not transferable to any retiree's heirs, executors, administrators, successors and assigns, or covenants.

Upon the death of a retiree, an eligible dependent being covered by the Town's group health insurance plan shall be able to remain on the plan for three (3) calendar months following the death of the retiree. Eligible dependents are responsible for paying the full cost of the insurance premium. At the conclusion of the three (3) calendar months following the retiree's death, eligible dependents shall be eligible to purchase insurance through COBRA as defined in 16.8.

- b. Dental Insurance. Retirees electing dental coverage shall be responsible for the full cost of dental insurance premiums. Dental insurance premium rates shall be determined annually by the Town, and if necessary adjusted on or around July 1st. The Town shall bill retirees on a monthly basis for their dental insurance premium. Failure by a retiree to pay the cost of dental insurance shall result in a disruption of dental benefits.

Upon the death of a retiree, an eligible dependent being covered by the Town's group health insurance plan shall be able to remain on the plan for three (3) calendar months following the death of the retiree. Eligible dependents are responsible for paying the full cost of the insurance premium. At the conclusion of the three (3) calendar months following the retiree's death, eligible dependents shall be eligible to purchase insurance through COBRA as defined in 16.8.

- c. Life Insurance. Retirees may elect to purchase a \$10,000 term life insurance policy through the Town until the retiree reaches age seventy-five (75). Life insurance premium rates shall be determined annually by the Town, and if necessary adjusted on or around July 1st. The Town shall bill retirees on a monthly basis for their life insurance premium. Failure by a retiree to pay the cost of life insurance shall result in a disruption of life insurance benefits.
- 16.8 Insurance for Individuals No Longer Eligible as Town Employees and/or Their Dependents. The Consolidated Omnibus Budget Reconciliation Act (U. S. Public Law 99-272), known as COBRA, makes former employees and their dependents eligible to continue their group health insurance benefits when they would otherwise end. Additional provisions for these individuals are stipulated in CGS 38a-538 as amended by Public Act 92-158. The Town of Mansfield will extend these benefits as provided by law with the cost to be borne by the subscriber.
- 16.9 Insurance Plans and Carriers and Third Party Administrators. The Town reserves the right in its sole discretion to determine its insurance plans and carriers and third party administrators. The Town may at any time switch insurance plans and/or carriers or third party administrators. The Town will in its sole discretion determine to be self or fully insured for its group insurance policies.
- 16.10 Payment In Lieu of Health Insurance. This program is designed for those eligible regular employees as defined in 16.2 who currently have dual health insurance coverage or who have the ability to acquire health insurance from an employer not participating in the Town of Mansfield health insurance pool. The plan provides some reimbursement for employees who terminate their coverage with the Town. The covered benefits are limited to health insurance benefits and do not include dental insurance benefits. To enroll in this program, employees must complete the "Waiver of Insurance Agreement" annually and provide documentation of coverage from their spouse or another source. Employees can enroll at the time of hire, throughout the work year when a plan outside the Town of Mansfield insurance pool becomes available, or when a change in work status necessitates eligibility in the plans.
- 16.11 Retiree Payment in Lieu of Health Insurance. Employees retiring after July 1, 2011 may also participate in the payment in lieu of health benefits program for a benefit of \$1,740 per year if the participant is age 65 or older or Medicaid/Medicare eligible or for a benefit of \$2,520 per year if the participant is under age 65 and not Medicaid/Medicare eligible. The program requirements of section 16.10 shall apply.

16.12 Flexible Benefits Plan. All regular employees are eligible to participate in the Town's Flexible Benefits Plan, established in accordance with federal and state regulations. Plan administration is at the discretion of the Town. Employees may elect to participate in the medical and/or dependent care flexible spending account programs. Enrollment occurs during open enrollment of each year for the following calendar year beginning on January 1st. Employee contributions shall be made on a pre-tax basis through payroll deduction. Details of the plan are available in the plan documents.

16.13 Employee Assistance Program. The Employee Assistance Program (EAP) is provided to help employees and their families resolve job-related, personal and family problems. All regular full and part time employees, their spouses, significant others and family members who reside in the employee's household and all other legal dependents that are covered by the employee's health insurance plan are eligible to participate in the EAP. The EAP provides eligible persons with assessments, short-term problem resolution and referrals at no cost to the employee. Further details of the program, including the number of permissible visits may be obtained by contacting Human Resources.

Chapter 17

RECORDS AND REPORTS

- 17.1 Personnel File. The town manager or designee shall be responsible for the maintenance of a personnel file for each employee to include all records that may be pertinent to the employee's service. These records will be maintained for the time period stipulated by state statute.
- 17.2 Financial Records. The finance department ~~director~~ shall be responsible for the maintenance of a financial record of each employee. This record shall include annual salary, salary deductions, and any other financial records that the finance director determines to be in the best interest of the Town.
- 17.3 Medical Record. For each employee, all papers, documents and reports prepared by a physician, psychiatrist or psychologist that work-related or upon which the Town relies to make any employment-related decision shall be maintained in a separate file. These records will be maintained for the time period stipulated by state statute.
- ~~Sick Leave Records. All sick leave shall be recorded in the attendance records of the town manager. Such records shall reflect the current amount of accumulated sick leave, the amount and date when the sick leave was taken, and the current balance available to each employee.~~
- 17.4 Leave of Absence Records. Records of all leaves of absence (see Chapter 10) other than sick time shall be maintained with payroll records when appropriate. ~~Records of all leaves of absence (see Chapter 10) other than sick time shall be maintained in the attendance records of the department head and in the records of the town manager.~~
- 17.5 Schedules of Compensation. The town manager ~~finance director~~ shall maintain complete schedules of compensation for all classes of positions. Compensation paid all employees shall be in accordance with these schedules.
- 17.6 Public Access to Personnel Records. Certain documents in employee personnel files are public records subject to disclosure under the Freedom of Information Act. However, the law does not require disclosure of information in a personnel file which, if disclosed, would invade an employee's personal privacy.

The decision whether or not to release information in a personnel file will be made by the town manager. If the town manager believes that disclosure of information about an employee would invade that employee's personal privacy, the town manager will notify the employee and provide an opportunity for objection to the disclosure in accordance with CGS 1-214. When a request has been made and information will be disclosed, the Town Manager or his or her designee will inform the employee as a courtesy.

~~Employee personnel files are public records subject to disclosure under the Freedom of Information Act. However, the law does not require disclosure of information in a personnel file which, if disclosed, would invade an employee's personal privacy.~~

~~The decision whether or not to release information in a personnel file will be made by the town manager. If the town manager believes that disclosure of information about an employee would invade that employee's personal privacy, the town manager will notify the employee and provide an opportunity for objection to the disclosure in accordance with CGS 1-20a.~~

- 17.7 Written Warnings. Written warnings shall remain a part of an employee's personnel record for eighteen (18) months from the date of the warning. However, if another written warning for the same type of offense is received within the eighteen month period, both warnings shall remain on the record for a period of eighteen months from the date of the most recent warning. Other more severe disciplinary actions shall remain a permanent part of the employee's personnel record.

Written warnings will become null and void in keeping with the above, however, they will not be literally destroyed by the Town until official permission is received from the State Public Records Administrator.

- 17.8 Employee Request to Remove Material from File. An employee who objects to any personnel information on the grounds that it is inaccurate or misleading may add to the material a signed statement relating to it, or may seek, through the grievance procedure, to have the material altered or removed from the personnel records. In some instances, permission to remove material may have to be granted by the State Public Records Administrator.

PAGE
BREAK

**Town of Mansfield Parking Steering Committee for Storrs Center
Wednesday, April 27, 2011
Mansfield Downtown Partnership Office
1244 Storrs Road (behind People's United Bank in Storrs Commons)**

5:30 PM

Minutes

Members Present: Karla Fox (Chair), Paul Aho, Martha Funderburk, Meredith Lindsey, Ralph Pemberton, Michael Taylor

Ex-Officio Members Present: Lon Hultgren and Cynthia van Zelm

1. Call to Order

Chair Karla Fox called the meeting to order at 5:33 pm.

2. Approval of Minutes of January 11, 2011

Martha Funderburk made a motion to approve the minutes of January 11, 2011. Meredith Lindsey seconded the motion. The motion was approved unanimously.

3. Remarks from the Chair

There were no remarks from Chair Karla Fox.

4. Continued Discussion of Proposed Cooperative Agreement

Lon Hultgren referenced an updated draft of the proposed Parking Cooperative Agreement.

He said that the towing section needs to be updated to make sure it is consistent with the State.

Mr. Hultgren noted that the regulations section also needs some further editing.

Mr. Hultgren referenced the comments from the last meeting about whether UConn should be part of the enforcement mechanism. His recommendation is that UConn still be part of the cooperative agreement even if their lots are not enforced through the agreement. Ms. Funderburk agreed.

Mr. Hultgren added some definitions in the agreement including "employee parking," "special constables," and "3rd party operator".

He said Articles B and C had not changed.

With respect to Article D, the concept of having special constables, appointed by the Town Manager, to assist with enforcement in the surrounding lots to the Storrs Center parking was added. He said that the special constables would not enforce on lots unless requested by the property owner. Mr. Hultgren said if the property owner wants the Town to tow, it must have a standing letter of trespass to that effect on record at the Town.

Mike Taylor said he liked the plan.

Mr. Hultgren said if a property owner calls for extra enforcement, the property owner will pay the difference between the revenues brought in by the enforcement and the cost to the Town. Mr. Taylor was ok with this concept and noted that his main concern was with making sure enforcement was happening, not the additional cost it may be for him. Ralph Pemberton expressed his approval as well.

Mr. Taylor said he would like it if a third party operator walked a loop in the area to see if there are any enforcement issues.

Ms. Lindsey asked how towing would work. Mr. Hultgren said a car would receive a notice first before it is towed.

Mr. Taylor said one of his main concerns is with car owners who walk off the property and come back several hours later. Mr. Hultgren agreed there should be more discussion on how to address this behavior. Mr. Taylor said he is ok with someone walking off to another commercial property but not ok when someone walks off the "Storrs Center site" to another destination, such as UConn.

Mr. Hultgren said the cooperative agreement may need language to discuss this issue at the quarterly meetings of the cooperative. The dilemma is that most walk-offs are going to E.O. Smith High School or UConn, and these two entities are part of the cooperative. "Walk-offs" need to be defined in the cooperative agreement.

Mr. Taylor reiterated his interest in the 3rd party operator walking a loop that covers the private lots, and Town Hall, and Community Center lots. The thinking is that the presence of a person who can enforce will have the effect of causing people to think twice about parking in those spots.

Mr. Hultgren said that more work needs to be done on the location of employee parking.

Ms. Lindsey asked how many employees are projected to be part of Storrs Center. Mr. Taylor said that he has license plate number for 65 employees that work in his building. About 40 to 45 are there on a daily basis.

Mr. Hultgren said input will be needed by Storrs Center Alliance and its retail consultant on employee parking.

Mr. Hultgren said the term of the Agreement is two years and he noted that the draft needs to change the date from July 1, 2011 start to July 1, 2012 start and to a June 30, 2014 end date for first two year term.

With respect to Appendix A, Mr. Hultgren has included that vehicles will be towed once they exceed the posted time of parking by 50 percent.

He said he also needs to add in information about "walkoffs" in this section.

With respect to Appendix B, Mr. Hultgren utilized the current Town traffic regulations fines.

With respect to Appendix C that outlines the number of parking spaces by each entity, Mr. Hultgren counted the number of spaces. Mr. Taylor noted that he has 125 spaces vs. 128 spaces (there are 59 in the rear lot, not 63).

Mr. Hultgren asked each property owner represented on the Committee to get back to him on their parking counts.

Mr. Hultgren said if there is a disagreement with the cooperative, the entity with the most number of spaces would have the most number of votes.

Ms. Lindsey asked why the Storrs Road and parking garage spaces were under Storrs Center Alliance. Mr. Hultgren said this designation was made because Storrs Center Alliance is managing those spaces and, thus, taking on the liability as well.

Mr. Taylor advocated for a two-thirds majority to decide on a matter of disagreement.

Ms. van Zelm said that the Mansfield Downtown Partnership has no ownership role and so Mr. Hultgren will delete the Partnership from the Storrs Center Alliance jurisdiction.

Mr. Hultgren asked for any further comments to be sent to him or Ms. van Zelm.

Mr. Hultgren reviewed the draft ordinance.

He referenced signage that will be posted. He said there will be tow warning notices and that the issue of walkoffs will need to be reconciled for the ordinance (as well as the cooperative agreement as previously discussed). The concern is that a tow warning will not affect a walkoff.

Both Mr. Taylor and Mr. Pemberton provide a tow warning notice before they tow.

Mr. Hultgren said a change from the copy that was sent to the Committee is that the appeal of tickets will go to the Director of Public Safety, not the Mansfield Downtown Partnership Executive Director. The Director of Public Safety is the Town Manager.

Mr. Hultgren said that Section G needs to be rewritten to reflect the state statutes. There are two different statutes for private vs. public parking.

Ms. Funderburk asked how people know where to appeal their fines. Mr. Taylor said the Director of Public Safety contact information will need to be printed on the ticket.

Ms. Fox and the Committee thanked and commended Mr. Hultgren for all his work.

5. Update on Design of Parking Garage and Intermodal Center

Ms. van Zelm and Mr. Hultgren showed the images submitted as part of the zoning permit application for the parking garage and the intermodal center. Ms. van Zelm noted that Ms. Lindsey had requested an update for the Parking Steering Committee. Ms. van Zelm said the issue of color for the intermodal center elements and some of the garage elements was still being discussed.

Ms. van Zelm said the Partnership public hearing on the application is May 4 at 7 pm at the Mansfield Public Library, Buchanan Auditorium. She said that the Partnership Planning and Design Committee reviewed the plans last week and have reviewed preliminary plans at three previous meetings.

Mr. Hultgren said the Town Council had seen the same presentation last week.

Mr. Hultgren said there will be six car charging stations in the garage and four car sharing spaces. There will be six levels of parking with the upper three levels nested for residents.

The intermodal center will have an information area with bus information and a waiting area for the buses. There will be three adjacent bus stops and two bus berthing areas (for intercity buses).

The eastern part of the intermodal center will include a multi-purpose bike space. There will be bike storage available. The bike space may be a retail space where an operator could help with the information center and the transit operation.

The intermodal center will include public restrooms. Mr. Taylor expressed his concern about the restrooms being too far from the town square.

Mr. Hultgren said the intermodal center provides access to the garage but the access to restrooms at night will be closed off.

Mr. Hultgren showed the elevations of both the garage and the intermodal center. He said the garage will not be visible from Storrs Road as the TS-2 mixed use building will be in front of it.

Mr. Hultgren said the garage is being designed to allow for solar panels if funding is available in the future.

The intermodal center will include interactive kiosks so that riders will know when the buses are arriving.

Paul Aho asked whether there were only 12 seats in the intermodal center. Mr. Hultgren said there will be at least 20 seats; the drawings are still schematic.

Mr. Hultgren said the goal is for the intermodal center to be a bike commuting center, particularly, for employees. The storage for these bikes will be on the first floor. There will be showers and lockers for bikers which will be accessed by a key or access card.

Ms. Funderburk asked how snow will be handled. Mr. Hultgren said that maintenance will be a Storrs Center Alliance responsibility at least for seven years per the development agreement negotiated with the Town. Mr. Hultgren said the snow will be plowed but there will probably not be the need for the top floor initially and it can be closed off.

6. Update on DRAFT Town/Storrs Center Alliance/EDR Parking Management Plan

Ms. van Zelm reported that Town Manager Matt Hart will ask the Town Council to refer the parking management agreement to the Parking Steering Committee for its June meeting.

7. Review of next meeting date

The Committee will meet on June 14 at 6 pm.

8. Public Comment

There was no public comment.

9. Adjourn

The meeting adjourned at 6:50 pm.

Minutes taken by Cynthia van Zelm.



TOWN OF MANSFIELD
OFFICE OF THE YOUTH SERVICES BUREAU

Patricia Michalak, MA
Youth Service Bureau Coordinator

YSB Advisory Minutes
Tuesday, September 13, 2011
12:00 noon @ Mansfield Town Hall
Conf. Rm. B

Board Members

Present:

Ethel Mantzaris, Chair
Patricia Michalak, YSB Coordinator
Kathleen McNamara, YSB Social Worker
Kevin Grunwald, Human Service Director
Chuck Leavens, EOS Crisis Worker
Frank Perrotti, Resident
Teri Hebert, Educational Consultant
Kelsey Campbell, Social Work student

I. Call to Order

- Meeting called to order at 12:01 PM by Chair, Ethel Mantzaris

II. Approval of minutes

- Meeting minutes from June 14, 2011 were accepted and approved with corrections in the titles of some staff and board members

III. Reports

- Director's Report - Kevin Grunwald
 - o 40 children received camperships in over 50 weeks of day and overnight camps. Children went to a variety of camps, and the experience was life changing for them. Several of their thank you notes were read during the meeting.
 - o During the tropical storm last week, the Human Service Department provided emergency shelter for residence without power. The shelter was staffed 24 hours a day for two days and 5:30 AM through 10 PM through Labor Day. Residents were provided food, water, showers, and support. This was the first time the department was called to do this, and it was a success.

