

RESOLUTIONS

(1)

RESOLVED: That upon the recommendation of the Board of Selectmen, a gift of a new golf halfway house at Longshore Club Park Golf Course valued at \$225,000 from The 9th & ½ Hole Committee, LLC is hereby accepted.

(2)

RESOLVED: That upon the recommendation of the Board of Finance and a request from the Superintendent of Schools, the sum of \$140,825 to the 2010-11 Budget, BOE Rentals & Reimbursements Expenditure Account, to be applied as follows, is hereby appropriated:

\$109,584.35 is deemed appropriated in accordance with Section 10-222a of the Connecticut General Statutes; and

\$31,240.65 is appropriated to fund the cost of union personnel reimbursements.

(3)

RESOLVED: That the Collective Bargaining Agreement between the Town of Westport and the Westport Municipal Employee Union Local 1303-387, Council 4, AFSCME, AFL-CIO for the period July 1, 2009 through June 30, 2014 is hereby ratified and the sum of \$179,427 to the 2011-2012 fiscal year budget is hereby appropriated.

(4)

RESOLVED: That upon the recommendation of Board of Finance, the sum of \$4,340,626 to the Pension Budget Account (OPEB Plan Funding) in order to fund a contribution to the Other Post Employment Benefits (OPEB) Trust Fund is hereby appropriated.



WESTPORT, CONNECTICUT

GORDON F. JOSELOFF
First Selectman

BACK UP MATERIAL
RTM ITEM # 1

Oct. 17, 2011 (Revised)

Mr. Hadley Rose
RTM Moderator
Town of Westport
Westport, CT 06880

Dear Hadley:

In accordance with the Town's Policy on Acceptance of Gifts, I hereby forward a request for acceptance of a gift of a new golf halfway house at Longshore Club Park Golf Course valued at \$225,000 from The 9th & ½ Hole Committee, LLC as recommended by the Parks & Recreation Commission.

The Board of Selectmen, at its public hearing on Oct. 12, 2011, approved the acceptance of the gift and recommends acceptance by the Representative Town Meeting. Enclosed for your review is a copy of the Board of Selectmen's minutes and the appropriate backup information.

I respectfully request that this gift be placed on an agenda of the RTM for consideration. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Joseloff".

Gordon F. Joseloff
First Selectman

GFJ:ps
Enclosures

cc: Stuart McCarthy, Parks & Recreation Director
William Meyer, RTM Parks & Recreation Committee
Michael Rea, RTM Finance Committee
Patricia Strauss, Town Clerk

MINUTES (DRAFT)

The Board of Selectmen held a public hearing on Wednesday, Oct. 12, 2011, at 4 p.m. in Room 309 of the Westport Town Hall. Present at the meeting were: Gordon F. Joseloff, Shelly A. Kassen, Charles W.K. Haberstroh, Gail Kelly, Douglas LaMonte, John Kondub, Stephen Edwards, Stuart McCarthy, Police Officer John Parisi, Kevin Godburn, William Vornkahl, Janis Collins, Seymour Orlinsky, Charles Tepfer, and Patricia Scully recording secretary.

MINUTES

1. The minutes of the Board of Selectmen's public hearing of Sept. 21, 2011 were presented by the recording secretary. There were no additions/deletions/revisions. Upon motion by Shelly A. Kassen, seconded by Charles W.K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the minutes of the Board of Selectmen's public hearing of Sept. 21, 2011 as presented are hereby APPROVED.

APPROVAL OF USE AND CLOSURE OF CERTAIN TOWN ROADWAYS FOR THE ANNUAL MEMORIAL DAY PARADE TO BE HELD ON MONDAY, MAY 28, 2012; AND TO REQUEST STATE TRAFFIC COMMISSION PERMISSION FOR USE OF CERTAIN STATE ROADS

2. Item #2 was presented by William Vornkahl representing the Westport VFW, and Parks & Recreation Director Stuart McCarthy. The Board discussed procedures for notifying the public in case of cancellation of the parade due to inclement weather. Upon motion by Shelly A. Kassen, seconded by Charles W.K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the request to the Traffic Authority for use and closure of certain town roadways for the Annual Memorial day parade to be held on Monday, May 28, 2012, and to request State Traffic Commission permission for use of certain state roadways, is hereby APPROVED.

APPROVAL OF USE OF CERTAIN TOWN ROADWAYS FOR THE WEEKLY ROAD RUNNERS SERIES, INCLUDING THE LABOR DAY WEEKEND ROAD RACE; AND TO REQUEST STATE TRAFFIC COMMISSION PERMISSION FOR USE OF CERTAIN STATE ROADS

3. Item #3 was presented by Parks & Recreation Director Stuart McCarthy. Upon motion by Shelly A. Kassen, seconded by Charles W.K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the request to the Traffic Authority for use of certain town roadways for the weekly road runners series, including the Labor Day weekend road race, and to request State Traffic Commission permission for use of certain state roads, is hereby APPROVED.

APPROVAL OF ENCROACHMENT ON TOWN PROPERTY AT PROPERTY LOCATED AT 36 CANAL ROAD AS RELATES TO A DOCK, IN ACCORDANCE WITH WESTPORT POLICY ON ENCROACHMENTS ON TOWN PROPERTY AND SUBJECT TO TOWN ENGINEER'S LETTER OF SEPT. 30, 2011

4. Item #4 was presented by Seymour Orlinsky, property owner of 36 Canal Road, and Public Works Director Stephen Edwards. Upon motion by Shelly A. Kassen, seconded by Charles W.K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the request for an encroachment on town property at property located at 36 Canal Road as relates to a dock, in accordance with Westport Policy on Encroachments on Town Property and subject to the Town Engineer's letter of Sept. 30, 2011 attached, is hereby APPROVED.

APPROVAL OF ENCROACHMENT ON TOWN PROPERTY AT PROPERTY LOCATED AT 28 SPRITEVIEW AVENUE AS RELATES TO A DOCK, IN ACCORDANCE WITH WESTPORT POLICY ON ENCROACHMENTS ON TOWN PROPERTY AND SUBJECT TO TOWN ENGINEER'S LETTER OF SEPT. 30, 2011

5. Item #5 was presented by Charles Tepfer, property owner of 28 Spriteview Avenue, and Public Works Director Stephen Edwards. Upon motion by Shelly A. Kassen, seconded by Charles W.K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the request for an encroachment on town property at property located at 28 Spriteview Avenue as relates to a dock, in accordance with Westport Policy on Encroachments on Town Property and subject to the Town Engineer's letter of Sept. 30, 2011 attached, is hereby APPROVED.

APPROVAL CONTRACT BETWEEN TOWN OF WESTPORT AND THE EMPLOYEE ASSISTANCE PROGRAMS OF SOUTHWESTERN CONNECTICUT FOR THE PERIOD SEPT. 1, 2011 THROUGH AUG. 31, 2012

6. Item #6 was presented by Finance Director/Acting Personnel Director John Kondub. Upon motion by Shelly A. Kassen, seconded by Charles W.K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the request for a contract between the Town of Westport and the Employee Assistance Programs of Southwestern Connecticut for the period Sept. 1, 2011 through Aug. 31, 2012 is hereby APPROVED.

APPROVAL OF ESTABLISHMENT OF CROSSWALK ON PARKER HARDING PLAZA ROADWAY AT INTERSECTION OF GORHAM ISLAND BUILDING COMPLEX, AS RECOMMENDED BY POLICE DEPARTMENT

7. Item #7 was presented by Police Officer John Parisi. Officer Parisi stated that the Police Department did not recommend this crosswalk establishment. In addition, the Westport resident who wrote had requested the establishment of two crosswalks in that area of Parker Harding Plaza. Public Works Director Stephen Edwards also stated that he did not recommend the crosswalk. Upon motion by Shelly A. Kassen, seconded by Charles W.K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the wording of the request for the establishment of a crosswalk on Parker Harding Plaza at the intersection of Gorham Island building complex be amended to not include "as recommended by the Police Department," is hereby APPROVED.

Upon motion by Shelly A. Kassen, seconded by Charles W.K. Haberstroh and denied by a vote of 0-3, it was:

RESOLVED: That the request, as amended, to the Traffic Authority for the establishment of two crosswalks on Parker Harding Plaza at the intersection of Gorham Island building complex is hereby DENIED.

APPROVAL OF SESAC PERFORMANCE LICENSE AGREEMENT FOR MUNICIPALITIES BETWEEN TOWN OF WESTPORT AND SESAC LLC FOR TOQUET HALL AS RECOMMENDED BY HUMAN SERVICES DEPARTMENT

8. Item #8 was presented by Kevin Godburn, representing Toquet Hall. Upon motion by Shelly A. Kassen, seconded by Charles W.K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the request for a SESAC Performance License Agreement for Municipalities between the Town of Westport and SESAC LLC for Toquet Hall, as recommended by the Human Services Department, is hereby APPROVED.

APPROVAL OF REQUEST ON BEHALF OF AN ANONYMOUS DONOR TO AFFIX PLAQUE ON HALFWAY HOUSE AT LONGSHORE CLUB PARK GOLF COURSE IN MEMORY OF CLIFFORD ROSS IN ACCORDANCE WITH LETTER DATED JUN 27, 2011 FROM ATTORNEY JAMIE K. GERARD

APPROVAL OF MEMORANDUM OF AGREEMENT, BY AND AMONG THE FRIENDS OF WESTPORT PARKS & RECREATION, INC., THE TOWN OF WESTPORT, AND THE 9TH & ½ HOLE COMMITTEE, LLC FOR CONSTRUCTION OF NEW HALFWAY HOUSE BUILDING ON LONGSHORE CLUB PARK GOLF COURSE

APPROVAL OF ACCEPTANCE OF GIFT OF A NEW GOLF HALFWAY HOUSE AT LONGSHORE CLUB PARK GOLF COURSE VALUED AT \$225,000 FROM THE 9TH & ½ HOLE COMMITTEE, LLC, AS RECOMMENDED BY THE PARKS AND RECREATION COMMISSION AND TO FORWARD TO REPRESENTATIVE TOWN MEETING FOR

CONSIDERATION, IN ACCORDANCE WITH POLICY FOR GIFTS TO TOWN AS
AMENDED OCT. 28, 1998

9., 10, 11. Items #9, 10 and 11 were presented by Parks & Recreation Director Stuart McCarthy. The board agreed that one presentation for the three items would be appropriate as the items were related. Mr. Haberstroh stated that he was a member of The 9th & ½ Hole Committee LLC, but felt he did not have a conflict of interest. Mr. McCarthy stated that the plans for the building had to be approved by the town, including Parks & Recreation, Public Works Department and the Public Site & Building Commission. Prior to starting the project, the town would need to insure funding was in place – including approximately \$175,000 and in-kind services of \$50,000. A separate account would be established for the funding. Invoices would have to be approved by the Parks & Recreation Director prior to payment. All contracts for the project would be reviewed by the Town Attorney's Office – including confirming appropriate insurance coverage and contingency funding. Change orders over \$5,000 would need approval by the Parks & Recreation Director. Mr. McCarthy stated that an RFP would be done for the operation of the concession stand. It was anticipated that the halfway house would open for the 2012 golf season.

Board members expressed the town's appreciation and thanks to the volunteers and donors for their efforts, hard work, creativity and follow-through of this project.

9. Item #9 was presented by Parks & Recreation Director Stuart McCarthy. Upon motion by Shelly A. Kassen, seconded by Charles W. K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the request on behalf of an anonymous donor to affix a plaque on the halfway house at the Longshore Club Park Golf Course in memory of Clifford Ross, in accordance with a letter dated Jun 27, 2011 from Attorney Jamie K. Gerard attached, is hereby APPROVED.

10. Item #10 was presented by Parks & Recreation Director Stuart McCarthy. Upon motion by Shelly A. Kassen, seconded by Charles W. K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the request for a memorandum of Agreement, by and among The Friends of Westport Parks & Recreation, Inc., the Town of Westport, and The 9th & ½ Hole Committee, LLC for the construction of a new halfway house building on the Longshore Club Park Golf Course, is hereby APPROVED.

11. Item #11 was presented by Parks & Recreation Director Stuart McCarthy. Upon motion by Shelly A. Kassen, seconded by Charles W. K. Haberstroh and passed by a vote of 3-0, it was:

RESOLVED: That the request for acceptance of a gift of a new golf halfway house at Longshore Club Park Golf Course valued at \$225,000 from The 9th & ½ Hole Committee, LLC as recommended by the Parks and Recreation Commission and to forward such request to the Representative Town Meeting for consideration, in accordance with the Policy for Gifts to the Town as amended Oct. 28, 1998, is hereby APPROVED.

Upon motion by Charles W.K. Haberstroh, seconded by Gordon F. Joseloff and passed by a vote of 3-0, the public hearing was adjourned at 5:15 p.m.

Patricia Scully
Recording Secretary



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

BOS
11

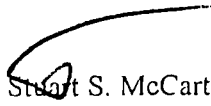
October 11, 2011

Gordon Joseloff
First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06880

Dear Mr. Joseloff:

The Westport Parks and Recreation Department respectfully requests to be placed on the Board of Selectmen Agenda, for acceptance as a gift of a new golf halfway house at Longshore Club Park Golf Course valued at \$225,000.00 from The 9th ½ Hole Committee, LLC as recommended by the Parks and Recreation Commission and to forward such request to the RTM for approval.

Sincerely,


Stuart S. McCarthy
Director of Parks and Recreation

SSMcC:sk

cc: Gail Kelly

TOWN OF WESTPORT

POLICY FOR GIFTS TO TOWN

(Approved 7/15/98; Amended 10-28-98)

1. Purpose.
2. Monetary donations.
3. Nonmonetary gifts.
4. Criteria for acceptance of gifts; tax considerations.
5. Naming as a condition.
6. Administrative procedures.

