TOWN COUNCIL AGENDA

COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"

50 Chapman Place

EAST HARTFORD, CONNECTICUT

January 17, 2023

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This Town Council meeting is accessible through **"Microsoft Teams"** **929-235-8441**
**Conference ID: 793 028 312# or** Click here to join the meeting

Pledge of Allegiance 7:30 p.m.

1. CALL TO ORDER

2. AMENDMENTS TO AGENDA

3. RECOGNITIONS AND AWARDS

4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
   - A. Other Elected Officials
   - B. Other Residents
   - C. Mayor

5. APPROVAL OF MINUTES
   - A. January 3, 2023 Public Hearing
   - B. January 3, 2023 Regular Meeting

6. COMMUNICATIONS AND PETITIONS
   - A. Bulky Waste, Transfer Station and Recycling Report from Department of Public Works
   - B. Annual Energy Use Summary from Bay State Consultants
   - C. Resignation/s from Boards and Commissions

7. OLD BUSINESS

8. NEW BUSINESS
   - A. Approval of Collective Bargaining Agreement Between the Town of East Hartford and Local 1548 International Association of Fire Fighters, AFL-CIO
   - B. Tax Policy Committee- Council Acting as Committee of the Whole Re: Tax Incentive for National Development Project at Rentschler Field
   - C. Bid Waivers: Fire Department
     1. Narcotic Electronic Storage Vault
     2. Replenishment Station
   - D. Bid Waiver: Plowing Services
   - E. Resolution Re: Authorization for Receipt of Grant Funds from Capital Workforce Partners for Summer Youth Employment and Learning Program

F. Resolution: Office of Policy and Management Neglected Cemeteries Grant Program
G. Resolution: CT Department of Public Health Epidemiology and Laboratory Capacity Supplement (ELC2) Program
H. Referral to Personnel and Pensions Subcommittee Re: Police Records Clerk Job Descriptions (levels I and II)
I. Recommendations from Personnel and Pensions Subcommittee Re: Job Descriptions for Deputy Finance Director and Real and Personal Property Assistant
J. Referral to Real Estate Acquisition and Disposition Committee Re: Classification of Rosenthal Street as a Town Road
K. Referral to Fees Committee Re: Permit Fee Reduction at 1-36 Jaidee Drive (Easton Place)
L. Revised FY2023-24 Budget Workshop Schedule
M. Appointments/Reappointments: Boards and Commissions

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

11. OPPORTUNITY FOR RESIDENTS TO SPEAK
A. Other Elected Officials
B. Other Residents
C. Mayor

12. ADJOURNMENT (next meeting: February 7, 2023 at Community Cultural Center)

COMMUNITY CULTURAL CENTER AUDITORIUM/MICROSOFT "TEAMS"

50 CHAPMAN PLACE

EAST HARTFORD, CONNECTICUT

January 3, 2023

PUBLIC HEARING- Salaries of Elected Officials as recommended by the Ordinance Committee

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson (via Teams), Minority Leader John Morrison, Councillors Angie Parkinson, Awet Tsegai, Thomas Rup, Travis Simpson and Harry O. Amadasun, Jr.

The following is a copy of the legal notice published in the East Hartford Gazette on Thursday, December 22, 2022

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LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on January 3, 2023 at 7:15 p.m. at the Community Cultural Center Auditorium, 50 Chapman Place, East Hartford, Connecticut and via Microsoft Teams to hear public comment on Sections 2-3 and 2-3b of the East Hartford Code of Ordinances regarding the Salaries of Elected Officials.

Any person(s) wishing to express an opinion on this matter may do so at this meeting.

Jason Marshall
Town Council Clerk

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Chair Kehoe called the public hearing to order at 7:15 pm.

The Chair stated that the purpose of this meeting is to hear public comment regarding the recently approved draft of the Salaries of Elected Officials ordinance from the Ordinance Committee. The proposed changes would accelerate recent changes to the salaries of the registrars of voters by increasing the salary by $2,000 annually for the next two years so the salary rises from $28,000 to $32,000. The proposal would increase the deputy registrar salary by $1,000 per year for the next two years. The proposed increases recognize the rising responsibilities of the registrars and ensuring that the town can attract qualified candidates to continue the great work of the office in conducting voter registration and elections.

With regard to the mayor's salary, the Chair explained that historically the Town Council has increased the salary by the cost of living for the two years since the last increase. The proposed increase of the Mayor's salary would be from the current $103,000 to

$104,000 in November 2023 and then to $107,000 the following year. Given the cost of living adjustments (COLA) for 2021 and 2022 were significantly higher than normal, the committee had agreed to adopt a formula used by the council in the past where the salary increase would reflect approximately 50% of the COLA increase.

No one came forward to speak.

ADJOURNMENT

MOTION By John Morrison
seconded by Don Bell

to adjourn at 7:22 pm

Motion carried 9/0.

Attest_____
Jason Marshall
Town Council Clerk

EAST HARTFORD TOWN COUNCIL

COMMUNITY CULTURAL CENTER AUDITORIUM

January 3, 2023

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Majority Leader Sebrina Wilson (via Teams), Minority Leader John Morrison, Councillors Angela Parkinson, Awet Tsegai, Travis Simpson, Thomas Rup and Harry Amadasun, Jr.

ABSENT

ALSO PRESENT Mayor Michael P. Walsh
Connor Martin, Chief of Staff
Laurence Burnsed, Director of Health and Social Services
Ted Fravel, Director of Parks and Recreation

## CALL TO ORDER

Chair Kehoe called the meeting to order at 7:35 pm. The Chair stated that this meeting was also available to the public through the "Teams" platform. The Chair acknowledged that this meeting is the first at the Community Cultural Center; which is where Council's meetings will be held for the foreseeable future during the renovations of Town Hall.

The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the Pledge of Allegiance.

## AMENDMENTS TO THE AGENDA

## RECOGNITIONS AND AWARDS

## OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

### Mayor Walsh

- wished all a good evening and Happy New Year;
- noted the first Volunteer Corps Meeting was held this evening at CCC and was well attended. Over 100 members of the community have signed up for the program;
- All American Waste crews will be picking up Christmas trees for disposal through Friday, January 13, 2023, weather-permitting;
- Former Assistant Corporation Counsel Rich Gentile has been elected as Probate Judge and has started his new role. Attorney Robert Fitzgerald has been appointed to replace Mr. Gentile;
- The Planning and Zoning Commission will be holding a hybrid teleconference public hearing for adoption of the revised Zoning Regulations on Wednesday, January 11th at 7:00 PM in the CCC Auditorium at 50 Chapman Place;
- IRS-certified Volunteer Income Tax Assistance (VITA) volunteers from the United Way of Central and Northeastern Connecticut will be at Raymond Library on Sundays from 1 pm to 4:30 pm, beginning February 5, 2023 through April 2, 2023.

Registration is required. The AARP also has appointments available through the Senior Center;

- reminded all that Town Hall will officially close to the public effective January 5th. The Town Clerk's Office will operate out of a trailer located in front of Town Hall. All other Town Departments previously located at Town Hall will be operational from the Community Cultural Center as of January 9th;
- announced the establishment of a new parking ban alert system to enhance the level of communication during snow storms. Residents will see a blue blinking light on light poles across town when parking ban is in place;
- Spring 2023 semester at East Hartford Adult Education registration will be held Jan 3,4,5 and Jan 10, 11, 12 from 10 AM - 2 PM at the Raymond Library and 4-6:30 PM at East Hartford High School;
- Town Offices will be closed on Monday January 16th in observance of Martin Luther King Jr. Day;
- the 30th Annual Brian Aselton Snow Dash will occur on Sunday, January 8 at 1:30 PM at Langford School (61 Alps Drive);
- Adult Aqua Zumba will begin on Monday, January 9 and occur on Monday and Thursday evenings from 5:30 pm – 6:30 pm at the East Hartford Middle School pool. Adult Zumba and Yogalates will begin on Tuesday, January 10 and occur on Tuesday and Thursday evenings at the Sunset Ridge Middle School Gymnasium;
- registration is now available for the Town's Special Olympics Winter sports. Returning and new athletes can now register online at www.ehparks.org;
- Adult Open Basketball will be held at Goodwin Elementary School, Monday and Thursday nights through March 9th;
- "Propel East Hartford" is a stream of programs and services for people who want to make a difference in East Hartford. Residents can join the mailing list by contacting the Library;
- A virtual program "Decluttering with Konmari" will be hosted January 16th from 6:30-7:30 p.m.
- Welcome Center open hours continue on every third Tuesday of the month at the Library at 6:30 pm;
- January is National Blood Donor Month and Cervical Cancer Awareness Month. Resources are available through the town Health Department;
- Hartford Healthcare's digital mobile mammography van is coming to the Raymond Library on Saturday 1/14/23 from 8 am- 2 pm. This service is aimed at women over 35 years of age. Appointments are required.

APPROVAL OF MINUTES

December 13, 2022 Executive Session

MOTION By Harry Amadasun
seconded by Don Bell

to **approve** the minutes of the December 13, 2022 Executive Session.

Motion carried 9/0

December 13, 2022 Regular Meeting

MOTION By Harry Amadasun
seconded by Don Bell

to **approve** the minutes of the December 13, 2022 Regular Meeting.

Motion carried 9/0

COMMUNICATIONS AND PETITIONS

Update on Connecticut Harm Reduction Alliance Partnership by Department of Health and Social Services

Laurence Burnsed, Director of Health and Social Services, shared that CTHRA provides a multitude of services for residents, including substance use treatment options and referrals, health screenings, shelter referrals, syringe exchange, free works kits to reduce the risk of infectious disease infection from injection drug use, condoms, and free Narcan. Their mobile vehicles are also often stocked with sandwiches and other foods, as well as hats and gloves (depending on donations received) for residents in need. The Department of Health & Social Services is in the process of distributing information about the mobile services. Funding for mobile harm reduction services is currently supported by the fiscal year 2023 State of Connecticut Department of Public Health Per Capita grant through June 30, 2023. Monthly reports will be provided to Health & Social Services regarding number of clients served and types of services delivered.

Resignations from Boards and Commissions

The Chair announced the following residents have resigned from their respective boards or commissions: Joan Gentile, Commission on Aging; Tim Siggia, Veterans Commission and Zoning Board of Appeals; Dan Larreau, Veterans Commission; and Dan Bogosian, Zoning Board of Appeals. The Chair expressed thanks to the residents for their years of service and contribution to the community and encouraged residents with interest to become more involved.

OLD BUSINESS

NEW BUSINESS

Memorandum of Understanding: East Hartford Department of Health and Social Services and City of Hartford Department of Health and Social Services re: Food Inspector Trainee Assistance

MOTION By Don Bell
seconded by John Morrison

that pursuant to §3.4(c) of the East Hartford Town Charter, the Town Council **approve** the Memorandum of Understanding between the East Hartford Department of Health & Social Services (EHHSS) and Hartford Department of Health & Human Services (HHHS) to host (HHHS) food inspection personnel to shadow (EHHSS) food inspection personnel to meet the required 25 shadowing inspections per State of Connecticut Regulations section 19-13-B42 as attached to a memo from Laurence

Burnsed, Director of Health and Social Services to Michael P. Walsh, Mayor, dated December 23, 2022.

Motion carried 9/0

State of Connecticut Investment Fund Grant Re: Purchase and Redevelopment of Church Corners Inn

MOTION By Angie Parkinson
seconded by Awet Tsegai

to **adopt** the following resolution:

**WHEREAS**; pursuant to P.A. 21-111, Sec. 112 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

**WHEREAS**; it is desirable and in the public interest that the Town of East Hartford make an application to the State for $2,500,000 in order to undertake the purchase and re-development of the Church Corners Inn.

**NOW THEREFORE LET IT BE RESOLVED**; that the Town Council is cognizant of the conditions and prerequisites for the state financial assistance imposed by P.A. 21-111, Sec. 112, and that the filing of an application for State financial assistance by the Town of East Hartford in an amount not to exceed $2,500,000 is hereby approved and

**LET IT FURTHER BE RESOLVED**; that Michael P. Walsh, Mayor of the Town of East Hartford, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of East Hartford.

*On call of the vote, the motion carried 9/0*

Bid Waiver Extension: Senior Center Meal Program

MOTION By Awet Tsegai
seconded by John Morrison

that in accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding procedures required by Section 10-7(b) and allow the Department of Senior Services to purchase goods for weekly meals programs at the East Hartford Senior Center as described in a memo from Ted Fravel, Director of Parks and Recreation to Mayor Michael P. Walsh on December 23, 2022

Motion carried 9/0

Recommendation of Ordinance Committee re: Section 2-3: Salaries of Elected Officials

MOTION By Harry Amadasun
seconded by Awet Tsegai

to **amend** the town of East Hartford Code of Ordinances by repealing Sections 2-3 "Mayor's Salary" and 2-3b "Salaries of Registrars And Deputy Registrars Of Voters" of the Town of East Hartford Code of Ordinances and substituting in lieu thereof language that is consistent with the draft dated November 30, 2022 which was approved at the November 30, 2022 Ordinance Committee meeting.

Motion carried 9/0

Referral to Tax Policy Committee re: Tax Incentive Program for National Development Project

MOTION By Angie Parkinson
seconded by Travis Simpson

to refer to the Tax Policy Committee a request for consideration to use the Town's tax incentive program for the National Development project at Rentschler Field as provided in a memo from Eileen Buckheit, Development Director to Mayor Michael P. Walsh dated December 20, 2022.

Motion carried 9/0

Referral to Personnel and Pensions Subcommittee Re: Job Descriptions for Police Patrol Officer, Telecommunications Operator/Public Safety, Supervisor/Public Safety Communication, Animal Control Officer and Chief of Staff

MOTION By Awet Tsegai
seconded by John Morrison

to refer to the Personnel & Pensions Subcommittee proposed revisions to job descriptions for the positions for Police Patrol Officer, Telecommunications Operator/Public Safety, Supervisor/Public Safety Communication, Animal Control Officer and Chief of Staff as provided in a memo from Tyron Harris, Human Resources Director to Mayor Michael P. Walsh dated December 28th, 2022 with instructions to review the positions and report back to the full Council with its recommendations, if any.

Motion carried 9/0

Refund of Taxes

MOTION By Harry Amadasun
seconded by Travis Simpson

to approve a total refund of taxes in the amount of $29,675.36

pursuant to Section 12-129 of the Connecticut General Statutes.

Motion carried 9/0

| Bill | Dist/Susp/Bank | ame/Check Payable t | Address | City/State/Zip | rop Loc/Vehicle Info | Over Paid |
|---|---|---|---|---|---|---|
| 2021-03-0050134 | M001 | ACAR LEASING LTD | PO BOX 1990 | ORTWORTH, TX 7610 | 9/1GNEVJKW8KJ181 | -910.96 |
| 2021-03-0050151 | M001 | ACAR LEASING LTD | PO BOX 1990 | ORTWORTH, TX 7610 | 8/1G1RC6S53JU159 | -277.64 |
| 2021-03-0050155 | M001 | ACAR LEASING LTD | PO BOX 1990 | ORTWORTH, TX 7610 | 9/1GNEVKKW2KJ312 | -252.60 |
| 2021-03-0050612 | | AIR EQUIPMENT LLC | 43 THOMAS ST | ST HARTFORD, CT 061 | 2/1GCNCPEX7CZ246 | -186.77 |
| 2021-03-0050614 | | AIR EQUIPMENT LLC | 43 THOMAS ST | ST HARTFORD, CT 061 | 7/2GNFLFEK0H6136 | -265.88 |
| 2021-03-0050615 | | AIR EQUIPMENT LLC | 43 THOMAS ST | ST HARTFORD, CT 061 | 6/JALC4W165G7000 | -370.54 |
| 2021-03-0054892 | M005 | CAB EAST LLC | PO BOX 4747 | OAK BROOK, IL 6052 | 29/1FM5K8F89KGB50 | -299.82 |
| 2021-03-0054896 | M005 | CAB EAST LLC | PO BOX 4747 | OAK BROOK, IL 6052 | 29/1FMCU9J96KUA66 | -345.39 |
| 2021-03-0054906 | M005 | CAB EAST LLC | PO BOX 4747 | OAK BROOK, IL 6052 | 28/3FA6P0HD5JR142 | -280.86 |
| 2021-03-0054908 | M005 | CAB EAST LLC | PO BOX 4747 | OAK BROOK, IL 6052 | 28/1FMCU9GD3JUC16 | -250.59 |
| 2021-03-0054911 | M005 | CAB EAST LLC | PO BOX 4747 | OAK BROOK, IL 6052 | 29/3FA6P0G7XKR156 | -124.72 |
| 2021-03-0055939 | M006 | CCAP AUTO LEASE LTI | 601 ELM ST SUITE 80 | DALLAS, TX 75201 | 1/1C6SRFRT5MN763 | -217.66 |
| 2021-03-0055946 | M006 | CCAP AUTO LEASE LTI | 601 ELM ST SUITE 80 | DALLAS, TX 75201 | 8/1C4HJXDG0JW119 | -373.06 |
| 2021-03-0056546 | | CLARKE ERIC P CLARKE M. | 20 MCNULTY DR | HARTFORD, CT 06118 | 7/1HGCR3F87HA020 | -181.26 |
| 2021-03-0057606 | | CORTEZ MARCOS A | PO BOX 380702 | HARTFORD, CT 06138 | 3/JTEHF21A0301062 | -22.65 |
| 2021-02-0040448 | | COVALENT COATING TECH | 222 PITKIN ST #101 | ST HARTFORD, CT 061 | 409 SILVER LN | -349.40 |
| 2021-03-0058329 | M008 | DAIMLER TRUST | 72 HERITAGE PARKW | ORT WORTH, TX 7617 | 9/4JGDF6EE9KB228 | -453.00 |
| 2021-03-0058333 | M008 | DAIMLER TRUST | 72 HERITAGE PARKW | ORT WORTH, TX 7617 | 8/4JGED6EB2JA096 | -229.70 |
| 2021-03-0058337 | M008 | DAIMLER TRUST | 72 HERITAGE PARKW | ORT WORTH, TX 7617 | 8/WDC0G4KB3JV081 | -404.12 |
| 2020-03-0058959 | | DEJESUS JUAN | 6 PROSPECT ST APT G | ST HARTFORD, CT 061 | 4/SHSRD78894U233 | -128.87 |
| 2021-03-0060408 | | DZIATKO MICHAEL W | 536 SEASIDE AVE | WESTBROOK, CT 0649 | 8/5XXGT4L39JG256 | -457.36 |
| 2021-03-0061975 | M013 | NANCIAL SER VEH TRU | 5550 BRITTON PKWY | HILLIARD, OH 43026 | 9/5UXCR6C53KLL02 | -894.18 |
| 2021-03-0062272 | | FLEMING SIMONE G | 18 COLUMBUS ST | HARTFORD, CT 06108 | 3/19VDE3F32DE302 | -27.30 |
| 2020-04-0083999 | | HAYNES JASON J | 74 PHEASANT LN | HARTFORD, CT 06108 | 2/4T1BK1FK3CU502 | -188.96 |
| 2021-03-0065353 | | HAYNES JASON J | 74 PHEASANT LN | HARTFORD, CT 06108 | 2/4T1BK1FK3CU502 | -268.12 |
| 2021-03-0065354 | | HAYNES JASON J | 74 PHEASANT LN | HARTFORD, CT 06108 | 7/WA1AV74L07D033 | -171.71 |
| 2020-03-0066128 | M020 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 7/1HGCR2F33HA137 | -270.45 |
| 2021-03-0066183 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 8/1HGCV1F41JA178 | -346.13 |
| 2021-03-0066200 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 9/2HKRW2H50KH630 | -174.16 |
| 2021-03-0066217 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 0/1HGCV1F15LA098 | -50.86 |
| 2021-03-0066223 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 18/5J8YD4H33JL013 | -252.52 |
| 2021-03-0066227 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 8/2HKRW6H39JH217 | -483.73 |
| 2021-03-0066235 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 8/5J6RW2H83JL034 | -515.87 |
| 2021-03-0066248 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 9/3CZRU6H12KG701 | -233.62 |
| 2021-03-0066251 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 8/1HGCV1F91JA073 | -347.65 |
| 2021-03-0066256 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 19/5J8TC2H3XKL039 | -196.86 |
| 2021-03-0066258 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 9/3CZRU6H32KG725 | -183.11 |
| 2021-03-0066275 | M019 | HONDA LEASE TRUST | GREAT OAKS WAY SUI | PHARETTA, GA 3002 | 19/19XFC1F30KE215 | -278.67 |
| 2021-03-0066697 | M020 | NDAI LEASE TITLING T | MICHAELSON DR SUIT | IRVINE, CA 92612 | 0/KMHD74LF3LU998 | -81.06 |
| 2021-03-0066709 | M020 | NDAI LEASE TITLING T | MICHAELSON DR SUIT | IRVINE, CA 92612 | 9/3KPF24AD3KE107 | -108.49 |
| 2021-03-0066717 | M020 | NDAI LEASE TITLING T | MICHAELSON DR SUIT | IRVINE, CA 92612 | 9/KM8J3CAL9KU018 | -155.4 |
| 2021-03-0066751 | M020 | NDAI LEASE TITLING T | MICHAELSON DR SUIT | IRVINE, CA 92612 | 9/3KPF24AD6KE021 | -289.49 |
| 2021-03-0066753 | M020 | NDAI LEASE TITLING T | MICHAELSON DR SUIT | IRVINE, CA 92612 | 9/KMHD74LF6KU785 | -328.41 |
| 2021-03-0066756 | M020 | NDAI LEASE TITLING T | MICHAELSON DR SUIT | IRVINE, CA 92612 | 9/KM8K1CAA3KU278 | -211.03 |
| 2021-03-0066769 | M020 | NDAI LEASE TITLING T | MICHAELSON DR SUIT | IRVINE, CA 92612 | 9/3KPF24AD9KE125 | -72.49 |
| 2021-03-0066779 | M020 | NDAI LEASE TITLING T | MICHAELSON DR SUIT | IRVINE, CA 92612 | 9/3KPF24AD3KE099 | -72.49 |
| 2021-03-0067620 | | JOHNSON OLIVIA I | 9 KING CT | HARTFORD, CT 06118 | 4/5NPEB4ACXEH894 | -16.23 |
| 2021-03-0067657 | | JOHNSON SHAKEIM D | 22 GARDEN ST APT 2 | HARTFORD, CT 06112 | 3/2HGFG4A50DH703 | -25.09 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2021-03-0067895 | M021 | MORGAN CHASE BANK | P O BOX 901098 | ORT WORTH, TX 7610 | 9/4S3GKAD64K3601 | -211.03 |
| 2021-03-0067987 | M021 | MORGAN CHASE BANK | P O BOX 901098 | ORT WORTH, TX 7610 | 0/SADCZ2EEXLA6178 | -1,601.81 |
| 2021-03-0067989 | M021 | MORGAN CHASE BANK | P O BOX 901098 | ORT WORTH, TX 7610 | 9/4S3GTAA61K3724 | -195.44 |
| | | | | | | |
| 2021-03-0068265 | | KEENAN MARY D | 156 HARVEST LN | HARTFORD, CT 06118 | 6/1G4GC5G32GF269 | -224.14 |
| | | | | | | |
| 2020-03-0074791 | M023 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/3N1AB7AP4KY225 | -376.30 |
| 2021-03-0074681 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/KNMAT2MV3KP524 | -234.29 |
| 2021-03-0074686 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/JN8AT2MV7KW377 | -140.44 |
| 2021-03-0074711 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/1N4BL4FW7KN303 | -229.68 |
| 2021-03-0074729 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/3N1AB7AP9KY252 | -107.93 |
| 2021-03-0074733 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/5N1AZ2MS1KN144 | -270.04 |
| 2021-03-0074734 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/KNMAT2MV9KP535 | -234.29 |
| 2021-03-0074754 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/5N1AT2MVXKC837 | -93.84 |
| 2021-03-0074765 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 8/JN1EV7AR9JM611 | -511.74 |
| 2021-03-0074768 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 8/5N1DR2MM7JC619 | -509.13 |
| 2021-03-0074774 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/3N1AB7AP7KY238 | -323.79 |
| 2021-03-0074775 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 8/JN1BJ1CR6JW291 | -322.82 |
| 2021-03-0074787 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/5N1DR2MM6KC600 | -278.31 |
| 2021-03-0074793 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/5N1AT2MVXKC757 | -187.10 |
| 2021-03-0074800 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/3N1AB7AP1KY385 | -431.72 |
| 2021-03-0074870 | M022 | NISSAN INFINITI LT LL | PO BOX 650214 | ALLAS, TX 75265-952 | 9/3N1AB7AP4KY240 | -143.77 |
| | | | | | | |
| 2021-03-0075674 | | ORTIZ PABLO A | 115 WOODYCREST | HARTFORD, CT 06118 | 7/5TDDZ3DC0HS183 | -33.85 |
| | | | | | | |
| 2021-03-0079926 | | RODRIGUEZ WILLIAM I | 57 BREWER ST | HARTFORD, CT 06118 | 3/5FNYF4H22DB081 | -18.82 |
| | | | | | | |
| 2020-03-0080838 | | SALZA ELIZABETH A | 29 CHARTER OAKS D | DLEMAN, NC 27317-4 | 0/2G1FT1EW5A9209 | -59.98 |
| | | | | | | |
| 2021-03-0081275 | | SANTIAGO JOSE R | PO BOX 1413 | RTFORD, CT 06143-14 | 3/1HGCR2F75DA005 | -315.19 |
| | | | | | | |
| 2021-03-0083389 | | STONGE SIMONE M | 49 SCHAFFER DR | HARTFORD, CT 06118 | 09/JTHCE96S5900241 | -181.22 |
| | | | | | | |
| 2021-02-0041567 | | TICKETMASTER LLC ATTN: TM | 041 N FORMOSA AV | T HOLLYWOOD, CA 90 | 615 SILVER LN | -164.34 |
| | | | | | | |
| 2021-03-0084408 | | TORRES JOSE A | 115 WESTERLY TER | HARTFORD, CT 06118 | 09/2T1BU40E79C020 | -116.37 |
| | | | | | | |
| 2020-04-0089069 | | TORRES OSVALDO | 38 MARION ST | RTFORD, CT 06106-4 | 09/JTEES42A5921372 | -347.49 |
| | | | | | | |
| 2021-03-0084559 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 19/JTMN1RFV2KD522 | -299.10 |
| 2021-03-0084569 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 18/JTHC81D22J50274 | -322.42 |
| 2021-03-0084572 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 18/JTHCZ1BL0JA0090 | -303.62 |
| 2021-03-0084587 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 18/JTMDJREV0JD2386 | -782.30 |
| 2021-03-0084595 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 18/JTMRFREV8JJ2534 | -312.12 |
| 2021-03-0084602 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 9/4T1B11HK4KU847 | -327.58 |
| 2021-03-0084618 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 9/3TMCZ5AN9KM203 | -665.60 |
| 2021-03-0084634 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 18/4T1B11HK9JU067 | -432.08 |
| 2021-03-0084644 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 19/JTJDZKCA8K20171 | -558.14 |
| 2021-03-0084647 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 9/JTMG1RFV0KD004 | -276.96 |
| 2021-03-0084652 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 9/JTMMWRFV1KD014 | -293.32 |
| 2021-03-0084678 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 20/JTJHZKFA2L20251 | -501.24 |
| 2021-03-0084683 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 0/4T1G11AK5LU374 | -159.38 |
| 2021-03-0084687 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 0/3TMCZ5AN4LM365 | -241.42 |
| 2021-03-0084690 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 1/2T3G1RFV6MC142 | -317.68 |
| 2021-03-0084697 | M026 | TOYOTA LEASE TRUST | OMMERCE WAY STE | WOBURN, MA 01801 | 1/5TDGZRBH6MS073 | -705.75 |
| | | | | | | |
| 2021-03-0085289 | M027 | USB LEASING LT | 1850 OSBORN AVE | OSHKOSH, WI 54902 | 20/1C6HJTAG4LL1234 | -619.21 |
| | | | | | | |
| 2021-03-0085394 | | VALENTIN EDDIE | 1215 SILVER LN | HARTFORD, CT 06118 | 4/JN8AS5MV6EW708 | -197.49 |
| | | | | | | |
| 2021-03-0085794 | | VCFS AUTO LEASING C | PO BOX 91300 | MOBILE, AL 36691 | 9/YV4162UK0K2060 | -845.26 |
| | | | | | | |
| 2020-03-0086384 | M031 | W CREDIT LEASING LT | 1401 FRANKLIN BLVD | ERTYVILLE, IL 60048-48 | 8/WAUDNAF42JN003 | -718.96 |
| 2021-03-0086377 | M029 | W CREDIT LEASING LT | 1401 FRANKLIN BLVD | ERTYVILLE, IL 60048-49 | 9/3VV2B7AX4KM011 | -105.70 |
| 2021-03-0086379 | M029 | W CREDIT LEASING LT | 1401 FRANKLIN BLVD | ERTYVILLE, IL 60048-49 | 9/WAUENAF4XKN015 | -141.52 |
| | | | | | | |
| Subtotal | | | | | | (29,618.65) |

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Councillor Tsegai requested an update on the Wickham Library project. *The Mayor shared that Wickham Library is nearing completion – the Project Architect issued a Notice of Substantial Completion on December 19. The EH Building and Inspections Department has identified minor modifications that are needed before a Certificate of Occupancy can be issued. The Project Team is presently addressing those items and expects the CO to be issued this month.*

The Councillor also made note of a lack of exterior lighting and available water fountains at the Goodwin School gym.

Councillor Bell thanked the Administration for their involvement with the Lions Club in providing residents with holiday baskets of cheer. The Councillor requested an update regarding Hockanum Trail repair. *The Mayor stated that while funding was announced in late Spring 2022, Federal rules require an environmental approval prior to funds being spent. That approval was finally received in early December. Downes Construction will handle the project management and an expedited RFP will be issued.*

Councillor Bell then voiced concern over the current process for residents looking to engage with the Tax Office during the relocation of the department to the CCC building, particularly for cash collection. *The Mayor stated that at Town Hall, the office was protected with bullet-proof glass and other measures to assure the safety of residents and staff. Administration is encouraging residents to mail checks and use online resources and is reviewing other processes to provide accommodations to residents.*

Councillor Rup requested an update on the Silver Lane Plaza project. *The Mayor stated that title to the properties should be transferred* to *the Town around January 18th.*

Councillor Simpson requested that the Tax Office make more of an effort to provide personal service to residents with unique needs now that the town hall office is no longer accessible. *Chief of Staff Martin stated that additional accommodations have been made in the last few days by staff as they've settled in to their new office location to work with residents directly as needed.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mark Weinberg, 16 Silver Lane, expressed concern over the rising COVID numbers in other towns in the area and encouraged residents and staff to take proper precautions.

Councillor Tsegai wished Councillor Amadasun a Happy Birthday on behalf of the Council.

ADJOURNMENT

MOTION By John Morrison
seconded by Don Bell
to **adjourn** (8:46 pm)

Motion carried 9/0

The Chair wished all a good evening and announced that the next regular meeting of the Town Council would be on January 17, 2023.

Attest _____
Jason Marshall
TOWN COUNCIL CLERK

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10th, 2023

TO: Richard F. Kehoe, Chair

FROM: Michael P. Walsh, Mayor

RE: COMMUNICATION: Bulky Waste, Transfer Station and Recycling

---

Please find enclosed a written update of the new FY 23 Half-year report concerning bulky waste, transfer station and recycling program from Public Works Directors Marilynn Cruz – Aponte.

Please place this item on the Town Council agenda as a communication for the January 17th, 2023 meeting.

C: Cruz – Aponte, M, Public Works Director.

Department of Public Works

**Bulky Waste, Transfer Station & Recycling**
**FY 23 Half-Year Report: January 10, 2023**
**Prepared by: Marilynn Cruz-Aponte, Director of the Department of Public Works**

**Introduction:** The information contained in this report describes the successful results of new solid waste initiatives implemented by Public Works since July 1, 2022. The programs include:

- The new curbside bulky waste collection program.
- The pay-at-the-gate system and fees.
- The expanded public education efforts (English and Spanish) to improve recycling quality and quantity.

## Report 1: Bulky Waste

A contract with All American Waste (AAW) was implemented on July 1, 2022, to replace the previous Public Works (DPW) bulky permit administrative registration and collection process. The goals of the new program were to:

1) Expand services to residents by offering bulky collection for FREE to properties 1-2 families (2 pick-ups per unit) and properties 3-6 families (4 pick-ups per unit).
2) Eliminate the administrative registration process.
3) Create convenient call-in scheduling.
4) Reduce blight conditions on the curbside that had been associated with abandoned bulky items by residents unfamiliar with the former permit program.
5) Ensure that DPW conducts daily identification of bulky waste on the curbside that is "unscheduled" and directs AAW to collect these items.

The data below indicate that the service change has effectively and efficiently improved service—program goals have been achieved. In summary, Chart 1 shows that bulky collection pick-ups have nearly tripled July to December of Fiscal Year 23 compared to July to December of the two previous fiscal years.

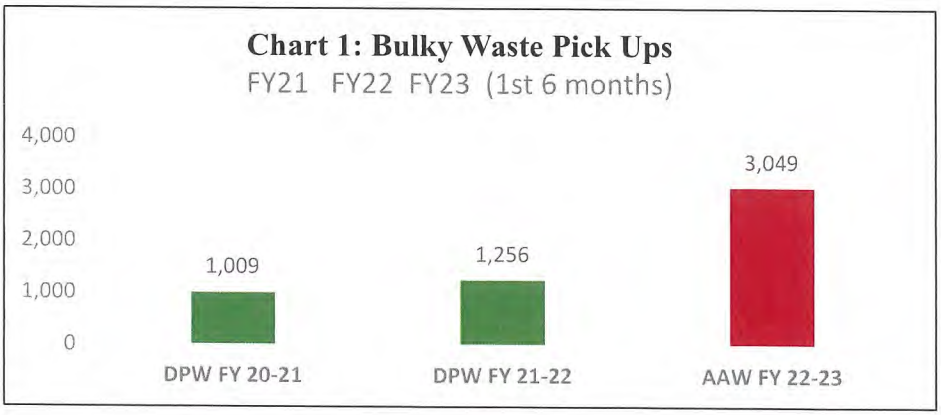



Chart 2 provides a comparison of DPW to AAW collection, month-to-month, for the same 6 months for each fiscal year. It lists the total number of "unscheduled" stops reported by DPW to AAW and indicates the number of educational letters sent to residents with "unscheduled" stops to inform them of the new approach and change future behavior.

## Chart 2: Month-to-Month Comparison

| Months | DPW | | All American Waste (AAW) | | | Letters (*) |
|---|---|---|---|---|---|---|
| | | | Scheduled | Unscheduled | TOTAL | |
| | FY 21 | FY 22 | FY 23 | FY 23 | FY 23 | FY 23 |
| July | 140 | 204 | 309 | 225 | 534 | 521 |
| August | 185 | 223 | 367 | 180 | 547 | 360 |
| September | 177 | 227 | 373 | 107 | 480 | 131 |
| October | 177 | 229 | 378 | 155 | 533 | 155 |
| November | 182 | 217 | 398 | 121 | 519 | 121 |
| December | 148 | 156 | 335 | 101 | 436 | 153 |
| TOTAL | 1,009 | 1,256 | 2,160 | 889 | 3,049 | 1,441 |

(*) *Number of letters to residents at "unscheduled" stops.*

## Report 2: Transfer Station Pay-At-The-Gate

On October 1, 2022, DPW launched the Transfer Station's new pay-at-the-gate system along with new fees and identification requirements for users of this Town facility. The goals of the new approach were to:

1) Provide a convenient pay-at-the-gate procedure, allowing credit/debit card and check forms of payment, that replaces the former administrative registration and paper ticket permits.
2) Update fees that reflect current market rates and are uniform—based on vehicle types.
3) Offer residents, who purchased green and red tickets before implementing the pay-at-the-gate system, the opportunity to use their paper tickets as payment. In fact, 609 pre-paid green tickets and 220 pre-paid red tickets were used between October and December 2022.

While service changes require adjustment among users, overall the transition has been without incident. Chart 3: Transfer Station Visits provide data that indicate that transfer station visits have not been affected by the introduction of pay-at-the-gate technology when comparing the visits during the same 3-month period over three fiscal years.

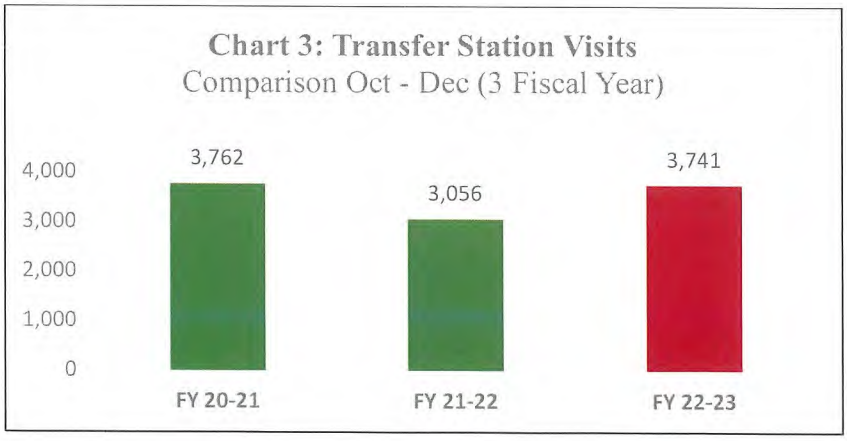
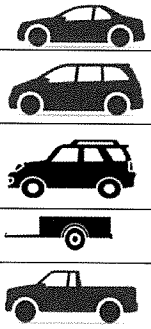
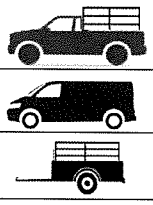
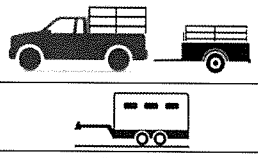
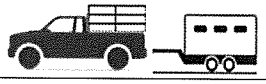


Chart 4: Visits by Vehicle Type lists users by vehicle type, the corresponding fee and percentages.

Revenue for the first half of FY23 is $44,315 or 44% of the projected FY23 $100,000 revenue budget. Since the pay-at-the-gate program is new and since the new curbside collection service may be influencing transfer station visits, DPW will continue to monitor user visits and revenue rates during the 3rd and 4th quarters of FY23 to determine revenue impacts.

