

**MINUTES
REPRESENTATIVE TOWN MEETING
APRIL 22, 2019**

**RECEIVED
APR 29 2019
TOWN CLERK'S OFFICE
DARIEN CT.**

CALL TO ORDER

The Regular Representative Town Meeting was called to order at 8:05 p.m. by Donna Rajczewski, Town Clerk, who announced that the RTM now had 100 members. The new members are Richard Aponte, District II, and Francisco Cardona, District III.

Upon Roll Call, the following members were present:

From District I, there were 12 members present, 5 absent.
From District II, there were 16 members present, 0 absent.
From District III, there were 14 members present, 2 absent.
From District IV, there were 13 members present, 3 absent.
From District V, there were 14 members present, 4 absent.
From District VI, there were 16 members present, 1 absent.

The absentees from District I were: Baldwin, Ezbiansky, Haverstick, Lublin, Mecsery.
The absentees from District III were: Giordano, Sload.
The absentees from District IV were: Joan Davis, Millar, Terhune.
The absentees from District V were: Boulton, Fiveson, Lindsay Kelly, Moller.
The absentee from District VI was: Swenson.

The Moderator, Seth Morton, assumed the Chair.

ACCEPTANCE OF THE AGENDA

**** THE AGENDA WAS ACCEPTED BY UNIVERSAL CONSENT.**

APPROVAL OF THE MINUTES OF THE FEBRUARY 25, 2019 REGULAR MEETING

**** THE MINUTES WERE APPROVED BY UNIVERSAL CONSENT.**

ANNOUNCEMENTS

The Moderator said that the League of Women Voters Guide has been updated, and people can pick up a copy of it on their way out tonight. It is a very valuable publication.

The Moderator noted the passing of Carolyn Schoonmaker, who served this body with distinction for 20 years, as well as other bodies in Town, such as the Chairman of the RTC. He called for a moment of silence in her memory.

19-6

CONSIDERATION AND ACTION ON THE NEWLY NEGOTIATED CONTRACT BETWEEN THE TOWN OF DARIEN AND THE POLICE UNION, EFFECTIVE JULY 1, 2018 AND EXPIRING JUNE 30, 2022

**** JAMES PATRICK, DISTRICT V, CHAIRMAN OF THE PUBLIC HEALTH & SAFETY COMMITTEE, MOVED:**

WHEREAS, contract negotiations between the Town of Darien and the Darien Police Association have been ongoing; and

WHEREAS, the Town recently came to terms on a new collective bargaining agreement with the Darien Police Association; and

WHEREAS, the Association ratified the terms of the successor Agreement on Tuesday, April 2, 2019; and

WHEREAS, the new contract runs for four (4) years from July 1, 2018 through June 30, 2022; and

WHEREAS, the new contract calls for 2.25% wage increase in first year and a 2.30% increase in the second, third and fourth year; and

WHEREAS, the new contract moves all members into a current medical plan MAC B Pharmacy with the following increases in employee premium cost share:

- 7/01/19 – increase (from 6%) to 7.5%
- 7/01/20 – increase to 9.0%
- 7/01/21 – increase to 9.5%
- 6/30/22 – increase to 10.0%

WHEREAS, there have been Language Changes favorable to the Town with regard to Payroll in Arrears, Tuition Reimbursement, Cost Savings Related to Medical Insurances, Contract Negotiations, Check Off Dues; and Grievance Procedures; and

WHEREAS, there have been Language Changes favorable to the Union with regard to Order Back, Voluntary Swapping of a Shift, Clothing/Cleaning Allowances, Special Jobs, Death in the Line of Duty, Holidays, Emergency Sick Leave Bank; and Grooming Policy; and

WHEREAS, the Board of Selectmen has previously approved this four-year agreement with the Darien Police Association.

NOW THEREFORE, BE IT RESOLVED THAT the Representative Town Meeting of the Town of Darien hereby approves said four (4) year agreement with the Darien Police Association as summarized on the memoranda attached hereto and made part hereof which is more specifically described in the contract on file with the Darien Town Clerk.

