

*Robert J. Paek*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
JULY 16, 2019

2019 JUL 12 A 8:37

TOWN CLERK  
EAST HARTFORD

**6:45 P.M. Executive Session**

=====

**Announcement of Exit Locations (C.G.S. § 29-381)**

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
  - A. Beautification Commission – June 2019 Awards
    - The Rodriguez Family, 104 Hills Street
    - The Nagle Family, 108 Britt Road
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. June 18, 2019 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Tentative Agreement: Teamsters' Local 671 – Telecommunicators
    1. Approval of Agreement
    2. Contingency Transfer
  - B. East Hartford Educational Administrative and Supervisory Unit Agreement
  - C. Brewer Street Reconstruction Project
  - D. Hartford Foundation for Public Giving: 2019 Civic Engagement Grant
  - E. U. S. Attorney's Office: Project Safe Neighborhoods Grant
  - F. State Department of Education: Youth Service Bureau Grant
  - G. Outdoor Amusement Permit:
    1. Summerfield Summer Bash
    2. Believe 208 Run for the Finest and Bravest
      - a. Approval of Application
      - b. Waiver of Permit Fee
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. Pending Property Damage Claim of The Connecticut Light & Power Company, D.B.A. Eversource Energy
  - B. Pending Property Damage Claim of Tyler Devaux
  
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
  
12. ADJOURNMENT (next meeting: August 6<sup>th</sup>)

June Awards

The Rodriguez Family

104 Hills Street

The Nagle Family

108 Britt Road

Thank You,

Pat

*Robert J. Paik*

EAST HARTFORD TOWN COUNCIL

2019 JUN 24 A 11: 19

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

JUNE 18, 2019

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc Weinberg and Patricia Harmon

ABSENT Councillors Joseph R. Carlson, Shelby J. Brown and Caroline Torres

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:37p.m. 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.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, (1) commented on the number of Democratic Councillors who are not seeking reelection in November; (2) the supplemental budget transfer of approximately \$2M to balance the FY19 budget; and (3) asked that the town post the employee salaries and pensions being paid to reflect the step increases and salary increases.

Mayor Leclerc: (1) the EHPD received their CALEA certification on June 5<sup>th</sup>; (2) Ice Cream with a Cop will be Wednesday, June 19<sup>th</sup> from Noon to 2PM at the Dairy Queen on Main Street; (3) there are several events sponsored by the Library, including Caribbean Heritage month, Stem Camp for Children, and much more for all age groups.; (4) Tuesday August 6<sup>th</sup> from 5PM to 8PM is National Night Out which will be held on the front lawn of the Public Safety Complex; (5) the renovations to the Wickham Library and the new Senior Center are underway with final plans being reviewed; (6) the CRDA has written the RFP for the demolition of the Showcase Cinemas; (7) State Representative Jeff Currey asked that the town fly the LGBTQ flag in the front of Town Hall; (8) Mayor Leclerc stated that if any East Hartford resident has a suggestion or idea for something, she urged them to step forward; and (9) MDC bills the East Hartford Fire Department \$110,000 annually for the town's fire hydrants; the bill received this year for the hydrants was \$135,000.

APPROVAL OF MINUTES

June 4, 2019 Executive Session

MOTION By Ram Aberasturia  
seconded by Linda Russo

to **approve** the minutes of the June 4, 2019 Executive Session.  
Motion carried 6/0.

June 4, 2019 Regular Meeting

MOTION By Ram Aberasturia  
seconded by Pat Harmon  
to **approve** the minutes of the June 4, 2019 Regular Meeting.  
Motion carried 6/0.

COMMUNICATIONS AND PETITIONS

Resignation of Susan Skowronek from the Planning and Zoning Commission

The Chair announced the resignation of Susan Skowronek from the town's Planning & Zoning Commission where she was designated as an Alternate. He thanked her for her service to the town.

MOTION By Ram Aberasturia  
seconded by Linda Russo  
to take item 8.G. 1&2 under New Business, entitled "Island Time in East Hartford" and "RiMaConn Relay" out of order to accommodate those present.  
Motion carried 6/0.

NEW BUSINESS

Island Time in East Hartford

MOTION By Linda Russo  
seconded by Pat Harmon  
to **approve** the outdoor amusement permit application entitled "Island Time in East Hartford" as submitted by Sarah Kline Morgan, Library Director of the East Hartford Public Library, to conduct an event that will feature dance and music in honor of Caribbean Heritage month on Saturday, June 29<sup>th</sup> at the East Hartford Public Library located at 840 Main St, from 1PM to 4:30PM; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.  
Motion carried 6/0.

RiMaConn Relay

MOTION By Marc Weinberg  
seconded by Linda Russo

to **approve** the outdoor amusement permit application entitled "RiMaConn Relay" as submitted by Charlie Scanlon, Operations Manager for the Hartford Marathon Foundation, to conduct a team relay event to complete a 95 mile trek from Lincoln, Rhode Island to Hartford, Connecticut on Saturday, August 24<sup>th</sup> from 5:30pm to 9:30pm; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.  
 Motion carried 6/0.

*At this point, the Council returned to the order of the agenda.*

NEW BUSINESS (Cont'd)

End of Fiscal Year 2018-2019:

Preliminary Year-end Financial Results

Michael Walsh, Finance Director, provided the Council with a brief summary of the unexpected expenditures and the impact to the end of FY2019. Additionally, he reviewed memos that explained the costs related to the Public Safety Complex Camera and Access Control and the PBX phone system. Director Walsh also reviewed the increases in the supplemental budget appropriation in the following departments/areas: Public Works, Fire, Severance (retirements) and Assessor's. On the revenue side of the budget, Director Walsh indicated that he expects a net favorable revenue adjustment of \$1.8M.

Interdepartmental Budget Transfers

MOTION By Ram Aberasturia  
 seconded by Linda Russo  
 to **approve** the interdepartmental transfers for fiscal year 2018-2019 consistent with the transfers listed in a memorandum from Finance Director Michael Walsh to Mayor Marcia Leclerc dated June 7, 2019 totaling \$361,000 in transfers within the General Fund as follows:

The Town of East Hartford  
 For the Fiscal Year Ending June 30, 2019  
 Year-End Budget Transfers

7-Jun-19

General Fund To Account Number	Name	Amount
G1200-62360	Town Clerk - Election Day Expenses	12,000
G2300-60110	HR - Permanent Services	11,000
G3800-63499	Employee Benefits - Severance	310,000
G9300-63138	Health - Environmental Control - Contractual	17,000
G9600-63492	Contingency - Reserve	11,000
	TOTAL	<u>361,000</u>

General Fund From Account Number	Name	Amount
G5203-60110	Police - Permanent Services	300,000
G8100-60110	Parks and Rec. - Permanent Services	61,000
	TOTAL	<u>361,000</u>

The funds being transferred are certified as available and unobligated.

Motion carried 6/0.

Supplemental Budget Appropriation and Fund Balance Transfer

MOTION By Ram Aberasturia  
seconded by Marc Weinberg  
to **adopt** the following resolution:

**RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION AND FUND BALANCE TRANSFER TO FUND A YEAR-END DEFICIT IN THE GENERAL FUND FOR FISCAL YEAR ENDING JUNE 30, 2019**

**WHEREAS**, the Town of East Hartford has experienced higher than budgeted costs in the Information Technology line for unplanned software and infrastructure needs, in the Assessor's Department for legal costs to defend the Pratt revaluation lawsuit, in the Fire Department Overtime, Holiday, and Permanent Services accounts as a result of vacancies, minimum staffing provisions in the collectively bargained labor agreement, and pending retirements, and in a variety of Public Works accounts for tank removal, overtime, utility costs, rising vehicle maintenance, higher refuse disposal fees due to a MIRA mid-year turbine breakdown, as well as funding for unbudgeted capital projects at the Community Cultural Center and Second North School, and

**WHEREAS**, these expenses have been or will be paid from the Town's General Fund by June 30, 2019, and

**WHEREAS**, as a result of the aforementioned, it is necessary for the Town of East Hartford to set aside additional budget contributions to fund a projected General Fund deficit in fiscal year 2018-19.

**NOW THEREFORE BE IT RESOLVED**, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds in the amount of \$2,200,000 from the Town's Undesignated Fund Balance for the purpose of funding a fiscal year 2018-19 deficit as listed below and does hereby amend the current 2018-19 fiscal year Operating Budget to reflect the attached Supplemental Revenue Appropriation and Expenditure Appropriation.

G0320-55900	Fund Balance Appropriation	2,200,000
G3300-64500	IT – Capital Equipment	200,000
G3600-63138	Assessor – Contract Services	100,000
G3800-63499	Employee Benefits – Severance	50,000
G5317-60141	Fire Suppression – Overtime	775,000
G7200-63175	Public Works – Engineering - Prof. Services	100,000
G7300-60141	Public Works – Highway Overtime	210,000
G7400-63410	Public Works – Waste – Tipping Fees	50,000
G7700-60110	Public Works – Fleet – Permanent Services	366,000
G7800-65252	Public Works – Buildings – Electricity	75,000
G7800-65254	Public Works – Buildings – Water	40,000
G7807-63489	Public Works – Second North School Roof	76,000
G7807-69273	Public Works – EHCCC – HVAC	158,000

Funds certified as unobligated and available.

On call of the vote, motion carried 6/0.

Board of Education Capital Reserve Fund Transfer FY2018-2019

MOTION By Linda Russo  
seconded by Ram Aberasturia  
that in accordance with Article 7 §10-38 of the Town of East Hartford Code of Ordinances, the Town Council **approve** the Board of Educations' request to expend \$906,914 or such lesser amounts as deposited based on the proceeds as forwarded by the Board of Education from the Board of Education's Capital Reserve Account for the purposes of funding capital improvements and other general improvement projects which are all consistent with the projects contained in the district's approved Capital Improvement Plan.  
Motion carried 6/0.

Approval of Sale of Individual Tax Liens

MOTION By Marc Weinberg  
seconded by Linda Russo  
to **approve** the sale of tax liens as listed on the report attached to a memorandum dated June 11, 2019 from Finance Director Michael Walsh to Mayor Marcia Leclerc which lists and enumerates 42 properties, along with the amount of the tax lien for each property and the high bid for each property, resulting from the request for proposal relevant to the tax lien sale and to **award** the high bid for the 42 properties which collectively totals \$620,876.46 as follows:

➤ FIG Capital Investments – 37 bids totaling	\$539,135.10
➤ RTLF-CT, LLC – 3 bids totaling	\$ 50,486.05
➤ 60 Wooster, LLC – 1 bid totaling	\$ 50,000.00
➤ M. Cruickshank Co, LLC – 1 bid totaling	\$ 25,467.94

Motion carried 6/0.

Referral to Real Estate Acquisition & Disposition Committee re: 78 North Meadow Lane

MOTION By Linda Russo  
seconded by Ram Aberasturia  
to **refer** to the Real Estate Acquisition & Disposition Committee the possible acquisition of 78 North Meadow Lane with instructions to discuss the issue and report back to the Town Council with its recommendations, if any.  
Motion carried 6/0.

Appointments to Various Boards and Commissions

MOTION By Marc Weinberg  
seconded by Linda Russo  
to **approve** the following appointments:



- Veterans Commission:  
Tia Woods, 4 Simmons Road term to expire December 2019
- Commission on Services for Persons with Disabilities:  
Veronica Rosario, 210 Plain Drive term to expire December 2019

Motion carried 6/0.

Refund of Taxes

MOTION By Marc Weinberg  
seconded by Pat Harmon  
to **refund** taxes in the amount of \$ 14,566.09  
pursuant to Section 12-129 of the Connecticut General Statutes.  
Motion carried 6/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2017-03-0050233	ACAR LEASING LTD	2016/1G11B5SA1GF125865	-253.93
2017-01-0016070	CORELOGIC TAX SERVICES CENTRALIZED REFUNDS	478 BURNSIDE AVE	-11,874.50
2017-03-0067005	HONDA LEASE TRUST	2016/19UDE2F3XGA015532	-239.44
2017-03-0068900	JULMISSE PIERRE A	2006/3VWRG71K96M752133	-20.83
2017-04-0085956	NISSAN INFINITI LT	2015/1N4AL3AP2FN900537	-34.78
2019-99-001449	SYKES COLLETTE	PARKING TICKET	-45.00
2017-03-0088531	VW CREDIT LEASING LTD	2015/1VWAT7A32FC010238	-291.24
2017-01-0005143	WELLS FARGO MORTGAGE	33 MELTON DR	-1,796.37
	<b>TOTAL</b>		<b>-\$14,556.09</b>

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

Esther Clarke informed the Council that she recently received an invoice from MDC in the amount of \$2.50, which is a new fee that will be billed monthly for the inspection of her back flow pump at her home once every five years.

ADJOURNMENT


MOTION      By Esther Clarke  
                  seconded by Linda Russo  
                  to **adjourn** (9:24 p.m.).  
                  Motion carried 6/0.

The Chair announced that the next meeting of the Town Council would be July 16<sup>th</sup>.

Attest Angela M. Attenello  
                  Angela M. Attenello  
                  TOWN COUNCIL CLERK



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 8, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: TENTATIVE AGREEMENT BETWEEN THE TOWN OF EAST HARTFORD AND THE  
TEAMSTERS LOCAL #671 UNION

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On June 13, 2019 the Town of East Hartford and the Teamsters Local #671 Union (hereinafter "Teamsters Union") entered into a tentative agreement for a successor collective bargaining agreement effective July 1, 2019 through June 30, 2022. The tentative agreement was ratified by the bargaining unit members on July 03, 2019.

The duration of the agreement is for three years. Below are the highlights of all the items that were negotiated:

### Highlights:

#### **Article 2 – Union Security**

Modifications to dues deduction language to conform with the United States Supreme Court decision *Janus v. AFSCME Council #31*, 585 US \_\_\_ (2018).

#### **Article 4 – Hours of Work and Overtime**

Modification of maximum compensatory time accrual from ten (10) days / eighty (80) hours to twelve (12) days / ninety-six (96) hours.

#### **Article 8 – Wages and Benefits**

Retroactive to 7/1/19	2.0%
Effective 7/1/20	2.0%
Effective 7/1/21	1.25%

#### **Article 9 – Insurance and Pension**

Increase in retiree life insurance from \$3,000 to \$5,000.

Employees hired on and/or after July 1, 2020, will be required to contribute 1% of base pay towards the OPEB Trust. The impetuses for the tentative agreement centered on maintaining the wage increases and working conditions for the nineteen (19) positions in the Teamsters Union within the parameters established in the Town's Proforma for Labor Contract Negotiations. The nineteen (19) positions are in the Telecommunication Operator Job Classification and work in the Public Safety Communications Division of the Police Department. Currently, three (3) of the nineteen (19) positions are vacant and in the process of being refilled by the department.

Attached to this memorandum is a memorandum from Mike Walsh, Director of Finance, with the financial analysis of the three-year Teamsters Union tentative agreement. Also, attached for your review

is a clean copy of the tentative Teamsters Union Successor Contract; and a copy of the tentative agreement highlighting all old language and negotiated changes accordingly.

Since this matter involves a need to fund the successor agreement, the Town's Finance and Human Resources Directors will be present at the Council meeting scheduled for Tuesday, July 16, 2019 should there be any questions or concerns or a need to go into executive session.

The attached tentative agreement is being submitted to you within fourteen days from the date the union members ratified the agreement. In accordance to Section 7-474 of the General Statutes of the State of Connecticut " Such request shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body."

I respectfully request that this item be submitted to the Council at the July 16<sup>th</sup>, 2019 Council meeting and recommend that the Council approve the tentative contract agreement at the July 16<sup>th</sup>, 2019 Council meeting for the reasons noted above.

C: Michael P. Walsh, Finance Director  
Scott M. Sansom, Chief of Police  
Santiago Malave, Human Resources Director


# OFFICE OF HUMAN RESOURCES

DATE: JULY 03, 2019

TO: MAYOR MARCIA A. LECLERC

FROM: SANTIAGO MALAVE, HUMAN RESOURCES DIRECTOR

RE: TENTATIVE AGREEMENT BETWEEN THE TOWN OF EAST  
HARTFORD AND THE TEAMSTERS LOCAL #671 UNION



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The duration of the agreement is for three years. Below are the highlights of all the items that were negotiated:

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### Article 4 – Hours of Work and Overtime

Modification of maximum compensatory time accrual from ten (10) days / eighty (80) hours to twelve (12) days / ninety-six (96) hours.

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**Article 9 – Insurance and Pension**

Increase in retiree life insurance from \$3,000 to \$5,000.

Employees hired on and/or after July 1, 2020, will be required to contribute 1% of base pay towards the OPEB Trust.

I respectfully request that this item be submitted to the Council for the July 16, 2019 Council meeting and recommend that the Council approve the tentative contract agreement at the July 16, 2019 Council meeting for the reasons noted above.

Attached to this memorandum for your use is a suggested transmittal memorandum to Council Chairman Richard F. Kehoe.

Cc: Michael P. Walsh, Finance Director  
Scott M. Sansom, Chief of Police  
Santiago Malave, Human Resources Director

**TENTATIVE AGREEMENT**  
**OF THE PARTIES FOR A**  
**WORKING AGREEMENT**  
**BETWEEN**  
**THE TOWN OF EAST HARTFORD**  
**AND**  
**TEAMSTERS LOCAL #671**  
**(Telecommunicators)**

**JUNE 13, 2019**

~~JULY 1, 2016 – JUNE 30, 2019~~  
**JULY 1, 2019 – JUNE 30, 2022**

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**WORKING AGREEMENT**  
**Between**  
**THE TOWN OF EAST HARTFORD**  
**And**  
**TEAMSTERS LOCAL #671**

This agreement is entered into by and between the Town of East Hartford, hereinafter referred to as the "Town" and the Teamsters Local #559 #671, hereinafter referred to as the "Union."

**ARTICLE I - RECOGNITION**

- 1.0 The Town recognizes the Teamsters Local #559 #671, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, other conditions of employment and all other benefits derived through contractual negotiations for all Telecommunications Operator, Public Safety, (hereinafter referred to as employees) excluding: supervisors, professionals, uniformed and investigatory employees of the Police and Fire Departments, and excluding all others excluded by the Municipal Employee Relations Act (MERA).

**ARTICLE II - UNION SECURITY**

- 2.0 The Town agrees to deduct ~~weekly~~ **monthly** Union dues on a **weekly basis upon receiving a union authorization form (appendix A)** or agency fees in whatever sum is established by the Union as the regular monthly dues ~~uniformly required by the local union's by-laws~~ as a condition of retaining membership therein upon the receipt of an assignment. If, for any reason, a deduction was not made on the payday in which Union dues are to be deducted, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him or her to bring the membership dues up-to-date. ~~The sum which represents such weekly Union dues or agency fee 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 until thirty (30) days written notice of such change has been received by the Town from the duly authorized Financial Officer of the Union. The form of the assignment for giving effect to this Article~~ **The Union provided authorization form** is attached hereto as Appendix A and made a part of this Agreement.
- 2.1 ~~Deductions provided in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than three (3) days following the last pay period in the month in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union a record of the employees from whose earnings deductions have been made.~~

**The referenced amounts so deducted provided in 2.0 shall be remitted/mailed to the Union on or before the 7<sup>th</sup> calendar day of the month following the month for which the deductions were made.**



- 2.2 The Town's obligation to make such deduction shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement.

Employees may elect to opt out of union member status upon a written and notarized letter, submitted to the Town's Human Resources Director, stating their intentions to opt out of member and revoke pay roll deduction.

- 2.3 ~~As a condition of employment (i) all present employees who are members of the Union upon the effective date of this Agreement shall remain members for the duration of this Agreement and (ii) all employees who are not members shall within thirty-one (31) days after the effective date of this Agreement become members of the Union and remain members for the duration of this Agreement, or pay to the Union an agency fee, in an amount equal to the amount uniformly required of its members.~~

~~All employees hired thereafter, as a condition of employment, shall become members of the Union on or before their thirty first (31st) day of employment, and remain members for the duration of this Agreement, or pay to the Union an agency fee, in an amount equal to the amount uniformly required of its members.~~

During the term of this Agreement, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

The Union steward will be provided up to 20 minutes on the clock, provided the orientation/training occurs during his/her normal working schedule. Attendance by the steward shall not cause a disruption of operations and the town shall not claim such disruption in a constructive manner to deny the steward the ability to attend such meeting.

- 2.4 The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that during the term of this Agreement, it will not authorize any strike.
- 2.5 At least one (1) bulletin board shall be reserved at an accessible place for the exclusive use of the Union for posting of official Union notices or announcements within the Police Communications Room.
- 2.6 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 the dues check-off provisions 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 earnings of such employee or employees.

- 2.7 The Town will provide each member of the Union with a copy of this Agreement within thirty (30) days after the signing of this Agreement. A copy of the Personnel Rules and Regulations and Merit System will be made available to each employee upon request with no charge.

### **ARTICLE III - SENIORITY/LAYOFF/VACANCIES**

- 3.0 The Town shall prepare a list of full-time telecommunicators showing their length of service with the Town and deliver same to the Union on or before December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list.
- 3.1 a. Seniority shall commence upon the date that the employee begins employment as a Public Safety Telecommunicator in the bargaining unit. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave, or authorized leaves or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence or layoff, but previously accrued seniority rights will not be lost by the employee because of such leave or layoff. When more than one employee is appointed on the same date, seniority shall be determined by their relative positions on the eligibility list, or alphabetically by last name (as of employment date) in the absence of a current eligibility list.
- b. New telecommunicators shall serve a probationary period of six (6) months after completing the training period but no less than one (1) year, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. The Town may extend such probationary period for up to a maximum of six (6) additional months. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedures. All employees who have completed their probationary period shall be full-time employees and shall acquire seniority as of date of their employment. Probationary employees may be evaluated once each month by their department head or their designee.
- c. Employees who are promoted shall serve a trial period of three (3) months, which may be extended by an additional three (3) months by the Chief. Management shall return an employee to the former pay grade or position if the employee fails to successfully complete the trial period. Employees may be evaluated once each month during trial period. Reduction in grade shall be only for just cause.
- 3.4 When a new position or assignment is created within the bargaining unit, the employee with the highest bargaining unit seniority shall be given first opportunity to fill the position, provided he or she has qualified and has demonstrated the capacity to perform the duties of the position or assignment. If he or she refuses, it shall go to the next senior person who has qualified.
- 3.5 The person appointed to the vacancy or new position and a Union Steward shall be notified, in writing, of the appointment. Notification shall be made not later than forty-

five (45) calendar days after the initial posting.

- 3.6 If no employees in the bargaining unit are qualified, the position may be filled through recruitment of applicants from outside the bargaining unit.
- 3.7 Layoffs are permitted when an appointing authority, with the approval of the Mayor, deems it necessary by reason of lack of work or funds, the abolition of the position, material change in the duties or organization which are outside the employee's control and which do not reflect discredit of the service of the employee. Positions in this bargaining unit may be abolished upon recommendation of the Mayor and approval of the Town Council.
- 3.8 a. In the event of a layoff, the employee shall be given at least two (2) weeks' notice in writing, and the layoffs shall take effect as follows:
1. Temporary and Seasonal Employees
  2. Part-Time Employees
  3. Probationary Employees

In the event of further layoffs, they shall occur in reverse seniority within the bargaining unit. (Example: The least senior person in his/her classification within the bargaining unit shall be laid off first etc.)

- b. Employees who are laid off shall have recall rights for a period of twenty-four (24) months from the date of layoff and only to the classification from which the employee was laid off. The last employee in the classification laid off shall be the first employee recalled to that classification. Employees shall have two (2) weeks from the date the Town sends a notice of recall by certified mail to the employee at their last known address to return to the job, unless there are extenuating circumstances.
- c. During the period of layoff the employee shall have the right to receive any insurance benefits listed under Article IX of this labor agreement, subject to the provisions of COBRA, as amended.
- 3.9 Laid off employees with the most seniority, in the reverse order provided in Section 3.9 of this Article, shall be rehired first and no new employee, full or part-time, shall be hired until all laid off employees have been given an opportunity to return to work.
- 3.10 An employee shall lose his seniority rights under any of the following circumstances:
- a. Resignation.
  - b. Discharge for just cause.
  - c. Failure to report to work within two (2) weeks after due notice by the Town to the employee's last known address to return to work after layoff, provided the employee makes known his desire, in writing, to return within five (5) days.

- 3.11 For all purposes, except layoff, the seniority rights of the Stewards shall be exactly the same as the seniority rights of all other employees. In the event of a layoff, the Stewards will have super seniority during their term of office.

#### **ARTICLE IV - HOURS OF WORK AND OVERTIME**

- 4.0 a. Telecommunicators shall work a schedule of five (5) consecutive days on duty followed by two (2) consecutive days off duty, with the exception of agreed shift changes.
- b. The work day shall be eight (8) hours, with one-half (½) hour paid meal break. The meal break may be combined with one fifteen (15) minute break per Section 10.1. The meal break shall not be taken during either the first or last hour of the employee's shift.
- 4.1 a. Hiring of overtime shifts shall be fairly distributed within the Bargaining Unit to all qualified members. Hiring of overtime shifts will be distributed equally with an agreed upon method of hiring between the Bargaining Unit members and the Department Head.
- b. Overtime work, when required, will be offered to qualified full-time employees within the bargaining unit only.
- c. When overtime is required to fill a vacant shift or fill other demands of public service, all eligible employees shall first be polled for voluntary acceptance of the opening. If no volunteers are found, the vacant shift shall be split into two (2) four-hour segments. The on-duty Telecommunicator with the least number of total overtime hours during the calendar year shall be required to extend his/her shift by four hours to fill the first portion of the vacant shift. The second portion of the vacant shift shall be filled by the employee scheduled for the succeeding shift who has the least number of total overtime hours during the calendar year. In the event that employee cannot be contacted, the next scheduled employee on the successor shift with the least number of total overtime hours shall be called, until the position is filled. Seniority, from least to most, shall be used to determine eligibility in the event of equality of total overtime hours.
- d. Employees may voluntarily work sixteen (16) consecutive hours in conjunction with a mandatory eight (8) hour rest period, however, no employee shall be ordered to work in excess of twelve (12) consecutive hours except that if no employee from the successor shift can be contacted, the employee from the preceding shift may be required to work the full shift. In no case shall an employee be required to work more than sixteen (16) consecutive hours.
- e. If an employee has worked twenty-four (24) hours of voluntary or involuntary overtime in five (5) consecutive calendar days, he/she will not be eligible to be ordered in for involuntary overtime in the five (5) day work period.
- 4.2 a. Telecommunicators shifts are as follows:



A Squad 23:30 hours to 07:30 hours  
B Squad 07:30 hours to 15:30 hours  
C Squad 15:30 hours to 23:30 hours

SEE APPENDIX B FOR ROTATION OF THIS SCHEDULE

Employees shall be paid an hourly differential of ten percent (10%) of their hourly base rate for each hour that they work on third shift. The third shift differential shall apply to all hours paid or worked, including temporary assignments to third shift.

- b. Overtime at the rate of one and one-half (1.5) times the regular hourly rate shall be paid for each quarter hour or more worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. Overtime will be paid at double time rate when it is performed on the holidays listed below.

Contractual Holidays:

New Year's Day	January 1st
Martin Luther King Birthday	Federal Observance
Lincoln's Birthday	Federal Observance
Washington's Birthday	Federal Observance
Good Friday	Federal Observance
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	Federal Observance
Columbus Day	Second Monday of October
Veteran's Day	Federal Observance
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

- c. For the purposes of pay computation, the pay period begins on Sunday and ends the following Saturday.
- d. The Town shall have the right to require overtime work consistent with the needs of public safety and service. When conditions require the prompt and urgent mobilization of public safety employees to respond to emergencies (including but not limited to fires, floods, natural disasters, strikes and demonstrations), the Chief of Police shall have the right to order a full or partial mobilization of Telecommunicators without regard to any method of equalization of employee overtime or any overtime rotational hiring scheme or method.
- 4.3 Until a probationary employee has completed required training and has been certified by the Chief to work independently, the employee shall not be eligible for overtime shifts, nor subject to ordering in.
- 4.4 Compensatory time shall not accumulate to more than ~~ten (10)~~ **twelve (12)** working days, or ~~ninety-six eighty (80)~~ hours. Compensatory time off will be taken at the mutual convenience of the employee and the department head, as far as practical. In the case of conflict, the department head taking into account seniority will have the final authority, subject to the provisions of the Grievance Procedure.

