

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

**Board of Selectmen Agenda  
Regular Meeting  
Thursday, October 18, 2012  
Colchester Town Hall**

**Meeting Room 1 – Immediately Following Town Meeting and  
Commission Chair Meeting at 7:05PM**

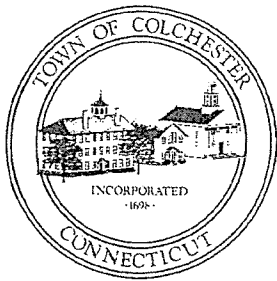
NANCY A. BRAY  
TOWN CLERK

*Nancy A. Bray*

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2012 OCT 15 PM 4:05

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the October 4, 2012 Regular Board of Selectmen meeting
4. Approve Minutes of the October 9, 2012 Special Board of Selectmen meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Ethics Commission. Member appointment for a three-year term to expire 10/01/2014. Kristin Moody to be interviewed.
  - b. Parks & Recreation Commission. Member re-appointment for a three-year term to expire 11/01/2015. Sean O'Leary to be interviewed.
  - c. Parks & Recreation Commission. Member re-appointment for a three-year term to expire 11/01/2015. Lynne Stephenson to be interviewed.
  - d. Police Commission. Member re-appointment for a three-year term to expire 11/01/2015. Frank Jackter to be interviewed.
  - e. Police Commission. Member re-appointment for a three-year term to expire 11/01/2015. Robert Parlee to be interviewed.
  - f. Economic Development Commission. Member vacancy to be filled for a term to expire 10/31/14. John P. Dion was interviewed on 09/20/12.
  - g. Parks & Recreation Commission. Alternate vacancy to be filled for a three-year term to expire 11/30/2015. David A. O'Brien was interviewed on 09/20/12.
7. Budget Transfers
8. Tax Refunds & Rebates
9. Discussion and Possible Action on Bid Waiver for Pavement Recycling and Contract
10. Discussion and Possible Action on Center for Work and Families Contract

11. Discussion and Possible Action on Personnel Policy
  - a. Section II, pages 29 – 34 (2<sup>nd</sup> Reading)
  - b. Section II, pages 35 – 38 (1<sup>st</sup> Reading)
12. Citizen's Comments
13. First Selectman's Report
14. Liaison Report
15. Executive Session to Discussion Memorandum of Agreement with Colchester Police Local 2693T, AFSCME Council #15
16. Discussion and Possible Action on Memorandum of Agreement with Colchester Police Local 2693T, AFSCME Council #15
17. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Gregg Schuster, First Selectman

Board of Selectmen Minutes  
Regular Meeting  
Thursday, October 4, 2012  
Colchester Town Hall

Meeting Room 1 –7:00PM

NANCY A. BRAY  
TOWN CLERK

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2012 OCT -5 PM 4:29

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman James Ford, Selectman Stan Soby, Selectman Greg Cordova, and Selectman Rosemary Coyle

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Derrik Kennedy, Dot Mrowka, James Paggioli, Ryan Blessing, Melissa Roberto, Pat McHale, and other citizens.

1. **Call to Order**  
First Selectman G. Schuster called the meeting to order at 7:00 p.m.
2. **Additions to the Agenda**  
None.
3. **Approve Minutes of the September 20, 2012 Regular Board of Selectmen meeting**  
R. Coyle moved to approve the minutes of the September 20, 2012 Regular Board of Selectmen meeting, seconded by G. Cordova. G. Cordova abstained. All others approved. MOTION CARRIED.
4. **Approve Minutes of the September 27, 2012 Special Board of Selectmen meeting**  
R. Coyle moved to approve the minutes of the September 27, 2012 Special Board of Selectmen meeting, seconded by G. Cordova. S. Soby and G. Cordova abstained. All others approved. MOTION CARRIED.
5. **Citizen's Comments**  
None.
6. **Boards and Commissions – Interviews and/or Possible Appointments and Resignations**
  - a. **Parks & Recreation Commission. Jody Barr to resign.**  
R. Coyle moved to accept the resignation of Jody Barr from the Parks & Recreation Commission with regret, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
  - b. **Conservation Commission. Member re-appointment for a three-year term to expire 10/01/2015. Morris Epstein to be interviewed.**  
R. Coyle moved to re-appoint Morris Epstein as a member of the Conservation Commission for a three-year term to expire 10/01/2015, seconded by J. Ford. Unanimously approved. MOTION CARRIED.
  - c. **Economic Development Commission. Member vacancy to be filled for a term to expire 10/31/14. John P. Dion was interviewed on 09/20/12.**  
No action taken.

- d. **Fair Rent Commission. Member vacancy to be filled for a three-year term to expire 10/01/2015. Valerie McGriff was interviewed on 09/20/12.**  
S. Soby moved to appoint Valerie McGriff as a member to the Fair Rent Commission for a three-year term to expire 10/01/2015, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
  - e. **Parks & Recreation Commission. Alternate vacancy to be filled for a three-year term to expire 11/30/2015. David A. O'Brien was interviewed on 09/20/12.**  
No action taken.
7. **Budget Transfers**  
None.
  8. **Tax Refunds & Rebates**  
G. Cordova moved to approve tax refunds in the amount of \$9.00 to Martin Jenkins, \$12.67 to David Haggerty, \$6.34 to Craig Sylvester, \$66.24 to Michael Blake, \$37.73 to Douglas Nuemann, \$14.69 to Keith Ramsey, \$59.04 to Arlene Kobylanski, \$18.72 to Atlantic Excavation or Charles Doocy, \$29.95 to Christopher Markovitz, \$8.64 to Samantha Vanzilen, \$1,096.80 to Judith Washburn c/o Washburn Family Living Trust, \$35.14 to Judith & Zachery Ware, \$14.11 to Michael & Carole Dufour, and \$393.71 to US Bank NA; seconded by J. Ford. Unanimously approved. MOTION CARRIED.
  9. **Discussion and Possible Action on CCM Prescription Discount Card Program**  
Discussion on residents who are covered, how residents are made aware of the program, how companies profit, and whether personal health information is disclosed. G. Cordova moved to approve the discount prescription card program with the Connecticut Conference of Municipalities and authorize the First Selectman to sign all necessary documents, seconded by S. Soby. Unanimously approved. MOTION CARRIED.
  10. **Discussion and Possible Action on Old Bacon Academy Lease**  
S. Soby moved to call a Town Meeting for Thursday, October 18 at 7:05pm to discuss and act upon a lease with the Bacon Academy Trustees for Old Bacon Academy, and have materials available at the Town Clerk's Office, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.
  11. **Discussion and Possible Action on Ordinances**
    - a. **Sunday Alcohol Sales**
    - b. **Open Space Advisory Board**R. Coyle moved to approve the revisions to the Open Space Advisory Committee and Sunday Alcohol Sales ordinances and add them to a Town Meeting agenda to be held on October 18 at 7:05pm at Town Hall for approval, with all materials for review in the Town Clerk's Office; seconded by G. Cordova. Unanimously approved. MOTION CARRIED.
  12. **Discussion on Blight Ordinance**  
Discussion on need for more information and public/board-commission comments. Agreement to work with land use and economic development boards first then discuss next steps for public involvement. No action taken.
  13. **Discussion and Possible Action on Personnel Policy**
    - a. **Section II, pages 23 – 26 (3<sup>rd</sup> Reading)**
    - b. **Section II, pages 26 – 29 (2<sup>nd</sup> Reading)**
    - c. **Section II, pages 29 – 34 (1<sup>st</sup> Reading)**Discussion on edits to policy. No action taken.
  14. **Citizen's Comments**  
None.

