

*Rainey J. Boak*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
NOVEMBER 28, 2017

2017 NOV 21 A 9:20

TOWN CLERK  
EAST HARTFORD

**6:30 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, 2017 Executive Session
  - B. November 1, 2017 Regular Meeting
  - C. November 13, 2017 Organizational Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Town Council's Subcommittee Assignments
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Budget Adjustments due to FY 2017-2018 State Budget Adoption:
    1. Supplemental Motor Vehicle Tax Bill
    2. Supplemental Revenue and Expenditures
  - B. Town of East Hartford and the East Hartford Police Officers' Association
    1. Approval of the Collective Bargaining Agreement
    2. Contingency Transfer
  - C. Town of East Hartford and Local 1174, Council 4, AFSCME, AFL-CIO
    1. Approval of the Collective Bargaining Agreement
    2. Contingency Transfer
  - D. Revised PILOT Agreement: East Hartford Housing Authority
  - E. 2017-2018 Local Capital Improvement Program (LoCIP) Projects
  - F. Working Cities Challenge Grant Program
  - G. Public Act 17-55: Temporary Health Structures
  - H. Local Prevention Council Grant (ERASE)
  - I. Recommendation from Real Estate Acquisition & Disposition Committee re:
    1. 99-101 East River Drive
    2. 237 East River Drive

J. Reappointment of Kathleen Stephens as the Tenant Commissioner for the East Hartford Housing Authority

K. Outdoor Amusement Permit Applications:

1. Holiday Fest – 2017
2. Aselton Memorial Snow Dash 5K

L. 2018 Town Council Meeting Dates

M. 2018-2019 Budget Workshops Schedule

N. Refund of Taxes

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

A. Town of East Hartford and the East Hartford Police Officers' Association

B. Town of East Hartford and Local 1174, Council 4, AFSCME, AFL-CIO

C. Clover Marsh vs Vanek, et al

11. OPPORTUNITY FOR RESIDENTS TO SPEAK

A. Other Elected Officials

B. Other Residents

C. Mayor

12. ADJOURNMENT (next meeting: December 12<sup>th</sup>)

*Robert J. Paset*

2017 NOV -6 A 9:03

TOWN COUNCIL MAJORITY OFFICE

NOVEMBER 1, 2017

TOWN CLERK  
EAST HARTFORD

EXECUTIVE SESSION

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

ABSENT Councillor Joseph R. Carlson

ALSO Scott Chadwick, Corporation Counsel  
PRESENT

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:03 p.m.

MOTION By Esther Clarke  
seconded by Linda Russo  
to **go into** Executive Session to discuss the case of personal injury claim  
of Esthurlyn Gaisie, PPA Jerry Gaisie.  
Motion carried 7/0.

MOTION By Esther Clarke  
seconded by Linda Russo  
to **go back to** Regular Session.  
Motion carried 7/0.

ADJOURNMENT

MOTION By Esther Clarke  
seconded by Linda Russo  
to **adjourn** (7:19 p.m.)  
Motion carried 7/0.

Attest *Richard F. Kehoe*  
Richard F. Kehoe  
Town Council Chair

*Robert J. Paack*

EAST HARTFORD TOWN COUNCIL

2017 NOV -6 A 9:03

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

NOVEMBER 1, 2017

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

ABSENT Councillor Joseph R. Carlson

### CALL TO ORDER

Chair Kehoe called the meeting to order at 7:35 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.

The Chair called for a moment of silence to honor the life of Richard "Dick" Torpey, a lifelong resident of East Hartford, who served the town in many different capacities: as a member of the Zoning Board of Appeals, as a teacher in the East Hartford School system for 35 years, and as a Selectman. He will be missed.

### RECOGNITIONS AND AWARDS

#### Councillor Michael Kurker

MOTION By Esther Clarke  
seconded by Linda Russo  
to **adopt** the following resolution:

#### **RESOLUTION HONORING MICHAEL KURKER**

*Whereas Michael "Mike" Kurker is a lifelong East Hartford resident; and*

*Whereas Mike graduated from East Hartford High School in 2008, earning a spot in the Top Twenty, graduating 8<sup>th</sup> in a class of 456 students; and*

*Whereas Mike received his Bachelor of Science degree in Civil Engineering from Syracuse University and his Master of Science degree from the University of Texas at Austin; and*

*Whereas Mike served as an alternate on the Zoning Board of Appeals; and*

*Whereas Mike Kurker was elected to the East Hartford Town Council in November of 2015, being one of the youngest Councillors elected in recent years; and*

*Whereas he served on the Town Council's Personnel & Pensions Subcommittee, Real Estate Acquisition & Disposition Committee and the Budget Committee; and*

*Whereas he also served as the Town Council's liaison to the Board of Education and the Public Building Commission; and*

*Whereas Mike's service on these committees and on the Council has been marked by an enthusiasm emphasized by his desire to help make his community a better place; and*

*Whereas Mike is now leaving the town of East Hartford for a new domicile out of the State of Connecticut.*

**NOW THEREFORE BE IT RESOLVED** that the East Hartford Town Council hereby recognizes the compassion, integrity and enthusiasm of Mike Kurker and wishes him success in his new quest to embrace the life changes that he is choosing to make.

On call of the vote, motion carried 7/0.

Mayor Leclerc presented Councillor Kurker with her own Proclamation and wished him well in the days ahead. She thanked him for his service to the town.

The Councillors each added their personal well-wishes for Councillor Kurker's future endeavors. Godspeed, Mike.

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

Susan Kniep, 50 Olde Roberts Street, (1) wished Mike Kurker good luck; (2) strongly suggested that the MDC post the salaries, pensions and benefits for their employees to their website for greater transparency; (3) asked the Council confirm that the easements requested by SiFi Networks will not negatively impact any East Hartford resident; and (4) believes that the Council should review the membership requirements for the town's Boards and Commissions, especially the Zoning Board of Appeals. Mrs. Kniep stressed the need for the reform of the town's ethics laws.

Anita Morrison, 34 Jonathan Lane, offered Councillor Kurker all the best in his future and thanked him for his accomplishments during his time on the Council.

Mayor Leclerc (1) showed a video of the transformation of the house at 9-11 Moore Avenue – which the town foreclosed on – when Habitat for Humanity re-built the structure on this property; (2) thanked the Councillors who attended the groundbreaking ceremony for the Outlet Shoppes at Rentschler Field on October 26<sup>th</sup> for their support; and (3) the Boo Bash, one of many Parks and Recreation Department's programs – was very successful – nearly 400 were in attendance.

#### APPROVAL OF MINUTES

##### October 17, 2017 Executive Session

MOTION      By Linda Russo  
                  seconded by Marc Weinberg  
                  to **approve** the minutes of the October 17, 2017 Executive Session.  
                  Motion carried 6/0. **Abstain:** Aberasturia

##### October 17, 2017 Regular Meeting

MOTION      By Linda Russo  
                  seconded by Pat Harmon

to **approve** the minutes of the October 17, 2017 Regular Meeting.  
Motion carried 6/0. **Abstain:** Aberasturia

## COMMUNICATIONS AND PETITIONS

### Presentation by the MDC: Integrated Plan/Financial Update

Joseph Laliberte, Civil Engineer with CDM Smith, a Consulting Engineering firm for the MDC, led a PowerPoint presentation for the Council explaining the MDC Integrated Plan for the Clean Water Project, which is required to be updated every 5 years. Robert Constable, Director of Finance for The Metropolitan District, presented the financial impact of the Integrated Plan to MDC customers. The goal of the Integrated Plan is to more efficiently repair and upgrade the older pipes and infrastructure and stretch out the payments to reduce the impact on ratepayers.

Chair Kehoe suggested that the MDC should consider posting employee salaries and pensions/benefits to their website for greater transparency.

## NEW BUSINESS

### SiFi Networks: Public Way License and Smart City Agreements

Mayor Leclerc stated that entering into this agreement with SiFi Networks will make East Hartford the first gigabyte Community in the State of Connecticut. The Mayor then introduced Elliot Ginsberg, President and Chief Executive Officer of Connecticut Center for Advanced Technology, who greatly supports the SiFi Networks project for East Hartford as a strong incentive for new businesses. Elin Katz, Consumer Counsel with the State of Connecticut and Bill Vallee, State Broadband Policy Coordinator, also spoke in favor of this venture.

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

#### **RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE PUBLIC WAY LICENSE AGREEMENT AND SMART CITY AGREEMENT BETWEEN THE TOWN OF EAST HARTFORD AND SIFI NETWORKS**

**WHEREAS**, the Town Council of the Town of East Hartford recently approved an authorizing resolution allowing the Mayor of the Town of East Hartford to sign a Development Agreement with SiFi Networks for the completion of a 100% fiber broadband network; and

**WHEREAS**, in order to allow SiFi Networks access to town right of ways, a Public Way License Agreement between the Town of East Hartford and SiFi Networks needs to be approved; and

**WHEREAS**, in order for SiFi Networks to begin the next step toward their construction goal, the Town of East Hartford also needs to enter into a Smart City Agreement which will allow the Town including the Board of Education to systematically move to the SiFi Network fiber platform with the goal of procuring higher speed, redundancy, and reliability at the same cost.

**THEREFORE BE IT RESOLVED**, that the Mayor of the Town of East Hartford is authorized to enter into a Public Way License Agreement and Smart City Agreement, and related documents with SiFi Networks or their affiliates for the purpose of designing, developing, constructing, and maintaining a fiber to the premise (FTTP) network in East Hartford with such document changes as the Mayor may deem in the best interest of the

Town, provided the cost for connecting the initial demand points shall not exceed \$257,000 and the annual increase shall be as set out in Section 2.4.

The terms, conditions and other details of the agreements have been provided to the Town Council and have been mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions. The agreements shall not become effective, and the Mayor shall not execute such agreements, until after such agreements have been approved pursuant to Section 8-24 of the Connecticut General Statutes by the Planning and Zoning Commission.

On call of the vote, motion carried 7/0.

*A copy of the public way license agreement and smart city agreement follows these minutes.*

Appointments to Various Boards and Commissions

MOTION By Mike Kurker  
seconded by Pat Harmon  
to **approve** the appointment of Stephen Roczynski, 25 Cree Road, as an alternate to the Planning & Zoning Commission; whose term shall expire December 2017.  
Motion carried 7/0.

MOTION By Ram Aberasturia  
seconded by  
to **approve** the following appointments:

- To the Commission on Services for Persons with Disabilities: Vanessa Jenkins, 26 Suffolk Drive; whose term shall expire December 2017
- To the Commission on Culture and Fine Arts: Lisa Gold, 31 High Street, #11205, whose term shall expire December 2019

Motion carried 7/0.

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

- To the Historic District Commission:
  - Josh Quintana, Full Member, 22 Milwood Road; whose term shall expire December 2021
  - Micah London, Alternate, 162 Arbutus Street; whose term shall expire December 2018
  - Gary LeBeau, Alternate, 19 Garvan Street; whose term shall expire December 2018
- To the Commission on Aging: Maria Potvin, 38 Matthew Road; whose term shall expire December 2019.

Motion carried 7/0.

Refund of Taxes

MOTION By Marc Weinberg  
seconded by Linda Russo  
to **refund** taxes in the amount of \$4,886.00  
pursuant to Section 12-129 of the Connecticut General Statutes.  
Motion carried 7/0.

<u>Bill</u>	<u>Name</u>	<u>Prop Loc/Vehicle Info.</u>	<u>Over Paid</u>
2016-03-0051764	ARI FLEET LT OR	2010/NM0KS9AN5AT031906	-182.72
2016-03-0051796	ARI FLEET LT OR	2012/5TFNX4CN1CX014579	-221.02
2016-03-0051802	ARI FLEET LT OR	2011/3N1BC1CP5BL451576	-114.24
2016-03-0069001	AYQUOI MARY	2002/3VWSK69MX2M103662	-5.63
2016-01-0007043	CHASE BANK ATTN: TAX RECOVERY	189 OCONNELL DR	-2074.67
2016-03-0058462	CRUZ ISMAEL	1999/JT2BG22K9X0284391	-52.54
2014-03-0059079	DAVILA LUIS	2012/3VW4A7AT7CM621816	-175.82
2015-03-0061999	FINAN MICHAEL J	2015/1N4AL3APXFN339150	-237.91
2016-03-0063876	GARRITY DAVID	2004/1GNEK13Z44R101082	-95.78
2016-03-0066473	HERRERA-HILARES ERIK B	2013/16VVX1018D3A86833	-8.67
2016-03-0068850	KADAM ASIFBHAI K	2000/1N4DL01AXYC167515	-9.82
2016-03-0069567	KNIGHT CAROLYN M	2000/1FMDU85PXYZC29640	-22.24
2016-03-0073364	MCFINI CATHERINE B	2007/4T1BE46K77U669794	-90.00
2016-03-0074107	MIGHTY CURTIS H	2005/1FMZU73E55UA51727	-21.22
2016-03-0074358	MORALEZ YOLANDA	2011/JHLRE4H49BC022770	-51.26
2016-03-0077659	PATEL LAXMI	2011/4T4BF3EK1BR106473	-39.17
2016-03-0078965	PORSCHE LEASING LTD	2013/WP1AB2A28DLA82069	-939.84
2016-03-0078966	PORSCHE LEASING LTD	2015/WP0AC2A95FS183977	-399.58
2016-03-0080846	RIVERS CHRISTOPHER L	2003/2T1CF28P03C608443	-99.87
2016-03-0086731	TRAN HUY D	2005/1FTSE34L25HB27759	-44.00
		TOTAL	\$ (4,886.00)

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke inquired on the progress of the renovations to the Senior Center. *Mayor Leclerc indicated that there is a possibility that the town will purchase the structure that was Blessed Sacrament Church and relocate the Senior Center to that building.*



Ram Aberasturia explained that he was absent from the October 17, 2017 Town Council meeting because his wife, Erin, had given birth to their 3<sup>rd</sup> child, a son – Colson Roberto – on that date at 7:31 p.m. Mother and child are doing fine. Councillor Aberasturia also expressed his sadness on the passing of Vice Chair Bill Horan – “a great guy who will be truly missed”.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Personal Injury Claim of Esthurlyn Gaisie, PPA Jerry Gaisie

MOTION       By Linda Russo  
                  seconded by Ram Aberasturia  
                  to **accept** Corporation Counsel’s recommendation to fully and  
                  finally settle the personal injury claim brought by Esthurlyn Gaisie,  
                  ppa Jerry Gaisie, for the total sum of \$6,500.00.  
                  Motion carried 7/0.

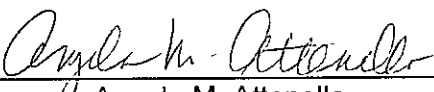
OPPORTUNITY FOR RESIDENTS TO SPEAK

Rafael Zeligzon, 430 Burnside Avenue, was sorry to hear of Councillor Bill Horan’s passing. He addressed the Council on the issues at the convenience store at 442 Burnside Avenue and 262 Tolland Street.

ADJOURNMENT

MOTION       By Mike Kurker  
                  seconded by Esther Clarke  
                  to **adjourn** (10:45 p.m.).  
                  Motion carried 7/0.

The Chair announced that the next regular meeting of the Town Council would be held on November 28<sup>th</sup>.

Attest   
                  Angela M. Attenello  
                  TOWN COUNCIL CLERK

*Walter J. Verrill*

TOWN COUNCIL CHAMBER

2017 NOV 15 A 9:25

EAST HARTFORD, CONNECTICUT

TOWN CLERK  
EAST HARTFORD

NOVEMBER 13, 2017

ORGANIZATIONAL MEETING

PRESENT Richard F. Kehoe, Linda A. Russo, Ram Aberasturia, Esther B. Clarke,  
Marc I. Weinberg, Joseph R. Carlson, Shelby Brown, Patricia Harmon,  
and Caroline Torres

CALL TO ORDER

In accordance with Section 3.2(a) of the Town Charter, Mayor Marcia A. Leclerc called the meeting to order at 7:30p.m. She announced the exit locations in accordance with Connecticut General Statutes § 29-381, after which the Council joined her in the pledge of allegiance.

Mayor Leclerc stated that she was sworn in as Mayor on Monday, November 13<sup>th</sup> at approximately 10AM by the Honorable Scott Chadwick and Robert Pasek, Town Clerk. She then read the following section from the Town Charter which defines this organizational meeting:

**Sec. 3.2 Presiding Officer and Clerk**

- (a) With the Mayor presiding, the Town Council shall meet at seven thirty p.m. on the second Monday in November, 1969 and biennially thereafter, and shall choose one of its members to be Chairperson of said Council to preside at all meetings, but such office shall not deprive such Chairperson the right to vote on any question.
- (b) The Chairperson shall also be the Deputy Mayor and shall exercise the powers and duties of the Office of Mayor in the event of the absence, death, disability or resignation of the Mayor. The fact of disability of the Mayor shall be determined by an affirmative vote of eight of the members of the Council and shall continue for such time until a majority of the Council members determine that such disability no longer exists. If the Deputy Mayor shall assume the powers and duties of the Mayor until the next biennial election, the Deputy shall resign from the Council, and the Council shall fill the vacancy for the remainder of the Council's term. During all other periods when the Deputy Mayor exercises the powers and duties of Mayor, he or she shall retain his or her vote as a Councillor.
- (c) Upon selection of a Chairperson, the Town Council shall elect one of its members to the office of Vice Chairperson who shall assume the Chairperson's duties in his or her absence including powers and duties of Deputy Mayor.
- (d) At such meeting, and biennially thereafter, the Council shall also select a Clerk of the Council who shall receive and transmit communications for the Council and shall keep the records of its meetings and transactions in accord with the provisions of this Charter, the Ordinances, and Rules of the Council and perform such other services for the Council as may by resolution be prescribed.

Mr. Pasek then administered the Oath of Office to the following elected officials:

TOWN COUNCIL

Ram Aberasturia  
Shelby Brown  
Joseph Carlson  
Esther B. Clarke  
Patricia Harmon  
Richard F. Kehoe  
Linda Russo  
Caroline Torres  
Marc I. Weinberg

BOARD OF EDUCATION

Harrison Amadasun, Jr.  
Bryan R. Hall  
Tyron Harris  
Thomas A. Rup  
Valerie Scheer

SELECTMEN

Robert Falkevitz  
Todney Harris  
Rob Rosa – absent

CONSTABLES

Charles Clarke  
Lydia Gonzalez  
Patricia Perron  
Joshua Quintana  
Susan Tukey  
Melodie Wilson  
Tia Woods – sworn in earlier in the day

TOWN TREASURER

Donald Currey

As a point of personal privilege, Mayor Leclerc thanked all those involved in the town's recent election process for their hard work and commitment to East Hartford.

NOMINATION OF COUNCIL CHAIR/DEPUTY MAYOR

MOTION

By Linda Russo  
seconded by Ram Aberasturia  
to **nominate** Richard F. Kehoe as Chair of the Town Council  
Motion carried 9/0.

NOMINATION FOR VICE CHAIR

MOTION By Ram Aberasturia  
seconded by Marc Weinberg  
to **nominate** Linda A. Russo as Vice Chair of the Town Council.  
Motion carried 9/0.

NOMINATION OF COUNCIL CLERK

MOTION By Marc Weinberg  
seconded by Esther Clarke  
to **appoint** Angela Attenello as Council Clerk.  
Motion carried 9/0.

RESOLUTION RELATING TO TIME, PLACE AND PROCEDURE FOR REGULARLY SCHEDULED AND SPECIAL COUNCIL MEETINGS

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

**Whereas**, Section 3.3(a) of the Town Charter of the Town of East Hartford requires that a resolution be adopted at this meeting governing the time and place of regularly scheduled meetings, and provide for the calling of Special Meetings.

**NOW, THEREFORE, BE IT RESOLVED:**

That the East Hartford Town Council meets regularly on the first and third Tuesdays of each month at 7:30 p.m., and at such other times as the Council shall designate, in the Council Chamber in the Town Hall of the said Town of East Hartford and at such other places as the Council shall designate.

Also, according to Section 3.3(a) of the Town Charter, that the Chair shall have the power to call a Special Meeting of the Council at any time and shall call such meeting whenever requested by one-third or more of the Councillors.

**BE IT FURTHER RESOLVED:**

That Robert's Rules of Order shall govern parliamentary procedure at all Town Council meetings, with the exception that (1) the Chair shall not be required to restate the motion of any Council member unless requested by another Councillor, or when in the discretion of the Chair, such restatement is necessary to avoid any confusion as to the motion; and (2) where such rules are in conflict with the provisions of the State Statutes, the Town Charter, or Town Ordinances.

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


SELECTION OF MAJORITY AND MINORITY LEADERS

Chair Kehoe announced that Ram Aberasturia will serve as the Majority Leader and Esther Clarke will serve as the Minority Leader.

Chair Kehoe announced that the next regular Town Council meeting will be November 28<sup>th</sup>.

ADJOURNMENT

MOTION      By Esther Clarke  
                  seconded by Linda Russo  
                  to **adjourn** (7:55 p.m.)  
                  Motion carried 9/0.

Attest   
                  Angela M. Attenello  
                  TOWN COUNCIL CLERK

**COMMITTEE ASSIGNMENTS**

2015-2017 (11-15-17)

**Economic Development**

Ram Aberasturia  
Pat Harmon

**Education, Board of (Liaison)**

Rich Kehoe  
Caroline Torres

**EMS**

Linda Russo  
Pat Harmon

**Fees Committee**

Marc Weinberg, Chair  
Ram Aberasturia  
Pat Harmon

**Housing Authority (Liaison)**

Joe Carlson  
Esther Clarke

**Investigation & Audit Com.**

Chair  
Ram Aberasturia  
Esther Clarke

**M.D.C. (Liaison)**

**Ordinance Committee**

Rich Kehoe, Chair  
Esther Clarke

**Personnel & Pensions**

Marc Weinberg, Chair  
Joe Carlson  
Caroline Torres

**Public Building Commission**

Rich Kehoe  
Caroline Torres

**Real Estate Acq. & Disp. Com.**

Linda Russo, Chair  
Joe Carlson  
Caroline Torres

**Pension & Retiree Benefit Board**

Joe Carlson

**Riverfront Recapture (Liaison)**

Marc Weinberg

**Tax Policy Committee**

Chair  
Marc Weinberg  
Pat Harmon

**Town Owned Property Other Than RE**

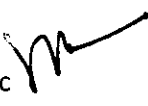
Marc Weinberg, Temp Chair  
Rich Kehoe  
Pat Harmon

**Budget Committee**

Ram Aberasturia, Temp Chair  
Joe Carlson  
Caroline Torres



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 16, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Supplemental Tax Bill Motions & Budget Resolution

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Attached is a resolution necessary to realign the Town's budget in light of the recently approved State budget. The Town's FY18 budget was adopted using the Governor's February, 2017 estimates of aid to municipalities. At that time, State law prohibited the Town from issuing a motor vehicle tax bill greater than 32 mills. The recently adopted budget has since tied state aid to a 39 mill rate. The attached resolution supplements the 7 mills on motor vehicles, and seeks to make changes to the Town's Adopted Revenue Budget to align with current aid levels from the State.

Please place this resolution on the Town Council agenda for the November 28, 2017 meeting.

Thank you.


C: M. Walsh, Finance Director



## MEMORANDUM

**DATE:** November 15, 2017

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance 

**TELEPHONE:** (860) 291-7246

**RE:** **Supplemental Tax Bill Motions and Supplemental Budget Resolution**

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By way of this memo, attached please find two Supplemental Tax Bill motions that when taken together effectuate a 7 mill supplemental motor vehicle tax bill based on the October 1, 2016 Grand List.

If you recall, back in March, 2017 when the town motor vehicle tax bills were issued, State law in place at the time prohibited us from issuing a motor vehicle tax bill greater than 32 mills. However, in the recent State budget approved in later October, that cap was raised to 39. Because State aid to municipalities in the form of a Motor Vehicle Mill Rate Grant is tied to the 39 mill rate rather than the 32 mill rate we billed, in order to make up for the loss of revenue previously provided by the State, we need to supplementally bill the 7 mills on motor vehicles as detailed on the October 1, 2016 Grand list.

Accordingly, the two motions that accomplish that are attached for the Council to approve at their November 28, 2017 meeting. Additionally, I have provided a Supplemental Budget resolution that seeks to realign the FY 18 Town Revenue Budget to better match the State approved budget including aid to municipalities.

As you know, the Town's FY 18 Revenue Budget was adopted using the Governor's initial February, 2017 estimates of aid to municipalities. Recently, the Legislature eliminated or reconstituted many types of aid to municipalities so the resolution seeks to make changes to the Town's Adopted Revenue Budget so moving forward, we can more meaningfully record, track, and report aid coming from the State.

I would respectfully request that you forward these two items and related information on to the Town Council for action at their November 28, 2017 meeting. Should you have any questions or problems, please feel free to let me know. Thank you.



MOTION

By  
seconded by

that the taxes raised by a 7 mill supplemental motor vehicle tax billing based on the October 1, 2016 Grand List will be due and payable as follows: in full on January 1, 2018, or when the property tax due is in an amount less than \$5.00, such tax shall be waived pursuant to C.G.S. Section 12-144c.

Motion carried

MOTION

By  
seconded by

to **adopt** the following supplemental receipts for the 2017-2018 uniform fiscal year in accordance with Section 6.4(b) of the Town Charter as follows:

**Grand List as of October 1, 2016 for:**

Motor Vehicles \$ 272,547,200

Tax Collection Rate 97.34

**Mill Rate Setting Generating Taxes of:**

Motor Vehicles @ 7.00 \$ 1,857,093

Motion carried

**RESOLUTION CONCERNING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FISCAL YEAR ENDING JUNE 30, 2018 TO BETTER ALIGN THE TOWN'S BUDGET REVENUES TO MATCH THE STATE'S ADOPTED BUDGET AND AID TO MUNICIPALITIES**

**WHEREAS**, in March of 2017, the Town of East Hartford adopted a revenue budget for the fiscal 18 year using State revenue estimates to municipalities based on the Governor's Recommended State Budget; and

**WHEREAS**, in November of 2017, the Governor's Recommended State Budget was subsequently amended extensively by the Legislature including types and amounts of aid to municipalities, and

**WHEREAS**, in order for the Town to more capably record, track, and report budgetary estimates of revenue, the following adjustments to the revenue budget of the Town of East Hartford for the period ending June 30, 2018 are hereby made.

**NOW THEREFORE BE IT RESOLVED**, that the East Hartford Town Council does hereby approve this Supplemental Budget Appropriation of funds to reflect the addition of the attached Supplemental Revenue Appropriation in order to realign the Town's Revenue Budget to more closely match the State Legislature's Adopted budget including aid to municipalities.

	<u>Inc. (Dec.)</u>
G0350-42541 MV Mill Rate Grant	(2,051,881)
G0350-42542 Municipal Revenue Sharing	(7,036,894)
G0350-42526 Municipal Project Grants	4,447,536
G0350-42531 PILOT - State	(1,129,094)
G0350-42533 Urban Stabilization Grant (NEW)	1,281,122
G0990-52202 Unrealized Additional State Revenue	(1,600,000)
G0990-42508 Equalized Cost Sharing	3,305,027
G0370-40067 Current Year Tax Levy	1,857,093
G0320-51760 Misc. Revenue	927,091

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on November 28, 2017.

\_\_\_\_\_  
Angela Attenello, Clerk of the Town Council

Funds certified as unobligated and available.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Marcia A. Leclerc, Mayor

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Michael P. Walsh, Director of Finance

The Town of East Hartford  
 Analysis of State Municipal Aid and the Alliance Grant  
 For the Period June 30, 2018

Description	A		B	B - A		Comments
	Actual	Town	Legislature	Town Adopted FY 18	Legislature	
	Receipts FY 17 Municipal Aid Amounts	Adopted FY 18 Municipal Aid Amounts	25-Oct-17 FY 18 Municipal Aid Amounts	vs. Legis. 10/25/17 FY 18 Inc. (Dec)	25-Oct-17 FY 19 Municipal Aid Amounts	
ECS (baseline - comes to Town)	41,656,477	38,405,790	41,710,817	3,305,027	✓ 42,473,580	Foundation grant to the Town
Adult Education	208,572	217,830	217,830	-	217,830	Direct grant to the BOE
Special Education	-	-	-	-	-	
MVMR Grant	2,603,089	3,927,886	1,876,005	(2,051,881)	✓ 1,876,005	Motor Vehicle Mill Rate to 39 from 32
M M and E PILOT	-	-	-	-	-	Currently Grants for Municipal Projects
MRSA - Sales Tax Sharing	1,479,861	7,036,894	-	(7,036,894)	✓	Sales Tax Sharing SB 1
Municipal Assistance Grant	-	-	-	-	-	New for 9/8/2017
Grants for Municipal Projects	4,447,536	-	4,447,536	4,447,536	✓ 4,447,536	M M and E PILOT; then MRSA, now a bond
PILOT State Property	781,070	554,538	69,451	(485,087)	✓ 69,451	UCONN Stadium
PILOT Hospitals and Colleges	-	654,835	225,825	(429,010)	✓ 1,102,257	Less: \$261,250 Brownfield/Goodwin Magnets
Additional PILOT (SB 1)	-	214,997	-	(214,997)		Higher reimbursment percentages - SB 1
Education Transportation	-	-	-	-	-	Partial reimbursement for bus transportation
LOCIP	521,118	818,900	818,900	-	521,118	Capital improvement funded by the State
Urban Stabilization Grant	-	-	1,281,122	1,281,122	✓ 200,959	New Grant
Pequot Funds	294,020	291,227	291,227	-	156,898	Casino Revenue sharing
Town Aid Road	584,370	584,370	584,370	-	584,370	Dedicated to road repairs and materials
<b>Total General Fund State Municipal Aid</b>	<b>52,576,113</b>	<b>52,707,267</b>	<b>51,523,083</b>	<b>(1,184,184)</b>	<b>51,650,004</b>	
Alliance Grant (it is paid directly to the BOE)	7,364,339	7,364,339	7,364,339	-	7,364,339	Direct Grant to the BOE
TRS Payment	-	-	-	-	-	None in FY 18
<b>Total General Fund State Municipal Aid and Alliance Grant</b>	<b>59,940,452</b>	<b>60,071,606</b>	<b>58,887,422</b>	<b>(1,184,184)</b>	<b>59,014,343</b>	
Additional State aid recorded by the Town Council	-	1,600,000	-	(1,600,000)	✓ -	
<b>Aid Shortfall</b>	<b>59,940,452</b>	<b>61,671,606</b>	<b>58,887,422</b>	<b>(2,784,184)</b>	<b>59,014,343</b>	

11/15/2017

**TOWN OF EAST HARTFORD**

**Mill Rate Calculation**

**For the Period July 1, 2017 through June 30, 2018**

Collection Rate as per FY 2016 Audit 97.34%

Adjusted Taxes 124,388,000

Collected as per audit 121,080,000

**Levy on Which to Base Mill Rate**

Net Grand List less all adjustments

272,547,200

X collection rate

97.34%

Grand List Base

265,299,024

**Mill rate**

7.00

**Summary**

Revenue raised on Real Estate and PP

-

Reduced by: Local Option estimate

-

Reduced by: Veteran's Exemption estimate

-

Reduced by: Pratt Leased Engine settlement

-

Revenue raised on MV

1,857,093

Subtotal Revenue raised by the mill rate

1,857,093

**Value of one mill**

Total Budget


Less Revenue raised from taxation

Revenue raised from other receipts

MV



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 1, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: TENTATIVE AGREEMENT: Between the Town of East Hartford and the East Hartford Police Officer's Association

---

On October 13, 2017 the Town of East Hartford (the "Town") and the East Hartford Police Officers' Association (hereinafter the "Police Union") (collectively herein "the Parties") entered into a tentative agreement for a new collective bargaining agreement effective July 1, 2017 through June 30, 2020. The tentative agreement was ratified by the bargaining unit members on October 26, 2017.

The successor June 1, 2017 through June 30, 2020 contract between the Parties was achieved through a State Board of Mediation and Arbitration mediator. The duration of the agreement is for three years. Below is a summary listing of the financial items that were negotiated:

Article XVII - Other Post Employee Benefits (OPEB):

Employees hired prior to July 1, 2014 will contribute \$700 annually through weekly pre-tax payroll deductions to OPEB effective 7/1/2019.

Article XVII - Medical:

Active employee's premium share will continue at 16% FIER. Premium share reduces to 14% allocated rates on July 1, 2019 when the OPEB contribution begins.

Current employees who retire will be offered an updated PPO with higher co-pays for services, including prescriptions. New hires will be offered a High Deductible Health Plan upon retirement.

Article XI - Sick Leave Payout:

Reduced the sick leave payout maximum to 15 weeks for new hires

Article XVIII - Longevity:

Employees hired after July 1, 2018 are not eligible for longevity payments.

Appendix B and C -Wages:

- July 1, 2017 – June 30, 2018 2%
- July 1, 2018 – June 30, 2019 2%
- July 1, 2019 – June 30, 2020 1%

In addition to the above financial items the successor agreement also contains operational changes that were negotiated to enhance recruitment and retention; promote upward mobility, training and educational advancement; improve efficiencies in operations; and promote uniformity for the members. Below is a summary listing of these negotiated items:

- Article IX – Work Assignment – Revise extra duty pay
- Article X - Field Training Officers (FTO) – Pay adjustment for training new recruits.
- Article XXIV - Educational Incentive Yearly Payment – Incentive pay for members with Associates Degree, Bachelors’ Degree, Masters’ Degree
- Appendix F – Supervisor Staffing – Pay adjustment for Senior Sergeant working regular assignment or overtime in the absence of a Lieutenant.
- Article XVII and Appendix I - Health Insurance Opt-out Payments – Increase payment for single, single plus one, and family members.
- Appendix C - Detective Base Salary Increase – New salary schedule for Detectives.
- Article XIX – Clothing Allowance – Increase clothing allowance for members.

Attached to this memorandum is a letter from the Town’s Director of Finance, Mike Walsh, with a financial analysis of the three-year settlement agreement. Also attached for your review are a copy of the tentative agreement between the Town of East Hartford and the Police Union; and a draft copy of the Successor Collective Bargaining Agreement between the Parties, highlighting all of the new language changes.

Since this matter involves a need to fund the successor collective bargaining, the Police Chief, and the Town’s Finance and Human Resources Directors will be present at the November 28, 2017 Council meeting should there be any questions or concerns, or a need to go into executive session.

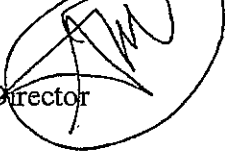
The tentative agreement needs to be submitted to the Council within fourteen days from the date the union members ratified the agreement, October 26, 2017. In accordance to Section 7-474 (b) of the General Statutes of the State of Connecticut “such request shall be considered approved if the legislative 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.”

C: M. Walsh, Finance Director  
S. Sansom, Police Chief  
S. Malave, Human Resources Director

# OFFICE OF HUMAN RESOURCES

October 27, 2017

To : Marcia A. Leclerc, Mayor

From : Santiago Malave, Human Resources Director 

Re : Tentative Agreement – Town of East Hartford and the East Hartford Police Officer's Association

On October 13, 2017 the Town of East Hartford (the "Town") and the East Hartford Police Officers' Association (hereinafter the "Police Union") (collectively herein "the Parties") entered into a tentative agreement for a successor collective bargaining agreement effective July 1, 2017 through June 30, 2020. The tentative agreement was ratified by the bargaining unit members on October 26, 2017.

Accordingly, attached for transmittal to the Town Council is a memorandum from Mike Walsh, Director of Finance, with the financial analysis of the three year tentative agreement. Also, attached for your review and transmittal to the Town Council are a copy of the tentative agreement and a draft of the successor collective bargaining agreement highlighting in detail the new contract changes.

Since this matter involves a need to fund the successor collective bargaining agreement the Police Chief and the Town's Finance and Human Resources Directors will be present at the Town Council meeting scheduled for Tuesday, November 28, 2017 should there be any questions or concerns, or a need to go into executive session.

The attached tentative agreement needs to be submitted to the Town Council within fourteen days from the date the Union ratified the agreement. In accordance to Section 7-474 (b) 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 Town Council and added to the agenda of the November 28, 2017, Town Council meeting.

Cc: Michael Walsh, Finance Director  
Scott M. Sansom, Police Chief

**TOWN & EHPOA – Off-the-Record TA subject to approval by both bargaining unit members & Town Council**

<b>Article/Issue</b>	<b>Change</b>
Article II – Duration	3 years - 7/1/17-6/30/20
Article VIII – Pager Policy	change “Pager” to “Personnel Communication Device”
Article IX – Work Assignments – Extra Duty	Revise to 1 <sup>st</sup> step Sergeant’s rate
Article X – FTO	1.5 hours of OT or comp @ OT rate officer’s choice
Article XI – Sick leave payout	Reduce sick leave payout max to 15 weeks for employees hired on or after 1/1/18
Article XVII & Appendix I – Opt-Out payments	Increase to \$1700/\$1950/\$2200 annually
Article XVIII – Premium Share	7/1/17 – 16% of FIER; 7/1/18 16% of FIER; 7/1/19 14% allocated rates. 50% seed all 3 years
Article XVII – OPEB	Employees hired prior to 7/1/14 will contribute \$700 annually, pre-tax, to OPEB effective 7/1/19
Article XVII – Retiree Medical	Add language-changes to retiree medical plan cannot be negotiated until June 30, 2025. Add Appendix H-1 – revised retiree PPO for all current employees.
Article XVII – Retiree Medical	Add language - new hires will be offered a HDHP upon retirement
Article XVIII – Longevity	Employees hired after 7/1/18 are not eligible for longevity payments
Article XIX – Clothing Allowance	Increase Section 1(a) and 3(a) to \$450; Increase Section 1(b) and 3(b) to \$400
Article XXII – Education Incentives	Associates \$250; Bachelors \$500; Masters \$750
Article XXIV – Administrative Leave	Members placed on administrative leave during an investigation of deadly force shall receive 5 hours of overtime per week of said leave if ultimately exonerated of excessive force.
Appendix B & C – Wages	GW1 – 7/1/17 2%; 7/1/18 2%; 7/1/19 1%
Appendix C – Detective Base Salary increase	6/30/17: Step 1 \$71,267, Step 2 \$73,220, Step 3 \$75,326 w/o retro, before GW1
Appendix F – Supervisor Staffing	If no lieutenant is working a patrol shift, the senior Sergeant, whether working their regular assignment or overtime, will receive top step Lieutenant’s pay for that shift.
Appendix H – PPO for active veterans	Update to reflect ACA changes to plan
ADD Appendix H-1	Revised PPO for new retirees
Update title - throughout CBA	change “Commander” to “Deputy Chief”



~~EXTENSION~~ AGREEMENT BETWEEN

THE TOWN OF EAST HARTFORD

&

THE EAST HARTFORD POLICE OFFICERS' ASSOCIATION

JULY 1, 20167 – JUNE 30, 201720

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AGREEMENT

Between

THE TOWN OF EAST HARTFORD

and

THE EAST HARTFORD POLICE OFFICERS' ASSOCIATION

PREAMBLE

The following contract by and between respectively, the Town of East Hartford, Connecticut hereinafter referred to as the "Town" and the Town of East Hartford Police Officers' Association hereinafter referred to as the "Union," is designated to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I  
Recognition

SECTION 1

The Town recognizes the Union as the sole and exclusive bargaining agent for the full-time permanent investigatory and uniformed members of the Police Department with the authority to exercise police powers exclusive of the Chief, Deputy Chief and the Division ~~Commanders~~ Deputy Chiefs.

SECTION 2

The word "employee" as used in this Agreement shall mean all members of the East Hartford Police Department who are included in the bargaining unit represented by the Union.

ARTICLE II  
Duration

This contract shall be effective as of the first day of July 201~~27~~ and shall extend through June 30, ~~2017~~ 2020. All provisions, terms of employment, and fringe benefits shall become effective upon signing with the only exceptions being provisions, terms of employment, or fringe benefits specifically identified as retroactive. Either party wishing to terminate, amend or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) days and no less than one hundred twenty (120) days prior to such expiration date. Within five (5) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendments, modifications or terminations.

ARTICLE III  
Union Membership and Dues Deductions

SECTION 1

As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect. Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing or shall be assessed a "Union Service Fee." Each new employee, as a condition of employment, shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.

SECTION 2

The Town agrees to deduct weekly Union dues or Union Service Fee 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. The sum that represents such weekly Union dues or Union Service 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 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. The form of the assignment for giving effect to this Article is attached hereto as Appendix A and made part of this Agreement.

SECTION 3

Deductions provided for in Section 2 shall be remitted to the duly authorized financial officer of the Union not later than one (1) week following the end of each month in which the deduction is made. The Town will simultaneously furnish the duly authorized financial officer of the Union, each month, a statement of deductions of the employees from whose earnings deductions have been made.

SECTION 4

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 check-off and union security 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 all costs thereof shall be charged to the Union.

ARTICLE IV  
Hours of Work

**SECTION 1**

The regular work week for all employees in the bargaining unit shall average thirty-eight (38) hours per week and the work schedule for all members of the bargaining unit except as stated in Article IV, Section 6, shall be, over an eight (8) week cycle, as follows:

a) Patrol Division Sergeants and Officers, Quality of Life Unit Officers, and Traffic Unit Officers:

Four (4) consecutive days on -- three (3) consecutive days off, except during rotation periods of assigned days off.

b) Patrol Division Lieutenants, Quality of Life Unit Supervisors, and Traffic Unit Supervisors:

Four (4) days on -- three (3) consecutive days off; although the employee may vary the days with the prior consent of the Department. By mutual agreement, the days of work need not be consecutive.

**SECTION 2**

a) Patrol Division

1. The length of each shift shall be 9.5 hours.
2. The work hours of the Patrol Division shall be:

"A" Shift  
22:30 - 08:00 hours

"B" Shift  
06:30 - 16:00 hours

"C" Shift  
15:00 - 00:30

3. These hours may vary by thirty (30) minutes.
4. The Chief of Police shall have the right to change these hours whenever there is a definite and demonstrated need for such change.
5. The bidding of shift assignment shall be conducted in accordance with Appendix G of this Agreement.

b) Quality of Life Unit and Traffic Unit

1. The length of each shift shall be 9.5 hours.
2. The shift hours and days of work for personnel assigned to the Quality of Life Unit and the Traffic Unit shall be as established by the Department, consistent with their assigned duties and responsibilities.

### **SECTION 3**

A workweek shall consist of seven (7) consecutive calendar days. The workweek shall commence with the start of the Sunday "A" shift and end one week later upon the completion of the Saturday "C" shift.

### **SECTION 4**

The work schedule shall provide that car and foot patrols be equitably distributed among all Police Officers in accordance with the duty roster, with the exception of probationary employees.

### **SECTION 5**

Each employee shall be granted a thirty (30) minute lunch period as near as practicable to normal eating hours.

### **SECTION 6**

Nothing in this Article shall prevent the right of the Chief of Police to designate a work schedule different than that stated elsewhere in this Article for positions other than the Patrol Division, Quality of Life Unit, and the Traffic Unit.

It is understood, however, that the average workweek as scheduled shall not exceed that reflected in the applicable schedule of this Agreement.

### **SECTION 7**

Fall-in time shall be at the starting time of the employee's assigned shift.

With the exception of the need to extend a tour of duty to permit a member to properly conclude an investigation, arrangements shall be made that will permit members to report off-duty not later than the terminal hour of their particular shift.

### **SECTION 8**

Whenever any employee is temporarily required by the Department to work in a higher classification than his/her regular classification (i.e., Acting Lieutenant or Acting Sergeant) for more than fourteen (14) calendar days, he/she shall receive the lowest step in the higher classification that will produce an increase for each day of such service retroactive to the first day.

### **SECTION 9**

- a) During any week in which personnel assigned to the Patrol Division, Quality of Life Unit, or Traffic Unit are assigned at least five (5) days of training, the work schedule for the week will be five (5) days on – two (2) days off.
- b) Time spent in in-service training or instruction shall be considered compensable hours worked for the purpose of computing overtime as required by the Fair Labor Standards Act. An employee who is required to attend in-service training or instruction that results in his/her working hours in addition to those in the regular workweek shall be paid time and one-half for such additional hours.
- c) Employees shall not be required to attend in-service training or instruction while on vacation; however, employees shall have the option, when requested, to attend in-service training while on vacation and shall be paid in accordance with (b) above.
- d) The Chief or his designee shall have the right to schedule training time different from the employee's regularly scheduled hours and days of work. The employee shall be compensated for the time spent in training in accordance with (b) above.
- e) The Chief of Police may adjust the schedule of individual employees for training, and employees shall receive reasonable notice if training results in a change of schedule. However, the adjustment shall be limited to a maximum of eighty (80) hours per fiscal year, but this limitation shall not apply to the CREST and Canine Units as currently constituted. The parties agree to negotiate the training requirements of any new Specialized Units. Any final ruling by the SBLR or appellate decision of that ruling concerning CREST shall supercede this provision.

**SECTION 10**

“On-call status” shall mean an employee must remain fit for duty and available for re-call by the Department. The Department may place in “on-call status” on a rotating, equal distribution basis, one supervisor, two investigators, one person assigned to juvenile and one ESU person in the Investigative Services Bureau. Such employees may remain “on-call” for up to seven (7) consecutive days, to be followed by at least seven (7) consecutive days without being “on-call.” Employees shall be compensated three (3) hours compensatory time for each week (or any portion thereof) in “on-call status.”

**ARTICLE V**  
**Overtime**

**SECTION 1**

All overtime shall be paid at time and one-half rate, except that overtime shall be paid at the double time rate when it is performed on a contractual holiday other than the employee's birthday. Overtime shall be paid for all hours in excess of the employee's assigned tour of duty. Overtime shall be paid at double time rate when it is performed on the following holidays:



New Year's Day (January 1)  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day (July 4)  
Labor Day  
Columbus Day (October 12)  
Veterans Day  
Thanksgiving Day  
Christmas Day (December 25)

- a) Overtime shall be paid for each quarter hour or major portion thereof in excess of the employee's assigned tour of duty. If an employee's tour of duty is extended by one-quarter hour or major portion thereof, overtime shall be computed from the final hour of the regular tour of duty and figured to the nearest quarter hour.
- b) For the purpose of computing overtime, the regular hourly rate shall be determined by dividing the employee's annual salary by the total number of hours in a full work year.

## **SECTION 2**

- a) Employees who work on their day(s) off, required or voluntary, shall be paid at a minimum of five (5) hours at the time and one-half rate or actual time worked, whichever is greater, except as otherwise provided in this Agreement. For the purpose of this Section, a day off shall be an entire twenty-four (24) hour period during which the employee is not assigned for a tour of duty. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of five (5) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a two (2) hour minimum.
- b) This provision shall not apply to, or include, Shift "A" personnel reporting for duty on the night subsequent to their scheduled days off, nor shall it apply to personnel on the "C" shifts who may be required to work beyond their respective terminal hour and into their regular day off when such overtime is necessary for the completion of an investigation that originated prior to midnight and was unanticipated by the Department.

## **SECTION 3**

Employees who may be required to return to duty to perform overtime duties on a regularly scheduled day shall be paid not less than four (4) hours at time and one-half rate. For the purpose of this provision, a regularly scheduled day shall be an entire twenty-four (24) hour period, commencing at midnight, during which the employee is assigned for a regular tour of duty. This provision shall include personnel on the "A" shift. Employees who are called in early for their assigned shift shall be paid for the time actually worked in excess of their assigned number of hours. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a minimum of two (2) hours of compensation.