Compensatory time may be accrued at the employee's discretion at the rate of one and one-half (1-1/2) hours for each hour of overtime worked subject to the following rules:

1. Maximum accrual ~~ten (10) days (80 hours)~~ **twelve (12) days (96 hours)**
2. Any employee who reaches the maximum of **80 96** hours will thereafter be paid overtime for any work in excess of 8 hours per day or 40 hours per week for as long as he/she has **80 96** hours compensatory time accrued.
3. No employee's accrual will be allowed to exceed the **80 96** hour limit.

~~4. Employees who have more than 80 hours of compensatory time accrued prior to this Agreement will have one year from date of execution of this contract to reduce accrued compensatory time to the 80 hour limit. Those who fail to do so will lose whatever amount that exceeds the limit.~~

4.5 Any employee called in to work outside the regular schedule shall be guaranteed a minimum of four (4) hours work, or pay for actual time worked if by mutual agreement.

4.6 Shift Swaps will be administered according to the following procedures:

- a. All exchanges must be requested in advance in writing and be approved or disapproved by the Chief or his/her designee.
- b. Once a swap has been approved, the responsibility for the shift rests with the employee now scheduled to work. If the employee(s) becomes ill and cannot work, he/she shall be charged with the sick time deduction and the shift will be processed as any other open shift. Any and all types of approved time off will be deducted from the employee taking responsibility for the shift.

#### ARTICLE V - HOLIDAYS

5.0 Bargaining unit members will receive a lump sum equivalent to seven percent (7%) of their base salary as holiday compensation. This lump sum payment will be based upon the rates of pay effective on December 1 and shall not become part of base pay.

The seven percent (7%) lump sum holiday compensation will be paid annually in the first pay period in December.

The seven (7%) percent lump sum holiday compensation shall be prorated on a monthly basis for bargaining unit members who are hired or who voluntarily separate from employment during the course of the year, regardless of the specific date on which such hiring or voluntary separation occurs. For example, if an employee works 6 of the 12 contractual holidays he/she would be compensated 6/12<sup>th</sup> (i.e., ½) of the lump sum holiday compensation. For purposes of this Section, termination during an employee's probationary period shall not constitute involuntary separation barring the employee from receiving the prorated holiday compensation.



- 5.1 Any unanticipated holiday or day of mourning declared by the Mayor and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit by payment of an additional day's pay.

**ARTICLE VI - VACATIONS**

- 6.0 a. All full-time employees shall be entitled to vacation leave with pay, however, vacation time shall not be granted to any new employee with less than six (6) months of service with the Town. Upon appointment, new employees will accrue vacation time at .83 days per month of service. Any unused vacation time accrued prior to the first January 1<sup>st</sup> will be posted as the employee's annual accrual on the first January 1<sup>st</sup> following appointment. Following the first January 1<sup>st</sup>, employees will no longer accrue vacation time monthly and shall accrue vacation time as outlined below. Upon reaching January 1<sup>st</sup> following one full year of service, employees shall accrue vacation time on January 1<sup>st</sup> in the following manner:

<u>Number of Full Years of Service to be Completed Within the Calendar Year</u>	<u>Number of Vacation Days</u>
Following 1 Full Year to 4 years	10
5 through 9 years	15
10 through 14 years	20
15 years	21
16 years	22
17 years	23
18 years	24
19 or more years	25

- 6.2 Requested vacation periods will be granted by the Deputy Chief or his/her designee with due consideration to both the wishes of the employee and the public safety and public service needs of the Department.

- 6.3 Vacation requests submitted prior to March 1st of each year shall be processed in the following manner:

Priority will be given to vacation requests which exceed four (4) work days. Priority will then be given to seniority (i.e., in order to exercise seniority, a senior employee must request more than four days if the same days have been requested by a junior employee requesting more than four days). In all other cases, seniority shall prevail. A master calendar indicating approved vacations shall be posted no later than March 15<sup>th</sup> of each year. Vacation requests submitted on or after March 1 shall be processed on the basis of (1) date of submission, (2) duration (3) seniority.

- 6.4 When an employee has no sick leave available, he/she may elect to use vacation leave as sick leave.
- 6.5 When an employee is separated from Town service, he/she shall be paid his/her pro-rata



accumulated vacation leave and compensatory time to a maximum of forty (40) vacation days and ten (10) compensatory days. In the event of an employee's death, such payment shall be made to his/her dependent survivor or estate if there is no dependent survivor. Such payment will be made within two (2) weeks of the date of the employee's death, in a lump sum, provided it does not cross the fiscal year. In the event that it does cross the fiscal year, payment will be made in two (2) installments.

- 6.6 The maximum accumulation of vacation leave permitted is fifty (50) days; however, no vacation beyond forty (40) days will be paid by the Town at retirement or separation. No vacation leave may be used during the sixty (60) days prior to retirement.
- 6.7 Once vacation leave is granted, such leave shall not be canceled unless there exists a demonstrated need resulting from an actual or imminent public safety emergency.
- 6.8 In the event of illness of a minimum of two days during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick time provided a doctor's note is given to the department head.
- 6.9 Employees shall have the opportunity to purchase, via weekly payroll deductions, up to five (5) additional vacation days per calendar year. The Authorization for Payroll Deduction Form (Appendix F) for the Prepaid Vacation Program must be received in Human Resources, Town Hall, no later than 4:30 p.m. on December 15<sup>th</sup> of each year to be eligible for Prepaid Vacation for the coming calendar year.

## **ARTICLE VII - LEAVE PROVISIONS**

### **Section 7.0: Sick Leave:**

All employees shall earn paid sick leave at the rate of 1-1/4 days per month with no maximum on accumulation. Sick leave with pay may only be used for the employee's recovery from personal illness or injury, or to permit the employee's absence for a reasonable period to make arrangements to care for a member of the immediate family.

- a. Accrual of earned sick leave credits will continue while employees are absent from work due to vacation, injury, or illness, except for unpaid leave.
- b. In exceptional cases, the Human Resources Director, with the advice of the department head, may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and signed by the employee, when possible.
- c. Sick leave with pay will not be granted for recuperation from illness or injury which is directly traceable to employment by another employer.
- d. Two accrued sick days may be taken as sick/personal days at a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during working hours. Use of this time will not interrupt the earning of Earned Days (see 7.0g below).
- e. It shall be the responsibility of the employee to notify the department or division head in

advance of sick leave usage, if possible, and in any event not later than one hour prior to the commencement of the shift. If the absence exceeds five (5) working days, or when an employee's attendance shows frequent or habitual absence because of claimed sickness, the employee shall provide the department head with a doctor's certificate on the approved form (Appendix D) within three (3) working days unless there are extenuating circumstances that prevent the doctor, APRN or Physician's Assistant from providing such certificate within that time period.

- f. It shall be the responsibility of the department head to maintain accurate up-to-date leave records for his/her employees. Once every calendar year in the month of January, the department head shall notify all employees of the amount of vacation and sick leave to their credit.
- g. For every calendar quarter of perfect attendance, an employee shall earn one (1) Earned Day. Maximum accrual of earned days shall be eight (8) days. A continuous absence commencing in one (1) calendar quarter and continuing into another quarter will break the perfect attendance for the initial quarter only. Perfect attendance, for the purpose of this article, shall mean no time taken for tardiness, sick leave, unauthorized leave, authorized leave without pay, or disciplinary suspension. Earned Days shall be used at times mutually agreeable to the employee and department head. Requests for Earned Day usage shall not be unreasonably denied. The Town will not provide payment to any employee who wishes to cash in unused earned days upon retirement or voluntary/involuntary termination.
- h. If an employee has unused sick leave at the time of his/her retirement, he/she shall be paid in a lump sum for each day of unused sick leave up to a maximum of ninety (90) days.

#### **Section 7.1: Special Leave With Pay:**

- a. **Personal Leave:** Employees shall be entitled to three (3) days personal leave each calendar year to be used at the mutual agreement of the employee and the department head taking into account the staffing needs of the department. Personal leave days requested less than sixteen (16) hours in advance may be granted at the discretion of the Department Head. Personal leave will be approved in the following manner: (1) date of submission, (2) duration, (3) seniority. In the case of conflict, the Department Head taking into account seniority will have the final authority; subject to the provisions of the Grievance Procedure. These days are non-accumulative from calendar year to calendar year. However, should operating needs require the Department Head to deny usage of any of the three (3) personal leave days, such day(s) shall be carried over and utilized within the first thirty-one (31) days of the following calendar year. Unused carryover personal leave balance as of February 1 will be paid to the employee.
- b. **Workers' Compensation:** The Town will comply with all applicable state legislation relating to Workers' Compensation.

Whenever an employee shall be absent because of a Town service connected injury or occupational disease he/she will be compensated under the provisions of the Workers' Compensation Act. Such absence will not be charged against accrued sick leave. In

addition to payments received under the Workers' Compensation Act, any employee with six (6) months of continuous service shall receive a supplemental payment from the Town, equal to the difference between his take-home pay (gross pay less deduction for pension, income tax and FICA) and the payments received under the Workers' Compensation Act for up to one year or maximum improvement, whichever comes first.

Current employees as of the ratification of this agreement shall continue to be eligible for the supplemental payments described above for up to two (2) years in accordance with the terms of the 2010-2013 agreement.

In those cases wherein the disabled employee receives damages or awards through litigation or settlement against third parties, he/she will reimburse the Town for monies received during such absence.

The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement, subject to approval by the Town Council.

Employees shall report all on-the-job illnesses and injuries, in accordance with Workers' Compensation Laws. The Town shall post prominently a notice designating the authority to which employees shall report illness and injuries.

- c. **Jury Duty:** The Town agrees to comply with Connecticut General Statutes, as amended from time to time, to determine compensation for employees required to report for jury duty.
- d. **Funeral Leave:** Three (3) days of special leave with full pay, between the date of death and the date of the funeral inclusive, shall be granted for death in the employee's immediate family. Immediate family, for purposes of this section, is defined as parents, step-parents, grandparents, spouse, brother, step-brother, sister, step-sister, child, step-child, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, and any other relative that is domiciled in the employee's household.
- e. **Military Leave:** Employees shall be granted leave with full pay at current base rate for the purpose of attending training camps for Reservists or National Guard members provided:
  - o Military pay and wages paid by the Town together do not exceed the employee's regular wages, and the Town shall be reimbursed for any overpayment.
  - o Such summer training periods do not exceed two weeks.
- f. **Education Leave:** Employees may be granted leave with pay to permit participation in education or training courses which enhance the employee's value to the Town. An advance request for the above leave must be in writing and must have approval of the department head and the Mayor.

### **Section 7.2: Family Medical Leave:**

Employees have certain rights and responsibilities under the Federal Family and Medical Leave

Act ("FMLA"). These rights and responsibilities are posted on Town bulletin boards and available through the Human Resources Department. If the employee has questions concerning FMLA, he/she should contact the appropriate supervisor, manager, or Human Resources Department.

The Town will comply with all of the terms of FMLA. These terms include but are not limited to the following:

- a. Pursuant to FMLA, employees may choose, or the employer (i.e. Town) 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 (unless it violates any workers' compensation law) the substitution of accrued paid vacation or accrued paid personal leave for any of the situations covered by FMLA. Notwithstanding the above, the employee has the right to retain 2 weeks of accrued paid vacation time.
- b. To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing or verbally to their department head so that the Town can determine if FMLA-qualified leave will be granted.
- c. The Town may require medical certification to document the reason for the leave, where provided by law.
- d. 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.
- e. 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.
- f. Employees, where authorized by law, may be required to provide a "fitness for duty" certification upon return to work

### **Section 7.3: Unpaid Leave of Absence**

The Human Resources Director, with advice of the department head, may grant a leave of absence without pay for a period not to exceed one (1) year, provided such leave may not be taken for the purpose of seeking or performing other employment, and provided the employee has previously exhausted all accumulated leave. Requests for such leave shall be made in writing to the Human Resources Director and shall include a statement of the reasons for the leave and proposed length of the leave.

- a. During the period of leave without pay, except for military leave, the employee shall not be credited for length of service, and shall not be credited with time for the purposes of accruing sick leave, vacation leave, or Personal Days.
- b. Except as provided for in 7.3.d.2 below, an employee shall be reinstated from unpaid leave of absence to any position for which he/she qualified that is comparable to the position the employee last held with the Town, but without any preferred status from his/her prior employment.

- c. Any employee who is on an unpaid leave of absence shall not be paid for any holidays or sick leave during the period of absence. Authorized unpaid leaves of absence for one (1) month or less will not be used as a basis for reducing employee benefits or seniority.
- d. The Town will comply with the terms of Uniformed Services Employment and Reemployment Rights Act.
  - 1. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.
  - 2. Upon returning from extended active military service, an employee shall be reinstated to his former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his discharge from military service. The Human Resources Director will so notify, in writing, all employees entering extended active duty in the military service.
  - 3. The Town will give credit to the employee for time spent in military service for retirement purposes.
  - 4. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.

**ARTICLE VIII - WAGES AND BENEFITS**

8.0 The compensation plan shall be made a part of this Agreement and attached hereto as Appendix C.

Wages:	Retroactive to <b>7/1/19</b>	<b>2.0%</b>
	Effective <b>7/1/20</b>	<b>2.0%</b>
	Effective <b>7/1/21</b>	<b>1.25%</b>

8.1 Employees shall advance one step as follows on their anniversary date:

Step 1	Hire
Step 2	1 year
Step 3	2 years
Step 4	3 years
Step 5	4 years

**8.2a** Whenever an employee is required to work in a higher classification for a period of twenty (20) consecutive working days or more, he/she shall be paid at the lowest step in the higher classification that will produce an increase.

**8.2b** Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a higher maximum, they shall be paid at the lowest step in the higher range that produces an increase.



8.3 Whenever an employee is permanently moved from a class or position in one grade to a class having a lower maximum, they shall be paid at the step in the lower range that is the same as received in the former.

8.2 Employees required to use a privately-owned automobile for the conduct of Town business shall be reimbursed, once a month, for all mileage driven at the published I.R.S. rate.

8.3 No employee will be paid more than the maximum, nor less than the minimum listed for his/her position grade.

8.4 All employees shall be paid by direct deposit and shall receive paperless paycheck stubs by electronic mail.

### ARTICLE IX - INSURANCE AND PENSION

9.0 *Health Insurance Coverage for Active Employees:* Active employee insurance benefits are outlined in Appendix E.

9.1 *Health Insurance Coverage for Retired Employees:*

- a. "Retired employee" shall mean a former employee who was continuously employed by the Town until commencement of a pension benefit, who has met the requirements for a normal or disability retirement as defined by the pension plan. "Vested benefit recipient" shall mean any former employee who terminated service after meeting the requirements for vesting under the pension plan.
- b. For employees who retire on or before December 31, 2010, the Town shall provide and pay for upon retirement the Preferred Provided (PPO) Plan with Managed Care provisions and Full Service Prescription Drug coverage. Effective July 1, 2017, the retiree PPO will be replaced with a High Deductible Health Plan. The HDHP will have deductibles of \$1500/\$3000. There will be no Town seed.

For retirees who reach the age at which they become eligible for Medicare, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage. Major Medical coverage will be offered provided that the retiree pays 100% of the premium. Employees who retire on or after January 1, 2011 will be subject to the following:

- i. Employees who retire at 55 years of age or under will pay 50% of the cost of employee-only insurance coverage until the employee reaches the age at which he or she becomes eligible for Medicare;
- ii. Employees who retire at 56 through 59 years of age will pay 25% of the cost of employee-only insurance coverage until the employee reaches the age at which he or she becomes eligible for Medicare;
- iii. Employees who retire at 60 through 64 years of age will pay 0% of the cost of employee-only insurance coverage until the employee reaches the

age at which he or she becomes eligible for Medicare.

- iv. The Town shall cease providing and/or paying for any and all health insurance coverage when the retired employee reaches the age at which he or she becomes eligible for Medicare.

9.2 *Health Insurance Coverage for Retired Employees' Spouses:*

- a. The term spouse shall mean the retired employee's husband or wife who shall have been living with the employee as his or her husband or wife at the time of the employee's retirement.
- b. For employees who retired between January 1, 1983 and December 31, 2010, inclusive, the Town shall provide and pay for the insurance benefits as described in Section 9.1 b for the retired employee's spouse, under the following circumstances:
  - i. The retired employee must attain age 60 before his/her spouse will be eligible for this coverage.
  - ii. If the retired employee remarries, the new spouse will not be eligible for this coverage.
  - iii. 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. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his pension check commencing with his 60<sup>th</sup> birthday, all coverage to the spouse shall cease and not be reinstated.
  - iv. When the retired employee's spouse reaches the age at which he or she becomes eligible for Medicare, the Town will pay 100% of the premium for Parts A and B Supplemental coverage.
  - v. 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, as determined by the Town, from his/her pension check.
- c. For employees who retire on or after January 1, 2010, the Town shall provide for the insurance benefits as described in Section 9.1 b for the retired employee's spouse, under the following circumstances:
  - i. If the retired employee remarries, the new spouse will not be eligible for this coverage.
  - ii. Payment for such spousal benefits shall be subject to the following:
    - Employees who retire at 55 years of age or under will pay 100% of



spousal coverage until the spouse reaches the age at which he or she becomes eligible for Medicare;

- Employees who retire at 56 through 59 years of age will pay 75% of spousal coverage until the spouse reaches the age at which he or she becomes eligible for Medicare;
- Employees who retire at 60 through 64 years of age will pay 50% of spousal coverage until the spouse reaches the age at which he or she becomes eligible for Medicare.
- The Town shall cease providing and/or paying for any and all health insurance coverage when the employee's spouse reaches the age at which he or she becomes eligible for Medicare.

- iii. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his or her first pension check all coverage to the spouse shall cease and not be reinstated.
- iv. When the retired employee dies, all coverage to his or 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.

9.3 Each retiree will be provided with a **five thousand dollars (\$5,000)** ~~three thousand dollar (\$3,000)~~ life insurance policy.

9.4 The employee Retirement Plan shall be a part of the Agreement and annexed thereto.

**9.5 Other Post-Employment Benefits ("OPEB"). All employees hired on or after July 1, 2020, shall contribute one percent (1.0%) of their annual base pay (not including overtime) towards the Other Post-Employment Benefits ("OPEB") Trust. This employee contribution shall be on a pre-tax basis. Employees required to contribute to the OPEB Trust are not required to make an employee contribution towards employee-only retiree insurance; these employees are, however, required to make contributions towards any spouse and/or dependent insurance.**

## ARTICLE X - SAFETY AND HEALTH

10.0 A Safety Committee consisting of two members representing the Union and two members representing the Town shall be appointed and said committee shall meet with the Town to review and recommend safety and health conditions.

- a. An advisory committee will be developed upon the signing of this contract which will consist of two (2) Union members and the Chief of Police or his/her designee. This committee will meet monthly at a mutually convenient time and location to discuss matters of mutual interest to include, but not limited to,



staffing, policy and procedures of the Communication Center.

- 10.1 An employee may be away from his/her work station for a maximum of thirty (30) minutes during the workday for breaks. One fifteen (15) minute break may be combined with the meal break.
- 10.2 The Town shall provide each employee with a proper identification card which will include photo and other data for identification purposes where there is a demonstrated need.

#### **ARTICLE XI - SAVINGS CLAUSE**

- 11.0 If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of the adopted provisions contained herein, separately and apart from the other.

#### **ARTICLE XII - MANAGEMENT RIGHTS**

- 12.0 Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following:

Determine the standards of selection for employment; direct its employees; take disciplinary action; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights and prerogatives are inherent in the Town Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement, but the manner of exercises of such rights may be subject to the grievance procedure described in this Agreement.

#### **ARTICLE XIII - GRIEVANCE PROCEDURE**

- 13.0 In order to insure fair and equitable treatment of all employees of the Department, there is hereby established a formal procedure to permit discussion and resolution of all grievances.
  - a. Definition of a grievance shall be as follows:
    1. Discharge, suspension or other disciplinary action.

~~Charge of favoritism or discrimination. Unequal application of contract provisions.~~

3. Interpretation and application of the rules and regulations and policies of the Police Department.
  4. Matters relating to the interpretation and application of the articles and sections of this Agreement.
- b. The written grievance shall include:
1. A statement of the grievance and facts involved.
  2. The alleged violation of a specific provision of this Agreement.
  3. The remedy requested.
- 13.1 Any employee may use this grievance procedure with or without Union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.
- 13.2 Step 1 Any employee who has a grievance shall, within ten (10) calendar days of the occurrence or event giving rise to the grievance, reduce the grievance to writing and submit it to the Chief, or his designee. The Chief's, or his designee's, decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within fourteen (14) calendar days of receiving the grievance. If this does not resolve the problem, it may be processed to Step 2. At the option of the grievant, grievances involving discharge, suspension or demotion following disposition by the Chief of Police, may be processed beginning with Step 2.
- 13.3 Step 2 If the grievance has not been settled, it shall be presented in writing to the Human Resources Director within ten (10) calendar days after the decision of the Chief of Police, or his designee, is received. If he so determines, the Human Resources Director, or his designated representative, shall meet with the interested parties no later than ten (10) calendar days after the receipt of the grievance and, in any case, shall render his decision in writing within fifteen (15) calendar days of the receipt of the grievance. If this decision does not resolve the dispute, then the question may be processed to Step 3.
- 13.4 Step 3 Upon mutual agreement, both parties may petition the State Board of Mediation and Arbitration to appoint a mediator. This request must be made within ten (10) calendar days of the transmittal of the written decision in Step 2. Should mediation fail to resolve the question, then it may be processed to Step 4 within ten (10) calendar days.
- 13.5 Step 4 Either party may request the State Board of Mediation and Arbitration to provide arbitration services within fifteen (15) calendar days following a decision or recommendation at the preceding step.
- a. The decision of the arbitrator shall be final and binding on both parties.



- b. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. He shall have no authority to add or subtract from this Agreement. Nothing in this Agreement shall be interpreted so as to limit the authority of the Superior Court to determine the question of arbitrability.
- c. The cost of the arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties as individuals shall be borne by the party incurring the cost.

**d. Use of AAA. Notwithstanding the foregoing, within ten (10) calendar dates following receipt of notice of filing for arbitration, either party may exercise its right to transfer the arbitration proceedings to the American Arbitration Association (AAA). Arbitration(s) transferred to AAA will be administered by and under the rules of the AAA. The cost of the arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties as individuals shall be borne by the party incurring the cost.**

**e. Expedited Arbitration.** The parties may agree to the utilization of an expedited arbitration system following Step 2 for cases of unpaid suspension and any other cases mutually agreed by the parties. Cases designated by the parties to be heard in expedited arbitration will be scheduled for hearing as agreed to by the parties. A mutually agreed single arbitrator shall be utilized in accordance with the procedures of the contractually provided arbitration forum. All other provisions of this Agreement concerning grievances and arbitration shall apply to expedited cases.

**f. Failure by any representative of the Town of East Hartford to take action within the time limit prescribed in this Grievance Procedure shall constitute a denial of the grievance on the last day allowed for such action by the representative of the Town, and the grievant or the Union shall be permitted to proceed to the next level on the basis of such denial. Failure by the grievant or the Union to proceed to the next level within the prescribed limits at any level of the procedure shall constitute acceptance of the decision rendered at the last level of the Grievance Procedure. However, all time limits expressed herein may be waived by mutual written agreement.**

13.6 Telecommunicators, not to exceed three (3) members of the Union, as shall be designated by the Union for the purpose of contract negotiations shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Stewards, not to exceed two (2) members of the Union, as shall be designated by the Union for the purpose of adjusting grievances shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

13.7 The Union shall furnish the Town with a list of its Stewards, and shall, as soon as possible, notify the Town, in writing, of any change therein. Such notification shall be sent to the Human Resources Director, Town Hall, East Hartford. No Steward shall be recognized by the Town until such written notification of his/her appointment shall be

received by the Town from a duly authorized officer of the Union.

- 13.8 In addition to those specified, the Union or the Town may at Step 3 and 4 of the grievance procedure, have other representatives present during the presentation of grievances, provided either party shall so advise the other a reasonable period in advance of such hearing.
- 13.9 a. Complaints Against Telecommunicators  
Telecommunicators who are employed in the Police Department shall be entitled to receive a copy of any citizen's complaint or internal complaint against such Telecommunicator immediately upon conclusion of a preliminary inquiry by the Chief of Police or his designee. Under normal circumstances, such preliminary inquiry shall be concluded within thirty days from receipt of such complaint.
- 13.9 b. Rights of the Telecommunicator  
If an investigation is commenced by Internal Affairs, such investigation shall commence upon conclusion of the preliminary investigation and upon the signing of an Internal Affairs complaint by the Chief of Police. Under normal circumstances, the investigation by the Internal Affairs Division shall be concluded within sixty (60) days from the signing of an Internal Affairs complaint by the Chief. In extenuating circumstances, extensions of up to ninety (90) days each shall be permitted for the completion of the Internal Affairs investigation, with notice to a Union Steward.
- 13.9 c. Right to Union Representation  
If the Telecommunicator so desires, a Union representative may be present during any questioning which he/she reasonably believes may lead to disciplinary action against such Telecommunicator.
- 13.9 d. Upon completion of any investigation a letter shall be sent to the bargaining unit member notifying him/her that the investigation was completed, which rules, if any, he/she is alleged to have violated, the date and time set for any administrative hearing and enclosing a copy of all reports and other information obtained in any investigation. The affected employee and the Union shall be notified in writing of the outcome of the investigation within thirty (30) days of the hearing.
- 13.10 a. Internal Investigation Procedures  
Whenever a Telecommunicator is under investigation for any reason which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:  
  
Any questioning of the Telecommunicator shall be conducted at a reasonable hour, unless the seriousness of the allegation, as determined by the Chief of Police, warrants an immediate response, with payment in accordance with Article IV.
- 13.10 b. Telecommunicators will never be subject to the "East Hartford, Connecticut Police Department Rules and Regulations."

- 13.10 c. No employee of the bargaining unit shall be disciplined for refusing to submit to a polygraph test.

#### ARTICLE XIV - DISCIPLINE

- 14.0 a. The following types of disciplinary action may be invoked against employees. They may be independently invoked.

1. Reprimand

An appointing authority shall report any verbal or written reprimand as a part of the employee's service record by the forwarding of a written memorandum to the Human Resources Director for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee and to a Union Steward. Such reprimand shall remain a part of the employee's service record.

2. Suspension

An appointing authority may, for disciplinary purposes, suspend, without pay, any employee under his control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve (12) successive months shall be deemed a dismissal and be so treated.

3. Dismissal

An appointing authority may dismiss for cause any employee under his control occupying a position subject hereto when he considers that the good of the service shall be served thereby.

- 14.0 b. All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warnings, suspension, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause. Disciplinary action normally shall follow in this order:

- A. Verbal Warning
- B. Written Warning
- C. Suspension
- D. Discharge

- 14.0 c. Employees shall not be discharged without just cause. The following shall be sufficient causes for reprimand, suspension, or discharge though such action may be for causes other than those enumerated:

- 1. Willful violation of the Provisions of the Charter.
- 2. Incompetence or inefficiency in the performance of the duties of the position to which the employee has been appointed.

3. Wanton carelessness or negligence in the use and the care of Town property.
4. Habitual tardiness or absence from duty which results in unsatisfactory attendance. Unsatisfactory attendance is evident when the sum of days of unscheduled absence is greater than 15 in a twelve-month period. Potentially unsatisfactory attendance may be sufficient cause for a verbal warning. Employees shall have the right to utilize the grievance procedure pertaining to this Article.
5. Conviction of a felony or misdemeanor involving moral turpitude.
6. Intoxication on duty.
7. Conduct which reflects unfavorably upon the Town service.
8. Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.