15. **First Selectman's Report**

First Selectman G. Schuster reported that the lights are starting to be erected on Lebanon Avenue to finish the streetscape project, Pumpkins and Pooches is this weekend, circulation is up at the library with children's book circulation up to 30% of all circulation, Town Hall will be closed on Monday due to Columbus Day, and on new laws affecting municipalities effective October 1.

16. **Liaison Report**

S. Soby report that the Planning & Zoning Commission is starting enforcement actions against a piggery in Town due to regulation violations.

17. **Executive Session to Discuss Negotiations with Bacon Academy Board of Trustees**

J. Ford moved to enter into executive session to discuss negotiations with Bacon Academy Board of Trustees and invite Public Works Director James Paggioli, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Entered into executive session at 7:49 p.m.

Exited from executive session at 8:02 p.m.

18. **Executive Session to Discuss Personnel**

S. Soby moved to enter into executive session to discuss personnel and invite Town Counsel Pat McHale, seconded by G. Cordova. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:03 p.m.

Exited from executive session at 8:57 p.m.

19. **Adjourn**

G. Cordova moved to adjourn at 8:58p.m., seconded by S. Soby. Unanimously approved. MOTION CARRIED.

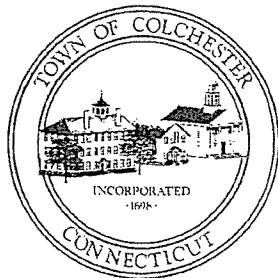
Respectfully submitted,



Derrick M. Kennedy

Executive Assistant to the First Selectman





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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COLCHESTER, CT

Gregg Schuster, First Selectman

2012 OCT 10 AM 10:10

*Nancy A. Bray*

NANCY A. BRAY  
TOWN CLERK

**Board of Selectmen  
Special Meeting Minutes  
Tuesday, October 9, 2012  
Colchester Town Hall - 5:00 p.m.**

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman James Ford, Selectman Greg Cordova, and Selectman Stan Soby (via phone to start)

**MEMBERS ABSENT:** Selectman Rosemary Coyle

**OTHERS PRESENT:** Derrick Kennedy, Robert Tarlov, Robert Esteve, Art Shilosky, Maggie Cosgrove, James Paggioli, Greg Plunkett, Steve Wells, Chris Halpin, and Paul Popinchalk.

**1. Call to Order**

First Selectman G. Schuster called the special meeting to order at 5:14 p.m.

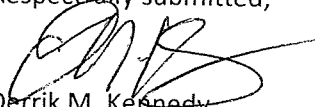
**2. Discussion and Possible Action on Energy Performance Project and Contract**  
*(Selectman Soby arrived at 5:48pm)*

Discussion on the energy management system with regards to cost and function; protocol on communications between systems; demand and consumption decreases due to system; potential staff training to operate system; necessity of the system; inclusion of system in the scope of the project; and clarity of cost of savings because of the system. Discussion on inclusion versus exclusion with regards to payback periods. Discussion on contract with Honeywell and counsel review; lease versus bond to pay for project; separation of lease projects between Board of Education and Town; payment by Board of Education to finance project; and process of Town Meeting versus Referendum, Town Meeting required. No action taken.

**3. Adjourn**

J. Ford moved to adjourn at 7:00 p.m., seconded by G. Cordova. Unanimously approved.  
MOTION CARRIED.

Respectfully submitted,

  
Derrick M. Kennedy

Executive Assistant to the First Selectman





## Town of Colchester Interoffice Memorandum

**To:** Gregg Schuster, First Selectman  
**From:** James Paggioli, L.S., Director of Public Works  
**CC:**  
**Date:** 10-3-2012  
**Re:** Sole Source Purchasing Recommendation – Gallagher Asphalt

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As a portion of the Pavement Maintenance of the Town's Road Improvement Plan, the Department of Public Works has been evaluating newer pavement recycling technologies. Last year, Cold In-Place Recycling (CIPR) of Asphalt was used for the reconstruction Old Hebron Road and Bigelow Road. The utilization of the CIPR method resulted in a cost of 70% of the same depth of new pavement replacement those roadways.

During the course of reviewing the "after action" results of projects, the Department noted that the primary cost escalations for the reconstruction/ maintenance of the Town's roadway pavement has been the need to purchase new bituminous pavement. Either for full depth reconstruction (3" to 4" depending on road classification) and even utilizing CIPR, the process requires a 1.25 inch new pavement cap over the recycled pavement. The Department has concluded that if there were further savings to be obtained, a pavement maintenance method with the ability to recycle the existing bituminous pavement and create a durable roadway surface would have to be found.

This past summer, the Department found such a technology being conducted by Gallagher Asphalt, in the Illinois area. The method considered is known as the "Re-Heat" method. Unlike the typical "heater – scarification" methods that have existed in the New England area, the process reheats the pavement back to the original batched temperature, then with a milling machine, removes the pavement surface, feeds the heated material into a portable batch plant, adds asphaltic materials, remixes the material at original batch materials, and then places the "recycled hot mix asphalt pavement" into a standard paving box, and back down onto the roadway without significantly altering the previous road elevations. The Re-Heat "train", is approximately 168 feet long and is a one pass process. There is no need to disturb traffic patterns twice. The portion of the road being recycled is able to be traveled upon within two hours of the train passing the location.

The Department has contacted Gallagher Asphalt for references, process roadway histories and photos of before and after conditions of roads that the process has been used upon. In contacting the City Engineer from Canton, Ohio he spoke of the success that the process has had over the last ten years in the area. The municipality itself had two trains under their own ownership, however due to budgetary constraints, had to sell the units since could no longer afford to service the equipment. With a side note, he made mention that his experienced operators when retired or laid off, were acquired by Gallagher Asphalt. The Town of Amherst MA has also conducted a parallel analysis of the process. They are scheduled for 13 miles of Re-Heat restored roadways from October 8– 15, 2012.

