

Robert J. Paek

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
NOVEMBER 15, 2016

2016 NOV 10 A 10:52

TOWN CLERK
EAST HARTFORD

7:00 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

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. November 1, 2016 Executive Session

B. November 1, 2016 Regular Meeting

6. COMMUNICATIONS AND PETITIONS

A. Holiday Fest Tithe

B. 2016 Young Philanthropist of the Year – Melanie Valdes

C. Brownfields Presentation: TRC Companies, Inc.

7. OLD BUSINESS – **tabled at the November 1, 2016 Meeting**

A. Library Administration and Operations Contract:

1. Appointment of Mayor Leclerc as Director of Libraries

2. Bid Waiver: Contract re: Hartford Public Library and East Hartford Public Library

8. NEW BUSINESS

A. Tentative Agreement: Teamsters' Local 559 – Telecommunicators

1. Approval of Agreement

2. Contingency Transfer

B. Tentative Agreement: Local 818 – Supervisors' Union

1. Approval of Agreement

2. Contingency Transfer

C. TD Green Street Program

D. Dial-a-Ride Operating System Grant

E. DOT Encroachment Agreement: Bus Passenger Shelters

F. 2017 Town Council Meeting Schedule

G. 2017-2018 Budget Workshop Schedule

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE
ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Merchant Founders Lodging, LLC – tax appeal

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

 12. ADJOURNMENT (next meeting: December 13th)
-

Robert J. Pasch

2016 NOV -7 A 9:11

TOWN COUNCIL MAJORITY OFFICE

TOWN CLERK
EAST HARTFORD

NOVEMBER 1, 2016

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader
Linda A. Russo, Minority Leader Esther B. Clarke, Councillors Marc I.
Weinberg, Ram Aberasturia, Joseph R. Carlson and Michael G. Kurker

ABSENT Councillor Patricia Harmon

ALSO Scott Chadwick, Corporation Counsel
PRESENT

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:51p.m.

MOTION By Esther Clarke
seconded by Bill Horan
to **go into** Executive Session to discuss the following cases:

- the pending personal injury claim of Corey Wray
- the pending personal injury claim of Raymond Alvarado
- the pending Superior Court action known as Dionicia Ysabel v Town of East Hartford, et al, Docket No. CV-14-6047412-S

Motion carried 8/0.

MOTION By Esther Clarke
seconded by Bill Horan
to **go back to** Regular Session.
Motion carried 8/0.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Bill Horan
to **adjourn** (7:08 p.m.)
Motion carried 8/0.

Attest

Richard F. Kehoe

Richard F. Kehoe
Town Council Chair

Robert J. Groat

EAST HARTFORD TOWN COUNCIL

2016 NOV -7 A 9:11

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

NOVEMBER 1, 2016

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader
Linda A. Russo, Minority Leader Esther B. Clarke, Councillors Marc I.
Weinberg, Ram Aberasturia, Joseph R. Carlson and Michael G. Kurker

ABSENT Councillor Patricia Harmon

CALL TO ORDER

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

The Councillors agreed to allow the following individual, who is not a town resident, to speak at this time.

Kendall Wiggin, Connecticut State Librarian, spoke to the Council on the benefits of regionalization of library services in Connecticut.

Ivette Juarbe, 84 Scott Street, is in favor of the Library Contract with Hartford Public Library.

Vince Juliano, 131 Appletree Drive, while in favor of the Library Contract with Hartford Public Library, had 3 areas of concern: cooperation, length of the contract and the financial aspect.

Joanne Covey, 1581 Main Street, is not in favor of the Library Contract with Hartford Public Library.

Anita Morrison, 47 Woodbridge Avenue, believes that regionalization is a step in the right direction, but is opposed to this Library Contract with the Hartford Public Library due to Hartford's financial situation.

Donald Sugalski, 1736 Main Street, opposed to the Library Contract with Hartford Public Library and suggested that the Town go through the bidding process to see what other towns/entities are interested in partnering with East Hartford.

Susan Kniep, 50 Olde Roberts Street, (1) asked that the administration freeze wages on all union contracts; (2) opposes the Library Contract with the Hartford Public Library; and (3) believes there is a conflict of interest in the appointment of Hazelann Cook to the East Hartford Housing Authority's Board of Commissioners.

Mayor Leclerc (1) sadly announced that the town's bomb sniffing dog, Charlie, died; (2) Pat Sirois will be available at the November 15th meeting to speak on Holiday Fest; (3) Coffee with a Cop held their 2nd program meeting which was very well attended; (4) the Drug Take Back Day was a success; (5) Railroad Crossing drill exercise was completed this past weekend and went very well; (6) leaf pickup has commenced; (7) the Golf Cart Pathway project is underway; (8) the Hockanum basketball court paving is completed; (9) work on the 8 EHHS tennis courts is completed and looks great; (10) Labor Field parking lot and lighting is almost done; (11) sixteen residents completed the several weeks-long Police Citizens Academy; (12) the EHPD went through an extensive training program; and (13) thanked the Chair for adding the Click It or Ticket resolution to the agenda.

APPROVAL OF MINUTES

October 18, 2016 Regular Meeting

MOTION By Linda Russo
seconded by Ram Aberasturia
to **approve** the minutes of the October 18, 2016 Regular Meeting.
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

Finance Director Update re: MDC

Mike Walsh, Finance Director, addressed the Council on three issues that the Metropolitan District Corporation (MDC) is facing: (1) CRRA unrecovered OPEB costs; (2) Hartford's financial situation, which may lead to Hartford's failing to pay their 2017 assessment; and (3) Clean Water Project. Additionally, the MDC's rating has been decreased from Aa1 to Aa2 with a negative outlook.

Director Walsh indicated that the MDC is seeking a \$16M reserve payment from all towns to ensure adequate revenue to pay their expenses, including bond payments, if Hartford fails to pay their 2017 assessment. East Hartford's share of the ad valorem tax reserve would be \$1.9M which would be due July 2017 and September 2017. Provided Hartford does not default on their payment, the MDC would credit the \$1.9M back to East Hartford in January 2018 and March 2018 – therefore not impacting East Hartford's budget negatively. If Hartford defaults, the credits would not be returned to East Hartford and a budget adjustment would be required. Nothing has been agreed to at this point and will be further discussed during town budget deliberations.

Tentative Agreement: Teamster's Local 559 – Telecommunicators

Chair Kehoe formally announced receipt of the tentative agreement between the Town of East Hartford and the Teamsters Local 559 Union, which will be on the November 15, 2016 agenda for discussion and vote.

NEW BUSINESS

Library Administration and Operations Contract:

Appointment of Mayor Leclerc as Director of Libraries and Bid Waiver: Contract re: Hartford Public Library and East Hartford Public Library

MOTION By Bill Horan
seconded by Linda Russo
that pursuant to Section 4.3 (c) of the Town Charter, the Town Council hereby **approves** Mayor Marcia A. Leclerc's decision to perform the duties of the Director of Libraries for the Town of East Hartford and to **waive** the bidding requirements of Town Ordinance Section 10-7 and **authorize** the Administration to enter into a three-year contract with The Hartford Public Library to assist with the day-to-day operations and programming activities at the East Hartford Public Library, commencing on November 1, 2016 and terminating on October 31, 2019, at an initial annual rate of \$97,000 (with an annual increase of 1.5% per year), such waiver being in the best interests of the Town because it will (1) create cost savings in the East Hartford Public Library's budget; (2) allow the East Hartford Public Library to continue its current level of operations; and (3) allow the utilization of The Hartford Public Library's expertise to enhance East Hartford Public Library's community outreach and programming.

MOTION By Linda Russo
seconded by Ram Aberasturia
to **table** the appointment of Mayor Leclerc as Director of Libraries and the bid waiver regarding the contract between Hartford Public Library and East Hartford Public Library until the November 15, 2016 Town Council meeting.
Motion carried 8/0.

State Plan of Operations: State of Connecticut and East Hartford Police Department

MOTION By Ram Aberasturia
seconded by Linda Russo
to **approve** the State Plan of Operations between the State of Connecticut and the Connecticut Law Enforcement Agencies as attached to a memo dated October 19, 2016 from Scott Sansom, Chief of Police to Marcia Leclerc, Mayor which sets forth terms and conditions with respect to personal property transferred from the State of Connecticut to the Town of East Hartford.
Motion carried 8/0.

To accommodate those present, the following motion was presented.

MOTION By Ram Aberasturia
seconded by Marc Weinberg
to item 8.G. Click It or Ticket Grant Program out of order.
Motion carried 8/0.

Click It or Ticket Grant Program

MOTION By Bill Horan
seconded by Ram Aberasturia
to **adopt** the following resolution:

WHEREAS, the Highway Safety Office of the state Department of Transportation (DOT) has made available funds for the 2017 "Click-It or Ticket" program; and

WHEREAS, the "Click-It or Ticket" enforcement campaign is a key tool in public awareness and enforcement of safety belt use.

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 state Department of Transportation as they pertain to this "Click-It or Ticket" program.

On call of the vote, motion carried 8/0.

Capital Region Development Authority MOU

MOTION By Linda Russo
seconded by Ram Aberasturia
to **adopt** the following resolution:

Whereas, subject to Town Council approval, the Town will enter into a financial assistance agreement ("FAA") with the Connecticut Department of Economic and Community Development ("DECD") which will authorize the Town's utilization of a \$12 million dollar State of Connecticut Urban Action Grant ("Urban Act Funds") for public infrastructure improvements for the redevelopment of the Silver Lane and Rentschler Field corridors ("the Project"); and

Whereas, the Town would like to utilize the grant administration services of the Capital Region Development Authority ("CRDA") such that CRDA will act as the Town's manager for the Project, assisting with bidding, contractor payment and Project evaluation ("Grant Administration"); and

Whereas, the FAA will require the Town to identify the party responsible for Grant Administration for the project; and

Whereas, CRDA has a unique skillset to act in the above capacity and is approved by DECD to administer Urban Act Funds; and

Whereas, CRDA currently has responsibility for substantial projects at Rentschler Field including the Pratt and Whitney Football Stadium and associated development; and

Whereas it is in the best interests of the Town to contract with CRDA to perform Grant Administration Services given its experience and relationship with DECD.

NOW THEREFORE BE IT RESOLVED That the Town Council waive the bidding requirements of Town Ordinances Section 10-7, and authorize the Mayor to enter into a Memorandum of Understanding with CRDA relating to Grant Administration Services for the Urban Act Funds associated with the Project.

On call of the vote, motion carried 8/0.

Eileen Buckheit, Development Director, and Anthony Lazzaro, Deputy Director of the CRDA, addressed the Council on the CRDA's role in the development of the Silver Lane and Rentschler Field corridors utilizing the \$12M grant from the State of Connecticut.

Outdoor Amusement Permit Application: Holiday Fest 2016

MOTION By Joe Carlson
seconded by Marc Weinberg
to **approve** the outdoor amusement permit application entitled
Holiday Fest 2016, as submitted by Patricia Sirois, Event Chairperson for
the East Hartford Beautification Commission, to conduct the Annual
Holiday Fest, starting on Friday, December 2nd through Monday, December
5th with activities as follows:

- Tree-lighting ceremony with music and a Carol sing with Santa to be held on the lawn of the Town Green on Friday, December 2nd, between the hours of 6:30PM and 7:30PM;
- Miscellaneous activities including an outdoor petting zoo, horse drawn wagon and a snowman building contest to be held on the Town Green on Sunday, December 4th, between the hours of 12:00PM and 3:00PM; and
- Tree of Lights ceremony with a Carol sing to be held on the small green in front of 886 Main Street – Hartford East Apartments – on Monday, December 5th, between the hours of 5:30PM and 6:00PM

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 8/0.

Refund of Taxes

MOTION By Marc Weinberg
seconded by Linda Russo
to **refund** taxes in the amount of \$27,962.02
pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 8/0.

<u>Bill</u>	<u>Name</u>	<u>Prop Loc/Vehicle Info.</u>	<u>Over Paid</u>
2014-03-0082672	AARON'S SALES AND LEASE	2009/1GDHG31C291100614	-466.40
2015-03-0066338	ACURA FINANCIAL SERVICES	2013/2HNYD2H24DH513174	-436.39
2015-03-0051502	APPRAM MURIEL E	2002/KMHWF35H32A512174	-73.44
2014-02-0043279	ASCENTIUM CAPITAL LLC	VARIOUS	-1089.64
2015-02-0043279	ASCENTIUM CAPITAL LLC	VARIOUS	-1032.32
2015-03-0052312	BAIDOO ABRAHAM	2006/JTMZD33V665010709	-39.22
2015-03-0059492	BARLES ANDREW	1978/FJ40290499	-9.25
2015-03-0053681	BOATENG FREDUA	2008/1GCGG25C681161676	-23.75
2015-03-0053759	BOGLI FRANCES K	2005/KMHCG45C95U659726	-6.96
2015-03-0054712	BUCKLEY ROBERT L JR	2004/1N4AL11D54C154992	-9.95

2015-03-0054718	BUD BEHLING LEASING INC	2011/1FTNE2EW3BDA33327	-361.54
2015-03-0054719	BUD BEHLING LEASING INC	2012/1FTNE2EW1CDA28340	-406.85
2014-03-0054913	BURNS ROBERT J	2013/YV1612FH6D2174675	-200.04
2015-03-0055019	BUSTAMANTE JHONNY	2010/WWWMP7AN6AE545866	-26.16
2015-03-0055515	CARBALLO JOSE A	1999/JT3HN86R7X0253260	-12.62
2014-03-0056394	CHAPMAN DONNA R	1999/2T1BR12E3XC194116	-64.98
2011-03-0056346	CHAPMAN TAHARA	2005/JNKC51F65M311655	-226.58
2015-03-0078790	CHESANEK CYNTHIA	1997/1HGCD5688VA173165	-70.67
2015-03-0056638	CHOUINARD DONALD B	1995/1HGEJ2222SL001537	-5.11
2015-03-0056639	CHOUINARD DONALD B	1997/1HGCD5631VA082162	-6.73
2015-03-0056812	CLARKE AARON V	2011/JS1GR7MA0B2100231	-19.05
2015-03-0056949	CLYMER STANLEY A	2001/JN1CA31D81T604394	-32.15
2015-03-0057257	COLON ROBERTO CONNECTICUT RESTORATION SPECIALISTS LLC	2007/KMH3C37U052156	-10.43
2015-03-0057584	COOLEY WILLIAM G	2004/1GCGG25V941111706	-15.39
2015-03-0057686	COOLEY WILLIAM G	1997/1GN13W5VK165950	-64.01
2015-03-0057687	COOLEY WILLIAM G	1992/1J4FJ58S8NL117528	-58.09
2015-01-0008577	CORELOGIC ATTN: REFUNDS	950 SILVER LN	-13257.44
2015-03-0058169	CRAWFORD MARCIA H	2004/2C8GF68484R579952	-34.11
2015-03-0057674	CYRUS JAMES	2001/JN1CA31D41T606711	-88.54
2015-03-0060219	DOUGLASS CHARLES M	2007/3N1AB61E27L613782	-13.32
2015-03-0060282	DRAXLER THOMAS E	2002/1J4GW38NX2C194417	-53.69
2015-03-0060396	DUFFY MICHELE L	2005/JT123X50350168	-63.45
2015-03-0060594	DUTTON MELODIE B	2003/1HGCM56603A067823	-41.14
2015-03-0060607	DWUMFOUR GODFRED	2008/1HGCP26788A065081	-22.72
2015-03-0061035	ECHAVARRIA JOSEFINA	2005/SHSRD78865U342648	-18.39
2015-03-0061087	EDMONDSON BEVERLY A	2011/1HGCP2F30BA099908	-26.64
2015-03-0061467	ESSIEN ESSIEN E	2003/3FAFP31343R120958	-6.44
2015-03-0062349	FORAN LYNNE R	2011/1HGCP2F82BA079896	-5.34
2015-03-0062471	FOSTER DARREN D	2012/JN8AS5MV4CW364848	-397.75
2015-03-0064593	GREOS CYNTHIA	2004/4T1BE32K34U851102	-26.82
2015-03-0069608	GUAY GUYLAINE	2010/JYACJ15C7AA01642	-7.81
2015-03-0065542	HEISS JUSTIN W	2007/WP0AC29977S792946	-1380.46
2015-03-0066084	HO RAYMOND	2003/1G2JB12F537211314	-78.44
2015-03-0071806	HOFFMAN CATHLEEN	2000/WBAAM5340YJR61057	-9.40
2015-03-0066292	HOMEN MARIA A	2001/JTDBT123810113211	-10.00
2015-03-0066411	HONDA FINANCIAL SERVICES	2013/1HGCR2F39DA230198	-210.72
2015-03-0066439	HONDA FINANCIAL SERVICES	2013/1HGCR2F50DA074649	-274.39
2015-03-0066457	HONDA FINANCIAL SERVICES	2014/1HGCT1A38EA013469	-198.26
2015-03-0066426	HONDA LEASE TRUST	2013/1HGCR2F82DA141715	-90.20
2015-03-0067335	JAKACKY ADA R	2009/WMEJ31X79K264299	-34.78
2015-03-0070041	LEDOYT KRISTA M	2009/3MEHM07Z59R604019	-95.83
2015-03-0070295	LETOURNEAU DAVID R	2006/4S3BL676X64200754	-40.37
2015-03-0071810	MARTEL MARK M	2002/JF1GG68582H816932	-85.14
2014-03-0072081	MARTIN CATHERINE I	2005/1G6KD54Y15U235522	-204.08
2015-03-0071842	MARTIN CATHERINE I	2005/1G6KD54Y15U235522	-145.78

2015-03-0072787	MCLAUGHLIN TIMOTHY A	2010/JF2SH6CC1AH792917	-5.59
2015-03-0072833	MCNAMARA JOHN B	2002/1FTZR45E42TA30189	-156.14
2015-03-0074491	MURAWSKI JOHN P	2000/JT2BG22K2Y0440479	-8.55
2015-03-0074525	MURPHY DEBORAH N	1999/3GKFK16R0XG543732	-17.61
2015-03-0074678	NASH TIMOTHY C	2012/5FNRL5H26CB064566	-228.66
2015-03-0089917	NASH TIMOTHY C	2003/1J4GL48K83W602417	-126.91
2015-01-0016422	NGUYEN DAN	441 MAIN ST 710	-619.34
2015-03-0074894	NGUYEN DEXUAN	2000/JN1CA31D3YT522695	-22.83
2015-03-0074895	NGUYEN DEXUAN	2000/JT3HN87R5Y0281039	-15.76
2014-03-0075413	NISSAN INFINITI LT	2013/1N4AL3AP1DC210206	-45.82
2014-03-0075478	NISSAN INFINITI LT	2011/JN8AS5MV3BW264934	-494.38
2014-03-0075501	NISSAN INFINITI LT	2011/JN8AS5MV5BW683951	-411.83
2014-03-0075545	NISSAN INFINITI LT	2012/3N1AB6AP7CL672371	-318.49
2014-03-0075552	NISSAN INFINITI LT	2014/JN1AV7AR3EM700190	-101.00
2014-04-0086098	NISSAN INFINITI LT	2015/KNMAT2MV7FP550552	-198.53
2015-03-0075200	NISSAN INFINITI LT	2013/1N6AD0EV5DN755437	-204.02
2015-03-0075566	NUNEZ ONELIA R	2007/KMHCHN46C47U156158	-9.00
2015-03-0076612	PANAYOTOPLUS EYRIPIDIS J &	2008/4M2EU48808UJ06815	-60.87
2015-03-0076613	PANAYOTOPLUS EYRIPIDIS J &	2006/3D7KS26D66G190969	-66.71
2015-03-0076614	PANAYOTOPLUS EYRIPIDIS J &	1997/1LNL82W7VY757774	-18.13
2015-03-0077011	PAWLUS GAIL M	1998/1HGCG6677WA062919	-8.10
2015-03-0078583	QAWNEH ABDELHAD	2010/5NPET4AC0AH625077	-17.46
2015-02-0040868	RICOH USA INC	VARIOUS	-1417.98
2014-03-0080925	ROHNER ROBERT G	2004/1FMYU93164KA32537	-39.92
2014-03-0080926	ROHNER ROBERT G	2005/1FMYU93155KD85577	-91.74
2015-03-0081491	RYAN DAVID E	2000/1J4GW58NXYC364716	-9.88
2015-03-0081884	SANCHEZ-PEDRAZA MARIA T	1999/1G3NL52T9XC387822	-5.22
2015-03-0081886	SANCHEZ-PEDRAZA MARIA T	1997/1B4GP54L7VB386260	-5.92
2015-03-0081962	SANTANA JOSE A	2001/1GKDM19W61B507630	-5.26
2015-03-0082537	SEARLES JONATHAN M	2004/YV1SW61T042394185	-9.95
2015-03-0082570	SEGDA PETER M	2005/4MZAX14J153000437	-27.00
2015-03-0082613	SEMINO PAULA	1999/19UYA3158XL005002	-68.52
2015-03-0082628	SENETHEP NICHOL S	2006/5TDZA23C26S410455	-35.15
2015-03-0083032	SHRIEL LAURA A	2001/1GNDX03E11D114840	-78.44
2015-03-0083797	SOTO-SEGUI BRINK L	1998/1HGCG5544WA173543	-88.06
2015-03-0084793	TAYLOR ELIZABETH	2009/JF2SH63649H719367	-9.86
2015-03-0084889	TELLO LIDIA M	2006/4T1BE32K76U136035	-16.35
2015-03-0084997	THERIAULT MICHAEL R TOYOTA FINANCIAL ATTN: LBX 842701	2002/1B7GL42X82S589703	-124.50
2015-03-0090010	TRUE LEASE LLC	2014/2T1BURHE5EC219759	-381.47
2014-03-0086095	TURCOTTE CELINE R	2006/3VWVRG71K66M677892	-171.61
2015-03-0086148	UTZ QUALITY FOODS INC	1994/2G1WL54T3R9153860	-6.62
2015-03-0086458	VALENTIN GLORIVEE	2008/KNDB233386197509	-38.85
2015-03-0086576	VAZQUEZ LYDIA E	2009/2B3KA43DX9H551171	-21.27
2015-03-0086952	VAZQUEZ VICENTA	2005/2C8GF68415R674385	-13.62
2015-03-0086971	VAZQUEZ VICENTA	1998/1G3WH52K4WF351563	-5.07

2015-03-0087228	VERNILE FRANCIS A	2011/3FADP0L32BR259701	-58.68
2015-03-0087229	VERNILE SALLY A	2014/JM3KE4DY6E0312663	-109.56
2015-03-0087952	WAYNE RUSSELL A	2009/5FN9YF48639B034434	-227.00
2015-03-0088230	WHITE STUART S	1994/JT2SK11E1R0204203	-49.62
		TOTAL	\$ (27,962.02)

Appointments of John Carella and Hazelann Cook to the East Hartford Housing Authority

MOTION By Joe Carlson
seconded by Linda Russo
to **reappoint** John Carella to the East Hartford Housing Authority's Board of Commissioners; term to expire July 31, 2020 and to **reappoint** Hazelann Cook to the East Hartford Housing Authority's Board of Commissioners; term to expire July 31, 2021.
Motion carried 8/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke, earlier in the week, had emailed the Mayor with a citizen's concern regarding the noise generated by the construction at the corner of Silver Lane and Warren Drive. Councillor Clarke and the resident asked for assurances that it won't happen again. *Mayor Leclerc stated that this was a decision made by the Engineering Department and assured her that it will not happen again.* Also, Councillor Clarke commented that the installation of the streetlamps that needed replacement on Langford Lane has finally happened.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Personal Injury Claim of Corey Wray

MOTION By Linda Russo
seconded by Ram Aberasturia
to **accept** the recommendation of Corporation Counsel to settle the pending personal injury claim of Corey Wray for a total sum of \$22,000.00.
Motion carried 8/0.