Memoranda

“TO: Jayme Stevenson, First Selectman

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

DATE: April 3, 2019

SUBJECT: Darien Police Association Contract Settlement

The Town’s bargaining team reached an agreement on a successor contract with the Darien Police Association for the contract that expired on June 30, 2018. Following negotiations that started last May and concluded with a mediation session on January 23, 2019, the parties settled on a four (4) year contract covering the July 1, 2018, to June 30, 2022, period. The union ratified this agreement on April 2, 2019. This unit represents 48 employees in the Police Department. The average annual increase in cost of this contract is approximately 2/100th 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 – 2.25%
- 7/01/19 – 2.30%
- 7/01/20 – 2.30%
- 7/01/21 – 2.30%

The general wage increases are less than the average negotiated and arbitrated settlements in the State. Over 50% of the members of this bargaining unit are at the top step for their rank 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, 85% of the members will be at the top step for their rank. 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 3.3%. This is skewed by the number of officers moving to top step patrol, which is a significant increase over the next lower step, in year 2 of the contract. 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%
 - 7/01/21 – increase to 9.5%
 - 6/30/22 – increase to 10.0%

*MAC B – Generics are dispensed unless the provider writes “dispense as written, no substitutes” on the prescription. After meeting the plan deductible, the Employee is responsible for the generic copay plus the cost difference between the brand and generic if the brand is dispensed at the *request* of the employee. If the brand is dispensed because the physician wrote “dispense as written, no substitutes” then the Employee only pays the brand copay after meeting the plan deductible.

- 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.

Language Changes - Favorable to the Town

- Payroll in Arrears – Employees will transition from being paid to date for regular wages and from being paid two weeks in arrears for overtime, to being paid one week in arrears for all wages; mandatory direct deposit; and move to a Friday pay day. With the DPA's agreement to move to a Friday pay day, all Town employees will also transition to a Friday pay day. These payroll changes will result in substantial administrative efficiencies with all Town employee groups being handled in a uniform manner for payroll purposes.
- Tuition Reimbursement – Several changes were made to the tuition reimbursement program: (1) An employee who has been approved to receive tuition reimbursement is requested to provide by November 15th a plan for the upcoming fiscal year for budget planning purposes that includes estimated tuition costs; (2) Only Associate's, Bachelor's and Master's degrees will be eligible for reimbursement and an employee may only get reimbursement for one degree at each of those levels; and (3) Annual reimbursement will be capped at the maximum allowable educational exclusion under Section 127 of the IRC (\$5,250 for 2018). These changes will result in future savings.

Cost Savings Related to Medical Insurance – When an employee or retiree is married to another Town employee or retiree and is on the spouse's Town health insurance, he/she shall not be

eligible to receive the in lieu of medical insurance payment. This prohibition will result in future potential savings. Any employee married to another Town employee and on the spouse's Town health insurance coverage and *currently* receiving the in lieu of payment shall be grandfathered, but going forward this loop hole has been closed. This change will result in future potential savings.

- Contract Negotiations – New language requires that negotiations for a successor agreement will begin between the parties not later than April 1st of the year in which the contract expires.
- Check Off Dues – Changes were made to bring language into compliance with the Janus Decision.
- Grievance Procedure – The Step 1 hearing officer is changed from Captain to the Chief and the Step 2 hearing officer is changed from Chief to the Town Administrator. Time limits throughout the various steps of the procedure changed from seven (7) to ten (10) days and “day” is redefined for transparency.

Language Changes - Favorable to the Union

- Order Back – If an employee is ordered to work after having completed his/her active duty for the workday, he/she shall receive \$100.00 in addition to payment for time worked.
- Voluntary Swapping of a Shift – An employee may voluntarily swap a shift with one other employee of the same rank and work a double shift pursuant to several restrictions and guidelines. The swapping of a shift shall be permitted on a trial period which will run the duration of the agreement.
- Clothing/Cleaning Allowances – The clothing allowance for plainclothes employees will increase from \$900 to \$1,000 and the uniform cleaning allowance will increase from \$300 to \$500 annually effective July 1, 2019.
- Special Jobs – An employee will be paid for the total length of time for which they are scheduled by the contractor even if they are released earlier than the scheduled end time. Additionally, the employee will be paid at 1.5 times the special job rate for each additional hour they are asked to work beyond the scheduled time. It is hoped these changes will result in more accurate scheduling by the contractors. This change is cost neutral to the Town.
- Death in the Line of Duty – The amount of life insurance will increase to \$250,000 in the event an employee dies as the direct result of an injury sustained in a line of duty accident. The previous contract language stated that the Town would provide \$50,000 to the employee's beneficiary in the event that he/she is killed in the line of duty.
- Holidays – Employees will be advanced holiday time in two equal installments each July 1st & January 1st. Employees will have the ability to request and schedule time off using such holiday time. The Chief may deny any request that would result in a short squad, require the use of a replacement at an overtime rate or otherwise result in a shortage of personnel. Any holiday time not taken will be paid out to employees annually in June and December. In the past, employees were paid for each holiday in the pay period in which the holiday occurred and employees did not have the option of taking time off. This change is cost neutral to the Town.