The process can not be utilized on, or is not appropriate for every roadway pavement resurfacing. The Department has previously identified 4 potential candidate roadways that are presently under the greatest duress. They are Cabin Road, Windham Avenue, Marvin Road, and River Road. Pavement corings were conducted and representatives from Gallagher Asphalt and staff have inspected the potential roads for suitability of the Re-Heat process in conducting the required work. Budgetary constraints limit the number of roads that can be done to two: Cabin Road and Windham Avenue. The existing condition of the pavement on the two roads required either full depth reclamation (as was budgeted for in the potential Road Bonding project) at a present cost of \$509,573. If CIPR was considered the present cost of the work would be \$327,680 plus and additional \$5,500 for driveway apron adjustments. In conjunction with flexibility of scheduling the Town of Colchester work to follow the Town of Amherst, the Department has been able to obtain a cost quote of \$295,608 to conduct the work from Gallagher Asphalt.

At the present time, there is only one vendor (Gallagher Asphalt) that will service the Connecticut area and that has the proprietary technology to conduct the Re-Heat methodology to repair these two roads. There is not an approved "State of Connecticut D.A.S." or other competitive bid contract for this service within the State of Connecticut. As such The Department hereby request that a sole source exception be granted to allow for the contracting of Hot In-Place "Re-Heat" method of Pavement Recycling to Gallagher Asphalt for the amount of \$295,608.00.

Proposed Motion (IF REQUIRED): That due to the present exclusive technology for the region and significant cost savings for Town of Colchester, that for the FY of 2012-2013, Gallagher Asphalt be approved as Sole Source provider of Hot In-Place "Re-Heat" method of Recycling of Asphalt, and that the Town of Colchester utilize Gallagher Asphalt for said Hot In-Place "Re-Heat" method on Cabin Road and Windham Avenue.





PAVING CONTRACTOR  
 ASPHALT PAVING MIXTURES  
 HOT-IN-PLACE ASPHALT RECYCLING

18100 South Indiana Avenue  
 Thornton, IL 60476  
 Phone: 708.877.7160  
 Fax: 708.877.5222  
[www.gallagherasphalt.com](http://www.gallagherasphalt.com)

**PROPOSAL AND CONTRACT**

TO: Town of Colchester, CT  
 127 Norwich Avenue  
 Colchester, CT 06415

DATE: 7/24/12  
 EST. NO.: 122101

PROJECT: Town of Colchester CT 2012 Re-HEAT  
 Windham Avenue & Cabin Road  
 Colchester, CT

OWNER: Town of Colchester, CT  
 OWNER'S  
 REPRESENTATIVE: James Paggioli

We are pleased to submit our proposal for construction work at the above project as follows:

	<u>Description of Work</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	Re-HEAT Hot In Place Recycling	32,700.0 SY	\$9.04	\$295,608.00

**Notes & Qualifications**

- \* Depth of Recycling is to be the Depth of the Existing Surface Course - Not to Exceed 2 Inches.
- \* All Traffic Control and Flaggers will be supplied by Colchester - the above bid does not include any.
- \* Pavement Marking of any type is not included.
- \* Above Pricing assumes the ability to work 10 Hour Work Days.
- \* Bid is based on One Mobilization which will be performed while contractor is in New England this Season.
- \* Traffic Control included in the above pricing is limited to Two Flaggers and Basic Signage only.
- \* Town to remediate manholes / catch basins, patch any pavement, and level any low areas prior to Contractors arrival.

Terms: Payments due on invoice for work installed. See reverse side for additional terms and conditions which are made a part herof.

**ACCEPTED - BUYER:**

You are hereby authorized to commence construction as described herein for which the undersigned agrees to pay the contract price according to the terms set forth above.

Respectfully submitted,  
**GALLAGHER ASPHALT CORPORATION**  
 Mike Brunke

Town of Colchester, CT

**COUNTERSIGNED - CONTRACTOR:**  
**GALLAGHER ASPHALT CORPORATION**

BY: \_\_\_\_\_  
 Buyer's Authorized Representative

BY: \_\_\_\_\_  
 Contractor's Authorized Representative

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

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

IF THIS PROPOSAL MEETS WITH YOUR APPROVAL, PLEASE SIGN AND RETURN BOTH COPIES FOR COUNTERSIGNING, ONE COUNTERSIGNED COPY WILL BE RETURNED FOR YOUR RECORDS.

## GENERAL CONDITIONS

1. This Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Buyer and Contractor; provided, however, it shall not be assignable by Buyer except with the prior written consent of the Contractor.
2. Contractor shall not be liable for delay in commencement or completion of work due to weather, acts of God, differences with workmen, local labor shortages, fire, flood or other casualty, governmental regulations or requirements, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment, or any other causes beyond Contractor's reasonable control whether of similar or dissimilar nature than those enumerated. In no event shall Contractor be liable for any special or consequential damages or claims resulting from failure or delay in construction.
3. Construction methods and techniques, unless otherwise specified in writing, shall be in accordance with plans and specifications prepared either by or for Buyer. If no plans or specifications have been prepared or are applicable, construction shall be in accordance with standard, well accepted construction methods and procedures.

- (a) In those instances where the plans and specifications have been prepared by or for the Buyer, the adequacy of the pavement indicated will be a responsibility of the Buyer.
- (b) In those instances where the plans and specifications are prepared either for or by the Buyer and grade stakes are either set by or checked by the Buyer or others on behalf of the Buyer, and so approved, the adequacy of the base installed or the pavement installed shall be the responsibility of the Buyer so long as the Contractor meets the elevations of said grade stakes within acceptable industry tolerances.
- (c) In all instances, where the plans and specifications are prepared by or for the Buyer or done in accordance with well accepted construction methods and procedures, it will be the responsibility of the Buyer to examine said pavement during the construction of said pavement and to object timely to any inadequacies noted.