Personal Injury Claim of Raymond Alvarado

MOTION By Linda Russo
seconded by Marc Weinberg
to **accept** the recommendation of Corporation Counsel to settle the pending personal injury claim of Raymond Alvarado for a total sum of \$20,000.00.
Motion carried 8/0.

Dionicia Ysabel v Town of East Hartford, et al

MOTION By Linda Russo
seconded by Bill Horan
to **accept** the recommendation of Corporation Counsel to settle the
pending state court action known as Dionicia Ysabel v Town of East
Hartford, Docket No. HHD-CV-14-6047412-S, for a total sum of
\$15,000.00.
Motion carried 8/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Susan Kniep, 50 Olde Roberts Street, (1) asked if the non-profit group "East Hartford Affordable Homes" is subject to Freedom of Information laws; (2) is opposed to the Library contract with the Hartford Public Library – primarily because of the city of Hartford's financial situation; and (3) suggested that the Council put the Library contract on a ballot for citizens to vote on.

Mayor Leclerc announced the promotion of Jessica Carrero to the position of "Assistant to the Mayor".

ADJOURNMENT

MOTION By Esther Clarke
seconded by Bill Horan
to **adjourn** (10:05 p.m.).
Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be November 15th.

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

HARTFORD -- An East Hartford teen will be honored for bringing music classes to students with special needs.

Melanie Valdes, a senior at Two Rivers Magnet High School and a Girl Scout Silver and Gold Award recipient, will be named the 2016 Young Philanthropist of the Year at the Aurora Women and Girls Foundation 11th Annual Breakfast Friday morning at the Hartford Marriott.

The Girl Scout Gold Award is the highest achievable and, as a recipient, she chose Unify Music and Movement as her project. She saw a need in her East Hartford elementary school to include special needs children in the music program and performances, so she designed a music program at O'Connell Elementary School to give these children an opportunity to perform in musical productions for the first time. She wrote the music and organized the concerts, which were appreciated by the entire school.

Valdes didn't stop there. She arranged a meeting with East Hartford's Superintendent to present her proposal for system-wide inclusion of all special needs students.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: Town Council Brownfields Presentation by TRC Companies, Inc.

I am writing to request an item be put under communications on the Town Council agenda for their meeting on November 15, 2016.

This request is for one of the Town's Brownfields consulting firms, TRC Companies, Inc. to make a presentation on the Town's EPA Brownfields grant. This presentation will focus on their plans to conduct a town-wide inventory of potential environmentally impacted sites, community outreach activities and the positive impact the Brownfields program will have on East Hartford.

I anticipate a 10 minute presentation, with a few minutes for questions to follow.

Thank you

LIBRARY ADMINISTRATION AND OPERATIONS CONTRACT

This Contract is made as of November (day), 2016, by and between:

The Hartford Public Library, a nonprofit corporation located at 500 Main Street, Hartford, CT, 06103-3075 (hereinafter "HPL"), and the Town of East Hartford, located at 740 Main Street, East Hartford, CT 06108 (hereinafter the "Town"). HPL and the Town are each sometimes referred to herein as a "Party" and sometimes collectively as the "Parties".

WHEREAS, Section 5.17 of the Town's Charter sets forth the powers and authority of its Director of Libraries;

WHEREAS, the Mayor may perform the duties of the Director of Libraries, pursuant to Section 4.3(c) of the Town's Charter, subject to the approval of the Town Council;

WHEREAS, the Mayor intends to perform the duties of Director of Libraries and seek the approval of the Town Council to do so;

WHEREAS, HPL operates and manages the library system on behalf of the City of Hartford;

WHEREAS, HPL has unique and extensive experience in the operation and management of libraries;

WHEREAS, the Town and HPL recognize that the relationship contemplated herein will benefit and enrich the parties and the citizens they serve;

WHEREAS, the Town is desirous of retaining HPL to assist the Mayor, as its Director of Libraries, in the operation and management of the Town's library system; and

WHEREAS, the Town shall retain final authority to approve all policies, programs, and budget expenditures and such approval shall be made in accordance with the provisions of the Town Charter.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

1. Services and Goods.

(a) *Services.* During the term of this Contract, HPL will provide the administrative services described on Schedule A (hereinafter collectively the "Services").

2. Term and Termination.

(a) *Term.* This Contract shall commence on **November 15, 2016** (the "Effective Date"), and continue in force until **December 31, 2019**, unless sooner terminated in accordance with this Section 2. The term of this agreement shall expire on

December 31, 2019 (the "Expiration Date").

(b) Termination for Default. If either Party breaches any material provision of this Contract and fails to correct the breach within fifteen (15) days after receiving written notice specifying the breach (or, if the breach cannot be corrected within fifteen (15) days, or either party fails to progress diligently towards correction), then the other Party may terminate this Contract by giving written notice to the breaching Party, except that HPL shall have the right to terminate this Contract if the Town fails to pay any amount due to HPL and such failure continues for five (5) business days after written notice thereof.

(c) Termination for Convenience-Town. The Town may terminate this Contract, at any time with or without cause, by giving HPL one hundred twenty (120) calendar days' written notice of termination.

(d) Termination for Convenience- HPL. HPL may terminate this Contract, at any time with or without cause, by giving the Town one hundred twenty (120) calendar days' written notice of termination.

(e) Renewal. Upon the expiration of this agreement and subject to the termination provisions in accordance with this Section either party may provide written notice of intent to renew this contract by providing written notice of intent at least six (6) calendar months prior to the Expiration Date. Upon receipt of said written notice of intent, the Parties shall, in good faith, enter into negotiations regarding renewal of this Contract, which shall include the length of term, price to be paid, and other terms as deemed appropriate for said renewal term. Should the parties fail to reach agreement on any such renewal, then this Contract shall not continue beyond its original term as set forth in Section 2(a).

3 Price and Payment.

(a) Price. HPL shall provide the Services to the Town for the sum of ninety-seven thousand (\$97,000) dollars per year. This amount shall increase on an annual basis for the term of the contract by 1.5%.

(b) Payments. HPL shall invoice the Town, prior to the provision of each month's service, in equal monthly installments. Invoices shall be paid by Town check. HPL retains the right to suspend service for nonpayment of Services.

4. Insurance.

(a) **Insurance.** During the term of this Contract, HPL shall maintain in force, at its own expense, commercial general liability insurance coverage of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) annual aggregate. HPL also shall maintain workers compensation insurance for HPL employees only providing the statutory benefits required by law. The Town shall be named as an additional insured on all such insurance. The Town of East Hartford shall maintain in force, at its own expense, commercial general liability insurance coverage of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) annual aggregate. Each party will add the other to their insurance as an additional insured.

(b) **Property Insurance.** The Town will keep its buildings and their contents insured against loss, cost, damage, or expense resulting from fire, explosion, or any other casualty in an amount equal to the full replacement cost thereof ("Casualty Insurance").

(c) **Indemnification.** HPL will indemnify the Town and save it harmless from and against any and all claims actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of, or occasioned wholly or in part by, any willful, negligent act or omission of HPL, its agents, contractors, employees, and servants. In case the Town shall, without fault on its part, be made a party to any litigation commenced by or against HPL, then HPL shall protect and hold the Town harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by the Town in connection with such litigation. The Town will indemnify HPL and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of, or occasioned wholly or in part by, any willful, negligent action or omission of the Town, its agents, contractors, employees, and servants. In case HPL shall, without fault on its part, be made a party to any litigation commenced by or against the Town, then the Town shall protect and hold HPL harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by HPL in connection with such litigation.

5. Information, Intellectual Property and Employees.

(a) **Information.** In the performance of this Contract, HPL may be exposed to information regarding the identity of the Town's patrons, the Town may be exposed to information regarding HPL proprietary library management techniques, and either Party may be exposed to other information designated in writing by the disclosing

Party as confidential (hereinafter collectively the "Confidential Information"). Each Party shall: (1) use the same care to protect the other Party's Confidential Information from disclosure that such Party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Contract; and (3) disclose Confidential Information only to employees having a need to know in connection with performance of this Contract, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Contract; and, on such termination or expiration, each Party shall return all Confidential Information, including all copies, to the owner of such information and, if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the Party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

(b) **Intellectual Property.** Nothing in this Contract confers any license or right to use any trademark, service mark, copyright, or other intellectual property right, whether now owned or hereafter developed, of either Party.

(c) **Employees.** The Parties shall not actively solicit for hire or hire any employee of the other party during the term of this Contract. During the six month Termination Transition Period referenced in Section 2 (d), the Parties shall meet to mutually agree upon a smooth transition of employees.

6. **Town's Obligations:**

(a) **Facilities, etc.** The Town shall make available to HPL, without charge, solely for HPL's use in performing the Services, all properties, facilities, equipment, collections, supplies, records, files and data used or useful in the operation of the Library that are in the Town's possession, custody, or control as of the date hereof. The Town reserves all ownership rights in and to such properties and HPL shall return such properties to the Town, ordinary wear and tear excepted, at the termination or expiration of this Contract.

The Town is responsible for the structure, improvements, maintenance, janitorial services and supplies, repairs, and property insurance at the Library buildings. This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. HPL shall work with East

Hartford Library Staff and the Town to ensure effective building maintenance by promptly identifying and reporting problems with the facilities, provided that HPL has knowledge of any said problems with the facilities. East Hartford Library staff shall report any facility issues or concerns to HPL and follow appropriate Town policies and procedures related to facilities and notifications.

Town is responsible for maintaining the entire Library site, including landscaping and grounds maintenance, and snow removal

- (b) **Security.** The Town is responsible for providing security services for the Library and surrounding area.
- (c) **Utilities.** The Town is responsible for payment of utilities at the library facilities, including electricity, gas, water, waste disposal and recycling, telecommunications, and Internet access.
- (d) **Policies and Procedures.** Upon execution of this agreement the Town shall provide HPL with all relevant Town policies and procedures which will be needed by HPL in order to provide the services as memorialized in this agreement.

7. **Excluded Services.**

Notwithstanding any other provision of this Contract to the contrary, HPL shall have no responsibility for and the Town shall be fully responsible for the following:

- (a) Any goods or services, including payroll, that were rendered to East Hartford Public Library prior to the Effective Date and thereafter
- (b) Unfair labor practices, grievances, any claims, or litigation, whatsoever, arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment, or discipline of any East Hartford Library staff not managed by HPL at the time of the relevant incident.
- (c) Any worker's compensation or other claims arising from injuries sustained prior to and during the Effective Date by any East Hartford Library staff not employed by HPL at the time of such injuries.
- (d) Any costs of any current or future employee benefits, including payroll taxes, retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts, or other similar programs adopted by the Town.

- (e) Any future increases in wages and salaries mandated by Federal, State, or local laws, regulations, or legislation.
- (f) Capital and minor equipment purchases for East Hartford Public Library.
- (g) Capital construction, additions, renovation, and repairs to East Hartford Library facilities.

8. Conflict of Interest.

HPL shall not, directly or indirectly, acquire any interest which will conflict in any manner or degree with the provision and performance of its services hereunder. In this connection, HPL shall make no political contributions to any political campaign or initiative affecting the Town, nor should the Town (or any candidate running for office), make such a request of HPL to do so.

9. Notices

Any notice regarding the performance of services under this Contract shall be considered delivered using regular U.S. mail services or fax to the attention of the

Parties listed below:

Town of East Hartford
Marcia A. Leclerc, Mayor
 740 Main Street
 East Hartford, CT 06108
 Fax: 860-282-2978
 Email: mleclerc@easthartfordct.gov

Hartford Public Library
Bridget Quinn-Carey, Chief Executive Officer
 500 Main Street
 Hartford, CT 06103
 Fax: 860-722-6900
 Email: quinnccarey@hplct.org

10. Miscellaneous.

- (a) **Independent Contractors.** The relationship of the Parties is that of independent contractors, and no partnership, joint venture, agency, employment, joint employment, or other relationship is intended hereby.
- (b) **Assignment.** Neither Party may assign this Contract to a third party not affiliated with such Party without the prior written consent of the other Party. Notwithstanding the foregoing, HPL may utilize vendors or subcontractors commonly or typically retained by it to provide minor or basic services outside the scope of the core services to be provided by HPL to the Town pursuant to this Contract.

- (c) **Warranty.** HPL warrants that it will perform and provide the Services with at least the care, diligence, and expertise generally accepted in the library service industry. **There are no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.**
- (d) **Force Majeure.** HPL shall not be liable for any failure or delay in performance of this Contract due to causes beyond its control, including, but not limited to, strike, war or civil disturbance, weather emergency, or general failure of any necessary supply, service, or utility.
- (e) **Town's Representation.** The Town represents and warrants that the Mayor of East Hartford has all necessary legal authority to enter into this Contract and that the person executing this Contract on its behalf is legally authorized to do so.
- (f) **Notices.** Notices required or permitted under this Contract shall be effective upon the third (3rd) business day after deposit in First Class mail, or upon receipt if emailed or faxed to the respective email addresses or fax numbers, if addressed to the Parties' respective addresses and marked to the attention shown on the sixth page of this Contract.
- (g) **Law and Enforceability.** This Contract shall be governed by and construed in accordance with the laws of the State of Connecticut. If any provision of this Contract is conclusively determined to be illegal, invalid, or unenforceable, then such provision shall be severed, and the remaining provisions of this Contract shall be so construed to carry out, as nearly as legally permitted, the intentions of the Parties.
- (h) **Survival.** The provisions of Sections 5 and 8 shall survive any termination or expiration of this Contract.

Entire Contract. This Contract contains the entire understanding of the Parties on the subject matter hereof and supersedes all prior statements and Contracts on that subject. No failure or delay by either Party in enforcing any provision of this Contract shall operate as a waiver. This Contract may be modified or waived only in writing signed by the Party against whom such modification or waiver is sought to be enforced.

Intending to be legally bound, the Parties have caused this Contract to be executed by their duly authorized representatives.

Marcia A. Leclerc, Mayor
Town of East Hartford
East Hartford, Connecticut

Date

Gregory C. Davis, President, Board of Directors
Hartford Public Library
Hartford, Connecticut

Date

Bridget Quinn-Carey, Chief Executive Officer
Hartford Public Library
Hartford, Connecticut

Date

DRAFT

Schedule A
Contract for Library Administration and Operations

A. Statement of Work

Under the general direction of the Mayor, HPL will administer the operations of East Hartford Public Library facilities (collectively, the "library"), including the general operations, supervision of staff, and oversight of acquisitions for goods and services from vendors for budgeted supplies, other direct operating expenditures, library materials, and Capital Items sufficient to operate the library in accordance with the policies and guidelines approved by the Town.

Under the general direction of the Mayor, HPL shall provide, by and through its own employees ("HPL Staff"), any labor HPL deems necessary for the administration and management of the library. The cost of the HPL Staff shall be paid by HPL. HPL shall have the sole and absolute right to hire and/or terminate the employment of the HPL Staff from time to time to perform work under this Contract. HPL shall have the sole obligation to employ, direct, control, supervise, manage, evaluate, discharge, and compensate all of its employees, and the Town shall have no control or supervision over the employees of HPL. The relationship of the Parties shall at all times be that of independent contractors. Nothing herein shall be construed as establishing partnership, joint venture, agency, employment, joint employership, or other relationship. HPL will provide the Town upon request recommendations for the appropriate staffing levels required to keep the library open to the public for the number of hours currently in force. In the event the Town reduces the library budget or does not provide appropriate staffing levels to support the current hours in force, HPL shall not be required to operate the library for the number of hours currently in force.

B. Scope of Work

1. **Administration and Operations**—Develop and maintain effective working relationships with East Hartford library staff, community groups, and Town officials.
2. **Meetings**—HPL Chief Executive Officer or designee will attend regular meetings at the request of the Town, based upon on a mutually agreed schedule.
3. **Fiscal Responsibility:**
 - a. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes, as may be appropriate, subject to the approval of the Mayor.
 - b. Lead preparation of annual operating and capital budget requests.
 - c. Continue to seek innovative means of adding value to the Town's library system through innovative, impactful programming.

- d. Seek and identify additional revenue sources to support library operations.

4. Reporting:

- a. Prepare and provide regular reports, on at least a quarterly basis, to the Town describing library activities.

- b. Prepare and provide timely statistical reports to the Town on library activities.

5. Staff Development and Coaching:

- a. Support the professional development of all library staff in accordance with the level of funding within the East Hartford library's operating budget

6. Public Services:

Public Services to be provided in accordance with the level of funding within the East Hartford library's operating budget.

- a. Provide prompt, friendly and accurate assistance in the use of the library

- b. Provide prompt and accurate circulation information and reference services.

- c. Provide requested materials promptly

- d. Deliver innovative and impactful programs and services that meet the community needs.

7. Collections

Collection oversight to be provided in accordance with the level of funding within the East Hartford library's operating budget.

- a. Provide high quality materials on a wide variety of subjects in varied formats for the community, according to established collection development policies.

8. Programming

Programming to be provided in accordance with the level of funding within the East Hartford library's operating budget.

- 9. Provide high quality, effective programs of interest to the community.

- 10. **Information Technology-** Effectively manage IT resources and develop plans to maintain sufficient

hardware, software, network, telecommunications, and other resources necessary to support the library's mission, including its web presence.

11. **Marketing** – Effectively disseminate information and promote use of the library, its resources, and services.
12. **Facilities** – Work with library staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

D. Excluded Costs

The Town shall be responsible for the following:

- (a) Any costs, expenses, damages or losses occurring prior to the Effective Date.
- (b) Any Capital Items, which shall mean any capital acquisitions, improvements, or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures, or leasehold improvements of the Library, except that such Capital Items proposed by HPL for the library's benefit shall be approved by the Town and paid for by Town.
- (c) Any amount of costs for unbudgeted repairs, emergency repairs, maintenance, and/or upkeep of Capital Items owned by the Town.
- (d) Any lease expenses, loss prevention, vehicle purchase, janitorial services, utilities, and insurance.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: October 28, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: TENTATIVE AGREEMENT BETWEEN THE TOWN OF EAST HARTFORD AND THE
TEAMSTERS LOCAL #559 UNION

On October 21, 2016, the Town of East Hartford and the Teamsters Local 559 Union (hereinafter "Teamsters Union") entered into a tentative agreement for a new collective bargaining agreement effective July 1, 2016 through June 30, 2019. The tentative agreement was ratified by the bargaining unit members on October 27, 2016.

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, five (5) 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 copy of the Teamsters Union tentative agreement; and a copy of the tentative contract 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, November 15, 2016 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 November 01, 2016 Council meeting and recommend that the Council approve the tentative contract agreement at the November 15, 2016 Council meeting for the reasons noted above.

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

OFFICE OF HUMAN RESOURCES

Date : October 28, 2016
To : Marcia A. Leclerc, Mayor
From : Santiago Malave, Human Resources Director
Re : Teamsters Local 559 Union Tentative Agreement



Attached for your review is 1.) a suggested transmittal letter to the Council Chairman regarding the Tentative Agreement Between Town of East Hartford and Teamsters Union Local 559, (hereinafter "Teamsters Union") for a successor collective bargaining agreement effective July 1, 2016 through June 30, 2019 2.) a copy of the tentative agreement and 3.) a copy of the tentative contract highlighting all old language and negotiated changes accordingly.

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, five (5) of the nineteen (19) positions are vacant and in the process of being refill by the department.

You'll find that the tentative agreement with the Teamsters Union Local 559 achieved the objectives of the Town.

Since this matter involves a need to fund the successor collective bargaining, the Town's Finance and Human Resources Directors will be present at the meeting scheduled for Tuesday, November 15, 2016 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 November 01, 2016 Council meeting and recommend that the Council approve the tentative contract agreement at the November 15, 2016 Council meeting for the reasons noted above.

Cc: Michael Walsh, Finance Director
Scott Sansom, Chief of Police

WORKING AGREEMENT
BETWEEN
THE TOWN OF EAST HARTFORD
AND
TEAMSTERS LOCAL #559
(Telecommunicators)

~~JULY 1, 2013—JUNE 30, 2016~~
JULY 1, 2016 – JUNE 30, 2019

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WORKING AGREEMENT
between
THE TOWN OF EAST HARTFORD
and
TEAMSTERS LOCAL #559

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

ARTICLE I
Recognition

1.0 The Town recognizes the Teamsters Local #559 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 Union dues or agency fees in whatever sum is established by the Union as the regular monthly dues uniformly required 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 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.

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.

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.

- 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.
- 3.1a 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.

- 3.1b 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.
- 3.1c 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.
- 3.3 Copies of the job posting and a list of persons bidding for the job shall be sent to a Union Steward at the end of the posting period cited in 3.2 above by the Human Resources Director.
- 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.
- 3.8a 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.)

- 3.8b 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.
- 3.8c 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

- 4.0a 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.
- 4.0b 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.** ~~shall not be taken in conjunction with any other form of authorized break.~~ The meal break shall not be taken during either the first or last hour of the employee's shift.
- 4.1a 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.

- 4.1b Overtime work, when required, will be offered to qualified full-time employees within the bargaining unit only.
- 4.1c 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.
- 4.1d 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.
- 4.1e If an employee has worked twenty-four (24) hours of voluntary or involuntary overtime in five (5) consecutive ~~work~~ **calendar** days, he/she will not be eligible to be ordered in for involuntary overtime in the five (5) day work period.

4.2a. 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.

- 4.2b. 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	February 12th
Washington's Birthday	
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

- 4.2c. For the purposes of pay computation, the pay period begins on Sunday and ends the following Saturday.
- 4.2d. 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) working days, or 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)
 2. Any employee who reaches the maximum of 80 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 hours compensatory time accrued.
 3. No employee's accrual will be allowed to exceed the 80 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 6/12th (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, ~~which shall accrue to the~~ 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 1st will be posted as the employee's annual accrual on the first January 1st following appointment. Following the first January 1st, employees will no longer accrue vacation time monthly and shall accrue vacation time as outlined below. Upon reaching January 1st following one full year of service, employees shall**

accrue vacation time on January 1st of each calendar year 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>
1 through 4 years <u>Following 1 Full Year to 4 years</u>	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

- b. ~~Vacation leave shall not be granted to any new employee with less than six (6) months of service with the Town. New employees hired between January 1st and June 30th shall be permitted to take up to five (5) days of vacation after completion of six (6) months of service. These vacation days shall be deducted from said employee's first annual vacation accrual occurring on the first January 1st following appointment.~~
- 6.1a. ~~The scheduling of vacation periods shall be posted by the department head not later than February 1st of the vacation year.~~
- 6.2 Requested vacation periods will be granted by the ~~Bureau Commander~~ **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 2 **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 ~~April 1~~ **March 15th** 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 15th 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.
- i. If an employee has unused sick time at the time of his/her death, his/her spouse and/or dependent children shall receive, on the basis of the employee's current wages, full compensation for any of the deceased employee's unused accumulation of sick leave up to a maximum of 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 ~~employee's discretion~~ **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 7/1/13	2.0%
	Effective 7/1/14	2.0%
	Effective 7/1/15	2.0%
Wages:	Retroactive to 7/1/16	2.0%
	Effective 7/1/17	1.5%
	Effective 7/1/18	1.0%

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.