**Chart 4: Visits by Vehicle Type**

| FEES | VEHICLE TYPE | # VISITS | % |
|---|---|---|---|
| $0 (FREE-fee exempt) | Minor amounts of acceptable bulky items and recyclables | 109<br>1,241 | 36.09% |
| **Senior Discount Applies 50% (65+)** | | 111 | 2.97% |
| $10 |  | 1,324 | 35.39% |
| **Senior Discount Does Not Apply Below** | | | |
| $40 |  | 94 | 2.51% |
| $60 |  | 18 | 0.48% |
| $80 |  | 1 | 0.03% |
| $100 | | 14 | 0.37% |
| Green & Red | Tickets Pre-paid-NO Vehicle Type* | 829 | 22.16 |
| **TOTAL** | | **3,741** | **100%** |

(*) *Future process improvement will be to identify ticket user vehicle types.*

Department of Public Works

## Report 3: Recycling Education

The Department of Public Works has been conducting curbside recycling blue cart inspections since February 2022 to boost local recycling efforts under the motto **East Hartford RECYCLES CLEAN!**

DPW has taken action to saturate the community with public education. The Solid Waste Official began a marketing campaign that includes a variety of approaches as can be seen in Chart 5: door-to-door education, the Mayor's monthly newsletter, the Town website, social media, newspaper advertising, workshops, and public speaking presentations.

### Chart 5: Approach Methods and Communication Activities

**COMMUNICATION PLAN: APPROACH METHODS & COMMUNICATION ACTIVITIES**

| DIRECT MARKETING AND EDUCATION (DOOR TO DOOR) Focusing on underperformers recyclers | MAYOR'S MONTHLY NEWSLETTER | TOWN WEBSITE & SOCIAL MEDIA MAYOR'S OFFICE (APRIL – DECEMBER 2022) | NEWSPAPER ADVERTISING (LA VISION & THE GAZETTE) SEPTEMBER 2022 | WORKSHOPS/PUBLIC SPEAKING/PRESENTATIONS |
|---|---|---|---|---|
| | Blue Cart Inspections: Lessons Learned America Recycles Day: November 15, 2022 Holiday Recycling Tips | Latest Post 12/27/2022 | Public Works hires first Solid Waste Official | WOMEN'S CLUB (Sep 6, 2022) DEEP (Oct 4, 2022) Increase Reuse and Recycling Working Group October 4, 2022 Agenda: Enforcement SENIOR CENTER (Oct 25, 2022) |

**Notice Tags:** To address the problem of the presence of unacceptable items in the blue carts, the Solid Waste Official has been tagging residents' doors with Notice Tags. Scan the QR Code to learn more about RECYCLE CLEAN!

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2023

TO: Richard F. Kehoe, Chair

FROM: Michael P. Walsh, Mayor

RE: COMMUNICATION: Energy Use

---

Please find enclosed a summary of savings through the Town's agreement with Bay State Consultants/ CCM.

Please place this item on the Town Council agenda as a communication for the January 17th, 2023 meeting.

C: M. Walsh, Mayor
M. McCaw, Finance Director

**Memo**

To: Michael Walsh, Mayor, Town of East Hartford
From: John Shortsleeve, Susan Shortsleeve
Cc: Savannah Blantz, CCM
Re: Annual review of supply rates and forward projections
Date: January, 10 2023

Under the terms of our electricity consulting agreement, which is effective through December 2023, we provide an annual review of your contract supply rates as compared to the avoided Eversource supply rates and make forward budget projections of your supply costs payable to Constellation.

**Table 1: Supply Contract Rates vs. Utility Supply Rates**

| | **Cal 2022** | **FY 2023** |
|---|---|---|
| **Contract Rate** | $.0793 | $.0793 |
| **Avoided Utility Rate** (est.) | $.1350 | TBD |

Comparing your fixed contract rate to Eversource standard service rates yields an estimated savings of $775,000 for the 12 months of calendar 22. These calculations use simplifying assumptions, including annual consumption of 13,906,000 kWh / year and a levelized consumption of 1,158,833 kWh / month.

**Budget Projections:** Assuming 13,906,000 annual kWh usage, you should expect to incur Constellation charges of $1,102,746 for the 12 months in FY 2023 ($.0793 / kWh X 13,906,000 kWh).

These projections are for the accounts served by the Constellation contract lapsing in December 2023 and will increase or decrease if the assumed consumption changes. In addition you should also budget for $18,078 as the fee payable to CCM.

Please let us know if we can help answer any questions.

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2023

TO: Richard F. Kehoe, Chair

FROM: Michael P. Walsh

RE: RESIGNATIONS: Boards and Commissions

---

Attached is a letter received by my office from the following boards or commission members stating their resignation from their respective board or commissions.

| | | | | |
|---|---|---|---|---|
| **D** | **Brennden Colbert** | **Full Member** | **Economic Development Commission** | **12/23** |

Please place these resignations on the January 17th, 2023 Town Council agenda and share our appreciation as a community for the valuable service these members have provided by volunteering their time on the above mentioned boards and commissions.

C: R. Pasek, Town Clerk

**Martin, Connor**

**From:** Brennden D. Colbert <brennden.d.colbert@gmail.com>
**Sent:** Wednesday, January 4, 2023 8:55 AM
**To:** Daniels, Michael
**Cc:** Martin, Connor; Walsh, Mike; v.rosario.correa
**Subject:** Brennden D. Colbert-Town of EH Economic Development Commission Resignation

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Greetings all,

Happy New Year. I trust this email finds you well. It is with great regret, that I need to inform you of my resignation from the Town of East Hartford Economic Development Commission.

I have been struggling with personal matters, surrounding my health, for the better part of 2021. As of today, my circumstances do not appear to be moving in a positive direction. With that said, under the advice of my doctors, I will need to resign from my post, effective immediately.

I do, however, have plans to rejoin this organization, once my situation gets improves. I am a lifelong resident of our great town, and I truly believe this town is magical. The hard work, dedication, passion, and pride I see within our town's leadership, change agents, civic engagement champions, volunteers, and residents; is truly something to be proud of. I will miss working with you; but I hope to be back on my feet, towards the end of 2023. Thank you again, for the opportunity to serve.

In Partnership,

Brennden D. Colbert
East Hartford District 4 Town Committee Chairman
Economic Development Commissioner
East Hartford Black Caucus Member
Town of East Hartford, Connecticut

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: Fire AFL-CIO Local 1548

---

Please see the enclosed tentative agreement with Fire Local 1548, ratified on November 29th, 2022. The union voted to approve the agreement the week of January 4th, 2023.

Please place this item on the Town Council agenda for the January 17th, 2023 meeting.

C: T. Harris, HR Director
M. McCaw, Finance Director

MICHAEL P. WALSH
MAYOR

TYRON HARRIS
DIRECTOR
OFFICE OF HUMAN
RESOURCES

# TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7220

WWW.EASTHARTFORDCT.GOV

January 12th 2023

The Hon. Mayor Mike Walsh
740 Main Street
East Hartford, CT 06108

Re: **LOCAL 1548 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**

Dear Mr. Walsh:

We reached a tentative agreement with Local **LOCAL 1548 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**. Attached is the agreement **LOCAL 1548 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**, and it was ratified on 1/4/2023.
Note that for the financials, the Union agreed to 8.5% general wage increases over four years.

Wages

| | |
|---|---|
| 2022-23 | 2.5% GWI retroactive to July 1, 2022 |
| 2023-24 | 2.0% GWI |
| 2024-25 | 2.0% GWI |
| 2025-26 | 2.0% GWI |

Insurance

Cost-share remains at 11% for the duration of the contract. Language on both medical and dental remains at current language.

For those employees who retire before July 1, 2025, the Town will pay 100% of the premium for Parts A & B Medicare Supplemental coverage for the spouse. For employees who retire on or after July 1, 2025, coverage to the spouse will cease when the spouse becomes eligible for Medicare.

Compensatory Time

Employees can accumulate up to 240 hours. Unused compensatory time shall be paid out if not used at the time of retirement, but the payout shall not be included in the Final Average Pay under the Pension Plan.

Emergency Medical Service

Effective July 1, 2022, employees hired to provide paramedic-level care shall be compensated in the following manner:

- $1,000 upon hire
- For employees who have been granted medical control from the East Hartford Fire Department Sponsor Hospital up to the completion of year four (4) of employment: compensation will be 2.5% of the current top-step firefighter rate.

Please let me know if you have any questions or would like to discuss the contract details in an executive session.

**Tyron V. Harris**
**Human Resources Director**

Draft #2
12/29/2022

Style Definition: Heading 1
Style Definition: TOC 1

AGREEMENT BETWEEN

THE TOWN OF EAST HARTFORD
AND
LOCAL 1548
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO

FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2026

~~AGREED UPON LANGUAGE~~
~~Case No: 2023-MBA-134~~

~~TOWN OF EAST HARTFORD~~ ~~IAFF, LOCAL 1548~~

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~~[1]~~

The following contract, effective as of the first day of July 2022, by and between, respectively, the Town of East Hartford, hereinafter referred to as the "Town" and Local 1548, International Association of Fire Fighters, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service be rendered.

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## ARTICLE I
## Recognition

~~[2]~~

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for this bargaining unit consisting of all uniformed positions within the East Hartford Fire Department, except those of Chief and Assistant Chiefs. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

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## ARTICLE II
## Union Security

**SECTION 1**

~~[3]~~

Employees in the collective bargaining unit may, from the signing of this Agreement, or within thirty (30) days from the date of employment by the Town, become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union.

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**SECTION 2**

~~[4]~~

The Town shall deduct Union dues from the earned wages of each Union member, in such amount as determined by the Union as the regular weekly dues uniformly required as a condition of retaining membership therein, upon the receipt of an employee's voluntary authorization card. The sum which represents such weekly Union dues deduction shall be certified to the Town as constituting such by the duly authorized financial officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town from the duly authorized financial officer of the Union. Deductions provided for herein shall be remitted to the duly authorized financial officer of the Union not later than one (1) week following the end of each month in which the deduction is made. Each month, the Town will simultaneously furnish the duly authorized financial officer of the Union with a list of the employees for whom Union dues deductions have been made.

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~~[5]~~

The Town's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization, written voluntary request of the employee, or upon his/her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee terminated by layoff is rehired, with seniority rights, during the life of the contract then in existence.

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The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Town in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees.

## ARTICLE III
## Bulletin Boards

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No material shall be posted except notices of meetings and elections, results of elections, changes in Union By-Laws, notices of employee social occasions and similar Union notices, letters and memoranda. All material shall be signed by an officer of the Union.

## ARTICLE IV
## Grievance Procedure

**SECTION 1**

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No bargaining unit employee shall be removed, dismissed, discharged, suspended, fined, or reduced in rank except for just cause. Should any employee or group of employees feel aggrieved concerning disciplinary action, wages, hours or conditions of employment as agreed to hereunder, all of which wages, hours and conditions are controlled by this contract, adjustment shall be as follows:

A. The Union shall submit such grievance, in writing, to the Chief of the Fire Department, within thirty (30) days of the incident giving rise to the grievance, setting forth the nature of the grievance, including specific reference to the clause or clauses of the contract which the Union believes have been violated. Within seven (7) days after the Chief receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

B. If such grievance is not resolved to the satisfaction of the Union by the Chief, within seven (7) days after such meeting, the Union may present such grievance, in writing, within seven (7) days thereafter to the Human Resources Director. Within ten (10) days after said Human Resources Director receives such grievance, the Human Resources Director shall arrange to and shall meet with the Union in an attempt to resolve said grievance.

C. 1. If such grievance is not resolved to the satisfaction of the Union by the Human Resources Director within seven (7) days after such meeting, the Union may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary

action the Board of Mediation and Arbitration will have the power to uphold the action of the Town or to rescind or modify such action, and such powers shall include, but shall not be limited to the right to reinstate a suspended or discharged employee, with full back pay.

2. Notwithstanding the foregoing, either the Union or the Town may substitute the American Arbitration Association (AAA) for the Connecticut State Board of Mediation and Arbitration for administration of any grievance under the rules of the AAA, subject to the same time limits as stated above. The costs of arbitration shall be divided equally between the Town and the Union. No more than three (3) arbitration cases, in aggregate, shall be referred to the AAA during any contract year (July 1 - June 30). If the Union chooses to refer a dispute to the AAA, it shall substitute the AAA for the State Board of Mediation and Arbitration within the above time limit. If the Town chooses to refer a dispute to the AAA it shall do so in writing within ten (10) days from receipt of written notice that the dispute has been submitted to arbitration before the State Board of Mediation and Arbitration.

D. In cases of employee suspension, such suspension may be without pay for up to one (1) week (four (4) work days for those covered by Section I of Article VI, or four (4) work days for those covered by Section 2 of Article VI) before a hearing.

E. Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself. However, only the Union may proceed to arbitration.

F. Time limits provided for herein may be extended by written agreement of the parties.

G. As used herein, "days" shall mean calendar days. If, however, the final day of a time period falls on a Saturday, Sunday, or holiday, the time period shall automatically be extended to the next day.

## ARTICLE V
## Union Business Leave

**SECTION 1**

~~[9]~~

The four (4) members of the Union Negotiating Committee shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

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**SECTION 2**

~~[10]~~

The four (4) members of the Union Grievance Committee shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of processing

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grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

**SECTION 3**

~~[11]~~

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Such officers and members of the Union, as may be designated by the Union, shall be granted twenty (20) days' leave from duty with full pay, for Union business such as attending labor conventions and educational conferences.

## ARTICLE VI
## Work Week

**SECTION 1**

~~[12]~~

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The work week for all employees except those assigned to the Fire Marshal's Division, the Apparatus Repair Division, the Fire Alarm Division, the EMS Division, the Training Division, Emergency Management, Special Administrative Assignments, or Light duty shall be an average of not more than forty-two (42) hours per week computed over a period of one fiscal year. Personnel shall work a twenty four hour shift followed by 72 hours off. Each 24 hour shift shall be comprised of a ten hour day tour to commence at 0700 hours and to conclude at 1700 hours linked to a fourteen hour night tour which shall commence at 1700 hours and conclude at 0700 hours following day. All leave shall be taken in 24 hour blocks of time except as specified.

The following leave may be granted for a day tour or a night tour:

1. Vacation days
2. Earned Days (for perfect attendance)
3. Special Leave
4. Educational Leave
5. Personal/ Sick Leave
6. Sick Leave specific to the care of a family member

This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

**SECTION 2**

~~[13]~~

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The work week of all employees who are not covered under Section 1 of this Article shall be thirty-five (35) hours per week, Personnel shall rotate on a weekly basis between Monday through Thursday from 0730 hrs to 1700 hrs with a 45 minute lunch break and Tuesday through Friday from 0730 hrs to 1700 hrs with a 45 minute lunch break. This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

**SECTION 3**

~~[14]~~

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The procedures concerning group changes, which were in effect at the time this Agreement was negotiated, shall continue. The Chief or his/her designee and representatives of the Union shall meet for the purpose of reducing the group change procedure to writing.

**SECTION 4**

~~[15]~~

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A. All temporary positions not covered under Section 1 of this Article will be covered under Section 2 of this article.

B. Temporary Positions shall be created and assigned as follows:

Whenever the Town determines that a new temporary position is required, the Fire Chief shall identify the duties, responsibilities, and pay grade for that position.

All temporary positions, for which there is no active eligibility list, shall be offered to the most qualified person. Qualification is determined by a review of the individual's qualifications, including education, training, relevant experience, and certification, in comparison to the minimum qualifications contained within the job description. In the event of two persons with equivalent qualification, the senior most person shall be selected for the position.

Temporary positions shall be for a period not less than 90 days, nor more than 365 days from date of assignment. Temporary positions may be extended up to an additional 180 days, if agreed upon by the Fire Chief, member filling the temporary position, and Local 1548.

## ARTICLE VII
## Holidays

**SECTION 1**

~~[16]~~

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In each fiscal year, each employee shall receive holiday pay for twelve (12) holidays. Each day of the holiday pay for each employee shall be computed by multiplying his/her regular hourly rate by twelve (12) hours. Holiday pay shall be paid on or about September 1 of each fiscal year. The twelve (12) holidays are:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Easter
Memorial Day

~~[Issue No. 1]~~

**SECTION 2**

~~[17]~~

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In the event of an unforeseen national state holiday of mourning, and it is declared as such and is in fact celebrated by the Town, each employee shall receive an additional day of holiday pay.

## ARTICLE VIII
## Overtime

**SECTION 1**

~~[18]~~

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Whenever an employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, in addition to any other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at time and one half* the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours if such employee works the full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of hours worked, whichever is greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

* See Memorandum of Agreement re Minimum Manning *

Employees shall be paid time and one-half for outside duty and order ins.

**SECTION 2**

~~[19]~~

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Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI will be paid the applicable overtime rate for all time worked in excess of his/her work schedule.

**SECTION 3**

~~[20]~~

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Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, because he/she has been ordered to and performs work in connection with a multiple alarm fire, or in the event of an emergency condition, such as, but not limited to such conditions as flooding, civil disturbance, severe and/or unusual weather conditions, or any other emergency declared by the Mayor or his/her designee, shall be paid for such overtime work at one and one quarter (1 1/4) times the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours, if such employee works a full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of such hours worked, whichever is greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

**SECTION 4**

~~[21]~~

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A. The overtime lists (with the exception of the Emergency List) shall consist of those employees who volunteer in writing. Newly hired employees shall have thirty (30) days from date of hire within which to volunteer, in writing, to have his/her name added to such list(s). The names of employees on the overtime lists shall be placed thereon in order of their seniority.

B. Regular Overtime Lists

There shall be two (2) separate lists for overtime which is needed to bring a company up to minimum manpower strength for the full shift:

1. Deputy Chiefs, Captains and Lieutenants,

2. Firefighters, Firefighter/Paramedics, Apparatus Operators.

C. Whenever overtime is required to bring a firefighting shift up to minimum manpower strength, it shall be rotated among the qualified employees whose names appear on the appropriate Regular or Four-Hour overtime lists.

D. If an employee works an overtime assignment or refuses to work such an overtime assignment, his/her name shall be placed at the bottom of the rotating overtime list. If an employee is unable to work such overtime because he is on sick leave or injury leave, his name shall be placed at the bottom of the rotating overtime list only after he has completed the period of sick or injury leave and has had the same number of opportunities to work he would have had if he was not sick or injured, to a maximum of ten (10) such opportunities. Any employee who has reported off sick with a slip is ineligible for overtime during the next shift and thereafter until he/she reports back for duty.

E. If no employee on the appropriate roster accepts an overtime assignment, the employee standing highest on the applicable rotating roster shall be ordered to work such assignment. Employees who opt not to volunteer to be in the overtime list shall not be exempt from an order back. Employees who opt not to volunteer to be on the overtime list will still have their overtime opportunities recorded as a refusal for purposes of order backs.

F. The officer in charge of the shift on which such overtime work is to take place shall administer the provisions of this section. The lists and procedures outlined in this Section may be modified by mutual agreement between the Chief and the Union in order to better meet departmental needs.

G. Members working in Temporary Position or Acting Assignment, upon returning to their previous permanent job assignment, shall have their proper position in each overtime list determined in the following manner:

1. The total salary compensation (including base pay and any overtime worked) for the time period where the member was in the Temporary or Acting Assignment will be compared to a similarly situated member in his permanent classification. For the purpose of this section, similarly situated shall be defined as same job class, step, and having worked an average number of overtime shifts for the period.

2. The difference in compensation will be translated into an equivalent number of overtime shifts 'behind.' Under no circumstance will the member coming from the Temporary or Acting Assignment be placed ahead (in number of overtime hours worked) of those in his job class.

**SECTION 5**

~~[22]~~

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No employees who are covered by Section 1 of Article VI of this Agreement shall work more than five (5) consecutive tours of duty. An employee who has worked the maximum consecutive tours permitted by this Section shall not be ordered to work overtime unless there is a state of emergency declared by the Mayor necessitating the presence of all personnel. This section may be modified by mutual agreement between the Chief and the Union in order to better meet the needs of the Department. Utmost consideration shall be given to the health and safety of the employee being offered overtime before a decision is made.

**SECTION 6**

~~[23]~~

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Whenever any private person or organization is required to, or shall seek the services of employees of the Fire Department for extra duty assignments, the Chief or his designated representative shall hire the requested number of employees being requested from the extra duty overtime list.

A. The extra duty list shall consist of those employees who volunteer in writing to have their names added to such list by April 15, 2004. Newly hired employees shall have thirty (30) days from date of hire to volunteer, in writing, to have their names added to such list. The names on the extra duty overtime list shall be placed in the order of department seniority. Employees who wish to be added to such list after April 15, 2004, may do so in writing to the Chief or his/her designee at any time, but shall be placed at the end of said list and averaged into the rotating order for hiring purposes. On January 1 and July 1 of each calendar year, the order of all names on the extra duty overtime list shall be adjusted to reflect department seniority.

B. Employees may at any time request in writing to the Chief or his/her designee that their name be removed from the extra duty overtime list. These employees may also request in writing to the Chief or his/her designee that their name be placed back on to the extra duty overtime list. Such names shall be place back on to the extra duty overtime list two times per calendar year, on either January 1 or July 1 but only after a minimum period of six months has passed since they were removed from the extra duty overtime list. These

names shall be placed on to the extra duty overtime list in order of department seniority and averaged into the rotating order for hiring purposes.

C. All employees covered under this Collective Bargaining Agreement shall be eligible for placement on the extra duty overtime list. Employees shall be assigned and restricted to duties at specific events and/or occupancies based on their current position, job description, and/or rank except in the case of ancillary service employees who may work off the extra duty overtime list in a position of lower labor grade or different job description. Ancillary service employees may not be placed in line firefighter or line officer positions, whose duties are suppression. Ancillary service employees may be hired for such positions as fire prevention, fire watch, dual role fire prevention/ EMS positions, and other similar job assignments.

D. Employees working extra duty shall be compensated at the following overtime rates:

1. Firefighters, Firefighter/Paramedics, and Apparatus Operators.

    a. Grade 66

2. Lieutenants, Captains, and Deputy Chiefs.

    a. Grade 69, Step 2 when working in a capacity other than event/incident operations commander.

    b. Grade 72, Step 3 for Captains and Deputy Chiefs working as the event/incident operations commander.

3. Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspectors, Master Mechanic, Superintendent of Alarms, Fire Marshall, Chief Medical Officer, Assistant Medical Officer, Emergency Manager, Chief Training Officer, and any new position(s) created in the ancillary services which are similar in labor grade and/or position.

    a. Grade 66 when operating in a capacity which is less than their regular job assignment or position.

    b. Grade 69, Step 2 when working in the capacity of their regular job assignment or a supervisory position relevant to their position.

E. Employees hired for extra duty assignment shall be paid for such assignment at the appropriate overtime rate, multiplied by four (4) hours, or the actual number of hours of such overtime, whichever is greater.

~~[24]~~

F. If no employee volunteers for extra fire duty, assignments will be made by the Chief to those off duty from the rotating extra fire duty list.

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~~[Issue No. 2]~~

## SECTION 7 – COMPENSATORY TIME ACCRUAL VS. OVERTIME PAY

A) Compensatory time may be accrued instead of overtime pay, at the firefighters' discretion, for all overtime that is not reimbursed by a third party or by a grant. Compensatory Time earned is returned at a time and one quarter rate. Compensatory time may be accumulated up to a maximum of 240 hours. Unused compensatory time shall be paid out at the time of retirement provided, however, it shall not be included in "Final Average Pay" under the pension plan.

1. Compensatory Time Always Allowed (Examples)
   - Normal duty (the usual Firefighter work that results in overtime e.g. callbacks, etc.)
   - Holidays
   - Riverfest
2. Compensatory Time Not Allowed (Examples)
   - UConn Football Games, Private Duty Events
   - Federal or State Grants

## SECTION 8 – OTHER CONSIDERATIONS

A) Management reserves the right to pay firefighters for the amounts of compensatory time accrued in excess of 200 hours in the event that staffing levels prohibit taking the compensatory time in a timely and fair manner.

B) Employees will not be ordered to or forced to use compensatory time.

C) Overtime pay will be substituted for all denied requests of compensatory time.

D) All compensatory issues (i.e. use, accrual, etc.) will be resolved through the parameters outlined in the CBA. All applicable Federal and State Laws still apply to areas where this agreement is silent. However, the Town and Union agree, that as of this date, the Law permits the parties to enter into the above as an enforceable agreement.

## SECTION 9 – USAGE OF COMPENSATORY TIME:

A) Usage of Compensatory Time will be treated the same as vacation time listed in Article X, Section 2, Appendix A.

# ARTICLE IX
## Acting Officers and Promotions

## SECTION 1 - ACTING OFFICERS

~~[25]~~

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Whenever any employee is required to work (act) in a higher classification than his/her regular classification, such employee shall receive, in pay, the difference between their regular rate of pay and Step 1 of the higher classification in which he/she serves in this acting capacity except as provided herein. Employees who are acting will receive only the next higher rate of pay. Service in an "acting" capacity shall not count towards seniority if and when an employee is permanently appointed to such higher rank, it shall count toward eligibility for step increase, time in grade for purposes of eligibility for promotional exams, provided:

1. The employee was temporarily promoted from an established promotional list.
2. The employee has been in a temporary position for a minimum of 30 days.
3. The employee has been continuously in a temporary promoted position without interruption and is promoted from the same temporary position.
4. The promotional probationary period shall begin on the date of permanent promotion and shall continue for a period of one (1) year.

Whenever the Assistant Medical Officer, Assistant Master Mechanic, Assistant Alarms Superintendent, or Deputy Fire Marshal is required to work (act) in a higher classification within their Division, such employee must work in the acting position for a seven (7) consecutive calendar days to be eligible to receive acting pay retroactive to the first day.

**SECTION 2**

~~[26]~~

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A. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is an existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the thirty-first (31) day of such absence or separation from service, the employee standing highest on the existing eligibility list for the rank in which acting in a higher capacity is being worked shall be temporarily appointed to act in such capacity until the need for such work in an acting capacity no longer exists.

B. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is no existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the ninety-first day of such absence or separation from service, such position shall be offered to the senior most qualified person from the immediately subordinate rank. Senior most qualified shall be defined as seniority in rank, not years of service.

C. If the employer can reasonably determine that such absence will last more than ninety-one (91) days, then the employer may appoint said highest eligible employee any time after the first day of absence.

D. Temporarily appointed employees shall begin receiving the higher rate of pay upon appointment.

**SECTION 3**

~~[27]~~

A. All promotional examinations and promotional appointments shall be in accordance with the Town of East Hartford Personnel Rules and Merit System in effect on the date of the Departmental promotional examination announcement.

B. Effective on ratification of the Agreement, promotion exams shall be held with regularity in order to establish and maintain active promotional eligibility lists. Promotional examinations shall be held no less frequently than provided for herein below, absent the extension of the existing eligibility list by the Fire Chief, or mutual agreement between the Fire Chief and Union based on anticipated vacancies:

1. Apparatus Operator: No less frequently than every other year;
2. Lieutenant: No less frequently than every other year;
3. Captain: No less frequently than every three (3) years;
4. Deputy Chief: No less frequently than every three (3) years;
5. Deputy Fire Marshal, Assistant Medical Officer, Assistant Superintendent of Alarms and Assistant Master Mechanic: No less frequently than every four (4) years;
6. Master Mechanic, Superintendent of Alarms, Fire Marshal and Fire Captain of Emergency Management: No less frequently than every four (4) years.

## ARTICLE X
## Vacations

**SECTION 1**

~~[28]~~

In each calendar year, each employee who has or will have six (6) months but less than one (1) year of Town service on December 31st of such calendar year shall receive one (1) week of vacation leave with pay. Each employee who has or will have one (1) but less than five (5) years of Town service on December 31st of such calendar year shall receive two (2) weeks of vacation leave with pay. Each employee who has or will have five (5) but less than ten (10) years of Town service on December 31st of such calendar year shall receive three (3) weeks of vacation leave with pay.

~~[29]~~

Each employee who has or will have ten (10) but less than sixteen (16) years of Town service on December 31st of such calendar year shall receive four (4) weeks of vacation leave with pay. Each employee who has or will have sixteen (16) or more years of Town service on December 31st of such calendar year shall receive one (1) additional day of vacation leave with pay. Each employee who has or will have seventeen (17) or more years of Town service on December 31st

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of such calendar year shall receive two (2) additional days of vacation leave with pay. Each employee who has or will have eighteen (18) or more years of Town service on December 31st of such calendar year shall receive three (3) additional days of vacation leave with pay. Each employee who has or will have nineteen (19) or more years of Town service on December 31st of such calendar year shall receive four (4) additional days of vacation leave with pay. Each employee who has or will have twenty (20) or more years of Town service on December 31st of such calendar year shall receive five (5) additional days of vacation leave with pay.

**SECTION 2**

~~[30]~~

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A. Employees may take their vacation leave at any time during the calendar year except that the Chief may limit the number of employees who may be on vacation simultaneously to eleven (11). The distribution of the eleven (11) positions shall be three (3) officers, four (4) apparatus operators, and four (4) firefighter or firefighter/paramedics. The shift commander shall hold the rank of deputy chief, acting deputy chief, or captain. An acting captain shall not be eligible to serve as a shift commander.

Exceptions to the minimums set forth in Article X, Section 2.A. are allowed for the following shift provided there are enough volunteers who have signed the sign up list:

a. Thanksgiving Day/Night
b. Christmas Eve Day/Night
c. Christmas Day Day/Night
d. New Year's Eve Day/Night
e. New Year's Day Day/Night
f. Fourth of July Day/Night

B. In the event of a conflict concerning a choice of vacations, preference shall be given on the basis of seniority in grade, except that no employee who is entitled to more than two weeks of vacation leave may select such additional vacation leave until all employees who are entitled to two weeks of vacation leave shall have chosen same. No employee shall take individual days of vacation leave in such a manner as to conflict with another employee's choice of a full week of vacation leave. Each week of vacation leave shall begin on Monday and run for seven (7) consecutive days.

**SECTION 3**

~~[31]~~

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All vacation leave may be taken as individual days off. For the purpose of this Section, a week of vacation leave shall mean four (4) tours of duty for those employees who are covered by Section 1 of Article VI of this Agreement and shall mean four (4) tours of duty for those employees who are covered under Section 2 of Article VI of this Agreement. All applicable provisions of this Article shall apply to this Section as well.

**SECTION 4**

~~[32]~~

Each employee may carry forward up to two (2) weeks of unused vacation leave. Such leave shall be taken in accordance with the provisions of Section 2 of this Article. Carryover of vacation under this Section shall require thirty (30) days notice in writing to the Chief or the Deputy Chief.

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**SECTION 5**

~~[33]~~

If any employee is entitled to vacation leave at the time of his/her separation from the Fire Department, or his/her death, such employee, or his/her dependent survivors, as the case may be, shall receive one (1) day of pay for each day or days of such vacation leave.

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## ARTICLE XI
## Sick Leave

**SECTION 1**

~~[34]~~

Each employee shall be entitled to one and one fourth (1 1/4) working days of sick leave, with pay, for each month of service which shall accumulate indefinitely. One 24 hour shift each year may be defined as Personal/Sick Leave to be used at the employee's sole discretion. Use of Personal/Sick Leave shall not break a period of "Perfect Attendance" as defined in Section 2 of Article XI.

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**SECTION 2**

~~[35]~~

The term "perfect attendance" shall mean no time taken for sick leave, unauthorized leave or authorized leave without pay. Employees shall earn one (1) day for perfect attendance for each of the following periods:

| | | |
|---|---|---|
| January 1 | thru | March 31 |
| April 1 | thru | June 30 |
| July 1 | thru | September 30 |
| October 1 | thru | December 31 |

Earned days must be taken within an eight (8) month period.

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**SECTION 3**

~~[36]~~

If an employee has unused sick leave at the time of his/her retirement, he/she shall receive one day of pay for each day of unused sick leave up to a maximum of one hundred twenty (120) ) days. In the event of an employee's death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of ninety (90) days. Employees hired on/after July 1, 2017 will not receive any payout of sick leave upon retirement.

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**SECTION 4**

~~[37]~~

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A. Sick leave may be used by employees for the recovery from illness, injury, exposure to disease, or to permit the absence of the employee for up to 24 hours to care for a member of the employee's immediate family. Immediate family shall mean, and include, mother, father, mother-in-law, father-in-law, spouse, child, sister, brother, grandparent, grandchild, and any family member that is domiciled in the employee's household.

B. Use of sick leave to care for a family member shall be limited to six tours.

**SECTION 5**

~~[38]~~

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No employee will be eligible for sick leave during any period which he/she is eligible for and collecting Workers' Compensation from an employer other than the Town of East Hartford.

**SECTION 6**

~~[39]~~

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A. A medical certification signed by a licensed physician, or other practitioner whose method of healing is recognized by the State authorities, may be required for a period of more than two (2) consecutive working days, or as supporting evidence when sick leave is requested during a period when an employee is on accrued vacation leave, or any other type of leave, or when an employee's attendance shows frequent or habitual absence because of claimed sickness. Medical certification shall be provided on a prescribed form. See Appendix C.

B. Notwithstanding any other provisions of this contract, the Chief will periodically review the attendance patterns of employees. If the review of any employee's record discloses individual events of illness which total six (6) or more days during any twelve (12) month period, or a proportional number if the review period is less than twelve (12) months, the Chief may discuss such attendance pattern with the employee and advise him or her through consultation. The failure to improve his or her attendance prior to the end of the next review period may lead to disciplinary action.

**SECTION 7**

~~[40]~~

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The Town may provide a physician or nurse to make any necessary examinations or investigations of any alleged abuses of sick leave. The cost of such examination or investigation shall be paid by the Town.

## ARTICLE XII
## Injury Leave

**SECTION 1**

~~[41]~~

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Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave, with full pay, from the date of injury until such time as he/she is able to return to duty or reaches maximum medical improvement, whichever comes first, and in no event for

more than eighteen (18) months from the date of injury. Such injury leave may be extended to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to expiration of the initial 18 month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period. In those cases wherein the disabled employee may receive damages or awards through litigation or settlement against third parties, such employees will reimburse the Town for that portion of such damages or awards which compensated him/her for the salary to which he/she was entitled during such leave. The Corporation Counsel is authorized to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

**SECTION 2**

~~[42]~~

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The Town shall pay the hospital, medical and drug expense for each employee who is injured or disabled in the performance of duty, provided that he/she reports such injury or disability to his/her superior officer as soon as he/she becomes aware that such injury or disability was suffered in the line of duty and, further provided that he/she reports same within one (1) year of the date of the injury or disability, and further provided that he/she establishes, through proper evidence and witnesses, that such injury or disability was suffered in the performance of his/her duty.

**SECTION 3**

~~[43]~~

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A. Notwithstanding any provisions of Section 2 of this Article to the contrary, any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee hired before July 1, 1996 shall be presumed to have been suffered in the performance of his/her duties.

B. Any employee who is hired on or after July 1, 1996 shall be subject to the provisions of C.G.S. §7-433c, as it may be amended from time to time.

**SECTION 4**

~~[44]~~

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No employee shall engage in any activity of an emergency nature which is known to have caused heart and hypertension problems as covered under Section 7-433c of the Connecticut General Statutes. This provision shall not apply to activity in the employ of, or for the benefit of the Town.

**SECTION 5**

**Light Duty Work Program**

~~[45]~~

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A. There shall be established a Light Duty Work Program within the East Hartford Fire Department to accommodate the temporary partial physical disabilities of Department personnel, arising from both work related and non-work related illnesses, injuries or medical condition.

B. Whenever any employee presents a doctor's certificate indicating the employee is fit for light duty, the Fire Chief or his designee shall determine:

1. That the employee's skills and abilities and medical condition are appropriate to the light duty job to which he/she has been assigned.

2. An employee who has been released to light duty shall report for light duty on the day of his/her next regularly scheduled shift. Should the employee's next regular shift fall on a Saturday or Sunday he/she shall report for light duty on Monday.

3. Light duty assignments shall be thirty-five (35) hours per week. Personnel shall rotate on a weekly basis between Monday through Thursday from 0730 hrs to 1700 hrs with a 45 minute lunch break and Tuesday through Friday from 0730 hrs to 1700 hrs with a 45 minute lunch break. This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department. Employees on light duty assignments will be excused from duty for reasonable periods of time for doctor's appointments and physical therapy.

4. In the case of work related injuries, that the illness injury or medical condition is expected to continue for no more than eighteen (18) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to the expiration of the initial eighteen (18) month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period; and

   In the case of non-work related injuries, that the illness, injury or medical condition is expected to continue for no more than six (6) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional eighteen (18) months upon receipt by the Town of the written opinion of a physician chosen by the Town, prior to the expiration of the initial six (6) month period that the injured employee will be capable of resuming his/her duties within such extended eighteen (18) month period. Employees with non-work related injuries will submit to independent medical examinations, at the expense of the Town, whenever the Chief in his or her discretion, deems such an independent medical examination (or series of examinations) to be reasonable and appropriate.

   It shall be the responsibility of the employee to secure the doctor's certificate stating the information detailed above, except when an independent medical examination is required.

C. Employees participating in the Light Duty Work Program shall assist in non-fire suppression duties that contribute in a meaningful and identifiable way to the function and mission of the East Hartford Fire Department. No employee shall be required to perform menial or degrading work in the Light Duty Program.

D. Upon receiving medical certification that he/she is fit for duty, the employee shall be returned to the position and unit to which the employee had been assigned prior to the onset of his/her temporary disability, subject to reassignment and/or promotion.

## ARTICLE XIII
## Special Leave

**SECTION 1**

~~[46]~~

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Each employee shall be granted special leave, with pay, for any day or days on which he/she is able to secure another employee to work in his/her place provided:

A. Such substitution does not impose any additional costs on the Town;

B. Such substitution does not cause the Company to be without a qualified employee to fill each of its positions;

C. The officer in charge of his/her assigned shift shall be notified in writing on an approved form or electronically at least 24 hours in advance;

D. In each calendar month, no employee shall exchange more than two (2) day tours of special leave, excluding weekends and holidays, except if being used for educational purposes - proof may be required.. If one or more additional days are requested, they may be granted only with approval of the Chief or the Assistant Chief;

E. Neither the Department nor the Town is held responsible for enforcing any agreements made between employees.

**SECTION 2**

**Family Medical Leave**

~~[47]~~

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The Town will comply with all the terms of the Federal Family Medical Leave Acts. These terms include but are not limited to the following:

A. Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or accrued paid personal leave for any of the situations covered by FMLA.