Timely under this provision shall mean:

- (i) The Contractor hereunder shall object to the condition of the sub-base prior to the installation of the base course and if ordered to proceed anyway, shall be relieved of all warranties and responsibilities as to the adequacy of the finished job.
  - (ii) The Buyer hereunder shall object to the adequacy of the base course (adequacy as to quantities or quality of installation) in writing prior to the installation of the asphalt surface.
  - (iii) The Buyer hereunder shall object, in writing, to the adequacy of the finished pavement within ten (10) days of completion of said pavement.
  - (d) Unless the Contractor is doing the excavation and grading, the Buyer shall be responsible for the preparation of all sub-grade. All sub-grade construction shall be within plus or minus one-tenth (1/10th) of one foot from proposed sub-grade elevations. The Contractor shall not be responsible for any damages caused, directly or indirectly, by the failure of the Buyer to prepare or furnish the materials for the sub-grade in accordance with proposed sub-grade elevations and specifications and within the tolerances specified herein.
  - (e) The cost of maintenance and/or repair of any base and/or binder construction shall be borne by the Buyer if immediate surfacing is delayed or deferred by any acts or omissions of the Buyer, his agents or employees, or other contractors.
  - (f) The base construction, if not immediately blindered or surfaced, shall not be used by vehicular traffic until said binder or surface is installed. Any such use shall relieve the Contractor of responsibility for the adequacy of the base construction.
  - (g) Cost of all overages of base materials shall be borne by the Buyer if Contractor is requested to install base course on wet or unstable subgrade.
  - (h) Cost of all overages of asphalt shall be borne by the Buyer if Contractor is requested to install asphalt on a wet or unstable base course.
4. Buyer will secure and pay for any building permits, and for any other permits, licenses, easements, bonds, etc., required for completion of work, unless otherwise specified in writing prior to commencement of work.
  5. (a) This proposal is based on current costs and prices and is subject to change or cancellation if not accepted within thirty (30) days. Contractor shall not be required to furnish extra materials or services due to changes or alterations in plans and specifications or scope of work, unless such changes or alterations are requested in writing and at prices agreed upon at the time changes are authorized.
  - (b) This proposal is further based on labor rates in effect as of the date of this contract. Contractor reserves the right to negotiate a price increase sufficient to cover subsequent rate increases which occur as a result of union contract increases or construction industry stabilization committee approvals after date of this contract.
  - (c) All lump sum and/or unit prices are quoted per project plans and specifications and are also based on the general and special conditions of this proposal, which shall take precedence in case of conflict with any other documents, conditions specifications.
  - (d) The quantities of materials shown, unless otherwise provided in writing, are estimates only and as such, may not represent the actual quantities required and installed under this contract. The final contract price shall be the contract unit price for actual

6. (a) During the progress of work, Contractor may submit interim bills for work installed, not less often than once per month. Payment shall be due immediately and paid within thirty (30) days of date of invoice. Unless otherwise specifically provided herein, there shall be no retention of monies due under this contract and in those instances where so provided, the interpretation of said specific provision shall be strict and in accordance, wherever possible, with all other provisions of this proposal. In no case shall any retention be held beyond the first day of December of the year in which work was performed.
  - (b) In all cases, the construction work shall be considered accepted by Buyer ten (10) days after completion of said work unless Buyer notifies Contractor to the contrary in writing before such time. **CONTRACTOR'S FINAL INVOICE SHALL CONSTITUTE NOTICE OF COMPLETION.**
  - (c) Final payment shall in no way be delayed or withheld because of failure or refusal of owner, architect, engineer or governmental agencies to approve portions of project beyond Contractor's control or the failure of contractors other than Contractor's own subcontractors to complete their work satisfactorily. If final payment is not made within time stipulated above, Buyer agrees that the Contractor may take all action necessary or desirable in the judgment of the Contractor to impose lien or liens upon the subject property and / or other properties in which the Buyer has an interest, real or personal.
  - (d) Security for payment shall be furnished by the Buyer to the satisfaction of the Contractor on demand.
  - (e) If, in the opinion of the Contractor, the Buyer's credit becomes unsatisfactory or impaired or if the Buyer shall fail to comply with any provision of this contract or of any other contract between Buyer and Contractor, Contractor may at its option defer further work, or, without waiving any other rights it may have, terminate this contract.
  - (f) If Buyer defaults in any of its obligations under this contract, Buyer shall pay Contractor all Contractor's cost, expenses and attorneys fees incurred in the enforcement of the agreements in this contract.
  - (g) A service charge of 1 1/2% of the balance due will be added each month if payment in full is not made within thirty (30) days after invoicing for work installed.
7. (a) It is understood between the Contractor and the Buyer that it is against Contractor's policy to enter into "no lien" contracts, and that the property upon which the work called for under this contract is to be performed is subject to lien under the "Illinois Mechanic's Lien Law", unless a public improvement, in which case the provisions of said "Illinois Mechanic's Lien Law" relating to public improvements will apply, and remedies thereunder shall be available to Contractor. Only by specifically striking this provision from this proposal and both parties initialing such change, shall the provisions of any other document indicating waiver of lien rights prevail.
  - (b) Where payout procedures are such that Contractor is required to deliver waiver of lien in advance of payment, all parties agree that such delivery is in the form of a delivery in trust pending receipt by Contractor of requisite funds, and that said waiver shall not be effective until such time as collected funds are in the hands of Contractor.
  - (c) Contractor reserves the right to notify Owner or Owner's representative of Contractor's involvement in this project. Buyer agrees to submit exact copies of all contractor's affidavits required by Section 5 of "Illinois Mechanic's Lien Law" as they are delivered to Owner or Owner's representative.
8. It is the intention of the parties hereto, and they hereby expressly agree accordingly, that no provision of this agreement shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person a third party beneficiary of this agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.
9. Notification of any back charges must be given in writing to Contractor's field superintendent within forty-eight (48) hours of occurrence and before any work is done by others. Otherwise, Contractor will not accept or be charged for any back charges. However, compliance with this procedure does not waive Contractor's right to deny or contest back charges.
10. (a) Buyer ordering this work agrees to be responsible for and to protect, defend, indemnify, save and hold harmless the Contractor from any and all claims, demands, suits, costs, liability, expenses, including reasonable attorneys fees and court costs, of any nature or kind as a result of or arising in connection with any injuries of any nature or kind to any person or damage to property alleged to have occurred as a result of errors or omissions in property line surveys; relating to the right, title or interest of persons claiming interest in the property; errors in specifications and design; trespass by the Contractor's employees or equipment where authority was granted to the Contractor by the Buyer ordering the work to use the property for the purpose of construction, storage, ingress or egress.
  - (b) Contractor has the right to rely upon accuracy and adequacy of plans, specifications and/or engineering layouts supplied by others and Buyer will protect, defend, indemnify, save and hold harmless Contractor from any and all claims, demands, causes of action, suits, costs, liability, expenses, including reasonable attorneys fees and court costs, arising from or in connection with any inaccuracy, inadequacy or deficiency in said plans, specifications and/or engineering layouts.
11. Contractor shall not be responsible for the work done under other contracts. The election of Buyer to proceed on subgrade (earth) or on base course done by others shall not constitute an acceptance of the adequacy of such subgrade or base course by contractor.
12. In performing the construction work, Contractor's liability shall be limited only for injury to persons, including death, and damage to property caused by the fault or negligence of the Contractor or that of its employees. Buyer agrees to protect, defend, indemnify, save and hold harmless the Contractor against and from any and all claims, demands, causes of action, suits, costs, liability, expenses, including reasonable attorneys fees and court costs, as a result of or arising in connection with any injury or death to any person or





12-09-24 A08:31 RCVD

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21 Chicago Avenue • Groton, Connecticut 06340-4907  
telephone (860) 437-2188 • toll free (800) 782-6935 • fax (860) 449-5791

September 19, 2012

Gregg Schuster  
First Selectman  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

Dear Gregg:

Enclosed, please find two copies of the memorandum of agreement for EAP services. Please sign both copies, retain one for your files, and return one to The Center for Work & Family in the enclosed self-addressed, envelope.