8.4 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.

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

8.6 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 60th 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 three thousand dollar (\$3,000) life insurance policy.

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

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. Charge of favoritism or discrimination.
 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 receive 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. 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.
 - e. 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.

13.9a 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.

13.9b 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.

13.9c 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.

- 13.9d 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.

13.10a 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.

- 13.10b Telecommunicators will never be subject to the "East Hartford, Connecticut Police

Department Rules and Regulations."

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

ARTICLE XIV Discipline

14.0a 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.

14.0b 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

14.0c 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

18.0a 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.

18.0b 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.

18.0c 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 trainee's 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 This Agreement shall be effective as of the first day of July ~~2013~~ **2016** and shall remain in full force and effect until the 30th day of June, ~~2016~~ **2019**, 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.

FOR THE
TOWN OF EAST HARTFORD

FOR
TEAMSTERS LOCAL #559

Marcia A. Leclerc,
Mayor

John Lupacchino, Teamsters
Staff Representative

Santiago Malave
Human Resources Director

DATE

DATE

APPENDIX A
TEAMSTERS LOCAL #559
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

APPENDIX B
SHIFT ROTATION SCHEDULE

Shift rotation periods shall begin on the first Sunday after January 1st and the first Sunday after July 4th in each calendar year. The bidding period shall begin ~~sixty (60)~~ **ninety (90)** days prior to each shift rotation period and shall be completed within ~~thirty (30)~~ **sixty (60)** days.

**APPENDIX C
WAGE SCHEDULE
TOWN OF EAST HARTFORD
TELECOMMUNICATIONS OPERATOR
TEAMSTERS LOCAL #559**

		STEP-1	STEP-2	STEP-3	STEP-4	STEP-5
7/1/13	2% increase	\$45,638	\$47,892	\$50,257	\$52,738	\$55,346
7/1/14	2% increase	\$46,551	\$48,850	\$51,263	\$53,793	\$56,453
7/1/15	2% increase	\$47,482	\$49,827	\$52,288	\$54,869	\$57,582

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
7/1/16	2% increase	\$48,432	\$50,824	\$53,334	\$55,966	\$58,734
7/1/17	1.5% increase	\$49,158	\$51,586	\$54,134	\$56,806	\$59,615
7/1/18	1% increase	\$49,650	\$52,102	\$54,675	\$57,374	\$60,211
6/30/19		\$49,650	\$52,102	\$54,675	\$57,374	\$61,211

**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 2013-2014 \$9.25 per 40 hour workweek x 52 weeks per employee.~~

~~Year 2014-2015 \$9.75 per 40 hour workweek x 52 weeks per employee.~~

~~Year 2015-2016 \$9.95 per 40 hour workweek x 52 weeks per employee~~

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

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 2013-2016 **2016-2019** 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 559 and the Town of East Hartford (“the Town”), and any renewals or extensions thereof, the Town agrees to make payments to the IBT Local 559 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 of 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 ~~\$9.25~~ **\$9.95** to the Health Fund but not more than ~~\$370.00~~ **\$398.00** per week for any one employee from the first hour of employment in such week. Commencing on the 1st day of July, 2014 ~~2017~~ the said hourly contribution rate shall be ~~\$9.75~~ **\$9.95** but not more than ~~\$390.00~~ **\$398.00** per week for any one employee, and commencing with the 1st day of July, 2015 ~~2018~~ the said hourly contribution rate shall be ~~\$9.95~~ **\$10.20** but not more than ~~\$398.00~~ **\$408.00** 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 (20th) 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 not 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
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 15th 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 1st.
- 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 559 (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 ~~2013-2016~~ 2016 – 2019 contract.

TENTATIVE AGREEMENT
FOR A SUCCESSOR
WORKING AGREEMENT
BETWEEN
THE TOWN OF EAST HARTFORD
AND
TEAMSTERS LOCAL #559
(Telecommunicators)

JULY 1, 2016 – JUNE 30, 2019

The parties agree to recommend this tentative agreement for ratification to their respective governing bodies.

All other language is to remain unchanged from the July 1, 2013 to June 30, 2016 Working Agreement.

JL 10/21/16

1. Article III, Seniority

Section 3.1b – 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.

2. Article IV, Hours of Work

Section 4.0b - change language to allow employees to be able to combine one break with their lunch

Section 4.1e – If an employee has worked twenty-four (24) hours of voluntary or involuntary overtime in five consecutive calendar days, he/she will not be eligible to be ordered in for involuntary overtime in the five (5) day work period.

3. Article VI, Vacations

Section 6.0a

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 1st will be posted as the employee's annual accrual on the first January 1st following appointment. Following the first January 1st, employees will no longer accrue vacation time monthly and shall accrue vacation time as outlined below. Upon reaching January 1st following one full year of service, employees shall accrue vacation time on January 1st in the following manner:

<u>Number of Full Years of Service Completed</u>	<u>Number of Vacation Days</u>
Following 1 Full Year to 4 Years of Service	10 Days
5 – 9 Years of Service	15 Days
10-14 Years of Service	20 Days
15 Years of Service	21 Days
16 Years of Service	22 Days
17 Years of Service	23 Days
18 Years of Service	24 Days
19 or More Years of Service	25 Days

JL 10/21/16

Section 6.0b – delete language (combined into 6.0a)

Section 6.1a – delete ambiguous language

Section 6.2 - change "Bureau Commander" to "Deputy Chief"

Section 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 15th of each year. Vacation requests submitted on or after March 1st shall be processed on the basis of (1) date of submission, (2) duration, (3) seniority.

4. Article VII, Leave Provisions

Section 7.1a 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. Personal Leave 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 by 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.

5. Article VIII, Wages and Benefits

Section 8.0 Wages:

Effective 7/1/16	2.0%
Effective 7/1/17	1.5%
Effective 7/1/18	1.0%

JL 10/21/16

Update Appendix C Wage Schedule - effective June 30, 2019, Step 5 will be increased by \$1,000.

6. Article IX, Insurance and Pension

Replace retiree PPO with HDHP - \$1500/\$3000 deductible, no Town seed.

7. Article XIX, Duration

Section 19.0:

"This Agreement shall be effective as of the first day of July, 2016, and shall remain in full force and effect until the 30th day of June, 2019, 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."

8. Appendix B, Shift Rotation Schedule

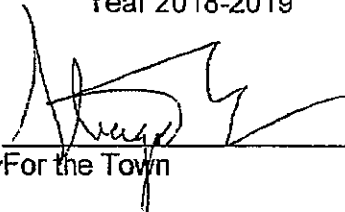
Shift rotation periods shall begin on the first Sunday after January 1st and the first Sunday after July 4th in each calendar year. The bidding period shall begin ninety (90) days prior to each shift rotation period and shall be completed within sixty (60) days.

9. Appendix E, Health Insurance:

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

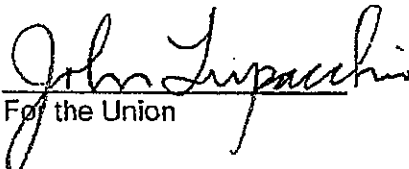
Year 2017-2018 \$9.95 per 40 hour workweek x 52 weeks per employee.

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



For the Town

10/21/16
Date



For the Union


10/21/16
Date



MEMORANDUM

DATE: October 28, 2016

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: **Teamster's Contract Settlement**

By way of this memo, attached please find the financial analysis related to the Teamster's contract settlement.

To cover the costs related to this settlement, \$28,955 will need to be moved from Contingency - Reserve for Contract Negotiations to account G5400-60110. That transfers is attached and requires Town Council approval.

If approved, this funding will satisfy the contract settlement through June 30, 2017.

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 October, 2016

Actual	Wages	Prem. Share
3 year	2%, 1.5%, 1%	N/A

19 (-----not a five year agreement-----)

Employees Covered

	Precon. GWI	Year 1		Year 2		Year 3		Year 4		Year 5	
		Base @6/30/16	6/30/16 Base Total	6/30/17 Base Total	6/30/18 Base Total	6/30/19 Base Total	6/30/20 Base Total	6/30/21 Base Total			
Reg. Wages	-	1,297,750	1,297,750	1,323,705	1,343,561	13,436	1,356,996	-	1,356,996	-	1,356,996
OT Wages	-	150,000	150,000	153,000	155,295	1,553	156,848	-	156,848	-	156,848
Total	-	1,447,750	1,447,750	1,476,705	1,498,856	14,989	1,513,844	-	1,513,844	-	1,513,844

Year	Wage Inc. Per Year	Wage Inc. Total
1	28,955	28,955
2	22,151	51,106
3	14,989	66,094
4	-	-
Total	-	146,155

Year	Total Per Contract		Net Med. Increase	Ann. Net Increase		% Inc. Ann.
	Per Year	Total Per Contract		Ann. Net Increase	Net Increase	
1	28,955	28,955	-	28,955	28,955	0.00%
2	22,151	51,106	-	22,151	51,106	1.98%
3	14,989	66,094	-	14,989	66,094	1.49%
4	-	-	-	-	-	0.00%
Total	66,094	146,155	-	66,094	146,155	4.46%

Average annual increase

1.49%

**Town Of East Hartford
Request for Budgetary Transfer of Funds**

Department Name
Fund Name

CONTINGENCY
General

Fiscal Year 2016-2017

Date
Fund Number

October 28, 2016
GO1

To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Public Safety - Comm. - Personnel Services	G5400-60110	\$ 28,955	Contingency Reserve -- Contract Neg.	G9600-60201	\$ 28,955
Total		\$ 28,955		Total	\$ 28,955

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 for the recently settled Dispatcher Contract

[Signature]
Signature- Director/Department Head

[Signature]
Finance Director

Mayor

Town Council/Clerk

10/28/16
Date Approved

Date Approved

Date Approved

FINANCE DEPARTMENT USE ONLY

Transfer _____ Date Entered _____ Entered By _____



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 10, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: TENTATIVE AGREEMENT BETWEEN THE TOWN OF EAST HARTFORD AND THE
EAST HARTFORD SUPERVISOR'S UNION, LOCAL 818, AFSCM, COUNCIL 4

On November 03, 2016 the Town of East Hartford and the East Hartford Supervisors' Union Local 818, AFSCME Council 4 (hereinafter "Local 818 Supervisors' Union") entered into a tentative agreement for a new collective bargaining agreement effective July 1, 2016 through June 30, 2019. The tentative agreement was ratified by the bargaining unit members on November 09, 2016.

The impetuses for the tentative agreement centered on maintaining the wage increases, benefits and working conditions for the twenty eight (28) positions in the Local 818 Supervisors' Union within the parameters established in the Town's Proforma for Labor Contract Negotiations. Of the twenty eight (28) positions in the Union three are vacant. The Town is in the process of refilling all three positions.

You'll find that the tentative agreement with the Local 818 Supervisors' Union regarding these items have achieved the objectives of the Town, while staying within the Town Council's spending directive from the joint Town and Board of Education meeting.

Attached for your review is a copy of the tentative agreement between the Town of East Hartford and the East Hartford Supervisors' Union Local 818, AFSCME. Also, attached to this memo is a letter from the Town's Director of Finance, Mike Walsh, with a financial analysis of the Local 818 Union's tentative agreement.

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

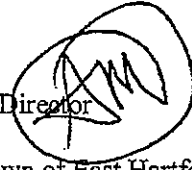
The attached tentative agreement is being submitted to you within fourteen days from the date the union members ratified the agreement. In accordance to Section 7-474 of the General Statutes of the State of Connecticut "Such request shall be considered approved if the legislative body fails to vote to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

The tentative agreement was ratified by the Local 818 Supervisors' Union on November 09, 2016. I respectfully request that this agreement be added as an agenda item for the Council meeting on November 15, 2016. I also recommend that the Council approve the agreement for the reasons indicated above.

If so desired, the Council also has the option to wait to vote on the tentative agreement at the December 13, 2016 Council meeting. The December 13, 2016 Council meeting falls within thirty days of the end of the fourteen-day period that this agreement is submitted to you.

Cc: Michael P. Walsh, Finance Director

OFFICE OF HUMAN RESOURCES

Date : November 10, 2016
To : Marcia A. Leclerc, Mayor
From : Santiago Malave, Human Resources Director 
Re : Tentative Agreement between the Town of East Hartford and the East Hartford Supervisors' Union, Local 818, AFSCME, Council 4

Attached for your review is 1.) a suggested transmittal letter to the Council Chairman regarding the Tentative Agreement Between Town of East Hartford and Supervisors' Union, Local 818, AFSCME, Council 4, (hereinafter "Supervisors' Union") for a successor collective bargaining agreement effective July 1, 2016 through June 30, 2019 2.) a copy of the tentative agreement and 3.) a copy of the tentative contract highlighting all old language and negotiated changes accordingly.

The impetuses for the tentative agreement centered on maintaining the wage increases, benefits and working conditions for the twenty eight (28) positions in the Local 818 Supervisors' Union within the parameters established in the Town's Proforma for Labor Contract Negotiations. Of the twenty eight (28) positions in the Union three are vacant. The Town is in the process of refilling all three positions.

You'll find that the tentative agreement with the Local 818 Supervisors' Union regarding these items have achieved the objectives of the Town, while staying within the Town Council's spending directive from the joint Town and Board of Education meeting.

Since this matter involves a need to fund the successor collective bargaining agreement, the Town's Finance and Human Resources Directors will be present at the appropriate Town Council meeting 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."

The tentative agreement was ratified by the Local 818 Supervisors' Union on November 09, 2016. I respectfully request that this item be added as an agenda item for the Council meeting on November 15, 2016. I also request that you recommend that the Council approve the agreement for the reasons indicated above.

If so desired, the Council also has the option to wait to vote on the tentative agreement at the December 13, 2016 Council meeting. The December 13, 2016 Council meeting falls within thirty days of the end of the fourteen-day period that this agreement is submitted to you.

Cc: Michael P. Walsh, Finance Director

TENTATIVE AGREEMENT –

Town of East Hartford & Local #818 – AFSCME – Council 4

Duration 3 years: July 1, 2016 – June 30, 2019

There will be a contract re-opener for a successor agreement, in accordance with the CBA, on July 1, 2019 for all items except for GWI*, Active EE Medical* and Retiree Medical* as agreed to below:

GWI*	July 1, 2016 – June 30, 2017	1.5%
	July 1, 2017 – June 30, 2018	1.5%
	July 1, 2018 – June 30, 2019	1.5%
	July 1, 2019 – June 30, 2020	1.5%

OPEB 1% of base pay for all employees in the DB plan

ACTIVE EE MEDICAL*

HDHP Deductible Effective July 1, 2017 – Increase to \$2000/\$4000

Town Seed	July 1, 2016	50%
	July 1, 2017	25%
	July 1, 2018	20%
	July 1, 2019	0%

PCS	July 1, 2016	16.5%
	July 1, 2017	12%
	July 1, 2018	11%
	July 1, 2019	9%

Wellness Incentive	July 1, 2016	\$250
	July 1, 2017	\$250
	July 1, 2018	\$250
	July 1, 2019	\$600
	July 1, 2020	\$250

RETIREE MEDICAL*

Defined Benefit employees who retire before July 1, 2019 keep the current retiree PPO. DB employees retiring on/after July 1, 2019 will be offered the HDHP with a \$1500/\$3000 deductible until they reach Medicare eligibility. No Town seed, no wellness incentive.

Assessor Upgraded from Grade 110 to Grade 111, Top Step.

All other language is to remain unchanged from the July 1, 2013 to June 30, 2016 Working Agreement.

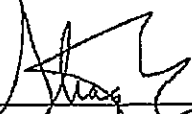
Signed this 3rd day of November, 2016 by:

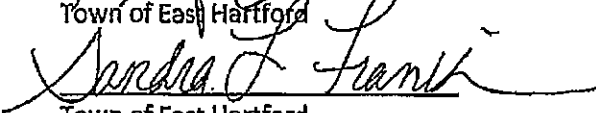

Local #818 Pres.

Local #818


Local #818

Local #818


Town of East Hartford H.R. Director


Town of East Hartford

**AGREEMENT BETWEEN
TOWN OF EAST HARTFORD**

and

EAST HARTFORD SUPERVISORS UNION

LOCAL NO. 818 OF COUNCIL NO.4

AFSCME AFL-CIO

~~JULY 1, 2012 - JUNE 30, 2016~~

July 1, 2016 - June 30, 2019

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APPENDICES

A	Intentionally Left Blank
B	Wages
C	Medical Certificate Form
D	Dental Plan
E	Current PPO Medical Plan & Vision Rider
F	Health Benefit Opt-Out Form
G	Attestation
H	High Deductible Health Plan (HDHP) & Vision Rider

WITNESSETH

This agreement is entered into between the Town of East Hartford, hereinafter referred to as the "Town" and Local #818 of Council #4, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

Section 1.0

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment and all other conditions of employment for all supervisory employees of the Town of East Hartford, excluding the Director of Libraries, and Police and Fire Supervisors and Department Heads as defined by the Act. Reference is hereby made to decision No. 1769 of the Connecticut State Board of Labor Relations and to Memorandum of Agreement dated November 30, 1992.

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, sexual orientation, race, color, creed, national origin, disability as defined under state law, political affiliation or union membership.

Section 1.1

Whenever used in this agreement, the word "his" shall be interpreted to include the word "her" and the word "employee" shall be interpreted to include the plural thereof.

ARTICLE II

UNION SECURITY

Section 2.0

The Town agrees to deduct weekly Union dues in whatever sum is established by the Union as the regular monthly dues uniformly required 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 were to be deducted, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him to bring his deductions up to date. The sum which represents such weekly Union dues deductions 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 deductions shall not be increased or decreased until thirty (30) days' written notice of such change has been received by the Town from the duly authorized Financial Officer of the Union.

Section 2.1

Deductions provided for in Section 2.0 shall be remitted to the duly authorized Financial Officer of the Union not later than one (1) week following the end of each month, following

the pay period in which the deduction is made. The Town will simultaneously furnish the duly authorized Financial Officer of the Union, each month, a record of the employees from whose earnings deductions have been made.

Section 2.2

The Town agrees to deduct Union dues or service fees required to be paid pursuant to this Article, provided, however, that no deductions hereunder shall be made without the written authorization of the employee, which authorization shall be on a form mutually agreed to by the Town and the Union.

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

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken or not taken by the Town in reliance upon the Union security and check-off provisions of this Agreement or on the correctness of any dues or service fee deduction authorization furnished by the Union to the Town. The Town shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity and the Union shall promptly defend such suits or proceedings without cost to the Town and in the event the Union fails to defend such suits or proceedings, the Town shall undertake such defense and costs thereof shall be charged to the Union.

Section 2.3

Employees who are members of the Union upon the effective date of this Agreement, or who later become members, shall, as a condition of employment, remain members of the Union in good standing, or pay the Union an agency fee equal to the dues charged to Union members, for the duration of this contract or any extension thereof.

Section 2.4

At least one bulletin board shall be reserved, at an accessible place in each division, for the exclusive use of the Union for the posting of Official Union notices or announcements.

Section 2.5

The Town will provide the Union with sufficient copies of this Agreement, within thirty (30) days after the signing of this Agreement. The local Union will receive one (1) and Council #4 will receive two (2) originally signed copies of this agreement.

ARTICLE III

SENIORITY

Section 3.0

- (A) Each employee's seniority shall be determined by his length of service with the Town since the most recent date of hire. The Town shall prepare a list of all bargaining unit employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1 of each year. Upon completion of their probationary period, new employees shall be added to this list.
- (B) Bargaining unit seniority as used in this agreement will be defined as length of service in this bargaining unit upon completion of the probationary period in Section 3.1.

Section 3.1

- (A) New employees shall serve a probationary period of six (6) months from the date of hire, which may be extended for three (3) months by mutual agreement between the department head and the Union, and they shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall be full-time employees and shall acquire seniority as of the date of their employment.
- (B) Employees new to positions in this bargaining unit shall serve a probationary period of three (3) months from the date they come into this bargaining unit. The employee shall be evaluated by the new supervisor at least twice in the first month and once each month thereafter during the probationary period. The supervisor may return the employee to his/her former position at the end of the six (6) month probationary period if the written evaluations show the employee is not performing well in the new position. They shall have no bargaining unit seniority rights during this period and shall be subject to all other provisions of this Agreement.

Section 3.2

At any time during the probationary period, the appointing authority may recommend, in writing, to the Human Resources Director, the removal of an employee if, in his opinion, the working test indicates that the employee is unable or unwilling to perform the duties of his position satisfactorily, or that his habits or dependability do not merit his continuing in the position. The reason for his dismissal shall be made in writing to the Human Resources Director, the employee and to the Union. The dismissal of an employee during the probationary period shall not be subject to the grievance procedure.

Section 3.3

- (A) All vacancies and new positions shall be posted for a period of five (5) working days on bulletin boards to be provided for such purpose, prior to any action taken by the Town to fill such vacancies or new positions. Employees will not be permitted a lateral or demotional transfer outside of their division more than once in a twelve-month period. Employees wishing to be considered for assignment to such

vacancies or new positions may, personally or through their Steward, submit their request to their supervisor in writing.

Employees requesting consideration and who were not selected for such assignment, in accordance with the provision of this Agreement, may appeal the action through the grievance procedure.

- (B) Copies of each job posting and a list of the persons bidding for the job shall be sent to the Union Secretary at the end of the posting period.

Section 3.4

- (A) When a vacancy exists or a new position is created, the employee with the highest department or division seniority from within the department or division wherein the vacancy or new position exists, shall be given the first opportunity to fill the position, provided he has the ability and qualifications to perform the work. If he/she refuses, it shall go to the next senior person who has the qualifications and ability to perform the work. If a promoted employee proves to be unable to perform the work within three (3) months, he shall be returned to a position in his former classification and shift in the department or division from which he came. This shall not have any effect on any future promotions.

Senior employees shall be given the first opportunity to train for higher classifications.

- (B) If no employee in the department or division wherein the vacancy or new position exists is qualified, the position shall be filled by an employee from other departments or divisions in the bargaining unit, provided that the employee is qualified.
- (C) If no employees in the bargaining unit are qualified, the position may be filled through recruitment of applicants not employed by the Town.
- (D) The person appointed to the vacancy or new position and the Union Secretary shall be notified, in writing, of the appointment and the vacancy shall be filled as soon as possible.
- (E) Whenever an employee is temporarily promoted to another class having a higher maximum rate of pay, the rule for promotion as provided in Section 8.4 shall not apply. The rate of pay for such employee shall be his rate of pay in the former class; provided however that, after such employee has worked a total of thirty (30) working days within the most recent two year period in said higher class, Section 8.4 shall apply to determine the level of compensation for the remainder of the temporary assignment. When the employee is returned to the former class, the rate of pay shall be at the step previously received before the temporary promotion plus any step increases that would have occurred during the interim.
- (F) In the absence of one or both Public Works superintendents, acting superintendents can be assigned at the discretion of the department head.

- (G) In the absence of the Park superintendent or the Golf Course superintendent, an acting superintendent may be assigned at the discretion of the department head.

Section 3.5

Layoffs shall take effect as follows:

- (A) Part-time employees and temporary employees
- (B) Employees working twenty (20) hours a week but less than forty (40) hours per week.
- (C) Probationary employees.
- (D) The employees with the least bargaining unit seniority shall be laid off first within classification. An employee whose position is eliminated shall have the option to bump the least senior employee in the same classification. The least senior employee within the affected classification shall have the option to bump the least senior employee in any lateral or lower classification which either was previously held by the bumping employee, or for which the bumping employee is qualified.