1. Purpose.

The purpose of this chapter is to establish uniform procedures to govern the donation to and receipt by the town of gifts of money or of value from citizens, foundations, business concerns and others, both for specific purposes and for general use by the town.

2. Monetary donations.

- A. \$1 to \$20,000.

A donation of one dollar (\$1) up to and including twenty thousand dollars (\$20,000) shall not be accepted by the town unless it has received the prior approval of the Board of Selectmen. The Board of Selectmen shall report all such contributions received to the Representative Town Meeting (RTM) members once each quarter.

- B. More than \$20,000.

A donation of more than twenty thousand dollars (\$20,000) shall not be accepted by the town unless it has been recommended for approval by the Board of Selectmen and has received the approval of the RTM. All such donations shall be first submitted to the Board of Selectmen which shall forward its recommendation to the Moderator of the RTM to be placed on the agenda for the next available meeting.

- C. All sums.

Contributors of any sum to the town shall provide a letter properly designating the purposes and conditions, if any, of the gift. Individuals desiring anonymity shall so state in that letter, in which event the town will undertake to preserve their anonymity.

D. **Special Account**

The Controller shall establish a special account for the deposit of donations which the donor has designated for use for specific purposes. After a period not to exceed two years and/or the completion of the specific purpose for which the funds have been donated, excess funds shall be deposited in the general fund unless the town has accepted the gift under different conditions.

3. **Nonmonetary gifts.**

A. A nonmonetary gift to the town shall not be accepted without the prior approval of the Board of Selectmen. Contributors shall execute a document properly designating the purposes and conditions, if any, of the gift or giving the town the right to use the gift in its sole and absolute discretion and relinquishing any future claim to the gift.

B. A nonmonetary gift to the town of real estate or of a structure which is intended to be permanently placed on town property shall be accepted only upon the prior approval of the RTM. All such gifts must secure any necessary approval pursuant to CGS §8-24 by the Planning and Zoning Commission, and must also secure any necessary approvals from other land use agencies. The Board of Selectmen, at its discretion, may request advisory reports from individuals or from standing town committees.

All such donations shall be submitted to the Board of Selectmen, which shall forward its recommendation to the Moderator of the RTM to be placed on the agenda for the next available meeting.

C. All gifts to the town which are works of art shall be referred to the Arts Advisory Committee which shall forward its written recommendation as to acceptance and placement of the work of art to the Board of Selectmen.

4. **Criteria for acceptance of gifts; tax considerations.**

A. In considering whether to approve acceptance of such a gift, the Board of Selectmen shall consider the following:

(1) Whether the gift is appropriate for a public building, facility, or parcel of land.

- (2) Whether the gift is being offered by a donor who is acceptable to the reviewing entity.
 - (3) Whether the gift will benefit the town and the community.
 - (4) Whether there is space in a public facility to accommodate it.
 - (5) Whether there are maintenance or repair costs involved and, if there are, how they will be funded.
 - (6) Whether there are insurance costs associated with receiving and maintaining the gift and, if there are, how they will be funded.
 - (7) Whether the gift will begin a program or service which the town would be unwilling to take over when the gift or grant funds are exhausted.
 - (8) Whether receipt of the gift may conflict in any way with the town's ethical, moral or purchasing policies.
 - (9) Whether any conditions attached to the gift conflict with or in any way commit the town to a course of action which conflicts with town policies, practices, ordinances, standards, or state or federal laws or regulations.
- B. The Board of Selectmen reserves the right to specify the manner in which gifts are made, to define the type of gift which it considers appropriate, and to reject those which it deems inappropriate or unsuitable.
- C. The Board of Selectmen shall be empowered to remove, dispose of, or modify those gifts that become unwanted or obsolete as conditions warrant. When the value of a gift is \$10,000 or greater, any such removal, disposal or modification is subject to final approval by the RTM.
- D. The town will not evaluate gifts for tax purposes. The First Selectman, upon request by a donor, shall acknowledge the receipt of a gift for purposes of enabling the donor to receive a tax deduction.

5. Naming as a condition attached to a gift.

- A. All gifts which have the condition that the giving of the gift is contingent upon naming it or other town property shall be referred to the Board of Selectmen which shall forward its recommendations to the Moderator of the RTM to be placed on its agenda for the next available meeting.
- B. In considering whether to approve naming a property, the reviewing entity shall make a finding that, in light of all the circumstances, it is in the best interests of the town to honor the condition of naming.
- C. All gifts dedicated to the memory of an individual may be recognized with an appropriate plaque, to be approved by the Board of Selectmen. All plaques are to be placed at an appropriate location to be determined by the Board of Selectmen.

6. Administrative procedures.

- A. Before a donor offers a gift to the town, the donor shall submit a letter designating the purpose and conditions, if any, of the gift. Such letter shall be submitted to the First Selectman, who shall thereupon secure any additional information pertinent to the decision whether to accept the gift and forward the letter and such information, including a recommendation, to the Board of Selectman.
- B. Potential donors to a program, department or the town offices shall be advised by the First Selectman that, in determining whether to accept a gift, the Board of Selectmen will base its determination upon whether the gift is in the best interests of the town and the community at large.
- C. Individuals desiring anonymity shall so state in the document, in which event the town will undertake to preserve their anonymity.
- D. The Board of Selectmen is empowered, on behalf of the town and without action by the RTM, to devote, apply, expend or utilize such gifts to such purposes and with such restrictions, if any, as may have been established by the donor; and to take all necessary and appropriate action to accomplish the purposes set forth by the donor. If no special purposes have been set forth, funds shall be deposited in the general fund.

E. At the conclusion of each fiscal year, the Board of Selectmen shall compile a list of all gifts accepted by the town during the preceding fiscal year.

F. Any gifts to the Board of Education which directly impact on town-owned property shall be reviewed in accordance with this policy and its administrative procedures.

AMENDMENT TO
POLICY FOR
GIFTS TO TOWN
(10-28-98)

1. All monetary gifts shall be deposited into the Escrow Account pending acceptance of the gift by the accepting entity.
2. The First Selectman is hereby authorized to accept on behalf of the Town all gifts, both monetary and nonmonetary, less than \$2,500 in value without Board of Selectmen approval. All such gifts accepted by the First Selectman shall be reported to the Board of Selectmen.



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

BACK UP MATERIAL
RTM ITEM # 1

TO: RTM

FROM: Stuart S. McCarthy, Director of Parks and Recreation *sm*

DATE: October 24, 2011

RE: Gift - Longshore Golf Halfway House

The RTM is being asked, upon the recommendation of the Board of Selectmen and Parks and Recreation Commission to accept a gift from The Friends of Westport Parks & Recreation, Inc., and The 9th & ½ Hole Committee, LLC of a new halfway house building on the Longshore Club Park Golf Course.

The 9th & ½ Hole Committee is a volunteer organization formed to raise private funds to construct the halfway house. They have partnered with the Friends of Westport Parks and Recreation to allow donors to make charitable contributions to the project.

The project is estimated value at \$225,000. A combination of donated funds as well as donated and discounted professional services, labor and materials will allow the building to be constructed without public financing. The Parks and Recreation Department and DPW will provide limited services within existing budgets including surveying and landscaping assistance.

The gift is made possible in part by a substantial donation from an anonymous donor and installation and maintenance of a plaque in memory of Clifford Ross is a condition of that gift. Mr. Ross was a longtime Westport resident; avid golfer at Longshore, member of the Golf Advisory Committee and involved in the original planning for a new Halfway House at Longshore.

The Board of Selectmen at their meeting on October 12, 2011, in addition to recommending acceptance of the gift, approved an agreement between the parties outlining the responsibilities of each party through construction including:

- Building plans and budget to be approved by representatives of the Parks and Recreation Department and PS&BC.
- No construction to begin until funds and in kind services required for completion of the project are identified and funds deposited into a separate account and the receipt of such funds verified by the Town.
- Contracts to be reviewed by Assistant Town Attorney.
- Change Orders to be approved by Parks and Recreation Director.
- Invoices to be approved by Parks and Recreation Director.
- Plaque in memory of Clifford Ross to be installed and maintained in accordance with the provisions of the agreement approved by the Board of Selectmen.

RTM

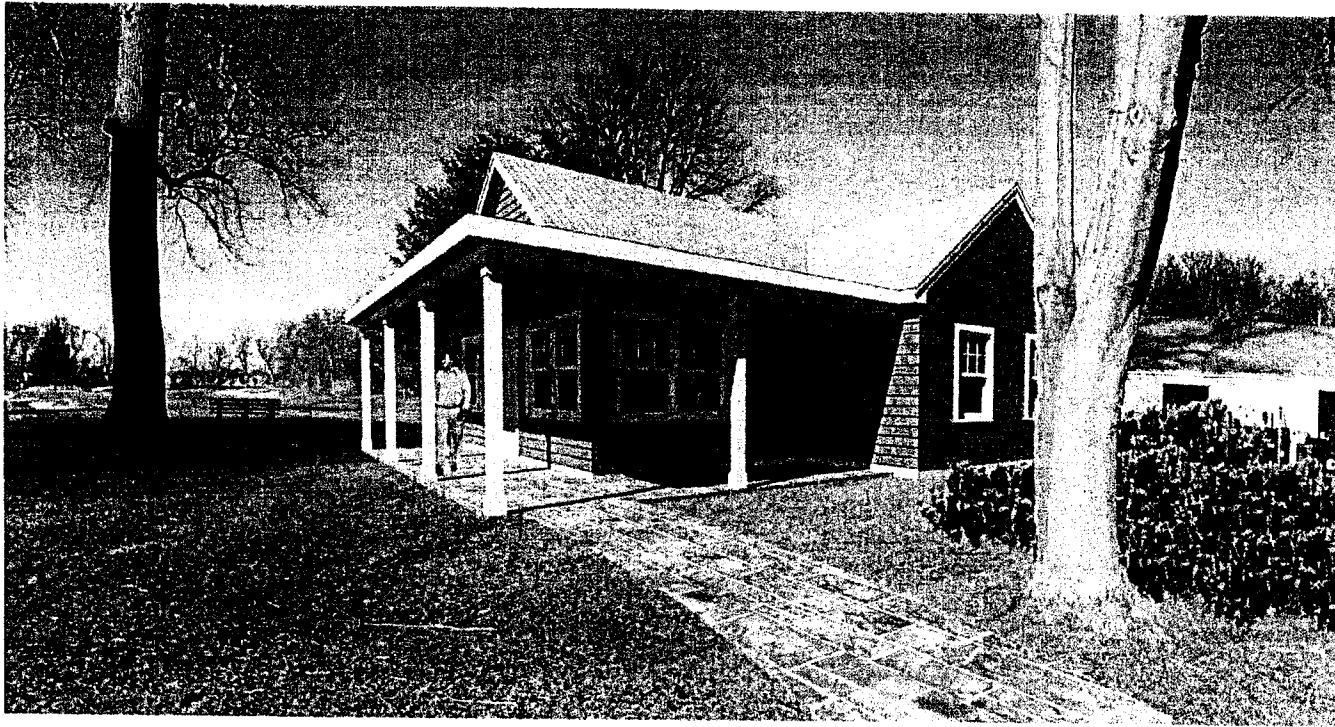
October 24, 2011

Page #2

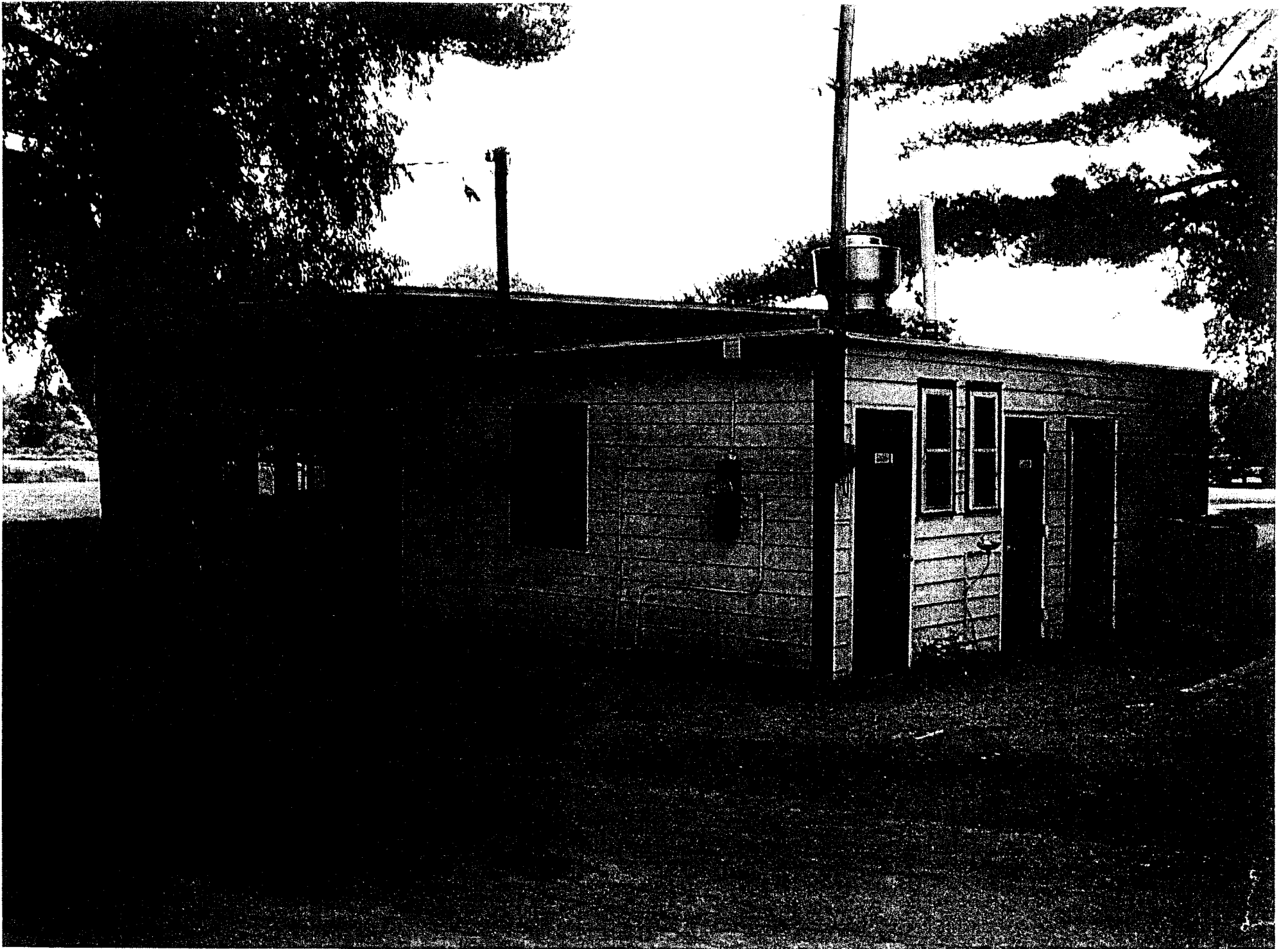
The Parks and Recreation Commission and Board of Selectmen support this request. The project is an outstanding example of private-public partnership and will result in construction of a new public building without expenditure of public financing.