We look forward to working with you, your staff, and their families in the year 2012 - 2013. If you have any questions regarding the contract, please feel free to contact me at (860) 437-2188.

Sincerely,



Melanie Marquis  
Administrative Assistant







*A Legacy of Caring since 1877*

Center for Work & Family  
21 Chicago Avenue  
Groton, CT 06340

Telephone (860) 437-2188  
Fax (860) 449-5791  
ucfs.org

## INVOICE

INVOICE # EA3363  
DATE: 09/18/12

**BILL TO:**

Town of Colchester & Colchester Public Schools  
127 Norwich Avenue, Suite 203  
Colchester, CT 06415

Attention: Mr. Gregg Schuster

DESCRIPTION	HOUR	RATE	AMOUNT
EAP CONTRACT July 1, 2012 thru June 30, 2013  105 Employees @ \$22.00 per Employee			\$2,310.00
<b>TOTAL</b>			<b>\$2,310.00</b>

Make all checks payable to:  
**United Community & Family Services, Inc.**  
Attention: Linda A. P. Rogoff  
34 East Town Street  
Norwich, CT 06360

(Tax ID# 06-0653142)

**Total due in 30 Days.**

Please direct any billing questions regarding this invoice to Linda A. P. Rogoff, at (860) 889-2375 ext. 231. Should you have any clinical questions contact the clinician at Center for Work and Family.

**THANK YOU FOR YOUR BUSINESS!**



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**UNITED COMMUNITY & FAMILY SERVICES, INC.**  
**DBA**  
**THE CENTER FOR WORK & FAMILY**  
**AND**  
**Town of Colchester**

7/1/12 – 6/30/13

The Center for Work & Family (CWF) and the **Town of Colchester** hereby enter into the following agreement for the provision of employee assistance service:

**I. RESPONSIBILITIES OF THE CENTER FOR WORK & FAMILY**

The Center for Work & Family agrees to provide the following services in the development, implementation and operation of the Employee Assistance Program (EAP).

**A. Provide Guidance on the use of EAP services**

1. Guide in the development of official company policies and procedures regarding the Employee Assistance Program.

**B. Employee Orientation and Education**

1. Assist in the development and dissemination of educational and promotional materials regarding the EAP.
2. Provide brief introduction of EAP services to groups of employees.

**C. Training for Supervisors**

1. Provide one and one-half hours of training, for all supervisory personnel, in the philosophy of EAP and the techniques of identifying and referring trouble employees.
2. Provide training for new supervisors and other employees, as needed.
3. Provide training for all supervisory personnel in the area of Critical Incident Stress Debriefing as needed.

The following levels of services are proposed:

Service	4 Session Model
Base Rate	\$22.00 per employee, per year
Training/Education/Workshops	\$200 per hour, after free session "Does not include Sexual Harassment Training". (See Education & Training Programs List)
Management Phone Consultation EAP Educational Items	Unlimited
Critical Incident Stress Debriefing	\$250 per hour, per CWF clinician
Organizational Consultation	\$250 per hour, per CWF clinician
Data Collection/Reporting Website Link Newsletter via Email	Included in fee

**D. Diagnostic Assessment and Referral**

1. Provide up to four (4) assessment and counseling interviews to each employee and/or members of their family, at no charge to the employee. Interviews and/or treatment programs will be at the expense of the employee and/or effective application of his/her insurance coverage. Additional services provided by The Center for Work & Family will be priced based on the agency's normal sliding fee scale.
2. Refer troubled employee to the appropriate treatment resources and programs, as needed.
3. Provide the necessary advocacy and follow-up on each referral.

**E. Coordination of Services**

1. Provide on-going program assistance to company personnel, as needed.
2. Conduct periodic evaluations of EAP services.

**F. Data Collection and Reporting**

1. A report containing the following data will be submitted to the employer:
  - a. Referrals to Employee Assistance Program
    1. Number of self-referrals
    2. Number of employees referred by company personnel
    3. Number of diagnostic assessment interviews
    4. Number of employees and/or family members accepted for treatment at The Center for Work & Family.
    5. Breakdown of types of problems in general categories

b. Critical Incident Stress Debriefing Services

A brief report summarizing data, number of employees involved, general outcomes, and recommendations will be provided at the conclusion of the debriefing service. No information which personally identifies employees will be relayed without their written permission.

c. Organizational Consultation

A brief report summarizing data, number of employees involved, general outcomes, and recommendations will be provided at the conclusion of the organizational consult. No information which personally identifies employees will be relayed without their written permission.

**G. Confidentiality**

1. The confidentiality of client information will be strictly protected. The Center for Work & Family will not release the names of self-referred employee clients and/or information regarding the nature and scope of their problems. Exceptions to this rule will be made only with the written consent of the client.
2. Reporting for supervisor-referred employees is restricted to verification of employee participation and follow-through in the Employee Assistance Program. The Center for Work & Family will not release information regarding the nature and scope of their problems without their written permission.
3. All EAP clients, self-referred and supervisor-referred, will be included in a statistical report to the employer. The names of employee clients will not be included in this report.
4. Employees who participate in debriefing services need to feel confident that they can express their feelings without concerns or fears that those feelings will bring retribution. The Center for Work & Family will stress the importance of confidentiality at each debriefing session.

**H. Critical Stress Debriefing Services**

1. Provide group debriefing session(s) on site to employees within 48 working hours of the traumatic incident.
2. Provide consultation and referral to Employee Assistance Program for individual employees who require additional professional assistance.
3. Provide consultation to supervisory and managerial staff re: organizations and/or employee concerns.
4. Provide follow-up group debriefing session(s) to employees one month after initial debriefing.

