

**RTM Meeting  
July 7, 2020**

**The Call**

1. To take such action as the meeting may determine, upon the request of the Human Services Director, to approve applicants to the Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program pursuant to CGS 12-630aa et seq.
2. ~~To take such action as the meeting may determine, upon the petitioned request of at least 20 electors of the Town of Westport to adopt a Tree Ordinance. (Second Reading. Full text available in the Town Clerk's Office)~~ – **ITEM MOVED TO A FUTURE MEETING DATE**
3. To take such action as the meeting may determine, upon the request of the Personnel Director, to approve the Memorandum of Understanding between the Town of Westport and the Westport Police Local 2080, Council #4, AFSCME AFL-CIO granting changes to the current Collective Bargaining Agreement effective July 1, 2020 to June 30, 2021.
4. To take such action as the meeting may determine, upon the request of the Finance Director, to amend changes to the Town of Westport 401K Plan which amendments have been approved by CoronavirusAid, Relief and Economic Security Act (CARES Act) to provide relief for participants as a result of COVID-19 with an effective date of January 1, 2020.
5. To take such action as the meeting may determine, upon the request of the Fire Chief and the Police Chief and the recommendation of the First Selectman, to approve the Fairfield County Dispatch Interlocal Agreement by and among the Town of Westport and the Town of Fairfield.

**Minutes**

Good evening. This meeting of Westport's Representative Town Meeting is now called to order and we welcome those who are joining us the evening. My name is Velma Heller and I'm the RTM Moderator. Procedures for this Electronic Meeting:  
Pursuant to the Governor's Executive Order No. 7B, this meeting is being held electronically. It will be live streamed on westportct.gov, and shown on Optimum Government Access Channel 79 or Frontier Channel 6020. Members of the electorate who wish to have their comments read during the public comment period for each agenda item may email their comments to [RTMcomments@westportct.gov](mailto:RTMcomments@westportct.gov). We will make every effort to read comments if they state your full name and address and are received during the comment period for each agenda item. Public comments will be limited to three minutes. Please note that meeting materials are available at westportct.gov along with the meeting notice posted on the Meeting List and Calendar page.

Tonight's invocation will be delivered by Andrew Colabella, RTM representative from District 4.

Invocation, Andrew Colabella, district 4:

Good evening everyone. “Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has.” Margaret Mead hit the nail right on the head with her observation of public service. It is public service that serves our world best. The free time within our individual lives, where like-minded and intellectually gifted citizens of a community come together to call upon an issue, discussion and vote for the greater good of the people for the short and long term run, with the least consequences. This was my calling since I was 15 years old when I made my first save as a lifeguard at Compo Beach, summer of 2005. My goal? To help people. The goal was to not only provide a service to the public, but to go beyond the call and needs within the description of position. With great love and care, I climbed that ladder from the bottom, seeking not only real life experience, but to be an expert. In my opinion, knowledge is best collected physically, hands on... Getting down into the nitty gritty and fine details, the thousands of pieces that make the big picture. Providing a service to the public, you should know what makes the wheels spin, that spin the belt, to generate that power, and the outcome. How would I get there? Well, if what you want to do scares you, that's the first challenge. Then there is the fear of rejection. But, that doesn't mean it's over. There are a thousand ways to the top. Luckily, with my hard work, I got to serve for the Connecticut General Assembly as an intern, working in the House, Senate, Department of Public Safety, Office of Legislative Research and Office of Fiscal Analysis. What lasted over six months, ended so quickly. I was hooked. Responding to constituents across the state in dire need of help, looking for transparency, grass rooting efforts to serve their community. Connecticut is my home state. I love it here, But I am most happy in my hometown of Westport. The historical landmarks, layout, architecture, you can be at the beach and deep in the woods within a 10 minute drive...well, if there is no traffic or stuck behind a bad driver. It's either one, or both. But it's the people of this town that make it the best for me. Whether it's Spotted Horse right after a Board of Finance or RTM meeting, or beach day running into colleagues and longtime residents, it is a constant for me that everywhere I go, there's always a friend. So to those I serve with, I am happy to serve with you. Finally, after three years, you now know why a 28 year old single guy ran for office to discuss bathrooms, weed, finances, plastics, contracts, and other town issues until one in the morning. If you've ever spoken to me outside of the RTM, I still discuss town issues because I love talking about them, which the discussion always ends quickly, because you've all seemed to have left your iron or stove, and vacuum on. But no more pesticides, or Wendy and I will come out with an ordinance...and you all know how much we love ordinances! I sit on four committees, and can be found in meetings for committees and boards I don't belong to...because every committee, board and panel, is a piece of the puzzle that makes our town so grand. The only way to be informed and be active, is proactive. I would rather be proactive than reactive. The experience alone, has been the greatest thing to ever happen to me. It brought happiness back into my life at my darkest time, lost and unsure of where I was going and how I was going to get there. It got me into grad school, where I found another path to the next level of my life to climb the ladder of experience, and even to be accepted as the first Grad Assistant to the Political Science Department of Fairfield University. Aside from politics, this pandemic, has brought us closer to ourselves and our families. I admire those who reached out to me, and will always look out to help you. There's light at the end of this tunnel. I made it. And so will you. Whoever predicted 2020 would be a perfect year like perfect vision, needs to get