#### **ARTICLE XV - CONVENTION LEAVE**

- 15.0 Duly appointed Union members shall be entitled to leave with pay to conduct Union business, such as Council meetings, Conventions, and training. The total amount of Union business leave shall not exceed forty-eight (48) hours in any year. Leave may be taken in increments of one (1) hour.

#### **ARTICLE XVI - RIGHT TO REVIEW**

- 16.0 Each employee shall have the right to see and review his or her personnel file upon request by appointment with the Human Resources Director or his/her designee. The Town shall provide copies of all materials in the file upon request of the employee. Employees may request that the Town correct inaccurate or incorrect material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection.
- 16.1 Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

#### **ARTICLE XVII - NON-DISCRIMINATION**

- 17.0 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, veteran status, Union membership or other legally protected category.

## ARTICLE XVIII - MISCELLANEOUS

- 18.0 a. Training  
The Town agrees to abide by the State Laws governing the certification and re-certification of Public-Safety Telecommunicators according to Connecticut General Statutes in a timely manner.
- b. Any Telecommunicator of the Police Department attending in-service training school during his/her regularly scheduled working hours with the knowledge and consent of the department head shall be granted time off from his/her regular duties and be compensated at his/her regular rate. The Chief or his designee shall make all in-service training assignments. The Town shall reimburse the Telecommunicator for mileage associated with such training at the current I.R.S. rate.
- c. Notices of job related training schools and in-service training which may be available, shall be posted in the Department. The Chief or his designee shall approve/disapprove all training and service assignments.
- 18.1 The Town agrees that past practices as defined by rulings of the Connecticut State Board of Labor Relations (CSBLR), will be maintained unless changed by the terms of this Agreement.
- 18.2 There shall be no alteration, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.
- 18.3 Access to Premises  
The Union's representatives or authorized officers shall be permitted to confer with the employees on the premises of the employer; however, conferences shall not interfere with the normal operations of the department. The Union's representative will report to the Watch Commander.
- 18.4 Court Time  
Any employee of the bargaining unit required to testify in court as a witness for the Town or in a civil action related to his/her employment with the Town, or appear at an attorney's office for the purpose of trial preparation as a result of his/her employment with the Town or appear as a witness in a criminal matter at the request of the State or Federal prosecuting attorney as a result of his/her employment with the Town shall be paid in accordance with Article IV.
- 18.5 The Town shall reimburse any Telecommunicator for loss or damage of clothing and/or personal property suffered in the performance of duty if due to negligence on the part of the Town. Such claim for loss must be supported with reasonable proof of loss and of the value of the clothing and/or property. Reimbursement shall not exceed \$300.00.
- 18.6 All requests for any form of authorized leave, including but not limited to requests to use accrued vacation leave, jury duty, earned days, military leave and compensatory time, must be submitted not later than sixteen (16) hours prior to the starting time of the work shift to which the request applies. This shall not apply for the requesting of emergency

sick leave, family sick leave or funeral leave. When reasonably possible, notification of an absence due to illness or injury must be submitted not later than twelve (12) hours prior to the starting time of the work shift to which the request applies. If an employee's absence due to illness or injury will not result in additional overtime to the Telecommunicators operation, the twelve (12) hour notice will not be required.

- 18.7 No more than two (2) members of any shift may be absent on the same day due to the use of accrued leave other than sick leave, jury duty, funeral leave, or military leave.
- 18.8 Each employee shall be eligible for tuition reimbursement of up to \$300.00 per semester or quarter not to exceed \$600.00 per contract year after successful completion of graduate or undergraduate courses or programs at a recognized college or university directly related to the position the employee holds with the Town. Reimbursement will be made upon the employee providing evidence of satisfactory completion of the approved course and a receipt for the tuition paid. Any employee who has been compensated under this Section and who does not remain an employee for a minimum of two (2) years after receiving such compensation will reimburse the Town for any or all monies paid to the employee under this Section during the preceding two (2) years.
- 18.9 Employees who are certified as Communications Training Operators (CTO) shall be paid an hourly differential of thirty percent (30%) of their hourly base rate for each hour or portion of an hour that they spend in direct training of a TOPS trainee.

To qualify for the differential, the CTO must:

- b. Be currently certified as a CTO by the Association of Public Safety Communications Officials;
- c. Be assigned on a daily basis by the Police Chief or his/her designee to work directly with a trainee as a CTO;
- d. Document the time spent providing training as a CTO and submit the documentation as required by the Department;
- e. Demonstrate continuing effectiveness in training as judged by Department management;

The time spent by employees acquiring or maintaining the CTO certification will not be subject to payment of the differential.

Reasonable time spent by the CTO in completion of required documentation regarding a trainee's progress will be subject to payment of the differential.

A CTO will be assigned to trainees one-on-one. CTO assignments will be made first on a voluntary basis. In the absence of volunteers, a CTO will be assigned to a trainee by Department management. When more than one person volunteers for an assignment, the CTOs will be alternated throughout the trainee's training period.

The Chief or his/her designee shall have the authority to cancel this program based on the



Department's needs.

18.10 The Town will provide six (6) sets of uniforms (long or short sleeve polo shirts and pants) for employees. All Telecommunication Operators will wear dark "5.11" pants, "Dockers", or similar style long pants as long as they fit properly. The Chief or his designee may periodically review this matter to ensure the pants are in accordance with the established understanding between the parties. The employees will be responsible for keeping the uniforms neat, clean, in good repair and well pressed at all times. Employees can turn in uniforms that have excessive wear or damage from normal use. Employees shall be required to wear uniforms that have been selected by the Town, as a condition of employment, and they shall be subject to, and must comply with, the uniform and appearance policy and standards prescribed by the Chief of Police. No employee, while in uniform, shall wear any item not specifically authorized by the Chief of Police. The Chief of Police or his designee may modify the dress guidelines (on a case by case basis) due to medical or other special circumstances.

18.11 The Town will establish a performance evaluation system, which includes the following:

- East Hartford Public Safety Communications Performance Appraisal Process, APCO Standards
- East Hartford Performance Appraisal Form
- East Hartford Performance Appraisal Policy and instructions

#### **ARTICLE XIX - DURATION**

19.0 (Amend.) This Agreement shall be effective as of the first day of July ~~2016~~ 2019 and shall remain in full force and effect until the 30th day of June, ~~2019~~ 2022, except that it may be amended at any time by mutual agreement, or upon the anniversary date of said Agreement by giving to the other party not less than one hundred twenty (120) days' written notice of intention to negotiate a successor agreement.

**IN WITNESS WHEREOF, the parties have caused their names to be signed on this**

**FOR THE  
TOWN OF EAST HARTFORD**

**FOR  
TEAMSTERS LOCAL # [REDACTED]**

\_\_\_\_\_  
Mayor Marcia A. Leclerc

\_\_\_\_\_  
Eric Downer, Teamsters  
Staff Representative

\_\_\_\_\_  
Santiago Malave, HR Director

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Police Chief Scott Sansom

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Sandra L. Franklin

\_\_\_\_\_

**APPENDIX A – TEAMSTERS LOCAL # [REDACTED] AUTHORIZATION FOR PAYROLL DEDUCTION**

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Print) Last Name First Middle

TO: TOWN OF EAST HARTFORD  
\_\_\_\_\_  
Name of Employer

Effective \_\_\_\_\_, I, hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of the Teamsters Local #559.

The authorization shall remain in effect in accordance with the Working Agreement or upon termination of my employment.

\_\_\_\_\_  
Date Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

## CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, \_\_\_\_\_ hereby authorize my employer to  
(Print Name)

deduct from my wages each and every month an amount equal to the monthly dues, Initiation fees and uniform assessments of Local Union 671, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Employer \_\_\_\_\_

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

## **APPENDIX B – SHIFT ROTATION SCHEDULE**

Shift rotation periods shall begin on the first Sunday after January 1<sup>st</sup> and the first Sunday after July 4<sup>th</sup> in each calendar year. The bidding period shall begin ninety (90) days prior to each shift rotation period and shall be completed within sixty (60) days.

**APPENDIX C - WAGE SCHEDULE**  
**TOWN OF EAST HARTFORD**  
**TELECOMMUNICATIONS OPERATOR**  
**TEAMSTERS LOCAL #671**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/1/19	2.0% increase	\$50,643	\$53,144	\$55,769	\$58,521	\$62,435
7/1/20	2.0% increase	\$51,656	\$54,207	\$56,884	\$59,691	\$63,684
7/1/21	1.25% increase	\$52,302	\$54,885	\$57,595	\$60,437	\$64,480

**REVIEWED BY TOWN**

**APPENDIX D - MEDICAL CERTIFICATE FORM**

A medical certificate submitted in accordance with Article VII, Section 2 shall be on the following form or shall contain substantially equivalent information.

HEALTH CARE PROVIDER NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

TO: Human Resources Director, Town of East Hartford

As a \_\_\_\_\_ duly licensed by the State of \_\_\_\_\_,  
(Physician, APRN, PA)

I hereby certify that \_\_\_\_\_ who was seen by me on  
(name of employee)

\_\_\_\_\_ was unable to work during the continuous period  
(date)

from \_\_\_\_\_ to \_\_\_\_\_. He/she was under my care on or  
(date) (date)

after \_\_\_\_\_.  
(date)

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

\_\_\_\_\_.  
(date)

\_\_\_\_\_  
Signature of Health Care Provider

\_\_\_\_\_  
Date of signature



## APPENDIX E - HEALTH INSURANCE

The Town of East Hartford agrees that all members of the Teamsters shall opt out of the Town's insurance plan (including Dental, Vision, Health, Prescription and Life) and further agrees to pay the Teamster's insurance premium based on the following rates:

~~Year 2016-2017 — \$9.95 per 40 hour workweek x 52 weeks per employee.~~

~~Year 2017-2018 — \$9.95 per 40 hour workweek x 52 weeks per employee.~~

~~Year 2018-2019 — \$10.20 per 40 hour workweek x 52 weeks per employee.~~

Year 2019-2020 — \$10.20 per 40 hour workweek x 52 weeks per employee

Year 2020-2021 — \$10.55 per 40 hour workweek x 52 weeks per employee

Year 2021-2022 — \$10.90 per 40 hour workweek x 52 weeks per employee

Eligible Teamsters' members who retire during the term of this contract from Town service may be eligible to receive the benefits listed in Sections 9.2 and 9.3. Those eligible are defined in Appendix G MOU which was renewed with this 2016-2019 2019-2022 contract.



## APPENDIX E - HEALTH AND WELFARE FUND

This Health Fund Article shall supercede and prevail over any other inconsistent provisions or articles contained within this Agreement.

Commencing with the signing of this Agreement, and for the duration of the current collective bargaining agreement between Local Union 671 and the Town of East Hartford (“the Town”), and any renewals or extensions thereof, the Town agrees to make payments to the IBT Local 671 Health Services and Insurance Fund (“the Fund”), for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement whether such employee is a regular, probationary, temporary or casual employee, irrespective of his/her status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Town shall make a contribution of \$9.95 to the Health Fund but not more than \$398.00 per week for any one employee from the first hour of employment in such week. Commencing ~~on the 1st day of July, 2017 the said hourly contribution rate shall be \$9.95 but not more than \$398.00 per week for any one employee, and commencing~~ with the 1st day of July, 2018 the said hourly contribution rate shall be \$10.20 but not more than \$408.00 per week for any one employee. **Commencing on the 1st day of July 2020, the said hourly contribution rate shall be \$10.55 but not more than \$422.00 per week for any one employee. Commencing with the 1st day of July 2021, the said hourly contribution rate shall be \$10.90 but not more than \$436.00 per week for any one employee.**

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, the payments shall be made at the amounts set forth above.

If an employee is absent because of illness or off-the-job injury and notifies the Town of such absence, the Town shall continue to make a required contribution of forty (40) hours for a period of four (4) weeks. If any employee is injured on the job, the Town shall continue to pay a required contribution until such employee returns to work, however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months. The Town agrees to and accepts the Health Fund’s Agreement and Declaration of Trust as amended, and ratifies the selection of the Town Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Health Plan adopted by the Trustees of the Health Fund shall, at all times, conform to requirements of the Internal Revenue Code so as to enable the Town at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the

Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and related wage records of the Town for all employees performing work within the scope of and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Fund.

If the Town shall fail to make contributions to the Health Fund by the twentieth (20<sup>th</sup>) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Town, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and or/contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Town, to take whatever steps it deems necessary to secure compliance with this agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding, and the Town shall be responsible to the employees for losses resulting therefrom. Also, the Town shall be liable to the Trustees for all costs of collecting the payments due together with attorney's fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Town's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Health Fund and/or the Local Union, the Local Union and its business agent or chief executive officer shall have no right to modify, reduce or forgive the Town with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this section regarding the Health Fund shall be made by the Local Union or the Town, and if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the Health Fund.

**APPENDIX F – AUTHORIZATION FOR PAYROLL DEDUCTION**

**AUTHORIZATION FOR PAYROLL DEDUCTION  
PREPAID VACATION**

To Be Filled Out By Employee

Employee's Name: \_\_\_\_\_  
(Please print full name)

Employee TOWN ID # \_\_\_\_\_ Last 4 digits of SS # \_\_\_\_\_

I hereby authorize the Town of East Hartford to deduct from my earnings a sufficient amount to provide for: 1 2 3 4 5 days prepaid vacation effective January 1, 20\_\_\_\_.

By signing below, I understand and agree to the following:

- I may only purchase up to five (5) days of additional vacation.
- The enrollment period shall be during business days from November 15th to December 15<sup>th</sup> of each calendar year.
- Up to 5 days worth of vacation shall be computed and deducted from my payroll in equal installments over a 52-week period. Deductions will commence on January 1<sup>st</sup>.
- I will first exhaust all prepaid vacation before using any regular vacation for the current calendar year.
- I will use all prepaid vacation within the current calendar year and will not carry over any prepaid vacation into the following calendar year.
- Prepaid vacation will have no impact on my pension calculations.
- I understand my decision is irrevocable. However, in the event of untimely separation from the Town of East Hartford, I will receive payment for any unused prepaid vacation or I will reimburse the Town for any used vacation that was not prepaid.
- I must complete one year of service with the Town of East Hartford to become eligible for this program.
- I understand that all other applicable language in my respective Collective Bargaining Agreement still applies.
- I understand that this authorized deduction applies only for the calendar year referenced above and is *not* automatically renewed.

SIGNATURE: \_\_\_\_\_  
(Employee)

Date: \_\_\_\_\_, \_\_\_\_\_

**Return no later than Dec. 15 to:**

**HUMAN RESOURCES DEPARTMENT  
EAST HARTFORD TOWN HALL  
740 MAIN ST.  
EAST HARTFORD, CT 06108**

Office Use Only



## APPENDIX G - MEMORANDUM OF AGREEMENT

WHEREAS, in 2010, the Town of East Hartford (the "Town") and Teamsters, Local 671 (the "Union")(collectively, the "Parties") engaged in negotiations for a successor agreement to the collective bargaining agreement effective July 1, 2005 through June 30, 2010;

WHEREAS, as part of those negotiations, the Parties modified Article IX of the 2005-2010 collective bargaining agreement which pertains to the health insurance benefits offered to retirees;

WHEREAS, the Parties wish to exempt nine bargaining unit members who will eligible to retire in or before 2019 from the above modifications to the health insurance provisions in the 2007-2010 collective bargaining agreement; and

NOW THEREFORE, the Parties hereby agree to the following:

1. Any bargaining unit members who are eligible to retire on or before December 31, 2019 will retain the current level for retiree health insurance under the same conditions that were available to them prior to the 2010 negotiations. This provision also includes the continuation of the Town's providing and paying for the current Medicare supplemental coverage for the above affected group of eligible employees.
2. Unless the Union is agreeable, there shall be a lockout of any negotiations regarding the above benefits for the above-affected group of eligible employees.
3. Should the Town make any changes to the retiree's health insurance plan that would enhance the above benefits such changes shall not be affected by the lockout provision referenced in paragraph 2, above, and would not preclude the receiving of these benefits by all employees except that the Town cannot remove, alter or change in any way the lockout on retirees health insurance negotiations in paragraph 2, above, or the retirees health insurance provisions of this Agreement.
4. This Memorandum of Agreement was renewed with the ~~2016-2019~~ 2019-2022 contract.

**AGREEMENT**  
**OF THE PARTIES FOR A**  
**WORKING AGREEMENT**  
**BETWEEN**  
**THE TOWN OF EAST HARTFORD**  
**AND**  
**TEAMSTERS LOCAL #671**  
**(Telecommunicators)**

**JULY 1, 2019 – JUNE 30, 2022**



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**WORKING AGREEMENT**  
**Between**  
**THE TOWN OF EAST HARTFORD**  
**And**  
**TEAMSTERS LOCAL #671**

This agreement is entered into by and between the Town of East Hartford, hereinafter referred to as the "Town" and the Teamsters Local #671, hereinafter referred to as the "Union."

**ARTICLE I - RECOGNITION**

- 1.0 The Town recognizes the Teamsters Local #671, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, other conditions of employment and all other benefits derived through contractual negotiations for all Telecommunications Operator, Public Safety, (hereinafter referred to as employees) excluding: supervisors, professionals, uniformed and investigatory employees of the Police and Fire Departments, and excluding all others excluded by the Municipal Employee Relations Act (MERA).

**ARTICLE II - UNION SECURITY**

- 2.0 The Town agrees to deduct monthly Union dues on a weekly basis upon receiving a union authorization form (appendix A) in whatever sum is established by the Union as the regular monthly dues required by the local union's by-laws. If, for any reason, a deduction was not made on the payday in which Union dues are to be deducted, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him or her to bring the membership dues up-to-date. The Union provided authorization form is attached hereto as Appendix A and made a part of this Agreement.
- 2.1 The referenced amounts so deducted provided in 2.0 shall be remitted/mailed to the Union on or before the 7<sup>th</sup> calendar day of the month following the month for which the deductions were made.
- 2.2 The Town's obligation to make such deduction shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement.

Employees may elect to opt out of union member status upon a written and notarized letter, submitted to the Town's Human Resources Director, stating their intentions to opt out of member and revoke pay roll deduction.

- 2.3 During the term of this Agreement, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee terminates, the Town shall

notify the Union and furnish the name and date of termination of the employee.

The Union steward will be provided up to 20 minutes on the clock, provided the orientation/training occurs during his/her normal working schedule. Attendance by the steward shall not cause a disruption of operations and the town shall not claim such disruption in a constructive manner to deny the steward the ability to attend such meeting.

- 2.4 The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that during the term of this Agreement, it will not authorize any strike.
- 2.5 At least one (1) bulletin board shall be reserved at an accessible place for the exclusive use of the Union for posting of official Union notices or announcements within the Police Communications Room.
- 2.6 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 the dues check-off provisions 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 earnings of such employee or employees.
- 2.7 The Town will provide each member of the Union with a copy of this Agreement within thirty (30) days after the signing of this Agreement. A copy of the Personnel Rules and Regulations and Merit System will be made available to each employee upon request with no charge.

### **ARTICLE III - SENIORITY/LAYOFF/VACANCIES**

- 3.0 The Town shall prepare a list of full-time telecommunicators showing their length of service with the Town and deliver same to the Union on or before December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list.
- 3.1
  - a. Seniority shall commence upon the date that the employee begins employment as a Public Safety Telecommunicator in the bargaining unit. The employee's earned seniority shall not be lost because of absence due to illness, pregnancy, maternity leave, bereavement, jury duty, personal leave, or authorized leaves or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence or layoff, but previously accrued seniority rights will not be lost by the employee because of such leave or layoff. When more than one employee is appointed on the same date, seniority shall be determined by their relative positions on the eligibility list, or alphabetically by last name (as of employment date) in the absence of a current eligibility list.
  - b. New telecommunicators shall serve a probationary period of six (6) months after completing the training period but no less than one (1) year, and shall have no seniority rights during this period, but shall be subject to all other provisions of

this Agreement. The Town may extend such probationary period for up to a maximum of six (6) additional months. The dismissal of a probationary employee during probationary period shall not be subject to the grievance procedures. All employees who have completed their probationary period shall be full-time employees and shall acquire seniority as of date of their employment. Probationary employees may be evaluated once each month by their department head or their designee.

- c. Employees who are promoted shall serve a trial period of three (3) months, which may be extended by an additional three (3) months by the Chief. Management shall return an employee to the former pay grade or position if the employee fails to successfully complete the trial period. Employees may be evaluated once each month during trial period. Reduction in grade shall be only for just cause.
- 3.4 When a new position or assignment is created within the bargaining unit, the employee with the highest bargaining unit seniority shall be given first opportunity to fill the position, provided he or she has qualified and has demonstrated the capacity to perform the duties of the position or assignment. If he or she refuses, it shall go to the next senior person who has qualified.
- 3.5 The person appointed to the vacancy or new position and a Union Steward shall be notified, in writing, of the appointment. Notification shall be made not later than forty-five (45) calendar days after the initial posting.
- 3.6 If no employees in the bargaining unit are qualified, the position may be filled through recruitment of applicants from outside the bargaining unit.
- 3.7 Layoffs are permitted when an appointing authority, with the approval of the Mayor, deems it necessary by reason of lack of work or funds, the abolition of the position, material change in the duties or organization which are outside the employee's control and which do not reflect discredit of the service of the employee. Positions in this bargaining unit may be abolished upon recommendation of the Mayor and approval of the Town Council.
- 3.8 a. In the event of a layoff, the employee shall be given at least two (2) weeks' notice in writing, and the layoffs shall take effect as follows:
- 1. Temporary and Seasonal Employees
  - 2. Part-Time Employees
  - 3. Probationary Employees

In the event of further layoffs, they shall occur in reverse seniority within the bargaining unit. (Example: The least senior person in his/her classification within the bargaining unit shall be laid off first etc.)

- b. Employees who are laid off shall have recall rights for a period of twenty-four (24) months from the date of layoff and only to the classification from which the employee was laid off. The last employee in the classification laid off shall be the first employee recalled to that classification. Employees shall have two (2) weeks

from the date the Town sends a notice of recall by certified mail to the employee at their last known address to return to the job, unless there are extenuating circumstances.

- c. During the period of layoff the employee shall have the right to receive any insurance benefits listed under Article IX of this labor agreement, subject to the provisions of COBRA, as amended.

3.9 Laid off employees with the most seniority, in the reverse order provided in Section 3.9 of this Article, shall be rehired first and no new employee, full or part-time, shall be hired until all laid off employees have been given an opportunity to return to work.

3.10 An employee shall lose his seniority rights under any of the following circumstances:

- a. Resignation.
- b. Discharge for just cause.
- c. Failure to report to work within two (2) weeks after due notice by the Town to the employee's last known address to return to work after layoff, provided the employee makes known his desire, in writing, to return within five (5) days.

3.11 For all purposes, except layoff, the seniority rights of the Stewards shall be exactly the same as the seniority rights of all other employees. In the event of a layoff, the Stewards will have super seniority during their term of office.

#### **ARTICLE IV - HOURS OF WORK AND OVERTIME**

4.0 a. Telecommunicators shall work a schedule of five (5) consecutive days on duty followed by two (2) consecutive days off duty, with the exception of agreed shift changes.

- b. The work day shall be eight (8) hours, with one-half (½) hour paid meal break. The meal break may be combined with one fifteen (15) minute break per Section 10.1. The meal break shall not be taken during either the first or last hour of the employee's shift.

4.1 a. Hiring of overtime shifts shall be fairly distributed within the Bargaining Unit to all qualified members. Hiring of overtime shifts will be distributed equally with an agreed upon method of hiring between the Bargaining Unit members and the Department Head.

- b. Overtime work, when required, will be offered to qualified full-time employees within the bargaining unit only.

- c. When overtime is required to fill a vacant shift or fill other demands of public service, all eligible employees shall first be polled for voluntary acceptance of the opening. If no volunteers are found, the vacant shift shall be split into two (2) four-hour segments. The on-duty Telecommunicator with the least number of



total overtime hours during the calendar year shall be required to extend his/her shift by four hours to fill the first portion of the vacant shift. The second portion of the vacant shift shall be filled by the employee scheduled for the succeeding shift who has the least number of total overtime hours during the calendar year. In the event that employee cannot be contacted, the next scheduled employee on the successor shift with the least number of total overtime hours shall be called, until the position is filled. Seniority, from least to most, shall be used to determine eligibility in the event of equality of total overtime hours.

- d. Employees may voluntarily work sixteen (16) consecutive hours in conjunction with a mandatory eight (8) hour rest period, however, no employee shall be ordered to work in excess of twelve (12) consecutive hours except that if no employee from the successor shift can be contacted, the employee from the preceding shift may be required to work the full shift. In no case shall an employee be required to work more than sixteen (16) consecutive hours.
- e. If an employee has worked twenty-four (24) hours of voluntary or involuntary overtime in five (5) consecutive calendar days, he/she will not be eligible to be ordered in for involuntary overtime in the five (5) day work period.

4.2 a. Telecommunicators shifts are as follows:

A Squad	23:30 hours to 07:30 hours
B Squad	07:30 hours to 15:30 hours
C Squad	15:30 hours to 23:30 hours

SEE APPENDIX B FOR ROTATION OF THIS SCHEDULE

Employees shall be paid an hourly differential of ten percent (10%) of their hourly base rate for each hour that they work on third shift. The third shift differential shall apply to all hours paid or worked, including temporary assignments to third shift.

- b. Overtime at the rate of one and one-half (1.5) times the regular hourly rate shall be paid for each quarter hour or more worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. Overtime will be paid at double time rate when it is performed on the holidays listed below.

Contractual Holidays:

New Year's Day	January 1st
Martin Luther King Birthday	Federal Observance
Lincoln's Birthday	Federal Observance
Washington's Birthday	Federal Observance
Good Friday	Federal Observance
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	Federal Observance
Columbus Day	Second Monday of October
Veteran's Day	Federal Observance
Thanksgiving Day	4th Thursday in November

Christmas Day

December 25th

- c. For the purposes of pay computation, the pay period begins on Sunday and ends the following Saturday.
  - d. The Town shall have the right to require overtime work consistent with the needs of public safety and service. When conditions require the prompt and urgent mobilization of public safety employees to respond to emergencies (including but not limited to fires, floods, natural disasters, strikes and demonstrations), the Chief of Police shall have the right to order a full or partial mobilization of Telecommunicators without regard to any method of equalization of employee overtime or any overtime rotational hiring scheme or method.
- 4.3 Until a probationary employee has completed required training and has been certified by the Chief to work independently, the employee shall not be eligible for overtime shifts, nor subject to ordering in.
- 4.4 Compensatory time shall not accumulate to more than twelve (12) working days, or ninety-six hours. Compensatory time off will be taken at the mutual convenience of the employee and the department head, as far as practical. In the case of conflict, the department head taking into account seniority will have the final authority, subject to the provisions of the Grievance Procedure.
- Compensatory time may be accrued at the employee's discretion at the rate of one and one-half (1-1/2) hours for each hour of overtime worked subject to the following rules:
1. Maximum accrual twelve (12) days (96 hours)
  2. Any employee who reaches the maximum of 96 hours will thereafter be paid overtime for any work in excess of 8 hours per day or 40 hours per week for as long as he/she has 96 hours compensatory time accrued.
  3. No employee's accrual will be allowed to exceed the 96 hour limit.
- 4.5 Any employee called in to work outside the regular schedule shall be guaranteed a minimum of four (4) hours work, or pay for actual time worked if by mutual agreement.
- 4.6 Shift Swaps will be administered according to the following procedures:
- a. All exchanges must be requested in advance in writing and be approved or disapproved by the Chief or his/her designee.
  - b. Once a swap has been approved, the responsibility for the shift rests with the employee now scheduled to work. If the employee(s) becomes ill and cannot work, he/she shall be charged with the sick time deduction and the shift will be processed as any other open shift. Any and all types of approved time off will be deducted from the employee taking responsibility for the shift.

**ARTICLE V - HOLIDAYS**

5.0 Bargaining unit members will receive a lump sum equivalent to seven percent (7%) of their base salary as holiday compensation. This lump sum payment will be based upon the rates of pay effective on December 1 and shall not become part of base pay.

