

**PERSONNEL, PENSION AND INSURANCE COMMITTEE
SPECIAL MEETING**

The Metropolitan District
555 Main Street, Hartford
Wednesday, February 17, 2016

Present: Commissioners Daniel Camilliere, Donald Currey, Joseph Klett, Kathleen J. Kowalyshyn, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella (7)

Absent: Commissioners Timothy Curtis, Byron Lester, Maureen Magnan and J. Lawrence Price (4)

Also

Present: Scott W. Jellison, Chief Executive Officer
John M. Zinzarella, Deputy CEO, Business Services
Christopher R. Stone, Assistant District Counsel
John S. Mirtle, District Clerk
Rob Constable, Director of Finance
Sue Negrelli, Director of Engineering
Robert Schwarm, Director of Information Technology
Kelly Shane, Director of Procurement
Robert Zaik, Manager of Labor Relations
Kerry E. Martin, Assistant to the Chief Executive Officer
Cynthia A. Nadolny, Executive Assistant

CALL TO ORDER

Vice Chairman Sweezy called the meeting to order at 4:04 PM

PUBLIC COMMENTS RELATIVE TO AGENDA ITEMS

Donna Landerman of Bloomfield spoke regarding the CEO Contract Renewal.

APPROVAL OF MINUTES

On motion made by District Chairman DiBella and duly seconded, the meeting minutes of December 14, 2015 were approved.

**JOB CLASSIFICATION REVISION
BILLING ANALYST**

TO: Personnel, Pension and Insurance Committee for consideration on February 17, 2016

Staff is recommending that the Classification Plan be amended to include the revised position of *Billing Analyst* with a proposed value of EE-13 (annual range \$83,175.53 – \$108,129.19). The position will provide professional level work maintaining the Metropolitan District's accounting system with respect to billing processes. The position will assist in developing billing processes and procedures and analyzing billing data.

A thorough review of this position was conducted prior to advancing this recommendation for action.

Therefore, staff is recommending that the classification system be amended to reflect the modification of the *Billing Analyst* position and assign the classification a value of EE-13.

It is therefore **RECOMMENDED** that it be:

VOTED: That the Personnel Pension and Insurance Committee recommend to the District Board passage of the following resolution:

RESOLVED: That the classification system be amended to reflect the modification of the *Billing Analyst* position and assign this classification a value of EE-13.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer

METROPOLITAN DISTRICT COMMISSION CLASSIFICATION DESCRIPTION

CLASSIFICATION TITLE: BILLING ANALYST

JOB SUMMARY

The purpose of this classification is to perform professional level work maintaining the Metropolitan District's accounting system with respect to billing processes. The position will assist in developing billing processes and procedures and analyzing billing data.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- Designs, implements and oversees billing procedures and processes. Plans and implements internal controls and quality assurances for billing processes. Works in a cross-functional capacity to ensure best practices are followed.
- Acts as a liaison to stakeholders regarding billing rates and billing details.

- Ensures the accuracy and timeliness of the billing processes for the District. Reviews and analyzes billing.
- Performs analysis of billing effectiveness and recommends and implements improvements to the billing system.
- Documents all processes. Monitors and responds to changes in billing requirements.
- May oversee the work of other employees in the billing group.
- Performs other related duties as required.

SUPERVISION RECEIVED

Works under the general direction of the Controller.

MINIMUM QUALIFICATIONS

Bachelor's degree in accounting or closely related field; supplemented by minimum five (5) years previous experience and/or training that includes billing process development and financial analysis, including two (2) years of supervisory and/or managerial experience. [Additional years of service and experience in the utility industry can be used as a replacement for the degree requirement.](#)

Experience with SAP/ERP Systems preferred.

SPECIAL REQUIREMENTS

None.

PERFORMANCE APTITUDES (KNOWLEDGE, SKILLS, AND ABILITIES)

Data Utilization: Requires the ability to coordinate, manage, strategize, and/or correlate data and/or information. Includes exercise of judgment in determining time, place and/or sequence of operations. Includes referencing data analyses to determine necessity for revision of organizational components.

Human Interaction: Requires the ability to function in a supervisory/managerial capacity for a group of workers. Includes the ability to make decisions on procedural and technical levels and communicate processes to others company wide.

Equipment, Machinery, Tools, and Materials Utilization: Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

Verbal Aptitude: Requires the ability to utilize a wide variety of reference, descriptive, advisory and/or design data and information.

Mathematical Aptitude: Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, profit and loss, ratio and proportion; may include ability to calculate surface areas, volumes, weights, and measures.

