

THE MATTABASSETT DISTRICT

Memorandum

Date:	October 14, 2020	Subject:	October 13, 2020 Human Resources Committee Meeting Minutes
To:	Board of Directors	From:	Human Resources Committee, and Arthur G. Simonian, Executive Director

AGS

The Human Resources Committee met Tuesday, October 13, 2020 at The District Offices at 245 Main Street, Cromwell, Connecticut.

The Chair, Gerald Daley called the meeting to order at 5:45 PM. In addition to the Chair, present were Committee Members – Mary Marrocco and Doug Sienna, present remotely were Committee Members – Tonilynn Collins and Jim Fallon. Also, present were Board Chairman – John Dunham and Executive Director – Arthur Simonian. There was a quorum. Joseph Samolis was absent.

Following is a summary of the October 13th Human Resources Meeting:

The following is a summary of the meeting:

1) Union Agreement Hourly, Union Agreement Supervisors, Personnel Policy Non-Bargaining Unit and Executive Director’s Annual Evaluation –

Mr. Daley moved Mr. Sienna seconded, and the committee approved unanimously to go into Executive Session at 5:46 PM with John Dunham and Art Simonian to discuss the Union Agreement Hourly, Union Agreement Supervisors, Personnel Policy Non-Bargaining Unit, the Executive Director’s Annual Evaluation and personnel matters.

Mr. Daley moved Ms. Collins seconded, and the committee approved unanimously to come out of Executive Session at 6:40 PM.

2) Mr. Sienna moved, Ms. Marrocco seconded, and the committee approved unanimously:

MOTION: The Human Resources Committee approves and recommends approval to the Board Directors regarding contract terms and benefits for the Hourly Bargaining Unit contract for the period of July 1, 2020 to June 30, 2024.

3) Mr. Sienna moved, Ms. Marrocco seconded, and the committee approved unanimously:

MOTION: The Human Resources Committee approves and recommends approval to the Board Directors regarding contract terms and benefits for the Supervisor’s Bargaining Unit contract for the period of July 1, 2020 to June 30, 2024.

- 4) Ms. Collins moved, Ms. Marrocco seconded, and the committee approved unanimously:**

MOTION: The Human Resources Committee approves and recommends approval to the Board Directors of the Non-Bargaining Employee Personnel Policy and salary schedule from July 1, 2020 to June 30, 2024 with the following changes: Remove the additional vacation time, cost sharing and add additional medical insurance contribution, consistent with the Hourly Bargaining Unit Agreement.

- 5) Ms. Collins moved, Mr. Sienna seconded, and the committee approved unanimously:**

MOTION: Based on the excellent review by The Board of Directors' and Committee, the Human Resources approves and recommends approval to the Board Directors the Executive Director's contract extension for the period, July 1, 2020 through June 30, 2021, as shown on the attached Second Amendment and Extension.

Adjournment:

Mr. Sienna moved and the committee approved unanimously to adjourn at 6:46 PM.

EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT

SECOND AMENDMENT AND EXTENSION

THIS SECOND AMENDMENT AND EXTENSION (the "Second Amendment"), to the EXECUTIVE DIRECTOR EMPLOYMENT CONTRACT dated April 29, 2015 ("Contract"), made, entered and effective this 19th day of October, 2020, by and between **The Mattabassett District**, a public entity and body politic established by special act and governed by charter and constituting a Connecticut municipal corporation with a principal office and place of business at 245 Main Street, Cromwell, Connecticut (hereafter, the "District") and **Arthur G. Simonian, P.E.** now of 72 Westview Terrace, Farmington, Connecticut (hereafter the "Executive Director").

NOW, THEREFORE, on the mutually acceptable and negotiated terms and conditions expressed herein, the District and Executive Director agree as follows:

1.0 Reaffirmation of Agreement:
Amendment shall remain in effect unless expressly amended and modified by the District and Executive Director and confirm all the terms and conditions of the Contract and Extension. Should the District make any extension(s) and changes to the Contract, these changes will be added to the Contract and Executive Director agrees to accept these benefits and other compensation as a part of the Contract.