The seven percent (7%) lump sum holiday compensation will be paid annually in the first pay period in December.

The seven (7%) percent lump sum holiday compensation shall be prorated on a monthly basis for bargaining unit members who are hired or who voluntarily separate from employment during the course of the year, regardless of the specific date on which such hiring or voluntary separation occurs. For example, if an employee works 6 of the 12 contractual holidays he/she would be compensated 6/12<sup>th</sup> (i.e., 1/2) of the lump sum holiday compensation. For purposes of this Section, termination during an employee's probationary period shall not constitute involuntary separation barring the employee from receiving the prorated holiday compensation.

5.1 Any unanticipated holiday or day of mourning declared by the Mayor and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit by payment of an additional day's pay.

**ARTICLE VI - VACATIONS**

6.0 a. All full-time employees shall be entitled to vacation leave with pay, however, vacation time shall not be granted to any new employee with less than six (6) months of service with the Town. Upon appointment, new employees will accrue vacation time at .83 days per month of service. Any unused vacation time accrued prior to the first January 1<sup>st</sup> will be posted as the employee's annual accrual on the first January 1<sup>st</sup> following appointment. Following the first January 1<sup>st</sup>, employees will no longer accrue vacation time monthly and shall accrue vacation time as outlined below. Upon reaching January 1<sup>st</sup> following one full year of service, employees shall accrue vacation time on January 1<sup>st</sup> in the following manner:

<u>Number of Full Years of Service to be Completed Within the Calendar Year</u>	<u>Number of Vacation Days</u>
Following 1 Full Year to 4 years	10
5 through 9 years	15
10 through 14 years	20
15 years	21
16 years	22
17 years	23
18 years	24
19 or more years	25

6.2 Requested vacation periods will be granted by the Deputy Chief or his/her designee with

due consideration to both the wishes of the employee and the public safety and public service needs of the Department.

- 6.3 Vacation requests submitted prior to March 1st of each year shall be processed in the following manner:

Priority will be given to vacation requests which exceed four (4) work days. Priority will then be given to seniority (i.e., in order to exercise seniority, a senior employee must request more than four days if the same days have been requested by a junior employee requesting more than four days). In all other cases, seniority shall prevail. A master calendar indicating approved vacations shall be posted no later than March 15<sup>th</sup> of each year. Vacation requests submitted on or after March 1 shall be processed on the basis of (1) date of submission, (2) duration (3) seniority.

- 6.4 When an employee has no sick leave available, he/she may elect to use vacation leave as sick leave.
- 6.5 When an employee is separated from Town service, he/she shall be paid his/her pro-rata accumulated vacation leave and compensatory time to a maximum of forty (40) vacation days and ten (10) compensatory days. In the event of an employee's death, such payment shall be made to his/her dependent survivor or estate if there is no dependent survivor. Such payment will be made within two (2) weeks of the date of the employee's death, in a lump sum, provided it does not cross the fiscal year. In the event that it does cross the fiscal year, payment will be made in two (2) installments.
- 6.6 The maximum accumulation of vacation leave permitted is fifty (50) days; however, no vacation beyond forty (40) days will be paid by the Town at retirement or separation. No vacation leave may be used during the sixty (60) days prior to retirement.
- 6.7 Once vacation leave is granted, such leave shall not be canceled unless there exists a demonstrated need resulting from an actual or imminent public safety emergency.
- 6.8 In the event of illness of a minimum of two days during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick time provided a doctor's note is given to the department head.
- 6.9 Employees shall have the opportunity to purchase, via weekly payroll deductions, up to five (5) additional vacation days per calendar year. The Authorization for Payroll Deduction Form (Appendix F) for the Prepaid Vacation Program must be received in Human Resources, Town Hall, no later than 4:30 p.m. on December 15<sup>th</sup> of each year to be eligible for Prepaid Vacation for the coming calendar year.

## **ARTICLE VII - LEAVE PROVISIONS**

### **Section 7.0: Sick Leave:**

All employees shall earn paid sick leave at the rate of 1-1/4 days per month with no maximum on accumulation. Sick leave with pay may only be used for the employee's recovery from personal illness or injury, or to permit the employee's absence for a reasonable period to make

arrangements to care for a member of the immediate family.

- a. Accrual of earned sick leave credits will continue while employees are absent from work due to vacation, injury, or illness, except for unpaid leave.
- b. In exceptional cases, the Human Resources Director, with the advice of the department head, may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and signed by the employee, when possible.
- c. Sick leave with pay will not be granted for recuperation from illness or injury which is directly traceable to employment by another employer.
- d. Two accrued sick days may be taken as sick/personal days at a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during working hours. Use of this time will not interrupt the earning of Earned Days (see 7.0g below).
- e. It shall be the responsibility of the employee to notify the department or division head in advance of sick leave usage, if possible, and in any event not later than one hour prior to the commencement of the shift. If the absence exceeds five (5) working days, or when an employee's attendance shows frequent or habitual absence because of claimed sickness, the employee shall provide the department head with a doctor's certificate on the approved form (Appendix D) within three (3) working days unless there are extenuating circumstances that prevent the doctor, APRN or Physician's Assistant from providing such certificate within that time period.
- f. It shall be the responsibility of the department head to maintain accurate up-to-date leave records for his/her employees. Once every calendar year in the month of January, the department head shall notify all employees of the amount of vacation and sick leave to their credit.
- g. For every calendar quarter of perfect attendance, an employee shall earn one (1) Earned Day. Maximum accrual of earned days shall be eight (8) days. A continuous absence commencing in one (1) calendar quarter and continuing into another quarter will break the perfect attendance for the initial quarter only. Perfect attendance, for the purpose of this article, shall mean no time taken for tardiness, sick leave, unauthorized leave, authorized leave without pay, or disciplinary suspension. Earned Days shall be used at times mutually agreeable to the employee and department head. Requests for Earned Day usage shall not be unreasonably denied. The Town will not provide payment to any employee who wishes to cash in unused earned days upon retirement or voluntary/involuntary termination.
- h. If an employee has unused sick leave at the time of his/her retirement, he/she shall be paid in a lump sum for each day of unused sick leave up to a maximum of ninety (90) days.

**Section 7.1: Special Leave With Pay:**

- a. **Personal Leave:** Employees shall be entitled to three (3) days personal leave each



calendar year to be used at the mutual agreement of the employee and the department head taking into account the staffing needs of the department. Personal leave days requested less than sixteen (16) hours in advance may be granted at the discretion of the Department Head. Personal leave will be approved in the following manner: (1) date of submission, (2) duration, (3) seniority. In the case of conflict, the Department Head taking into account seniority will have the final authority; subject to the provisions of the Grievance Procedure. These days are non-accumulative from calendar year to calendar year. However, should operating needs require the Department Head to deny usage of any of the three (3) personal leave days, such day(s) shall be carried over and utilized within the first thirty-one (31) days of the following calendar year. Unused carryover personal leave balance as of February 1 will be paid to the employee.

- b. **Workers' Compensation:** The Town will comply with all applicable state legislation relating to Workers' Compensation.

Whenever an employee shall be absent because of a Town service connected injury or occupational disease he/she will be compensated under the provisions of the Workers' Compensation Act. Such absence will not be charged against accrued sick leave. In addition to payments received under the Workers' Compensation Act, any employee with six (6) months of continuous service shall receive a supplemental payment from the Town, equal to the difference between his take-home pay (gross pay less deduction for pension, income tax and FICA) and the payments received under the Workers' Compensation Act for up to one year or maximum improvement, whichever comes first.

Current employees as of the ratification of this agreement shall continue to be eligible for the supplemental payments described above for up to two (2) years in accordance with the terms of the 2010-2013 agreement.

In those cases wherein the disabled employee receives damages or awards through litigation or settlement against third parties, he/she will reimburse the Town for monies received during such absence.

The Corporation Counsel is authorized by the Town to negotiate anything less than the full amount of such reimbursement, subject to approval by the Town Council.

Employees shall report all on-the-job illnesses and injuries, in accordance with Workers' Compensation Laws. The Town shall post prominently a notice designating the authority to which employees shall report illness and injuries.

- c. **Jury Duty:** The Town agrees to comply with Connecticut General Statutes, as amended from time to time, to determine compensation for employees required to report for jury duty.
- d. **Funeral Leave:** Three (3) days of special leave with full pay, between the date of death and the date of the funeral inclusive, shall be granted for death in the employee's immediate family. Immediate family, for purposes of this section, is defined as parents, step-parents, grandparents, spouse, brother, step-brother, sister, step-sister, child, step-child, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, and any other relative that is domiciled in the employee's household.

- e. **Military Leave:** Employees shall be granted leave with full pay at current base rate for the purpose of attending training camps for Reservists or National Guard members provided:
  - o Military pay and wages paid by the Town together do not exceed the employee's regular wages, and the Town shall be reimbursed for any overpayment.
  - o Such summer training periods do not exceed two weeks.
- f. **Education Leave:** Employees may be granted leave with pay to permit participation in education or training courses which enhance the employee's value to the Town. An advance request for the above leave must be in writing and must have approval of the department head and the Mayor.

### **Section 7.2: Family Medical Leave:**

Employees have certain rights and responsibilities under the Federal Family and Medical Leave Act ("FMLA"). These rights and responsibilities are posted on Town bulletin boards and available through the Human Resources Department. If the employee has questions concerning FMLA, he/she should contact the appropriate supervisor, manager, or Human Resources Department.

The Town will comply with all of the terms of FMLA. These terms include but are not limited to the following:

- a. Pursuant to FMLA, employees may choose, or the employer (i.e. Town) 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 (unless it violates any workers' compensation law) the substitution of accrued paid vacation or accrued paid personal leave for any of the situations covered by FMLA. Notwithstanding the above, the employee has the right to retain 2 weeks of accrued paid vacation time.
- b. To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing or verbally to their department head so that the Town can determine if FMLA-qualified leave will be granted.
- c. The Town may require medical certification to document the reason for the leave, where provided by law.
- d. 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.
- e. 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.
- f. Employees, where authorized by law, may be required to provide a "fitness for duty" certification upon return to work

**Section 7.3: Unpaid Leave of Absence**

The Human Resources Director, with advice of the department head, may grant a leave of absence without pay for a period not to exceed one (1) year, provided such leave may not be taken for the purpose of seeking or performing other employment, and provided the employee has previously exhausted all accumulated leave. Requests for such leave shall be made in writing to the Human Resources Director and shall include a statement of the reasons for the leave and proposed length of the leave.

- a. During the period of leave without pay, except for military leave, the employee shall not be credited for length of service, and shall not be credited with time for the purposes of accruing sick leave, vacation leave, or Personal Days.
- b. Except as provided for in 7.3.d.2 below, an employee shall be reinstated from unpaid leave of absence to any position for which he/she qualified that is comparable to the position the employee last held with the Town, but without any preferred status from his/her prior employment.
- c. Any employee who is on an unpaid leave of absence shall not be paid for any holidays or sick leave during the period of absence. Authorized unpaid leaves of absence for one (1) month or less will not be used as a basis for reducing employee benefits or seniority.
- d. The Town will comply with the terms of Uniformed Services Employment and Reemployment Rights Act.
  - 1. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized Reserves.
  - 2. Upon returning from extended active military service, an employee shall be reinstated to his former job, or one of like rank, and shall receive credit for the yearly increments awarded, if any, during his/her absence for military service, provided that he/she reports for work within ninety (90) days of his discharge from military service. The Human Resources Director will so notify, in writing, all employees entering extended active duty in the military service.
  - 3. The Town will give credit to the employee for time spent in military service for retirement purposes.
  - 4. The employee's accumulation of sick leave upon leaving for extended active duty in the military service shall be retained to his/her credit when he/she returns.

**ARTICLE VIII - WAGES AND BENEFITS**

8.0 The compensation plan shall be made a part of this Agreement and attached hereto as Appendix C.

Wages:	Retroactive to 7/1/19	2.0%
	Effective 7/1/20	2.0%

Effective 7/1/21

1.25%

8.1 Employees shall advance one step as follows on their anniversary date:

Step 1	Hire
Step 2	1 year
Step 3	2 years
Step 4	3 years
Step 5	4 years

8.2 Employees required to use a privately-owned automobile for the conduct of Town business shall be reimbursed, once a month, for all mileage driven at the published I.R.S. rate.

8.3 No employee will be paid more than the maximum, nor less than the minimum listed for his/her position grade.

8.4 All employees shall be paid by direct deposit and shall receive paperless paycheck stubs by electronic mail.

#### **ARTICLE IX - INSURANCE AND PENSION**

9.0 *Health Insurance Coverage for Active Employees:* Active employee insurance benefits are outlined in Appendix E.

9.1 *Health Insurance Coverage for Retired Employees:*

- a. "Retired employee" shall mean a former employee who was continuously employed by the Town until commencement of a pension benefit, who has met the requirements for a normal or disability retirement as defined by the pension plan. "Vested benefit recipient" shall mean any former employee who terminated service after meeting the requirements for vesting under the pension plan.
- b. For employees who retire on or before December 31, 2010, the Town shall provide and pay for upon retirement the Preferred Provided (PPO) Plan with Managed Care provisions and Full Service Prescription Drug coverage. Effective July 1, 2017, the retiree PPO will be replaced with a High Deductible Health Plan. The HDHP will have deductibles of \$1500/\$3000. There will be no Town seed.

For retirees who reach the age at which they become eligible for Medicare, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage. Major Medical coverage will be offered provided that the retiree pays 100% of the premium. Employees who retire on or after January 1, 2011 will be subject to the following:

- i. Employees who retire at 55 years of age or under will pay 50% of the cost of employee-only insurance coverage until the employee reaches the age at which he or she becomes eligible for Medicare;

- ii. Employees who retire at 56 through 59 years of age will pay 25% of the cost of employee-only insurance coverage until the employee reaches the age at which he or she becomes eligible for Medicare;
- iii. Employees who retire at 60 through 64 years of age will pay 0% of the cost of employee-only insurance coverage until the employee reaches the age at which he or she becomes eligible for Medicare.
- iv. The Town shall cease providing and/or paying for any and all health insurance coverage when the retired employee reaches the age at which he or she becomes eligible for Medicare.

9.2 *Health Insurance Coverage for Retired Employees' Spouses:*

- a. The term spouse shall mean the retired employee's husband or wife who shall have been living with the employee as his or her husband or wife at the time of the employee's retirement.
- b. For employees who retired between January 1, 1983 and December 31, 2010, inclusive, the Town shall provide and pay for the insurance benefits as described in Section 9.1 b for the retired employee's spouse, under the following circumstances:
  - i. The retired employee must attain age 60 before his/her spouse will be eligible for this coverage.
  - ii. If the retired employee remarries, the new spouse will not be eligible for this coverage.
  - iii. 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. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his pension check commencing with his 60<sup>th</sup> birthday, all coverage to the spouse shall cease and not be reinstated.
  - iv. When the retired employee's spouse reaches the age at which he or she becomes eligible for Medicare, the Town will pay 100% of the premium for Parts A and B Supplemental coverage.
  - v. 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, as determined by the Town, from his/her pension check.
- c. For employees who retire on or after January 1, 2010, the Town shall provide for the insurance benefits as described in Section 9.1 b for the retired employee's spouse, under the following circumstances:

- i. If the retired employee remarries, the new spouse will not be eligible for this coverage.
- ii. Payment for such spousal benefits shall be subject to the following:
  - Employees who retire at 55 years of age or under will pay 100% of spousal coverage until the spouse reaches the age at which he or she becomes eligible for Medicare;
  - Employees who retire at 56 through 59 years of age will pay 75% of spousal coverage until the spouse reaches the age at which he or she becomes eligible for Medicare;
  - Employees who retire at 60 through 64 years of age will pay 50% of spousal coverage until the spouse reaches the age at which he or she becomes eligible for Medicare.
  - The Town shall cease providing and/or paying for any and all health insurance coverage when the employee's spouse reaches the age at which he or she becomes eligible for Medicare.
- iii. This premium shall be deducted from the retired employee's monthly pension check. If such deduction is not made continuously from his or her first pension check all coverage to the spouse shall cease and not be reinstated.
- iv. When the retired employee dies, all coverage to his or 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.

9.3 Each retiree will be provided with a five thousand dollars (\$5,000)-life insurance policy.

9.4 The employee Retirement Plan shall be a part of the Agreement and annexed thereto.

9.5 Other Post-Employment Benefits ("OPEB"). All employees hired on or after July 1, 2020, shall contribute one percent (1.0%) of their annual base pay (not including overtime) towards the Other Post-Employment Benefits ("OPEB") Trust. This employee contribution shall be on a pre-tax basis. Employees required to contribute to the OPEB Trust are not required to make an employee contribution towards employee-only retiree insurance; these employees are, however, required to make contributions towards any spouse and/or dependent insurance.

#### **ARTICLE X - SAFETY AND HEALTH**

10.0 A Safety Committee consisting of two members representing the Union and two members representing the Town shall be appointed and said committee shall meet with the Town to review and recommend safety and health conditions.



- a. An advisory committee will be developed upon the signing of this contract which will consist of two (2) Union members and the Chief of Police or his/her designee. This committee will meet monthly at a mutually convenient time and location to discuss matters of mutual interest to include, but not limited to, staffing, policy and procedures of the Communication Center.
- 10.1 An employee may be away from his/her work station for a maximum of thirty (30) minutes during the workday for breaks. One fifteen (15) minute break may be combined with the meal break.
- 10.2 The Town shall provide each employee with a proper identification card which will include photo and other data for identification purposes where there is a demonstrated need.

#### **ARTICLE XI - SAVINGS CLAUSE**

- 11.0 If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of the adopted provisions contained herein, separately and apart from the other.

#### **ARTICLE XII - MANAGEMENT RIGHTS**

- 12.0 Except as specifically abridged or modified by any provision of this Agreement, the Town will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including but not limited to the following:

Determine the standards of selection for employment; direct its employees; take disciplinary action; issue rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; and fulfill all of its legal responsibilities. The above rights and prerogatives are inherent in the Town Council and the Mayor by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement, but the manner of exercises of such rights may be subject to the grievance procedure described in this Agreement.

#### **ARTICLE XIII - GRIEVANCE PROCEDURE**

- 13.0 In order to insure fair and equitable treatment of all employees of the Department, there is hereby established a formal procedure to permit discussion and resolution of all grievances.
  - a. Definition of a grievance shall be as follows:

1. Discharge, suspension or other disciplinary action.
  2. Unequal application of contract provisions.
  3. Interpretation and application of the rules and regulations and policies of the Police Department.
  4. Matters relating to the interpretation and application of the articles and sections of this Agreement.
- b. The written grievance shall include:
1. A statement of the grievance and facts involved.
  2. The alleged violation of a specific provision of this Agreement.
  3. The remedy requested.
- 13.1 Any employee may use this grievance procedure with or without Union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.
- 13.2 Step 1 Any employee who has a grievance shall, within ten (10) calendar days of the occurrence or event giving rise to the grievance, reduce the grievance to writing and submit it to the Chief, or his designee. The Chief's, or his designee's, decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within fourteen (14) calendar days of receiving the grievance. If this does not resolve the problem, it may be processed to Step 2. At the option of the grievant, grievances involving discharge, suspension or demotion following disposition by the Chief of Police, may be processed beginning with Step 2.
- 13.3 Step 2 If the grievance has not been settled, it shall be presented in writing to the Human Resources Director within ten (10) calendar days after the decision of the Chief of Police, or his designee, is received. If he so determines, the Human Resources Director, or his designated representative, shall meet with the interested parties no later than ten (10) calendar days after the receipt of the grievance and, in any case, shall render his decision in writing within fifteen (15) calendar days of the receipt of the grievance. If this decision does not resolve the dispute, then the question may be processed to Step 3.
- 13.4 Step 3 Upon mutual agreement, both parties may petition the State Board of Mediation and Arbitration to appoint a mediator. This request must be made within ten (10) calendar days of the transmittal of the written decision in Step 2. Should mediation fail to resolve the question, then it may be processed to Step 4 within ten (10) calendar days.
- 13.5 Step 4 Either party may request the State Board of Mediation and Arbitration to provide arbitration services within fifteen (15) calendar days following a

decision or recommendation at the preceding step.

- a. The decision of the arbitrator shall be final and binding on both parties.
  - b. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. He shall have no authority to add or subtract from this Agreement. Nothing in this Agreement shall be interpreted so as to limit the authority of the Superior Court to determine the question of arbitrability.
  - c. The cost of the arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties as individuals shall be borne by the party incurring the cost.
  - d. Use of AAA. Notwithstanding the foregoing, within ten (10) calendar dates following receipt of notice of filing for arbitration, either party may exercise its right to transfer the arbitration proceedings to the American Arbitration Association (AAA). Arbitration(s) transferred to AAA will be administered by and under the rules of the AAA. The cost of the arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties as individuals shall be borne by the party incurring the cost.
  - e. Expedited Arbitration. The parties may agree to the utilization of an expedited arbitration system following Step 2 for cases of unpaid suspension and any other cases mutually agreed by the parties. Cases designated by the parties to be heard in expedited arbitration will be scheduled for hearing as agreed to by the parties. A mutually agreed single arbitrator shall be utilized in accordance with the procedures of the contractually provided arbitration forum. All other provisions of this Agreement concerning grievances and arbitration shall apply to expedited cases.
  - f. Failure by any representative of the Town of East Hartford to take action within the time limit prescribed in this Grievance Procedure shall constitute a denial of the grievance on the last day allowed for such action by the representative of the Town, and the grievant or the Union shall be permitted to proceed to the next level on the basis of such denial. Failure by the grievant or the Union to proceed to the next level within the prescribed limits at any level of the procedure shall constitute acceptance of the decision rendered at the last level of the Grievance Procedure. However, all time limits expressed herein may be waived by mutual written agreement.
- 13.6 Telecommunicators, not to exceed three (3) members of the Union, as shall be designated by the Union for the purpose of contract negotiations shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Stewards, not to exceed two (2) members of the Union, as shall be designated by the Union for the purpose of adjusting grievances shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

- 13.7 The Union shall furnish the Town with a list of its Stewards, and shall, as soon as possible, notify the Town, in writing, of any change therein. Such notification shall be sent to the Human Resources Director, Town Hall, East Hartford. No Steward shall be recognized by the Town until such written notification of his/her appointment shall be received by the Town from a duly authorized officer of the Union.
- 13.8 In addition to those specified, the Union or the Town may at Step 3 and 4 of the grievance procedure, have other representatives present during the presentation of grievances, provided either party shall so advise the other a reasonable period in advance of such hearing.
- 13.9 a. Complaints Against Telecommunicators  
Telecommunicators who are employed in the Police Department shall be entitled to receive a copy of any citizen's complaint or internal complaint against such Telecommunicator immediately upon conclusion of a preliminary inquiry by the Chief of Police or his designee. Under normal circumstances, such preliminary inquiry shall be concluded within thirty days from receipt of such complaint.
- 13.9 b. Rights of the Telecommunicator  
If an investigation is commenced by Internal Affairs, such investigation shall commence upon conclusion of the preliminary investigation and upon the signing of an Internal Affairs complaint by the Chief of Police. Under normal circumstances, the investigation by the Internal Affairs Division shall be concluded within sixty (60) days from the signing of an Internal Affairs complaint by the Chief. In extenuating circumstances, extensions of up to ninety (90) days each shall be permitted for the completion of the Internal Affairs investigation, with notice to a Union Steward.
- 13.9 c. Right to Union Representation  
If the Telecommunicator so desires, a Union representative may be present during any questioning which he/she reasonably believes may lead to disciplinary action against such Telecommunicator.
- 13.9 d. Upon completion of any investigation a letter shall be sent to the bargaining unit member notifying him/her that the investigation was completed, which rules, if any, he/she is alleged to have violated, the date and time set for any administrative hearing and enclosing a copy of all reports and other information obtained in any investigation. The affected employee and the Union shall be notified in writing of the outcome of the investigation within thirty (30) days of the hearing.
- 13.10 a. Internal Investigation Procedures  
Whenever a Telecommunicator is under investigation for any reason which may lead to disciplinary and/or criminal charges, such investigation shall be conducted in the following manner:  
  
Any questioning of the Telecommunicator shall be conducted at a reasonable hour, unless the seriousness of the allegation, as determined by the Chief of Police, warrants an immediate response, with payment in accordance with Article IV.

- 13.10 b. Telecommunicators will never be subject to the "East Hartford, Connecticut Police Department Rules and Regulations."
- 13.10 c. No employee of the bargaining unit shall be disciplined for refusing to submit to a polygraph test.

**ARTICLE XIV - DISCIPLINE**

- 14.0 a. The following types of disciplinary action may be invoked against employees. They may be independently invoked.
  - 1. Reprimand  
An appointing authority shall report any verbal or written reprimand as a part of the employee's service record by the forwarding of a written memorandum to the Human Resources Director for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee and to a Union Steward. Such reprimand shall remain a part of the employee's service record.
  - 2. Suspension  
An appointing authority may, for disciplinary purposes, suspend, without pay, any employee under his control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve (12) successive months shall be deemed a dismissal and be so treated.
  - 3. Dismissal  
An appointing authority may dismiss for cause any employee under his control occupying a position subject hereto when he considers that the good of the service shall be served thereby.
- 14.0 b. All suspensions and discharges must be given in writing with reasons stated and a copy given to the employee and the Union at the time of the suspension or discharge.

Depending on the offense, disciplinary action may include, but not be limited to, verbal and/or written warnings, suspension, and discharge. Progressive discipline shall be applied when appropriate. No employee shall be discharged or suspended without just cause. Disciplinary action normally shall follow in this order:

  - A. Verbal Warning
  - B. Written Warning
  - C. Suspension
  - D. Discharge
- 14.0 c. Employees shall not be discharged without just cause. The following shall be sufficient causes for reprimand, suspension, or discharge though such action may be for causes other than those enumerated:

1. Willful violation of the Provisions of the Charter.
2. Incompetence or inefficiency in the performance of the duties of the position to which the employee has been appointed.
3. Wanton carelessness or negligence in the use and the care of Town property.
4. Habitual tardiness or absence from duty which results in unsatisfactory attendance. Unsatisfactory attendance is evident when the sum of days of unscheduled absence is greater than 15 in a twelve-month period. Potentially unsatisfactory attendance may be sufficient cause for a verbal warning. Employees shall have the right to utilize the grievance procedure pertaining to this Article.
5. Conviction of a felony or misdemeanor involving moral turpitude.
6. Intoxication on duty.
7. Conduct which reflects unfavorably upon the Town service.
8. Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.

#### **ARTICLE XV - CONVENTION LEAVE**

- 15.0 Duly appointed Union members shall be entitled to leave with pay to conduct Union business, such as Council meetings, Conventions, and training. The total amount of Union business leave shall not exceed forty-eight (48) hours in any year. Leave may be taken in increments of one (1) hour.

#### **ARTICLE XVI - RIGHT TO REVIEW**

- 16.0 Each employee shall have the right to see and review his or her personnel file upon request by appointment with the Human Resources Director or his/her designee. The Town shall provide copies of all materials in the file upon request of the employee. Employees may request that the Town correct inaccurate or incorrect material. Failing mutual agreement, the employee shall have the right to respond and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection.
- 16.1 Each employee will be given copies of any evaluation reports placed in the employee's personnel file.

#### **ARTICLE XVII - NON-DISCRIMINATION**

- 17.0 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic



information, marital status, veteran status, Union membership or other legally protected category.