## **SECTION 4**

Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

## **SECTION 5**

Exceptions: The above shall not apply in the assignment of work to outside firm(s) whether paid by the Town or the outside firm(s).

## **SECTION 6**

All overtime assignments in a uniformed position, with the exception of overtime that results from extending a tour of duty to properly complete an assignment, shall be assigned among regular and probationary employees as equally as possible and on a voluntary basis. Provided, however, that when such overtime assignments are refused by all off-duty members, the Chief shall have the right to order members to fill such assignments. All uniformed non-patrol overtime shall be distributed under a single "Uniform Overtime Book" except units requiring specialized skill or training including the overtime necessary for such persons to continue an investigation.

- a) Whenever a scheduled staffing level in the Patrol Division falls below the minimum staffing level, replacement personnel shall be hired. Said vacancies shall be filled, when possible, by an employee of the same rank as the absentee. In the Patrol Division, whenever an overtime assignment occurs due to the absence of a regular employee, and the department elects to fill that vacancy by overtime hiring, that vacancy shall be filled on a voluntary basis by the next available employee, by rotation.
- b) Detectives shall not be assigned to uniform patrol, but may work extra duty assignments or special events. There is no minimum manning for Detectives on any given shift or day. Detectives shall continue to be eligible for overtime in the Detective Division as stated in Section 9.
- c) The Department shall record the name of members who are required to perform ordered overtime duties, for the purpose of distributing such ordered overtime assignments on an equal basis amongst all members of the Department.
- d) Whenever an overtime assignment occurs due to the absence of a regular employee, and the department elects to fill that vacancy by overtime hiring, that vacancy shall be filled on a voluntary basis by the next available employee, by rotation.

When conditions require the prompt and urgent mobilization of employees to respond to emergencies (including, but not limited to fires, floods, natural disasters, strikes and demonstrations), the Chief shall have the right to order a partial or full mobilization of the Department without regard to overtime rotation schemes or methods.

When addressing exigent circumstances, the Town may first mobilize as many persons as it deems appropriate from the Detective Division before offering overtime in the Patrol Division.

## **SECTION 7**

Overtime as defined throughout other Sections in this Article shall apply when employees are required to work on their day off during an emergency declared by the Mayor. Whenever such state of emergency has been declared by the Mayor, the employees shall be paid at time and one-half rate of pay.

## **SECTION 8**

In cases of absence of lieutenants, sergeants and police officers, and when the Department elects to fill the positions of such absentees, said vacancies shall be filled, when possible, by an employee of the same rank as the absentee. If an employee of the same rank cannot be contacted or is not available for replacement duty, the replacement will be offered to members of the next lowest rank in assigning overtime hours.

## **SECTION 9**

- a) In cases of absence in the Detective Division, and when the Department elects to fill the position of any absentee, said vacancy shall be filled, when possible, by an employee regularly assigned to the Detective Division.
- b) Bargaining unit members who are assigned to the Detective Division may be required to work in uniform, either on overtime or during their regular assigned shifts when, in the opinion of the Chief or his designee, there is a demonstrated need. This subparagraph shall not be utilized for the purpose of avoiding overtime in the patrol division.

## **SECTION 10**

Payments for overtime shall be included in a paycheck for the week in which the overtime occurs.

## **SECTION 11**

If the Town is unable to fill any of the positions constituting "Rentschler Field work" with volunteers, the Town shall proceed as follows:

The Town will order persons in off the "Uniform Overtime Book" to fill those positions using the following method: (i) each time a person is ordered-in, The Town will place a check mark in the book by that person's name; (ii) the Town will order-in individuals beginning with the person who has the least number of check marks by his or her name (i.e., the person who has been previously ordered-in the fewest number of times).

If time does not permit filling the "Rentschler Field work" based on the foregoing order-in method, the Town may staff the Rentschler Field event from the Patrol Division provided any minimum staffing requirement and other vacancies the department determines it needs to fill shall be filled on overtime from the Patrol Overtime book pursuant to current department practice.

## **SECTION 12**

In regard to filling overtime positions, "rank integrity" shall be honored.

ARTICLE VI  
Court Time

SECTION 1

An employee who may be required to attend Liquor Control Commission, Motor Vehicle Department hearings, Superior Court or Juvenile Court hearings or administrative hearings to testify in his/her capacity as police officer when required or requested by the Town shall be paid at straight time when such attendance is during their regular work hours and at the overtime rate for a minimum of five and one-half (5½) hours when such attendance is during off-duty hours (hours in addition to their regular work hours). However, the Town shall only be required to pay the difference between the hours paid by the State and total amount of hours due the employee.

SECTION 2

Employees who may be required by the Town to attend the above-mentioned courts or hearings, or who may be required by the Town to meet with court officials for any purpose on their regular days off or while on vacation or authorized leave, shall be paid a minimum of five and one-half (5½) hours at time and one-half their regular rate of pay. Employees who may be required by the Town to attend the above-mentioned courts, commission, department or administrative hearings over five and one-half (5½) hours will be paid at the overtime rate of pay (1½) times their hourly rate of pay for each hour or any portion of an hour beyond five and one-half (5½) hours. However, the Town shall only be required to pay the difference between the hours paid for by the State and the total amount of hours due the employee.

ARTICLE VII  
Jury Duty

SECTION 1

In accordance with C.G.S. § 51-247(b)(1)(A), the Town shall pay regular wages to any full time employed member of the Union who is required to perform jury duty by the State for the first five (5) days, or part thereof, of his/her juror service if such Union member would have worked for and earned wages from the Town on any of such five (5) days and such Union member was prevented from working for and earning such wages by his/her jury duty.

SECTION 2

In accordance with C.G.S. § 51-247(b)(1)(B), the Town shall pay regular wages to any full-time employed member of the Union who is required to perform jury duty for the State for the first five (5) days if on any of such five (5) days such Union member is scheduled to work a shift which falls fifty percent (50%) or more on a day that such member is required to perform jury duty.

SECTION 3

The Town shall allow Union members time off with pay for jury duty in accordance with the Connecticut General Statutes as they may be amended from time to time.

#### SECTION 4

Union members are not entitled to and shall not receive from the Town greater benefits for performing jury duty than those accorded to the general population by the Connecticut General Statutes.

### ARTICLE VIII

#### Pager-Personnel Communication Device Policy

#### SECTION 1

All members of the collective bargaining unit will be issued a ~~pager-personnel communication device~~ as soon as practical following the execution of this Agreement.

#### SECTION 2

All members of the collective bargaining unit will wear the ~~pager-personnel communication device~~ on their person while on duty.

#### SECTION 3

Effective upon receipt of said ~~pagerspersonnel communication device~~, members of the collective bargaining unit will make reasonable efforts to respond to ~~pages-personnel communication device~~ or messages signifying the need for a response, as follows:

- a) Members assigned to specialized units shall respond promptly to an immediate need of the specialized skill required of his or her unit.
- b) Members of the collective bargaining unit who are not part of a specialized unit will respond promptly in the event of an emergency (as defined in Article V, Section 6(d), second paragraph).
- c) Off duty members of the collective bargaining unit responding to a ~~page-personnel communication device~~ shall be compensated for a minimum of one-half (½) hour or actual time, whichever is greater, if the member's return call takes more than ten (10) minutes. This provision shall not apply to calls related to the assignment of private jobs or overtime.
- d) Members of the collective bargaining unit need not respond to calls for private job hiring and will not be charged with a refusal to so respond; however, an attempt to hire for overtime for which there is no response will be recorded as unable to contact.

#### SECTION 4

Members of a specialized unit are required to carry the ~~pager-personnel communication device~~ on their person at all times.

**SECTION 5**

It is the intent of the Department that all members carry the ~~pager-personnel communication device~~ at all times, but non-specialized unit members are not required to carry the ~~pager-personnel communication device~~ on their person while off duty.

**SECTION 6**

Nothing in this policy is intended to effect or change the policy and/or procedure for callbacks.

**SECTION 7**

~~Pagers-Personnel communication devices~~ may be used by employees for personal matters.

**ARTICLE IX**  
**Work Assignments - Extra Duty**

**SECTION 1**

The Term "Extra Police Duty" or "Extra Police Work" for the purpose of this Article shall mean Police duty for which an employee is paid by some party other than the Police Department. Payment for Police Duty will be paid to the Town, thereafter the employee shall receive full payment for actual hours at the rate agreed upon for extra duty.

**SECTION 2**

All extra duty assignments shall be made by the Chief of Police or his designated representatives.

**SECTION 3**

The rate of pay for such extra duties shall be in accordance with the following minimums and hourly rates:

Up to Five (5) Hours: Five (5) hours at time and one-half the ~~first step~~maximum hourly rate for ~~Police-Officer Sergeant~~.

Over Five (5) Hours to Eight (8) Hours: Eight (8) hours at time and one-half the ~~first step~~maximum hourly rate for ~~Police-Officer Sergeant~~.

Over Eight (8) Hours: ~~Time and one-half (1½)~~Two (2) times the ~~first step~~maximum hourly rate for ~~Police-Officer Sergeants~~ for actual hours, to the nearest half-hour.

For all extra duty work on Sunday or contractual holidays, the rate of pay shall be two (2) times the ~~first step~~maximum hourly rate of ~~Police-Officer Sergeant~~, with the same minimums as

hereinbefore mentioned. Extra duty pay rates shall be increased on the first day of the month following ratification and signing of this contract, to be in accordance with the pay rates expressed in Appendix C.

**SECTION 4**

An employee who desires assignment to extra duty shall so notify, in writing, the designated responsible officer.

**SECTION 5**

Employees who indicate their availability for extra duty shall be offered assignment in rotation. Refusal of such an assignment shall have the same effect on rotation as accepting an assignment. Excepting, however, members who are unable to accept an assignment by reason of being on duty during the hours of the assignment or who are off duty because of sick leave shall retain their priority.

**SECTION 6**

No employee shall hold an extra duty assignment for more than four (4) days.

**SECTION 7**

Extra duty jobs shall be distributed to regular full-time employees of the bargaining unit and they shall have first preference for all such extra duty jobs, and only if no member of the Bargaining Unit is available or willing to work shall non-bargaining unit employees be used.

**ARTICLE X**  
**Rates of Pay**

**SECTION 1**

The annual compensation for employees in the unit shall be as set forth in Appendices B and C and made part of this Agreement.

**SECTION 2**

When employees are promoted from one class to another, their rate of pay will be increased on the date of such promotion from their current step in their current salary range to the step in the range for the position to which they are promoted that will afford them an increase. There shall be a twelve (12) month probationary period for promoted personnel.

**SECTION 3**



Bargaining unit members serving as a Field Training Officer (FTO) will receive ~~first step Sergeant's pay for the hours he/she works as a FTO~~ their current rate of pay plus one and one-half (1½ ) hours of compensation for every shift they work as an FTO in either pay or compensatory time, at the FTO's election, at the applicable overtime rate.

## ARTICLE XI Sick Leave Program

### SECTION 1

Sick leave shall be considered to be absent from duty with pay for the following reasons:

- a) Illness or injury, except where directly traceable to employment by employer other than the Town of East Hartford.
- b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty hours.
- c) When the serious illness of a member of the employee's immediate family requires personal attendance, such member shall have a reasonable amount of time to arrange for such care.

### SECTION 2

Employees may be absent from duty without loss of sick time and with pay for the following reasons:

- a) If employees lose time because of illness for which they are entitled to compensation chargeable to the Town of East Hartford under the Workers' Compensation Act, they shall receive benefits equal to normal full pay for the time of disability, with the Town making up the difference in the amount of such compensation received and the normal amount of weekly salary. This benefit shall be limited to two (2) years.
- b) If employees lose time because of an injury sustained in the line of duty for which they are entitled to compensation under the Workers' Compensation Act, they shall receive benefits equal to normal full time pay for the time of disability, with the Town making up the difference in the amount of compensation received and the normal amount of weekly pay. This benefit shall be limited to two (2) years.
- c) When employees, in the performance of their duty, are exposed to contagious disease and contract this disease.
- d) If an employee is absent for a job-related illness or injury beyond two (2) years, they shall be paid wages which, together with Workers' Compensation payments, do not exceed their regular weekly wage, to the extent of their accumulated sick leave. Thereafter, the employee shall receive only Workers' Compensation payments.

**SECTION 3**

Sick leave shall accrue on the basis of one and one-quarter (1¼) days for each month of service, totaling fifteen (15) days per year.

**SECTION 4**

The amount of each employee's accumulated sick leave credited to him/her on the day prior to the effective date of this contract shall be credited towards his/her accumulated sick leave under this contract.

**SECTION 5**

Unused sick leave credited to each employee may accumulate indefinitely.

**SECTION 6**

Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

**SECTION 7**

No sick leave shall accrue during a leave of absence without pay.

**SECTION 8**

A medical certificate (as set forth in Appendix D) signed by a licensed physician, or other practitioner whose method of healing is recognized by the State authorities, may be required in the following circumstances:

- a) For periods of absence of more than three (3) consecutive working days;
- b) As supporting evidence when sick leave is requested during a period when an employee is on an accrued vacation leave; or
- c) When an employee's attendance shows frequent or habitual absence because of claimed sickness.

**SECTION 9**

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

**SECTION 10**

- a) Any permanent employee of the Police Department who has accumulated sick leave as of the effective date of this contract, and who continues to accumulate sick leave in compliance with this contract shall, prior to the actual date of his/her retirement, meet with the Chief of Police, and, in writing, advise the Chief of his/her intention to retire from Town Service. The total accumulated sick days credited and due such employee shall be computed and determined, and the employee shall be paid for the actual number of approved accredited sick leave days, not to exceed twenty-three (23) weeks for employees hired before January 1, 2004, ~~or~~ eighteen (18) weeks for employees hired on or after January 1, 2004 and before January 1, 2018 and fifteen (15) weeks for employees hired after January 1, 2018, in a lump sum payment upon separation from Town service for the reason of retirement. Such payment shall be included in the computation of the employee's final average earnings for the purpose of pension benefits in accordance with the pension agreement.
- b) In the event of an employee's death, his/her spouse and/or minor children shall receive, on the basis of the employee's current wages full compensation for any of the employee's unused accumulation of sick leave up to a maximum of twenty-three (23) weeks for employees hired before January 1, 2004 or eighteen (18) weeks for employees hired on or after January 1, 2004.

ARTICLE XII  
Leave of Absence With Pay

SECTION 1

Special leave up to three (3) working days with pay, between the date of death and the date of funeral inclusive, shall be granted employees in the event of death of: spouse, father, mother, brother, sister, grandparent, grandchild, son, daughter, stepson, stepdaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and, also any relative domiciled in employee's household.

SECTION 2

One additional day may also be granted at the discretion of the Chief.

SECTION 3

Employees shall receive earned days on the following basis:

- a) One (1) earned day shall be credited to each employee for each quarter of perfect attendance. If perfect attendance is broken, then the accrual of earned days will reset at

the beginning of the next period. A continuous absence commencing in one quarter continuing into another quarter will break the perfect attendance for the first quarter only.

- b) Earned days shall accumulate indefinitely. Such days must be used prior to retirement or separation.
- c) In addition to the earned day provided in Section (a) of this Section 3, an earned day shall be credited to each employee for each fiscal year of perfect attendance.
- d) The phrase "perfect attendance" as used in this Section 3 shall mean the employee used no sick leave and had no sustained tardiness complaint.

### ARTICLE XIII Vacation

#### SECTION 1

Each employee, after completion of six (6) months but less than one (1) year of service, shall receive one (1) week of vacation with pay.

#### SECTION 2

Employees who have completed one (1) year but less than five (5) years of service shall receive two (2) weeks of vacation with pay.

#### SECTION 3

Employees who have completed five (5) years but less than (10) years of service shall receive three (3) weeks of vacation with pay.

#### SECTION 4

Employees who have completed ten (10) years of service shall receive four (4) weeks of vacation with pay.

One (1) additional day of vacation shall be granted after completing fifteen (15) full years of service, and one (1) additional day shall be granted for completion of each succeeding year of service to a maximum of five (5) weeks of vacation with pay.

#### SECTION 5

- a) The vacation period shall be between January 1 and December 31 of each year.
- b) All accrued vacation must be expended during the calendar year and shall not be cumulative.
  - 1. The Town must afford opportunities for the employees to take their vacation within the calendar year.

2. If a change in an employee's work schedule will result in a loss to that employee of an accrued vacation day, the Department shall adjust the employee's accrued balance to ensure that the employee suffers no loss.

Notwithstanding the foregoing, an employee may carry forward up to one (1) week of unused vacation into the next succeeding year, provided:

- a. All vacation carried forward into the next succeeding year must be used prior to any vacation earned in the year into which vacation is carried forward;
  - b. All carried forward vacation must be used by November 30th of the year into which it is carried forward or will be forfeited;
  - c. Vacation carried forward will not be included in any pension calculation;
  - d. The employee will not be paid any vacation which was carried forward if the employee quits or retires.
- c) Actual pay shall not be substituted in place of actual vacation time off.

#### **SECTION 6**

- a) The employee's choice of vacation dates shall be granted whenever practicable, but the operating requirements of the Police Department shall prevail.
- b) When a choice of date has been granted, it will not be interfered with, except in the case of emergency.
- c) The vacation selection list for the ensuing year shall be made available to personnel not later than December 15th of each calendar year.
- d) Vacation selections based upon seniority will be made between the time period of January 1 to March 31. During this period, Department seniority will govern in case of conflict between employees. Vacation selections made after March 31st of each year shall be made on a first come-first serve basis, without regard to seniority.
- e) Vacation will accrue to the employee on January 1st of each calendar year. The number of completed years of service as of the employee's anniversary date to be observed during that calendar year will be used in determining the amount of vacation to be accrued.
- f) The minimum vacation time allowed under this Article shall be one (1) day.
- g) The following shall also apply regarding vacation selection and utilization by members of the Patrol Division:

1. General

- i. The minimum number of days that may be secured through seniority is four (4) consecutive days, except for weeks in which rotation of days off is occurring.
- ii. A request for a vacation week of not less than four (4) vacation days shall take precedent over a request for individual vacation days totaling less than four (4) vacation days.

2. Vacation Selection

- i. Lieutenants shall select their vacations periods consistent with their assigned duties and responsibilities.
- ii. Sergeants shall select their vacation week or weeks from a group comprised of the other Sergeants in their assigned Platoon who share the same workdays. For purposes of vacation week scheduling, a minimum of one Sergeant from each such group must remain on the schedule.
- iii. Officers shall select their vacation periods from a group comprised of the other members of their assigned squad.
  - Only one (1) Officer per squad shall be permitted to be absent from duty on a vacation week at any time.
  - Any vacation opportunities that exist on a squad may be taken only by an Officer assigned to that squad.
- iv. For Sergeants and Officers, the vacation dates selected shall comport with the duty days shown on the applicable Platoon or Squad duty schedule.

**SECTION 7**

- a) Employees who are separated from Town service shall be granted the sum total of their vacation leave prior to the date of separation.
- b) Employees who retire from Town service shall receive a lump sum payment for unused vacation upon retirement and such payment shall be included in the computation of the employee's final average earnings for the purpose of pension benefits.
- c) In the event of death of an employee, the employee's accrued vacation shall be paid to the dependent survivor(s).

**SECTION 8**

If an employee is sick while on vacation leave and providing a request is supported by a medical certificate acceptable to the appointing authority, such sick time shall be charged against accrued sick leave and not vacation leave.

ARTICLE XIV  
Holidays

SECTION 1

Bargaining unit members will receive a lump sum payment equivalent to seven percent (7%) of their base salary as holiday compensation. This lump sum payment will be based on the rates of pay in effect 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.

SECTION 2

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.

SECTION 3

Whenever the employee's birthday falls on a regularly scheduled workday, the employee shall be granted that day off. Whenever the employee's birthday falls on a regularly scheduled day off or a day the employee actually works, the employee shall be granted the day before or the day after that day off.

ARTICLE XV  
Military Leave

SECTION 1

Employees will be entitled to Military Leave when they receive official military orders for such time requiring active duty training (weekend drills are not classified as requiring active duty training). Employees who are assigned to a four/three schedule shall be entitled to a maximum of forty (40) days of Military Leave. Employees who are assigned to any other schedule shall be entitled to a maximum of thirty-five (35) days of Military Leave.

The term "days of Military Leave" shall mean the number of days beginning with the day on which the employee's orders require him/her to report to military service and ending with the day on which the employee's orders discharge him/her from military service inclusive -- irrespective of the number of working days that may fall within such time period.

SECTION 2

Time on military leave shall be included in computing seniority earned in the Police Service.

### SECTION 3

In addition to the foregoing provisions of this Article, employees shall have all rights in regard to military leave as are provided by law.

## ARTICLE XVI Light Duty Work Program

### SECTION 1

To be eligible for the Light Duty Work Program, the sworn employee shall furnish the Chief of Police with a memo requesting a light duty assignment. The "Medical Certificate" set forth in Appendix D shall be attached to the memo, indicating, in the doctor's professional opinion, that the sworn employee:

- a) Should be placed on light duty and is capable of performing the light duty involved without violating any medical restrictions, and
- b) Will be able to perform the full duties of the sworn employee's regular position within six (6) months.

### SECTION 2

Whenever a sworn employee presents a doctor's certificate indicating that the employee is fit for light duty, the Chief of Police or his/her designee shall determine:

- a) That the employee's injury or illness is expected to require light duty for a period greater than one (1) week, but less than six (6) months;
- b) That an appropriate job can be identified; and
- c) The employee is suitable for that job.

If these conditions are not met, then the sworn employee shall be ineligible for participation in the program.

### SECTION 3

The "Light Duty Assignment" form, as set forth in Appendix E, will be used to provide notice to the sworn employee, the assigned Supervisor and ~~Commander~~Deputy Chief, the Schedule Officer, the Attendance Secretary, the Payroll Clerk, and the employee's present Supervisor and ~~Commander~~Deputy Chief.

- a) Notice to Sworn Employee

The Chief of Police or his/her designee will provide the employee with:



1. The name of the individual to whom he/she is to report.
2. The date, time, and location at which to report.
3. The schedule the employee will follow while participating in the program.

b) Notice to Assigned Supervisor and ~~Commander~~Deputy Chief

The Chief of Police or his/her designee will provide the designated supervisor with:

1. The name of the person expected to be reporting for light duty.
2. The date, time, and location that the sworn employee has been instructed to report.
3. The schedule the employee will follow while participating in the program.
4. Any work restrictions placed upon the employee by the certifying doctor.

#### **SECTION 4**

The total number of sworn employees that may participate in the Transitional Light Duty Work Program shall not exceed three percent (3%) of the total sworn positions authorized for the Police Department at the time the request is made. However, the Chief of Police shall have the prerogative to grant exceptions to that total on a nonprecedent-setting basis.

#### **SECTION 5**

Sworn employees participating in the Transitional Light Duty Work Program shall not be allowed to wear the uniform of a sworn member and shall not perform the duties of a sworn member of the Police Department for the duration of their participation in the program.

#### **SECTION 6**

Participation in the program shall be limited to a six (6) month period, unless extended by the Chief of Police.

#### **SECTION 7**

No Transitional Light Duty Work Program assignment will become a permanent job. Should a sworn employee's injury or illness be diagnosed as permanent, he/she will no longer be eligible for participation in the Transitional Light Duty Work Program.

#### **SECTION 8**

Attendance records and documents shall reflect when an employee is participating in the Transitional Light Duty Work Program. Attendance records shall reflect whether the sworn employee is on light duty as the result of an off-duty or on-duty illness or injury. Quarterly, the Police Department's attendance clerk shall forward a summary of participation in the light duty program to the Town's Risk Manager.

## SECTION 9

At the request of the Chief of Police, or his/her designee, the sworn employee shall make full disclosure to the Town, or its representatives, of all relevant medical records and shall furnish the department with periodic updates from his/her doctor regarding his/her medical status and the continued need for light duty.

## SECTION 10

Prior to the conclusion of the Transitional Light Duty Program, the sworn employee will furnish a doctor's certificate, attesting to the employee's physical ability to return to his/her prior work assignment, to the Chief of Police.

# ARTICLE XVII

## Insurance

## SECTION 1

The Town shall provide and pay for the following health and dental insurance for all employees and their eligible dependents:

- a) Preferred Provider (PPO) Plan with Managed Care provisions and full service prescription coverage, as described in Appendix H-1 ~~through June 30, 2014 except as provided in subparagraph (b) (ii) of this Section 1 and Section 2 of this Article~~ for all current employees retiring after the signing of this Agreement.
- b) Effective July 1, 2014, a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) (as currently provided by Anthem Lumenos Town of East Hartford: \$1500/\$3000 – 100%/80%) and full service prescription drug as described in Appendix H-2, except as provided in subparagraph (b)(ii) of this Section 1 of this Article.
  1. The Town shall contribute fifty percent (50%) of a participating HDHP members annual HDHP 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 §125) basis.
    - i. The Town's contribution into an employee's HSA shall be prorated for any new or existing employee enrolling in the HDHP after a plan year has commenced.
    - ii. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall remain in the non-high deductible PPO as described in Appendix H and shall pay the same employee ~~premium-cost~~ share contribution as the HDHP ~~premium cost~~ share contribution for the PPO. Employees currently receiving Veterans benefits may also elect to enroll in the HDHP, however, they

should be aware of the timing of the HSA contributions to avoid potential tax penalties.

2. The Town will annually deposit an additional \$250 toward the deductible for participating in its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually have their physician complete the Preventative Health Attestation as Appendix L certifying that they have had medical screenings appropriate for their age. Employees will be required to submit said form as proof of completion.
- c) The Triple Option Dental Plan, as described in Appendix H-3 with the duration of coverage for non-spouse dependents to age nineteen (19) or to age twenty three (23) if the dependent is enrolled in school.
  - d) Blue View Vision Care Endorsement for employee, spouse and dependents as described in Appendix H-4.
  - e) The Town shall provide and pay the full premiums for a forty thousand (\$40,000) dollar life insurance policy for each employee, with Accidental Death and Dismemberment coverage in the principle sum and including forty thousand (\$40,000) dollar coverage in the event of accidental death and a three thousand (\$3,000) dollar life insurance policy for each retiree. Each employee who retires after July 1, 2013 shall receive a fifteen thousand (\$15,000) retiree life insurance benefit.
  - f) All members of the bargaining unit who elect insurance coverage under a) and b) above, as applicable, (health and prescription drug) will contribute toward the cost of such insurance benefits on a weekly pretax basis for each year of the contract as described below:

~~Effective July 1, 2011, each covered employee shall contribute fifteen percent (15%) of the cost of the insurance that he or she elects under (a) and (b) above through weekly payroll deductions on a pretax (IRC §125) basis. There shall be no cap on the employee's insurance contributions. The employees' insurance contributions shall be based on the fully insured equivalency rate.~~

Effective upon the signing of this Agreement, each employee covered under Section ~~ba~~ above shall continue to contribute 16% of the cost (premium equivalency rate i.e. a rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self funded) of the insurance that he or she elects through weekly payroll deductions on a pre-tax (IRC §125) basis.

Effective July 1, ~~2014~~2019, each employee covered under Section b) above shall contribute ~~16% of the cost (premium equivalency rate i.e. a rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self funded) of the insurance that he or she elects~~ 14% of the allocation rate charged by Anthem through weekly payroll deductions on a pre-tax (IRC §125) basis.

The payroll deductions specified above shall be implemented pursuant to a Section 125 pretax wage reduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions or any other provisions of the IRS Code allow for such a plan. Said plan shall permit exclusion from taxable income of the employees' contributions toward health insurance costs for those employees who complete and sign a wage deduction form. The Town and the Union shall engage in impact bargaining in the event that a change in the law reduces or eliminates the tax-exempt status of the employee insurance contributions. The Union shall not make any claim or demand nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan.

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

1. The payments to be made to employees who ~~drop-opt-out of~~ their Town-sponsored health ~~insurance-coverage~~ plan (~~Blue Cross & Blue Shield~~), excluding Dental, will be as follows:

Coverage Type	Payment Amount
Individual	\$1000
Individual plus one dependent	\$1250
Individual plus two or more dependents	\$1500

Effective July 1, 2019, the payment to be made to employees who opt-out of their Town-sponsored health coverage plan, excluding dental will be as follows:

<u>Coverage Type</u>	<u>Payment Amount</u>
<u>Individual</u>	<u>\$1700</u>
<u>Individual plus one dependent</u>	<u>\$1950</u>
<u>Individual plus two or more dependents</u>	<u>\$2200</u>

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 each fiscal quarter for which the Town's plan is not utilized.

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 enrollment change form provided by their plan (if covered) and the "Health Benefit Opt-Out Form," attached as Appendix I, 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 the~~ 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 2

- a) The Town shall provide and pay for the insurance benefits listed in Section 1 a) (Appendix H-1) for all current employees upon retirement. ~~The language "through June 30, 2014" contained in Section 1 a) does not apply to retirees meaning the PPO coverage will continue thereafter under Section 2 and 3 of this Article.~~ Additionally, the premium cost sharing provisions contained in Section 1, subparagraph f) do not apply to retirees insurance. Employees hired on or after the execution of this agreement will be offered the HDHP/HSA plan with no Town seed money and no wellness incentive.
- b) For retired employees age sixty-five (65) and over, who are eligible for Social Security, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.
- c) In addition to the benefit contained in the next Section 3, employees retiring after July 1, 2002 ~~the effective date of this Agreement~~ shall be provided the option, during a window period which shall occur at least annually, to cover the retired employee's current spouse (regardless of whether or not employee and spouse were married at the time the employee retired) under the same health and/or dental insurance plan under which the retired employee is covered provided the retired employee pays the full cost of adding the spouse to the coverage unless and until eligible for coverage under the next Section 3. When the retired employee dies, any coverage to his/her spouse under this Section 2 shall cease unless such spouse elects to continue this coverage by payment of 100% of the monthly premium, unless and until eligible for coverage under the next Section 3.

- d) Only one (1) spouse (former or current) of a retiree can be covered at any one time under the insurance provisions described in any section of Article XVII.
- e) All employees hired after ~~July 1, 2014~~~~the signing of this Agreement~~ shall contribute seventeen hundred dollars (\$1,700) annually through weekly payroll deductions to the Town's Other Post Employment Benefit (OPEB) Trust on a pre-tax basis (IRC §125). ~~Such contribution shall remain unchanged and shall not be subject to re-negotiation until after July 1, 2016~~
- f) ~~Commencing July 1, 2019 all active employees who do not pay the aforesaid seventeen hundred dollars (\$1700) (Pre-July 1, 2014 employees) will pay seventeen hundred dollars (\$1700) annually through weekly payroll deductions to the Town's OPEB Trust on a pre-tax basis )IRC §125).~~

### **SECTION 3**

The Town shall provide and pay for the insurance benefits as described in Section 1 a) for the retired employee's spouse, under the following circumstances:

- a) This coverage is only effective for the spouse of an employee retiring on or after January 1, 1983.
- b) The retired employee must attain age 60 before his spouse will be eligible for this coverage.
- c) If the retired employee remarries, the new spouse will not be eligible for this coverage.
- d) The term "spouse" for purposes of this Section 3 shall mean the retired employee's spouse who shall have been married and living with the employee as his wife or her husband at the time of his/her retirement. When the retired employee dies, all coverages to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.
- e) In order for this coverage to be effective, the retired employee must pay to the Town fifty percent (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 monthly deduction is not made continuously from his/her pension check, commencing with his/her 60th birthday, all coverage to the spouse shall cease and shall not be reinstated.
- f) 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 Medicare Supplemental coverage.

### **SECTION 4**

~~Employees will continue in their present health plan through June 30, 2014 at current cost share. Effective July 1, 2014 employees not opting out of coverage under §1-g) of this Article will be covered by the HDHP/HSA plan described in Section 1 b) above and Appendix H-2.~~

**SECTION 54**

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

**SECTION 65**

The Town will sponsor a Health Screening Program for all members of the bargaining unit at least once each calendar year. The screening will be conducted by the Town's Health Department. The prime objective is to identify employees who are at risk and to detect unknown diseases so that referral can be made for proper medical and health care.

**SECTION 76**

All employees hired subsequent to the issuance of the arbitration award in Case No. 8586-MBA-131 shall be required to be and remain non-smokers as a condition of employment.

**SECTION 7**

There shall be no negotiation and/or arbitration of any change in retiree health, dental and vision benefits until the commencement of negotiations per Article II hereof on or after January 1, 2026. ~~This Section 7 shall not apply to employees hired after January 1, 2018.~~

NOTE: ALSO REFLECT THIS SECTION 7 IN SEPARATE MOU

**ARTICLE XVIII**  
**Longevity**

**SECTION 1**

Full-time, employees hired prior to July 1, 2018, in addition to their regular pay or any pay increases that may be provided, receive an additional longevity payment in recognition of their length of service on the following basis:

5 years but less than 10	\$300
10 years but less than 15	\$400
15 years but less than 20	\$500
20 years or more	\$600

**SECTION 2**

Longevity payments are made in a lump sum to employees, annually, based on their number of full years of service completed as of September 7, payable on the second payday in September.

ARTICLE XIX  
Clothing Allowance

SECTION 1

- a) The Town shall, at its cost, furnish all regular full-time police employees, who are required to work in uniform, with the required uniform, clipboards, flashlights and batteries. The Town shall permit each uniformed employee to draw up to \$5450.00 annual clothing allowance. Any unused portion of this allowance may not be carried into the next fiscal year.
- b) In addition, effective 7/1/0317, the Town shall pay to each uniformed employee the sum of \$25400.00 as a supplemental uniform reimbursement to be paid on the first pay date in July of each year. For the year beginning 7/1/0317, the Town shall make the payment described in this subsection no later than three (3) weeks following the signing of this Agreement.

SECTION 2

Handgun and approved holster, ammunition and cartridge holder, hand cuffs with case, night stick and approved gun belt and one plastic identification tag (last name) will be provided for and remain the property of the Town. Officers assigned as motorcycle officers shall be provided helmets, boots and leather jackets by the Town.

SECTION 3

- a) Members of any plainclothes division performing police duties shall be given a clothing allowance at the rate of \$5450.00 per annum.
- b) Effective 7/1/0317, members of any plainclothes division performing police duties shall be paid on the first pay period in July of each year the sum of \$25400.00 as a supplemental clothing reimbursement in addition to the clothing allowance provided in Section 3(a) of this Article XIX. For the year beginning 7/1/0317, the Town shall make the payment described in this subsection no later than three (3) weeks following the signing of this Agreement.

SECTION 4

The Town shall reimburse any police officer for loss or damage of clothing and/or personal property suffered in the performance of duty. Such claim for loss must be supported with reasonable proof of loss and of the value of the clothing and/or property. However, any loss or damage that is the result of negligence by the Officer shall not be reimbursed. Reimbursement shall not exceed \$300.00.



**SECTION 5**

All full-time permanent investigatory and uniformed members of the Police Department, with the authority to exercise police powers, who are on the regular payroll on August 1st of each calendar year, shall receive a uniform cleaning allowance of \$250.00 the first pay period in August, commencing August, 2010.

**SECTION 6**

Authorized uniform items which may be purchased with the uniform allowance are as follows:

<b>Hats</b>	summer 8 point, winter 8 point, winter pile cap, rain cap, rain hood, baseball caps
<b>Shirts</b>	winter, summer
<b>Trousers</b>	regular
<b>Coats</b>	blouse, summer jacket, winter patrol jacket, raincoat, rain jacket
<b>Leather Gear</b>	trouser belt (velcro or buckle), equipment belt (velcro or buckle), handcuff case, cartridge holder, portable radio holder, baton holder, flashlight holder, keepers
<b>Gloves</b>	White and/or orange traffic gloves, black leather winter gloves
<b>Other</b>	ties, tie clasps, nametags, badge, and cuffs, baton, black shoes or boots, briefcase, rubber boots, badge case, business cards, flashlight, folding knife

**SECTION 7**

A uniform committee will be created to make nonbinding recommendations to the Chief for uniforms and personal equipment.

**ARTICLE XX**  
**Seniority**

**SECTION 1**

- a) Departmental seniority as used in this Article is defined to mean total length of service in the Police Department including probationary period from most recent date of hire.

- b) When more than one (1) Police Officer is appointed to the Department on the same date, the departmental seniority of such appointees shall be determined by their relative positions on the eligibility list, or in the alphabetical sequence (using last names) in the absence of an eligibility list.

## **SECTION 2**

- a) Rank seniority is defined as the total length of continuous service as an employee of a given rank. Rank seniority shall accrue from the first day of appointment to a given rank.
- b) Whenever more than one (1) Police Officer is promoted to the rank of Sergeant on the same date, and whenever more than one (1) Sergeant is promoted to the rank of Lieutenant, their relative seniority in the rank to which they are promoted shall be determined by their previous relative rank seniority.
- c) Employees shall advance one (1) step on their anniversary of hire or date of most recent promotion, whichever applies.

## **SECTION 3**

Continuity of departmental seniority or rank seniority shall not be broken by vacations, sick time, temporary layoff, suspension or any approved leave of absence, or any call to military service for the duration.

## **SECTION 4**

Employees must complete a year of probation after academy certification. Total time in probation shall not exceed eighteen (18) months. New officers shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement; dismissal of an employee during the probationary period shall not be subject to the grievance procedure. All employees who have completed their probationary period shall be full-time employees and shall acquire length of service records as of date of their employment. It is agreed, however, this clause shall not be deemed to deny such employees the rights to a hearing as such rights are set forth in Section 7-468(d) of Chapter 113, Connecticut General Statutes.

## **SECTION 5**

Departmental seniority shall prevail in the following matters:

1. Choice of vacation when there is a conflict between employees of the same rank.
2. Layoff or elimination of position and recall.

In the event of a layoff, the employee with the least seniority shall be laid off first, regardless of his assignment. An employee in the unit in a terminated position may bump another employee with less seniority in an equal or lower rank. Whenever an employee may be laid off such employee shall have the opportunity of returning to his former position or rank before any new person is employed. For the purpose of this Section, rank seniority shall not prevail. Failure

or refusal to accept an offer of employment within seven (7) calendar days from receipt of such offer shall result in removal from the recall list.

**ARTICLE XXI**  
**Appointments and Promotions**

**SECTION 1**

All promotions and appointments to the Department shall be made by the Chief of Police.

**SECTION 2**

- a) All promotions shall be by examination. There shall be a written and an oral test. Scoring will consist of fifty-five (55) points for the written examination, forty (40) points for the oral test, and up to, but not in excess of five (5) points for service. Employees shall take the promotional examination on a voluntary basis.

Non-cumulative bonus points shall be added to a Lieutenant's promotional examination score as follows:

Associate's Degree from an accredited college:	½ Point
Bachelor's Degree from an accredited college:	1 Point
Master's Degree or higher from an accredited college:	1½ Points

- b) There shall be a six (6) week advance notice for all promotional examinations. The notice will contain the suggested reading material and the examination date and time.
- c) Members shall be entitled to service credits on the basis of ½ of 1 point for each full year of service, provided, however, that a total of 5 points shall represent the maximum service points allowed under this Article.

**SECTION 3**

Promoted personnel shall serve a probationary period of twelve (12) months.

**SECTION 4**

A Police Officer shall have three (3) years of service as a regular Police Officer with the East Hartford Police Department before being eligible for promotion to Detective. The Department shall fill and maintain a minimum of four (4) detective positions.

**SECTION 5**

A Police Officer or Detective shall have five (5) years of service as a regular sworn member of the East Hartford Police Department before being eligible for promotion to Sergeant.

**SECTION 6**

A Sergeant shall have two (2) years of service as a Sergeant with the East Hartford Police Department before being eligible for promotion to Lieutenant.

**SECTION 7**

All promotions shall be made from the ranks of the East Hartford Police Department with the exception of the Chief of Police, ~~and Deputy Chiefs and Commanders.~~

**SECTION 8**

All promotions above the rank of Police Officer shall be made in accordance with the Town's Personnel Rules and Merit system.

**SECTION 9**

In the event that a vacancy occurs or a new position or assignment is created within the bargaining unit, it shall be posted on the bulletin boards provided for such purpose for a period of fourteen (14) days prior to any action taken by the Town to fill such vacancies, positions or assignments. Employees interested in said vacancies, positions or assignments shall indicate so in writing within fourteen (14) days of the initial posting. Copies of the posting and a list of those responding shall be sent to the Union President.

**ARTICLE XXII**  
**General Provisions**

**SECTION 1**

The Town of East Hartford agrees to continue all benefits of whatever nature presently enjoyed by the employees and not covered by the terms of this Agreement.

**SECTION 2**

No employee of the Department shall be required to submit to a polygraph test.

**SECTION 3**

If any Article or Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid.

**SECTION 4**

During the term of the Agreement, the Police Department will furnish the Union with an up-to-date Department seniority list for the bargaining unit, together with the classification and rate of pay of each employee on such lists.

**SECTION 5**

All members of the Police Department shall be furnished a copy of all Department Rules and Regulations which are the property of the Town. Any future changes that affect working conditions that are mandatory subjects of bargaining shall be negotiated with the Union.

**SECTION 6**

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

**SECTION 7**

The Department shall see that no member of the Police Department shall be required to perform any duty involving maintenance or repair of the Department's motor vehicles. On Saturday, Sunday, and Holidays, officers will be required to gas their own vehicles.

**SECTION 8**

The Department shall see that no employee shall be required to perform any function normally done by another Town department, agency or private concern.

**SECTION 9**

All employees shall have the right to review their personnel files upon reasonable request to the Director of Human Resources and at such time that the request will not interfere with the orderly operation of the Department of Human Resources. The Director of Human Resources shall have the right to refuse a request when there is a reasonable cause to believe an employee is abusing the privilege. An employee shall be allowed to contest the accuracy, completeness or relevancy of any document maintained in his/her personnel file by adding a statement to the file setting forth his/her concerns with regard to any document. Such statement shall become a permanent part of the personnel file.

**SECTION 10**

The Town shall assume responsibility for any member sued for alleged false arrest and/or abuse of power and shall provide such member with the services of the Town Counsel at no cost to such member. Provided, however, that whenever a member's involvement in such a charge is the result of an act that clearly and unquestionably indicates a complete disregard for proper procedures, such member shall not be entitled to the services of the Town Counsel, nor shall the Town be liable for any judgment awarded.

**SECTION 11**

- a) Such officers and members of the Union, as may be designated by the Union, shall be granted leave with pay for union business such as attending labor conventions and educational conferences, provided that the total leave for purposes set forth in this Section shall be fifteen (15) days per fiscal year, cumulative, commencing July 1, 2002.
- b) Provided reasonable notice is given, the Union shall have the right to have a steward present for all meetings between the Town and the Union for the purpose of processing grievances. The grievant shall also have the right to be present at such meetings. When such meetings take place at a time during which either the steward or the grievant are scheduled to be on duty, they shall be granted leave from duty with full pay for such meetings except when, in the sole judgement of the Chief of Police, such leave from duty will create a shortage of officers on duty in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.

## **SECTION 12**

The Town will provide the Union with sufficient copies of this Agreement within thirty (30) days after the signing of this Agreement. Each new employee covered by this Agreement will be furnished a copy by the Department of Human Resources at the time of hiring.

## **SECTION 13**

- a) The Town shall maintain an education reimbursement fund in the amount of fifteen thousand dollars (\$15,000) per contract year.
- b) The fund shall be used to reimburse members as set forth below for amounts expended by them for books required by courses and tuitions in police science, police administration, or other related subjects at an accredited school or college, which is designated to increase the employee's proficiency in his present or potential police department assignments.
- c) The Chief retains the right of prior approval of the course and retains the right to reasonably limit the number of employees on any one shift who may attend college. The fund shall be distributed as follows:
- d) Each semester, the Chief shall determine the amount of reimbursement money to be expended to eligible employees under this Section. If the amount requested is less than the amount available in the fund for that year, the Chief shall reimburse each officer 100 percent. If the amount requested is more than the amount available in the fund for that year, the Chief shall divide the amount of money in the fund by the number of employees and pay each person up to the resulting figure. In no event shall an employee receive more than 100 percent of his/her request. If by following the above formula an employee would be entitled to more than 100 percent, the Chief shall place any amount over 100 percent back into the fund and divide that amount by the number of employees who did not receive 100 percent, distributing the residual until the fund is exhausted or all employees receive 100 percent reimbursement.

- e) If the full amount of the fund is not exhausted after each year, then up to two thousand five hundred dollars (\$2,500) shall be carried over into the next year, provided, however, at no time shall the employer be required to have more than seventeen thousand five hundred dollars (\$17,500) in the fund. This Article is subject to the following restrictions:
1. Employees shall submit a written request for books and tuition reimbursement to the Chief thirty (30) days prior to the date course tuition payment is required.
  2. Within fourteen (14) days of receiving the request for reimbursement the Chief shall approve or disapprove in writing. For approved requests, the Town shall prepay for tuition and reimburse for books.
  3. Employees who receive prepayment must complete the course and receive a passing grade as defined by the institution or repay the Town for money expended. Any employee prevented from completing a course due to work related injury shall not be required to reimburse the Town.
  4. If an employee must attend a course while scheduled for duty, the Chief shall retain the right to approve or disapprove each period of absence according to the requirements of the department.
  5. Any officer who has been compensated under this Section shall remain in the police department's employment for five (5) years after completion of the course or reimburse the Town any monies expended under this Section. However, no such reimbursement shall be required in the case of retirement at a time when the retiree is eligible for current retirement benefits pursuant to the Town of East Hartford pension plan.
  6. Books purchased pursuant to this Section shall be considered Town property and shall be turned in upon request at the end of a course.
  7. An employee eligible to receive reimbursement from another source, (i.e., veteran's benefits, etc.), is required to make application for those funds and is not eligible to be compensated under this provision for any amount he/she is eligible to receive from such other source.

f) Effective 7/1/18, an annual educational incentive shall be paid to members holding the following degrees as of July 1 of each fiscal year commencing 7/1/18.

<u>Associate's degree:</u>	<u>\$250.00</u>
<u>Bachelor's degree</u>	<u>\$500.00</u>
<u>Master's degree</u>	<u>\$750.00</u>

The aforesaid degrees must be from an accredited school or college. The educational incentive sum shall be paid each fiscal year commencing 7/1/18 by the end of the month of July of eachthat year.

**SECTION 14**

When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.

#### **SECTION 15**

- a) The Town shall permit the Union to have the reasonable use of the bulletin board located in the Police Station and the Department email system for the posting and emailing of notices concerning Union business and activity.
- b) No material shall be posted or emailed except notices of meetings and elections, results of election, changes in Union By-Laws, notices of Union social occasions and similar Union notices, letters and memoranda. All notices shall be posted or emailed only by an officer of the Union identifying him or herself as the author. In order for the Union to comply with this Agreement, the Town agrees to supply a glass or Plexiglas enclosed locked bulletin board.

#### **SECTION 16**

Nothing in this Agreement shall prevent any employee from holding outside employment, other than police duty, as long as such employment does not conflict with the employee's duties as a police officer subject to the Chief's approval, which will not be unreasonably withheld. It shall be the responsibility of the employee to furnish the Town with the following information:

1. Name, address and telephone number of employer,
2. Normal hours to be worked,
3. Type of duty to be performed.

#### **SECTION 17**

All police cruisers shall be equipped with air conditioners and it is agreed that employees may not refuse to drive cruisers that the Town presently has that are not air conditioned or when such air conditioned vehicles are being repaired.