Section 3.6

Laid-off employees with the most bargaining unit seniority shall be rehired first to any lower or lateral classification the laid-off employee has the ability to perform or any higher classification where the laid-off employee is qualified in accordance with the collective agreement, and no new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

Section 3.7

Part-time employees are those employees who are not on the list furnished to the Union under 3.0 of this Article.

Section 3.8

Shift preference will be granted on the basis of department or division seniority within the classification as openings occur. Before vacancies are filled, employees in the classification will be given shift preference, as provided in this section.

Section 3.9

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

- (A) If he resigns.
- (B) If he is discharged for just cause.
- (C) If he has been laid-off for lack of work and such layoff continues for more than two (2) years.

- (D) If he fails to report to work within (10) working days 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 to return within five (5) days.

Section 3.10

For all purposes, except layoff, the seniority rights of the Union President, Vice-President, Secretary and Treasurer, as well as Stewards, shall be exactly the same as the seniority rights of all other employees, except as provided below:

- (A) In the case of a layoff, the above-named Union Officials will have super-seniority during their term of office, provided they have the qualifications to fill the vacant positions.

ARTICLE IV

HOURS OF WORK, OVERTIME AND HOLIDAY PAY

Section 4.0

- (A) Except as otherwise provided, the regular hours of employment for employees represented by the union in the Public Works Department and Parks Department, shall be forty (40) hours per week divided equally over five working days of eight (8) hours, Monday through Friday, beginning at 7:00 a.m. and ending at 3:30 p.m. with 1/2 hour for lunch. If there is a second shift it shall begin at 3:00 p.m. and end at 11:30 p.m. with 1/2 hour for supper. If there is a third shift it shall begin at 11:00 p.m. and end at 7:30 a.m. with 1/2 hour for supper.
- (B) The Collector of Revenue, Supervisor of Administration and Environmental Control, Information Technology Manager, Grants Administrator, Assistant Library Director, Town Engineer, Assistant Director of Finance, Assessor, Assistant Director of Public Works, Supervisor of Nursing, and Police Records Supervisor shall normally work between the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday with one (1) hour for lunch. This constitutes a regular work day of seven (7) hours and a regular work week of thirty-five (35) hours. Should the interests of the Town require it, the incumbents of the positions cited herein may either occasionally, seasonally, or periodically work a different schedule of hours provided the union and the affected employees concur.
- (C) For all Police Communications Supervisors, the work schedule is a 7-hour workday with one hour unpaid lunch, on a rotating 4-days-on, 2 days-off schedule, with rotating days off. Shift rotation is on a 56-day cycle. Initial placement on a shift is determined by seniority bidding. The bid period shall be for a period equal to 56 days times the number of Communications Supervisors employed at the time of the bidding.

At the end of 56 days, all shift assignments are rotated. The rotation is:

Relief to Eves
Eves to Days
Days to Mids
Mids to Relief

The swapping of assigned shifts will be administered as follows:

- 1) All exchanges must be requested in writing, signed by all involved parties, and received by the Chief of Police or his designee at least 24 hours in advance of the beginning of the desired swap period.
- 2) All exchanges shall be reviewed and approved or disapproved in advance by the Chief of Police or his/her designee.
- 3) The Department shall not incur any liability to pay overtime or compensatory time as a result of the swap. No swap shall be approved which would violate any applicable State or Federal regulations or laws regarding the payment of overtime. No swap shall be approved which would violate any requirement of the collective bargaining agreement regarding the payment of overtime or which imposes restrictions regarding the number of hours that may be worked.
- 4) Once a swap has been approved, the work schedule(s) shall be amended to reflect the change. Upon approval, the responsibility for the shift shall rest with the employee now scheduled to work. If the employee becomes ill and cannot work, he/she shall be charged with the sick time deduction, and the now-vacant shift will be filled in the same manner as any other vacant shift. Any and all types of approved time off will be deducted from the employee taking responsibility for the shift.
- 5) Except as described above, the exchanging of shifts, or a portion of any shift, is prohibited.

Section 4.1

Time and one-half shall be paid for:

- (A) All work performed in excess of the regularly scheduled hours of work in any one day and any work performed in excess of the regularly scheduled hours of work in any work week.
- (B) All work performed on Saturday (does not apply to Police Communication Supervisors).
- (C) When the Waste Services Supervisor and/or Foreman works on a Saturday, he shall be compensated for eight (8) hours or the total time worked, whichever is greater.

Section 4.2

Double time shall be paid for:

- (A) All work performed on Sunday (does not apply to Police Communication Supervisors).
- (B) All overtime work performed on the holidays listed in Article V, Section 5.0.

Section 4.3

- (A) When an employee is called in for work outside his regularly scheduled working hours, he shall be paid a minimum of four (4) hours at the applicable overtime rate.
- (B) When an employee is pre-scheduled to report for meetings of Town Boards or Commissions outside his regularly scheduled working hours, he shall be paid a minimum of two (2) hours at the applicable overtime rate.
- (C) A superintendent may, at the department head's discretion be authorized to work overtime whenever two or more Local 818 subordinates are called in for overtime work.

Section 4.4

- (A) All bargaining unit work will be done by bargaining unit employees unless there are no qualified bargaining unit employees available or if unforeseen circumstances occur which makes the use of bargaining unit employees impossible.
- (B) The Town agrees that the Assistant Director of Public Works shall not be assigned or perform bargaining unit duties of subordinate bargaining unit employees.

Section 4.5

All work performed on an overtime basis shall first be offered to employee(s) who regularly perform such work. Supervisory overtime in Police Communications will be performed only by qualified certified employees.

Section 4.6

Compensatory time shall not accumulate to more than sixty (60) hours. An employee may elect in lieu of overtime payment, compensatory time off for such overtime worked at the applicable overtime rate.

ARTICLE V

HOLIDAYS

Section 5.0

The following holidays shall be observed as days off with full pay:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King's Birthday	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Christmas Day
Washington's Birthday	Columbus Day	Good Friday

Any unanticipated holiday or day of mourning declared by the Mayor, or his designee, 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. A holiday shall mean a day in which the usual Town business is suspended for the commemoration of some event or person.

Section 5.1

- (A) Holidays falling on Saturday shall be celebrated on the preceding day.
- (B) Holidays falling on a Sunday shall be celebrated on Monday.

Section 5.2

Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be granted an additional day off at a time mutually agreeable to the department or division head with no charge to sick leave.

Section 5.3

When a holiday occurs while an employee is on vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable to the employee and the department or division head.

Section 5.4

Article V, Sections 5.0, 5.1, 5.2, 5.3, and any other contract language regarding holidays, shall not apply to Police Communications Supervisors. In lieu of days off with pay for holidays, Police Communications Supervisors shall receive an amount equal to 7% of their base wage, payable on the first payday of each December. This lump sum payment will be based upon the rate of pay in effect on December 1st and shall not become a part of base pay.

ARTICLE VI

VACATIONS

Section 6.0

Employees covered by this Agreement shall earn vacation at the current base rate of pay as follows:

- (A) One week for six months but less than one (1) year of service.
- (B) Two weeks for one (1) year but less than five (5) years of service.
- (C) Three weeks for five (5) years of service.
- (D) Four weeks for ten (10) years of service.
- (E) One additional day of vacation after completing fifteen (15) full years of service for a total maximum of five (5) weeks for twenty (20) years or more of service.
- (F) The employee's anniversary date will be used to determine the amount of vacation time due.

Section 6.1

The scheduling of vacation periods will be made by the Town, in accordance with the provisions of Section 6.2 and 6.3, no later than April 15th of the vacation year. However, employees shall have the right to change their vacation for good reason.

Section 6.2

Requested dates for vacation leave shall be granted with due consideration to the wishes of the employee except that it may be deferred by the Department Head, or his designee so as not to conflict with the emergency or peak workloads of the department or division.

Section 6.3

Whenever there shall be a conflict in requested date(s), preference will be given to employees according to seniority.

Section 6.4

When an employee has exhausted his/her sick leave, he/she must elect to use any other accumulated time unless the employee has requested and received a leave of absence as prescribed in Article 7, Section 7.6.

Section 6.5

When an employee is separated from Town service, he shall be paid his pro-rata accumulated vacation leave. In the event of an employee's death, such payment shall be made to the employee's estate.

Section 6.6

Effective 1 January 1989, the maximum accumulation of vacation leave permitted will be fifty (50) days. Employees hired prior to January 1, 1989 may accumulate more than fifty (50) days' vacation. However, they may not carry over more than fifty (50) vacation days from one anniversary date to another. Earned vacation leave will be credited to the employee's record on his/her anniversary date effective with calendar year 1989. No vacation beyond fifty (50) 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 without prior approval from the Town. When an employee is separated from Town Service, he/she shall be paid his/her pro-rata accumulated vacation leave to a maximum of fifty (50) days. Only forty (40) of the fifty (50) days shall be credited to the employee's pension calculation.

Section 6.7

In determining vacations the Town shall schedule vacations from the smallest practicable units in order to provide the greatest number of concurrent vacations possible. For Police Communications Supervisors, vacation weeks shall be the same as pay weeks, beginning on a Sunday and ending on the following Saturday. No more than one Communications Supervisor will be permitted to be on a vacation week at any time.

Section 6.8

In the event that an employee becomes sick during his/her vacation, an employee may elect to charge the vacation time that he/she is sick to sick leave and reschedule his/her vacation at a time mutually agreeable to the parties, provided that the employee has notified the Town immediately upon becoming sick, or as soon as possible. Medical

verification of any sickness incurred while on vacation must be provided on a form provided by the Town before vacation time may be changed to sick time.

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 illness or injury, or to permit the absence of the employee for five days to care for a member of the employee's immediate family. Immediate family, for purposes of this section, is defined as the employee's spouse, dependent child or either parent of the employee who is currently domiciled with the employee. Use of sick leave to care for a family member shall be limited to two occurrences per calendar year.

- (A) Accrual of earned sick leave credits will continue while employees are absent from work due to vacation, injury, or illness, except for designated FMLA Leave (see Section 7.2).
- (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) 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 30 minutes after the workday begins, and if the absence exceeds five (5) working days, to provide the department or division head with a doctor's certificate on the approved form (Appendix C) or substantially equivalent information attesting to the need for absence. The signed form shall be presented to the department or division head immediately upon returning to work. Whenever possible, an employee who is absent for more than five (5) working days must notify his department or division head of his intention to return to work. In addition, the Town shall have the right to require a medical certificate (Appendix C) to substantiate the employee's request for sick leave for the following reasons: (a) any period of absence consisting of more than five (5) consecutive working days; (b) leave of any duration if absence from duty recurs frequently or habitually; (c) or leave of any duration when evidence indicates that sick leave is being abused and reasonable cause may exist for requiring such a certificate.
- (E) It shall be the responsibility of each department head to maintain accurate up-to-date leave records for his/her employees. Once every calendar year in the month of December, the department head shall notify all employees of the amount of vacation and sick leave to their credit and further shall submit copies of the same to the Human Resources Director who shall maintain a control file of such data.
- (F) For every calendar quarter of perfect attendance, an employee shall earn one Personal Day. If an employee has perfect attendance for four (4) consecutive quarters, the employee shall earn an additional Personal Day. 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. Personal Days shall be used at times mutually agreeable to the employee and department head. The Town will not provide payment to any employee who wishes to cash in unused personal days.

- (G) If an employee has unused sick leave at the time of his/her layoff, he/she shall be paid in a lump sum for each day of unused sick leave up to a maximum of ninety (90) days.
- (H) Employees who became members of this bargaining unit after 9/19/86 will receive payment for unused sick leave, up to a maximum of ninety (90) days, upon his/her retirement or death.
- (I) In the event of an employee's death, the employee's estate shall receive, on the basis of the employee's current wages, full compensation for any of the employee's accumulation of sick leave up to a maximum of ninety (90) days.
- (J) Any current employee who belonged previously to AFSCME Local 1174 and had the opportunity to accumulate 130 days maximum terminal leave for unused sick leave will retain that benefit on the effective date of this agreement as long as he/she remains in this bargaining unit. The benefit will not apply to any employee who did not formerly belong to Local 1174 or to any employee who became a member of this unit after 9/19/86.
- (K) In the event of the death of any employee covered under (J) above, the employee's estate shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused accumulation of sick leave up to a maximum of 120 days.
- (L) An employee shall be able to take time off without loss of pay to attend appointments with medical providers. Such paid time to attend appointments with medical providers shall not exceed two (2) hours in any given quarter.

Section 7.1: Special Leave with Pay:

The following types of leave with pay may be offered:

(A) **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 they will be compensated under the provision of the Workers' Compensation Act of Connecticut. In addition to payments received under the Workers' Compensation Act, any employee with six (6) months of continuous service shall receive payment from the Town, which payment will equal 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.

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 of the State of Connecticut. The Town shall post

prominently a notice designating the authority to which employees shall report illnesses and injuries.

(B) Jury Duty:

The Town will comply with State statutes regarding jury duty leave. Any employee who is required to be absent from work in order to report for jury duty on a regularly scheduled work day will receive pay for those hours for which he/she is absent from work for this reason, at his/her regular base hourly rate less any fee or other compensation paid to him/her for performing such jury duty. A second shift employee who reports for jury duty and is excused from jury service prior to 2:00 p.m. on any regularly scheduled work day shall report for work at the beginning of his regularly scheduled shift on such day. He shall not be eligible for pay by the Town unless he so reports to work. These provisions shall not apply in case of jury duty on any day during which the employee is not scheduled to work, nor on holidays, vacation periods, or authorized leaves of absences nor shall such provisions apply to employees who have volunteered for jury duty.

(C) Funeral Leave:

Three (3) days of special leave with full pay, within a period of seven (7) consecutive working days following the date of death or funeral, shall be granted for death in the employee's immediate family. Immediate family, for purposes of this section, is defined as parents, grandparents, spouse, brother, 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.

(D) 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:

- Military pay and wages paid by the Town together do not exceed employee's regular wages.
- Such summer training periods do not exceed two weeks.

(E) Union officials shall be allowed the required time to attend official Union conventions and conferences up to a total maximum of twenty-two (22) days in a two-year period, commencing with this contract.

Section 7.2: Family Medical Leave

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

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

- (B) Events which qualify employees for up to twelve (12) weeks of unpaid leave are:
 - Birth or adoption of a child or placement of a child in the employee's home for foster care.
 - A serious health condition, as defined by FMLA, of the employee or employee's spouse, employee's parent or child.
 - Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty or notified of an impending call-up to covered active duty.
- (C) Employees may be eligible for up to twenty-six (26) weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness who is the spouse, child, parent, or next of kin to the eligible employee (Military caregiver leave).
- (D) To qualify for FMLA leave, employees requesting such leave must explain the reason for the leave in writing to their department head so that the Town can determine if FMLA-qualified leave will be granted.
- (E) The Town may require medical certification to document the reason for the leave, where provided by law.
- (F) 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.
- (G) During the period of FMLA-qualified leave, the employee shall not be credited for length of service and shall not be credited with time for the purpose of accruing sick leave, vacation leave, or Personal Days.
- (H) During the period of FMLA-qualified leave, the employee shall retain health benefits at the same level as before the leave. The Town will continue to pay the premiums as before the leave. Any employee contributions to health insurance shall be made directly to the Town by the employee.

Section 7.3: Unpaid Leave of Absence:

The Human Resources Director, with the 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. 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 is 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. Any vacation time due to an employee at the time the unpaid leave of absence commences may be paid at that time. Authorized unpaid leaves of absence for one (1) month or less will not be used as a basis of reducing health insurance benefits.
- (D) The Town will comply with the terms of the Veterans' 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

Section 8.0

Effective and Retroactive to July 1, 2012 ~~2016~~ all classifications represented by Local 818, wage rates and steps in effect on June 30, 2012 ~~2016~~ shall be increased by ~~2.0%~~ 1.5% (Appendix B).

Section 8.1

Effective and Retroactive to July 1, 2013 ~~2017~~ all classifications represented by Local 818, wage rates and steps in effect on June 30, 2013 ~~2017~~ shall be increased by ~~2.0%~~ 1.5% (Appendix B).

Section 8.2

Effective July 1, 2014 ~~2018~~ all classifications represented by Local 818, wage rates and steps in effect on June 30, 2014 ~~2018~~ shall be increased by ~~2.0%~~ 1.5% (Appendix B).

Section 8.2.(a)

Effective July 1, 2015 ~~2019~~ all classifications represented by Local 818, wage rates and steps in effect on June 30, 2015 ~~2019~~ shall be increased by ~~2.0%~~ 1.5% (Appendix B).

Section 8.3

Employees working on a shift other than the regular day shift shall receive a shift differential of ten (10) percent. This section shall not apply to Police Communications Supervisors.

Section 8.4

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 rate of pay, he shall be paid at the lowest step in the higher range which also produces an increase of at least a full increment.

Section 8.5

Whenever an employee is permanently moved from a class or position in one grade to a different class in a grade having a lower maximum of pay, he shall be paid at the step in the lower range which coincides with the same step he received in the former.

Section 8.6

Employees shall be covered by the Unemployment Compensation Laws of the State.

Section 8.7

Employees who work on the second and third shifts will receive their weekly pay on Thursday.

Section 8.8

The Town agrees to pay all employees required to work on a paving (blacktop) operation a rate of one dollar (\$1.00) per hour added to their regular rate for the periods that they are required to work on this job.

Section 8.9

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 rate of twenty-one point five (21.5) cents per mile, or I.R.S. limit, whichever is greater.

Section 8.10

- (A) Employees who hold Local 818 bargaining unit classifications that are currently eligible to use a Town vehicle for the purpose of commuting to and from work shall continue to receive said benefit.
- (B) If an employee who is truck eligible transfers to or is promoted to another position which was historically truck eligible said employee shall continue his/her truck eligibility. If an employee who is truck eligible transfers or promotes to a classification which is not truck eligible the employee shall lose the benefit.
- (C) Any new employees or present employees, who are not truck eligible as of June 11, 1992, or who lose their eligibility as aforesaid, shall enjoy the benefit of a Town-owned vehicle at the sole discretion of the Mayor.

Section 8.11

The incumbents in the positions of Assistant Director of Public Works, Assessor, and Supervisor of Nursing as of June 30, 1993, shall continue to receive longevity pay in accordance with the Town of East Hartford Personnel Rules in effect on November 30, 1992.

ARTICLE IX

INSURANCE AND PENSION

Section 9.0

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

- (A) Preferred Provided (PPO) Plan with Managed Care provisions and full service prescription coverage, as described in Appendix E, through June 30, 2014.
- (B) Effective July 1, 2014, a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) (\$1500/\$3000 – 100% in-network/80% out-of-network) with prescription drug coverage as described in Appendix H. **Effective July 1, 2017, the HDHP deductibles will increase to \$2000/\$4000.**

1. The Town shall contribute fifty percent (50%) of a participating HDHP members annual plan deductible into such employees' Health Savings Account (HSA) in a single lump-sum deposit during the first week of each plan year annually on a pre-tax (IRC §123) basis. Employees may also contribute to the HSA on a pre-tax basis. **Effective July 1, 2017, the Town shall contribute twenty-five percent (25%) of a participating HDHP members annual plan deductible into such employees' Health Savings Account (HSA) in a single lump-sum deposit during the first week of the plan year. Effective July 1, 2018, the Town shall contribute twenty percent (20%) of a participating HDHP members annual plan deductible into such employees' Health Savings Account (HSA) in a single lump-sum deposit during the first week of the plan year. Effective July 1, 2019, the Town will no longer contribute any portion of the annual plan deductible.**

- 2.
- i. The Town's contribution into an employee's HSA shall be pro-rated for any new or existing employee enrolling in the HDHP after a plan year has commenced.
 - ii. Employees ineligible for the HSA will be offered the alternative Health Reimbursement Account and Flexible Savings Account.

3. The Town shall implement a Wellness Program which offers a financial incentive for employees to take a more active role in their health. The Wellness Program requires employees to annually: (a) have their physician complete the Preventative Health Attestation form attached as Appendix G certifying that they have had medical screenings appropriate for their age; and (b) have their physician provide them with biometrical results; and (c) complete an on-line health risk assessment utilizing the biometrical results. Effective July 1, 2014 employees who fully comply with all of the Wellness Program requirements in a given year shall receive \$250 contribution toward their HDHP deductible for that plan year.

Proof of compliance will be required. **Effective July 1, 2019 through June 30, 2020, the wellness incentive payment will increase to \$600. The wellness incentive will revert to \$250 effective July 1, 2020.**

- (C) Triple Option Dental Plan, as described in Appendix D.
- (D) Vision Care Endorsement for employee and spouse, as described in Appendix E. Effective July 1, 2014 BlueView Vision Rider as described in Appendix H.
- (E) The Town shall provide and pay for a Fifty Thousand (\$50,000) Dollar Life Insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principal sum with double indemnity in the event of accidental death. Members of the Union who retire on or after the date of execution of this agreement will be provided life insurance coverage in the amount of Ten Thousand (\$10,000) Dollars.
- (F) Medicare Plan B for employees over sixty-five (65) years of age.
- (G) All members of the bargaining unit who elect coverage under Sections A) and B) as applicable and D) and f) above (health, prescription drug, vision will contribute toward the cost of such insurance benefits on a weekly pre-tax basis in accordance with Section 125 of the Internal Revenue Service Code for each year of the contract as described below:
- ~~Effective upon ratification by both parties, bargaining unit members shall be required to contribute sixteen percent (16%) of the cost of his or her insurance coverage.~~
 - ~~Effective July 1, 2014, bargaining unit members shall be required to contribute sixteen and one quarter percent (16.25%) of the cost of his or her insurance coverage.~~
 - Effective July 1, 2015 **2016**, bargaining unit members shall be required to contribute Sixteen and one half percent (16.5%) of the cost of his or her insurance coverage.
 - **Effective July 1, 2017, bargaining unit members shall be required to contribute twelve percent (12%) of the cost of his or her insurance coverage.**
 - **Effective July 1, 2018, bargaining unit members shall be required to contribute eleven percent (11%) of the cost of his or her insurance coverage.**
 - **Effective July 1, 2019, bargaining unit members shall be required to contribute nine percent (9%) of the cost of his or her insurance coverage.**
- (H) The Town of East Hartford will implement a "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial incentive to drop Town-sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

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

<u>Coverage Type</u>	<u>Payment Amount</u>
Individual	\$1,000.00
Individual plus one dependent	\$1,250.00
Individual plus two or more dependents	\$1,500.00

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

2. One-quarter of the above amounts (\$250.00, \$312.50, \$375.00, respectively) will be paid at the end of the fiscal quarter for which the plan is canceled. Prorated payments will be made if an employee's plan is canceled partway through a quarter.
3. Employees wishing to take advantage of this option will fill out the change form provided by their plan and the "Health Benefit Opt-Out Form," attached as Appendix F, and will provide written evidence of health insurance coverage by another plan.
4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.
6. Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in a Town plan subject to the rules of that plan. Employees can enroll in the Town's Blue Cross & Blue Shield only at the first of each month.

Section 9.1

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

Section 9.2 Retiree Health Insurance

The term "Retired employee" will mean a former employee continuously employed by the Town until the commencement of a pension who meets the requirements to receive a Normal, Early Disability pension from the Town and who is receiving a pension provided for hereunder. The term "vested employee" is being added to the Retirement Plan and will mean any former employee who terminates employment and who subsequently qualified for a deferred pension benefit.