For your approval
① OK for Board meeting.
ATG

2.0 Modifications to Contract:
Following changes, addition and deletion of 'B':

as provided by this First Amendment, which has not lapsed or expired, and I hereby ratify and confirm the terms and conditions of this Contract and any future amendments made by the Executive Director, and the District agrees to accept the salary, fringe benefits and other compensation as set forth in Schedule B to the Contract and incorporated herein.

I hereby consent to the amendments to the Contract, Schedule B and

Section 3. **Term.** (A.) With this addendum the Contract, executed May 8, 2015, is hereby extended under Section 8 (C) until June 30, 2021, otherwise the Contract (A.) remains unchanged. Notwithstanding this extension the parties agree that salary and fringe benefits shall be negotiated for each subsequent year.

Section 4. **Compensation.** (A.) is amended to add:
Between July 1, 2020 to June 30, 2021, the Executive Director's salary shall be \$149,519, as recommended by Human Resources Committee and approved by the Board on October 19, 2020.

Section 5. **Fringe Benefits.** Section 5 (A) is amended by deleting the present 5(A) and replacing with the following:

Subject to the availability of such coverage, the District shall make available to the Executive Director Group Life Insurance of \$1,000,000 principal coverage during the period of his employment with the District. The District shall pay the premium for the Group Life Insurance up to a maximum of \$2400 per year; any excess premium will be paid by the Executive Director.

Section 5. **Fringe Benefits.** Section 5(F) (ii) is deleted and replaced with the following:

The District previously authorized an automobile to undertake and further the District's business and for incidental personal usage, subject to written policies established by the District for vehicle usage, which may be modified and changed from time to time in the sole discretion of the Board.

Section 5. **Fringe Benefits.** A new Section 5 (G.) 457 Plan.is added as follows:

Effective, July 1, 2020, the Executive Director shall receive a \$2,500 contribution towards his 457A Plan administered by the District in addition to any amount the Executive Director elects to contribute up to the maximum allowed under the plan.

- 3.0 Integration. The Contract as amended and modified by this First Amendment is intended by the parties as a final and complete expression of the terms and conditions of their Agreement. No amendment, modification, supplement, further extension, consent, or waiver of or to any provision of the Contract as amended and modified by this First Amendment nor any consent to any, departure therefrom shall in any event be effective unless the same shall be in writing and signed by or on behalf of each party. Any waiver of any provision of this First Amendment, or any consent to any departure from the terms of any provisions of this First Amendment, shall be effective only in the specific instance and for the specific purpose for which given.
- 4.0 Successors and Assigns. The Contract as amended and modified by this First Amendment is binding upon and inures to the benefit of the parties, their heirs, successors and assigns. The Contract as amended shall be interpreted and construed under the laws of the state of Connecticut.
- 5.0 Severability. The provisions of the Contract as amended and modified by this First Amendment are independent of and separable from each other. If any provision shall for any reason be held invalid or unenforceable, it is the intent of the parties that such invalidity or unenforceability shall not affect the validity or enforceability of any other provision, and that the Contract as amended and modified by this First Amendment shall be construed as if such invalid or unenforceable provision had never been incorporated.

- 6.0 Counterparts. This First Amendment may be executed and delivered in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute but one and the same agreement. Delivery of an executed signature page to this First Amendment by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this First Amendment.
- 7.0 Headings. Article and Section headings are included for convenience only and do not define, limit, or describe the scope of the provisions.

IN WITNESS WHEREOF, this First Amendment has been duly executed by the District through its duly authorized officer, and the Executive Director individually, and both parties have hereunto set their hands and seals this 19th day of October, 2020.

Signed, Sealed and Delivered
in the presence of:

**THE MATTABASSETT DISTRICT
“DISTRICT,”**

BY:

John S. Dunham, P.E.
Its Duly Authorized Board Chairperson

“EXECUTIVE DIRECTOR”

Arthur G. Simonian, P.E.