## **II. RESPONSIBILITIES OF THE EMPLOYER**

### **A. Program Development and Implementation**

1. Development of company Employee Assistance Program policies and procedures with the assistance of UCFS, The Center for Work & Family.
2. Selection of company Employee Assistance Program Liaison.

### **B. Employee Awareness**

1. Inform employees of the EAP and promote program services.
2. Assist in dispersing appropriate promotional and educational materials.

### **C. Program Follow-Through**

In order to obtain maximum results, the employer shall promote the program on an ongoing basis, provide internal support and maintain effective communication with The Center for Work & Family regarding its operation.

### **D. Payment for Services**

1. **Town of Colchester** agrees to pay United Community & Family Services, Inc. DBA The Center for Work & Family \$2,310.00 (105 Employees x \$22.00/employee) per annum for the services provided in Section I. Such payment shall be made within 30 days of the effective date of this agreement. Other payment schedules, mutually agreed upon by The Center for Work & Family and Town of Colchester may also be affected.
2. For services described in section 1H, **Town of Colchester** agrees to pay as follows:
  - a. \$250.00 per hour for each Critical Incident Stress Debriefing session requiring a CWF staff member.
  - b. \$250.00 per hour for each Organizational Consultation with a CWF staff member.
  - c. \$200.00 per hour for each Training/Educational Workshop with a CWF staff member.

**III. CONTRACT DURATION, AMENDMENT AND RENEWAL**

- A. The program implementation date shall be on July 1, 2012 and continue in effect until June 30, 2013.
- B. The program will be considered for renewal not less than 30 days prior to the expiration date.
- C. This agreement may be amended or modified upon the written consent of United Community & Family Services, Inc. DBA, The Center for Work & Family and **Town of Colchester**.
- D. This agreement may be terminated by either party following 30 days written notice.

**IV. AUTHORIZATION**

**Town of Colchester**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**UNITED COMMUNITY & FAMILY SERVICES, INC.**  
**THE CENTER FOR WORK AND FAMILY**

NAME: Joanne Smart

TITLE: Vice President - Finance

DATE: 9/18/12

NAME: Susanne Taylor

TITLE: EAP Program Manager

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





# TOWN OF COLCHESTER



# EMPLOYEE HANDBOOK & PERSONNEL POLICIES

DRAFT  
LAST REVISION: 09/26/12

Upon return to work, the employee shall be assigned to her former position, if such position is available, or to a position of equivalent pay and benefits. ~~Maternity~~ **Childbirth** leave shall be treated the same as any other short-term disability and, therefore, will be paid to the extent of earned accumulated sick leave. The employee must contact her supervisor at least ~~thirty (30)~~ two (2) weeks prior to the end of such leave stating the employee's intention to return or not return to work.

### **Newborn Leave**

**Employees whose spouse or partner has given birth are eligible for up to three days paid leave. This leave shall commence the day of childbirth and continue for two business days thereafter.**

### **Family and Medical Leave**

The purpose of this policy is to establish guidelines for leaves taken by employees of the Town of Colchester under the Federal Family and Medical Leave Act (FMLA) ~~of 1993~~ **including any subsequent updates to the law.**

### **Eligibility:**

Employees who have worked for the Town of Colchester for at least twelve (12) months and who have worked at least 1,250 actual hours during the twelve (12) months immediately preceding the start of a leave, are eligible for unpaid leave under the FMLA.

### **Reasons for Leave:**

Leaves under the FMLA may be taken for the following reasons:

1. ~~(a)~~ Birth and/or care of the employee's newborn child;
2. ~~(b)~~ The placement of a child with the employee by adoption or for foster care;
3. ~~(c)~~ To care for the employee's spouse, child or parent who has a serious health condition as defined by the federal Family and Medical Leave Act; or
4. ~~(d)~~ To care for the employee's own serious health condition defined by the federal Family and Medical Leave Act that renders the employee unable to perform the function of his or her position.

### **Length of Leave**

If a leave is requested for one of the above-listed reasons, each eligible employee may take up to a total of twelve (12) weeks unpaid family or medical leave in any 12-month entitlement period, **or 24 weeks within a two year period. Some exceptions do apply to the rule listed in the previous sentence, please consult Human Resources for details.** In appropriate circumstances, the Town may designate an absence as FMLA leave without a request from the employee.

The 12-month entitlement period for a family or medical leave is measured from the initial date of an employee's first leave under this policy.

### **Military Family Leave Entitlements**

**Eligible employees with a spouse, son, daughter, or parent on active duty or call to-active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave to address certain qualifying events. Qualifying events may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.**

**FMLA includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12)-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform their duties, for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.**

### **Types of FMLA Leave and Conditions:**

**Full-time unpaid leave** may be taken for any of the reasons permitted by the FMLA. Full-time leave excuses the employee from work for a period of time.

**Intermittent leave** means leave taken in separate periods of time, rather than for one continuous period of time. Examples of intermittent leave include leave taken one day per week over a period of a few months, or leave taken on an occasional / as-needed basis for medical appointments.

**Reduced schedule leave** is leave that reduces the employee's usual number of work hours per day for some period of time. For example, an employee may request half-time work for a number of weeks so the employee can assist in the care of a seriously ill parent.

An employee may take full-time, intermittent or reduced schedule leave whenever it is medically necessary for a serious health condition of the eligible employee, his or her spouse, child or parent. Intermittent leave or reduced schedule leave for other reasons will be permitted only with the approval of the First Selectman.

If intermittent or reduced schedule leave is medically necessary, the First Selectman may, in his/her sole discretion, temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates the type of leave requested.

### **Both Spouses Working for the Same Employer:**

If both spouses are employees of the Town of Colchester and request leave for the birth, placement of a child by adoption or for foster care, or to care for a seriously ill parent, they will be entitled to a maximum combined total leave equal to twelve (12) weeks in any 12-month entitlement period. ~~If either spouse (or both) uses a portion of the total 12-week entitlement for one of the purposes in the preceding sentence, each is entitled to the difference between the amount he or she has taken individually and the 12 weeks for FMLA leave for their own or their spouse's serious health condition in the 12-month entitlement periods.~~

### **Requests for Leave**

Requests for FMLA leaves must be submitted to the ~~Payroll Department~~ **Human Resources Office** at least thirty (30) days before the leave is to commence, if possible. If thirty-(30) days' notice is not possible, please submit your request as soon as practicable under the circumstances.

For leaves taken because of the employee's or a family member's serious health condition, the employee must submit a completed "Physician or Practitioner Certification" form before the leave begins if possible. This form may be obtained from the ~~Payroll Department~~ **Human Resources Office**. If such advance certification is not possible, the employee must provide the medical certification within fifteen (15) calendar days of the employer's request for the medical certification.