- Sandy Baxter will be retiring on September 30th. Final interviews have taken place for her replacement.
- Coordinator's Report - Patricia Michalak
- **Clinical:** We received new referrals for our February Grief Group. We are meeting with several of the families individually in preparation for their participation in the group. This is a new initiative to provide support during the early stages of grief. In addition there has been an increase in walk-ins from families new to the community or families looking for financial assistance.
- **Leap:** Over 20 students met at MMS for a personalized tour and question and answer period. Students from the Sunshine club assisted the incoming 5th graders with their transition to middle school. YSB worked in conjunction with middle school guidance counselors and school psychologist to make this a successful event.
- **Challenge:** Successfully completed their 35th year, 16 students attended the week long adventure including rock climbing, canoeing and hiking.
- **Camperships:**

Total Participants	40
Total # of weeks spent at Day Camp	17
Total # of weeks Overnight Camp	33

- **Girl's group:** An after school initiative for at risk girls resulted in half of the girls receiving scholarships to attend over night camp for the first time.
- **Multi Family Therapy Group:** This group met over the summer and continues to be a stabilizing intervention for at risk families over the summer.

IV. Old Business

- Youth Work Employment- Frank Perrotti recommended that we find a way to continue to allow middle school children to be paid for their work. Kevin Grunwald and Patricia Michalak will look at the budget for the next meeting.
- Challenge Update- Slide Show Presentation. Chuck Leavens and Frank Perrotti were thanked for the dedication and perseverance enabling this program to continue for thirty-five years.

V. New Business

- The 2012 yearly Advisory Board meeting schedule was disbursed.

- Introduction of new Social Work student Kelsey Campbell.
Kelsey Campbell is an advanced placement social work student at the University of Connecticut. She achieved her bachelor's degree in Social Work at Eastern Connecticut State University. She is interested in working with groups, which is a perfect match for the Youth Service Bureau because we do so much work with groups. Kelsey will be working with YSB twenty hours a week. She will be working with our Girl's Group, Cope, Grief Group, Parent's Group, and will be taking on clinical cases as well.

VI. Other

- None

VII. Adjournment

- Next meeting will take place on Tuesday, October 11, 2011
- Meeting adjourned at 1:05 PM
- Minutes submitted by Kelsey Campbell

**TOWN OF MANSFIELD
PERSONNEL COMMITTEE**

**Friday, August 19, 2011
Audrey Beck Municipal Building, Conference Room B
Minutes**

Members Present: Deputy Mayor Toni Moran (Chair), Christopher Paulhus, Peter Kochenburger

Staff Present: None.

The meeting was called to order at 8:07a.m.

1. APPROVAL OF MINUTES

The meeting minutes of 7/22/11 were moved as presented by Paulhus, seconded by Kochenburger and adopted unanimously.

2. EXECUTIVE SESSION – Town Manager’s Performance Review

Kochenburger moved, seconded by Paulhus to move into executive session. The Committee unanimously approved and entered into executive session at 8:15am.

Kochenburger moved, seconded by Paulhus to move out of executive session. The Committee unanimously approved.

The meeting adjourned at 9:10 a.m.

Respectfully Submitted,
Deputy Mayor Toni Moran



MANSFIELD ADVOCATES FOR CHILDREN
September 7, 2011

MINUTES

MEMBERS PRESENT: : K. Grunwald (staff), S. Baxter (staff), J. Woodmansee (staff), F. Baruzzi, R. LeClerc, MJ Newman, J. Goldman, C. Guerreri, J. Stoughton, E. Tulman, L. Dahn, L. Young, J. Higham, V. Fry, G. Bent, E. Soffer Roberts, S. Anderson, P. Braithwaite, A. Bloom, S. Daly, A. Bladen

GUESTS: J. Gilchrest, CAHS

REGRETS: E. Tulman

ITEM	DISCUSSION	OUTCOME
<p>Call to Order</p>	<p>G. Bent called the meeting to order at 6:35pm</p> <p>G. Bent reported that MAC has received a direct link on the town website and it can be accessed at www.mansfieldct.org/mac. This address can be used for flyers and correspondence.</p> <p>Vote on Minutes of 8/3/11</p> <p>G. Bent noted that the next order of business will be follow-up because the scheduled visitor Jillian Gilchrest has not yet arrived.</p>	<p align="center"><i>Motion:</i></p> <p align="center"><i>J. Higham moves to approve the 8/3/11 minutes as presented. A. Bloom seconds and the motion passes unanimously.</i></p>
<p>Follow up</p>	<p>J. Stoughton reported that the Executive Council considered the idea of moving the meeting dates, however, because of scheduling conflicts, they will remain as scheduled.</p> <p>J. Woodmansee reported that the K-Intake forms were delivered to each three (3) elementary schools on August 23rd.</p> <p>S. Anderson stated that volunteers from the playground committee will be asked to volunteer in the FOG booth but that literature from MAC and a representative of MAC would be welcome.</p> <p>S. Anderson also reported that commitment from the Town regarding the property is essential to move forward. K. Grunwald added that there are available</p>	<p>The next Executive Council meeting is scheduled for Thursday, September 22nd at 1:30 in Conference Room B in Town Hall.</p> <p>Responses are due to start coming back any day.</p> <p>The next scheduled playground committee meeting is September 8th.</p>

	<p>monies budgeted for the \$250.00 retainer.</p> <p>K. Grunwald stated that the 1st round of interviews for Sandy's position has been completed and that the 2nd round of the top three (3) candidates is scheduled for Friday, September 9th.</p> <p>C. Guerreri reported that the \$10K from SDE should be arriving soon and that GMF is discussing a shift in their fiscal year to align it with the Towns' which would mean a transitional grant from April through June.</p>	
Guest Presentation	<p>Jillian Gilchrest, Early Care and Education Analyst for the Connecticut Association of Human Services introduces herself. She states that the main objective of CAHS is to end poverty and engage, equip and empower all families in CT to build a secure future. She discussed resources such as <i>All Our Kin</i> which is a New Haven based non-profit organization dedicated to early care and education and 211 which provides a list of all family based providers.</p> <p>J. Gilchrest discussed future policies and noted that Governor Malloy's most recent budget, Plan C, does not cut any funding for early care and education.</p>	<p>J. Gilchrest offered to come back and provide quarterly updates to the collaborative and that if you are interested in subscribing to the CAHS list serves to send her an email.</p>
Performance Measures re: MAC Collaborative	<p>G. Bent explained an exercise to that will begin to collect data to determine the effectiveness of the collaborate and evaluate the performance of the collaborative as to how much, how well and, are we better off. To begin the exercise she asked that the members split into small groups and come up with action items in which improvement can be measured over time.</p>	<p>This exercise will continue at the October meeting.</p>
Adjournment/ Next Meeting	<p>Next Executive Council meeting on Thursday, September 22nd 1:15 in Conference Room B.</p> <p><u>Next MAC Meeting Wednesday, October 5, 2011, Town Hall –Council Chambers at:</u> <u>5:00PM</u> Team meetings <u>6:30PM</u> full MAC meeting</p> <p>Agenda topics: please send to Jillene at woodmanseejb@mansfieldct.org</p>	<p>The meeting adjourned at 7:34pm.</p>

“All Mansfield Children ages birth through 8 years old are healthy, successful learners connected to the community.”

REGIONAL SCHOOL DISTRICT #19
BOARD OF EDUCATION MEETING MINUTES
FOR TUESDAY, OCTOBER 4, 2011
EDWIN O. SMITH HIGH SCHOOL
1235 STORRS ROAD
STORRS, CONNECTICUT 06268

The meeting was called to order at 7:30 p.m. by chairman Fran Archambault

PRESENT: Fran Archambault, Herb Arico, Janice Chamberlain, Frank Krasicki, Bob Kremer, Jim Mark, John Meyers, Elizabeth McCosh-Lilie, Tim Nolan, Elizabeth Peczuh, Mike Sibiga, Bruce Silva (superintendent), David Cho (student representative)

ABSENT: Bob Jellen

OPPORTUNITY FOR THE PUBLIC TO SPEAK: No Requests

REPORTS:

The personnel committee will be entering into negotiations with the teachers' association. An executive session is on the agenda to discuss personnel issue.

The finance committee met prior to this meeting. The fee schedule for use of facilities was reviewed.

The curriculum committee has a tentative date of October 18th at 5:00 p.m. for their next meeting.

Herb Arico updated board members on the activities of the EASTCONN Board of Directors. Their next meeting is scheduled for October 25th.

Mike Sibiga informed board members the state review of the vocational agriculture department is scheduled for December 19th.

Student representative, David Cho, was welcomed by board members. He updated board members on the activities of the student congress.

SUPERINTENDENT'S REPORT:

Superintendent Silva updated board members on the progress of the athletic fields renovation project. Unfortunately, the inclement weather has slowed down the project a bit. It is hoped that the weekend of October 7th the surfacing of the track will be completed. Bleachers should be arriving around the 14th of October and the tennis courts are near completion.

Mr. Silva introduced Mr. Steven Bayne, Special Services Director, to the board. Board members welcomed him to the district.

Mr. Silva also noted that the school improvement plan will be presented to the board at the November board meeting.

The technology survey for E.O. Smith is currently being updated before sending out to staff members for their input.

SPECIAL REPORT:

Teacher of the Year, Susan Palmberg, was introduced to board members and congratulated for being selected for this honor.

John Blomstrann was recognized for being voted National Soccer Coach of the Year by the National High School Athletic Coaches Association.

Principal DeLoreto gave an in-depth CAPT and SAT report to board members.

CONSENT AGENDA:

MOTION: by Mike Sibiga, seconded by Tim Nolan, that the following items be approved or received for the record:

That the Regional School District #19 Board of Education approve the minutes of September 6, 2011.

That the Regional School District #19 Board of Education approve overnight trip to Philadelphia, PA, November 17-20, 2011, submitted by Sue Biren.

End of Consent Agenda

VOTE: Unanimous in Favor

MOTION: by Elizabeth McCosh-Lilie, seconded by Mike Sibiga, that the Regional School District #19 Board of Education recognize the outstanding accomplishment of coach John Blomstrann for being named National Coach of the Year 2011 by the National High School Athletic Coaches Association.

VOTE: Unanimous in Favor

MOTION: by Janice Chamberlain, seconded by Herb Arico, that the Regional School District #19 Board of Education approve the revised fees as outlined in the "Community Use of School Facilities" Policy.

Discussion: It was noted that the superintendent will be making some adjustments to the fee schedule as recommend by the finance committee.

VOTE: Unanimous in Favor

NEW BUSINESS: None

Opportunity for the Public to Speak: None

MOTION: by Mike Sibiga, seconded by Jim Mark, to move into executive session at 8:45 p.m. to discuss personnel issue, with Superintendent Silva in attendance.

VOTE: Unanimous in Favor

Moved out of executive session at 9:15 p.m.

Meeting adjourned at 9:15 p.m.

Respectfully submitted,

Lynda Breault, Board Clerk

TOWN OF MANSFIELD
Sustainability Committee
Minutes of the Meeting
July 14, 2011

Present: Stoddard (chair), Stafford, Lennon, Hart, Sherman, Hultgren (staff), Coleen Spurlock (guest), Annie Sung (guest), Sam Shifrin (host), Michelle Shifrin (host), Walton (staff)

Prior to the meeting, the Sustainability Committee took a tour of the Kirby Mill.

Stoddard called the meeting to order at 5:20 pm.

The minutes from the June 9, 2011 meeting were accepted by Lennon/Sherman.

Stoddard reported that a Municipal Climate Network Workshop was held on June 20, 2011 at Manchester Community College with the purpose of presenting the success of last year's municipal climate action internships. Community colleges are offering certificate programs in green technologies and 10 of the students who interned with municipalities this past year reported on their experience. Their internships were paid through grant funding, which is not available yet for this coming school year. The workshop also offered an overview of climate mitigation and adaptation resources that are available to towns.

Hart reported that after evaluating the bond proposal for the Mansfield Hollow Hydro project, the Director of Finance and he decided that Town bonding for this project is not feasible at this time. Hart stated that the Town Council would be reluctant to bond this project in light of their decision to postpone the bonded school improvements. Instead the Director of Finance and Town Manager are working with the Shifrins on a power purchase agreement with possible tax relief. A term sheet of a power purchase agreement has been drafted and will be reviewed by the Town's attorney. Hart stated that it might be mid-fall before a draft agreement is brought to the Town Council. The Shifrins relayed that a power purchase agreement with the Town will be helpful in getting investors. Investors are still needed in order for the hydro site construction to begin. Sam Shifrin reported that Governor Malloy and Commissioner Esty of the Dept of Energy and Environmental Protection should be coming to visit the Kirby Mill by September. Hart offered to arrange a visit by the Town's State Representative and Senator. Stafford also said she could put the Shifrins in touch with some potential investors. Stoddard suggested a letter of support from the sustainability committee after state officials have visited the hydro site.

Lennon has been appointed to the Four Corners Sewer and Water Advisory Committee. Hultgren stated that the UConn tech park bonding will include funding for an environmental impact study. The request for proposals will go out in two weeks for an environmental impact evaluation for both UConn and the Town. This is the first time that the Town and UConn have jointly worked on an environmental impact evaluation. Hultgren and Lennon will make sure that climate change is factored into the study. The pump station is in the process of being designed.

Walton reported that the Transition Towns introduction will be held on Tuesday, July 26 at 7 pm in the Mansfield Town Hall Council Chamber. Preceding the program, the Energy Education Team would like to host a potluck with the facilitator at 5:30 pm. Members of the sustainability committee are invited to attend.

The meeting was adjourned 6:27 pm.

Respectfully Submitted,

Virginia Walton

TOWN OF MANSFIELD
Sustainability Committee
Minutes of the Meeting
Thursday, September 8, 2011

Present: Stoddard (chair), Miller, Sherman, Hart, Linda Painter (guest), Bill Hammon (guest), Walton (staff)

Stoddard called the meeting to order at 5:02.

The minutes from the July 14, 2011 meeting were reviewed.

Bill Hammon reported on municipal energy saving projects. Last year about 6,000 bulbs were upgraded from fluorescent T-8 bulbs to super T-8s. They use 7 to 8 watts less than the T-8s. All the major town buildings now have energy management systems. Projects identified with a one to two year payback have been completed. Until it is known how long the elementary schools will be operating, no upgrades are planned. Sherman added that the high school science wing has clerestory lighting. The maintenance department is working on projects with a 5 to 6 year payback. Fire station 107 is getting a propane condensing boiler that should cut energy usage in half. Hammon would like to put a condensing boiler in the town hall. Sherman asked about using thermal curtains - Hammon will investigate. Hammon added that this fall DCS Energy will be installing solar panels on the four schools. Vinton, Goodwin, Middle School will each receive 9 kilowatt photovoltaic systems, and Southeast will receive two 9 kilowatt systems. It is estimated that the Town will save about \$150 per month per system.

Miller reported that the bonding of the UConn Tech Park has been celebrated and now the federal Environmental Impact Evaluation for North Hillside Road is expected to be finalized this fall. The first building will be state bond money and owned by the University.

Hart reported that the town attorney has been asked to write a Mansfield Hollow hydro purchase power contract from the term agreement that the Shifrin's supplied. It was suggested that as the process moves further along, that the League of Women Voters be enlisted to inform the community of this project.

Walton reported that Hertz has been awarded the car sharing contract with the University of Connecticut. It is anticipated that car sharing will begin in October with four cars strategically located on the UConn campus. As the program gains users, additional cars will be added, including one located in the municipal lot. Currently the type of vehicles to be supplied is being negotiated, with zero/low emissions and high miles per gallon as criteria.

Painter reported that a contractor for the Four Corners Environmental Impact Statement has been selected. She stated that she is applying for a HUD Community Challenge Planning Grant to fund:

- Creation of an Economic Development and Housing Strategy for the Town including a master plan for the northern part of Mansfield, which will incorporate Four Corners and address transit oriented development
- Identification of barriers to sustainable design and green building in town ordinances and regulations
- Revisions to the zoning and subdivision regulations based on the recommendations and findings of the sustainability assessment and economic development and housing strategies.

All project activities would be completed within 3 years of the grant award. The sustainability committee agreed to write a letter of support by the grant deadline of September 16, 2011.

The next meeting is scheduled for Thursday, October 13, 2011.

The meeting was adjourned at 6:43 pm.

Respectfully Submitted,

Virginia Walton

**Town of Mansfield Parking Steering Committee for Storrs Center
Tuesday, September 13, 2011
Mansfield Town Hall
Conference Room B**

7:00 PM

Minutes

Members Present: Karla Fox (Chair), Martha Funderburk, Manny Haidous, Matthew Hart, Meredith Lindsey, Ralph Pemberton, Mindy Perkins, Michael Taylor

Ex-Officio Members Present: Lon Hultgren, Howard Kaufman (by phone), Macon Toledano, and Cynthia van Zelm

1. Call to Order

Chair Karla Fox called the meeting to order at 7:08 pm.

2. Approval of Minutes of April 27, 2011

Martha Funderburk made a motion to approve the minutes of April 27, 2011. Meredith Lindsey seconded the motion. The motion was approved unanimously.

3. Remarks from the Chair

There were no remarks from Chair Karla Fox.

4. Continued Discussion of Proposed Cooperative Agreement

Lon Hultgren referenced the revised cooperative agreement. He said some of the terms had been changed. He also said the goal is to start implementing the cooperative agreement before the Phase 1A buildings open.

Mr. Hultgren said he reviewed the proposed parking regulations with the Town attorney Dennis O'Brien.

Mr. Hultgren also added proposed fines.

Mr. Hultgren reviewed the main tenets of the cooperative agreement. He said each individual property owner would conduct its own enforcement but could request assistance from Storrs Center related personnel at a cost to the property owner. Collected fines would be used to offset this cost.

Mike Taylor asked who would be the recipient of any tow charges. Mr. Hultgren said that language was revised in the draft so that the entity towing would receive the towing charges. The Mansfield Downtown Partnership would not have a role.

Howard Kaufman asked about the timing in implementing the agreement right away. Mr. Hultgren said an ordinance would need to be prepared. Mr. Hultgren said implementing the agreement early on would allow the team to learn as it goes along and make changes as necessary.