B. Events which qualify employees for such leave are:

- Birth or adoption of a child or placement of a child in the employee's home for foster care.
- A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child.

C. To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.

D. The Town may require medical certification to document the reason for the leave, where provided by law.

E. The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.

F. During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.

G. Employee may be required to provide a "fitness for duty" certification upon return to work.

## ARTICLE XIV
## Funeral Leave

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Each employee shall be granted leave, with pay, in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of the burial, unless an additional day is necessary for travel, subject to approval by the Chief or designee. In no event shall such leave be less than four (4) tours commencing with the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following: mother, father, mother-in-law, father-in-law, spouse, child, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, step-son, step-daughter, and any relative who is domiciled in the employee's household.

## ARTICLE XV
## Uniform Allowance

**SECTION 1**

~~[49]~~ Formatted: Normal, No bullets or numbering

The Town shall provide employees with dress uniforms to include:

1 pair of Dress Gloves

1 Long-Sleeved Dress Uniform Shirt
1 Uniform tie
1 Class A Dress Uniform Blouse
1 Dress Uniform Winter Jacket
1 Pair of Dress Uniform Slacks
1 Pair of Dress Uniform Shoes
1 Dress Uniform Hat and Hat Badge
2 Dress Uniform Badges
2 Sets of Dress Uniform Collar Insignia

The Chief shall determine when the change of seasonal uniforms will occur. The Chief may make bi-annual inspections of dress uniforms.

**SECTION 2**

~~[50]~~

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The Town shall continue to provide each employee with his/her own protective clothing which is of good quality and in good condition. Such personal protective equipment shall be appropriate for the conditions under which employees are expected to operate during emergency situations. All clothing shall meet or exceed the NFPA and/or OSHA standards. This equipment shall include the following:

1 New York style helmet
1 Set of complete turnout gear
1 Pair of Structural Firefighting gloves
1 Pair of Structural Firefighting boots
1 Nomex Hood
1 SCBA Mask

**SECTION 3**

~~[51]~~

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A. The Town shall provide work uniforms to each employee. Issued uniforms shall be solely and exclusively utilized when on-duty.

B. Issued uniforms shall be selected based upon a combination of OSHA compliance, NFPA guidance, wearability, appearance, and economic considerations. Such uniforms shall conform to the department uniform policy (DP-2001) in effect as of January 15th, 2008.

C. The Fire Chief, with input from the Joint Labor/Management Health and Safety Committee, shall have the ultimate and final decision on selection and purchase of uniforms.

D. At the discretion of the Fire Chief or his/her designee, the Town of East Hartford shall pay for the cleaning and or repair of the employee's Class A uniform.

~~[Issue No. 3A]~~
~~[Issue No. 3B]~~

## ARTICLE XVI
## Insurance

**SECTION 1**

~~[52]~~

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The Town shall provide and pay for the following insurance for all employees and their enrolled dependents:

~~[53]~~

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~~[54]~~

A. The medical and vision coverage provided through the IAFF HEALTH AND WELLNESS TRUST (IAFFHWT)~~Northwest Fire Fighter's Trust (NWFFT)~~ as described in this Article. The current coverage provided by the IAFFHWT ~~NWFFT~~ plan is attached as Appendix D of this agreement. The parties agree that the IAFFHWT ~~NWFFT~~ alone has the authority to change the terms of coverage for this plan. Each year the Union shall cause IAFFHWT ~~NWFFT~~ to provide to the Town a copy of its IRS Form 5500, as well as a report showing the performance of the plan.

1. The IAFFHWT ~~NWFFT H~~health ~~P~~plan design is currently an HDHP-HSA with deductible parameters of $2,000/$4,000. All other IAFFHWT ~~NWFFT H~~health plan perimeters are as defined in summary benefits coverage. The IAFFHWT ~~NWFFT plan~~ offers a vision plan as part of the overall medical benefits plan and is included in the medical plan rates. In the alternative, a PPO/POS plan option will be available to members who wish to buy up the difference in cost from the Town's total contribution for the HDHP/HSA and the PPO option.

2. At no time will the Town pay an additional contribution to the IAFFHWT ~~NWFFT~~ premium if the Trust premium is more than the Town's HDHP allocation rate of similar benefits. The allocation rate used in this calculation is based upon a plan design of equal value ($2,000/$4,000 deductible and Rx copayments as outlined in Appendix D).

3. The Town will annually deposit an additional $250 in the employee's HSA for participating in its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually have their primary care physician complete the Preventive Health Attestation as Appendix G certifying that they have had medical screenings appropriate for their age. Employees will be required to submit said form as proof of completion.

4. The Triple Option Dental Plan, as described in Appendix E with the duration of coverage for non-spouse dependents to ~~[Issue No. 4A]~~ age nineteen (19) or to age twenty-three (23) if enrolled as a full-time student in an accredited school or university.

5. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall be eligible to enroll in the IAFFHWT ~~NWFFT~~ POS plan option. The employee shall pay the same premium share contribution as the IAFFHWT ~~NWFFT~~ HDHP and the Town will pay the difference in premiums between the IAFFHWT ~~NWFFT~~ HDHP and POS plans. Employees currently receiving Veterans benefits may also elect to enroll in the IAFFHWT ~~NWFFT~~ HDHP, however, they should be aware of the timing of any HSA contributions to avoid potential tax penalties.

~~[Issue No. 4B]~~
~~[Issue No. 4C]~~

~~[58]~~

B. All members of the bargaining unit who elect insurance coverage under Sections A and B (as applicable) above (health, prescription drug and vision) will contribute toward the cost of such insurance benefits on a weekly pre tax basis for each year of the contract as described below:

~~[59]~~

~~Effective [Issue No. 5A] July 1, 2022, each~~Each employee enrolled and covered under section B shall contribute ~~[Issue No. 5B]~~ 11% of the IAFFHWT ~~NWFFT~~ premium charged to the Town through weekly payroll deductions on a pretax (IRS Code §125) basis. The IAFFHWT ~~NWFFT~~ premium is only for the cost of the benefit plan and does not include any additional costs associated with HSA contributions or preventive health screenings. The Town Dental plan contribution will be based upon ~~[Issue No. 6]~~ based upon a 10% annual contribution.

~~[60]~~

~~Effective July 1, 2023 each employee enrolled in the NWFFT shall contribute [Issue No. 5C] of the NWFFT premium charged to the Town. The NWFFT premium is only for the cost of the benefit plan and does not include any additional costs associated with HSA contributions or preventive health screenings.~~

~~[62]~~

~~Effective July 1, 2024 each employee enrolled in the NWFFT shall contribute [Issue No. 5D] ___% of the NWFFT premium charged to the Town. The NWFFT premium is only for the cost of the benefit plan and does not include any additional costs associated with HSA contributions or preventive health screenings.~~

~~[65]~~

~~Effective July 1, 2025 each employee enrolled in the NWFFT shall contribute [Issue No. 5E] ___% of the NWFFT premium charged to the Town. The NWFFT premium is only for the cost of the benefit plan and does not include any additional costs associated with HSA contributions or preventive health screenings.~~

~~[67]~~

The payroll deductions specified above shall be implemented pursuant to a Section 125 pre-tax wage deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who

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complete and sign the appropriate wage deduction form. The Town shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

~~[68]~~

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D. The Town of East Hartford will implement a Program called the "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial incentive to drop Town-sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

1. The payments to be made to employees who drop their Town-sponsored health insurance plan (Blue Cross & Blue Shield or any HMO), excluding Dental, will be as follows:

| **Coverage Type** | **Payment Amount** |
|---|---|
| Individual | $1,250 |
| Individual plus one dependent | $1,500 |
| Individual plus two or more dependents | $1,750 |

No payment will be made for a reduction in the number of dependents. The employee's entire contract must be canceled by the employee to qualify for payment.

2. One-quarter of the above amounts ($312.50, $375, $437.50 respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter.

3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," attached as Appendix F, and will provide written evidence of health insurance coverage by another plan.

4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.

5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.

Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan. Employees can enroll in the Town's medical plan only at the first of each month.

~~[69]~~

E. The Town shall provide and pay for a fifty thousand dollar ($50,000.00) life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum of sixty thousand dollars ($60,000); converted to a $15,000.00 retiree life insurance benefit on retirement separation.

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**SECTION 2**

~~[70]~~

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A. The Town shall provide and pay for the insurance benefits listed at Section 1, paragraphs A or B (as applicable) of this Article for all employees upon retirement. The premium cost sharing provisions contained in Section 1, paragraph F do not apply to retirees insurance. The PPO will be replaced with the HDHP for all employees retiring on or after July 1, 2017. The deductible will be $1500 single, $3000 family. The Town will not contribute any portion of the annual plan deductible or offer the wellness incentive.

   Employees separating service through retirement after July 1, 2017 but prior to July 1, 2020 shall be provided the HDHP with HSA ($1,500/$3,000 – 100%/80%) insurance benefits herein Section 1.A.

   Employees who enter or entered the DROP on or after July 1, 2017 but prior to July 1, 2020 and who separate service after July 1, 2020 shall have the option at their time of separation to revert to, and participate in the HDHP plan with HSA ($1,500/$3,000 – 100%/80%) insurance benefits herein Section 1.A. or to remain with the IAFFHWT ~~NWFF~~ HDHP HSA ($2,000/$4,000 – 100%/80%) herein Section 1.B.

   Employees retiring and separating service or entering the DROP on or after July 1, 2020 will have the IAFFHWT ~~NWFF~~ HDHP HSA ($2,000/$4,000 – 100%/80%) insurance benefits herein Section 1.B. and the Town will not contribute any portion of the annual plan deductible or offer the wellness incentive.

B. For retired employees age 65 and over, who are eligible for Medicare Parts A and B, Medicare Supplemental coverage shall be provided in place of the foregoing coverage.

C. All employees hired after September 1, 2013 shall contribute seventeen hundred dollars ($1,700.00) annually through weekly payroll deductions to the Town's Other Post Employment Benefit Trust on a pre-tax basis (IRS Code §125). Effective July 1, 2017, employees hired prior to September 1, 2013 shall contribute seven hundred dollars ($700) annually through weekly payroll deductions to the Town's OPEB trust on a pre-tax basis (IRS Code §125).

**SECTION 3**

~~[71]~~

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The Town shall provide and pay for the insurance benefits, as described in Section 2 above, for the retired employee's spouse, under the following circumstances:

A. Coverage is only effective for the spouse of an employee retiring on or after January 1, 1983. Such coverage will not be provided to the spouse of a presently retired employee.

B. The retired employee must attain age 60 before his/her spouse will be eligible for this coverage.

C. If the retired employee remarries, the new spouse will not be eligible for this coverage.

D. The term "spouse" shall mean the retired employee's spouse who shall have been married and living with the employee as his/her wife/husband at the time of his/her retirement. When the retired employee dies, all coverage to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.

E. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town or the IAFFHWT ~~NWFFT~~ premium charged to the Town whichever is applicable. Employees retiring on/after July 1, 2025 must pay 75% of the IAFFHWT ~~NWFFT~~ premium charged to the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made continuously from his/her pension check, commencing with his/her 60th birthday, all coverage to the spouse shall cease and shall not be reinstated.

F. For those employees who retire before July 1, 2025, the Town will pay 100% of the premium for Parts A & B Medicare Supplemental coverage for the spouse. For employees who retire on or after July 1, 2025, coverage to the spouse will cease when the spouse becomes eligible for Medicare.

~~[Issue No. 7A]~~

~~[Issue No. 7B]~~

**SECTION 4**

~~[72]~~

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The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits; however covered services shall not be reduced by any such change, and there shall be no loss of coverage

due, to pre-existing conditions. Any substitute insurance plan shall have a high quality network, defined as one of the three (3) largest networks in the service area.

## ARTICLE XVII
## Leave of Absence Without Pay

~~[73]~~ Formatted: Normal, No bullets or numbering

The Town may grant a leave of absence without pay, benefits, seniority, or pension accrual, to any employee, upon his/her request, for a period not to exceed one (1) year, providing such leave may not be taken for the purpose of seeking other employment. Upon expiration of an approved leave of absence, or earlier if so requested by the employee, he/she shall be reinstated in the position held at the time leave was granted.

## ARTICLE XVIII
## Seniority and Reduction in Force

**SECTION 1**

~~[74]~~ Formatted: Normal, No bullets or numbering

Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his/her respective classification. For the purpose of this Section, Classification shall mean and include the following:

A. Firefighter/Paramedic, Firefighter, Apparatus Operator

B. Fire Lieutenant

C. Fire Captain

D. Deputy Chief

An employee's length of service shall not be reduced by time lost due to sick or injury leave.

**SECTION 2**

**Layoff and Recall**

~~[75]~~ Formatted: Normal, No bullets or numbering

In the event that the Town deems layoffs to be necessary, the following procedures shall apply. Any reduction in force shall not reflect discredit on the service of any affected employee.

A. **Order of Layoff**

1. Temporary employees shall be laid off before probationary employees.

2. Probationary employees shall be laid off before regular employees.

3. Among regular (non-probationary) full time employees, the following job classifications shall be established for purposes of layoff:

a. Deputy Chief
b. Captain
c. Lieutenant
d. Apparatus Operator
e. Firefighter
f. Firefighter/Paramedic
g. Chief Training Officer
h. Chief Medical Officer
i. Assistant Medical Officer
j. Fire Marshal
k. Deputy Fire Marshal
l. Master Mechanic
m. Assistant Master Mechanic
n. Alarm Superintendent
o. Assistant Superintendent of Alarms
p. Emergency Management Captain

4. Should it become necessary to eliminate a position in any of the foregoing classifications, the least senior firefighter or firefighter/paramedic will be affected by the elimination of the position within his/her classification. The least senior firefighter or firefighter/paramedic in which the elimination takes place shall be entitled to "bump" the least senior firefighter or firefighter/paramedic most recently held by such employee. The least senior firefighter or firefighter/paramedic so affected shall be entitled to bump the least senior firefighter or firefighter/paramedic most recently held by such employee and this bumping procedure shall continue until the least senior firefighter or firefighter/paramedic is laid off. Seniority within the previously held classification shall include time served in the classification from which the demotion is made.

5. Notwithstanding anything in this Article to the contrary, no employee shall "bump" into a promotional position or pay increase as a result of this procedure.

B. **Recall**

~~[76]~~

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The name of any employee who is laid off by operation of this procedure shall be placed on a recall list for a period of eighteen (18) months from the date on which his/her layoff occurred. Similarly, the names of all employees who were reduced in rank as a result of this procedure shall remain on a re-promotion list for a period of eighteen (18) months. Upon the creation of a new position or a promotional position, offers of employment shall be extended to the employees whose names appear on the recall or re-promotion list, in order of seniority, before offering any such position to any person from the eligibility list. Refusal to accept an offer of re-employment or re-promotion within five (5) calendar days, or to report to work within thirty (30) calendar days from receipt of a written offer of re-employment, or re-promotion, as the case may be, sent by certified mail, return receipt requested to the last

known address of the employee, shall result in removal of the name of such employee from the recall or re-promotion list.

## ARTICLE XIX
## Probationary Period

**SECTION 1**

~~[77]~~

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no appointment shall be deemed final and permanent until after the expiration of a period of probationary service.

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A. The probationary period shall commence on the date of hire. The probationary period shall continue for not less than one year. Should the probationary period include attendance at the Connecticut Fire Academy Recruit Firefighter Program, or equivalent, it shall continue for a period of time not less than one year after graduation from that program.

B. During the probationary period, the Chief of the Fire Department may terminate the employment of such employee, if, during this period, upon observation and consideration of his/her performance and duty, he/she shall deem him/her unfit for such appointment. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedure. Nothing contained herein shall be used to deny any employee any rights or any benefits to which he/she may be entitled under the pension provisions of the Retirement Act covering employees of the Fire Department.

**SECTION 2**

~~[78]~~

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no promotional appointment into a position above the rank of Firefighter or Firefighter/Paramedic shall be deemed final until after the expiration of a period of one year's probationary service.

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A. For those individuals that possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall begin on the date of appointment to the promotional position.

B. For those individuals that do not possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall end one year from the date the individual appointed to the promotional position satisfies all Job Qualifications and Licensing Requirements of the position.

## ARTICLE XX
## Employee Wellness Program

**Section 1**

~~[79]~~

Each employee shall participate in the wellness program. The wellness program shall consist of the following program elements: Annual Medical Physical examination as described in Section 4; Creation and Maintenance of a Program to address physical fitness as described in Section 7; Creation and Maintenance of a Program to address behavioral health as described in Section 8; and Creation and Maintenance of a program to assist injured members to return to duty as described in Section 9;

**SECTION 2**

~~[80]~~

Each employee shall be required to undergo such physical examinations as are or may be required by Federal and/or Connecticut State laws or regulation.

**SECTION 3**

~~[81]~~

Entry Level candidates shall be required to undergo an entry-level medical physical prior to offer of employment. Said medical physical will be based upon the Entry Level Candidate sections of NFPA Standard 1582 or its equivalent.

**SECTION 4**

~~[82]~~

All members of the organization shall be required to undergo a medical physical each year. This medical physical will based on the 'incumbent' portions of the National Fire Protection Association Standard 1582 or its equivalent. The medical physical will be provided by the Town at no cost to the employee and:

1. Be conducted by an Board Certified Occupational Health Physician.
2. Include blood work, spirometry, a physical exam, vision and hearing testing, aerobic capacity testing and such other components as dictated by the applicable portions of the standard.
3. Included testing for the Hepatitis B anti-body each year.
4. Include testing for the Hepatitis C anti-body once every five (5) years.

**SECTION 5**

~~[83]~~

Tobacco use by members covered by the Wellness Program is prohibited. For the purposes of this section, tobacco is defined as any product consisting of, in whole or in part, tobacco or any by-product of tobacco. Tobacco products include, but are not limited to cigarettes, cigars, pipe tobacco, smokeless tobacco, chewing tobacco, snuff, and other similar products. Tobacco usage prescribed by a physician licensed by the State of Connecticut may be approved

**SECTION 6**

~~[84]~~

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Members participating in the Capital Region Hazardous Materials Team as described in the MOA dated May 21, 2010 shall have blood screening conducted for exposure to heavy metals. Such testing shall occur upon member entry to the team, separation from the team, and post-operation at any incident where the heavy metals were present, exposure occurred, and members of the team operated.

**SECTION 7**

~~[85]~~

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A. Members participating in the wellness program shall have access to physical fitness facilities, including but not limited to aerobic, flexibility, and strength training equipment, while on duty.

B. To ensure proper usage of the equipment described in Section 7 (A), the department will select and maintain a cadre of Peer Fitness Trainers as defined in NFPA Standard 1583 (or WFI) or equivalent.

**SECTION 8**

~~[86]~~

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A. Members participating in the wellness program shall have access to behavioral health resources.

B. To enable the program, the department will select and maintain a Peer Counseling Team.

**SECTION 9**

~~[87]~~

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Members who suffer an off-duty injury or illness that:

- Results in lost work time greater than 30 days, and/or,
- Results in surgical intervention resulting in lost work time,

Shall not return to full duty until cleared for such duty by the department's occupational health physician. In the event of conflict in medical opinion of the department's occupational health physician and the member's treating physician, the opinion of the department physician shall prevail. Should this result in extended leave, or Light Duty eligibility, the member will be carried on Special Leave until such time as they receive approval for full duty or non-service connected disability retirement. Such leave shall not exceed 365 calendar days.

## ARTICLE XXI
## Health and Safety

**SECTION 1**

~~[88]~~

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There shall be a Safety Committee consisting of three members: one member appointed by the Union, one member appointed by the Town, and one representative of the Town's Workers' Compensation Administrator. The Town and the Union shall notify each other of the Committee appointees and reserve the right to remove and replace their appointees.

**SECTION 2**

~~[89]~~

The Safety Committee shall meet at times mutually agreed, provided that there shall be up to four (4) meetings each year held at the request of either the Town or the Union. The Union's representative on the Committee shall be released from duty without loss of base pay for the purpose of attending any Committee meeting which takes place during his/her regularly assigned work time.

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**SECTION 3**

~~[90]~~

The Safety Committee shall discuss safety issues and may formulate recommendations for preventive or corrective action on safety matters. Any Committee recommendation shall be forwarded to the Chief, the Personnel Director and the Mayor. The Committee shall establish guidelines as to the length of time required for the Town's response to its recommendations which shall take into consideration such factors as whether acceptance would require the purchase of additional equipment, appropriations to the Department, or approval by any person or body other than Town administration.

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**SECTION 4**

**Physical Examinations**

~~[91]~~

A. The Town will conduct the physicals at St. Francis Occupational Health or a location mutually agreeable to the Chief and the Union with a physician provided by the Town during an employee's working hours. The Chief or his designee will schedule the appointments.

B. If any follow-up examination is required after an individual has been examined by the Town's physician, the Town will bear the expense, and will select the physician to conduct the follow-up.

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## ARTICLE XXII
## Emergency Medical Service

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**SECTION 1**

~~[92]~~

A. All employees render BLS medical aid and assistance to the ill and injured by job description and receive compensation for such services in their base salary.

Effective July 1, 2006, employees in grades 65, 66, and other ~~personnel~~ employees who ~~provide paramedic level training and~~ possess a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital and provide such service to the Town, shall be paid a yearly stipend the first pay period in December. ~~The stipend for providing such care shall begin in year one (1) [Issue No. 8] [To be Completed]~~

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Effective July 1, 2022, employees hired to provide paramedic level care shall be compensated in the following manner:

- $1,000 upon hire
- For employees who have been granted medical control from the East Hartford Fire Department Sponsor Hospital up to the completion of year four (4) of employment: compensation will be 2.5% of the current top-step firefighter rate
- For employees with at least four (4) but less than nine (9) completed years of service: compensation will be at 4.5% of the current top-step firefighter
- For employees who have completed nine (9) years of service until separation from paramedic service: compensation will be 6.5% of current top step firefighter rate.

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~~3. No licensed paramedic with medical control currently providing paramedic level care with East Hartford Fire Department shall receive less of a stipend than he or she would have received under the terms of the previous labor agreement.~~ As of July 1, 2022, any employee who has completed nine (9) years as a paramedic with medical control will have a one-time irrevocable choice to retain the current method of stipend calculation at .5% of top step firefighter pay for each year of paramedic service.

~~3. Licensed paramedics who re-enter the system shall begin accumulating additional years of service immediately upon receiving medical control from the East Hartford Fire Department Sponsor Hospital.~~

~~3. Licensed paramedics who re-enter the system shall not receive credit for the intervening years between their separation and subsequent re-entry.~~

~~4.~~1. For the purposes of calculating years of service only, a licensed paramedic with medical control from the East Hartford Fire Department Sponsor Hospital who provides advanced life support for any portion of a year between their anniversary date and their next anniversary date shall have their service pro-rated for the time served. In no case will credit be less than a six (6) month period.

~~5.~~2. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service in accordance with Article XXII Section 2 C or D may voluntarily separate from the paramedic program. This separation is only permitted biannually on June 30 and December 31 regardless of the date the member entered the program.

~~6.~~3. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service may, with approval of the fire chief, voluntarily re-enter the paramedic program. This is only permitted biannually on June 30 and December 31.

~~7.~~4. Members voluntarily re-entering the paramedic program must have, at the time of their re-entry, all license and certifications required of current members in the

paramedic program. ~~Personnel~~ Employees lacking said certification or licensure shall not be re-admitted to the program.

~~8.~~5. Members voluntarily re-entering the paramedic program ~~after a separation of more than 24 months, and without demonstration of active paramedic service (with any agency) during the intervening period,~~ shall be pre-cepted in accordance with the requirements set forth by the East Hartford Fire Department Sponsor Hospital~~sponsor hospital or regional medical authority~~.

~~9.~~6. The department reserves the right to involuntarily separate, for cause, a practicing paramedic who has met their contractual obligation from the program.

~~10.~~7. Licensed paramedics who exit the system on June 30th shall receive half of their annual stipend.

~~11.~~8. Licensed paramedics, who exit the system on December 31st, shall receive the full annual stipend.

~~[93]~~

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B. Employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for less than six (6) months of the calendar year shall receive one-half of the amounts specified above for that year; employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for six months or more of the calendar year shall receive the full amount specified above for that year. These stipends shall be payable on the first pay period in December.

C. Employees who are licensed as paramedics and have medical control from the East Hartford Fire Department Sponsor Hospital shall be paid in accordance with Article VIII, Section 1, whenever they are required to attend training courses to maintain their license.

D. Employees holding the rank of Chief Medical Officer or Assistant Medical Officer at the execution of this agreement who possess a paramedic license with medical control from the East Hartford Fire Department Sponsor Hospital, shall be paid 0.5% of top-step firefighter pay for each year of paramedic service. Subsequent employees to hold the position of Chief Medical Officer will be compensated at 10% of the current top step firefighter rate and Assistant Medical Officer will be compensated at 8% of the current top step firefighter rate.

**SECTION 2**

**Certification**

~~[94]~~

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A. All firefighters hired between August 26, 1987 and June 30, 1996 shall be required to hold their EMT-P license and to maintain that license for six (6) years ~~licensing periods (of one year duration)~~ following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.

B. All firefighters hired on or after July 1, 1996, shall be required to hold, at a minimum, EMT-Basic certification and to maintain that certification thereafter.

C. All firefighter/paramedics hired prior to January 1, 2002, who hold paramedic license at the time of appointment and who provide such service, shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for six (6) years ~~licensing periods (of one year duration)~~ following appointment.

D. All firefighter/paramedics hired on or after January 1, 2002 who hold a paramedic license at the time of appointment and who provide such service shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for ten (10) years ~~licensing periods (of one year duration)~~ following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.

~~C.~~E. All firefighter/paramedics hired on or after January 1, 2022 who hold a paramedic license at the time of appointment and who provide such service shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for ten (10) years beginning when medical control was granted. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.

~~[95]~~

F. The Department maintains the right and prerogative to implement changes in the EMT's skill set based on changes with the nationally recognized training curriculum and/or to skills approved for or extended to a specific EMS certification group by State, Regional, or Local EMS entities.

G. Employees with a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital shall constitute no less than thirty ~~three~~ percent (~~33%~~30%) of the total budgeted positions for employees covered by Article VI, Section 1. If the number of employees with paramedic licensing drops below the minimum percentage expressed herein, no applicant without a paramedic license will be hired until the minimum paramedic percentage level is restored.

1. When the number of licensed paramedics with East Hartford Fire Department Sponsor Hospital medical control exceeds 36, the Fire Chief reserves the right to permit paramedics promoted to the rank of Apparatus Operator relief of their commitment as outlined in Article XXII Section 2 D.
2. Starting with the senior most promoted apparatus operators, employees may request to be relieved of the minimum service requirement on December 31. The Fire Chief may grant early release provided:
   i. The request is received in writing at least four weeks prior and,
   ii. The number of employees covered by Article VI, Section 1 providing paramedic level care exceeds thirty-six (36) and,

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iii. The early release does not negatively impact service delivery as determined by the Fire Chief or his/her designee.

3. No paramedic with less than seven (7) completed years of service will be granted early release.
4. Early release decisions are made at the sole discretion of the Fire Chief.
5. Employees granted early release may be recalled to the program for one (1) calendar year from early release provided:
   i. Their license and medical control remains active and in good standing.
   ii. An emergent operational need exists.
   iii. They are within the ten-year commitment period.
   iv. Recalled employees will be paid the current paramedic stipend starting immediately upon recall.
6. Employees granted early release may work voluntarily as a paramedic for one calendar year to prevent order-back scenarios or in emergent situations provided their medical control is active. Employees opting to voluntarily work as a paramedic will be compensated at their current overtime rate.
7. Employees granted early release will not earn a paramedic stipend as outlined in Article XXII Section 1.A with the exception of a recall to the program as specified in Article XXII Section 2 G.5.
8. Employees granted early release will be required to attend ALS refreshers and maintain medical control at the expense of the town for the period they are able to be re-called to the program.

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~~D.~~H. If, during the period that a firefighter/paramedic is required to maintain a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital he/she does not satisfy re-licensing requirements and/or fails to maintain medical control, he/she shall be provided a period of time not to exceed six (6) months to regain a paramedic license and/or medical control. The period of time from loss ~~or~~ of license and/or medical control shall be added to the period the firefighter is required to hold a paramedic license. The Town shall not bear any costs associated with an employee's effort to regain his/her paramedic license and/or medical control.

I. All current employees who were not required to possess paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital at the time of appointment and who elect to seek their paramedic license and medical control following appointment, provided prior approval is granted by the Chief of the Department, shall be required to make a commitment to maintain their paramedic license and medical control for a minimum of two (2) years beginning when medical control was granted. ~~licensing periods (of one year duration each).~~

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J. The department reserves the right and prerogative to hire certified EMTs in accordance with Article XXII Section 2 G. with the intention of having those employees attend paramedic training as a condition of continued employment at the town's expense. Those employees who are hired will be required to obtain a paramedic license within two (2) years of appointment. Employees who fail to obtain a paramedic license will be

discharged in accordance with Article XXII Section 2 E. Employees hired under this provision will be required to perform paramedic level duties for the period of time as specified in Article XXII Section 2 E.

~~E.~~

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~~F.~~K. All employees who participate in training for EMT certification must make a good faith effort to pass examinations and to meet all other requirements. All employees who possess their paramedic license and who participate in Department sponsored training to maintain their license shall perform the duties of a paramedic during the remainder of their licensing period.

~~G.~~L. For employees who obtain their paramedic license and medical control subsequent to initial employment (in accordance with Section F hereof):

1. If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive pro rata payments under Section I for that calendar year and each calendar year thereafter during the period of medical disqualification.

2. If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.

M. For employees who were required to possess a paramedic license upon initial employment (in accordance with Sections A, C and D hereof):

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1. If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive no pro rata payments under Section 1 for that calendar year and each calendar year thereafter during the period of medical disqualification.

2. If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.

N. Any employee who holds an EMT-P license and decides not to re-license after completing his/her minimum commitment to maintain licensing, shall give one hundred twenty (120) days notice of his/her decision to the Chief.

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~~J.~~O. For purposes of this Article the terms "certification" and "license" shall be interchangeable where the context so requires.

~~K.~~P. Any member who holds a State of Connecticut Paramedic license but provides only BLS care while performing his duties in the Department shall be given no less than 24 hours of continuing medical education over a three (3) year period.

~~L.~~Q. ~~For any employee not receiving a stipend pursuant to Article XXII, Section 1.A. and those employees in their first or second year of service, t~~The Town shall annually contribute towards or reimburse employees for the cost of EMS certification and/or licensing renewal fees, up to $175 per employee, for all employees certified or licensed as an EMT or EMT-P recognized by the State of Connecticut. Reimbursement shall be paid during the first pay period in December of the employee's cost of such renewal disbursed in a fair and equitable manner taking into consideration the renewal fees cost and the total number of members being reimbursed that calendar year.

**SECTION 3**

**Precepting**

~~[96]~~

A Precepting program shall be established and maintained by the Department. Those employees who are assigned precepting duties (preceptors) shall receive a stipend of seven tenths of one percen of the current top step Firefighter rate of pay for each tour in which precepting is performed.

## ARTICLE XXIII
## Miscellaneous

**SECTION 1**

~~[97]~~

No employee shall be required to stand watch after 10:00 p.m.

**SECTION 2**

~~[98]~~

The officer in charge shall apportion all work among subordinates as equitably as practicable.

**SECTION 3**

~~[99]~~

All promotions shall be made through a merit system.

**SECTION 4**

~~[100]~~

A. A budget of $20,000 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects at a recognized school or college, which courses or subjects

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are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.

B. A budget of $20,000 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members who participate in and receive a grade of C or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.

C. Only employees who were enrolled in degree programs in the above referenced areas prior to July 1, 1989 and who continue in such program after the effective date of this contract shall continue, when scheduled to work, to receive leave with pay to attend such classes, provided prior approval is granted by the Chief of the Department, which approval shall not be unreasonably withheld. Any change in program or failure to participate continuously (each term) will disqualify current participants from this grandfather provision. The Town and the Union shall mutually develop a list of participants who are eligible for this grandfather provision. The Department shall also grant leave with pay for attending courses when attendance is required by the Department.

D. Any employee who has been compensated under this Section shall remain in the Fire Department's employment for five (5) years after completion of the course or reimburse the Town any monies expended under this Section. However, no such reimbursement shall be required in the case of retirement at a time when the retiree is eligible for current retirement benefits pursuant to the Town of East Hartford pension plan.

**SECTION 5**

~~[101]~~

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At the sole discretion of the Fire Chief, employees in Salary Grades 67, 68, 69, 71, and 72 may be issued and required to carry a department issued phone. Department phones, if issued, shall be worn on a 24-hour per day basis while both on duty and off duty. Employees will respond promptly to phone calls and messages when required. Fire Department issued phones may be used for personal matters within the limits of service provided and any plan or level of service restriction.

**SECTION 6**

~~[102]~~

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All employees shall be furnished with an identification card, which is the property of the Town.

**SECTION 7**

~~[103]~~

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The department shall not schedule Fire or EMS related training on any holiday covered under Article VII, section 1 of this agreement. Training hours shall be conducted Monday thru Friday between the hours of 0800 and 2100 and on Saturday between the hours of 0900 and 1300. Any alterations must be accomplished with the consent of both the Union and the Chief of the

Department. Outdoor training shall not occur when the Heat Stress Index (as displayed in Appendix H) is above 90 degrees Fahrenheit or the Wind Chill Index (as displayed in Appendix H) is below 25 degrees Fahrenheit. The National Weather Service shall be used to obtain the current temperature, humidity and wind chill.

**SECTION 8**

~~[104]~~

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Employees in salary grades 65, 66, 68, 69, and 72 shall be permitted twenty four (24) hours of Educational Leave with pay annually to attend training classes, seminars, conferences or other educational programs and offerings that take place when an employee is scheduled for duty provided prior approval is granted by the Chief or his designee. At the discretion of the Chief, additional hours of educational leave may be granted.

~~[105]~~

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Employees in salary grades 67 and 71 shall be granted thirty two (32) hours of Educational Leave with pay annually to attend training classes, seminars, conferences or other educational programs and offerings provided prior approval is granted by the Chief or his designee. At the discretion of the Chief, additional hours of educational leave may be granted.

**SECTION 9**

~~[106]~~

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Upon signing a successor agreement to this contract, the Town shall provide each member of the bargaining unit with a digital copy of this contract in PDF format and a digital copy of this contract (in an editable format compatible with Microsoft Word) to the Union president for the purpose of future negotiation.

**SECTION 10**

Effective July 1, 2022, an annual education incentive in the amount set forth below shall be paid to members holding the following degrees as of July 1 of each fiscal year:

| | |
|---|---|
| Associates Degree | $250 |
| Bachelors Degree | $500 |
| Masters Degree | $750 |

The degree must be from an accredited school or college. The educational incentive sum shall be paid each fiscal year commencing July 2022 by the end of the month.

**SECTION 11**

Effective upon issuance of the award in Case No. 2023-MBA-134, the Town shall pay a one-time "Covid Bonus" of One Thousand ($1,000) Dollars to each employee employed at the time of issuance of the award in recognition of the duties performed during the COVID-19 Pandemic.

## ARTICLE XXIV
## Savings Clause

**SECTION 1**

~~[107]~~

The Town retains all rights it had prior to the signing of this contract, except such rights as are specifically relinquished or abridged by this contract.

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**SECTION 2**

~~[108]~~

All rights, privileges, and job benefits enjoyed by employees prior to the effective date of this contract, which are not specifically provided for or abridged in this contract, are hereby protected by this contract.

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## ARTICLE XXV
## Wages and Longevity

~~[109]~~

The wages for all employees shall be as set forth in Appendix A attached hereto.

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## ARTICLE XXVI
## Duration

~~[110]~~

A. The duration of this contract shall extend from July 1, 2022 through June 30, 2026 as it applies to all items of the contract. Either party wishing to terminate, amend, or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to such expiration date.

B. Within twenty (20) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendment, modification or termination.

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## ARTICLE XXVII
## Apparatus Operators

~~[111]~~

The Town will maintain 40 Apparatus Operator positions for eight pieces of apparatus.

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~~[Issue No. 9]~~

**IN WITNESS WHEREOF**, the parties have caused their names to be signed this ___ day of ~~_____~~, January, 2022.

| **TOWN OF EAST HARTFORD** | **LOCAL #1548, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL CIO** |
|---|---|
| _____ | _____ |

| | |
|---|---|
| Michael Walsh<br>Mayor | President |
| Tyron Harris<br>Director or Human Resources | Vice President |
| Chief Kevin Munson<br>For the Town | Secretary |
| Sandra L. Franklin<br>Benefits Administrator | |

**APPENDIX A**
**SALARY SCHEDULE**

~~[112]~~

**July 1, 2022 – June 30, 2026**

**GRADE**

**65 - Firefighter, Firefighter/Paramedic***

| | Increase | Step ~~2~~1 | Step ~~3~~2 | Step ~~4~~3 | Step ~~5~~4 |
|---|---|---|---|---|---|
| 7/1/2022 | 2.50% | 69,147 | 72,694 | 76,246 | 79,771 |
| 7/1/2023 | 2.00% | 70,529 | 74,148 | 77,771 | 81,366 |
| 7/1/2024 | 2.00% | 71,940 | 75,631 | 79,326 | 82,993 |
| 7/1/2025 | 2.00% | 73,379 | 77,143 | 80,912 | 84,653 |

~~* Subject to Recruit Rate, as described below.~~NOTE: Step 1 has been eliminated and the remaining steps have been renumbered.

