

**RESOLUTION AUTHORIZING ACCEPTANCE OF A GIFT
OF \$27,753.81 FROM THE CHAMBER OF COMMERCE/FIREWORKS COMMITTEE FOR
THE ANNUAL INDEPENDENCE DAY FIREWORKS**

WHEREAS, pursuant to Section 2-33 of the Codified Ordinances of the Town of Darien, the Board of Selectmen is empowered on behalf of the Town of Darien to accept gifts provided that the gifts do not have a value in excess of ten thousand dollars (\$10,000.00); and

WHEREAS, the Fireworks Committee has raised funds to support the annual Independence Day Fireworks in the past; and

WHEREAS, the Parks & Recreation Department has agreed to take over responsibility for the annual Independence Day Fireworks; and

WHEREAS, the Fireworks Committee has funds remaining that they wish to donate to be used for future Independence Day Fireworks; and

WHEREAS, the Board of Selectmen wishes to accept this gift of funding to support the future fireworks shows.

WHEREAS, gifts of money must be appropriated by the Board of Finance and Representative Town Meeting

NOW, THEREFORE BE IT RESOLVED that the Board of Selectmen of the Town of Darien hereby authorizes the acceptance of this gift and directs that this resolution be forwarded to the Board of Finance and the Representative Town Meeting for their respective consideration and approval.

**RESOLUTION OF THE BOARD OF SELECTMEN
OF THE TOWN OF DARIEN
IMPLEMENTING AN ACT ESTABLISHING THE FEDERAL
SHUTDOWN AFFECTED EMPLOYEES LOAN PROGRAM AND
PROVIDING ADDITIONAL ASSISTANCE TO FEDERAL EMPLOYEES**

WHEREAS portions of the Federal Government had been shut down for more than one month due to funding disputes; and

WHEREAS employees of those agencies affected by the partial shutdown had been furloughed or obliged to work without pay; and

WHEREAS this sudden and unanticipated loss of income also comes at a time when most Connecticut municipalities normally collect property taxes; and

WHEREAS on January 22, 2019, An Act Establishing the Federal Shutdown Affected Employees Loan Program and Providing Additional Assistance to Federal Employees was signed into law by governor Lamont; and

WHEREAS, pursuant to section 7 of the Act, municipalities are authorized to “establish a deferment program to defer the due date of taxes on real property, personal property or motor vehicles, or water or sewer rates, charges or assessments, owed by affected employees”; and

WHEREAS, the deferment program permits affected federal employees, as defined in the Act, to defer payment of their taxes to the Town of Darien without interest or penalty, until sixty (60) days after they cease to be affected by the shutdown; and

WHEREAS the Town of Darien wishes to support any of its taxpayers who are federal employees affected by the shutdown.

NOW THEREFORE BE IT RESOLVED that the Board of Selectmen of the Town of Darien recommends that the deferment program established in section 7 of the Act is hereby established in the Town of Darien according to the terms and conditions set forth in the Act.



TO: Jayme Stevenson, First Selectman

FROM: Kathleen Buch, Town Administrator
Laurie G. Dunn, Director of Human Resources
Jennifer Charneski, Finance Director

DATE: February 1, 2019

SUBJECT: Town Hall Employees' Union Contract Settlement

The Town's bargaining team reached an agreement on a successor contract with the Darien Town Hall Employee's Union (UPSEU) for the contract that expired on June 30, 2018. Following negotiations that started last May and concluded with a mediation session on December 18, 2018, the parties settled on a three (3) year contract covering the July 1, 2018, to June 30, 2021, period. This unit represents 32 employees in the Town Hall and Police Department. The average annual increase in cost of this contract is approximately 1/100th of a mill per year, based on the October 1, 2018, Grand List. This assumes status quo in staffing and premiums and is based on currently quantifiable items.

The major economic items are as follows:

Wages:

- 7/01/18 – 2.00%
- 7/01/19 – 2.25%
- 7/01/20 – 2.25%

The general wage increases are less than the average negotiated and arbitrated settlements in the State. Over 50 percent of the members of this bargaining unit are at the top step as of July 1, 2018. As such, they will only receive the general wage increase for the life of this contract. By the end of the contract nearly two-thirds of the members will be at the top step. When considering those members who will still receive step increases and assuming there are no changes in personnel over the contract period, the average cost increase over the duration of the contract is 3.5 percent. Should there be retirements during the period of this contract; the overall cost of the contract would be reduced.

Medical changes effective 7/01/19:

- Current medical plan *plus* MAC B* pharmacy with the following increases in employees' premium cost share:
 - 7/01/19 – increase (from 6%) to 7.5%
 - 7/01/20 – increase to 9.0%
 - 6/30/21 – increase to 9.5%

*MAC B – The Employee is responsible for the lowest copay, plus the cost difference between the brand and generic if the brand is dispensed when requested by the employee. If brand is dispensed because the physician wrote “dispense as written, no substitutes” then the Employee only pays the brand copay.