Mr. Hultgren said that UConn would not be asked to enforce any differently than it is doing now. The key is to have special constables enforce on the other properties. Mr. Hultgren said this could be the third party operator which will be hired by Leyland and/or the property owners' employees.

Mr. Kaufman said that that Storrs Center Alliance would not be in a position to assist with enforcement until its third party operator is on board. It could involve a 6 month period where Storrs Center Alliance is not involved in the enforcement.

Mr. Kaufman asked about the voting rights of members of the cooperative. Mr. Hultgren said if an issue is not resolved by consensus, a vote will be a proportional vote with a 2/3rds majority. Mr. Hultgren said his preference is for UConn to be part of the cooperative. Mr. Hultgren said the allocation of spaces needs to be revised to incorporate the size of the garage and the reconfigured Bishop lot. Mr. Toledano said the total spaces in the garage with the additional deck is 660. He said he does not have the final numbers on the Bishop lot. He said a gate will likely be needed for that lot.

Mr. Taylor was less concerned about disputes and said an entity could always withdraw from the cooperative.

Mr. Taylor asked about the definition of special constables and the Town Manager's authority to hire them. Matt Hart said the Town Manager would need to have discretion on appointing non-Town employees as constables. He said parameters may want to be developed regarding the make-up of the constables.

The Committee discussed the process of towing. Ms. Lindsey asked why people are given a warning of a tow. Mr. Taylor said that sometimes he will call in a tow but if the tow truck does not come right away, a tow notice will still deter people from parking in an unauthorized spot.

Mr. Taylor said it would be possible for someone to have to pay for a ticket, the tow fine, and the actual towing.

Manny Haidous said the fee schedule should be on the website.

Mr. Haidous asked about signage on site. Mr. Hultgren said there will be wayfinding signage and there will need to be agreement by each property owner on the minimum amount of signage on each person's property.

Ms. Lindsey asked about employee parking. Mr. Hultgren said it will be up to each property owner to distinguish employee parkers vs. visitors. Mr. Taylor said this can be difficult as typically there is a lot of employee turnover with changing shifts. His practice is to get license plate numbers to track employee parking. He also requires employees to follow the same rules as customers if they are parking in his lot when they are not working on site. The goal is for the merchant to have as many customer parking spaces as possible.

Mr. Toledano said employee parking needs to be evaluated with the overall management of parking. There may be the need for some nested employee parking.

Mr. Hultgren said street parking will be short-term parking.

Mr. Hultgren said under Appendix A, there needs to be language added on the minimum size of signs and legibility.

Ms. Lindsey referenced the definition of "3rd Party Operator" and suggested that the Town of Mansfield be deleted as the development agreement between the Town, EDR and Storrs Center Alliance requires Storrs Center Alliance to contract for the third party operator for Storrs Center parking.

Mr. Taylor said that his title on the first page should be "Managing Member."

Ms. Lindsey referred to Article F and said it needs to include information on the letter of trespass.

She also suggested deleting "Owned Parking Areas" from Articles D and E and also deleting "owned parking premises" from both Articles and replacing them with "parking premises under its control."

Mr. Hart suggested that language be added under Article D regarding the Town Manager's discretion to remove special constables for cause.

With respect to the fee schedule, Mr. Hultgren said that all the fines are the current Mansfield fines except for parking beyond limited time period and towing.

Mr. Taylor asked about habitual abusers. Mr. Hultgren said that fines would escalate. Ms. Lindsey said she has seen a fee for habitual offenders at other colleges. Mr. Hultgren said that in order to change the current fines, the Town's Traffic Authority would need to approve them followed by the Town Council. Mr. Hultgren said the issue of fines for repeat offenders could be reviewed by the Traffic Authority.

Ms. Lindsey suggested raising the fine for parking in a bus stop.

Ms. Lindsey asked if residents could hand their parking cards to friends. Mr. Toledano said this is possible but the system in the garage will be fairly sophisticated.

Mr. Taylor said he thinks that the fines are fairly low in general.

Mr. Toledano suggested adding to Section B a prohibition of parking in reserved spots such as the Daily Campus.

Ms. Lindsey asked if the language in Section E regarding timing on payment of fines could be added to the fee schedule.

5. Update on Design and Construction of Parking Garage and Intermodal Center

Mr. Hultgren said the Town received good bids on the parking garage so it can be built within budget and with the additional floor. The contract will be awarded to Downes Construction. They will start clearing the trees for the foundation in early October. The pre-cast parts are due to arrive in December.

6. Topics for next meetings

Mr. Taylor encouraged implementing the cooperative agreement as soon as possible to see how it works.

Mr. Hultgren said the Traffic Authority would need to review the agreement, make any changes and then come back to the Committee. Once the changes are blessed, the regulation changes would need to go to the Town Council. The Town Council would probably meet one to two times on the regulations. The Town Council would also need to approve the overall cooperative agreement. A goal would be to bring both to the Town Council for October 11 or October 24.

The Committee agreed to meet on October 17 at 5 pm (*since moved to 4 pm*) to review final changes to the cooperative agreement.

Mr. Toledano and Mr. Haidous can talk to Ilias Tomazos who represents the Center for Hellenic Studies Paideia about the proposed cooperative agreement.

Ms. van Zelm said other issues that need to be addressed include the Town/Storrs Center Alliance/EDR management agreement and the operations plan.

7. Public Comment

David Freudmann said the cooperative agreement is a small part of the overall parking management plan. What is the timeframe for the plan?

What are the costs of operations? Mr. Hultgren said that Storrs Center Alliance is committed to operating the parking for seven years per the development agreement. The equipment costs are part of the overall garage costs funded by the state grant. Mr. Freudmann asked about maintenance costs. Mr. Hultgren said Storrs Center Alliance is responsible for maintenance. Mr. Hultgren said the costs will be reviewed after the seven year commitment by Storrs Center Alliance.

8. Adjourn

The meeting adjourned at 9:08 pm.

Minutes taken by Cynthia van Zelm.

**TOWN OF MANSFIELD
PERSONNEL COMMITTEE**

**Friday, October 7, 2011
Audrey Beck Municipal Building, Conference Room B
Minutes**

Members Present: Deputy Mayor Toni Moran (Chair), Christopher Paulhus, Peter Kochenburger

Staff Present: Maria Capriola, Assistant to Town Manager, Dennis O'Brien, Town Attorney

The meeting was called to order at 8:05a.m.

1. APPROVAL OF MINUTES

The meeting minutes of 8/19/11 were moved as presented by Paulhus, seconded by Kochenburger and adopted unanimously.

2. ETHICS CODE REVISIONS

Based on Council feedback from their workshop of September 12th, the Ethics Code draft was revised. The Committee reviewed and discussed the revised draft dated October 4th, 2011. The only change to the draft was agreed to by consensus as follows: removal of the words "Except...expenses" from 25-7D(2).

3. EXECUTIVE SESSION – Town Manager's Performance Review

Paulhus moved, seconded by Kochenburger to move into executive session. The Committee unanimously approved and entered into executive session at 8:55am; Committee members were the only people present at the executive session

The Committee came out of executive session and the meeting adjourned at 9:10 a.m. The next meeting will be Friday, October 14th at 8am.

Respectfully Submitted,
Maria Capriola
Assistant to Town Manager

Town of Mansfield
Energy Education Team
Minutes of Meeting
September 13, 2011

Present: Coleen Spurlock (chair), Dennison Nash, Sally Milius, Don Hoyle, Madeline Priest (Neighbor to Neighbor), Ginny Walton (staff)

The meeting was called to order at 7:08 pm by chair Coleen Spurlock.

The minutes of the August 9, 2011 were reviewed and accepted.

Madeline reported that nobody showed up for the Neighbor to Neighbor Community group meeting on September 7, 2011. It was probably due to the fact that the letter was not sent out from the Town Manager's office. Ginny will line up another date and location and will mail the letters from the Town Manager. On September 10, 2011 Neighbor to Neighbor hosted a leadership development program in which six of the 14 towns participated.

Ginny handed out flyers for the "Moving Planet" rally in New Haven, CT on September 24, 2011. Don reported that other events are happening that day, which can be found on the 350ct.org website. For the Mansfield Moving Planet celebration, Sally has lined up a brigade of bikes for the September 25 Festival on the Green parade at noon. Sally will find out if 350.org has a banner. If not, members decided that the banner used for the parade and later for the table activity should read "Moving Beyond Fossil Fuels". Sally has a hand washing station for the Festival table, lined up a hand crank ice cream maker and a volunteer to help make the ice cream. The Neighbor to Neighbor folks will bring a canopy for the table. It was suggested that Sally's daughter and her friends who will be volunteering that day decide if they want to have a cider press with the hand crank ice cream. If a cider press is part of the day, then Dennison will supply the apples.

Madeline reported that 15 Home Energy Solutions vendors have been selected and four of them will be providing service for eastern Connecticut. The four vendors include, Lantern Energy, Victory Energy, New England Conservation Services and Competitive Resources. The Deeper Energy Savings presentation is tomorrow in conference room B of the Town Hall. 266 residents in Mansfield have signed up to make energy improvements through the Neighbor to Neighbor program. Of those, 22 need a follow-up phone call. This list was divided among the members to make a follow-up connection.

Coleen reported that there is an initiating group of 20 people who are planning the Transition Towns training. Because of scheduling conflicts, the training will be held in the spring 2012 rather than this fall. Beginning September 22, the initiating group will be studying the Transitions Town Handbook in Room 404 in Beech Hall (UConn). Don stated that he will be delivering the video of the July 26 Transition Towns presentation to cable access television.

Walton stated that the Clean Energy Communities program is being revised as a collaborative effort between the Energy Efficiency Fund and Clean Energy Fund. The proposed new "eeCommunities" program has unrealistic thresholds to reach in order to be awarded incentives. The Energy Education Team has been asked to send a letter to both funds commenting on some of the complexities of the proposed new program.

A flyer for an Energy and Sustainability Fair at RHAM High School on Saturday, November 12, 2011 from 9 am to noon was circulated.

Coleen stated that the Solar Energy at Home classes begin on Wednesday, September 21. When she registered, two people were signed up. Please get the word out.

The next meeting is scheduled for October 11, 2011. The meeting was adjourned at 8:35 pm.

Respectfully Submitted,

Virginia Walton

MANSFIELD ZONING BOARD OF APPEALS – REGULAR MEETING
MINUTES
SEPTEMBER 14, 2011

Chairman Pellegrine called the meeting to order at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building.

Present: Members – Gotch, Katz, Pellegrine, Singer-Bansal

Alternate – Scruggs

Absent: Member – Fraenkel

Alternates – Accorsi, Clauson

JAMES SAUVE - 7:00 P.M.

To hear comments on the application of James Sauve for a Variance of Art VIII, Sec A to divide an existing parcel into 2 lots, one which will have 47' of frontage where 200' is required at 29 North Windham Rd.

There is presently a small farmhouse on this 8.6 acre lot with approximately 247' of frontage. Mr. Sauve would like to split the rear 6 acres and eventually sell it. He plans to renovate the existing farmhouse and the front barn and demolish the barn in the rear. He contacted the Army Corps of Engineers, who owns abutting property on both sides but they said that they do not have authority to carry out land exchanges unless the transaction is considered necessary or advisable for a federal project.

The property was acquired about a year ago, under the present regulations. Mr. Sauve feels that his hardship is that the Army Corps of Engineers will not negotiate.

A Neighborhood Approval Sheet was submitted, showing no objections from abutters and a certified receipt for a letter sent to the Army Corps of Engineers was received.

Mr. Michael Dion from 30 North Windham Road was present and asked questions about the possibility of multiple dwellings being built on this lot if the variance was approved.

BUSINESS MEETING

Scruggs acted as a voting member of the Board for this hearing.

Scruggs moved to approve the application of James Sauve for a Variance of Art VIII, Sec A to divide an existing parcel into 2 lots, one which will have 47' of frontage where 200' is required at 29 North Windham Rd, as shown on submitted plan.

Opposed to approving application: Gotch, Katz, Pellegrine, Singer-Bansal, Scruggs

Reasons for opposing application:

- No demonstrated hardship
- Purchase of land was done with full knowledge of situation
- There is presently reasonable use of the land

Application was denied.

APPROVAL OF MINUTES FROM AUGUST 10, 2011 & AUGUST 17, 2011

Scruggs moved to approve the minutes of both meetings as presented. Gotch seconded the motion. All in favor.

ADJOURNMENT

Meeting was adjourned at 7:35 p.m.

Respectfully Submitted,

Beverly Gotch, Acting Secretary

TOWN/UNIVERSITY RELATIONS COMMITTEE
Tuesday, September 13, 2011
Council Chambers, Audrey Beck Municipal Building

Minutes

Present: P. Barry, L. Chiappa, M. Hart, J. Hintz, N. Hunter, R. Orr, C. Paulhus, N. Silander, W. Simpson, W. Wendt

Staff: M. Capriola (*Town*), C. van Zelm (*MDP*), A. Roe (*UCONN*)

1. Call To Order

Meeting was called to order at 4:00pm. Members reintroduced themselves.

2. August 9, 2011 Meeting Minutes

Simpson made the motion to approve the minutes as presented, seconded by Silander.

3. Co-Chair Reports

Hart reported on Mansfield's new (interim) resident trooper coordinator, Sgt. Cournoyer. Orr reported on the University President's upcoming inauguration events, scheduled for September 16th.

4. Updates:

- a. *Mansfield Downtown Partnership*: van Zelm provided a Storrs Center construction update. The Celebrate Mansfield Weekend will occur September 23rd – 25th; planning is underway.
- b. *MCCP*: Hintz provided an update. MCCP recently had a discussion regarding the various police services options presented in the study. An overview of recent grant funded activities was provided. Fall welcome visits for students living in off-campus housing are scheduled to begin this week.
- c. *Town/UCONN Water Supply Project*: Roe provided an update regarding the joint Town/UCONN water study. The study will analyze groundwater options and options that connect to existing water supply systems (Windham, Tolland) for the Tech Park and additional municipal uses. Financial and environmental factors will be considered in the analysis. Roe outlined next steps in the process.

5. Fall Semester Off- Campus Activity

An overview of recent fall weekend activity was provided by Hart. Also provided was an overview of ordinance enforcement activity and the referral process to Off-Campus Services. Cournoyer and Hintz have been working cooperatively to improve the referral process.

6. Storm Recovery Operations

Town and University members commended each other for their storm recovery efforts. The Town and UCONN worked cooperatively on a number of issues.

7. Other Business/Announcements

US News and World Report announced their college rankings today. UCONN moved from #25 to #20; this is the first time UCONN has made the top 20 list.

8. Opportunity for the Public to Address the Committee
Quentin Kessel, Codfish Falls Road. Kessel spoke to several issues such as the University's water system capacity and finding an alternative location for the hazardous waste transfer station.

9. Adjournment
Meeting adjourned at 5:00 p.m.

Respectfully Submitted,
Maria E. Capriola, M.P.A.
Assistant to Town Manager, Town of Mansfield

Animal Control Activity Report

REPORT PERIOD

2011/

2012

PERFORMANCE DATA	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	This FY to date	Last FY to date
Complaints investigated:														
phone calls	190	196	176										562	478
road calls	22	19	14										55	40
dog calls	93	92	92										277	189
cat calls	61	58	60										179	204
wildlife calls	15	8	5										28	12
Notices to license issued	2	0	1										3	23
Warnings to license issued	20	73	20										113	59
General warnings issued	4	3	4										11	11
Infractions issued	1	0	0										1	1
Notices to neuter issued	0	0	1										1	1
Dog bite quarantines	1	0	0										1	1
Dog strict confinement	0	0	0										1	2
Cat bite quarantines	0	0	2										0	0
Cat strict confinement	0	0	0										2	2
Dogs on hand at start of month	4	7	4										0	0
Cats on hand at start of month	12	6	10										15	7
Impoundments	23	20	27										28	66
Dispositions:													70	77
Owner redeemed	10	4	1										15	19
Sold as pets-dogs	5	6	6										17	9
Sold as pets-cats	9	5	9										23	49
Sold as pets-other	0	0	1										1	1
Total destroyed	2	2	5										9	5
Road kills taken for incineration	0	0	2										2	2
Euthanized as sick/unplaceable	2	2	3										7	3
Total dispositions	26	19	24										69	83
Dogs on hand at end of month	7	4	2										13	4
Cats on hand at end of month	6	10	15										31	63
Total fees collected	\$995	\$ 506	\$ 590										\$2,091	\$ 2,537

Mansfield Board of Education Meeting
September 8, 2011
Minutes

Attendees: Mark LaPlaca, Chair, Martha Kelly, Secretary, Min Lin, Holly Matthews, Ed Neumann, Katherine Paulhus, Randy Walikonis, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin

Absent: Shamim Patwa, Carrie Silver-Bernstein

The meeting was called to order at 7:33pm by Mr. LaPlaca.
Mr. LaPlaca asked for a moment of silence in memory of Matt Hurlock.

MOTION BY Mrs. Paulhus, seconded by Mr. Walikonis to move the agenda item, New Certified Staff, to immediately following the Hearing for Visitors. VOTE: Unanimous in favor.

HEARING FOR VISITORS:

Ms. Silver-Bernstein arrived at 7:41pm
Hal Abramson, Wormwood Hill, spoke in opposition of a Shared Library Services position.
Anne Greineder, Holly Drive, spoke in opposition of a Shared Library Services position.
Sharry Goldman, Browns Road, spoke in opposition of a Shared Library Services position.
Rita Pollack, Timber Drive, spoke in opposition of a Shared Library Services position.
Bruce Goldman, Browns Road, spoke in opposition of a Shared Library Services position.

NEW CERTIFIED STAFF: The building principals introduced the new staff for the 2011-2012 school year.

COMMUNICATIONS: Email from Mary Dean in opposition of a Shared Library Services position.