#### **SECTION 18**

- a) The Town may continue to assign Police Officers to plainclothes duty in the Criminal Investigations Bureau. The assignment shall be of no longer than three years duration commencing September 4, 2008 and the Department will post this assignment annually. In the event there are insufficient applicants upon posting of this assignment as required by Article XXI §9, the persons assigned may continue in the assignment beyond three years. Cultural specialties and other expertise may be considered by the Chief. Input for such selections will be given by the Commanding Officer of the Criminal Investigations Bureau, and his executive officer and the Deputy Chiefs.



- b) A Police Officer assigned to criminal investigation units shall be paid the detective rate, first step, for the first year for said assignment, and after one year shall be paid at the detective pay rate, at Step 2. Notwithstanding this provision, any police officer who is at the maximum step as a police officer and who is so assigned shall be paid at the detective pay rate at Step 2 for the total duration of such assignment.
- c) Police Officers assigned to plainclothes duties in the Criminal Investigations Division shall be paid the clothing allowance provided for in Article XIX, Section 3, less any amount already expended for uniforms under the provisions of Article XIX, Section 1.
- d) Abuse in the making of these assignments shall be subject to the grievance procedure.

#### **SECTION 19**

All police officers must present a generally neat and clean appearance according to the basic guidelines stated below:

- a) Hairstyle - Hair must be neatly groomed. The bulk and length of the hair shall not interfere with the proper and normal wear of any department head gear.
- b) Mustache - If worn, the pattern shall be neatly trimmed and tidy.
- c) Sideburns - If worn, the pattern shall be neatly trimmed and tidy.
- d) Beards - If worn, they must be kept neat and clean, and the length of such facial hair shall not exceed one inch.

#### **SECTION 20**

Compensatory time will be governed by Appendix J.

#### **SECTION 21**

The incorporation of some settlement agreements, arbitration awards, or memoranda of understanding does not constitute abandonment or abrogation of others that may be applicable.

### **ARTICLE XXIII** **Grievance Procedure**

#### **SECTION 1**

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.

## **SECTION 2**

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.

## **SECTION 3**

**STEP 1** - Any employee who has a grievance shall, within twenty (20) 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 Two.

## **SECTION 4**

**STEP 2** - If the grievance has not been settled, it shall be presented in writing to the Town Director of Human Resources within twenty (20) calendar days after the decision of the Chief of Police, or his designee, is received. The Director of Human Resources, or his designated representative, shall meet with the interested parties: (i) within fifteen (15) calendar days of the receipt of the grievance; or (ii) at such later date as mutually agreed in writing. The Town Director of Human Resources shall render his decision in writing within ten (10) calendar days of the completion of such meeting. If this decision does not resolve the dispute, then the question may be processed to Step 3.

## **SECTION 5**

(Intentionally left blank)

## **SECTION 6**

**STEP 3** - Either party may request the State Board of Mediation and Arbitration to provide arbitration services within fifteen (15) calendar days following a written decision or, if there is no written decision, within the timelines specified in subsection (f) below.

- 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 to 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) Notwithstanding the foregoing, within ten (10) calendar days following receipt of notice of filing for arbitration, either party may exercise its right to transfer the arbitration proceedings to the American Arbitration Association (AAA). Arbitration(s) transferred to AAA will be administered by and under the rules of the American Arbitration Association. In any case, the party that elects to utilize the services of the American Arbitration Association shall bear 100% of the administrative costs and pay 100% of the arbitrator's fees and expenses in connection with such arbitration.
- e) Expedited Arbitration. The parties may agree to the utilization of an expedited arbitration system following Step 2 for cases of unpaid suspension and any other cases mutually agreed by the parties. Cases designated by the parties to be heard in expedited arbitration will be scheduled for hearing as agreed to by the parties. A mutually agreed single arbitrator shall be utilized in accordance with the procedures of the contractually provided arbitration forum. All other provisions of this Agreement concerning grievances and arbitration shall apply to expedited cases.
- f) Failure by any representative of the Town of East Hartford to render a written decision within the time limit(s) prescribed in this Grievance procedure shall provide the grievant/Union the option to file to the next successive step of the Grievance Procedure: (i) within forty-five (45) calendar days of the filing of the grievance (if proceeding to Step 2); and/or (ii) within ninety (90) calendar days of the filing of the original grievance (if proceeding to Step 3). Failure by the grievant or the Union to proceed to the next level within the time limits prescribed in sections 3 and 4 of this agreement or, if applicable, as set forth in the preceding sentence, shall constitute a denial of the grievance and acceptance of such denial by the grievant/Union. However, all time limits expressed herein may be waived by an agreement confirmed in writing by both parties.

- g) Upon mutual agreement, both parties may request mediation with the State Board of Arbitration and Mediation.

ARTICLE XXIV  
Discipline, Discharge and Police Rights

SECTION 1

If a transfer is ordered for disciplinary purposes or as a component of disciplinary actions, the reasons for and duration of the transfer will be stated in writing. This does not imply that disciplinary transfers are prohibited.

SECTION 2

The Chief may suspend an employee without pay, and any such suspension of up to two (2) calendar weeks shall be served on the dates ordered by the Chief. Any suspension of more than two (2) calendar weeks that is grieved shall be stayed until the contractual appeals are exhausted. However, there shall be no stay with regard to a termination or suspension that results from an arrest for criminal activity. A suspension may be with or without pay.

Any suspension that is not stayed and is grieved shall be subject to expedited arbitration pursuant to Article XXIII, Section 6.

SECTION 3

Under any Section of Articles XXIII and XXIV, the employee shall be entitled to Union representation and/or representation of his choice not exceeding two (2) persons.

SECTION 4

Copies of all reprimands or accusative letters from the Chief or his designee shall be given to the member and placed in the personnel file. This Section shall include all evaluations by superior officers.

SECTION 5

Police Officers shall enjoy all legal rights guaranteed under the Constitution of the United States and the State of Connecticut, and any other federal or state statute.

SECTION 6

No employee shall be suspended, discharged or demoted except for just cause.

SECTION 7

Citizen complaints or investigative reports, under the circumstances set forth below, will be turned over to the police officer involved:

1. Complaints alleging police brutality;
2. Complaints alleging disrespectful treatment by the officer;
3. Complaints alleging violation of the civil rights of the complainant;
4. Complaints alleging conduct (which is not criminal in nature) unbecoming a member of the Department.

#### **SECTION 8**

If an investigation is commenced by Internal Affairs, such investigation shall commence upon conclusion of the preliminary investigation (which shall not take longer than thirty (30) days) and upon the signing of an Internal Affairs complaint by the Chief of Police. Under normal circumstances, the investigation by the Internal Affairs Department shall be concluded within ninety (90) calendar days from the signing of the Internal Affairs complaint by the Chief. In extenuating circumstances, an extension of up to sixty (60) calendar days shall be permitted for the completion of the Internal Affairs investigation, with notice to the Union President, which notice shall include a statement of such extenuating circumstances. Any such notice of extenuating circumstances shall be kept confidential by the Union President if requested in such notice.

For any investigation conducted pursuant to Sections 7, 8, 9, and 10 of this Article, a letter shall be sent to the officer who was the subject of the investigation notifying him/her forthwith upon the completion and outcome of the investigation. Copies of the internal affairs report shall be provided forthwith at the conclusion of the investigation upon the employee's request, unless a prosecuting authority in an ongoing investigation against the officer in question dictates otherwise.

#### **SECTION 9**

- a) Investigation of Citizen Complaints. Citizens who complain about the performance or conduct of any employee shall be encouraged to (1) identify themselves, and (2) reduce their complaint to a written statement promptly, normally within ten (10) days. An oral complaint that is not promptly reduced to writing either through a written complaint or filing of an investigative report corroborating the oral complaint, shall not be investigated unless it involves a charge of criminal behavior or a charge which the Department is otherwise required by law to investigate.
- b) As set forth in Section 7, a copy of the complaint or initial investigative report will be furnished to the employee within fourteen (14) calendar days of the receipt of the complaint, together with the time, if known, of filing the oral complaint, if any. This fourteen (14) day limit will be extended if either the subject of the complaint or the Internal Affairs officer is absent from his/her assigned duties during such fourteen (14) calendar day period due to vacation, earned time, school, or other leave, up to a maximum of seven (7) additional days.

## SECTION 10

Internal Complaints. Copies of non-criminal interdepartmental complaints shall be given to the officer within seven (7) calendar days of the issuance of the complaint. The complaint should be written up on the standard form. Delivery may be made personally or by mail.

## SECTION 11

In the event a member is placed on Administrative Leave with pay for alleged use of deadly force and is precluded from working overtime during said Administrative Leave, the member shall be paid five (5) hours of overtime during the period the member was on said Administrative Leave provided the member is exonerated on the allegation of excessive use of deadly force and returns to full duty.

All overtime hours worked during the year preceding placement on Administrative Leave shall be divided by 52, multiplied by the member's current overtime rate, times the number of weeks and fraction thereof the member was on Administrative Leave.

Said payment shall be made no later than forty-five (45) days after the member returns to full duty.

## ARTICLE XXV Management Rights

It is recognized that in addition to other functions and responsibilities except as expressly abridged by this contract, the Town has and will retain the sole right and responsibility to direct its operation and, in this connection, the types of work to be performed; the assignment of all work to employees or other persons, shift schedules and hours of work; the methods, procedures and means of conducting the work; and to select, hire and demote employees, including the right to make and apply rules and regulations for conduct and safety. It shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote and assign, and to lay off because of lack of work or other cause, unless otherwise hereinafter provided.

## ARTICLE XXVI Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

## ARTICLE XXVII Safety and Health

**SECTION 1**

The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work. Should such a practice be continued as an operating policy, this shall be grounds for grievance under the procedures and steps so provided for in this Agreement. Nothing in this Article is to be construed as dealing with emergency situations.

**SECTION 2**

The Employer shall recognize a safety committee, which shall consist of not more than six (6) persons. Three (3) members of the committee will be appointed by the Union, and the other three (3) members will be appointed by the Town. Both parties reserve the right to remove and replace their appointed members of the committee.

Said committee shall meet from time to time as mutually agreed, to discuss safety issues. Recommendations shall be made to the Chief of Police who shall reply to the Committee within a reasonable period of time of receiving such recommendations.

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

| \_\_\_\_\_ day of \_\_\_\_\_, ~~2014~~2017.

**TOWN OF EAST HARTFORD**

**EAST HARTFORD POLICE  
OFFICERS' ASSOCIATION**

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

\_\_\_\_\_  
Michael Weglarz  
President, EHPOA

\_\_\_\_\_  
Santiago Malave  
Director of Human Resources

\_\_\_\_\_  
Francis McGeough  
Vice President, EHPOA

The above and foregoing is a true and attested copy of the contract between the Town of East Hartford and the East Hartford Police Officers' Association.

ATTEST \_\_\_\_\_(s)  
Town Clerk



APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

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

TO: TOWN OF EAST HARTFORD

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 East Hartford Police Union.

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

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

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

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

## APPENDIX B

### WAGES

- A. Effective and retroactive to July 1, ~~2012~~2017, the salary rates in effect on June 30, ~~2012~~2017 will be increased by two percent (2%).
- B. Effective and retroactive to July 1, ~~2013~~2018, the salary rates in effect on June 30, ~~2013~~2018 will be increased by two percent (2%).
- C. Effective and retroactive to July 1, ~~2014~~2019, the salary rates in effect on June 30, ~~2014~~2019 will be increased by ~~two~~one percent (~~2~~1%).
- D. ~~Effective July 1, 2015 the salary rates in effect on June 30, 2015 will be increased by two percent (2%).~~
- E. ~~Effective July 1, 2016 the salary rates in effect on June 30, 2016 will be increased by two percent (2%).~~

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**APPENDIX C**

**SALARY SCHEDULES, July 1, 2017 - June 30, 2020**

**Police Officer - Grade 80**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Present	\$58,351	\$61,416	\$64,491	\$67,566	\$70,621
7/1/2017	\$59,518	\$62,644	\$65,781	\$68,917	\$72,033
7/1/2018	\$60,708	\$63,897	\$67,096	\$70,296	\$73,474
7/1/2019	\$61,315	\$64,536	\$67,767	\$70,999	\$74,209

**Detective - Grade 82**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Present	\$70,621	\$71,927	\$73,388
6/30/2017***	\$71,267	\$73,220	\$75,326
7/1/2017	\$72,692	\$74,684	\$76,833
7/1/2018	\$74,146	\$76,178	\$78,369
7/1/2019	\$74,887	\$76,940	\$79,153

\*Only those holding the rank of detective shall be eligible to advance to Step 3 of Grade 82

\*\*There will be no retroactivity on this 6/30/2017 wage for Detectives. Retroactivity will start with the 7/1/2017 salary raise.

**Sergeant - Grade 84**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Present	\$74,122	\$77,013	\$80,032
7/1/2017	\$75,604	\$78,553	\$81,633
7/1/2018	\$77,117	\$80,124	\$83,265
7/1/2019	\$77,888	\$80,925	\$84,098

**Lieutenant - Grade 86**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Present	\$81,616	\$84,837	\$88,166
7/1/2017	\$83,248	\$86,534	\$89,929
7/1/2018	\$84,913	\$88,264	\$91,728

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APPENDIX C  
SALARY SCHEDULES, July 1, 2012 – June 30, 2017

**Police Officer – Grade 80**

Step 1	Step 2	Step 3	Step 4	Step 5	
Present	\$52,850	\$55,627	\$58,411	\$61,196	\$63,963
7/1/2012	\$53,907	\$56,740	\$59,579	\$62,420	\$65,242
7/1/2013	\$54,985	\$57,874	\$60,771	\$63,668	\$66,547
7/1/2014	\$56,085	\$59,032	\$61,986	\$64,942	\$67,878
7/1/2015	\$57,207	\$60,212	\$63,226	\$66,241	\$69,236
7/1/2016	\$58,351	\$61,416	\$64,491	\$67,566	\$70,621

**Detective – Grade 82**

Step 1	Step 2	Step 3*	
Present	\$63,963	\$65,147	\$66,470
7/1/2012	\$65,242	\$66,450	\$67,799
7/1/2013	\$66,547	\$67,779	\$69,155
7/1/2014	\$67,878	\$69,135	\$70,538
7/1/2015	\$69,236	\$70,517	\$71,949
7/1/2016	\$70,621	\$71,927	\$73,388

\*Only those holding the rank of detective shall be eligible to advance to Step 3 of Grade 82

**Sergeant – Grade 84**

Step 1	Step 2	Step 3	
Present	\$67,135	\$69,753	\$72,488
7/1/2012	\$68,478	\$71,148	\$73,938
7/1/2013	\$69,847	\$72,571	\$75,417
7/1/2014	\$71,244	\$74,022	\$76,925
7/1/2015	\$72,669	\$75,503	\$78,463
7/1/2016	\$74,122	\$77,013	\$80,032

**Lieutenant – Grade 86**

Step 1	Step 2	Step 3	
Present	\$73,922	\$76,840	\$79,854
7/1/2012	\$75,400	\$78,377	\$81,451
7/1/2013	\$76,908	\$79,944	\$83,080
7/1/2014	\$78,447	\$81,543	\$84,742
7/1/2015	\$80,016	\$83,174	\$86,437
7/1/2016	\$81,616	\$84,837	\$88,166



APPENDIX D

A medical certificate submitted in accordance with Article XI, Section 8 shall be on the following form or shall contain substantially equivalent information.

EAST HARTFORD POLICE DEPARTMENT  
MEDICAL CERTIFICATE

TO: The Office of the Chief

DATE: \_\_\_/\_\_\_/\_\_\_

RE: \_\_\_\_\_  
(name of employee)

Doctor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: ( ) \_\_\_ - \_\_\_\_\_

As a physician duly licensed by the State of \_\_\_\_\_, I hereby certify that the above employee has been under my care since \_\_\_/\_\_\_/\_\_\_ and was last seen by me on \_\_\_/\_\_\_/\_\_\_ . He/she has been unable to work since \_\_\_/\_\_\_/\_\_\_ as a result of being afflicted with the following illness or injury which may have commenced on \_\_\_/\_\_\_/\_\_\_, which  does,  does not, appear to be work related.

Employee has been diagnosed with \_\_\_\_\_ and;

- has been medically approved to return to work with no restrictions on \_\_\_/\_\_\_/\_\_\_ .
- may not return to work until further notice from this office.
- was referred for treatment to \_\_\_\_\_ .

is expected to return to full duty within six months, and, at the present time, is medically able to return to work in a light duty program commencing on or after \_\_\_/\_\_\_/\_\_\_ lasting until the next exam in approximately \_\_\_ days, \_\_\_\_\_ and at the present time, is medically able to return to work in a light duty program only, with the following restrictions;

- No Bending
- No Lifting
- No Repetitive Use
- No Driving
- Other restrictions and conditions of light duty; \_\_\_\_\_

\_\_\_\_\_  
Signature of Physician





## APPENDIX F

### Staffing for Patrol Districts

If the Chief proposes a change in patrol district staffing from the staffing provided for in the memo of June 14, 1985, which will affect the safety or workload of bargaining unit employees, the Town shall bargain with the Union to the extent required by law.

### Staffing of Patrol Supervisor Positions

The Patrol Supervisor minimum staffing level shall be two (2) supervisors. If a scheduled Lieutenant is absent and a supervisor must be hired to meet this staffing requirement, a lieutenant will be hired.

If no Lieutenant is working a patrol shift the senior Sergeant, whether working their regular assignment or overtime, will receive top step Lieutenant's pay for that shift.

### Scheduling of Patrol Lieutenants

One (1) Lieutenant will be scheduled per patrol platoon.

NOTE: MOU Re: intent is only money change.

## APPENDIX G - SHIFT BIDDING

### A. GENERAL PROVISIONS

1. Bidding is open to all sworn members of the Patrol Division, except those members on a probationary status resulting from their initial appointment to the Department or their promotion, and those employees on an extended absence due to their illness, injury, or authorized leave of absence.
2. Seniority, for bidding purposes only, shall be department seniority for Patrol Officers and rank seniority for Sergeants and Lieutenants, as defined by this Labor Agreement.
3. Employees shall bid their work assignment from among the established bid lists for the upcoming bid year in accordance with their seniority. Patrol Officers shall bid Patrol Officer's slots. Sergeants shall bid Sergeant's slots and Lieutenants shall bid Lieutenant's slots.
4. Not later than September 1 of each year, the Town shall provide Lieutenants assigned to the Patrol Division the list of work assignments for Patrol Lieutenants for the ensuing bid year. The bidding period for Patrol Lieutenants shall be fourteen (14) consecutive calendar days, beginning each year on September 1 and ending Midnight on September 15. The results of this bidding shall be posted not later than September 16 of each year.
5. Not later than September 16 of each year, the Town shall provide Sergeants assigned to the Patrol Division the list of work assignments for Patrol Sergeants for the ensuing bid year and the work assignment of Patrol Lieutenants for that year. The bidding period for Patrol Sergeants shall be fourteen (14) consecutive calendar days, beginning each year on September 16 and ending Midnight on September 30. The results of this bidding shall be posted not later than October 1 of each year.
6. Not later than October 1 of each year, the Town shall provide Patrol Officers assigned to the Patrol Division the list of work assignments for Patrol Officers for the ensuing bid year and the work assignments of Patrol Sergeants and Patrol Lieutenants for that year. The bidding period for Patrol Officers shall be fourteen (14) consecutive calendar days beginning each year on October 1 and ending Midnight on October 15. The results of this bidding shall be posted not later than November 1 of each year.
7. Each employee's shift slot shall remain unchanged for the bid year except:
  - a. By agreement between the Chief of Police and the employee;
  - b. As necessary to meet the reasonable needs of the Town as determined by the Chief of Police;
  - c. As needed to replace an employee on any extended absence other than vacation, in which case the position will be offered to employees in order of seniority and, if not filled voluntarily, will be filled involuntarily in reverse order of seniority;

- d. For one (1) shift reassignment for the purpose of administering the annual health screening program;
- e. For probationary officers and probationary supervisors;
- f. For voluntary exchanging of work assignments with another employee of equal rank, with the approval of the Chief of Police or his designee, provided that the exchange shall not cause any additional expense for the Town.

Probationary officers and probationary supervisors shall be assigned to work assignments by the Chief of Police or his designee, consistent with the needs of the Department. The Chief of Police or his designee may assign probationary employees to any work assignment for periods of at least two (2) weeks at a time. These assignments may be changed at any time by agreement between the Chief of Police and the employee, or changed by the Chief of Police with at least fourteen (14) days notice to probationary employees.

Members failing to submit a work assignment request shall be assigned at the discretion of the ~~Commander~~Deputy Chief, Operations Bureau, after all submitted requests have been processed.

Members who anticipate being absent from duty during the entire 21-day bidding period due to vacation, leave of absence, suspension, military duty, etc., may submit a bid request to the ~~Commander~~Deputy Chief, Operations Bureau, prior to their departure from duty on their last regularly scheduled working day.

Bid forms and appropriate informational material shall be mailed to members absent from duty for extended periods due to Departmental training, a protracted period of illness, or as the result of an on-the-job injury, if their return to duty is anticipated to occur prior to the completion of the first fifty-six (56) days of the bid year.

In order to participate in the bid process, employees who are absent from duty due to illness or injury shall be required to produce certification from a physician that they shall be returning to duty within fifty-six (56) days of the start of the upcoming bid year.

Employees who did not participate in the bid process who return to duty from an extended absence after the completion of the bidding process or the start of the bid year may be assigned by the Chief of Police or his designee to any work assignment for the remainder of that bid year.

12. If the bidding process results in a member working more than four (4) consecutive days during a transitional period, the member shall be required to work the additional day(s) without payment of overtime, provided that this results from the employee having been granted an assignment that was in the top one-half of his bid request.

13. When an employee is scheduled to work more than four (4) consecutive work days during a transitional period, the ~~Commander~~Deputy Chief, Operations Bureau may excuse the member from one or more scheduled work days if staffing permits, or may authorize the payment of overtime for the days in excess of four (4) within the pay period, or a combination of both approved absence and overtime, provided that the employee was granted an assignment that was in the bottom one-half of his bid request.

## **B. PROCEDURE**

1. The Department shall provide bid forms to members of the Patrol Division on the dates required in the General Provisions section of this Appendix.
2. Once completed, bid forms shall reflect the following:
  - a. The bidding member's name and employee number;
  - b. The bidding member's rank;
  - c. The bidding member's date of appointment to the Department, or the member's date of rank, if above the rank of Officer.
  - d. The bidding member's choice of assignment, in numerical order of preference; (1 = First Choice, 2 = Second Choice, etc.);
  - e. The bidding member's signature and date of signing.
3. Completed forms shall be forwarded not later than the dates required in the General Provisions section of this Appendix to the office of the ~~Commander~~Deputy Chief, Operations Bureau. The ~~Commander~~Deputy Chief, Operations Bureau, or his designee, shall process the submitted forms as follows:
  - a. Establish the bidding order:
    - i. Sort the forms by rank.
    - ii. Within a given rank, sort the forms by descending order of seniority.
  - b. Beginning with the most senior member of each rank, make work assignments, based upon the submitted bid form.
    - i. Whenever possible, a member's first choice of assignment shall be honored.
    - ii. When a member's first choice cannot be honored, then the work assignment shall be made by proceeding in descending numerical order through the member's submitted requests until the first match is made between the request and a vacant work assignment.
4. Upon completion of the bidding process, and not later than the dates specified in the General Provisions section of this Appendix, the ~~Commander~~Deputy Chief, Operations Bureau, or his designee, shall post the results of the bidding process. The posting shall reflect each member's Platoon and Squad work assignment.

SHIFT BIDDING

SAMPLE BID FORM - SUPERVISORS

Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_

Rank: \_\_\_\_\_

Date of Rank: \_\_\_\_/\_\_\_\_/\_\_\_\_

---

Lieutenants:

"A" Platoon \_\_\_\_\_ "B" Platoon \_\_\_\_\_ "C" Platoon \_\_\_\_\_

---

Sergeants:

"A" Platoon

1st Squad \_\_\_\_\_ (A1) 2nd Squad \_\_\_\_\_ (A2)

3rd Squad \_\_\_\_\_ (A3) 4th Squad \_\_\_\_\_ (A4)

"B" Platoon

1st Squad \_\_\_\_\_ (B1) 2nd Squad \_\_\_\_\_ (B2)

3rd Squad \_\_\_\_\_ (B3) 4th Squad \_\_\_\_\_ (B4)

"C" Platoon

1st Squad \_\_\_\_\_ (C1) 2nd Squad \_\_\_\_\_ (C2)

3rd Squad \_\_\_\_\_ (C3) 4th Squad \_\_\_\_\_ (C4)

---

**OFFICE USE ONLY**

**Work Assignment:** \_\_\_\_\_ **Choice #:** \_\_\_\_\_

**Employee Number of Person Making Assignment:** \_\_\_\_\_

SHIFT BIDDING

SAMPLE BID FORM - OFFICERS

Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_

Rank: \_\_\_\_\_

Date Appointed: \_\_\_/\_\_\_/\_\_\_

---

Officers:

“A” Platoon [LT \_\_\_\_\_]

Squad A1 [SGT \_\_\_\_\_] \_\_\_\_\_ Squad A2 [SGT \_\_\_\_\_] \_\_\_\_\_

Squad A3 [SGT \_\_\_\_\_] \_\_\_\_\_ Squad A4 [SGT \_\_\_\_\_] \_\_\_\_\_

“B” Platoon [LT \_\_\_\_\_]

Squad B1 [SGT \_\_\_\_\_] \_\_\_\_\_ Squad B2 [SGT \_\_\_\_\_] \_\_\_\_\_

Squad B3 [SGT \_\_\_\_\_] \_\_\_\_\_ Squad B4 [SGT \_\_\_\_\_] \_\_\_\_\_

“C” Platoon [LT \_\_\_\_\_]

Squad C1 [SGT \_\_\_\_\_] \_\_\_\_\_ Squad C2 [SGT \_\_\_\_\_] \_\_\_\_\_

Squad C3 [SGT \_\_\_\_\_] \_\_\_\_\_ Squad C4 [SGT \_\_\_\_\_] \_\_\_\_\_

---

**OFFICE USE ONLY**

Work Assignment: \_\_\_\_\_ Choice #: \_\_\_\_\_

Employee Number of Person Making Assignment: \_\_\_\_\_

Comments:

WORK SCHEDULE

"A" Platoon

Work Days: T/W/T/F or F/S/S/M

Common Day: Friday

Days Off: S/S/M or T/W/T

LT \_\_\_\_\_

Squad A1

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

Squad A3

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

Squad A2

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

Squad A4

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

WORK SCHEDULE

"B" Platoon

Work Days: T/W/T/F or S/S/M/T

Common Day: Tuesday

Days Off: S/S/M or W/T/F

LT \_\_\_\_\_

Squad B1

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

Squad B3

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

Squad B2

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

Squad B4

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_



WORK SCHEDULE

"C" Platoon

Work Days: M/T/W/T or T/F/S/S

Common Day: Thursday

Days Off: F/S/S or M/T/W

LT \_\_\_\_\_

Squad C1

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

Squad C3

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

Squad C2

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

Squad C4

SGT \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

OFF \_\_\_\_\_

DAILY WORK SHEET  
"A" Platoon - DD/MM/YY

LT \_\_\_\_\_

**Squad A1**

SGT \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_

**Squad A3**

SGT \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_

**Squad A2**

SGT \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_

**Squad A4**

SGT \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_  
OFF \_\_\_\_\_

**Overtime**

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX H**  
**EAST HARTFORD CENTURY PREFERRED MEDICAL PLAN**

	<u>In Network</u> <u>You pay:</u>	<u>Out-of-Network</u> <u>You pay:</u>
<b>Office Visit (OV) Copayment</b>	\$5	Deductible & Coinsurance
<b>Hospital (HSP) Copayment</b>	\$0	Deductible & Coinsurance
<b>Urgent Care (UR) Copayment</b>	\$25	Not covered
<b>Emergency Room (ER) Copayment – waived if admitted</b>	\$25	\$25
<b>Outpatient Surgery (OS) Copayment</b>	\$0	Deductible & Coinsurance
<b>Annual Deductible (individual/2-member family/3+ member family)</b>	Not applicable	\$200/\$400/\$500
<b>Coinsurance</b>		20% after deductible up to
<b>Out-of-Pocket Maximum (individual/2-member family/3+ member family)</b>		\$1,000/\$2,000/\$2,500
<b>Lifetime Maximum</b>	Unlimited	Unlimited

**PREVENTIVE CARE**

<b>Well child care*</b>	No Charge	Deductible & Coinsurance
<b>Periodic, routine health examinations*</b>	No Charge	
<b>Routine eye screenings – one exam every two calendar years</b>	OV Copayment	
<b>Routine OB/GYN visits – one exam per year</b>	No Charge	
<b>Mammography*</b>	No Charge	
<b>Hearing screening – one exam every two calendar years</b>	OV Copayment	

**MEDICAL CARE**

<b>Primary care office visits</b>	OV Copayment	Deductible & Coinsurance
<b>Specialist consultations</b>	OV Copayment	
<b>OB/GYN care</b>	OV Copayment	
<b>Maternity care – initial visit subject to copayment, no charge thereafter</b>	OV Copayment	
<b>Laboratory</b>	No charge	
<b>X-ray and Diagnostic Testing</b>	No charge	
<b>Allergy Services</b>		
<i>Office visits testing</i>	OV Copayment	
<i>Injections – 80 within 3 years</i>	No charge	

**HOSPITAL CARE – Prior authorization required.**

<b>Semi-private room</b>	NO Copayment	Deductible & Coinsurance
<b>Maternity and newborn care</b>	NO Copayment	
<b>Skilled nursing facility – up to 120 days per calendar year</b>	NO Copayment	
<b>Rehabilitative services – up to 60 days per person per calendar year</b>	NO Copayment	
<b>Outpatient surgery – in a hospital or surgi-center</b>	NO Copayment	

**EMERGENCY CARE**

<b>Walk-in centers</b>	OV Copayment	Deductible & Coinsurance
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Urgent care – at participating centers only	UR Copayment	Not covered
Emergency care – copayment waived if admitted	ER Copayment	ER Copayment
Ambulance	Covered	Covered

**OTHER HEALTH CARE**

Outpatient rehabilitative services <i>60 visit maximum for PT, OT, ST and Chiropractic services per member per calendar year</i>	No Copayment	Deductible & Coinsurance
Prosthetic devices	Unlimited	
Durable medical equipment	Unlimited	

**PRESCRIPTION DRUGS thru EXPRESS SCRIPTS**

Generic	\$5 retail up to 34 day supply	No-copay, mail order up to 100 day supply
Listed Brand	\$10 retail up to 34 day supply	No co-pay, mail order up to 100 day supply
Maximum per calendar year, per person. Cap thru ESI. Once cap is met, submit to Anthem as 'out-of-network', subject to deductible & coinsurance	\$5,000	\$200 deductible, 80% coinsurance

**MENTAL HEALTH/SUBSTANCE ABUSE CARE**

Inpatient - Unlimited	No charge	Deductible & Coinsurance
Outpatient/office visits -Unlimited	OV Copayment	

**\* Schedule of health examinations:**

- AGE 0 UP TO AGE 1-7 VISITS
- AGE 1 UP TO AGE 5-7 VISITS
- AGE 5 UP TO AGE 12- 1 EVERY YEAR
- AGE 12 UP TO AGE 22- 1 EVERY YEAR
- 22+ 1 EVERY YEAR

**Note:** In situations where the member is responsible for obtaining the necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied. Please refer to the brochure in your enrollment kit for information on the discounts we offer on health-related services and products.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

**APPENDIX H-1**  
**EAST HARTFORD RETIREE PPO MEDICAL PLAN**

	<u>In Network</u> <u>You pay:</u>	<u>Out-of-Network</u> <u>You pay:</u>
Annual Deductible ( <i>individual/2-member family/3+ member family</i> )	Not applicable	\$200/\$400/\$500
Coinsurance		20% after deductible up to
Out-of-Pocket Maximum ( <i>individual/2-member family/3+ member family</i> )	Federal limits	\$1,000/\$2,000/\$2,500
Lifetime Maximum	Unlimited	Unlimited

**PREVENTIVE CARE**

Well child care*	No Charge	<u>Deductible &amp;</u> <u>Coinsurance</u>
Periodic, routine health examinations*	No Charge	
Routine eye exams – <i>one exam every two calendar years**</i>	No Charge	
Routine OB/GYN visits – <i>one exam per year</i>	No Charge	
Mammography <i>1 baseline age 35 - 39 years</i> <i>1 screening per year age 40+</i> <i>Additional exams when medically necessary</i>	No Charge	
Hearing screening – <i>one exam every two calendar years**</i>	No Charge	

**\*\*Hearing and vision exams that are rendered by any provider other than your PCP will take an *OV* copayment**

**MEDICAL CARE**

Primary care office visits	\$10	<u>Deductible &amp;</u> <u>Coinsurance</u>
Specialist consultations	\$20	
OB/GYN care	\$20	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$20	
Laboratory – <b>hospital based</b>	\$25	
Laboratory – <b>free standing</b>	No Charge	
X-ray and Diagnostic Testing	No Charge	
High cost radiology services \$375 max	\$50	
Allergy Services <i>Office visits testing</i>	\$20	
<i>Injections – 80 within 3 years</i>	No Charge	

**HOSPITAL CARE – Prior authorization required.**

Semi-private room	\$250	<u>Deductible &amp;</u> <u>Coinsurance</u>
Maternity and newborn care	\$250	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	No Charge	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery – <i>in a hospital</i>	\$150	
Outpatient surgery – <i>in an ambulatory center</i>	\$50	
Home Health Care – <i>200 visits with a combined max of 80 HHA visits</i>	No Charge	

<b>EMERGENCY CARE</b>	<b>In Network You pay:</b>	<b>Out-of-Network You pay:</b>
Walk-in centers	\$10	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	\$50	Not covered
Emergency care – <i>co-payment waived if admitted</i>	\$100	\$100
Ambulance	No Charge	No Charge

<b>OTHER HEALTH CARE</b>		
Outpatient rehabilitative services <i>60 visit maximum for PT, OT, ST &amp; Chiropractic services per member per calendar year</i>	\$10	Deductible & Coinsurance
Prosthetic Devices - <i>unlimited</i>	No Charge	
Durable Medical Equipment – <i>unlimited</i>	No Charge	
Ostomy Supplies	No Charge	
Infertility – <i>subject to mandated benefits – cycle restrictions apply</i>	\$25	
Specialized infant formula ( <i>State Mandate</i> )	No Charge	

<b>MENTAL HEALTH/SUBSTANCE ABUSE CARE</b>		
Inpatient hospital per stay	\$250	Deductible & Coinsurance
Outpatient office visits including substance abuse	\$10	

<b>PRESCRIPTION DRUGS</b>		
Generic – retail 30 day supply	\$10	
Mail Order 90 day supply	\$20	
Listed Brand – retail 30 day supply	\$20	
Mail Order 90 day supply	\$40	
Non-Listed Brand – retail 30 day supply	\$30	
Mail Order 90 day supply	\$60	
Maximum per calendar year per person thru ESI	\$5000	
Once cap is met, submit to Anthem as out-of-network, subject to deductible and co-insurance	\$200 deductible – 20% coinsurance to max Out-of-Pocket	

**Age Maximum 26 years**

**\* Schedule of health examinations:**

7 exams birth to one

7 exams 1 to 5

One every year 5+

**Note:** In situations where the member is responsible for obtaining the necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Certificate Evidence of Coverage Summary Booklet for more details: **surgical treatment for morbid obesity**, Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

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

**SANDY TO PREPARE APPENDIX H**

APPENDIX H

EAST HARTFORD CENTURY PREFERRED MEDICAL PLAN

<u>Benefit</u>	<u>Century Preferred With Managed Benefits</u>
<u>Costshares</u>	<p align="center"><u>In-Network services subject to copays</u>  <u>In-Network: \$5 Office Copay;</u>  <u>\$25 Emergency Room Copay;</u>  <u>\$0 Outpatient Surgical Copay</u>  <u>\$0 Per Hospital Admission Copay;</u>  <u>Lifetime Maximum-Unlimited</u></p> <p align="center"><u>Out-of-Network services subject to deductible and</u>  <u>coinsurance</u>  <u>Deductible – \$200/\$400/\$500</u>  <u>Coinsurance-80%/20% to \$4,000/\$8,000/\$10,000</u>  <u>Out-of-Pocket Maximum \$1,000/2,000/\$2,500;</u>  <u>Cost share maximum per calendar year</u>  <u>Lifetime Maximum Out-of-Network-\$1,000,000</u></p>
<p align="center"><u>Preventive Care</u></p> <p align="center"><u>Pediatric</u></p> <p align="center"><u>Adult</u></p> <p align="center"><u>Vision</u></p> <p align="center"><u>Hearing</u></p> <p align="center"><u>Gynecological</u></p>	<p align="center">\$5 Copay. Covered according to age-based schedule</p> <p align="center"><u>Exam Schedule</u>  <u>Birth – 1 year ——— 6 exams</u>  <u>1 year – 5 years ——— 6 exams</u>  <u>6 years – 10 years — 1 exam every 2 years</u>  <u>11 through 21 ——— 1 exam every year</u>  <u>22 through 29 ——— 1 exam every 5 years</u>  <u>30 through 39 ——— 1 exam every 3 years</u>  <u>40 through 49 ——— 1 exam every 2 years</u>  <u>50 and over ——— 1 exam annually</u></p> <p align="center"><u>\$5 Copay, covered once every 2 years</u></p> <p align="center"><u>Covered once every two years. \$5 copay</u></p> <p align="center"><u>\$5 Copay. One routine exam every year</u></p>
<p align="center"><u>Medical Services</u>  <u>Medical Office Visit</u></p> <p align="center"><u>Outpatient PT/OT/  Chiro. Speech Therapy</u></p>	<p align="center"><u>\$5 Copay</u></p> <p align="center"><u>\$5 Copay per visit</u>  <u>Covered up to 60 combined treatments per member per</u>  <u>calendar year. (Treatment Plan Required)</u></p>

<u>Benefit</u>	<u>Century Preferred With Managed Benefits</u>
<u>Allergy Services</u>	<u>\$5 Copay for visits &amp; tests (Treatment Plan Required) \$0 Copay— injections</u>
<u>Diagnostic Lab &amp; X-ray</u>	<u>Covered</u>
<u>Surgery Fees</u>	<u>Covered</u>
<u>Office Surgery</u>	<u>Covered</u>
<u>Outpatient MH/SA</u>	<u>In Network covered to 40 visits per calendar year. \$5 copay covered at 50% up to 40 visits per calendar year Out-of-Network</u>
<u>Emergency Care Emergency Room</u>	<u>\$25 Copay (Waived if admitted)</u>
<u>Urgent Care</u>	<u>\$25 Copay</u>
<u>Ambulance</u>	<u>Covered up to \$500 per trip-land Covered up to \$4,000 per trip-air</u>
<u>Inpatient Hospital General/Medical/ Surgical-Maternity (Semi-private)</u>	<u>Note: All hospital admissions require pre-cert  Covered</u>
<u>Ancillary Services (medicine supplies)</u>	<u>Covered</u>
<u>Psychiatric</u>	<u>Covered up to 60 days per calendar year (120 partial)</u>
<u>Substance Abuse/ Detox</u>	<u>Covered up to 45 days per calendar year (90 partial)</u>
<u>Rehabilitative</u>	<u>Covered up to 60 days per calendar year</u>
<u>Skilled Nursing Facility</u>	<u>Covered up to 120 days per calendar year</u>
<u>Hospice</u>	<u>Covered</u>
<u>Outpatient Hospital Outpatient Surgery Facility Charges</u>	<u>Covered</u>
<u>Diagnostic Lab &amp; X-ray</u>	<u>Covered</u>
<u>Pre-Admission Testing</u>	<u>Covered</u>
<u>Other Services</u>	
<u>Durable Medical Equipment</u>	<u>Covered</u>
<u>Prosthetics</u>	<u>Covered</u>



APPENDIX H-2

EAST HARTFORD POLICE  
HDHP SCHEDULE OF BENEFITS

Effective July 1, 2014 – ANTHEM LUMENOS

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Covered Person Plan Year Deductible	\$1,500 single * \$3,000family **	
Covered Person Coinsurance	Not Applicable	20%
Covered Person Plan Year Out-of-Pocket Limit	\$1,500 single*** \$3,000 family****	\$4,000 single*** \$8,000 family****
* Applies to Prescription Drug Copayments		
Lifetime Maximum	Unlimited	Unlimited
<p><b>*Single Deductible</b> –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><b>**Family Deductible</b> – 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><b>***Single Out-of-Pocket Limit</b> – 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><b>****Family Out-of-Pocket Limit</b> – 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>		

<b>PREVENTIVE SERVICES</b>		
<b>Well Child Care</b>	No Cost-Share	Deductible & Coinsurance
<b>Adult Physical Examinations</b>	No Cost-Share	Deductible & Coinsurance
<b>Other Preventive screenings including but not limited to:</b> 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  (See Preventive Services in the Covered Services section for additional information)	No Cost-Share	Deductible & Coinsurance
<b>Immunizations and Vaccinations</b> (Other than those needed for travel, see OTHER MEDICAL SERVICES section of the Schedule of Benefits)	No Cost-Share	Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
<b>All Inpatient Admissions</b>	Deductible	Deductible & Coinsurance
<b>Specialty Hospital</b> 100 days per Member per Calendar Year	Deductible	Deductible & Coinsurance
<b>Outpatient Surgery</b> (Including colonoscopy)  Note: See Other Medical Services section also, for Outpatient Surgery rendered in an ambulatory surgical center	Deductible	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
<b>Diagnostic, Laboratory and X-ray Services</b>	Deductible	Deductible & Coinsurance
<b>High Cost Diagnostic Tests</b> MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
<b>THERAPY SERVICES</b>		
<b>Outpatient Rehabilitation</b> Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per Calendar Year	Deductible	Deductible & Coinsurance
<b>Other Therapy Services:</b> 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

<b>Allergy Office Visit/Testing</b>	Deductible	Deductible & Coinsurance
<b>Allergy Injections</b> Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
<b>MEDICAL EMERGENCY / URGENT CARE SERVICES</b>		
<b>Emergency Room Treatment</b> Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
<b>Urgent Care Services</b>	Deductible	Paid as In-Network Emergency Room
<b>Ambulance</b> Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
<b>PHYSICIAN MEDICAL/ SURGICAL SERVICES</b>		
<b>Medical Office Visit</b>	Deductible	Deductible & Coinsurance
<b>Surgical Services</b> Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible	Deductible & Coinsurance
<b>Non-Surgical Services of a Physician or Surgeon</b> (Other than a medical office visit) These services may include after care or attending medical care	Deductible	Deductible & Coinsurance
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
<b>Outpatient Treatment for Mental Health Care and Substance Abuse Care</b>	Deductible	Deductible & Coinsurance
<b>Inpatient Hospital Services</b> In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
<b>Inpatient Rehabilitation Treatment for Substance Abuse Care</b> In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
<b>OTHER MEDICAL SERVICES</b>		
<b>Outpatient Surgery</b> In a licensed ambulatory surgical center (not located in a Hospital setting) (including colonoscopy)  Note: See the Hospital Services section also for Outpatient Surgery rendered in a Hospital setting.	Deductible	Deductible & Coinsurance
<b>Skilled Nursing Facility</b> Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
<b>Immunizations and Vaccinations for Travel</b>	Deductible	Deductible & Coinsurance

<p><b>Prescription Drugs:</b></p> <p><b>Retail Pharmacy:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Diabetic equipment, drugs and supplies</p> <p><b>Specialty Pharmacy</b> The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p><b>Mail Order Prescription Drug Program</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.</p> <p>Diabetic drugs and supplies</p>	<p>Deductible &amp; then:</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug</p>	<p>Deductible &amp; Coinsurance per prescription</p> <p>Deductible &amp; Coinsurance per prescription</p> <p>Deductible &amp; Coinsurance per prescription</p>
<p><b>Human Organ and Tissue Transplant Services</b> Unlimited maximum</p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>
<p><b>Home Health Care</b> (Including In-Home Hospice Care)</p> <p>Nursing and therapeutic services limited to 200 visits</p> <p><b>In the Home Hospice Medical Social Services</b> under the direction of a Physician Up to \$420.</p>	<p>Deductible</p> <p>Deductible</p>	<p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p>
<p><b>Infusion Therapy</b> Unlimited lifetime maximum</p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>
<p><b>Durable Medical Equipment and Prosthetic Devices</b></p> <p><b>Hearing Aid Coverage</b> Available for dependent children age 12 years and under</p> <p><b>Diabetic equipment, and supplies</b></p>	<p>Deductible</p>	<p>Deductible &amp; 50% Coinsurance</p>
<p><b>Ostomy Related Services</b></p>	<p>Deductible</p>	<p>Deductible &amp; 50% Coinsurance</p>
<p><b>Hospice Care (inpatient)</b></p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>
<p><b>Wig</b> Up to \$500 maximum per Member per Calendar Year.</p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>
<p><b>Specialized Formula</b></p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>

APPENDIX H-3

DENTAL PLAN

Benefit Description - Triple Option Program

	PPO In Network No Deductible	Flex Dental \$50 Deductible*	Out of Network \$200 Deductible
Benefit	Coinsurance	Coinsurance	Coinsurance
Unlimited Annual Maximum			
Preventive Services	100%	100%	80%
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (included with oral evaluation)	100%	100%	80%
Fluoride Treatment	100%	100%	80%
Space Maintainers	100%	100%	80%
Sealants	100%	100%	50%
Diagnostic Services	100%	100%	70%
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (included with oral evaluation)	100%	100%	70%
Restorative Services	100%	100%	50%
Amalgam Fillings	100%	100%	50%
Resin Fillings**	100%	100%	50%
Endodontics	100%	80%	50%
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
Oral Surgery			
Simple Extractions	100%	100%	50%
Surgical Extractions & 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	50%	50%	Not Covered
Gingival Curettage	50%	50%	Not Covered

	PPO In Network No Deductible	Flex Dental \$50 Deductible*	Out of Network \$200 Deductible
Unlimited Annual Maximum			
Benefit	Coinsurance	Coinsurance	Coinsurance
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and Oral Lesions	50%	50%	Not Covered
Prosthodontics	50%	Not Covered	Not Covered
Dentures, Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, Fixed and Removable	50%	Not Covered	Not Covered
Addition of Teeth to Partial Denture to Replace Extracted Teeth	50%	Not Covered	Not Covered
Inlays, Onlays, and Crowns not Part of Bridge	100%	50%	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia \$1,000 Lifetime Maximum. 372A	50%	50%	Not Covered

Duration of coverage for non-spouse Dependents pursuant to Article XVII, Section 1(c).

\* Flex dental deductible does not apply to Preventive Services.

\*\* Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the Maximum Allowable.

APPENDIX H-4

EAST HARTFORD POLICE  
BLUE VIEW VISION PLAN  
SCHEDULE OF BENEFITS

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

<b>COVERED SERVICES</b>	<b>COPAYMENTS/MAXIMUMS</b>	
	<b>Network Providers</b>	<b>Out-of-Network Providers</b>
<b>Prescription Lenses</b>		
<b>Standard:</b> (including factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under 19 years old)		
<b>Basic Lenses (pair)</b>		
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).		
<b>Frames</b>		
(Limited to one frame per calendar year)	\$130 retail amount, then 20% off any remaining balance	Reimbursed up to \$64
<b>Prescription Contact Lenses</b> (traditional or disposable)		
<b>Non-Elective Contact Lenses</b> (availability once every calendar year)	Covered in full	Reimbursed up to \$210
<b>Elective Contact Lenses (in lieu of eyeglass lenses allowances)</b> (availability once every calendar year)	\$130 retail amount	Reimbursed up to \$105
<b>Note:</b> 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 I  
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 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 health insurance carrier providing my insurance coverage is \_\_\_\_\_.