- Emergency Sick Leave Bank – An emergency sick leave bank shall be established for use by employees who have exhausted their accumulated leave time and have sustained a catastrophic or extended illness. The bank shall be administered by the Town and shall be established and replenished through voluntary employee donations from accumulated sick leave time.
- Grooming Policy - Employees shall be permitted to have beards and/or wear earrings provided they remain in compliance with the Police Department’s regulations pursuant to the Grooming Policy.

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.”

James Patrick, District V, read the report of the Public Health & Safety Committee (attached).

Jack Davis, District III, Chairman of the Finance & Budget Committee, read the Committee report (attached).

**** ITEM 19-6 CARRIED ON A RISING TALLY VOTE OF 82 IN FAVOR, 0 OPPOSED, 1 ABSTENTION.**

Town Clerk Donna Rajczewski noted that the budget books should be available on May 1st.

APPOINT A REPLACEMENT RTM MEMBER TO THE BLIGHT COMMITTEE

The Moderator announced that one nomination had been received - Ann Reed, District V. He asked if there were other nominations; there were none.

**** ANN REED, DISTRICT V, WAS APPOINTED TO THE BLIGHT COMMITTEE BY ACCLAMATION.**

**** UPON MOTION MADE AND SECONDED FROM THE FLOOR, IT WAS UNANIMOUSLY VOTED BY VOICE VOTE TO ADJOURN AT 8:20 P.M.**

Respectfully submitted,

Cheryl Telesco Blois
Telesco Secretarial Services

APPENDIX

DISTRICT I (19-6)
Baldwin, S. absent
Barsanti yes
Bumgardner yes
Butler yes
Carter yes
Conologue yes
Ezbiansky absent
Haverstick absent
Keane yes
Kelly, C. yes
Lublin absent
McNicol yes
Mecsery absent
Muchhal yes
Pattelli yes
Schneider yes
von Stuelpnagel yes

DISTRICT II
Aponte ?
Arguimbau yes
Bacon yes
Cusack yes
Goertel yes
Handler, S. yes
Howe yes
McNally yes
Miller yes
Mix yes
Pommernelle yes
Russell yes
Sartori yes
Thorne, B. yes
Tie yes
Wheeler yes
Wilson yes

DISTRICT III
Cardona yes
Conniff yes
Jack Davis yes
Giordano absent
Kazim-Bailey yes
Marousek yes
McGoey yes
Minnick yes
Mitchell yes
Moore yes
Morton DOES NOT VOTE
Sload absent
Washecka yes
Woodbury yes
Yarnell yes
Zimmerman yes

DISTRICT IV (19-6)
Banks yes
Cameron yes
Joan Davis absent
Fiore yes
Hardison yes
Hauser yes
Heitz yes
Kemp yes
Miceli yes
Millar absent
Neumann yes
Obin yes
Rayhill yes
Savage yes
Terhune absent
Whittier yes

DISTRICT V
Adiletta yes
Bayne, C. yes
Bayne, D. yes
Boulton absent
Duffy yes
Fiveson absent
Grogan yes
Hennessy yes
Kelly, L. absent
Martin yes
McLachlin yes
Moller absent
Mosher yes
Parent yes
Patrick yes
Reed yes
Sherwood yes
Smith yes

DISTRICT VI
Adelman yes
Baldwin, B. yes
Cantavero yes
Chickles yes
Handler, M. yes
Ted Hawkins yes
Lauritzen yes
Lucas yes
Luz yes
McDermott yes
Orphanos abstain
Poli yes
Silsby yes
Swenson absent
Van Loan yes
Vogt yes
Werner yes

Good evening, I'm Mac Patrick, Chairman of the RTM Public Health and Safety Committee and I move Resolution 19-6, Consideration and Action on the newly negotiated contract between the Town of Darien and the Police Union, effective July 1, 2018 and expiring June 30, 2022. Do I have a Second?

Without objection, I will waive the reading of the Resolution.

The Public Health and Safety Committee met on April 8, 2019 with 12 of 16 members present in a Special Joint Meeting with the RTM Finance and Budget Committee and the Board of Selectmen. Kate Buch, Town Administrator, presented an overview of the contract highlighting the Executive Summary, which is included in your Warning Packet.