ADDITIONS TO THE PRESENT AGENDA: MOTION by Mrs. Paulhus, seconded by Mrs. Kelly to discuss school bus issues under NEW BUSINESS. VOTE: Unanimous in favor

COMMITTEE REPORTS: Personnel Committee: Mr. LaPlaca announced there will be an executive session following the meeting to discuss contract negotiations. Policy Committee: Mr. LaPlaca announced the Policy Committee will meet on September 21st to review proposed changes to the MBOE Policies for the 2011-2012 school year and discuss changes in school calendar. A summary of the proposed policy changes were submitted to the Board by Anne Littlefield, Shipman and Goodwin Attorney. The Board will review and adopt the changes at the next Board Meeting. EASTCONN Board of Directors: Mrs. Paulhus reported the new building at EASTCONN will be opening soon and distributed information on the programs offered.

Goals and Objectives: MOTION by Ms. Matthews, seconded by Mrs. Kelly to adopt the proposed Mansfield Public Schools Board of Education Goals – 2011-2012. VOTE: Unanimous in favor.

REPORT OF THE SUPERINTENDENT:

- 2010-2011 4th Quarter Financial Report: Cherie Trahan, Director of Finance, reported the Town ended fiscal year with revenues exceeding expenditures increasing fund balance by \$147,200. MOTION by Mr. Walikonis, seconded by Ms. Matthews, to accept the 2010-2011 4th Quarter Financial Report. VOTE: Unanimous in favor.
- Budget Transfers 2010-2011: MOTION by Mr. Neumann, seconded by Mrs. Paulhus to approve the Budget Transfers. VOTE: Unanimous in favor.
- Minimum Budget Requirement Compliance: The Board will await action by the Town Council to resolve this issue.
- Books on Bus: Linda Robinson reported on the success of the third year of the program which provided access to library books along the elementary bus routes.
- Summer School 2011: Mr. Baruzzi reported on the success of the summer school programs. He recognized and thanked the teachers who piloted online summer program offerings to students.
- 2011-2012 Board Goals and Objectives: Mr. Baruzzi presented the administrators' proposed sample evidence and sample strategies for the goals and objectives which will be discussed at the September Board Workshop.

- Board Fall Retreat with Administrators: Due to conflicts, the September 22nd workshop will be rescheduled.
- Hurricane Irene/School Calendar: Mr. Baruzzi reported that Region 19 has revised their calendar to reflect a start date for students of September 6, 2011.
- Sharing Library Services: Potential Opportunities for Sharing Services and their Budgetary Impact: Mr. Baruzzi shared information that was presented to the Mansfield Public Library Advisory Board. The Board will await further interest on the part of the Town Council.
- School Energy Committees 2011-2012: Mr. Baruzzi reported that the district will continue the school based building committee initiative to maximize staff, student, parent, and community involvement.
- Class Size/Enrollment: The first three days enrollment chart was distributed to the Board.

NEW BUSINESS: School Bus Schedules: Mr. Baruzzi discussed the problems with the bus schedules and routes for the start of the school year.

CONSENT AGENDA: MOTION by Ms. Matthews, seconded Mrs. Kelly that the following items for the Board of Education meeting of September 8, 2011 be approved or received for the record: VOTE: Unanimous in favor.

That the Mansfield Public Schools Board of Education approves the minutes of the June 9, 2011 Board meetings.

That the Mansfield Public Schools Board of Education approves the employment of Yalibi D'Addario, French teacher at Mansfield Middle School, Courtney Gile, preschool teacher at Vinton School, Carol Moran, grade five teacher at Mansfield Middle School, Sophia Donforth, grade 7 teacher at Mansfield Middle School, and Britta Venter, special education teacher at Goodwin School.

HEARING FOR VISITORS:

Joan Neuwirth, Bundy Lane, questioned the title of the Library/Media Coordinator and the certification needed.

SUGGESTIONS FOR FUTURE AGENDA: None

MOTION by Mrs. Paulhus, seconded by Mr. Walikonis to move into Executive Session to discuss contract negotiations. VOTE: Unanimous in favor. The Board moved into Executive Session with Mr. Baruzzi in attendance at 9:45pm

The Board returned to open session at 10:10pm. MOTION by Mr. Walikonis, seconded by Mr. Neumann to ratify the Mansfield Administrators Association Contract effective on July 1, 2012 through June 30, 2015. VOTE: Unanimous in favor.

MOTION by Ms Lin, seconded by Ms. Silver-Bernstein to adjourn at 10:13pm. VOTE: Unanimous in favor.

Respectfully submitted,

Celeste Griffin, Board Clerk

ARTS ADVISORY COMMITTEE
 Meeting of Tuesday, 06 September 2011
 Mansfield Community Center (MCC) Conference Room

MINUTES

1. The meeting was called to order at 7:05p by Tom Bruhn. *Members present:* Tom Bruhn, Scott Lehmann, Blanche Serban, Joe Tomanelli, David Vaughan. *Members absent:* Kim Bova. *Others present:* Jay O'Keefe (staff).

2. **Membership.** New members Joe Tomanelli and David Vaughan were introduced and welcomed; Joe and David teach music in public schools and are particularly interested in involving young people in music and the other arts. Scott reviewed for them what he could recall of the history of the Committee and its work. Joe asked whether the Committee (1) has had a role in planning summer music programs at Bicentennial Pond and the Community Center or (2) has cooperated with the University in introducing young people in town to its extensive art offerings (programs at Jorgensen, exhibits at the Benton, etc.). Answers: No, but these are things it could certainly pursue. David would like to see an informal summer music program, where young people are invited to show up with their instruments to play relatively simple music, perhaps presenting a concert after several rehearsals; he and Joe would be willing to direct such a program. He asked (1) whether the Committee could solicit contributions to cover expenses and (2) what facilities might be available. Answers: (1) Probably, but fund-raising should be coordinated with the Parks and Recreation Department, which also solicits contributions from area businesses; (2) Arrangements for using indoor facilities – schools, Community Center – in the summer would need to be made far in advance.

3. The draft minutes of the 12 July 2011 meeting, amended to correct the syntax of the last sentence of 4b, were approved.

4. The annual report to the Town Manager drafted by Scott was approved.

5. **MCC exhibits.**

- a. **Murray Wachman** has submitted photos of 16 paintings he proposes to exhibit in the fall; they are all OK. Some are large enough to hang in the upper sitting room space. He apparently would like to use all the flat-art display areas. Blanche will ask Kim to notify Mr. Wachman that his show has been approved and to tell him that he could hang works in the hallways now (Renee Raucci's are still up in the sitting room).
- b. Tom will ask **Suzy Staubach** to exhibit ceramics in the display cases in the fall. She must, of course, submit the usual application
- c. Scott attempted to contact **Jim Gabianelli** via the "Contact" button on his website, but has heard nothing from him. He will resend the message to the e-mail address on Mr. Gabianelli's application.
- d. **Jan Geoghegan** would like the hallways and lower sitting room space for her encaustic & mixed media show in the winter display period.
- e. **Lucille Eichner** has applied to show her collection of approximately fifty dolls – a third of them per month – in the display cases. Tom observed that the collection does not qualify as creative art; he also expressed concern about security for dolls that may be quite valuable. The Committee agreed that Ms. Eichner should find a different venue for her show. The Mansfield Library might be approached, though it may not have a secure case available for displaying collections such as hers.

Exhibit Period	Entry cases		Sitting room		Hallway	
	Double-sided	Shelves	Upper (5)	Lower (3)	Loug (5)	Short (2)
01 Jun – 14 Aug	<i>Storrs Puppet Theatre items</i>		<i>Reneé Raucci (watercolors)</i>		<i>Helen Dewey (watercolors)</i>	
15 Aug – 14 Oct	<i>Festival advertising Art show winners</i>					
15 Oct – 14 Jan	<i>Suzy Staubach? (ceramics)</i>		<i>Murray Wachman (acrylics)</i>			
15 Jan – 14 Apr			<i>Jan Geoghegan (encaustic & mixed media)</i>			

6. **Outdoor summer performance facility.** David suggested that the Committee recommend that the Town pursue constructing an outdoor facility for summer music performances. This could be a permanent band shell or something as simple as a flat space against an outside wall with some sound reflectors affixed to it. There was general agreement that such a facility would be a good thing. However, Tom suggested that we first give more thought to what kind of facility we want to propose and where it should be. Joe will find out how Coventry

proceeded in obtaining its band shell and report back to the Committee. Jay suggested considering promoting a regional facility that could serve neighboring towns; he noted that there have been some conversations with Windham on co-sponsoring bus trips and other recreational activities.

7. Adjourned at 8:18p. Next meeting: 7:00p, Tuesday, 04 October 2011.

Scott Lehmann, Secretary, 08 September 2011; approved 04 October 2011.

Town of Mansfield Transportation Advisory Committee
Minutes of the Meeting
January 27, 2011

Present: Frantz (chair), Lindsey, Taylor, Hall, Hultgren (staff).

The meeting was called to order by chair Frantz at 7:40 PM.

The minutes of the September 22, 2010 meeting were reviewed and approved, with Hall abstaining from the vote.

Hultgren passed out a brief status report of the volunteer senior transportation program.

Schematic designs for the intermodal center (IMC) and parking garage proposed for Storrs Center were reviewed by the committee and suggestions made for improving the designs. These included making provisions for accessing the parking garage when the IMC lobby is closed, having outdoor access to the public restrooms, providing more space for bike sales, rental and repair, providing more space for secure bike storage and rethinking the bike commuter shower and locker area to be both secure and space-efficient. Hultgren will forward these comments to the architects designing the garage and IMC, and send schematic revisions to committee members as they are received.

The next meeting was not set and will be called as business dictates.

The meeting was adjourned at 8:40 PM.

Respectfully submitted,

Lon Hultgren
Director of Public Works

Town of Mansfield Traffic Authority
Minutes of the Meeting – August 23, 2011

Present: Hultgren, Painter, Meitzler, Jackman, Baruzzi (Mansfield Schools), van Zelm (Mansfield Downtown Partnership), Baker (Thornbush Road), Dorgan (Ravine Road – arrived at 10:30 AM).

The meeting began at approximately 9:35 AM and the minutes of the July 26, 2011 meeting were reviewed and no corrections made.

72 Mansfield City Road – Meitzler discussed the proposed guardrail installation with the owner of the adjacent corner lot and reported that she had no objections to the guardrail. This project can now proceed when a contractor can be secured.

Thornbush Road school bus access – Baker explained that the school bus used to access the area west of the RR tracks on Thornbush Road and the crossing had recently been upgraded so he thought the bus should be able to access this area. Baruzzi said that the larger busses would have difficulty turning around, but that a smaller bus might be able to turn around using a private driveway if a waiver was obtained from the applicable resident. Hultgren said that a smaller bus would be observed crossing the RR tracks later this week to see how much road work would be needed to increase the ramping enough to make it possible for the bus to negotiate the tracks without the threat of damage. He said that if the amount of work was minor it may be possible, but if it was major, it would be difficult to do due to budgetary constraints.

Hillyndale Road – no progress, waiting for traffic classification data after September 1st.

Baxter Road & Hanks Hill Road – ditto, waiting for traffic data after UConn resumes its fall semester.

Pleasant Valley Road – The traffic classification data was reviewed (ADT = 600, avg speed = 34mph, 85% speed = 40.3 mph). Although the speeds are above the action level for considering speed humps, this road is a collector road and as such does not qualify. This data will be referred to the Resident State Trooper's office for speed enforcement.

Ravine Road – Hultgren summarized the opinions of the residents on Ravine Road regarding the possibility of closing the dirt portion of this road, noting that at least 3 residents were opposed to closing the road. As such, the Town will work with the University and the DOT to design and install signage on Route 32 suggesting better routes to UConn than Ravine Road. As a second point of discussion regarding Ravine Road, Baruzzi and Meitzler explained that the bus company is unwilling to have a bus travel along the narrow and curvy dirt section of this road. Baruzzi said that the Ravine Road stop would therefore be either at the Bone Mill or Route 32 ends. Dorgan suggested that the stop on Route 32 has limited sight distances and higher speed traffic and as such he was concerned about the safety of this stopping point. Hultgren said he would check with Baruzzi (who had left the meeting before Dorgan arrived) to see where the stop would be, and if it was to be on the Route 32 end, get permits to install "school bus stop ahead" warning signs on Route 32.

Senior Center Sign – Hultgren said he had talked to Grunwald and the sign was being discussed and located through the Human Services Department, and he didn't think further Traffic Authority involvement was necessary.

552 Bassetts Bridge Road – Painter explained that she had received concerns about traffic in the area of the proposed increased use of this parcel. A suggested stop sign at South Bedlam Road, more speed enforcement and additional centerline striping were discussed. Placing a stop sign for speed control on a collector road was not favored as per the Authority’s position that stop signs do not control speed very well. Hultgren said that additional striping (more than once a year) was a budget matter that he would have to discuss with the Town Manager and Finance Director. The speed of traffic in the area would be forwarded to the Resident State Trooper’s office for enforcement.

Dog Lane construction area site utilization plans – van Zelm and Hultgren presented the construction site utilization plans surrounding the proposed parking garage. After discussion it was decided to request that the location of the temporary Dog Lane roadway be shown on the drawings.

Route 275 RxR construction detour – for information only.

Community Center bus stop (Route 275) – a request to improve the bus stop waiting area on Route 275 in front of the Community Center was received. Additional stop improvements will be scheduled by the DPW, most likely in 2012.

Request to relocate a Neighborhood Watch sign in Mansfield Center – Hultgren will contact the requestor (Parker) to determine if the sign relocation had been reviewed by the Resident State Trooper or his designee.

Dream Ride (2011) – The Town Manager’s approval of this ride was confirmed by the members present.

Respectfully submitted,

Lon Hultgren
Director of Public Works

PAGE
BREAK

From: Ruth Freeman [PositiveParent@earthlink.net]
Sent: Tuesday, October 11, 2011 6:15 AM
To: Kevin Grunwald; Elizabeth Paterson; vincentec@mansfieldct.org
Subject: Spam:thank you

Item # 10

Hi folks,

I have been meaning to write a big thank you for the outstanding service that was provided to the town during Hurricane Irene and I just never got to it. I just read, however, the notes from the Mansfield Campus Partnership meeting and saw that Kevin reported that 300 people were showering at the Community Center a day. I was one of those people as was my husband. Here on Davis Road we did not get power back for six days. It was a challenge – however, the enormous support provided by the Community Center was important to our well being during that period.

Here is what impressed me most about what the town provided during this difficult time in our lives:

The Community Center was kept very clean in spite of the dramatic increase in number of people using it.

The staff – including those from the YSB and Human Services as well as the Community Center staff - remained positive and extremely helpful at all hours, serving with a smile under difficult circumstances.

The range of services that were provided was terrific – even including the availability of ice which wasn't always easy to get and haul around!

I had lots of friends in the region who had also lost power, but none experienced the pulling together nor the range of support that we did in Mansfield. My guess is that there were lots of things being done that were not as evident to us as the things I listed above. I was so impressed with the quality of service and the thoughtful approach being applied by our town staff. Any time you have people complaining about taxes, send them to me! Thanks so very much.

Ruth Ettenberg Freeman, LCSW
Positive Parenting for peace at home and success in school
Home Office: 860 429-4477
Mobile Phone: 860 933-1371
Email: PositiveParent@earthlink.net
www.FreemanTherapy.com

PAGE
BREAK

October 14, 2011
15 Russett Lane
Storrs, CT 06268

Matthew Hart, Town Mgr.
Audrey Beck Building
4 S Eagleville Rd.
Mansfield, CT 06268

Dear Mr Matthews:

I wish to thank you for the use of your good offices to facilitate the remedy to our driveway problem given in my letter to you of June 10, 2011.

The Public Works crew did an excellent job of providing a permanent asphalt berm across the top of our driveway properly diverting road run-off down the road. Providently, the work was completed on the Friday before hurricane Irene so that the heavy rain associated with Irene went down the road. .

Thank you again for your assistance in this matter and thanks to the Public Works crew that did the work. We are well satisfied with the result.

Sincerely,



A. J. Robert Guttay

PAGE
BREAK

TOWN OF MANSFIELD
DEPARTMENT OF PLANNING AND DEVELOPMENT

Item #12

LINDA M. PAINTER, AICP, DIRECTOR

Memo to: Property-owners with street frontage on Depot Road
From: Linda M. Painter, AICP, Director of Planning and Development *LMP*
Date: Wednesday, October 19, 2011
Subject: Route 44 Closure

Please be advised that the Connecticut DOT has notified the Town of Mansfield that next Tuesday & Wednesday (10/25 & 10/26) the railroad will be making repairs to its Route 44 crossing. Route 44 will be closed from approximately 6:00 AM – 5:00 PM on both days. Traffic will be detoured down Route 32 to Route 31, which is some distance from Route 44. Consequently, we expect to see increased traffic along other roads, particularly Depot Road, on these days.

Additional information is available by contacting the Bolton D.O.T. garage at 860-645-3473.

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

subject: Press Release
Railroad Structure Repair
Rte. 44 Mansfield

m e m o r a n d u m

date: October 18, 2011

to: Mr. Judd Everhart
Director of Communications
Office of Communications
Attn: Stephanie R. Smith

from: Trans. Maintenance Administrator
Bureau of Highway Operations

- **TYPE OF PROJECT:** Railroad Structure Repair
- **WHERE:** Rte 44 Mansfield
- **WHEN:** Tuesday, October 25, 2011
Wednesday, October 26, 2011
- **DISTANCE:** 3/4 mile
- **LOG MILE:** 73.25 to 74.02
- **TERMINI:** Brigham Tavern Rd. to Rte. 32
- **TIME:** 6:00 a.m. to 5:00 p.m.
- **COST OF PROJECT:** N/A
- **SPECIAL CIRCUMSTANCES:** Route 44 traffic will be detoured along Route 32 and Route 31. The detour will be implemented via variable message signs and fixed message signs. Variable message boards will also be utilized to pre-warn motorists of the impending road closure and detour. The structure repairs and traffic control are being done by the New England Central Railroad. The Towns Legal Traffic Authority (LTA) have been informed of the detour and have no objection. The LTA were also asked to inform their local emergency personnel.

