

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.

Regulation approved: July 29, 2004

WESTPORT PUBLIC SCHOOLS
Westport, Connecticut

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."

Joint Report of the RTM Finance and Employee Compensation Committees

The RTM Finance and Employee Compensation Committees held a joint meeting on October 25 to review a proposed labor agreement between the Town and the Westport Municipal Employees Union (WMEU).

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

Employee Compensation Committee members present: Michael Guthman (Chair), Jay Keenan, Michael Rea, and George Underhill.

Background and Findings

The Town and the Union reached a tentative settlement on this contract last year. At that time, the full RTM voted against approval of the contract, which sent the dispute to mandatory arbitration. The RTM's primary concern was that the proposed settlement did not address any changes to the pension. Specifically, it did not make any movement towards a defined contribution approach to retirement. There was a feeling that since the Town had a contractual right to terminate the plan; the Town was within its rights to require negotiation as to the plan design. The union disagreed with this position.

A secondary issue was the impact of implementation of a job evaluation study on wages. The Town and the Union had agreed during the tenure of the previous First Selectman that a study should be undertaken to determine if the wage paid to WMEU members were competitive with those in other Towns. This study was finished in time to be considered in the negotiations for this contract. The changes to bring wages into line with other towns were included in the proposed settlement. Some on the RTM felt that these changes (about 2/3 rds of jobs were under market) were excessive in the current environment.

As a consequence of the RTM vote, the Town and the Union went to arbitration on the two issues of wages and the requirement to negotiate pension matters. The remainder of the proposed contract provisions were left in place as originally negotiated.

The arbitration panel ruled on September 9, 2011 that the union was not required to negotiate the pension matters. Subsequently the Union and the Town came to an agreement on a modified (reduced) wage proposal. This settlement was concluded outside of arbitration and resembles that negotiated by the Fire union. The contract now being reviewed by the RTM includes these modified wage proposals.

The wage provisions of the original contract that were turned down by the RTM, and those in the current proposed contract are summarized in the table on the following page.

<u>YEAR</u>	<u>ORIGINAL CONTRACT</u>	<u>PROPOSED CONTRACT</u>
7/1/09 – 6/30/10	0% GWI, steps only	0% GWI, steps only
7/1/10 – 6/30/11	1.25% GWI, wage study	0% GWI, wage study, steps
7/1/11 – 6/30/12	2.75% GWI, steps	2.5% GWI, no steps
7/1/12 – 6/30/13	2.75% GWI, steps	2.5% GWI, steps

The net effect of these changes to the wage provisions is to reduce the addition cost of the contract from \$435,357 to \$316,818, a savings of \$118,539.

Discussion

During the course of the Committees' discussions several subjects were raised:

1. There is a concern that our negotiations always provide for retroactive wage increases but never require retroactive increases in medical insurance contributions. The result is that it makes economic sense for the unions to delay on contract settlements.
2. Committee members asked to see the actual arbitration decision. It is attached to this report. Since this was received after the meeting, there was no opportunity for the Committees to discuss this.

Action

Both Committees voted unanimously (with Mr. Bomes abstaining) to recommend to the RTM that it ratify and approve 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 and to appropriate the sum of \$179,427 to the 2010-2011 fiscal year budget.

Submitted by Mike Guthman

September 14, 2011

AWARD TRANSMITTAL MEMORANDUM

**Town of Westport
- and -
AFSCME Co. 4, L., 1303-387**

Case Number- 2010-MBA-4, Clerical - Other

AWARD OF THE ARBITRATION PANEL

Richard Kosinski, Esquire Esquire, Panel Chair Member
John M. Romanow, Esquire, Management Panel Member
Kevin Murphy, Labor Panel Member

Representatives of the parties:

Floyd J. Dugas, Esquire
Certified Return Receipt Requested

Thomas Fascio, Staff Rep
Certified Return Receipt Requested

cc: File
Stephanie D'Ambrose, Research, CCM
John W. Olsen, President AFL-CIO
Town of Westport- Town Clerk's Office

SEP 15 2011

STATE OF CONNECTICUT
BOARD OF MEDIATION AND ARBITRATION

In the Matter of : Case No. 2010-MBA-4, Clerical/Other
:
TOWN OF WESTPORT :
:
-and- :
:
AFSCME CO. 4, LOCAL 1303-387 : September 9, 2011

Appearances:

For the Town of Westport – Berchem, Moses & Devlin
For Council #4 AFSCME, AFL-CIO. Local 1303-387 – Thomas Fascio, Staff Representative

Arbitration Panel:
Richard H. Kosinski, Chair Panel
Member
John M. Romanow, Management
Panel Member
Kevin Murphy, Labor Panel Member

DECISION AND AWARD

This is an interest arbitration proceeding between the Town of Westport (Town) and Council #4 AFSCME, AFL-CIO, Local 1303-387 (Union) in which the parties have agreed to submit to the Panel the issue of the arbitrability of Issues 3A and 3B. Said issues deal with a defined contribution plan for employees hired on or after July 1, 2009, proposed by the Town.

The Panel has carefully examined the current collective bargaining agreement which expired on June 30, 2009, current retirement plan which expires on June 30, 2014, agreed upon language document, C.G.S. Sec. 7-475 and Award in *Town of Westport and Local 1081, IAFF, AFL-CIO, 2010-MBA-101* (July 11, 2011). There are no significant factual differences between the pension plan in that Award and the plan herein. This plan does provide that the Town “reserves the right to terminate the Plan, and to suspend, reduce or discontinue contributions at any time.” However, there is no evidence that the Town has taken any steps to partially or fully terminate the plan. This Panel has given weight to the Award as persuasive authority; the Town was a party in the proceedings related to the Award. Moreover, the agreed upon language in Article XIII(a) does not contain the original caveat proposed by the Town in Proposal No. 8.

AWARD

The Retirement Plan is in full force and effect until 2014 and the Town’s attempt in Issues 3A and 3B in this proceeding to modify it is not arbitrable. John M. Romanow dissents.

Richard H. Kosinski

RICHARD H. KOSINSKI
Chair, Neutral Panel Member

John M. Romanow

JOHN M. ROMANOW
Management Panel Member

Kevin M. Murphy

KEVIN MURPHY
Labor Panel Member