The East Hartford Retirement Plan as amended by agreement between the Union and the Town of East Hartford, dated August 24, 1988, covering all full time employees except Police and Firefighters shall remain unchanged and in full force and effect as it pertains to bargaining unit employees for the duration of this contract and as otherwise provided in said Agreement.

The Town shall provide and pay for the insurance benefits listed in Section 9.0 (A) for all eligible employees upon retirement. To be eligible for the retiree health and spousal insurance benefits set forth in this Section 9.2 the employee will have been hired prior to January 1, 2006 and must be actively employed by the Town of East Hartford until the commencement of retirement.

- (A)** For retired employees age 65 and over, who are eligible for Social Security, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.
- (B)** The Town shall provide and pay for the insurance benefits as described in Section 9.0 (A) for the retired employee's spouse, under the following conditions:
 - i. This coverage is only effective for the spouse of an employee retiring on or after January 1, 1984. Such coverage will not be provided to the spouse of an employee who retired prior to that date.
 - ii. The retired employee must attain age sixty (60) before his/her spouse will be eligible for this coverage.
 - iii. If the retired employee remarries, the new spouse will not be eligible for this coverage.
 - iv. The term "spouse" shall mean the retired employee's spouse who shall have been married and living with the employee as his/her spouse at the time of their retirement.
 - v. 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 the employee's pension check commencing with his 60th birthday, all coverage to the spouse shall cease and not be reinstated.
 - vi. When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100% of the premium for Parts A and B Supplemental coverage.

(C) The PPO will be replaced with the HDHP for all employees retiring on or after July 1, 2019. The deductible will be \$1500 single, \$3000 family. The Town will not contribute any portion of the annual plan deductible or offer the wellness incentive.

Section 9.3 Other Post-Employment Benefits (OPEB)

Upon ratification of this Agreement by both parties, employees eligible for a defined benefit pension (those hired prior to January 1, 2006) shall contribute one percent (1.0%) of ~~Step 4 of their pay grade~~ **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. It is understood that existing employee required contributions toward retiree insurance (e.g., contributions for spousal and dependent benefits) remain.

ARTICLE X

SAFETY AND HEALTH

Section 10.0

A joint safety committee shall be formed by the Town and the Union and said committee, which shall consist of not more than two (2) employees representing the Union and two (2) persons representing the Town, shall meet not less than once every other month, or at the request of the majority of the members to review and recommend safety and health conditions.

Section 10.1

The Town shall provide foul-weather gear, i.e., raincoats, rain hats, boots, gloves, etc. and for their care as necessary.

Section 10.2

The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations or with hazardous equipment. The Town will contribute up to \$150 (one hundred fifty dollars) toward the cost of safety shoes (steel toe) provided the employee's job requires them. In order to receive compensation, employees must turn in a valid receipt. Safety shoes and other equipment as required shall be worn at all times where hazardous conditions exist. Failure to do so will result in discipline which need not be preceded by a verbal or written warning.

The Town will provide 5 (five) sets of work uniforms per week for the waste services supervisor and foreman with cleaning services. The Town shall provide either two (2) sweatshirts or five (5) T-shirts annually to all other bargaining unit employees working in the Public Works and Parks Departments, excluding the Town Engineer and the Assistant Director of Public Works.

Section 10.3

The existing policies and practices concerning coffee breaks shall remain in effect.

Section 10.4

Employees who may be required to work overtime more than two (2) hours beyond the end of their regular shift will be permitted a one-half (1/2) hour lunch period with no interruption of pay for such ½ hour.

Section 10.5

The Town will furnish free to any employee, upon his request, medical injections for the prevention of poison ivy and poison oak reactions, tetanus and such other injections as may be recommended by the Town Health Officer.

Section 10.6

All employees shall be required to abide with all OSHA regulations. After the Town has provided the employees with safety equipment, the employee will be responsible for the replacement of this equipment, if lost or stolen. An employee shall not be responsible for equipment lost or stolen by virtue of other than his own carelessness or negligence.

Section 10.7

All employees in the classification of Police Communications Supervisor will be required to carry pagers on a 24-hour per day basis. Pagers will be provided by the Town, and may be used for personal matters while the employee is off duty.

ARTICLE XI

DISCIPLINARY ACTION

Section 11.0

(A) Disciplinary action shall be for just cause and shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

(B) Disciplinary actions ordinarily shall be preceded by an oral warning and shall include:

1. A written warning or reprimand
2. Suspension for a period not to exceed five (5) days.
3. Discharge

(C) All disciplinary actions may be processed as grievances under Article XIII.

Section 11.1

At the time of any suspension or discharge, the employee and the President of the Union shall be furnished, in writing, a statement of the reasons for such action, the period of time for which any suspension is to be effective and the appeals procedure available under Article XIII.

ARTICLE XII

SAVING CLAUSE

Section 12.0

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 thereof, 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 be severally approved of the adopted provisions contained herein, separately

and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated Article, Section, Sentence, Clause or Phrase.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 13.0

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner:

Step 1 Between the aggrieved party, who may be represented by not more than two (2) officers of the union, and the Director of the Department. The Director of the Department shall adjust the grievance at once, or notify the Union Steward of his decision within two (2) working days from the day the grievance was presented.

A grievance may be presented either orally or in writing at this step of the grievance procedure. If the grievance is presented orally to the supervisor and is not satisfactorily settled, it must be reduced to writing, there must be set forth in the spaces provided all of the following:

- a. A statement of the grievance and the facts involved.
- b. The remedy requested and,
- c. The violation, if any, of the Agreement which is claimed.

Step 2 If the decision of the Director of the Department involved in step 1 is not satisfactory, the Union may take an appeal, within ten (10) working days of such decision, to the Human Resources Director. The aggrieved party may be represented at this step of the grievance procedure by the Steward, and one (1) member of the Executive Committee. The Human Resources Director and the Union may include in the conference any individual(s) concerned and the Human Resources Director will give an answer, in writing, to the appealing employee within (5) working days. Such written disposition will be rendered on the form provided. Employees appealing decisions regarding promotion, demotion, suspension, or discharge may submit such grievance directly to this Step of the grievance procedure without the necessity of complying with procedures set forth in Step 1.

Step 3 If the grievance is not satisfactorily settled at Step 2, the Union may submit the dispute within thirty (30) days of receiving such disposition to arbitration by the Connecticut State Board of Mediation and Arbitration.

The decision of the arbitrators shall be final and binding on both parties.

Section 13.1

Officers and/or Stewards, not to exceed two (2) members of the Union as shall be designated by the Union for the purpose of adjusting grievances and/or contract

negotiations, shall be afforded the necessary amount of time, without loss of pay, to conduct such business.

Section 13.2

The Union shall furnish the Town with a list of its officers, Executive Committee Members, and Stewards, and shall, as soon as possible, notify the Town, in writing, of any changes therein. Such notification shall be sent to the Human Resources Director, Town Hall, East Hartford. No officer, Executive Committee Member or Steward shall be recognized by the Town until such written notification of his appointment shall be received by the Town from the duly authorized officer of the Union. For the purposes of this Agreement, the term Chairman and President shall be synonymous.

Section 13.3

In addition to those specified, the Union or the Town may, at Steps 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. Employee grievances must be filed no later than ten (10) working days following the date of the incident giving rise to the alleged grievance; however, failure of an individual to grieve does not establish a precedent for settlement in any future grievance.

Section 13.4

Nothing in this article is intended to prohibit the Town from processing a grievance through the grievance procedure up to and including arbitration. Any such grievance shall be submitted first to the Union President. If not satisfactorily settled within twelve (12) working days of its submission, the Town may submit the grievance to the Connecticut State Board of Mediation and Arbitration.

ARTICLE XIV

MANAGEMENT RIGHTS

The rights, power, and authority heretofore held by the Town pursuant to applicable laws of the State of Connecticut concerning the nature of services offered by the Town; the direction of its work force; disciplinary action; lay off and recall of its employees; determine the standards of services to be offered by Town Departments; determine the standards of selection for Town employment; the issuance of reasonable rules and regulations after the concurrence of the Union; maintain the efficiency of governmental operations; determine the content of job classifications and to fulfill its legal responsibilities are retained, whether exercised or not, unless said rights, powers, and authorities are limited, modified, abridged, relinquished, or are in conflict with this agreement or any part thereof. The Town shall be free to exercise retained rights, powers, and authority subject to and in accordance with the Municipal Employees Relations Act (Section 7-467 et seq.) of the General Statutes of the State of Connecticut.

ARTICLE XV

DURATION

Section 15.0

This Agreement shall be effective the date it is signed by all respective parties and shall continue in effect until June 30, ~~2016~~ **2019** except that it may be amended at any time by mutual agreement. Negotiations for a successor agreement shall commence in accordance with State Laws.

Section 15.1

Notwithstanding provisions of 15.0, any provision of this agreement which contains an effective date different than the date of execution of this agreement shall be effective on the date therein specified.

DRAFT

IN WITNESS WHEREOF, the parties have caused their names to be signed on this **12th day of December, 2013.**

TOWN OF EAST HARTFORD

EAST HARTFORD #818
SUPERVISORS UNION

Marcia A. Leclerc
Mayor

Alan Syble
President, Local #818

Santiago Malave
Director of Human Resources

Brian Smith
Vice President, Local #818

The above and foregoing is a true and attested copy of the contract between the Town of East Hartford and the East Hartford Supervisors Union.

ATTEST _____ **(s)**
Town Clerk

APPENDIX A

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APPENDIX B

WAGES

818 wage scale.xlsx

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JULY 1, 2016 WAGES

Pay Grade	Job Title	Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101		35 hrs	\$47,378	\$48,799	\$50,222	\$51,643	\$53,062	\$54,484	\$55,907	\$57,328	\$58,749	\$60,171	\$61,591	
		40 hrs	\$54,147	\$55,772	\$57,396	\$59,019	\$60,643	\$62,269	\$63,893	\$65,518	\$67,143	\$68,765	\$70,390	
102		35 hrs	\$49,746	\$51,239	\$52,731	\$54,224	\$55,717	\$57,208	\$58,702	\$60,194	\$61,687	\$63,179	\$64,671	
		40 hrs	\$56,854	\$58,558	\$60,266	\$61,971	\$63,678	\$65,380	\$67,086	\$68,793	\$70,500	\$72,204	\$73,909	
103		35 hrs	\$52,234	\$53,802	\$55,368	\$56,935	\$58,505	\$60,069	\$61,637	\$63,204	\$64,771	\$66,338	\$67,905	
		40 hrs	\$59,696	\$61,488	\$63,279	\$65,070	\$66,860	\$68,652	\$70,442	\$72,232	\$74,024	\$75,815	\$77,606	
104	Police Comm. Spvsr.	35 hrs	\$54,847	\$56,491	\$58,137	\$59,782	\$61,428	\$63,073	\$64,719	\$66,364	\$68,010	\$69,654	\$71,301	
	Police Records Spvsr.													
1041	Fleet Repair Spvsr.	40 hrs	\$62,681	\$64,562	\$66,442	\$68,323	\$70,203	\$72,083	\$73,966	\$75,845	\$77,725	\$79,605	\$81,485	
	Golf Course Maint. Spvsr.													
	Highway Sys. Spvsr.													
	Park Maint. Spvsr.													
	Spvsr. Of Waste Sys.													
	Supt. Of PSC													
105	Collector of Revenue	35 hrs	\$57,589	\$59,318	\$61,044	\$62,772	\$64,498	\$66,228	\$67,955	\$69,682	\$71,410	\$73,137	\$74,864	
1051	Fleet Manager	40 hrs	\$65,815	\$67,790	\$69,764	\$71,738	\$73,714	\$75,689	\$77,659	\$79,636	\$81,611	\$83,586	\$85,558	
	Construction Spvsr.													
	Parks Proj Coord & Mt. Spvsr.													
	Waste Sys. Mgr.													
1061	Golf Course Supt.	40 hrs	\$69,105	\$71,180	\$73,253	\$75,327	\$77,399	\$79,472	\$81,544	\$83,620	\$85,692	\$87,764	\$89,838	
1071	Highway Sys. Mgr.	40 hrs	\$72,561	\$74,739	\$76,915	\$79,091	\$81,269	\$83,446	\$85,621	\$87,798	\$89,977	\$92,152	\$94,328	
	Facility Manager													
	Supt. Of Parks													
108	Asst. Library Director	35 hrs	\$66,566	\$68,665	\$70,666	\$72,666	\$74,665	\$76,666	\$78,666	\$80,666	\$82,665	\$84,665	\$86,664	
	Envir. Health Spvsr.													
	PHN Supervisor													
	Soc. Sys. Program Spvsr.													
	Asst. Pub. Works Dir.													
	Asst. Dir. Parks & Rec													
	Info Tech Mgr.												\$89,937	
1081	Supt. Of PW	40 hrs	\$76,191	\$78,475	\$80,761	\$83,047	\$85,331	\$87,619	\$89,904	\$92,190	\$94,475	\$96,761	\$99,049	
109	Grants Manager	35 hrs	\$70,000	\$72,100	\$74,200	\$76,299	\$78,398	\$80,500	\$82,598	\$84,700	\$86,799	\$88,899	\$91,000	
110		35 hrs	\$73,499	\$75,704	\$77,908	\$80,114	\$82,320	\$84,525	\$86,728	\$88,934	\$91,138	\$93,344	\$95,550	
111	Town Engineer	35 hrs	\$77,173	\$79,490	\$81,805	\$84,119	\$86,433	\$88,750	\$91,066	\$93,381	\$95,696	\$98,012	\$100,327	
	Assessor													
112	Asst. Finance Dir.	35 hrs	\$81,034	\$83,463	\$85,895	\$88,326	\$90,756	\$93,187	\$95,619	\$98,050	\$100,481	\$102,911	\$105,343	

July 1, 2017 WAGES

Pay Grade	Job Title	Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101		35 hrs	\$48,089	\$49,531	\$50,976	\$52,418	\$53,858	\$55,301	\$56,746	\$58,188	\$59,630	\$61,074	\$62,515	
		40 hrs	\$54,959	\$56,609	\$58,257	\$59,904	\$61,553	\$63,203	\$64,852	\$66,501	\$68,150	\$69,797	\$71,446	
102		35 hrs	\$50,492	\$52,008	\$53,522	\$55,038	\$56,553	\$58,067	\$59,582	\$61,096	\$62,612	\$64,126	\$65,641	
		40 hrs	\$57,707	\$59,437	\$61,170	\$62,900	\$64,633	\$66,361	\$68,093	\$69,825	\$71,557	\$73,287	\$75,018	
103		35 hrs	\$53,017	\$54,609	\$56,199	\$57,789	\$59,382	\$60,970	\$62,561	\$64,152	\$65,743	\$67,333	\$68,923	
		40 hrs	\$60,592	\$62,410	\$64,228	\$66,046	\$67,863	\$69,681	\$71,499	\$73,316	\$75,134	\$76,953	\$78,770	
104	Police Comm. Spvcr.	35 hrs	\$55,669	\$57,338	\$59,009	\$60,679	\$62,349	\$64,019	\$65,690	\$67,359	\$69,030	\$70,699	\$72,370	
	Police Records Spvcr.													
1041	Fleet Repair Spvcr.	40 hrs	\$63,622	\$65,531	\$67,439	\$69,348	\$71,257	\$73,165	\$75,076	\$76,983	\$78,891	\$80,800	\$82,707	
	Golf Course Maint. Spvcr.													
	Highway Svs. Spvcr.													
	Park Maint. Spvcr.													
	Spvcr. Of Waste Svs.													
	Supt. Of PSC													
105	Collector of Revenue	35 hrs	\$58,453	\$60,207	\$61,960	\$63,713	\$65,466	\$67,221	\$68,975	\$70,727	\$72,481	\$74,234	\$75,987	
1051	Fleet Manager	40 hrs	\$66,802	\$68,807	\$70,810	\$72,814	\$74,820	\$76,824	\$78,824	\$80,830	\$82,835	\$84,840	\$86,842	
	Construction Spvcr.													
	Parks Proj Coord & Mt. Spvcr.													
	Waste Svs. Mgr.													
1061	Golf Course Supt.	40 hrs	\$70,142	\$72,248	\$74,351	\$76,457	\$78,560	\$80,665	\$82,767	\$84,874	\$86,978	\$89,080	\$91,185	
1071	Highway Svs. Mgr.	40 hrs	\$73,650	\$75,660	\$77,688	\$79,727	\$81,768	\$83,811	\$85,856	\$87,906	\$89,954	\$91,996	\$93,993	
	Facility Manager													
	Supt. Of Parks													
108	Asst. Library Director	35 hrs	\$67,666	\$69,695	\$71,726	\$73,756	\$75,785	\$77,816	\$79,846	\$81,876	\$83,905	\$85,935	\$87,964	
	Envir. Health Spvcr.													
	PHN Supervisor													
	Soc. Svs. Program Spvcr.													
	Asst. Pub. Works Dir.													
	Asst. Dir. Parks & Rec													
	Info Tech Mgr.													\$91,286
1081	Supt. Of PW	40 hrs	\$77,334	\$79,652	\$81,972	\$84,293	\$86,611	\$88,933	\$91,252	\$93,573	\$95,892	\$98,212	\$100,535	
109	Grants Manager	35 hrs	\$71,050	\$73,181	\$75,313	\$77,443	\$79,574	\$81,707	\$83,837	\$85,970	\$88,101	\$90,232	\$92,365	
110		35 hrs	\$74,602	\$76,839	\$79,077	\$81,316	\$83,554	\$85,793	\$88,029	\$90,268	\$92,505	\$94,745	\$96,983	
111	Town Engineer	35 hrs	\$78,331	\$80,682	\$83,032	\$85,381	\$87,730	\$90,081	\$92,432	\$94,782	\$97,132	\$99,483	\$101,832	
	Assessor													
112	Asst. Finance Dir.	35 hrs	\$82,249	\$84,715	\$87,184	\$89,651	\$92,118	\$94,585	\$97,053	\$99,521	\$101,988	\$104,455	\$106,923	

July 1, 2018 WAGES

Pay Grade	Job Title	Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101		35 hrs	\$48,810	\$50,274	\$51,740	\$53,204	\$54,666	\$56,131	\$57,597	\$59,061	\$60,525	\$61,990	\$63,453	
		40 hrs	\$55,784	\$57,458	\$59,131	\$60,803	\$62,476	\$64,151	\$65,824	\$67,499	\$69,173	\$70,844	\$72,518	
102		35 hrs	\$51,250	\$52,788	\$54,325	\$55,863	\$57,401	\$58,938	\$60,476	\$62,013	\$63,551	\$65,088	\$66,625	
		40 hrs	\$58,573	\$60,328	\$62,087	\$63,844	\$65,603	\$67,356	\$69,114	\$70,872	\$72,631	\$74,386	\$76,143	
103		35 hrs	\$53,813	\$55,428	\$57,042	\$58,656	\$60,273	\$61,884	\$63,500	\$65,114	\$66,729	\$68,343	\$69,957	
		40 hrs	\$61,501	\$63,346	\$65,192	\$67,036	\$68,881	\$70,727	\$72,571	\$74,416	\$76,261	\$78,107	\$79,952	
104	Police Comm. Spvrs.	35 hrs	\$56,504	\$58,198	\$59,894	\$61,589	\$63,284	\$64,979	\$66,676	\$68,370	\$70,066	\$71,760	\$73,456	
	Police Records Spvrs.													
1041	Fleet Repair Spvrs.	40 hrs	\$64,576	\$66,514	\$68,450	\$70,388	\$72,325	\$74,262	\$76,202	\$78,137	\$80,074	\$82,012	\$83,948	
	Golf Course Maint. Spvrs.													
	Highway Svs. Spvrs.													
	Park Maint. Spvrs.													
	Spvsr. Of Waste Svs.													
	Supt. Of PSC													
105	Collector of Revenue	35 hrs	\$59,330	\$61,110	\$62,889	\$64,669	\$66,448	\$68,229	\$70,009	\$71,788	\$73,569	\$75,347	\$77,127	
1051	Fleet Manager	40 hrs	\$67,804	\$69,839	\$71,873	\$73,906	\$75,942	\$77,976	\$80,006	\$82,043	\$84,078	\$86,113	\$88,144	
	Construction Spvsr.													
	Parks Proj Coord & Mt. Spvsr.													
	Waste Svs. Mgr.													
1061	Golf Course Supt.	40 hrs	\$71,194	\$73,331	\$75,467	\$77,604	\$79,738	\$81,875	\$84,009	\$86,147	\$88,282	\$90,417	\$92,553	
1071	Highway Svs. Mgr.	40 hrs	\$74,755	\$76,997	\$79,239	\$81,481	\$83,725	\$85,968	\$88,209	\$90,451	\$92,696	\$94,937	\$97,179	
	Facility Manager													
	Supt. Of Parks													
108	Asst. Library Director	35 hrs	\$68,681	\$70,740	\$72,802	\$74,862	\$76,922	\$78,983	\$81,043	\$83,104	\$85,163	\$87,224	\$89,283	
	Envir. Health Spvsr.													
	PHN Supervisor													
	Soc. Svs. Program Spvsr.													
	Asst. Pub. Works Dir.													
	Asst. Dir. Parks & Rec													
	Info Tech Mgr.													\$92,655
1081	Supt. Of PW	40 hrs	\$78,494	\$80,847	\$83,201	\$85,557	\$87,910	\$90,267	\$92,621	\$94,977	\$97,331	\$99,686	\$102,043	
109	Grants Manager	35 hrs	\$72,116	\$74,279	\$76,442	\$78,605	\$80,767	\$82,933	\$85,094	\$87,260	\$89,422	\$91,586	\$93,750	
110		35 hrs	\$75,721	\$77,992	\$80,263	\$82,535	\$84,808	\$87,080	\$89,349	\$91,622	\$93,893	\$96,166	\$98,438	
111	Town Engineer	35 hrs	\$79,506	\$81,892	\$84,277	\$86,662	\$89,046	\$91,432	\$93,818	\$96,203	\$98,589	\$100,975	\$103,359	
	Assessor													
112	Asst. Finance Dir.	35 hrs	\$83,483	\$85,986	\$88,492	\$90,996	\$93,499	\$96,004	\$98,509	\$101,014	\$103,518	\$106,021	\$108,527	

July 1, 2019 WAGES

Pay Grade	Job Title	Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
101		35 hrs	\$49,542	\$51,028	\$52,516	\$54,002	\$55,486	\$56,973	\$58,461	\$59,947	\$61,433	\$62,920	\$64,405	
		40 hrs	\$56,621	\$58,320	\$60,018	\$61,715	\$63,413	\$65,114	\$66,812	\$68,511	\$70,210	\$71,906	\$73,606	
102		35 hrs	\$52,018	\$53,580	\$55,140	\$56,701	\$58,262	\$59,822	\$61,383	\$62,943	\$64,504	\$66,065	\$67,625	
		40 hrs	\$59,451	\$61,233	\$63,018	\$64,802	\$66,587	\$68,367	\$70,151	\$71,935	\$73,720	\$75,502	\$77,285	
103		35 hrs	\$54,620	\$56,260	\$57,897	\$59,536	\$61,177	\$62,813	\$64,452	\$66,091	\$67,730	\$69,369	\$71,006	
		40 hrs	\$62,423	\$64,296	\$66,170	\$68,042	\$69,914	\$71,787	\$73,660	\$75,532	\$77,405	\$79,279	\$81,151	
104	Police Comm. Spvsr.	35 hrs	\$57,352	\$59,071	\$60,793	\$62,513	\$64,234	\$65,954	\$67,676	\$69,395	\$71,117	\$72,836	\$74,558	
	Police Records Spvsr.													
1041	Fleet Repair Spvsr.	40 hrs	\$65,545	\$67,511	\$69,477	\$71,444	\$73,410	\$75,376	\$77,345	\$79,309	\$81,275	\$83,242	\$85,207	
	Golf Course Maint. Spvsr.													
	Highway Sys. Spvsr.													
	Park Maint. Spvsr.													
	Spvsr. Of Waste Sys.													
	Supt. Of PSC													
105	Collector of Revenue	35 hrs	\$60,220	\$62,027	\$63,833	\$65,639	\$67,444	\$69,253	\$71,059	\$72,865	\$74,672	\$76,478	\$78,284	
1051	Fleet Manager	40 hrs	\$68,821	\$70,886	\$72,951	\$75,015	\$77,082	\$79,146	\$81,206	\$83,274	\$85,339	\$87,404	\$89,467	
	Construction Spvsr.													
	Parks Proj Coord & Mt. Spvsr.													
	Waste Sys. Mgr.													
1061	Golf Course Supt.	40 hrs	\$72,262	\$74,431	\$76,599	\$78,768	\$80,934	\$83,103	\$85,269	\$87,439	\$89,607	\$91,773	\$93,941	
1071	Highway Sys. Mgr.	40 hrs	\$75,876	\$78,152	\$80,428	\$82,704	\$84,981	\$87,258	\$89,532	\$91,808	\$94,087	\$96,361	\$98,637	
	Facility Manager													
	Supt. Of Parks													
108	Asst. Library Director	35 hrs	\$69,711	\$71,801	\$73,894	\$75,985	\$78,076	\$80,168	\$82,259	\$84,351	\$86,441	\$88,533	\$90,622	
	Envir. Health Spvsr.													
	PHN Supervisor													
	Soc. Sys. Program Spvsr.													
	Asst. Pub. Works Dir.													
	Asst. Dir. Parks & Rec													
	Info Tech Mgr.													\$94,045
1081	Supt. Of PW	40 hrs	\$79,671	\$82,059	\$84,450	\$86,841	\$89,229	\$91,621	\$94,010	\$96,402	\$98,791	\$101,181	\$103,573	
109	Grants Manager	35 hrs	\$73,198	\$75,393	\$77,589	\$79,784	\$81,979	\$84,177	\$86,371	\$88,569	\$90,764	\$92,960	\$95,157	
110		35 hrs	\$76,857	\$79,162	\$81,467	\$83,773	\$86,080	\$88,386	\$90,689	\$92,997	\$95,301	\$97,608	\$99,915	
111	Town Engineer	35 hrs	\$80,699	\$83,121	\$85,542	\$87,962	\$90,381	\$92,804	\$95,226	\$97,647	\$100,067	\$102,490	\$104,909	
	Assessor													
112	Asst. Finance Dir.	35 hrs	\$84,735	\$87,276	\$89,819	\$92,361	\$94,902	\$97,444	\$99,987	\$102,529	\$105,071	\$107,612	\$110,155	

APPENDIX C

A medical certificate submitted in accordance with Article VII, Section 7.0 (D) shall be on the following form or shall contain substantially equivalent information.