Beth L. Lane/rs

cc: Michael Lonergan - Charles A. Drda - Alan White - John Haggerty
 Richard Reagan - Americo D'Appollonio
 Paul Rizzo
 Douglas Harris - Jim Bedard - Bill Morrison
 Sherri L. Ruiz-Clark - Jeffrey A. Anderson - Beth Lane *[Signature]*
 Kevin Campbell
 James F. Ritter - Steven Sartirana
 Ravi Chandran



Mansfield Downtown Partnership
Helping to Build Mansfield's Future



Item #13

October 3, 2011

Matthew Hart
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Dear Matt:

On behalf of the Mansfield Downtown Partnership, we would like to thank you for your assistance in preparing for the Eighth Annual *Festival on the Green*. Your support made our event both possible and successful.

At this year's *Festival on the Green*, area residents enjoyed a wide variety of activities, delicious food from Mansfield restaurants, and great performances by Kidsville Kuckoo Revue, local performers, and our headliner, Slavic Soul Party! Your support gave us the ability to produce a day for area residents to "Celebrate Mansfield."

As we look ahead to our ninth year of hosting this community event, we ask you to please read and respond to the enclosed questionnaire. Please return the questionnaire in the enclosed envelope to the Partnership office by **Friday, October 14, 2011**. Your input helps us plan future activities and is greatly appreciated.

Thank you once again for your assistance. We look forward to working with you on future events in Mansfield!

Sincerely,


Cynthia van Zelm
Executive Director


Kathleen M. Paterson
Special Projects Coordinator

Enclosures

Thank you Matt!

PAGE
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You are invited!



Connecticut
Light & Power

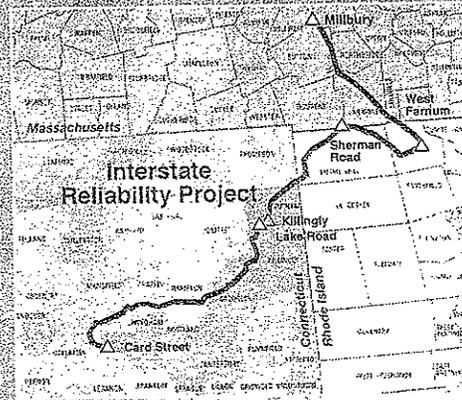
A Northeast Utilities Company

NEWS

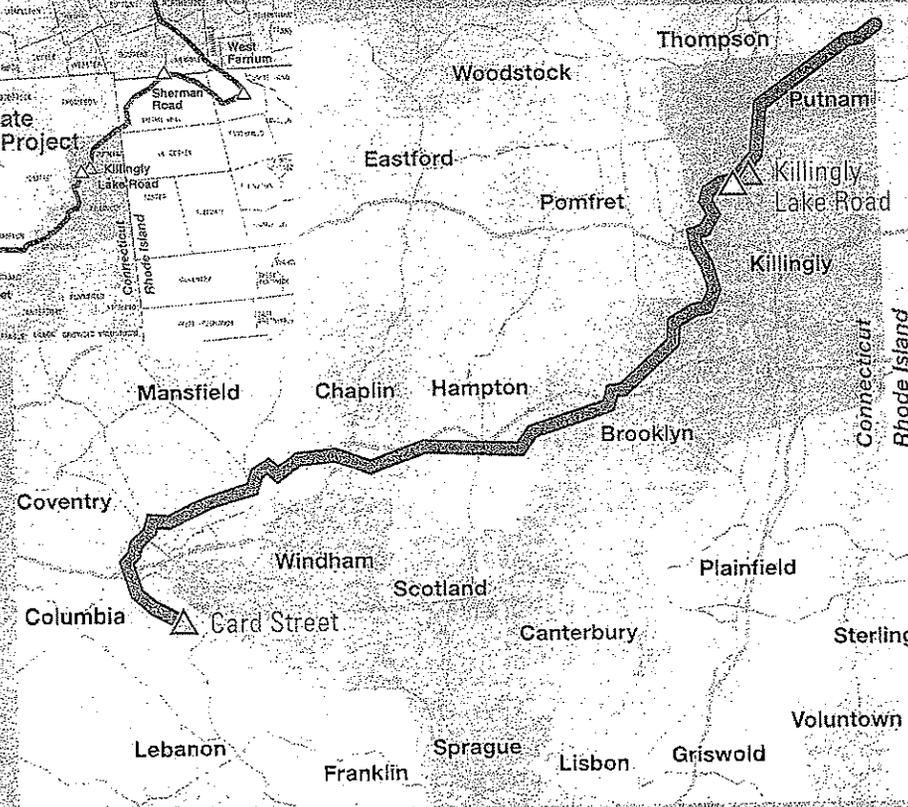
Interstate
Reliability Project

-311-

Learn about a proposed
transmission upgrade
in your area.



Proposed Route



Proposed 345-kV Line Route Switching Station Substation

You are invited to join us as we share information about a proposed transmission system upgrade, the Interstate Reliability Project, at an Open House for local residents. This Project is part of the New England East-West Solution (NEEWS), a group of transmission projects designed to strengthen the reliability of the power grid in southern New England.

You'll learn what this Project will mean for eastern Connecticut – including your town – as it helps keep the electric system ready and able to serve you.

Please come to an Open House, where members of the CL&P Project Team will be available to provide information and answer your questions.

1
3
2
Q
1
COMPLETE
Tuesday, August 23, 2011
6:00 p.m. – 8:00 p.m.
Community College
742 Upper Maple Street
Danielson, CT 06239

New Date:
Thursday, November 3, 2011
6:00 p.m. – 8:00 p.m.
Mansfield Community Center
10 South Eagleville Road
Mansfield, CT 06268

Questions? Call 1.866.99.NEEWS (63397)
www.NEEWSprojects.com

The Public Open House previously scheduled for September 14, 2011, has been rescheduled to November 3, 2011.



**Connecticut
Light & Power**

A Northeast Utilities Company

This postcard is paid for by CL&P customers.

♻️ CD10111.5M

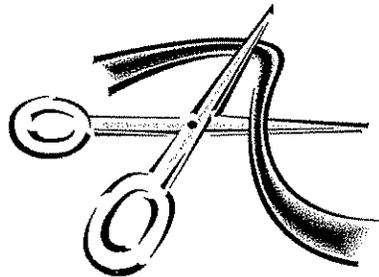
Connecticut Light & Power
P.O. Box 270
Hartford, CT 06141-0270

E.O. SMITH HIGH SCHOOL
1235 STORRS ROAD
STORRS, CT

Item #15

COME HELP US CELEBRATE THE
COMPLETION OF RENOVATIONS TO OUR
ATHLETIC FACILITIES

RIBBON CUTTING CEREMONY



FRIDAY, OCTOBER 28, 2011
2:30 P.M.

BEFORE GIRLS' SOCCER GAME
SMITH VS. BLOOMFIELD
(FIELD LOCATED BEHIND EOS)

PARKING IN SOUTH PARKING LOT
(BY TENNIS COURTS)

PLEASE RSVP: 860-487-1862

PAGE
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TOWN OF MANSFIELD

Item #16

Explanatory Text November 8, 2011 Referendum

Resolutions adopted by the Mansfield Town Council at its meeting held August 22, 2011 shall be submitted to referendum vote of electors of the Town and persons qualified to vote in town meetings who are not electors, to be held on Tuesday, November 8, 2011 between the hours of 6:00 a.m. and 8:00 p.m. in conjunction with the election to be held on that date, in the manner provided by the Mansfield Town Charter and Code of Ordinances, and the Connecticut General Statutes. The full texts of the resolutions as approved by the Town Council are on file and available for public inspection in the office of the Town Clerk, Audrey P. Beck Building, 4 South Eagleville Road in Storrs, during normal business hours and are available on the Town's website, www.mansfieldct.gov

Electors shall vote on the questions at their respective polling places. Voters who are not electors shall vote on the questions at the following polling place: Registrars of Voters Office, Audrey P. Beck Building, 4 South Eagleville Road in Storrs. Application for an absentee ballot should be made to the Town Clerk's office.

Question 1

"SHALL THE TOWN OF MANSFIELD APPROPRIATE \$400,000 FOR REDESIGN AND CONSTRUCTION OF A WALKWAY ON SOUTH EAGLEVILLE ROAD, AND AUTHORIZE THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO DEFRAY SAID APPROPRIATION?"

If approved at referendum, the resolution to be presented under the ballot heading above will appropriate \$400,000 and authorize the issue of bonds and notes to defray the appropriation, for costs related to the redesign and construction of a walkway on South Eagleville Road between Sycamore Drive and Maple Road, eliminating the mid-block pedestrian crossing on South Eagleville Road. The appropriation may be spent for design, survey and engineering fees, construction, acquisition, installation, material and equipment costs related to such improvements, legal fees, net temporary interest and other financing costs, and other expenses related to the project.

Question 2

"SHALL THE TOWN OF MANSFIELD INCREASE BY \$350,000 THE APPROPRIATION FOR THE DESIGN OF PORTIONS OF THE FOUR CORNERS AREA WATER AND SEWER SYSTEMS, AND AUTHORIZE THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO DEFRAY SAID APPROPRIATION?"

If approved at referendum, the resolution to be presented under the ballot heading above will increase the prior appropriation and bond, note and other obligation authorization of \$330,000 approved at Special Town Meeting and by the Town Council June 28, 2010, for an aggregate appropriation and borrowing authorization of \$680,000 for costs related to the study, design and permitting of the sewer and water systems for the Four Corners area. The appropriation may be spent for design, survey, engineering and permitting fees, and other consultant fees related to such improvements, legal fees, net temporary interest and other financing costs, and other expenses related to the project and its financing.

Prepared by Mary L. Stanton, Mansfield Town Clerk, in accordance with C.G.S. § 9-369b

Registrar of Voters 860-429-3368

Town Manager's Office 860-429-3336, ext. 5

www.mansfieldct.gov

TOWN ELECTIONS—NOVEMBER 8, 2011
6:00 A.M.—8:00 P.M.

www.mansfieldct.gov

Absentee ballots available at the Town Clerk's Office.

PRSTD STD
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NORWICH, CT
PERMIT #55

Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Voting District Locations
November 8, 2011

District 1—Mansfield Community Center
10 S. Eagleville Road

District 2—Fire Station 107
Stafford Road (Route 32)

District 3—Buchanan Auditorium
Mansfield Public Library
54 Warrenville Road (Route 89)



PROCEDURES FOR ADOPTION OF CCM's 2012 STATE LEGISLATIVE PROGRAM

CCM's state legislative proposals should include the most important legislative issues of concern to towns and cities. Each of the proposals should be of statewide importance, rather than of unique concern to one or a few communities. The number of priorities should be few, and be carefully selected. Before an item is included, please consider whether a legislative solution is the best answer to a particular problem.

Legislative Committee Membership, Voting and Participation

Each CCM-member municipality is entitled to be represented on the Legislative Committee. Generally the representative is the mayor, first selectman, council chairperson, or city/town manager.

Each municipality may also designate an alternate representative or representatives to the Legislative Committee. The designation shall be in writing. The alternate representative(s) shall be a policy-level official of the municipality.

Each CCM-member municipality is entitled to one vote, unless a weighted vote is called for pursuant to the CCM bylaws. Only bona fide members of the Legislative Committee or their designated alternate representative(s) are entitled to vote.

Any official of a CCM-member municipality may participate in discussions at meetings of the Legislative Committee.

I. Legislative Committee Meeting of October 18 (Crowne Plaza, Cromwell)

Aim of meeting:

- ✓ Review and adopt CCM procedures as recommended by Board of Directors
- ✓ Discussion with key state policy leaders
- ✓ Preliminary discussion of CCM priorities for 2012
- ✓ Action on recommendations by CCM issue-area committees, task forces
- ✓ Discussion of CCM and municipal approach to advocacy in 2012

Agenda-in-Brief

1. Discussion with state policy leaders (to be invited)
- * 2. Review and adopt CCM Procedures
- * 3. Action on recommendations of *CCM issue-area committees***
 - a. Committee on Labor Relations
 - b. Committee on Public Safety, Homeland Security & Code Enforcement
 - c. Committee on Public Health & Human Services
 - d. Committee on Transportation & Infrastructure
 - e. Committee on Land Use, Housing and Community Development
4. Discussion of legislative suggestions from member municipalities, if any
- * 5. Preliminary Discussion of CCM priorities for 2012, and CCM and municipal approach to advocacy in 2012
6. Other business

Process for meeting

Committee reports: Each committee's chairman will present its report, which will include recommendations concerning legislative proposals (a) for CCM support, (b) for CCM support as opportunities arise, (c) to not be included, (d) to be opposed by CCM, and (e) for further research or discussion.

A motion will be entertained to adopt the committee report. Recommendations may be deleted, added or modified by amendment of the main motion. A vote will be taken on each proposed amendment, and then on the report as amended.

Additional proposals: Matters not previously referred to committees may be referred to appropriate committees by motion and vote.

II. **Legislative Committee Meeting of November 17, (Four Points Sheraton, Meriden)**

Aim of meeting:

- ✓ Discussion with key state policy makers
- ✓ Discuss *preliminary statement of CCM priorities* for 2012
- ✓ Action on recommendations by CCM issue-area committees, task forces
- ✓ Action on additional legislative suggestions from member municipalities, if any
- ✓ Begin discussion on state aid proposals and legislative priorities

Agenda-in-Brief

1. Discussion with state policy leaders (to be invited)
- * 2. Review *preliminary statement of CCM priorities* for 2012
- * 3. Action on recommendations of *CCM issue-area committees***
 - a. Committee on Education
 - b. Committee on Taxes & Finance
 - c. Committee on Environmental Management & Energy
 - d. Committee on Municipal Law, Liability & Insurance
 - e. Task Force on Children, Youth & Families
4. Additional legislative suggestions from member municipalities, if any
5. Uncompleted business from October Meeting, if any
6. Other business

* Material to be sent to Legislative Committee prior to meeting.

** Recommendations on state aid proposals and final action on the statement of priorities will be considered at the December 20 meeting of the Legislative Committee.

Process for meeting

Committee reports: Each committee's chairman will present its report, which will include recommendations concerning legislative proposals (a) for CCM support, (b) for CCM support as opportunities arise, (c) to not be included, (d) to be opposed by CCM, and (e) for further research or discussion.

A motion will be entertained to adopt the committee report. Recommendations may be deleted, added or modified by amendment of the main motion. A vote will be taken on each proposed amendment, and then on the report as amended.

Additional proposals: Matters not previously referred to committees may be referred to appropriate committees by motion and vote.

III. Legislative Committee Meeting of December 20 (Four Points Sheraton, Meriden)

Aim of meeting:

- ✓ Discussion with key state policy leaders (to be invited)
- ✓ Uncompleted business from November meeting, if any
- ✓ Action on recommendations by CCM issue-area committees and Task Forces, if any
- ✓ Action on additional legislative suggestions from member municipalities, if any
- ✓ *Final action on state aid proposals and legislative program***
- ✓ *Adoption of CCM Legislative Priorities for 2012*

Agenda-in-Brief

1. Discussion with key state policy leaders (to be invited)
- * 2. Uncompleted business from November Meeting, if any
- * 3. Action on any outstanding recommendations of CCM issue-area committees and task forces
4. Additional legislative suggestions from member municipalities, if any
- * 5. Discussion and adoption of state aid proposals
- * 6. Final action on CCM Legislative program for 2012#
- * 7. Final action to adopt statement of legislative priorities for 2012
8. Other business

Process for meeting

Committee reports: Each committee's chairman will present its report, which will include recommendations concerning legislative proposals (a) for CCM support, (b) for CCM support as opportunities arise, (c) to not be included, (d) to be opposed by CCM, and (e) for further research or discussion.

A motion will be entertained to adopt the committee report. Recommendations may be deleted, added or modified by amendment of the main motion. A vote will be taken on each proposed amendment, and then on the report as amended.

* Material to be sent to Legislative Committee prior to meeting.

Note: the 2012 General Assembly session will begin on February 8.

Board recommendations: The report and recommendations of the Board of Directors regarding proposals for increased or new state aid to towns and cities will be treated in the same manner as a committee report.

A motion will be entertained to adopt the Board's recommendations. Recommendations may be deleted, added or modified by amendment of the main motion. A vote will be taken on each proposed amendment, and then on the report as amended.

Priority items: CCM's Board of Directors will recommend final designation of the statement of priorities based on the statement adopted in October.

A motion will be entertained to give final approval to the statement of priorities. Items may be deleted from or added by amendment of the main motion. A vote will be taken on each proposed amendment and then on the proposed final statement of priorities as amended.

Additional Legislative Committee Meetings Scheduled*

Date

January 12, 2012 (Thursday)	-	Four Points Sheraton, Meriden
February 9, 2012 (Thursday)	-	Four Points Sheraton, Meriden
March 6, 2012 (Tuesday)	-	Crowne Plaza, Cromwell
April 12, 2012 (Thursday)	-	Four Points Sheraton, Meriden
@ May 15, 2012 (Tuesday)	-	Four Points Sheraton, Meriden
June 7, 2012 (Thursday)	-	Crowne Plaza, Cromwell

Registration for all meetings begins at 8:30 a.m., with the program starting at 9:00 a.m. They are scheduled to finish no later than 11:30 a.m.