This plan covers:  my spouse  my family and  myself (check all that apply).

Attached is documentation of my enrollment in the above plan.

In exchange for opting-out of health insurance, I elect to receive a cash payment (totaling \$1,000 for individual employee coverage, \$1,250 for employee plus one dependent coverage, or \$1,500 for employee plus family coverage, or on or after July 1, 2019, totaling \$1,700 for individual employee coverage, \$1,950 for employee plus one dependent coverage, or \$2,200 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 Name PRINT \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_



APPENDIX J  
COMPENSATORY TIME LEAVE

a) Full Shift Patrol Comp Day Leave:

The Town will grant full shift Comp Day Leave to any requesting officers per shift, up to and including (one) 1 shift absence that results in hiring a replacement officer. Advance notice of not less than 18 hours is required, unless waived by a ~~Commander~~Deputy Chief, for the one (1) full shift of Comp Day Leave that would require overtime replacement. Once the shift absence for Comp Day Leave requiring replacement has been granted, no additional Comp Day Leave will be granted without the approval of the Operations Bureau ~~Commander~~Deputy Chief.

b) Partial Shift Patrol Comp Hours Leave:

1. The Town will grant partial shift Comp Hours Leave to any requesting officers per shift until the minimum eight (8) Officers are scheduled. The taking of compensatory hours in the middle of a shift will be allowed only at the discretion of the Watch ~~Commander~~Deputy Chief based on needs of the department. Once only eight (8) officers remain scheduled, partial shift Comp Hours will be allowed only at both the beginning and the end of a shift. Only one officer will be hired on overtime to cover Comp Hours (beyond the 1½ hour overlap period) granted at the beginning of each shift and only one officer will be hired on overtime at the end of each shift. An officer volunteer from the shift being relieved will extend and/or an officer from the following shift will come in early to cover the Comp Hours Leave. This partial shift Comp Hours replacement hiring will be done with seniority determining who is first offered the overtime hours to cover the absence. If no officer volunteers to either extend or come in early, the Comp Hours Leave will be cancelled or not granted. No ordering-in will occur to cover Comp Hours Leave.
2. More than one (1) person may be allowed to take partial shift Comp Hours during the overlap period. The Watch ~~Commander~~Deputy Chief for the off-going shift shall assume responsibility for adequate staffing and shall retain the current right to restrict this Leave to maintain such staffing levels.
3. The 18 hour advance notice requirement does not apply to partial shift Comp Hours Leave.

c) Non-Patrol Compensatory Leave

For any Division where there is no mandatory staffing level, Compensatory Leave may be taken when the officer's absence will not affect the quality of service delivered to the public or the department.

d) Training Sessions

During a scheduled Training Session, requests may be made for Compensatory Leave for exceptional needs, but will require the approval of the Training Division Supervisor to ensure that mandatory areas of training are met by all officers.

e) Accrued Leave, General Rules:

The current practice for Leave, other than compensatory time, will continue, for example:

- 1 person will be allowed to be on Vacation Week Leave for each 5 man subset of each squad or 2 people off for each 10 person grouping. Vacation Weeks will take precedence over Vacation Days.
- 1 Officer hired on OT for a Vacation Day.
- 1 Officer hired on OT for an Earned Day.
- 1 Officer hired on OT for a Comp Day.
- 1 Officer hired on OT to cover partial shift Comp Hours at the beginning of a shift.
- 1 Officer hired on OT to cover partial shift Comp Hours at the end of a shift.

f) Compensatory Time Accrual vs. Overtime Pay

Compensatory time may be accrued instead of overtime pay, at the officer's discretion, for all overtime that is not reimbursed by a third party or by a grant. Compensatory Time earned is returned at a time and one half rate.

1. Compensatory Time Always Allowed (Examples)

- Normal duty (the usual police work that results in overtime e.g. shift extension, call back, etc.)
- Memorial Day
- Riverfest
- Podunk festival
- Chili festival
- Court Time
- DMV Hearings

2. Compensatory Time Not Allowed (Examples)

- UConn Football Games, Stadium Events
- Federal or State Grants

3. Other

- Other Special Events, Strikes, Natural Disasters – Management reserves the right to allow Compensatory Time or pay OT regardless of whether or not 3rd party or grant funded.

g) Other Considerations:

- Management reserves the right to pay officers for the amounts of compensatory time accrued in excess of 200 hours in the event that staffing levels prohibit taking the compensatory time in a timely and fair manner.
- Employees will not be ordered to or forced to use compensatory time.
- Overtime pay will be substituted for all denied requests of compensatory time.

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

APPENDIX K

MEMORANDUM OF UNDERSTANDING

WHEREAS, EHPOA and the Town of East Hartford engaged in negotiations of a successor Collective Bargaining Agreement for the period commencing July 1, 2007;

WHEREAS, the Town and the Union agreed in the negotiations to extend the timeline for filing a grievance at the first and second step of the grievance procedure under Article XXIII in consideration for this Memorandum of Understanding.

NOW, therefore, in exchange for the Town's agreement to extend the filing deadlines and the other mutual covenants, promises, and agreements contained herein, the parties hereby agree as follows:

1. The Union will place, on the official Union Grievance Form, which has heretofore been used by the Union for filing grievances with the Town, the following notation:

If this grievance is signed by other than a member of the Executive Board of EHPOA, the Grievant hereby certifies that he/she has delivered a copy of this grievance to Employee Number \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Grievant

2. The lack of, or any defect in, the certification referenced in the preceding paragraph on a grievance form shall not, in any way, form the basis of a challenge by the Town to the processing of the grievance including but not limited to any claim in regard to arbitrability.
3. This agreement for the inclusion of the certification contained in paragraph 2 above shall not exclude EHPOA from otherwise revising its grievance form.

Dated at East Hartford this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

East Hartford Police Officers' Association

Town of East Hartford

By: \_\_\_\_\_

By: \_\_\_\_\_

APPENDIX L  
ATTESTATION FOR \$250 WELLNESS REWARD

THE ORIGINAL FORM SHOULD BE SUBMITTED DIRECTLY TO:  
Sandy Franklin, Human Resources  
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 the calendar 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: \_\_\_\_\_**

**and that the exam included appropriate screenings.**

**Physician's Name:** \_\_\_\_\_

**Date of Physical:** \_\_\_\_\_


**Physician's Signature:** \_\_\_\_\_



## MEMORANDUM

**DATE:** October 23, 2017

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance 

**TELEPHONE:** (860) 291-7246

**RE:** **Police Officer's Labor Contract Settlement - Contingency Transfer**

---

By way of this memo, attached please find the Budgetary Transfer of Funds form for the settlement of the Police Officer's Labor Contract.

With approval, this form will provide the funding to satisfy the contract settlement through June 30, 2018.

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

Town Of East Hartford  
Request for Budgetary Transfer of Funds

Department Name CONTINGENCY  
Fund Name General

Date October 23, 2017  
Fiscal Year 2017-18 Fund Number GO1

To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Police Administration – Permanent Services	G5203-60110	\$ 228,363	Contingency Reserve – Contract Neg	G9600-60201	\$ 228,363
	Total	\$ 228,363		Total	\$ 228,363

**JUSTIFICATION:** Provide detail and specific reasons for this transfer.

This should include future budget impact on both the “to” and the “from” accounts. Attach additional information if necessary.

To provide a source of funds to settle the Police Officer’s Labor Contract for the fiscal year ending June 30, 2018.

Signature- Director/Department Head \_\_\_\_\_



Approvals



Finance Director

10/23/17

Date Approved

\_\_\_\_\_  
Mayor

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

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

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

**FINANCE DEPARTMENT USE ONLY**

Transfer \_\_\_\_\_

Date Entered \_\_\_\_\_

Entered By \_\_\_\_\_

The Town of East Hartford  
 Analysis of the Police Contract  
 Prepared as of October 23, 2017

<u>Wages</u> 2%, 2%, 1%	<u>Medical Prem. Share and seed</u> 16%, 16%, 14% FIER to Alloc. Year 3 Seed unchanged
----------------------------	--

Employees Covered 124

	Base @6/30/17	Precon. GWI 0.00%	6/30/17 Base Total	Year 1 @7/17 2.00%	6/30/18 Base Total	Year 2 @7/18 2.00%	6/30/19 Base Total	Year 3 @7/19 1.00%	6/30/20 Base Total
Reg. Wages	10,047,136	-	10,047,136	200,943	10,248,079	204,962	10,453,040	104,530	10,557,571
OT Wages	1,371,025	-	1,371,025	27,421	1,398,446	27,969	1,426,414	14,264	1,440,679
<b>Total</b>	<b>11,418,161</b>	<b>-</b>	<b>11,418,161</b>	<b>228,363</b>	<b>11,646,524</b>	<b>232,930</b>	<b>11,879,455</b>	<b>118,795</b>	<b>11,998,249</b>

Year	Wage Inc. Per Year	Wage Inc. Total	Year 1	Year 2	Year 3
Pre	-	-			
1	228,363	228,363	228,363	228,363	228,363
2	232,930	461,294		232,930	232,930
3	118,795	580,088			118,795
4	-	-			-
<b>Total</b>		<b>1,269,745</b>	<b>228,363</b>	<b>461,294</b>	<b>580,088</b>

Total Per Year	Total Per Contract	Net OPEB Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
-	-	-	-	-	0.0%
228,363	228,363	-	228,363	228,363	2.0%
232,930	461,294	-	232,930	461,294	2.0%
118,795	580,088	69,300	49,495	510,788	0.4%
-	-	-	-	-	
-	-	-	-	-	
<b>580,088</b>	<b>1,269,745</b>	<b>69,300</b>	<b>510,788</b>	<b>1,200,445</b>	<b>4.4%</b>

Annualized 1.5%

OPEB Contribution: Post 7/1/14 hires = 3% of step 1 Police Officer pay = \$1,700 (Existing)  
 OPEB Contribution: Pre 7/1/14 hires = 1% of step 5 Police Officer pay = \$700 (New)


Year	Post	Pre	Total
2020	42,500	69,300	111,800
2023	85,000	51,800	136,800
2028	127,500	34,300	161,800
2032	170,000	16,800	186,800
2037	210,800	0	210,800

Other non-material "Operational Costs"	"Operational Savings"
FTO adjustments	Adjusted sick leave for new hires
Clothing allowances	Amended PPO in retirement
Work assignments	Longevity payouts
Collage Degree payments	Premium cost shares
Opt out payments	Lower medical expenses





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 16, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: TENTATIVE AGREEMENT: Between the Town of East Hartford and Local 1174,  
Council 4, AFL-CIO

---

On October 26, 2017 and November 08, 2017, the Town of East Hartford (the "Town") and the Local 1174 Council 4, AFSCME, AFL-CIO (Local 1174 Union) (collectively herein "the Parties") entered into tentative agreements for a new collective bargaining agreement effective July 1, 2017 through June 30, 2021. The tentative agreements were ratified by the bargaining unit members on November 09, 2017.

The impetus for the tentative agreement centered on better controlling health insurance costs for active employees. During the negotiation process the Town negotiating committee focused on the need to 1) eliminate the 50% portion of the seed funded by the Town, for the High Deductible Health Plan ("HDHP Plan") paired with a Health Savings Account ("HSA"), 2) Negotiate wages comparable to what has been recently negotiated with other unions in the Town and 3) improve efficiencies in the operations.

The duration of the agreement is for four years. Below is a summary listing of the financial items that were negotiated:

### Health Insurance

Year 1 – Effective upon the signing of the TA, Allocated Rate 16.75%  
Year 1 – Effective 01/01/2018 Allocation Rate 14%  
Year 2 – Allocated Rate 12% Seed 25%  
Year 3 – Allocated Rate 11% Seed 25%  
Year 4 – Allocated Rate 10% Seed 0

### Wellness Incentive

Effective on July 1, 2020 the incentive will increase to \$500.00 when the Town seed ends.

### Wages:

July 1, 2017 - June 30, 2018	2%
July 1, 2018 - June 30, 2019	2%
July 1, 2019 - June 30, 2020	1%
July 1, 2020 - June 30, 2021	1%

In addition to the above financial items the successor agreement also contains operational changes that were negotiated to improve efficiencies in operations and salary upgrades which were negotiated. Below is a summary listing of these negotiated items:

- Effective July 1, 2018, Automotive Waste Drivers will work a new workweek schedule with new waste pick-up routes created to improve operations.
- New hired employees will serve a one (1) year probationary period. The current contract language limits the probationary period to one-hundred and twenty (120) days
- For purposes of scheduling overtime equalization shall take place monthly. The current contract language requires equalization on a daily basis.
- New hire employees shall be required to work mandatory overtime.
- Eleven of the fifty-three (53) employees in the union will be upgraded as follows:

#### Parks Division

The two employees in the Parks Maintainer III position will be moved from salary grade 48 to salary grade 50. Attached for your review is a copy of the Parks Maintainer III job description highlighting the negotiated salary grade change.

#### Highway Division

The three division employees in the Maintainer III position will be upgraded to the Maintainer IV position in salary grade 52. The sweeper operator, light equipment operator and educator duties, currently individually assigned to the three division employees per their current Maintainer III job descriptions will be consolidated into the Maintainer IV job description. Attached for your review are copies of the Highway Maintainer III job descriptions and a copy of the Maintainer IV job description highlighting the negotiated language change with added responsibilities for the position.

#### Fleet Maintenance Division

The one division employee in the Parts Clerk position will be moved from salary grade 44 to salary grade 48. Attached for your review is a copy of the job description highlighting the negotiated salary grade change.

#### Sanitation Division

The five division Sanitation Utility Workers will receive one additional dollar per hour in the new salary grade 45. Attached for your review is a copy of the job description highlighting the negotiated salary grade change.

Attached to this memorandum is a letter from the Town's Director of Finance, Michael Walsh, with a financial analysis of the four-year settlement agreement. Also attached for your review are copies of the two tentative agreements between the Town of East Hartford and Local 1174 Union; a draft copy of the Successor Collective Bargaining Agreement highlighting all of the new language changes; and copies of all the job descriptions indicated above.

I respectfully request that this item be added to the Council agenda for the November 28, 2017 Council meeting. The tentative agreement needs to be submitted to the Council within fourteen days from the date the union members ratified the agreement, November 09, 2017. In accordance to Section 7-474 (b) 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."

Since this matter involves a need to fund the successor collective bargaining, the Town's Attorney, Public Works, Finance and Human Resources Directors will be present at the November 28, 2017 Council meeting should there be any questions or concerns, or a need to go into executive session.

C: M. Walsh, Finance Director  
T. Bockus, Public Works Director  
S. Malave, Human Resources Director

# OFFICE OF HUMAN RESOURCES

November 15, 2017

To : Marcia A. Leclerc, Mayor  
From : Santiago Malave, Human Resources Director  
Re : Local 1174 Union Tentative Agreement



Attached for your review is a suggested transmittal letter to the Council Chairman regarding the Tentative Agreements between Town of East Hartford and Local 1174, Council 4, AFSCME, AFL-CIO Union (hereinafter "Local 1174 Union") for a successor collective bargaining agreement effective July 1, 2017 through June 30, 2021. The tentative agreements were ratified by the Local 1174 Union members on November 09, 2017.

The impetus for the tentative agreements centered on better controlling health insurance costs for active employees. During the negotiation process the Town negotiating committee centered on the need to 1) eliminate the 50% portion of the seed funded by the Town for the High Deductible Health Plan ("HDHP Plan") paired with a Health Savings Account ("HSA"), 2) negotiate wages comparable to what has been negotiated with other units in the Town and 3) improve efficiencies in the operations of the department..

Attached to this memorandum is a memorandum from the Town's Director of Finance, Michael Walsh, with a financial analysis of the four-year settlement agreement. Also attached for your review is a copy of the tentative agreements between the Town of East Hartford and Local 1174 Union; a draft copy of the Successor Collective Bargaining Agreement highlighting all of the new language changes; and copies of all the job descriptions noted in the tentative agreement with the highlighted negotiated changes.

The tentative agreement needs to be submitted to the Council within fourteen days from the date the union members ratified the agreement, November 09, 2017. In accordance to Section 7-474 (b) 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 added to the Council agenda for the November 28, 2017 Council meeting.

Since this matter involves a need to fund the successor collective bargaining, the Town's Attorney, the Public Works, and Finance Directors and I will be present at the November 28, 2017 Council meeting should there be any questions or concerns, or a need to go into executive session.

Cc: Michael P. Walsh, Finance Director  
Timothy A. Bockus, Public Workers Director

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**WORKING AGREEMENT**

**between**

**THE TOWN OF EAST HARTFORD**

**and**

**LOCAL 1174, COUNCIL 4,  
AFSCME, AFL-CIO**

**July 1, 2012 through June 30, 2017**

**July 1, 2017 through June 30, 2021**

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This agreement is entered into by and between the Town of East Hartford, hereinafter referred to as the "Town" and Local #1174 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 purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all employees in the Parks and Recreation Department and Public Works Department as listed in Appendix B, and excludes all non-bargaining unit employees; 818 and MEU 760 members; and part - time and seasonal employees.

**Section 1.1** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination in accordance with all Federal and/or State laws and regulations.

### **ARTICLE II - UNION SECURITY**

**Section 2.0** The Town agrees to deduct weekly Union dues or service 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 or service fees are 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 or service fee 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. The form of the assignment for giving effect to this Article is attached hereto as "Appendix A" and made part of this Agreement.

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

**Section 2.2** The Town's obligation to make such deductions shall terminate automatically upon termination of the employee who signed the authorization, or upon the employee's transfer to a job not covered by this agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired with seniority rights during the life of the contract then in existence.



**Section 2.3** All employees in the Collective Bargaining Unit shall, within thirty (30) days from the date of this Agreement, or from the date of their employment by the Town, become and remain members of the Union in good standing or pay to the Union a service fee, in accordance with the Constitution and by-laws of the Union, during the term of this Agreement or extension thereof, as a condition of employment. No employee shall be required to become a member of the Union or pay a service fee sooner than thirty (30) days from the date of hire and the Union further agrees that no attempt will be made by the Union prior to the expiration of the thirty (30) day period to compel employees to become members of the Union or pay a service fee.

**Section 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 life of this Agreement, it will not authorize, sanction or condone any strike, slowdown or interruption of work.

**Section 2.5** 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 2.6** 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 Article, or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earning of such employee or employees.

**Section 2.7**

- a. Reasonable work rules may be established provided, however:
  1. That no such rules shall override or contradict any Article, Section or Provision of this Agreement.
  2. That the Union shall be notified in writing, promptly when such rules or any changes are proposed.
  3. That the Union may present its position on such rules, or any changes, at a meeting with the Human Resources Director.
  4. When such rules, or any changes, are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive working days before becoming effective.
- b. For the purpose of this Agreement, the term "reasonable work rules" will mean the employees' conduct and the manner of performance on the job.
- c. The Town will provide each employee with a copy of this Agreement and a copy of all reasonable work rules, within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement and a copy of the work rules at the time of hire.

## ARTICLE III - SENIORITY

**Section 3.0** The Town shall prepare a list of full-time employees showing their seniority in length of service with the Town and deliver the same to the Union on December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list. In the event that two or more employees have the same date of hire, the tie breaker for determining which employee has greater seniority shall be a coin toss.

**Section 3.1** Newly hired Employees shall serve a probationary period of one hundred and twenty (120) work days, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. Dismissal of an employee during his probationary period shall not be subject to the grievance procedure. Employees who have completed their probationary periods shall be full-time employees and shall acquire length of service records as of the date of their employment.

**Employees hired after the signing of this Agreement shall serve a probationary period of one (1) year from the date of their hire, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. Dismissal of an employee during his probationary period shall not be subject to the grievance procedure. Employees who have completed their probationary periods shall be full-time employees and shall acquire length of service records as of the date of their employment.**

### **Section 3.2**

- a. All vacancies and new positions shall be posted for a period of five (5) 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. If the senior employee successfully bids for the vacancy or new position, the five (5) days shall be waived. Employees will not be permitted a lateral or demotional transfer outside of their division more than once in a six-month period. Employees wishing to be considered for assignment to such vacancies or new positions may submit their request in writing to the supervisor, Human Resources or through any Union officer or steward.
- b. Copies of the 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 3.3**

- a. When a vacancy exists, or a new position is created, the senior employee within the division in which the vacancy or new position exists shall be given the opportunity to fill such vacancy or new position if he has the ability to perform the work. The senior employee shall be deemed to be qualified to perform the work if he has, within the last two years, been temporarily promoted into the same position for a period of at least thirty days. The senior employee may be deemed qualified for the position if he has previously been trained by the Town to perform the work required in same and is

certified as qualified for the position by the Director of his department. In judging the candidate's qualification, the Director may consider the employees performance.

1. If the senior employee has in the past refused a temporary promotion to the position or training for the position, he may request, and the Town may at its discretion, administer to him a pass/fail practical test to determine whether or not he has the ability to perform the work. If the test is administered, and is failed by the employee, the vacancy or new position shall be filled by the next senior employee who has the ability to perform the work.
  2. If a promoted employee proves to be unable to perform the work, within thirty (30) days, the employee shall be returned to a position in the former classification and shift in the division from which the employee came. This shall not have any effect on any future promotions to other positions, or to the same position, if the employee can provide evidence that he/she has undertaken the training necessary to qualify for the position.
  3. Senior employees will be given the first opportunity to train for higher classifications. If an employee refuses the opportunity to gain experience for work in a higher classification, it will then be necessary for the employee to be qualified to perform the work of the higher classification at the time of bidding; as provided for above.
- b. If none of the employees in the division qualify to fill the new position or vacancy, such position or vacancy may be filled by the most senior, qualified employee from any other division in the bargaining unit if he has the ability to perform the work. The senior employee shall be deemed to be qualified to perform the work if he has, within the last two years, been temporarily promoted into the same position for a period of at least thirty days. The senior employee may be deemed qualified for the position if he has previously been trained by the Town to perform the work required in same and is certified as qualified for the position by the Director of his department. In judging the candidate's qualification, the Director may consider the employees performance. If the senior employee refuses the position or vacancy, it shall be offered to the employee who stands next to the most senior employee on the seniority list and is qualified for the vacancy or position. For the purposes of this section, as well as section 3.4(A) below, the Parks Department shall be considered as a division.
- c. The person appointed to the vacancy or new position and the Union Secretary shall be notified, in writing, of the appointment. All such appointments shall be made not later than seven (7) working days after the posting period.
- d. Should a permanent full-time employee become unable to perform the work for which the employee was hired, such employee shall be eligible to apply for other Town employment for which he is qualified and for which a vacancy exists, for a period of two years from his termination date.

**Section 3.4** Layoffs shall take effect as follows:

- a. Part-time employees of Local #1174,
- b. Employees working twenty (20) hours a week,
- c. Probationary employees,
- d. Full-time employees with the least seniority in the bargaining unit first, within the classification. A laid-off employee shall have bumping rights laterally or downward within the bargaining unit based on his seniority and his ability to perform the job within thirty (30) days of the bumping.

**Section 3.5** To relieve excesses of help in any department or division wherein a layoff might be required, The Town shall have the right to transfer the least senior employee, after layoffs have been made, to a position in another department or division wherein the employee's services can be utilized.

- a. In no instance where such transfers are made shall the employee be transferred to a position in a higher classification grade.
- b. In those instances where such transfers resulted in demotion to the employee, before new employees are hired in his/her former department or division, such demoted employee will be transferred back to his/her former job and rate provided such position is vacant and funded.

**Section 3.6** Temporary layoffs due to breakdown of equipment, shortage of supplies, or causes of similar nature, not to exceed seven (7) working days may be made by the Town irrespective of Section 3.4.

- a. An employee shall not be temporarily laid off more than once in any calendar year until all other employees in the same position classification in the department or division affected shall have been temporarily laid off once.
- b. If there is a series of such temporary layoffs, the Town will make an equal distribution of such lost time during the calendar year.

**Section 3.7** Laid-off employees with the most seniority, in the reverse order provided in Section 3.4 of the Article, shall be rehired first and no new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

**Section 3.8** Part-time employees are those employees who are not on the list furnished to the Union under Section 3.0 of this Article.

**Section 3.9** 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 3.10** An employee shall lose seniority rights under any of the following circumstances:

- a. If the employee resigns
- b. If the employee is discharged for just cause
- c. If the employee has been laid off for lack of work and such layoff continues for more than two (2) years
- d. If the employee fails to report to work within ten (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/her desire to return within five (5) days.
- e. If an employee accepts a position with the Town, not within the jurisdiction of this bargaining unit and later returns to a bargaining unit position; provided, however, there will be no loss of seniority if the employee returns to a bargaining unit position within one (1) year from date of leaving. The provisions of this sub-section will be effective from the date of this Agreement forward.

**Section 3.11** For all purposes, except layoff, the seniority rights of the Union President, vice-president, Secretary, Treasurer, Executive Committee, and the present number of Stewards, shall be exactly the same as the seniority rights of all other employees, except that in the case of a layoff, the above-named Union Officials will have superseniority during their term of office.

**ARTICLE IV - HOURS OF WORK, OVERTIME AND HOLIDAY PAY**

**Section 4.0** The regular hours of employment shall be forty (40) hours per week divided equally over five (5) working days of eight (8) hours each, excluding thirty (30) minutes for an unpaid lunch or supper each day Monday through Friday. The shift schedules will be as follows:

- a. Regular Hours:

<b>1st Shift:</b>	7:00 AM to 3:30 PM
<b>2nd Shift:</b>	3:00 PM to 11:30 PM
<b>3rd Shift</b>	11:00 PM to 7:30 AM

- b. **Optional Summer Hours:** Summer hours (as defined from ~~April 15<sup>th</sup>~~ **the second Monday in May** to ~~Daylight Savings Time~~ **the day after Labor Day**) for the following classifications shall be:

~~\_\_\_\_\_ Golf Maintainer: \_\_\_\_\_ 6:00 AM to 2:30 PM~~

**Park Maintenance Department: 6:00 AM to 2:30 PM**

- c. Sanitation Collection. Sanitation Collectors will be relieved from duty and will receive credit for completing their day's work if all routes are completed and all trucks are

fueled and cleaned for the day before 3:30 PM. The bulk driver is excluded from this incentive program.

Effective July 1, 2018, Sanitation Collectors shall work under the above listed "incentive program", except that the 5<sup>th</sup> day shall be a full day.

**Section 4.1** Time and one-half shall be paid for:

- a. All work performed in excess of eight (8) hours in any one day and forty (40) hours in one (1) week.
- b. All work performed on Saturday.
- c. Sanitation Collectors working on Saturday shall be compensated for an eight (8) hour day.
- d. All work performed by bargaining unit employees who continue to remain on duty whenever Town offices (excluding the Board of Education) are closed due to weather conditions.

**Section 4.2** Double time shall be paid for:

- a. All work performed on Sunday.
- b. All work performed on holidays. 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.

**Section 4.3** A record of all overtime shall be posted ~~weekly~~ monthly on Union bulletin boards. The Union will be given a list of all overtime hours and hourly rate paid to each employee annually.

- a. Full-time employees shall be given preference on all overtime assignments.
- b. All overtime work will be charged and shall be divided equally among employees within classifications within the department or division. The first opportunity to work overtime shall be offered to said employee with the lowest amount of overtime.

If additional help is needed for overtime work, other employees within the department will be utilized. If further additional help is needed for overtime work, employees within the classification in other departments will be utilized.

For the purpose of winter overtime assignments, once the Highway Services Division has assigned all available division employees and additional help is needed, assignments shall be made from other divisions and departments. Any overtime work

required at the Golf Course shall be divided equally among the Golf Maintainers and Golf Mechanic.

- c. If an employee is scheduled to work overtime and does not avail himself/herself of the opportunity to work, the employee will be charged with the scheduled overtime as if the employee had worked. Said hours charged will be the hours an employee was or should have been paid. Once the Highway Services Division has utilized all available employees on the winter overtime list, the Town can utilize on a rotating basis available employees on the volunteer lists within the other divisions and departments in a fair manner.
- d. Overtime opportunities shall be offered to the employee(s) with the lowest amount of charged overtime within classification. Said overtime shall be offered in the order in which it becomes available.

For purposes of scheduling, overtime equalization shall take place on a ~~daily~~ monthly basis, and shall be verified and posted ~~weekly~~ monthly, except that scheduled weekend overtime shall remain unchanged once said overtime is scheduled. The parties recognize that from time-to-time circumstances may arise that prevent the Town from performing equalization on a ~~daily~~ monthly basis.

For purposes of compensating employee disparities in overtime, if any, overtime equalization within classification, shall be equalized within twenty 20 hours during a fiscal year.

The Town will not call in any employees for overtime, regardless of the amount of overtime previously offered or worked, if employees are out sick. If an employee is out sick on a Friday, the Town may, in its sole discretion, still consider the employee for Saturday overtime. However, if the employee is out sick on a Friday, he or she shall still be considered eligible for overtime on Sunday.

The Town will not call in any employees for overtime, regardless of the amount of overtime previously offered or worked, while employees are on vacation, unless employees state in writing, on their initial vacation request form, that they want to be contacted for overtime opportunities.

Employees may volunteer for overtime outside of their department only after they have volunteered within their department.

- e. All employees will be given three (3) hours notice, prior to the completion of their regular work day, when overtime work is to be performed to extend the regular work day. If such notice is not given, there will be no charge as provided for in Section c above.
- f. Whenever acts-of-nature makes it necessary, employees shall be required to work overtime. Volunteer overtime lists shall be developed for the six month periods

beginning November 1 and April 1 of each year. The lists shall be for the purpose of overtime assignments when extreme weather conditions necessitate, and such lists shall be the first source of manpower used by the Town.

**For employees hired prior to December 12, 2017 only:** An employee who volunteers to be placed on the list, and who is personally contacted regarding an overtime assignment, shall be allowed three (3) refusals during the November 1 to April 15 period. Any refusal by the employee over three (3) during the above cited period shall result in the employee's name being removed from the list for the balance of the period.

#### **Section 4.4**

- a.
  - i. When an employee is called in for work for sanding and plowing operations outside the employee's regularly scheduled working hours, the employee shall be paid for the actual time worked at the applicable overtime rate.
  - ii. If the employee is called within four (4) hours of the start of his regularly scheduled shift, the employee shall receive clock time only at the applicable overtime rate.
  - iii. If the employee is called in after the end of the shift and prior to 3:00 a.m. of the next work day, he shall receive a minimum of four hours of pay at the applicable overtime rate. The employee will receive an additional one-half hour of overtime pay if he arrives at work within one hour of the call-in.
- b. This provision shall not apply to the employee(s) designated to handle special assignments. The employee(s) shall be specifically designated as such and will be paid for actual hours worked at the applicable overtime rate, except that such employee(s) shall receive not less than nine (9) hours pay per week for such work and/or stand-by service. All employees shall be eligible for the 24 hour call assignment, provided they meet the following requirements:
  1. Employees must possess a valid CDL license.
  2. Employees shall live within five (5) miles of the Town's borders.
  3. Employees must enroll during the sign up period between June 1<sup>st</sup> and June 30<sup>th</sup> of any given year.
  4. Employees must agree that the 24 hour call assignment will be on a rotational basis among the interested parties.
  5. Employees who can't complete some or all of their call assignment shall forfeit their lost time to the next eligible employee on the list. Any substitution(s) carried out by the next eligible employee shall not impact his/her original position in the rotation.
- c. The Town shall provide and pay the costs of beepers utilized by employees on special assignments as described herein. Park Maintenance employees who are on 24-hour call shall respond to all emergencies. Emergencies may include, but are not limited to,



answering a call because another employee who was scheduled for work failed to show or open a facility at the designated time. An employee on 24-hour call will take an updated schedule of all facilities home to verify upcoming events should he receive a call from the Police Department or any other Town Department.

**Section 4.5** Any employee reporting for work, who has been working on the previous day and has not been notified that there will be no work, shall receive four (4) hours pay at his regular base hourly rate of pay. The posting of a notice on the bulletin boards two (2) hours before the completion of the shift of the affected employee shall be sufficient and proper notice. This provision shall not apply in case of any condition beyond the control of the Town.

**Section 4.6**

- a. Employees may be temporarily assigned, within classification and by seniority, to perform work in other departments or divisions, except in the Waste Services Division. Such employees shall work the same work schedules as others regularly performing such work. The Director retains the exclusive right to determine the division or department from which the temporarily assigned employee is chosen.
- b. When temporary assignments are needed in the Waste Services Division, the Town will first seek volunteers for such assignments. If additional help is needed, the least senior Public Works Department employee who is physically capable of performing such work shall be assigned. Such temporary assignments or transfers shall not be used as a means of imposing disciplinary action.

**Section 4.7** All bargaining unit work will be done by bargaining unit employees, unless there are no bargaining unit employees available, except in emergencies or to demonstrate proper techniques or operation.

**Section 4.8** During the period of December 20 to April 1, employees on job site assignments shall be allowed to return to department/division facilities for their lunch period.

**ARTICLE V - HOLIDAYS**

**Section 5.0**

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

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

- b. Any unanticipated holiday or day of mourning declared by the Mayor, Governor, the President of the United States 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. Employees in the Sanitation Division will be granted this day off, in accordance with their respective seniority, from a posted list of available days.

**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** When a holiday occurs on a day in which an employee is on vacation, the employee shall be granted an additional vacation day.

**ARTICLE VI - VACATIONS**

**Section 6.0** All employees covered by this Agreement shall earn vacation at the current base rate of pay as follows:

- a. One week for six (6) 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) or more years of service.
- e. One (1) 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. Vacation earned will be credited and useable upon an employee's anniversary date. Any use of vacation time in advance of the anniversary must be specifically approved at least one week in advance by the Supervisor, and is limited to vacation earned Pro rata.

**Section 6.1** The scheduling of vacation periods will be made by the Town, in accordance with the provisions of Sections 6.2 and 6.3, no later than April 15th of the vacation year. The use of individual vacation days will require that a request be made of the Supervisor at least twenty-four (24) hours in advance, under normal circumstances. A quarter-day or half-day vacation can be used during any two (2) or four (4) hour increments during the work day.

**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 supervisor 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 dates; preference will be given to employee according to Town seniority.

**Section 6.4** When an employee has exhausted his /her sick leave, the employee must elect to use any other accumulated time unless the employee has requested and received a leave of absence as prescribed in Section 7.7A. Requests for such leave shall not be unreasonably withheld, giving due consideration to the employee's employment history with the Town and the reason for the requested leave.

**Section 6.5** When an employee is separated from Town service, the employee shall be paid his/her pro rata accumulated vacation leave. In the event of an employee's death, such payment shall be made to his/her dependent survivor, or his/her estate, if there is no dependent survivor.

**Section 6.6** It is agreed that the employees may accumulate one-half (1/2) of their annual earned vacation to a maximum of ten (10) weeks. 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. However, only forty (40) days of the fifty (50) days shall be credited to the employee's pension calculation. No vacation leave may used during the sixty (60) days prior to retirement without prior approval by the Town. When an employee is separated from Town service, the employee shall be paid pro rata accumulated vacation leave to a maximum of fifty (50) days.

**Section 6.7** In the event an employee is ill during his/her vacation, he/she will be credited for the number of full days the employee was ill. In order to be credited with said vacation time, upon return to work the employee must produce a certificate from a medical doctor verifying days of illness.

## **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 to recover from personal illness or injury, or to permit the absence of the employee for a reasonable period to make arrangements to care for a member of the immediate family. Immediate family, for purposes of this section, is defined in the same manner as in Funeral Leave, Section 7.1.C of this contract.

- a. Accrual of earned sick leave credits will continue while employees are absent from work for 30 calendar days or less due to vacation, injury, or illness, or while the employee is on Workers' Compensation.

- b. Sick leave with pay will not be granted for recuperation from illness or injury which is directly traceable to employment by another employer.
- c. Sick leave will not be used or charged in increments of less than 1/4 day.
- d. 1. It is recognized that abuse and/or excessive use of sick of sick leave benefits places a hardship on the employer and employee alike, and that abuse of sick leave benefits is of mutual concern to both the Town and the Union.
  - 2. In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the Town shall consider all of the following factors:
    - a) the number of days taken, together with the number of occurrences,
    - b) patterns of usage,
    - c) employee's past record,
    - d) reasons for usage,
    - e) extenuating circumstances
  - 3. Prior to taking steps to restrict an employee's use of sick leave, the Town shall provide the employee written notice that his use of sick leave appears to be excessive. Such notice shall be considered as a warning and a copy of it shall be placed in the employee's personnel file.
  - 4. Should the employee's sick leave usage continue to occur in a manner that is deemed to be unacceptable, in full consideration of the circumstances involved, the Town may require the employee to provide a medical certificate as shown in Appendix C for any subsequent sick leave usage. However, prior to the implementation of a required medical certificate, the Town shall notify the employee, in writing, of the medical certificate requirement, stating the effective date of such requirement.
  - 5. A warning or medical certificate requirement shall be subject to review not later than six (6) months from the date of issuance, in accordance with the provisions of two (2) above.
  - 6. For the purpose of preparing evaluations, the use of the number of sick time incidents shall not be the sole determining factor, and each case shall be considered on an individual basis.
  - 7. Sick Leave Occasions - An occasion of sick leave is defined as any one continuous period of absence for the same reason. Sick leave occasions shall not exceed six (6) occurrences in any calendar year. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury or as a follow-up to surgery, the series will be considered one occasion of absence provided that:

- a) the employee provides a statement from the physician that the treatment program is required and indicating the expected number of visits;
- b) advance notice of the appointments is given to the employee's supervisor.

An occasion of absence of unusual duration may subject the employee to disciplinary action.

8. Medical Certificates - 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) or more consecutive working days.
- b) To support a request for sick leave on the day before and day after a holiday, providing the employee has been issued a written warning in accordance with Section 7.0 D.
- c) Leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified that a certificate will be required;
- d) Leave of any duration when evidence indicates that sick leave is being abused and reasonable cause may exist for requiring such a certificate.

9. It shall be the responsibility of the employee to notify the department or division head in advance of such absence, if possible, and in any event within thirty (30) minutes of the start of the work day. If the employee is absent for five (5) or more working days, the employee shall provide the department or division head with a doctor's certificate on the approved form (Appendix C) or substantially equivalent information testifying to the need for absence. Whenever possible, an employee who is absent for more than five (5) working days must notify the employee's department or division head, or foreman, of his/her intention to return to work.

- 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 January, the department head shall notify all employees of the amount of vacation and sick leave to their credit and further shall submit copies of same to the Director of Human Resources who shall maintain a control file on such data.
- f. An employee with perfect attendance (i.e., no time absent due to illness, unauthorized or authorized leave of absence, disciplinary suspension or tardiness), will earn one Personal Day for each calendar quarter of perfect attendance, and an additional

Personal Day for a perfect calendar year. No more than five (5) days may be accumulated.

The employee will give his/her Supervisor at least twenty-four (24) hours notice of his intention to take such leave. Any employee shall be allowed to use one (1) day from accumulated sick leave for his/her birthday during the week of the birthday without affecting Personal Day accrual. Such time shall be granted upon the employee's request and shall be subject to other provisions within this section.

- g. If an employee has unused sick leave at the time of his/her retirement, he/she shall receive pay for each day of unused sick leave up to a maximum of one hundred thirty (130) days.
- h. If an employee has unused sick leave 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 employee's unused accumulation of sick leave up to a maximum of one hundred twenty (120) days.
- i. Any employee hired after 2/17/87 shall have a maximum accumulation of one hundred (100) days under (G) and (H) above.
- j. For the purpose of computing sick leave benefits, rehired employees will be credited with prior service, provided the employee returns within 6 months of leaving Town employment. Such credit shall be for unused sick leave only.
- k. Fathers of babies may be granted the use of three (3) days sick leave at the time of birth or adoption to adjust to new family living conditions.

**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 is absent because of a Town service-connected disability or illness, such absence will not be charged against his/her accrued sick leave.

Employees absent through such service-connected disability and who are eligible for Workers' Compensation payment shall receive salary continuation in an amount which together with weekly Workers' Compensation payments does not exceed his/her net regular pay (gross pay less deductions for Social Security, Income Tax, and pension contributions). Such salary continuation will apply only in the case of temporary total disability. The duration of salary continuation for work-related disability will be one year per injury, or until the employee is able to return to duty, or the employee reaches

maximum medical improvement, or the employee is placed on disability retirement, whichever comes first.

During the period of salary continuation, the Town will provide the employee with his/her regular weekly paycheck. After the period of salary continuation, any Workers' Compensation payments will be made directly to the employee.

In those cases where the disabled employee may receive damages or awards through litigation or settlement against third parties, such employee 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.

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 absence nor shall such provision apply to employees who have volunteered for jury duty.

c. Funeral Leave:

Three (3) consecutive working days of special leave with full pay at current base rate, shall be granted from the date of the death of a member of 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, mother-in-law, father-in-law, brother-in-law, sister-in-law and any other relative that is domiciled in the employee's household.

Funeral leave shall not be counted against an employees earned days.

d. Military Leave:

Employees may 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 training periods do not exceed two weeks per calendar year.
- e. **Personal Days** One (1) personal/sick day of the fifteen (15) potential days which can be accrued per year may be taken during the fiscal year in a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during the working hours. Use of this personal/sick time will not interrupt the earning of Earned Days.

**Effective January 1, 2018, employees shall have one (1) additional personal day annually (which shall not be deducted from any other accrued leave, including sick leave, earned days, etc., to be taken during the calendar year in a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during the working hours. Use of this personal time will not interrupt the earning of Earned Days. Use of this personal time must be taken in the calendar year and shall not be accumulated.**

**Section 7.2 Family Medical Leave:** The Town will comply with the terms of the Federal Family Medical Leave Act, as amended from time to time. Summary of some of the current terms of the Act can be found in Appendix J.

**Section 7.3 Unpaid Leave of Absence:** The Human Resources Director, with the advice of the department head, may grant a non-FMLA 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. Before an employee can request a non-FMLA leave of absence, he/she must use all accrued time available to him/her.

- a. During the period of non-FMLA 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 or vacation leave.
- b. Except as provided for in 7.3.d.2 below, an employee shall be reinstated from unpaid non-FMLA 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 non-FMLA 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 non-FMLA leave of absence commences may be paid at that time. Authorized non-FMLA unpaid leaves of absence for one (1) month or less will not be used as a basis for reducing health insurance benefits.

The Town will not be responsible for payment of health benefits and group life insurance premiums for any employee granted a non-FMLA leave without pay in excess



of one month. The employee, at his/her expense, may continue the Town's group coverage while on leave of absence by prepaying on the first day of each month the rate charged by the Town for coverage they chose while on active employee status.

- 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.
- e. Union officers or their designees shall be allowed the required time to attend official Union conventions and conferences up to a total maximum of twenty-two (22) man days in a two-year period. Advance written notice of at least one week for such conventions or conferences must be given to the department head.

## ARTICLE VIII - WAGES AND BENEFITS

### Section 8.0 - Wages

Effective and retroactive to ~~7/1/2012~~, 7/1/2017 all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.

Effective and retroactive to ~~7/1/2013~~, 7/1/2018 all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.

Effective and retroactive ~~7/1/2014~~, 7/1/2019 all bargaining unit employees and positions shall receive a ~~two percent (2%)~~ one percent (1%) General Wage Increase.

Effective ~~7/1/2015~~, 7/1/2020 all bargaining unit employees and positions shall receive a ~~two percent (2%)~~ one percent (1%) General Wage Increase.

~~Effective 7/1/2016, all bargaining unit employees and positions shall receive a two percent (2%) General Wage Increase.~~

- a. The compensation plan shall be negotiated and made a part of this Agreement and attached hereto as Appendix B.
- b. Employees who work on the second and third shifts will receive their pay on Thursday evening.

### **Section 8.1 - Differentials**

- a. Employees working on a shift other than the regular day shift shall receive a shift differential of ten (10) percent.
- b. The Town agrees to pay all employees required to work on a paving 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 8.2** 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, the employee shall be paid at the lowest step in the higher range which also produces an increase of at least two percent (2%).

An employee permanently promoted into a ~~higher~~ higher level job classification in accordance with Article VIII, Section 8.4 (b) of the Working Agreement between the Town of East Hartford and Local 1174, may be eligible to receive the top step of pay for the higher level position as follows;

The employee was able to demonstrate to the Public Works Director during their temporary promotion period the ability to perform all tasks, duties and responsibilities assigned within the scope of the job description for the higher level job classification permanently promoted.

**Section 8.3** Whenever an employee is permanently moved from a class of position in one grade to a different class in a grade having a lower maximum of pay, the employee shall be paid at the step in the lower range which coincides with the same step he/she received in the former.

### **Section 8.4**

- a. Senior Employees shall have the opportunity to be temporarily promoted to another class having a higher maximum rate of pay. Such promotion shall be granted only after the employee has demonstrated the ability to perform the work by having been temporarily promoted into such position for thirty (30) days in a two-year period or who is the senior employee and has been trained by the Town and certified as qualified by the department head for said higher position. Temporary promotions will only be made when employees in said classification are utilized in said classification.

- b. The rate of pay for such employee shall be the lowest step in the higher class that produces an increase at least two percent (2%); provided, however, that any employee who was receiving a higher step prior to implementation of this contract shall continue to be eligible for that higher Step. An employee who has been temporarily promoted to a specific job title for a total of 150 hours or more, within a rolling 60 month period, shall receive the top step of pay for work in the higher class.
- c. When the employee is returned to his/her former class, the rate of pay shall be at the step the employee received in the class/position previously occupied, plus any step increases received during the interim period.
- d. When a temporary promotion is available, the senior qualified employee on the assignment site will be given the first opportunity to work in the higher class.

**Section 8.5** Employees shall be covered under the Unemployment Compensation Laws of the State.

**Section 8.6** Employees eligible for longevity payments as of January 10, 1990 shall continue to earn longevity payments on their anniversary date, in recognition of their length of service, on the following basis with payments which will be paid on the first pay period in September following their anniversary date.

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
2 to 5	\$220.00
6 to 8	\$280.00
9 to 13	\$310.00
14 to 19	\$340.00
20 or more	\$380.00

Only employees who were eligible for longevity as of January 10, 1990 shall continue to receive longevity payments in accordance with the above longevity schedule. No additional employees shall receive longevity.

Pro rata longevity payments will be granted to an employee in the event the employee voluntarily terminates his services with the Town.

**ARTICLE IX - HEALTH AND LIFE INSURANCE**

**Section 9.0** The Town shall provide and pay for the following insurance benefits for all active employees and their enrolled dependents:

- a. ~~Effective 7/01/2012 through 06/30/2014: Preferred Provider (PPO) Plan with Managed Care provisions (Appendix D) and a Health Maintenance (HMO) option.~~

- a. ~~Effective July 1, 2014, the Town, for all eligible employees, shall provide a HDHP (High Deductible Health Plan) and HSA (Health Savings Account) through the Anthem Lumenos plan, with the following deductibles (full summary listed in Appendix K);~~

Annual Single Deductible \$1,500  
Annual Family Deductible \$3,000

All health insurance costs shall be covered at one-hundred percent (100%) after the applicable annual deductible is reached in the plan year except prescriptions which shall have a co-pay of \$10, \$25, and \$40.