**66 - Apparatus Operator**

| | Increase | Step 1 |
|---|---|---|
| 7/1/2022 | 2.50% | 82,957 |
| 7/1/2023 | 2.00% | 84,616 |
| 7/1/2024 | 2.00% | 86,309 |
| 7/1/2025 | 2.00% | 88,035 |

~~[Issue No. 10]~~

**67 - Assistant Master Mechanic, Assistant Superintendent of Fire Alarms, Deputy Fire Marshal, Assistant Medical Officer**

| | Increase | Step 1 | Step 2 |
|---|---|---|---|
| 7/1/2022 | 2.50% | 88,718 | 91,201 |
| 7/1/2023 | 2.00% | 90,492 | 93,025 |
| 7/1/2024 | 2.00% | 92,302 | 94,886 |
| 7/1/2025 | 2.00% | 94,148 | 96,784 |

**68 - Lieutenant**

| | Increase | Step 1 | Step 2 |
|---|---|---|---|
| 7/1/2022 | 2.50% | 88,665 | 92,104 |
| 7/1/2023 | 2.00% | 90,438 | 93,947 |
| 7/1/2024 | 2.00% | 92,247 | 95,825 |
| 7/1/2025 | 2.00% | 94,092 | 97,742 |

**69 - Captain**

| | Increase | Step 1 | Step 2 |
|---|---|---|---|
| 7/1/2022 | 2.50% | 95,713 | 99,478 |

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| | | | |
|---|---|---|---|
| 7/1/2023 | 2.00% | 97,628 | 101,468 |
| 7/1/2024 | 2.00% | 99,580 | 103,497 |
| 7/1/2025 | 2.00% | 101,572 | 105,567 |

**71 – Master Mechanic, Superintendent of Fire Alarms, Fire Marshal, Chief Medical Officer, Chief Training Officer**

| | Increase | Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|
| 7/1/2022 | 2.50% | 95,712 | 99,478 | 105,517 |
| 7/1/2023 | 2.00% | 97,627 | 101,468 | 107,627 |
| 7/1/2024 | 2.00% | 99,579 | 103,497 | 109,779 |
| 7/1/2025 | 2.00% | 101,571 | 105,567 | 111,975 |

**72 - Deputy Chief**

| | Increase | Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|
| 7/1/2022 | 2.50% | 103,372 | 107,355 | 111,566 |
| 7/1/2023 | 2.00% | 105,440 | 109,503 | 113,797 |
| 7/1/2024 | 2.00% | 107,549 | 111,693 | 116,073 |
| 7/1/2025 | 2.00% | 109,699 | 113,926 | 118,395 |

~~[113]~~

**NOTE:**

Each Firefighter or Firefighter/Paramedic who has less than six (6) months of service in his/her classification and each employee in the remaining classifications who has less than one (1) year of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has six (6) months but less than one (1) year of service, and each Lieutenant, Captain, Deputy Chief, Chief Medical Officer and Chief Training Officer who has one (1) but less than two (2) years of service in the classification, and each employee in the remaining classifications *who* has one (1) or more years of service in his/her classification shall be paid at Step 2 of the salary range of his/her classification.

Each Firefighter or Firefighter/Paramedic who has one (1) but less than two (2) years of service and each Deputy Chief, Chief Medical Officer and Chief Training Officer who has two (2) or more years of service in his/her classification shall be paid at Step 3 of the salary range for his/her classification.

Each Firefighter or Firefighter/Paramedic who has two (2) but less than three (3) years of service in his/her classification shall be paid at Step ~~4~~ 3 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has three (3) or more years of service shall be paid at Step ~~5~~ 4 of the salary range for his/her classification.

~~[114]~~

~~**Recruit Rate**~~

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~~All Firefighters and Firefighter/Paramedics shall be hired at a Recruit Rate which shall be at an annual rate that is $2,500.00 less than Step 1, and shall move to Step 1 upon completion of the recruit training period and assignment to firefighting or firefighter/paramedic duties.~~

The change in the salary schedule from Grade 70 to Grade 71, shall not apply to those employees serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal as of July 1, 2001.

If an employee serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal on July 1, 2001 is eligible and is promoted to either Master Mechanic, Superintendent of Fire Alarm, or Fire Marshal, then upon promotion he/she shall be paid at Grade 71, Step 3.

All rates specified in this Appendix are annual rates, and reflect the following general wage increases during the term of this Agreement:

~~7/1/2022 [Issue No. 11A] [Issue No. 11B]~~
~~7/1/2023 [Issue No. 11C]~~
~~7/1/2024 [Issue No. 11D]~~
~~7/1/2025 [Issue No. 11E]~~

## APPENDIX B

~~[115]~~

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**APPENDIX C**
**Dr.'s Own Letterhead**

~~[116]~~

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TO: Chief, Fire Department
Town of East Hartford

FROM:

DATE: _____

As a physician duly licensed by the State of _____.

I hereby certify that _____ was unable to
(name of employee)

work during the continuous period from _____
(date)

to_____ as a result of being afflicted with
(date)

_____, during which period he/she was under my care.
(cause of illness)

I also certify that said employee can return to duty with no restrictions on

_____.
(date)

_____
Signature of Physician

**APPENDIX D**
**EAST HARTFORD FIRE FIGHTERS**
**MEDICAL INSURANCE PLAN**

~~[117]~~

**SCHEDULE OF BENEFITS**

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## APPENDIX E
## EAST HARTFORD
## TRIPLE OPTION DENTAL PLAN

~~[118]~~

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| BENEFIT DESCRIPTION | PPO IN NETWORK NO DEDUCTIBLE | FLEX DENTAL $50 DEDUCTIBLE* | OUT OF NETWORK $200 DEDUCTIBLE |
|---|---|---|---|
| ANNUAL MAXIMUM | Unlimited | Unlimited | Unlimited |
| BENEFIT | Coinsurance | Coinsurance | Coinsurance |
| PREVENTIVE SERVICES | | | |
| Prophylaxis | 100% | 100% | 80% |
| Oral Hygiene Instruction (Included with Oral Evaluation) | 100% | 100% | 80% |
| Fluoride Treatment to age 19 | 100% | 100% | 80% |
| Sealants | 100% | 100% | 50% |
| Space Maintainers | 100% | 100% | 50% |
| DIAGNOSTIC SERVICES | | | |
| Oral Evaluation | 100% | 100% | 70% |
| Radiographs | 100% | 100% | 70% |
| Pulp Vitality Test (Included with Oral Evaluation) | 100% | 100% | 70% |
| RESTORATIVE SERVICES | | | |
| Amalgam Fillings | 100% | 100% | 50% |
| Resin Fillings | 100% | 100% | 50% |
| ENDODONTICS | | | |
| Root Canal | 100% | 80% | 50% |
| Apicoectomy | 100% | 80% | 50% |
| ORAL SURGERY | | | |
| Simple Extractions | 100% | 100% | 50% |
| Surgical Extractions and Impaction | 50% | 50% | 50% |
| Treatment of Fractures & Dislocations | 50% | 50% | Not Covered |
| GENERAL SERVICES | | | |

| | PPO IN NETWORK NO DEDUCTIBLE | FLEX DENTAL $50 DEDUCTIBLE* | OUT OF NETWORK $200 DEDUCTIBLE |
|---|---|---|---|
| Consultation | 60% | 50% | Not Covered |
| General Anesthesia | 60% | 50% | Not Covered |
| Emergency Treatment | 100% | 100% | 50% |
| PERIDONTICS | | | |
| Gingival Curettage | 50% | 50% | Not Covered |
| Gingivectomy or Gingivoplasty | 50% | 50% | Not Covered |
| Osseous Surgery | 50% | 50% | Not Covered |
| Mucogingival Surgery | 50% | 50% | Not Covered |
| Management of Acute Infection and oral lesions | 50% | 50% | Not Covered |
| PROSTHODONTICS | | | |
| Dentures Full and Partial | 50% | Not Covered | Not Covered |
| Crowns, Bridges, fixed and removable | 50% | Not Covered | Not Covered |
| Inlays, onlays and crowns not part of bridge | 100% | 50% | Not Covered |
| Addition of teeth to partial denture to replace extracted teeth | 50% | Not Covered | Not Covered |
| Repair of Dentures | 100% | 100% | Not Covered |
| Orthodontia | | | |
| $1,000 Lifetime maximum Dependents covered to age 19 or to age 23 if a full-time student | 50% | 50% | Not Covered |

*Flex Dental deductible does not apply to preventive services or sealants.

Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin (synthetic) fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the maximum allowable (MAA) amount for an amalgam filling. The member will be responsible for any amounts over the MAA.

This is not a legal contract. It is only a general description of the Triple Option Dental Program.

**APPENDIX F**
**HEALTH BENEFIT OPT-OUT FORM**

~~[119]~~

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Employee Name _____ Date of Form Completion _____

Department _____ Effective Date of Cancellation _____

**Statement of Election to Participate in Town of East Hartford Health Benefit Opt-Out Program**

I elect to cancel my health insurance (but not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through _ _____ (name of company offering program). The name of the plan providing my insurance coverage (name of health insurance carrier) is _____. This plan covers: ☐ my spouse, ☐ my family, and ☐ myself ***(check all that apply)***.

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a cash payment (totaling $1250 for individual employee coverage, $1500 for employee plus one dependent coverage, or $1750 for employee plus family coverage) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature _____ Date _____

Witness_____ Date _____

## APPENDIX G
## ATTESTATION FOR $250 WELLNESS REWARD

~~[120]~~

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THE ORIGINAL FORM SHOULD BE SUBMITTED TO
Town of East Hartford, Human Resources
Attention: Sandra Franklin
740 Main Street, East Hartford CT 06108

### ANNUAL ROUTINE PHYSICAL EXAM FORM

Each employee covered by a Town of East Hartford High Deductible Health Plan has been asked to have an annual routine physical examination performed during each plan year. This routine physical should consist of the items listed below **as deemed appropriate by the employee's primary care provider.**

Once the exam is complete, please sign and date this form and return it to the patient so they may turn it in to HR. You may also mail the form directly. Please do not fax the form – we need the original signature. Please provide the employee with biometrical results of their exam and lab work. They may use this information to complete an online Health Risk Assessment with Anthem.

The Routine Physical Exam Should Include the Following:

- Preventive Physical Exam, which includes medical and family health history, assessment of lifestyle (diet, stress, exercise, etc.) general system examination (heart, lungs, throat, thyroid, ears, skin, joints, etc). and measurement of height and weight
- Routine blood pressure and urine screenings
- Cholesterol and lipid level screenings
- Blood glucose screening
- Eye chart vision screening
- Immunizations (tetanus every ten years, others as appropriate)
- Pelvic examination, Pap Smear, and Mammography screenings
- Prostate examination and prostate specific antigen blood test (PSA) (*males only*)
- Colorectal cancer screening

**You, as the health care provider will determine which one of several types of screenings is most appropriate and at what age it should be done. I certify that I performed a routine physical exam on Town of East Hartford Employee:**

_____
**EMPLOYEE NAME**

**Physician's Name:** _____
**Date of Physical:** _____
**Physician's Signature:** _____

## APPENDIX H
## WIND CHILL INDEX

~~[121]~~

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| WIND SPEED (MPH) | TEMPERATURE °F | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 45 | 40 | 35 | 30 | 25 | 20 | 15 | 10 | 5 | 0 | -5 | -10 | -15 |
| 5 | 43 | 37 | 32 | 27 | 22 | 16 | 11 | 6 | 0 | -5 | -10 | -15 | -21 |
| 10 | 34 | 28 | 22 | 16 | 10 | 3 | -3 | -9 | -15 | -22 | -27 | -34 | -40 |
| 15 | 29 | 23 | 16 | 9 | 2 | -5 | -11 | -18 | -25 | -31 | -38 | -45 | -51 |
| 20 | 26 | 19 | 12 | 4 | -3 | -10 | -17 | -24 | -31 | -39 | -46 | -53 | -60 |
| 25 | 23 | 16 | 8 | 1 | -7 | -15 | -22 | -29 | -36 | -44 | -51 | -59 | -66 |
| 30 | 21 | 13 | 6 | -2 | -10 | -18 | -25 | -33 | -41 | -49 | -56 | -64 | -71 |
| 35 | 20 | 12 | 4 | -4 | -12 | -20 | -27 | -35 | -43 | -52 | -58 | -67 | -75 |
| 40 | 19 | 11 | 3 | -5 | -13 | -21 | -29 | -37 | -45 | -53 | -60 | -69 | -76 |
| 45 | 18 | 10 | 2 | -6 | -14 | -22 | -30 | -38 | -46 | -54 | -62 | -70 | -78 |
| | | | | A | | | | | B | | | | C |

| | Wind Chill Temperature °F | DANGER |
|---|---|---|
| A | ABOVE 25°F | LITTLE DANGER FOR PROPERLY CLOTHED PERSON |
| B | 25°F-75°F | INCREASING DANGER, FLESH MAY FREEZE |
| C | BELOW 75°F | GREAT DANGER, FLESH MAY FREEZE IN 30 SECONDS |

## APPENDIX H
## HEAT STRESS INDEX

~~[122]~~

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| TEMPERATURE °F | RELATIVE HUMIDITY | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% |
| 104 | 98 | 104 | 110 | 120 | 132 | | | | |
| 102 | 97 | 101 | 108 | 117 | 125 | | | | |
| 100 | 95 | 99 | 105 | 110 | 120 | 132 | | | |
| 98 | 93 | 97 | 101 | 106 | 110 | 125 | | | |
| 96 | 91 | 95 | 98 | 104 | 108 | 120 | 128 | | |
| 94 | 89 | 93 | 95 | 100 | 105 | 111 | 122 | | |
| 92 | 87 | 90 | 92 | 96 | 100 | 106 | 115 | 122 | |
| 90 | 85 | 88 | 90 | 92 | 96 | 100 | 106 | 114 | 122 |
| 88 | 82 | 86 | 87 | 89 | 93 | 95 | 100 | 106 | 115 |
| 86 | 80 | 84 | 85 | 87 | 90 | 92 | 96 | 100 | 109 |
| 84 | 78 | 81 | 83 | 85 | 86 | 89 | 91 | 95 | 99 |
| 82 | 77 | 79 | 80 | 81 | 84 | 86 | 89 | 91 | 95 |
| 80 | 75 | 77 | 78 | 79 | 81 | 83 | 85 | 86 | 89 |
| 78 | 72 | 75 | 77 | 78 | 79 | 80 | 81 | 83 | 85 |
| 76 | 70 | 72 | 75 | 76 | 77 | 77 | 77 | 78 | 79 |
| 74 | 68 | 70 | 73 | 74 | 75 | 75 | 75 | 76 | 77 |

NOTE: Add 10°F when protective clothing is worn and add 10°F when in direct sunlight.

| HUMITURE °F THREAT | DANGER CATEGORY | INJURY |
|---|---|---|
| BELOW 60° | NONE | Little or no danger under normal circumstances |
| 80°-90° | CAUTION | Fatigue possible if exposure is prolonged and there is physical activity |
| 90°-105° | EXTREME CAUTION | Heat cramps and heat exhaustion possible if exposure is prolonged and there is physical activity |
| 105°-130° | DANGER | Heat cramps or exhaustion likely, heat stroke possible if exposure is prolonged and there is physical activity |
| ABOVE 130° | EXTREME DANGER | Heat stroke imminent |

## APPENDIX I
## SUBSTANCE ABUSE POLICY

~~[123]~~

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The Town and Union have a vital interest in maintaining a safe and healthy work environment in which all employees have the opportunity to work in a productive manner. The Town and Union also have a commitment to its citizens, residents, visitors and the community to ensure a well and fit workforce.

Therefore, the illegal use, possession, distribution, purchase, or sale of controlled substances is prohibited. Violation of this policy will subject members to discipline up to and including termination. Such discipline shall be subject to Article IV – Grievance Procedure.

Employees shall notify the Chief or Assistant Chief within three (3) days of any arrest for drug law offense, regardless of where or when it may occur. Employees shall notify the Chief or Assistant Chief of any arrest for alcohol violations, including loss of driving privileges, prior to reporting for duty for the next shift after the offense or arrest occurs.

The Town and Union, by agreeing to this policy, are committed to protecting its members and to ensure Town's interests are properly safeguarded. This policy shall be implemented a manner that is consistent with all applicable State and Federal law.

**Section 1 – Employee Assistance Program (EAP)**

~~[124]~~

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1. Any member who feels that he/she has developed an addition to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into EAP can occur by self-referral, recommendation, or referral by a Supervisor.

2. Requests for assistance through "recommendation" or "Supervisor referral" will be confidential. "Self referral" confidentiality will be maintained between the individual seeking help and EAP.

3. Member progress will be monitored by the Fire Chief or his/her designee.

4. Rehabilitation, itself, is the responsibility of the member. For members enrolled in a formal treatment program, the Town will grant rehabilitation leave through the use of accumulated sick leave.

5. To be eligible for continuation of employment on a rehabilitation basis, in accordance with the language above, the member must have been employed by the Town for at least one (1) year; must maintain at least weekly contact with the Fire Chief or her/his designee; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

6. Upon successful completion of an approved treatment program mutually acceptable to the Fire Chief and the Union, the member will be returned to active status without reduction of pay, grade or seniority.

**Section 2 – Alcohol**

~~[125]~~

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1. No alcoholic beverages will be brought into or consumed upon Fire Department premises.

2. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.

3. Any member whose off-duty use of alcohol which results in an inability to perform all duties required of said member in a satisfactory manner while on duty may be offered, at the sole discretion of the Fire Chief or his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken.

4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of alcohol shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

   a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work

   b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

**Section 3 – Prescription Drugs**

~~[126]~~

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1. No prescription drug shall be brought upon Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed. Members shall notify the Fire Chief or his/her designee if there are any job-related restrictions in the use of the prescribed drug.

2. Any member whose abuse of prescription drugs results in an inability to perform all duties required of said member in a satisfactory manner may be offered, at the sole discretion of the Fire Chief or his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or rails rehabilitation, disciplinary action for violation of this policy may be imposed.

3. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to improper use of drugs shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated.

4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to improper use of drugs shall result in loss of ability to fulfill conditions of employment and such employee shall not be

entitled to work until driving privileges are reinstated with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work

b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

**Section 4 – Illegal Drugs**

~~[127]~~

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1. The use of an illegal drug, or controlled substance, or the possession of such substance by a member, while said member is on duty or on Department premises, is just cause for suspension or termination.

2. Any member whose abuse of illegal drugs results in an inability to perform all duties required of said member in a satisfactory manner may be offered, at the sole discretion of the Fire Chief or his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or rails rehabilitation, disciplinary action for violation of this policy may be imposed.

3. The sale, trade or delivery of illegal drugs or controlled substances by a member, during work hours or while on Department premises, to another person is just cause for suspension or termination.

4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of illegal drugs shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work

b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

**Section 5 – Testing Procedures**

~~[128]~~

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Testing for drugs shall be by urine testing and shall be performed by a licensed laboratory. Testing for alcohol shall be by breathalyzer and conduct by a trained Breath Alcohol Technician

For drug testing, the sample will be split into two parts. A member whose drug test results in a positive report may, within forty-eight hours of receiving notification of such result, request in writing to the Fire Chief or his/her designee that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the member's choosing and at the member's

expense. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the member for the cost of the second test.

**Section 6 – Interference With or Refusal to Test**

~~[129]~~

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Any alteration, switching, substituting or tampering with a sample or test given under this Appendix I by any member shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal.

The refusal by a member to submit to a drug or alcohol test pursuant to the provisions of this Appendix I, or to cooperate in providing information needed in connection with the testing, shall result in the member's immediate suspension without pay and subsequent disciplinary action which may include dismissal.

**Section 7 – Rehabilitation**

~~[130]~~

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The opportunity for rehabilitation (rather than discipline) shall be granted once for any member who:

1. Voluntarily admits to alcohol or drug abuse prior to testing (this is not considered a refusal to submit) or

2. Tests positive for alcohol or abuse of legally prescribed drugs for the first time

The member shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will at the sole expense of the member, to the extent not covered by the member's health benefits plan. As part of any rehabilitation program, the member shall be required to undergo periodic screening for drugs or alcohol as recommended by the Medical Review Officer (MRO). If, after testing, the member has tested positive, he/she will be immediately suspended and will be subject to dismissal.

**Section 8 – Reasonable Suspicion Procedures**

~~[131]~~

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The procedures of the Town in regard to members using, possessing or being under the influence of alcohol, drugs or controlled substances while on duty are as follows:

1. Members shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

Step 1: A supervisor who has reasonable grounds to believe that a member is under the influence of alcohol, drugs or controlled substances, as provided for within Federal or State law, shall immediately relieve said member from duty with pay.

Step 2: The on-duty Shift Commander or appropriate Division Head as applicable shall then immediately notify Fire Chief, or his/her designee.

Step 3: The reporting supervisor and the Fire Chief or his/her designee will interview the member, and if the Supervisor and the Fire Chief, or his/her designee both being the same who interviewed the member believe, based upon reasonable grounds herein, that the member is under the influence of alcohol, drugs or controlled substances, then said member will be taken by the Department its designated hospital or testing facility. The member may request Union representation during this interview, though said request may not be a reason to delay said interview.

Step 4: The decision to relieve the member from duty assignment shall be documented as soon as possible. Both the supervisor and the Fire Chief or his/her designee must document reasons and observations, such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

Step 5: The member shall sign the appropriate release form provided by the hospital or testing facility to perform a drug and/or alcohol test for either reasonable suspicion testing.

1. It shall be made clear to the member before he/she signs the release form that the results will be made available to the Fire Chief or he/she designee and may be used in disciplinary proceedings against the member. In addition, said results will be made available to the member.

2. If the member does not sign the release form, the member will be in violation of the parties' Agreement and the member will be relieved from active duty without pay and be subject to disciplinary action up to and including termination.

Step 6: When an alcohol drug test is administered, based on reasonable suspicion, the member will be placed on sick leave until results are available.

1. When test results are positive, the member will be relieved of duty without pay and shall be subject to disciplinary action, up to and including termination. The member may be referred to EAP in lieu of disciplinary action being taken at the sole discretion of the Fire Chief or his/her designee.

2. The Fire Chief or his/her designee shall make the final determination whether the member returns to active status or remains off duty if the outcome of the test(s) is/are positive.

3. Rejection of treatment or failure to complete rehabilitation may be cause for suspension or termination.

4. Upon successful completion of treatment, the member will be returned to active status without reduction of pay, or grade or seniority.

5. No member will be eligible for EAP more than one time except at the sole discretion of the Fire Chief or his/her designee. Any cost for additional EAP treatment shall be the responsibility of the member and shall not be submitted for reimbursement through the Town. A second positive test for alcohol or drugs shall be cause for immediate termination, except in those cases where the Fire Chief or her/his designee authorizes the member to attend additional EAP treatments at the member's expense, as provided for herein. Notwithstanding any other provisions contained herein, members who have three positive test results for alcohol or drugs shall be immediately terminated.

2. Any supervisor who does not relieve a member, who he has knowledge of or reasonable suspicion of being under the influence of alcohol, drugs or controlled substances will be subject to disciplinary action.

3. Anyone knowingly bringing false charges against a member or using these procedures for harassment or personal reasons will be subject to disciplinary action.

## MEMORANDUM OF AGREEMENT

~~[132]~~

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WHEREAS, the Town of East Hartford, herein referred to as the "Town", and the International Association of Firefighters, Local 1548, herein referred to as the "Union" have negotiated a bargaining agreement covering the period from July 1, 1989 - June 30, 1992; and,

WHEREAS, both parties have reached agreement with regard to overtime and minimum manning which amends the terms of the Agreement; and,

WHEREAS, the parties desire that these amendments last only so long as the Agreement referenced above remains in effect; and,

WHEREAS, it is not the intention of the parties to achieve minimum manning through layoffs;

NOW, therefore, the parties agree as follows:

1. Article VIII of the Agreement shall be amended to delete the term time and one-half (1 1/2) and to substitute the term time and one-quarter (1 1/4), effective on approval of both parties.

~~[Issue No. 12]~~

2. The parties agree that there shall be maintained a minimum of twenty-six (26) members of the bargaining unit on duty at all times. The above shall not include any employee in grade 67, grade 71 or the Emergency Manager.

3. The Town maintains the right to reduce the manning level below twenty-six (26), when financial circumstances so dictate, subject to one (1) exception set forth below. The Town is to be the sole determiner of when financial circumstances dictate the reduction; however, the Town will present to the Union the basis for its determination. Exhaustion of the overtime account in and out of itself will not be deemed a sufficient financial circumstance justifying reduction of the work force below the above minimum.

Should the Town determine the financial circumstances require a reduction below the above minimum, then this entire Memorandum of Agreement shall become null and void.

# AGREEMENT BETWEEN

# THE TOWN OF EAST HARTFORD
# AND
# LOCAL 1548
# INTERNATIONAL ASSOCIATION OF
# FIRE FIGHTERS, AFL-CIO

## FOR THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2026

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The following contract, effective as of the first day of July 2022, by and between, respectively, the Town of East Hartford, hereinafter referred to as the "Town" and Local 1548, International Association of Fire Fighters, hereinafter referred to as the "Union", is designed to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service be rendered.

## ARTICLE I
## Recognition

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for this bargaining unit consisting of all uniformed positions within the East Hartford Fire Department, except those of Chief and Assistant Chiefs. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

## ARTICLE II
## Union Security

### SECTION 1

Employees in the collective bargaining unit may, from the signing of this Agreement, or within thirty (30) days from the date of employment by the Town, become and remain members of the Union in good standing in accordance with the Constitution and By-Laws of the Union.

### SECTION 2

The Town shall deduct Union dues from the earned wages of each Union member, in such amount as determined by the Union as the regular weekly dues uniformly required as a condition of retaining membership therein, upon the receipt of an employee's voluntary authorization card. The sum which represents such weekly Union dues deduction shall be certified to the Town as constituting such by the duly authorized financial officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Town from the duly authorized financial officer of the Union. Deductions provided for herein shall be remitted to the duly authorized financial officer of the Union not later than one (1) week following the end of each month in which the deduction is made. Each month, the Town will simultaneously furnish the duly authorized financial officer of the Union with a list of the employees for whom Union dues deductions have been made.

The Town's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization, written voluntary request of the employee, or upon his/her transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee terminated by layoff is rehired, with seniority rights, during the life of the contract then in existence.

The Union agrees that it will indemnify and save the Town harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Town in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees.

## ARTICLE III
## Bulletin Boards

No material shall be posted except notices of meetings and elections, results of elections, changes in Union By-Laws, notices of employee social occasions and similar Union notices, letters and memoranda. All material shall be signed by an officer of the Union.

## ARTICLE IV
## Grievance Procedure

**SECTION 1**

No bargaining unit employee shall be removed, dismissed, discharged, suspended, fined, or reduced in rank except for just cause. Should any employee or group of employees feel aggrieved concerning disciplinary action, wages, hours or conditions of employment as agreed to hereunder, all of which wages, hours and conditions are controlled by this contract, adjustment shall be as follows:

A. The Union shall submit such grievance, in writing, to the Chief of the Fire Department, within thirty (30) days of the incident giving rise to the grievance, setting forth the nature of the grievance, including specific reference to the clause or clauses of the contract which the Union believes have been violated. Within seven (7) days after the Chief receives such grievance, he/she shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

B. If such grievance is not resolved to the satisfaction of the Union by the Chief, within seven (7) days after such meeting, the Union may present such grievance, in writing, within seven (7) days thereafter to the Human Resources Director. Within ten (10) days after said Human Resources Director receives such grievance, the Human Resources Director shall arrange to and shall meet with the Union in an attempt to resolve said grievance.

C. 1. If such grievance is not resolved to the satisfaction of the Union by the Human Resources Director within seven (7) days after such meeting, the Union may, within ten (10) days thereafter, submit the dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Board shall hear and act on such dispute in accordance with its rules and render a decision which shall be final and binding on all parties. In the event such dispute involves disciplinary action the Board of Mediation and Arbitration will have the power to uphold the

action of the Town or to rescind or modify such action, and such powers shall include, but shall not be limited to the right to reinstate a suspended or discharged employee, with full back pay.

2. Notwithstanding the foregoing, either the Union or the Town may substitute the American Arbitration Association (AAA) for the Connecticut State Board of Mediation and Arbitration for administration of any grievance under the rules of the AAA, subject to the same time limits as stated above. The costs of arbitration shall be divided equally between the Town and the Union. No more than three (3) arbitration cases, in aggregate, shall be referred to the AAA during any contract year (July 1 - June 30). If the Union chooses to refer a dispute to the AAA, it shall substitute the AAA for the State Board of Mediation and Arbitration within the above time limit. If the Town chooses to refer a dispute to the AAA it shall do so in writing within ten (10) days from receipt of written notice that the dispute has been submitted to arbitration before the State Board of Mediation and Arbitration.

D. In cases of employee suspension, such suspension may be without pay for up to one (1) week (four (4) work days for those covered by Section I of Article VI, or four (4) work days for those covered by Section 2 of Article VI) before a hearing.

E. Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself. However, only the Union may proceed to arbitration.

F. Time limits provided for herein may be extended by written agreement of the parties.

G. As used herein, "days" shall mean calendar days. If, however, the final day of a time period falls on a Saturday, Sunday, or holiday, the time period shall automatically be extended to the next day.

## ARTICLE V
## Union Business Leave

**SECTION 1**

The four (4) members of the Union Negotiating Committee shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

**SECTION 2**

The four (4) members of the Union Grievance Committee shall be granted leave from duty, with full pay, for all meetings between the Town and the Union for the purpose of processing

grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

**SECTION 3**

Such officers and members of the Union, as may be designated by the Union, shall be granted twenty (20) days' leave from duty with full pay, for Union business such as attending labor conventions and educational conferences.

## ARTICLE VI
## Work Week

**SECTION 1**

The work week for all employees except those assigned to the Fire Marshal's Division, the Apparatus Repair Division, the Fire Alarm Division, the EMS Division, the Training Division, Emergency Management, Special Administrative Assignments, or Light duty shall be an average of not more than forty-two (42) hours per week computed over a period of one fiscal year. Personnel shall work a twenty four hour shift followed by 72 hours off. Each 24 hour shift shall be comprised of a ten hour day tour to commence at 0700 hours and to conclude at 1700 hours linked to a fourteen hour night tour which shall commence at 1700 hours and conclude at 0700 hours following day. All leave shall be taken in 24 hour blocks of time except as specified.

The following leave may be granted for a day tour or a night tour:

1. Vacation days
2. Earned Days (for perfect attendance)
3. Special Leave
4. Educational Leave
5. Personal/ Sick Leave
6. Sick Leave specific to the care of a family member

This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

**SECTION 2**

The work week of all employees who are not covered under Section 1 of this Article shall be thirty-five (35) hours per week, Personnel shall rotate on a weekly basis between Monday through Thursday from 0730 hrs to 1700 hrs with a 45 minute lunch break and Tuesday through Friday from 0730 hrs to 1700 hrs with a 45 minute lunch break. This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department.

**SECTION 3**

The procedures concerning group changes, which were in effect at the time this Agreement was negotiated, shall continue. The Chief or his/her designee and representatives of the Union shall meet for the purpose of reducing the group change procedure to writing.

**SECTION 4**

A. All temporary positions not covered under Section 1 of this Article will be covered under Section 2 of this article.

B. Temporary Positions shall be created and assigned as follows:

Whenever the Town determines that a new temporary position is required, the Fire Chief shall identify the duties, responsibilities, and pay grade for that position.

All temporary positions, for which there is no active eligibility list, shall be offered to the most qualified person. Qualification is determined by a review of the individual's qualifications, including education, training, relevant experience, and certification, in comparison to the minimum qualifications contained within the job description. In the event of two persons with equivalent qualification, the senior most person shall be selected for the position.

Temporary positions shall be for a period not less than 90 days, nor more than 365 days from date of assignment. Temporary positions may be extended up to an additional 180 days, if agreed upon by the Fire Chief, member filling the temporary position, and Local 1548.

## ARTICLE VII
## Holidays

**SECTION 1**

In each fiscal year, each employee shall receive holiday pay for twelve (12) holidays. Each day of the holiday pay for each employee shall be computed by multiplying his/her regular hourly rate by twelve (12) hours. Holiday pay shall be paid on or about September 1 of each fiscal year. The twelve (12) holidays are:

| | |
|---|---|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King Day |
| Columbus Day | Presidents' Day |
| Veterans Day | Good Friday |
| Thanksgiving Day | Easter |
| Christmas Day | Memorial Day |

**SECTION 2**

In the event of an unforeseen national state holiday of mourning, and it is declared as such and is in fact celebrated by the Town, each employee shall receive an additional day of holiday pay.

## ARTICLE VIII
## Overtime

**SECTION 1**

Whenever an employee works in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, in addition to any other benefits to which he/she may be entitled, he/she shall be paid for such overtime work at time and one half* the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours if such employee works the full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of hours worked, whichever is greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

* See Memorandum of Agreement re Minimum Manning *

Employees shall be paid time and one-half for outside duty and order ins.

**SECTION 2**

Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI will be paid the applicable overtime rate for all time worked in excess of his/her work schedule.

**SECTION 3**

Notwithstanding the provisions of Section 1 of this Article, any employee who is required to work in excess of his/her regularly assigned work week or work schedule, as provided for in Article VI, because he/she has been ordered to and performs work in connection with a multiple alarm fire, or in the event of an emergency condition, such as, but not limited to such conditions as flooding, civil disturbance, severe and/or unusual weather conditions, or any other emergency declared by the Mayor or his/her designee, shall be paid for such overtime work at one and one quarter (1 1/4) times the hourly rate which he/she receives for his/her regularly assigned duty, multiplied by twelve (12) hours, if such employee works a full ten (10) hour day tour or a full fourteen (14) hour night tour of such work, or multiplied by four (4) hours or the actual number of such hours worked, whichever is greater, if such employee works less than a full tour of such work or is ordered to and does report for overtime work.

**SECTION 4**

A. The overtime lists (with the exception of the Emergency List) shall consist of those employees who volunteer in writing. Newly hired employees shall have thirty (30) days from date of hire within which to volunteer, in writing, to have his/her name added to such list(s). The names of employees on the overtime lists shall be placed thereon in order of their seniority.

B. Regular Overtime Lists

There shall be two (2) separate lists for overtime which is needed to bring a company up to minimum manpower strength for the full shift:

1. Deputy Chiefs, Captains and Lieutenants,

2. Firefighters, Firefighter/Paramedics, Apparatus Operators.

C. Whenever overtime is required to bring a firefighting shift up to minimum manpower strength, it shall be rotated among the qualified employees whose names appear on the appropriate Regular or Four-Hour overtime lists.

D. If an employee works an overtime assignment or refuses to work such an overtime assignment, his/her name shall be placed at the bottom of the rotating overtime list. If an employee is unable to work such overtime because he is on sick leave or injury leave, his name shall be placed at the bottom of the rotating overtime list only after he has completed the period of sick or injury leave and has had the same number of opportunities to work he would have had if he was not sick or injured, to a maximum of ten (10) such opportunities. Any employee who has reported off sick with a slip is ineligible for overtime during the next shift and thereafter until he/she reports back for duty.

E. If no employee on the appropriate roster accepts an overtime assignment, the employee standing highest on the applicable rotating roster shall be ordered to work such assignment. Employees who opt not to volunteer to be in the overtime list shall not be exempt from an order back. Employees who opt not to volunteer to be on the overtime list will still have their overtime opportunities recorded as a refusal for purposes of order backs.

F. The officer in charge of the shift on which such overtime work is to take place shall administer the provisions of this section. The lists and procedures outlined in this Section may be modified by mutual agreement between the Chief and the Union in order to better meet departmental needs.

G. Members working in Temporary Position or Acting Assignment, upon returning to their previous permanent job assignment, shall have their proper position in each overtime list determined in the following manner:

1. The total salary compensation (including base pay and any overtime worked) for the time period where the member was in the Temporary or Acting Assignment will be compared to a similarly situated member in his permanent classification. For the purpose of this section, similarly situated shall be defined as same job class, step, and having worked an average number of overtime shifts for the period.

2. The difference in compensation will be translated into an equivalent number of overtime shifts 'behind.' Under no circumstance will the member coming from the Temporary or Acting Assignment be placed ahead (in number of overtime hours worked) of those in his job class.

**SECTION 5**

No employees who are covered by Section 1 of Article VI of this Agreement shall work more than five (5) consecutive tours of duty. An employee who has worked the maximum consecutive tours permitted by this Section shall not be ordered to work overtime unless there is a state of emergency declared by the Mayor necessitating the presence of all personnel. This section may be modified by mutual agreement between the Chief and the Union in order to better meet the needs of the Department. Utmost consideration shall be given to the health and safety of the employee being offered overtime before a decision is made.

**SECTION 6**

Whenever any private person or organization is required to, or shall seek the services of employees of the Fire Department for extra duty assignments, the Chief or his designated representative shall hire the requested number of employees being requested from the extra duty overtime list.

A. The extra duty list shall consist of those employees who volunteer in writing to have their names added to such list by April 15, 2004. Newly hired employees shall have thirty (30) days from date of hire to volunteer, in writing, to have their names added to such list. The names on the extra duty overtime list shall be placed in the order of department seniority. Employees who wish to be added to such list after April 15, 2004, may do so in writing to the Chief or his/her designee at any time, but shall be placed at the end of said list and averaged into the rotating order for hiring purposes. On January 1 and July 1 of each calendar year, the order of all names on the extra duty overtime list shall be adjusted to reflect department seniority.

B. Employees may at any time request in writing to the Chief or his/her designee that their name be removed from the extra duty overtime list. These employees may also request in writing to the Chief or his/her designee that their name be placed back on to the extra duty overtime list. Such names shall be place back on to the extra duty overtime list two times per calendar year, on either January 1 or July 1 but only after a minimum period of six months has passed since they were removed from the extra duty overtime list. These

names shall be placed on to the extra duty overtime list in order of department seniority and averaged into the rotating order for hiring purposes.

C. All employees covered under this Collective Bargaining Agreement shall be eligible for placement on the extra duty overtime list. Employees shall be assigned and restricted to duties at specific events and/or occupancies based on their current position, job description, and/or rank except in the case of ancillary service employees who may work off the extra duty overtime list in a position of lower labor grade or different job description. Ancillary service employees may not be placed in line firefighter or line officer positions, whose duties are suppression. Ancillary service employees may be hired for such positions as fire prevention, fire watch, dual role fire prevention/ EMS positions, and other similar job assignments.

D. Employees working extra duty shall be compensated at the following overtime rates:

    1. Firefighters, Firefighter/Paramedics, and Apparatus Operators.

        a. Grade 66

    2. Lieutenants, Captains, and Deputy Chiefs.

        a. Grade 69, Step 2 when working in a capacity other than event/incident operations commander.

        b. Grade 72, Step 3 for Captains and Deputy Chiefs working as the event/incident operations commander.

    3. Fire Equipment Mechanic, Fire Alarm Mechanic, Fire Inspectors, Master Mechanic, Superintendent of Alarms, Fire Marshall, Chief Medical Officer, Assistant Medical Officer, Emergency Manager, Chief Training Officer, and any new position(s) created in the ancillary services which are similar in labor grade and/or position.

        a. Grade 66 when operating in a capacity which is less than their regular job assignment or position.

        b. Grade 69, Step 2 when working in the capacity of their regular job assignment or a supervisory position relevant to their position.