their eyes checked, because I am not seeing it just yet. Whoever said it was the start of our roaring twenties...well if you haven't realized yet we're compressing the decade of the 1920's into the first few months of the year-the plague, stock market crash and Prohibition (bars are closed). Welcome to the new Roaring 20's! But to turn a negative into a positive, because that's what I always do except for when I am working on one of my cars and tools are flying ending up to broken car parts, is I have to realize this...you're here. Ya made it through today. Remember that saying *you're given today but not promised tomorrow*? Consider yourselves blessed and lucky especially living in this town makes it so much better. You got to see the sunrise...and if ya didn't, you can always go on Facebook and see Jimmy Izzo's photos of the morning. Its photos like those, and the people on the RTM that bright and shine brilliantly, why I want to not only continue this thankless duty of serving the RTM in this town, but even settle down here where I grew up, like Chris Tait, Jack Klinge, Jimmy Izzo and Arline Gertzoff who were my substitute teachers in high school and Velma Heller who was my Assistant Principal. And for the rest of you that moved here, I hope to call you my neighbors forever.

Dr. Heller:

Andrew, thank you so much for your very relevant and heartfelt remarks. You have given us so much to think about.

There were 30 members present. Mr. Keenan, Mr. Kraut, Ms. Talmadge, Ms. Newman and Ms. Rea notified the Moderator that they would be absent and Ms. Soloff was also absent. Mr. Tait and Mr. Gold arrived late.

### **Announcements**

There were no corrections to the June meeting. If there are any corrections, please contact Jackie Fuchs, Dr. Heller or Town Clerk Patty Strauss.

Birthday greetings to Jeff Wieser, Chris Tait, Wendy Batteau and Kristen Purcell. Congratulations to all. We hope you enjoy a happy birthday.

### **RTM Announcements**

Jimmy Izzo, district 3:

I'd just like to make a shout out to Matthew Mandell for putting on a phenomenal show with the Tom Petty Project at the Remarkable Theater the other night. Matt, you did an amazing job and I just wanted to let your colleagues know that it was great and I'm very proud of you, what you did. Thank you.

Rick Jaffe, district 1:

We can't do it now because we are riveted to our computer screens watching this meeting but on *Westportnow* and a few other places tomorrow, you'll see the Westport Sunrise Rotary put a grant to work, \$2,500 from our District and \$2,500 more from our club. We are helping the Homes with Hope people get off the ground their new program of providing fully-cooked frozen meals to their food pantry customers. It's a testament to the Westport Sunrise Rotary that is battling against membership declines. It's not just due to COVID-19 although I must say I only wish that Joe Hawley can rest in peace. But many of us are

not young. Membership is a challenge. Money raising is a challenge with the cancellation of the Great Duck Race but Sunrise Rotary is in there fighting.