Out-of-Network Deductible:

Annual Out-of-Pocket Maximum Single Deductible \$4,000  
Annual Out-of-Pocket Maximum Family Deductible \$8,000

~~Effective July 1, 2014 and each year thereafter, the Town shall fund fifty percent (50%) of the applicable deductible into the employee's HSA account, on July 1 of that year. Employees may also contribute to the HSA on a pre-tax basis. The Town shall also pay the initial set up fee for the HSA account.~~

**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.**

**Effective July 1, 2018, 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 on a pre-tax (IRC §123) basis.**

**Effective July 1, 2019, 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 on a pre-tax (IRC §123) basis.**

**Effective July 1, 2020, the Town will no longer contribute any portion of the annual plan deductible.**

The Town shall provide an additional \$250 contribution to each employee's HSA annually upon the completion of the Health Wellness Program (HWP). **Effective July 1, 2020, and thereafter, this wellness incentive will increase to \$500. Employees may also contribute to the HSA on a pre-tax basis. The Town shall also pay the initial set up fee for the HSA account.**

Employees who are not eligible for an employer funded HSA, shall be provided insurance coverage through the PPO plan, as outlined below, at the same co-share rate of the HDHP.

**PPO**

The Town shall provide a PPO with the following co-payments;

*PPO open access plan*

Office visit preventative	\$0
Office visit	\$20
Specialist	\$25
Urgent Care	\$50
Emergency	\$100 (waived if admitted)
Outpatient Surgery	\$150
Inpatient	\$250

Prescriptions - Retail up to 34 days, Tier I (generic), \$10 copayment; Tier II (listed brand), \$20 copayment; Tier III (non-listed brand), \$30 copayment and;

Mail Order up to 100 days equal to two times co-pay: Tier I (generic), \$20 copayment; Tier II (listed brand), \$40 copayment; Tier III (non-listed brand), \$60 copayment. The annual prescription cap of \$5,000 per person remains.

- b. Full Service Prescription Drug coverage, as described in Appendix D and Appendix K, as applicable.
- c. Triple Option Dental Plan, as described in Appendix E.
- d. Vision Care Endorsement for employee and spouse, as described in Appendix D.
- e. The Town shall provide and pay for a Forty Thousand Dollar (\$40,000) Life Insurance policy, for each employee, with Accidental Death and Dismemberment coverage in the principal sum and including Eighty Thousand Dollar (\$80,000) coverage in the event of accidental death. A Five Thousand Dollar (\$5,000) Life Insurance policy will be provided for each retiree.
- f. All members of the bargaining unit who elect coverage under Sections a), b), and d) above (health, prescription drug, vision, and the HMO option) will contribute toward the cost of such insurance:

~~Effective 7/01/11 through 06/30/2014: Bargaining unit members shall be required to contribute fourteen percent (14%) of the cost of his or her insurance coverage through payroll deductions. The employee premium share shall not exceed 4% of an employee's regular base pay from 7/01/11 through 06/30/2014 of this collective bargaining agreement.~~

~~Effective 7/01/2014: Bargaining unit members shall be required to contribute the lower of sixteen and one-quarter percent (16.25%) of the cost of his or her insurance coverage or a flat dollar amount of \$1500 for Single coverage, \$2000 for Two Person coverage, or \$2800 for Family coverage, through payroll deductions.~~

~~Effective 7/01/2015: Bargaining unit members shall be required to contribute the lower of sixteen and one-half percent (16.5%) of the cost of his or her insurance coverage or a flat dollar amount of \$1600 for Single coverage, \$2200 for Two Person coverage, or \$3200 for Family coverage, through payroll deductions.~~

~~Effective 7/01/2016: Bargaining unit members shall be required to contribute the lower of sixteen and three quarters percent (16.75%) of the cost of his or her insurance coverage or a flat dollar amount of \$1600 for Single coverage, \$2200 for Two Person coverage, or \$3200 for Family coverage, through payroll deductions.~~

~~Effective 6/30/2017: Bargaining unit members shall be required to contribute sixteen and three quarters percent (16.75%) of the cost of his or her insurance coverage.~~

Effective 7/1/2017: Bargaining unit members shall be required to contribute 16.75% of the cost (based on the premium equivalency rate) of his or her insurance coverage.

Effective 10/26/2017, bargaining unit members shall be required to contribute 16.75% of the cost (based on the allocated rate) of his or her insurance coverage.

Effective January 1, 2018, bargaining unit members shall be required to contribute 14% of the cost of the of his or her insurance coverage.

Effective July 1, 2018, bargaining unit members shall be required to contribute 12% of the cost of the of his or her insurance coverage.

Effective July 1, 2019, bargaining unit members shall be required to contribute 11% of the cost of the of his or her insurance coverage.

Effective July 1, 2020, bargaining unit members shall be required to contribute 10% of the cost of the of his or her insurance coverage.

Effective 10/26/17 and thereafter, bargaining unit members' contribution rates as listed above, shall be based on the allocated rate of his or her insurance coverage.

- g. Co-Pay/Premium Share: Deductions shall be made on a pre-tax basis (i.e. section 125), through payroll deductions for the duration of the contract. Alternatively, employees may opt out of the Town sponsored health insurance coverage and receive a 25% rate of return of what the Town saves. This premium share shall be applicable to all individuals receiving health insurance coverage with the exception of those individuals who have retired prior to the effective date of this signed contract.

**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** The Town shall provide and pay for the insurance benefits listed in section 9.0 a. and b. for all employees upon 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. and b. and 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, 1983. 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. When the retired employee dies, all coverages to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from their pension check.
  - 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 monthly deduction is not made continuously from the employee's pension check, commencing with his 60<sup>th</sup> birthday, all coverage to the spouse shall cease and shall 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 the Parts A and B Supplemental coverage.
  - vii. For the purposes of this section, "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.

- viii. Employees who retire after August 7, 2014 ~~the signing of this Collective Bargaining Agreement~~, shall be provided the following insurance coverage for the retiree (and eligible spouse) insurance outlined in this Article Section;

PPO

The Town shall provide a PPO with the following co-payments;

<i>PPO open access plan</i>	
Office visit preventative	\$0
Office visit	\$20
Specialist	\$25
Urgent Care	\$50
Emergency	\$100 (waived if admitted)
Outpatient Surgery	\$150
Inpatient	\$250

Prescriptions - Retail up to 34 days, Tier I (generic), \$10 co-payment; Tier II (listed brand), \$20 co-payment; Tier III (non-listed brand), \$30 co-payment and;

Mail Order up to 100 days equal to two times co-pay: Tier I (generic), \$20 co-payment; Tier II (listed brand), \$40 co-payment; Tier III (non-listed brand), \$60 co-payment. The annual prescription cap of \$5,000 per person remains.

- ix. Effective July 1, 2015, Employees hired before 2006 shall contribute one percent (1%) of their specific base pay annually, towards retiree health insurance. Said payment shall not be subjected to State/Federal taxes.

~~**Section 9.3** Employees may select in lieu of the plan described in Appendix D, and subject to availability, coverage in a Health Maintenance Organization plan ("HMO"), Preferred Provider Organization plan ("PPO") or Point of Service plan ("POS") subject to the co-share listed in 9.0(f). This option ends June 30, 2014.~~

**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 four (4) representing the Union and four (4) representing the Town, with no two representatives of either party from the same division. The committee 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. The duties of the Committee shall include addressing complaints of alleged unsafe vehicles and unsafe working conditions.



## Section 10.1

- a. The Town shall provide foul weather gear, i.e., raincoats, rain hats, boots, gloves, etc. and for their care as necessary. Once issued the employees must return his/her old issued gear to obtain any new gear.
- b. The uniform of the day shall be determined by the Department Head. Employees are required to wear uniforms while on duty. The Town shall provide for the care of the uniform as necessary.
- c. The uniform may consist of the following:
  - Dark Blue Jacket
  - Colored shirt (must meet OSHA Specifications, otherwise, color vest will be warned)
  - Dark Blue Trousers
  - Dark Blue Shorts
  - T-shirt or other equivalent as determined by Department Head. (A total of five (5) t-shirts will be provided to each employee. Employees will assume the responsibility and care for T-shirts).
  - In lieu of the 5 t-shirts provided above, the Department Head shall offer two sweatshirts (hooded and/or non-hooded) and three (3) t-shirts.

All styles and types of uniforms shall be determined by Department Head. All employees will wear the issued uniform of the day.

## Section 10.2

- a. The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations and/or equipment.
- b. The Town will provide one (1) pair of safety shoes at least ankle high and steel-toed per year in an amount not to exceed \$150 annually and employees will wear the safety shoes provided as a condition of employment.

**Effective July 1, 2018, the above listed "safety shoe stipend" shall be increased to \$175 annually.**

An employee who provides medical documentation that he is unable to wear safety shoes, shall be provided a suitable pair of work shoes by the Town not to exceed the cost stated above. If a medical problem arises, then an acceptable alternative will be required at the employee's expense if their work shoe allowance has been used for the fiscal year.

- c. Such clothing and equipment except for safety shoes shall remain the property of the Town, and shall be returned to the Town by the employee upon separation from the bargaining unit.

**Section 10.3** A coffee break of fifteen (15) minutes in the first half of the shift and another in the second half of the shift will be permitted. Such coffee break will take place at the work site to which employee is then assigned.

**Section 10.4** All employees shall be required to abide by all O.S.H.A. 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 due to the employee's negligence. Foul weather gear that is ripped or worn out must be returned to the Town prior to receiving new foul weather gear.

**Section 10.5** Waste Services drivers and laborers will be required to attend at least one eight - hour safety seminar per year.

## 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.

Infractions, coaching and counseling shall not be considered discipline by the Town of East Hartford or the Union, unless it is sent to, or placed in, the employee's official personnel file.

- b. The following are types of disciplinary action that may be invoked against members of the Union. They may be independently invoked.
  - 1. Verbal Reprimand (Documented);
  - 2. Written Reprimand;
  - 3. Suspension for a period not to exceed five (5) days;
  - 4. Dismissal/Discharge.
- c. All disciplinary actions may be processed as grievances under Article XIII.
- d. Just cause shall include, but shall not be limited to, loss of any license that is necessary to meet the qualifications of the position held by the bargaining unit employee. However, in the event that such a necessary license is suspended for a period up to one year, the Town may choose to:
  - 1) Suspend such employee during the period of license suspension, without pay or benefits; or

2) Terminate the employment of such employee.

If, however, a vacancy exists in a lower bargaining unit classification than the position held by the employee whose license was suspended, or if a qualified bargaining unit member in a lower classification is willing to exchange positions with the employee whose license is under suspension, the most senior qualified applicant in a lower classification and the employee whose license is under suspension shall be permitted to exchange jobs (and pay rates) during the period of license suspension. The Town reserves the right to test the applicant for the promotional position for appropriate qualifications prior to permitting any such exchange pursuant to this section.

**Section 11.1** At the time of any discipline, the employee and the President of the Union shall be furnished, in writing, a statement of the reason for such action, and the appeals procedure available under Article XIII. Any suspensions shall include the period of time such suspension shall be effective.

**Section 11.2** Any employee disciplinary action that may be taken by the Town shall be available for use in any subsequent disciplinary proceeding involving the same employee. However, if for a period of twenty-four (24) continuous months no incident occurs for which written disciplinary action or reprimand has been issued, no such disciplinary action or reprimand preceding such twenty-four (24) month period of good behavior shall be used in support of any subsequent disciplinary proceeding.

## **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 they would have severally approved of the adopted provisions contained separately herein, 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** A grievance is a dispute or difference of opinion raised by an employee or by the Union, covered by this Agreement against the Town, involving the meaning, interpretation or application of the express provisions of the Agreement or the existing work rules. A grievance shall be processed in the following manner, at the request of either party:

**Step 1.** Between the Union Steward, the aggrieved party and the immediate Supervisor. The immediate Supervisor shall adjust the grievance at once, or notify the Union Steward of his/her 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 grievance is not settled in Step 1, within the required time, the aggrieved party, the Steward, and one (1) member of the Executive Committee, may take the grievance up with the Director of the department involved. Such appeal action from the first step of this procedure must take place within ten (10) working days of the date on which the first step disposition was rendered. The Director of the Department involved will confer with the aggrieved party and his/her representatives within five (5) days of receipt of the appeal action. The Director of the department involved and the Union may include in the conference any other individual concerned and the Director of the department involved shall give a disposition, in writing, no later than five (5) days of such conference.

**Step 3.** If the decision of the Director of the department involved in Step 2 is not satisfactory, the Union may take the appeal, within ten (10) working days of such decision to the Human Resources Director. The Step 3 hearing will take place within a reasonable number of working days. The aggrieved party may be represented at this step of the grievance procedure by the Steward, two (2) members of the Executive Committee, and one (1) other individual of the Union's own choosing. 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 five (5) working days. Such written disposition will be rendered on the forms 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 Steps 1 and 2.

**Step 4.** If the grievance is not satisfactorily settled at Step 3, either party may submit the dispute, within thirty (30) days of receiving such disposition, to the Connecticut State Board of Mediation and Arbitration. Upon mutual agreement, both parties may agree to mediation. Alternatively, either party may petition the Board to arbitrate the issue. The decision of the arbitrators shall be final and binding on both parties.

**Section 13.1** Officers and/or Stewards, 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. 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, 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/her appointment shall be received by the Town from the duly authorized officer of the Union.

**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 advise the other a reasonable period in advance of such hearing. Employee grievances must be indicated no later than thirty (30) 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.

#### **ARTICLE XIV - GENERAL PROVISIONS**

**Section 14.0** No less than four (4) daily rubbish collection routes shall continue for the duration of this Agreement and any extension thereof.

**Effective July 1, 2018, no less than three (3) daily rubbish collection routes shall continue for the duration of this Agreement and any extension thereof.**

**Section 14.1** Whenever a job description in this bargaining unit calls for a Connecticut Motor Vehicle License, Class I or Class II, it shall be understood to mean in all cases a State of Connecticut Commercial Driver's License with proper endorsements as required by State and Federal Laws.

#### **ARTICLE XV - MANAGEMENT RIGHTS**

**Section 15.0** The Town retains all rights, powers and authority granted to it by its Charter and the laws of the State of Connecticut except those rights, powers and authority which are specifically relinquished or limited by the provisions of this contract.

#### **ARTICLE XVI - DURATION**

**Section 16.0** This Agreement will be effective retroactive to the first day of July, ~~2012~~ 2017 and shall remain in full force and effect until the 30<sup>th</sup> day of June, ~~2017~~ 2021 and thereafter shall continue in effect from year to year, 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 and twenty (120) days written notice of intention to propose amendments.

IN WITNESS WHEREOF, the parties hereto have set their names this \_\_\_\_\_ day of \_\_\_\_\_, ~~2014.~~ 2017

FOR THE TOWN OF EAST HARTFORD

FOR LOCAL 1174, COUNCIL 4,  
AFSCME, AFL-CIO

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

\_\_\_\_\_  
Marek Morawski, Its President

\_\_\_\_\_  
Santiago Malave, Director of Human Resources

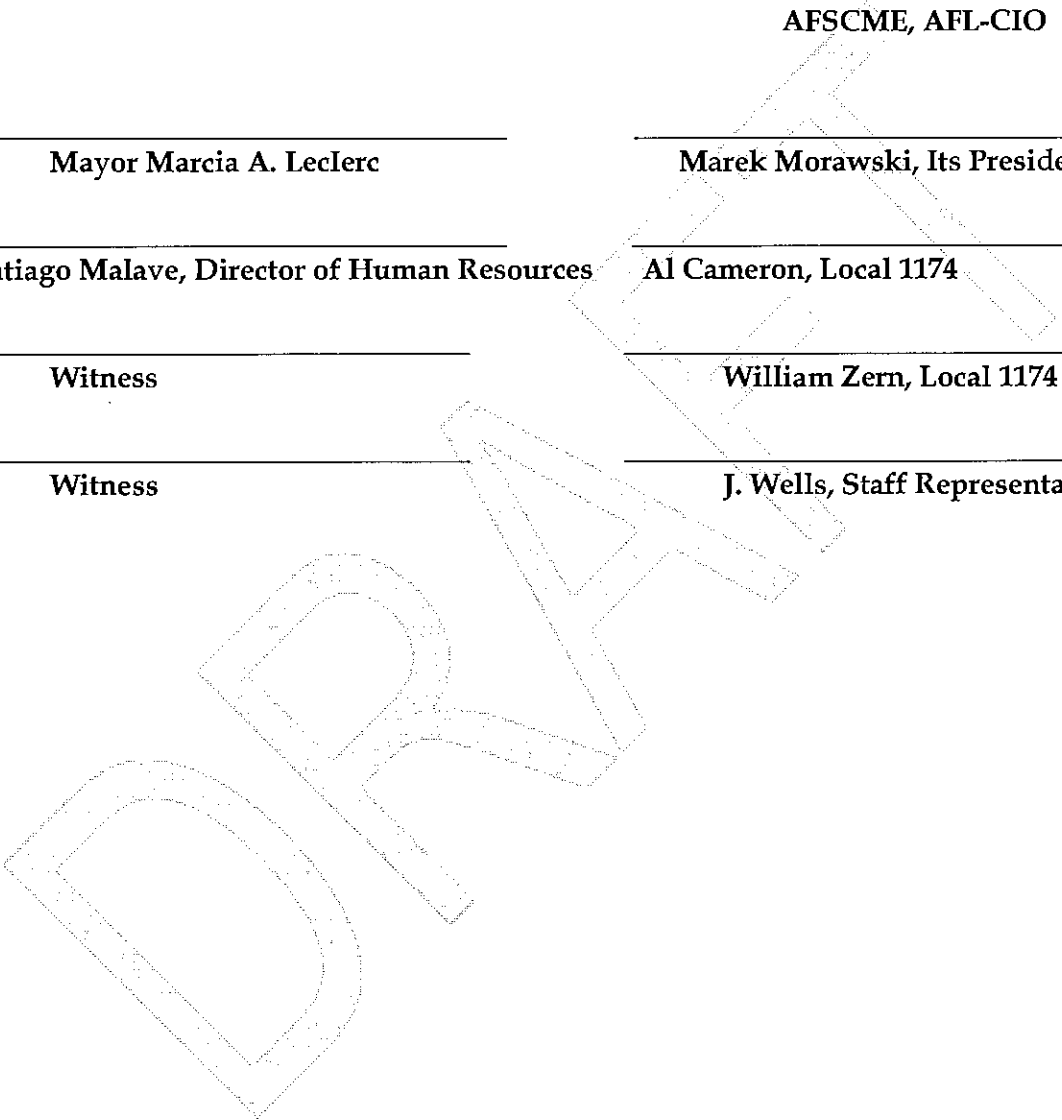
\_\_\_\_\_  
Al Cameron, Local 1174

\_\_\_\_\_  
Witness

\_\_\_\_\_  
William Zern, Local 1174

\_\_\_\_\_  
Witness

\_\_\_\_\_  
J. Wells, Staff Representative



APPENDIX A

LOCAL #1174, COUNCIL #4, AFSCME AFL-CIO  
AUTHORIZATION FOR PAYROLL DEDUCTION

BY: \_\_\_\_\_

(Please print) Last Name                      First                      Middle

TO: \_\_\_\_\_

Name of Employer

Effective, \_\_\_\_\_ I, hereby request and authorize you 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 Local #1174 Union.

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

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

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

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

**APPENDIX B**

**WAGES**

Grade	Classification	Increase	Fiscal Year	Step			
				Start	6th Month	12th Month	18th Month
42	Park Maintainer I/Laborer	2%	2012-13	\$18.96	\$19.86	\$20.69	\$21.60
	Maintainer I/Laborer-Waste Services	2%	2013-14	\$19.34	\$20.26	\$21.10	\$22.00
	Maintainer I/Laborer-Highway Services	2%	2014-15	\$19.73	\$20.66	\$21.52	\$22.50
		2%	2015-16	\$20.12	\$21.07	\$21.95	\$22.90
		2%	2016-17	\$20.52	\$21.50	\$22.39	\$23.40
44	Park Maintainer II/Driver	2%	2012-13	\$19.72	\$20.61	\$21.53	\$22.50
	Maintainer II/Driver-Highway Services	2%	2013-14	\$20.11	\$21.03	\$21.96	\$22.90
	General Maintenance Worker	2%	2014-15	\$20.51	\$21.45	\$22.40	\$23.40
	Parts Clerk	2%	2015-16	\$20.92	\$21.88	\$22.85	\$23.85
	Utility Worker	2%	2016-17	\$21.34	\$22.31	\$23.31	\$24.30
46	Mechanic I	2%	2012-13	\$20.52	\$21.42	\$22.40	\$23.35
		2%	2013-14	\$20.93	\$21.85	\$22.85	\$23.80
		2%	2014-15	\$21.35	\$22.28	\$23.30	\$24.25
		.50	approval	\$21.85	\$22.78	\$23.80	\$24.80
		2%	2015-16	\$22.29	\$23.24	\$24.28	\$25.25
		2%	2016-17	\$22.73	\$23.71	\$24.77	\$25.80
48	Golf Course Maintainer	2%	2012-13	\$21.32	\$22.31	\$23.30	\$24.30
	Maintainer III (Equipment Operator)	2%	2013-14	\$21.74	\$22.75	\$23.76	\$24.80
	Maintainer III (Bulk Truck Driver)	2%	2014-15	\$22.18	\$23.21	\$24.24	\$25.30
	Maintainer III (Sweeper Operator)	2%	2015-16	\$22.62	\$23.67	\$24.72	\$25.80
	Maintainer III (Eductor Operator)	2%	2016-17	\$23.08	\$24.15	\$25.22	\$26.30
	Maintainer III (Trailer Driver)						
	Parks Maintainer III (Equipment Operator)						
	Parts-Garage Clerk						
	Signs and Lines Master						
	Landscape Gardener						
	Maintainer/Dike Control						
Mason							
Automated Waste Driver							



50	Carpenter	2%	2012-13	\$22.12	\$23.17	\$24.25	\$25.50
		2%	2013-14	\$22.57	\$23.64	\$24.73	\$25.90
		2%	2014-15	\$23.02	\$24.11	\$25.22	\$26.50
		2%	2015-16	\$23.48	\$24.59	\$25.73	\$26.80
		2%	2016-17	\$23.95	\$25.08	\$26.24	\$27.50
<b>Grade</b>	<b>Classification</b>	<b>Increase</b>	<b>Fiscal Year</b>	<b>Step</b>			
52	Maintainer IV (Heavy Equip. Op.) Hwy. Ser.	2%	2012-13	\$23.05	\$24.09	\$25.20	\$26.50
	Maintainer IV (Heavy Equip. Op.) Waste Ser.	2%	2013-14	\$23.51	\$24.57	\$25.71	\$26.80
	Parts and Project Coordinator	2%	2014-15	\$23.98	\$25.07	\$26.22	\$27.50
		2%	2015-16	\$24.46	\$25.57	\$26.75	\$27.90
		2%	2016-17	\$24.95	\$26.08	\$27.28	\$28.50
50M	Maintenance Mechanic (Parks)	2%	2012-13	\$22.12	\$23.17	\$24.25	\$25.50
	Maintenance Mechanic (Golf)	2%	2013-14	\$22.56	\$23.63	\$24.73	\$25.90
		2%	2014-15	\$23.01	\$24.11	\$25.23	\$26.50
		\$1.00	approval	\$24.01	\$25.11	\$26.23	\$27.50
		2%	2015-16	\$24.49	\$25.61	\$26.75	\$27.90
		2%	2016-17	\$24.98	\$26.12	\$27.29	\$28.40
52M	Mechanic II (Fleet maintenance Ser.)	2%	2012-13	\$23.05	\$24.09	\$25.19	\$26.50
	Mechanic II (Welder)	2%	2013-14	\$23.51	\$24.57	\$25.69	\$26.80
		2%	2014-15	\$23.98	\$25.06	\$26.21	\$27.50
		\$1.00	approval	\$24.98	\$26.06	\$27.21	\$28.50
		2%	2015-16	\$25.48	\$26.58	\$27.75	\$28.90
		2%	2016-17	\$25.99	\$27.12	\$28.31	\$29.50

**APPENDIX B**

Grade	Classification	Increase	Fiscal Year	Step			
				Start	6th Month	12th Month	18th Month
42	Park Maintainer I/Laborer	2%	2017-18	\$20.93	\$21.93	\$22.84	\$23.89
	Maintainer I/Laborer-Waste Services	2%	2018-19	\$21.35	\$22.37	\$23.30	\$24.37
	Maintainer I/Laborer-Highway Services	1%	2019-20	\$21.56	\$22.59	\$23.53	\$24.61
		1%	2020-21	\$21.78	\$22.82	\$23.76	\$24.86
44	Park Maintainer II/Driver	2%	2017-18	\$21.77	\$22.76	\$23.78	\$24.86
	Maintainer II/Driver-Highway Services	2%	2018-19	\$22.20	\$23.21	\$24.26	\$25.36
	General Maintenance Worker	1%	2019-20	\$22.42	\$23.44	\$24.50	\$25.61
	Parts Clerk *moves to Grade 48 effective 1/1/18 Utility Worker *moves to Grade 45 effective 1/1/18	1%	2020-21	\$22.65	\$23.68	\$24.75	\$25.86
45	Utility Worker effective 1/1/18	\$1.00	approval	\$22.34	\$23.31	\$24.31	\$25.37
		2%	2017-18	\$22.79	\$23.78	\$24.80	\$25.88
		2%	2018-19	\$23.25	\$24.26	\$25.30	\$26.40
		1%	2019-20	\$23.48	\$24.50	\$25.55	\$26.66
		1%	2020-21	\$23.71	\$24.75	\$25.81	\$26.93
46	Mechanic I	2%	2017-18	\$23.18	\$24.18	\$25.27	\$26.34
		2%	2018-19	\$23.64	\$24.67	\$25.77	\$26.87
		1%	2019-20	\$23.88	\$24.91	\$26.03	\$27.14
		1%	2020-21	\$24.12	\$25.16	\$26.29	\$27.41
48	Maint. III (Equipment Operator)*	2%	2017-18	\$23.54	\$24.63	\$25.72	\$26.87
	Maint. III (Bulk Truck Driver)	2%	2018-19	\$24.01	\$25.13	\$26.24	\$27.41
	Maint. III (Sweeper Operator)*	1%	2019-20	\$24.25	\$25.38	\$26.50	\$27.68
	Maint. III (Eductor Operator) *	1%	2020-21	\$24.50	\$25.63	\$26.77	\$27.96
	Maint. III (Trailer Driver)						
	Parks Maintainer III**						
	Parts Garage Clerk						
	Signs and Lines Master						
	Landscape Gardener						
	Maintainer/Dike Control						
Mason							

	Automated Waste Driver <i>*moves to Maintainer IV Highway Services - grade 52 effective 1/1/18 **upgrade to Grade 50 effective 1/1/18</i>						
Grade	Classification	Increase	Fiscal Year	Step			
50	Carpenter <i>**Effective 1/1/18, includes Parks Maintainer III</i>	2%	2017-18	\$24.43	\$25.58	\$26.76	\$27.93
		2%	2018-19	\$24.92	\$26.09	\$27.30	\$28.49
		1%	2019-20	\$25.17	\$26.35	\$27.57	\$28.77
		1%	2020-21	\$25.42	\$26.62	\$27.85	\$29.06
52	Maintainer IV Highway Services* Maintainer IV Waste Services Parts and Project Coordinator  <i>*Effective 1/1/18, includes previous Maintainer III-Highway Services, Grade 48</i>	2%	2017-18	\$25.45	\$26.60	\$27.83	\$29.07
		2%	2018-19	\$25.96	\$27.13	\$28.39	\$29.65
		1%	2019-20	\$26.22	\$27.40	\$28.67	\$29.95
		1%	2020-21	\$26.48	\$27.68	\$28.96	\$30.25
50M	Maintenance Mechanic (Parks)	2%	2017-18	\$25.48	\$26.64	\$27.84	\$29.00
	Maintenance Mechanic (Golf)	2%	2018-19	\$25.99	\$27.18	\$28.40	\$29.58
		1%	2019-20	\$26.25	\$27.45	\$28.68	\$29.88
		1%	2020-21	\$26.51	\$27.72	\$28.97	\$30.18
52M	Mechanic II (Fleet maintenance Ser.)	2%	2017-18	\$26.51	\$27.66	\$28.88	\$30.13
	Mechanic II (Welder)	2%	2018-19	\$27.04	\$28.21	\$29.46	\$30.73
		1%	2019-20	\$27.31	\$28.49	\$29.75	\$31.04
		1%	2020-21	\$27.58	\$28.77	\$30.05	\$31.35

APPENDIX C

Medical Certificate

A medical certificate submitted in accordance with Article VII, Section 8 shall be on the following form or shall contain substantially equivalent information

MEDICAL CERTIFICATE FORM

NAME OF DOCTOR \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL. NO. \_\_\_\_\_

TO: Director  
Town of East Hartford

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

As a physician duly licensed by the State of \_\_\_\_\_,  
I hereby certify that \_\_\_\_\_ who was seen by me on  
\_\_\_\_\_ was unable to work during the continuous period from  
\_\_\_\_\_ to \_\_\_\_\_.

He/she was under my care on or after \_\_\_\_\_.  
I also certify that said employee can return to duty with no restrictions on  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Date

**APPENDIX D – PPO**

	<b>In Network You pay:</b>	<b>Out-of-Network You pay:</b>
Office Visit (OV) Copayment	\$20	Deductible & Coinsurance
Specialist Visit (SV)	\$25	Deductible & Coinsurance
Hospital (HSP) Copayment	\$250	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$50	Not covered
Emergency Room (ER) Copayment – <i>waived if admitted</i>	\$100	\$100
Outpatient Surgery (OS) Copayment	\$150	Deductible & Coinsurance
<b>Annual Deductible</b> ( <i>individual/2-member family/3+ member family</i> )	Not applicable	\$200/\$400/\$500
Coinsurance		20% after deductible up to
Coinsurance Maximum ( <i>individual/2-member family/3+ member family</i> )		\$1,000/\$2,000/\$2500
Lifetime Maximum	Unlimited	Unlimited
<b>PREVENTIVE CARE</b>		
Well child care*	No Charge	Deductible & Coinsurance
Periodic, routine health examinations*	No Charge	
*Routine eye screenings – <i>one exam per year</i>	No Charge	
Routine OB/GYN visits – <i>one exam per year</i>	No Charge	
Mammography <i>1 baseline age 35 – 39 years</i> <i>1 screening per year age 40+</i> <i>Additional exams when medically necessary</i>	No Charge	
*Hearing screening – <i>one exam per year</i>	No Charge	
<i>*Eye and Hearing exams done by a provider other than your Primary Care Physician will take a copay</i>		
<b>MEDICAL CARE</b>		
Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	SV Copayment	
OB/GYN care	SV Copayment	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	SV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services <i>Office visits/testing</i> <i>Injections—80 visits in 3 years</i>	SV Copayment No charge	
<b>HOSPITAL CARE – Prior authorization required.</b>		
Semi-private room	HSP Copayment	Deductible & Coinsurance
Maternity and newborn care	HSP Copayment	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	HSP Copayment	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No charge	
Outpatient surgery – <i>in a hospital or surgi-center</i>	OS Copayment	
<b>EMERGENCY CARE</b>		
Walk-in centers	OV Copayment	Deductible & Coinsurance

Urgent care – <i>at participating centers only</i>	UR Copayment	Not covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	No charge	No charge
<b>OTHER HEALTH CARE</b>		
Outpatient rehabilitative services <i>60 visit maximum for PT, OT, ST and Chiro. per year</i>	No Copayment	Deductible & Coinsurance
Prosthetic devices	No charge	
Durable medical equipment – Unlimited maximum	No charge	
<b>PRESCRIPTIONS</b>		
	<b>RETAIL to 34 days</b>	<b>MAIL ORDER up to 100 days</b>
<b>Tier I (generic)</b>	\$10 copayment	\$20 copayment
<b>Tier II (listed brand)</b>	\$20 copayment	\$40 copayment
<b>Tier III (non-listed brand)</b>	\$30 copayment	\$60 copayment
<b>MENTAL HEALTH/SUBSTANCE ABUSE CARE</b>		
Inpatient -Unlimited	HSP Copayment	Deductible & Coinsurance
Outpatient/office visits -Unlimited	OV Copayment	

**\* Schedule of health examinations:**

- AGE 0 UP TO AGE 1-7 VISITS
- AGE 1 UP TO AGE 5-7 VISITS
- AGE 5 UP TO AGE 12- 1 EVERY YEAR
- AGE 12 UP TO AGE 22- 1 EVERY YEAR
- 22+ 1 EVERY YEAR

**Note:** In situations where the member is responsible for obtaining the necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

Please refer to the brochure in your enrollment kit for information on the discounts we offer on health-related services and products.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

**APPENDIX E**  
**TRIPLE OPTION DENTAL PLAN**

Benefit	PPO In network No Deductible	Flex Dental \$50 Deductible*	Out of Network \$200 Deductible
<b>Preventive Services</b>			
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction	100%	100%	80%
Fluoride treatment	100%	100%	80%
Space Maintainers	100%	100%	80%
Sealants	100%	100%	50%
<b>Diagnostic Services</b>			
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test	100%	100%	70%
<b>Restorative Services</b>			
Amalgam fillings	100%	100%	50%
Resin fillings**	100%	100%	50%
<b>Endodontics</b>			
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
<b>Oral Surgery</b>			
Simple extractions	100%	100%	50%
Surgical extractions & Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
<b>General Services</b>			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
<b>Periodontics</b>			
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and oral lesions	50%	50%	Not Covered
<b>Prosthodontics</b>			
Dentures, full and partial	50%	Not Covered	Not Covered
Crowns, Bridges, fixed and removable	50%	Not Covered	Not Covered
Addition of teeth to partial denture to replace extracted teeth	50%	Not Covered	Not Covered
Inlays, onlays, and crowns not part of bridge	100%	50%	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia	50%	50%	Not Covered
\$1,000 lifetime maximum. Coverage for dependents to age 19.			

\*Flex dental deductible does not apply to Preventive Services.

**\*\*Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the Maximum Allowable.**

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**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 (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 25% rate of return of what the Town saves, 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

### TRANSITIONAL WORK AGREEMENT

#### **BETWEEN AFSCME LOCAL #1174 AND TOWN OF EAST HARTFORD**

Employees shall report all on the job injuries immediately to their supervisor. The supervisor or a designee is responsible for calling the injury into the workers' compensation 24-hour claim hotline. The injury is to be reported within 24 hours of the incident, or during the first week day after the supervisor learns of the injury.

Town employees sustaining on the job injuries on or after 12/1/94 are required to utilize network medical services. Each department has a workers' compensation managed care manual in which is listed the entire medical network. It is imperative that employees treat within this medical network, as noncompliance may jeopardize workers' compensation benefits. Please note that CorpCare and Industrial Health Care have been designated as the urgent medical care facilities to be used by employees of the Town of East Hartford. The Town retains the right to designate other entities as its medical care facilities.

When a network doctor releases an employee for light duty work with restrictions, appropriate assignments can be made. On the afternoon before, or the morning of the first day of a light duty assignment, a brief meeting will be held with the injured employee, a union representative, the Department Director and the Risk Manager. The purpose of the meeting is to be sure all are aware of the medical restrictions that will apply and to determine job responsibilities. Both union and management must agree to the job assignment. If a question exists as to the extent of activity the employee can perform, the Risk Manager will contact the attending physician for further clarification.

Assignments will be made in accordance with the medical restrictions and shall be within the same division, department or union and, to the extent possible, be related to the type of work normally performed by the employee. The maximum amount of persons on the program at one time will be three per department, with a maximum of five persons at one time per union. If the allotted number of transitional duty positions are filled, the employee can qualify for continued benefits under section 31-308(a).

To receive section 31-308(a) benefits, the employee released by a doctor for light duty must be making a reasonable effort to find suitable employment. Usually this involves registration with the Connecticut Job Service and applying for suitable jobs with at least several employers each week and sending a record of the job search to the Town's insurer or claim administrator.

PLEASE NOTE - Without a formal light duty program, each employee released for light duty work must comply with the above paragraph for benefits to continue.

The curtailment of the light duty work assignment will be determined by one of the following factors:

1. The attending physician returns the employee to full duties with no restrictions.

2. The attending physician temporarily prohibits the employee from continuing the transitional work assignment.
3. The attending physician indicates that the employee will never regain former capabilities, which necessitates one of the following choices:
  - A new permanent position, if available, may be secured for the employee within the Town that allows for the permanent restrictions.
  - The employee may transfer to another department with a job opening that is commensurate with the permanent restriction.
  - The employee is released from Town service due to the permanence of the condition.
4. The employee has been on a transitional work assignment for six months due to the same work related injury. Please note: a light duty assignment may be extended up to a maximum of two additional months upon receipt by the Town of a written opinion from the employee's attending physician, prior to the six month expiration that the injured employee will be capable of reassuming full duties within the two month extended period.

Employees working in a light duty work position will not be permitted to work weekly hours beyond 40 hours, which would result in overtime.

If there are layoffs in Local #1174 of AFSCME, union and management will meet within five working days to discuss the continuance/termination of this program.

**THIS TRANSITIONAL WORK PROGRAM APPLIES ONLY TO WORK RELATED INJURIES. APPROPRIATE MEDICAL DOCUMENTATION IS REQUIRED FOR THIS PROGRAM.**

Any Local 1174 employee who is on Light Duty for a non-work related injury as of the membership ratification date of the 1999-2001 contract may remain on Light Duty for the medically documented duration of that injury.

**FOR THE TOWN OF EAST HARTFORD**

**FOR AFSCME LOCAL #1174**

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APPENDIX H

MOA - SWEEPING OVERTIME

This Memorandum of Understanding is made by and between the Town of East Hartford (hereinafter the "Town") and Local 1174, Council 4, AFSCME, AFL-CIO (hereinafter the "Union") regarding the issue of "sweeping" overtime.

- That during the "sweeping season", there will be a volunteer overtime list established for employees within the same grade of the "sweeper operator".
- That this agreement does not affect the overtime available to the "Sweeper Operator".
- That the list will be rotating on a seniority basis.
- That in order to be eligible to be on the list, employees must be qualified to perform the work.
- That the hours worked or charged for doing this work will not affect the equalization provision of the collective bargaining agreement, specifically section 4.3d.
- That this agreement only affects sweeping overtime, and is only effective during the "sweeping season".
- An employee must perform overtime in his/her respective classification if required, before sweeping overtime.

This agreement shall be effective on the date of ratification of the collective bargaining agreement by both parties.

WHEREFORE, it is agreed by the parties duly authorized representatives, this day of \_\_\_\_\_, 2000.

FOR THE TOWN OF EAST HARTFORD

FOR AFSCME LOCAL #1174

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX I

Prepaid Vacation Authorization

**AUTHORIZATION FOR PAYROLL DEDUCTION  
PREPAID VACATION**

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

Employee ID #: \_\_\_\_\_

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 July 1, 20\_\_\_\_.

(Circle one)

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 in the month of June each fiscal 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 July 1<sup>st</sup>.
- I will first exhaust all prepaid vacation before using any regular vacation for the current fiscal year.
- I will use all prepaid vacation within the current fiscal year and will not carry over any prepaid vacation into the following fiscal 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 fiscal year referenced above and is *not* automatically renewed.

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

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

Signed forms must be received by H.R. no later than  
4:30 p.m. on the last business day of June

Office Use Only

## APPENDIX J

### Family Medical Leave Act (FMLA)

- 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 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, 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 "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 if the eligible employee is the service member's spouse, child, parent, or next of kin (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 but shall 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.
- i. Employee may be required to provide a "fitness for duty" certification upon return to work.

**APPENDIX K**  
**HIGH DEDUCTIBLE HEALTH PLAN**

**SCHEDULE OF BENEFITS**

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Covered Person Plan Year Deductible	\$1,500 single* \$3,000 family**	
Covered Person Coinsurance	Not Applicable	20%
Covered Person Plan Year Out-of-Pocket Limit *Applies to Prescription Drug Copayments	\$1,500 single*** \$3,000 family****	\$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>		

<b>PREVENTIVE SERVICES</b>		
<b>Well Child Care</b>	No Cost-Share	Deductible & Coinsurance
<b>Adult Physical Examinations</b>	No Cost-Share	Deductible & Coinsurance
<b>Other Preventive Screenings including but not limited to:</b> 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
<b>Immunizations and Vaccinations</b>	No Cost-Share	Deductible & Coinsurance
<b>HOSPITAL SERVICES</b>		
<b>All Inpatient Admissions</b>	Deductible	Deductible & Coinsurance
<b>Specialty Hospital</b> 100 days per Member per Calendar Year	Deductible	Deductible & Coinsurance
<b>Outpatient Surgery</b> (including colonoscopy)	Deductible	Deductible & Coinsurance
<b>DIAGNOSTIC SERVICES</b>		
<b>Diagnostic, Laboratory and X-Ray Services</b>	Deductible	Deductible & Coinsurance
<b>High Cost Diagnostic Tests</b> MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance



<b>THERAPY SERVICES</b>		
<b>Outpatient Rehabilitation</b> Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per Calendar Year	Deductible	Deductible & Coinsurance
<b>Other Therapy Services:</b> 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
<b>Allergy Office Visit/Testing</b>  <b>Allergy Injections</b> Immunotherapy or other therapy treatments	Deductible  Deductible	Deductible & Coinsurance  Deductible & Coinsurance
<b>MEDICAL EMERGENCY/URGENT CARE SERVICES</b>		
<b>Emergency Room Treatment</b> Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room  <b>Urgent Care Services</b>	Deductible  Deductible	Deductible  Paid as In-Network Emergency Room

<b>Ambulance</b> Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
<b>PHYSICIAN MEDICAL/SURGICAL SERVICES</b>		
<b>Medical Office Visit</b>	Deductible	Deductible & Coinsurance
<b>Surgical Services</b> Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible	Deductible & Coinsurance
<b>Non-Surgical Services of a Physician or Surgeon</b> (other than a medical office visit) These services may include after care or attending medical care	Deductible	Deductible & Coinsurance
<b>MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES</b>		
<b>Outpatient Treatment for Mental Health Care &amp; Substance Abuse Care</b>	Deductible	Deductible & Coinsurance
<b>Inpatient Hospital Services</b> In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
<b>Inpatient Rehabilitation Treatment for Substance Abuse Care</b> In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance

<b>OTHER MEDICAL SERVICES</b>		
<b>Outpatient Surgery</b>	Deductible	Deductible & Coinsurance
In a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
<b>Skilled Nursing Facility</b> Up to 120 days per calendar year	Deductible	Deductible & Coinsurance
<b>Immunizations and Vaccinations for Travel</b>	Deductible	Deductible & Coinsurance
<b>Prescription Drugs:</b>  <b>Retail Pharmacy:</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.  Diabetic equipment, drugs and supplies	Deductible and then:  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
<b>Specialty Pharmacy:</b> 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

<p><b>Mail Order Prescription Drug Program</b>  The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.</p> <p>Diabetic drugs &amp; supplies</p>	<p>Tier 1 \$10 Copay per Covered Drug</p> <p>Tier 2 \$50 Copay per Covered Drug</p> <p>Tier 3 \$80 Copay per Covered Drug</p>	<p>Deductible &amp; Coinsurance per prescription</p>
<p><b>Human Organ and Tissue Transplant Services</b> Unlimited maximum</p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>
<p><b>Home Health Care</b> (including In-Home Hospice Care)</p> <p>Nursing and therapeutic services limited to 200 visits</p> <p><b>In the Home Hospice Medical Social Services</b> under the direction of a physician up to \$420</p>	<p>Deductible</p> <p>Deductible</p>	<p>Deductible &amp; Coinsurance</p> <p>Deductible &amp; Coinsurance</p>
<p><b>Infusion Therapy</b> Unlimited lifetime maximum</p>	<p>Deductible</p>	<p>Deductible &amp; Coinsurance</p>

<p><b>Durable Medical Equipment and Prosthetic Devices</b></p> <p><b>Hearing Aid Coverage</b> Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period.</p> <p><b>Diabetic equipment, and supplies</b></p>	Deductible	Deductible & 50% Coinsurance
<b>Ostomy Related Services</b>	Deductible	Deductible & 50% Coinsurance
<b>Hospice Care (inpatient)</b>	Deductible	Deductible & Coinsurance
<b>Wig</b> up to \$500 maximum per Member per Calendar Year	Deductible	Deductible & Coinsurance
<b>Specialized Formula</b>	Deductible	Deductible & Coinsurance
<b>Infertility Drugs</b> The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply		

*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 L**  
**BLUEVIEW VISION RIDER**

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

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

The Town of East Hartford  
And AFSCME Local 1174 (EH DPW OTR)  
Full Tentative Agreement±  
11.02.2017

1. Article III, Section 3.1:

Section 3.1 Newly hired employees shall serve a probationary period of one hundred and twenty (120) work days, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. Dismissal of an employee during his probationary period shall not be subject to the grievance procedure. Employees who have completed their probationary periods shall be full-time employees and shall acquire length of service records as of the date of their employment.

Employees hired after the signing of this Agreement shall serve a probationary period of one (1) year from the date of their hire, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. Dismissal of an employee during his probationary period shall not be subject to the grievance procedure. Employees who have completed their probationary periods shall be full-time employees and shall acquire length of service records as of the date of their employment.

2. Article IV, Section 4.3; 4.3d and 4.3f as noted below. No other changes to this Section.

Section 4.3 A record of all overtime shall be posted ~~weekly~~ monthly on Union bulletin boards. The Union will be given a list of all overtime hours and hourly rate paid to each employee annually.

- d. Overtime opportunities shall be offered to the employee(s) with the lowest amount of charged overtime within classification. Said overtime shall be offered in the order in which it becomes available.

For purposes of scheduling, overtime equalization shall take place on a ~~daily~~ monthly basis, and shall be verified and posted ~~weekly~~ monthly, except that scheduled weekend overtime shall remain unchanged once said overtime is scheduled.

For purposes of compensating employee disparities in overtime, if any, overtime equalization within classification, shall be equalized within twenty 20 hours during a fiscal year.

The Town will not call in any employees for overtime, regardless of the amount of overtime previously offered or worked, if employees are out sick. If an employee is out sick on a Friday, the Town may, in its sole discretion, still consider the employee

for Saturday overtime. However, if the employee is out sick on a Friday, he or she shall still be considered eligible for overtime on Sunday.

The Town will not call in any employees for overtime, regardless of the amount of overtime previously offered or worked, while employees are on vacation, unless employees state in writing, on their initial vacation request form, that they want to be contacted for overtime opportunities.

Employees may volunteer for overtime outside of their department only after they have volunteered within their department.

- f. Whenever acts-of-nature makes it necessary, employees shall be required to work overtime. Volunteer overtime lists shall be developed for the six month periods beginning November 1 and April 1 of each year. The lists shall be for the purpose of overtime assignments when extreme weather conditions necessitate, and such lists shall be the first source of manpower used by the Town. **For employees hired prior to December 12, 2017 only:** An employee who volunteers to be placed on the list, and who is personally contacted regarding an overtime assignment, shall be allowed three (3) refusals during the November 1 to April 15 period. Any refusal by the employee over three (3) during the above cited period shall result in the employee's name being removed from the list for the balance of the period.