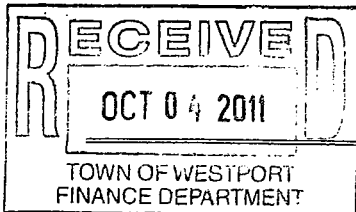
SSMcC:sk

(Attachments)



Longshore Club Park Golf Course
The 9th & 1/2 Hole





BACK UP MATERIAL
RTM ITEM # 2

Approved BOF 10/5/11
Appropriations to 2010-11 Budget:
a) \$109,584.35 deemed appropriated
per CGS Sec. 10-222a

INTEROFFICE MEMORANDUM

TO: ELLIOTT LANDON
SUPERINTENDENT

FROM: NANCY J. HARRIS
ASSISTANT SUPERINTENDENT FOR BUSINESS

SUBJECT: REQUEST FOR APPROPRIATION - RENTALS & REIMBURSEMENTS

DATE: SEPTEMBER 28, 2011 (REVISED 10/4/11)

CC: J. KONDUB, F. MEILAN, RENTALS FILE

b) \$ 31,240.65 net appropriation of \$ 140,825 and a) above to fund union personnel reimbursements

To RTM 11/1/11

The Board of Education, in accordance with the policy approved by the Board of Education (based on an agreement with the Board of Finance), has authorized the Superintendent to provide written accountings to the Board of Finance (BOF) regarding revenues and expenditures associated with rentals and reimbursements.

I am now submitting the final report on the Rentals and Reimbursement account. The Final Rentals and Reimbursements Statement provides the summary of activity for the two sources of revenue: (1) reimbursement from the teacher's union for 40% of the union president's annual salary and (2) rental fees received for the use of school facilities by outside organizations.

We are, therefore, requesting that the Board of Finance accept the report and make net appropriation adjustments to the Board of Education budget in the amount of \$31,240.65, representing all revenues received from the Westport Education Association in payment of the salary of the president of the teacher's union for the fiscal year. This \$31,240.65 is determined as follows:

Final Action Requested:

Total funds received (7/1/10 - 6/30/11)	\$140,824.87
Funds deemed appropriated	<u>109,584.22</u>
per CGS 10-222a (7/1/10 - 6/30/11)	
Net appropriation request (7/1/10 - 6/30/11)	\$ 31,240.65

This request for appropriations complies with the Fund Accounting Procedure agreed to in 2001 by the Board of Education and the Board of Finance.

NJH:abm
BOF EOY Rentals transmittal

INTEROFFICE MEMORANDUM

TO: ELLIOTT LANDON
SUPERINTENDENT

FROM: NANCY J. HARRIS
ASSISTANT SUPERINTENDENT FOR BUSINESS

SUBJECT: REQUEST FOR APPROPRIATION – RENTALS & REIMBURSEMENTS

DATE: SEPTEMBER 28, 2011

CC: J. KONDUB, F. MEILAN, RENTALS FILE

RECEIVED
SEP 28 2011
TOWN OF WESTPORT
SELECTMAN'S OFFICE

The Board of Education, in accordance with the policy approved by the Board of Education (based on an agreement with the Board of Finance), has authorized the Superintendent to provide written accountings to the Board of Finance (BOF) regarding revenues and expenditures associated with rentals and reimbursements.

I am now submitting the final report on the Rentals and Reimbursement account. The Final Rentals and Reimbursements Statement provides the summary of activity for the two sources of revenue: (1) reimbursement from the teacher's union for 40% of the union president's annual salary and (2) rental fees received for the use of school facilities by outside organizations.

We are, therefore, requesting that the Board of Finance accept the report and make net appropriation adjustments to the Board of Education budget in the amount of \$31,240.65, representing all revenues received from the Westport Education Association in payment of the salary of the president of the teacher's union for the fiscal year. This \$40,878.00 is determined as follows:

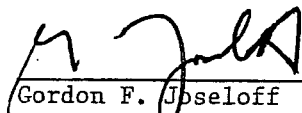
Final Action Requested:

Total funds received (7/1/10 – 6/30/11)	\$140,824.87
Funds deemed appropriated per CGS 10-222a (7/1/10 – 6/30/11)	<u>109,584.22</u>
Net appropriation request (7/1/10 – 6/30/11)	\$ 31,240.65

This request for appropriations complies with the Fund Accounting Procedure agreed to in 2001 by the Board of Education and the Board of Finance.

NJH:abm
BOF EOY Rentals transmittal

Approved for submission to the
Board of Finance (10/5/11)



Gordon F. Joseloff
First Selectman

WESTPORT PUBLIC SCHOOL
 RENTALS & REIMBURSEMENTS
 as of June 30, 2011

	REVENUES RECEIVED 6/30/2011	EXPENDITURE DETAIL	EXPEND- DITURES 6/30/2011	BALANCE TO TOWN
ACCOUNT 848				
WESTPORT EDUCATION ASSOCIATION				
PAYROLL	\$ 31,240.65		\$ 31,240.65	\$ -
PAYMENTS TO VENDORS			\$ 31,240.65	
			\$ 0.00	
ACCOUNT 852				
OUTSIDE ACTIVITIES & SCHOOL USE				
TOTAL OUTSIDE ACTIVITIES	\$ 109,584.22		\$ 109,584.22	\$ -
PAYROLL			\$ 54,908.06	
BOE staff		\$ 51,133.26		
FICA/MED		\$ 3,774.80		
PAYMENTS TO VENDORS			\$ 54,676.16	
TOTAL	\$ 140,824.87		\$ 140,824.87	\$ -

WESTPORT PUBLIC SCHOOL
RENTALS & REIMBURSEMENTS
as of June 30, 2011

Exhibit F

2010-11 RENTAL & REIMBURSEMENTS
REVENUE & EXPENSE DETAIL

REVENUES

CAMP GAN ISRAEL	
WEA	\$ 48,981.34
WYWL CREATIVE ARTS FESTIVAL	\$ 31,240.65
CONGREGATION FOR HUMANISTIC JUDAISM	\$ 8,332.14
ALL OTHERS (UNDER \$5,000)	\$ 5,793.32
	\$ 46,477.42
	<u>\$ 140,824.87</u>

EXPENDITURES

PAYROLL

\$ 86,148.71

VENDOR PAYMENTS

ELECTRICITY	
REFUND TO CAMP GAN ISRAEL FOR ESCROW PAYMENT	\$ 35,000.00
FINGERPRINTING	\$ 10,000.00
MISCELLANEOUS SUPPLIES	\$ 3,387.75
TOTAL PAYMENTS TO VENDORS	\$ 6,288.41
	<u>\$ 54,676.16</u>
	<u>\$ 140,824.87</u>

Report of the RTM Finance Committee

The RTM Finance Committee met on October 25, 2011 in Westport Town Hall to review a Board-of-Finance-approved appropriation of \$140, 825, of which \$109,584 is deemed appropriated under CGA 10-222a and \$31,241 is appropriated to fund union personnel reimbursements received by the Town, as requested by the Superintendent of Schools.

Committee members present: Allen Bomes, Michael Guthman, Richard Lowenstein, John McCarthy, Michael Rea (chair), Cathy Talmadge, and Jeff Wieser..

Background and Findings

This is an annual request by the Superintendent and does not involve any new money, as all requested fund have already been received by the Town. However, as the \$109,584 is money received from outside groups for the use of school facilities, it provided us with an opportunity to ask Elliott Landon about expanding this revenue-producing account, especially for non-Westport organizations.

Dr. Landon stated two concerns:

1. Westport taxpayers might object to local facilities being used by outside organizations.
2. Extremist organizations – political or social – would have the right to use the school facilities.

Committee members countered that Westport taxpayers might appreciate the additional revenue, however small, that would come from rentals and therefor ease the tax burden.

Furthermore, extremist organizations would not be prevented today from using school facilities, as long as they met the BOE's policy requirement to be a private non-profit group, at least 50% of whose membership and/or participants must be Westport residents. (A copy of the policy is attached.)

As we look to the future, it was suggested that Dr. Landon establish a facilities-revenue target for his 2012-2013 budget. It was also suggested that the BOE itself could create a Board committee to market the facilities to non-Westport organizations, after appropriately modifying its current policy.

Action

On a motion by Mr. Lowenstein, and seconded by Mr. Guthman, the Finance Committee members present voted unanimously to recommend that the RTM approve this appropriation request.

Respectfully submitted,

Richard Lowenstein

cc: John Kondub
Elliott Landon
Donald O'Day
Hadley Rose
Finance Committee members.

Business/Non-Instructional Operations/Community Relations

Use of School Facilities

A. Authorized Users/Order Of Priority

1. The Westport public school program has 1st priority in the use of all school facilities.
2. The Westport Continuing Education (WCE) program (including Adult Education and Summer School) has next priority after the regular program.
3. The Westport Department of Parks & Recreation (DPR) has 3rd priority for use of facilities.
4. Activities of school-related organizations, e.g., PTA, booster clubs and parent support groups shall have 4th priority for use of school facilities.
5. When not being used by the above groups, school facilities may be made available to other users, limited to agencies of the Town of Westport, and Westport-based, private non-profit groups, at least 50% of whose membership and/or participants must be Westport residents, for uses not directly competitive with school-sponsored activities, e.g., adult education, summer school, etc.
6. Use by the media or individual photographers, filmmakers, etc., wishing to photograph, televise or film school facilities or activities, is governed by the media access policy.

B. Requirements and Application Procedures

1. Written permission from the Superintendent or designee is required for all outsiders' use of buildings and equipment, use of grounds for any purpose involving 25 or more people (including participants and spectators), or use of parking lots on a weekend or after school hours by Westport residents for guest parking for a wedding or other private (non-commercial) event. Non compliance with this stipulation will constitute trespassing.
2. Applicants shall file a complete application with the facilities manager in the maintenance office.
3. All users not covered by the Westport Town/Board of Education insurance policy must provide a liability insurance certificate of no less than \$5 million, naming the Westport Board of Education/Town of Westport as additional named insureds. Insurance limits will be reviewed and updated periodically by the Assistant Superintendent for Business.

Business/Non-Instructional Operations/Community Relations

Use of School Facilities

B. Requirements and Application Procedures (continued)

4. Police and/or fire department protection may be required at the users' expense. This condition is to be determined by the supervisor of buildings, in consultation with the relevant departments.

C. Usage Types:

Standard Use is defined as routine meetings, programs, classes, etc.

Major Use which requires a surcharge, is defined as having one or more of the following characteristics:

Creates significant wear and tear.

- Funds are raised through admission charges (including "voluntary" contributions), sale of merchandise, raffles, door prizes, etc.
- Event uses vendors' or exhibitors' booths.
- Event uses the Staples field house.
- Event at any school requires two major facilities: (gym, cafeteria, auditorium). Ten or more classrooms = major facility.
- Event involves more than 500 participants or attendees.

D. Classification Of Groups For Payment Of Fees And Rent

(Identified groups are examples; groups not listed will be classified by Superintendent or designee).

*Category I Users No Rent For Standard Use

Category I includes:

- a) **School-Related:** e.g., student organizations, PTAs, parent support groups affiliated with school teams, clubs, etc., recognized parent advocate groups such as CLASP, etc.
- b) **Town Groups:** Town boards, commissions, and committees; DPR, Senior Center, Health District, Library, Transit District, Levitt Pavilion, First Night, etc.
- c) **Youth-Serving:** Westport-based non-profit youth-serving groups, such as: Boy & Girl Scouts, Little League, PAL, Babe Ruth League, Westport Soccer Association.
- d) **Grandfathered Groups:** Power Squadron, Red Cross, Westport Arts Center.
- e) **Others:** Superintendent or designee may waive or reduce fees for state/national professional or educational organizations; or for other groups serving the public interest; or for elected officials holding public meetings.

Business/Non-Instructional Operations/Community Relations

Use of School Facilities

D. Classification Of Groups For Payment Of Fees And Rent (continued)

***Category II Users Basic Rent: Westport-Based Community Groups**

Category II includes:

- a) Westport agencies supported by the United Way, and non-profit service organizations that serve Westport, e.g., Rotary, Kiwanis, Masons, Westport Woman's Club, Westport Young Woman's League, Veterans' groups, Nursing and Home Care, etc.
- b) Westport political, religious and ecumenical groups. (Depending on the nature of the activity, e.g., summer camps or on-going programs for which fees are charged, these groups may be classified as Category III for rental fee purposes.)
- c) Westport YMCA: for use of pool only, with special financial arrangements.