E. Employees hired for extra duty assignment shall be paid for such assignment at the appropriate overtime rate, multiplied by four (4) hours, or the actual number of hours of such overtime, whichever is greater.

F. If no employee volunteers for extra fire duty, assignments will be made by the Chief to those off duty from the rotating extra fire duty list.

## SECTION 7 – COMPENSATORY TIME ACCRUAL VS. OVERTIME PAY

A. Compensatory time may be accrued instead of overtime pay, at the firefighters' discretion, for all overtime that is not reimbursed by a third party or by a grant. Compensatory Time earned is returned at a time and one quarter rate. Compensatory time may be accumulated up to a maximum of 240 hours. Unused compensatory time shall be paid out at the time of retirement provided, however, it shall not be included in "Final Average Pay" under the pension plan.

1. Compensatory Time Always Allowed (Examples)
   - Normal duty (the usual Firefighter work that results in overtime e.g. callbacks, etc.)
   - Holidays
   - Riverfest
2. Compensatory Time Not Allowed (Examples)
   - UConn Football Games, Private Duty Events
   - Federal or State Grants

## SECTION 8 – OTHER CONSIDERATIONS

A. Management reserves the right to pay firefighters for the amounts of compensatory time accrued in excess of 200 hours in the event that staffing levels prohibit taking the compensatory time in a timely and fair manner.

B. Employees will not be ordered to or forced to use compensatory time.

C. Overtime pay will be substituted for all denied requests of compensatory time.

D. All compensatory issues (i.e. use, accrual, etc.) will be resolved through the parameters outlined in the CBA. All applicable Federal and State Laws still apply to areas where this agreement is silent. However, the Town and Union agree, that as of this date, the Law permits the parties to enter into the above as an enforceable agreement.

## SECTION 9 – USAGE OF COMPENSATORY TIME:

A. Usage of Compensatory Time will be treated the same as vacation time listed in Article X, Section 2, Appendix A.

## ARTICLE IX
## Acting Officers and Promotions

### SECTION 1 - ACTING OFFICERS

Whenever any employee is required to work (act) in a higher classification than his/her regular classification, such employee shall receive, in pay, the difference between their regular rate of pay and Step 1 of the higher classification in which he/she serves in this acting capacity except as provided herein. Employees who are acting will receive only the next higher rate of pay. Service in an "acting" capacity shall not count towards seniority if and when an employee is permanently appointed to such higher rank, it shall count toward eligibility for step increase, time in grade for purposes of eligibility for promotional exams, provided:

1. The employee was temporarily promoted from an established promotional list.
2. The employee has been in a temporary position for a minimum of 30 days.
3. The employee has been continuously in a temporary promoted position without interruption and is promoted from the same temporary position.
4. The promotional probationary period shall begin on the date of permanent promotion and shall continue for a period of one (1) year.

Whenever the Assistant Medical Officer, Assistant Master Mechanic, Assistant Alarms Superintendent, or Deputy Fire Marshal is required to work (act) in a higher classification within their Division, such employee must work in the acting position for a seven (7) consecutive calendar days to be eligible to receive acting pay retroactive to the first day.

### SECTION 2

A. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is an existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the thirty-first (31) day of such absence or separation from service, the employee standing highest on the existing eligibility list for the rank in which acting in a higher capacity is being worked shall be temporarily appointed to act in such capacity until the need for such work in an acting capacity no longer exists.

B. Whenever an employee is absent from duty for any reason or has separated from service and such absence (1) causes another employee or employees to act in a higher capacity, with or without additional compensation, and (2) there is no existing eligibility list for the rank or ranks being filled in by an employee working in an acting capacity, then on the ninety-first day of such absence or separation from service, such position shall be offered to the senior most qualified person from the immediately subordinate rank. Senior most qualified shall be defined as seniority in rank, not years of service.

C. If the employer can reasonably determine that such absence will last more than ninety-one (91) days, then the employer may appoint said highest eligible employee any time after the first day of absence.

D. Temporarily appointed employees shall begin receiving the higher rate of pay upon appointment.

**SECTION 3**

A. All promotional examinations and promotional appointments shall be in accordance with the Town of East Hartford Personnel Rules and Merit System in effect on the date of the Departmental promotional examination announcement.

B. Effective on ratification of the Agreement, promotion exams shall be held with regularity in order to establish and maintain active promotional eligibility lists. Promotional examinations shall be held no less frequently than provided for herein below, absent the extension of the existing eligibility list by the Fire Chief, or mutual agreement between the Fire Chief and Union based on anticipated vacancies:

1. Apparatus Operator: No less frequently than every other year;

2. Lieutenant: No less frequently than every other year;

3. Captain: No less frequently than every three (3) years;

4. Deputy Chief: No less frequently than every three (3) years;

5. Deputy Fire Marshal, Assistant Medical Officer, Assistant Superintendent of Alarms and Assistant Master Mechanic: No less frequently than every four (4) years;

6. Master Mechanic, Superintendent of Alarms, Fire Marshal and Fire Captain of Emergency Management: No less frequently than every four (4) years.

## ARTICLE X
## Vacations

**SECTION 1**

In each calendar year, each employee who has or will have six (6) months but less than one (1) year of Town service on December 31st of such calendar year shall receive one (1) week of vacation leave with pay. Each employee who has or will have one (1) but less than five (5) years of Town service on December 31st of such calendar year shall receive two (2) weeks of vacation leave with pay. Each employee who has or will have five (5) but less than ten (10) years of Town service on December 31st of such calendar year shall receive three (3) weeks of vacation leave with pay.

Each employee who has or will have ten (10) but less than sixteen (16) years of Town service on December 31st of such calendar year shall receive four (4) weeks of vacation leave with pay. Each employee who has or will have sixteen (16) or more years of Town service on December 31st of such calendar year shall receive one (1) additional day of vacation leave with pay. Each employee who has or will have seventeen (17) or more years of Town service on December 31st of such calendar year shall receive two (2) additional days of vacation leave with pay. Each employee who has or will have eighteen (18) or more years of Town service on December 31st of such calendar year shall receive three (3) additional days of vacation leave with pay. Each employee who has or will have nineteen (19) or more years of Town service on December 31st of such calendar year shall receive four (4) additional days of vacation leave with pay. Each employee who has or will have twenty (20) or more years of Town service on December 31st of such calendar year shall receive five (5) additional days of vacation leave with pay.

**SECTION 2**

A. Employees may take their vacation leave at any time during the calendar year except that the Chief may limit the number of employees who may be on vacation simultaneously to eleven (11). The distribution of the eleven (11) positions shall be three (3) officers, four (4) apparatus operators, and four (4) firefighter or firefighter/paramedics. The shift commander shall hold the rank of deputy chief, acting deputy chief, or captain. An acting captain shall not be eligible to serve as a shift commander.

Exceptions to the minimums set forth in Article X, Section 2.A. are allowed for the following shift provided there are enough volunteers who have signed the sign up list:

a. Thanksgiving Day/Night
b. Christmas Eve Day/Night
c. Christmas Day Day/Night
d. New Year's Eve Day/Night
e. New Year's Day Day/Night
f. Fourth of July Day/Night

B. In the event of a conflict concerning a choice of vacations, preference shall be given on the basis of seniority in grade, except that no employee who is entitled to more than two weeks of vacation leave may select such additional vacation leave until all employees who are entitled to two weeks of vacation leave shall have chosen same. No employee shall take individual days of vacation leave in such a manner as to conflict with another employee's choice of a full week of vacation leave. Each week of vacation leave shall begin on Monday and run for seven (7) consecutive days.

**SECTION 3**

All vacation leave may be taken as individual days off. For the purpose of this Section, a week of vacation leave shall mean four (4) tours of duty for those employees who are covered by Section 1 of Article VI of this Agreement and shall mean four (4) tours of duty for those employees who

are covered under Section 2 of Article VI of this Agreement. All applicable provisions of this Article shall apply to this Section as well.

**SECTION 4**

Each employee may carry forward up to two (2) weeks of unused vacation leave. Such leave shall be taken in accordance with the provisions of Section 2 of this Article. Carryover of vacation under this Section shall require thirty (30) days notice in writing to the Chief or the Deputy Chief.

**SECTION 5**

If any employee is entitled to vacation leave at the time of his/her separation from the Fire Department, or his/her death, such employee, or his/her dependent survivors, as the case may be, shall receive one (1) day of pay for each day or days of such vacation leave.

## ARTICLE XI
## Sick Leave

**SECTION 1**

Each employee shall be entitled to one and one fourth (1 1/4) working days of sick leave, with pay, for each month of service which shall accumulate indefinitely. One 24 hour shift each year may be defined as Personal/Sick Leave to be used at the employee's sole discretion. Use of Personal/Sick Leave shall not break a period of "Perfect Attendance" as defined in Section 2 of Article XI.

**SECTION 2**

The term "perfect attendance" shall mean no time taken for sick leave, unauthorized leave or authorized leave without pay. Employees shall earn one (1) day for perfect attendance for each of the following periods:

| | | |
|---|---|---|
| January 1 | thru | March 31 |
| April 1 | thru | June 30 |
| July 1 | thru | September 30 |
| October 1 | thru | December 31 |

Earned days must be taken within an eight (8) month period.

**SECTION 3**

If an employee has unused sick leave at the time of his/her retirement, he/she shall receive one day of pay for each day of unused sick leave up to a maximum of one hundred twenty (120) ) days. In the event of an employee's death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the

employee's unused accumulation of sick leave up to a maximum of ninety (90) days. Employees hired on/after July 1, 2017 will not receive any payout of sick leave upon retirement.

**SECTION 4**

A. Sick leave may be used by employees for the recovery from illness, injury, exposure to disease, or to permit the absence of the employee for up to 24 hours to care for a member of the employee's immediate family. Immediate family shall mean, and include, mother, father, mother-in-law, father-in-law, spouse, child, sister, brother, grandparent, grandchild, and any family member that is domiciled in the employee's household.

B. Use of sick leave to care for a family member shall be limited to six tours.

**SECTION 5**

No employee will be eligible for sick leave during any period which he/she is eligible for and collecting Workers' Compensation from an employer other than the Town of East Hartford.

**SECTION 6**

A. A medical certification signed by a licensed physician, or other practitioner whose method of healing is recognized by the State authorities, may be required for a period of more than two (2) consecutive working days, or as supporting evidence when sick leave is requested during a period when an employee is on accrued vacation leave, or any other type of leave, or when an employee's attendance shows frequent or habitual absence because of claimed sickness. Medical certification shall be provided on a prescribed form. See Appendix C.

B. Notwithstanding any other provisions of this contract, the Chief will periodically review the attendance patterns of employees. If the review of any employee's record discloses individual events of illness which total six (6) or more days during any twelve (12) month period, or a proportional number if the review period is less than twelve (12) months, the Chief may discuss such attendance pattern with the employee and advise him or her through consultation. The failure to improve his or her attendance prior to the end of the next review period may lead to disciplinary action.

**SECTION 7**

The Town may provide a physician or nurse to make any necessary examinations or investigations of any alleged abuses of sick leave. The cost of such examination or investigation shall be paid by the Town.

## ARTICLE XII
## Injury Leave

**SECTION 1**

Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave, with full pay, from the date of injury until such time as he/she is able to return to duty or reaches maximum medical improvement, whichever comes first, and in no event for more than eighteen (18) months from the date of injury. Such injury leave may be extended to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to expiration of the initial 18 month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period. In those cases wherein the disabled employee may receive damages or awards through litigation or settlement against third parties, such employees will reimburse the Town for that portion of such damages or awards which compensated him/her for the salary to which he/she was entitled during such leave. The Corporation Counsel is authorized to negotiate anything less than the full amount of such reimbursement subject to approval by the Town Council.

**SECTION 2**

The Town shall pay the hospital, medical and drug expense for each employee who is injured or disabled in the performance of duty, provided that he/she reports such injury or disability to his/her superior officer as soon as he/she becomes aware that such injury or disability was suffered in the line of duty and, further provided that he/she reports same within one (1) year of the date of the injury or disability, and further provided that he/she establishes, through proper evidence and witnesses, that such injury or disability was suffered in the performance of his/her duty.

**SECTION 3**

A. Notwithstanding any provisions of Section 2 of this Article to the contrary, any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee hired before July 1, 1996 shall be presumed to have been suffered in the performance of his/her duties.

B. Any employee who is hired on or after July 1, 1996 shall be subject to the provisions of C.G.S. §7-433c, as it may be amended from time to time.

**SECTION 4**

No employee shall engage in any activity of an emergency nature which is known to have caused heart and hypertension problems as covered under Section 7-433c of the Connecticut General Statutes. This provision shall not apply to activity in the employ of, or for the benefit of the Town.

## SECTION 5

## Light Duty Work Program

A. There shall be established a Light Duty Work Program within the East Hartford Fire Department to accommodate the temporary partial physical disabilities of Department personnel, arising from both work related and non-work related illnesses, injuries or medical condition.

B. Whenever any employee presents a doctor's certificate indicating the employee is fit for light duty, the Fire Chief or his designee shall determine:

1. That the employee's skills and abilities and medical condition are appropriate to the light duty job to which he/she has been assigned.

2. An employee who has been released to light duty shall report for light duty on the day of his/her next regularly scheduled shift. Should the employee's next regular shift fall on a Saturday or Sunday he/she shall report for light duty on Monday.

3. Light duty assignments shall be thirty-five (35) hours per week. Personnel shall rotate on a weekly basis between Monday through Thursday from 0730 hrs to 1700 hrs with a 45 minute lunch break and Tuesday through Friday from 0730 hrs to 1700 hrs with a 45 minute lunch break. This schedule may be modified to meet the requirements of the Department by mutual agreement between Local 1548 and the Chief of Department. Employees on light duty assignments will be excused from duty for reasonable periods of time for doctor's appointments and physical therapy.

4. In the case of work related injuries, that the illness injury or medical condition is expected to continue for no more than eighteen (18) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional six (6) months upon receipt by the Town of the written opinion of the employee's physician, prior to the expiration of the initial eighteen (18) month period, that the injured employee will be capable of resuming his/her duties within such extended six (6) month period; and

   In the case of non-work related injuries, that the illness, injury or medical condition is expected to continue for no more than six (6) months from the date of injury. However, a light duty assignment may be extended up to a maximum of an additional eighteen (18) months upon receipt by the Town of the written opinion of a physician chosen by the Town, prior to the expiration of the initial six (6) month period that the injured employee will be capable of resuming his/her duties within such extended eighteen (18)

month period. Employees with non-work related injuries will submit to independent medical examinations, at the expense of the Town, whenever the Chief in his or her discretion, deems such an independent medical examination (or series of examinations) to be reasonable and appropriate.

It shall be the responsibility of the employee to secure the doctor's certificate stating the information detailed above, except when an independent medical examination is required.

C. Employees participating in the Light Duty Work Program shall assist in non-fire suppression duties that contribute in a meaningful and identifiable way to the function and mission of the East Hartford Fire Department. No employee shall be required to perform menial or degrading work in the Light Duty Program.

D. Upon receiving medical certification that he/she is fit for duty, the employee shall be returned to the position and unit to which the employee had been assigned prior to the onset of his/her temporary disability, subject to reassignment and/or promotion.

## ARTICLE XIII
## Special Leave

**SECTION 1**

Each employee shall be granted special leave, with pay, for any day or days on which he/she is able to secure another employee to work in his/her place provided:

A. Such substitution does not impose any additional costs on the Town;

B. Such substitution does not cause the Company to be without a qualified employee to fill each of its positions;

C. The officer in charge of his/her assigned shift shall be notified in writing on an approved form or electronically at least 24 hours in advance;

D. In each calendar month, no employee shall exchange more than two (2) day tours of special leave, excluding weekends and holidays, except if being used for educational purposes - proof may be required.. If one or more additional days are requested, they may be granted only with approval of the Chief or the Assistant Chief;

E. Neither the Department nor the Town is held responsible for enforcing any agreements made between employees.

**SECTION 2**

**Family Medical Leave**

The Town will comply with all the terms of the Federal Family Medical Leave Acts. These terms include but are not limited to the following:

A. Under circumstances described below, employees will be eligible for up to 12 weeks of paid or unpaid family and medical leave in a twelve-month period. Pursuant to Federal Law, employees may choose, or employers may require the employee to use, accrued paid leave to cover some or all of the FMLA leave taken. In addition, employees may choose, or employers may require, the substitution of accrued paid vacation or accrued paid personal leave for any of the situations covered by FMLA.

B. Events which qualify employees for such leave are:

- Birth or adoption of a child or placement of a child in the employee's home for foster care.
- A serious health condition, as defined by FMLA, of the employee, employee's spouse, employee's parent or child.

C. To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.

D. The Town may require medical certification to document the reason for the leave, where provided by law.

E. The Town will notify the employee in writing before the leave begins that the leave has been designated as FMLA leave and will be deducted from the allowable maximum.

F. During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.

G. Employee may be required to provide a "fitness for duty" certification upon return to work.

## ARTICLE XIV
## Funeral Leave

Each employee shall be granted leave, with pay, in the event of a death in his/her immediate family. Such leave shall start on the day of death and continue through and include the day of the burial, unless an additional day is necessary for travel, subject to approval by the Chief or designee. In no event shall such leave be less than four (4) tours commencing with the day of death. For purposes of this Article, the term "immediate family" shall mean and include the

following: mother, father, mother-in-law, father-in-law, spouse, child, sister, brother, son-in-law, daughter-in-law, grandparent, grandchild, sister-in-law, brother-in-law, step-son, step-daughter, and any relative who is domiciled in the employee's household.

## ARTICLE XV
## Uniform Allowance

**SECTION 1**

The Town shall provide employees with dress uniforms to include:

1 pair of Dress Gloves
1 Long-Sleeved Dress Uniform Shirt
1 Uniform tie
1 Class A Dress Uniform Blouse
1 Dress Uniform Winter Jacket
1 Pair of Dress Uniform Slacks
1 Pair of Dress Uniform Shoes
1 Dress Uniform Hat and Hat Badge
2 Dress Uniform Badges
2 Sets of Dress Uniform Collar Insignia

The Chief shall determine when the change of seasonal uniforms will occur. The Chief may make bi-annual inspections of dress uniforms.

**SECTION 2**

The Town shall continue to provide each employee with his/her own protective clothing which is of good quality and in good condition. Such personal protective equipment shall be appropriate for the conditions under which employees are expected to operate during emergency situations. All clothing shall meet or exceed the NFPA and/or OSHA standards. This equipment shall include the following:

1 New York style helmet
1 Set of complete turnout gear
1 Pair of Structural Firefighting gloves
1 Pair of Structural Firefighting boots
1 Nomex Hood
1 SCBA Mask

**SECTION 3**

A. The Town shall provide work uniforms to each employee. Issued uniforms shall be solely and exclusively utilized when on-duty.

B. Issued uniforms shall be selected based upon a combination of OSHA compliance, NFPA guidance, wearability, appearance, and economic considerations. Such uniforms shall conform to the department uniform policy (DP-2001) in effect as of January 15th, 2008.

C. The Fire Chief, with input from the Joint Labor/Management Health and Safety Committee, shall have the ultimate and final decision on selection and purchase of uniforms.

D. At the discretion of the Fire Chief or his/her designee, the Town of East Hartford shall pay for the cleaning and or repair of the employee's Class A uniform.

## ARTICLE XVI
## Insurance

**SECTION 1**

The Town shall provide and pay for the following insurance for all employees and their enrolled dependents:

A. The medical and vision coverage provided through the IAFF HEALTH AND WELLNESS TRUST (IAFFHWT) as described in this Article. The current coverage provided by the IAFFHWT plan is attached as Appendix D of this agreement. The parties agree that the IAFFHWT alone has the authority to change the terms of coverage for this plan. Each year the Union shall cause IAFFHWT to provide to the Town a copy of its IRS Form 5500, as well as a report showing the performance of the plan.

1. The IAFFHWT health plan design is currently an HDHP-HSA with deductible parameters of $2,000/$4,000. All other IAFFHWT health plan perimeters are as defined in summary benefits coverage. The IAFFHWT offers a vision plan as part of the overall medical benefits plan and is included in the medical plan rates. In the alternative, a PPO/POS plan option will be available to members who wish to buy up the difference in cost from the Town's total contribution for the HDHP/HSA and the PPO option.

2. At no time will the Town pay an additional contribution to the IAFFHWT premium if the Trust premium is more than the Town's HDHP allocation rate of similar benefits. The allocation rate used in this calculation is based upon a plan design of equal value ($2,000/$4,000 deductible and Rx copayments as outlined in Appendix D).

3. The Town will annually deposit an additional $250 in the employee's HSA for participating in its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually have their primary care physician complete the Preventive Health Attestation as Appendix G certifying that they have had medical screenings appropriate for

their age. Employees will be required to submit said form as proof of completion.

4. The Triple Option Dental Plan, as described in Appendix E with the duration of coverage for non-spouse dependents to age nineteen (19) or to age twenty-three (23) if enrolled as a full-time student in an accredited school or university.

5. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall be eligible to enroll in the IAFFHWT POS plan option. The employee shall pay the same premium share contribution as the IAFFHWT HDHP and the Town will pay the difference in premiums between the IAFFHWT HDHP and POS plans. Employees currently receiving Veterans benefits may also elect to enroll in the IAFFHWT HDHP, however, they should be aware of the timing of any HSA contributions to avoid potential tax penalties.

B. All members of the bargaining unit who elect insurance coverage under Sections A and B (as applicable) above (health, prescription drug and vision) will contribute toward the cost of such insurance benefits on a weekly pre tax basis for each year of the contract as described below:

Each employee enrolled and covered under section B shall contribute 11% of the IAFFHWT premium charged to the Town through weekly payroll deductions on a pretax (IRS Code §125) basis. The IAFFHWT premium is only for the cost of the benefit plan and does not include any additional costs associated with HSA contributions or preventive health screenings. The Town Dental plan contribution will be based upon based upon a 10% annual contribution.

The payroll deductions specified above shall be implemented pursuant to a Section 125 pre-tax wage deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The Town shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this Agreement shall make any claim or demand nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

D. The Town of East Hartford will implement a Program called the "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial incentive to drop Town-

sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

1. The payments to be made to employees who drop their Town-sponsored health insurance plan (Blue Cross & Blue Shield or any HMO), excluding Dental, will be as follows:

| **Coverage Type** | **Payment Amount** |
|---|---|
| Individual | $1,250 |
| Individual plus one dependent | $1,500 |
| Individual plus two or more dependents | $1,750 |

   No payment will be made for a reduction in the number of dependents. The employee's entire contract must be canceled by the employee to qualify for payment.

2. One-quarter of the above amounts ($312.50, $375, $437.50 respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter.

3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," attached as Appendix F, and will provide written evidence of health insurance coverage by another plan.

4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.

5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.

Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan. Employees can enroll in the Town's medical plan only at the first of each month.

E. The Town shall provide and pay for a fifty thousand dollar ($50,000.00) life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum of sixty thousand dollars ($60,000); converted to a $15,000.00 retiree life insurance benefit on retirement separation.

**SECTION 2**

A. The Town shall provide and pay for the insurance benefits listed at Section 1, paragraphs A or B (as applicable) of this Article for all employees upon retirement. The premium cost sharing provisions contained in Section 1, paragraph F do not apply to retirees insurance. The PPO will be replaced with the HDHP for all employees retiring on or after July 1, 2017. The deductible will be $1500 single, $3000 family. The Town will not contribute any portion of the annual plan deductible or offer the wellness incentive.

   Employees separating service through retirement after July 1, 2017 but prior to July 1, 2020 shall be provided the HDHP with HSA ($1,500/$3,000 – 100%/80%) insurance benefits herein Section 1.A.

   Employees who enter or entered the DROP on or after July 1, 2017 but prior to July 1, 2020 and who separate service after July 1, 2020 shall have the option at their time of separation to revert to, and participate in the HDHP plan with HSA ($1,500/$3,000 – 100%/80%) insurance benefits herein Section 1.A. or to remain with the IAFFHWT HDHP HSA ($2,000/$4,000 – 100%/80%) herein Section 1.B.

   Employees retiring and separating service or entering the DROP on or after July 1, 2020 will have the IAFFHWT HDHP HSA ($2,000/$4,000 – 100%/80%) insurance benefits herein Section 1.B. and the Town will not contribute any portion of the annual plan deductible or offer the wellness incentive.

B. For retired employees age 65 and over, who are eligible for Medicare Parts A and B, Medicare Supplemental coverage shall be provided in place of the foregoing coverage.

C. All employees hired after September 1, 2013 shall contribute seventeen hundred dollars ($1,700.00) annually through weekly payroll deductions to the Town's Other Post Employment Benefit Trust on a pre-tax basis (IRS Code §125). Effective July 1, 2017, employees hired prior to September 1, 2013 shall contribute seven hundred dollars ($700) annually through weekly payroll deductions to the Town's OPEB trust on a pre-tax basis (IRS Code §125).

**SECTION 3**

The Town shall provide and pay for the insurance benefits, as described in Section 2 above, for the retired employee's spouse, under the following circumstances:

A. Coverage is only effective for the spouse of an employee retiring on or after January 1, 1983. Such coverage will not be provided to the spouse of a presently retired employee.

B. The retired employee must attain age 60 before his/her spouse will be eligible for this coverage.

C. If the retired employee remarries, the new spouse will not be eligible for this coverage.

D. The term "spouse" shall mean the retired employee's spouse who shall have been married and living with the employee as his/her wife/husband at the time of his/her retirement. When the retired employee dies, all coverage to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.

E. In order for this coverage to be effective, the retired employee must pay to the Town 50% of the monthly premium, as determined by the Town or the IAFFHWT premium charged to the Town whichever is applicable. Employees retiring on/after July 1, 2025 must pay 75% of the IAFFHWT premium charged to the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made continuously from his/her pension check, commencing with his/her 60th birthday, all coverage to the spouse shall cease and shall not be reinstated.

F. For those employees who retire before July 1, 2025, the Town will pay 100% of the premium for Parts A & B Medicare Supplemental coverage for the spouse. For employees who retire on or after July 1, 2025, coverage to the spouse will cease when the spouse becomes eligible for Medicare.

**SECTION 4**

The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits; however covered services shall not be reduced by any such change, and there shall be no loss of coverage due, to pre-existing conditions. Any substitute insurance plan shall have a high quality network, defined as one of the three (3) largest networks in the service area.

## ARTICLE XVII
## Leave of Absence Without Pay

The Town may grant a leave of absence without pay, benefits, seniority, or pension accrual, to any employee, upon his/her request, for a period not to exceed one (1) year, providing such leave may not be taken for the purpose of seeking other employment. Upon expiration of an approved leave of absence, or earlier if so requested by the employee, he/she shall be reinstated in the position held at the time leave was granted.

## ARTICLE XVIII
## Seniority and Reduction in Force

**SECTION 1**

Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his/her respective classification. For the purpose of this Section, Classification shall mean and include the following:

A. Firefighter/Paramedic, Firefighter, Apparatus Operator

B. Fire Lieutenant

C. Fire Captain

D. Deputy Chief

An employee's length of service shall not be reduced by time lost due to sick or injury leave.

**SECTION 2**

**Layoff and Recall**

In the event that the Town deems layoffs to be necessary, the following procedures shall apply. Any reduction in force shall not reflect discredit on the service of any affected employee.

A. **Order of Layoff**

1. Temporary employees shall be laid off before probationary employees.

2. Probationary employees shall be laid off before regular employees.

3. Among regular (non-probationary) full time employees, the following job classifications shall be established for purposes of layoff:

    a. Deputy Chief
    b. Captain
    c. Lieutenant
    d. Apparatus Operator
    e. Firefighter
    f. Firefighter/Paramedic
    g. Chief Training Officer
    h. Chief Medical Officer
    i. Assistant Medical Officer
    j. Fire Marshal
    k. Deputy Fire Marshal

l. Master Mechanic
m. Assistant Master Mechanic
n. Alarm Superintendent
o. Assistant Superintendent of Alarms
p. Emergency Management Captain

4. Should it become necessary to eliminate a position in any of the foregoing classifications, the least senior firefighter or firefighter/paramedic will be affected by the elimination of the position within his/her classification. The least senior firefighter or firefighter/paramedic in which the elimination takes place shall be entitled to "bump" the least senior firefighter or firefighter/paramedic most recently held by such employee. The least senior firefighter or firefighter/paramedic so affected shall be entitled to bump the least senior firefighter or firefighter/paramedic most recently held by such employee and this bumping procedure shall continue until the least senior firefighter or firefighter/paramedic is laid off. Seniority within the previously held classification shall include time served in the classification from which the demotion is made.

5. Notwithstanding anything in this Article to the contrary, no employee shall "bump" into a promotional position or pay increase as a result of this procedure.

B. **Recall**

The name of any employee who is laid off by operation of this procedure shall be placed on a recall list for a period of eighteen (18) months from the date on which his/her layoff occurred. Similarly, the names of all employees who were reduced in rank as a result of this procedure shall remain on a re-promotion list for a period of eighteen (18) months. Upon the creation of a new position or a promotional position, offers of employment shall be extended to the employees whose names appear on the recall or re-promotion list, in order of seniority, before offering any such position to any person from the eligibility list. Refusal to accept an offer of re-employment or re-promotion within five (5) calendar days, or to report to work within thirty (30) calendar days from receipt of a written offer of re-employment, or re-promotion, as the case may be, sent by certified mail, return receipt requested to the last known address of the employee, shall result in removal of the name of such employee from the recall or re-promotion list.

## ARTICLE XIX
## Probationary Period

**SECTION 1**

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no appointment shall be deemed final and permanent until after the expiration of a period of probationary service.

A. The probationary period shall commence on the date of hire. The probationary period shall continue for not less than one year. Should the probationary period include attendance at the Connecticut Fire Academy Recruit Firefighter Program, or equivalent, it shall continue for a period of time not less than one year after graduation from that program.

B. During the probationary period, the Chief of the Fire Department may terminate the employment of such employee, if, during this period, upon observation and consideration of his/her performance and duty, he/she shall deem him/her unfit for such appointment. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedure. Nothing contained herein shall be used to deny any employee any rights or any benefits to which he/she may be entitled under the pension provisions of the Retirement Act covering employees of the Fire Department.

**SECTION 2**

To enable the Chief of the Fire Department to exercise sound discretion in the filling of positions within the Fire Department, no promotional appointment into a position above the rank of Firefighter or Firefighter/Paramedic shall be deemed final until after the expiration of a period of one year's probationary service.

A. For those individuals that possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall begin on the date of appointment to the promotional position.

B. For those individuals that do not possess all Job Qualifications and Licensing Requirements at the time of appointment, the period of one year's probationary service shall end one year from the date the individual appointed to the promotional position satisfies all Job Qualifications and Licensing Requirements of the position.

## ARTICLE XX
## Employee Wellness Program

**Section 1**

Each employee shall participate in the wellness program. The wellness program shall consist of the following program elements: Annual Medical Physical examination as described in Section 4; Creation and Maintenance of a Program to address physical fitness as described in Section 7; Creation and Maintenance of a Program to address behavioral health as described in Section 8; and Creation and Maintenance of a program to assist injured members to return to duty as described in Section 9;

**SECTION 2**

Each employee shall be required to undergo such physical examinations as are or may be required by Federal and/or Connecticut State laws or regulation.

**SECTION 3**

Entry Level candidates shall be required to undergo an entry-level medical physical prior to offer of employment. Said medical physical will be based upon the Entry Level Candidate sections of NFPA Standard 1582 or its equivalent.

**SECTION 4**

All members of the organization shall be required to undergo a medical physical each year. This medical physical will based on the 'incumbent' portions of the National Fire Protection Association Standard 1582 or its equivalent. The medical physical will be provided by the Town at no cost to the employee and:

1. Be conducted by an Board Certified Occupational Health Physician.

2. Include blood work, spirometry, a physical exam, vision and hearing testing, aerobic capacity testing and such other components as dictated by the applicable portions of the standard.

3. Included testing for the Hepatitis B anti-body each year.

4. Include testing for the Hepatitis C anti-body once every five (5) years.

**SECTION 5**

Tobacco use by members covered by the Wellness Program is prohibited. For the purposes of this section, tobacco is defined as any product consisting of, in whole or in part, tobacco or any by-product of tobacco. Tobacco products include, but are not limited to cigarettes, cigars, pipe tobacco, smokeless tobacco, chewing tobacco, snuff, and other similar products. Tobacco usage prescribed by a physician licensed by the State of Connecticut may be approved

**SECTION 6**

Members participating in the Capital Region Hazardous Materials Team as described in the MOA dated May 21, 2010 shall have blood screening conducted for exposure to heavy metals. Such testing shall occur upon member entry to the team, separation from the team, and post-operation at any incident where the heavy metals were present, exposure occurred, and members of the team operated.

**SECTION 7**

A. Members participating in the wellness program shall have access to physical fitness facilities, including but not limited to aerobic, flexibility, and strength training equipment, while on duty.

B. To ensure proper usage of the equipment described in Section 7 (A), the department will select and maintain a cadre of Peer Fitness Trainers as defined in NFPA Standard 1583 (or WFI) or equivalent.

**SECTION 8**

A. Members participating in the wellness program shall have access to behavioral health resources.

B. To enable the program, the department will select and maintain a Peer Counseling Team.

**SECTION 9**

Members who suffer an off-duty injury or illness that:

- Results in lost work time greater than 30 days, and/or,
- Results in surgical intervention resulting in lost work time,

Shall not return to full duty until cleared for such duty by the department's occupational health physician. In the event of conflict in medical opinion of the department's occupational health physician and the member's treating physician, the opinion of the department physician shall prevail. Should this result in extended leave, or Light Duty eligibility, the member will be carried on Special Leave until such time as they receive approval for full duty or non-service connected disability retirement. Such leave shall not exceed 365 calendar days.

## ARTICLE XXI
## Health and Safety

**SECTION 1**

There shall be a Safety Committee consisting of three members: one member appointed by the Union, one member appointed by the Town, and one representative of the Town's Workers' Compensation Administrator. The Town and the Union shall notify each other of the Committee appointees and reserve the right to remove and replace their appointees.

**SECTION 2**

The Safety Committee shall meet at times mutually agreed, provided that there shall be up to four (4) meetings each year held at the request of either the Town or the Union. The Union's representative on the Committee shall be released from duty without loss of base pay for the purpose of attending any Committee meeting which takes place during his/her regularly assigned work time.

**SECTION 3**

The Safety Committee shall discuss safety issues and may formulate recommendations for preventive or corrective action on safety matters. Any Committee recommendation shall be

forwarded to the Chief, the Personnel Director and the Mayor. The Committee shall establish guidelines as to the length of time required for the Town's response to its recommendations which shall take into consideration such factors as whether acceptance would require the purchase of additional equipment, appropriations to the Department, or approval by any person or body other than Town administration.

**SECTION 4**

**Physical Examinations**

A. The Town will conduct the physicals at St. Francis Occupational Health or a location mutually agreeable to the Chief and the Union with a physician provided by the Town during an employee's working hours. The Chief or his designee will schedule the appointments.

B. If any follow-up examination is required after an individual has been examined by the Town's physician, the Town will bear the expense, and will select the physician to conduct the follow-up.

## ARTICLE XXII
## Emergency Medical Service

**SECTION 1**

A. All employees render BLS medical aid and assistance to the ill and injured by job description and receive compensation for such services in their base salary.

Effective July 1, 2006, employees in grades 65, 66, and other employees who possess a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital and provide such service to the Town, shall be paid a yearly stipend the first pay period in December. Effective July 1, 2022, employees hired to provide paramedic level care shall be compensated in the following manner:

- $1,000 upon hire
- For employees who have been granted medical control from the East Hartford Fire Department Sponsor Hospital up to the completion of year four (4) of employment: compensation will be 2.5% of the current top-step firefighter rate
- For employees with at least four (4) but less than nine (9) completed years of service: compensation will be at 4.5% of the current top-step firefighter
- For employees who have completed nine (9) years of service until separation from paramedic service: compensation will be 6.5% of current top step firefighter rate. As of July 1, 2022, any employee who has completed nine (9) years as a paramedic with medical control will have a one-time irrevocable choice to retain the current method of stipend calculation at .5% of top step firefighter pay for each year of paramedic service.

1. For the purposes of calculating years of service only, a licensed paramedic with medical control from the East Hartford Fire Department Sponsor Hospital who provides advanced life support for any portion of a year between their anniversary date and their next anniversary date shall have their service pro-rated for the time served. In no case will credit be less than a six (6) month period.

2. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service in accordance with Article XXII Section 2 C or D may voluntarily separate from the paramedic program. This separation is only permitted biannually on June 30 and December 31 regardless of the date the member entered the program.

3. Licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital who have completed their required years of service may, with approval of the fire chief, voluntarily re-enter the paramedic program. This is only permitted biannually on June 30 and December 31.

4. Members voluntarily re-entering the paramedic program must have, at the time of their re-entry, all license and certifications required of current members in the paramedic program. Employees lacking said certification or licensure shall not be re-admitted to the program.

5. Members voluntarily re-entering the paramedic program shall be pre-cepted in accordance with the requirements set forth by the East Hartford Fire Department Sponsor Hospital.

6. The department reserves the right to involuntarily separate, for cause, a practicing paramedic who has met their contractual obligation from the program.

7. Licensed paramedics who exit the system on June 30th shall receive half of their annual stipend.

8. Licensed paramedics, who exit the system on December 31st, shall receive the full annual stipend.

B. Employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for less than six (6) months of the calendar year shall receive one-half of the amounts specified above for that year; employees who are licensed paramedics with medical control from the East Hartford Fire Department Sponsor Hospital for six months or more of the calendar year shall receive the full amount specified above for that year. These stipends shall be payable on the first pay period in December.

C. Employees who are licensed as paramedics and have medical control from the East Hartford Fire Department Sponsor Hospital shall be paid in accordance with Article VIII, Section 1, whenever they are required to attend training courses to maintain their license.

D. Employees holding the rank of Chief Medical Officer or Assistant Medical Officer at the execution of this agreement who possess a paramedic license with medical control from the East Hartford Fire Department Sponsor Hospital, shall be paid 0.5% of top-step firefighter pay for each year of paramedic service. Subsequent employees to hold the position of Chief Medical Officer will be compensated at 10% of the current top step firefighter rate and Assistant Medical Officer will be compensated at 8% of the current top step firefighter rate.