**3. Article VII, Section 7.1 e.:**

- e. **Personal Days:** One (1) personal/sick day of the fifteen (15) potential days which can be accrued per year may be taken during the fiscal year in a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during the working hours. Use of this personal/sick time will not interrupt the earning of Earned Days.

**Effective January 1, 2018, employees shall have one (1) additional personal day annually, (which shall not be deducted from any other accrued leave, including sick leave, earned days, etc., to be taken during the calendar year in a minimum of one-quarter (1/4) day segments for personal business or appointments that must be conducted during the working hours. Use of this personal time will not interrupt the earning of Earned Days. Use of this personal time must be taken in the calendar year and shall not be accumulated.**

**4. Article X, Section 10.2 b.:**

The Town will provide one (1) pair of safety shoes at least ankle high and steel-toed per year in an amount not to exceed \$150 annually and employees will wear the safety shoes provided as a condition of employment.

**Effective July 1, 2018, the above listed "safety shoe stipend" shall be increased to \$175 annually.**



An employee who provides medical documentation that he is unable to wear safety shoes, shall be provided a suitable pair of work shoes by the Town not to exceed the cost stated above. If a medical problem arises, then an acceptable alternative will be required at the employee's expense if their work shoe allowance has been used for the fiscal year.

**5. Upgrades:**

Effective 01.01.2018, the Parks Maintainer III (Equipment Operator) classification pay-rate (currently grade 48) shall be upgraded to Grade 50

**6. 10.26.2017 TA Upgrades Clarification:**

The Maintainer III to Maintainer IV Upgrade listed in the 10.26.2017 TA between the parties;

*Effective January 1, 2018, Maintainer IIIs (sweeper/light equipment/vac-con) move to grade 52\*\**

*\*\*With this move, the IIIs and IVs shall be allowed to perform the same functions and the MPP and grievances will be withdrawn upon CBA agreement. After which, all Maintainer IV, (salary grade 52) OT shall be equalized according to the CBA language.*

is further clarified as follows:

The current Maintainer IV (Heavy Equipment) incumbent employees shall maintain their priority and primary Heavy Equipment work assignments until they separate from Town service. After which, the Maintainer IIIs (provided they can perform the essential job functions) and Maintainer IVs shall be allowed to perform the same functions operationally.

The current Maintainer IV (Heavy Equipment) incumbent employees shall maintain their own equalized overtime list until they separate from Town service. After which, the Maintainer IIIs and Maintainer IVs shall have their overtime equalized according to one overtime list.

*The parties will update the "Maintainer III Settlement Agreement(s)" dated 05.15.2015 and 04.21.2017*

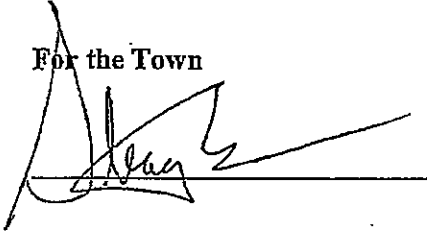
**7. Misc:**

New employees hired after the signing of the CBA, shall be required to work OT for all acts of nature should the Town not have enough OT volunteers according to the terms of the CBA and OT practice/process.

8. No other changes to the CBA outside of the items agreed to by the parties on 10.26.2017.

± The above listed items are in addition to the "Full Tentative Agreement" agreed to and signed by the parties on 10.26.2017

For the Town

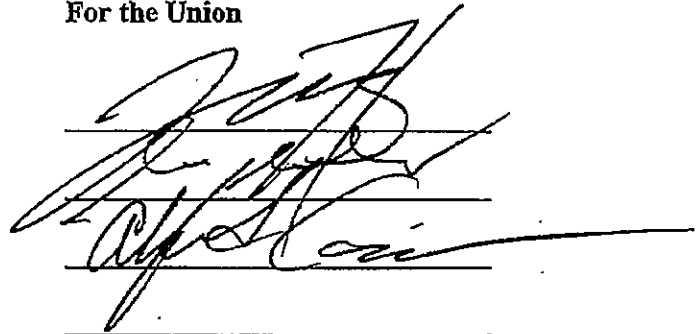


Sandra Franklin

11.8.17

Date

For the Union



11.08.2017

Date

The Town of East Hartford  
And AFSCME Local 1174 (EH DPW OTR)  
Full Tentative Agreement  
10.26.2017

1. **Duration:**

July 1, 2017 - June 30, 2021

2. **Wages:**

Year 1 – 2% Retroactive to July 1, 2017  
Year 2 – 2% Effective July 1, 2018  
Year 3 – 1% Effective July 1, 2019  
Year 4 – 1% Effective July 1, 2020

3. **Health Insurance:**

Year 1 – Effective upon the signing of the TA, Allocated Rate at 16.75%  
Year 1 – Effective 01.01.2018 Allocated Rate 14% Seed 50%  
Year 2 – 07.01.2018 Allocated Rate 12% Seed 25%  
Year 3 – 07.01.2019 Allocated Rate 11% Seed 25%  
Year 4 – 07.01.2020 Allocated Rate 10% Seed 0

Wellness: Effective 07.01.2020 \$500 (\$250 from 07.01.2017 through 06.30.2020)

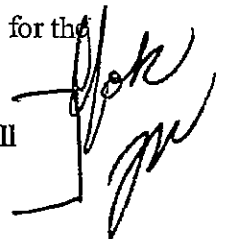
4. **Incentive:**

Effective, July 1, 2018, all sanitation employees (Automated Waste Drivers) shall work under the incentive program, except that the 5<sup>th</sup> day shall be a full day.

5. **Art/Sec 14.0**

**Section 14.0** No less than four (4) daily rubbish collection routes shall continue for the duration of this Agreement and any extension thereof.

Effective July 1, 2018, <sup>no</sup> less than three (3) daily rubbish collection routes shall continue for the duration of this Agreement and any extension thereof.



**6. Upgrades:\***

Effective January 1, 2018, Parts Clerk moves to grade 48

Effective January 1, 2018, Sanitation Utility Workers will receive an additional one-dollar (\$1.00) per hour upgrade and shall be made into an additional pay-grade (e.g. Grade 45 or 44A etc.)

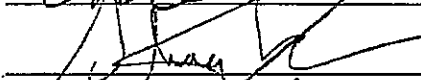
Effective January 1, 2018, Maintainer IIIs (sweeper/light equipment/vac-con) move to Maintainer IV grade 52\*\*

\*upgrade increases shall be applied prior to the GWI


\*\*With this move, the IIIs and IVs shall be allowed to perform the same functions and the MPP and grievances will be withdrawn upon CBA agreement. After which, all Maintainer IV, (salary grade 52) OT shall be equalized according to the CBA language.

**7. No other changes to the CBA**

**For the Town**



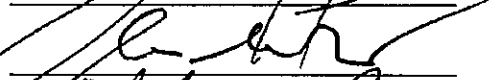
Dandra Franklin



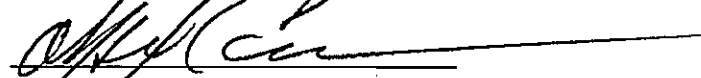
10/26/17

Date

**For the Union**



William J. ...



10-26-2017

Date

## TOWN OF EAST HARTFORD

**TITLE:** Parts Clerk **GRADE:** 44-48  
**DEPARTMENT:** Public Works **DATE:** ~~03/06/90~~ 01/01/18  
Fleet Maintenance Services

### GENERAL DESCRIPTION

Performs responsible and varied clerical work in the ordering of parts for all vehicles, power equipment, light equipment, and heavy equipment including related paper work in billing, work order filing and inventory control.

### GENERAL DUTIES:

- Receives oral instruction or written work order from Supervisor.
- Performs clerical work in maintaining parts stock and obtaining needed repair parts for all town vehicles and equipment.
- Under direction of Supervisor completes work orders for mechanics, including describing work done, labor, time, parts used and costs.
- Using completed work orders, calculates daily labor, time, and parts cost.
- Enters work orders into computer.
- Conducts price comparisons.
- Picks up parts from vendors as needed.
- Maintains a parts inventory record system to assure that commonly used parts are kept in stock.
- Obtains damage appraisals from commercial garages on town vehicles involved in accidents.
- Maintains log of preventive maintenance work on all vehicles.
- Takes measurement of fuel on hand in underground fuel tanks and orders gas and diesel fuel as needed.
- Maintains control of tool room, signing tools out to mechanics and assuring that tools are returned and accounted for.
- Uses computer in maintaining records.
- Assists in routine work in garage such as tire chain installation during storms.
- Reports work accomplished to Supervisor.

### ADDITIONAL DUTIES:

- Develops and maintains files as needed.
- Answers phones in absence of secretarial employees.
- Cleans and organizes parts room
- Prepares and submits periodic and special reports as required.
- Assists the Parts and Project Coordinator as needed.

**SUPERVISED BY:**

Receives general direction from the Fleet Supervisor.

**QUALIFICATIONS PROFILE:**

- The skills and knowledge required generally be acquired with graduation from high school and three years of experience involving the ordering, purchase or use of mechanical parts used for equipment and vehicle repair and maintenance.
- Knowledge of the types of mechanical parts used for vehicle and equipment repair.
- Organizational ability to adapt and maintain a parts inventory system.
- Ability to compile and maintain accurate files and records.
- Ability to accurately perform basic arithmetic computations.
- Ability to type.
- Ability to acquire skill to operate data and word processing equipment.
- Ability to deal cooperatively with others.
- Ability to work independently.
- Ability to lift 25-50 pounds.
- May be required to lift heavier weights occasionally.
- Ability to work in poor weather conditions including the heat, cold, rain and snow.
- Some knowledge of vehicle repair in order to estimate parts and labor costs.

**LICENSE OR CERTIFICATE:**

- Class II Motor Vehicle Operator's License.

**NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.**

## TOWN OF EAST HARTFORD

**TITLE:** Utility Worker

**GRADE:** 44- 45

**DEPARTMENT:** Public Works

**DATE:** 06/15/99 01/01/18

### POSITION DEFINITION:

Under the direct supervision of the Waste Services Supervisor and/or Foremen, performs driving, equipment operation, and public contact duties associated with Waste Collection, and Transfer Station/ Landfill Operation. Carries out duties according to standard procedures, and in compliance with safety rules.

### ESSENTIAL JOB FUNCTIONS:

- Drives assigned route and assists in daily sanitation pickup.
- Drives roll-off trucks, loads and unloads roll-off containers.
- Drives Town trucks to aid other municipalities as directed by Supervisor or Foreman.
- Prepares truck and auxiliary equipment, checking and adding fuel, lubricants, and accessories as necessary.
- Makes routine safety checks before and after operating trucks and equipment.
- Observes performance of equipment, reports malfunctions to mechanic through the Supervisor.
- Directs vehicles entering transfer station.
- Directs public to recycling, transfer station and other locations within landfill.
- Responds to routine inquiries from the public.
- Monitors incoming vehicles to prevent dumping of hazardous materials in landfill.
- Rides trash removal truck on community routes, assisting in removal of trash and bulk materials.
- Performs general labor and maintenance in the collection and disposal of refuse at the landfill and at transfer station.
- Enforces safety procedures within work areas.
- Monitors refuse vehicles, including weights, number of vehicles, and related information.
- Weighs Town-operated vehicles for control of leaf disposal, recycling, and special programs as needed.
- Weighs outgoing transfer trailers, recording trailer numbers, load weights, and other information.
- Performs arithmetical computations in recording weights and related billing information.
- Verbally reports tasks accomplished to Supervisor or Foreman.

### ADDITIONAL JOB FUNCTIONS:

- Weighs vehicles entering and leaving transfer facility, recording weights for billing and performs related environmental assistance tasks.
- Prepares statistical reports for Supervisor and other written reports as required.
- Answers telephone
- Occasionally schedules and coordinates bulk waste pickups with Waste Services Supervisor or Foreman.
- May work as helper to Bulk Driver/Operator.

### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Ability to read scales.
- Ability to apply common sense to carry out detailed but uninvolved written or oral instructions.
- Ability to acquire working knowledge of federal and state laws and regulations pertaining to solid waste facilities.
- Ability to apply practical solutions to problems involving a few concrete variables from standardized situations.
- Ability to deal positively with members of the public and Town residents.
- Ability to perform basic mathematical computations.

### **PHYSICAL AND MENTAL EFFORT, AND ENVIRONMENTAL CONDITIONS:**

- Work requires heavy lifting in the pickup of solid waste and bulky items. Weights to be lifted are up to 50 pounds frequently, and heavier occasionally. These weights are occasionally lifted overhead.
- Work is performed primarily outside, often in poor weather conditions including heat, cold, rain, or snow, and often in difficult terrain.
- Sufficient stamina and good health to perform strenuous physical labor.

### **JOB QUALIFICATIONS AND LICENSING REQUIREMENTS:**

- The skills and knowledge required would generally be acquired with a high school education or its equivalent.
- CDL-B Motor Vehicle Operator's License required.
- Certification as a Public Weigher by the Commissioner of Weights and Measures required.
- Certification as a Landfill Operator preferred.

**NOTE: The above tasks and responsibilities are illustrative only. The description does not include every task or responsibility.**



**TOWN OF EAST HARTFORD**

**TITLE:** Park Maintainer III (Equipment Operator)

**GRADE:** 48 50

**DEPARTMENT:** Parks and Recreation

**DATE:** ~~03/06/00~~ 01/01/18

**POSITION DEFINITION:**

Operates and performs minor maintenance on machinery and equipment and performs semi-skilled work in the construction, installation, repair, and maintenance of parks, grounds, and recreational areas or facilities.

**GENERAL DUTIES:**

- Receives oral or written directions from Foreman.
- Organizes work in accordance with Foreman's instructions.
- Prepares and services equipment with fuel, lubricants and accessories.
- Makes routine safety check of equipment prior to and after operation.
- Operates equipment such as tractor mower, bucket loader, backhoe, snow blower, mini-bulldozer, and trackless.
- Operates pick up trucks and dump trucks.
- Operates equipment to remove snow, mow fields, remove leaves and refuse, remove stumps, install pipeline, remove sand, rake fields, spread fertilizer, and maintain park and recreational fields, grounds and facilities.
- May lead other departmental employees and summer workers in maintenance tasks.
- During operation, observe's performance of equipment and reports malfunctions to Supervisor.
- Utilizes both power and hand equipment in manual and semi-skilled work in the cleaning, repairing, maintenance, and installation of park and recreational facilities, equipment, and grounds.
- Follows all applicable safety procedures and regulations.
- Reports work accomplished to Supervisor.

**ADDITIONAL DUTIES:**

- Performs manual work in the removal of trees, leaves, brush and trash.
- Performs related park maintenance work.
- Regularly performs tasks of a Park Maintainer of lower grade.
- Operates spraying equipment.

**SUPERVISED BY:**

Receives general supervision from Foreman.

### **QUALIFICATIONS PROFILE:**

- The skills and knowledge required would generally be acquired with three years of experience in grounds maintenance work including experience in the safe operation of light equipment.
- Ability to apply common sense understanding to carry out instructions furnished in oral, written or diagrammatic form.
- Ability to deal with problems involving a few concrete variables from standardized situations.
- Ability to operate equipment skillfully, safely and without abuse to the equipment.
- Ability to perform preventative maintenance on machines used.
- Sufficient stamina and good health to perform strenuous physical labor.
- Ability to lift objects weighing 25-50 pounds.
- May be required to lift heavier weights occasionally.
- Ability to work in poor weather conditions, including heat, cold, rain and snow.

### **License or Certificate:**

Class II Motor Vehicle Operator's License.

**NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.**

## TOWN OF EAST HARTFORD

**TITLE:** Maintainer III (*Sweeper Operator*)      **GRADE:** 48  
**DEPARTMENT:** Public Works - Highway Services      **DATE:** 03/06/90

### POSITION DEFINITION

Operates and performs minor maintenance on construction equipment in the construction, repair, and maintenance of town roads, bridges, grounds, storm sewers, and facilities. Operates Sweeper.

### GENERAL DUTIES:

- Receives oral instructions from Foreman.
- Receives Foreman's instructions for road construction, site preparation work, repair and storm sewer work from job order, street maps, surveyor's maps and stakes, and/or public utilities charts.
- Prepares equipment with fuel, lubricants and accessories.
- Makes routine safety check of equipment and prior to and after operation.
- Operates Sweeper.
- Operates dump truck with plow attachments and/or sander to plow and sand town roads, parking lots, grounds, and facilities.
- Operates equipment to sweep streets, to mow fields and roadsides, and to collect, store and pack leaves and to grade and maintain town roads, grounds, and facilities.
- During operation, observes performance of equipment and reports malfunctions to mechanic.
- Maintains access roads to town facilities.
- Follows all applicable safety procedures and regulations.
- Reports work accomplished to Foreman.

### ADDITIONAL DUTIES:

- Performs manual work in laying of pipe or resurfacing roads, and related construction or maintenance work.
- Regularly performs tasks of a maintainer of lower grade.

### SUPERVISED BY:

Receives general supervision from the Foreman.

**QUALIFICATIONS PROFILE:**

- The skills and knowledge required would usually be acquired with two years of experience in the safe operation of light equipment.
- Ability to apply common sense understanding to carry out instructions furnished in oral, written or diagrammatic form.
- Ability to deal with problems involving a few concrete variables from standardized situations.
- Ability and motor coordination to operate equipment skillfully, safely and without abuse to the equipment.
- Ability to perform preventative maintenance on all machines.
- Sufficient stamina and good health to perform strenuous physical labor.
- Ability to lift objects weighing 25-50 pounds.
- May be required to lift heavier weights occasionally.
- Ability to work in poor weather conditions, including heat, cold, rain and snow.

**LICENSE OR CERTIFICATE:**

- Class II Connecticut Motor Vehicle Operator's license.

**NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.**

## TOWN OF EAST HARTFORD

**TITLE:** Maintainer III (*Equipment Operator*)      **GRADE:** 48  
**DEPARTMENT:** Public Works - Highway Services      **DATE:** 03/06/90

### POSITION DEFINITION:

Operates and performs minor maintenance on construction equipment in the construction, repair, and maintenance of town roads, bridges, grounds, storm sewers, and facilities.

### GENERAL DUTIES:

- Receives oral instructions from Foreman.
- Takes information from Foreman to perform road construction, site preparation work, repair and storm sewer work from job order, street maps, surveyor's maps and stakes, and/or public utilities charts.
- Prepares equipment with fuel, lubricants and accessories.
- Makes routine safety check of equipment prior to and after operation.
- Operates equipment such as backhoe, tractor, and rollers.
- Operates dump truck with plow attachments and/or sander to plow and sand town roads, parking lots, grounds, and facilities.
- Operates equipment to mow fields and roadsides, and to collect, store and pack leaves and to grade and maintain town roads, grounds, and facilities.
- During operation, observes performance of equipment and reports malfunctions to mechanic.
- Maintains access roads to town facilities.
- Follows all applicable safety procedures and regulations.
- Reports work accomplished to Foreman.

### ADDITIONAL DUTIES:

- Performs manual work in the laying of pipe patching or resurfacing roads, and related construction or maintenance work.
- Regularly performs tasks of a maintainer of lower grade.

### SUPERVISED BY:

Receives general supervision from the Foreman.

### **QUALIFICATIONS PROFILE:**

- The skills and knowledge required would usually be acquired with two years of experience in the safe operation of light equipment.
- Ability to apply common sense understanding to carry out instructions furnished in oral, written or diagrammatic form.
- Ability to deal with problems involving a few concrete variables from standardized situations.
- Ability and motor coordination to operate construction equipment skillfully, safely and without abuse to the equipment.
- Ability to perform preventative maintenance on all machines.
- Sufficient stamina and good health to perform strenuous physical labor.
- Ability to lift objects weighing 25 to 50 pounds.
- May be required to lift heavier weights occasionally.
- Ability to work in poor weather conditions, including heat, cold, rain and snow.

### **LICENSE OR CERTIFICATE:**

- Class II Connecticut Motor Vehicle Operator's license.

**NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.**

## TOWN OF EAST HARTFORD

**TITLE:** Maintainer III ( *Eductor Operator*)      **GRADE:** 48  
**DEPARTMENT:** Public Works - Highway Services      **DATE:** 03/06/90

### POSITION DEFINITION:

Operates and performs minor maintenance on construction equipment in the construction, repair, and maintenance of town roads, bridges, grounds, storm sewers, and facilities. Operates Eductor.

### GENERAL DUTIES:

- Receives oral instructions from Foreman.
- Receives Foreman's instructions for road construction, site preparation work, repair and storm sewer work from job order, street maps, surveyor's maps and stakes, and/or public utilities charts.
- Prepares equipment with fuel, lubricants and accessories.
- Makes routine safety check of equipment prior to and after operation.
- Operates Eductor.
- Operates dump truck with plow attachments and/or sander to plow and sand town roads, parking lots, grounds, and facilities.
- Operates equipment to mow fields and roadsides, and to collect, store and pack leaves and to grade and maintain town roads, grounds, and facilities.
- During operation, observes performance of equipment and reports malfunctions to mechanic.
- Maintains access roads to town facilities.
- Follows all applicable safety procedures and regulations.
- Reports work accomplished to Foreman.

### ADDITIONAL DUTIES:

- Performs manual work in laying of pipe, patching or resurfacing roads, and related construction or maintenance work.
- Regularly performs tasks of a maintainer of lower grade.

### SUPERVISED BY:

Receives general supervision from Foreman.

### **QUALIFICATIONS PROFILE:**

- The skills and knowledge required would usually be acquired with two years of experience in the safe operation of light equipment.
- Ability to apply common sense understanding to carry out instructions furnished in oral, written or diagrammatic form.
- Ability to deal with problems involving a few concrete variables from standardized situations.
- Ability and motor coordination to operate light construction equipment skillfully, safely and without abuse to the equipment.
- Ability to perform preventative maintenance on all machines.
- Ability to direct the work.
- Sufficient stamina and good health to perform strenuous physical labor.
- Ability to lift objects weighing 25-50 pounds.
- May be required to lift heavier weights occasionally.
- Ability to work in poor weather conditions, including heat, cold, rain, and snow.

### **LICENSE OR CERTIFICATE:**

- Class II Connecticut Motor Vehicle Operator's license.

**NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.**



## TOWN OF EAST HARTFORD

**TITLE:** Maintainer IV (Heavy Equipment Operator)

**GRADE:** 52

**DEPARTMENT:** Public Works - Highway Services

**DATE:** ~~03/06/99~~ 01/01/18

### POSITION DEFINITION

Operates and performs minor maintenance on heavy construction equipment in the construction, repair, and maintenance of town roads, bridges, grounds, storm sewers, and facilities. Performs finish grading and serves as lead heavy equipment operator. Performs as lead worker when Foreman is unavailable.

### GENERAL DUTIES:

- Receives oral instructions from Foreman.
- Takes information from Foreman for road construction, site preparation work, repair and storm sewer work from job order, street maps, surveyor's maps and stakes, and/or public utilities charts.
- Operates equipment such as backhoe, grader, pay loader, roller, and power shovel.
- Prepares heavy equipment with fuel, lubricants and accessories.
- Makes routine safety check of equipment prior to and after operation.
- Performs finish grading work on roads, fields, and parking lots.
- Operates equipment to grade and maintain town roads, grounds and facilities.
- Operates dump truck with plow attachments and/or sander to plow and sand town roads, parking lots, grounds, and facilities.
- Drives dump truck to deliver and remove materials to and from work areas.
- During operation, observes performance of equipment and reports malfunctions to mechanic and Foreman.
- Maintains access roads to town facilities.
- Follows all applicable safety procedures and regulations.
- Reports work accomplished to Foreman.

### ADDITIONAL DUTIES:

- Performs manual work in laying of pipe, patching or resurfacing roads, and related construction or roads maintenance work.
- Regularly performs tasks of a maintainer of lower grade.
- **Operates all equipment classifications including the sweeper, light equipment and eductor**

### SUPERVISED BY:

Receives general supervision from Foreman.

### **QUALIFICATIONS PROFILE:**

- The skills and knowledge required would usually be acquired with three years of experience in the safe operation of heavy construction equipment.
- Ability to apply common sense understanding to carry out instructions furnished in oral, written or diagrammatic form.
- Ability to deal with problems involving a few concrete variables from standardized situations.
- Ability and motor coordination to operate heavy or light construction equipment skillfully, safely and without abuse to the equipment.
- Ability to perform preventative maintenance on all machines.
- Ability to direct the work of a road crew.
- Sufficient stamina and good health to perform strenuous physical labor.
- Ability to lift objects weighing 25-50 pounds.
- May be required to lift heavier weights occasionally.
- Ability to work in poor weather conditions, including, heat, cold, rain and snow

### **LICENSE OR CERTIFICATE:**

- Class II Connecticut Motor Vehicle Operator's license.
- Class I Operator's License desirable.


**NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.**



## MEMORANDUM

**DATE:** November 14, 2017

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance 

**TELEPHONE:** (860) 291-7246

**RE:** **Public Works Laborer's (1174) Contract Settlement & Contingency Transfer**

---

By way of this memo, attached please find the Budgetary Transfer of Funds form for the settlement of the Public Works Laborer's Contract.

Approval of the form will provide the funding to satisfy the contract settlement through June 30, 2018.

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

Town Of East Hartford  
Request for Budgetary Transfer of Funds

Department Name CONTINGENCY  
Fund Name General

Date November 14, 2017  
Fiscal Year 2017-18 Fund Number GO1

To: Account No.	Account Name	Amount	From: Account No.	Account Name	Amount
Highway Services – Permanent Services	G7300-60110	\$ 74,450	Contingency Reserve – Contract Neg	G9600-60201	\$ 74,450
	Total	\$ 74,450		Total	\$ 74,750

**JUSTIFICATION:** Provide detail and specific reasons for this transfer.

This should include future budget impact on both the “to” and the “from” accounts. Attach additional information if necessary.

To provide a source of funds to settle the Public Works Laborer’s (1174) Labor Contract for the fiscal year ending June 30, 2018.

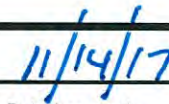
Signature- Director/Department Head \_\_\_\_\_



Approvals \_\_\_\_\_



Finance Director



Date Approved

\_\_\_\_\_  
Mayor

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

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

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

**Finance DEPARTMENT USE ONLY**

Transfer \_\_\_\_\_

Date Entered \_\_\_\_\_

Entered By \_\_\_\_\_

The Town of East Hartford  
 Analysis of the 1174 Contract  
 Prepared as of November 14, 2017

<u>Wages</u>	<u>Medical Prem. Share and seed</u>
2%, 2%, 1%, 1%	14% AR, 12% AR, 11% AR and 10% AR
	Seed = 50%, 25%, 25%, no seed

Employees Covered 60

	Base @6/30/17	Precon. GWI 0.00%	6/30/17 Base Total	Year 1 @7/17 2.00%	6/30/18 Base Total	Year 2 @7/18 2.00%	6/30/19 Base Total	Year 3 @7/19 1.00%	6/30/20 Base Total	Year 4 @7/20 1.00%	6/30/21 Base Total
Reg. Wages	3,500,500	-	3,500,500	70,010	3,570,510	71,410	3,641,920	36,419	3,678,339	36,783	3,715,123
OT Wages	222,000	-	222,000	4,440	226,440	4,529	230,969	2,310	233,278	2,333	235,611
<b>Total</b>	<b>3,722,500</b>	<b>-</b>	<b>3,722,500</b>	<b>74,450</b>	<b>3,796,950</b>	<b>75,939</b>	<b>3,872,889</b>	<b>38,729</b>	<b>3,911,618</b>	<b>39,116</b>	<b>3,950,734</b>

Year	Wage Inc. Per Year	Wage Inc. Total	Year 1	Year 2	Year 3	Year 4
Pre	-	-				
1	74,450	74,450	74,450	74,450	74,450	74,450
2	75,939	150,389		75,939	75,939	75,939
3	38,729	189,118			38,729	38,729
4	39,116	228,234				39,116
<b>Total</b>		<b>642,191</b>	<b>74,450</b>	<b>150,389</b>	<b>189,118</b>	<b>228,234</b>

Total Per Year	Total Per Contract	Net OPEB Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
-	-	-	-	-	0.0%
74,450	74,450	-	74,450	74,450	2.0%
75,939	150,389	-	75,939	150,389	2.0%
38,729	189,118	-	38,729	189,118	1.0%
39,116	228,234	-	39,116	228,234	1.0%
-	-	-	-	-	-
<b>228,234</b>	<b>642,191</b>	<b>-</b>	<b>228,234</b>	<b>642,191</b>	<b>6.0%</b>


Annualized 1.5%

Other Notes:

- 1 The health insurance changes are cost neutral, move to the allocated rate, and eventually eliminate the seed
- 2 The increase to \$500 in the wellness payment is cost neutral
- 3 This bargaining group either pays a 1% OPEB deduction (DB employees) or does not receive retiree medical (DC employees)
- 4 Several job reclassifications were made and the cost of those will be offset by a new workweek for auto waste drivers plus other workday changes



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 16, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: AGREEMENT: East Hartford Housing Authority PILOT

---

The Town of East Hartford has entered into a PILOT agreement with the East Hartford Housing Authority (EHHA) for six properties owned by the EHHA.

The properties are located at 41-43 Welles Avenue, 68 and 83 Connecticut Boulevard, 232-234 Burnside Avenue, 17-19 Goodwin Place, and 39-41 Laurel Street.

Attached for your review and consideration is the revised PILOT Agreement, which asks that two additional properties at 9-11 June Street and 107 Olmsted Street, owned by the EHHA, be exempted from the 2017 Grand List, with the attached letter from East Hartford Housing Authority Debra Bouchard seeking an addendum to the current 12% PILOT agreement.

Please place this information on the agenda for the November 28, 2017 meeting.

Thank you.


C: M. Walsh, Director of Finance



## MEMORANDUM

**DATE:** November 14, 2017

**TO:** Marcia A. Leclerc, Mayor

**FROM:** Michael P. Walsh, Director of Finance 

**TELEPHONE:** (860) 291-7246

**RE:** East Hartford Housing Authority - Revised PILOT Agreement

---

By way of this memo, attached please find a Revised PILOT Agreement between the Town of East Hartford and the East Hartford Housing Authority related to eight scattered site housing properties owned by the authority.

Backup materials including a letter from Housing Authority Executive Director Debra Bouchard requesting the addition of the two new properties including a worksheet of annual shelter rents less annual utilities by parcel is attached for your review.

With this information in hand, please forward the agreement to the Town Council for consideration. I will be on hand to answer any questions on November 28, 2017.

Should you have any questions or problems on any of the aforementioned, please feel free to let me know.

**PILOT AGREEMENT**  
**EAST HARTFORD HOUSING AUTHORITY**  
**EAST HARTFORD, CONNECTICUT**

(Revised as of November 28, 2017)

1. The East Hartford Housing Authority (EHHA) has purchased various real property located at 41-43 Welles Avenue, 68 and 83 Connecticut Boulevard, 232-234 Burnside Avenue, 17-19 Goodwin Place, 39-41 Laurel Street, 9-11 June Street, and 107 Olmsted Street in East Hartford Connecticut.
2. It is anticipated that the EHHA will operate these sites solely to provide affordable housing under the direction of the State of Connecticut Department of Housing at these locations for the foreseeable future.
3. The Assessor for the Town of East Hartford has determined that these various properties operated as scattered site housing by the EHHA are tax exempt under the provisions of Connecticut General Statutes (CGS) sections 8-58 and/or 8-71 as long as the various properties are used by the EHHA as affordable housing.
4. The EHHA acknowledges its current tax exemption status and hereby offers subject to the provisions of CGS 8-71, a payment in lieu of taxes (PILOT) on the various sites acknowledging the parcels to be users of services from the Town.
5. Effective July 1, 2018, for all scattered site properties owned by the EHHA as of the October 1, 2017 grand list, the EHHA hereby agrees to make a PILOT payment of \$23,974 to the Town.
6. For the October 1, 2018 grand list and future grand lists, the PILOT payment will continue for the duration of time that the EHHA owns and operates the properties as affordable housing.
7. The EHHA will prepare a calculation annually based on the provisions of CGS 8-71 based on 12% of shelter rents less utilities and forward that payment to the Town by July 31 of each year.
8. This PILOT agreement is subject to the review and approval of the Town Council.

Dated at East Hartford, Connecticut, this 28<sup>th</sup> day of November, 2017.

---

Marcia Leclerc, Mayor  
Town of East Hartford

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Deborah Bouchard  
The East Hartford Housing Authority





**East Hartford Housing Authority**  
546 Burnside Ave, East Hartford, CT 06108

Main Office  
860-290-8301

Maintenance\24 Hour Emergency  
860-290-8300

TDD 1-800-545-1833 ext 216

Finance Dept Fax  
860-290-8308

Leasing Dept Fax  
860-289-1688

[www.ehhousing.org](http://www.ehhousing.org)

September 26, 2017

Brian Smith  
Assessor  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

Dear Brian Smith:

The East Hartford Housing Authority is requesting exemption for taxation for the following properties:

9-11 June Street, East Hartford, CT 06108- Purchased June 29, 2017  
107 Olmsted Street, East Hartford, CT 06108-Purchased September 15, 2017

Under CGS 8-58 the provisions state in part that "The property of an authority [referring to any housing authority in the state including East Hartford Housing Authority] or any agency or instrumentality designated or appointed by the authority shall be exempt from all local and municipal taxes." The Scattered Site Development is a property of the Housing Authority which it operates solely to provide affordable housing under the direction of the State of Connecticut Department of Housing (DOH).

The Housing Authority is formally requesting that the two properties mentioned above be exempted from the 2017 Grand List and understands that the Olmsted property is still responsible for any payments due to the town under the 2016 Grand List.

The East Hartford Housing Authority will be seeking an addendum to the current 12% PILOT agreement for the above mentioned properties.

If you have any questions, please contact me.

Sincerely,

Debra Bouchard  
Executive Director

JAMES KATE  
CHAIRMAN

KATHLEEN STEPHENS  
VICE CHAIRMAN

HAZELANN B COOK  
COMMISSIONER

JOHN CARELLA  
COMMISSIONER

PRESCILLE YAMAMOTO  
COMMISSIONER

DEBRA BOUCHARD  
EXECUTIVE DIRECTOR

RALPH J ALEXANDER  
LEGAL COUNSEL

EQUAL HOUSING OPPORTUNITY



EQUAL OPPORTUNITY EMPLOYER


Town of East Hartford PILOT Calculation  
 For the EHHA  
 Prepared on November 14, 2017

PILOT calculation: 12% of Shelter Rents less utilities

	Gross Annual Shelter Rent	Annual Utilities	Net Annual Shelter Rent	12%
41-43 Welles Avenue	22,680	1,000	21,680	2,602
68 Connecticut Boulevard	24,000	1,000	23,000	2,760
83 Connecticut Boulevard	33,000	1,500	31,500	3,780
232-234 Burnside Avenue	36,000	1,500	34,500	4,140
17-19 Goodwin Place	21,900	1,000	20,900	2,508
39-41 Laurel Street	24,900	1,000	23,900	2,868
9-11 June Street	24,000	1,500	22,500	2,700
107 Olmsted Street	22,800	1,000	21,800	2,616
Totals	209,280	9,500	199,780	23,974



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 16, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: 2017 – 18 LoCIP Projects

---

Please see the attached details on the two identified projects totaling \$450,000 that have been identified for funding under the Local Capital Improvement Program (LoCIP) funds from the State of Connecticut.

Please place this resolution on the Town Council agenda for the November 28, 2017 meeting.

Thank you.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
M. Walsh, Finance Director  
T. Fravel, Director of Parks & Recreation

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a Resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 28<sup>th</sup> day of November, 2017.

**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 as may be required by the State of Connecticut Office of Policy and Management to secure Local Capital Improvement Program funds (LoCIP) in the amount of \$450,000 for projects listed in the approved 2017 Municipal Capital Improvement Plan. The projects will be:

- Ecology Drive Fuel Storage Tank Replacement – Phase II \$225,000
- Wickham Library Renovation \$225,000

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

**IN WITNESS WHEREOF**, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this \_\_\_\_ day of November, 2017.

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

seal

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

Grant Description: 2017-18 LoCIP Projects

Funder: State of CT Office of Policy and Management

Grant Amount: \$450,000.

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



First year received:	<u>1988</u>		
Last 3 years received:	<u>2016</u>	<u>2015</u>	<u>2014</u>
Funding level by year:	<u>\$446,673</u>	<u>\$448,528</u>	<u>\$454,071</u>

Is a local match required?  Yes  No

If yes, how much? N/A From which account? N/A

Grant purpose: The Local Capital Improvement Program (LoCIP) distributes funds to municipalities to reimburse the cost of eligible local capital improvement projects such as road, bridge or public building construction activities.

Results achieved: Funding for projects listed on the Town's Capital Improvement Plan

Duration of grant: Until projects are completed

Status of application: Application will be submitted to OPM following Council approval

Meeting attendee: Grants Manager Paul O'Sullivan, ext. 7206


Comments: Projects are as follows:

<u>CIP #2018-201</u>	<u>Ecology Drive Fuel Storage Tank Replacement Phase II</u>	<u>\$225,000</u>
<u>CIP #2018-601</u>	<u>Wickham Library Renovations</u>	<u>\$225,000</u>
		<u>Total: \$450,000</u>

Notes: This resolution requests authorization to spend LoCIP funds on two projects identified in the 2017-18 Capital Improvement Plan.

GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc  
FROM: Paul O'Sullivan, Grants Manager   
SUBJECT: Referral to Council – LoCIP Grant Applications (\$450,000)  
DATE: November 15, 2017

---

Local Capital Improvement Program (LoCIP) funds from the State of Connecticut are distributed to support projects which are included in a municipality's approved Capital Improvement Program (CIP). The following projects have been identified for funding from LoCIP:

CIP #	Project Name	Amount	Description
2018-201	Ecology Drive Fuel Storage Tank Replacement – Phase II	\$225,000	Funding for the replacement of the fuel storage tank at Ecology Drive
2018-601	Wickham Renovation	\$225,000	Funding for the renovation of the Wickham Library
	<b>Total</b>	<b>\$450,000</b>	

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 28, 2017. The purpose is to authorize you as Mayor to make application and execute any documents necessary to utilize LoCIP grant funds for these projects. These authorizations may be acted on singly or in a group.

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

Cc: Michael P. Walsh, Director of Finance  
Timothy A. Bockus, Director of Public Works  
Eileen Buckheit, Director of Development

**DEPARTMENT:** Public Works

**Ref. # 2018-201** **Project Description:** Ecology Drive Fuel Storage Tank Replacement

We are recommending this request in the amount of \$225,000 in LoCIP funding to provide a funding source for the purchase of a replacement for the existing fuel storage tanks at the Public Works Ecology Drive Facility.

The existing underground diesel and gasoline storage tanks were installed in 1989 and are nearing the end of their 30-year life when they must be replaced. Current regulations require increased monitoring which results in increased operational costs. The existing underground tanks will be replaced with compatibly sized above ground storage tanks (Convaults) to avoid increasingly difficult and costly regulatory requirements and potential environmental risks.

**Ref. # 2018-202** **Project Description:** EHCCC HVAC

We are recommending this request in the amount of \$110,000 in lease funding to provide a funding source for the purchase of one large 40-ton and one small 15-ton roof top HVAC units at the East Hartford Community Cultural Center as part of a two-year phased replacement project.

These units are the original units installed in the mid-1990's as part of the Center's renovations and have exceeded their 20-year life expectancy. Two larger units have recently failed and have been replaced and other units are experiencing increased breakdowns.

**Ref. # 2018-203** **Project Description:** Compact cars

We are recommending this request in the amount of \$40,000 in lease funding to provide a funding source for the purchase of two compact/electric cars to be used by Town Hall staff as they carry out their daily work functions

**Ref. # 2018-204** **Project Description:** Utility Vehicle

We are recommending this request in the amount of \$38,000 in lease funding to provide a funding source for the purchase of a new utility vehicle to supplement the light vehicle fleet. Several light vehicles have been removed from service in the past year due to their age and mileage and a new vehicle is needed to sustain the needs of the various Departments.

**DEPARTMENT:** Library

<b>Ref. # 2018-601</b>	<b>Project Description: Wickham Renovation</b>
------------------------	--


We are recommending this request in the amount of \$225,000 in LoCIP funding to provide a funding source for the renovation of Wickham Library.

With input from the Library Director as to appropriate programming to be scheduled at the Wickham Library, the town will upgrade the facility with among other things, new carpeting, furnishings, paint, and attempt to address existing handicapped accessibility issues.





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 16, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Working Cities Challenge Grant Program

---

On April 5, 2017, East Hartford Public Schools received a \$15,000 design grant award as part of the Boston Fed's Working Cities Challenge. Following a six-month design phase, they are now able to compete for a larger implementation award expected to be between \$300,000 and \$500,000.

East Hartford's application focuses on workforce and community development, education, and revitalization of neighborhoods within the Silver Lane Corridor footprint. While East Hartford Public Schools is the lead applicant for the program, the grant requires the chief executive of the program's core partners to be authorized by each organization's governing board. Attached is the resolution authorizing the designation of the Town as a core partner to the East Hartford Public Schools for their grant request, along with additional information about the program.

Please place this resolution on the November 28, 2017 Town Council agenda.

Thank you.

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

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 28th day of November, 2017

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

**WHEREAS;** the Federal Reserve Bank of Boston has issued a request for proposals for the Working Cities Challenge Grant Program; and,

**WHEREAS;** the core elements of the Challenge are leading collaboratively across sectors, engaging community members, using evidence to track progress toward a shared goal, and working to improve the lives of low-income residents by changing systems; and

**WHEREAS;** as a core partner to the East Hartford Public Schools, the Town can bring valuable knowledge and expertise to the project,

**NOW THEREFORE LET IT BE RESOLVED;** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to designate this corporation as a core partner to the East Hartford Public Schools as required by the Federal Reserve Bank of Boston's Working Cities Challenge Grant Program.

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

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the 28th day of November, 2017.

Seal

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

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

Grant Description: Working Cities Challenge Grant Program

Funder: Federal Reserve Bank of Boston and partner organizations

Grant Amount: Between \$300,000 and \$500,000

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

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

Is a local match required?    Yes    No

If yes, how much?   N/A

From which account? N/A

Grant purpose:   The Challenge is a grant competition that is designed to support cross-sector collaborative leadership and ambitious work to improve the lives of low-income people in Connecticut's cities and towns.

Results achieved:   East Hartford Public Schools' application focuses on workforce development, community and education, and neighborhood revitalization in the Silver Lane neighborhood.

Duration of grant:   Undetermined, but grants are multi-year awards


Status of application: Under development

Meeting attendee:   Development Director Eileen Buckheit, x 7303

Comments:   The Town is not the lead applicant for the application. Since the application focuses on the Silver Lane School District, that role is being filled the East Hartford Public Schools. However, the Boston Fed is requiring that the core partners be officially designated as such. The Town's status as only a core partner is stated in the resolution.

GRANTS ADMINISTRATION  
MEMORANDUM

---

TO: Mayor Marcia A. Leclerc  
FROM: Paul O'Sullivan, Grants Manager   
SUBJECT: Council Resolution – Working Cities Challenge Grant Program  
DATE: November 16, 2017

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Attached is a draft Town Council resolution authorizing you as Mayor to designate the Town as a core partner to the East Hartford Public Schools as required by the Federal Reserve Bank of Boston for a grant under the Working Cities Challenge Grant Program.

The Working Cities Challenge (WCC) competition is an economic development effort that builds cross-sector collaboration and leadership to solve challenges affecting Connecticut's smaller urban communities. The WCC, first launched in Massachusetts in 2013, builds cross-sector collaboration through the participation of several "core partners." A core partner is defined as a public, private or nonprofit entity that commits itself to a leadership role throughout the project, and brings to the table its distinct strengths and expertise to solve a problem so large and complex that no one partner could solve it alone. East Hartford's application focuses on workforce development, community and education, and neighborhood revitalization in the Silver Lane Neighborhood. I have attached a working draft of the application.

While the East Hartford Public Schools are the lead applicant for this program, the implementation grant guidance requires that the chief executives of the application's core partners certify that they have been authorized to participate by each organization's governing board. The Town's designation as a core partner is stated in the proposed resolution.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 28, 2017. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

## **Part II – Proposal Narrative** *(do not change the sizes of the text boxes, margins or fonts)*

### **I Core Elements / Criteria – the ‘how’**

#### **1. Collaborative Leadership** (20 points)

- a. Did the composition (sectors, styles, skills, diversity, etc) of your team evolve over the design phase, and if so, why and how did this happen? What changes do you want to make to your team during the implementation phase, and why?**

Interest in developing a team to pursue the Working Cities challenge started when East Hartford Mayor Marcia A. Leclerc, proposed focusing the application on the marginalized Silver Lane neighborhood. She inquired whether East Hartford Public Schools would have the capacity to take the lead on an application. The idea was that Silver Lane Elementary school, both a low performing school in town but also a community landmark, had the potential to be the center of economic and educational growth in the neighborhood.

Simultaneously, an ongoing study of redevelopment potential and construction plans for an outlet mall in the area were also focusing on the neighborhood. The school district agreed and initiated a cross-sector collaboration with partners who saw the need for change in the underrepresented community. Many partners already served the residents through their respective public and private organizations, and the group agreed to combine efforts towards reinvigorating the community. Leaders who were passionate and committed to the project came together to form the core team, while others remained involved through committee groups.

Our team hit a road block when we recognized our root causes were three pronged and it was difficult to address each one within one large group. We formed three Committees to address each root cause, and invited partners to participate based on their area of expertise. Committees enabled us to identify partners, resources, and existing initiatives that aligned with our efforts. To keep stakeholders engaged, we developed committee mission statements, goals and action steps.

We recognized early on the need for authentic involvement from residents. We formed a Community Engagement Committee staffed by five residents, our Community Liaisons, who have been present from the beginning; at each design session as well as each meeting, event, and outreach effort. Once we looked at governing structure, we considered changing our lead applicant since raising incomes and financial stability were our primary focus over educational outcomes.

After careful consideration, we decided to stay with the School District, as we believed they could best ensure the core elements of our initiative are sustained. Our team will continue to evolve and is committed to continuing collaboration to help low-income residents regardless of whether this application is successful. More partners have become interested in building upon our early successes. Many of us will take on expanded roles as we assist an executive director and begin to apply our unique skill sets and resources towards system changes.

**b. What other local collaboratives or initiatives does or will your project link to or leverage (if any)? If so, how do you and these partners plan to work together toward shared/complementary goals? How would WCC add value to any existing collaborative efforts?**

Other local collaborates that our initiative will link to include: a Town Brownfields grant that is creating a redevelopment plan for the area and includes vacant retail spaces; collaborating with Planning Consultants and the Capital Region Council of Governments on a 12-18 month transportation study of the Silver Lane corridor that includes a stakeholders meeting with Silver Lane residents; and our Infrastructure committee expanding a relationship with HallKeen Management in order to include feedback from the diverse and low-income residents to be impacted by their plans.

Our Workforce Development Committee, which will become an employer-led partnership upon implementation, will coordinate with the Advanced Manufacturing Employer Partnership, a well-established group with similar goals. Core Team member, The Connecticut Center for Advanced Technology (CCAT)'s "Dream It. Do It." Initiative and Job Match portal can assist with the foundation of our online workforce portal and help to build awareness of opportunities in manufacturing for neighborhood residents.