***Category III Users Basic Rent Doubled: Westport-Based Private, Non-profit, Educational, Recreational, Cultural, Social or Athletic Groups**

Category III includes: private schools, private nursery schools, dance academies, drama groups, music groups, children's activity programs, etc., at least 50% of whose members or participants are Westport residents.

***Category I, II And III Users: Additional Charges For Major Use**

When a Category II or III group makes major use of facilities for fund-raising programs involving commercial, entrepreneurial, profit-making organizations or activities, Superintendent or designee may require a contribution to the school's student activity fund, amount to be determined by Superintendent, but no less than \$1000.)

Other Users: Under unusual circumstances, the Superintendent may permit one-time or occasional use of facilities to educational, civic, cultural, etc., organizations from neighboring towns, etc.; the Superintendent shall judge requests individually and determine rental category.

All Categories: Must pay custodial, kitchen workers' and other applicable fees, including fees for covering the gym and field house floors if necessary. All groups pay surcharge for major use. Superintendent may reduce surcharge by 50% for Categories I and II if event is a fund raiser benefiting the Westport schools or the public, or when the event itself is a public service. Rental fees, administrative fee and surcharge required in advance. Personnel charges are billed.

Special Conditions: Regardless of user's category, the Superintendent (or designee) may impose special conditions or may deny permission when it is judged that the requested use may produce undue wear and tear on facilities, would cause disruption to the regular school program, be detrimental to the public image of the school system, impact negatively on the scheduled maintenance or cleaning of the schools or otherwise not be in the interest of the school system or the Town.

Business/Non-Instructional Operations/Community Relations

Use of School Facilities (continued)

E. Restrictions On Use Of School Facilities

1. Illegal activities will not be tolerated.
2. School facilities may not be rented by individuals, businesses or trade organizations or used for private purposes.
3. No school facility may be used by individual entrepreneurs, either Westport Board of Education employees or others, to give private instruction for a fee to individuals or groups.
4. School facilities may not be used for the promotion of any commercial interest or private or corporate gain except in conjunction with a fund-raising activity by a permitted, non-profit user. In such cases, regardless of category, users may be required to make a donation to the student activity fund of the school of a minimum of \$1,000 in addition to paying custodial costs and applicable rental fees. The decision about whether to require a donation, and the amount of the donation, will be made by the Superintendent or designee, in consultation with the sponsor of the program.
5. Use or possession of tobacco, alcoholic beverages or unauthorized controlled substances shall not be permitted on school property.
6. Advertising, decorations or other materials that promote the use of illegal drugs, tobacco products or alcoholic beverages shall not be permitted.
7. Obscene advertising, decorations or materials shall not be permitted on school property.
8. Users must comply with all administrative regulations governing use of school facilities. Non-compliance may result in revocation of privileges.

All exceptions to this policy require approval of the Superintendent, whose decision on all aspects is final.

Legal Reference: Connecticut General Statutes
10-239 Use of School Facilities for Other Purposes

Policy adopted: July 29, 2004

WESTPORT PUBLIC SCHOOLS
Westport, Connecticut
3515(a)

Business/Non-Instructional Operations/Community Relations

Use of School Facilities

Procedures

Regulations Governing Use Of School Facilities

1. **Adequate adult supervision** is required for entire length of activity. One designated adult must be in charge of overall program and there must be an over 18 adult supervisor for every 20 students and/or an over 18 adult supervisor present in each classroom used for the full time. Students may not be allowed to walk, run or wander through the halls unsupervised.
2. **No alcoholic beverages** or controlled substances allowed for any reason, including religious observances.
3. **No smoking** or carrying lighted pipes, cigarettes or cigars permitted in school buildings or on school grounds at any time.
4. **No guns or weapons** of any kind may be brought onto school grounds except as specified in Board policy.
5. **Signs** on school property must be approved in advance by the Principal or designee, as to size, content, placement and duration of display. Signs will not be approved if they are judged inappropriate on school grounds. Advertising, decorations or other materials that promote the use of illegal drugs, tobacco products or alcoholic beverages, and/or obscene advertising, decorations or materials shall not be permitted on school property.
6. **Structures** on school property: Erection of tents or any other structures on school property requires the approval of the Principal, in consultation with the Director of Facilities, and the Superintendent or designee. The user must obtain and pay for any zoning permit that may be required.
7. **No dogs or other pets** are permitted in school buildings or on school grounds. Exceptions: seeing-eye dogs, animals used for Westport public school-sponsored programs, or adult education animal training programs. Adult ed training programs will use the outdoor parking lot, weather permitting, or an indoor room with direct access to the outdoors. Dogs may not be brought through school corridors or into other rooms. Anyone bringing an animal onto school property must have the animal on a leash at all times and must clean up after animals. Adult ed teacher in charge of training program is responsible for leaving the area (indoors or outdoors) in a clean and sanitary condition.

Business/Non-Instructional Operations/Community Relations

Use of School Facilities

Procedures (continued)

8. **No flammables:** No cooking outside the school kitchen, or use of barbeque grills, etc., or use of lighted candles or any other flammables are permitted in school buildings or on school grounds by users not directly affiliated with the Westport public school program, except with special permission, under controlled conditions.
9. **School Furniture/Equipment**
 - a) No school owned electronic equipment (TVs, VCRs, digital cameras, tape recorders, computers, etc.) may be used by outside users of school facilities.
 - b) Furniture and equipment may not be used or lent to anyone who has not contracted to use school facilities, except to other Town agencies, with the approval of the Superintendent (or designee).
 - c) Kitchen equipment may not be moved.
 - d) All equipment/furniture must be returned to its accustomed place immediately after the activity, in the condition in which it was found. Users pay for repair or replacement due to damage.
 - e) Users wishing to borrow furniture or equipment from one school, to be used in another, must obtain the permission of the Principal of the school making the loan; all items must be returned to their original place in the school before 7 a.m., the next school day. Users must make arrangements to have items carried in and placed where they belong.
 - f) Special fees will apply for use of sound systems, stage lighting and other technical stage equipment. User will be required to employ, from a list designated by the school Principal, the services of a technician trained in the proper use of school equipment. Professional technicians brought in by the user must work under the supervision of one of the school system's designated trained technicians. Users will be required to furnish a security deposit for the use of this equipment. Fee will be returned only after the school's trained technician has verified that all equipment has been accounted for and is in good condition.
10. **School facilities** including floors, carpeting, walls, rest rooms, grounds and fields must be restored to their original condition. Users must pay for special cleanup, repair etc., necessitated by their use.
11. **Gym floors:** For athletic events, only gym shoes or sneakers permitted. For non-athletic events held in a gym or in the Staples Field House, the Director of Facilities (DOF), after consultation with the Principal, may require that the floor be covered, at user's expense. The DOF will arrange for installation and removal of floor covering. The fee must be paid in advance.

Business/Non-Instructional Operations/Community Relations

Use of School Facilities

Procedures (continued)

12. **No motorized vehicles**, bicycles, roller skates or roller blades permitted in school buildings, in the Field House, or on tracks, fields or lawns, with the exception of King's Highway/Saugatuck track.
13. **Pool:** No boats or other foreign objects are permitted in the Staples pool except under the auspices of the school program.
14. **General Clean-Up:** School facilities should be left neat and clean. Trash should be disposed of in proper receptacles. For major events, the DOF will arrange for additional trash receptacles, trash pickup, or extra cleaning, if necessary, at users' expense.
15. **School Custodians:** Custodians must open and close buildings and be present for the duration of an activity. Workers' fees are to be paid by user for all weekend and holiday work and work beyond normal working hours on school days. To assure that all routine custodial work is done, and that adequate cleanup is provided after major use, the head custodian will determine the number of extra custodians required, and duration of their work. On weekends and holidays, custodians will be engaged for a minimum of three hours. Cancellation requires a minimum of four hours' notice or custodial fees will be charged.
16. **Food Services:** Cafeteria personnel required when kitchen is used. Users must make arrangements directly with the Food Services contractor and pay fees directly.
17. **Police, Fire:** Supervisor of Buildings will arrange for necessary police/fire coverage. Users pay these departmental fees directly.
18. **Health District, P&Z:** Users must obtain necessary approvals, and arrange and pay for applicable inspections and/or other personnel as required.
19. **Fees:** Rental and administrative charges, major-use surcharge, and fees for required services such as piano tuning, excess garbage collection, floor covering, etc., must be paid a minimum of one week in advance. Users will be billed for custodial fees. Bills must be paid within 30 days of receipt. Fees are to be reviewed and updated as appropriate by the Assistant Superintendent for Business.
20. **Private Instruction:** Westport school facilities are not to be used to offer private instruction by Westport town or school system employees, employees of other groups offering sports or educational programs, or other entrepreneurs or individuals.

Business/Non-Instructional Operations/Community Relations

Use of School Facilities

Procedures (continued)

21. **Scheduling:**
- a) Dates for rental of a school facility must be cleared with the school Principal or designee. Major uses by outside users may not be scheduled for the same date for both Staples High School (SHS) and Bedford Middle School (BMS), Management of this schedule will be controlled by the SHS/BMS site manager.
 - b) Rentals to outside users for future school years may not be confirmed until the school system's calendar is finalized each June.
 - c) Except for major long-standing outside uses that are scheduled on a yearly basis, if an unanticipated school need arises more than two months prior to a date that has been promised to an outside user the school use will take precedence. An attempt will be made to identify a comparable facility or alternate date for the renter.

22. **Use of School Facilities by DPR: Custodial Fees/Billing Procedures**

The Westport DPR has third priority for use of Westport public school buildings, fields and grounds for athletic programs, after the regular school programs and the Department of Continuing Education. The DPR will oversee the scheduling and supervision of athletic programs operated by other community organizations such as the Police Athletic League, the YMCA and other organizations, as agreed upon by the Assistant Superintendent for Business.

- Custodial overtime necessitated by a DPR or other athletic program will be charged at the contractual rate.
- When custodians are normally present, i.e., Monday to Friday evenings, no additional custodial fees will be charged, but the Board of Education will charge a set-up/take down fee to cover the work the custodians do for the program.
- If cleanup after the program is extensive, necessitating overtime, the DPR or other program will be charged.
- On weekends when Board of Education and DPR programs run simultaneously, if Board of Education programs end earlier, the DPR will pay custodial fees for the remainder of the time the DPR uses the facilities.
- Billing for custodial and other BOE fees associated with DPR use, or use by other athletic organizations scheduled by DPR, shall be sent to the DPR. The DPR shall collect the fees from the organizations and forward them to the Board of Education.
- Procedures for DPR use will be reviewed annually or as appropriate.

EXCEPTIONS TO ANY PROVISION OF THESE REGULATIONS BY ANY USER REQUIRE APPROVAL OF THE SUPERINTENDENT OR DESIGNEE. NON-COMPLIANCE OR NON-PAYMENT OF FEES MAY RESULT IN LOSS OF PRIVILEGES.

DRAFT
October 21, 2011

Note: There may be minor language changes to this document when it is finalized which will not affect the benefits to employees or the costs to the Town.

AGREEMENT

**BETWEEN
THE
TOWN OF WESTPORT, CONNECTICUT
AND
COUNCIL #4, AFSCME, AFL-CIO**

LOCAL 1303-387

**WESTPORT MUNICIPAL EMPLOYEES UNION
JULY 1, 2009 - JUNE 30, 2013**

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AGREEMENT made this _____ day of October, 2011 by and between the TOWN OF WESTPORT CONNECTICUT (hereinafter referred to as "TOWN"), and COUNCIL #4 AFSCME, AFL- CIO, LOCAL 1303-387, WESTPORT MUNICIPAL EMPLOYEES UNION (hereinafter referred to as "Union.")

WHEREAS, the UNION was organized and designed to maintain and promote a harmonious relationship between the TOWN and its employees covered by this Agreement in order that more efficient and progressive public service may be rendered; and

WHEREAS, the UNION has been recognized by the TOWN as the collective bargaining representative of a unit of employees of the TOWN as more specifically hereinafter set forth; and

WHEREAS, the parties, pursuant to the requirements of the Municipal Employees Relations Act, concluded negotiations in good faith on all matters properly subject to collective bargaining;

NOW THEREFORE, the parties agree as follows:

ARTICLE I **RECOGNITION**

The TOWN recognizes the UNION as the exclusive representative, for purposes of collective bargaining with respect to wages, hours and other conditions of employment, of all regular full time, and regular part time employees employed by the TOWN in the classifications provided in the Salary Schedules, excluding however, all employees of the Board of Education, all elected officials, all appointed officials filling positions specifically created by the Town Charter, all employees represented in other bargaining units, professional employees, confidential employees, seasonal employees, supervisory employees, and all others excluded by statute. Regular part time employees are defined to include only those employees employed on an annual basis to work twenty (20) or more hours a week on a continuous and regular work schedule. Part time employees employed to work less than twenty (20) hours per week are specifically excluded from coverage of this Agreement. Permanent employees as used hereinafter shall be defined as regular full time and regular part time employees.

ARTICLE II **ASSOCIATION DUES/SERVICE FEE**

SECTION 1. DUES CHECK-OFF

The TOWN agrees to deduct from the paycheck of each employee who has signed an

authorized payroll deduction card a sum certified by the secretary or other authorized official of the UNION, as UNION dues. Deduction will be made from the payroll periodically as specified on the card and total dues shall be delivered to the treasurer of the UNION. Each deduction shall be made from the first payroll of each month except when the employee is not on the payroll for that period.