Matthew Mandell, district 1:

Thank you so much for the shout out. I appreciate it. It was a great show. From some of the proceeds from the event, we will be donating to the Levitt Pavilion to help them with the 2021 season. Obviously, their 2020 season was put on hold due to the pandemic. Music is still going to continue. My announcement tonight is that on Saturday night, live from the library, we are doing a streaming live show of the band, Mullet. Six remote cameras are going to tape the show and send it out live online so anybody can see it. It's a socially safe and fun way to still see music. So, the Chamber of Commerce is offering music for those who want to come out and to see live music and for those who want to stay home and even if you don't want to stay home, you can still see Mullet. It's a great 1980's recreation of Journey, Def Leopard, Van Halen and for \$10.80 (for the 80's), you can see the show. Hopefully, just go to the Chamber of Commerce website and purchase your ticket for \$10.80 and your whole family can watch the show, a recreation of "hair bands" and glam of the 1980's.

Dr. Heller:

I'm giving you a heads up to watch for an announcement. Our next scheduled RTM meeting would be Tuesday, August 4 and that would be if required. I will be in touch to confirm or cancel it as further information becomes available. So, watch for an email.

**The secretary read item #1 of the call - To approve applicants to the Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program pursuant to CGS 12-630aa et seq.**

### **Presentation**

Elaine Daignault, Director of Human Services:

Good evening everyone. I am before you tonight to present The Neighborhood Assistance Act Tax Credit Program sponsored by the Connecticut Department of Revenue Services. The RTM's role this evening is to certify that the applicants from Westport are, in fact, non-profit community agencies in town. We have three applications from two organizations. The first is from the Westport Country Playhouse. They have two applications in. The first is for the replacement of an HVAC system in the amount of \$22,000. The second is for a driveway and parking lot project in the amount of \$82,650. The second applicant is the VFW right here in town. It is for an \$80,000 roof improvement project. It is also an energy conservation effort. Today I'm asking you to acknowledge that these two agencies are non-profits in town so that I can bring the applications forth to the Department of Revenue Services to put up on their website which will then allow businesses to receive a tax credit by donating to those organizations for the projects I just mentioned. I'll be happy to answer any questions. This is something we do every year. I have some examples of projects in the past if you are interested. The benefit is that a list of approved agencies in Connecticut are put online and then businesses wishing to

participate in the tax credit program would make a donation and get a percentage of the tax credit for that purpose but it also helps the community.

### **Committee report**

Health and Human Services Committee, Jessica Bram:

The Committee met electronically over Zoom on July 1, 2020. In attendance were committee members Jessica Bram (Chair), Kristin Schneeman, Jack Klinge, Karen Kramer, Wendy Batteau, Lauren Soloff, and Arlene Gertzoff. The Committee met to review the item that was just explained to you so I don't want to repeat it. The value of it as was explained to our committee is that the program allows donors to choose among specific, Town-approved projects in their granting of funding requests just to eliminate any confusion that these funds are in any way town funds. It is approving funds for those who've asked for it. The purpose of this motion is to approve applicants for the 2020 Neighborhood Act Tax Credit Program by certifying them as eligible nonprofit tax-exempt organizations

- The Westport Country Playhouse submitted two applications for:
  - (1.) HVAC Hardware Replacement for the purpose of Energy Conservation \$22,000
  - (2.) Driveway and Parking lot/area paving \$82,650
- 399 VFW – CONN Veterans of Foreign War for:
  - (3.) Roof Improvements and Energy Conservation \$80,000

Following a motion to approve by Jack G. Klinge and seconded by Kristin Schneeman, the Committee voted unanimously 7-0 to approve the two above-named applicants to the Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

### **Members of the Westport electorate - no comments**

Mr. Wieser read the resolution and it was seconded.