Based on work begun in Committee, we will be able to leverage programming and services through the SNAP Employment and Training programs at Goodwin College and the industry sector work and career pathway models created by the regional workforce development board, Capital Workforce Partners. The School District's Office of Family and Community Partnerships and Family Resource Centers will assist our efforts to grow community engagement and can connect families they serve with leadership opportunities.

**c. Describe how your collaborative will function during implementation, including:**

- **your team's governance structure and decision-making process**
- **roles and responsibilities**
- **how leadership will be distributed / shared**

RESPONSE UNDER DEVELOPMENT

**d. What expertise does your lead applicant or backbone agency have in leading a multi-sector, multi-stakeholder collaborative? Please provide evidence that this entity has the experience and capacity to manage and facilitate the implementation of your initiative.**

EHPS manages over \$100 million in state, local, foundations, and federal funding. We have over 1,400 employees who work in our district. EHPS manages a multitude of grants totaling over \$29 million. Our role as fiscal agents for all the grants is a major function of the Business Office. Independent auditors, required by town ordinance, complete a fiscal audit of our annual financials each year. For over the past twelve years we have not had a finding or comment on our fiscal operations. EHPS grants unit under the school administration has a long history and works collaboratively with a number of town agencies to facilitate programming and deliver services to the residents- such as adult education, Family and Community engagement, work force initiatives connecting high school students with job opportunities and training and the local colleges, family resource centers, United Way

EHPS works with the School Business Partnership, a nonprofit 501(c) 3 origination to secure funding for many local initiatives.

East Hartford's Mayor and Superintendent have a strong collaborative approach in securing the best opportunities for the residents of East Hartford as a whole and work together on a regular and consistent basis. They work together to connect the town and school resources for the betterment of the town. The mayor has connected the EHPS employees with initiatives that many other public schools wouldn't normally be involved in but because of the collaborative relationship the two agencies are able to pool resources and expertise.

### **Community Engagement (20 points)**

- a. How would you describe the way your city's operating culture works now, and how would it be different as a result of your team's initiative? Focus on resident engagement: who is engaged, who feels welcome, who gets to decide, who is left out, etc**

East Hartford functions as a medium-sized city that retains the name of "Town," with a surprising lack of community participation considering the size of its population of approximately 52,000, with more than 50% of residents being minority. Mayor Marcia Leclerc has approximately a dozen Directors of Town departments that report to her and are responsible for meeting the majority of town needs and services.

The Mayor's Office posts regular announcements on a Town website and Facebook page and hosts monthly lunches where neighbors are invited to Town Hall for a lunch with her in an open-forum format. There is only one annual public hearing on the budget, though monthly Town Council meetings are open to the public. Unfortunately, there is low attendance at these Town-Hall-based meetings, and those residents that do attend tend to be the same, small number of people. There is no neighborhood resident organization in the target area of this initiative. Additionally, there are very few community-based agencies or nonprofit groups in town. Therefore, decisions that affect the community are largely made by the Mayor and the Town Council.

Residents with children often look to and rely heavily on East Hartford Public Schools to fill the gap that this lack of community and neighborhood-based service provision creates. This is certainly the case with the Silver Lane neighborhood and Silver Lane Elementary School, the central focus area of the East Hartford Working Cities initiative. Silver Lane School has a Family Resource Center that provides a variety of supports for students and their families, including play and parenting groups. The School also has staff dedicated solely to family and community engagement. They host an afterschool program four days a week during the school year and drop-in hours during the summer and have an active Parent Teacher Organization. Families and neighbors of Silver Lane Elementary School tend to be those that feel most engaged and welcome, though school staff indicate even the level of resident engagement here could be improved.

According to residents who contributed to the development of this initiative, those that are most often left out tend to be young adults who may have graduated from or not completed high school, the unemployed, and non or minimal English speakers. Exclusion from civic, social, and professional life is particularly difficult if a resident fits into more than one of those categories, like for example, many residents from the partially subsidized Summerfield Townhomes do. Community engagement efforts in East Hartford over the past 30 years have been limited. However, as a result of the development of our

Community Engagement Committee from this initiative, we have discovered a promising strategy for an improved change in resident engagement. Five residents, led by two School District staff and a Senior Manager at the United Way, dedicated themselves to at least weekly meetings and administering a survey inquiring about educational and employment experience to almost 200 neighbors. These Community Liaisons helped to refine our survey, engaged in extensive community outreach, and presented their findings after six months of work to employers, town leaders including the Mayor, and public sector and philanthropic partners.

The feedback, encouragement, and sense of accomplishment that this work resulted in for the Liaisons, has led to them committing to be the foundation for a Resident Advisory Board. This Board would participate not only in the governing structure and strategy implementation of this initiative, but as its own entity that intends to grow in number and leadership capacity. Liaisons are ready and interested to partner with traditional decision makers in achieving change, and this is an entirely different approach for this community.

***b. What have you learned about engaging residents (especially lower income residents and diverse communities) during the design phase? How has your Working Cities experience with engaging residents been the same or different than past experiences in your community?***

We learned a great deal about engaging residents during the design phase of this initiative. In order to involve residents from the beginning, the School District and other core team members hosted a Community Forum in January 2017. This first forum was very successful in that we had over 100 participants. Many families attended, along with school and town leaders, elected officials, and community partners. We utilized break-out groups to ask residents about their aspirations for their neighborhood, barriers that stood in the way, suggestions for change, and who they thought should make those changes.

The positive response to this forum became the foundation to our work engaging residents and learning from their feedback. We also learned early on that we needed to solicit the assistance of people who live in the community in order to gain valuable insight and begin building trustworthy relationships with residents. To do this, we hired five Community Liaisons who were charged with engaging and surveying community members to gain data and insight. In an effort to provide the Liaisons with some training, local United Way staff put together a small training based on community organizing principles, we utilized existing training offered for parents by the School District, and we planned a driving tour of the neighborhood to map existing resources and other neighborhood demographics. To our knowledge, there had never been such a parochial attempt to gather information in this neighborhood, and our work was very different than any previous community engagement attempts.

Our liaisons became essential as we developed our survey, ensuring that it was not obtrusive or ostracizing. We learned that in order to engage residents authentically, we needed to meet them where they were. Our five liaisons worked through many versions of a somewhat lengthy community survey with us, to ensure we could get the information we needed around education, employment, and resident engagement, while also not unintentionally communicating negative assumptions about residents' experiences.

As a result of this careful deliberation, survey responses proved that in several of the core team assumptions, the opposite was true. For example, we were incorrect in assuming that everyone who could not speak English well would want to take a class to improve English skills; that everyone who was



not employed could or would want to commit time to a training to change their employment status; that everyone who made below a certain income threshold would want to improve their income; and that since there had been little resident organization up to this point, that there just wasn't interest. In surveying close to 200 people, other themes we learned from engaging residents included: the majority of those surveyed have jobs but are struggling to pay the bills, most respondents would require financial support if they were to continue schooling or training, and families want enriching after school programs and extracurricular activities for their children to attend while parents attend school or training.

Generally, residents were positive and excited about Working Cities and the possibility of change. Seventy percent of our respondents were interested in getting involved with our initiative. We learned that 90% of respondents had internet access at home, and that 74% use social media, 80% of those identifying Facebook specifically. This knowledge will contribute greatly to how we reach out to residents. On the other hand, we also identified several challenges. We approached many more people than we actually got survey responses from. Many residents do not have time for and do not trust or understand community engagement efforts. Many are frustrated with historically being excluded and ignored. We identified a growing Vietnamese population, but we struggled to engage and involve them due to language and cultural barriers. Finally, as our Liaisons concluded their resident engagement work in October, they identified and the core team learned it is crucial for them to continue to receive more training and opportunities for personal development.

Our team recognizes that investment in resident leadership and their capacity to change systems requires explicit attention to existing organizational infrastructure and power structures. We know that our efforts at community engagement and neighborhood organization can advance only if there is a strong partnership with traditional decision makers and a willingness to adopt an inclusiveness of the inherent potential of residents in what has been an underrepresented and under resourced neighborhood.

***c. How will you ensure for continued engagement from the community during the implementation stage? Cite specific roles that low-income and diverse community members will have.***

Our five Community Liaisons, who are the foundation of our Resident Advisory Board and part of the planned governance structure for our initiative, will be the primary mechanism we utilize to ensure for continued engagement during the implementation stage. Our liaisons are diverse and represent some of the many categories of individuals living within the Silver Lane community: parents, homeowners and renters, Hispanic, living in subsidized housing, employed and unemployed, adult students, members of the Muslim faith, bilingual in Spanish, new to the community, residents for decades, new to community leadership positions, and experienced in community organizing and advocacy. The one characteristic that they all share beyond being East Hartford residents is a commitment to this initiative.

Some outstanding quotes we received from our Liaisons at their final presentation included: "What community engagement looks like to me, is a two way street"; "Doing nothing on this project wasn't an option"; "Every street and every household has a leader – how do reach them?"; "Community engagement is about establishing AND maintaining a relationship"; and "My fellow liaisons, they are my Dream Team". The Liaisons are excited to move forward with the special knowledge they have due to being residents, knowing that their knowledge and experience can help produce better outcomes and impact their own lives. Additionally, as a result of our survey, while 67% of respondents said they are currently not involved with any community or resident group, 70% said they were interested in getting involved with our Working Cities initiative.

As part of our survey gathering, we now have a list of contact information and residents' preferred method of contact. We will utilize this as a baseline of interested residents to reach out to with specific ideas and roles they can play in our process. Next steps for continued resident engagement already identified by our Liaisons include: creating Facebook groups that are associated by neighborhood or an East Hartford Patch that has hyperlocal news and information platform capabilities, then incorporating face-to-face engagement with these online tools in the form of annual community dinners held within each neighborhood; utilizing a Community Café model (that some Liaisons have already been trained in) and hosting bimonthly gatherings at the public library on issues that affect and involve residents but also offer space to network and build relationships; building on an already planned informational session with present Town leaders about how Liaisons can be more involved in Town government or participate on local boards and commissions and developing a training with experts in this area. Further, Liaisons and residents have interest in doing their own fundraising, language training, meeting organization and facilitation training.

Regarding continued engagement from our Workforce Development Committee, the employer-led industry partnership that we develop will base its success on building a talent pipeline from the Silver Lane residents to area jobs. Several engaged employers have already been identified as participating in our Committee or as members of AMEP (Advanced Manufacturing Employment Partnership) coordinated by Core Team member, CCAT. The partnership will include one community member per identified industry work sector. Community members, given some workforce development support, will assist employers with promoting industry awareness, help to qualify job seeker skills into experience, and can connect job seekers and employers by facilitating discussions with employers around issues like the skills gap for entry level jobs that may exist. Working together through the partnership, the community sector representative, under the direction of the hiring employers, will help to delineate baseline education and training required for residents to begin a career path in each identified sector.

### **3. Learning Orientation (25 points)**

#### **A. Design phase process and results**

- a. What questions (from your team's design application) did your team seek to answer during the design phase? How did you address them and what did you learn? What additional questions came up along the way?**

We had significant questions in our design application that we explored. Our first question was to determine the most effective way to communicate with our residents by offering opportunities where residents would be comfortable sharing their honest opinions. This question was very important to us because community engagement became a primary focus of ours.

As part of our survey, we asked residents how they wanted to receive information. We found a plurality of respondents prefer email as a means of communication. Three quarters of respondents use social media, and Facebook is the most popular platform. We began engaging residents early on by recruiting Community Liaisons that helped us to approach their neighbors in settings familiar to them: at home, youth sporting and school activities, and community events. The Community Engagement Committee, made up of our five Community Liaisons and a few core team members, provided a familiar and comfortable link to many neighborhood residents.

Another question we wanted to explore in our design phase was identifying systems that have an effect on resident disenfranchisement. Residents had expressed a desire to feel a sense of community in our earliest conversations. Further, in our survey, 67% of respondents said they are not currently involved in any community groups, while 70% said they would like to get involved in this initiative. Therefore, we turned our attention to models of resident engagement and participation, and what is needed to support more community involvement, beyond the clear commitment of our five Community Liaisons. We recognize that in our work, engagement will mean residents can and need to be, involved in a decision making capacity.

Although residents will be significant partners with valuable expertise, a collaborative approach to systems change with traditional decision makers will be necessary. What remains to be answered, is a best approach to this partnership. Finally, in our design application, we wondered how infrastructure concerns could be addressed through systems change. Our Infrastructure Committee brought together neighboring residential property owners, a nonprofit that is planning a local housing rehabilitation program, and Town government. This committee allowed these entities an opportunity to collaborate on neighborhood concerns, such as beautification, holistically and how to support each other's initiatives.

Because Summerfield Townhouses is in the midst of planning a renovation, we asked what residents would desire to see as part of that. We found that many residents would like to see more recreation space closer to their home. As a result, Summerfield is seeking to build some taller and denser housing to free up more space for recreation. Also, during the design phase, we wondered whether income, being a metric representative of quality of life, should be our main focus for our results statement, or if we should have additional metrics representing progress in education which is one of our root causes. We looked at Lowell's example, having metrics for income, employment, and education. However, we learned that Lowell was unique in that regard and that we could better focus specifically on income as a measurable result that we feel we can impact.

Finally, other questions that arose focused on workforce development, specifically: how do we leverage existing relationships with employers engaged in other communities to begin a dialogue around the hiring, training, and retention of minority and disadvantaged job seekers in this community? Furthermore, how do we leverage the funding needed to overcome some of the identified barriers of these job seekers, like childcare, the need for enhanced professional skills, and offering stipends and mentorship opportunities for workers during training or apprenticeships?

***b. Discuss your team's approach to adaptive leadership during the design phase by giving specific examples of 'elephants', assumptions, biases you identified, a new approach, or a new insight. How did the adaptive leadership framework (as discussed at design session #1) shape your team's work in the design phase?***

Trust, respect, competence and the willingness to take risks, were skills our core team and Community Liaisons quickly and naturally adopted in our approach to adaptive leadership. Coming from a variety of sectors, professional experiences, personal beliefs, and means of engagement with our target area, we had occasions where we had to confront personal assumptions and biases as well as to call out the elephants in the room.

Some partners were unaware of the neighborhood's history, demographics and culture, resulting in assumptions and biases. Some assumed that transportation was a major employment barrier as a

majority of residents are low income; it was assumed they did not have vehicles. Others assumed childcare was a barrier because it was too expensive. However, as a result of surveying residents, we found that most had their own vehicles and did not find transportation to be a barrier to work.

We learned that many residents prefer to care for their own children, in their own homes, rather than place them in the care of others, even a certified childcare or preschool site. Another new insight for some of us was the “benefits cliff.” We were educated about how even a minor \$1 an hour increase in household earnings, might lead to an abrupt reduction in family benefits, while also not being enough for the family to be self-sufficient. Taking the next step up on the workplace ladder could be a step down financially, causing residents to lose housing assistance and other necessary benefits. This understanding helped us to identify strategies for families that would lead to employment driven career paths where individuals could cross that threshold and make a family sustaining wage. A wage that allows them to survive without the safety nets they have in place and have relied on to make ends meet.

One “elephant” we identified includes a not having given enough attention to a growing Vietnamese community in our target area and how to overcome cultural and language barriers that exist to engage them in our education and employment systems work. What we learned about adaptive leadership, we allowed to guide the collaboration efforts among our core team members. However, we each came to the table with experience in certain areas of community development and an expertise that might enable us to feel we have the ability to know best. Thus, there were some difficult conversations that had to happen and team members were challenged to adjust their thinking based on relevant input from others. For example, the road map was a large undertaking by our team. We revisited it many times, making constant updates, and occasionally having disagreements, specifically while distinguishing and prioritizing our root causes. Specifically, one team member felt strongly about including soft skill development as crucial to workforce development generally, and our road map specifically. Another team member edited the language to remove “soft skills”. There was tension around this, until it was explained that sometimes employers lose interest if they need to provide a training in “soft skills” for disadvantaged workers.

Our solution was to rename “soft skills”. We began using “enhanced professional skills” to incorporate the necessary skills of problem solving, communication style, and conflict management. We learned that qualifying skills in this way makes such trainings easier to absolve for employers and most likely more attractive to job seekers as well. Furthermore, this new insight, led to research into successful programs that took alternative approaches to typical job requirements by screening applicants for skills and aptitudes, like Springfield Works. Other misunderstandings and uncertainties that occurred led us to communicating with previous working cities winners in Massachusetts.

We were able to seek confirmation at times when we questioned ourselves by asking past winners how they worked through certain problems. For example, collecting accurate data from the census was challenging. Lowell and Lawrence provided a new insight of taking advantage of the data that we already have access to rather than struggling to produce data. Finally, what may be the most significant adaptive leadership strategy we used, was to include resident voice in almost every aspect of our design from leading community meetings to contributing written responses to this application.

## ***B. Data and evidence for learning and decision-making***

**a. How have you gathered and used informal data (such as from connecting with lower income and diverse residents) from the communities to be served? How has it helped you to better understand the needs of your community and the root causes of your economic growth challenge?**

The committee structure we adopted in our design phase provided us with unique opportunities for gathering informal data. Our Community Liaisons, the drivers of our Community Engagement Committee, provided us with a unique opportunity to understand life in their neighborhood as seen through the eyes of people who actually live there. The perspective from their own lives, as well as insight they provide into the lives of their neighbors, was invaluable to our core team members who do not live in the area. Many core team members spent considerable time with Liaisons in the neighborhood in a variety of experiences.

Perhaps most valuable to our understanding of the needs of this community was when core team members paired with Liaisons to conduct our Community Survey in a door-to-door neighborhood canvass. Conducting the canvass allowed for one-on-one conversations with residents, deepening our understanding of their lives in a way that would not have been possible from simply reading their survey responses. Before we began publicizing our survey, the Community Engagement Committee held a tour of the neighborhood on July 20th, allowing members of the team to personally view the neighborhood and understand it first-hand, rather than only through data and anecdotes from others. As a last push to increase survey responses, we held a Community Update night on October 5th at Silver Lane School. School children wore stickers home to promote the event that evening, and notice of the event was covered in The Gazette, the free weekly local newspaper in town. The meeting had also been advertised in the four part series, "From the Classroom" on our initiative aired on East Hartford Community Television.

At our Community Update, residents were encouraged to take our survey, with raffle prizes provided as an incentive. A pasta dinner was served, allowing residents to connect with each other and our team members, and child care was provided. Two boards were set up to collect responses on Post-It Notes asking what residents liked about their neighborhood and what they would need in order to advance in their careers. Residents who attended were able to connect directly with Administrators from their housing complexes, a job intermediary, the School Superintendent, and meet their neighbors. Likewise, our Workforce Development Committee proved useful in gathering informal data as it brought employers to the table including Pratt & Whitney, Cyient, and Dattco. These employers provided insight regarding challenges they face in hiring and how hiring processes are often structured in ways that place minority and low-income applicants at significant disadvantages. They cover a broad range of employment opportunities from low-skilled, entry-level jobs, to careers that require advanced degrees.

Representatives of nonprofit organizations and workforce intermediaries who focus on job training and other workforce issues also participated in these committee meetings, allowing us to better understand systems in this area and how they could be better aligned. As part of our research into local labor market initiatives, some members of our team were invited to accompany Mayor Marcia Leclerc on individual business visits, offering opportunity to learn about local employers, the skills they demand, and their hiring processes. One visit at a Coca-Cola bottler revealed that they have struggled to keep employees because many struggle to consistently arrive on time due to child care needs or a lack of enhanced professional skills like understanding acceptable workplace norms. Similarly, our Infrastructure Committee allowed us to gather informal data about the state of physical conditions in the area. We heard perspectives from the management of housing complexes. This committee raised

many important questions, and often spurred us to use hard data to either confirm or debunk assumptions arising from informal data. For example, common wisdom asserted that most of the single-family homes were rented, but data from the Town's Assessor's Office disproved this and we discovered a larger than expected amount of homeowners.

***b. What data (from all sources) will your team collect and use during implementation to learn, ask questions, make decisions and track progress? Who will be responsible for collecting data, and how will it happen?***

Our executive director will track data to measure the success of our initiative with the assistance of our partners, including the EHPS, the Town, Capital Workforce Partners, CCAT, and the CT Department of Labor. The job description will require that he or she is prepared to be ultimately responsible for compiling and tracking data from various sources.

Our main metric, household income, will be tracked both as a median for the neighborhood and at the household level. Participants of our workforce initiatives will complete an intake form that asks residents to provide information on their household income so that it may be tracked as they progress. The three organizations that provide Section 8 vouchers in the neighborhood have agreed to update us on their residents' incomes (with identities remaining anonymous), as they collect this data annually for resident recertification. East Hartford Adult Ed. will continue to provide data on enrollment and completion of their courses, and we will seek similar data for neighborhood residents from community colleges. Employers participating in our partnership will be asked to provide information on job openings and the numbers of neighborhood residents applying and being hired for them.

The decennial Census and the American Community Survey (ACS) can provide poverty rates and some other demographic data, but we are cognizant that much of the ACS is not statistically significant at a meaningful confidence level for a neighborhood due to its small sample sizes. Therefore, we will seek to take advantage of the work of data collaboratives that currently do not focus on East Hartford. For example, Data Haven has not yet included East Hartford as one of the municipalities they specifically target for their Wellbeing Survey, measuring social capital and neighborhood trust. We will request that they oversample East Hartford in their subsequent surveys to provide data on civic health that goes beyond what is available in the Census and ACS.

We will continue to collect informal data, as our Resident Board and Core Partners work together to continue engaging residents about their needs. We will continue to track attendance at events and community meetings and participation in local government. In time, we will resurvey the neighborhood to track progress from our initial survey using a random sample to ensure statistical significance.

#### **4. Systems Change (20 points)**

***a. Define the local systems that need changing to help make progress on your result.***

We aim to change the local workforce development system. Our goal is to improve how job training, hiring, and retention systems serve employers, workers, and job seekers by coordinating policies, practices, programming, and accessibility. Knowing that system change works best when collaboration and relationships are at the center, it is imperative that industry organizations work with employees to

ensure that neighborhood residents can follow pathways to become part of a skilled workforce, ultimately impacting household incomes over time.

Our strategies will help challenge conventional wisdom around the neighborhood's career opportunities, encouraging employers to consider training residents for open opportunities, and encouraging residents to explore unfamiliar career paths. Employers will be cognizant of, receptive, and committed to engaging low-income, minority workers despite current barriers, challenges, or skill gaps.

A second set of systems we would like to affect relate to local community engagement. This includes the processes and venues by which residents can interact with their neighbors, participate in local government, and be knowledgeable of and feel they are able to influence the future of their community. Currently, there is a lack of authentic community decision making and limited opportunities to grow local leadership capacity. We want residents to be engaged, aware of, and actively accessing available supports, resources, and opportunities to be civically involved that will better their lives. Successful community engagement requires the commitment of civic professionals who are engaging residents to not only be knowledgeable about the culture and values of the residents they are engaging but also to be willing to be flexible and release some control so that residents feel respected and valued.

Beyond the focus on growing civic efficacy specifically in this neighborhood, system changes could be made to bolster the influence of residents in town government. A vast majority of residents do not participate in town meetings or even vote in municipal elections. Many who are interested in being involved do not run for office, join a party, or otherwise get involved because they do not know how to navigate the system. If awareness of how to become involved in town politics was publicized to residents in an effective manner, residents could begin to exert more influence on issues that impact their lives. System changes to encourage participation would send a signal that efforts to participate would be welcome and meaningful. A greater sense of efficacy would encourage residents to invest in their community and take initiative to better their lives.

***b. Give a specific example of how will you address the system(s) you identified above over the next three years to achieve your shared result.***

RESPONSE UNDER DEVELOPMENT

***c. Who at your table who can influence these systems (including community stakeholders, Mayor/City Manager, and private sector)? How so?***

RESPONSE UNDER DEVELOPMENT

## **II RESULTS / IMPACT – the 'What' - 15 points**

How well you do with the four core elements will contribute significantly to your ability to impact the systems and result you care about. For the questions in this section, refer to your results framework template and work plan, which should also be attached to your submission. Note that if your team is awarded an implementation grant, WCC staff will work with you to refine and strengthen the results framework and work plan after the grant is awarded.

**a. Explain your economic growth challenge / problem, why it exists, and the population that is affected. How is the problem experienced by residents and what are the influence of factors like race, ethnicity, income, and geography?**

The Silver Lane neighborhood suffers from having a quality of life that is lower than that of the town of East Hartford as a whole. Residents have limited opportunities in employment, education, and community participation. They are marginalized in terms of being able to influence government and other organizations that determine their neighborhood's future. This is reflected in the neighborhood's median household income of \$33,875. This trails the town-wide median of \$48,369, and it does not meet the United Way's definition of family-sustaining income.

The neighborhood's level of unemployment is on par with the town and the state, however, the median income reflects substantial underemployment. Residents are often working for low wages and not on career paths that will result in progressing to jobs with higher wages. Approximately 40% of households in the neighborhood are led by a female, with no husband present. These women and other caregivers must prioritize their families rather than focusing on garnering more education to progress in their careers.

The Silver Lane neighborhood's Census tract is largely minority, with 42% identifying as Hispanic and 30% identifying as African-American. As a result of the systemic racial inequities that have pervaded in the United States for centuries, these populations often have no choice but to settle in marginalized neighborhoods like Silver Lane. By comparison, the Census tract in the southeast corner of town is 69% white and has a median household income of \$75,093 and the tract in the northeast corner is 71% white and has a median household income of \$80,795. Residents in these whiter neighborhoods are less likely to live in poverty, more likely to be married, and more likely to have higher levels of education. Students at the O'Connell School in the southern portion of the town have higher performance scores than Silver Lane students. For example, only 41% of Silver Lane students are meeting standards in science, whereas 50% of O'Connell students are. This coincides with a lower percentage of minority students at the O'Connell School and in bordering Glastonbury, a wealthier municipality. The Silver Lane neighborhood is also home to a 396-unit low-income housing complex, Summerfield Townhomes. All units are 680 square feet with two bedrooms, substantially smaller than modern standards of about 1,000 square feet. Residents here also are at risk of encountering hazardous materials including lead, asbestos, aluminum wiring, and galvanized plumbing.

**b. How many people will need to be impacted to achieve your 10 year result? How many do you expect to reach in the next three years?**

In order to achieve our ten-year result of increasing 10% of household incomes in the neighborhood to be comparable with the town-wide median, we will need to impact approximately 500 residents, living in about 200 households. There are roughly 2,000 households in the neighborhood's Census tract, with around 2.5 residents per household, for a total population of about 5,000 people. About 60% of the tract's population (3,000 people) is of typical working age (18 to 64 years), and the labor force participation rate is very similar. We will track household income, both as a median and through following individual households.

We believe that we could realistically impact 10% (200) of the households to raise their income in line with our goal, an average of 20 per year. We believe the number of households impacted would grow each year as we learn and progress over the decade, with a total of about 30 households reaching our



goal over the first three years. In addition to these 200 households, others in the community will also benefit from our efforts. A large majority of the working-age population will benefit from outcomes of the employer-led partnership. Those who do not immediately advance to family-sustaining wages may gain lower-wage, entry-level employment that puts them on a career path leading to higher wages or may participate in training and education programs that lead to career-track jobs. We also believe that the entire neighborhood population of about 5,000 will benefit from increased civic participation, allowing neighborhood leaders to bring attention to and address concerns in partnership with our team and government leaders.

***c. What was the process you used to identify and confirm your economic growth challenge /problem, results and root causes? What were the challenges you encountered during this process and what did you learn?***

We started with student achievement data showing that Silver Lane School had some of the poorest educational outcomes of any elementary school in town. Long-time East Hartford residents, including one of the members of our Core Team, related that they had long remembered the neighborhood as being poorer than the rest of the town.

We began to look at data from the Census and ACS to examine what stood out as problems. While some of our team members wanted to use unemployment as our metric, we found that it did not trail behind the rate in the town as a whole, however, median household income did. Some team members also wanted to focus on individuals or families rather than households. We stayed with households to measure median income because they encompass families but do not exclude individuals living alone or unrelated individuals living together. We felt comfortable in focusing on trying to raise the neighborhood's median household income to be in line with the town-wide median, seeing as Haverhill, MA has similar ends for their Working Cities initiative. We also felt comfortable that we would be capable of tracking progress in household income over the years.

In determining root causes, we talked extensively about a benefits cliff, meaning that residents may be reluctant to earn higher wages for fear of losing Section 8, SNAP, or other benefits. Members of Lowell, MA's core team reported currently facing that same issue. Our Community Engagement Committee worked to confirm what we believed to be the problem through data via direct conversations with residents and surveys. These confirmed underemployment, lack of opportunity, and subsequent marginalization in civic participation. Residents accentuated barriers to overcoming these problems such as struggling with childcare and working multiple low-wage jobs.

Our Workforce Development Committee members confirmed that these barriers contribute to attrition in jobs that could lead to career advancement. We also saw the poor condition of infrastructure, including housing stock diversity, pedestrian access, and recreation space, as a root cause of diminished quality of life worthy of being addressed.

Our Infrastructure Committee continues to address these issues. However, through discussions with residents, our team members, and other stakeholders, we decided that addressing the barriers to career-track employment and civic participation were more impactful towards the problem and worthy of being prioritized considering limited capacity to address everything impacting the neighborhood. Similarly, we had thought of comprehensively addressing educational outcomes for school children, but

we decided that focusing on adult education and building awareness of career paths for high school students would be a more effective way of targeting our problem.

**d. Describe the strategies you've selected to make progress toward your result. Why did you select these, and why did you reject others?**

Our first strategy is to create an employer-led industry partnership to facilitate the alignment of career opportunities with the neighborhood's job seekers. We believe that to develop a successful culture around career development, we need to have employers playing a lead role in our initiative. Engaged employers with our partnership would sign partnership agreements that include suggested roles and expectations. Employers being at the helm of this partnership will allow them to identify the most crucial skills needed to perform their available jobs and will assist initiative staff with knowing what resources to align for residents to acquire those skills. This strategy also involves incorporating a skills-based technology portal where residents can match their skills with employers' needs. CCAT already has a similar portal in place and Springfield Works has a model that could be extended into CT. Our goal is an average of 20 households per year will gain career-track employment with at least three employers offering workplace supports that might include on the job mentoring for entry level employees or bringing job seekers and employers together for dialogues around racial equity and diversity and the benefits cliff.

Our second strategy is to create awareness of and increase access to adult education resources and career-based study for high schoolers. We chose this strategy because many residents cited a lack of educational attainment as a barrier to pursuing their desired career and because many had barriers such as working multiple jobs and childcare needs as reasons for not continuing their education. We will focus on how much awareness of free GED and other Adult Education programs currently exists and how to increase it, while examining some the barriers and solutions that the Director of Adult Education has identified that hinder residents completing courses, primarily childcare. We heard from employers and parents alike that there should be more career path exposure before children graduate from high school. While the high school has a successful Finance Academy that provides students with workplace exposure and experience by way of internship, only so many students can take this Academy per year. The School District recently received funding to begin a pilot manufacturing academy at the high school. Our strategy would offer support for this curriculum by connecting these students with paid job opportunities, and ideally utilizing the experience as a pilot to incorporate other career sector based learning into curriculums.

Our third strategy is to engage residents, specifically minority residents, and enhance their leadership capacity and skills. We selected this strategy because we understand that residents can enhance their quality of life through having more input into decisions that impact their neighborhood. Our planned Resident Advisory Board will play an important role in the governing structure and strategy implementation of this initiative, as well as function as its own entity. We will also establish a physical location that can serve as a hub, not only for workforce development resources, but as a place where residents can go to for information, education, and training opportunities. During the design phase, feedback from the Boston Fed indicated we were trying to take on more than we could handle. We evaluated our root causes and weaned out the ones that did not have a direct effect on our shared result, raising incomes. For example, one of our eliminated strategies was to connect homeowners to programs for physical and energy efficient repairs to their homes. We decided an entire root cause devoted to infrastructure conditions would detract from more important priorities. After the third

design session, we collaboratively revised our strategies to be more in line with our root causes and to truly be strategies, not simply alternate ways of stating our desired results.



## **CORE PARTNERS**

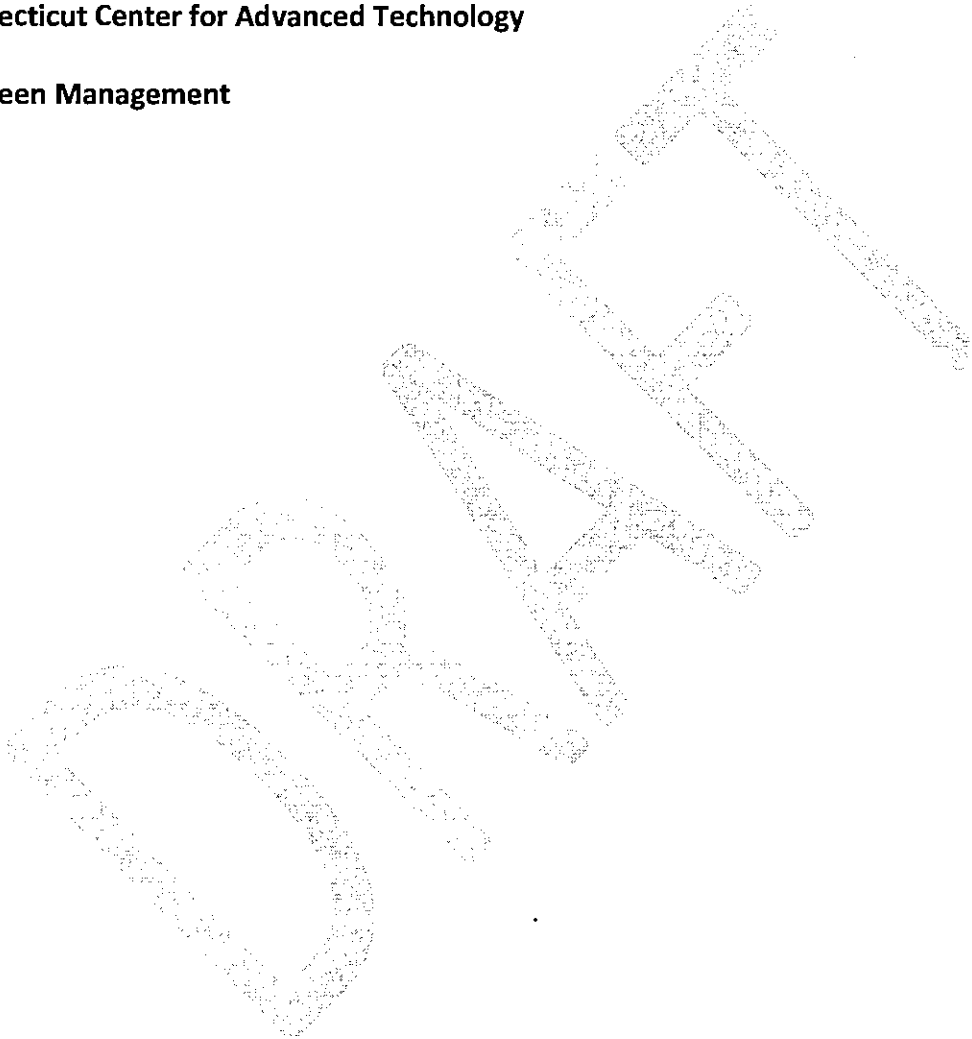
**East Hartford Public Schools**

**Town of East Hartford**

**United Way of Central and Northeastern Connecticut**

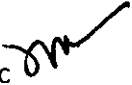
**Connecticut Center for Advanced Technology**

**HallKeen Management**





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 16, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: REFERRAL: Public Act 17-55 Temporary Health Structures

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Public Act 17-55 requires municipalities to approve temporary health structures as an accessory unit in all single family zoning districts. The statute provides an opt-out clause requiring the approval of the Planning and Zoning Commission and the Town Council. At the October 11, 2017 public hearing, the East Hartford PNZ Commission voted (7-0) to opt-out and refer action to the Town Council, citing the ability of the Town to create regulations and approval procedures best suited to our Town Ordinances and zoning restrictions. Attached are the minutes of the October 11 Public Hearing, and additional information regarding the Public Act 17-55.

Please add this item to the agenda for action by the Town Council at the November 28, 2017 meeting.

Thank you.

C: R. Gentile, Corporation Counsel  
J. Cormier, Town Planner

MARCIA A. LECLERC  
MAYOR

TOWN OF EAST HARTFORD

740 Main Street  
East Hartford, Connecticut 06108



DEVELOPMENT  
DEPARTMENT  
Phone: 860 291-7300

## DEVELOPMENT DEPARTMENT MEMORANDUM

TO: Richard Gentile, Assistant Corporation Counsel  
FROM: Jeffrey Cormier, Town Planner  
SUBJECT: **Public Act 17-55 Temporary Health Care Structures**  
DATE: 11/15/17

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Effective October 1, 2017, Public Act 17-155 requires municipalities to approve temporary health structures as an accessory unit in all single family zoning districts. The municipality must approve or deny a permit within 15 days after application, and cannot deny an application if it is compliant with the statute. A temporary health structure is a portable residential unit designed for a physically or mentally impaired person requiring caregiver assistance, and is placed in the back yard.

Although current zoning regulations govern the placement of the unit with respect to setbacks and lot coverage, there are several land use considerations not addressed by the statute. This very brief approval timeframe does not provide adequate review time for staff and also fails to address numerous land use issues such as increased density in single family districts, increased stormwater runoff volumes, and may also conflict with building and health codes. Many residences are also located in flood zones and require separate Planning and Zoning Commission approval for development in these areas.

The statute provides an opt-out provision that requires Planning and Zoning Commission and Town Council approval. By opting-out of the statute, the town can choose to create its own regulation that is compatible with our existing regulations and most effectively addresses this issue.

The Planning and Zoning Commission voted to opt-out at a public hearing held on October 11, 2017. Please see attached meeting minutes and informational sheets for temporary health structures. Please refer to the Town Council for consideration at their next meeting.

**MAJOR FLOOD HAZARD DEVELOPMENT:** 400 Main Street – Under Section 601; installation of a new three hundred eighty-five foot (385’) culvert extension to mitigate the discharge of impacted groundwater in the South Klondike Area of Rentschler Field.

Assessor’s Map-Lot: 20-45

Applicant: United Technologies Corporation/P&W Division

Upon a motion by Hank Pawlowski, seconded by Susan Skowronek, the Commission **Voted (7-0)** to **approve** the above major flood hazard development permit with the following conditions:

1. Final plans are to be signed and stamped (ink & impression) by the Professional Engineer, Land Surveyor or Architect licensed in the state of Connecticut who is responsible for the work.
2. In evaluating this application, the Planning and Zoning Commission has relied upon information provided by the applicant and, if such information subsequently proves to be false, deceptive, incomplete, and/or inaccurate, this permit shall be modified, suspended or revoked.

**SOIL EROSION AND SEDIMENTATION CONTROL APPLICATION:** 400 Main Street – Under Section 217; disturbance of approximately 49,200 sq. ft. of land for the culvert extension installation.

Assessor’s Map-Lot: 20-45

Applicant: United Technologies Corporation/P&W Division

Upon a motion by Hank Pawlowski, seconded by Carol Noel, the Commission **Voted (7-0)** to **approve** the above soil erosion and sedimentation control application with the following conditions:

1. Final plans are to be signed and stamped (ink & impression) by the Professional Engineer, Land Surveyor or Architect licensed in the state of Connecticut who is responsible for the work.
2. In evaluating this application, the Planning and Zoning Commission has relied upon information provided by the applicant and, if such information subsequently proves to be false, deceptive, incomplete, and/or inaccurate, this permit shall be modified, suspended or revoked.
3. Applicant to provide Financial Guarantee in the amount of \$20,000.00.

**Discussions regarding potential opt-out of the provisions of Public Act 17-155, “An Act Concerning Temporary Health Care Structures”**

Upon a motion by Carol Noel, seconded by Hank Pawlowski, the Commission **Voted (7-0)** to **opt out** of the provisions of PA 17-155, “An Act Concerning Temporary Health Care Structures” and to refer the matter to the Town Council for the following reasons:

1. By opting-out the town can create regulations to best address the dimensional requirements and approval procedure for temporary health structures.

**SITE PLAN APPLICATION:** 170 Tolland Street – Under Section 210.2.d; a request for a third business sign, ground sign taller than 15 ft., and associated sign package for “VIP Carwash”.

Assessor’s Map-Lot: 25-61

Applicant: ARTfx Signs



**Substitute Senate Bill No. 922**

**Public Act No. 17-155**

**AN ACT CONCERNING TEMPORARY HEALTH CARE STRUCTURES.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (Effective October 1, 2017) (a) For the purposes of this section:

- (1) "Caregiver" means a relative, legal guardian or health care agent who is responsible for the unpaid care of a mentally or physically impaired person.
  - (2) "Mentally or physically impaired person" means a person who requires assistance, as certified in writing by a physician licensed in this state, with two or more activities of daily living, including, but not limited to, bathing, dressing, grooming, eating, meal preparation, shopping, housekeeping, transfers, bowel and bladder care, laundry, communication, self-administration of medication and ambulation.
  - (3) "Temporary health care structure" means a transportable residential structure that provides an environment in which a caregiver may provide care for a mentally or physically impaired person and that (A) is primarily assembled at a location other than the site of installation, (B) has one occupant who is the mentally or physically impaired person, (C) is not larger than five hundred gross square feet, (D) is not placed on or attached to a permanent foundation, and (E) complies with the applicable provisions of the State Building Code, Fire Safety Code and Public Health Code.
- (b) A temporary health care structure shall be allowed as an accessory use in any single-family residential zoning district on a lot zoned for single-family detached dwellings that is owned by a caregiver or mentally or physically impaired person and used as his or her residence. Such structures shall comply with all setback requirements, coverage limits and maximum floor area ratio limitations that apply to accessory structures in such zoning district as of October 1, 2017.
- (c) No person shall install a temporary health care structure without first obtaining a permit from the municipality in which the structure will be installed, for which the municipality may charge a fee not to exceed two hundred fifty dollars and an annual permit renewal fee not to exceed one hundred dollars. The municipality shall not be required to hold a public hearing on the permit application and shall either approve or deny the permit not later than fifteen business days after the permit application is submitted to the municipality by the applicant. The municipality shall not deny the permit if the applicant provides proof of compliance with this section. The applicant shall



send notice of the permit application, by certified or registered mail, to each person appearing of record as an owner of property which abuts the property upon which the temporary health care structure is proposed to be installed. The notice shall be sent not later than three business days after the permit application is submitted to the municipality by the applicant.

(d) The municipality may require a temporary health care structure installed pursuant to this section to be accessible to emergency vehicles and be connected to private water or septic systems or to water, sewer and electric utilities that serve the primary residence.

(e) Not more than one temporary health care structure shall be installed on a lot zoned for a single-family detached dwelling.

(f) No signage advertising or otherwise promoting the existence of the temporary health care structure shall be permitted either on the exterior of the structure or elsewhere on the lot.

(g) Following issuance of such permit, the municipality may require that the applicant provide written evidence of compliance with this section as long as the temporary health care structure remains on the property. Evidence of compliance may be obtained through an inspection by the municipality of the temporary health care structure at reasonable times convenient to the caregiver.

(h) Any temporary health care structure installed pursuant to this section shall be removed not later than one hundred twenty days after the mentally or physically impaired person no longer occupies the structure or no longer qualifies as a mentally or physically impaired person. Upon issuance of the permit authorizing such structure, the municipality may require the applicant to post a bond in an amount not exceeding fifty thousand dollars to ensure compliance with this subsection.

(i) The municipality may revoke a permit issued pursuant to subsection (c) of this section if the permit holder violates any provision of this section.

(j) A municipality, by vote of its legislative body or, in a municipality where the legislative body is a town meeting, by vote of the board of selectmen, may opt out of the provisions of this section and the provision of subsection (a) of section 8-2 of the general statutes, as amended by this act, regarding authorization for the installation of temporary health care structures, provided the zoning commission or combined planning and zoning commission of the municipality: (1) First holds a public hearing in accordance with the provisions of section 8-7d of the general statutes on such proposed opt-out, (2) affirmatively decides to opt out of the provisions of said sections within the period of time permitted under section 8-7d of the general statutes, (3) states upon its records the reasons for such decision, and (4) publishes notice of such decision in a newspaper having a substantial circulation in the municipality not later than fifteen days after such decision has been rendered.

Sec. 2. Subsection (a) of section 8-2 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2017*):

(a) The zoning commission of each city, town or borough is authorized to regulate, within the limits of such municipality, the height, number of stories and size of buildings and other structures; the percentage of the area of the lot that may be occupied; the size of yards, courts and other open

spaces; the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes, including water-dependent uses, as defined in section 22a-93, and the height, size and location of advertising signs and billboards. Such bulk regulations may allow for cluster development, as defined in section 8-18. Such zoning commission may divide the municipality into districts of such number, shape and area as may be best suited to carry out the purposes of this chapter; and, within such districts, it may regulate the erection, construction, reconstruction, alteration or use of buildings or structures and the use of land. All such regulations shall be uniform for each class or kind of buildings, structures or use of land throughout each district, but the regulations in one district may differ from those in another district, and may provide that certain classes or kinds of buildings, structures or uses of land are permitted only after obtaining a special permit or special exception from a zoning commission, planning commission, combined planning and zoning commission or zoning board of appeals, whichever commission or board the regulations may, notwithstanding any special act to the contrary, designate, subject to standards set forth in the regulations and to conditions necessary to protect the public health, safety, convenience and property values. Such regulations shall be made in accordance with a comprehensive plan and in adopting such regulations the commission shall consider the plan of conservation and development prepared under section 8-23. Such regulations shall be designed to lessen congestion in the streets; to secure safety from fire, panic, flood and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population and to facilitate the adequate provision for transportation, water, sewerage, schools, parks and other public requirements. Such regulations shall be made with reasonable consideration as to the character of the district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality. Such regulations may, to the extent consistent with soil types, terrain, infrastructure capacity and the plan of conservation and development for the community, provide for cluster development, as defined in section 8-18, in residential zones. Such regulations shall also encourage the development of housing opportunities, including opportunities for multifamily dwellings, consistent with soil types, terrain and infrastructure capacity, for all residents of the municipality and the planning region in which the municipality is located, as designated by the Secretary of the Office of Policy and Management under section 16a-4a. Such regulations shall also promote housing choice and economic diversity in housing, including housing for both low and moderate income households, and shall encourage the development of housing which will meet the housing needs identified in the state's consolidated plan for housing and community development prepared pursuant to section 8-37t and in the housing component and the other components of the state plan of conservation and development prepared pursuant to section 16a-26. Zoning regulations shall be made with reasonable consideration for their impact on agriculture, as defined in subsection (q) of section 1-1. Zoning regulations may be made with reasonable consideration for the protection of historic factors and shall be made with reasonable consideration for the protection of existing and potential public surface and ground drinking water supplies. On and after July 1, 1985, the regulations shall provide that proper provision be made for soil erosion and sediment control pursuant to section 22a-329. Such regulations may also encourage energy-efficient patterns of development, the use of solar and other renewable forms of energy, and energy conservation. The regulations may also provide for incentives for developers who use passive solar energy techniques, as defined in subsection (b) of section 8-25, in planning a residential subdivision development. The incentives may include, but not be limited to, cluster development, higher

density development and performance standards for roads, sidewalks and underground facilities in the subdivision. Such regulations may provide for a municipal system for the creation of development rights and the permanent transfer of such development rights, which may include a system for the variance of density limits in connection with any such transfer. Such regulations may also provide for notice requirements in addition to those required by this chapter. Such regulations may provide for conditions on operations to collect spring water or well water, as defined in section 21a-150, including the time, place and manner of such operations. No such regulations shall prohibit the operation of any family child care home or group child care home in a residential zone. No such regulations shall prohibit the use of receptacles for the storage of items designated for recycling in accordance with section 22a-241b or require that such receptacles comply with provisions for bulk or lot area, or similar provisions, except provisions for side yards, rear yards and front yards. No such regulations shall unreasonably restrict access to or the size of such receptacles for businesses, given the nature of the business and the volume of items designated for recycling in accordance with section 22a-241b, that such business produces in its normal course of business, provided nothing in this section shall be construed to prohibit such regulations from requiring the screening or buffering of such receptacles for aesthetic reasons. Such regulations shall not impose conditions and requirements on manufactured homes having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards or on lots containing such manufactured homes which are substantially different from conditions and requirements imposed on single-family dwellings and lots containing single-family dwellings. Such regulations shall not impose conditions and requirements on developments to be occupied by manufactured homes having as their narrowest dimension twenty-two feet or more and built in accordance with federal manufactured home construction and safety standards which are substantially different from conditions and requirements imposed on multifamily dwellings, lots containing multifamily dwellings, cluster developments or planned unit developments. Such regulations shall not prohibit the continuance of any nonconforming use, building or structure existing at the time of the adoption of such regulations. Such regulations shall not provide for the termination of any nonconforming use solely as a result of nonuse for a specified period of time without regard to the intent of the property owner to maintain that use. Unless such town opts out, in accordance with the provisions of subsection (j) of section 1 of this act, such regulations shall not prohibit the installation of temporary health care structures for use by mentally or physically impaired persons in accordance with the provisions of section 1 of this act if such structures comply with the provisions of said section. Any city, town or borough which adopts the provisions of this chapter may, by vote of its legislative body, exempt municipal property from the regulations prescribed by the zoning commission of such city, town or borough; but unless it is so voted municipal property shall be subject to such regulations.