Functional Reasoning: Requires the ability to apply principles of logical or synthesis functions. Ability to deal with several concrete and abstract variables, and to analyze major problems that require complex planning for interrelated activities that can span one or several work units.

Situational Reasoning: Requires the ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or set of programs.

ADA COMPLIANCE

Physical Ability: Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Sensory Requirements: Some tasks require the ability to perceive and discriminate sounds, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Tasks are regularly performed without exposure to adverse environmental conditions.

The Metropolitan District Commission is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Commission will provide accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Commissioner Currey moved to amend the resolution. There was no second.

On motion made by Commissioner Camilliere and duly seconded, the resolution was adopted by majority vote of those present.

Commissioner Currey opposed.

PETITION FOR DISABILITY RETIREMENT

EXECUTIVE SESSION

At 4:13 P.M., Vice Chairman Sweezy requested an executive session to discuss a petition for disability retirement for Mr. Leon Wang.

On motion made by Commissioner Camilliere and duly seconded, the Personnel, Pension & Insurance Committee entered into executive session to discuss a petition for disability retirement for Mr. Leon Wang.

Those in attendance during the executive session:

Commissioners Daniel Camilliere, Donald Currey, Joseph Klett, Kathleen J. Kowalyshyn, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella Attorney Christopher R. Stone; Scott W. Jellison and John M. Zinzarella; Robert Zaik.

RECONVENE

At 4:16 P.M., Vice Chairman Sweezy requested to come out of executive session and on motion made by Commissioner Salemi and duly seconded, the Committee came out of executive session and reconvened. No formal action was taken.

TO: Personnel, Pension and Insurance Committee for consideration on February 17, 2016

Pursuant to Section G 1 b. of the General Ordinances, we are recommending that the Personnel, Pension and Insurance Committee approve a Disability Retirement effective August 1, 2015, for Mr. Leon Wang. We have received the employee's written petition for consideration under the Disability Retirement provision. The employee's doctors have provided adequate medical information to support the condition that the employee is permanently disabled and cannot engage in any gainful occupation or employment. The medical condition was confirmed by the District's doctor.

A thorough review of this petition was conducted prior to advancing this recommendation for action.

Therefore, staff is recommending that the employee's petition for disability retirement be approved by this Committee.

It is therefore **RECOMMENDED** that it be:

VOTED: That the Personnel Pension and Insurance Committee recommend to the District Board passage of the following resolution:

RESOLVED: That effective March 1, 2016, Mr. Leon Wang shall be approved for a Disability Retirement pursuant to the terms and conditions of the General Ordinances of the Metropolitan District Commission.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer

On motion made by Commissioner Currey and duly seconded, the resolution was adopted by unanimous vote of those present.

CEO CONTRACT

EXECUTIVE SESSION

At 4:17 P.M., Vice Chairman Sweezy requested an executive session to discuss the CEO Contract.

On motion made by Commissioner Currey and duly seconded, the Personnel, Pension & Insurance Committee entered into executive session to discuss the CEO Contract.

Those in attendance during the executive session:

Commissioners Daniel Camilliere, Donald Currey, Joseph Klett, Kathleen J. Kowalyshyn, Pasquale J. Salemi, Raymond Sweezy and District Chairman William A. DiBella Attorney Christopher R. Stone.

RECONVENE

At 4:31 P.M., Vice Chairman Sweezy requested to come out of executive session and on motion made by District Chairman DiBella and duly seconded, the Committee came out of executive session and reconvened. No formal action was taken.

TO: Personnel, Pension and Insurance Committee for consideration on February 17, 2016

THEREFORE, BE IT RESOLVED THAT:

The Personnel, Pension and insurance Committee of the Metropolitan District hereby recommends to the District Board that said Board approve and authorize the District Chairman to execute, on its behalf, the First Amendment to Employment Contract amending the Employment Contract dated February 1, 2015 by and between the District and its Chief Executive Officer, Scott W. Jellison, as attached hereto and incorporated by reference herein.