**RESOLVED:** That upon the request of the Human Services Director, pursuant to CGS 12-630aa et seq., the Westport Country Playhouse and the 399 VFW-CONN Veterans of Foreign Wars Inc. are hereby approved as programs eligible for investment by businesses under the provisions of the 2019 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

Dr. Heller: The motion has been moved and seconded.

### **Members of the RTM**

Mr. Jaffe:

I am a strong supporter of our VFW, of our town's veterans and every other veteran. I went there every week until March. When I looked at page 7 of the packet, I see that they lost last year \$37,000 revenue short of expenses minus \$24,000. Their net assets are only \$298,000 which is only 1.5 years of revenue. They are on dangerous financial footing in my opinion. Are they going to be around?

**By show of hands, the motion passes 28-0-1; Mr. Jaffe abstained.**

**Item #2 – withdrawn**

**The secretary read item #3 of the call - To approve the Memorandum of Understanding between the Town of Westport and the Westport Police Local 2080, Council #4, AFSCME AFL-CIO granting changes to the current Collective Bargaining Agreement effective July 1, 2020 to June 30, 2021.**

**Presentation**

Finance Director, Gary Conrad:

Ralph (Chetcuti, Personnel Director) is out of town and I will fill you in on the Memorandum of Understanding. It is basically to extend the contract for one year. It is going to include a 2.5 percent increase for the officers. The other part of this is we are going to keep the contribution to the health benefit plans at 14 percent which is what all the other unions are going up to July 1, 2020. They were actually more than all the other unions. It is going to be approximately \$175,000 which is in the budget calculation. Other than that it is very straight forward. We are going to extend the contract. Negotiations during this time of the pandemic would not be fruitful. We will start negotiations July 1, 2021. At that point in time, we'll be looking at the different aspects of the contract and there's nothing mentioned about anything retroactive. If you have any questions, I'll be glad to answer them and we also have Foti Koskinas who will tell you about the operations or any questions you have.

**Committee reports**

Finance Committee, Ms. Bram:

This is a request by the Personnel Director to approve the Memorandum of Understanding between the town of Westport and the Westport Police Local 2080, Council #4, AFSCME AFL-CIO. You've just heard about that. The committee met in an online zoom meeting on June 23. We heard the presentation from Mr. Conrad and Director of Personnel, Ralph Chetcuti explained it was by mutual agreement. We agreed with the party's argument that electronic meetings were difficult for collective bargaining and we wished to avoid the health risks of participating in face to face meetings. So many things are being postponed in collective bargaining and we thought to defer that as well as long as the union represented employees are not penalized for that. We thought this \$175,000, 2.5 percent annual wage increase was a reasonable request. It's in line with the other two or three year increases of 2.25 to 2.5 percent. It is also in line with other departments. I just wanted to add that this will allow the town to proactively begin collective bargaining of a new three year contract to take effect the following year. So, this prevents any niche in the negotiated contracts past the expiration of the prior ones which results in retroactive wage increases once the new contract is in place. So this will provide a running start to the next contract negotiation. Seth Braunstein made a motion, seconded by Richard Jaffe to recommend to the RTM the approval of the Memorandum of Understanding between

the town of Westport and Westport Police Local 2080. The motion passed unanimously 5 – 0.

Employee Compensation and Public Protection Committees, Louis Mall, district 2:

The meeting was held via Zoom on Friday, June 26, 2020 at 10:30 AM. **Re:** To take such action to recommend to the RTM to approve the Memorandum of Understanding (MOU) between the Town of Westport and the Westport Police Local 2080, Council #4, AFSCME AFL-CIO granting a one-year extension and 2.5 percent wage increase to the current Collective Bargaining Agreement, effective July 1, 2020 to June 30, 2021.

**Attendees: Employee Compensation:** Louis Mall, Chair, Peter Gold, Noah Hammond, Jimmy Izzo, Richard Jaffe, Sal Liccione. Absent: Jay Keenan, Greg Kraut, Lauren Soloff.