Of note, the wage increases are less than the average negotiated and arbitrated settlements in the State. Kate Buch ~~note~~ explained that if the RTM did not vote on the contract, the contract would go into effect automatically. Also, if the contract were to be rejected by the RTM, it would go to arbitration, where the most likely outcome would be for the contract to be implemented in its current form.

The Public Health and Safety Committee then left the Joint Meeting and met separately in Town Hall to discuss the Police Contract.

Our committee agreed with the Executive Summary that "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 our committee noted they would have liked more time to review the Contract, the committee voted unanimously to accept the contract and recommend that the Full RTM do the same. Respectfully submitted, James M. Patrick, Chairman

RTM F&B Report

April 22, 2019

(19-6) CONSIDERATION AND ACTION ON THE NEWLY NEGOTIATED CONTRACT BETWEEN THE TOWN OF DARIEN AND THE POLICE UNION, EFFECTIVE JULY 1, 2018 AND EXPIRING JUNE 30, 2022

I am Jack Davis, District 3, Chairman of the RTM Finance & Budget Committee.

The RTM Finance and Budget committee met on April 8th with 12 of 15 members present constituting a quorum. The committee attended jointly with members of the RTM Public Health and Safety committee the BOS meeting, where the First Selectman, Jayme Stevenson, allowed questions from both committees during the BOS meeting to address the contract. PHS and F&B each met separately after that discussion to address the contract.

First, I want to remind this body that we are not voting to approve this contract, but rather, we are voting not to reject this contract. If we vote to reject, the Town and the Town Hall employees' union will go to arbitration. At that time, both sides will present their respective positions and the Arbitrator will select from either the Town side or the Union side – there is no compromise. Towns, such as Darien, do not typically do well at arbitration.

As you may have noticed, this contract is covering a period that has past. Within past budgets approved by the RTM, the town accrued for union negotiations. As such, the result of this contract will not affect either the current year's budget nor the proposed FY20 budget that the RTM will address in May. The incremental annual cost of this contract is approximately 2bp of a mil rate based upon the October 1, 2018 Grand List or \$150,000 annually. The contract also covers four years versus the typical 3 year contract.

This contract covers 48 police officers. The last incremental police officer hired by the town was in 1993.

Wages are increased retroactively by 2.25% to July 1st 2018 and by 2.3% annually 7/1/19 thru 7/1/21.

Over 50% of the members are already at the top step for their rank, and with no changes in rank during the course of this contract, 85% of the members will be at the top step for their rank at the end of the contract. The anticipated average cost of this contract, with no changes in rank, will be 3.3%. This is skewed by the number of officers moving to the top step patrol, over the lower step in year 2 of the contract. With retirements, this increase will be reduced.

Generally speaking, the town's wage and benefit package is among the best in the police peer group with a notable exception that the Town no longer offers post-retirement medical benefits to new hires. In addition, there is no longevity increases, no increase in shift differential and wage increases are lower than the state average.

Medical plan is current with MAC B pharmacy with increasing of employee contribution as follows – 7/1/19 increase from 6% to 7.5%; to 9% the following year and 9.5 increase effective 6/30/21 and 10% by the last year. Estimated cost savings approximate \$15m, \$12m and \$4m in the last year similar to the TH union contract discussed at the February RTM mtg.

Beginning in FY 20, the town will offer a buy up option for dental with the town's costs remaining the same and the differential paid by the employee. Also in FY20, a group vision plan will be made available

with the town paying 50% of the premiums. Total cost to the town would be \$3m if all employees participated. Again this is consistent with the TH union contract.

Some important language changes

- This is the last union contract where the payroll cycle payment will be changed. Kate can better explain this change.
- There were changes to tuition reimbursements
- Contract negotiations will start early for the next contract
- Changes to the Janus Decision
- A new order back provision where officers will receive \$100 extra if called back on shift after they have completed their existing shift
- For contract work, officers will be paid the entire time of contract even if released earlier, and paid 1.5 times if required to work longer. This clause relates to third parties that are paying for the officers. The town is only the dispensing agent and therefore it is cost neutral to the town other than as it might relate to contract work with the Board of Education.
- Clothing allowance goes from \$900 to \$1000
- A new emergency sick leave bank will be established for employees that have exhausted their accumulated leave time and have sustained a catastrophic or extended illness.
- There is a cost neutral benefit to the town. Employees will be extended the opportunity to take time off versus holiday time pay. From the union's perspective:

The RTM F&B committee voted 11 in favor, none against and one abstention. As the committee has a member of law enforcement, although no benefit to themselves, that individual chose to abstain.

Respectfully submitted,

Jack Davis
RTM Finance & Budget Chair