### ARTICLE XVIII - MISCELLANEOUS

- 18.0 a. Training  
The Town agrees to abide by the State Laws governing the certification and re-certification of Public-Safety Telecommunicators according to Connecticut General Statutes in a timely manner.
- b. Any Telecommunicator of the Police Department attending in-service training school during his/her regularly scheduled working hours with the knowledge and consent of the department head shall be granted time off from his/her regular duties and be compensated at his/her regular rate. The Chief or his designee shall make all in-service training assignments. The Town shall reimburse the Telecommunicator for mileage associated with such training at the current I.R.S. rate.
- c. Notices of job related training schools and in-service training which may be available, shall be posted in the Department. The Chief or his designee shall approve/disapprove all training and service assignments.
- 18.1 The Town agrees that past practices as defined by rulings of the Connecticut State Board of Labor Relations (CSBLR), will be maintained unless changed by the terms of this Agreement.
- 18.2 There shall be no alteration, variation, or amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties.
- 18.3 Access to Premises  
The Union's representatives or authorized officers shall be permitted to confer with the employees on the premises of the employer; however, conferences shall not interfere with the normal operations of the department. The Union's representative will report to the Watch Commander.
- 18.4 Court Time  
Any employee of the bargaining unit required to testify in court as a witness for the Town or in a civil action related to his/her employment with the Town, or appear at an attorney's office for the purpose of trial preparation as a result of his/her employment with the Town or appear as a witness in a criminal matter at the request of the State or Federal prosecuting attorney as a result of his/her employment with the Town shall be paid in accordance with Article IV.
- 18.5 The Town shall reimburse any Telecommunicator for loss or damage of clothing and/or personal property suffered in the performance of duty if due to negligence on the part of the Town. Such claim for loss must be supported with reasonable proof of loss and of the value of the clothing and/or property. Reimbursement shall not exceed \$300.00.
- 18.6 All requests for any form of authorized leave, including but not limited to requests to use

accrued vacation leave, jury duty, earned days, military leave and compensatory time, must be submitted not later than sixteen (16) hours prior to the starting time of the work shift to which the request applies. This shall not apply for the requesting of emergency sick leave, family sick leave or funeral leave. When reasonably possible, notification of an absence due to illness or injury must be submitted not later than twelve (12) hours prior to the starting time of the work shift to which the request applies. If an employee's absence due to illness or injury will not result in additional overtime to the Telecommunicators operation, the twelve (12) hour notice will not be required.

- 18.7 No more than two (2) members of any shift may be absent on the same day due to the use of accrued leave other than sick leave, jury duty, funeral leave, or military leave.
- 18.8 Each employee shall be eligible for tuition reimbursement of up to \$300.00 per semester or quarter not to exceed \$600.00 per contract year after successful completion of graduate or undergraduate courses or programs at a recognized college or university directly related to the position the employee holds with the Town. Reimbursement will be made upon the employee providing evidence of satisfactory completion of the approved course and a receipt for the tuition paid. Any employee who has been compensated under this Section and who does not remain an employee for a minimum of two (2) years after receiving such compensation will reimburse the Town for any or all monies paid to the employee under this Section during the preceding two (2) years.
- 18.9 Employees who are certified as Communications Training Operators (CTO) shall be paid an hourly differential of thirty percent (30%) of their hourly base rate for each hour or portion of an hour that they spend in direct training of a TOPS trainee.

To qualify for the differential, the CTO must:

- b. Be currently certified as a CTO by the Association of Public Safety Communications Officials;
- c. Be assigned on a daily basis by the Police Chief or his/her designee to work directly with a trainee as a CTO;
- d. Document the time spent providing training as a CTO and submit the documentation as required by the Department;
- e. Demonstrate continuing effectiveness in training as judged by Department management;

The time spent by employees acquiring or maintaining the CTO certification will not be subject to payment of the differential.

Reasonable time spent by the CTO in completion of required documentation regarding a trainee's progress will be subject to payment of the differential.

A CTO will be assigned to trainees one-on-one. CTO assignments will be made first on a voluntary basis. In the absence of volunteers, a CTO will be assigned to a trainee by Department management. When more than one person volunteers for an assignment, the

CTOs will be alternated throughout the trainee's training period.

The Chief or his/her designee shall have the authority to cancel this program based on the Department's needs.

18.10 The Town will provide six (6) sets of uniforms (long or short sleeve polo shirts and pants) for employees. All Telecommunication Operators will wear dark "5.11" pants, "Dockers", or similar style long pants as long as they fit properly. The Chief or his designee may periodically review this matter to ensure the pants are in accordance with the established understanding between the parties. The employees will be responsible for keeping the uniforms neat, clean, in good repair and well pressed at all times. Employees can turn in uniforms that have excessive wear or damage from normal use. Employees shall be required to wear uniforms that have been selected by the Town, as a condition of employment, and they shall be subject to, and must comply with, the uniform and appearance policy and standards prescribed by the Chief of Police. No employee, while in uniform, shall wear any item not specifically authorized by the Chief of Police. The Chief of Police or his designee may modify the dress guidelines (on a case by case basis) due to medical or other special circumstances.

18.11 The Town will establish a performance evaluation system, which includes the following:

- East Hartford Public Safety Communications Performance Appraisal Process, APCO Standards
- East Hartford Performance Appraisal Form
- East Hartford Performance Appraisal Policy and instructions

#### **ARTICLE XIX - DURATION**

19.0 (Amend.) This Agreement shall be effective as of the first day of July 2019 and shall remain in full force and effect until the 30th day of June 2022, except that it may be amended at any time by mutual agreement, or upon the anniversary date of said Agreement by giving to the other party not less than one hundred twenty (120) days' written notice of intention to negotiate a successor agreement.

**IN WITNESS WHEREOF, the parties have caused their names to be signed on this**

\_\_\_\_\_  
**FOR THE  
TOWN OF EAST HARTFORD**

\_\_\_\_\_  
**FOR  
TEAMSTERS LOCAL #671**

\_\_\_\_\_  
Mayor Marcia A. Leclerc

\_\_\_\_\_  
Eric Downer, Teamsters  
Staff Representative

\_\_\_\_\_  
Santiago Malave, HR Director

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Police Chief Scott Sansom

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Sandra L. Franklin

\_\_\_\_\_

**APPENDIX A – TEAMSTERS LOCAL #671 AUTHORIZATION FOR PAYROLL  
DEDUCTION**

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Print) Last Name First Middle

TO: TOWN OF EAST HARTFORD  
\_\_\_\_\_  
Name of Employer

Effective \_\_\_\_\_, I, hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of the Teamsters Local #559.

The authorization shall remain in effect in accordance with the Working Agreement or upon termination of my employment.

\_\_\_\_\_  
Date Employee's Signature

\_\_\_\_\_  
\_\_\_\_\_  
Street Address

\_\_\_\_\_  
\_\_\_\_\_  
City and State

## CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, \_\_\_\_\_ hereby authorize my employer to  
(Print Name)

deduct from my wages each and every month an amount equal to the monthly dues, Initiation fees and uniform assessments of Local Union 671, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employer \_\_\_\_\_

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.



## **APPENDIX B – SHIFT ROTATION SCHEDULE**

Shift rotation periods shall begin on the first Sunday after January 1<sup>st</sup> and the first Sunday after July 4<sup>th</sup> in each calendar year. The bidding period shall begin ninety (90) days prior to each shift rotation period and shall be completed within sixty (60) days.

**APPENDIX C - WAGE SCHEDULE**  
**TOWN OF EAST HARTFORD**  
**TELECOMMUNICATIONS OPERATOR**  
**TEAMSTERS LOCAL #671**

		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>7/1/19</b>	2.0% increase	\$50,643	\$53,144	\$55,769	\$58,521	\$62,435
<b>7/1/20</b>	2.0% increase	\$51,656	\$54,207	\$56,884	\$59,691	\$63,684
<b>7/1/21</b>	1.25% increase	\$52,302	\$54,885	\$57,595	\$60,437	\$64,480

**APPENDIX D - MEDICAL CERTIFICATE FORM**

A medical certificate submitted in accordance with Article VII, Section 2 shall be on the following form or shall contain substantially equivalent information.

HEALTH CARE PROVIDER NAME: \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

TO: Human Resources Director, Town of East Hartford

As a \_\_\_\_\_ duly licensed by the State of \_\_\_\_\_,  
(Physician, APRN, PA)

I hereby certify that \_\_\_\_\_ who was seen by me on  
(name of employee)

\_\_\_\_\_ was unable to work during the continuous period  
(date)

from \_\_\_\_\_ to \_\_\_\_\_. He/she was under my care on or  
(date) (date)

after \_\_\_\_\_.  
(date)

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

\_\_\_\_\_.  
(date)

\_\_\_\_\_  
Signature of Health Care Provider

\_\_\_\_\_  
Date of signature

### **APPENDIX E - HEALTH INSURANCE**

The Town of East Hartford agrees that all members of the Teamsters shall opt out of the Town's insurance plan (including Dental, Vision, Health, Prescription and Life) and further agrees to pay the Teamster's insurance premium based on the following rates:

Year 2019-2020	\$10.20 per 40 hour workweek x 52 weeks per employee
Year 2020-2021	\$10.55 per 40 hour workweek x 52 weeks per employee
Year 2021-2022	\$10.90 per 40 hour workweek x 52 weeks per employee

Eligible Teamsters' members who retire during the term of this contract from Town service may be eligible to receive the benefits listed in Sections 9.2 and 9.3. Those eligible are defined in Appendix G MOU which was renewed with this 2019-2022 contract.

## APPENDIX E - HEALTH AND WELFARE FUND

This Health Fund Article shall supercede and prevail over any other inconsistent provisions or articles contained within this Agreement.

Commencing with the signing of this Agreement, and for the duration of the current collective bargaining agreement between Local Union 671 and the Town of East Hartford (“the Town”), and any renewals or extensions thereof, the Town agrees to make payments to the IBT Local 671 Health Services and Insurance Fund (“the Fund”), for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement whether such employee is a regular, probationary, temporary or casual employee, irrespective of his/her status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Town shall make a contribution of \$9.95 to the Health Fund but not more than \$398.00 per week for any one employee from the first hour of employment in such week. Commencing with the 1st day of July, 2018 the said hourly contribution rate shall be \$10.20 but not more than \$408.00 per week for any one employee. Commencing on the 1st day of July 2020, the said hourly contribution rate shall be \$10.55 but not more than \$422.00 per week for any one employee. Commencing with the 1st day of July 2021, the said hourly contribution rate shall be \$10.90 but not more than \$436.00 per week for any one employee.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, the payments shall be made at the amounts set forth above.

If an employee is absent because of illness or off-the-job injury and notifies the Town of such absence, the Town shall continue to make a required contribution of forty (40) hours for a period of four (4) weeks. If any employee is injured on the job, the Town shall continue to pay a required contribution until such employee returns to work, however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months. The Town agrees to and accepts the Health Fund’s Agreement and Declaration of Trust as amended, and ratifies the selection of the Town Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Health Plan adopted by the Trustees of the Health Fund shall, at all times, conform to requirements of the Internal Revenue Code so as to enable the Town at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and related wage records of the Town for all employees performing work within the

scope of and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Fund.

If the Town shall fail to make contributions to the Health Fund by the twentieth (20<sup>th</sup>) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Town, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and or/contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Town, to take whatever steps it deems necessary to secure compliance with this agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding, and the Town shall be responsible to the employees for losses resulting therefrom. Also, the Town shall be liable to the Trustees for all costs of collecting the payments due together with attorney's fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Town's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Health Fund and/or the Local Union, the Local Union and its business agent or chief executive officer shall have no right to modify, reduce or forgive the Town with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this section regarding the Health Fund shall be made by the Local Union or the Town, and if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the Health Fund.



**APPENDIX F – AUTHORIZATION FOR PAYROLL DEDUCTION**

**AUTHORIZATION FOR PAYROLL DEDUCTION  
PREPAID VACATION**

To Be Filled Out By Employee

**Employee's Name:** \_\_\_\_\_  
(Please print full name)

**Employee TOWN ID #** \_\_\_\_\_ **Last 4 digits of SS #** \_\_\_\_\_

**I hereby authorize the Town of East Hartford to deduct from my earnings a sufficient amount to provide for: 1 2 3 4 5 days prepaid vacation effective January 1, 20\_\_\_\_.**

By signing below, I understand and agree to the following:

- I may only purchase up to five (5) days of additional vacation.
- The enrollment period shall be during business days from November 15th to December 15<sup>th</sup> of each calendar year.
- Up to 5 days worth of vacation shall be computed and deducted from my payroll in equal installments over a 52-week period. Deductions will commence on January 1<sup>st</sup>.
- I will first exhaust all prepaid vacation before using any regular vacation for the current calendar year.
- I will use all prepaid vacation within the current calendar year and will not carry over any prepaid vacation into the following calendar year.
- Prepaid vacation will have no impact on my pension calculations.
- I understand my decision is irrevocable. However, in the event of untimely separation from the Town of East Hartford, I will receive payment for any unused prepaid vacation or I will reimburse the Town for any used vacation that was not prepaid.
- I must complete one year of service with the Town of East Hartford to become eligible for this program.
- I understand that all other applicable language in my respective Collective Bargaining Agreement still applies.
- I understand that this authorized deduction applies only for the calendar year referenced above and is *not* automatically renewed.

**SIGNATURE:** \_\_\_\_\_  
(Employee)

**Date:** \_\_\_\_\_, \_\_\_\_\_

**Return no later than Dec. 15 to:**

**HUMAN RESOURCES DEPARTMENT  
EAST HARTFORD TOWN HALL  
740 MAIN ST.  
EAST HARTFORD, CT 06108**

Office Use Only

## APPENDIX G - MEMORANDUM OF AGREEMENT

WHEREAS, in 2010, the Town of East Hartford (the "Town") and Teamsters, Local 671 (the "Union")(collectively, the "Parties") engaged in negotiations for a successor agreement to the collective bargaining agreement effective July 1, 2005 through June 30, 2010;

WHEREAS, as part of those negotiations, the Parties modified Article IX of the 2005-2010 collective bargaining agreement which pertains to the health insurance benefits offered to retirees;

WHEREAS, the Parties wish to exempt nine bargaining unit members who will eligible to retire in or before 2019 from the above modifications to the health insurance provisions in the 2007-2010 collective bargaining agreement; and

NOW THEREFORE, the Parties hereby agree to the following:

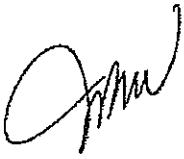
1. Any bargaining unit members who are eligible to retire on or before December 31, 2019 will retain the current level for retiree health insurance under the same conditions that were available to them prior to the 2010 negotiations. This provision also includes the continuation of the Town's providing and paying for the current Medicare supplemental coverage for the above affected group of eligible employees.
2. Unless the Union is agreeable, there shall be a lockout of any negotiations regarding the above benefits for the above-affected group of eligible employees.
3. Should the Town make any changes to the retiree's health insurance plan that would enhance the above benefits such changes shall not be affected by the lockout provision referenced in paragraph 2, above, and would not preclude the receiving of these benefits by all employees except that the Town cannot remove, alter or change in any way the lockout on retirees health insurance negotiations in paragraph 2, above, or the retirees health insurance provisions of this Agreement.
4. This Memorandum of Agreement was renewed with the 2019-2022 contract.



## MEMORANDUM

DATE: June 27, 2019

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: Teamster's Contract Settlement - Contingency Transfers

---

By way of this memo, attached please find the Budgetary Transfer of Funds forms for the settlement of the Teamster's contract.

Approval of the form will provide the funding to satisfy the contract settlement through June 30, 2020.

Please contact me if you have any questions or problems on any of the aforementioned information.

The Town of East Hartford  
 Analysis of the Teamsters Contract  
 Prepared as of June, 2019

Actual	Wages % 2, 2, 1.25	Prem. Share N/A
--------	-----------------------	--------------------

Employees Covered 19

Reg. Wages OT Wages Total	Base @6/30/19	Pre-contract GWI 0.00%	Year 1 @7/19		Year 2 @7/20		Year 3 @7/21	
			Base Total	%	Base Total	%	Base Total	%
1,109,000	1,109,000	-	22,180	2.00%	22,624	2.00%	14,423	1.25%
150,000	150,000	-	5,000		3,060		1,951	
1,259,000	1,259,000	-	25,180		25,684		16,373	
			1,131,180		1,284,180		1,309,864	
			1,153,804		1,306,060		1,326,237	
			1,168,226		1,326,237			

Year	Wage Inc. Per Year	Wage Inc. Total
1	25,180	25,180
2	25,684	50,864
3	16,373	67,237
4	-	-
Total	-	143,280

Total Per Year	Total Per Contract	Net Med Increase	Ann. Net Increase	Net Increase	% Inc. Ann.
25,180	25,180	-	25,180	-	0.00%
25,684	50,864	13,832	39,516	37,082	1.98%
16,373	67,237	13,832	30,205	53,405	3.05%
-	-	-	-	-	2.29%
-	-	-	-	-	0.00%
67,237	145,280	27,664	94,901	115,616	0.00%
					7.32%

Average annual increase w/ Medical 2.44%  
 Average annual increase w/o Medical 1.73%

1. New employees hired after July 1, 2020 will contribute approximately \$500 annually toward the OPEB Trust for retiree medical benefits
2. The net medical increase represents the hourly increase in the medical cost to belong to the Teamster's health plan beginning on July 1, 2020 (0%, 3.4%, 3.3%)
3. Upon ratification, \$2,750 will be paid to 11 members who have passed probation at the amount \$250 each
4. The cost to increase retiree life from \$3,000 to \$5,000 per year is de minimis

Town Of East Hartford  
Request for Budgetary Transfer of Funds

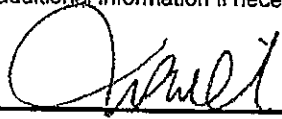
Department Name CONTINGENCY  
Fund Name General

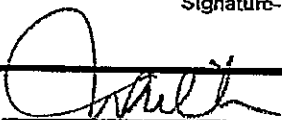
Date July 16, 2019  
Fiscal Year 2019-20 Fund Number GO1

To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
PS Commo – Permanent Services	G5400-60110	\$ 25,180	Contingency Reserve – Contract Neg	G9600-60201	\$ 25,180
	Total	\$ 25,180		Total	\$ 25,180

**JUSTIFICATION:** Provide detail and specific reasons for this transfer.  
This should include future budget impact on both the "to" and the "from" accounts. Attach additional information if necessary.

To provide a source of funds to settle the Teamster's Labor Contract for the fiscal year ending June 30, 2020.

Signature- Director/Department Head 

  
 Approvals Finance Director

6/27/19  
 Date Approved

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Date Approved

\_\_\_\_\_  
 Town Council/Clerk

\_\_\_\_\_  
 Date Approved

Finance DEPARTMENT USE ONLY

Transfer \_\_\_\_\_ Date Entered \_\_\_\_\_ Entered By \_\_\_\_\_

AGREEMENT BETWEEN  
EAST HARTFORD BOARD OF EDUCATION  
AND  
EAST HARTFORD EDUCATIONAL ADMINISTRATIVE  
AND SUPERVISORY UNIT

FOR THE PERIOD  
July 1, 2020 - June 30, 2023



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THIS AGREEMENT MADE AND ENTERED INTO by and between the EAST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the EAST HARTFORD EDUCATIONAL ADMINISTRATIVE AND SUPERVISORY UNIT (hereinafter referred to as the "Unit").

ARTICLE I  
RECOGNITION

1.1 The Board recognizes the Unit for the purpose of professional negotiation, as the exclusive representative of the entire administrators' unit consisting of all professional employees of the Board who are employed in positions requiring an intermediate administrator or supervisory certificate or the equivalent thereof and who are eligible for membership under Section 10-153b of the General Statutes of Connecticut, (hereinafter referred to as "administrators").

- 1.2 (a) The Board agrees to deduct from each administrator for whom a voluntary written dues deduction authorization is submitted an amount equal to the Unit membership dues by means of payroll deductions. The amount of the dues deduction from each paycheck shall be equal to the total Unit membership dues divided by the number of paychecks from and including the first paycheck in July, through December. The amount of Unit membership dues shall be certified by the Unit to the Board prior to the opening of school each year.
- (b) Those administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year. The Unit shall provide the Board with written notice as to the pro-rated dues amount to be deducted.
- (c) The Board agrees to forward to the Unit each month a check for the amount of dues deducted during that month. The Board shall include with such check a list of administrators for whom such deductions were made.
- (d) The Unit shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this article.

ARTICLE II  
BOARD PREROGATIVES

2.1 Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the East Hartford Public Schools and its professional staff under governing law, ordinances, rules and regulations - Municipal, State and Federal.

ARTICLE III  
WORK YEAR

3.1 The work year for administrators shall be established by the Board upon the recommendation of the Superintendent after consultation with the Unit. If the work year of an administrator is changed, the Superintendent shall so notify the administrator prior to May 15 of the previous contract year. No individual administrator's work year shall be reduced more than once during the term of this agreement.

3.2 This Agreement is based on a work year of either 220 work days for employees in Category A, as noted in Schedule A-1, or 199 work days, for employees in Category B, as determined by the Board in accordance with Section 3.1. If an individual administrator's work year is changed from the number of days specified to not less than 199 nor more than 220 days, his/her annual salary shall be adjusted accordingly on a per diem basis. If the change is to more than 220 days or fewer than 199 days, as applicable, the parties shall negotiate an appropriate adjustment in salary. If the parties are unable to reach agreement with regard to such salary adjustment, the matter shall be submitted to impasse resolution procedures in accordance with the Teacher Negotiation Act.

Notwithstanding the foregoing, K-12 Supervisors may work up to five (5) additional days per year, with the approval of the Superintendent or his/her designee. This Agreement is based on a work year for K-12 Supervisors which does not involve direct teaching responsibilities.

The work year for 199 day administrators shall be the teacher work year, plus the five days before teachers begin, the five days after teachers end the school year, and four other days during school vacations or the summer. Any variation from this schedule must be approved in advance by the Superintendent or his/her designee. The work year for 220-day administrators shall be the teacher work year, plus at least five days prior to the start of the teacher work year and at least five days after the end of the teacher work year, plus the remaining number of days necessary for a total of 220 work days.

3.3 Twelve month administrators shall be required to work 220 work days within a contract year (July 1 through June 30), provided that administrators may carry over up to ten (10) non-work days into the following contract year with the understanding that in the normal contract year twelve month administrators will have 27 non-work days. Any non-work days carried over must be used by September 30 of the following contract year or such days will be lost. Twelve month administrators may take up to ten (10) non-work days when school is in session, subject to the approval of the Superintendent. Twelve month administrators shall be paid for up to five (5) non-work days, if they have earned them, when they retire or resign from their position, provided that they have provided the Superintendent or the Superintendent's designee with written notice of such retirement or resignation at least thirty (30) days prior to the effective date of retirement or resignation. No non-work days may be taken within such thirty-day notice period. Non-work days shall be pro-rated for any partial year of service beginning from the prior July 1.

3.4 Principals shall be responsible for arranging coverage of their positions on each day during their work year except those on which school offices are closed, or on which they are on authorized leave. Authorization for coverage must be approved by the Superintendent or his/her designee in cases where additional compensation is to be paid.

3.5 The Superintendent and High School or Middle School Principal shall agree on the number of days to be assigned to administrators during the summer (in addition to the applicable number of days set forth in Section 3.2) with the cap of 20 days for the high school and 10 days for the middle school.

#### ARTICLE IV ASSIGNMENTS AND TRANSFERS

4.1 All assignments and transfers within the bargaining unit shall be made by the Superintendent or his/her designee after consultation with the administrator(s) involved.

4.2 In the event a member of the Unit is transferred from a higher paying administrative position to a lower paying administrative position, such member shall continue to be compensated as if he/she had remained in the higher paying principalship for one year after the effective date of the transfer.

4.3 When the Superintendent or the Board transfers a member of the bargaining unit to a higher paid position on an acting basis, or assigns a member of the bargaining unit to assume the duties of a higher paid position for more than five (5) consecutive days, such employee shall be compensated at the per diem equivalent of the higher paid position based on either the same step that he/she holds in the lower position or the step for the higher position that provides a salary increase for the administrator (whichever is greater), retroactive from the first day of such transfer or assignment for

the duration of such transfer or assignment. In addition, after fifteen (15) days, the Board shall afford a substitute in the regular position for an administrator filling in for another assignment.

4.4 If the Board significantly modifies the duties of an existing bargaining unit position, or creates a new bargaining unit position during the term of this agreement, it shall provide the Unit with a copy of the job description for such new or modified position, together with a proposed salary range. Upon request of the unit, the parties shall meet to negotiate such salary range, pursuant to Section 10-153f(e) Conn. Gen. Stats., and any negotiated agreement shall be effective as of the date such position is filled or modified.

4.5 Notice of all vacancies that arise in bargaining unit positions shall be posted on central office bulletin boards and in each building for a period of ten (10) central office working days, and shall be sent to all administrators who request such notice. Administrators who wish notice of vacancies that arise during the summer months must leave their summer addresses with the Director of Human Resources and must provide the Director of Human Resources with self-addressed, stamped envelopes in order to receive such notices.

4.6 Criteria for determining whose employment shall be affected by lay-off shall incorporate factors of seniority, quality of performance and qualifications. The Superintendent shall determine qualifications. Qualifications shall include possession of a Connecticut State Certification and training.

In the event of a reduction in the number of certified administrators in East Hartford, the following rank order shall apply wherein an administrator with a higher rank may bump into a lower position if he or she has the qualifications to do so.

#### RANK ORDER

##### CATEGORY A - 220 day positions

Level 1	EHHS Principal
Level 2	EHMS Principal, Woodland Principal
Level 3	Elementary Principal CIBA Principal Sunset Ridge Principal Synergy Principal Principal of Early Childhood Learning Center
Level 4	EHHS First Assistant Principal Special Education Supervisors

Supervisor of Professional Development & Evaluation  
Data Analyst/School Improvement Specialist

- Level 5      EHHS Assistant Principal, EHHS Assistant Principal/Scheduler  
                 EHMS First Assistant Principal  
                 Secondary Curriculum Supervisors (English, Math, Science, Social  
                 Studies)
- Level 6      Secondary Curriculum Supervisor of College & Career Readiness  
                 K-12 Supervisor

CATEGORY B – 199 day positions

- Level 1      Adult Ed Supervisor
- Level 2      Assistant Principal EHMS (199-day position), Assistant Principal  
                 Elementary School, Sunset Ridge/CIBA Assistant Principal

In the event there is a layoff within the Unit, the person whose position is eliminated shall be able to bump the least senior person within the same or lower rank, in the order of the levels as set forth in the rank order above.

4.7      In the event that administrative positions below the rank of Superintendent and above the rank of teacher are eliminated, such personnel may elect to exercise seniority based upon his/her certification endorsement(s) and length of continuous service in the district for open positions within the bargaining unit at or below the level from which the administrator was laid off, for a period of eighteen months.

ARTICLE V  
LEAVE PROVISIONS

Leave

5.1      Each administrator in a Category B position shall receive leave of absence with full pay for sickness at the rate of sixteen (16) days a year. Each administrator in a Category A position shall receive a leave of absence with full pay for sickness at the rate of eighteen (18) days a year.

For employees hired as administrators before July 1, 2005, these days may accumulate to two hundred twenty-five (225) days. Notwithstanding the foregoing, any such administrator who has accrued more than two hundred twenty-five (225) sick days as of June 30, 2008 shall be permitted to retain such accumulated sick days, but shall not be permitted to accumulate any additional sick days on or after July 1, 2008 unless and

until such time as such administrator's total sick leave accumulation falls below two hundred twenty-five (225) days. Sick days used by administrators shall first be charged to their current year's allotment of 16 or 18 days (as applicable), and shall then be charged to their accumulated sick leave. Accumulated sick leave will be determined on the basis of such person's service with the Board since the most recent date of hire.

Employees hired as administrators after June 30, 2005 may accumulate sick leave up to one hundred fifty (150) days. Sick days used by administrators shall first be charged to their current year's allotment of 16 or 18 days (as applicable), and shall then be charged to their accumulated sick leave. For such administrators, near June 15 of each year, any number of sick days remaining in the current year's allotment in excess of 150 days, shall be paid to the administrator at the rate of 25% of the per diem rate for those days. If the administrator's accumulated days drop below 150 days in any given year, this stipulation shall not apply for that year.