Attachments (2):

Process and Schedule for Developing CCM's 2012 State Legislative Program

Description Of The CCM Legislative Committee And The Committees That Report To It

* Material to be sent to Legislative Committee prior to meeting.

@ Note: this is the first meeting after end of 2012 legislative session.



PROCESS AND SCHEDULE FOR DEVELOPING CCM'S 2012 STATE LEGISLATIVE PROGRAM

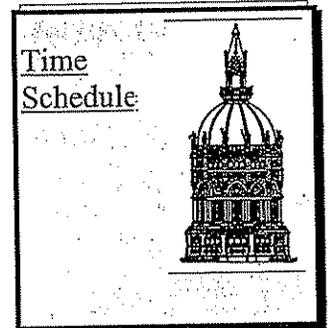
1. Each CCM-member municipality has an opportunity to designate in writing a person as the municipality's voting representative to the CCM Legislative Committee. Generally, this representative is the mayor, first selectman, council chairperson, or city/town manager. Each member municipality may also designate in writing an alternate representative or representatives to the Legislative Committee. The alternate representative(s) shall be policy level officials of the municipality.
2. Questionnaire is sent to CCM members soliciting legislative suggestions.
3. Suggestions received from CCM members are presented for consideration to the relevant CCM committees (e.g. Committee on Labor Relations, Committee on Land Use, Housing and Community Development, etc.).
4. The CCM Board functions as a legislative committee for (1) all funding proposals, (2) proposals not falling within the purview of a standing committee, and (3) proposals received too late for other subcommittee action.
5. Each committee evaluates suggestions referred to it, adds their own suggestions as appropriate, and recommends whether or not they should be included in CCM's state legislative program.
6. The committees' recommendations are presented to the CCM Legislative Committee. The Legislative Committee considers and votes on the committees' recommendations and on other suggestions as may be introduced.
7. The Legislative Committee finalizes actions on CCM's annual state legislative program by formally adopting priority proposals, and by endorsing other (non-priority) proposals for submission to the General Assembly.

Each CCM-member municipality is entitled to one vote, unless a weighted vote is called for pursuant to the CCM bylaws. Only bona fide members of the Legislative Committee or their designated alternate representative(s) are entitled to vote.

Any official of a CCM-member municipality may participate in discussions at meetings of the Legislative Committee.

8. The CCM Legislative Committee meets at least monthly during the legislative session to further review initiatives – those from CCM's program as well as other bills of importance to municipalities – and to formulate positions. The legislative subcommittees meet during the legislative session as necessary.
9. The program is revised as necessary during the course of the legislative session.

(Note: The 2012 General Assembly will convene on February 8 and is scheduled to adjourn on May 9.)



August -
September

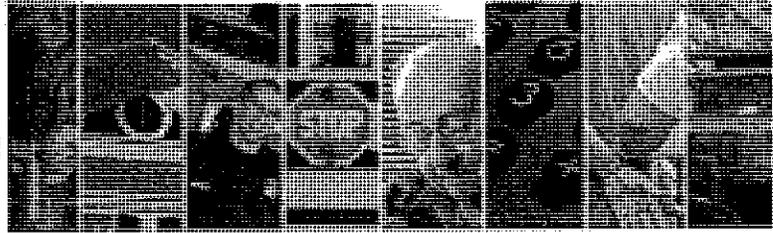
September -
November

October -
December

February -
May



45 Years of Service
THE VOICE OF LOCAL GOVERNMENT



DESCRIPTION OF THE CCM LEGISLATIVE COMMITTEE and the POLICY COMMITTEES AND TASK FORCES THAT REPORT TO IT

CCM's Legislative Committee, Policy Committees, and Task Forces are critical to the development of CCM's annual state legislative program. The chairman and vice-chairman of each issue-area committee is a mayor, first selectman, council chairperson, or town/city manager, and is appointed by the CCM Board of Directors.

Every CCM member municipality has the ability to appoint a member to each committee. Committee members are municipal officials (elected, appointed, or employed) with expertise in the issue area of the particular committee.

Following is a description of CCM's Legislative Committee and the various committees of cognizance that make recommendations to it.

CCM LEGISLATIVE COMMITTEE

Develops CCM's annual legislative program and CCM's policies on state legislative and executive branch proposals. The Committee acts upon recommendations from the CCM Board and other policy committees and task forces, and reviews and acts upon legislation submitted to it from the floor.

Each CCM-member municipality is entitled to be represented on the Legislative Committee by their chief elected/executive officer, or his/her designee. *Designation must be in writing and alternate representative(s) shall be a policy-level official of the municipality.*

Each CCM-member municipality is entitled to one vote, unless a weighted vote is called for pursuant to the CCM bylaws. Only bona fide members of the Legislative Committee or their designated alternate representative(s) are entitled to vote.

Any official of a CCM-member municipality may participate in discussions at meetings of the Legislative Committee.

CCM POLICY COMMITTEES AND TASK FORCES

CCM's Policy Committees and Task Forces are a critical part of CCM's public policy development process.

These committees are the first to vet proposals from members about legislative issues of statewide importance to towns and cities for inclusion in CCM's annual State Legislative Program. They are relied upon throughout the year to help CCM staff respond to legislative and regulatory proposals.

Each municipality may appoint one individual to each Policy Committee. *Appointments must be in writing.* CCM strongly encourages you to ensure that your municipality is represented on these committees.

COMMITTEE ON EDUCATION

Helps develop CCM policies concerning K-12 and higher education issues (*e.g., school construction, school readiness, high school reform, special education, achievement gap*).

Members may include: municipal chief executives, selectmen, councilmembers, school superintendents, and other municipal officials concerned with education-related issues.

COMMITTEE ON ENVIRONMENTAL MANAGEMENT & ENERGY

Helps develop CCM policies concerning environmental management and energy-related matters (*e.g., brownfields, pole attachments, animal and pest control, air and water pollution, and the siting of energy facilities*).

Members may include: municipal chief executives, selectmen, councilmembers, and other municipal officials concerned with environmental and energy policy.

COMMITTEE ON LABOR RELATIONS

Helps develop CCM policies concerning municipal personnel and labor relations issues (*e.g., collective bargaining, prevailing wage, contract negotiations, workers' compensation law*).

Members may include: municipal chief executives, selectmen, and councilmembers, personnel directors, attorneys, labor negotiators, or other municipal personnel concerned with labor relations.

COMMITTEE ON LAND USE, HOUSING AND COMMUNITY DEVELOPMENT

Helps develop CCM policies concerning zoning, land use, community development, and housing (*e.g., "smart growth", State Plan of Conservation & Development, affordable housing*).

Members may include: municipal chief executives, selectmen, councilmembers, town planners, directors of community development or economic development, zoning officials, and other municipal officials concerned with community development, economic development and housing.

COMMITTEE ON MUNICIPAL LAW, LIABILITY AND INSURANCE

Helps develop CCM policies concerning municipal law, municipal powers, legal issues, state mandates, liability and insurance, and risk management (*e.g., elections, probate courts, risk/loss exposure, municipal liability*).

Members may include: municipal chief executives, selectmen, councilmembers, town attorneys, risk managers, and other municipal officials concerned with municipal law, liability and insurance.

COMMITTEE ON PUBLIC HEALTH AND HUMAN SERVICES

Helps develop CM policies concerning social services, health issues, and substance abuse (*e.g., Sustinet, local health districts, pandemics*).

Members may include: municipal chief executives, selectmen, councilmembers, directors of human and social services, health directors and others directly involved in the delivery of human or social services.

COMMITTEE ON PUBLIC SAFETY, HOMELAND SECURITY AND CODE ENFORCEMENT

Helps develop CCM policies concerning public safety and security (*e.g., police and fire issues, E911, natural and man-made disasters, crime prevention and control, building code regulations*).

Members may include: municipal chief executives, selectmen, councilmembers, police chiefs, fire chiefs, emergency management directors, building inspectors, and other municipal officials concerned with public safety.

COMMITTEE ON TAXES AND FINANCE

Helps develop and establish CCM policies concerning state and local taxes and municipal finance (*e.g., property assessment, tax collection, revaluation, PILOT funding, STEAP grants*).

Members may include: municipal chief executives, selectmen, councilmembers, finance directors, assessors, tax collectors, and other officials directly concerned with state and local tax and finance issues.

COMMITTEE ON TRANSPORTATION AND INFRASTRUCTURE *

CCM's newly created committee will help develop CCM policies concerning overall transportation infrastructure needs (*e.g., planning, funding, streets, roads, bridges, and highways*).

Members still being solicited, but may include: municipal chief executives, selectmen, councilmembers, finance directors, public works directors, and others concerned with transportation infrastructure.

* Proposed new committee. Must be approved by the CCM Board of Directors.

TASK FORCE ON CHILDREN, YOUTH & FAMILIES

Examines strategies to ensure children enter into school ready to learn, engage disconnected youth, improve before- and after-school programs, address childhood obesity, and prevent bullying. The Task Force partners with the Connecticut Commission on Children and other state agencies, the Connecticut Youth Services Association, and nonprofits like Connecticut Voices for Children, to gain expertise, share ideas and solutions, and heighten focus on issues.

Members may include: municipal chief executives, selectmen, councilmembers, youth services directors, and others with knowledge/experience in this area.

TASK FORCE ON MUNICIPAL HEALTH CARE COSTS

Studies the issue of municipal health care costs and helps develop CCM positions on the ways state policy can help municipalities with those costs. Analyzes state-legislative proposals and helps determine their impact on municipalities and property taxpayers. Makes recommendations to CCM Board of Directors and Legislative Committee concerning CCM's position on municipal health care costs.

Members may include: municipal chief executives, selectmen, councilmembers, finance directors, risk managers, and others with knowledge/experience in this area.

TASK FORCE ON WORKING FARMS

Helps develop and establish CCM policies to ensure that farming remains an important part of Connecticut's economy and social fabric. Advocates for state, federal and private programs to support maintaining and expanding working farms in Connecticut. Gathers and disseminates information on innovative programs to preserve farming as an occupation and business. Acts as a forum for discussing the unique problems faced by Connecticut farmers and developing solutions to those problems. Works in coalition with other interested groups to support farming.

Members may include: municipal chief executives, selectmen, councilmembers, town/city planners and other officials concerned with farming and agricultural issues.

If you have any questions concerning these committees or any other state-local issues,
please call Jim Finley, Executive Director and CEO,
or Ron Thomas, Director of Public Policy & Advocacy, at (203) 498-3000.



Item

October 11, 2011

TO: CCM Legislative Committee

FROM: Ron Thomas

RE: Recommended for CCM Committee Chairs and Vice-Chairs – 2011/2012

Following are Board-approved appointments and reappointments as chairs and vice chairs of the various Policy Committees of the CCM Legislative Committee. *Italics indicate new appointments and/or new or reconfigured committees.*

<u>Policy Committee</u>	<u>Chair</u>	<u>Vice-Chair</u>
Education	Cindy Mangini Councilmember Enfield	Catherine Osten First Selectman Sprague
<i>Environmental & Energy</i>	Paul Formica First Selectman East Lyme	Laura Francis First Selectman Durham
Labor Relations	Steve Werbner Town Manager Tolland	John Weichsel Town Manager East Hampton
Land Use, Housing & Community Development	Mark Walter* First Selectman East Haddam	<i>Robert E. Lee Town Manager Plainville</i>
Municipal Law, Liability & Insurance	Louie Chapman Town Manager Bloomfield	Sebastian Giuliano Mayor Middletown
Public Health & Human Services	Ryan Bingham* Mayor Torrington	<i>Lisa Pellegrini First Selectman Somers</i>
Public Safety, Crime Prevention & Code Enforcement	Susan Bransfield First Selectman Portland	Richard Matters First Selectman Franklin

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Taxes & Finance	Michael Milone Town Manager Cheshire	Scott Shanley General Manager Manchester
Transportation and Infrastructure**	<i>Richard Moccia#</i> <i>Mayor</i> <i>Norwalk</i>	<i>Matt Knickerbocker</i> <i>First Selectman</i> <i>Bethel</i>
Children, Youth and Families, Task Force on	Michael Rohde* Mayor Meriden	<i>Gayle Weinstein</i> <i>First Selectman</i> <i>Weston</i>
Municipal Health Care Costs, Task Force on	Matt Hart Town Manager Mansfield	Richard Johnson Town Manager Glastonbury
Working Farms, Task Force on	Jim Zeoli First Selectman Orange	Joyce Okonuk First Selectman Lebanon

-
- * Denotes change from vice chair to chair, due to chair vacancy.
 - ** Proposed new committee.
 - # Previously chair of Land Use, Housing and Community Development



September 29, 2011

TO: CCM Legislative Committee

FROM: Ryan Bingham, Mayor of Torrington, Chair
Lisa Pellegrini, First Selectman of Somers, Vice-Chair

RE: **Recommendations for CCM's 2012 State Legislative Program: Policy Committee on Public Health & Human Services**

Below are the recommendations of the Policy Committee on Public Health & Human Services for inclusion in *CCM's 2012 State Legislative Program*.

LEGISLATIVE PROPOSALS RECOMMENDED FOR INCLUSION

1. Establish a **Council within the Department of Public Health** (similar to the Council within the Department of Emergency Management and Homeland Security, created by CGS 28-1b) to ensure **local government public health representation** at the state level.

Such a Council could make recommendations about state policy on such things as:

- (a) Application and distribution of federal or state funds for public health;
- (b) Planning implementation and coordination of state-wide public health systems;
- (c) Assessing the state's overall public health preparedness, policies and communications;
- (d) Strategies to improve public health policies and promote healthy lifestyles; and
- (e) Strengthening planning, cooperation and communication among federal, state and local governments.

##

If you have any questions, please contact Mike Muszynski, Legislative Analyst at mmuszynski@ccm-ct.org, or (203) 498-3000.



October 4, 2011

TO: CCM Legislative Committee

FROM: Steve Werbner, Town Manager of Tolland, Chair
John Weichsel, Town Manager of East Hampton, Vice Chair

RE: **Recommendations for CCM's 2012 State Legislative Program: Policy Committee on Municipal Labor Relations**

Below are the recommendations of the Policy Committee on Municipal Labor Relations for inclusion in *CCM's 2012 State Legislative Program*. The recommendations are divided into (i) legislative proposals recommended for inclusion, and (ii) legislative proposals recommended for support as opportunities arise.

LEGISLATIVE PROPOSALS RECOMMENDED FOR INCLUSION

1. Amend CGS 31-53(g) to:

- (a) **Exempt municipal school construction projects from the State's mandated prevailing wage rate law.** This modest adjustment could offset reductions in state aid for school construction projects and therefore, enable such projects to continue, and
- (b) **Adjust the thresholds for (i) renovation construction projects, from \$100,000 to \$400,000; and (ii) new construction projects, from \$400,000 to \$1 million.**

Both thresholds would be indexed for inflation thereafter. State prevailing wage rate law has not been amended since 1991.

2. **Modify state-mandated compulsory binding arbitration laws to:**

- (a) Amend Section 7-473c within the Municipal Employee Relations Act (MERA) – to **impose deadlines for interest arbitration which would require that the negotiation process and binding arbitration be completed no later than one year from the date binding arbitration is imposed by the State.**
- (b) Amend Conn. Gen. Stat. § 31-98(a) to **require that a grievance arbitration award be issued not more than 60 days following the date post-hearing briefs are filed therefore, establish mandatory time limits to issue grievance arbitration awards in cases before the State Board of Mediation and Arbitration.**
- (c) **Exempt municipal seasonal employees – either employed by the town or board of education – from eligibility for unemployment compensation.**

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LEGISLATIVE PROPOSAL RECOMMENDED FOR SUPPORT AS OPPORTUNITIES ARISE

1. **Increase the statutorily set employee contributions to the Municipal Employee Retirement System (MERS) by 1% annually over the next three years – to a total employee contribution to MERS of 5.25%. Current employee contributions (which have never been adjusted) are 2.25%, while municipal contributions (adjusted annually) are currently 9.5% (13.75% for public safety employees).**

##

If you have any questions, please contact Robert Labanara, Senior Legislative Associate at rlabanara@ccm-ct.org, or (203) 498-3000.



October 4, 2011

TO: CCM Legislative Committee

FROM: Susan Bransfield, First Selectman of Portland, Chair
Richard Matters, First Selectman of Franklin, Vice Chair

RE: **Recommendations for CCM's 2012 State Legislative Program: Policy Committee on Public Safety, Homeland Security & Code Enforcement**

Below are the recommendations of the Policy Committee on Public Safety, Homeland Security & Code Enforcement for inclusion in *CCM's 2012 State Legislative Program*. The recommendations are divided into (i) legislative proposals recommended for inclusion and, (ii) legislative proposals recommended for support as opportunities arise.

LEGISLATIVE PROPOSALS RECOMMENDED FOR INCLUSION

1. **Increase the Emergency 9-1-1 (E-911) surcharge, from .50 cents to .75 cents**, to support the maintenance, development, and administration of the E-911 system, as well as to provide incentives to regionalize and consolidate local resources.
2. **Clarify Section 51-56a(c)** to ensure that funds allocated to the Police Officer Standards & Training (POST) council specifically cover costs for tuition and training of municipal police officers.
3. Support the Connecticut Police Chiefs Association's proposed agenda to:
 - (a) *Eliminate the duplication of state-mandated training requirements and maximize limited local fund by:*
 - i. Amending state statutes [CGS 28-25b and CGS 28-30] to relieve POST-certified police officers who are already trained to a minimum Medical Response Technician (MRT) from the mandated training requirements of a "telecommunicator". The requirement that all POST-certified police officers must also attain and maintain "telecommunicator" status is redundant and costly; and
 - ii. Exempting any PSAP which contracts with an entity, defined in CGS 28-25b(g), to provide "medical interrogation, dispatch prioritization, and pre-arrival instructions" [per CGS 28-25b(g)(2)] from the statutory training and program requirements. It is duplicative and cost-ineffective to provide local dispatchers with EMD training if their PSAPs already contract out EMD service.
 - (b) *Repeal the state mandated threshold [54-36a(b)(1)] that requires local police officials seize and store (as evidence) stolen property valued over \$250.* Repealing this mandate would relieve local departments of significant administrative burdens (i.e., logging, storage, and inventory of such items) – as well as permit rightful owners access to their property.