If an employee takes leave to care for their own serious health condition, immediately upon return to work, the employee must provide medical certification that the employee is able to perform the functions of the job. This certification must be submitted to the ~~Payroll Department~~ **Human Resources Office**.

### **Use of Unpaid Leave:**

The Town will require employees to use their paid time-off concurrently with FMLA leave and before they are listed as unpaid FMLA. An employee may request to keep one week of vacation leave and one week of sick leave unused if they desire. The amount of unpaid family or medical leave entitlement is reduced by the amount of paid leave that is substituted.

### **Medical Insurance and Other Benefits during leaves**

During approved ~~family and medical~~ leaves of absence, the Town of Colchester will continue to pay its portion of health and dental insurance premiums, and the employee must continue to pay ~~his/her~~ their share of the premium. Failure of the employee to pay ~~his/her~~ their share of the health insurance premium may result in loss of coverage. ~~If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the Town of Colchester for payment of health insurance premiums during the family and medical leave, unless the employee does not return because of "a serious health condition that prevents the employee from performing his/her job or other circumstances beyond the control of the employee.~~

During unpaid leave, the employee shall not accrue longevity, seniority, ~~pension~~ retirement benefits, sick leave, vacation leave or personal days. However, unused employment benefits accrued by the employee up to the day on which the leave begins will not be lost upon return to work. Leave taken under this policy does not constitute an absence under the Town of Colchester's attendance policy.

### **Reinstatement:**

Except for circumstances unrelated to the taking of family or medical leave, an employee who returns to work following the expiration of a family or medical leave is entitled to return to the job held prior to the leave or to an equivalent position with equivalent pay and benefits.

Questions regarding this policy or applicable state or federal laws should be directed to the Human Resources Office.

### **Leave of Absence Without Pay:**

A leave of absence without pay or other Town-provided benefits, not to exceed six (6) months in duration, may be granted for good cause to any employee at the discretion of the Board of Selectmen. A written request for an unpaid leave of absence must be submitted by the employee to his or her supervisor who will

direct such request to the Board of Selectmen for their consideration. Such requests must be submitted at least sixty (60) days in advance, except in emergencies. The Board of Selectmen shall have sole and complete discretion over the decision to grant or deny an employee's written request for an unpaid leave of absence.

### Worker's Compensation

Should you become ill or injured as a result of your job, you may be eligible for Worker's Compensation benefits. Any work related illness, injury, or accident (no matter how minor) must be reported immediately to your supervisor. Failing to immediately report an injury, accident, or illness may result in a delay or a rejection of worker's compensation benefits. Both you and your supervisor will be asked to complete an Accident Report Form. You will be directed to a local occupational healthcare provider to provide initial medical treatment and assessment for work related illness and injury. Questions regarding Worker's Compensation benefits should be directed to Human Resources. Employees will only receive the state-approved amount of Workers' Compensation pay after three (3) days out of work, if the claim is approved.

### Return To Work Policy (ADDED FROM CURRENT POLICY)

#### **RESPONSIBILITY**

~~The term "loss exposure", as applied to the workplace, is defined as the potential for accidents which result in illness or injury. Every employee of the Town of Colchester has a responsibility to minimize loss exposure as a factor in the work place by participating in quality improvement programs and strictly observing safety and standard operating policies and procedures.~~

#### **POLICY**

Employees of the Town of Colchester who are, or could be, on leave of absence from their duties as a result of a work related illness or injury or non-work related injury may be eligible for the Return-to-Work Program. ~~The medical care provider must certify that the employee may return to work with restrictions on physical requirements of the job in question, and those restrictions are not expected to last for more than 60 days.~~ Upon written certification, an employee may return to work with physical restrictions, and those restrictions are not expected to last for more than 60 days.

~~A restriction identifies a physical condition, which prevents an employee from performing the full scope of their job duties as outlined in their job description or as performed historically. There are two types of restrictions: temporary and permanent. Temporary restrictions are defined as those limitations placed on an injured employee by a physician which are of a relatively short duration (i.e., the employee is expected to fully recover and return to normal working conditions).~~

~~Permanent restrictions are defined as those limitations placed on an employee by a physician which are expected to be long term or from which recovery is not expected and which prevent the employee from performing the essential functions of the employee's position. Those employees who fall in this category are not eligible for participation in the Return-to-Work Program. They may elect to seek alternative employment, or file for a "reasonable accommodation" under the Americans with Disabilities Act.~~

~~When an employee is approved for participation in the Return-to-Work Program, primary consideration will be given to job placement within the employee's department and normal job duties. A secondary consideration will be alternative placement into another department or another assignment, which is within the same bargaining unit. A critical consideration is to place the injured employee in a position to perform productive work that is both useful to the Town of Colchester and achievable within the limits of the restrictions placed on the employee.~~

~~An employee participating in the Return-to-Work Program is subject to all rules, regulations, standards, policies and procedures of the Town of Colchester. The terms and conditions contained in this policy do not supersede the terms and conditions in any collective bargaining agreement entered into by the Town. If any provision of this policy is in conflict with any federal and/or state law, such legal provisions shall prevail. The Town shall honor the confidentiality rights of the employee, as set forth in applicable law.~~

~~Each situation will stand on its own merits. An Employee Return-to-Work Form, completed by a physician, noting an employee's restrictions, will be evaluated by department supervisor to determine whether or not an employee is able to return to their assigned position. The department supervisor will then forward their recommendation with appropriate documentation to the injured employee's department head for final determination.~~

If an employee is approved for the Return-to-Work Program, they shall be provided tasks which fall within the physical restrictions identified by the treating physician. In no case will an employee authorized to participate in the Return-to-Work Program be placed in an area that will pose a health or safety risk to the Town of Colchester, other staff, or themselves.

#### **IV. GENERAL GUIDELINES**

## Employee Responsibilities

The Town of Colchester has always maintained the highest standards of public service. Therefore, in all dealings with the public, and with each other, all Town employees are expected to act in a professional manner at all times. This also applies whenever they are conducting Town business or otherwise representing the Town. With the foregoing in mind, the Town has developed policies and rules for the benefit of the Town and its employees.

Some of the policies have already been outlined earlier in ~~the policy statement~~ **this employee handbook**. Others are contained in the following list. ~~All employees are encouraged to read this list of actions and to understand it fully.~~ This list is not exhaustive, is subject to change, and is designed only to provide examples of misconduct, which can lead to disciplinary action. If any one of these actions, ~~or any one of the~~ previously mentioned actions, or any other similar action, is taken by any employee, it can result in disciplinary action, up to and including dismissal. In each case, the level of discipline will depend upon the severity of the conduct in question in light of all relevant circumstances with the ultimate decision to be made in the Town's sole discretion.