5.2 Sick leave credits will not accumulate while such person is absent from work on leave without pay.

5.3 Sick leave may be used in the following cases:

- (a) Personal illnesses or physical incapacity.
- (b) Enforced quarantine of such person in accordance with the community health regulations.
- (c) Illness or physical incapacity in such person's immediate family. For the purposes of this section immediate family is defined as spouse, parent, stepparent, grandparent, grandchild, brother, sister, child, stepchild, and also any relative who is domiciled in such person's house.
- (d) Absence for personal business beyond the individual's control and which cannot be conducted outside of school hours. Except in emergencies, the request for personal leave must be made by the individual at least five (5) business days prior to such leave to the Superintendent. Such request must be accompanied by justification in the form of a statement of the general reason for the request (attendance in court, home maintenance emergency, etc.), except that for two (2) days per year said request need not state the reason for the leave. Personal days may be used for legal, medical or family reasons fitting the above definition, but may not be used for recreation or social reasons or to extend vacation or holiday periods.



5.4 In exceptional cases, the Board may grant additional sick leave with or without pay. Requests for such additional sick leave shall be in writing and must be signed by such person when possible.

5.5 Sick leave may not be used for recuperation from illness or injury which is directly traceable to employment by another employer.

5.6 It shall be the responsibility of the administrator to notify the central office in advance of extended absence if possible.

- (a) The Superintendent may request an appropriate medical certificate from any administrator for any leave of any duration.
- (b) When required to provide a certificate, the administrator shall have the option of providing a certificate from a doctor of his/her own choosing, in which case the employee shall pay, or a doctor chosen by the Board, in which case the Board shall pay. In any case, the Board may seek the judgment of its own physician.

5.7 Any administrator who is on leave of absence of more than one month without pay shall not be paid for sick leave for any reason.

#### Funeral Leave

5.8 Three (3) days special leave with full pay shall be granted for death in the immediate family of an administrator. Immediate family for purposes of this clause is defined as parent, stepparent, grandparent, spouse, brother, sister, child, stepchild, grandchild and also any relative who is domiciled in the employee's house. One (1) day special leave with full pay shall be granted for death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, or father-in-law of an administrator. Additional days may be requested pursuant to Section 5.3 (d).

#### Jury Duty

5.9 An administrator who is absent from work in order to report for jury duty or appear as a witness under a legally enforceable subpoena shall receive a leave of absence with full pay. An administrator shall remit per diem jury pay, but not traveling expenses, to the Board when he/she receives jury duty pay from the state. This provision shall not apply to legal proceedings wherein the administrator or the Unit is a party.

#### Professional Conferences-Visitation Day

5.10 Upon approval of the Superintendent or his/her designees, a visiting day or leave with full pay may be granted to an administrator for visiting other schools,

attending conferences, or attending professional meetings. Travel expenses may be granted in accordance with Board Policy.

### Religious Leave

5.11 Up to three (3) full days of paid leave may be granted to administrators for the celebration of religious high holy days. The request for such leave must be submitted at least five (5) business days prior to such leave to the Superintendent.

### Maternity/Adoptive/Childrearing Leave

5.12 The Board agrees to abide by the provisions of any applicable law regarding family and medical leave and/or disability maternity leave.

Childrearing or adoptive leave for purposes other than disability must be requested, in writing, prior to (a) the time disability sick leave due to pregnancy commences, or (b) the time that the spouse of a certified staff member is determined to be disabled as a result of pregnancy, or (c) the adoption of a minor child, whichever is applicable.

- (a) Childrearing or adoptive leave shall commence at the end of disability sick leave as determined by medical authority, as applicable.
- (b) If disability sick leave commences between September 1 and January 31, the childrearing leave shall extend for the remainder of the school year. Notification of intent to return shall be submitted by April 1 of the calendar year in which the certificated staff member plans to return. Failure to notify will constitute a resignation.
- (c) If the disability sick leave commences between February 1 and August 31, the childrearing leave shall extend for the remainder of the school year and may extend for the next full school year if the administrator elects to do so in writing at the time the leave is requested. Notification of intent to return shall be submitted by April 1st of the calendar year in which the certified staff member plan to return. Failure to notify will constitute a resignation.
- (d) The certified staff member will be reinstated to a position for which he/she is certified and qualified provided his/her status has not been affected by Article 4.6 of this Agreement.
- (e) The certified administrator absent on childrearing leave will return to the salary step appropriate to position and years in service.

- (f) Upon the expiration of any FMLA leave applicable to the administrator's childrearing leave, the administrator may continue insurance coverage at the administrator's expense for the duration of the childrearing leave.
- (g) Credit toward longevity shall not be granted for this period of leave.
- (h) Sick leave not used during disability leave shall be restored upon return to the system.

#### General Purpose Leave

5.13 The Superintendent or his/her designee shall consider and may grant such leaves as requested in writing for general purposes under the following conditions:

- a) Such leaves shall be without pay.
- b) Such leaves shall be for a period of one school year.
- c) Applications must be submitted prior to March 1st of the school year preceding the school year for which the leave is being requested.
- d) Candidate must have completed at least ten (10) years of satisfactory service with the Board.
- e) During such leave, the administrator may continue insurance coverage provided that he/she pays one hundred percent (100%) of the costs for such insurance, except as otherwise provided by law. This subsection E will not apply in any situation in which an administrator is employed by a charter school or any other employer during the period of leave.
- f) Administrators must notify the Board by March 1st of the leave year of their decision whether or not to return to their administrative position. Failure to notify results in automatic resignation. This date is of the essence.
- g) Administrator returns to normal salary sequence and benefits.

## Sabbatical Leave

5.14 Upon the recommendation of the Superintendent a sabbatical leave may be granted at the discretion of the Board for purposes of professional growth and development.

- a) The Administrator must have completed at least (7) years of satisfactory service with the Board.
- b) Sabbatical leave may be granted for one-half of a school year or for one entire school year.
- c) Applications for sabbatical leave should be submitted to the Superintendent on or before February 1st and must be on the form available from the personnel department. The deadline of February 1st may be waived by the Superintendent.
- d) Written notice of the Board's decision on each sabbatical leave application will be given to each applicant by April 1.
- e) Administrators absent on sabbatical leave shall be paid 75% of the contract rate in effect during such leave; provided, however, reductions shall be made, where necessary, so that the total of such payments, together with any amounts received in connection with the activities carried on during the sabbatical leave, do not exceed the salary to which such administrator would have been entitled under this contract for service with the Board during the period of the sabbatical leave. In addition to such salary, the Board may, in its discretion, reimburse the administrator for travel and other expenses related to the sabbatical leave. During the sabbatical leave, the administrator may continue insurance coverage at the administrator's expense for the duration of the leave.
- f) In extraordinary cases where an administrator plans to study in areas determined by the Board to be critical, the seven (7) year requirement of 5.16(a) may be waived and the employee may receive up to 100% of the contract rate referred to in 5.16(e).
- g) An administrator absent from service because of sabbatical leave, shall be entitled to such advancement on the salary schedule as he/she would have received had he/she remained in the system.
- h) In the event that completion of the approved professional objectives of the sabbatical leave is made impossible by illness or injury, salary payments will be continued beyond the date such disability

is incurred for a period equivalent to the sick leave credit accrued by the administrator.

- i) Administrators who are granted sabbatical leave shall as a condition of acceptance agree to return to service in the school system for a period of two (2) full contract years following the completion of the sabbatical leave. In the event an administrator does not fulfill his/her agreement to serve two full contract years following the completion of the sabbatical leave, the following provisions shall apply:
  - 1) For service of less than one full contract year following completion of the sabbatical, the administrator shall reimburse the Board for the full amount of all compensation paid to the administrator during the period of the sabbatical leave.
  - 2) For service of more than one full contract year but less than two full contract years following completion of the sabbatical, the administrator shall reimburse the Board in an amount equal to one-half of the total compensation paid to the administrator during the period of the sabbatical leave.
  - 3) Such reimbursement shall be made to the Board in one lump sum within sixty days of the end of the sabbatical leave.

#### Union Leave

5.15 In order to enhance the public image of the East Hartford Public Schools and to promote professional development, a union leave provision will be provided for the Unit President/designee to perform his/her elected duty as President/designee of the Unit. The Unit President/designee will seek the permission of the Superintendent to attend functions that are commensurate with the duties of the office. The Superintendent shall have the right, in his or her discretion, to grant or deny any such requests. The denial of any such requests shall not be subject to the grievance and/or arbitration procedure.

### ARTICLE VI SALARIES

6.1 The salary schedule for the three years of this agreement are set forth on Schedules A-1 attached hereto.

6.2 Salaries for positions which are changed from one work year to another shall be adjusted in accordance with the provisions of section 3.2 of this agreement.

6.3 Any administrator who is promoted to a higher salaried position shall not be placed lower than two steps below the step he/she had attained in his/her previous position.

6.4 Administrators who work 199 days per year shall have the option of choosing either 21 equal pay periods or 22 pay periods (21 equal pay periods plus one balloon check) and shall indicate their choice. Administrators employed under the provisions of any state or federal grant program will be subject to pay periods established by the fiscal year of the program.

6.5 The provisions of Section 6.5 shall apply only to employees hired as administrators prior to July 1, 2014. On completion of 10 years of service in East Hartford, \$500 will be added to the administrator's salary schedule. This will be increased by \$500 each five year period thereafter until retirement. Credit shall be given for years necessary to achieve longevity for United States Military Service which interrupts service in East Hartford; such credit not to exceed two years.

Notwithstanding the foregoing, the longevity amounts for employees hired as administrators prior to July 1, 2014 will be frozen at the longevity amounts received by such administrators in 2019-20, with no further increases in such dollar amounts.

Longevity payments will be included in the per diem rate for the purposes of payments made under Section 6.8 for retirees who qualify for the benefit set forth in Section 6.8. For purposes of this section "years of service" shall be defined as continuous years of certified service with East Hartford Public Schools. A period of reduction in force ("RIF") will not count toward service time but will not be deemed a break in service.

6.6 Administrators who are awarded a doctorate in a program approved by NCATE or any other mutually acceptable accrediting agency shall receive an annual salary differential of \$5000.

6.7 Any administrator who is called to perform his/her regular duties for additional days beyond his/her work year will be paid on a per diem basis. This provision shall not apply to situations where the administrator has failed to complete the customary duties of the position within the work year.

6.8 Employees hired as administrators before July 1, 2005 and leaving the public school teaching and administration while eligible for retirement under the State Teachers Retirement Plan, shall receive retirement separation pay for a minimum of fifteen (15) years continuous service in East Hartford, based on forty percent (40%) of accumulated unused sick leave, up to a maximum of eighty (80) days' pay for two hundred (200) days of accumulated unused sick leave. Payment is at the administrator's per diem pay rate, based on the administrator's work year in the year immediately

preceding retirement. In order to be eligible for such payment, each administrator must provide the Superintendent with written notice of such retirement resignation at least ninety (90) days in advance of the effective date of retirement. However, in the event of unforeseen personal circumstances for the administrator, the Superintendent, within his/her discretion, may waive this 90 day notice requirement. The Board shall pay to the estate of an administrator who dies before retirement, but would otherwise be eligible for a benefit under this paragraph, an amount computed as if the administrator had retired on the date of death.

6.9 When an administrator conducts a staff development workshop for district personnel at the request of the Superintendent, and when the workshop involves significant preparation outside the administrator's regular workday, the administrator shall be compensated at the rate of \$100 per day for each day on which the workshop is presented. Prior to the commitment of time under this section, application for compensation shall be made to the Superintendent/designee, and no compensation shall be payable under this section unless the Superintendent/designee has approved such compensation in writing in advance.

## ARTICLE VII INSURANCE

7.1 The Board shall maintain a High Deductible Health Plan/Health Savings Account (hereinafter "HSA Plan") for all eligible administrators, spouses and dependents as set forth in Appendix B. Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with the employee portion of such coverage to be paid through payroll deduction.

The Board will not fund any portion of the deductible under the HSA Plan.

Effective with the 2021-22 contract year, the Board will not process employee contributions into employees' Health Savings Accounts, unless the Board and the Union mutually agree otherwise.

Employees enrolled in the high deductible health plan must remain in the plan for the entire plan year.

The administrators' premium contributions toward the HSA Plan will be as follows:

Effective July 1, 2020: 10.0%  
Effective July 1, 2021: 11.0%  
Effective July 1, 2022: 12.0%

The Board will also provide for all administrators Blue Cross Full Service Dental Plan with riders A, B, C. The administrators' premium contributions toward the dental plan will be as follows:

Effective July 1, 2020: 23.0%

Effective July 1, 2021: 24.0%

Effective July 1, 2022: 25.0%

The administrators' premium contributions shall be based on the fully-insured rates for the plan selected.

The Board will adopt an Internal Revenue Code Section 125 plan which allows administrators to pay insurance contributions with pre-tax dollars. The Board will also afford administrators the opportunity to participate in flexible spending accounts for dependent care, consistent with the provisions of applicable law, up to the dollar limits set forth in the Section 125 plan maintained by the Town of East Hartford.

7.2 The Board shall provide and pay for life insurance with double indemnity for each member of the Unit in an amount equal to two times (2x) his/her annual salary rounded up to the next higher \$1,000 and shall provide any pay for coverage in the amount of \$3,000 for each member of the Unit who retires from the district. The Board shall facilitate the purchase of additional life insurance by individual administrators (but not retirees) at group rates, carrier permitting.

7.3 Administrators under the Teachers' Retirement Act shall be permitted to continue their health insurance in accordance with C.G.S. 10-183t.

7.4 The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

7.5 The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen Section 7.1 (including the related Appendix B of the contract) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.



ARTICLE VIII  
GRIEVANCE PROCEDURE

8.1 A grievance is defined as an event or condition which affects the welfare or conditions of employment of an administrator or a group of administrators and/or the application of any provision of the Agreement.

8.2 Any complaint or grievance not presented for disposition through the grievance procedure set forth above within fifteen (15) business days of the occurrence of the facts or condition giving rise thereto, or within fifteen (15) business days of the grievant's knowledge of their occurrence, whichever comes later, shall not thereafter be treated or processed as a grievance under this Agreement. In the case of an individual grievance, knowledge shall be presumed to take place no later than thirty (30) calendar days after the occurrence in question.

8.3 The primary function of this procedure is to seek to resolve the contractual problems of individual administrators or groups of administrators. This is to be done with the least possible publicity maintaining professional confidences so as to curtail any adverse effect on the school system or the profession.

8.4 Procedural Steps

Step 1: An administrator with a grievance shall first discuss it with his/her immediate superior in an effort to resolve the matter informally.

Step 2: In the event the grievance is not resolved at Step 1, the Unit shall present the grievance in writing to the Superintendent within fifteen (15) business days of the event giving rise to the grievance. Within five (5) business days after the receipt of the written grievance, the Superintendent or his/her designee shall meet with the administrator in an effort to resolve the grievance. The Superintendent shall render his/her decision in writing to the administrator and the Unit within five (5) business days after the conclusion of said meeting.

Step 3: In the event the grievance is not resolved at Step 2, the Unit shall file the grievance in writing with the Board of Education within ten (10) business days of the Step 2 response or within ten (10) business days of the deadline for such response, whichever occurs sooner. Within ten (10) business days after the receipt of the written grievance, the Board of Education or its designated representatives shall meet with the aggrieved person in an effort to resolve the grievance. The decision shall be rendered in writing to the administrator and the Unit within ten (10) business days after the conclusion of said meeting.

Step 4:

A. In the event that the grievance is not resolved at Step 3, the Unit may file the grievance for arbitration with the American Dispute Resolution Center (ADRC), with a copy to the Board, within twenty (20) business days after the Step 3 decision or within twenty (20) business days of the deadline for such decision, whichever occurs sooner

B. The arbitration shall be conducted in accordance with the administrative procedures, practices and rules of ADRC. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. When the complaint or grievance involves the interpretation or application of a specific provision of the Agreement between the parties, the decision of the arbitrator shall be binding upon both parties, and upon all administrators involved as grievants, during the life of the Agreement. In all other instances, the decision of the arbitrator shall be advisory. The cost for the services of the arbitrator including per diem expenses, if any, and actual travel and subsistence, shall be borne equally by the Board and the Unit.

8.5 No individual administrator may submit a grievance at Steps 2, 3 or 4 of the grievance procedure; only the Unit may submit grievances at Steps 2, 3 or 4 of the grievance procedure. Any administrator may be represented at all stages of this grievance procedure by himself or a representative of the East Hartford Educational Administrative and Supervisory Unit. When an administrator is not represented by the Unit, the Unit shall have the right to be present and to state its views at all stages of this grievance procedure.

8.6 The Unit shall have the right to initiate a grievance which in the opinion of the President of the Unit or his/her designee affects a group of administrators and such action shall be taken in the name of the President of the Unit or his/her designee.

8.7 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of the grievance procedure should be considered maximum. These time limits may, however, be extended by mutual agreement. The failure of an administrator (aggrieved) to proceed to the next step of the grievance procedure within the time limits set forth shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator or one who is grieved against at any step to communicate his/her decision to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step.

ARTICLE IX  
MISCELLANEOUS

9.1 Any item not covered in this Agreement may hereafter be governed by the modification of existing policies, rules and/or regulations or by the adoption by the Board of new policies, rules and/or regulations subject to the provisions of the Teacher Negotiations Act. In the event of a conflict between any provision of this Agreement and any board policy, rule or regulation, the terms of this Agreement shall control.

9.2 The Board shall notify the Unit through the Board Agenda of any proposed modification or adoption of any new Board policy.

9.3 An administrator has the right to review the contents of his/her personnel file, and the right to reply to any document contained therein with a formal letter which will be placed in the file. An administrator will be notified when any critical material is placed in his/her personnel file, and shall have the right to examine and reply to such material as set forth in the preceding sentence.

9.4 Any administrator who uses his/her personal vehicle on approved Board business in or out of the district during the work day or after hours will be reimbursed at the IRS rate, in accordance with all applicable IRS regulations. In order to be eligible for such reimbursement, the administrator must submit a written request for reimbursement to the Business Office no later than the thirtieth (30<sup>th</sup>) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10<sup>th</sup>) calendar day of the calendar month following the travel. Payment will be monthly.

9.5 In the event that any portion of this Agreement is found to be illegal, void, or voidable, it is agreed that such finding will have no effect on the remaining portion of this Agreement. Both parties will meet within ten (10) work days and bargain such new language as is necessary to comply with such restrictions.

9.6 No administrator shall be suspended, reduced in rank or compensation or denied an increment without just cause.

ARTICLE X  
DURATION

10.1 This Agreement contains the full and complete agreement between the Board and the Unit on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, except as may otherwise be required by this Agreement.

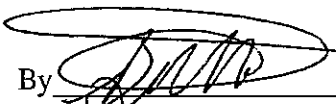
10.2 This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives this 24<sup>th</sup> day of June, 2019.

EAST HARTFORD EDUCATION  
ADMINISTRATIVE AND SUPERVISORY  
UNIT

EAST HARTFORD BOARD OF  
EDUCATION

By  \_\_\_\_\_  
President

By  \_\_\_\_\_  
Chairperson

**Schedule A-1**

<b>2020-21 (1.50% GWI, with step)</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
A1.	EHHS Principal	151,928	154,277	156,636	158,979
A2.	EHMS Principal, Woodland Principal	143,826	146,181	148,531	150,891
A3.	Elementary Principal, CIBA Principal, Sunset Ridge Principal*, Synergy Principal, Principal of Early Childhood Learning Center	138,140	140,497	142,849	145,203
A4.	EHHS First Assistant Principal, Special Education Supervisors, Supervisor of Professional Development & Evaluation, EHHS Assistant Principal/Scheduler	130,939	133,297	135,649	138,001
A5.	EHHS Assistant Principal, EHMS First Assistant Principal, Data Analyst/School Improvement Specialist	126,450	128,802	131,155	133,508
A6.	Secondary Curriculum Supervisors (English, Math, Science, Social Studies), Secondary Curriculum Supervisor of College & Career Readiness, K-12 Supervisors	121,959	124,307	126,661	129,014
B1.	Assistant Principal EHMS (199), Sunset Ridge/CIBA Assistant Principal	114,972	117,154	119,497	121,848
B2.	Adult Ed Supervisor	112,059	114,418	116,780	119,137
B3.	Assistant Principal Elementary School	107,826	110,175	112,535	114,879

<b>2021-22 (2.00% GWI, with step)</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
A1.	EHHS Principal	154,967	157,363	159,769	162,159
A2.	EHMS Principal, Woodland Principal	146,703	149,105	151,502	153,909
A3.	Elementary Principal, CIBA Principal, Sunset Ridge Principal*, Synergy Principal, Principal of Early Childhood Learning Center	140,903	143,307	145,706	148,107
A4.	EHHS First Assistant Principal, Special Education Supervisors, Supervisor of Professional Development & Evaluation, EHHS Assistant Principal/Scheduler	133,558	135,963	138,362	140,761
A5.	EHHS Assistant Principal, EHMS First Assistant Principal, Data Analyst/School Improvement Specialist	128,979	131,378	133,778	136,178
A6.	Secondary Curriculum Supervisors (English, Math, Science, Social Studies), Secondary Curriculum Supervisor of College & Career Readiness, K-12 Supervisors	124,398	126,793	129,194	131,594
B1.	Assistant Principal EHMS (199), Sunset Ridge/CIBA Assistant Principal	117,271	119,497	121,887	124,285
B2.	Adult Ed Supervisor	114,300	116,706	119,116	121,520
B3.	Assistant Principal Elementary School	109,983	112,379	114,786	117,177

**Schedule A-1**  
(Continued)

2022-23 (2.00% GWI, with step)		1	2	3	4
A1.	EHHS Principal	158,066	160,510	162,964	165,402
A2.	EHMS Principal, Woodland Principal	149,637	152,087	154,532	156,987
A3.	Elementary Principal, CIBA Principal, Sunset Ridge Principal*, Synergy Principal, Principal of Early Childhood Learning Center	143,721	146,173	148,620	151,069
A4.	EHHS First Assistant Principal, Special Education Supervisors, Supervisor of Professional Development & Evaluation, EHHS Assistant Principal/Scheduler	136,229	138,682	141,129	143,576
A5.	EHHS Assistant Principal, EHMS First Assistant Principal, Data Analyst/School Improvement Specialist	131,559	134,006	136,454	138,902
A6.	Secondary Curriculum Supervisors (English, Math, Science, Social Studies), Secondary Curriculum Supervisor of College & Career Readiness, K-12 Supervisors	126,886	129,329	131,778	134,226
B1.	Assistant Principal EHMS (199), Sunset Ridge/CIBA Assistant Principal	119,616	121,887	124,325	126,771
B2.	Adult Ed Supervisor	116,586	119,040	121,498	123,950
B3.	Assistant Principal Elementary School	112,183	114,627	117,082	119,521

Employees who have not reached the maximum step shall advance one step on the salary scale at the beginning of the 2020-21, 2021-22 and 2022-23 contract years.

\*Notwithstanding the A.3 salary rate set forth above for the position of Sunset Ridge Principal, the current Sunset Ridge School Principal, Daniel Catlin, shall continue to be paid at the A.2 salary rate for as long as he holds the position of Sunset Ridge School Principal.

The East Hartford Middle School Principal and Sunset Ridge Principal shall each have \$5,000 to use in his/her discretion to assign the scheduling responsibilities of East Hartford Middle School and Sunset Ridge School to a 10-month administrator or any teacher, in recognition of the fact that such scheduling responsibilities will be conducted outside the regular work day for said administrator and/or teacher.

## APPENDIX B

### HIGH DEDUCTIBLE HEALTH PLAN HEALTH SAVINGS ACCOUNT

*THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS*

<b>COST SHARE PROVISIONS</b>	<b>In-Network Member pays:</b>	<b>Out-of-Network Member pays:</b>
Annual Deductible ( <i>single/ family</i> )	\$2,000/\$4,000	
Coinsurance	Not applicable	20%
<i>Out of Pocket Maximum (Including Deductible) (single/ family)</i>	\$4,000 / \$8,000	\$4,000/\$8,000
Lifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Covered Services		
<b>PREVENTIVE CARE</b>	<b>In-Network After Annual Deductible Member pays:</b>	<b>Out-of-Network After Annual Deductible Member pays:</b>
Well child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
Other Preventive Screenings:		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per member per Calendar Year – additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance

<b>THERAPY SERVICES</b>		
Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network cost shares.	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections – Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
<b>MEDICAL EMERGENCY/URGENT CARE SERVICES</b>		
Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible & Coinsurance
Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
<b>PHYSICIAN MEDICAL/SURGICAL SERVICES</b>		
Medical Office Visits	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
	In-Network After Annual Deductible <i>Member pays:</i>	Out-of-Network After Annual Deductible <i>Member pays:</i>
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
<b>OTHER MEDICAL SERVICES</b>		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
<i>Private Duty Nursing</i> Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
<i>Immunizations and Vaccinations for Travel</i>	Deductible	Deductible & Coinsurance





Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services – covered only to the levels pursuant to State of CT mandate  Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

**Dependent Maximum age is 26 years.**


**Notes to Benefit Descriptions**

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

***This does not constitute your health plan or insurance policy. It is only a general description of the plan.***



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 8, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: Resolution: STP Urban System Project 42-318, LOTCIP Project L042-001  
Brewer Street Reconstruction

---

Attached is a resolution which, when approved, will authorize the Town of East Hartford to proceed with the Brewer Street Reconstruction Project.

The Capitol Region Council of Governments has selected this project as a regional priority and has agreed to utilize federal funds for right-of-way, preliminary engineering and construction activities. To date, the Town has issued a press release, ran several newspaper advertisements, mailed a notice to abutters and officials and held a public information meeting. No opposition to the project has been identified. At this time, a Town Council resolution supporting the funding is required.

Please place this information on the Agenda for the July 16<sup>th</sup>, 2019 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached Resolution.

Thank you.

C: T. Baptist, Acting Public Works Director

**RESOLUTION**  
**of the**  
**TOWN COUNCIL**  
**of the**  
**TOWN OF EAST HARTFORD, CT.**

**RE: Connecticut DOT Projects 42-318 & L042-0001**  
**Brewer Street Reconstruction**  
*Main Street (State Route 517) to 200' east of Jefferson Lane*  
*Approximately 3,188 LF of complete road reconstruction.*

WHEREAS, the Town of East Hartford has published display advertisements, issued a press release to local news agencies, and mailed a formal letter to both abutting property owners and a number of officials and agencies, announcing the proposed STP Urban Transportation project known as Brewer Street Reconstruction Project #42-318 and Local Transportation Capital Improvements Program (LOTICIP) Project L042-0001; and

WHEREAS, a public informational meeting was held on Thursday, June 13, 2019 at the Welling Conference Room, East Hartford Town Hall, 740 Main Street, East Hartford, CT from 6:00 PM to 8:00 PM at which meeting residents had an opportunity to voice their concerns as well as within a fourteen (14) day period subsequent to the meeting for additional written comments; and

WHEREAS, the Capitol Region Council of Governments has selected this project as a regional priority and has agreed to utilize federal funds for right-of-way, preliminary engineering and construction activities; and

WHEREAS, the STP Urban project is located on a municipally owned road, preliminary engineering and construction will be performed by the Town of East Hartford or its consultant(s), and right-of-way will be performed by the Connecticut Department of Transportation each utilizing 80% Federal funds, 10% state funds and 10% local funds for all phases, with the Town of East Hartford contributing additional non-participating costs; and

WHEREAS, the LOTICIP project is located on a municipally owned road, preliminary engineering and construction will be performed by the Town of East Hartford or its consultant(s), and right-of-way will be performed by the Connecticut Department of Transportation utilizing 100% local funds for design and 100% state funds for right-of way and construction; and

WHEREAS, the Town Council has considered the concerns of the residents from the public informational meeting and the subsequent fourteen (14) day comment period and finds that the proposed Brewer Street Reconstruction project is in the best interest of the Town of East Hartford, and will promote the health, safety and general welfare of its residents and provide for convenience and safety of the motoring public.

NOW THEREFORE BE IT RESOLVED: that the East Hartford Town Council, based on the above information, and by virtue of this resolution, hereby fully supports the advancement of the proposed project through final design and construction.