-over-

- (c) Amend CGS section 14-18(a) to *reinststitute the display of the expiration dates of motor vehicles' registrations on the middle of rear license plates*. The absence of this practice is an impediment to police detection of unregistered vehicles, as well as crimes incidentally discovered due to an "expired registration stop." Reinststituting the display of registration stickers could also boost local tax collection and revenue.

LEGISLATIVE PROPOSALS RECOMMENDED FOR SUPPORT AS OPPORTUNITIES ARISE

1. Amend Connecticut statutes regarding municipal fees for copies of criminal history reports, to achieve parity with current State fees for such reports.

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If you have any questions, please contact Robert Labanara, Senior Legislative Associate at rlabanara@ccm-ct.org, or (203) 498-3000.



October 3, 2011

TO: CCM Legislative Committee

FROM: Richard Moccia, Mayor of Norwalk, Chair
Matt Knickerbocker, First Selectman of Bethel, Vice Chair

RE: **Recommendations for CCM's 2012 State Legislative Program: Policy Committee on Transportation and Infrastructure**

Below are the recommendations of the Policy Committee on Transportation and Infrastructure for inclusion in *CCM's 2012 State Legislative Program*.

The report is divided into the following sections (i) legislative proposal recommended for inclusion; (ii) legislative proposal to support as opportunities arise; and (iii) items for further research and/or technical guidance.

LEGISLATIVE PROPOSAL RECOMMENDED FOR INCLUSION

1. Add more reason and clarity to Public Works – utility company processes by:
 - (a) Requiring that **utility companies and/or contractors of utility companies post a maintenance bond for a period of no less than 5 years** with the State, when cutting into and/or across any public highway for utility projects. The purpose of this maintenance bond would be to ensure that funding is available for any repairs needed for at least 5 years after the project is complete.
 - (b) Permitting towns and cities to **assess, at local option, cut fees on utility companies and/or contractors of utility companies when they intend to cut into and/or across any public highway for utility projects.**
 - (c) Requiring that **utility companies and/or contractors of utility companies, who cut into and/or across any public highway at multiple locations on the same public highway, pave the entire area extending past the first and second cut rather than patch each individual cut.** The practice would preserve the integrity of public highways.

LEGISLATIVE PROPOSAL TO SUPPORT AS OPPORTUNITIES ARISE

1. Create a "Share the Road" special interest license plate to fund bike trails and roadside bikeways.

ITEMS FOR FURTHER STAFF RESEARCH AND/OR TECHNICAL GUIDANCE

1. Staff will research other state municipal codes in regards to cut fees assessed on utility work on local and/or state public highways.

##

If you have any questions, please contact Ron Thomas, Director of Public Policy and Advocacy (rthomas@ccm-ct.org), or Donna Hamzy, Legislative Associate (dhamzy@ccm-ct.org), at 203-498-3000.



October 3, 2011

TO: CCM Legislative Committee

FROM: Mark Walter, First Selectman of East Haddam, Chair
Robert Lee, Town Manager of Plainville, Vice Chair

RE: **Recommendations for CCM's 2012 State Legislative Program: Policy Committee on Land Use, Housing and Community Development**

Below are the recommendations of the Policy Committee on Land Use, Housing and Community Development for inclusion in *CCM's 2012 State Legislative Program*.

The report is divided into the following sections (i) legislative proposals recommended for inclusion; (ii) legislative proposal to support as opportunities arise; and (iii) items for further research and/or technical Guidance.

LEGISLATIVE PROPOSALS RECOMMENDED FOR INCLUSION

1. **Allow developers to request that the requirement to install sidewalks by planning & zoning commissions be waived in-lieu-of a contribution to a dedicated sidewalk installation/repair fund.** This would be modeled after legislation that allows for a payment-in-lieu of open space that is currently allowed in many communities.

The "option" would only be available to those communities where there is existing sidewalks along 30% of their roads and where sidewalks are a goal of the municipality's Plan of Conservation & Development. The payment would be "capped" at 50% of the estimated cost to install. The 50% cap would be an incentive for the developer to want to make such a contribution. The municipality would retain the right to require the installation of sidewalks.

2. **Amend state statutes to treat "blight liens" in the same manner as "tax liens".** This would result in the "blight liens" having "first priority" when it comes to the distribution of monies and the paying off of the lien holders on a piece of property when it is transferred.
3. **Amend CGS 8-12a to eliminate the provisions allowing treble damages against a zoning enforcement officer** who issues a citation if the court finds that such citation was issued frivolously or without probable cause.

LEGISLATIVE PROPOSAL TO SUPPORT AS OPPORTUNITIES ARISE

1. **Seek revisions to PA 11-79 (new requirements for subdivisions and site plan bonds) to make the law less onerous, without unnecessarily hindering development.**

-over-

2. Provide greater financial assistance for economic development.
3. Amend the affordable housing laws to expand the type of dwellings that are counted as “affordable,” under CGS 8-30g.

ITEMS FOR FURTHER STAFF RESEARCH and/or TECHNICAL GUIDANCE

1. Staff is advised to write a letter to the Governor, urging him to focus on developing ways to reduce unwarranted red tape and delays associated with state permit processes.

##

If you have any questions, please contact Ron Thomas, Director of Public Policy and Advocacy (rthomas@ccm-ct.org), or Donna Hamzy, Legislative Associate (dhamzy@ccm-ct.org), at 203-498-3000.

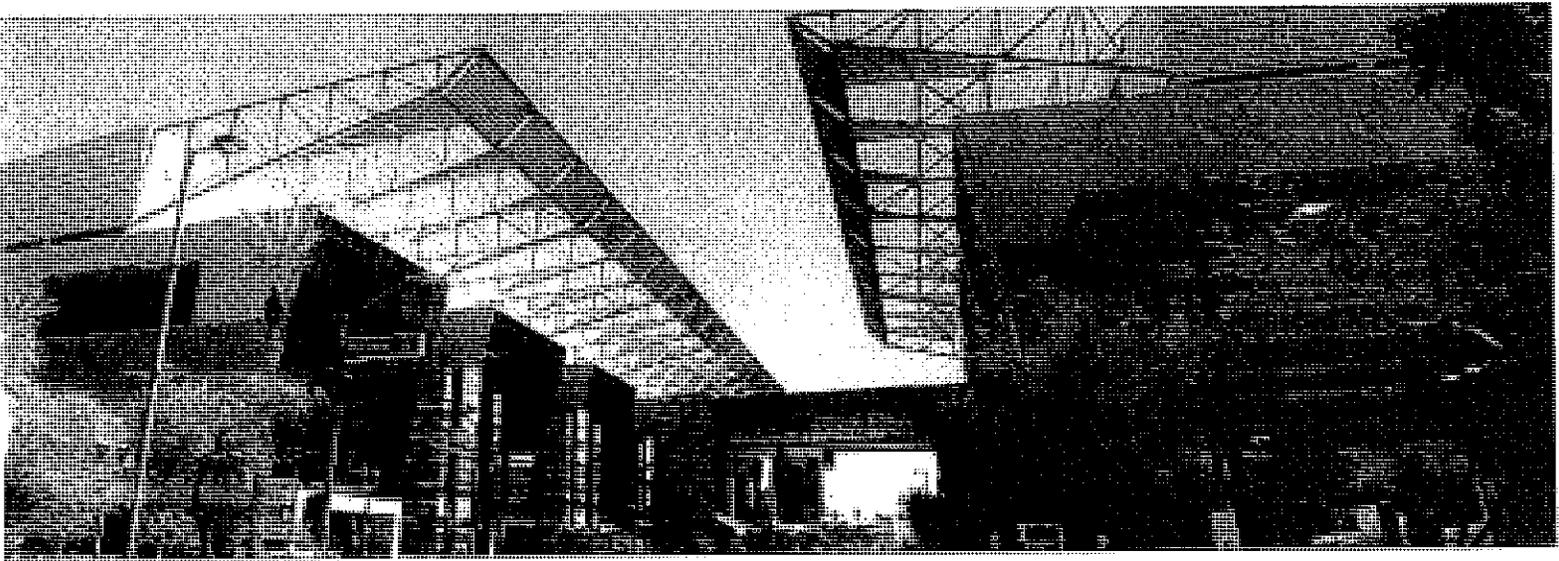
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NLC
PHOENIX
2011

NATIONAL LEAGUE OF CITIES
CONGRESS OF CITIES
AND EXPOSITION

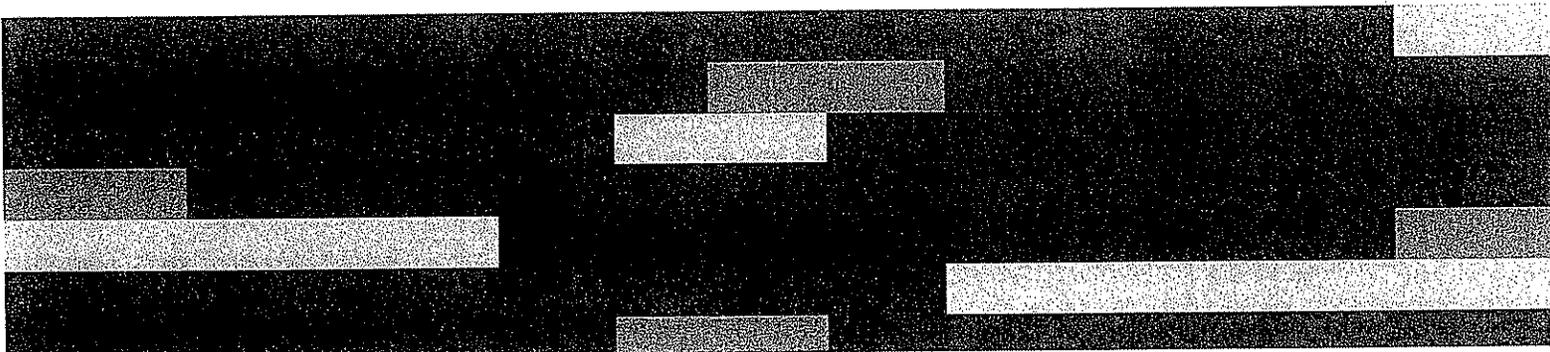
Item #18

Phoenix Convention Center, Phoenix, Arizona – November 9-12, 2011



ATTEND THE 2011 CONGRESS OF CITIES AND EXPOSITION AND
IMMERSE YOURSELF IN REAL-WORLD PROGRAMS AND PROJECTS
FROM CITIES IN ARIZONA AND ACROSS AMERICA

REGISTER NOW AT DISCOUNTED RATES!



2011 CONGRESS OF CITIES TO FEATURE UPDATED SCHEDULE AND FORMAT

NLC will be offering a restructured conference format for the Congress of Cities and Exposition in Phoenix to allow for more in-depth exploration of the most pressing challenges facing cities. Additional educational opportunities will allow local officials to also get a general overview of topics important to cities.

Four concurrent conferences will be held on the topics of Economic Development, Green Cities, Infrastructure, and Your City's Families. Each of these conferences will incorporate keynote speakers, workshops and peer networking sessions, and may also include mobile workshops and leadership training seminars.

Before and after these four concurrent conferences, NLC will offer the additional governance activities, leadership training seminars, mobile workshops, the exhibit hall, state municipal league activities and meetings of NLC committees, councils, panels, and constituency groups.

In each of the concurrent conferences and in the overall conference programming, NLC will explore the impact that immigration has on communities and constructive local action in cities across the country. With Phoenix as the host city for the conference, NLC will have an opportunity to highlight the need for comprehensive immigration reform at the federal level.

NLC PHOENIX 2011 ECONOMIC DEVELOPMENT

The Economic Development conference will give city leaders and staff the chance to focus on strategies to spur sources of growth from inside the community, including entrepreneurship and small businesses development, and sources of growth from outside the community, including trade and foreign direct investment. Conference sessions will feature strategies and promising practices from cities and regions across the country, networking opportunities, and mobile tours.

NLC PHOENIX 2011 GREEN CITIES

The Green Cities conference will explore topics fundamental to building and maintaining strong sustainability programs. This conference will provide city leaders and staff with tools, resources and practical examples to develop a strong foundation for sustainability in their communities, reassess and reinforce existing efforts, and effectively expand initiatives throughout their communities.

NLC PHOENIX 2011 INFRASTRUCTURE

Our cities' infrastructure systems — transportation, water, technology and communications — are the backbone of the regional and national economies. The Infrastructure conference will offer city leaders and staff the roadmap for how collaboration at home, rather than a set of top-down federal government programs, can ensure the long-term vitality and prosperity of our towns, cities and regions while strengthening the nation's competitive position in the world.

NLC PHOENIX 2011 YOUR CITY'S FAMILIES

At the foundation of a prosperous, vibrant city are strong families living in neighborhoods where every child can thrive. As the nation's largest gathering of municipal leaders who are working to improve the lives of children, youth and families in their communities, the biennial National Summit on Your City's Families offers city officials and staff a unique opportunity to learn effective and promising approaches for ensuring that every child has opportunities to learn and grow, a safe neighborhood to call home, a healthy lifestyle and environment and a financially fit family in which to thrive.

The materials and speakers bring me a fresh perspective on issues facing my city. I always find something valuable at the Congress of Cities & Exposition that I can take home to discuss and implement."

Ted Ellis, Mayor, Bluffton, Indiana
1st Vice President, NLC

NLC NATIONAL LEAGUE OF CITIES PHOENIX CONGRESS OF CITIES 2011 AND EXPOSITION

Phoenix Convention Center, Phoenix, Arizona – November 9-12, 2011

COME TO PHOENIX TO:

- **SHARE AND LEARN** from more than 4,000 participants including 2,000 elected and appointed officials and city staff;
- **GO IN-DEPTH** on one of four concurrent conference topics —Your City's Families, Green Cities, Economic Development and Infrastructure.
LEARN from dozens of sessions on topics critical to municipalities including workshops, facilitated discussions and mobile workshops;
- **EXPLORE** examples of notable regional collaborations and other model programs from Phoenix and surrounding cities and from the 2011 City Showcase;
- **CHOOSE** from over fourteen Leadership Training Institute Seminars offering in-depth professional development and skills training;
- **CONNECT** with NLC staff, who will be available at the member services booth, at workshops and throughout the conference to answer questions about what is happening across the nation and on Capitol Hill;

- **ROAM THE EXPOSITION HALL** with more than 300 booths offering services and products that support cities.

VISIT NLC ENTERPRISE PROGRAM BOOTHS in the exposition, presenting programs and services that bring solutions and savings to cities.

- **BE A GENERALIST** by sampling from each of the concurrent conferences and sessions on other challenges city leaders face.

RATES

REGISTER ONLINE NOW FOR GREAT SAVINGS!
WWW.NLCCONGRESSOFCITIES.ORG

REGISTRATION RATES: (GOOD THROUGH SEPTEMBER 15)

NLC & Associate Member	\$435
SML Member	\$550
Non-Member	\$625
First-Time Attendee	\$375
Student Rate	\$175
Youth Delegate	\$100
Youth Chaperone	\$100
Spouse/Guest	\$85

HOUSING RATES:

HOTEL	SINGLE/DBL
Sheraton Phoenix Downtown (Headquarters Hotel)	\$210
Hilton Garden Inn Phoenix Midtown	\$119
Holiday Inn & Suites Phoenix North Airport	\$169
Hyatt Regency Phoenix	\$185
Radisson Phoenix City Center	\$129
Springhill Suites Phoenix Downtown	\$159
Wyndham Phoenix	\$185

www.nlccongressofcities.org * www.nlc.org

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NLC NATIONAL LEAGUE OF CITIES
PHOENIX CONGRESS OF CITIES
2011 AND EXPOSITION

Especially during this time, when we are all faced with critical market declines and the new, more stringent funding of our pension funds, we need to get our city officials to attend the Congress of Cities & Exposition to try to determine what the best answers are or the issues we're facing now. The conference engages attendees in rich discussions and provides networking opportunities for its participating partners. I look forward to being a part of the 2011 Congress of Cities & Exposition...Now, more than ever, I think it's important for you to attend."