**SECTION 2**

**Certification**

A. All firefighters hired between August 26, 1987 and June 30, 1996 shall be required to hold their EMT-P license and to maintain that license for six (6) years following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.

B. All firefighters hired on or after July 1, 1996, shall be required to hold, at a minimum, EMT-Basic certification and to maintain that certification thereafter.

C. All firefighter/paramedics hired prior to January 1, 2002, who hold paramedic license at the time of appointment and who provide such service, shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for six (6) years following appointment.

D. All firefighter/paramedics hired on or after January 1, 2002 who hold a paramedic license at the time of appointment and who provide such service shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for ten (10) years following appointment. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.

E. All firefighter/paramedics hired on or after January 1, 2022 who hold a paramedic license at the time of appointment and who provide such service shall be required to maintain that license and medical control from the East Hartford Fire Department Sponsor Hospital for ten (10) years beginning when medical control was granted. Any such firefighter/paramedic who loses his/her license or fails to maintain it for the requisite period shall be discharged, and the discharge shall be considered non-disciplinary.

F. The Department maintains the right and prerogative to implement changes in the EMT's skill set based on changes with the nationally recognized training curriculum and/or to skills approved for or extended to a specific EMS certification group by State, Regional, or Local EMS entities.

G. Employees with a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital shall constitute no less than thirty percent (30%) of the

total budgeted positions for employees covered by Article VI, Section 1. If the number of employees with paramedic licensing drops below the minimum percentage expressed herein, no applicant without a paramedic license will be hired until the minimum paramedic percentage level is restored.

1. When the number of licensed paramedics with East Hartford Fire Department Sponsor Hospital medical control exceeds 36, the Fire Chief reserves the right to permit paramedics promoted to the rank of Apparatus Operator relief of their commitment as outlined in Article XXII Section 2 D.
2. Starting with the senior most promoted apparatus operators, employees may request to be relieved of the minimum service requirement on December 31. The Fire Chief may grant early release provided:
    i. The request is received in writing at least four weeks prior and,
    ii. The number of employees covered by Article VI, Section 1 providing paramedic level care exceeds thirty-six (36) and,
    iii. The early release does not negatively impact service delivery as determined by the Fire Chief or his/her designee.
3. No paramedic with less than seven (7) completed years of service will be granted early release.
4. Early release decisions are made at the sole discretion of the Fire Chief.
5. Employees granted early release may be recalled to the program for one (1) calendar year from early release provided:
    i. Their license and medical control remains active and in good standing.
    ii. An emergent operational need exists.
    iii. They are within the ten-year commitment period.
    iv. Recalled employees will be paid the current paramedic stipend starting immediately upon recall.
6. Employees granted early release may work voluntarily as a paramedic for one calendar year to prevent order-back scenarios or in emergent situations provided their medical control is active. Employees opting to voluntarily work as a paramedic will be compensated at their current overtime rate.
7. Employees granted early release will not earn a paramedic stipend as outlined in Article XXII Section 1.A with the exception of a recall to the program as specified in Article XXII Section 2 G.5.
8. Employees granted early release will be required to attend ALS refreshers and maintain medical control at the expense of the town for the period they are able to be re-called to the program.

H. If, during the period that a firefighter/paramedic is required to maintain a paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital he/she does not satisfy re-licensing requirements and/or fails to maintain medical control, he/she shall be provided a period of time not to exceed six (6) months to regain a paramedic license and/or medical control. The period of time from loss of license and/or medical control shall be added to the period the firefighter is required to hold a paramedic

license. The Town shall not bear any costs associated with an employee's effort to regain his/her paramedic license and/or medical control.

I. All current employees who were not required to possess paramedic license and medical control from the East Hartford Fire Department Sponsor Hospital at the time of appointment and who elect to seek their paramedic license and medical control following appointment, provided prior approval is granted by the Chief of the Department, shall be required to make a commitment to maintain their paramedic license and medical control for a minimum of two (2) years beginning when medical control was granted.

J. The department reserves the right and prerogative to hire certified EMTs in accordance with Article XXII Section 2 G. with the intention of having those employees attend paramedic training as a condition of continued employment at the town's expense. Those employees who are hired will be required to obtain a paramedic license within two (2) years of appointment. Employees who fail to obtain a paramedic license will be discharged in accordance with Article XXII Section 2 E. Employees hired under this provision will be required to perform paramedic level duties for the period of time as specified in Article XXII Section 2 E.

K. All employees who participate in training for EMT certification must make a good faith effort to pass examinations and to meet all other requirements. All employees who possess their paramedic license and who participate in Department sponsored training to maintain their license shall perform the duties of a paramedic during the remainder of their licensing period.

L. For employees who obtain their paramedic license and medical control subsequent to initial employment (in accordance with Section F hereof):

    1. If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive pro rata payments under Section I for that calendar year and each calendar year thereafter during the period of medical disqualification.

    2. If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.

M. For employees who were required to possess a paramedic license upon initial employment (in accordance with Sections A, C and D hereof):

    1. If the employee, as certified by a licensed physician or other practitioner whose method of healing is recognized by State authorities, becomes medically

disqualified from providing paramedic level care, he/she shall be relieved of his/her commitment for the period of medical disqualification and shall receive no pro rata payments under Section 1 for that calendar year and each calendar year thereafter during the period of medical disqualification.

2. If the employee fails to keep the required commitment for reason(s) other than medical disqualification, he/she shall receive no payment pursuant to Section 1 in that calendar year and may be subject to disciplinary action as a result of his/her failure to maintain certification.

N. Any employee who holds an EMT-P license and decides not to re-license after completing his/her minimum commitment to maintain licensing, shall give one hundred twenty (120) days notice of his/her decision to the Chief.

O. For purposes of this Article the terms "certification" and "license" shall be interchangeable where the context so requires.

P. Any member who holds a State of Connecticut Paramedic license but provides only BLS care while performing his duties in the Department shall be given no less than 24 hours of continuing medical education over a three (3) year period.

Q. The Town shall annually contribute towards or reimburse employees for the cost of EMS certification and/or licensing renewal fees, up to $175 per employee, for all employees certified or licensed as an EMT or EMT-P recognized by the State of Connecticut. Reimbursement shall be paid during the first pay period in December of the employee's cost of such renewal disbursed in a fair and equitable manner taking into consideration the renewal fees cost and the total number of members being reimbursed that calendar year.

**SECTION 3**

**Precepting**

A Precepting program shall be established and maintained by the Department. Those employees who are assigned precepting duties (preceptors) shall receive a stipend of seven tenths of one percen of the current top step Firefighter rate of pay for each tour in which precepting is performed.

## ARTICLE XXIII
## Miscellaneous

**SECTION 1**

No employee shall be required to stand watch after 10:00 p.m.

**SECTION 2**

The officer in charge shall apportion all work among subordinates as equitably as practicable.

**SECTION 3**

All promotions shall be made through a merit system.

**SECTION 4**

A. A budget of $20,000 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects at a recognized school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.

B. A budget of $20,000 shall be established from which the Town shall contribute toward necessary books and tuition to bargaining unit members who participate in and receive a grade of C or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Chief.

C. Only employees who were enrolled in degree programs in the above referenced areas prior to July 1, 1989 and who continue in such program after the effective date of this contract shall continue, when scheduled to work, to receive leave with pay to attend such classes, provided prior approval is granted by the Chief of the Department, which approval shall not be unreasonably withheld. Any change in program or failure to participate continuously (each term) will disqualify current participants from this grandfather provision. The Town and the Union shall mutually develop a list of participants who are eligible for this grandfather provision. The Department shall also grant leave with pay for attending courses when attendance is required by the Department.

D. Any employee who has been compensated under this Section shall remain in the Fire Department's employment for five (5) years after completion of the course or reimburse the Town any monies expended under this Section. However, no such reimbursement shall be required in the case of retirement at a time when the retiree is eligible for current retirement benefits pursuant to the Town of East Hartford pension plan.

**SECTION 5**

At the sole discretion of the Fire Chief, employees in Salary Grades 67, 68, 69, 71, and 72 may be issued and required to carry a department issued phone. Department phones, if issued, shall be worn on a 24-hour per day basis while both on duty and off duty. Employees will respond promptly to phone calls and messages when required. Fire Department issued phones may be

used for personal matters within the limits of service provided and any plan or level of service restriction.

**SECTION 6**

All employees shall be furnished with an identification card, which is the property of the Town.

**SECTION 7**

The department shall not schedule Fire or EMS related training on any holiday covered under Article VII, section 1 of this agreement. Training hours shall be conducted Monday thru Friday between the hours of 0800 and 2100 and on Saturday between the hours of 0900 and 1300. Any alterations must be accomplished with the consent of both the Union and the Chief of the Department. Outdoor training shall not occur when the Heat Stress Index (as displayed in Appendix H) is above 90 degrees Fahrenheit or the Wind Chill Index (as displayed in Appendix H) is below 25 degrees Fahrenheit. The National Weather Service shall be used to obtain the current temperature, humidity and wind chill.

**SECTION 8**

Employees in salary grades 65, 66, 68, 69, and 72 shall be permitted twenty four (24) hours of Educational Leave with pay annually to attend training classes, seminars, conferences or other educational programs and offerings that take place when an employee is scheduled for duty provided prior approval is granted by the Chief or his designee. At the discretion of the Chief, additional hours of educational leave may be granted.

Employees in salary grades 67 and 71 shall be granted thirty two (32) hours of Educational Leave with pay annually to attend training classes, seminars, conferences or other educational programs and offerings provided prior approval is granted by the Chief or his designee. At the discretion of the Chief, additional hours of educational leave may be granted.

**SECTION 9**

Upon signing a successor agreement to this contract, the Town shall provide each member of the bargaining unit with a digital copy of this contract in PDF format and a digital copy of this contract (in an editable format compatible with Microsoft Word) to the Union president for the purpose of future negotiation.

**SECTION 10**

Effective July 1, 2022, an annual education incentive in the amount set forth below shall be paid to members holding the following degrees as of July 1 of each fiscal year:

| | |
|---|---|
| Associates Degree | $250 |
| Bachelors Degree | $500 |
| Masters Degree | $750 |

The degree must be from an accredited school or college. The educational incentive sum shall be paid each fiscal year commencing July 2022 by the end of the month.

**SECTION 11**

Effective upon issuance of the award in Case No. 2023-MBA-134, the Town shall pay a one-time "Covid Bonus" of One Thousand ($1,000) Dollars to each employee employed at the time of issuance of the award in recognition of the duties performed during the COVID-19 Pandemic.

## ARTICLE XXIV
## Savings Clause

**SECTION 1**

The Town retains all rights it had prior to the signing of this contract, except such rights as are specifically relinquished or abridged by this contract.

**SECTION 2**

All rights, privileges, and job benefits enjoyed by employees prior to the effective date of this contract, which are not specifically provided for or abridged in this contract, are hereby protected by this contract.

## ARTICLE XXV
## Wages and Longevity

The wages for all employees shall be as set forth in Appendix A attached hereto.

## ARTICLE XXVI
## Duration

A. The duration of this contract shall extend from July 1, 2022 through June 30, 2026 as it applies to all items of the contract. Either party wishing to terminate, amend, or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) nor less than one hundred fifty (150) days prior to such expiration date.

B. Within twenty (20) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendment, modification or termination.

## ARTICLE XXVII
## Apparatus Operators

The Town will maintain 40 Apparatus Operator positions for eight pieces of apparatus.

**IN WITNESS WHEREOF**, the parties have caused their names to be signed this ___ day of January, 2023.

| **TOWN OF EAST HARTFORD** | **LOCAL #1548, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL CIO** |
|---|---|
| Michael Walsh<br>Mayor | President |
| Tyron Harris<br>Director or Human Resources | Vice President |
| Chief Kevin Munson<br>For the Town | Secretary |
| Sandra L. Franklin<br>Benefits Administrator | |

## APPENDIX A
## SALARY SCHEDULE

**July 1, 2022 – June 30, 2026**

**GRADE**

**65 - Firefighter, Firefighter/Paramedic***

| | Increase | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|---|
| 7/1/2022 | 2.50% | 69,147 | 72,694 | 76,246 | 79,771 |
| 7/1/2023 | 2.00% | 70,529 | 74,148 | 77,771 | 81,366 |
| 7/1/2024 | 2.00% | 71,940 | 75,631 | 79,326 | 82,993 |
| 7/1/2025 | 2.00% | 73,379 | 77,143 | 80,912 | 84,653 |

NOTE: Step 1 has been eliminated and the remaining steps have been renumbered.

**66 - Apparatus Operator**

| | Increase | Step 1 |
|---|---|---|
| 7/1/2022 | 2.50% | 82,957 |
| 7/1/2023 | 2.00% | 84,616 |
| 7/1/2024 | 2.00% | 86,309 |
| 7/1/2025 | 2.00% | 88,035 |

**67 - Assistant Master Mechanic, Assistant Superintendent of Fire Alarms, Deputy Fire Marshal, Assistant Medical Officer**

| | Increase | Step 1 | Step 2 |
|---|---|---|---|
| 7/1/2022 | 2.50% | 88,718 | 91,201 |
| 7/1/2023 | 2.00% | 90,492 | 93,025 |
| 7/1/2024 | 2.00% | 92,302 | 94,886 |
| 7/1/2025 | 2.00% | 94,148 | 96,784 |

**68 - Lieutenant**

| | Increase | Step 1 | Step 2 |
|---|---|---|---|
| 7/1/2022 | 2.50% | 88,665 | 92,104 |
| 7/1/2023 | 2.00% | 90,438 | 93,947 |
| 7/1/2024 | 2.00% | 92,247 | 95,825 |
| 7/1/2025 | 2.00% | 94,092 | 97,742 |

**69 - Captain**

| | Increase | Step 1 | Step 2 |
|---|---|---|---|
| 7/1/2022 | 2.50% | 95,713 | 99,478 |
| 7/1/2023 | 2.00% | 97,628 | 101,468 |

| | | | |
|---|---|---|---|
| 7/1/2024 | 2.00% | 99,580 | 103,497 |
| 7/1/2025 | 2.00% | 101,572 | 105,567 |

**71 – Master Mechanic, Superintendent of Fire Alarms, Fire Marshal, Chief Medical Officer, Chief Training Officer**

| | Increase | Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|
| 7/1/2022 | 2.50% | 95,712 | 99,478 | 105,517 |
| 7/1/2023 | 2.00% | 97,627 | 101,468 | 107,627 |
| 7/1/2024 | 2.00% | 99,579 | 103,497 | 109,779 |
| 7/1/2025 | 2.00% | 101,571 | 105,567 | 111,975 |

**72 - Deputy Chief**

| | Increase | Step 1 | Step 2 | Step 3 |
|---|---|---|---|---|
| 7/1/2022 | 2.50% | 103,372 | 107,355 | 111,566 |
| 7/1/2023 | 2.00% | 105,440 | 109,503 | 113,797 |
| 7/1/2024 | 2.00% | 107,549 | 111,693 | 116,073 |
| 7/1/2025 | 2.00% | 109,699 | 113,926 | 118,395 |

**NOTE:**
Each Firefighter or Firefighter/Paramedic who has less than six (6) months of service in his/her classification and each employee in the remaining classifications who has less than one (1) year of service in his/her classification shall be paid at Step 1 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has six (6) months but less than one (1) year of service, and each Lieutenant, Captain, Deputy Chief, Chief Medical Officer and Chief Training Officer who has one (1) but less than two (2) years of service in the classification, and each employee in the remaining classifications *who* has one (1) or more years of service in his/her classification shall be paid at Step 2 of the salary range of his/her classification.

Each Firefighter or Firefighter/Paramedic who has one (1) but less than two (2) years of service and each Deputy Chief, Chief Medical Officer and Chief Training Officer who has two (2) or more years of service in his/her classification shall be paid at Step 3 of the salary range for his/her classification.

Each Firefighter or Firefighter/Paramedic who has two (2) but less than three (3) years of service in his/her classification shall be paid at Step 3 of the salary range of his/her classification. Each Firefighter or Firefighter/Paramedic who has three (3) or more years of service shall be paid at Step 4 of the salary range for his/her classification.

The change in the salary schedule from Grade 70 to Grade 71, shall not apply to those employees serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal as of July 1, 2001.

If an employee serving as Assistant Master Mechanic, Assistant Superintendent of Fire Alarm or Deputy Fire Marshal on July 1, 2001 is eligible and is promoted to either Master Mechanic, Superintendent of Fire Alarm, or Fire Marshal, then upon promotion he/she shall be paid at Grade 71, Step 3.

All rates specified in this Appendix are annual rates, and reflect the following general wage increases during the term of this Agreement.

**APPENDIX B**

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**APPENDIX C**
**Dr.'s Own Letterhead**

TO: Chief, Fire Department
Town of East Hartford

FROM:

DATE: _____

As a physician duly licensed by the State of _____.

I hereby certify that _____ was unable to
(name of employee)

work during the continuous period from _____
(date)

to_____ as a result of being afflicted with
(date)

_____, during which period he/she was under my care.
(cause of illness)

I also certify that said employee can return to duty with no restrictions on

_____.
(date)

_____
Signature of Physician

# APPENDIX D
# EAST HARTFORD FIRE FIGHTERS
# MEDICAL INSURANCE PLAN

## SCHEDULE OF BENEFITS

**APPENDIX E**
**EAST HARTFORD**
**TRIPLE OPTION DENTAL PLAN**

| BENEFIT DESCRIPTION | PPO IN NETWORK NO DEDUCTIBLE | FLEX DENTAL $50 DEDUCTIBLE* | OUT OF NETWORK $200 DEDUCTIBLE |
|---|---|---|---|
| ANNUAL MAXIMUM | Unlimited | Unlimited | Unlimited |
| BENEFIT | Coinsurance | Coinsurance | Coinsurance |
| PREVENTIVE SERVICES | | | |
| Prophylaxis | 100% | 100% | 80% |
| Oral Hygiene Instruction (Included with Oral Evaluation) | 100% | 100% | 80% |
| Fluoride Treatment to age 19 | 100% | 100% | 80% |
| Sealants | 100% | 100% | 50% |
| Space Maintainers | 100% | 100% | 50% |
| DIAGNOSTIC SERVICES | | | |
| Oral Evaluation | 100% | 100% | 70% |
| Radiographs | 100% | 100% | 70% |
| Pulp Vitality Test (Included with Oral Evaluation) | 100% | 100% | 70% |
| RESTORATIVE SERVICES | | | |
| Amalgam Fillings | 100% | 100% | 50% |
| Resin Fillings | 100% | 100% | 50% |
| ENDODONTICS | | | |
| Root Canal | 100% | 80% | 50% |
| Apicoectomy | 100% | 80% | 50% |
| ORAL SURGERY | | | |
| Simple Extractions | 100% | 100% | 50% |
| Surgical Extractions and Impaction | 50% | 50% | 50% |
| Treatment of Fractures & Dislocations | 50% | 50% | Not Covered |
| GENERAL SERVICES | | | |
| Consultation | 60% | 50% | Not Covered |

| | PPO IN NETWORK NO DEDUCTIBLE | FLEX DENTAL $50 DEDUCTIBLE* | OUT OF NETWORK $200 DEDUCTIBLE |
|---|---|---|---|
| General Anesthesia | 60% | 50% | Not Covered |
| Emergency Treatment | 100% | 100% | 50% |
| **PERIDONTICS** | | | |
| Gingival Curettage | 50% | 50% | Not Covered |
| Gingivectomy or Gingivoplasty | 50% | 50% | Not Covered |
| Osseous Surgery | 50% | 50% | Not Covered |
| Mucogingival Surgery | 50% | 50% | Not Covered |
| Management of Acute Infection and oral lesions | 50% | 50% | Not Covered |
| **PROSTHODONTICS** | | | |
| Dentures Full and Partial | 50% | Not Covered | Not Covered |
| Crowns, Bridges, fixed and removable | 50% | Not Covered | Not Covered |
| Inlays, onlays and crowns not part of bridge | 100% | 50% | Not Covered |
| Addition of teeth to partial denture to replace extracted teeth | 50% | Not Covered | Not Covered |
| Repair of Dentures | 100% | 100% | Not Covered |
| Orthodontia $1,000 Lifetime maximum Dependents covered to age 19 or to age 23 if a full-time student | 50% | 50% | Not Covered |

*Flex Dental deductible does not apply to preventive services or sealants.

Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin (synthetic) fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the maximum allowable (MAA) amount for an amalgam filling. The member will be responsible for any amounts over the MAA.

This is not a legal contract. It is only a general description of the Triple Option Dental Program.

## APPENDIX F
## HEALTH BENEFIT OPT-OUT FORM

Employee Name _____ Date of Form Completion _____

Department _____ Effective Date of Cancellation _____

**Statement of Election to Participate in Town of East Hartford Health Benefit Opt-Out Program**

I elect to cancel my health insurance (but not my dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through _ _____ (name of company offering program). The name of the plan providing my insurance coverage (name of health insurance carrier) is _____. This plan covers: ☐ my spouse, ☐ my family, and ☐ myself ***(check all that apply)***.

Attached is documentation of my enrollment in the above plan.

In exchange for canceling my health insurance, I elect to receive a cash payment (totaling $1250 for individual employee coverage, $1500 for employee plus one dependent coverage, or $1750 for employee plus family coverage) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature _____ Date _____

Witness_____ Date _____

## APPENDIX G
## ATTESTATION FOR $250 WELLNESS REWARD

THE ORIGINAL FORM SHOULD BE SUBMITTED TO
Town of East Hartford, Human Resources
Attention: Sandra Franklin
740 Main Street, East Hartford CT 06108

## ANNUAL ROUTINE PHYSICAL EXAM FORM

Each employee covered by a Town of East Hartford High Deductible Health Plan has been asked to have an annual routine physical examination performed during each plan year. This routine physical should consist of the items listed below **as deemed appropriate by the employee's primary care provider.**

Once the exam is complete, please sign and date this form and return it to the patient so they may turn it in to HR. You may also mail the form directly. Please do not fax the form – we need the original signature. Please provide the employee with biometrical results of their exam and lab work. They may use this information to complete an online Health Risk Assessment with Anthem.

The Routine Physical Exam Should Include the Following:

- Preventive Physical Exam, which includes medical and family health history, assessment of lifestyle (diet, stress, exercise, etc.) general system examination (heart, lungs, throat, thyroid, ears, skin, joints, etc). and measurement of height and weight
- Routine blood pressure and urine screenings
- Cholesterol and lipid level screenings
- Blood glucose screening
- Eye chart vision screening
- Immunizations (tetanus every ten years, others as appropriate)
- Pelvic examination, Pap Smear, and Mammography screenings
- Prostate examination and prostate specific antigen blood test (PSA) (*males only*)
- Colorectal cancer screening

**You, as the health care provider will determine which one of several types of screenings is most appropriate and at what age it should be done. I certify that I performed a routine physical exam on Town of East Hartford Employee:**

_____

**EMPLOYEE NAME**

**Physician's Name:** _____
**Date of Physical:** _____
**Physician's Signature:** _____

## APPENDIX H
## WIND CHILL INDEX

| WIND SPEED (MPH) | TEMPERATURE °F | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 45 | 40 | 35 | 30 | 25 | 20 | 15 | 10 | 5 | 0 | -5 | -10 | -15 |
| 5 | 43 | 37 | 32 | 27 | 22 | 16 | 11 | 6 | 0 | -5 | -10 | -15 | -21 |
| 10 | 34 | 28 | 22 | 16 | 10 | 3 | -3 | -9 | -15 | -22 | -27 | -34 | -40 |
| 15 | 29 | 23 | 16 | 9 | 2 | -5 | -11 | -18 | -25 | -31 | -38 | -45 | -51 |
| 20 | 26 | 19 | 12 | 4 | -3 | -10 | -17 | -24 | -31 | -39 | -46 | -53 | -60 |
| 25 | 23 | 16 | 8 | 1 | -7 | -15 | -22 | -29 | -36 | -44 | -51 | -59 | -66 |
| 30 | 21 | 13 | 6 | -2 | -10 | -18 | -25 | -33 | -41 | -49 | -56 | -64 | -71 |
| 35 | 20 | 12 | 4 | -4 | -12 | -20 | -27 | -35 | -43 | -52 | -58 | -67 | -75 |
| 40 | 19 | 11 | 3 | -5 | -13 | -21 | -29 | -37 | -45 | -53 | -60 | -69 | -76 |
| 45 | 18 | 10 | 2 | -6 | -14 | -22 | -30 | -38 | -46 | -54 | -62 | -70 | -78 |
| | | | | A | | | | | B | | | | C |

| | Wind Chill Temperature °F | DANGER |
|---|---|---|
| A | ABOVE 25°F | LITTLE DANGER FOR PROPERLY CLOTHED PERSON |
| B | 25°F-75°F | INCREASING DANGER, FLESH MAY FREEZE |
| C | BELOW 75°F | GREAT DANGER, FLESH MAY FREEZE IN 30 SECONDS |

## APPENDIX H
## HEAT STRESS INDEX

| TEMPERATURE °F | RELATIVE HUMIDITY | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 10% | 20% | 30% | 40% | 50% | 60% | 70% | 80% | 90% |
| 104 | 98 | 104 | 110 | 120 | 132 | | | | |
| 102 | 97 | 101 | 108 | 117 | 125 | | | | |
| 100 | 95 | 99 | 105 | 110 | 120 | 132 | | | |
| 98 | 93 | 97 | 101 | 106 | 110 | 125 | | | |
| 96 | 91 | 95 | 98 | 104 | 108 | 120 | 128 | | |
| 94 | 89 | 93 | 95 | 100 | 105 | 111 | 122 | | |
| 92 | 87 | 90 | 92 | 96 | 100 | 106 | 115 | 122 | |
| 90 | 85 | 88 | 90 | 92 | 96 | 100 | 106 | 114 | 122 |
| 88 | 82 | 86 | 87 | 89 | 93 | 95 | 100 | 106 | 115 |
| 86 | 80 | 84 | 85 | 87 | 90 | 92 | 96 | 100 | 109 |
| 84 | 78 | 81 | 83 | 85 | 86 | 89 | 91 | 95 | 99 |
| 82 | 77 | 79 | 80 | 81 | 84 | 86 | 89 | 91 | 95 |
| 80 | 75 | 77 | 78 | 79 | 81 | 83 | 85 | 86 | 89 |
| 78 | 72 | 75 | 77 | 78 | 79 | 80 | 81 | 83 | 85 |
| 76 | 70 | 72 | 75 | 76 | 77 | 77 | 77 | 78 | 79 |
| 74 | 68 | 70 | 73 | 74 | 75 | 75 | 75 | 76 | 77 |

NOTE: Add 10°F when protective clothing is worn and add 10°F when in direct sunlight.

| HUMITURE °F | DANGER CATEGORY | INJURY THREAT |
|---|---|---|
| BELOW 60° | NONE | Little or no danger under normal circumstances |
| 80°-90° | CAUTION | Fatigue possible if exposure is prolonged and there is physical activity |
| 90°-105° | EXTREME CAUTION | Heat cramps and heat exhaustion possible if exposure is prolonged and there is physical activity |
| 105°-130° | DANGER | Heat cramps or exhaustion likely, heat stroke possible if exposure is prolonged and there is physical activity |
| ABOVE 130° | EXTREME DANGER | Heat stroke imminent |

## APPENDIX I
## SUBSTANCE ABUSE POLICY

The Town and Union have a vital interest in maintaining a safe and healthy work environment in which all employees have the opportunity to work in a productive manner. The Town and Union also have a commitment to its citizens, residents, visitors and the community to ensure a well and fit workforce.

Therefore, the illegal use, possession, distribution, purchase, or sale of controlled substances is prohibited. Violation of this policy will subject members to discipline up to and including termination. Such discipline shall be subject to Article IV – Grievance Procedure.

Employees shall notify the Chief or Assistant Chief within three (3) days of any arrest for drug law offense, regardless of where or when it may occur. Employees shall notify the Chief or Assistant Chief of any arrest for alcohol violations, including loss of driving privileges, prior to reporting for duty for the next shift after the offense or arrest occurs.

The Town and Union, by agreeing to this policy, are committed to protecting its members and to ensure Town's interests are properly safeguarded. This policy shall be implemented a manner that is consistent with all applicable State and Federal law.

**Section 1 – Employee Assistance Program (EAP)**

1. Any member who feels that he/she has developed an addition to, dependence upon, or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into EAP can occur by self-referral, recommendation, or referral by a Supervisor.

2. Requests for assistance through "recommendation" or "Supervisor referral" will be confidential. "Self referral" confidentiality will be maintained between the individual seeking help and EAP.

3. Member progress will be monitored by the Fire Chief or his/her designee.

4. Rehabilitation, itself, is the responsibility of the member. For members enrolled in a formal treatment program, the Town will grant rehabilitation leave through the use of accumulated sick leave.

5. To be eligible for continuation of employment on a rehabilitation basis, in accordance with the language above, the member must have been employed by the Town for at least one (1) year; must maintain at least weekly contact with the Fire Chief or her/his designee; and must provide certification that he/she is continuously enrolled in a treatment program and actively participating in that program.

6. Upon successful completion of an approved treatment program mutually acceptable to the Fire Chief and the Union, the member will be returned to active status without reduction of pay, grade or seniority.

**Section 2 – Alcohol**

1. No alcoholic beverages will be brought into or consumed upon Fire Department premises.

2. Drinking or being under the influence of alcoholic beverages while on duty is cause for suspension or termination.

3. Any member whose off-duty use of alcohol which results in an inability to perform all duties required of said member in a satisfactory manner while on duty may be offered, at the sole discretion of the Fire Chief or his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken.

4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of alcohol shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

   a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work

   b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

**Section 3 – Prescription Drugs**

1. No prescription drug shall be brought upon Department premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed. Members shall notify the Fire Chief or his/her designee if there are any job-related restrictions in the use of the prescribed drug.

2. Any member whose abuse of prescription drugs results in an inability to perform all duties required of said member in a satisfactory manner may be offered, at the sole discretion of the Fire Chief or his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or rails rehabilitation, disciplinary action for violation of this policy may be imposed.

3. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to improper use of drugs shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated.

4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to improper use of drugs shall result in loss of ability to fulfill conditions of employment and such employee shall not be

entitled to work until driving privileges are reinstated with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work

b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

**Section 4 – Illegal Drugs**

1. The use of an illegal drug, or controlled substance, or the possession of such substance by a member, while said member is on duty or on Department premises, is just cause for suspension or termination.

2. Any member whose abuse of illegal drugs results in an inability to perform all duties required of said member in a satisfactory manner may be offered, at the sole discretion of the Fire Chief or his/her designee, an opportunity to participate in EAP for rehabilitation in lieu of disciplinary action being taken. In the event the member refuses or rails rehabilitation, disciplinary action for violation of this policy may be imposed.

3. The sale, trade or delivery of illegal drugs or controlled substances by a member, during work hours or while on Department premises, to another person is just cause for suspension or termination.

4. Because possessing a valid driver's license is a condition of employment, the loss of driving privileges imposed on a member by this or another agency due to use of illegal drugs shall result in loss of ability to fulfill conditions of employment and such employee shall not be entitled to work until driving privileges are reinstated with the following exceptions which shall be considered as fulfilling the condition of employment as stated herein:

a. A valid work permit issued by the State of Connecticut that allows the member drive to and from work

b. The employee is solely responsible for, able, and arranges for their own transportation to and from work.

**Section 5 – Testing Procedures**

Testing for drugs shall be by urine testing and shall be performed by a licensed laboratory. Testing for alcohol shall be by breathalyzer and conduct by a trained Breath Alcohol Technician

For drug testing, the sample will be split into two parts. A member whose drug test results in a positive report may, within forty-eight hours of receiving notification of such result, request in writing to the Fire Chief or his/her designee that the second part of the sample be made available for re-testing at a licensed or certified laboratory of the member's choosing and at the member's

expense. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the member for the cost of the second test.

**Section 6 – Interference With or Refusal to Test**

Any alteration, switching, substituting or tampering with a sample or test given under this Appendix I by any member shall be grounds for immediate suspension and subsequent disciplinary action which may include dismissal.

The refusal by a member to submit to a drug or alcohol test pursuant to the provisions of this Appendix I, or to cooperate in providing information needed in connection with the testing, shall result in the member's immediate suspension without pay and subsequent disciplinary action which may include dismissal.

**Section 7 – Rehabilitation**

The opportunity for rehabilitation (rather than discipline) shall be granted once for any member who:

1. Voluntarily admits to alcohol or drug abuse prior to testing (this is not considered a refusal to submit) or

2. Tests positive for alcohol or abuse of legally prescribed drugs for the first time

The member shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will at the sole expense of the member, to the extent not covered by the member's health benefits plan. As part of any rehabilitation program, the member shall be required to undergo periodic screening for drugs or alcohol as recommended by the Medical Review Officer (MRO). If, after testing, the member has tested positive, he/she will be immediately suspended and will be subject to dismissal.

**Section 8 – Reasonable Suspicion Procedures**

The procedures of the Town in regard to members using, possessing or being under the influence of alcohol, drugs or controlled substances while on duty are as follows:

1. Members shall report to their places of assignment fit and able to perform their required duties and shall not by any improper act render themselves unfit for duty.

> Step 1: A supervisor who has reasonable grounds to believe that a member is under the influence of alcohol, drugs or controlled substances, as provided for within Federal or State law, shall immediately relieve said member from duty with pay.
>
> Step 2: The on-duty Shift Commander or appropriate Division Head as applicable shall then immediately notify Fire Chief, or his/her designee.

Step 3: The reporting supervisor and the Fire Chief or his/her designee will interview the member, and if the Supervisor and the Fire Chief, or his/her designee both being the same who interviewed the member believe, based upon reasonable grounds herein, that the member is under the influence of alcohol, drugs or controlled substances, then said member will be taken by the Department its designated hospital or testing facility. The member may request Union representation during this interview, though said request may not be a reason to delay said interview.

Step 4: The decision to relieve the member from duty assignment shall be documented as soon as possible. Both the supervisor and the Fire Chief or his/her designee must document reasons and observations, such as, but not limited to, glazed eyes, smell of alcohol, slurred speech, wobbly walk, change in attitude, aggressiveness, passed out, change in normal appearance, etc.

Step 5: The member shall sign the appropriate release form provided by the hospital or testing facility to perform a drug and/or alcohol test for either reasonable suspicion testing.

1. It shall be made clear to the member before he/she signs the release form that the results will be made available to the Fire Chief or he/she designee and may be used in disciplinary proceedings against the member. In addition, said results will be made available to the member.

2. If the member does not sign the release form, the member will be in violation of the parties' Agreement and the member will be relieved from active duty without pay and be subject to disciplinary action up to and including termination.

Step 6: When an alcohol drug test is administered, based on reasonable suspicion, the member will be placed on sick leave until results are available.

1. When test results are positive, the member will be relieved of duty without pay and shall be subject to disciplinary action, up to and including termination. The member may be referred to EAP in lieu of disciplinary action being taken at the sole discretion of the Fire Chief or his/her designee.

2. The Fire Chief or his/her designee shall make the final determination whether the member returns to active status or remains off duty if the outcome of the test(s) is/are positive.

3. Rejection of treatment or failure to complete rehabilitation may be cause for suspension or termination.

4. Upon successful completion of treatment, the member will be returned to active status without reduction of pay, or grade or seniority.

5. No member will be eligible for EAP more than one time except at the sole discretion of the Fire Chief or his/her designee. Any cost for additional EAP treatment shall be the responsibility of the member and shall not be submitted for reimbursement through the Town. A second positive test for alcohol or drugs shall be cause for immediate termination, except in those cases where the Fire Chief or her/his designee authorizes the member to attend additional EAP treatments at the member's expense, as provided for herein. Notwithstanding any other provisions contained herein, members who have three positive test results for alcohol or drugs shall be immediately terminated.

2. Any supervisor who does not relieve a member, who he has knowledge of or reasonable suspicion of being under the influence of alcohol, drugs or controlled substances will be subject to disciplinary action.

3. Anyone knowingly bringing false charges against a member or using these procedures for harassment or personal reasons will be subject to disciplinary action.

## MEMORANDUM OF AGREEMENT

WHEREAS, the Town of East Hartford, herein referred to as the "Town", and the International Association of Firefighters, Local 1548, herein referred to as the "Union" have negotiated a bargaining agreement covering the period from July 1, 1989 - June 30, 1992; and,

WHEREAS, both parties have reached agreement with regard to overtime and minimum manning which amends the terms of the Agreement; and,

WHEREAS, the parties desire that these amendments last only so long as the Agreement referenced above remains in effect; and,

WHEREAS, it is not the intention of the parties to achieve minimum manning through layoffs;

NOW, therefore, the parties agree as follows:

1. Article VIII of the Agreement shall be amended to delete the term time and one-half (1 1/2) and to substitute the term time and one-quarter (1 1/4), effective on approval of both parties.

2. The parties agree that there shall be maintained a minimum of twenty-six (26) members of the bargaining unit on duty at all times. The above shall not include any employee in grade 67, grade 71 or the Emergency Manager.

3. The Town maintains the right to reduce the manning level below twenty-six (26), when financial circumstances so dictate, subject to one (1) exception set forth below. The Town is to be the sole determiner of when financial circumstances dictate the reduction; however, the Town will present to the Union the basis for its determination. Exhaustion of the overtime account in and out of itself will not be deemed a sufficient financial circumstance justifying reduction of the work force below the above minimum.

Should the Town determine the financial circumstances require a reduction below the above minimum, then this entire Memorandum of Agreement shall become null and void.

NATIONAL DEVELOPMENT

2310 Washington Street
Newton Lower Falls
MA 02462

**Phone.** 617.527.9800
**www.natdev.com**

December 20, 2022

The Honorable Michael P. Walsh, Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Dear Mayor Walsh:

I am writing to provide you a brief update on our redevelopment project at Rentschler Field and to ask for your consideration in helping us resolve a recent issue that was brought to our attention.

The last few months have been extremely difficult in moving the project forward. Lingering inflation and associated exorbitant construction costs have been plaguing the industry for the last couple of years. However, the greatest challenge has come from dramatic changes in the debt markets over the past 6 months. Banks have all but stopped lending on new construction projects and any debt that is available has more than doubled in rate over the course of 2022, which has severely increased our project costs. This change in financing alone has put immense pressure on the viability of the project. Unfortunately, on top of this, we have also encountered major unanticipated back charges (~$5,000,000) for utility connections.