MEDICAL CERTIFICATE FORM

NAME OF DOCTOR _____

ADDRESS _____

TEL. NO. _____

TO: Human Resources Director
Town of East Hartford

FROM: _____

DATE: _____

As physician duly licensed by the State of _____, I hereby certify that _____ (name of employee) who was seen by me on _____ (date) was unable to work during the continuous period from _____ (date) to _____ (date).

He/she was under my care on or after _____ (date).

I also certify that said employee can return to duty with no restrictions on _____ (date).

Signature of Physician

Date

APPENDIX D

TRIPLE OPTIONAL DENTAL PLAN

BENEFIT DESCRIPTION	PPO IN NETWORK NO DEDUCTIBLE	FLEX DENTAL \$50 DEDUCTIBLE*	OUT OF NETWORK \$200 DEDUCTIBLE
ANNUAL MAXIMUM	Unlimited	Unlimited	Unlimited
BENEFIT	Coinsurance	Coinsurance	Coinsurance
PREVENTIVE SERVICES			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (Included with Oral Evaluation)	100%	100%	80%
Fluoride Treatment to age 19	100%	100%	80%
Sealants	100%	100%	50%
Space Maintainers	100%	100%	50%
DIAGNOSTIC SERVICES			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (Included with Oral Evaluation)	100%	100%	70%
RESTORATIVE SERVICES			
Amalgam Fillings	100%	100%	50%
Resin Fillings	100%	100%	50%
ENDODONTICS			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
ORAL SURGERY			
Simple Extractions	100%	100%	50%
Surgical Extractions and Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
GENERAL SERVICES			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
PERIODONTICS			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered

	PPO IN NETWORK NO DEDUCTIBLE	FLEX DENTAL \$50 DEDUCTIBLE*	OUT OF NETWORK \$200 DEDUCTIBLE
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and oral lesions	50%	50%	Not Covered
PROSTHODONTICS			
Dentures Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and removable	50%	Not Covered	Not Covered
Inlays, onlays and crowns not part of bridge	100%	50%	Not Covered
Addition of teeth to partial denture to replace extracted teeth	50%	Not Covered	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia \$1,000 Lifetime maximum Dependents covered to age 19	50%	50%	Not Covered

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

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

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

11-May-01

APPENDIX E

EAST HARTFORD AFSCME #818 SUPERVISORS

PPO MEDICAL INSURANCE PLAN

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK
Covered Person Annual Deductible	Not Applicable	\$200 individual \$400 two person \$500 family
Covered Person Coinsurance	Not Applicable	20%
Covered Person Cost-Share Maximum	Not Applicable	\$1,000 individual \$2,000 two person \$2,500 family
Lifetime Maximum	Unlimited	Unlimited
PREVENTIVE SERVICES		
Well Child Care: 7 exams from birth to 1 year of age 7 exams 1 through 5 years of age 1 exam every Calendar Year 5 through 12 years of age 1 exam every Calendar Year 12 through 22 years of age	No Office Visit Copay	Deductible & Coinsurance
Adult Physical Examinations: 1 exam per Calendar Year 22 years old and older	No Office Visit Copay	Deductible & Coinsurance
Routine gynecological visit 1 visit per Calendar Year including pap smear	No Office Visit Copay	Deductible & Coinsurance
Mammography One baseline screening for female 35 through 39 years of age One screening mammogram every Calendar Year for female 40 and older Note: or more frequently if recommended by the woman's Physician (M.D.)	No Cost Share	Deductible & Coinsurance
Maternity	\$5 Office Visit Copay first visit only	Deductible & Coinsurance
Immunizations and Vaccinations includes those needed for travel	No Copay	Deductible & Coinsurance
Vision Exams: 1 vision exam and refraction every 2 Calendar Years	\$5 Copay	Deductible & Coinsurance

Hearing Exams: 1 hearing exam every Calendar Years	\$5 Copay	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	No Copay	Deductible & Coinsurance
Specialty Hospital 60 days per Covered Person per Calendar Year	Same as Hospital Inpatient Cost-Share	Deductible & Coinsurance
Outpatient surgery In a licensed ambulatory surgical center (including colonoscopy)	No Copay	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-ray Services	No Copay	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	No Copay	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per Calendar Year	\$5 Copay	Deductible & Coinsurance
Other Therapy Services: Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or free-standing dialysis center	No Copay	Deductible & Coinsurance
Outpatient cardiac rehabilitation therapy (up to 36 visits per cardiac episode)	\$5 Copay	Deductible & Coinsurance
Allergy Office Visit/Testing	\$5 Copay	Deductible & Coinsurance
Allergy Injection Immunotherapy or other therapy treatments to a maximum of 60 visits over a 2 Calendar Year period	No Copayment for Allergy Injection	
MEDICAL EMERGENCY / URGENT CARE SERVICES		

Emergency Room Treatment Emergency Room Copayment waived if the Covered Person is admitted directly to the Hospital from the emergency room	\$25 Copay	Paid as an In-Network Service
Urgent Care Services	\$25 Copay	Not Covered
Ambulance Land and Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule.	No Copay	Paid as an In-Network Service
PHYSICIAN MEDICAL/ SURGICAL SERVICES		
Medical Office Visit		Deductible & Coinsurance
Primary Care Services (Including surgical procedures done in the Office)	\$5 Copay	
Specialist Services (Including surgical procedures done in the Office)	\$5 Copay	Deductible & Coinsurance
Services of a Physician or Surgeon (other than a medical office visit)	No Copay	Deductible & Coinsurance
MENTAL HEALTH SERVICES		
Outpatient treatment for Mental Health Care and Substance Abuse Care	\$5 Copay	Deductible & 50% Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care Per Admission	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
Inpatient Rehabilitation treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility Per Admission	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility up to 120 days per Calendar Year	Same as Hospital Inpatient Cost Share	Deductible & Coinsurance
Private Duty Nursing limited to \$15,000 Per Calendar Year	Not Applicable	Deductible & Coinsurance

<p>Prescription Drugs*: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 31-day supply or 100 unit dose, whichever is greater.</p> <p>*Prescription Drugs not considered until the maximum is met on any other Prescription Drug plan.</p> <p>Diabetic equipment, drugs and supplies</p>	<p>Not Applicable</p>	<p>Deductible & Coinsurance</p>
<p>Human Organ and Tissue Transplant Services</p> <p>Unlimited Lifetime Maximum</p>	<p>No Copay</p>	<p>Deductible & Coinsurance</p>
<p>Home Health Care Nursing and therapeutic services limited to 200 visits Home health aide services limited to 80 visits that are applicable to the 200 visit limit</p> <p>In the Home Hospice Medical Social Services under the direction of a Physician up to \$420</p> <p>*After a \$50 Deductible has been met, the Covered Person shall pay the applicable Coinsurance, plus amounts above the Maximum Allowable Amount. The Deductible for Home Health Care benefits accrues towards the Covered Person's annual Deductible.</p>	<p>No Copay</p>	<p>Deductible & Coinsurance</p>
<p>Infusion Therapy Unlimited</p>	<p>No Copay</p>	<p>Deductible & Coinsurance</p>
<p>Durable Medical Equipment and Prosthetic Devices</p> <p>Unlimited</p>	<p>No Cost Share</p>	<p>Deductible & Coinsurance</p>
<p>Ostomy Related Services</p> <p>Unlimited</p>	<p>No Cost Share</p>	<p>Deductible & Coinsurance</p>
<p>Wig Up to \$350 maximum per Covered Person per Calendar Year.</p>	<p>No Copay</p>	<p>No Cost-Share</p>
<p>Specialized Formula</p>	<p>No Copay</p>	<p>Deductible & Coinsurance</p>

Hospice Care (inpatient) 60 days per Calendar Year	No Copay	Deductible & Coinsurance
Infertility Services Please see Maternity/Family Planning Section of this document Office Visit Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply or 100 unit dose, whichever is greater Note: If this certificate has a Prescription Drug rider, see rider for infertility drug coverage. Infertility drugs will not apply to the Prescription Drug Rider Maximum. In the absence of a prescription drug rider then the coverage stated in this Schedule of Benefits will apply.	\$5 Copay Same as Hospital Outpatient Cost-Share Same as Hospital Inpatient Cost-Share Paid as Out-of-Network	Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance
OTHER		
Penalty for Failure to Prior Authorize Covered Services Please note that the combined penalty amount for Facility Benefit and the Admitting Physician Benefit will be no greater than \$500	\$200 Hospital and 25% Physician (of Maximum Allowable Amount (MAA))	\$200 Hospital and 25% Physician (of Maximum Allowable Amount (MAA))

This is a summary of benefits and is by its nature limited in detail and scope. Refer to the Summary Plan Document for full details of coverage.

APPENDIX E
VISION RIDER

Schedule of Eligibility:

Subscriber and Spouse/Civil Union Partner Only

Schedule of Benefits:

Vision Examination

A complete eye examination with or without refraction and prescription of lenses if needed

With dilation of pupils (cycloplegia) And post-cycloplegic visit, if required	\$50.00
Without cycloplegia	\$50.00
Maximum: per covered person per calendar year	\$50.00

Prescribed Lenses and Frames (Maximum Allowable Amount for Participating Physicians or Participating Providers)

Frames for prescription lenses	\$28.00
Prescription lenses:	
Single vision	\$33.50
Bifocal	\$52.00
Trifocal	\$84.00
Contact lenses when used to correct visual Acuity to 20/70 or when Medically Necessary	\$225.00
Contact lenses when used for any other reason, Equivalent to amount payable for single vision lenses	\$33.50

NOTE: Pre-existing conditions, if applicable, will not apply to Vision Care benefits.

This is a summary of benefits and is by its nature limited in detail and scope. Refer to the Summary Plan Document for full details of coverage.

APPENDIX F
HEALTH BENEFIT OPT-OUT FORM

Employee Name _____ Date of Form Completion _____

Department _____ Effective Date of Cancellation _____

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

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

In exchange for canceling my health insurance, I elect to receive a cash payment (totaling \$1000 for individual employee coverage, \$1250 for employee plus one dependent coverage or \$1,500 for employee plus family coverage) to be paid in quarterly installments in October, January, April and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Signature

Date

Witness

Date

APPENDIX G

ATTESTATION FOR \$250 WELLNESS REWARD

THE ORIGINAL FORM SHOULD BE TURNED IN TO
OR MAILED DIRECTLY TO:
Town of East Hartford, Human Resources
Attention: Sandra Franklin
740 Main Street
East Hartford, CT 06108

ANNUAL ROUTINE PHYSICAL EXAM FORM

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

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

The Routine Physical Exam Should Include the Following:

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

You, as the health care provider will determine which one of several types of screenings is most appropriate and at what age it should be done.

I certify that I performed a routine physical exam on Town of East Hartford Employee:

EMPLOYEE NAME

Physician's Name: _____

Date of Physical: _____

Physician's Signature: _____

APPENDIX G-1

ATTESTATION FOR \$600 WELLNESS REWARD

effective July 1, 2019 – June 30, 2020 ONLY

THE ORIGINAL FORM SHOULD BE TURNED IN TO
OR MAILED DIRECTLY TO:
Town of East Hartford, Human Resources
Attention: Sandra Franklin
740 Main Street
East Hartford, CT 06108

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

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

The Routine Physical Exam Should Include the Following:

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

You, as the health care provider will determine which one of several types of screenings is most appropriate and at what age it should be done.

I certify that I performed a routine physical exam on Town of East Hartford Employee:

_____ **EMPLOYEE NAME**

Physician's Name: _____

Date of Physical: _____

Physician's Signature: _____

APPENDIX H
HIGH DEDUCTIBLE HEALTH PLAN
SCHEDULE OF BENEFITS
Effective July 1, 2014 2017

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Covered Person Plan Year Deductible	\$1,500 single* \$2000 SINGLE \$3,000 family** \$4000 FAMILY	
Covered Person Coinsurance	Not Applicable	20%
Covered Person Plan Year Out-of-Pocket Limit *Applies to Prescription Drug Copayments	\$1,500 single*** \$2000 \$3,000 family**** \$4000	\$4,000 single*** \$8,000 family****
Lifetime Maximum	Unlimited	Unlimited
<p>*Single Deductible – The Deductible must be satisfied before any Covered Services are paid by the Plan except for Preventive Services which are not subject to the Deductible.</p> <p>**Family Deductible – The family Deductible must be satisfied before any Covered Services are paid by the plan except for Preventive Services which are not subject to the Deductible. The family Deductible may be satisfied by one Covered Person or all members of the family collectively.</p> <p>***Single Out-of-Pocket Limit – Once the Member Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Covered Person for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p> <p>****Family Out-of-Pocket Limit – Once the family Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Family for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.</p> <p>In-Network and Out-of-Network Out-of-Pocket Limits are separate and do not accumulate toward each other.</p>		
PREVENTIVE SERVICES		
Well Child Care	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance
Other Preventive Screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening	No Cost-Share	Deductible & Coinsurance

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Immunizations and Vaccinations	No Cost-Share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per Member per Calendar Year	Deductible	Deductible & Coinsurance
Outpatient Surgery (including colonoscopy)	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-Ray Services	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per Calendar Year	Deductible	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy; Radiation therapy; Chemotherapy for the treatment of cancer; Electroshock therapy; Kidney Dialysis in a Hospital or free-standing dialysis center	Deductible	Deductible & Coinsurance
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
Urgent Care Services	Deductible	Paid as In-Network Emergency Room
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
PHYSICIAN MEDICAL/SURGICAL SERVICES		
Medical Office Visit	Deductible	Deductible & Coinsurance
Surgical Services Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible	Deductible & Coinsurance
Non-Surgical Services of a Physician or Surgeon (other than a medical office visit) These services may include after care or attending medical care	Deductible	Deductible & Coinsurance
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care & 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 Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Outpatient Surgery	Deductible	Deductible & Coinsurance

In a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Skilled Nursing Facility Up to 120 days per calendar year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Prescription Drugs:	Deductible and then:	Deductible & Coinsurance per prescription
Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug	
Diabetic equipment, drugs and supplies		
Specialty Pharmacy: The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.	Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug	Deductible & Coinsurance per prescription
Mail Order Prescription Drug Program The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.	Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug	Deductible & Coinsurance per prescription
Diabetic drugs & supplies		Deductible & Coinsurance per prescription
Human Organ and Tissue Transplant Services Unlimited maximum	Deductible	Deductible & Coinsurance
Home Health Care (including In-Home Hospice Care) Nursing and therapeutic services limited to 200 visits	Deductible	Deductible & Coinsurance

In the Home Hospice Medical Social Services under the direction of a physician up to \$420	Deductible	Deductible & Coinsurance
COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period. Diabetic equipment, and supplies	Deductible	Deductible & 50% Coinsurance
Ostomy Related Services	Deductible	Deductible & 50% Coinsurance
Hospice Care (inpatient)	Deductible	Deductible & Coinsurance
Wig up to \$500 maximum per Member per Calendar Year	Deductible	Deductible & Coinsurance
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services Please see Maternity /Family Planning Section	Deductible	Deductible & Coinsurance
Office Visit	Deductible	Deductible & Coinsurance
Outpatient Hospital	Same as Hospital Outpatient Cost-Share	Deductible & Coinsurance
Inpatient Hospital	Same as Hospital Inpatient Cost-Share	Deductible & Coinsurance
Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
Maternity	Deductible	Deductible &

		Coinsurance
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This is a summary of benefits and is by its nature limited in detail and scope. Refer to the Summary Plan Document for full details of coverage.

DRAFT

APPENDIX H
BLUEVIEW VISION RIDER
EFFECTIVE JULY 1, 2014

BENEFIT PERIOD	Calendar Year
DEPENDENT AGE LIMIT	To the end of the month after which the child attains age 26.

COVERED SERVICES	COPAYMENTS/MAXIMUMS	
	Network Providers	Out-of-Network Providers
Prescription Lenses		
Standard: (including factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under 19 years old)		
Basic Lenses (pair)		
Single Vision lenses	\$25 Copayment	Reimbursed up to \$36
Bifocal lenses	\$25 Copayment	Reimbursed up to \$54
Trifocal lenses	\$25 Copayment	Reimbursed up to \$69
(limited to one set of lenses per calendar year).		
Frames		
(Limited to one frame per calendar year)	\$130 retail amount, then 20% off any remaining balance	Reimbursed up to \$64
Prescription Contact Lenses (traditional or disposable)		
Non-Elective Contact Lenses (availability once every calendar year)	Covered in full	Reimbursed up to \$210
Elective Contact Lenses (in lieu of eyeglass lenses allowances) (availability once every calendar year)	\$130 retail amount	Reimbursed up to \$105

Note: If you elect covered Non-Elective Contact Lenses or Elective Contact Lenses within one calendar year period, no benefits will be available for covered lenses and frames until the next calendar year period.

Laser Vision Correction Services:

Participating Lasik/photorefractive keratectomy PRK surgical centers offer a discounted rate for Members enrolled under this plan. You are responsible for any remaining charges.

The Schedule of Benefits is a summary of the amount of benefits Anthem will pay when you receive Covered Services from a Provider. Please refer to the Covered Services Section of the Summary Plan Description for a more complete explanation of the specific vision services covered by the plan. All covered services are subject to the conditions, exclusions, limitations, terms and provisions of the Certificate including any attachments or riders.

No prior authorization is required to receive covered vision services.

APPENDIX E (continued)

With regard to Article XIV, Section 1(c) Dental Plan:

~~It is the intent of the parties to retain the Full Service Dental Plan with Rider A as specified in the 7/1/96-6/30/99 contract. This Plan will remain in effect until such time as the parties may negotiate a substitute dental plan, in accordance with Article XIV, Section 1(c), second sentence.~~


DRAFT



MEMORANDUM

DATE: October 31, 2016

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: 818 Supervisor's Contract Settlement and Contingency Transfer

By way of this memo, attached please find the financial analysis related to the 818 Supervisor's contract settlement.

To cover the costs related to the settlement, \$38,625 will need to be transferred into various accounts by way of a Contingency Transfer.

If approved, this funding will satisfy the contract settlement through June 30, 2017.

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

The Town of East Hartford
 Analysis of the 818 Contract
 Prepared as of November, 2016

Actual 3 years	Wages 1.5%/1.5%/1.5%	Prem. Share Convert to HDHP
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Employees Covered 30

(----- not a 5 year agreement -----)

	Year 1	Year 2	Year 3	Year 4	Year 5
	6/30/16	6/30/17	6/30/18	6/30/19	6/30/20
	@7/16	@7/17	@7/18	@7/19	@7/20
	1.50%	1.50%	1.50%	0.00%	0.00%
Reg. Wages	2,450,000	2,450,000	2,524,051	2,561,912	2,561,912
OT Wages	125,000	125,000	128,778	130,710	130,710
Total	2,575,000	2,575,000	2,652,829	2,692,622	2,692,622

Year	Wage Inc. Per Year	Wage Inc. Total
Pre	-	-
1	38,625	38,625
2	39,204	77,829
3	39,792	117,622
4	-	-
Total	-	234,076

Total Per Year	Total Per Contract	Net Med. Decrease	Ann. Net Increase	Net Increase	% Inc. Ann.
38,625	38,625	-	38,625	38,625	0.00%
39,204	77,829	-	16,302	54,927	1.49%
39,792	117,622	22,903	39,792	117,622	0.62%
-	-	-	-	-	1.49%
-	-	-	-	-	0.00%
117,622	234,076	22,903	94,719	211,173	0.00%
					3.60%

Average annual increase

1.20%

Town Savings	HDHP \$
Single	7,814
Single plus 1	15,628
Family	20,747
Blended rate	17,918

Town Savings	HDHP \$
Single	8,188
Single plus 1	16,377
Family	21,583
Blended rate	18,682

* additional savings of up to \$240 per person per year (\$7,000) will be achieved in the OPEB deduction as it is based on actual base pay compared to step 1 off of the salary grid.
 ** the logic on the reduction of the premium share is to concurrently lower the town seed. The seed represents a fixed medical cost to the town so eliminating it reduces our risk/cost.
 ***the logic of moving retirees onto an HDHP should see savings of up to \$1,500 per person per year compared to the existing retiree PPO.