**Public Protection:** Jimmy Izzo, Chair, Candace Banks, Andrew Colabella, Kristan Hamlin, Noah Hammond, Richard Jaffe. Absent: Seth Braunstein, Dick Lowenstein.

**Others in attendance:** Personnel Director/Human Resources Director Ralph Chetcuti, Finance Director Gary Conrad, Controller Shelia Carey, Police Chief Foti Koskinas, Deputy Police Chief Sam Arciola. From the public: Jason Stiber.

**Background:** Personnel Director Ralph Chetcuti is requesting a one-year extension to the collective bargaining agreement to June 30, 2021 with no changes being made to the existing contract except a 2.5 percent wage increase for the year 7/1/2020 to 6/30/2021. The Town and police union had not started negotiations when the COVID crisis hit, so the Town pursued off-the-record conversations to see if it would be best to continue with the existing contract and to negotiate in good faith at a later date. A 2.5 percent wage increase was agreed upon based on other employee increases with no changes to employee contributions to the health care plan. Police union membership have approved the MOU. **Discussion:** Members of the committees questioned the appropriateness of wage increases at a time of economic uncertainty – Is this fair to Westport taxpayers? There were also questions as to particular contract issues such vacation, training, step increases and police accountability. It was felt by some that these items should be addressed within the collective bargaining agreement. The question was raised, “What if we did nothing to approve the extension?” The answer is: the existing contract remains in place. Police Chief Koskinas noted that we are living and working in a time of uncertainty, with an invisible enemy that puts his men and women and their families at risk. Now is not a good time for negotiations. His motivation is to keep his workforce stable and working at 100 percent effectiveness. He reported that there would be an announcement forthcoming to address police accountability. The 2.5 percent wage increase is in line with what other Town employees are receiving and would have a positive impact on morale. This agenda item is simply a one-year extension of the existing contract with a 2.5 percent wage increase.

**Action:** A motion was made and seconded to recommend to the RTM to approve the Memorandum of Understanding (MOU) between the Town of Westport and the Westport Police Local 2080, Council #4, AFSCME AFL-CIO granting a one year extension and 2.5 percent wage increase to the current Collective Bargaining Agreement, effective July 1, 2020 to June 30, 2021. Employee Compensation voted 6-0-0. Public Protection voted 6-1-0 to recommend to the RTM to approve.

## **Members of the Westport Electorate**

Jeff Wieser, district 4:

We did all receive an email earlier today directed to all of us. This is actually the first comment I had over Zoom. Jason Stiber of 11 Birchwood Lane sent an informational email pointing out that the historical salary increases for the CBA for FY 2016/17 were 2.5 percent compared to 1.26 percent inflation, for FY 2017/18, 2.25 percent compared to 2.14 percent inflation, for FY 18/19, 2.5 percent compared to 2.44 percent inflation, FY 19/20, 2.5 percent compared to 1.81 percent inflation and the inflation for 20/21 is projected to be 0.62 percent. He provided the source and offered a comparison to the Connecticut State CBA. The increase was two percent and going forward the raises for Connecticut State Police are 2.25 percent in 20/21 and 2.25 percent in 21/22. Later today, Mr. Stiber also sent us a lengthy report from the ACLU of Connecticut. I don't know if we have time to deal with that. For full disclosure, that was sent to us by email and can be reviewed by all of us there.

That's the only comment I got from the electorate.

Mr. Wieser read the resolution and it was seconded.

**RESOLVED:** That upon the request of the Personnel Director, the Memorandum of Understanding between the Town of Westport and the Westport Police Local 2080, Council #4, AFSCME AFL-CIO granting changes to the current Collective Bargaining Agreement effective July 1, 2020 to June 30, 2021 is hereby approved.

Dr. Heller:

The resolution has been moved and seconded and now it's time for RTM comment.