The TOWN shall not be responsible for deduction of any member's dues if he/she is not on the payroll during the specific deduction payroll period.

SECTION 2. MAINTENANCE OF MEMBERSHIP

All employees covered by this Agreement, who are members of the UNION in good standing at the time this Agreement is executed and all employees who thereafter become members during the term of this Agreement, including any newly hired employees, shall, as a condition of continued employment, maintain their membership in the UNION for the duration of this Agreement by offering to pay regular monthly dues and other fees levied against all members. Any new employee, at the end of his/her probationary period, shall as a condition of continued employment, become a member of the UNION and pay the regular monthly dues and other fees levied against all members or pay the appropriate service fee. The UNION agrees to save the TOWN harmless for any loss, damage or expense arising from the application of any provision of this Article.

ARTICLE III EMPLOYEE STATUS

SECTION 1. PROBATIONARY PERIODS

- (a) New employees shall have a probationary period of six (6) months after satisfactory completion of which they shall be classified as permanent employees, regular full time or regular part time. During the probationary period an employee may be terminated without cause and without recourse to the grievance and arbitration provisions of this Agreement. New employees shall not be entitled to any benefits during his/her probationary period except for the following: a) holiday pay for those holidays specified in Article VI, Section 1 which may occur during said probationary period, b) earned vacation according to Article VII, Section 1a and c) sick leave earned during the probationary period at the rate of one (1) day per month of employment, Article VIII, Section 1.
- (b) Probationary period for a promotion shall be three (3) months. A promoted employee who fails the three (3) month probationary period shall be returned to his/her former position retaining seniority and employee's original classification and pay grade.

SECTION 2. SENIORITY

Each July 1st the TOWN shall submit to the UNION a list of employees by Department, showing the employee's seniority by time of service within the department/division and

with the TOWN. Any probationary period shall be included in determining seniority. The list shall include the employee's classification and pay grade.

SECTION 3. LAYOFFS

- (a) In the event of a reduction in the workforce or the abolishment of a position, the employee with the least seniority within the classification shall be laid off first. The TOWN agrees to place the affected employee or employees in a vacant position provided the employee is qualified for the position. In the event that the vacancy would result in a demotion (reduction in classification and/or Pay Grade), the employee shall have the option to accept the layoff or the demotion. In the case of an employee who accepts a demotion in lieu of layoff, it is understood that such employees shall have his/her seniority rights and recall rights as if he/she had accepted a layoff.
- (b) A laid off employee shall have the recall rights for a period of one (1) year from the date of layoff. Such recall rights shall be based on seniority i.e., last laid off, first reinstated. Recall rights shall apply to the department from which the employee was laid off.
- (c) If a vacancy exists in a department for which no employee is on recall then all laid off employees may apply except that if an employee is on layoff from a position in one department and the same classification in a different department is vacant that employee shall have preference based on seniority. Such recall shall be subject to a three (3) month probationary period.

SECTION 4. DISCIPLINARY ACTION

Disciplinary action shall be administered for just cause and depending on the nature of the infraction may include a verbal or written warning, suspension without pay or discharge. All disciplinary action shall be subject to the grievance procedure.

- a) No permanent employee shall be discharged except for just cause.
- b) In the event of a suspension without pay or a discharge, the employee shall be given the reason therefore, in writing, within seven (7) calendar days, and a copy shall be mailed or given to the UNION.
- c) Any material which may be considered disciplinary in nature or might reasonably be expected to lead to disciplinary action must be reviewed by an employee before it is placed in his/her Personnel File. The employee may submit a written notation regarding any such material and the same shall be attached to the file copy of the material in question.

SECTION 5. NOTICE OF VACANCY AND NEW CLASSIFICATION

Notice of vacancies and/or new positions covered by this Agreement shall be posted on TOWN bulletin boards and sent to the president of the UNION three (3) working days prior to any other public announcements. Such notices shall include job classification, rate range and job requirements, and qualifications for that classification as determined by the TOWN.

SECTION 6. TRANSFER, PROMOTION AND NEW POSITIONS

Present employees who apply for a vacancy or a new position within the bargaining unit shall be considered prior to all other candidates. In filling a vacancy or a new position, qualifications, and departmental and town wide seniority respectively, shall be given consideration. If an involuntary permanent transfer shall become necessary, the employee with the least classification seniority in the department from which the transfer is being made shall be transferred first. Employees desiring a permanent transfer within the same job classification shall so inform the Personnel Director in writing.

ARTICLE IV **HOURS OF WORK**

SECTION 1.

Regular part time employees covered by this Agreement shall have their hours of work scheduled by their respective department heads as approved by the First Selectman or his/her designee.

SECTION 2.

The normal workweek for all regular full time employees, except as set forth in Schedule B, shall be a five (5) day, thirty-five (35) hour work week from Monday through Friday. Daily hours for such thirty-five (35) hour employees shall be from 8:30 a.m. to 4:30 p.m. including a one (1) hour lunch period. All other regular full time employees shall work the hours set forth in Schedule "B" to include a one-half (1/2) hour lunch period.

SECTION 3.

Unless otherwise provided in Schedule B, work performed by regular full time employees beyond eight (8) hours in any one (1) day or forty (40) hours in any week shall be compensated at one and one-half (1 ½) times the regular hourly rate or pay. All overtime work must be approved in advance by the department head or his/her designee.

SECTION 4.

Work performed on Sunday will be compensated at two (2) times the regular hourly rate of the employee except for those employees whose regular schedule includes Sunday.

SECTION 5.

Overtime and call lists shall be established, maintained and posted in order that such overtime and call back work be offered to and distributed as equally as possible on a rotating basis within a department or a division by classification. In the event that overtime work is required and all employees on the overtime roster have refused such overtime, the employee first offered the overtime shall be required to perform such work.

ARTICLE V **WAGES AND BENEFITS**

SECTION 1. WAGES

Annual wages effective for the Fiscal Years 2009/10, 2010/11, 2011/12, and 2012/13; for the classifications covered by this Agreement are set forth in the Wage Schedules, attached as Schedule D. There shall be no step advancement for 2011-12; however, there shall be step advancement for those not already at the top step for 2012-13. Employees who are paid above the applicable rate for their classification in the attached Wage Schedules shall receive one-half of the general wage increase in a given year (i.e. one-half of 2.50% for each of 2011-12 and 2012-13) until such time as the wage rate set forth in Schedule D for their classification equals or exceeds the employee's individual wage rate.

SECTION 2. PRODUCTIVITY AND SERVICE AWARD

An employee shall be eligible for an award bonus if he/she has met the criteria for the program as described in Schedule C.

SECTION 3. MEDICAL, DENTAL, AND PRESCRIPTION DRUGS

Each regular full time employee who applies shall, during the period of employment by the TOWN, be covered at TOWN cost by:

- (a) Anthem Blue Cross/Century Preferred Plan for the employee and dependents with:
 - (1) \$15 Co-pay per office visit for medical care
 - (2) \$00 Co-pay per Office Visit for Preventative Care According to Schedule
 - (3) \$200 Co-pay per hospital admission.
 - (4) Out Patient Surgery:
 - July 1, 2009 – June 30, 2011, \$50 Co-pay
 - Effective July 1, 2011 – \$100 Co-pay
 - (5) Emergency Room:
 - July 1, 2009 – June 30, 2011, \$50 Co-pay per admission
 - Effective July 1, 2011 – \$100 Co-pay per admission
 - (6) \$50 Urgent Care
 - (7) \$200/\$400/\$500 deductibles.
 - (8) 80/20 coinsurance to \$3500/\$7000/\$8750; 100% thereafter

As an alternative to the above plan, the TOWN shall offer a Health Reimbursement Account (HRA) with a \$1,500 individual deductible and a \$3,000 for two person or family deductible, which deductibles shall be funded 75% by the TOWN.

- (b) Prescription Drug Plan for participants and their dependents with the following copayments:

Effective 7/01/11 the prescription plan shall be:

Pharmacy	Mail Order
(one month supply)	(two month supply)

Generic Drugs	\$5.00	\$5.00
Formulary	\$15.00	\$15.00
Non-Formulary	\$30.00	\$30.00
Specialty	\$30.00	\$30.00

Prescription Drug Plan - Specialty Pharmacy Medications

Oral and injectable Specialty Medications, as determined by Express Scripts or a successor carrier, will be covered under the prescription drug plan with a valid prescription and prior authorization. Specialty Medications must meet the carrier's criteria of medical necessity and be the most effective and approved treatment for the prescribed medical condition, as determined by the U.S. Food & Drug Administration (FDA). Specialty Medications are subject to quantity limits based on FDA dosing guidelines.

The co-pays for Specialty Medications are third tier (non-formulary).

The initial prescription for a Specialty Medication, after receiving prior authorization, may be filled at a retail pharmacy. Refills must be obtained from the carrier's Specialty Pharmacy.

Medications dispensed at a physician's office or hospital are not covered by the Prescription Drug Plan. Coverage for these medications is determined by the medical plan.

- (c) The Town will make every effort in connection with the plan to insure the confidentiality of information pertaining to drugs prescribed/used by employees and their dependents.
- (d) The Blue Cross Flexible Dental Plan will be available for Single, Single Plus One, and Family by paying the applicable percentage contribution of the Fully Allocated rate for the coverage selected. The maximum annual payments from the Blue Cross Flexible Dental Plan for each participant shall be \$1,500.
- (e) Each employee shall be entitled to receive \$100 annually towards the cost of eyeglasses.
- (f) Reference to a specific health insurance provider shall be intended solely as a point of reference for benefits, and shall not obligate the TOWN to provide benefits through any particular provider. The TOWN shall have the right to change carriers for, or to self fund, health insurance coverage provided it first notifies the UNION and the new plan is comparable on an overall basis. In the event of a dispute as to comparability of the plan, the matter shall be submitted to arbitration.

SECTION 4. ALTERNATIVE MEDICAL COVERAGE

In lieu of the medical insurance in SECTION 3. a) and SECTION 3. b) above, an employee covered under the HMO designated by the Town may elect to continue such coverage for himself and dependents, or may elect to participate in the Anthem Blue Cross/Blue Shield Century Preferred Plan.

SECTION 5. NEW HIRES AND REGULAR PART-TIME EMPLOYEES

- (a) New hires shall not be eligible for the benefits under SECTION 3 MEDICAL, DENTAL AND PRESCRIPTION DRUGS and SECTION 7 LIFE INSURANCE until the first of the month following the completion of their respective probationary periods.
- (b) Effective October 1, 1997 all new hires upon becoming eligible for health insurance shall be enrolled in the Anthem Blue Cross/Blue Shield Century Preferred Plan.
- (c) Regular part time employees, who apply, shall be eligible for the same plans (Anthem Blue Cross/Blue Shield Century Preferred Plan and Flexible Dental) with the cost of the individual coverage being assumed by the TOWN, but such part time employees shall not be eligible for dependent coverage except at their own expense.

SECTION 6. EMPLOYEE CONTRIBUTIONS

If an employee elects coverage through the preferred provider organization, then effective upon the Parties' ratification of this Agreement each employee shall contribute ten (10%) percent of the Fully Allocated Rate of the plan. All such contributions for health insurance will be exempt from Federal Tax.

Effective January 1, 2013, each employee shall contribute thirteen (13%) percent of the cost of said insurance.

If an employee elects coverage through an HRA, effective upon the Parties' ratification of this Agreement, each employee shall contribute nine (9%) percent of the Fully Allocated Rate of the plan. Effective January 1, 2013, each employee shall contribute eleven (11%) percent of the cost of said insurance.

SECTION 7. LIFE INSURANCE

The TOWN shall provide and pay for a group life insurance policy for each regular full time and part time employee in an amount equal to one times that employee's base salary, rounded to the nearest one thousand dollars, to a maximum of \$50,000.

SECTION 8.

Upon retirement from the employment of the TOWN, each retiree shall be permitted to continue coverage as available for retired employees under said group medical insurance except that the retiree shall assume the full costs of such coverage except as otherwise provided in the Municipal Employees Retirement Plan; and provided further, that such coverage shall continue only during such period of time as the retiree is not employed elsewhere wherein similar benefits are available.

SECTION 9.

The TOWN shall provide Medicare Coverage for employees over the age of sixty-five (65).

ARTICLE VI
PAID HOLIDAYS

SECTION 1.

Regular full time and regular part time employees shall be paid for and have the following days off as holidays:

Independence Day	Christmas Day
Labor Day	Day before New Year
Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day
Day before Christmas	

SECTION 2.

A regular part time employee shall be paid holiday pay on the basis of his/her average daily hours worked during the previous fiscal year.

SECTION 3.

If any of the listed holidays falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Friday before shall be considered the holiday. If any of the listed holidays falls on a scheduled vacation day, the employee shall be given an extra day off.

SECTION 4.

Work performed on a holiday shall be compensated at one and one-half (1 1/2) times the regular hourly rate of the employee in addition to holiday pay; or in lieu of such holiday pay the employee may elect to take compensatory time in accordance with FLSA regulations. In no event shall holiday pay exceed two and one-half times the regular rate of pay. Compensatory time off for holiday work will be selected by the employee with the approval of the department head or his/her designee.

SECTION 5.

Employees regularly scheduled to work on Easter Sunday shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for the hours worked that day and shall be given compensatory time off as provided in Section 4 above at straight time for all hours worked.

SECTION 6.

In view of the fact that the regularly scheduled work week may from time to time include Holidays, Civilian Dispatchers shall be paid for twelve (12) full holidays and two (2) half-day holidays per fiscal year, in lieu of additional compensation for working such holidays. Holiday pay shall be distributed on the payroll day immediately preceding the

following dates:

- | | |
|---|--------------------|
| - December 1 st (each fiscal year) | Six (6) Holidays |
| - June 1 st (each fiscal year) | Seven (7) Holidays |

ARTICLE VII **VACATIONS**

SECTION 1.