The Town of East Hartford
 For the Fiscal Year Ending June 30, 2017
 Fund Balance Transfer

FROM		
Account Number	Name	Amount
G9600-60201	Contingency Reserve - Contract Negotiations	\$ 38,625
TOTAL		<u>\$ 38,625</u>

TO		
Account Number	Name	Amount
G2400-60110	Permanent Services - Library	\$ 1,000
G3200-60110	Permanent Services - Accounts and Controls	2,000
G3300-60110	Permanent Services - Information Technology	1,300
G3600-60110	Permanent Services - Assessor	1,400
G3700-60110	Permanent Services - Tax Office	1,400
G5203-60110	Permanent Services - Police Administration	1,400
G5400-60110	Permanent Services - Communications	6,125
G7200-60110	Permanent Services - Engineering	1,500
G7300-60110	Permanent Services - Public Works - Highway Services	6,000
G7400-60110	Permanent Services - Public Works - Waste Services	1,500
G7700-60110	Permanent Services - Public Works - Fleet	1,500
G7800-60110	Permanent Services - Building Maintenance	3,000
G8100-60110	Permanent Services - Parks - Administration	1,500
G8200-60110	Permanent Services - Parks - Maintenance	4,500
G9200-60110	Permanent Services - Nursing Services	1,500
G9300-60110	Permanent Services - Environmental Control	1,500
G9400-60110	Permanent Services - Social Services	1,500
TOTAL		<u>\$ 38,625</u>

The funds being transferred are certified as available and unobligated.



Michael P. Walsh, Director of Finance

Marcia A. Leclerc, Mayor

Angela Attenello, Town Council Clerk

Dated this 15th day of November, 2016



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: RESOLUTION: TD Green Street Program

The Town of East Hartford which is designated as a Tree City USA is eligible to apply for \$20,000 in grant funding under the TD Green Street Program through the Arbor Day Foundation and TD Bank.

Funding will support local forestry projects such as tree plantings on Main Street, Willow Street and similar locations identified throughout town.

Please place this information on the agenda for the November 15, 2016 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: E. Buckheit, Development Director
T. Bockus, Public Works Director
P. O'Sullivan, Grants Manager

I, Angela M. Attenello, 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 Town Council of said corporation, duly held on the 15th day of November, 2016.

WHEREAS, the Arbor Day Foundation, in conjunction with TD Bank, has made funding available under the TD Green Streets Program; and

WHEREAS, TD Green Streets grants seek to support local forestry projects in low- to moderate-income (LMI) neighborhoods;

WHEREAS, the Town desires to strategically enhance East Hartford's urban forest through the planting of new trees,

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 under the TD Green Streets Program.


AND I DO CERTIFY that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this ____ day of November, 2016.

Signed: _____
Angela M. Attenello
Town Council Clerk

seal

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Marcia A. Leclerc
FROM: Paul O'Sullivan, Grants Manager 
SUBJECT: Council Resolution – TD Green Streets Program
DATE: November 4, 2016

Attached is a draft resolution authorizing you as Mayor to apply for grant funding under the TD Green Streets Program of the Arbor Day Foundation.

TD Green Streets supports innovative practices in community forestry. Through the program, certain municipalities with a TD Bank presence are eligible to receive one of ten \$20,000 grants in support of local forestry projects in low- to moderate-income (LMI) neighborhoods.

Only communities that are designated a "Tree City USA" by the Arbor Day Foundation are eligible to apply. In Connecticut, East Hartford currently shares this designation with eight other communities.

Potential projects include completion of the tree plantings on Main Street, plantings on Willow Street and others.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 15, 2016. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director
Timothy Bockus, Public Works Director

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2017 TD Green Streets Grant

Funder: TD Bank via Arbor Day Foundation

Grant Amount: \$20,000

Frequency: One time Annual Biennial Other _____

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

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: TD Green Streets supports innovative practices in community forestry. Through the program, municipalities are eligible to receive one of ten \$20,000 grants in support of local forestry projects in low- to moderate-income (LMI) neighborhoods.

Results achieved: Enhancement of East Hartford's urban forest in low-to-moderate income areas of Town, as determined by the U.S. Census Bureau.

Duration of grant: One year

Status of application: Under development

Meeting attendee: Public Works Director Timothy Bockus, x7372

Comments: None



TD Green Streets Grant Information

TD Green Streets supports innovative practices in community forestry. Through this grant program, municipalities are eligible to receive one of ten \$20,000 grants in support of local forestry projects in **low- to moderate-income (LMI) neighborhoods**.

To be eligible for a TD Green Streets grant, your municipality must be a current **Arbor Day Foundation Tree City USA® community** within TD Bank's footprint.

This is a reimbursement grant—funds will be provided upon completion of your project and a final report. No more than 50% of the proposed funding can be used to purchase new trees.



Evaluation Process

TD Green Streets grant applications will be reviewed and evaluated by representatives from the Arbor Day Foundation and TD based on the following criteria:

INNOVATION

There is a clear understanding of the purpose of the program, and a program has been designed that promotes innovative, sustainable practices and tools that benefit the community's urban forest management plan.

PARTNERSHIP AND COMMUNITY INVOLVEMENT



The municipality has demonstrated an ability to involve the community, nonprofit organizations, volunteers, corporate sector, etc., in the program.



TECHNICAL TRAINING/EDUCATION

The municipality is committed to the training and continuing education of community staff and volunteers through workshops, accreditation, conferences, etc. Expertise is also present or can be sought to guide the municipality in its efforts.

MAINTENANCE

A maintenance plan is in place to ensure survivability of new trees.

EVALUATION

A system is in place to evaluate the success of the program.

 **SEE EXAMPLES OF PAST PROJECTS**

2017 program applications are now open.

APPLY FOR A GRANT NOW

OPENS IN A NEW TAB

Questions? Contact grants administrator at tdgreenstreets@arborday.org.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: RESOLUTION: Dial-a-Ride Operating System Grant

The Town has been awarded a \$13,544.00 grant from the Greater Hartford Transit District (GHTD) to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2016 to June 30, 2016. This is a noncompetitive award that the Town receives due to its inclusion as a GHTD member town.

The Town has been receiving this grant from the GHTD on an annual basis since 2006. This amount represents a \$589.00 decrease from the previous year. The Town is required to match these funds dollar for dollar. Attached are the guidelines for the use of funding and a Resolution that is necessary to execute documents for the town.

Please place this information on the agenda for the November 15, 2016 meeting. I recommend that the Town Council approve this request as submitted by adopting the attached resolution in support thereof.

Thank you.

C: P. O'Sullivan, Grants Manager
E. Buckheit, Development Director
T. Fravel, Parks and Recreation Director

R E S O L U T I O N

I, Angela M. Attenello, 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 Town Council of said corporation, duly held on the 15th day of November, 2016.

WHEREAS: The Greater Hartford Transit District has made available Operating Assistance Grant Funds for Fiscal Year 2016-2017 and;

WHEREAS: these funds can be used to pay a portion of the cost of operating the Dial-A-Ride system providing transportation to elderly and disabled citizens,

NOW THEREFORE LET IT BE RESOLVED; that Mayor Marcia A. Leclerc is authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments thereof with the Greater Hartford Transit District in relation to a \$13,544.00 grant to the Town of East Hartford to be used to support costs associated with the operation of the Dial-A-Ride Program.

AND I DO CERTIFY that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this ____ day of November, 2016.

Signed: _____
Angela M. Attenello
Town Council Clerk

seal

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Marcia A. Leclerc
FROM: Paul O'Sullivan, Grants Manager *PMS*
SUBJECT: Council Resolution – Dial-a-Ride Operating System Grant
DATE: November 7, 2016

Attached is a draft resolution authorizing your signature on an Operating Assistance Grant Contract with the Greater Hartford Transit District (GHTD) for funding to operate the Dial-a-Ride program for the elderly and disabled citizens of East Hartford.

The Town of East Hartford has been awarded a \$13,544.00 grant from the GHTD to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2016 to June 30, 2017. This amount represents a \$589.00 decrease from the previous year.

This is a non-competitive award that the Town receives because it is a member of the GHTD. My records indicate the Town has received this grant annually as far back as 2006.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 15, 2016. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director
Ted Fravel, Parks and Recreation Director
Kathy Kane, Senior Services Coordinator

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: 2016-17 Dial-A-Ride Operating Assistance Grant Contract

Funder: Greater Hartford Transit District (GHTD)

Grant Amount: \$13,544

Frequency: One time Annual Biennial Other _____

First year received:	<u>2006*</u>		
Last 3 years received:	<u>2016</u>	<u>2015</u>	<u>2014</u>
Funding level by year:	<u>\$14,133</u>	<u>\$14,133</u>	<u>\$14,118</u>

Is a local match required? Yes No

If yes, how much? 50% of eligible program expenses or \$13,544, whichever is the lesser

From which account? Already budgeted funds from Senior Services Contract Services Dial-a-Ride account

Grant purpose: Defray costs for Town Dial-a-Ride transportation services for seniors and disabled

Results achieved: Reduction in Town funds necessary to operate Dial-a-Ride transportation system.

Duration of grant: One year

Status of application: GHTD does not require an application for this entitlement (non-competitive) grant. Resolution will authorize Mayor to sign grant contract.

Meeting attendee: Parks and Rec Director Ted Fravel, ext. 7166

Comments: *Grant Administration Office records indicate this grant has been received as far back as 2006. Town may have participated in previous years.

OPERATING ASSISTANCE GRANT CONTRACT

THIS CONTRACT, retroactive to July 1, 2016 by and between the Greater Hartford Transit District (the "District") and the Town of Enfield ("Grantee"), WITNESSETH:

In consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of a mass transit operating assistance project (the "Project") with District financial assistance to the Grantee in the form of an operating grant (the "Grant"), using funds applied for by the District for such purpose under budget addendum 2017-ADA-01 Agreement 4.19-06 (11) between the District and the Connecticut Department of Transportation ("CTDOT") (the "Agreement"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

Section 2. The Project - The Project involves the continued or improved operation of a mass transit system, providing transportation to elderly and disabled citizens, operated by the Town of East Hartford for the time period of July 1, 2016 through June 30, 2017.

The Grantee agrees to provide for the continued or improved operation of the system, substantially as described in quarterly reports for the previous fiscal year ended June 30, 2016, filed with and approved by the District (the "Application of the Grantee"), incorporated in this Contract by reference, and in accordance with the terms and conditions of this Contract.

Section 3. The Grant - In order to assist the Grantee in financing the project's eligible operating expenses that are required to be reported under 49 U.S.C. §5335 (herein called "Eligible Project Operating Expenses"), such Eligible Project Operating Expenses being estimated to be in the amount of \$27,088.00, the District will make a Grant in an amount not to exceed 50% (fifty percent) of the Eligible Project Operating Expenses, as determined by the District and the CTDOT upon completion of the Project, or in the amount of \$13,544.00, whichever is the lesser.

Payments shall be made to the Grantee quarterly provided the Grantee has provided up-to-date quarterly reports and is in compliance with other terms and conditions of this Contract. The District shall have no obligation to make any payments under this Contract unless the District has received and has available sufficient State funds pursuant to the District's Application and the Agreement with the CTDOT for the Project.

The Grantee shall permit the authorized representatives of the District and/or the CTDOT to inspect and audit all data and records of the Grantee relating to its performance under this Contract.

For purposes of this Grant Contract, "Eligible Project Operating Expenses" must comply with reporting requirements set forth in 49 U.S.C. §5335 and with any guidelines or regulations issued by the District or CTDOT.

The Grantee agrees that it will provide from sources other than State or Federal funds or revenues from the operation of public mass transportation systems, an amount sufficient to assure payment of at least 50% (fifty percent) of all Eligible Project Operating Expenses, which is estimated to be the Local share in the amount of \$13,544.00. The Grantee further agrees that if the amount of the local share provided under this Grant Contract is less than the State share at any time, it will refund to the District an amount necessary to equalize the Total State Share and the Total Local Share.

Section 4. Use of Project Funds - The Grantee agrees that the State financial assistance provided under this Grant Contract shall be applied to the Eligible Project Operating Expenses incurred in the provision of mass transportation service within the urbanized area served by the Grantee with respect to a Project time period of July 1, 2016 through June 30, 2017. If, during such period, any State financial assistance provided pursuant to this Grant Contract is not so applied, the Grantee shall immediately notify the District.

Section 5. Records - The Grantee shall keep satisfactory records in the manner prescribed by the District with regard to the use of State financial assistance provided pursuant to this Grant Contract and shall submit upon request such information as the District or CTDOT may require in order to assure compliance with this Section. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

Section 6. Civil Rights. The Grantee agrees and warrants that in the performance of the contract the Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved; (2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Grantee agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 7. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a-60 of the Connecticut General Statutes, (1) the Grantee agrees and warrants that in the performance of the contract such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Grantee agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 8. Executive Orders -This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:
http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

Section 9. Termination - The District, effective 30 (thirty) days after date of written notice, may suspend, postpone, abandon, or terminate this Contract for any or no reason and such action shall in no event be deemed a breach of contract. The District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate this Contract, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Grantee's failure to render the services under the Project to the satisfaction of the District or the CTDOT, (b) the termination for any reason of the operating assistance contract between the District and the CTDOT for the funding of this Project; or (c) the Grantee's failure to otherwise comply with the terms of this

Contract.

Section 10. Special Conditions - The Grantee agrees and assures that the rates charged the elderly and persons with disabilities during non-peak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant Contract will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the Grantee or is by another entity under lease or otherwise.

The Grantee agrees and assures that it will give the rate required herein to any person presenting a Medicare card duly issued to that person pursuant to Title II or Title XVIII of the Social Security Act.

The Grantee shall be solely responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of all vehicles used in the provision of service under this Contract, so that the District will not be liable for any such costs.

Section 11. Indemnification - The Grantee, in accepting this Grant Contract, agrees that it shall indemnify and hold harmless the District, and the officers, employees, and agents of the District, from all claims, suits, actions damages and costs of every name and description resulting from or arising out of the District's Application for Grant funds, the awarding of such Grant funds to the Grantee, and the implementation of this Grant Contract. The Grantee agrees that it shall not use the defense of governmental immunity in the adjustment of any claims by the District pertaining to this contract.

Section 12. Operating Policies - The operation of all vehicles providing transportation services to the elderly and persons with disabilities under this Contract shall be in accordance with operation policies set forth or to be set forth by the State of Connecticut and the Capitol Region Council of Governments, the region's Metropolitan Planning Organization, incorporated herein by reference.

Section 13. Uniform System of Accounts and Records - The District shall not make any payment under this Contract unless the Grantee or any organization to receive benefits directly from that grant are each subject to the uniform system of accounts and records prescribed under 49 U.S.C. §5335.

Section 14. Reports of Financial and Operation Data - The Grantee agrees to file reports on forms furnished by the District of financial and operating data pursuant to 49 U.S.C. §5335, cited in Sections 3 and 13 of this Contract, on a quarterly basis during the fiscal year of this Grant. The ending dates of said fiscal quarters shall be September 30, December 31, March 31, and June 30. The Grantee further agrees to deliver the appropriate forms and information to the District within fifteen (15) business days of the close of each fiscal quarter as defined above. Failure to provide those reports by the time indicated may require the District to suspend financial assistance under this Contract until such times as said forms and information are furnished to the District.

All such exhibits and provisions and any changes or modifications thereto are incorporated hereby by reference, and the Grantee shall comply with the obligations thereunder for grant recipients and contractors and shall do nothing which would cause the District to be in violation of the requirements imposed on it by CTDOT as the recipient of State funds, and such compliance shall be a continuing obligation of the Grantee and a condition to receipt of funds pursuant to this Grant Contract.

Nothing contained in this Grant Contract is intended to or shall limit the obligations of the parties hereto under any applicable State or Federal law.

Section 15. Integrity - The Grantee hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list or similar list maintained by the State of Connecticut of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported Contract.

GREATER HARTFORD TRANSIT DISTRICT

The District has executed this Grant Contract this ____ day of _____, 2016.

[SEAL]

Signed and Sealed in the presence of:

Witness

Vicki L. Shotland, Executive Director

Witness

TOWN OF EAST HARTFORD

The Grantee has executed this Grant Contract this ____ day of _____, 2016.

[SEAL]

Signed and Sealed in the presence of:

Witness

Marcia A. Leclerc, Mayor

Witness



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 9, 2016
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc
RE: RESOLUTION: DOT Encroachment Agreement for Bus Passenger Shelters

Attached is the Department of Transportation (DOT) encroachment agreement for the bus passenger shelters that will be installed within the Route 44 right-of-way.

Per Section 2.03 of the attached DOT agreement the East Hartford public works department will be responsible for maintenance of the shelters.


Please place this information on the agenda for the November 15, 2016 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: T. Bockus, Department of Public Works Director

**TOWN OF EAST HARTFORD
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM**

TO: Mayor Marcia A. Leclerc

FROM: Tim Bockus, Director of Public Works 

DATE: November 3, 2016

RE: 16-23 Burnside Avenue Bus Passenger Shelters
Town Council Resolution for the
DOT Encroachment Agreement for the Bus Passenger Shelters

Attached please find an *Encroachment Agreement* (No. 9.01-03(16)) required by the Connecticut Department of Transportation (DOT) for the bus passenger shelters that our contractor will install within the Route 44 (Burnside Avenue) right-of-way. The contract was awarded to Warren Brothers, LLC of Stafford, Connecticut. Their contract is currently under review by Corporation Counsel and should be ready for your signature shortly.

Under the DOT agreement, the Town is required to maintain & empty trash receptacles, maintain the shelters, maintain the concrete pads, remove graffiti, remove snow & ice around the shelters, and repair the shelters after storm damage (See Section 2.03). The described maintenance will be performed by the Department of Public Works. The *Encroachment Agreement* is a prerequisite to the *Encroachment Permit* that our contractor must obtain to complete the work.

Please request that this item be placed on the next Town Council Agenda to authorize you sign the Encroachment Agreement.

Agreement No. 9.01-03(16)

ENCROACHMENT AGREEMENT

Between

THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

And

THE TOWN OF East Hartford

ROUTE: 44 TOWN: East Hartford DISTRICT: 1

THIS AGREEMENT, concluded at Newington, Connecticut, this day of _____, A.D., 2016, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Anna M. Barry, Deputy Commissioner, duly authorized, hereinafter referred to as the "State", and the Town of East Hartford, having its principal place of business at 740 Main Street, East Hartford Connecticut 06108, acting herein by Marcia A. Leclerc, Mayor of East Hartford, hereunto duly authorized, hereinafter referred to as the "Second Party", collectively referred to as the "Parties".

WITNESSETH, THAT:

WHEREAS, the Second Party has requested permission of the State to work within the State highway right of way along Route 44 (Burnside Avenue) in the Town of East Hartford, hereinafter referred to as the "Project"; and

WHEREAS, the Project is more fully described and defined in the following documents:

- (a) Encroachment Permit No. 1014831;
- (b) "Highway Encroachment Permit Regulations, Connecticut Department of Transportation, 1992 Edition";
- (c) Plans entitled: BUS SHELTER INSTALLATION- Burnside Avenue- East Hartford, Connecticut; Sheets 2-9;

all of which are hereinafter referred to as the "Supporting Documents" and are hereby made a part of this Agreement, either by reference thereto or by incorporation herein; and

WHEREAS, the State has the authority to enter into this Agreement pursuant to Sections 13a-247, 13b-17, and 13b-24 of the General Statutes of Connecticut, as revised.

NOW, THEREFORE, KNOW YE, that the State and the Second Party mutually agree as follows:

- (a) the maintenance and emptying of trash receptacles, the maintenance benches and associated concrete pads for which they are mounted on;
 - (b) The removal or otherwise remedying graffiti located on the passenger bus shelters and trash receptacles;
 - (b) the control of snow and ice on or around bus stops, trash receptacles as well as all sidewalks;
 - (c) the repairs and debris removal required following storm damage, as any or all of the preceding relates to or is involved with the Project.
- 2.04 Reimburse the State for any and all costs and expenses of every name and description borne by the State as a result of the Project including but not limited to investigation; inspection; administration; legal; and processing; it being mutually understood and agreed that there shall be no exception to, exclusion from, or limitation of this specification unless the same is set forth in a properly executed supplemental agreement specifically written for this purpose.
- 2.05 Comply with and conform to all pertinent laws, ordinances, rules and regulations, whether state, federal, or municipal, both during the construction phase of the Project and the subsequent permanent maintenance thereof.
- 2.06 With respect to the operations performed by the Second Party under the terms of this Agreement and also those performed for the Second Party by its subcontractors, the Second Party shall carry, and shall ensure that its subcontractors carry, for the duration of this Agreement, and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverage at no direct cost to the State. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut shall be named as an additional insured.

(a) COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

(f) COPIES OF APPLICABLE INSURANCE POLICIES

The Second Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Second Party may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

- 2.07 (a) The Second Party shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Second Party or Second Party Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Second Party shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Second Party's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Second Party's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Second Party shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party or entity acting under the direct control or supervision of the State.
- (c) The Second Party shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Second Party or any Second Party Parties. The State shall give the Second Party reasonable notice of any such Claims.
- (d) The Second Party's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Second Party is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Second Party shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Second Party shall name the State as an

Environmental Laws.

- (d) The Second Party shall test all soils and materials excavated from the State highway right of way and shall not replace any soils or materials containing Hazardous Substances within State highway rights of way.
 - (e) The Second Party shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, the Second Party shall not store, generate or use any Hazardous Substances at, on, or under the area within the right of way in which the Project is located.
 - (f) The Second Party shall not list the State as the owner, generator or transporter of any Hazardous Substances excavated from State highway rights of way. All costs associated with the handling, storage, use, transportation or disposal of Hazardous Substances shall be borne by the Second Party.
 - (g) This provision shall survive this Agreement.
- 2.09 Agree that nothing in this Agreement shall preclude the Second Party from asserting its Governmental Immunity rights in the defense of third party claims. The Second Party's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating damages.
- 2.10 Comply with "Exhibit A - Standard Encroachment Agreement Specifications & Covenants, Connecticut Department of Transportation", dated April, 2012, attached herewith, and all "Mandatory State and Federal Administrative Requirements", incorporated herein by reference and attached herewith as "Exhibit B", as may be amended from time to time, and all Schedules, as may be amended from time to time, attached herewith, which are also hereby made part of this Agreement.
- 2.11 Agree that all obligations incurred by the Second Party under this Agreement shall be binding upon any successors in interest to the Second Party unless a supplemental agreement properly executed by both the State and the Second Party changes this requirement.

SECTION 3 THE STATE SHALL:

- 3.01 Allow the Second Party to construct and maintain the Project in the manner and to the extent as is more particularly described in Article 2.03 hereinabove and on the attached plan entitled: BUS SHELTER INSTALLATION- Burnside Avenue-East Hartford, Connecticut, Sheets 2-9.
- 3.02 Require the second party remove all snow and ice on or around bus stops, trash receptacles as well as all sidewalks.
- 3.03 Make periodic inspections, as determined by District 1 Maintenance Director, for conformity with State maintenance

Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(ii) When the Second Party is to receive such notice:

(The person(s) acting herein as signatory for the Second Party) receiving such notice;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s), including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is(are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

4.04 That the Second Party shall assume full responsibility for the accuracy of all products of its work or that of any consultants utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. In addition, the title sheet(s) of all plans and/or documents will be signed by the authorized individual of the Second Party responsible for receipt of "Official Notices".