At the same time, we understand the critical importance of this project to East Hartford and the commitment we have made to bring jobs, economic development, near-term fee revenue ($3.5mm in building permit fees alone) and long-term net new tax revenue to East Hartford. We remain committed to all of these obligations, which are in addition to the $4 million plus in mitigation/impact fees to the Town (in the form of funding for the East Coast Greenway Trail and the Athletic Complex) and there are no other anticipated costs or negative impacts to the Town from this project.

However, as part of our extensive negotiations with capital partners, we have uncovered a concern over the potential of a partial real estate reassessment during construction that we have not anticipated in our current project costs and proforma. We simply do not have any room left in our budget and need to resolve this risk to finalize our project financing. At its most basic level, we are asking for your help in resolving this issue so we can proceed with construction as hoped. As we have said from our very first meeting with the Town, these large, impactful projects are a partnership between the town and the developer and East Hartford has been an exceptional partner to date. We wish we did not need to come to you with this request, but the reality is the world has changed dramatically and this is critically important in getting this project over the goal line. Our very specific ask is that the project is not subject to a partial reassessment on the October 2023 Grand List, as we will not have any revenue from the site until late 2024. We look forward to paying appropriately increased taxes in 2024 as the project completes, and we start to receive rental income from our tenants. We also note that the Town will receive over $5,500,000 from the project in 2023 related to the aforementioned building permit fees and half of the project impact payments (the other half will be paid in 2024).

We greatly appreciate your consideration of this request and are happy to answer any questions you may have. We remain committed to this project and a long-term, mutually beneficial future with the Town of East Hartford.

Sincerely,

Ed Marsteiner
Managing Partner
National Development

NATIONAL DEVELOPMENT

Community Cultural Center Room 105 / MICROSOFT "TEAMS"

TAX POLICY COMMITTEE

January 10, 2023

PRESENT Angie Parkinson, Chair, Councillors Don Bell and Travis Simpson

ABSENT

ALSO PRESENT
Mayor Mike Walsh
Richard Kehoe, Town Council Chair
Councillor Awet Tsegai
Melissa McCaw, Finance Director
Eileen Buckheit, Development Director
Jay Margnelli, CT River Valley Chamber of Commerce

2023 JAN 12 AM 11:26
TOWN CLERK
EAST HARTFORD

CALL TO ORDER

Chair Parkinson called the meeting to order at 6:05 pm

APPROVAL OF MINUTES

October 5, 2022

MOTION By Travis Simpson
seconded by Angie Parkinson

to **table the approval of** minutes from the October 5, 2022 meeting.

Motion carried 2/0 (abstain: Bell)

OPPORTUNITY FOR RESIDENTS TO SPEAK

No one came forward.

NEW BUSINESS

Tax Incentive Program for National Development Project

Committee Chair Parkinson provided a brief background of the redevelopment project at Rentschler Field acknowledging mutual benefits to both the organization and the Town. National Development has currently contributed $4 million in impact fees and roughly $3 million in building permit fees associated with the project.

As the project is located in an Enterprise Zone, the development is awarded an automatic 80% tax abatement of real estate taxes for five years after a Certificate of Occupancy is granted.

National Development is requesting the project is not subject to a partial reassessment on the October 2023 Grand List and that town provide 100% abatement from property taxes through FY2024-25 as they will likely not have any revenue from the site until late 2024. The Town Council had previously voted to expand the Town's enterprise zone to accommodate the project so that National Development would automatically receive the initial automatic 80% abatement as provided.

The Committee discussed the ramifications of the proposed abatement and estimated cost of the accommodation and asked for further data that demonstrates the necessity of the requested further tax relief to preserve the viability of the project.

Review of ARPA Small Business Assistance Program

The Committee reviewed a rubric provided by the Administration used to evaluate applications to the ARPA Small Business Assistance Program. Category definitions include priority for Minority, Women and/or Veteran owned businesses, whether proposals address needs created by the impact of the COVID-19 pandemic, visual impact, sustainability, and other factors.

The Committee discussed the merits and challenges of using the results provided by the rubric as a ranking system of applications. The Committee further discussed the language and definitions of the various criteria used to assure the program is fair in its evaluation of applications.

Director Buckheit stated that a list of scores based on the results of application evaluations will be provided to the committee for review in the coming weeks.

MOTION By Travis Simpson
seconded by Don Bell

to **adjourn** at 7:51 pm

Motion carried 3/0

cc: Town Council
Mayor Walsh

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: BID WAIVER: Fire Department equipment

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In accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, please see enclosed two bid waiver requests submitted by Fire Chief Kevin Munson to allow the Fire department to:

- Purchase 10 Knox Med Vaults
- BD Pyxis MedBank Tower

Please place this information on the Town Council agenda for the January 17th, 2023 meeting.

C: M. Walsh, Mayor
M. McCaw, Finance Director
K. Munson, Fire Chief

MICHAEL P. WALSH
MAYOR

OFFICE OF THE MAYOR

# TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7200

WWW.EASTHARTFORDCT.GOV

TO: Mayor Michael P. Walsh

FROM: Kevin W. Munson, Fire Chief

DATE: December 30, 2022

SUBJECT: Request for waiver of bidding requirements

In accordance with Section 10-7 (c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver to purchase 10 Knox Med Vaults as part of our Narcotic Electronic Storage System.

Knox MedVault is an electronic narcotic storage vault designed to store narcotics in emergency vehicles. These WiFi enabled vaults provide controlled access through the use of unique PIN codes reducing drug diversion risks and increasing controlled substance accountability. Knox MedVaults are also keyed specifically to our jurisdiction, preventing override keys from outside jurisdictions from being used which provides a higher level of security.

Additionally, the cloud-based administrative software used to manage the MedVault, KnoxConnect, is the same software already in use to manage the Knox KeySecure devices we use to secure and account for the Knox master keys.

Knox is the sole source provider of this type of electronic storage vault with these features. Utilizing Knox MedVaults also allows the use of management software already in place and eliminates the need to purchase additional licenses and subscriptions.

I request a bid waiver for the purchase of 10 Knox MedVaults at $18,260.00 The funding for this project comes from the CDBG-CV funds recently reallocated for this purpose.

I appreciate your consideration of this request. Please let me know if you need additional information or clarification.

Respectfully Submitted,

Kevin W. Munson
Fire Chief

MICHAEL P. WALSH
MAYOR

OFFICE OF THE MAYOR

# TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7200

WWW.EASTHARTFORDCT.GOV

TO: Mayor Michael P. Walsh

FROM: Kevin W. Munson, Fire Chief

DATE: December 30, 2022

SUBJECT: Request for waiver of bidding requirements

In accordance with Section 10-7 (c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver for the purchase of a BD Pyxis MedBank Tower.

The BD Pyxis MedBank Tower is a replenishment station that provides an automated workflow for paramedic restock of narcotics. This automated system provides electronic inventory tracking of narcotics used by our paramedics as required by CT Drug Control and the DEA.

The requested product has unique workflow specifications, required by our Medical Director, that, after researching similar products, only the BD Pyxix MedBank provides.

For this reason, I request a bid waiver for the purchase of a BD MedBank Tower at $39,965.00 The funding for this project comes from the CDBG-CV funds recently reallocated for this purpose.

I appreciate your consideration of this request. Please let me know if you need additional information or clarification.

Respectfully Submitted,

Kevin W. Munson
Fire Chief

# TOWN OF EAST HARTFORD PUBLIC WORKS
# MEMORANDUM

To: Mayor Michael P. Walsh

From: Marilynn Cruz-Aponte, Director of Public Works

Date: January 10, 2023

RE: Request for Waiver of Bidding Requirements

In accordance with Section 10-79(c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver for three contractors (JVIII Construction, A&A Industries and Connecticut Seal Coating) to allow the Department of Public Works to engage plowing services for Fiscal Year 23 on the basis of hourly rates quoted below.

For FY23, Public Works is short 6 plow trucks that were ARPA funded, ordered and are expected to be put into service Fall, 2023. The lack of plow trucks this season may require contractor services in the event of an extreme snow-accumulation event.

Public Works took two actions to address the need for contractors. The first was to issue a formal bid for roadway snow plowing services, and the second was to solicit three (3) quotes from local vendors should the formal bid process not produce a responsive bidder.

The roadway snow plowing bid, issued on December 20, 2022, resulted in one bidder, Sanford Federal, with a bid of $700 per hour for snow removal equipment—Categories 3 and 4. A review of the Sanford Federal bid found that the contractor is not a Connecticut registered business with the Secretary of State and the pricing exceeds local vendor quotes.

While the State contracts for snow plowing are not available to use by local municipalities, the vendors listed below are willing to extend the same pricing to the Town of East Hartford as listed below:

**JVIII Construction**

1) Category 3 6-wheel Dump with Plow and Sander
    a. $305.00/hour per State contract
2) Category 4 10-wheel Dump or Tri-axle with Plow and Sander
    a. $345.00/hour per State contract

**A&A Industries**

3) Category 3 6-wheel Dump with Plow and Sander

a. $305.00/hour per State contract

4) Category 4 10-wheel Dump or Tri-axle with Plow and Sander
   a. $345.00/hour per State contract

**Connecticut Seal Coating**

5) Category 3 6-wheel Dump with Plow and Sander
   $349.00/hour

A contract that includes insurance and indemnification guarantees will be prepared in accordance with Town contracting policies with each of these entities.

While the Department will continue to issue bids for snow removal services in the future, the Department believes that the additional (6) 6-wheel ARPA-funded trucks and adherence to the planned replacement of Public Works dump trucks/plows/sanders in the Capital Improvement Program will permit the Department to address snow removal independently without hiring contractors.

Thank you for your consideration of this request. I am available to provide additional information required.

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10th, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: RESOLUTION: Receipt of Grant Funds for the Summer Youth Employment and Learning Program

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Attached for approval is a resolution to authorize the Mayor to apply to Capital Workforce Partners for funding under the Summer Youth Employment and Learning Program.

Please place this item on the Town Council agenda for the January 17th, 2023 meeting.

C: M. McCaw, Finance Director
M. Walsh, Mayor
P. O'Sullivan, Grants Manager

# GRANTS ADMINISTRATION
# MEMORANDUM

**TO:** Mayor Michael P. Walsh

**FROM:** Paul O'Sullivan, Grants Manager

**SUBJECT:** Council Resolution – Town Council Authorization for Receipt of Grant Funds for the Summer Youth Employment and Learning Program

**DATE:** January 6, 2023

Attached is a draft Town Council resolution authorizing you as Mayor to apply to Capital Workforce Partners for funding under the Summer Youth Employment and Learning Program.

The Summer Youth Employment and Learning Program (SYELP) is a youth employment program, connecting Connecticut youth living in the North Central Region for Workforce Development Boards between the ages of 14 and 24 with career exploration opportunities and paid work experience each summer. Participants have the opportunity to explore their interests and career pathways, develop workplace skills and engage in learning experiences that help in developing their social, civic and leadership skills.

SYELP is structured in three Tiers, each with age and experience appropriate opportunities. For 2023, youth will be paid at a rate of either $13, $14 or $15 an hour based on their assigned Tier. If permitted to submit a re-certification application, East Hartford may be awarded a Cost Reimbursement Contract for SYELP that could fund up to 60 youth for 120 hours of work and learning each, throughout July and August 2023.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on January 17, 2023. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director
Melissa N. McCaw, Finance Director
Amy Peltier, Director, EH Connects

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 17th day of January, 2023

## R E S O L U T I O N

**WHEREAS**; Capital Workforce Partners has made available funding to support the Summer Youth Employment and Learning Program, and;

**WHEREAS;** these funds can be used to provide East Hartford youth age 14-21 with employment and learning experience, while offering local employers subsidized wages for the interns' labor,

**NOW THEREFORE LET IT BE RESOLVED**; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by Capital Workforce Partners as they pertain to this Summer Youth Employment and Learning Program grant.

**AND I DO CERTIFY** that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ___ day of January, 2023.

Seal

Signed: _____
Jason Marshall, Town Council Clerk

**GRANTS ADMINISTRATION MEMORANDUM**

**To**: Mayor Michael P. Walsh
**From**: Amy Peltier, Director of East Hartford Works
**Re**: Town Council Authorization to re-certify for grant funds supporting the Summer Youth Employment and Learning Program
**Date**: January 5, 2023
**Cc**: Melissa McCaw, Robert Fitzgerald, Paul O'Sullivan, Connor Martin, Christine Sasen

**Summary**: In May 2022, the town of East Hartford agreed to become the Employer of Record and Service Provider for the Summer Youth Employment and Learning Program (SYELP) for East Hartford youth. Last summer, 57 youth interns aged 14 to 20 participated in the program, collectively earning just under $90,000. The most common use of earned wages was to deposit money into a savings account, as reported by 77% of the interns. East Hartford Works staff, with an additional hired part-time staff member and a community partner, designed and implemented summer intern programming. For the first time, 11 high school interns worked in 6 different municipal departments. 3 of those interns did so well they have remained employed with the town during their school year and are currently being funded by ARPA dollars. A majority of the summer interns completed our exit survey, with 100% reporting being satisfied with the program and 88% reporting they intend to apply again this upcoming summer.

As a reminder, the Summer Youth Employment and Learning Program (SYELP) is a youth employment program, connecting Connecticut youth living in the North Central Region for Workforce Development Boards between the ages of 14 and 24 with career exploration opportunities and paid work experience each summer. Participants have the opportunity to explore their interests and career pathways, develop workplace skills and engage in learning experiences that help in developing their social, civic and leadership skills. The purpose of SYELP is to expose and connect youth to career pathways through paid work-based learning while building a talent pipeline that meets employer needs. The program intent is to provide youth with career competency development and work readiness training combined with real-world experiences aligned to their interests. Youth accepted into the program receive work readiness training combined with paid work experience hosted by partners in the community from private sector employers to non-profit organizations. SYELP is structured in three Tiers, each with age and experience appropriate opportunities. For 2023, youth will be paid at a rate of either $13, $14 or $15 an hour based on their assigned Tier. If permitted to submit a re-certification application, East Hartford may be awarded a Cost Reimbursement Contract for SYELP that could fund up to 60 youth for 120 hours of work and learning each, throughout July and August 2023. The approximate amount we would apply for is $152,000 based on wage, fringe and programmatic costs for interns as determined by what has been previously allotted by the grantor and rates of pay for 2023. Additional incentives can be awarded based on the number of interns who successfully complete their 120 hours.

**Conclusion**: I request that the Town Council authorize the Town to re-certify our application for the grant funds for SYELP. If our re-certification is approved, we will reappear before Town Council asking to enter into a Cost Reimbursement Contract with Capital Workforce Partners, our Regional Workforce Board, who administers the grant. CWP is a pass-through entity for federal and state funds that support the SYELP. Any SYELP contract funded with federal and state resources, is a sub-award, and the town of East Hartford would serve as a Contractor and a sub-recipient. I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on January 17, 2023. Please contact me at extension 4345 if you have any questions.

# TOWN COUNCIL RESOLUTION
# GRANT INFORMATION FORM

Grant Description: 2023 Summer Youth Employment and Learning Program (SYELP)

Funder: Capital Workforce Partners as a pass through for CT Department of Labor

Grant Amount: $152,000 (estimated)

Frequency: ☐ One time ☒ Annual ☐ Biennial ☐ Other

| | | | |
|---|---|---|---|
| First year received: | 2022 | | |
| Last 3 years received: | 2022 | N/A | N/A |
| Funding level by year: | $144,668 | $N/A | $ N/A |

Is a local match required? ☐ Yes ☒ No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: The purpose of SYELP is to expose and connect youth to career pathways through paid work-based learning in order to build a talent pipeline that meets employer needs. The program intent is to provide youth with career competency development and work readiness training combined with real-world experiences aligned to their interests.

Results achieved: Last summer, 57 youth interns aged 14 to 20 participated in the program, collectively earning just under $90,000. The most common use of earned wages was to deposit money into a savings account, as reported by 77% of the interns. A majority of the summer interns completed our exit survey, with 100% reporting being satisfied with the program and 88% reporting they intend to apply again this upcoming summer.

Duration of grant: July 1, 2023 through August 31, 2023

Status of application: Under development

Meeting attendee: Amy Peltier, East Hartford Works Director

Comments: None

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: RESOLUTION: Neglected Cemeteries Grant Program

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Attached for approval is a resolution to authorize the Mayor to execute an application and other documents as may be required for a State of Connecticut Neglected Cemeteries Grant.

Please place this item on the Town Council agenda for the January 17th, 2023 meeting.

C: M. McCaw, Finance Director
M. Walsh, Mayor
P. O'Sullivan, Grants Manager

# GRANTS ADMINISTRATION
# MEMORANDUM

**TO:** Mayor Michael P. Walsh

**FROM:** Paul O'Sullivan, Grants Manager

**SUBJECT:** Council Resolution – Neglected Cemeteries Grant Program

**DATE:** January 6, 2023

Attached is a draft resolution authorizing you as Mayor to execute an application and other documents as may be required for a State of Connecticut Neglected Cemeteries Grant.

This grant program is operated by the state Office of Policy and Management (OPM). It offers municipalities grant funding to address adverse conditions at a municipal cemetery of its own choosing. These funds can be used to clear weeds, briars and bushes; to mow cemetery lawn areas; to repair fences and walls; to straighten memorial stones and to keep cemeteries in an orderly and decent condition.

There is no matching requirement for this grant. In the past, these grant funds have been used to address conditions at Hockanum Cemetery.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on January, 2023. Please contact me at extension 7206 if you have any questions.

Attachments (3)

Cc: Eileen Buckheit, Development Director
Marilynn Cruz-Aponte, Public Works Director
Melissa N. McCaw, Finance Director

# TOWN COUNCIL RESOLUTION
# GRANT INFORMATION FORM

Grant Description: 2023 Neglected Cemeteries Funding

Funder: State of CT Office of Policy and Management

Grant Amount: $3,000 (anticipated)

Frequency: ☐ One time ☒ Annual ☐ Biennial ☒ Other as General Assembly provides funds

| | | | |
|---|---|---|---|
| First year received: | 2017 | | |
| Last 3 years received: | 2020 | 2018 | 2017 |
| Funding level by year: | $3,300 | $2,500 | $2,000 |

Is a local match required? ☐ Yes ☒ No

If yes, how much? Not applicable From which account? Not applicable

Grant purpose: CT OPM is offering funding to reclaim neglected cemeteries. Municipalities can apply for funding to be used to clear weeds, briars and bushes; to mow cemetery lawn areas; to repair fences and walls; to straighten memorial stones and to keep neglected cemeteries in an orderly and decent condition.

Results achieved: Improved conditions at Town Cemeter(ies)

Duration of grant: Two years from execution of grant by both grantor and grantee

Status of application: Under Development

Meeting attendee: P. O'Sullivan, x7206.

Comments: None

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 17th day of January, 2023:

## RESOLUTION

**WHEREAS**; the state Office of Policy and Management (OPM) makes funds available to municipalities under the Neglected Cemeteries Program; and

**WHEREAS,** the purpose of this program is to provide grants to clear weeds, briars and bushes; to mow cemetery lawn areas; to repair fences and walls; to straighten memorial stones and perform other activities to keep neglected cemeteries in an orderly and decent condition,

**NOW THEREFORE LET IT BE RESOLVED**; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, accept, execute and approve on behalf of this corporation, any and all agreements, documents, contracts, and amendments as may be required by the state Office of Policy and Management as they pertain to this Neglected Cemeteries Grant Program.

**AND I DO CERTIFY** that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ___ day of January, 2023.

Seal

Signed: _____
Jason Marshall, Council Clerk

# State of Connecticut
# Office of Policy and Management

(/OPM)



**Neglected Cemetery Account Grant Program**
**THE PROGRAM IS CURRENTLY ACCEPTING APPLICATIONS THROUGH FEBRUARY 6TH**

**C.G.S. Sec. 19a-308b** (http://www.cga.ct.gov/current/pub/chap_368j.htm#sec_19a-308b) as amended by PA 22-74 established the Neglected Cemetery Account and authorizes OPM to make grants to eligible municipalities for the purpose of municipal maintenance of neglected burial grounds and cemeteries, as described in C.G.S. Sec. 19a-308. This program is funded from death certificate fees collected by the Department of Public Health, pursuant to C.G.S. §7-74(b)(2).

Pursuant to **C.G.S. Sec. 19a-308(a)** (https://www.cga.ct.gov/current/pub/chap_368j.htm#sec_19a-308) a "neglected cemetery" is:

- a burial ground or cemetery containing more than six places of interment;
- a burial ground or cemetery that has been neglected and allowed to grow up to weeds, briars and bushes, or about which the fences have become broken, decayed or dilapidated.

**Allowable Use of Grant Funds:**

In accordance with **C.G.S. Sec. 19a-308(a)** (https://www.cga.ct.gov/current/pub/chap_368j.htm#sec_19a-308), only expenditures for the following four types of work can be reimbursed with Neglected Cemetery Account Grant funds:

- Clearing of weeds, briars and bushes;
- Mowing of the ground's lawn areas;
- Repairing of the ground's fences or walls; and
- Straightening, repair or restoration of memorial stones.

**Eligibility:**

- The state reserves the right to not award new grant funds from this program to those municipalities that have unexpended grant funds from a previously awarded Neglected Cemetery Account grant.
- Additionally, pursuant to **C.G.S. Sec. 8-23** (https://www.cga.ct.gov/2015/pub/chap_126.htm#sec_8-23), as amended by **P.A. 15-95** , eligible municipalities will be those that have adopted a plan of conservation and development (POCD) within the past ten years. Municipalities that have not adopted a POCD within the past ten years may be eligible for funding if compliant with C.G.S. Sec. 8-23(a)(2) and C.G.S. 8-23(b). See program guidelines for full details.

**Program Guidelines:** 2023 Guidelines

**Application:** 2023 Application

Applications are due on or before 12:00 PM EDT February 6, 2023. Awards to be announced on or about March 31, 2023.

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**For those who have successfully submitted all required contract documents and have received a copy of their fully executed (signed by both grantee and OPM) Notice of Grant Award Contract, click the link below for instructions on how to request a reimbursement.**

CLICK HERE FOR INSTRUCTIONS ON HOW TO REQUEST REIMBURSEMENT (/OPM/IGPP/Grants/Neglected-Cemetery-Account/Neglected-Cemetery-Account-Grants-Reimbursements)

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**AWARDS:**

- 2015 Awards **November 10, 2015 Awards**
- 2016 Awards **December 5, 2016 Awards**
- 2018 Awards **2018 Awards**
- 2020 Awards 2020 Awards
- 2023 Awards On or about March 31, 2023

**CONTACTS:**

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10th, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: RESOLUTION: 2023 Epidemiology and Laboratory capacity Supplement (ELC2) Grant

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Attached for approval is a resolution to authorize the Mayor of the Town of East Hartford to contract with the CT Dept. of Public Health for funding under the (ELC2) program.

Please place this item on the Town Council agenda for the January 17th, 2023 meeting.

C: M. McCaw, Finance Director
L. Burnsed, Health Director
P. O'Sullivan, Grants Manager

# GRANTS ADMINISTRATION MEMORANDUM

**TO:** Mayor Michael P. Walsh

**FROM:** Paul O'Sullivan, Grants Manager

**SUBJECT:** Council Resolution – DPH COVID-19 Funding Application/Agreement

**DATE:** January 10, 2023

Attached is a draft Town Council resolution authorizing you as Mayor to contract with the CT Dept. of Public Health for funding under the Epidemiology and Laboratory Capacity Supplement (ELC2) Program.

This funding comes from the Centers for Disease Control and Prevention (CDC) ELC2 Enhancing Detection Program. It is intended to enhance local efforts supporting COVID-19 testing activities, surveillance, and prevention of further COVID-19 transmission and preparedness plans for other infectious diseases.

From a grantee's perspective, ELC is a "family" of three grants allocated to the Town: an original ELC grant in 2020 in the amount of $136,449; a budget period two (2021-22) award in the amount of $204,674 (designated as ELC1 BP2) that funded public health COVID-19 response from May 2021 through November 2022; and a second supplemental grant designated as ELC2) in the amount of $341,770, for a funding total of $682,893. The ELC2 allocation grant period will support public health response to COVID-19 and other emerging infectious diseases from November 2022 through February 2024. These funds support a full-time public health, part-time nursing staff, community health workers, laboratory testing supplies, and overtime for health department personnel conducting COVID-19 investigations and vaccination activities.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on January 17, 2023. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

# TOWN COUNCIL RESOLUTION
# GRANT INFORMATION FORM

Grant Description: 2023 Epidemiology and Laboratory Capacity Supplement (ELC2) Grant

Funder: Centers for Disease Control and Prevention (CDC) via CT Dept. of Public Health (DPH)

Grant Amount: $341,770

Frequency: ☐ One time ☐ Annual ☐ Biennial ☒ Other Periodic

| | | |
|---|---|---|
| First year received: | 2020 | |
| Last 2 years received: | 2020 (ELC1 Grant) | 2021-2022 (First ELC2 Grant) |
| Funding level by year: | $136,449 | $204,674 |

Is a local match required? ☐ Yes ☒ No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: Funding is intended to enhance local efforts supporting COVID-19 testing activities, surveillance, and prevention of further COVID-19 transmission and preparedness plans for other infectious diseases.

Results achieved: 1)Enhanced laboratory detection, surveillance, response, informatics and other workforce capacity to combat COVID-19 and other infectious diseases; 2) strengthened laboratory testing volume and capacity; 3) coordination and engagement with partners as needed to respond to and prevent COVID-19; 4) prevention and minimization of transmission of COVID-19 and 5) health promotion activities related to prevention of COVID-19 and other infectious diseases.

Duration of grant: 3/01/2022 – 2/29/2024

Status of application: Submitted. Contract pending approval

Meeting attendee: L. Burnsed, x7321

Comments: None

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 17th day of January, 2023

# R E S O L U T I O N

**WHEREAS;** the State Department of Public Health (DPH) is making funds available from the Centers of Disease Control and Prevention (CDC) for the enhanced detection, response, surveillance and prevention of COVID-19, and;

**WHEREAS;** these funds provide resources to improve and enhance the Town's response to COVID-19 and other infectious diseases,

**NOW THEREFORE LET IT BE RESOLVED**; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the DPH or CDC as they pertain to this the Epidemiology and Laboratory Capacity Supplement (ELC2) grant.

**AND I DO CERTIFY** that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ___ day of , 2023.

Seal

Signed: _____
Jason Marshall, Town Council Clerk

Centers for Disease Control and Prevention

Division of Preparedness and Emerging Infections (DPEI)

# ELC 5-year Focus, Funding, and Impact

## ELC Cooperative Agreement: Focus for the next 5 years, 2019 – 2023

The 2019-23 Notice of Funding Opportunity (NOFO) gives ELC the opportunity to emphasize public health programs while retaining recipients' ability to work on discrete projects relevant to their populations (e.g., mycotics, *Legionella*, parasitic disease, rabies, etc.). ELC-funded activities are divided into four compatible, cross-cutting programs:

- Cross-cutting Epidemiology and Laboratory Capacity Program
- Foodborne, Waterborne, Enteric, and Environmentally Transmitted Diseases Program
- Healthcare-associated Infections and Antibiotic Resistance Program
- Vector-borne Diseases Program

### ELC's Funding Framework

- Offers opportunities to implement cross-cutting prevention and intervention projects with an increased focus on integration, leadership and flexibility:
  - Data Modernization Project – New in 2020
  - ELC Leadership, Management and Administration Project – Added in 2019
- Improves coordination of the cooperative agreement while maintaining valued flexibility
- Maintains opportunities for disease-specific or categorical funding that target specific infectious diseases and other public health threats of importance.
- Facilitates programmatic growth.
- Eases administrative burden on both the ELC and its recipients.

## Current Funding

2021 Award by Jurisdiction

2021 Award by Jurisdiction [PDF – 1 page]

COVID-19 Funding by Jurisdiction

COVID-19 Funding by Jurisdiction [PDF – 1 page]

### Awards prior to 2021

2020 ELC Award by Jurisdiction

2020 ELC Awards by funding CDC [PDF – 1 page]

## Public Health Impact

As Americans are increasingly affected by infections emerging anywhere in the world, finding and stopping infectious disease health threats is essential to protecting public health and saving lives. Communities across the nation benefit from the actions taken by state, local, and territorial public health departments to detect, respond, prevent, and control known and emerging

(or re-emerging) infectious diseases. Examples of other benefits:

- Preventing future outbreaks
- Responding quickly to occurrences of infectious diseases
- Executing prevention and control strategies leading to decreased infectious diseases deaths and illnesses
- Improving health outcomes, health care quality, and health equity

Page last reviewed: September 13, 2021

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: REFERRAL: Personnel and Pensions Subcommittee

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Please see the attached job descriptions for Police Records Clerk I and Police Records Clerk II submitted by HR Director Tyron Harris.

Please place this item on the Town Council agenda for the January 17th, 2023 meeting for referral to the Personnel and Pensions Subcommittee.

C: T. Harris, HR Director

MICHAEL P. WALSH
MAYOR

TYRON HARRIS
DIRECTOR
OFFICE OF HUMAN
RESOURCES

# TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7220

WWW.EASTHARTFORDCT.GOV

January 10th 2023

The Hon. Mayor Mike Walsh
740 Main Street
East Hartford, CT 06108

Re: Police Records Clerk I and Police Records Clerk II

Dear Mr. Walsh:

The Police Department job descriptions are not compliant with CALEA Accreditation Review; therefore, we made changes to reflect the needed changes. We also added the Town of East Hartford EEO/AA Statement, which is:
*In the Town of East Hartford, we don't just accept difference — we celebrate it, support it, and thrive on it for the benefit of our employees, residents, and community partners. The Town of East Hartford is proud to be an equal opportunity workplace.*

Tyron V. Harris

Human Resources Director

*Customer Service. Collaboration. Communication.*

**TOWN OF EAST HARTFORD**

**TITLE:** Police Records Clerk I **GRADE:** 4

**DEPARTMENT:** Police **DATE:** 10/13/2022

## POSITION DEFINITION:

Performs general clerical work of complexity and variety in organizing and maintaining police record-keeping and cross-filing systems. Enters and retrieves information in the functional areas of criminal, motor vehicle accidents, and administrative records. Assists the public in receiving and completing various police-related permit applications.

## ESSENTIAL JOB FUNCTIONS:

- Receives oral or written instructions from supervisor or lead clerk.
- Plans work according to established office procedures.
- Enters and retrieves information by a remote computer terminal.
- Receives information on arrests, accidents, and investigations.
- Classifies, codes, and processes the information.
- Enters data into criminal history files from incident reports and related information.
- Retrieves and organizes information from criminal history files for transmittal to a court or law-enforcement agencies.
- Reports motor vehicle accident and criminal history information to authorized persons, including attorneys, insurance representatives, and public members.
- Compiles and types statistical information for reports, including criminal activity reports to federal and state governments, specific incident activity reports, and various department activity reports. **Formatted:** Not Highlight
- Processes issued, paid, and uncollectible parking tags for Data Processing.
- Balances tags and money collected against accounts receivable and data processing records. **Formatted:** Not Highlight
- Prepares and types routine correspondence.
- Processes arrest tickets coordinating them with Officers' reports to prepare court transmittals.
- Prepares related tasks as required.
- Reports work accomplished to supervisor.

## ADDITIONAL JOB FUNCTIONS:

- Classifies and files materials such as correspondence, reports, and technical documents.
- Waits on public and issues copies of police reports after determining whether requests comply with the Freedom of Information Act and state privacy laws.
- Prepares copies of materials for the public, as authorized.

## SUPERVISED BY:

**Receives general supervision from both division lieutenant and police records supervisor.**

## QUALIFICATIONS PROFILE;

- The skills and knowledge required would generally be acquired with graduation from high school and two years of clerical or secretarial experience.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagrammatic form.
- Ability to deal with practical problems involving concrete variables in or from standardized situations.
- Ability to enter and retrieve information in an automated filing system.
- Ability to add, subtract, multiply and divide all units of measure.
- Ability to maintain accurate records and files.
- Ability to type with accuracy and speed.
- Ability to deal with the public and other employees courteously and effectively.
- At all times, ability to consistently remain calm and effective, even during times of heavy workloads, exercise critical thinking, including sound judgment and decision making, prioritize emergent and non-emergent situations, and obtain and act on information quickly and accurately.
- Maintain confidentiality at all times for citizens, emergency responders, and employees, including Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in a sensitive, information-rich environment.
-

## LICENSING REQUIREMENTS:

- Ability to obtain NCIC certification within six months of accepting position. This includes being able to pass a background check.

**NOTE: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.**

**TOWN OF EAST HARTFORD**

**TITLE:** Police Records Clerk II **GRADE:** 6

**DEPARTMENT:** Police **DATE:** ~~07/19/1988~~10-13-2022

**POSITION DEFINITION:**

Performs general clerical work of ~~some~~ complexity and variety in organizing and maintaining police record-keeping, cross-filing systems, and property control. Serves as a lead clerk in the police records unit. Enters and retrieves information in specific functional areas, such as criminal, motor vehicle accident, property, and administrative records.

**ESSENTIAL JOB FUNCTIONS:**

- Receives oral or written ~~instructio~~instruction ~~ns~~ from the unit commander or designated supervisor.
- Plans work according to the established office or standard procedure.
- Assigns work to clerks of lower grade.
- Receives information on arrests, accidents, and investigations.
- Classifies, codes, and processes information, ~~enters~~ enter data into criminal history files from incident reports ~~and related~~ related information, and property.
- Enters data into an electronic filing system by remote computer terminal, including criminal history files.
- Retrieves and organizes information from criminal history ~~file~~ files for transmittal to a court or other law enforcement agencies.
- Receives, indexes, and files criminal intelligence information.
- Provides copies of police reports, criminal history, and property inventory to authorized persons, including attorneys, insurance representatives, and ~~members of the public~~public members pursuant to state statutes and established procedures.
- Observes strict confidentiality in maintaining restricted information, files, records, and property.
- Provides information and referral services to the public regarding department or town programs and procedures.
- Compiles and types statistical information for reports.
- Serves as a relief to Accounts Clerk.
- Performs payroll, attendance, and leave record-keeping and related duties as needed.
- Performs related tasks as required.

- Reports work accomplished to supervisor.

## ADDITIONAL JOB FUNCTIONS:

C

- Classifies and files materials such as correspondence, property, reports, and technical documents.
- Maintains worksheets of assigned ~~unit~~units.
- Periodically reviews and purges ~~records~~ a record of outdated records.

## SUPERVISED BY:

- Receives general supervision from a division lieutenant, police records supervisor, or an assigned supervisor.~~a unit sergeant or an assigned supervisor.~~

## QUALIFICATIONS PROFILE:

- The skills and knowledge required would generally be acquired with ~~a~~ high school education and three years of experience in general office work.
- Knowledge of basic office procedures, including filing, scheduling, posting, and basic bookkeeping.
- Ability to apply principles of confidential record keeping to solve practical problems.
- Ability to follow written and oral instructions furnished in written, oral or diagrammatic form.
- Ability to acquire a working knowledge of laws, regulations, and police procedures.
- Ability to type accurately.
- Ability to operate data and word processing equipment.
- Ability to maintain accurate records and files.
- Ability to perform accurate mathematical computations.
- Ability to deal cooperatively with others.
- Ability to process confidential information with responsibility.
- Prior police records experience is desirable.

## LICENSING REQUIREMENTS:

- ~~Not applicable.~~
- NCIC certification within the requisite amount of time
-

**NOTE: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.**

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MICROSOFT TEAMS

PERSONNEL AND PENSIONS SUBCOMMITTEE

December 20, 2022

PRESENT Awet Tsegai, Chair, Councilors Harry Amadasun and Tom Rup

ALSO PRESENT Tyron Harris, Human Resources Director

CALL TO ORDER

Chair Tsegai called the meeting to order at 5:37 p.m.

APPROVAL OF MINUTES

August 29, 2022 Meeting

MOTION By Tom Rup
seconded by Harry Amadasun
to **approve** the minutes of the August 29, 2022 Personnel & Pensions Subcommittee meeting.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

OLD BUSINESS

None

NEW BUSINESS

Deputy Finance Director Job Description

Director Harris summarized the proposed revisions to the Compensation Plan for the position of Deputy Finance Director. Included in the recommendations is a requirement of Audit/CPA experience. The new hire will also be expected to join the negotiation team during arbitration and collective bargaining cases. This position is not a part of the Local Union.

The Committee discussed the differences between the Deputy Finance Director Position and the Assistant Finance Director positions. The Assistant is a role more focused on day to day operations within the department, while this Deputy position requires a skill set concentrated on contracts and larger projects. The Deputy position will serve as a department manager and provide oversight over the Assistant.

In turn, the revision of the Deputy role will also provide support to current Finance Director Melissa McCaw as her appointment to additionally serve as Chief Administrative Officer as well as her current role will require further responsibilities.

MOTION By Tom Rup
Seconded by Harry Amadasun

to **recommend** the Town Council accept the revised Compensation Plan for Deputy Finance Director dated December 1, 2022 as amended by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0

Real and Personal Property Assistant Job Description

Director Harris summarized the proposed revisions to the Compensation Plan for the position of Real and Personal Property Assistant which is in the Office of Assessor. Included in the recommendations is an increase in pay grade from level 9 to level 10. The job description has not been amended since 1987, so a number of day to day requirements of the role have been updated.

MOTION By Tom Rup
Seconded by Harry Amadasun

to **recommend** the Town Council accept the revised Compensation Plan for Real and Personal Property Assistant dated December 1, 2022 as amended by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0

ADJOURNMENT

MOTION By Tom Rup
seconded by Harry Amadasun
to **adjourn** at 5:52 pm

Motion carried 3/0

C: Town Council
Mayor Walsh
Tyron Harris, Human Resources Director
Melissa McCaw, Finance Director

MICROSOFT TEAMS

PERSONNEL AND PENSIONS SUBCOMMITTEE

December 20, 2022

**TO:** Harry Amadasun and Tom Rup

**FROM:** Awet Tsegai, Chair

**RE: Tuesday December 20, 2022 5:30 pm Town Council Majority Office/Teams**

**This meeting is accessible through "Microsoft Teams"** 1 929-235-8441
**Conference ID: 937 328 434# or** Click here to join the meeting

A G E N D A

1. CALL TO ORDER

2. APPROVAL OF MINUTES
   A. August 29, 2022

3. OPPORTUNITY FOR RESIDENTS TO SPEAK

4. OLD BUSINESS

5. NEW BUSINESS
   A. Real and Personal Property Assistant
   B. Deputy Finance Director

6. ADJOURNMENT

C: Town Council
Mayor Walsh
Tyron Harris, Human Resources Director

TOWN COUNCIL MAJORITY OFFICE

PERSONNEL AND PENSIONS SUBCOMMITTEE

August 29, 2022

PRESENT Awet Tsegai, Chair, Councilors Harry Amadasun and Tom Rup

ALSO PRESENT Tyron Harris, Human Resources Director
Laurence Burnsed, Director of Health and Social Services
Jessica Carrero, Durational Project Manager

CALL TO ORDER

Chair Tsegai called the meeting to order at 5:32 p.m.