Respectfully Submitted,

Scott W. Jellison
Chief Executive Officer

FIRST AMENDMENT TO EMPLOYMENT CONTRACT

This First Amendment, as specifically provided for herein, to a certain Employment Contract dated February 1, 2015, by and between the Metropolitan District, a specially chartered municipal corporation with offices located at 555 Main Street, Hartford, Connecticut ("District"), acting herein through its Chairman William A. DiBella, duly authorized by resolution of the District at its meeting of _____, 2016, and Scott W. Jellison, Chief Executive Officer of the District ("CEO") provides as follows:

WHEREAS, by agreement dated February 1, 2015, the District and CEO entered into an employment agreement ("Employment Contract") whereby the District hired the CEO to serve as the chief executive officer of the District from February 1, 2015 through January 31, 2016, subject to certain terms, conditions and undertakings as provided therein; and

WHEREAS, the District and CEO desire to amend the Employment Contract to extend its term and modify the compensation provision as it relates to the number of years of credited service included in the CEO's District pension;

NOW THEREFORE, in exchange for the mutual undertakings and obligation set forth herein, and for other valuable consideration, the District and the CEO hereby agree to modify the Employment Contract as follows:

1. **Effective January 1, 2016, Section 3 of this Employment Contract is deleted, and replaced with the following:**
 3. **Term**: The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2018, unless sooner terminated pursuant to Paragraph 7 below. Further, on each anniversary date of the term of this Agreement, and absent

contrary action by the Board of Commissioners of the District (District Board) prior to December 31st of each contract year, the term of this Agreement shall be extended for an additional year; as such, absent contrary action by the District Board, upon each anniversary date, the term of this Agreement shall be three (3) years.

2. **Effective January 1, 2016, Section 4 of this Employment Agreement is deleted, and replaced with the following:**

4. **Compensation:**

- a. For services rendered by the CEO under this Agreement, the CEO shall be compensated at an annual salary of \$301,394.07, payable on a weekly basis in arrears and subject to all payroll deductions required by law. Nothing in this Agreement shall be construed as requiring increases to CEO's salary during the term of this Agreement or any extension or renewal thereof. Notwithstanding the foregoing, the CEO's salary shall be increased by any cost of living adjustment authorized by the District Board during the term of this Agreement for other executive level staff of the District.

During the term of this Agreement, the CEO may be reimbursed for reasonable and authorized business expenses incurred in connection with his employment, as approved by the District and subject to such requirements with respect to substantiation and documentation as may be specified by the District or the Internal Revenue Service.

- b. As additional compensation, and subject to the limitations set forth below, the District shall credit the CEO with one (1) additional year of credited service for each year of credited service he earns on or after January 1, 2015, up to a maximum of ten (10) additional years of credited service ("Additional Years of Credited Service"). On or before March 1, 2016, the District shall amend the District's retirement plan to

incorporate such provisions as are necessary to effectuate this aspect of the CEO's compensation.

Notwithstanding the vesting provisions of the retirement plan, if either of the following events occurs on or before December 31, 2024, then: (i) the portion of the accrued benefit of the CEO under the retirement plan which is attributable to the Additional Years of Credited Service credited to the CEO under the preceding paragraph shall be forfeited; and (ii) the Additional Years of Credited Service credited to the CEO under the preceding paragraph shall not be taken into account for purposes of determining whether the sum of his age and years of credited service for purposes of the "Rule of 85" definition of normal retirement date under the retirement plan equals eighty-five (85):

- (i) the CEO voluntarily elects to terminate his employment by providing the District with at least one hundred (100) calendar days' prior notice of termination, as permitted by Section 7(A)(i) of the Employment Contract; or
- (ii) the District terminates the CEO for "just cause" (as defined in Section 7(B) of the Employment Contract), as permitted by Section 7(A)(iii) of the Employment Contract.

However, notwithstanding the provisions of this subsection (b) relating to the forfeiture of the portion of the accrued benefit of the CEO which is attributable to the Additional Years of Credited Service credited to the CEO under this subsection (b), such portion of his accrued benefit which is accrued to the date of his sixty-fifth (65th) birthday shall become vested and nonforfeitable upon such date, as required by the terms of the retirement plan. In addition, upon the termination or partial termination of the retirement

plan or the complete discontinuance of contributions to the retirement plan, the portion of the accrued benefit of the CEO which is attributable to the Additional Years of Credited Service credited to the CEO under this subsection (b) and which is accrued to the date of such termination or partial termination or complete discontinuance of contributions shall become vested and nonforfeitable, to the extent funded as of such date, as required by the terms of the retirement plan.

In all other respects, unless specifically modified herein, the Employment Agreement, and terms and conditions set forth therein, remain in full force and effect.

In witness hereof, the parties have hereunto signed this Agreement this ___ day of _____, 2016.

The Metropolitan District

William A. DiBella

Scott W. Jellison

Approved as to form and content:

R. Bartley Halloran, Esq.
District Counsel
Dated: _____

On motion made by District Chairman DiBella and duly seconded, the resolution was adopted by unanimous vote of those present.

ADJOURNMENT

The meeting was adjourned at 4:31 PM

ATTEST:

John S. Mirtle, Esq.
District Clerk

Date Approved