- a) A permanent employee who has completed one (1) or more years of service as of each July 1st shall receive two (2) weeks vacation with pay. An employee with less than one (1) year of service on July 1st shall receive vacation on a pro-rata basis. An employee who has completed two (2) years of service as of July 1st shall receive three (3) weeks' vacation with pay.
- b) Each employee who has completed eleven or more years of service on June 30th of any fiscal year shall receive the following working days of vacation leave with pay in the next ensuing fiscal year:

Completion of eleven (11) years	Sixteen (16) Working Days
Completion of twelve (12) years	Seventeen (17) Working Days
Completion of thirteen (13) years	Eighteen (18) Working Days
Completion of fourteen (14) years	Nineteen (19) Working Days
Completion of fifteen (15) years	Twenty (20) Working Days
Completion of Twenty-one (21) years	Twenty-one (21) Working Days
Completion of Twenty-two (22) years	Twenty-two (22) Working Days
Completion of Twenty-three (23) years	Twenty-three (23) Working Days
Completion of Twenty-four (24) years	Twenty-four (24) Working Days
Completion of Twenty-five (25) years	Twenty-five (25) Working Days

SECTION 2. WHEN VACATIONS ARE TAKEN

Vacations shall be taken in the fiscal year following the year in which it was earned except that special permission may be granted any employee by the First Selectman to carry over unused vacation from one year only to the next following year. New hire probationary employees may not take earned vacation during their probationary period.

SECTION 3. AT TERMINATION

Any employee who is entitled to earned vacation at the time his/her service is terminated shall receive one (1) days vacation pay for each day of earned vacation.

SECTION 4.

Any employee shall be entitled to earned vacation pay whether or not he/she resigns from his/her position or is discharged for any reason.

SECTION 5.

Regular part time employees who are covered by this Agreement shall receive vacation benefits on a pro-rata basis and shall be paid vacation pay on the basis of his/her average weekly hours (or average daily hours where applicable) worked during the previous fiscal year.

SECTION 6. ACCUMULATED VACATION AND PAY AT DEATH

In the event of the death of an employee, if the deceased employee has unused or earned vacation time due him/her, his/her spouse shall receive the accumulated time in monetary value. If such employee is not survived by a spouse, such vacation pay shall be paid to his/her estate.

**ARTICLE VIII
LEAVE PROVISIONS**

SECTION 1. SICK LEAVE

Each permanent employee shall be entitled to accumulated sick leave with pay at the rate of one (1) day per month from the date of employment provided, however, the TOWN may require satisfactory proof of illness when sick leave is taken. Up to three (3) days of sick leave may be taken for family illness. Upon the expiration of accumulated sick leave at full pay, employees will be entitled to sick leave at the rate of one half (1/2) pay as follows:

YEARS OF SERVICE	WORKING DAYS AT HALF PAY
0-3 years	30
3 or more	60

This provision for half- pay if an employee has exhausted his/her sick leave at full pay is to ensure that the employee is not left without any compensation while still recuperating from an extended illness. Therefore, the use of sick leave at half-pay shall be limited to the following:

- a) when an employee has been absent due to an extended illness (more than five days).
- b) when an employee has exhausted sick leave at full pay due to an extended illness (more than five days) during the prior twelve months.
- c) when an employee provides medical documentation showing the necessity for periodic absences due to a chronic illness.

Each regular part time employee shall be entitled to sick leave on the same basis except that the compensation therefore shall be based on the average daily hours worked during the previous fiscal year.

SECTION 2. EXTENSION OF SICK LEAVE

The First Selectman for reasonable cause may extend any of the above for not more than three (3) successive twelve (12) day periods if the employee is unable to return to work because of sickness upon expiration of sick leave.

If an employee uses all of his/her sick leave and any extensions and he/she is not eligible to be placed on pension, the First Selectman may grant the employee sick leave without pay for a maximum time of one (1) year. He/she will be reinstated, if he/she is able to return to work before his/her leave terminated, upon physician's certification to perform his/her duties without loss of rank, seniority rights or any privileges.

SECTION 3. INJURY LEAVE UP TO MAXIMUM RECOVERY

Each employee, who is injured or disabled in the performance of his/her duties, shall be entitled for the first ten (10) work days of absence due to injury leave to receive two thirds (2/3) of gross pay and to full pay thereafter (not to be charged to earned sick leave) less Worker's Compensation from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed two (2) years cumulative for an injury. Nothing herein shall affect rights or benefits under existing Workers' Compensation law. If such employee is unable to return to duty, he/she shall be eligible for a disability pension, under the Pension Plan, if qualified.

SECTION 4. FUNERAL LEAVE

- a) Three- (3) working days special leave with pay shall be granted for a death in the immediate family starting with the day of death. Immediate family shall mean wife, husband, sister, brother, father, mother, grandparents, children, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law.
- b) One (1) day's special leave with pay shall be granted in the event of the death of a relative not included in the definition of immediate family.
- c) Extensions may be given for just cause by the First Selectman or designee.

SECTION 5. DEATH BENEFITS

In addition to any other payments or benefits to which he/she may be entitled, the spouse of any employee who dies during the term of this Contract shall receive the next four (4) weeks pay otherwise due the employee. If such employee is not survived by a spouse, such terminal pay shall be paid to his/her estate.

SECTION 6. PALL BEARER LEAVE

Leave with pay for an employee to act as pallbearer shall be granted upon approval of the First Selectman or designee.

SECTION 7. LEAVE WITHOUT PAY

The First Selectman may grant a leave of absence without pay not to exceed one (1) year to an employee who requests such leave in writing for valid personal reasons. Leave shall not be unreasonably withheld and terms of the leave shall be specified in the letter granting the leave. Leave for other employment shall not be grounds for leave of absence. During a leave of absence, there shall be no accrual of sick leave, vacation or other leave, nor accrual of time for pension purposes. All health benefits and life insurance may be continued at the expense of the employee.

SECTION 8. PERSONAL LEAVE

An employee, except new hires during their perspective probationary periods, with the prior approval of the head of the department (except in an emergency) shall be entitled to three (3) personal leave days in each fiscal year for personal business or for an illness in the immediate family requiring the presence of such employee.

SECTION 9. MILITARY LEAVE

Any employee required to serve on military duty for training because of membership in the National Guard or in the Reserve of the U.S. Armed Forces shall be granted time off to meet the required military obligation, but not to exceed thirty (30) days in any one calendar year. In the event the military base pay for any such duty for training is less than the normal wages from the Town for the same period, said employee shall be paid the difference by the Town

SECTION 10. MATERNITY LEAVE

Maternity leave shall be granted in accordance with state statutes.

ARTICLE IX **GRIEVANCE PROCEDURES**

The purpose of this procedure is to provide an orderly method of adjusting grievances within the time limits specified. Any employee having a grievance concerning the interpretation or application of any provision of this Agreement may seek adjustment under this grievance procedure by filing a summary, of his/her particular grievance in writing with his/her immediate superior within fifteen (15) calendar days after the occurrence of the grievance or from the date the employee knew or should have known of the incident giving rise to the grievance. The UNION shall have the right to institute or withdraw from any grievance, or to participate at any step of the grievance procedure.

STEP I. EMPLOYEE TO DEPARTMENT HEAD

The employee and the UNION steward or both shall present to the Department Head all facts available pertaining to the problem. Within seven (7) calendar days the Department Head shall adjust the problem or notify the employee and his/her representative of his/her decision.

STEP 2. TO THE PERSONNEL DIRECTOR

If the employee and the UNION feel there should be further review, the facts pertaining to the problem shall be presented to the Personnel Director in writing by the steward within seven (7) calendar days after a decision is rendered under Step I. The Personnel Director shall review the problem and discuss it with the employee and his/her representative within seven (7) calendar days render his/her decision in writing.

STEP 3. TO THE FIRST SELECTMAN

If the employee and the Union believe it is necessary, the UNION shall within seven (7) calendar days after a decision is rendered under Step 2, request a meeting with the First Selectman. The First Selectman shall, within seven (7) calendar days thereafter call a meeting of all the parties concerned and the UNION'S Grievance Committee and discuss the problem fully. The First Selectman may render a decision in writing, either at the end of the meeting or within seven (7) calendar days after the meeting to the Representative of the UNION.

STEP 4. ARBITRATION

In the event the employee and the UNION feel that further review is justified, he/she shall within seven (7) calendar days after the First Selectman renders his/her decision file notice of appeal to submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be final and binding on both parties. Each party shall be liable for their own share of expenses and any general expenses of the arbitration not applicable to either party shall be mutually shared by both parties. The Arbitration Board shall not have authority to amend, modify, alter or otherwise change the language of this Agreement. Time limits specified herein may be extended by mutual agreement in writing between the President of the UNION and the First Selectman.

The time limits specified herein may be extended by mutual agreement in writing between the President of the UNION and the First Selectman or his/her designee.

ARTICLE X NO STRIKE — NO LOCKOUT

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the TOWN'S operation by employees or employee, nor shall there be any lockout by the TOWN in any part of the TOWN'S operation

ARTICLE XI MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, the TOWN reserves all rights of management, whether by statute or otherwise, to direct and control the operation of the TOWN facilities and the TOWN employees, including, but not limited to, the right to: determine the standards of services to be offered by TOWN employees; to determine the standards of selection for Town employment; to direct its employees and

to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which the TOWN's operations are to be conducted; to exercise complete control and discretion over its organization and technology of performing its work; subject to bargaining, as may be required under the Municipal Employees Labor Relations Act, to issue rules, policies and regulations, including those effecting working conditions; from time to time to change those rules, policies and regulations and enforce them; to determine work schedules; and to determine the content of job descriptions; and to fulfill all of its legal responsibilities.

ARTICLE XII **ASSOCIATION SECURITY**

SECTION I.

The President, Vice-President, Secretary and Treasurer of the UNION shall have super-security during their tenure in office in the event of a layoff in their classification. Irrespective of seniority, they shall be the last to be laid off.

SECTION 2.

With the prior approval of the First Selectman, officers of the UNION who are TOWN employees may be granted time off without loss of pay to attend to UNION business up to a maximum of nine (9) days total for all such officers in each year of this Agreement.

SECTION 3.

Up to 3 members of the negotiating Committee shall be excused from duty with full pay to attend negotiations when such negotiations occur during the workday. Caucusing and preparation shall not occur during the workday.

ARTICLE XIII **PENSION PLAN**

- a) The parties agree that the document entitled Retirement Plan for Municipal Employees of the Town of Westport, Connecticut (As Amended and Restated Effective July 1, 2003) shall be incorporated herein, as part of this collective bargaining agreement; provided, however, that such "Retirement Plan for Municipal Employees of the Town of Westport" as amended, shall not be subject to change, modification, reopening or amendment of any kind except by mutual agreement of the parties until June 30, 2014.
- b) The employee contributions to the said Pension Plan shall be 4% for employees covered by this Agreement.
- c) An employee who has accrued unused sick time at his/her retirement date, shall have such unused sick time, to a maximum of sixty (60) days, included in said employees "credited service" under the aforesaid "Retirement Plan for the Town

of Westport." Sixty (60) days of accumulated sick time will entitle the employee to three (3) calendar months of credited service for benefit computation. If the employee has less than sixty (60) days in unused sick time prior to his/her Retirement Date, no sick time may be included as accredited services for the purpose of Retirement

- d) Employee pension contributions will be tax exempt under Section 414(h) of the Code.

ARTICLE XIV 401(k) PLAN

Employees covered by this Agreement are eligible to participate in the Town's 401(k) program

ARTICLE XV MISCELLANEOUS

SECTION 1. JURY DUTY

Leave for jury duty shall be granted without loss of pay except that any remuneration received by the employee for such jury duty shall be deducted from his/her pay so that in no event, can the total amount exceed a regular day's pay. The employer reserves the right to have the employee excused from jury duty.

SECTION 2. WORK CLOTHING ALLOWANCE

Individuals assigned to the Survey Crew or Construction Inspection or employed as Engineer I and II, Engineer Aide I and II, Assistant Building Official, Animal Control Officer, Assistant Animal Control Officer, Zoning Inspector, Zoning Enforcement Officer, Conservation Analyst or Conservation Compliance Officer shall receive a work clothing allowance of Four Hundred Dollars (\$400) per year to be expended for appropriate clothing related to their employment and subject to the rules and regulations as may be promulgated by the First Selectman. One-half (1/2) of such allowance shall be paid in July each year and one-half (1/2) in January.

A new employee in any of the aforesaid classifications who is hired after January, in any year, shall receive one-half (1/2) of the allowance in that fiscal year. Civilian Dispatchers shall be provided with uniforms by their Department.

SECTION 3.

Helmets shall be furnished employees on the job wherever overhead hazards exist. Foul weather gear shall be furnished by the TOWN when the job so requires.

SECTION 4. CALL BACK

Unless otherwise provided in Schedule B, an off-duty employee called for emergency

work shall be given a minimum of three (3) hours work at one and one-half times his/her regular hourly rate of pay.

SECTION 5. MILEAGE ALLOWANCE

Any employee required to use his/her automobile for TOWN business shall be reimbursed at the same rate as other TOWN employees as determined by the First Selectman.

SECTION 6. EDUCATIONAL REIMBURSEMENT

In the event the First Selectman requires an employee to attend or participate in any course of study or out of town program for purposes of improving job skills, then the TOWN agrees to reimburse such employee for all reasonable costs attendant thereto.