1. Improper or unprofessional treatment of a fellow employee or member of the public.
2. Failing to follow instructions of, or to perform work requested by, a supervisor ~~o manager~~ (or other insubordinate action).
3. Failing to meet a Town measure or standard of efficiency and/or productivity.
4. Failure to work assigned overtime.
5. Unauthorized or excessive absences (including late arrival and early departure) from work.
6. Sleeping while on Town property or during the time in which the employee is supposed to be working, **unless authorized by the department supervisor.**
7. Abusing, wasting or stealing Town property, or the property of any Town employee or non-employee.
8. Removing Town property or records without written authorization.
9. Falsifying an employee's employment application or other personnel records.
10. Falsifying Town reports or records (including time sheets and mileage reimbursements).
11. **Failure to obey safety rules.**
12. **Harassing other employees.**
13. **Use of abusive, threatening, or derogatory language.**
14. Violating the law.
15. Fighting or starting a disturbance on Town premises, or while performing job duties, including, but not limited to, assaulting or intimidating a Town employee or member of the public.
16. Unauthorized possession of firearms, weapons, dangerous instruments, or dangerous substances.



17. Reporting to work in a condition unfit to perform the employee's duties, including reporting to work under the influence of illegal drugs or controlled substances or alcohol or consuming, possessing, dispensing or selling such materials on Town premises and/or while on duty.
18. Smoking, eating or drinking in prohibited areas.
19. Violating a Town safety rule or practice, or creating or contributing to unhealthy or unsanitary conditions.
20. Engaging in conduct which creates, or appears to create, a conflict with the interest of the Town, including, but not limited to, soliciting and/or taking money or gifts or favors in connection with the employee's performance of regular job duties.
21. Disclosing confidential Town information without authorization.
- ~~22. Using profanity towards others~~
23. Neglect of duty.
24. Using Town facilities after normal working hours without authorization.
25. Interfering with, obstructing, or otherwise hindering the production or work performance of another employee.
26. Originating or spreading false statements concerning employees or the Town.
27. Engaging in immoral or indecent conduct on Town property.
28. Using any piece of equipment or property of the Town without being authorized to do so.
29. Violating any Town policy on fair treatment, equal opportunity, or nondiscrimination.
30. Unsatisfactory work performance.
31. Any conduct which is determined by the First Selectman to be detrimental or contrary to the goals or best interest of the Town.

## **Dress Code**

**Town employees should exercise their best judgment when selecting outfits that are appropriate for work. Proper attire for town hall employees is regularly considered, "business casual," but may require more formal attire when dealing with scheduled meetings, conferences, interviews, etc.**

**Business dress is required when testifying or meeting public officials at the General Assembly or as required by the First Selectman at his/her discretion.**

**Department heads can approve jeans or other attire for employees when they are working in the field. Employees are encouraged to use their best judgment regarding dress upon returning to work from the field. If jeans are worn upon return to work, such jeans shall not be visibly dirty or ripped, as to present unprofessional attire.**

## **Employment of Relatives**

It is the goal of the Town of Colchester to avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur. Members of an employee's immediate family will be considered for employment by the Town of Colchester, provided that the applicants possess all the qualifications required for the available position for which employment is sought. Immediate family members of an employee may not be hired, however, if a direct or indirect supervisory/subordinate relationship with the current employee would be created by the employment of such an applicant.

For purposes of this policy, "immediate family" shall include a current employee's spouse, brother, sister, parents, children, stepchildren, son/daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, uncle, aunt, niece, nephew and any other relative who is a member of the current employee's household.

### **Confidentiality**

Employees of the Town may learn confidential information of one type or another during the course of their employment. During and after employment with the Town, confidential information may not be shared with any non-employee of the Town and may only be shared with the Town's employees on a strict need-to-know basis. If an employee violates this policy, disciplinary action will be taken against such employee, up to and including immediate discharge.

### **Expense Reimbursement**

Employees who are required to use their personal vehicles for official Town business are reimbursed for such travel at the ~~rate of thirty-two cents (\$0.32) per mile.~~ **current IRS mileage reimbursement rate.** All reimbursable travel must have prior authorization of your supervisor. To be eligible for reimbursement, the employee must submit a written record of travel expenditures to his or her supervisor ~~within ten (10) working days of the date of the employee's reimbursable travel~~ **for approval on a monthly basis.**

### **No Smoking**

~~The Town of Colchester is committed to the well-being of our employees. Smoke related diseases are among the leading causes of death and illness in this country. By providing a smoke-free environment we hope to reduce the risk of smoke-related illnesses.~~

~~Therefore,~~ In accordance with Connecticut State law, Sec. 31-40q, ~~the Town of Colchester has decided to declare its entire workplace as "Smoke Free."~~ **Colchester town buildings and facilities are "smoke free."** The burning of tobacco products **within town facilities** is expressly prohibited, including cigars, cigarettes, pipe tobacco or any other matter or substance containing tobacco.

Those employees who continue to smoke tobacco products may do so outside of the workplace outside of the buildings. ~~At Town Hall it would be outside of the building at the side entrances.~~ Employees choosing to smoke may do so only in their allotted break time. Excessive time away from work duties for the purpose of smoking will not be tolerated and may result in disciplinary action.

### **Care of Personal Belongings**

**Your personal belongings are your responsibility at all times. The Town's insurance does not cover loss of personal belongings or monies. Employees should use considerable care to safely store personal belongings and valuables while at work.**

### **Inclement Weather**

**Town Hall will remain open during inclement weather unless the severity of conditions prohibits remaining open. Employees should make every reasonable effort to get to work, or continue working if already present, unless otherwise notified. In the event that Town Hall closes, we will make every effort to have the details concerning the closing announced in a pre-determined manner. Employees are urged to contact their immediate supervisor if they are uncertain about operation. If operations are canceled after a shift has started, hourly employees will be paid for the time worked. If there is an early dismissal, non-exempt employees will be paid through the official release time.**

### **Acceptable Computer Network and Office Equipment Use (ADDED FROM CURRENT POLICY)**

**The use of electronic communications and Internet access is intended for official town business and may not be used for personal business unless approved by the First Selectman. All information and communication on the Town of Colchester's computer network(s) are the property of the Town of Colchester.**

**Electronic communications includes but is not limited to computers, electronic mail (E-mail), electronic bulletin boards, listservs, internet use, facsimile, telephones, cell phones, pagers, voice mail, radios, walkie talkies, personal digital assistants, television, and communications infrastructure.**