---

Richard F. Kehoe  
Town Council Chairman

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Date

MARCIA A. LECLERC  
MAYOR

# TOWN OF EAST HARTFORD

Phone: 860 291-7380  
Fax: 860 289-0831

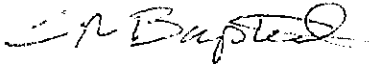
740 Main Street

East Hartford, Connecticut 06108

DEPARTMENT OF  
PUBLIC WORKS

## MEMORANDUM

**TO:** Mayor Marcia A. Leclerc

**FROM:** Tom Baptist, Acting Public Works Director 

**DATE:** July 5, 2019

**RE:** Referral to Town Council  
STP Urban System Project 42-318  
LOTICIP Project L042-001  
Brewer Street Reconstruction


The Town is completing a public information effort to gauge support for the project before the state-town agreement is drafted to fund the project. The DOT requires the Town to complete the public information process to confirm that there is no opposition to the project. To date, the Town issued a press release, ran several newspaper advertisements, issued a press release, mailed a notice to abutters and officials, and held a public informational meeting. No opposition to the project has been identified.

>> At this time, a Town Council resolution supporting the funding is required (see attached).

Please request that the resolution is placed on the upcoming Town Council agenda. Thank you for your assistance.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 8, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: Resolution: 2019 Civic Engagement Project Grant

---

The Town of East Hartford is eligible to apply to the Hartford Foundation for Public Giving for a Civic Engagement Grant in the amount of \$25,000. If successful, the funds will be used to enhance local efforts to engage traditionally underrepresented voters through a nonpartisan Get Out the Count (GOTC) Census 2020 campaign.

Attached is a draft resolution authorizing an application to the Hartford Foundation for Public Giving for the grant funding. Please place this information on the agenda for the July 16<sup>th</sup>, 2019 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: E. Buckheit, Development Director  
S. Morgan, Library Director  
P. O'Sullivan, Grants Manager

I, Angela M. Attenello, 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 16th day of July, 2019

## R E S O L U T I O N

**WHEREAS;** the Census, as required by the United States Constitution, is vital to our communities in determining how and where state and federal dollars are distributed and how congressional seats are apportioned; and

**WHEREAS;** several census tracts in the Town of East Hartford and in Greater Hartford as a whole have historically suffered from an undercount of vulnerable populations; and,

**WHEREAS** the Hartford Foundation for Public Giving has made funding available to increase Census 2020 awareness among hard to count residents in the Greater Hartford region through Get Out the Count (GOTC) outreach and other efforts,

**NOW THEREFORE LET IT BE RESOLVED;** that Marcia A. Leclerc, 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 Hartford Foundation for Public Giving as they pertain to this Civic Engagement Project 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 July, 2019.

Seal

Signed: \_\_\_\_\_  
Angela M. Attenello, Council Clerk



**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: Civic Engagement Project Grant

Funder: Hartford Foundation for Public Giving

Grant Amount: \$25,000

Frequency:  One time     Annual     Biennial     Other \_\_\_\_\_

First year received:	<u>N/A</u>		
Last 3 years received:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Funding level by year:	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

Is a local match required?     Yes     No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    The Civic Engagement Project seeks to enhance local efforts to engage traditionally underrepresented voters through a nonpartisan Get Out the Count (GOTC) Census 2020 campaign.

Results achieved:    Increased Census participation by traditionally underreported groups in the Town of East Hartford.

Duration of grant:    September 1, 2019 through February 28, 2020

Status of application: Submitted (July 12, 2019 due date)

Meeting attendee:    Library Director Sarah Morgan, x4340

Comments:    "The Town is applying for the grant with the Library as the lead agency. Grant activities will involve other Town departments and East Hartford CONNects, as well as community nonprofits and agencies. The Raymond Library Company, a 501(c)3, will serve as the fiscal agent for the grant, as per the Foundation's requirements. The deadline for the application prevents Council consideration prior to submission. The Town retains the right to withdraw the application if Council approval is not secured."

GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager *Paul O'S*

SUBJECT: Council Resolution – Application to the Hartford Foundation for Public Giving for a 2019 Civic Engagement Project Grant

DATE: July 5, 2019

---

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Hartford Foundation for Public Giving (HFPG) for a 2019 Civic Engagement Project Grant.

The Library is currently working with several community organizations to apply for a Civic Engagement Grant from the HFPG. If successful, the funds will be used to enhance local efforts to engage traditionally underrepresented voters through a nonpartisan Get Out the Count (GOTC) Census 2020 campaign.

An excerpt from the HFPG website concerning the Civic Engagement Project Grant Program is attached for your information.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on July 16, 2019. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Sarah Morgan, Library Director

# Hartford Foundation Civic Engagement Project 2019: Request for Proposals

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**Hartford Foundation Civic Engagement Project:  
Get Out the Count (GOTC)  
Request for Proposals  
Hartford Foundation Civic Engagement Project  
June, 2019**

Consistent with Hartford Foundation's strategic priorities, our region's progress requires broader awareness of critical issues and meaningful civic engagement by diverse residents.

## Get Out the Count

Census 2020 is less than a year away. The Census, as required by the United States Constitution, is vital to our communities. It determines how state and federal dollars are distributed and how congressional seats are apportioned. The data collected through the census impacts policies and programs in the public, nonprofit, and private sectors. In our region, **hard-to-count tracts** include Hartford, East Hartford and Manchester with the highest non-response being in Hartford (70%); Manchester (17%) and East Hartford (13%).

As critical as the Census is to every community in the United States, the 2020 Census has been plagued by leadership transitions at the Census Bureau, low levels of funding, implementation of new technology, and the proposed addition of a citizenship question. At the local level, this has resulted in a lack of information, promulgation of misinformation, and heightened fear, and there is real risk of not achieving a fair and accurate count for the 2020 Census. This would have long-term and devastating effects on our region.

## Funding Opportunity

The Hartford Foundation for Public Giving is pleased to announce continued funding support under its Civic Engagement Project. This project seeks to both enhance local efforts to increase Census 2020 awareness among hard to count residents in the Greater Hartford region through GOTC outreach and other efforts.

**Hartford Foundation for Civic Engagement Project: Get out the Count** is an effort by the Hartford Foundation to increase participation in the 2020 Census, particularly among residents of hard-to-count tracts in Hartford, East Hartford and Manchester. Get out the Count objectives are to increase the distribution of accurate information about

participating in the Census, and to engage all residents to complete a Census questionnaire once and in the right place. Our grants seek to support organizations in reaching residents from locations or populations that have been undercounted in previous years' census.

### **What are Census 2020 Get out the Count activities?**

- Census information dissemination.
- Census 2020 participation outreach particularly among hard to count populations including but not limited to children 0 to 5 years of age, seniors, immigrants, veterans, and people with disabilities.
- Questionnaire completion via online, phone, or by mail.
- Other related civic education efforts that promote the Census and its importance.

### **General Eligibility for Get out the Count Grants:**

- Significant portion of the work will benefit residents of the Hartford Foundation's 29-town region.
- Have an ability to engage undercounted residents. Communities reached should include people from one or more of the following target groups: 1) people of color, particularly Hispanics of any race and Black voters, 2) young people, especially those between the ages of 18-24, and/or 3) residents of Hartford and/or undercounted census tracts in East Hartford, and Manchester.
- Can conduct the work for this grant starting from September 1, 2019 for up to a period of 18 months.
- Are a 501(c)(3) nonprofit. Community groups that are not incorporated can use another 501(c)(3) organization as a fiscal agent.
- Board of directors and staff are representative of the racial/ethnic diversity of the region served.

### **Grants Include:**

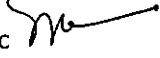
- A project grant of up to \$25,000.
- Resources, materials, and tools for a successful Census 2020 program.

### ***About the Hartford Foundation for Public Giving:***

*The Hartford Foundation is the community foundation for the 29-town Greater Hartford, Connecticut region, dedicated to improving the quality of life for area residents. One of the oldest and largest community foundations in the country, the Hartford Foundation receives gifts from thousands of generous individuals, families and organizations, and works with them to help them achieve their charitable goals. Since 1925, the Foundation has awarded grants of more than \$720 million and provided a host of other support and training services to a broad range of area nonprofit organizations. Through its Nonprofit Support Program, the Foundation also helps improve the capacity and performance of the region's nonprofit agencies.*



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 8, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: Resolution: Project Safe Neighborhood Grant

---

The Town of East Hartford is eligible to apply to the United States Attorney's Office, District of Connecticut for a grant funding under the Project Safe Neighborhoods Program. The grant program is designed to fund innovative projects to reduce gun and gang-related violence and promoted safe communities across the state.

The Town seeks funding in the amount of \$48,060 to benefit the Adventure Plus program. The program aims to bring together at-risk youth and police officers together for a day of teambuilding activities, a lunch meal, and dialogue developed to build stronger relationship and understanding between the two groups.

Attached is a draft resolution authorizing an application to the United States Attorney's Office, District of Connecticut for the grant funding. Please place this information on the agenda for the July 16<sup>th</sup>, 2019 meeting. I recommend that the Town Council approve this request as submitted and approve the attached resolution.

Thank you.

C: E. Buckheit, Development Director  
P. O'Sullivan, Grants Manager  
C. Nolen, Youth Services Director

I, Angela M. Attenello, 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 16th day of July, 2019

## R E S O L U T I O N

**WHEREAS;** the United States Attorney's Office, District of Connecticut has made grant funds available through the Project Safe Neighborhoods Program and;

**WHEREAS;** this program is designed to fund innovative projects to reduce gun and gang-related violence and;

**WHEREAS;** the Adventure Plus Program was developed to improve the relationship between the police and the youth of East Hartford

**NOW THEREFORE LET IT BE RESOLVED;** that Marcia A. Leclerc, 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 United States Attorney's Office, District of Connecticut as they pertain to this Project Safe Neighborhoods 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 July, 2019.

Seal

Signed: \_\_\_\_\_  
Angela M. Attenello, Council Clerk

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: Project Safe Neighborhoods

Funder: United States Attorney's Office, District of Connecticut

Grant Amount: \$48,060

Frequency:  One time     Annual     Biennial     Other \_\_\_\_\_

First year received:	<u>N/A</u>		
Last 3 years received:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Funding level by year:	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

Is a local match required?     Yes     No

If yes, how much?    N/A

From which account? N/A

Grant purpose: To fund innovative projects to reduce gun and gang-related violence.

Results achieved: Program seeks to fund projects that will enhance progress toward the following priorities:

- Gun and Gang Crime Investigation/Suppression
- Firearms Analysis
- Training
- Prevention/Education Programs

Duration of grant: One Year

Status of application: Under development

Meeting attendee: Youth Services Director Cephus Nolen, x7181

Comments: Town application seeks funding for the Adventure Plus program. This program aims to bring together at-risk youth and police officers together for a day of teambuilding activities, a lunch meal, and dialogue developed to build stronger relationships and understanding between the two groups.

GRANTS ADMINISTRATION  
MEMORANDUM

---

TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager *POS*

SUBJECT: Council Resolution – Application to the United States Attorney's Office for a Project Safe Neighborhoods Grant

DATE: July 5, 2019

---

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the United States Attorney's Office, District of Connecticut, for a grant under the Project Safe Neighborhoods Program.

This grant program is designed to fund innovative projects to reduce gun and gang-related violence. The overall goal for this initiative is to promote safe communities across the state through the reduction of gun violence and gang activity, with special focus on areas with increased rates of violent crime/gang activity. I have attached more information on Project Safe Neighborhoods.

The Town's application seeks funding for the Adventure Plus program. This program, started in 2012, aims to bring together at-risk youth and police officers together for a day of teambuilding activities, a lunch meal, and dialogue developed to build stronger relationships and understanding between the two groups. I have attached more information on Adventure Plus.

In 2017, the state agency funding Adventure Plus changed its guidelines and informed the Town that police officer salaries would no longer be an eligible expense under its grant program. This resulted in a suspension of the Adventure Plus program until an alternate funding source could be located. The Project Safe Neighborhoods affords the Town an opportunity the restart this effective program.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on July 16, 2019. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Cephus Nolen, Youth Services Director



# **PROJECT SAFE NEIGHBORHOODS**

## **2018 Application Guidelines and Procedures**

### **Introduction**

The Office of the United States Attorney (USAO), District of Connecticut has been designated to receive funds for the Project Safe Neighborhoods (PSN) grant program. This program is designed to fund innovative projects to reduce gun and gang-related violence. The Justice Education Center, Inc.(JEC) has been designated as the fiscal agent to administer these funds in Connecticut.

This document provides potential applicants with program criteria and eligibility information so that formal application proposals may be prepared. Please contact Laura Whitacre at The Justice Education Center, Inc. at (860) 231-8180 or [Laura@justiceeducationcenter.org](mailto:Laura@justiceeducationcenter.org) to request technical assistance. Additional information can also be obtained regarding the Project Safe Neighborhoods initiative by visiting the official program website at <https://www.justice.gov/psn>.

### **Eligible Applicants**

Project Safe Neighborhoods grant awards may be made to law enforcement agencies, state agencies, local units of government, and non-profit agencies. A "local unit of government" is defined as any city, town, township, or other general purpose political subdivision of a state.

### **Deadline**

The PSN grant program for the District of Connecticut will **accept applications until 5:00 pm Monday, July 29, 2019**. Applications must be submitted to both, AUSA Michael Gustafson at [Mike.Gustafson@usdoj.gov](mailto:Mike.Gustafson@usdoj.gov) and Sherry Haller, Executive Director of Justice Education Center at [JusticeEducation@aol.com](mailto:JusticeEducation@aol.com).

### **Funding Policies**

- A. Programs funded under PSN must be twelve months in length. Note: Second or subsequent year funding is not guaranteed. New and continuation projects will compete equally each year. In such a competitive environment, "need" and the use of effective data-driven strategies will be key factors for funding selections, in addition to evaluating performance results.
- B. All subgrantees will agree to abide by all applicable guidelines, including grant Terms and Conditions and any Special Conditions.
- C. PSN funds can be used to fund salaries and fringe benefits; necessary equipment; contractual services when applicable; travel and training costs; and other needed supplies.

## **Funding Priorities**

The overall goal for this initiative is to promote safe communities across the state through the reduction of gun violence and gang activity, with special focus on areas with increased rates of violent crime/gang activity. Toward that goal, the program seeks to fund projects that will enhance progress toward the below priorities. However, innovative projects outside of these priorities which are aimed at reducing firearm and gang violence will also be considered.

1. **Gun and Gang Crime Investigation/Suppression:** Programs (or task forces) to target perpetrators of gun and gang-related crimes. This can include the illegal possession of firearms, the illegal sale of guns or crimes proven to be committed to benefit a gang/group. Multi-agency cooperation should be demonstrated (e.g. both state and federal involvement).
2. **Firearms Analysis:** Programs that should enhance and provide support for state and local law enforcement agencies that analyze firearms and ballistic evidence (including NIBIN analysis and tracing of firearms).
4. **Training:** Training to enhance the effective implementation of PSN programs both local and statewide. Agencies and departments are encouraged to choose topics such as gang investigations, firearms investigations and crime gun identification and tracking.
5. **Prevention/Education Programs:** Programs that establish adult and/or juvenile prevention, education courses on firearm safety and laws regarding gun-related offenses, Gang Resistance Education and Training (G.R.E.A.T.), youth mentoring programs, community gang awareness training, offender notification call-ins, and re-entry programs are suggested.

## **Matching Requirement**

Funding will provide for 100% of project costs. No cash or in-kind match will be required.

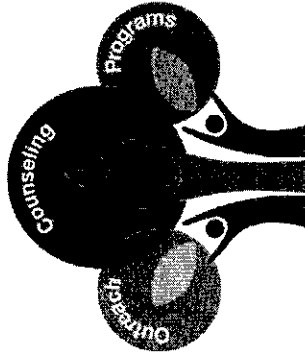
## **Guidelines for the Use of Grant Funds**

### A. Allowable Expenses:

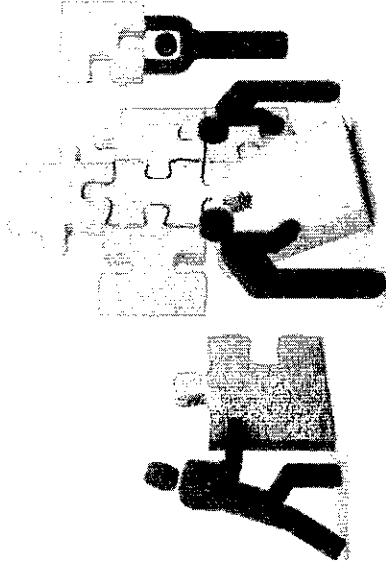
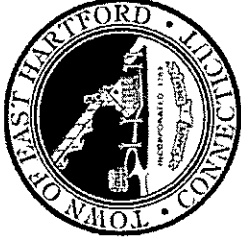
1. Personnel, overtime, training as a component of an overall program, equipment, and supplies are allowable expenses. All expenditures must be related to the implementation of an actual program. This program must be defined in the program narrative sections of the application.
2. All grant-funded personnel must have one hundred percent of their time dedicated to grant activities (See also all non-supplanting provisions in the Grant Terms and Conditions.).

# ADVENTURE

# PLUS



**EAST HARTFORD  
YOUTH  
SERVICES**



## Building Better Relationships Between Police & Youth

East Hartford  
Youth Services

100  
Ct 06108

East Hartford  
East Hartford  
East Hartford

# DATA

- The ADVENTURE PLUS initiative began in the spring of 2012
- Between the spring of 2012 and 2017 about 1,500 youths participated in the program (ages 12–19, in grades 6–12) at four schools in East Hartford.
- During this time, 80% of the eligible patrol officers (excluding supervisors, SRO’s and those assigned to work directly with youth) volunteered to work the program on their day off.
- Approximately 30% of the students who have participated in the program had been referred to the East Hartford JRB for either criminal or status offences.
- The collaboration between the Police Department, the Public Schools and Youth Services has notably impacted a reduction in juvenile arrests in our community. In 2012, East Hartford Police made 302 juvenile arrests and there were 120 referrals to the JRB. In 2015, there were 252 juvenile arrests and 155 JRB referrals – a reduction of 50 arrests and an increase of 35 youths who were not involved in the Juvenile Court System. We believe the ADVENTURE PLUS initiative was a positive contributing factor in those numbers.

# PROGRAM STRUCTURE

- Participating students may be referred by the JRB
- Participating students selected by school staff (not all high-risk youth)
- Police Officers identified by overtime list (not Youth Officers / SRO's)
- Permission slip to participate must be signed by a parent/guardian
- A five (5) hour program (four hours with students)
- Two (2) or more Youth Services outreach facilitators to lead the session
- Two (2) Police Officers (in casual dress)
- Healthy snacks and bottled water provided
- Healthy lunch provided
- Selection of interactive teambuilding games & exercises
- Selection of police/youth interactive classroom scenarios
- Discussions on “Comply To Complain” & “Q-TIP” theories
- Open questions & answers throughout duration of the class



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: July 8, 2019  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc *Ma*  
RE: Resolution: Youth Service Bureau Grant

---

The Town of East Hartford is once again eligible for funding under the State Department of Children and Families Youth Service Bureau (YSB) Grant program. The town will apply to the 2019-2021 Connecticut State Department of Children and Families Youth Service Bureau Grant Program.

The Town will be required to provide a local match of 100%, which will come from already-budgeted Youth Services' funds and grants. The YSB grant will provide our Youth Services department with funding for administration, counseling and programming. The amount of the grant is yet to be determined.

Attached is a draft resolution authorizing an application to the State Department of Children and Families for the grant funding. Please place this information on the agenda for the July 16<sup>th</sup>, 2019 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
C. Nolen, Director of Youth Services

I, Angela M. Attenello, do hereby certify that I am the Council Clerk of the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 740 Main Street, East Hartford. The following is a true and correct copy of a resolution, duly adopted and ratified by the Town of East Hartford Town Council on July 16, 2019, in accordance with the constituent charter of the Town of East Hartford; and the same have not in any way been modified, repealed or rescinded, but are in full force and effect.

### **R E S O L U T I O N**

**WHEREAS**, the Connecticut Department of Children and Families has made available funding through the Youth Service Bureau Grant Program, and;

**WHEREAS**, the purpose of this program is to assist municipalities (or private agencies serving youth which are designated to act as agents for such municipalities), in establishing, maintaining or expanding such Youth Service Bureaus,

**NOW, THEREFORE, LET IT BE RESOLVED:** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is hereby authorized to execute on behalf of this municipality a grant application to the State of Connecticut Department of Children and Families for a "Youth Service Bureau Grant" and to file any amendments or reports as may be required to successfully complete the terms of the grant contract.

**BE IT FURTHER RESOLVED** that That Marcia A. Leclerc is currently serving as Mayor of the Town of East Hartford. Her current term of office began on November 13, 2017 and will continue until November 11, 2019. As the Mayor, Marcia A. Leclerc serves as the Chief Executive Officer for the Town of East Hartford, and is duly authorized to enter into agreements and contracts on behalf of the Town of East Hartford.

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this \_\_\_\_ day of July, 2019.

\_\_\_\_\_  
Angela M. Attenello, Town Council Clerk

Seal

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: Youth Service Bureau Grant Program

Funder: State Department of Children and Families

Grant Amount: To be determined

Frequency:     One time     Annual     Biennial     Other \_\_\_\_\_

First year received:	<u>2001*</u>		
Last 3 years received:	<u>2018</u>	<u>2017</u>	<u>2016</u>
Funding level by year:	<u>\$43,652</u>	<u>\$43,652</u>	<u>\$43,652</u>

Is a local match required?     Yes     No

If yes, how much?    100 percent of grant amount

From which account? Match comes from already-budgeted Youth Services funds and grants

Grant purpose:    The Youth Service Bureau Grant Program seeks to assist municipalities in establishing, maintaining or expanding Youth Service Bureaus.

Results achieved:    Youth Service Bureaus are organized to provide administrative services, including an assessment of youth needs and the coordination of services for youth, and direct services for youth that may include recreational activities, individual and group counseling, parent training and family therapy and others

Duration of grant:    Two years, with funds distributed annually (Town submits application in year one and programmatic budget update in year two).

Status of application: Under development

Meeting attendee:    Youth Services Director Cephus Nolen, x7181


Comments:    \*Grants Office records for this program go back to 2001. It is likely the Town received this grant prior to that date. The state has operated this grant program since 1979



GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution – State Department of Children and Families Youth Service Bureau Grant

DATE: July 5, 2019

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The State Department of Children and Families (DCF) makes grant funds available to local Youth Service Bureaus to support a number of Youth Services Activities. The Town of East Hartford will apply to the 2019 - 2021 Connecticut State Department of Children and Families Youth Service Bureau Grant Program.

These grant funds will support:

- A. The positions of Director, Counseling Coordinator, and Program Coordinator;
- B. Counseling services;
- C. Program services including, but not limited to, positive youth development programs.

The specific amount of the grant is yet to be determined. Last year's grant totaled \$43,652.

I respectfully request that the attached resolution be placed on the Town Council agenda for the July 16, 2019 meeting. This resolution will allow you to make application and execute documents related to the DCF grant.

Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director  
Cephus Nolen, Youth Services Director

## **I. Purpose and General Information**

The purpose of the Youth Service Bureau (YSB) Grant Program is to assist municipalities and private youth-serving organizations designated to act as agents for municipalities in establishing, maintaining or expanding such YSBs.

## **II. Overview**

Local communities began to develop YSBs in the 1960's as a response to a growing number of issues affecting youth. The role of the YSBs has been expanded to include both advocacy and coordination of a comprehensive service delivery system for youth. YSBs are organized to provide:

1. Administrative services, including an assessment of youth needs and the coordination of services for youth.
2. Direct services for youth that may include:
  - recreational activities;
  - individual and group counseling;
  - parent training and family therapy;
  - work placement and employment counseling;
  - alternative and special educational opportunities;
  - outreach programs;
  - teen pregnancy services;
  - suspension/expulsion services;
  - diversion from juvenile justice services;
  - preventive programs including youth pregnancy, youth suicide, violence, alcohol and drug use; and
  - programs that develop positive youth involvement.
3. Administrative core unit functions which include:
  - general administration;
  - research;
  - resource development;
  - community involvement; and
  - youth advocacy.

Additionally, each YSB is required to have an advisory board responsible for making recommendations on overall policy and program direction of the YSB.

The number of YSBs participating in the state's grant program has increased from 56 YSBs serving 71 towns in 1979-80 to 102 bureaus serving 145 towns in 2018-19. State funding for the grant program has increased from \$900,000 in 1979-80 to a high of \$3.3 million in 1994-95. The program was funded at \$2,598,486 in 2018-19.

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
**Police Department**

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638  
July 10, 2019

[www.easthartfordct.gov](http://www.easthartfordct.gov)

Richard F. Kehoe, Chairman  
East Hartford Town Council  
740 Main Street  
East Hartford, CT 06108

**Re: Outdoor Amusement Permit Application -  
"Summerfield Summer Bash"**

Dear Chairman Kehoe:

Attached please find the amusement permit application from **Summerfield Townhouses** by **Angela Elder** its **Property Manager**. The applicant seeks an amusement permit for the purpose of holding a Summerfield Summer Bash event to be held at **Summerfield Townhouses, 66 Plain Drive** on Tuesday, July 23, 2019 from 12 PM to 4 PM. The event will include bounce houses, food truck and a DJ providing music.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks and Recreation, and Public Works Departments as well as the Offices of Corporation Counsel and Finance.

The **Inspections and Permits Department** states that permits and inspections may be required for temporary installations.

The **Fire Department** conducted a review and approves subject to the following conditions:

- **Fire Marshal will have to inspect bounce house, tent and food truck.**
- **There are no anticipated cost to the department.**

The **Health Department** approves the application as submitted and **states there is no anticipated cost for this event.**

The **Risk Management Department** approves the application as submitted.

The **Public Works Department** conducted a review and approved the application as submitted and **states there are no anticipated cost to the department.**

The **Parks and Recreation** has conducted a review of the application and approved the application as submitted.

The **Office of Corporation Counsel** has no concerns or comments and approves the application as submitted.

The **Police Department** conducted a review and approved the application as

submitted and the following comment/recommendation is made:

- The Police Department can provide adequate police protection for this event. The proposed site is suitable for the proposed amusement, the crowd is of moderate size, and the area has sufficient parking available.
- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- In the event that the police manpower required for this event exceeds the Department's normal patrol complement, some overtime hiring may be necessary. The number of officers and cost of such overtime hiring is yet to be determined. As an event that is not Town sponsored, this expense will have to be borne by the applicant.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Sansom". The signature is written in a cursive, slightly slanted style.

Scott Sansom  
Chief of Police

cc:  
Applicant

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

OUTDOOR AMUSEMENT PERMITS  
31 SCHOOL STREET  
EAST HARTFORD, CT 06108-2638  
(860) 528-4401

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR

1. Name of Event: Summerfield Summer Bash
2. Date(s) of Event: JULY 23, 2019
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):  
Summerfield Townhouses  
100 Plainville Rd  
EAST HARTFORD, CT 06118  
800-569-0330  
AELDER@hallkeen.com
4. If Applicant is a partnership, corporation, limited liability company, club, or association, list the names of all partners, members, directors and officers AND provide their business address.  
See Attached
5. List the location of the proposed amusement: (Name of facility and address)  
Summerfield Townhouses  
100 Plainville Rd. EAST HARTFORD, CT 06118
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):  
JULY 23, 2019 Time: 12pm - 4pm
7. Provide a detailed description of the proposed amusement:  
Bounce Houses, Food Truck, DJ-Music,  
TENT 30x30 FOR EATING

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes  No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? 12pm - 4pm July 22, 2018

9. What is the expected age group(s) of participants?

0-100 yoa - Residents only of Sommerfield Townhomes

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

300

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

NO IMPACT = ALL CROWD IN AREA OF 66-70 Plain Drive

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

NOISE - USING PARKING LOT 1 BEHIND 70 Plain Drive

c. Parking plan on site & impact on surrounding / supporting streets:

PRIVATE PARK LOT -

d. Noise impact on neighborhood:

NOISE

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

MANAGEMENT STAFF

f. List expected general disruption to neighborhood's normal life and activities:

NOISE

g. Other expected influence on surrounding neighborhood:

NOISE

12. Provide a detailed plan for the ~~following~~

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

NO BLOCKED ACCESSIBILITY

b. Provisions for notification of proper authorities in the case of an emergency:

c. Any provision for on-site emergency medical services:

NOISE

d. Crowd control plan:

MANAGEMENT STAFF

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

N/A

f. Provision of sanitary facilities:

YES - RESIDENT OWN APARTMENT + COMMUNITY ROOM

13. Will food be provided, served, or sold on site:

Food available  Yes  No NOT SOLD AND contact has been made with the East Hartford Health

Department  Yes  No.