SECTION 7. INFORMATION TO MEMBERS

The TOWN agrees to provide each bargaining unit employee with a copy of this Agreement, a copy of the Retirement Plan, an Annual Statement as of June 30th, setting forth unused accumulated sick leave to that date, and an Annual Statement of the employee's contribution to the Retirement Plan as of June 30th.

SECTION 8. NOTIFICATION TO UNION

The TOWN agrees to notify the Union of the date of hiring, termination, permanent transfer and/or promotion of employees covered by the Contract within thirty (30) days of such occurrence with notification as to classification and rate step and the employee's current salary and pay grade. Any probationary period shall be included in determining length of service.

SECTION 9. SAFETY

Should an employee complain that his/her work requires him/her to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by the representative of the TOWN. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedures of this Agreement.

**ARTICLE XVI
SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby.

**ARTICLE XVII
SUBCONTRACTING**

Before the Town enters into any new agreement to subcontract any work that is presently being performed by members of the bargaining unit, it shall discuss with the

representatives of the bargaining unit why the Town is contemplating the subcontracting of the bargaining unit's work.

ARTICLE XVIII
DURATION

Except as otherwise provided herein, the effective date of this Agreement shall be the day following approval of this Agreement by the Representative Town Meeting, provided that wages shall be retroactive to July 1, 2010 and July 1, 2011, and retroactivity shall include those employees who retired prior to the effective date of this Agreement. Thereafter, this Agreement shall remain in full force and effect without reopening of any kind through June 30, 2013. It shall continue from year to year thereafter, unless either party gives notice to the other of its intention to change, modify or terminate this Agreement, which notice to the other party must be given in writing prior to November 1st preceding its termination.

FOR THE TOWN OF WESTPORT:

FOR THE UNION:

Gordon Joseloff
First Selectman

President Local 1303-387 WMEU
Council #4, AFSCME, AFL-CIO

Date

Date

SCHEDULE A

INCREMENT FORMULA

An employee hired prior to January 1st in any fiscal year shall be entitled to a full step in the applicable salary schedule on the following July 1st; an employee hired, between January 1st and March 31st in any fiscal year shall be entitled to a one-half (1/2) step in the applicable salary schedule on the following July 1st and shall be entitled to one and one half (1 1/2) steps the following July 1st; and an employee hired between April 1st and June 30th shall not be entitled to a step increase on the next following July 1st. In no event, shall a step increase be granted until completion of a probationary period nor shall any step increase for any employee exceed the top step of the applicable salary schedule.

SCHEDULE B

The following regular employees shall work the schedule listed below and this shall be considered their normal work schedule:

POSITION:

PARKING LOT ATTENDANT: Forty hours per week, 8:00 a.m. to 4:30 p.m.
Monday through Friday.

ADMIN. SEC. TO CHIEF OF POLICE Thirty five hours per week, 9:00 a.m. to 5:00 p.m.
DATA PROCESSING CLERK
(Tax Collector Office)

ANIMAL CONTROL OFFICER
ASSISTANT ANIMAL CONTROL OFFICER

The Animal Control Officer shall work thirty-five (35) hours per week and the Assistant Animal Control Officer shall work between twenty-five (25) and thirty (30) hours per week as scheduled by the Police Chief. Call back hours for the Animal Control Officer and Assistant Animal Control Officer shall be paid at straight time with a minimum of three (3) hours pay. Hours in excess of 40 hours per week will be paid at one and one half (1-1/2) times the regular rate. Overtime provisions for Sunday work shall not apply.

CIVILIAN DISPATCHER

Employees in this classification shall work on a rotating shift basis for an annual average total of thirty-seven and one-half (37 1/2) hours per week. An employee who works in excess of his/her total hours normally scheduled, during his/her scheduled work period, shall be compensated for such additional hours at the rate of one and one-half (1 1/2) times the regular hourly rate of pay. Two eight hours shifts per week shall be assigned to a part-time Civilian Dispatcher (not a bargaining unit member.)

SCHEDULE C

PRODUCTIVITY AND SERVICE AWARD

Effective July 1 of each fiscal year, employees shall be eligible for an award bonus if he/she has achieved the years of service, sick leave accrual and maximum sick leave usage as shown below:

REQUIRED		Sick Leave Used (July 1 – June 30)	Award**
Years of Service	Accrued Sick Leave		
5 to 9 years	30 days	4 or fewer days	\$100*
	“	5 or fewer days	\$ 90
	“	6 or fewer days	\$ 75
	-0-	0	\$50
10 to 14 years	60 days	4 or fewer days	\$200*
	“	5 or fewer days	\$175
	“	6 or fewer days	\$150
	-0-	0	\$100
15 to 19 years	90 days	4 or fewer days	\$300*
	“	5 or fewer days	\$270
	“	6 or fewer days	\$225
	-0-	0	\$150
20 or more years	120 days	4 or fewer days	\$400*
	“	5 or fewer days	\$350
	“	6 or fewer days	\$300
	-0-	0	\$200

*An additional \$50 bonus shall be awarded to an employee with the required sick leave accrual who has used no sick leave in the Fiscal Year.

**Awards will be disbursed in a lump sum in the first pay period of December in the fiscal year following the year in which it was earned. Such awards shall not be included in calculations for pension purposes. Service shall be calculated as of the July 1st in the Fiscal year in which sick leave usage is calculated (i.e.7/1/2001 for eligibility in Fiscal Year 2001/02).

WMEA SALARIES PG CLASSIFICATION	July 1, 2009 - June 30, 2010							0.00%
	Step1	Step2	Step3	Step4	Step5	Step6	Step7	
I General Clerk	\$28,577	\$30,005	\$31,507	\$33,079	\$34,736	\$36,472	\$38,301	
II Clerk Typist	\$31,507	\$33,082	\$34,736	\$36,472	\$38,301	\$40,212	\$42,226	
Asst. Animal Ctrl Off Comm. Clerk/Operator Parking Lot Attn.								
III Assessors Clerk	\$33,081	\$34,736	\$36,472	\$38,301	\$40,212	\$42,223	\$44,335	
Police Records Clerk Asst. Reg. Of Voters Data Entry/Word Proc.								
IV Account Clerk	\$34,739	\$36,474	\$38,301	\$40,212	\$42,223	\$44,335	\$46,553	
Assessor Tech. Tax Clerk Tax DP Clerk Sr. Asst. Reg. Of Voters Animal Control Officer Account Clerk Finance								
V ZBA Clerk	\$36,474	\$38,301	\$40,212	\$42,223	\$44,335	\$46,553	\$48,880	
Assistant Registrar of Vital Statistics Engineering Aide II Secretary Bldg. Dept. Clerk								
VI Admin. Secretary	\$38,641	\$40,573	\$42,605	\$44,733	\$46,968	\$49,317	\$51,782	
Civilian Dispatcher								
VII Accounts Payable Clerk	\$42,057	\$44,160	\$46,368	\$48,687	\$51,120	\$53,678	\$56,361	
Accounting Aide Asst. Town Clerk Conservation Compliance Officer Engineering Aide I Zoning Inspector Planning Assistant								
VIIA Asst. Assessor	\$44,939	\$47,184	\$49,544	\$52,021	\$54,623	\$57,356	\$60,220	
Asst. Tax Collector								
VIII Engineer II	\$48,016	\$50,415	\$52,936	\$55,584	\$58,363	\$61,282	\$64,345	
Zoning Enforce. Off. Engineer Inspector GIS Mapping Technician Accounting Specialist								

Accounts Payable Accountant
Conservation Analyst

IX	Engineer I	\$56,231	\$59,044	\$61,996	\$65,096	\$68,355	\$71,768	\$75,362
	Asst. Bldg. Official							

Note: Employees not already at Step 7 were advanced a step effective July 1, 2009.

SCHEDULE D – SALARY SCHEDULES

WMEU SALARIES

July 1, 2010 - June 30, 2011

<u>PG</u>	<u>CLASSIFICATION</u>	<u>Step1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>	<u>Step6</u>	<u>Step7</u>
I		\$27,600	\$28,980	\$30,429	\$31,950	\$33,548	\$35,225	\$39,487
II	Parking Attendant	\$30,222	\$31,733	\$33,320	\$34,986	\$36,735	\$38,572	\$40,500
III	Assistant Animal Control Officer	\$33,093	\$34,748	\$36,485	\$38,309	\$40,225	\$42,236	\$44,348
	Clerical Assistant							
	Assistant Registrar of Voters							
IV	Administrative Assistant I	\$36,237	\$38,049	\$39,951	\$41,949	\$44,046	\$46,249	\$48,561
	Service Assistant I							
V	Administrative Assistant II	\$39,679	\$41,663	\$43,747	\$45,934	\$48,231	\$50,642	\$53,174
	Animal Control Officer							
	Assessor Technician							
	Building Assistant							
	Civilian Dispatcher							
	Engineering Assistant							
	Assistant Registrar of Vital Statistics							
	Land Use Coordinator							
VI	Accounting Assistant I	\$43,449	\$45,621	\$47,903	\$50,298	\$52,813	\$55,453	\$58,226
	Assistant Town Clerk							
VII	Accounting Assistant II	\$47,577	\$49,935	\$52,453	\$55,076	\$57,830	\$60,721	\$63,757
	Conservation Compliance Officer							
	Zoning Official							
	Zoning Enforcement Officer							

VIII	Conservation Analyst Engineer II/GIS Engineer II Planner	\$52,096	\$54,701	\$57,436	\$60,308	\$63,324	\$66,490	\$69,814
IX	Assistant Building Official Engineer I	\$57,046	\$59,898	\$62,893	\$66,037	\$69,339	\$72,806	\$76,447

Note: Step placement in accordance with the recommendations included in the job study conducted by the Town.

WMEU SALARIES

July 1, 2011 - June 30, 2012

2.50%

PG	CLASSIFICATION	Step1	Step2	Step3	Step4	Step5	Step6	Step7
I		\$28,290	\$29,705	\$31,190	\$32,749	\$34,387	\$36,106	\$40,474
II	Parking Attendant	\$30,978	\$32,526	\$34,153	\$35,861	\$37,653	\$39,536	\$41,513
III	Assistant Animal Control Officer Clerical Assistant Assistant Registrar of Voters	\$33,920	\$35,617	\$37,397	\$39,267	\$41,231	\$43,292	\$45,457
IV	Administrative Assistant I Service Assistant I	\$37,143	\$39,000	\$40,950	\$42,998	\$45,147	\$47,405	\$49,775
V	Administrative Assistant II Animal Control Officer Assessor Technician Building Assistant Civilian Dispatcher Engineering Assistant Assistant Registrar of Vital Statistics Land Use Coordinator	\$40,671	\$42,705	\$44,841	\$47,082	\$49,437	\$51,908	\$54,503
VI	Accounting Assistant I Assistant Town Clerk	\$44,535	\$46,762	\$49,101	\$51,555	\$54,133	\$56,839	\$59,682
VII	Accounting Assistant II Conservation Compliance Officer Zoning Official Zoning Enforcement Officer	\$48,766	\$51,183	\$53,764	\$56,453	\$59,276	\$62,239	\$65,351
VIII	Conservation Analyst Engineer II/GIS	\$53,398	\$56,069	\$58,872	\$61,816	\$64,907	\$68,152	\$71,559

Engineer II
Planner

IX	Assistant Building Official Engineer I	\$58,472	\$61,395	\$64,465	\$67,688	\$71,072	\$74,626	\$78,358
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WMEU SALARIES

July 1, 2012 - June 30, 2013

2.50%

PG	CLASSIFICATION	Step1	Step2	Step3	Step4	Step5	Step6	Step7
I		\$28,997	\$30,447	\$31,969	\$33,567	\$35,246	\$37,008	\$41,486
II	Parking Attendant	\$31,752	\$33,339	\$35,007	\$36,757	\$38,595	\$40,525	\$42,550
III	Assistant Animal Control Officer Clerical Assistant Assistant Registrar of Voters	\$34,768	\$36,507	\$38,332	\$40,248	\$42,261	\$44,374	\$46,593
IV	Administrative Assistant I Service Assistant I	\$38,071	\$39,975	\$41,974	\$44,073	\$46,276	\$48,590	\$51,019
V	Administrative Assistant II Animal Control Officer Assessor Technician Building Assistant Civilian Dispatcher Engineering Assistant Assistant Registrar of Vital Statistics Land Use Coordinator	\$41,688	\$43,772	\$45,962	\$48,259	\$50,673	\$53,206	\$55,866
VI	Accounting Assistant I Assistant Town Clerk	\$45,649	\$47,931	\$50,328	\$52,844	\$55,487	\$58,260	\$61,174
VII	Accounting Assistant II Conservation Compliance Officer Zoning Official Zoning Enforcement Officer	\$49,986	\$52,463	\$55,108	\$57,864	\$60,758	\$63,795	\$66,985
VIII	Conservation Analyst Engineer II/GIS Engineer II Planner	\$54,733	\$57,470	\$60,344	\$63,361	\$66,530	\$69,856	\$73,348
IX	Assistant Building Official	\$59,934	\$62,930	\$66,077	\$69,380	\$72,849	\$76,492	\$80,317

Engineer I

memorandum

Date: 11/1/2011
To: Members of the Westport Representative Town Meeting
From: Colin Kelly, President
RE: Westport Municipal Employee Union AFSCME , Council 4, AFL-CIO LOCAL 1303-387
Collective Bargaining Agreement

The Westport Municipal Employee Union would like to voice its support in your members ratifying and approving the Collective Bargaining Agreement between our Union and the Town of Westport. This is the last stop of a long journey that began in 2009. A journey that has included many meetings and deliberations between members of the negotiating teams.

To this date, the Town and the Union have come to an agreement twice. We believe we have worked with the Town of Westport in a fair and straightforward manner throughout negotiations. We have been cooperative and respectful of all parties affected throughout this agreement. This is a great accomplishment by itself however we need the RTM to act and finalize this agreement.