APPROVAL OF MINUTES

April 26, 2022 Meeting

MOTION By Harry Amadasun
seconded by Tom Rup
to **approve** the minutes of the April 26, 2022 Personnel & Pensions Subcommittee meeting.

Motion carried 3/0

TOWN CLERK
EAST HARTFORD
2022 SEP -1 AM 11:04

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

OLD BUSINESS

NEW BUSINESS

Social Services Supervisor Job Description

Director Harris summarized the proposed revisions to the Compensation Plan for the recently vacated Social Services Supervisor position including requiring license as clinical social worker (LCSW) and increasing the pay grade to remain competitive to the current market for similar positions. Director Burnsed shared that the LCSW revision to the position was made to help sustain the growing partnership with East Hartford's Police Department with regards to behavioral health efforts and community engagement.

MOTION By Tom Rup
Seconded by Harry Amadasun

to **recommend** the Town Council accept the revised Compensation Plan for Social Services Supervisor dated August 8, 2022 as amended by the Department of Human Resources per the subcommittee's discussion.

Motion carried 3/0.

ADJOURNMENT

MOTION By Tom Rup
seconded by Harry Amadasun
to **adjourn** at 5:42 pm.

Motion carried 3/0.

C: Town Council
Mayor Walsh
Tyron Harris, Human Resources Director

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: December 1, 2022

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: REFERRAL: Personnel and Pensions Subcommittee

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Please see the attached job descriptions for Real & Personal Property Assistant and Deputy Finance Director submitted by HR Director Tyron Harris.

Please place this item on the Town Council agenda for the December 13, 2022 meeting for referral to the Personnel and Pensions Subcommittee.

C: T. Harris, HR Director

MICHAEL P. WALSH
MAYOR

TYRON HARRIS
DIRECTOR
OFFICE OF HUMAN
RESOURCES

# TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7220

WWW.EASTHARTFORDCT.GOV

December 1st 2022

The Hon. Mayor Mike Walsh
740 Main Street
East Hartford, CT 06108

Re: Real & Personal Property Assistant and Deputy Finance Director

Dear Mr. Walsh:

Attached is the Real & Personal Property Assistant and Deputy Finance Director position description with proposed revisions. As noted, one of the fundamental changes for the Deputy Finance Director may present the town's position during arbitration or other labor negotiations, recommend collective bargaining strategies, goals, or objectives, and have Audit/CPA experience.

The Real & Personal Property Assistant job description has yet to be updated since 1987, and the role has evolved. Following CSEA/SEIU LOCAL NO. 2001, ARTICLE VIII 8.7, to be considered for a change in pay grade, an employee must show that he/she is: (a) performing duties in a competent manner that are significantly different from the duties of his/her current classification, and (b) the change in his/her duties are so substantial that the position in question is of a different classification than his/her current classification. Therefore, I recommend that this position is referred to Town Council for consideration of a pay grade change.

**Tyron V. Harris**

Human Resources Director

***Customer Service. Collaboration. Communication.***

# TOWN OF EAST HARTFORD

| | | | |
|---|---|---|---|
| **TITLE:** | Real & Personal Property Assistant | **GRADE:** | ~~9~~ 10 |
| **DEPARTMENT:** | Office of Assessor-Finance | **DATE:** | 12-1-2022 |

## POSITION DEFINITION:

Assists in all areas related to the preparation of the grand list with special emphasis on personal property. Performs work in the filed related to real and personal property in accordance with the general policy of the office, and assists in the application and maintenance of all State mandated programs.

## GENERAL DUTIES:

- Receives oral or written direction from the Assessor or Deputy Assessor.
- Lists real and personal property in the field as required, and plans such work in conjunction with the office assignments.
- Assists in the collection of data for input to the Assessor's computerized information system.
- Assumes office responsibility in the absence of the Assessor and Deputy Assessor.
- Assists in the maintenance of all records, cards, and files used in the Assessor's office.
- Assists in the valuation and maintenance of motor vehicle lists.
- Maintains sales analysis files and reports as required.
- ~~Arranges independent audit meetings with businesses to obtain accurate data pertinent to the preparation of the grand list.~~
- Assist Auditors with compiling a list of accounts to Audit, put together Audit packages, mail packages and results to Audited accounts and create COC for results.
- Makes independent field judgments on accuracy and applicability of data.
- Responsible for the applications and tracking of our distressed municipality program.
- Design and maintain the Assessor's webpage.
- Assist in the BAA Hearings.
- Puts through all BAA decisions in QDS to Real Estate, Personal Property and Motor Vehicles.
- Provide backup for the Munis system and budget planning.
- Maintain and create excel files for office use.
- Maintain record retention schedule and dispose of documents accordingly.
- Manage new digital filing of Certificate of Corrections.
- Assist in compilation of the Grand List.
- Assist coworkers with application processes of exemption programs.
- Assists public with general assessment procedures including exemptions.
- Pull reports from our Vison and QDS systems as needed for various office work or by request of the public or other Town offices.

## ADDITIONAL DUTIES:

- ~~Assists in the maintenance of the personal property index file and cross index files.~~
- Receive and process all Personal Property Declarations.
- Value new Personal Property accounts.
- Reviews all personal property locations each year.
- Review all manufacturer exemptions and apply when applicable.
- Responsible for upkeep, mailing and applying of quadrennial exemptions.
- Gather documents required for state reports and file with the state.
- Receive and process all Income and Expense reports.
- Put together mass mailings for Income and expense reports and for Personal Property Declarations.
- Supervises clerical and technical staff as indicated by the Assessor or Deputy Assessor.
- Helps in the maintenance of assessment maps as required by property transfers, subdivisions and land splits.

## SUPERVISED BY:

Receives general supervision from the Assessor and Deputy Assessor.

## QUALIFICATIONS PROFILE:

- The skills and knowledge required would generally be acquired with an Associates Degree in Business and/or Accounting or a closely related field.
- Should have considerable knowledge of the principles and practices of real and personal property appraisals.
- Should have some experience of office systems and procedures, use of office equipment and some knowledge of the use of electronic data processing equipment.
- Ability to effectively deal with fellow employees and members of the public in general.
- Ability to make written and oral presentations as required.
- Considerable knowledge of the Connecticut Statutes pertaining to property Tax Assessment.

## LICENSE OR CERTIFICATE:

Must possess a valid Connecticut Motor Vehicle Operator's License. CCMA Designation is desirable.

**Note: The description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.**

# TOWN OF EAST HARTFORD

**TITLE:** Deputy Finance Director **GRADE:** 112

**DEPARTMENT:** Finance **DATE:** 12/1/2022

**POSITION DEFINITION:**

Overall the deputy finance director provides highly responsible and complex administrative support to the Finance Director and directly supports the Director in the management of the Finance, Tax and Assessor Departments. This position will assist with the Town budget, accounting and general ledger management, borrowing strategies, cash management and the overall administration of departments reporting to the Finance Director.

**ESSENTIAL JOB FUNCTIONS:**

- Works with departments to ensure compliance of budget related programs and policies
- Supports the director in ensuring the completion of accounting functions and maintenance of the Town's general ledger for all funds, including month-end closes, account and bank reconciliations, financial analysis, journal entries review, fixed assets and internal audit.
- Assist with reporting of budget to actual and forecasts. Monitors internal service funds and reviews accuracy of reports.
- Assists with annual Town audits and improvement of town policies and internal controls to ensure fiscal compliance with best practices and mitigation of risk.
- Assists in establishing the priorities of accounting, cash management, payroll, tax revenue, property assessment and revenue collection.
- Assists in the administration of Tax and Assessor departments with respect to employee management, Town policy compliance, and adherence to sound accounting practices
- Assists with the development of annual budget; interfacing with directors, Town Council and Mayor.
- Prepares financial information of bond offerings
- Coordinates the financial administration of personnel policies and collective bargaining agreements for department employees.
- Serves as a financial resource for Town departments, commissions and boards
- Provides direction and support to departments as directed by the Finance Director.
- Assists with fiscal management of grants
- Assists with actuary reporting for Town Pension and OPEB plans
- Develop strategies for improvements of modernization, efficiency and productivity.
- Ability to manage employees ensuring maximum performance.
- Other duties as required.
- Acts on behalf of the Finance Director in his or her absence and performs other duties delegated by the Director.

- May Present the position of the town during arbitration or other labor negotiations.
- Assesses risk levels associated with collective bargaining strategies.
- Recommends collective bargaining strategies, goals, or objectives.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Considerable knowledge of financial administration: accounting, budgeting, tax collection, purchasing and investing.
- Considerable knowledge of financial and accounting systems, including policies and financial reporting requirements.
- Knowledge of governmental accounting principles and procedures, including auditing, cash management and budgeting.
- Knowledge and expertise of software programs such as MUNIS, Novatime, Crystal reports.
- Intermediate to advanced Excel, including V-lookups and Pivot tables.
- Able to understand municipal operations and relation to budgetary impact.
- Considerable skills in mathematics and analysis.
- Knowledge of town, state and federal laws, policies, ordinances, rules and regulations
- Thorough knowledge of financial administration, including accounting, budgeting, purchasing and investing.
- Able to administer an accounting unit and to supervise the work of others
- Able to interpret statistical and narrative reports
- Able to communicate clear, concise, written and oral instructions
- Demonstrates a level of expertise with financial software products

**PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:**

- Works in office setting subject to continuous interruptions and background noise.
- Long periods of time sitting and a computer terminal.
- May experience stress from multiple demands of this position.

**JOB QUALIFICATIONS:**

- A bachelor's degree from a recognized college or university in business, accounting, public administration or a related field, supplemented by courses in public accounting plus five years of responsible accounting experience, including two years of supervisory experience, or an equivalent combination of education and experience. Preferred qualifications (not mandatory) include candidates with at least two years in government.
-
- Audit/CPA experience preferred.

*Note: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.*

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 11, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: REFERRAL: Real Estate Acquisition and Disposition Committee

---

The Mayor's Office received a letter from Normand Goulet Jr. Manager of Goulet Properties LLC and the owner of several businesses on Rosenthal Street with his base office located at 10 Rosenthal Street. Mr. Goulet is requesting Rosenthal Street be classified as a Town road instead of a private road.

Currently, despite Rosenthal being a private road the Town does perform plow services on this street.

Please refer the acquisition of Rosenthal Street to the Real Estate and Acquisition and Disposition Committee for consideration.

Please place on the council agenda for January 17th, 2023.

Cc: C. Martin, Chief of Staff
E. Buckheit, Development Director
R. Fitzgerald, Assit. Corp. Counsel.

UNITED
CENTERLESS GRINDING
& THREAD ROLLING

PRECISION FORM GRINDING & THREAD ROLLING SPECIALISTS
25 ROSENTHAL ST • EAST HARTFORD, CT 06108 • TEL (860)289-2987 • FAX (860)289-3142

12/28/2022

Mr. Mayor,

I am writing this letter on behalf of Normand Goulet Jr., Manager of Goulet Properties LLC, Owner of United Centerless Grinding & Thread Rolling located at 25 Rosenthal St., as well as Harry & Peter Papageorgiou, manager and member of H&E Management Associates LLC, owners of 4 properties on Rosenthal St. and based at 10 Rosenthal. We are asking that our request for Rosenthal St. to be classified as a town road, and not a private one, be brought to the town council for approval. We are asking that routine maintenance of the road be performed by the town; i.e. snow plowing, road repairs, road sewers, etc. All of the aforementioned businesses hire their own trash removal services so this will not be an additional burden to the town.

When we were told in the spring that we were classified as a private road we were a bit confused as all of our attorney's, at the time of the purchases of the property, did their due diligence with title searches on all locations and this was not discovered or mentioned during the investigative process. With respect, we urge the town council to push this motion through as soon as possible.

Thank you for your time and your service to the town of East Hartford.

Best Regards,

Normand Goulet III
President, United Centerless Grinding & Thread Rolling, Co.

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

200 400 ft

Printed on 01/11/2023 at 10:49 AM

# East Hartford MapsOnline

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 11, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: REFERRAL: Fees Committee

---

Enclosed is a draft tax modification agreement and memo from Development Director Eileen Buckheit for consideration of a permit fee reduction for a project at 1-36 Jaidee Drive also known as Easton Place.

Please place this item on the Town Council agenda for the January 17th, 2023 meeting.

C: E. Buckheit, Development Director
M. McCaw, Finance Director
M. Walsh, Mayor

TO: Mayor Mike Walsh

FROM: Eileen Buckheit, Development Director

DATE: January 11, 2023

RE: January 17th Town Council agenda item

I am respectfully requesting an item be placed on the January 17th Town Council agenda.

I am submitting a request for consideration of a permit fee reduction for a project at 1-36 Jaidee Drive a.k.a. Easton Place.

Easton Place will be undergoing a project to provide modernization and upgrades to the 50 units in the complex. Renovations will include but are not limited to, hazardous waste abatement, sidewalk and parking lot repairs and replacement, lighting, gutters, siding, roofing, windows. Interior renovations include kitchen and bathroom upgrades, energy efficiency projects, new HVAC and boilers. The project will be in excess of $3 million.

It is my recommendation, that we exercise our ability to offset the costs of the upgrades with a permit fee reduction agreement as it will greatly enhance the housing stock of the Town, the quality of life for our residents, and assist with the long term viability of the project.

Thank you and let me know if you have any questions or concerns.

# TAX MODIFICATION AGREEMENT

This Tax Modification Agreement (the "Agreement") entered into this ___ day of January 2023 (the "Effective Date"), by and between the TOWN OF EAST HARTFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address of 740 Main Street, East Hartford, CT (the "Town"), and JAIDEE DRIVE ASSOCIATION LIMITED PARTNERSHIP ("Jaidee"), a limited partnership company, with an address of c/o Millenium Real Estate Services, P.O. Box 973, Rocky Hill, CT 06067.

**W I T N E S S E T H:**

WHEREAS, Jaidee has committed to renovating the residential development known as Easton Place, 1-36 Jaidee Drive, East Hartford, Connecticut consisting of approximately fifty (50) multi-family apartment units; and

WHEREAS, pursuant to General Statutes section 32-70, as amended, the Premises are included within the boundaries of the Enterprise Zone; and

WHEREAS, the Premises and Improvements are eligible for a modification of local property taxes under the provisions of General Statutes Section 32-71(e), as amended, for a period of ten (10) years; and

WHEREAS, this Agreement between the Town and Jaidee has been found to be in the best interests of the Town; and

WHEREAS, both parties desire to enter into this Agreement; and

WHEREAS, the Town Council adopted Resolution No. _____, on _____, 2023, authorizing the Mayor to enter into this Agreement to modify the local property taxes on the Premises and the Improvements; and

NOW, THEREFORE, the Town and Jaidee do, in consideration of the undertaking of each other hereinafter set out, hereby mutually agree as follows:

## ARTICLE I - DEFINITIONS

1.1. "Premises" shall mean the property known as 1-36 Jaidee Drive Street, as more particularly described in Exhibit A attached hereto.

1.2 "Real Property Improvements" or "Improvements" shall mean the improvements and renovations as described in **Exhibit A** hereto.

## ARTICLE II – UNDERTAKING

2.1 The Town and Jaidee agree that for the October 1 Grand List year or partial Grand List year commencing on the date that Jaidee has obtained temporary certificates of occupancy for the Improvements to fifty (50) multi-family apartment units built on the Premises, the actual real estate tax due on the Premises and the Improvements will be $60,000 for the fifty (50) units that have received a temporary certificate of occupancy, inclusive of any accessory building and any amenity structures such as community rooms. Assuming satisfaction of the terms of this Agreement, the intent of this Section 2.1 is to provide Jaidee with the tax modification benefit for a full ten (10) year term.

2.2 The parties agree that in the event Jaidee does not obtain temporary certificates of occupancy for the Improvements to at least fifty (50) multi-family apartment units on the Premises prior to October 1, 2026, the Premises shall be assessed for the October 1, 2025 grand list and each October 1 grand list year thereafter in accordance with the taxation laws set forth in the Connecticut General Statutes.

2.3 Jaidee agrees to make an Investment in the Improvements of at least $3.2 Million. The term "Investment in the Improvements" shall mean all costs incurred by Jaidee in development and construction of the Premises and Improvements, including the cost of materials, labor, fixtures, and all other hard costs capitalized as part of the Improvements, excluding land cost. No later than October 1, 2025, Jaidee shall furnish the Mayor with a third-party certificate confirming Jaidee's satisfaction of the obligations contained in this Section 2.3. The Town acknowledges that any certification from a third-party architect, managing contractor, engineer or general contractor, which certifies such Investment in the Improvements will satisfy this obligation.

2.4 Unless terminated in accordance with Article III below, this Agreement shall remain effective through the 2034 October 1 Grand List year, or portion thereof after Jaidee has satisfied the requirements set forth in Section 2.1 of this Agreement.

2.5 This Agreement does not apply to any taxes levied by any district or other taxing entity. The assessment value and taxation of any personal property and any motor vehicles located on the Premises shall be determined in the normal course pursuant to state and local laws.

## ARTICLE III - PROVISIONS FOR TERMINATION AND ASSIGNMENT

3.1 The Agreement shall terminate if Jaidee fails to (i) commence construction of the renovations and improvements on the Premises within twelve (12) months after receiving a building permit for the renovations of the Premises, (ii) continue the work with diligence and continuity in an effort to substantially complete the same subject to extensions for the discovery of latent conditions, force majeure, or other reasons beyond the control of Jaidee and/or its contractor(s), (iii) obtain temporary certificates of occupancy for at least Fifty (50) renovated rate multi-family apartment units on the Premises prior to October 1, 2026, or (iv) make an Investment

in the Improvements of at least the amount as set forth herein. The Town agrees that the term shall be extended for a reasonable period of time necessary to resolve any unforeseen circumstance(s).

3.2 Jaidee shall pay all real property taxes due on the Premises and Improvements no later than the applicable due dates of the tax billing. If the Jaidee fails to make such payment, in addition to subsections 3.2(a) and (b) below, such payment shall be subject to penalty interest for late payment. In the event Jaidee fails to pay all real property taxes due on the Premises and Improvements on or before the applicable due dates of the tax billing, the following shall apply:

(a) in the event of delinquency with respect to a tax installment payment due in July, the Town may terminate this Agreement as of the October 1st immediately following such failure to pay such tax installment as due subject to the right to cure set forth in Section 3.2(b); and

(b) in the event of delinquency with respect to a tax installment payment due in January, the Town may terminate this Agreement as of the April 1st immediately following such failure to pay such tax installment as due, provided, however, that any attempted termination of this Agreement shall be initiated by a notice of intent to terminate sent to Jaidee in accordance with section 5.3 and further provided that Jaidee shall have no less than thirty (30) days from the date of the notice to cure the default.

3.3 Upon termination of this Agreement pursuant to Section 3.1 or 3.2, the Town shall be entitled to terminate this Agreement as set forth in Section 2.1 of this Agreement. In the event of such termination by the Town, the Premises and Improvements shall be assessed and taxed in the normal course pursuant to state and local laws.

3.4 (a) Except as expressly provided herein neither this Agreement nor any rights or obligations hereunder may be otherwise assigned or transferred.

## ARTICLE IV – REPRESENTATION AND WARRANTIES

4.1 The Town hereby represents and warrants to Jaidee as follows:

4.1.1 This Agreement is in material compliance with the Town Charter and with the Connecticut General Statutes, et seq.

4.1.2 The Town is a municipality duly organized and operating under the laws of the State.

4.1.3 The Town has the power to enter into this Agreement and to carry out its obligations hereunder.

4.1.4 The execution and delivery of this Agreement, the conferral of the modified real estate taxes to Jaidee for the Premises and Improvements, the performance of its other obligations contained in this Agreement, and the fulfillment of the compliance with the terms and conditions of this Agreement, by the Town are not prevented by or result in a breach of, the terms, conditions or provisions of the Town Charter, any statute, law, ordinance or regulation by which the Town is bound.

4.1.5 This Agreement has been duly authorized by the Town Council, will be a valid and binding obligation of the Town, and is enforceable in accordance with its terms against the Town.

4.1.6 The representative of the Town executing this Agreement is in good standing with the Town, and is authorized to execute and deliver this Agreement, in such capacity.

4.1.7 There is no claim or litigation, or to the best of the Town's knowledge, threat of any claim or litigation, against the Town with respect to its execution and delivery of this

Agreement or otherwise pertaining to the conferral of the modified real estate tax payments or any other matter contained in this Agreement.

4.2 Jaidee hereby represents and warrants to Town as follows:

4.2.1 Jaidee is a private for-profit enterprise qualified and licensed to transact business in the State of Connecticut.

4.2.2 Jaidee has the power to enter into this Agreement and to carry out its obligations hereunder.

4.2.3 The execution and delivery of this Agreement, the performance of the obligations of Jaidee contained in this Agreement, and the fulfillment of the compliance with the terms and conditions of this Agreement by Jaidee are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which Jaidee is bound, or any contractual restriction, financing, agreement or instrument to which Jaidee is now a party by which it is bound.

4.2.4 This Agreement has been duly authorized by Jaidee and is a valid and binding obligation of Jaidee and is enforceable in accordance with its terms against Jaidee.

4.2.5 The officer of Jaidee executing this Agreement is in good standing with Jaidee and is authorized to execute and deliver this Agreement, in such capacity.

4.2.6 There is no claim or litigation, or to the best of Jaidee's knowledge, threat of any claim or litigation, against Jaidee with respect to its execution and delivery of this Agreement, the conferral of the fixed real estate tax payments or any other matter contained in this Agreement.

4.2.7 There are no actions, suits or proceedings pending or, threatened against or affecting Jaidee or before any arbitrator or any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the ability of Jaidee to perform its obligations under this Agreement.

4.2.8 Jaidee is not in violation of any law, regulation or agreement with the Town, the State of Connecticut or the federal government.

## ARTICLE V - MISCELLANEOUS

5.1 This Agreement sets forth all (and is intended by the parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the modification of real property taxes on the Premises and the Improvements, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them with respect to said abatement of taxes other than as set forth herein.

5.2 This Agreement may not be modified or amended except by a written agreement signed by both parties.

5.3 Any consent, approval, advice or notice required or permitted to be given hereunder shall be in writing and deemed to be given (i) when hand delivered, (ii) one (1) business day after pickup by Federal Express or similar overnight express service, or (iii) via email with confirmation of delivery in either case addressed to the parties at their respective addresses referenced below:

If to the Town:

Town of East Hartford

740 Main Street
East Hartford, CT
Attention: Mayor
Email: mwalsh@easthartfordct.gov

With a copy to:

Assistant Corporation Counsel
Corporation Counsel Office
740 Main Street
East Hartford, CT 06108
Hartford, CT 06103
Phone: (860) 291-7217
Email: rpgentile@easthartfordct.gov

If to Jaidee:

Jaidee Drive Associates, L.P.
c/o Millenium Real Estate Services
P.O. Box 973
Rocky Hill, CT 06067

With a copy to:

Updike, Kelly & Spellacy, P.C.
Goodwin Square
225 Asylum Street, 20th Floor
Hartford, CT 06103
Attention: Robert M. DeCrescenzo
Email: rdecrescenzo@uks.com

or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Effective notice will be deemed given only as provided above.

5.4 Except as to Article II, a ruling by any court or administrative body that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms hereof which shall remain in full force and effect and binding on the parties hereto.

5.5 During the term of this Agreement, Jaidee will use good faith efforts to create and preserve jobs for Town residents during construction and operation of the Premises and Improvements, including the retention of Town businesses during construction and operation. Jaidee shall exercise good faith efforts to recruit and retain qualified and diverse residents of Town to fill part and full-time construction and operation positions at the Premises and Improvements; provided, however, that Jaidee is under no legal obligation to hire any resident of Town for such purposes, it being understood that Jaidee, in its sole discretion, will make the ultimate determination on whether or not a resident is qualified to fill a position or to hire such person. For purposes of this Agreement, Jaidee's good faith efforts shall include providing notice of job openings for the Premises and Improvements to the Mayor of the Town for dissemination. In furtherance of Jaidee's and the Town's mutual desire to encourage the use of local businesses at the Premises and Improvements, Jaidee agrees to locally publicize information about its procurement processes and its anticipated needs for goods and services in connection with the Premises and Improvements and will use good faith efforts to procure from local businesses at least $50,000 of goods and services per year in connection with Premises and Improvements. During the construction of the Improvements, Jaidee shall provide annual written reports to the Mayor on or before each January 1 describing its efforts over the prior year to (i) recruit qualified and diverse residents of Town to fill part and full-time positions at the Premises and Improvements, including the number of qualified residents hired by Jaidee at the Premises and Improvements for the prior year, and (ii) use local businesses at the Premises and

Improvements, including the amount of goods and services procured from local businesses during the prior year.

5.6 This Agreement shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

TOWN
**TOWN OF EAST HARTFORD**

_____

By: _____
Name: Michael P. Walsh
Title: Mayor

_____

JAIDEE
**1-36 JAIDEE DRIVE ASSOCIATES LIMITED PARTNERSHIP**

_____

By_____
Name: William Collins
Title:

_____

# EXHIBIT A

The anticipated scope of work for the renovations of Premises may include but is not limited to:

1. Hazardous material abatement and radon system installation, site work including parking lot replacement;

2. Site sidewalk repairs and new site lighting;

3. Building envelope work including new gutters, siding repairs, brick repairs, new roofing, window repairs, exterior doors and door hardware, and possibly additional attic insulation;

4. New kitchens at all 50 apartment units. Kitchen work will likely include new cabinets, countertops, sinks, low-flow faucets, and energy star appliances;

5. New bathrooms at all 50 apartment units control valves, low-flow shower heads, vanities, low-flow faucets, high-efficiency toilets, and bathrooms accessories such as towel bars, etc;

6. New flooring and fresh paint throughout the interior spaces;

7. LED apartment lighting; and

8. New Boilers and HVAC equipment.

FY 2023-24 Revised Budget Workshop Calendar
COMMUNITY CULTURAL CENTER

**Monday, February 27, 2023**

6:30 p.m.

**Mayor's Summary of Budget**

Town Treasurer
Town Council
Town Clerk
Registrars of Voters
Selectmen
Probate Court
Corporation Counsel

**Public Works**
Administration
Engineering
Highway Services
Flood Protection
Waste Services
Fleet Services
Building Maintenance
Metropolitan District Commission
Park Maintenance
Public Works Capital Improvements

**Wednesday, March 1, 2023**

6:30 p.m.

**Board of Education**
Superintendent of Schools

**Police Department**
Police Administration
Operations
Criminal Investigation
Police Capital Improvements

**Public Safety Complex**
Public Safety Communications

**Fire Department**
Administration
Suppression
Fire Training
Fire Marshal
Apparatus Maintenance
Alarm Maintenance

Emergency Medical Service
Emergency Management
Fire Capital Improvements

**Saturday, March 4, 2023**

8:30 am

**Boards and Commissions**

Beautification Commission
Inland/ Wetlands/Environment Commission
Personnel Board of Appeals
Commission on Culture & Fine Arts
Building Commission
Pension & Retiree Benefit Board
The Hockanum River Commission Commission
Veterans Commission
Board of Assessment Appeals
Historic District Commission
Zoning Board of Appeals Public
Board of Ethics
Commission on Aging
Services for Persons w/Disabilities

**Development**

Administration
Redevelopment Agency
Economic Development Commission
Planning & Zoning Commission
Grants Administration
Inspections and Permits
East Hartford Works!

**Lunch Break** 12:30 p.m.

**Executive**

Office of the Mayor
Human Resources
Public Library
Information Technology

**Monday, March 6, 2023**

6:30 p.m.

**Health and Social Services**

Administration
Community Health & Nursing Services
Environmental Control
Social Services

**Parks and Recreation**

Administration
Other Facilities
Senior Services
Park Special Program
Parks & Recreation Capital Improvements
Services for Seniors

Youth Services

**Finance**
Administration
Accounts and Control
Purchasing
Assessor
Revenue and Collections
Employee Benefits
Risk Management
Debt Services
Contingency
Capital Improvements
Revenues

**Five Year Capital Improvement Plan**
Summary
Project Narratives
Finance
Public Library
Other Departments

# TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10th, 2023

TO: Richard F. Kehoe, Chair

FROM: Mayor Michael P. Walsh

RE: APPOINTMENTS/ REAPPOINTMENTS: Boards and Commissions

---

The following name was submitted by the Republican Town Committee Chair to serve as a full member on the following commission:

Appointments

**Zoning Board of Appeals**

- D – Erwin Hurst – 118 Oxford Drive – term to expire 12/23
- D – Daron Ross – 2 Outlook Street – term to expire 12/23

**Beautification Commission**

- D – Time Larson – 33 Gorman Place – term to expire 12/24

Re-Appointments

**Commission on Aging**

- R – Anita Morrison – 34 Jonathan Lane – term to expire 12/24

**Economic Development Commission**

- R – Anita Morrison – 34 Jonathan Lane – term to expire 12/24

Please place these nominations on the Town Council agenda for the January 17th, 2023 meeting.

C: Michael Walsh, Mayor
C: R. Pasek, Town Clerk

January 11th, 2022

The Honorable Richard Kehoe, Town Council Chairman
Town of East Hartford
740 Main Street
East Hartford, CT 06108

***Re: Appointment to the Metropolitan District Commission***

Dear Chairman Kehoe:

The District Chairs and Vice Chairs of the East Hartford Democratic Town Committee B/Cs subcommittee met virtually, to interview candidates and consider recommendations for Boards and Commissions.

**Zoning Board of Appeals**

- D – Erwin Hurst – 118 Oxford Drive – term to expire 12/23
- D – Daron Ross – 2 Outlook Street – term to expire 12/23

**Beautification Commission**

- D – Time Larson – 33 Gorman Place – term to expire 12/24

In accordance with our guidelines, candidates were interviewed, and a vote was held. The result of the vote was to forward the attached application to your attention with a recommendation for approval.

Please contact me if you have questions or need additional information.

Respectfully,

Moriah H. Moriarty
Chairman

Cc: Mayor Michael Walsh

**Town of East Hartford**
**Boards and Commissions**
**Application**

**Date:** 12/20/2022

**Name:** Tim Larson
Your name exactly as it appears on the E. Htfd. Voter Registration List

**Address:** 33 Gorman Place **Apt.#** **Zip:** 06108

**Home Phone:** (203)-859-0076 **Email:** Tdlarson8@gmail.com

**Cell Phone:** _____ **Years as an E.Hartford Resident:** _____

**Occupation:** _____ **Employer:** State of Connecticut
Employer/Work Address

**Formal Education/Certifications:** _____

**Party Affiliation:** **Unaffiliated** ☐ **Democrat** ☑ **Republican** ☐ **Minority Party** _____
As it appears on the E. Htfd. Voter Registration List

**Name of board or commission you wish to serve on:** Beautification Commission

**Interest statement:**
Your reason for being interested in serving our Town in this capacity
Would like to join the beautification commission to find ways to beautify the Town and its many natural areas.

**List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:**
Former Mayor, State Senator, District 2 Chair. Long time DTC member.

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

☑ understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and i understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.

☑ understand that I may be required to complete training and/or continuing education.

☑ understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

Signature _____ Date 12/20/2022

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|---|---|---|---|
| **Please return completed and signed form to:** | BCpost@easthartfordct.gov | **or mail to:** | Town of East Hartford<br>Office of the Mayor<br>740 Main Street<br>East Hartford CT 06108 |

*For internal use only:*

Mandates Qualifications

**Town of East Hartford**
**Boards and Commissions**
**Application**

C

**Date:** 12/19/2022

**Name:** Daron Ross
Your name exactly as it appears on the E. Htfd. Voter Registration List

**Address:** 2 outlook st East Hartford CT **Apt.#** **Zip:** 06108

**Home Phone:**

**Email:** Daron Ross 74@gmail.com

**Cell Phone:** 860 569 9169

**Years as an E.Hartford Resident:** 20

**Occupation:** Carpenter

**Employer:** Carpenters Union 500 main st Yalesville CT
Employer/Work Address

**Formal Education/Certifications:** High school Diploma

**Party Affiliation:** **Unaffiliated** ✓**Democrat** **Republican** **Minority Party**
As it appears on the E. Htfd. Voter Registration List

**Name of board or commission you wish to serve on:** Zoning board of appeals

**Interest statement:**
Your reason for being interested in serving our Town in this capacity
I want to help make a difference in the town of East Hartford and believe I can help out.

**List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:**

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

✓ I understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and i understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.

✓ I understand that I may be required to complete training and/or continuing education.

✓ I understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

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Signature [signature] Date 12/19/2022

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Mandatory Qualifications:

Resident_____ T/O_____ C/R_____ T/C_____

**Town of East Hartford**
**Boards and Commissions**
**Application**

**Date:** 12/15/2022

**Name:** Erwin T. Hurst
Your name exactly as it appears on the E. Htfd. Voter Registration List

**Address:** 118 Oxford Drive **Apt.#** **Zip:** 06118

**Home Phone:** _____ **Email:** ethurst@gmail.com

**Cell Phone:** 1 (860) 997-4449 **Years as an E.Hartford Resident:** 12

**Occupation:** Publisher **Employer:** KeiterBennett Publishers LLC
Employer/Work Address

**Formal Education/Certifications:** MBA

**Party Affiliation:** **Unaffiliated** ☐ **Democrat** ☑ **Republican** ☐ **Minority Party** _____
As it appears on the E. Htfd. Voter Registration List

**Name of board or commission you wish to serve on:** Alternate for Zoning Board of Appeals

**Interest statement:**
Your reason for being interested in serving our Town in this capacity

I believe serving on the board as an alternate will afford me the opportunity to learn how the Zoning Board of Appeals affects residents and businesses in the town of East Hartford.

**List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:**

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

☑ I understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and I understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.

☑ I understand that I may be required to complete training and/or continuing education.

☑ I understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

Signature Erwin T. Hurst Date 12/15/2022

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|---|---|---|---|
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Mandatory Qualifications:

East Hartford Republican Town Committee
East Hartford, CT 06108

January 10, 2023

Mayor Michael P. Walsh
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Dear Mayor Walsh:

The East Hartford Republican Town Committee met on Monday, January 9, 2023 and nominated Anita M. Morrison for the reappointment to the Economic Development Commission and the reappointment to the Commission on Aging. We would appreciate it if you would move these nominations forward to the Town Council for appointment.

Thank you for your assistance.

Sincerely,

Mary J. Mourey, Vice Chair
attachments (2)

RECEIVED

JAN 10 2023

TOWN OF EAST HARTFORD
OFFICE OF THE MAYOR

**Town of East Hartford**
**Boards and Commissions**
**Reappointment Expression of Interest Form**

**Board or Commission Name:** Ec. Dev. Comm. **Date:** _____

**Name:** Anita M Morrison
Your name exactly as it appears on the E. Htfd. Voter Registration List

**Address:** 34 Jonathan Ln **Apt.#** _____ **Zip:** 06118

**Home Phone:** _____ **Email:** anita.morrison@comcast.net

**Cell Phone:** 860 995 8651 **Years as an E.Hartford Resident:** 63

**Please answer the following:**

**How long have you served on this Board or Commission?** 2+ yrs

**Why do you wish to be considered for reappointment by the Mayor and Council?**

I enjoy it.

**What other information should be considered for your reappointment? (Examples: Ways in which you have personally contributed to the work of the Board or Commission; leadership roles you have held on behalf of the work of the group such as chair, head of a committee or task force etc.)**

Having served as a commercial + residential property manager, my skills have benefited my position on the Economic Dev. Comm.

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

AM I understand the commitment required for this reappointment and that members who have been absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.

AM I understand that I may be required to complete training and/or continuing education.

AM I understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

Anita M Morrison — Signature

1/9/23 — Date

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| **Please return completed and signed form to:** | BCpost @easthartfordct.gov | **or mail to:** | Town of East Hartford<br>Office of the Mayor<br>740 Main Street<br>East Hartford CT 06108 |

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| Attendance Record:<br>#of Meetings_____ Absences_____ %_____ | Mandatory Qualifications:<br>Resident_____ T/O_____ C/R_____ T/C_____ |

Forwarded to Council: _____

**Town of East Hartford**
**Boards and Commissions**
**Reappointment Expression of Interest Form**

**Board or Commission Name:** Commission on Aging **Date:** 1/3/2023

**Name:** Anita M Morrison
Your name exactly as it appears on the E. Htfd. Voter Registration List

**Address:** 34 Jonathan Ln **Apt.#** _____ **Zip:** 06118

**Home Phone:** _____ **Email:** anita.morrison@comcast.net

**Cell Phone:** 860 9958651 **Years as an E.Hartford Resident:** 62 years

**Please answer the following:**

**How long have you served on this Board or Commission?** 3 years

**Why do you wish to be considered for reappointment by the Mayor and Council?**
To be of service for the elderly + town

**What other information should be considered for your reappointment? (Examples: Ways in which you have personally contributed to the work of the Board or Commission; leadership roles you have held on behalf of the work of the group such as chair, head of a committee or task force etc.)**

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

AM I understand the commitment required for this reappointment and that members who have been absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.

AM I understand that I may be required to complete training and/or continuing education.

AM I understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

Anita M Morrison 1/3/2023

Signature Date

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|---|---|---|---|
| **Please return completed and signed form to:** | BCpost @easthartfordct.gov | **or mail to:** | Town of East Hartford<br>Office of the Mayor<br>740 Main Street<br>East Hartford CT 06108 |

*For internal use only:*

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|---|---|
| Attendance Record:<br>#of Meetings_____ Absences_____ %_____ | Mandatory Qualifications:<br>Resident_____ T/O_____ C/R_____ T/C_____ |

Forwarded to Council: _____