14. Does the proposed amusement involve the sale and/or provision of alcoholic beverages to amusement attendees,

Yes  No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

- a. For such sale or provision,
- b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

---

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

- a. False Statement is a Class A Misdemeanor.
- b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

---

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Summerfield Townhouses  
(Legal Name of Applicant)

[Signature]  
(Applicant Signature)

Angela Elder  
(Printed Name)

6/27/19  
(Date Signed)

Property Manager  
(Capacity in which signing)

---

(Send application electronically to [cfrank@easthartfordct.gov](mailto:cfrank@easthartfordct.gov))

---

FOR OFFICE USE

Insurance Certificate Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Liquor Permit Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Certificate of Alcohol Liability Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Time Waiver Request Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Fee Waiver Request Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

Received By: Paulyna Pham

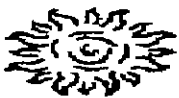
Employee Number: 9084

Date & Time Signed: 6/27/19 10 : 38 AM PM

Time remaining before event: 25 days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.





# SUMMERFIELD TOWNHOUSES

## *NAMES AND ADDRESS OF PRINCIPALS*

<b><i>NAME</i></b>	<b><i>POSITION</i></b>	<b><i>ADDRESS</i></b>	<b><i>PHONE#</i></b>
<b>Andrew P. Burnes</b>	<b>President</b>	<b>1400 Providence Highway, Suite 1000, Norwood, MA 02062</b>	<b>781-762-4800</b>
<b>John L. Hall II</b>	<b>2000 Trust</b>	<b>20 University Road, Cambridge, MA 02138</b>	<b>617-523-1710</b>
<b>Denison M. Hall</b>		<b>40 Beach Street, Suite 203, Manchester, MA 01944</b>	<b>978-526-8120</b>
<b>Steven Wheeler</b>		<b>4509 Spring Island, Cokatie, SC 29909</b>	<b>843-987-0486</b>
<b>Mark Hess</b>		<b>1400 Providence Highway, Suite 1000, Norwood, MA 02062</b>	<b>781-762-4800</b>
<b>William Hoffman</b>		<b>10 Richards Road, Lynnfield, MA 01940</b>	<b>617-966-7733</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 160 Federal St. 4th Floor Boston, MA 02110	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C No, Ext):</b> 617-330-5700	<b>FAX (A/C, No):</b> 617-439-3752
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Philadelphia Indemnity Insurance Company		
<b>INSURER B:</b> Federal Insurance Company		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**COVERAGES**      **CERTIFICATE NUMBER:** 49723806      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK1979514	5/15/2019	5/15/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Deductible	\$ None
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1979514	5/15/2019	5/15/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB875287	5/15/2019	5/15/2020	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$
B	Excess Liability			79861076	5/15/2019	5/15/2020	Excess Liability	\$ 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Summerfield Townhouses

<b>CERTIFICATE HOLDER</b>  Town of East Hartford 740 Main Street East Hartford CT 06108	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>   Michael Christian

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Risk Strategies Company		NAMED INSURED HallKeen Management, Inc. 1400 Providence Highway Suite 1000 Norwood MA 02062	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25      FORM TITLE: Certificate of Liability (03/16)

HOLDER: Town of East Hartford

ADDRESS: 740 Main Street East Hartford CT 06108

**Location:**

East Hartford Estates/Summerfield  
66 Plain Drive a/k/a 67 Plain Drive, East Hartford, CT 06118

**Description of Operations/Locations/Vehicles:**

# SCHEDULE OF ADDITIONAL NAMED INSUREDS

DATE ISSUED

7/1/2019

**NAMED INSURED:**

HallKeen Management, Inc.  
1400 Providence Highway Suite 1000  
Norwood MA 02062

**CERTIFICATE HOLDER:**

Town of East Hartford  
740 Main Street  
East Hartford CT 06108

**Named Insured 1**

**Named Insured dba**

HallKeen East Hartford, LP  
HallKeen Management, Inc.  
HK East Hartford, Inc.  
The Community Development Trust LP

inspe.

**Pham, Paulyna**

---

**From:** Grew, Greg  
**Sent:** Thursday, June 27, 2019 11:44 AM  
**To:** Pham, Paulyna  
**Subject:** RE: Summerfield Summer Bash Amusement Appli.

Per Town Ordinance 5-3 my review and approval are not required. Permits and inspections may be required for temporary installations.

MILTON GREGORY GREW, AIA  
Director of Inspections & Permits  
(Building / Zoning / Property Maint.)  
TOWN OF EAST HARTFORD  
740 Main Street  
East Hartford, CT 06108  
Direct (860) 291-7345  
Mobile (860) 874-8034  
[www.easthartfordct.gov/inspections-and-permits](http://www.easthartfordct.gov/inspections-and-permits)

**From:** Pham, Paulyna  
**Sent:** Thursday, June 27, 2019 11:37 AM  
**To:** Cordier, James; Cruz-Aponte, Marilyn; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Munson, Kevin; Neves, Paul; O'Connell, Michael; Sansom, Scott; Sassen, Christine; Wagner, Justin; Walsh, Mike  
**Subject:** Summerfield Summer Bash Amusement Appli.

Good morning –

Please see attached for the outdoor amusement permit application for the Summerfield Summer Bash.

Date: Tuesday, July 23, 2019

**\*\*AS THIS APPLICATION WAS RECEIVED 25 DAYS PRIOR TO THE EVENT, IN ORDER TO HAVE THIS PLACED ON THE AGENDA FOR THE TOWN COUNCIL MEETING OF JULY 16, 2019, I AM REQUESTING YOUR REVIEWS BE IN NO LATER THAN WEDNESDAY, JULY 3<sup>RD</sup> AT 10:00 AM. \*\***

Town Ordinance (TO) 5-3 requires that certain department heads submit their comments, regarding this amusement application, within two weeks from the date the application was filed. Please send signed reviews, or an e-mail, regarding your comments no later than **WEDNESDAY, JULY 3<sup>RD</sup> by 10:00 AM.**

*Paulyna Pham*

East Hartford Police Department  
Administrative Clerk  
31 School St.  
East Hartford CT 06108  
Ph: (860) 291-7631



Mark J. Sirois  
Chief of Police

**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

**OUTDOOR AMUSEMENT PERMIT**  
**APPLICATION**

**Administrative Review of Amusement Permit**

Event Date: **Tuesday, July 23, 2019**

Event: **Summerfield Summer Bash**

Applicant: **Summerfield Townhouses, by Angela Elder it's Property Manager**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel
- Police Department

Anticipated Cost if known \$ 0

Assistant Chief Kevin Munson 6/27/2019

Signature

Date

Comments:

**Pham, Paulyna**

---

**From:** Wagner, Justin  
**Sent:** Tuesday, July 2, 2019 8:25 AM  
**To:** Pham, Paulyna  
**Subject:** RE: Summerfield Summer Bash Amusement Appli.

This has been signed off by me, and we will send an inspector on 7/23 around 11:30 to look at everything prior to the event...

Justin Wagner  
Fire Marshal  
East Hartford Fire Department  
31 School St  
East Hartford, CT 06108  
860-291-7432 Direct  
860-541-0346 Mobile  
860-291-9309 Fax  
[jwagner@easthartfordct.gov](mailto:jwagner@easthartfordct.gov)



The East Hartford Fire Department is committed to the prevention of fires and protection of lives, property and the environment. The Department's major areas of emergency response include fire suppression and investigation, emergency medical services, technical rescue, and hazardous materials incidents.

**PRIVILEGED AND CONFIDENTIAL:** The information contained in this electronic message and any attachments are confidential property and intended only for the use of the addressee. Any interception, copying, accessing, or disclosure or distribution of this message is prohibited, and sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please notify the sender immediately and purge the message you received.

**From:** Pham, Paulyna  
**Sent:** Thursday, June 27, 2019 2:20 PM  
**To:** Wagner, Justin <[jwagner@easthartfordct.gov](mailto:jwagner@easthartfordct.gov)>  
**Subject:** FW: Summerfield Summer Bash Amusement Appli.

Good afternoon –

I was told that you should be included on this approval because there will be a tent and food trucks that will need to be inspected.

Please see attached for the application and see below for the approval's due date.

Thank you !



Mark J. Sirois  
Chief of Police

Outdoor Amusement Permits  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

**OUTDOOR AMUSEMENT PERMIT**  
**APPLICATION**

**Administrative Review of Amusement Permit**

Event Date: **Tuesday, July 23, 2019**

Event: **Summerfield Summer Bash**

Applicant: **Summerfield Townhouses, by Angela Elder it's Property Manager**

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- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel
- Police Department

Anticipated Cost if known \$                     0                    

Michael T. O'Connell  
Signature

06/27/2019  
Date

**Comments:**

Approval recommended provided that the applicant submit any temporary foodservice permit applications at least 2 weeks prior to the event.



**Pham, Paulyna**

---

**From:** Sasen, Christine  
**Sent:** Monday, July 1, 2019 1:18 PM  
**To:** Pham, Paulyna  
**Subject:** Summerfield  
**Attachments:** COI - Summerfield.pdf

You have my approval.

Chris

Christine M. Sasen, MBA  
Risk Manager  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
Telephone: (860) 291-7244  
Facsimile: (860) 289-0831  
Cell: (860) 436-7787  
E-Mail: [csasen@easthartfordct.gov](mailto:csasen@easthartfordct.gov)



Mark J. Sirois  
Chief of Police

Outdoor Amusement Permits  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

**OUTDOOR AMUSEMENT PERMIT**  
**APPLICATION**

**Administrative Review of Amusement Permit**

Event Date: **Tuesday, July 23, 2019**

Event: **Summerfield Summer Bash**

Applicant: **Summerfield Townhouses, by Angela Elder it's Property Manager**

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- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel
- Police Department

Anticipated Cost if known \$ None

Marilynn Cruz-Aponte 6-27-2019  
Signature Date

Comments:

PARKS



Mark J. Sirois  
Chief of Police

Outdoor Amusement Permits  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

**OUTDOOR AMUSEMENT PERMIT**  
**APPLICATION**

**Administrative Review of Amusement Permit**

Event Date: **Tuesday, July 23, 2019**

Event: **Summerfield Summer Bash**

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- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel
- Police Department

Anticipated Cost if known \$0

*Ted Fravel*

Signature

7/3/19

Date

Comments:

**Pham, Paulyna**

---

**From:** Gentile, Richard  
**Sent:** Thursday, June 27, 2019 11:43 AM  
**To:** Pham, Paulyna  
**Subject:** RE: Summerfield Summer Bash Amusement Appli.

I have no concerns or comments with respect to this application

Richard P. Gentile  
Assistant Corporation Counsel  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
860-291-7217  
[rpgentile@easthartfordct.gov](mailto:rpgentile@easthartfordct.gov)

THIS MESSAGE AND ANY OF ITS ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE DESIGNATED RECIPIENT, OR THE RECIPIENT'S DESIGNEE, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL AND/OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DELETE ALL COPIES OF THIS MESSAGE INCLUDING ANY ATTACHMENTS AND NOTIFY THE OFFICE OF THE CORPORATION COUNSEL THAT YOU RECEIVED THIS COMMUNICATION IN ERROR BY CALLING 860 291-7215. THANK YOU

**From:** Pham, Paulyna  
**Sent:** Thursday, June 27, 2019 11:37 AM  
**To:** Cordier, James; Cruz-Aponte, Marilyn; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Munson, Kevin; Neves, Paul; O'Connell, Michael; Sansom, Scott; Sasen, Christine; Wagner, Justin; Walsh, Mike  
**Subject:** Summerfield Summer Bash Amusement Appli.

Good morning –

Please see attached for the outdoor amusement permit application for the Summerfield Summer Bash.

Date: Tuesday, July 23, 2019

**\*\*AS THIS APPLICATION WAS RECEIVED 25 DAYS PRIOR TO THE EVENT, IN ORDER TO HAVE THIS PLACED ON THE AGENDA FOR THE TOWN COUNCIL MEETING OF JULY 16, 2019, I AM REQUESTING YOUR REVIEWS BE IN NO LATER THAN WEDNESDAY, JULY 3<sup>RD</sup> AT 10:00 AM. \*\***

Town Ordinance (TO) 5-3 requires that certain department heads submit their comments, regarding this amusement application, within two weeks from the date the application was filed. Please send signed reviews, or an e-mail, regarding your comments no later than **WEDNESDAY, JULY 3<sup>RD</sup> by 10:00 AM.**

*Paulyna Pham*

East Hartford Police Department  
Administrative Clerk  
31 School St.

**Pham, Paulyna**

---

**From:** Hawkins, Mack  
**Sent:** Friday, June 28, 2019 8:27 AM  
**To:** Pham, Paulyna  
**Subject:** RE: Summerfield Summer Bash Amusement Appli.

Paulyna,

I have reviewed the Outdoor Amusement Permit Application for Summerfield Bash -2019. I approve the application as submitted. Please mark the worksheet *Extra Attention* for the day of the event.

Thanks you,

*Deputy Chief Mack S. Hawkins*

Chief of Field Operations  
East Hartford Police Department  
31 School St.  
East Hartford, CT 06108  
Office 860 291-7597

***Serving Our Community with Pride and Integrity***



**From:** Pham, Paulyna  
**Sent:** Thursday, June 27, 2019 11:37 AM  
**To:** Cordier, James <jcordier@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>  
**Cc:** Cohen, Bruce <BCohen@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Munson, Kevin <KMunson@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>; Walsh, Mike <MWalsh@easthartfordct.gov>  
**Subject:** Summerfield Summer Bash Amusement Appli.

Good morning –

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
**Police Department**

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

www.easthartfordct.gov

July 10, 2019

Richard F. Kehoe, Chairman  
East Hartford Town Council  
740 Main Street  
East Hartford, CT 06108

**Re: Outdoor Amusement Permit Application  
Believe 208 Run for the Finest and Bravest**

Dear Mr. Kehoe:

Attached please find an Outdoor Amusement Permit Application submitted by **CABLE INC.**, by **Kathryn Kleis, its Race Director**. The applicant seeks to conduct a **5K Run in memory of East Hartford Police Officer Paul Buchanan on Sunday, September 29, 2019 from 8:00 AM to 9:30 AM**. The race will begin at the Knights of Columbus (Main Street) and into South Windsor, northbound on Main Street, and return southbound on Main Street. There will be music and food at the event.

**The applicant respectfully requests a waiver of the associated permit fee**, under the provisions of (TO) 5-6(a), due to the Town of East Hartford as the purpose of this event is to increase awareness of the challenges facing all first responders.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, Public Works Departments and the Offices of the Corporation Counsel and Finance.

The **Inspections and Permits Department** states that permits and inspections may be required for temporary installations.

The **Offices of Corporation Counsel and Risk Management** approve the application as submitted.

The **Public Works, Fire, and Parks & Recreation Departments** approve the application as submitted and state **there are no anticipated costs to their Departments for this event**.

The **Health Department** approves the application as submitted and states **the anticipated cost to the department for this event is unknown at the time**.

The **Police Department** approves the application as submitted and states that the **anticipated cost to the Department for this event is \$2,074.47.**

Respectfully submitted for your information.

Sincerely,

A handwritten signature in blue ink that reads "Scott M. Sansom". The signature is written in a cursive style with a long horizontal stroke at the end.

Scott M. Sansom  
Chief of Police

Cc: Applicant

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

OUTDOOR AMUSEMENT PERMITS  
31 SCHOOL STREET  
EAST HARTFORD, CT 06108-2638  
(860) 528-4401

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

**THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR**

1. Name of Event:  
Believe 208 - Run for the Brave and Finest
2. Date(s) of Event:  
Sunday, September 29, 2019
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):  
Katy Kleis, Race Director (organization, CABLE Inc., Believe 208)  
2 Redbud Lane, Glastonbury, CT 06033  
W: 860-913-2157 C: 203-313-0832  
Email: Katy.Kleis@gmail.com or believe208run@gmail.com
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.  
N/A
5. List the location of the proposed amusement: (Name of facility and address)  
1831 Main Street, East Hartford CT 06118 to South Windsor town line
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):  
1831 Main Street, East Hartford CT 06118 to South Windsor town line  
8:00AM - 9:30AM
7. Provide a detailed description of the proposed amusement:  
5K road race in memory of East Hartford Police Officer Paul Buchanan -  
please see attached for more information



8. Will music or other entertainment be provided wholly or partially outdoors?

Yes  No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? 8:00-11:00 AM at Knights of Columbus

9. What is the expected age group(s) of participants?

4-70

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

200-500

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

Road closure Ellington Road & Main Street to Old Main St., South Windsor

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

EHPD will open northbound to southbound as runners complete course.

c. Parking plan on site & impact on surrounding / supporting streets:

Parking at Knights of Columbus in designated lots, no overflow on streets

d. Noise impact on neighborhood:

Minimal

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

Trash receptacles provided, volunteers will clean course on-going & ASAP

f. List expected general disruption to neighborhood's normal life and activities:

Minimal traffic delays for Passaro Dr. & Main Street approx. 35-45 min max

g. Other expected influence on surrounding neighborhood:

None

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

Police, fire & medical on-site.

b. Provisions for notification of proper authorities in the case of an emergency:

Volunteers with cell phones/walkie talkies. Emergency personnel on-site.

c. Any provision for on-site emergency medical services:

EHPD on site.

d. Crowd control plan:

Not applicable.

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

Cones and trash will be picked up by volunteers.

f. Provision of sanitary facilities:

On-site at Knights of Columbus

13. Will food be provided, served, or sold on site:

a. Food available:  Yes  No **AND**

b. Contact has been made with the East Hartford Health Department  Yes  No.

14. Does the proposed amusement involve the sale and / or provision of alcoholic beverages to amusement attendees,

Yes  No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

Fee waiver request

---

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

---

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Kathryn Kleis

(Legal Name of Applicant)



(Applicant Signature)

Kathryn Kleis

(Printed Name)

6/6/2019

(Date Signed)

Race Director

(Capacity in which signing)



(Click button to send application electronically to [lfitzgerald@easthartfordct.gov](mailto:lfitzgerald@easthartfordct.gov))

**FOR OFFICE USE**

Insurance Certificate Included:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Liquor Permit Included:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Certificate of Alcohol Liability Included:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Time Waiver Request Included:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Fee Waiver Request Included:	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Received By: Paulyna Pham

Employee Number: 9084

Date & Time Signed: 6/10/19 3 : 23 AM PM

Time remaining before event: 110 days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.

## **The Believe 208: Run for the Brave and Finest**

The route is as follows:

- Beginning at the Run Command Post, the Knights of Columbus Hall located at 1831 (Old) Main St., East Hartford, runners will run
- North onto Main St which turns into (Old) Main Street
- Continue straight past the intersection of Gilman and (Old) Main Streets
- Continue straight past Passaro Drive.
- Continue straight past Brook Street.
- Continuing straight to North King Street, South Windsor at which point runners turn around on the street's loop and follow the same route back to the point and place of beginning.

## Question #7

### Believe 208: Run for the Brave and Finest

The Annual Believe 208 5K Run for the Brave and Finest, in Memory of East Hartford Police Officer Paul Buchanan, supports "Believe 208". "Believe 208", an initiative in collaboration with the Connecticut Alliance to Benefit Law Enforcement (CABLE), works to provide resources, training and information on all aspects of first responder well-being. The "Believe 208" mission is to increase awareness of the unique challenges facing first responders and to be a trusted, influential source for first responders, their families, agencies and community stakeholders. Proceeds from the race fund education and training efforts and provide resources to first responders and families in need.

### Course Route:

The 5K race will start at the Knights of Columbus (1831 Main Street, East Hartford) and will continue into South Windsor on Main Street Northbound and will return on Main Street South Bound.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C No. Ext):</b> (530) 477-6521 <b>E-MAIL ADDRESS:</b> info@theeventhelper.com <b>FAX (A/C No.):</b>	
<b>INSURED</b> CABLE, Inc. Believe 208 c/o Katy Kleis 82 Cottonwood Road Newington CT 06111		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Evanston Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 35378	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3DS5468-M1529858	09/29/2019 12:01 AM	09/30/2019 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 1,000,000 Deductible \$ 1,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.  
Attendance: 500, Event Type: 5 K Run.  
Waiver of Subrogation applies per attached CG 24 04 05 09.  
Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

<b>CERTIFICATE HOLDER</b> Town of East Hartford, its officials, employees, volunteers, boards and commissions 740 Main Street East Hartford CT 06108	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Will Maddux</i>
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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Town of East Hartford, its officials,  
employees, volunteers, boards and  
commissions  
740 Main Street  
East Hartford, CT 06108

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Person Or Organization:</b> Town of East Hartford, its officials, employees, volunteers, boards and commissions 740 Main Street East Hartford, CT 06108</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**Pham, Paulyna**

---

**From:** Grew, Greg  
**Sent:** Tuesday, June 11, 2019 8:31 AM  
**To:** Pham, Paulyna  
**Subject:** Re: Believe 208 Run Application

Per Ordinance 5-3 my review and approval is not required. Permits and inspections may be required for temporary installations.

MILTON GREGORY GREW, AIA  
Director of Inspections & Permits  
(Building / Zoning / Property Maint.)  
TOWN OF EAST HARTFORD  
740 Main Street  
East Hartford, CT 06108  
Direct [\(860\) 291-7345](tel:8602917345)  
Mobile [\(860\) 874-8034](tel:8608748034)  
<http://www.easthartfordct.gov/inspections-and-permits>

---

**From:** Pham, Paulyna  
**Sent:** Monday, June 10, 2019 3:39 PM  
**To:** Cordier, James; Cruz-Aponte, Marilyn; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Munson, Kevin; Neves, Paul; O'Connell, Michael; Sansom, Scott; Sasen, Christine; Wagner, Justin; Walsh, Mike  
**Subject:** Believe 208 Run Application

Good afternoon all –

Please see attached for the application for the Believe 208 – Run for the Brave and Finest.

Date: Sunday, September 29, 2019

Town Ordinance (TO) 5-3 requires that certain department heads submit their comments, regarding this amusement application, within two weeks from the date the application was filed. Please send signed reviews, or an e-mail, regarding your comments no later than **Monday, June 24, 2019.**

*Paulyna Pham*

East Hartford Police Department  
Administrative Clerk  
31 School St.  
East Hartford CT 06108  
Ph: (860) 291-7631

***“Serving Our Community with Pride and Integrity”***

**Pham, Paulyna**

---

**From:** Gentile, Richard  
**Sent:** Tuesday, June 25, 2019 9:21 AM  
**To:** Pham, Paulyna  
**Subject:** RE: Believe 208 Review/Approval

I have no comments or concerns on this application

**From:** Pham, Paulyna  
**Sent:** Monday, June 24, 2019 12:44 PM  
**To:** Gentile, Richard; Fravel, Theodore; Hawkins, Mack  
**Cc:** Dwyer, Sean  
**Subject:** Believe 208 Review/Approval

Good afternoon –

Just a reminder, the review/approval for the **Believe 208 – Run for the Brave and Finest** on *September 29, 2019* is due by the end of today.

Thank you !

*Paulyna Pham*

East Hartford Police Department  
Administrative Clerk  
31 School St.  
East Hartford CT 06108  
Ph: (860) 291-7631

***“Serving Our Community with Pride and Integrity”***

**Pham, Paulyna**

---

**From:** Sasen, Christine  
**Sent:** Friday, June 14, 2019 2:28 PM  
**To:** Pham, Paulyna  
**Subject:** RE: Believe 208 Run Application

OK

**From:** Pham, Paulyna  
**Sent:** Monday, June 10, 2019 3:39 PM  
**To:** Cordier, James; Cruz-Aponte, Marilyn; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Davis, Robert; Drouin, Darrell; Dwyer, Sean; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Munson, Kevin; Neves, Paul; O'Connell, Michael; Sansom, Scott; Sasen, Christine; Wagner, Justin; Walsh, Mike  
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Scott M Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**SUPPORT SERVICES BUREAU**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

Event Date: **September 29, 2019**

Event: **Believe 208-Run for the Finest and Bravest**

Applicant: **CABLE INC., Believe 208 by Kathryn Kleis, its Race Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
  - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
  - 3. the application be disapproved for the reason(s) set forth in the attached comments.
- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$ None

Marilynn Cruz-Aponte  
Signature

6-11-2019

Date

Comments:

Fire



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**SUPPORT SERVICES BUREAU**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

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  - 3. the application be disapproved for the reason(s) set forth in the attached comments.
- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$                     0

Assistant Chief Kevin Munson 6/11/2019

Signature

Date

Comments:

Parks



Scott M. Sansom  
Chief of Police

TOWN OF EAST HARTFORD  
POLICE DEPARTMENT  
SUPPORT SERVICES BUREAU  
Outdoor Amusement Permits  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

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- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- 
- Anticipated Cost(s) if known \$ \_\_\_\_\_

Ted Fravel  
Signature

7/10/19

Date

Comments:

Health



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD  
POLICE DEPARTMENT  
SUPPORT SERVICES BUREAU  
Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

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Applicant: CABLE INC., Believe 208 by Kathryn Kleis, its Race Director

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  - 3. the application be disapproved for the reason(s) set forth in the attached comments.
- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$ \_\_\_\_\_ unknown at this time \_\_\_\_\_

Michael T. O'Connell  
Signature

06/11/2019  
Date

### Comments:

Approval recommended provided any temporary foodservice permit applications are submitted to the Health Department at least 2 weeks prior to the event.



Pham, Paulyna

---

**From:** Hawkins, Mack  
**Sent:** Tuesday, June 25, 2019 10:32 AM  
**To:** Pham, Paulyna  
**Subject:** RE: Believe 208 Review/Approval

Paulyna,

I have reviewed the Outdoor Amusement Permit Application for Believe 208 – Run for the Brave and Finest 2019. I approve the application as submitted. The anticipated cost to the Department for this event is \$2,074.47.

Thanks you,

*Deputy Chief Mack S. Hawkins*

Chief of Field Operations  
East Hartford Police Department  
[31 School St.](#)  
[East Hartford, CT 06108](#)  
Office 860 291-7597

***Serving Our Community with Pride and Integrity***



**From:** Pham, Paulyna  
**Sent:** Monday, June 24, 2019 12:44 PM  
**To:** Gentile, Richard <RPGentile@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>  
**Cc:** Dwyer, Sean <SDwyer@easthartfordct.gov>  
**Subject:** Believe 208 Review/Approval

Good afternoon –

Just a reminder, the review/approval for the **Believe 208 – Run for the Brave and Finest** on *September 29, 2019* is due by the end of today.

Thank you !

*Paulyna Pham*

*Robert J. Peck*

OFFICE OF THE  
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

2019 JUL 12 A 8 51

FAX (860) 291-7389  
TOWN CLERK  
EAST HARTFORD

**DATE:** July 11, 2019

**TO:** Town Council Members

**FROM:** Rich Kehoe, Chair

**RE:** Tuesday, July 16, 2019 6:45 p.m. Town Council Majority Office

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

**Tuesday, July 16, 2019**

**6:45 p.m.**

**Town Council Majority Office**

The purpose of the meeting is to meet in executive session to discuss:

- The pending property damage claim of The Connecticut Light & Power Co. D.B.A. Eversource Energy;
- The pending property damage claim of Tyler Devaux;
- The Tentative Agreement between the Town of East Hartford and the Teamsters Local #671 Union – Telecommunicators; and
- The 2020-2023 Collective Bargaining Agreement between the East Hartford Board of Education and the East Hartford Educational Administrative and Supervisory Unit

C: Mayor Leclerc  
Scott Chadwick, Corporation Counsel  
Mike Walsh, Finance Director  
Santiago Malave, Human Resources Director  
Christopher Wethje, EHPS Human Resources Director