Approved July 6, 2017



*Making Great Communities Happen*

## Connecticut Chapter of the American Planning Association

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### SB 922: AN ACT CONCERNING TEMPORARY HEALTHCARE STRUCTURES

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This [act](#) approves temporary health care structures (aka “granny pods”) as allowable accessory units in single-family zones, unless a municipality opts-out of the statute. A municipality’s regulations regarding lot setbacks, coverage, etc., would apply to a temporary health care structure just as they would to another accessory structure such as a garage or shed. Per the statute, a participating municipality must approve or deny a permit within 15 business days after application, but cannot deny a permit if the applicant provides proof of compliance with the statute and applicable building and public health codes.



### What is a Temporary Health Care Structure?

A Temporary Health Care Structure is a portable residential structure intended for occupation by an impaired person requiring caregiver assistance. It offers an alternative for an impaired residents who might otherwise have to enter a nursing home to obtain handicapped-accessible housing on their caregiver’s property.

The statute defines temporary health care structures as: primarily assembled off-site, not built or placed on a permanent foundation, no more than 500 square feet in size, and in

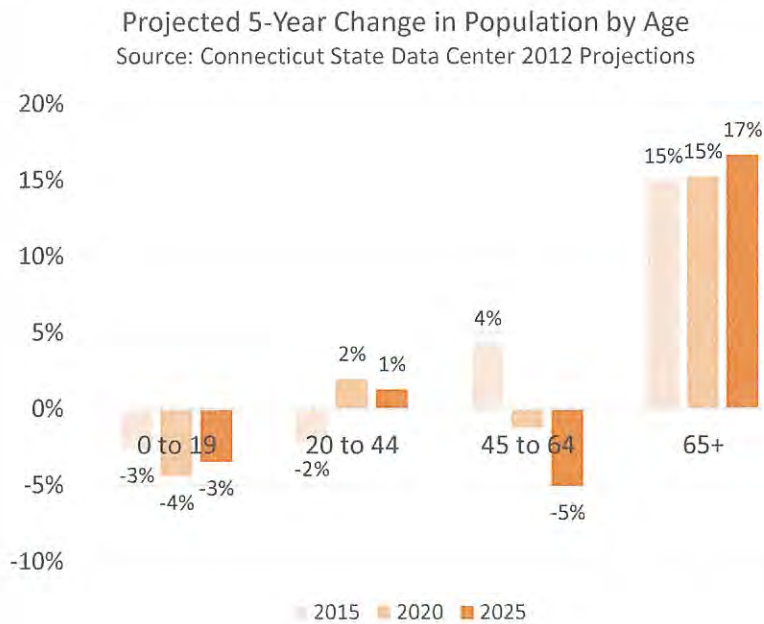


ECHO Cottages, built in the Hudson Valley, are approximately 450 square feet and include a kitchen/sitting area, bathroom and bedroom, washer and dryer, dishwasher, built-in convection microwave, electric stove, refrigerator with top mount freezer, and a 5’ barrier-free shower with grab bars. [echocottages.com](http://echocottages.com)

compliance with the applicable provisions of the State Building Code, Fire Safety Code, and Public Health Code. Per the statute, the temporary health care structure must be an occupied by an impaired person, may be subject to annual permit renewal, and must be removed within 120 days of the impaired person vacating the unit. The caregiver living on the property must be a relative, legal guardian, or health care agent responsible for the unpaid care of a mentally or physically impaired person. Only one temporary health care structure is permitted per lot.

### Why Was This Statute Put Into Place?

The statute was enacted to enable the introduction of a new type of housing unit which will be an important option for Connecticut’s aging households seeking affordable, handicapped-accessible housing close to caretakers and/or family. Residents aged 65 and older will be the fastest-growing segment of Connecticut’s population over the next several decades as the baby boomer generation enters retirement. Most seniors want to stay in their homes as they age but may face sudden and unexpected health problems for which their current homes are inadequate. This statute enables municipalities to provide a fast-



tracked approval process for installing temporary health care structures that make them a viable alternative to nursing home care, expensive and permanent home modifications or additions, or relocating to housing further from care. Connecticut joins Minnesota, North Carolina, Tennessee, and Virginia in passing state legislation to enable this new type of housing.

## Regulatory Process Outlined by Statute

Individuals seeking to install a temporary health care structure must apply for a permit from the municipality in which it will be installed. As part of the permit application, applicants must:

- Provide a statement by a Connecticut-licensed physician confirming that an occupant of the structure is impaired. \*Impairment is defined as needing assistance with two of five categories of daily living (see below).
- Applicants must send notice of the permit application to abutting property owners within three days of submitting the application.

Municipalities may:

- Require the structures to be accessible to emergency vehicles and connected to private water or septic systems or water, sewer, and electric utilities serving the primary residence.
- Require permittees to post a bond of up to \$50,000 to ensure compliance (i.e. removal when no longer needed).
- Submit confirmation annually that a structure is compliant (i.e. still occupied by an impaired person)
- Charge an initial permitting fee of up to \$250 and an annual re-certification fee of up to \$100; and inspect the structures, at reasonable times convenient to the caregiver, to ensure compliance;
- Revoke a permit if the permittee violates any of the bill's requirements.

## Municipal Opt-Out Provision

The statute provides for municipalities to opt-out in order to prevent the installation of temporary health care structures or to allow municipalities time to develop their own framework for regulating temporary health care structures. Opting out is a two-step process: first, requiring the Planning and Zoning Commission to vote to opt-out; and then the municipality's legislative body to vote to opt-out (e.g. City Council, Board of Selectmen). The Planning and Zoning Commission action must be preceded by a public hearing. The Commission must state on the record the reasons for opting out, and publish notice of its decision in a newspaper having substantial circulation. If a municipality has previously opted-out, opting in requires either the Planning and Zoning Commission or legislative body to reverse its former action.

## For More Information:

CCAPA Government Relations Co-Chairs:

Amanda Kennedy & John Guskowski, [govrel@ccapa.org](mailto:govrel@ccapa.org)

Companies specializing in elder accessory housing:

Echo Cottages Ltd., Hudson Valley, NY: [www.ehocottages.com](http://www.ehocottages.com)

MEDCottage, Blacksburg, VA: <http://www.medcottage.com>

rev. 6/14/17



## **Guidance concerning questions related to PA 17-155 AN ACT CONCERNING TEMPORARY HEALTH CARE STRUCTURES**

**In response to questions concerning the new Temporary Health Care Structure Law, CCAPA has researched and offers the following guidance to our members. For more informations, please review to the Fact Sheet available at <http://www.ccapa.org/legislative/current-session/>.**

### **What is the process for DPH approving connections to septic systems?**

Property owners must seek an exception from DPH to hook up a second structure to a single system. See the [July 27, 2017 letter](#) from DPH regarding temporary health care structures, the [DPH Circular Letter](#), and [Exception](#) application. The July 27 letter indicates that DPH will be treating a temporary health care structures as an additional bedroom for B100a compliance purposes.

### **How can municipalities comply with the 15-day approval period limit if Wetlands or Health Department applications take more than 15 days?**

The statute is silent on this, but it is expected that the process would be similar to Special Zoning Permits or Subdivision applications when faced with Wetlands delays. Case law has indicated that the statutory review period goes into a sort of suspended-animation while the other regulatory bodies are doing their review. The statute simply indicates that the Zoning component of this review cannot take more than 15 days.

\*\*\*It is hoped that as these structures become more of a known quantity in Connecticut, the Health District review and approval will become more routine and rapid.\*\*\*

### **How much do temporary health care structures cost?**

Cost varies. Units can be custom built, prebuilt, or modular. One company, ECHO Cottages LTD, builds modular units in the Hudson Valley for sale or lease and has installed them in sites in NY, DE, and PA. Their units cost about \$60,000 to purchase, plus installation, or about \$1300 per month to rent. Installation usually costs about \$10,000. Remember to allow for the cost of removal when the unit is no longer needed.

### **Can my town pass setback regulations for THCs that are different from other accessory uses?**

Yes and no. Yes- if the Town passes a differential setback requirement for temporary health care structures between now and October 1, 2017, then upon that date, THCs would be subject to those differential setbacks (i.e. a 100 sf shed has a different setback than a 400 sf residential unit, etc.). If the Town makes no change between now and October 1 in the Zoning Regulations, the setbacks in place at that point would control. Alternatively, if the setback differentiation was the only issue of concern, the Town could pretty readily just opt-out using the statute's procedure and pass their own slightly modified version of these regulations.



**How can the state dictate land use policies for my town?**

Local zoning in Connecticut is enabled by state statute. Statutes dictate the process and jurisdiction of local planning commissions to establish land use regulation. There are numerous state statutes dealing with specific land uses that have warranted laws that establish a consistent statewide policy. Examples: group homes (must allow), family child care homes (must not treat differently from single family). The THC statute is different in that the law establishes a default regulation which municipalities have the option of replacing with a local regulation.

**Is there any guidance on the type and form of bond that municipalities are authorized to require?**

No. Similar to many other requirements of Zoning or Subdivision Regulations, the municipality is empowered to require a performance or maintenance bond to ensure that the promised activity is properly implemented. In this case, the municipality is allowed some surety that the THCS is removed by the owner when no longer needed. The form of the bond and process is not addressed in the statute, but presumably could follow other municipal regulations, which often require a letter of credit, insurance certificate, or cash bond.

**When do municipalities have to opt out by?**

Municipalities wishing to opt out should do so before the law becomes effective October 1, 2017. Municipalities may also opt out after October 1 but must approve valid temporary health care structure applications until an opt-out has been finalized.

**Do both the Zoning Commission and Legislative Body (council, board of selectmen, etc.) have to approve an opt-out?**

Yes. There are two entities that need to participate in the opt-out procedure: the Zoning Commission and Selectmen/Legislative Body). If for some reason the Zoning Commission wishes to opt-out but the Board of Selectman (or Town Council) wishes to keep the regulations in place (or vice-versa), the statute will continue to apply to the municipality. In other words, either body can block an opt-out.


**-Disclaimer-**

This material was created by CCAPA as a guidance document for the use of members. This should not be treated as a substitute for legal advice or opinion. If you require legal advice or opinion, you should inquire with your municipality's legal counsel or other appropriate legal counsel.





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 16, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Local Prevention Council Grant

---

The Town is once again eligible to apply for funding through the Local Regional Action Council-East of the River Action for Substance Abuse Elimination (ERASE). This grant program facilitates the development of alcohol, tobacco, and other drug (ATOD) abuse prevention initiatives at the local level with the support of chief elected officials and the community. The specific goal of this grant initiative is to increase public awareness focused on the prevention of ATOD abuse, and to stimulate the development and implementation of local substance abuse prevention activities.

The Town has received this grant on an annual basis since 2003. This year's grant amount of \$7,142 is consistent with last year's level of funding. There is no matching requirement for this grant. This annual grant from ERASE will help provide funding to various programs in our community that focus on the prevention of substance use.

Please place this information on the agenda for the November 28, 2017 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  
C. Nolen, Youth Services Director

## **RESOLUTION OF MUNICIPAL LEGISLATIVE BODY**

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a municipal corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true and correct copy of the Resolutions, duly adopted and ratified by the Town Council of the Town of East Hartford on the 28<sup>th</sup> of November, 2017.

**RESOLVED**, that Marcia A. Leclerc Mayor of the Town of East Hartford, is hereby authorized to execute on behalf of this municipality a grant application in an amount not to exceed \$7,142 with the State of Connecticut Department of Mental Health and Addiction Services to support the activities of a local alcohol, tobacco, and other drug abuse Prevention Council, and to execute and file any contracts, amendments or reports as may be required to successfully complete the terms of the grant contract.

**BE IT FURTHER RESOLVED** that Mayor Marcia A. Leclerc's term of office began on January 10, 2011 and will continue until November 11, 2019. As Mayor, Marcia A. Leclerc serves as the Chief Executive Officer for the Town of East Hartford, and is duly authorized to enter into agreements and contracts on behalf of the Town of East Hartford.

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

**IN WITNESS WHEREOF**, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this \_\_\_\_ day of November, 2017.

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

Seal

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



Grant Description: 2017-2018 Local Youth Prevention Council Grant

Funder: Connecticut Department of Mental Health and Addiction Services

Grant Amount: \$7,142

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

First year received:	<u>2003*</u>		
Last 3 years received:	<u>2017</u>	<u>2016</u>	<u>2015</u>
Funding level by year:	<u>\$7,142</u>	<u>\$7,116</u>	<u>\$5,675</u>

Is a local match required?     Yes     No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    Grant facilitates the development of local, municipal-based alcohol, tobacco, and other drug (ATOD) abuse prevention initiatives aimed at youth at the local level with the support of chief elected officials and the community.

Results achieved:    Grant provides funding to various programs in the community that focus on the prevention of substance use by children & youth. The various programs that are nominated will help to reach over 2,500 East Hartford youth and their families.

Duration of grant:    One year

Status of application: Drafted, ready to be submitted

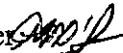
Meeting attendee:    Youth Services Director Cephus Nolen, x7181

Comments:    \*Grants Office records show applications for this grant go back to 2003. The Town may have applied for/received the grant earlier.

GRANTS ADMINISTRATION  
MEMORANDUM

---

TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Council Resolution – 2017-18 Local Prevention Council Grant

DATE: November 15, 2017

---

Attached is a draft resolution authorizing you as Mayor to apply for the Local Prevention Council Grant for 2017-2018.

East Hartford's Local Prevention Council, through the East Hartford Youth Services, is once again applying for funding from our Local Regional Action Council, East of the River Action for Substance Abuse Elimination (ERASE). The "Local Alcohol, Tobacco and Other Drug Abuse Prevention Council Grant Program" is an initiative to support the activities of local, municipal-based alcohol, tobacco, and other drug (ATOD) abuse prevention.

This grant program facilitates the development of ATOD abuse prevention initiatives at the local level with the support of chief elected officials and the community. The specific goal of this grant initiative is to increase public awareness focused on the prevention of ATOD abuse, and to stimulate the development and implementation of local substance abuse prevention activities.

This grant from ERASE for \$7,142 (same as last year) will help provide funding to various programs in the community that focus on the prevention of substance use by children & youth. The various programs that are nominated will help to reach over 2,500 East Hartford youth and their families.

My records indicate that the Town has received this grant annually since at least 2003.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on November 28, 2017. Please contact me at extension 7206 if you have any questions.

Attachments (2)

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



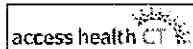
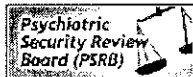
# Department of MENTAL HEALTH & ADDICTION SERVICES

- Home
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- Programs & Services
- Finding Services
- Prevention Services
- Problem Gambling
- Advocacy & Support
- Agency Directories

Language Assistance



## DMHAS Prevention and Health Promotion Division

### Local Prevention Councils (LPCs)

List of LPCs (pdf)

**Purpose:** This initiative supports 150 plus local, municipal-based alcohol, tobacco and other drug (ATOD) abuse prevention councils. The intent of this grant program is to facilitate the development of ATOD abuse prevention initiatives at the local level with the support of the Chief Elected Officials. The specific goals of Local Prevention Councils (LPCs) are to increase public awareness of ATOD prevention and stimulate the development and implementation of local prevention activities primarily focused on youth.

**Funded Programs:** 150 plus Local municipalities and town councils throughout the state.

**Target Populations:** Universal targets in selected communities in the 169 cities and towns throughout Connecticut.

**Strategy Type:** LPC programs utilize at least two of the six CSAP identified prevention strategies (information dissemination, education, community-based processes, alternative programming, environmental, and program identification and referral) in their community programs.

/ Prevention Division /

Content Last Modified on 9/22/2017 11:39:45 AM

*Robert J. Bock*

2017 NOV -6 A 11: 51

TOWN CLERK  
EAST HARTFORD

TOWN COUNCIL MAJORITY OFFICE  
REAL ESTATE ACQUISITION AND DISPOSITION COMMITTEE

NOVEMBER 1, 2017

- PRESENT Linda Russo, Chair; Councillors Joseph Carlson and Michael Kurker
- ALSO Rich Gentile, Assistant Corporation Counsel
- PRESENT Tim Bockus, Public Works Director
- Flynn Boonstra, Attorney, Rogin Nassau
- Prescille Yamamoto, 235 East River Drive

CALL TO ORDER

Councillor Joe Carlson, acting as Chair for this meeting, called the meeting to order at 5:30 p.m.

APPROVAL OF MINUTES

September 27, 2017 Minutes

- MOTION By Mike Kurker  
seconded by Linda Russo  
to **approve** the minutes of the September 27, 2017 Real Estate Acquisition & Disposition Committee meeting.  
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

NEW BUSINESS

99-101 and 237 East River Drive

99-101 East River Drive:

Rich Gentile, Assistant Corporation Counsel, led a discussion on this issue. The US Army Corps of Engineers (USACE) requires that the town secure property rights sufficient for the maintenance, repair and control of the existing levee. Phase I of the project involves the levee system from East River Drive to the Bulkeley Bridge, which will necessitate the need for the town to acquire property rights to 99-101 East River Drive and 237 East River Drive. The property rights to 99-101 East River Drive involve two components:

1. The Fremont Group will grant an easement to the town for access and repair rights within the levee areas as required by the USACE.
2. The town will grant Fremont Group a 10-year license to park cars on a portion of the property owned by the town in an area where the Fremont Group currently parks cars without the benefit of an easement or license. The license agreement may be suspended by the town to allow for necessary repairs of the levee.

MOTION

By Mike Kurker

seconded by Linda Russo

that the Real Estate Acquisition & Disposition Committee, cognizant of all pertinent and applicable surveys, appraisals, environmental reports and title reports, **recommends** that the Town Council enter into the following transaction through direct negotiations with the owners of the identified property, after receipt of a report from the Town Planning and Zoning Commission as required under C.G. S. Section 8-24:

- The acceptance of an easement from Freemont Riverview, LLC for access and repair rights within the levee area, and the granting of a 10-year license to park cars, to Freemont Riverview, LLC; the easement and license areas being shown on a map attached hereto.

Motion carried 3/0.

237 East River Drive:

The property rights to 237 East River Drive involve two components:

1. The Manchester Land Trust will deed the town a portion of property previously owned by the town to meet USACE requirements concerning control of the levee. The portion of the property taken by the town was specifically limited to area previously owned by the town in order to limit environmental liability for the town based on a Phase I study commission by the town. The town offered the Land Trust \$16,000 for the property based on a property appraisal.
2. The Manchester Land Trust will grant the town an easement for access and require rights within the remainder of the levee area not taken by deed as required by the USACE notices. The cost/value of this easement was taken into consideration when evaluating the \$16,000 purchase price explained under paragraph #1 above.

MOTION

By Mike Kurker

seconded by Joe Carlson

that the Real Estate Acquisition & Disposition Committee, cognizant of all pertinent and applicable surveys, appraisals, environmental reports and title reports, **recommends** that the Town Council enter into the following transaction through direct negotiations with the owners of the identified property, after receipt of a report from the Town Planning and Zoning Commission as required under C.G. S. Section 8-24:

- The acceptance of a deed from Manchester Land Conservation Trust, Inc. for a portion of property previously owned by the town along the levee and an easement for access and repair rights to the levee, for the consideration of \$16,000, such deed and easement area being shown on a map attached hereto.

Motion carried 2/0. **Abstain:** Russo

#### ADJOURNMENT

MOTION By Joe Carlson  
seconded by Mike Kurker  
to **adjourn** (5:57p.m.)  
Motion carried 3/0.

cc: Town Council  
Marcia Leclerc, Mayor  
Rich Gentile, Assistant Corporation Counsel  
Tim Bockus, Public Works Director





**East Hartford Housing Authority**  
546 Burnside Ave, East Hartford, CT 06108

Main Office  
860-290-8301

Maintenance\24 Hour Emergency  
860-290-8300

TDD 1-800-545-1833 ext 216

Finance Dept Fax  
860-290-8308

Leasing Dept Fax  
860-289-1688

[www.ehousing.org](http://www.ehousing.org)

October 31, 2017

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

Dear Chairman Kehoe:

I am writing to inform you that the Housing Authority sent out notices to all residents and Section 8 participants regarding the Tenant Election process. In order to hold an election, the Housing Authority needed at least seventy-five (75) petitions from the residents and participants within thirty (30) days of the notice in order for an election to move forward. However, the Housing Authority did not receive the required amount of petitions to run the election.

Therefore, I am requesting the reappointment of Kathleen Stephens as the Tenant Commissioner to the East Hartford Housing Authority Board of Commissioners. When approved by the Town Council, Ms. Stephens' term will expire July 31, 2022.

Please feel free to contact me if you have any questions. I can be reached at 860-748-6112.

Sincerely,

James L. Kate  
Board Chairman  
East Hartford Housing Authority

cc: Members of the Town Council

JAMES KATE  
CHAIRMAN

PRESCILLE YAMAMOTO  
VICE CHAIRMAN

JOHN CARELLA  
TREASURER

HAZELANN COOK  
COMMISSIONER

KATHLEEN STEPHENS  
COMMISSIONER

DEBRA BOUCHARD  
EXECUTIVE DIRECTOR

RALPH J. ALEXANDER  
LEGAL COUNSEL

EQUAL HOUSING OPPORTUNITY



EQUAL OPPORTUNITY EMPLOYER

MARCIA A. LECLERC  
MAYOR

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

31 School Street  
East Hartford, Connecticut 06108-2638

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

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

SCOTT M. SANSOM  
CHIEF OF POLICE

November 6, 2017

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

**Re: Outdoor Amusement Permit Application -  
"Holiday Fest - 2017"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by **the East Hartford Beautification Commission by Patricia Ann Sirois, its Event Chairperson**. The applicant seeks to conduct a winter holiday festival 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 1, 2017**, between the hours of **6:30 and 7:30 PM**.
- 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 3, 2017**, between the hours of **12:00 PM and 3 PM**.
- Tree of Lights ceremony with Carol sing to be held at the **small green in front of 886 Main Street (Hartford East Apartments)** on **Monday, December 4, 2017**, between the hours of **5:30 PM to 6 PM**.

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

The **Offices of Corporation Counsel and Risk Management Department** approve the application as submitted.

The **Fire, Parks & Recreation and Health Departments** approve the application as submitted and state **there are no anticipated costs to their Departments for these events**.

The **Public Works Department** recommends approval of the application and states that **the anticipated cost to the Department is \$600.00**.

The **Police Department** conducted a review of the application and has no particular issues or concerns with these events and offers the following comments:

- The sites are suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the areas have sufficient parking available.
- **There are no anticipated costs to the Department for these events.**

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Sansom". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Scott M. Sansom  
Chief of Police

Cc: Applicant

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

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

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

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

1. Name of Event:  
HOLIDAY FEST 2017
2. Date(s) of Event:  
Friday, December 1st to Monday, December 4th
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant ) :  
Patricia Ann Sirois, 45 Jefferson Lane, East Hartford 06118. Home # 860-568-0065; cell 860-416-8345; email: pasirois@comcast.net  
Chair of EH Beautification Commission and Chair of Holiday Fest.
4. If Applicant is a partnership, corporation, limited liability company , club, or association, list the names of all partners, members, directors and officers AND provide their business address.
5. List the location of the proposed amusement: (Name of facility and address)  
Town Green and Small Green in front of Hartford East Apartments, 886 Main
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):  
Town Green: 12/1-6:30-7:30pm; 12/3:Noon-3pm; 12/4-5:30-6pm
7. Provide a detailed description of the proposed amusement:  
12/1:Beautification Comm. Tree Lighting:Carol Sing with Santa. 12/3:Outdoor Petting Zoo, Snowbuilding Contest and Horse Drawn Wagon at Town Green.  
12/4: Tree f Lights/Carol Sing at Green in front of Hartford East Apts. 886 Main

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

Yes       No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? 12/1: one hour; 12/4: 1/2 hour

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

All Ages

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

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

Friday, Dec. 1st-6:30-7:30-200. Sun, Dec 3rd-250. Mon.Dec.4th-25

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

a. Crowd size impact:

No Impact

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

Activities occur off-street allowing curbside parking of emergency vehicles.

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

Police take care of parking.

d. Noise impact on neighborhood:

None

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

Parks&Rec. staff attend to debris pick up.

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

None

g. Other expected influence on surrounding neighborhood:

None

12. Provide a detailed plan for the following:

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

There are police on duty with cell phones available.

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

All activities take place with cell phones available.

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

Not anticipated activities will necessitate on-site emergency personnel.

d. Crowd control plan:

Police on Town Green have been sufficiently planned for purpose.

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

Parks & Rec. has been responsible for this in the past.

f. Provision of sanitary facilities:

None needed.

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

Food available  Yes  No AND contact has been made with the East Hartford Health

Department  Yes  No.

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

Yes  No Alcoholic beverages will be served / provided.

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

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

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

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

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

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

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

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

Patricia Ann Sirois

(Legal Name of Applicant)

Patricia Ann Sirois

10/23/17

(Applicant Signature)

(Printed Name)

(Date Signed)

*Patricia Ann Sirois*

(Capacity in which signing)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Certificate of Alcohol Liability Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Received By: Craig A. Frank

Employee Number. 9019

Date & Time Signed: Oct 23, 2017 1:30 ~~AM~~ PM

Time remaining before event: 30<sup>th</sup> days.

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



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

Event Date: **December 1, 3 & 4, 2017**

Event: **Holiday Fest 2017**

Applicant: **Patricia Ann Sirois, Event Chairperson**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \_\_\_\_\_ 0 \_\_\_\_\_

William Perez, Assistant Fire Chief  
Signature

October 25, 2017  
Date

Comments:





Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

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- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \_\_\_\_\_ 0 \_\_\_\_\_

Michael T. O'Connell

Signature

10/24/2017

Date

Comments:



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

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Event: **Holiday Fest 2017**

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- X     1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.
  
- Fire Department
- Health Department
- X     Parks & Recreation Department
- Public Works Department
- Corporation Counsel
  
- Anticipated Cost(s) if known \$ \_\_\_\_\_

*Ted Fravel*

*11/6/17*

Signature

Date

Comments:



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

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- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ 600

Signature

11/3/17  
Date

Comments:

**Frank, Carol**

---

**From:** Gentile, Richard  
**Sent:** Thursday, October 26, 2017 4:09 PM  
**To:** Frank, Carol  
**Subject:** RE: Holiday Fest 2017

I have no comments or concerns with this application.

---

**From:** Frank, Carol  
**Sent:** Monday, October 23, 2017 1:43 PM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Bockus, Tim; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Vincent, Kristine; Wagner, Justin; Walsh, Mike  
**Subject:** Holiday Fest 2017

Good afternoon all.

Attached please find a copy of the application and your Directors' Notice and Review in connection with the above captioned event.

Town Ordinance (TO)5-3 requires that certain department heads submit their comments regarding the proposed amusement. Can you kindly forward your administrative review of the Amusement Permit Application via e-mail or signed Administrative Review to my attention at the Police Department by no later than Monday, November 6, 2017. Thank you.

Carol Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

Ph: 860-291-7631  
Fax: 860-610-6290

Risk Mgmt

**Frank, Carol**

---

**From:** Walsh, Mike  
**Sent:** Monday, October 23, 2017 2:50 PM  
**To:** Frank, Carol  
**Subject:** RE: Holiday Fest 2017

Carol –

On behalf of Risk Management and Finance, this application is good to move forward. Thanks.

Michael P. Walsh, Director of Finance  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
Telephone: (860) 291-7246  
Facsimile: (860) 289-0831  
E-Mail: [MWalsh@easthartfordct.gov](mailto:MWalsh@easthartfordct.gov)

---

**From:** Frank, Carol  
**Sent:** Monday, October 23, 2017 1:43 PM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Bockus, Tim; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Vincent, Kristine; Wagner, Justin; Walsh, Mike  
**Subject:** Holiday Fest 2017

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Carol Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

Ph: 860-291-7631  
Fax: 860-610-6290

FD 11/1/17

**Frank, Carol**

---

**From:** Hawkins, Mack  
**Sent:** Tuesday, October 24, 2017 7:41 AM  
**To:** Frank, Carol  
**Subject:** RE: Holiday Fest 2017

Carol,

I have reviewed the Outdoor Amusement Permit Application for Holiday Fest -2017. I approve the application as submitted. Mark the Worksheets EXTRA ATTENTION for the days of the event.

Thanks you,

*Deputy Chief Mack S. Hawkins*

Chief of Field Operations  
East Hartford Police Department  
31 School St.  
East Hartford, CT 06108  
Office 860 291-7597

***Serving Our Community with Pride and Integrity***



---

**From:** Frank, Carol  
**Sent:** Monday, October 23, 2017 1:43 PM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Bockus, Tim; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Vincent, Kristine; Wagner, Justin; Walsh, Mike  
**Subject:** Holiday Fest 2017

Good afternoon all.

Attached please find a copy of the application and your Directors' Notice and Review in connection with the above captioned event.

Town Ordinance (TO)5-3 requires that certain department heads submit their comments regarding the proposed amusement. Can you kindly forward your administrative review of the Amusement Permit Application via e-mail or

MARCIA A. LECLERC  
MAYOR

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

TELEPHONE  
(860) 528-4401

SCOTT M. SANSOM  
CHIEF OF POLICE

31 School Street  
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

www.easthartfordct.gov

November 14, 2017

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

**Re: Outdoor Amusement Permit Application -  
"26<sup>th</sup> Annual Aselton Memorial Snow Dash 5K"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by the **East Hartford Police Department and the East Hartford Parks & Recreation Department by Kristine Vincent, its Assistant Director**. The applicants seek to conduct a 5K road race (Snow Dash) to be held in the vicinity of the Langford School in East Hartford on **Sunday, January 7, 2018 between the hours of 11 AM and approximately 3 PM**. The use of public streets should occur between the hours of 1:30 PM and should cease by 2:15 PM. The race will begin and end at the Langford School, 61 Alps Drive. Registration will begin at 11 AM.

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

The **Offices of Corporation Counsel and Finance** along with the **Fire, Health and Parks & Recreation Departments** approve the application as submitted and state **there are no anticipated costs to their Departments for these events**.

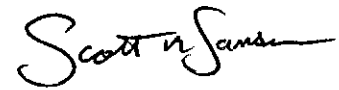
The **Public Works Department** approves the application as submitted and states the **anticipated cost to the Department is \$1,500.00**.

The **Police Department** conducted a review of the application and the following comments/recommendations are made:

- The Police Department can provide police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.
- The anticipated cost to the Department for this event is **\$2,497.13**, which includes an *estimated 2%* contractual raise.

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Sansom". The signature is written in a cursive style with a long horizontal flourish at the end.

Scott M. Sansom  
Chief of Police

Cc: Applicant



# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

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

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

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

1. Name of Event:  
26th Annual Officer Brian A. Aselton Memorial Snow Dash 5K
2. Date(s) of Event:  
Sunday, January 7, 2018
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant ) :  
Kristine Vincent, Assistant Director  
Cell: 860-324-4175, work: 860-291-7160  
kvincent@easthartfordct.gov  
East Hartford Parks & Recreation Department, 50 Chapman Place  
and East Hartford Police Department, 31 School Street are co-sponsors
4. If Applicant is a partnership, corporation, limited liability company, club, or association, list the names of all partners, members, directors and officers AND provide their business address.  
East Hartford Parks & Recreation Department  
50 Chapman Place,  
East Hartford, CT 06108  
Ted Fravel: Parks & Recreation Director
5. List the location of the proposed amusement: (Name of facility and address)  
Start/Finish Langford School, 61 Alps Drive, Course is on neighborhood streets
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):  
Sunday, Jan. 7, 2018. Start 1:30 PM, Registration 11:00 AM, last runner 2:15 P
7. Provide a detailed description of the proposed amusement:  
5K road race which utilizes Town streets. Starts and ends at Langford School. Gym used for staging area and registration. Proceeds benefit Officer Brian Aselton Memorial Scholarship and EHPD Youth Crime Prevention.

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

Yes  No

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

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

Ages 8 - 80 plus years of age.

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

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

300 runners

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

a. Crowd size impact:

Traffic will be controlled until final runners pass on clockwise loop course

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

Traffic will be controlled by East Hartford Police Department

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

Parking on site at Langford School and on Harvard Drive.

d. Noise impact on neighborhood:

N/A

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

Trash & litter will be maintained by Parks Maintenance personnel.

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

Course will be marked with portable directional signs by P&R staff on race day

g. Other expected influence on surrounding neighborhood:

Minimal traffic impact. As soon as runners pass, streets will reopen.

12. Provide a detailed plan for the following:

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

Course is accessible to emergency personnel.

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

Cell phones and two-way radios will be used in the vent of emergencies.

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

No

d. Crowd control plan:

Crowd will be controlled by EHPD and Parks & Recreation staff.

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

Parks Maintenance will clean-up outside areas, school custodians inside areas

f. Provision of sanitary facilities:

PLavatoires located inside Langford School.

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

Pre-packaged food, water and sports drinks will be provided

Food available  Yes  No AND contact has been made with the East Hartford Health

Department  Yes  No.

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

Yes  No Alcoholic beverages will be served / provided.

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

a. For such sale or provision,

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

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

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

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

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

a. False Statement is a Class A Misdemeanor.

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

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

Kristine Vincent

(Legal Name of Applicant)

*K. Vincent*

(Applicant Signature)

Kristine Vincent

(Printed Name)

10/25/2017

(Date Signed)

Assistant Director, Parks Rec

(Capacity in which signing)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Certificate of Alcohol Liability Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Received By: Carol Frank  
Employee Number: 9019  
Date & Time Signed: 10-31-17 2:40 ~~AM~~ PM  
Time remaining before event: 30<sup>d</sup> days.

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





Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

**Administrative Review of Amusement Permit**

Event Date: **January 7, 2018**

Event: **26<sup>th</sup> Annual Brian Aselton Memorial Snow Dash 5K**

Applicant: **East Hartford Police Department and the East Hartford Parks & Recreation Department by Kristine Vincent, its Assistant Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
  - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
  - 3. the application be disapproved for the reason(s) set forth in the attached comments.
- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$ \_\_\_\_\_ 0 \_\_\_\_\_

Michael T. O'Connell  
Signature

11/01/2017  
Date

Comments:

*Parks + Rec*



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

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- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- 
- Anticipated Cost(s) if known \$0.00

*Ted Fravel*  
Signature

*11/14/17*

Date

Comments:



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

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- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$     \$1,500

T. B. Q. 11/13/17  
Signature Date

Comments:



**Frank, Carol**

---

**From:** Gentile, Richard  
**Sent:** Wednesday, November 01, 2017 3:40 PM  
**To:** Frank, Carol  
**Subject:** RE: 26th Annual Brian Aselton Memorial Snow Dash 5K

I have no comments or concerns with this event.

---

**From:** Frank, Carol  
**Sent:** Tuesday, October 31, 2017 2:57 PM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Vincent, Kristine; Wagner, Justin; Walsh, Mike  
**Subject:** 26th Annual Brian Aselton Memorial Snow Dash 5K

Good afternoon all.

Attached please find a copy of the application and your Directors' Notice and Review in connection with the above captioned event.

Town Ordinance (TO)5-3 requires that certain department heads submit their comments regarding the proposed amusement. Can you kindly forward your administrative review of the Amusement Permit Application via e-mail or signed Administrative Review to my attention at the Police Department by no later than **Tuesday, November 14, 2017**. Thank you.

Carol Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

Ph: 860-291-7631  
Fax: 860-610-6290

**Frank, Carol**

---

**From:** Walsh, Mike  
**Sent:** Tuesday, November 14, 2017 11:11 AM  
**To:** Frank, Carol; Fravel, Theodore  
**Subject:** RE: Aselton Memorial Snow Dash

Carol –

You will hear separately from Chris Sasen, the newly hired Risk Manager, but we both went through the application today and from Risk's perspective, all is well and we have no issues. Thanks.

Michael P. Walsh, Director of Finance  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
Telephone: (860) 291-7246  
Facsimile: (860) 289-0831  
E-Mail: [MWalsh@easthartfordct.gov](mailto:MWalsh@easthartfordct.gov)

---

**From:** Frank, Carol  
**Sent:** Tuesday, November 14, 2017 10:04 AM  
**To:** Fravel, Theodore; Walsh, Mike  
**Subject:** Aselton Memorial Snow Dash

Good morning Gentlemen.

Just a quick reminder that your reviews for the above captioned event are due today. Thank you.

Carol Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

Ph: 860-291-7631  
Fax: 860-610-6290

FR REVIEW

**Frank, Carol**

---

**From:** Hawkins, Mack  
**Sent:** Tuesday, November 14, 2017 8:16 AM  
**To:** Frank, Carol  
**Subject:** RE: 2018 26th Annual Aselton Memorial Snow Dash 5K

Carol,

I have reviewed the Outdoor Amusement Permit Application for the 26<sup>th</sup> Annual Aselton Memorial Snow Dash. I approve the application as submitted. The anticipated cost to the Department for this event is \$2497.13, which includes an estimated 2% contractual raise.

Thank you,

*Deputy Chief Mack S. Hawkins*

Chief of Field Operations  
East Hartford Police Department  
31 School St.  
East Hartford, CT 06108  
Office 860 291-7597

***Serving Our Community with Pride and Integrity***



---

**From:** Frank, Carol  
**Sent:** Monday, November 13, 2017 8:30 AM  
**To:** Fravel, Theodore; Bockus, Tim; Hawkins, Mack; Walsh, Mike  
**Subject:** 2018 26th Annual Aselton Memorial Snow Dash 5K

Good morning Gentlemen.

Just a quick reminder that your reviews for the above captioned event are due tomorrow. Thank you.

Carol Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street

**TOWN COUNCIL OFFICE**

**DATE:** November 28, 2017  
**TO:** All Councillors  
**FROM:** Rich Kehoe, Chair  
**RE:** 2018 Town Council Meetings Schedule

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

January 2	July 10
January 16	August 7
February 6	August 21
February 20	September 4
March 6	September 17 (Monday – Yom Kippur)
March 20	October 2
April 3	October 16
April 17	November 7 (Wednesday – Election Day)
May 1	November 20
May 15	December 11
June 5	
June 19	

TOWN COUNCIL OFFICE

DATE: November 28, 2017  
TO: All Directors  
FROM: Rich Kehoe, Chair  
RE: 2018-2019 Budget Workshop Schedule

**TOWN COUNCIL CHAMBERS**

**Monday, February 26, 2018**

**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**

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

Chief Oates

**Wednesday, February 28, 2018**

**Inspections and Permits**

Administration

Gregg Grew

6:30 p.m.

**Board of Education**

Superintendent of Schools

Nathan Quesnel

7:00 p.m.

**Saturday, March 3, 2018**

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	Scott Chadwick	

**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	Veterans Commission
Inland/ Wetlands/Environment Commission	Board of Assessment Appeals
Personnel Board of Appeals	Human Rights Commission
Historic District Commission	Emergency Medical Commission
Commission on Culture & Fine Arts	Zoning Board of Appeals
Public Building Commission	Board of Ethics
Pension & Retiree Benefit Board	Commission on Aging
Commission on Services for Persons w/Disabilities	The Hockanum River Commission

**Lunch Break**

**12:30 p.m.**

**Executive**

Office of the Mayor  
Human Resources  
Public Library  
Youth Services

Marcia Leclerc  
Santiago Malave  
Sarah Morgan  
Cephus Nolen

**Development**

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

Eileen Buckheit

**Monday, March 5, 2018**

**Public Works**

6:30 p.m.

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

Tim Bockus

**Parks and Recreation**

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

Ted Fravel

**Health and Social Services**

Administration  
Community Health & Nursing Services  
Environmental Control  
Social Services

Jim Cordier

**Tuesday, March 6, 2018**

Regular Meeting 7:30 p.m.

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**Wednesday, March 7, 2018**

Public Hearing - Budget 7:00 p.m.


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**Tuesday, March 13, 2018**

Special Meeting - Budget 7:00 p.m.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 16, 2017  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: REFERRAL: Refund of Taxes

---

I recommend that the Town Council approve a total refund of taxes in the amount of \$15,793.34 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council agenda for the November 28, 2017 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector  
M. Walsh, Finance Director



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**INTEROFFICE MEMORANDUM**

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**TO:** MARCIA A LECLERC, MAYOR ✓  
MICHAEL WALSH, DIRECTOR OF FINANCE

**FROM:** KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

**SUBJECT:** REFUND OF TAXES

**DATE:** 11/15/2017

---

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$15,793.34. Please see attached listing.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Over Paid
2014-03-005329S	BETTI ELLEN	355 FALL MOUNTAIN RD	BRISTOL CT 06010	2005/1FTWX31PX5EC86274	-85.49
2016-01-0003077	COPPOLA ANTHONY & CHERYL	235 LEXINGTON RD	GLASTONBURY CT 06033	235 LEXINGTON RD	-216.90
2016-01-0004206	CORELOGIC ATTN: REFUNDS	3001 HACKBERRY RD	IRVING TX 75063	20 HOWARD ST	-1970.22
2015-01-0006522	CORELOGIC ATTN: REFUNDS	3001 HACKBERRY RD	IRVING TX 75063	67 MCKEE ST	-2572.06
2015-03-0061310	ENTERPRISE F M TRUST	600 CORPORATE PARK DR	SAINT LOUIS MO 63105-4204	2012/1G1ZC5E05CF156985	-329.67
2015-03-0061338	ENTERPRISE F M TRUST	600 CORPORATE PARK DR	SAINT LOUIS MO 63105-4204	2011/1FTEX1EMXBFC22919	-437.05
2015-03-0067843	JONES JAMAL RAHISS	225 KING ST	EAST HARTFORD, CT 06108	2000/JN1CA31A2YT207263	-118.32
2013-04-0084169	JONES JAMAL RAHISS	225 KING ST	EAST HARTFORD, CT 06108	2000/JN1CA31A2YT207263	-67.82
2014-03-0068104	JONES JAMAL RAHISS	225 KING ST	EAST HARTFORD, CT 06108	2000/JN1CA31A2YT207263	-182.34
2016-03-0068686	JP-MORGAN CHASE BANK NA	PO BOX 901098	FORT WORTH, TX 76101-2098	2015/JF1GJAM69FH006377	-443.52
2016-03-0068710	JP MORGAN CHASE BANK NA	P O BOX 901098	FORT WORTH, TX 76101-2098	2017/JF2SJAECXHH412892	-571.20
2014-01-0003887	MACKENSIE ROBERT	235 SOUTH MONROE ST	BEVERLY HILLS FL 34465	2 SIOUX RD	-379.95
2015-03-0075200	NISSAN INFINITI LT	P O BOX 650214	DALLAS TX 75265-0214	2013/1N6AD0EV5DN755437	-306.36
2016-03-0076144	NISSAN INFINITI LT	P O BOX 650214	DALLAS TX 75265-0214	2012/JN1BY1ARXCM392845	-474.24
2015-03-0080015	RIVERA ROSLYN I	94 MILBROOK DR	EAST HARTFORD CT 06118	2002/3G5DA03E52S508022	-77.03
2015-03-0066902	THIVIA DONALD	171 HENDERSON DR	EAST HARTFORD CT 06108	2014/KNAFX4A60E5188428	-55.50
2015-03-0085642	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2015/4T1BF1FK0FU488904	-214.61
2015-03-0085655	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2012/4T1BF1FK0CU614660	-371.11
2015-03-0085662	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2014/4T1BF1FK0EU832844	-36.82
2015-03-0085680	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2013/4T4BF1FK8DR278523	-198.50
2015-03-0085688	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2015/3TMLU4EN3FM205654	-396.64
2015-03-0085726	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2014/5TFUY5F15EX405938	-698.41
2015-03-0085757	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2012/5TDBK3EH4CS171967	-619.02
2015-03-0085762	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2012/2T3JF4DV3CW253670	-425.50
2015-03-0085777	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2014/4T1BF1FK5EU300697	-221.82
2015-03-0085794	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2012/5TDDK3EH1CS162409	-743.34
2015-03-0085833	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2013/JTDBU4EE8DJ119956	-169.64

2015-03-0085837	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2014/2T1BURHE1EC055054	-161.54
2015-03-0085882	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2013/4T4BF1FK9DR281642	-231.47
2015-03-0085888	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2012/JTHCF5C28C5060426	-589.42
2015-03-0085892	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2015/2T1BURHE6FC299218	-137.65
2015-03-0089887	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2014/5TDBKRFH6ES021315	-783.66
2015-04-0089249	TOYOTA LEASE TRUST	2975 BRECKINRIDGE BLVD	DULUTH GA 30096	2013/5TDKK3DC7DS401895	-186.04
2015-03-0086488	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2013/3VWDP7AJ5DM365979	-323.68
2016-03-0088346	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2016/WAUFGAFC2GN166012	-996.80
<b>TOTAL</b>					<b>\$ (15,793.34)</b>

OFFICE OF THE  
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



*Robert J. Pasak*  
2017 NOV 21 A 9:20  
(860) 291-7208  
TOWN CLERK  
EAST HARTFORD  
FAX (860) 291-7389

DATE: November 21, 2017

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: **Tuesday, November 28, 2017 6:30 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 28, 2017**

**6:30 p.m.**

**Town Council Majority Office**

The purpose of the meeting is to meet in Executive Session to discuss the following:

- Town of East Hartford and the East Hartford Police Officers' Association
- Town of East Hartford and Local 1174, Council 4, AFSCME, AFL-CIO
- The pending Federal Court action of Clover Marsh vs Vanek, et al Docket No. 3:16-CV-00928(SRU)

cc: Mayor Leclerc  
Scott Chadwick, Corporation Counsel  
Mike Walsh, Finance Director  
Santiago Malave, Human Resources Director