- Cost savings from the above medical changes in FY 20 are estimated at \$15,269 and an additional \$12,355 in FY 21 and a further \$4,119 in FY 22. These savings are based on the current premiums and make no assumptions for rate increases. The increase in cost share on the last day of the contract ensures that a premium increase is already in place while negotiating the next contract.
- Beginning in FY 20, the Town shall provide an optional *buy-up* dental plan that includes tooth implant and adult orthodontia and the Town shall not pay more than the cost of the existing basic dental plan.
- Beginning in FY 20, the Town shall make available a group vision plan and the Town shall pay 50% of the premium cost. The estimated cost to the Town if all members took advantage of the plan is \$3,000 in FY 20.

Retirement changes:

- Telecommunications Dispatchers hired on or after July 1, 2018, shall have the option of selecting the Town's Retirement Plan (if eligible to participate) or selecting the Town's defined contribution plan. This change has future potential savings for the Town when selected by a Dispatcher.

Language Changes - Favorable to the Town

- Normal Work Cycle and Work Hours – The normal work cycle has been redefined from a Monday through Friday, 7-hour day/35 hour week, to seventy (70) hours of work during a two-week period. Also, a listing of eight positions with specific work schedules has been removed from the contract. This is a first step in providing the Town with flexibility in scheduling employee work.
- Probationary Period – Increase the probation period from three (3) months to six (6) months and require an employee to have passed his/her probationary period to be considered as an internal candidate for a posted vacancy.
- Payroll in Arrears - Transition from being paid to date, to being paid one week in arrears; mandatory direct deposit; and move to a Friday pay date if the Darien Police Association agrees to the same (DTHEU had previously agreed to the Friday pay). These payroll changes will result in administrative efficiencies.
- Check Off Dues – Bring language into compliance with the Janus Decision.

- Vacation Time - Employees hired after the signing of this agreement, may not carry over more than five (5) weeks of vacation time into the new fiscal year. This will result in a lower cost in payouts of vacation time when an employee separates from service.
- Family Sick Leave – Codify the usage of sick time by an employee for his/her child’s or spouse’s health condition and define child and spouse.
- Sick Leave – If any employee is absent for a non-work related illness or injury for a period of three (3) or more consecutive work days, the Town shall have the right to require the employee provide a medical doctor’s certificate.
- Personal Leave – Prohibit the use of Personal Leave time contiguous with the use of vacation time. Personal leave time is for attending to important personal matters that cannot be scheduled outside of work or for religious observances.
- Telecommunications Dispatchers - Establish a new article of the contract for language that applies only to the Telecommunications Dispatcher positions, thereby, replacing the previously existing memorandum of agreement.
 - Holidays – Holiday pay will be made in two (2) equal installments and included in the 2nd regular pay in December and May rather than in the pay period in which the holiday occurred.

Language Changes - Favorable to the Union

- Educational Reimbursement – Employees shall be eligible for reimbursement of 75% of the expense of books, in addition to the expense of tuition, for approved educational reimbursement applications. This has the potential for a small increase in expense which would be based on actual utilization of the provision.
- Uniform and Clothing Allowances – Inclusion of shoes, and increase in cap from \$500 to \$600 for reimbursement on uniforms and damaged clothing, for specified positions. This has the potential for a small increase in expense which would be based on actual utilization of the provision. If all eligible employees requested full reimbursement, the increased cost would be \$800 per fiscal year beginning in FY 20.
- Telecommunications Dispatchers:
 - Work Schedule - All Telecommunications Dispatchers will transition from a 5-days on 2-days off/5-days on 3-days off schedule to a rotating work schedule in accordance with the Yates Plan. This will provide a weekend off each month and is the same schedule that the Patrol Officers work.
 - Holidays – Effective July 1, 2019, Telecommunications Dispatchers who work on Thanksgiving Day or Christmas Day shall receive their regular straight-time pay for the time they work plus a bonus of four (4) extra hours’ pay for working an 8-hour shift on that day. Dispatchers previously only received the extra pay for working Easter Sunday. The additional holiday bonus will have an increased cost of less than \$1,000 over the term of this contract.

As part of the negotiations for the 2018-2020 contract, the parties discussed: (1) additional language changes in Section 4.2 concerning flexible schedules; and (2) new language concerning performance evaluations. The parties did not reach consensus on these issues during the full contract negotiations, but agreed to have representatives from the Union and Management meet and participate in impact negotiations on these two issues commencing within eight (8) weeks of RTM approval of the agreement.

Summary

The proposed contract settlement is a fair outcome and makes strides in curbing the Town's health care costs by increasing the premium cost share for employees, while also advancing administrative efficiencies and flexibility.

cc: Board of Selectmen