Marie Lopez Rogers, Mayor, Avondale, Arizona
2nd Vice President, NLC





REGISTRATION & HOUSING FORM

Phoenix Convention Center, Phoenix, Arizona – November 9-12, 2011

PLEASE SELECT YOUR REGISTRATION TYPE:

TYPE OF REGISTRANT	By 7/7/11 Early	By 9/15/11 Advanced	After 9/15/11 Standard	On-site
<input type="checkbox"/> NLC Member City	\$410	\$435	\$540	\$640
<input type="checkbox"/> Associate Member	\$410	\$435	\$540	\$640
<input type="checkbox"/> SML Member City	\$490	\$550	\$660	\$760
<input type="checkbox"/> Non-Member City	\$535	\$625	\$790	\$890
<input type="checkbox"/> Student	\$175	\$175	\$175	\$175
<input type="checkbox"/> Spouse/Guest*	\$85	\$85	\$85	\$85
<input type="checkbox"/> Youth Delegate (15-18)**	\$100	\$100	\$100	\$100
<input type="checkbox"/> Youth Chaperone***	\$100	\$100	\$100	\$100
<input type="checkbox"/> Child (14 and under)	Free	Free	Free	Free

PLEASE CHECK IF YOU ARE

- Newly Elected Official
 First-Time Attendee

PLEASE CHOOSE MUNICIPALITY SIZE:

- Under 1,000 – 30,000
 30,001 – 50,000
 50,001 – 199,999
 200,000 – 500,000
 500,001 – 1,000,000
 1,000,000 and Over

Name _____ Gender _____
 Title _____ Age _____
 City/Organization _____
 Mailing Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____ E-mail _____

PLEASE CHECK ALL ADDITIONAL ACTIVITIES THAT YOU WOULD LIKE TO ATTEND. *Charges are in addition to registration fee.*

LEADERSHIP TRAINING SEMINARS

Leadership Training Seminars are only offered to delegates registered for the full conference. Seminar Titles and Descriptions Available Online (www.nlc.org)

WEDNESDAY		THURSDAY	
All Day Seminar	PM Seminars	AM Seminars	Leadership Luncheon
<input type="checkbox"/> L01 \$180	<input type="checkbox"/> L05 \$120	<input type="checkbox"/> L09 \$120	<input type="checkbox"/> L15 \$40
<input type="checkbox"/> AM Seminars L02 \$120	<input type="checkbox"/> L06 \$120	<input type="checkbox"/> L10 \$120	
<input type="checkbox"/> L03 \$120	<input type="checkbox"/> L07 \$120	<input type="checkbox"/> L11 \$120	
<input type="checkbox"/> L04 \$120	<input type="checkbox"/> L08 \$140	<input type="checkbox"/> L12 \$120	
		<input type="checkbox"/> L13 \$120	

Gay, Lesbian, Bisexual and Transgender Local Officials (GLBTLO)

- GLBLO Dues/Activities \$75

Hispanic Elected Local Officials (HELO)

- HELO Dues/Activities (elected/member city) \$130
 HELO Dues/Activities (elected/nonmember city) \$140
 HELO Dues/Activities (supporting/corporate member) \$155
 HELO Activity Fee (nonmember only) \$75

National Black Caucus of Local Elected Officials (NBC-LEO)

- NBC-LEO Dues/Activities (elected/member city) \$215
 NBC-LEO Dues/Activities (elected/nonmember city) \$240
 NBC-LEO Dues/Activities (supporting member) \$315
 NBC-LEO Membership Luncheon Event (nonmember only) \$85

Women in Municipal Government (WIMG)

- WIMG Dues/Award Luncheon/Activities (elected/member city) \$115
 WIMG Dues/Award Luncheon/Activities (elected/nonmember city) \$125
 WIMG Dues/Award Luncheon/Activities (supporting member) \$145
 WIMG Award Luncheon/Activities (nonmember only) \$145

CONSTITUENCY GROUPS

Constituency group dues or fees can only be paid by fully registered delegates. Spouse, guest and youth registration categories are not eligible for payment of constituency group dues and fees.

Asian Pacific American Municipal Officials (APAMO)

- APAMO Dues/Activities (elected/member city) \$85
 APAMO Dues/Activities (elected/nonmember city) \$100
 APAMO Dues/Activities (supporting/corporate member) \$150

OFFICE USE ONLY: Payment _____ Check# _____ Amount _____

Registration Cancellation Policy:

All requests must be received in writing, postmarked by October 17, 2011, and are subject to a \$100 cancellation fee. No partial refunds will be made if you decide not to attend particular functions. No registrations or cancellations will be accepted by telephone. No cancellations will be accepted after October 17, 2011

TOTAL REGISTRATION FEE: \$ _____

FOR MORE INFORMATION; nlregandhousing@jspargo.com or 888-319-3864 or 703-449-6418

*Spouse/Guest not eligible for a separate hotel room. Fee is NONREFUNDABLE.

**Local officials are encouraged to register youth as active participants in this conference to contribute to NLC's youth agenda. If the youth delegate requires hotel accommodations separate from yours, attach their registration form with your completed form.

***Local Elected City Officials are not eligible for this rate.

HOTEL RESERVATIONS Name (first and last) _____

You must be registered for the Conference to reserve a hotel room. We guarantee your room, all hotels require one night's deposit plus 12.27% tax (subject to change), 30 days prior to your arrival. This is required even if you plan to arrive before 6:00 p.m. If accommodations are not guaranteed 30 days in advance, the reservation will be canceled.

Please make my hotel reservation as indicated below. I do not require hotel accommodations at any of the hotels listed below. Although I am providing information for a standard room now, please contact me regarding suite information.

ROOM DATES:
 Arrival Date: _____ Departure Date: _____

ROOM TYPE:
 Single (1 person/1 bed) Smoking
 Double (2 people/1 bed) Non-Smoking
 Double/Double (2 people/2 beds)
 Triple (3 people/2 beds)
 Quad (4 people/2 beds)

Room types cannot be guaranteed but Hotels will attempt to accommodate all requests. *Rates quoted are for single and/or double occupancy. Hotel may charge an additional fee for more than two occupants.

Sharing My Room With (for Hotel Rate and Check In Purposes):

SPECIAL HOUSING REQUEST
 (e.g., wheelchair accessible rooms, etc.):
 If you have special housing or transportation needs, please contact NLC Meeting Services.

Hotel Choices: Indicate your first-choice hotel with the number "1". Number the other hotels from "2" to "9" in order of preference. Sheraton Phoenix Downtown is the headquarters hotel.

HOTEL	SMOKING PROPERTY?	SGL/DBL
1 Sheraton Phoenix Downtown	No	\$210/\$210
1 Hilton Garden Inn Phoenix Midtown	No	\$119/\$119
1 Holiday Inn & Suites Phoenix Airport North	No	\$169/\$169
1 Holiday Inn Express Hotel & Suites Downtown	No	\$139/\$139
1 Hyatt Regency Phoenix	No	\$185/\$185
1 Radisson Hotel Phoenix City Center	No	\$129/\$129
1 Springhill Suites Phoenix Downtown	No	\$159/\$159
1 Wyndham Phoenix	Yes	\$185/\$185

Hotel Deposit Information: All major credit cards with expiration date of 11/11 or later are accepted at the conference hotels. All checks must be submitted to the hotel after September 5 but before October 5 and are subject to approval. Please include your 6 digit REG ID # indicated on the NLC Meeting Services confirmation.

REGISTRATION FEE PAYMENT INFORMATION
 Charge my REGISTRATION FEES to VISA, MasterCard or AMEX listed below
 Check for REGISTRATION FEES made payable to National League of Cities
 Purchase Order for REGISTRATION FEES - copy must be enclosed & payment must be received by October 11, 2011.

HOTEL DEPOSIT PAYMENT INFORMATION:
 You must check one of the options below.
 Charge my HOTEL DEPOSIT to the credit card listed below
 Check for HOTEL DEPOSIT - please submit to hotel address noted on confirmation after September 5 and before October 5 - subject to hotel approval.

Credit Card Authorization: NLC Registration and Housing Services is authorized to use the card below to pay all applicable registration fees and guarantee my hotel reservation. I understand that one night's room charge will be forfeited if I fail to show up for my assigned housing on the confirmed arrival date unless I have canceled my reservation with the hotel at least 72 hours in advance. I understand that if I do not show at the hotel on my confirmed arrival date, my reservation will not be reinstated for remainder of the stay unless I instruct the hotel to reinstate my reservation. Reinstated reservations are subject to hotel's availability.

Visa/MasterCard/AMEX Number _____
 Exp. Date _____
 Card Holder Name _____
 Card Holder Signature _____

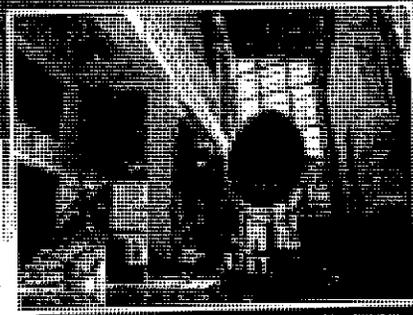
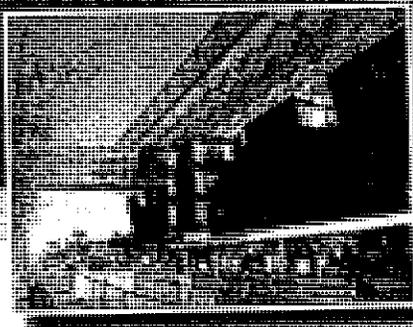
Additional Credit Card Authorization: For hotel deposit only if different than the credit card number listed above. (Expiration date must be 11/11 or later, per hotel requirement.)

Visa/MasterCard/AmEx Number _____
 Exp. Date _____
 Card Holder Name _____
 Card Holder Signature _____

RETURN CONFERENCE REGISTRATION AND HOUSING FORM TO:
 FAX: 703-631-6288
 MAIL:
 NLC Registration & Housing Services,
 c/o J. Spargo & Associates, Inc.
 11208 Waples Mill Road, Suite 112, Fairfax, VA 22030

MAKE A COPY OF THIS FORM FOR YOUR RECORDS





PRELIMINARY SCHEDULE

WEDNESDAY, NOVEMBER 9

7:00 AM - 6:00 PM
 8:30 AM - 12:30 PM
 9:00 AM - Noon
 9:00 AM - 5:00 PM

 1:00 PM - 4:00 PM
 1:00 PM - 5:00 PM
 1:30 PM - 5:00 PM
 4:00 PM - 6:30 PM
 6:00 PM - 10:00 PM

Registration
 Mobile Workshops
 Leadership Training Seminars
 Committee, Council and Panel Meetings
 Constituency Group Meetings
 Policy Committee Meetings
 Mobile Workshops
 Leadership Training Seminars
 New Member and First Time Attendee Welcome Session
 Constituency Groups Meetings and Events
 State Municipal Leagues Receptions

THURSDAY, NOVEMBER 10

7:00 AM - 8:30 PM
 7:30 AM - 4:00 PM
 8:00 AM - Noon

 9:00 AM - Noon

 10:00 AM - 4:00 PM
 Noon - 1:30 PM
 1:00 PM - 4:00 PM
 1:00 PM - 4:00 PM
 1:30 PM - 4:00 PM
 4:15 PM - 6:15 PM
 6:30 PM - 8:00 PM
 8:30 PM - Midnight

Registration
 Constituency Group Meetings and Events
 Board of Directors Meeting
 Advisory Council Meeting
 Your City's Families Concurrent Conference Sessions
 Leadership Training Seminars
 Mobile Workshops
 Exposition Hall and Exhibitor Solutions Theaters
 Lunch in the Exposition Hall
 Mobile Workshops
 Committee, Council & Panel Meetings
 Resolution Committee Meeting
 OPENING GENERAL SESSION
 WELCOME RECEPTION IN THE EXPOSITION HALL
 Constituency Group Meetings and Events
 State Municipal League Receptions

MOBILE WORKSHOPS

TAKE A CLOSER LOOK AT ARIZONA'S CITIES AND TOWNS

The mobile workshops at the 2011 Congress of Cities will showcase the best of what Phoenix and surrounding cities have to offer. Learn about new approaches to economic development, military base re-use plans and sustainability initiatives. Visit the conference website for full mobile workshop descriptions.

WEDNESDAY, NOVEMBER 9 (4-HOUR TOURS)

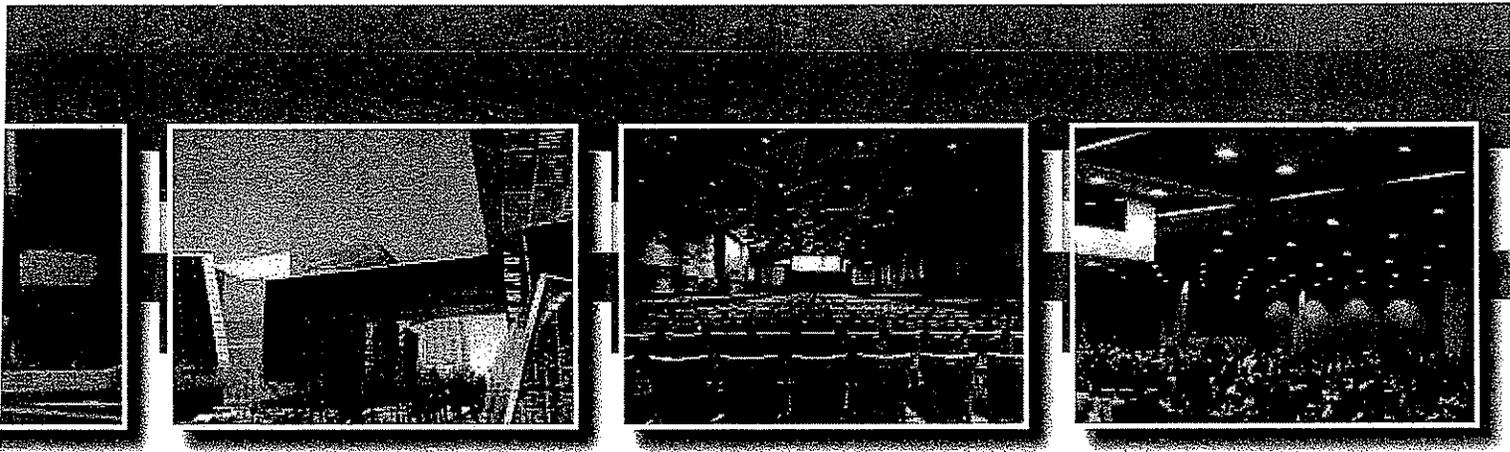
- City of Glendale (8:30 a.m. - 12:30 p.m.)
Vision to Reality - Creating a Sports & Entertainment Destination.
- City of Casa Grande (8:30 a.m. - 12:30 p.m.)
Economic Development (and Redevelopment) Through Public-Private Partnerships
- City of Mesa (1:00 p.m. - 5:00 p.m.)
Life After BRAC - Community-Driven Base Reuse and Economic Development
- Town of Queen Creek (1:00 p.m. - 5:00 p.m.)
Successful Small-Town Economic Development Programs
- Town of Fountain Hills (1:00 p.m. - 5:00 p.m.)
A Fountain of Experience

THURSDAY, NOVEMBER 10 (3-HOUR TOURS)

- City of Phoenix (8:30 - 11:30 a.m.)
Community and Faith-Based Initiatives
- City of Phoenix (9:00 a.m. - Noon)
Phoenix Biomedical Campus
- City of Goodyear (9:00 a.m. - Noon)
Site Tour of the Nation's First 100% All-Digital Cancer Hospital
- Town of Gilbert (1:00 p.m. - 4:00 p.m.)
Solar Showcase
- City of Peoria (1:00 p.m. - 4:00 p.m.)
Sustainable Water Resources in the Sonoran Desert
- City of Phoenix (2:00 - 4:15 p.m.)
College Depot

FRIDAY, NOVEMBER 11

- City of Mesa (1:30 - 4:00 p.m.)
Arizona Museum for Children
- City of Scottsdale (3:00 - 5:00 p.m.)
SkySong/Fluidic Eco
- City of Tempe (3:00 - 5:00 p.m.)
Tempe Can Really Move
- City of Phoenix (3:00 - 5:00 p.m.)
Civic Space Park



FRIDAY, NOVEMBER 11

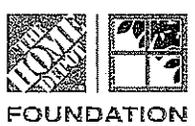
8:00 AM - 5:00 PM Registration
 8:00 AM - Noon CONCURRENT CONFERENCE SESSIONS
 8:00 AM - Noon ECONOMIC DEVELOPMENT
 8:00 AM - Noon GREEN CITIES
 8:00 AM - Noon INFRASTRUCTURE
 12:00 PM - 2:00 PM Exposition Hall Open
 12:30 PM - 1:30 PM Lunch in the Exposition Hall
 1:30 PM - 5:00 PM Mobile Workshop
 1:30 PM - 5:00 PM CONCURRENT CONFERENCE SESSIONS
 1:30 PM - 5:00 PM ECONOMIC DEVELOPMENT
 1:30 PM - 5:00 PM GREEN CITIES
 1:30 PM - 5:00 PM INFRASTRUCTURE
 6:00 PM - Midnight Constituency Groups Meetings and Events
 6:00 PM - Midnight State Municipal Leagues Receptions

SATURDAY, NOVEMBER 12

7:30 AM - 2:00 PM Registration
 8:30 AM - Noon Committees, Councils and Panels Meetings
 8:30 AM - Noon Constituency Group Meetings and Events
 8:30 AM - Noon CONCURRENT CONFERENCE SESSIONS
 8:30 AM - Noon ECONOMIC DEVELOPMENT
 8:30 AM - Noon GREEN CITIES
 8:30 AM - Noon INFRASTRUCTURE
 12:30 PM - 2:00 PM CLOSING LUNCH AND GENERAL SESSION
 2:30 PM - 4:30 PM ANNUAL BUSINESS MEETING
 6:00 PM - 9:00 PM Phoenix Host City Closing Event

Check www.nlc.org for the latest information on the conference.

Special Thanks to our Sponsors!



SPONSORSHIP/EXHIBITING

For more information about conference sponsorship opportunities, contact Cynthia Cusick at Cusick@nlc.org or (202) 626-3182. To learn more about exhibiting, contact Craig Baker at craig.baker@jspargo.com or (703) 679-3942.

**NLC wants to thank you now for selecting an official conference hotel for your stay in Phoenix! Each year, NLC contracts for room blocks at various hotels. In order to secure sleeping rooms at a lower rate, NLC must guarantee that a certain percentage of those rooms are occupied by meeting attendees each night. To allow NLC to continue to add value to the conference, it is imperative that participants of the 2011 Congress of Cities and Exposition stay at contracted hotels and go through the Spargo housing reservation system. If you have any questions regarding housing, please contact the Housing Center at 1-888-319-3864 or nlcregandhousing@jspargo.com.