The settlement that is before you tonight is fair. You see before you a 0% wage increase for year 2009-2010. You see a health contribution that more than doubles the current rate our members pay. You have an independent "Job Wage and Classification Study" that shows you the value of our positions compared to other similar communities.

These are real impacts to us. These are huge concessions to us. Our members have given great consideration to this CBA and they have done this with a sense of responsibility. We realize the situation that our town is in and with this knowledge we know this contract is fair.

Consider the cost of not ratifying. Consider the cost to the Town of Westport. You'll continue incurring the cost of the arbitration process; you'll continue to lose the money that our members agreed to add for the share in health costs. We as a union know this. We came with an agreement last year that would have avoided these costs but it was rejected by you. We come to you now with a more economical agreement looking for your approval.

Show us the same consideration we have given you – "our employers". Show us the fairness one shows their "employee."

TOWN OF WESTPORT
and
AFSCME COUNCIL 4, LOCAL 1303-387

Settlement Agreement
September 22, 2011

Union's Proposals

- No. 2 2009-10 0% GWI, Step only**
 2010-11 Implement adjustments Step movement**
 2011-12 2.5% GWI, no Step
 2012-13 2.5% GWI plus Step
 *employees currently paid above job rate will be red-circled, i.e. during
 the term of this Agreement they will receive one-half (1/2) of any GWI
 until their rate reaches the new job rate.

**Step movement previously implemented

- No. 24 Pay if negotiations are during workday, up to 3 people; caucusing/prep shall not occur
 during workday; add to Article 12 new section C, this is in addition to existing
 language.

- No. 26 Retro for retirees.

Prior TA's: Union Nos. 1, 9 (up to three days), 26, 27, 33, 37, 39 (time limits only) and 41
All other proposals withdrawn

Town's Proposals

- No. 2 Plan Design: PPO - \$15 office; \$200 hospital; \$50/\$100 - 7/1/11 outpatient;
 \$50/\$100 - 7/1/11 emergency room; \$50 urgent care. No other changes
 Rx \$5/\$15/\$30 With Specialty Pharmacy covered third tier
 HRA, Town pays 75%, optional
- No. 3 PPO 8% - 7/1/10 (not retro) 10% - 7/1/11 (not retro) 13% - 1/1/13.
 HRA 7% 7/1/10 (not retro) 9% - 7/1/11 (not retro) 11% - 1/1/13
- No. 5 Injury leave - first ten (10) work days employee paid two-thirds (2/3) of gross base
 pay; 100% thereafter.

Effective upon ratification the Historic District Coordinator shall be removed from the bargaining unit.

Prior TA's: No. 1, No. 7

TOWN OF WESTPORT

AFSCME COUNCIL 4, LOCAL 1303-387

By _____

By _____

**Town of Westport WMEU Bargaining Unit
 Preliminary Labor Contract Cost- Out
 For FYE 6/30/10 through 6/30/13**

	Base Period 7/1/2009	Addl Cost 2009-10	Addl Cost 2010-11	Addl Cost 2011-12	Addl Cost 2012-13
Salaries					
Base	2,817,857				
Steps/ Adjustments		54,990	64,709		30,479
GWI				73,439	75,274
Total		54,990	64,709	73,439	105,753
Health Insurance (10-11 fully allocated rates)	1,185,285	na	na	(32,868)	(16,904)
Pension Plan Funding (normal cost pr 15%, 09-10 base)	422,678	8,249	9,707	11,016	15,863
Social Security / Medciare (09-10 base)	219,773	4,206	4,950	5,618	8,090
Total	4,645,593	67,445	79,366	57,205	112,802

prelim costout 10/21/11
 revision #1 10/25/11

11/1/11
 Mreby

**Town of Westport WMEU Bargaining Unit
Preliminary Labor Contract Cost- Out
For FYE 6/30/10 through 6/30/13**

	Base Period 7/1/2009	Addl Cost 2009-10	Addl Cost 2010-11	Addl Cost 2011-12	Addl Cost 2012-13
Salaries					
Base	2,817,857				
Steps/ Adjustments GWI		54,990	67,243	59,234	30,686
Total		54,990	103,451	141,032	118,024
Health Insurance (10-11 fully allocated rates)	1,185,285	na	(35,016)	(23,707)	(17,780)
Pension Plan Funding (normal cost pr 15%, 09-10 base)	422,678	8,249	15,517	21,155	17,704
Social Security / Medciare (09-10 base)	219,773	4,206	7,915	10,789	9,028
Total	4,645,593	67,445	91,867	149,269	126,976

Prepared by Finance Department 10/21/10 , revised 11/3/10

*11/10/10
M. H.*



WESTPORT CONNECTICUT

FINANCE DEPARTMENT

110 MYRTLE AVENUE
WESTPORT, CT 06880

Approved BOF 10/5/11
\$4,340,626 Appropriation
to the Pension Budget 2011-12
(OPEB Plan Funding Account)

To RTM 11/1/11

September 28, 2011

Hon. Gordon F. Joseloff
First Selectman
Town of Westport
Westport, Connecticut 06880

BACK UP MATERIAL
RTM ITEM # 4

Re: Request for Appropriation (OPEB Plan Funding)

Dear Mr. Joseloff:

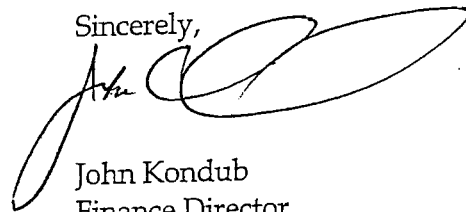
An additional appropriation of \$4,340,626 is respectfully requested to the General Fund Pension Budget Account #10109901-523700 (OPEB Plan Funding).

This request for an additional appropriation will provide the funding necessary in the 2011-12 fiscal year budget in order for the Town of Westport to fully fund the Annual Required Contribution (ARC) to the OPEB Trust Fund. An outline of the funding proposal is attached.

The Finance Department had previously recommended the use of a seven and one half percent discount rate in order to determine the amount to be reported in the Town of Westport financial statements as this municipality's OPEB liability and ARC. A copy of that recommendation is attached. The Board of Finance discussed these issues at a special meeting on September 21, 2011.

Your favorable consideration of this request will be appreciated.

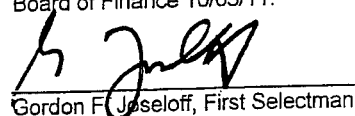
Sincerely,



John Kondub
Finance Director

JK:pjc
attachments

Approved for submission to the
Board of Finance 10/05/11:

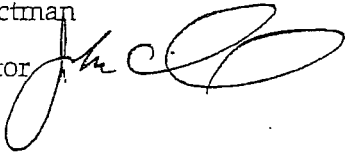

Gordon F. Joseloff, First Selectman



WESTPORT CONNECTICUT

FINANCE DEPARTMENT

110 MYRTLE AVENUE, TOWN HALL
WESTPORT, CONNECTICUT 06880

Memo To: Gordon F. Joseloff, First Selectman
From: John Kondub, Finance Director 
Date: September 7, 2011
Subject: Discount Rate Recommendation: OPEB Liability and ARC

It is my recommendation, as the Finance Director for the Town of Westport, and the recommendation of this department, that the management of this municipality use the discount rate of 7.50% in the calculation of the Other Post Employment Benefit (OPEB) liability and Annual Required Contribution (ARC).

This recommendation is consistent with the discount rate used for the calculation of pension fund liability and the ARC. The assumption of a 7.50% discount rate has been deemed reasonable by both the actuarial firm (Pentegra) and the external audit firm (McGladrey & Pullen) subject to review of actuarial assumptions. There have been several conference calls and discussion with the professionals employed by these firms on this matter within the past three weeks.

It is my belief that the decision to determine the discount rate is a management decision. This subject of the discount rate to be used will definitely be a subject of discussion with the Board of Finance. If, in their opinion, the use of a 7.50% discount rate is too high in determining the OPEB ARC, that board should make a recommendation to fund an amount over and above the ARC as calculated.

JK:pjc

copy: Kenneth Alexander, Controller
Members of the Board of Finance

Proposal to Fund OPEB ARC
Fiscal Year 2011-2012

ARC (7.5%)	\$8,239,060
Current Retiree Cost	(\$3,148,434)
Balance to Fund:	\$5,090,626
Current Budget OPEB	(\$750,000)
Additional Appropriation Required to Fund ARC:	\$4,340,626
Source of Funding	
Taxes levied to cover ARC (2011-12 levy)	\$3,000,000
Use of General Fund Undesignated Fund Balance	\$1,340,626
Total	\$4,340,626

MEMORANDUM

To: Representative Town Meeting
From: RTM Finance Committee
Date: October 25, 2011
Re: Appropriation Request of \$4,340,626 to the Pension Budget Account (OPEB Plan Funding) in Order to Fund a Contribution to the Other Post Employment Benefits (OPEB) Trust Fund

The RTM Finance Committee met on Tuesday, October 11th with the Finance Director, John Kondub to consider an appropriation of \$4,340,626 to fund the Other Post-Employment Benefit ("OPEB") Trust Fund for the 2011/2012 fiscal year. In addition to Mr. Kondub and the Committee, other RTM members present were Wendy Batteau and Arthur Ashman and from the public, John Pincavage. As you may recall, before setting the tax rate last May, the Board of Finance ("BOF") wanted a current OPEB valuation from the actuaries as the last report was as of July 1, 2007, but the report was not completed in time. Additionally in preparing the most recent valuation, the actuaries discovered that there were twice as many participants in the pension plans than in OPEB which raised a red flag. While this was expected to substantially increase the unfunded OPEB liability and therefore the Annual Required Contribution ("ARC"), the actual amounts were not quantifiable when the BOF set the tax rate. In anticipation of the delay in receiving an updated valuation and the many more participants in the Plan, the BOF anticipated when it set the tax rate that a \$3 million contribution to OPEB would be made this year. So a major part of this funding request has already been taxed for. However, this did not prevent the Committee from having a lively discussion on the proper amount that should be funded.

In determining the ARC, there are several assumptions that go into the actuaries' calculation. Two of the largest variables are future increases in medical costs and the expected earnings rate of the assets in the OPEB Trust (known as the discount rate). That is, if you expect lower increases in future medical costs and assume a high rate of return on the assets, you lower the ARC. The current valuation report projects that medical costs will increase by 9% in 2012 gradually decreasing to 4.5% in 2017 and thereafter. This seems rather low to the Committee as we all know that healthcare costs have increased much more than that in the past and it seems rather arbitrary to dramatically reduce future increases. The annual discount rate assumed by the actuaries was 7.5%. While historically this rate is in line with past returns, the Committee felt that projecting this rate going forward is much too aggressive considering that current interest rates are at historic lows and the current economic malaise could persist for many years. If we underestimate future medical costs and overestimate future earnings, we reduce current contributions to the OPEB Trust but potentially put future taxpayers at risk because they will have to make up any shortfalls in the Trust. The impact of various discount rates is as follows:

<u>Discount Rate</u>	<u>Unfunded Liability</u>	<u>ARC</u>
4.5%	\$120 million	\$11.3 million
6%	\$ 93 million	\$ 9.5 million
7.5%	\$ 75 million	\$ 8.2 million

That is, the impact of reducing the projected earnings rate by 3% will increase the unfunded liability by \$45 million and increase the ARC by \$3.1 million. Most Committee members felt that a 6% discount rate was more realistic which would increase the funding amount by \$1.3 million over this appropriation request. However, as you know, the RTM has no authority to increase the amount approved by the BOF.

The funds requested by the Finance Director and approved by the BOF were determined as follows:

ARC (based on 7.5% discount rate):	\$8,239,060
Less: Current Retiree Cost (in operating budget):	<u>\$3,148,434</u>
Balance to Fund:	\$5,090,626
Less: Already Approved by BOF & RTM in 2011/2012 Budget:	<u>(\$ 750,000)</u>
Appropriation Request:	\$4,340,626

Of this amount, \$3 million as previously discussed was anticipated by the BOF and included when the tax rate was set. This leaves approximately \$1.3 million that will be taken out of the undesignated fund balance. However, the First Selectman has committed to reduce expenditures in the current budget year by \$500,000 and there was \$900,000 that was turned back from last year's budget (2010/2011). So the impact of this funding request is not as great as one might expect.

While the committee voted 6 to 1 (Yes: Rea, Bomes, Bruce, McCarthy, Talmadge and Wieser; No: Lowenstein) to recommend approval of this appropriation request, the Committee offers the following recommendations:

- The BOF should reconsider funding OPEB using a 7.5% discount rate and appropriate an additional \$1.3 million using a 6% discount rate.
- While we applaud the First Selectman for committing to reduce current year's expenditures by \$500,000, the Board of Education ("BOE") should consider reducing their current budget in order to help fund OPEB since at least 40% of the current and projected retirees covered by OPEB are BOE employees.
- Because of delays in preparing the reports and the questionable accuracy of the actuaries' valuations, the Administration should replace the current actuaries and hire ones with municipal experience.
- Annual and timely OPEB valuations should be prepared every year rather than every three years.
- Non-union pension plans (including OPEB) and those union plans that can contractually be changed should be modified as soon as possible to ease the

burden on current and future taxpayers from our overly generous and unsustainable retirement benefits.

- Our annual budget process should be made more transparent with the true cost of employees (salaries plus all benefits such as medical, pension and OPEB) included within each department's budget rather than shown separately in the back of the budget book.

Respectfully submitted,

RTM Finance Committee

Michael Rea, Chair

Allen Bomes, Reporter

Linda Bruce

Dick Lowenstein

Jonathan McCarthy

Cathy Talmadge

Jeff Wieser