4.05 That the Second Party shall record the Agreement (including any supplements thereto, if any) in the land records of the town(s) wherein the Project is located, at no expense to the State; and the recording shall be done immediately upon notification that the fully executed and approved Agreement is ready to be recorded. Failure to record the Agreement as specified herein, is understood to be sufficient grounds for the State to revoke the Permit, terminate the Agreement, or both, whichever is (are) deemed appropriate by the State.

4.10 That this Agreement (including each and every component of the hereinabove specified Supporting Documents as the same may be revised and/or amended) constitutes, when fully executed and approved as indicated, the entire agreement between the parties hereto and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; no agreement or understanding varying or extending the same shall be

binding on either party unless in writing signed by both parties hereto and approved in like fashion; and nothing contained in this Agreement shall be construed as waiving any of the rights of the State under the laws of Connecticut, as may be amended.

4.11 That in case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

Agreement No. 9.01-03(16)

WITNESSES:

SECOND PARTY

Town of East Hartford

By: _____

Name:

Marcia A. Leclerc
Mayor of East Hartford

Date: _____

Name:

STATE OF

)

ss:

A.D., 2016

COUNTY OF

)

Personally appeared for the Second Party, Marcia A. Leclerc, Mayor, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Town of East Hartford, and her free act and deed as Mayor before me.

My Commission Expires:

Notary Public

Date: _____

EXHIBIT B
and Schedules 1-3
MANDATORY STATE AND FEDERAL ADMINISTRATIVE REQUIREMENTS

The Second Party and its invitees shall be cognizant of and fully comply with the following:

- (1) As a condition to receiving federal financial assistance under this Contract/Agreement, if any, the Second Party shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Assurances for Deeds, Licenses, Leases, Permits or Similar Instruments", as set forth in Exhibit B, Schedule 1 (attached herewith and incorporated by reference).
- (2) Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Second Party's request, the State shall provide a copy of these orders to the Second Party.
- (3) The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10, Subject: Code of Ethics Policy," June 1, 2007, as set forth in Exhibit B, Schedule 2 (attached herewith and incorporated by reference).
- (4) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
- (a) The signature on the Agreement by the Second Party shall constitute certification that to the best of its knowledge and belief the Second Party or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
 - (iv) Has not, within a five-year period preceding this Agreement, had one or

Schedule 1

TITLE VI ASSURANCES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into (a) for the subsequent transfer of real property acquired or improved with federal financial assistance, and (b) for the construction or use of or access to space on, over, or under real property acquired or improved with federal financial assistance.

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a United States Department of Transportation (USDOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, entitled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation," and as said Regulations may be amended.

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

4. **Dissemination of Policy:**

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. **Recruitment:**

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.
- c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

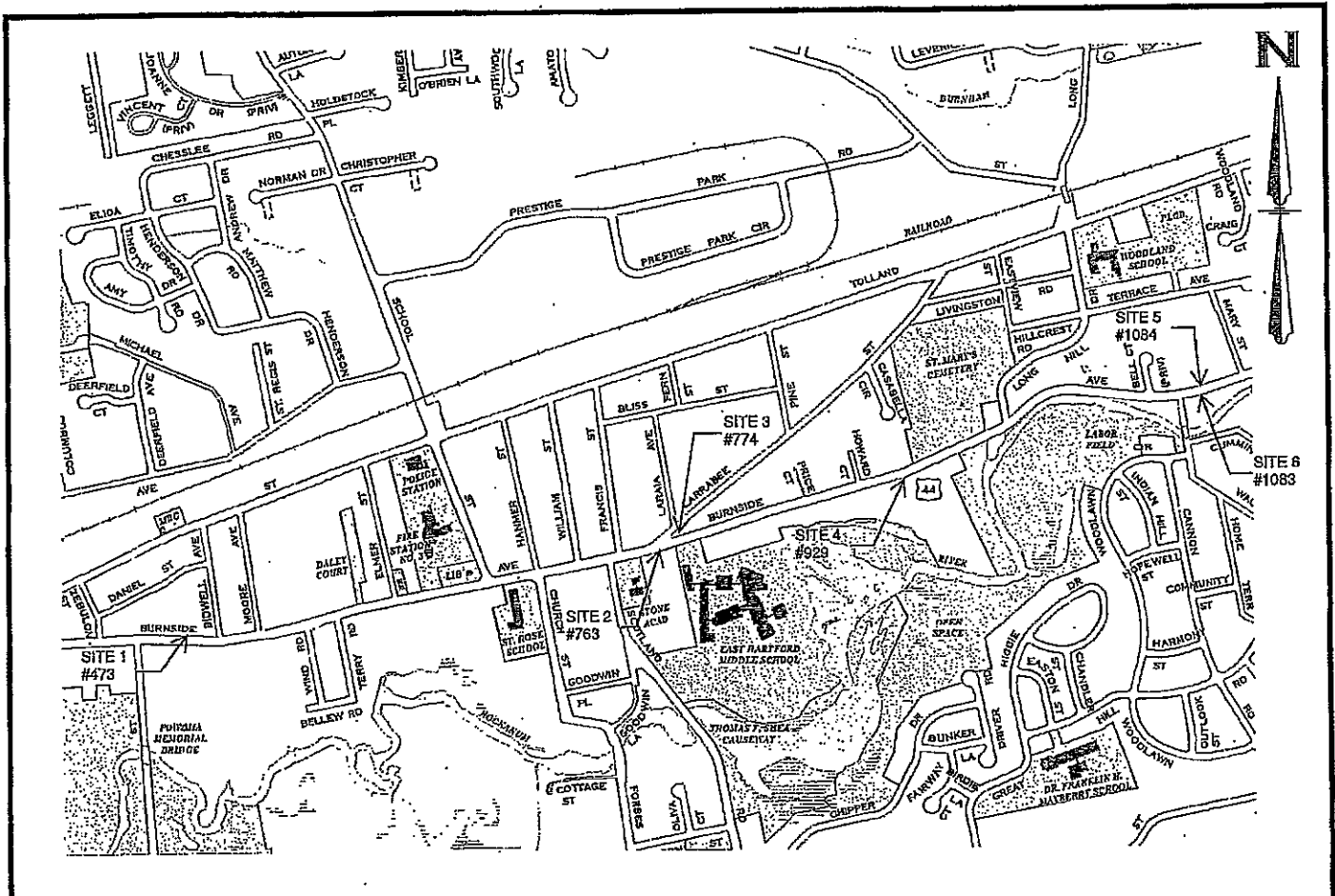
- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
 1. The number of minority and non-minority group members and women employed in each classification on the project;
 2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

BUS SHELTER INSTALLATION

BURNSIDE AVENUE
EAST HARTFORD, CONNECTICUT

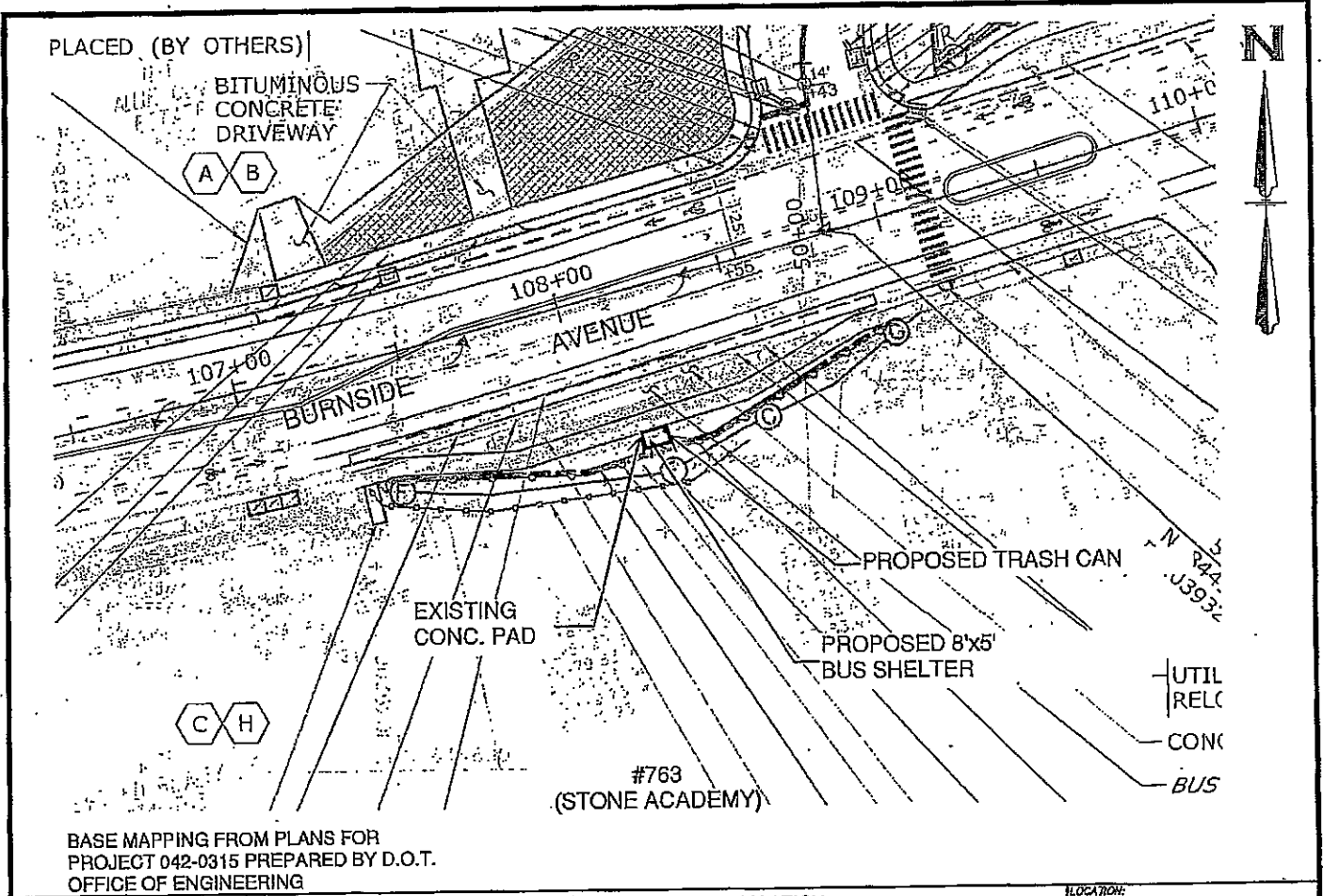


LIST OF DRAWINGS	
SHEET NO.	TITLE
1	COVER SHEET
2	1/2 MILE RADIUS MAP
3	KEY MAP
4-9	SITE PLANS
10-13	DETAILS



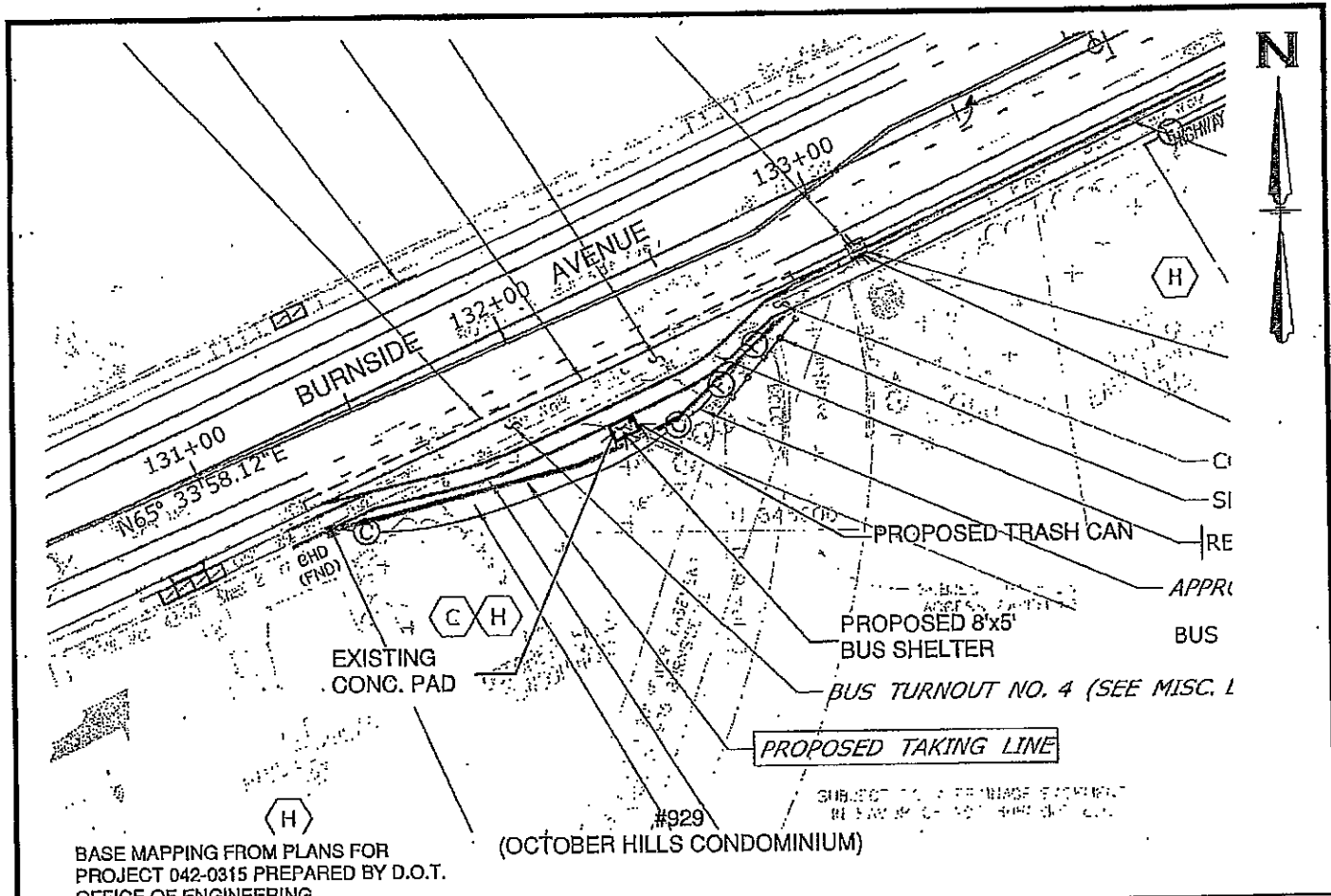
PLANNING & ZONING APPLICATION
 INSTALLATION OF BUS SHELTER AND TRASH CAN
 KEY MAP
 BURNSIDE AVENUE

LOCATION:	
EAST HARTFORD, CONNECTICUT	
DATE: 1/19/16	SHEET:
SCALE: 1"=1200'+/-	3



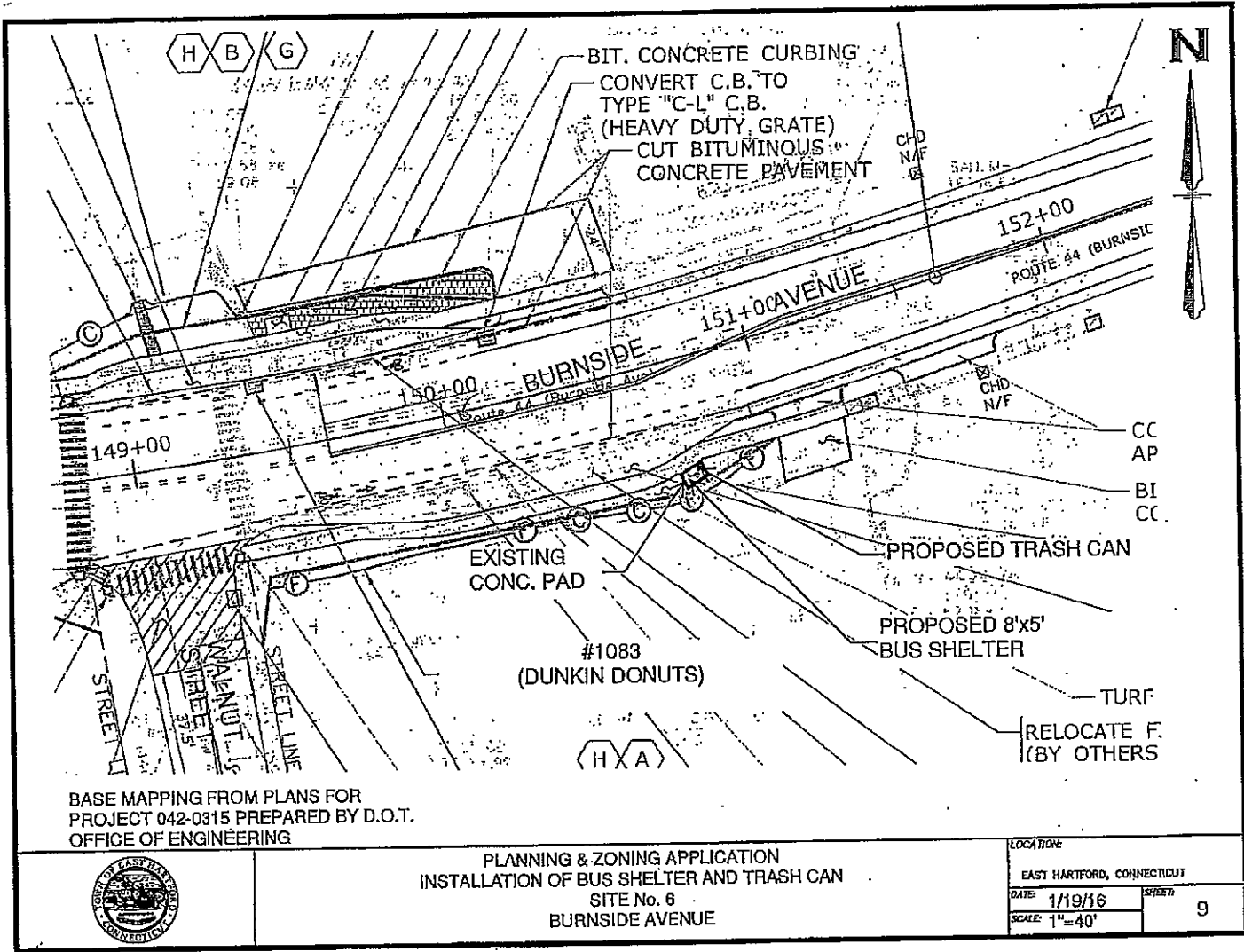
PLANNING & ZONING APPLICATION
 INSTALLATION OF BUS SHELTER AND TRASH CAN
 SITE No. 2
 BURNSIDE AVENUE

LOCATION:	
EAST HARTFORD, CONNECTICUT	
DATE: 1/19/16	SHEET 5
SCALE: 1"=40'	



PLANNING & ZONING APPLICATION
 INSTALLATION OF BUS SHELTER AND TRASH CAN
 SITE No. 4
 BURNSIDE AVENUE

LOCATION:	
EAST HARTFORD, CONNECTICUT	
DATE: 1/19/16	SHEET: 7
SCALE: 1"=40'	



BASE MAPPING FROM PLANS FOR
 PROJECT 042-0315 PREPARED BY D.O.T.
 OFFICE OF ENGINEERING



PLANNING & ZONING APPLICATION
 INSTALLATION OF BUS SHELTER AND TRASH CAN
 SITE No. 6
 BURNSIDE AVENUE

LOCATION	
EAST HARTFORD, CONNECTICUT	
DATE	1/19/16
SCALE	1"=40'
SHEET	9

TOWN COUNCIL OFFICE

DATE: November 15, 2016
TO: All Councillors
FROM: Rich Kehoe, Chair
RE: 2017 Town Council Meetings Schedule

Please note the start time for all regular Town Council meetings is 7:30PM.

January 3	July 11
January 17	August 1
February 7	August 15
February 21	September 5
March 7	September 19
March 21	October 3
April 4	October 17
April 19 (Wednesday – Passover)	October 31
May 2	November 13 (Organizational)
May 16	November 28
June 6	December 12
June 20	

TOWN COUNCIL OFFICE

DATE: November 15, 2016
TO: All Directors
FROM: Rich Kehoe, Chair
RE: 2017-2018 Budget Workshop Schedule

TOWN COUNCIL CHAMBERS

Monday, February 27, 2017

Mayor's Summary of Budget

6:30 p.m.

Police Department

Chief Sansom

Police Administration
Operations
Criminal Investigation
Police Capital Improvements

Public Safety Complex

Chief Sansom

Public Safety Communications

Fire Department

Chief Oates

Administration
Suppression
Fire Training
Fire Marshal
Apparatus Maintenance
Alarm Maintenance
Emergency Medical Service
Emergency Management
Fire Capital Improvements

Wednesday, March 1, 2017

Inspections and Permits

Gregg Grew

Administration

6:30 p.m.

Board of Education

Nathan Quesnel

Superintendent of Schools

7:00 p.m.

Saturday, March 4, 2017

Town Treasurer	Donald Currey	8:30 a.m.
Town Council	Rich Kehoe	
Town Clerk	Robert Pasek	
Registrars of Voters	Mary Mourey & Steve Watkins	
Selectmen		
Probate Court	Scott Chadwick	
Corporation Counsel		

Finance

Administration	Mike Walsh
Accounts and Control	
Information Technology	
Purchasing	
Assessor	
Revenue and Collections	
Employee Benefits	
Risk Management	
Debt Services	
Contingency	
Capital Improvements	
Revenues	

Five Year Capital Improvement Plan

Summary
Project Narratives
 Finance
 Public Library
 Other Departments

Boards and Commissions

Beautification Commission	Patriotic Commission
Inland/ Wetlands/Environment Commission	Board of Assessment Appeals
Personnel Board of Appeals	Human Rights Commission
Historic District Commission	Emergency Medical Commission
Library Commission	Zoning Board of Appeals
Public Building Commission	Fine Arts Commission
Retirement Board	Commission on Aging
Commission on Services for Persons w/Disabilities	
The Hockanum River Commission	Veterans' Affairs Commission
Board of Ethics	

Lunch Break

12:30 p.m.

Executive

Office of the Mayor
Human Resources
Public Library
Youth Services

Marcia Leclerc
Santiago Malave
Cephus Nolen

Development

Administration
Redevelopment Agency
Economic Development Commission
Planning & Zoning Commission
Grants Administration

Eileen Buckheit

Monday, March 6, 2017

Public Works

Administration
Engineering
Highway Services
Waste Services
Fleet Services
Flood Protection
Building Maintenance
Metropolitan District Commission
Public Works Capital Improvements

Tim Bockus

Parks and Recreation

Administration
Maintenance
Other Facilities
Senior Services
Park Special Program
Parks & Recreation Capital Improvements

Ted Fravel

Health and Social Services

Administration
Community Health & Nursing Services
Environmental Control
Social Services
Services for Seniors

Jim Cordier

Tuesday, March 7, 2017

Regular Meeting 7:30 p.m.

Wednesday, March 8, 2017

Public Hearing - Budget 7:00 p.m.

Tuesday, March 14, 2017

Special Meeting - Budget 7:00 p.m.

Robert J. Poock

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD
740 Main Street
East Hartford, Connecticut 06108



2016 NOV 10 A 10:51
(860) 291-7208

TOWN FAX (860) 291-7389
EAST HARTFORD

DATE: November 10, 2016

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: **Tuesday, November 15, 2016 7:00 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, November 15, 2016

7:00 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in executive session to discuss the pending assessment (tax) appeal known as Merchants Founders Lodging, LLC v. Town of East Hartford, Docket No. CV-15-6028893-S, regarding personal property located at 351 Pitkin Street."

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel
Brian Smith, Assessor