### **Members of the RTM**

Kristan Hamlin, district 4:

My two principal concerns that I mentioned in committee: It appears that we have step increases that are in the contract that we are approving and one of the higher ones was eight or nine percent for one year and, in addition, we have this 2.5 percent which is supposed to track inflation. I was aware that inflation had been for the longest time, for the last several years, it's been under two percent. I didn't understand why in a year when five percent in Westport there is food insufficiency, lots of unemployment, shuttered businesses, why this wasn't a year that we would be doing belt tightening because we have the step increases that the officers are getting but this was simply supposed to be a cost of living adjustment to track inflation and it doesn't. I went back and I looked at all the years of inflation and for the last eight years, the highest it's ever been is 2.4 percent. So, it didn't make sense to me that we were doing this this particular year. The compensation that we give the officers from Public Protection and also from Railroad Parking where we also compensate them, to \$300,000 or \$400,000 for taxpayers. So, my position at the meeting, and I was the person who voted against it, was I thought two percent would be fairer. It's still high compared to what inflation has been in 2019 and 2020 and what it is anticipated being in 2021. In April and May it was .3 and .1 respectively; still, two percent would be higher. I said I thought we should be making a motion to vote this down and recommend that it is actually gauged to inflation. Because of the very sensitive situation we are in financially, I did make the point that I'm not one



of the people who are part of the Defund the Police movement; I am against it but I did make the point that we did have the highest protest. I've lived here. I've never seen a protest like that and across the United States and I just thought it was insensitive of us as a body to be responsible financially. So that was one issue. The other issue, this has been a pet peeve of mine for a long time. Some of you may remember that several years ago, we had a meeting with Mr. Chetcuti at an RTM meeting and we learned about this provision that he presents to us that he thought it was an unfair provision. It wasn't in other contracts for other employees and that next time in 2020 when the salaries were renegotiated that salaries and pensions were separate and we would look at this. I actually talked to Floyd Dugas about this and he said he would look at that. I know that Chief Yost is here. It is about Article 20 which I sent around today. My question for you, Chief Yost, is there is a provision that we give two days or 16 hours off to police officers for starting a shift at five minutes of the hour. Do you have anything like that provision in your union contract with the Fire Department?

Chief Rob Yost, Fire Department: No, I do not.

Ms. Hamlin:

There is another provision here that says we give 36 hours for training which is 4.5 days. We give officers 4.5 days of paid vacation for training. I don't know how much training is required whether it's one day or a half day or two days, do you have any kind of provision? I understand the fairness of paying our fire and police for the time for training but do you have any provision in your union agreement where you give your men and women 4.5 days paid vacation in addition to the compensation you're giving them for completing training.

Chief Yost: Honestly, you're asking me to compare apples and oranges.

Ms. Hamlin:

I'm just asking you if you have that provision for 4.5 days off in addition to paying people their straight time. All I want to know is if your union agreement has that.

Chief Yost:

Honestly, we do most of our training on duty. I understand the police don't have that luxury because they are responding to calls. Because we don't have a training facility in town, our training is done at State Fire Academy and regional fire schools. That is where we are separate from the Police Department. We still pay firefighters for replacement time if they are scheduled to work and there is a class.

Ms. Hamlin:

I take that as a no. I have some follow up questions for Chief Koskinas. Are your patrolmen wage earners or salary earners?

Chief Koskinas: They are salaried employees with overtime.

Ms. Hamlin:

If you are a salaried employee, you are considered exempt under the overtime laws. Your patrolmen are exempt but you are paying them overtime anyway?

Chief Koskinas:

If you are going to describe them that way, they would be wages.

Ms. Hamlin:

I was just wondering. Are they salaried or are they wage earners? Do you pay them by the hour or by the year?

Chief Koskinas:

Their base salary is based on 1950 hours. Anything over that would be overtime wages.

Ms. Hamlin:

Is that in their union agreement that you pay them overtime wages in addition to their salary?

Mr. Conrad:

I'd be glad to answer that. The regular union contract is calculated on an annual basis but it's broken down into an hourly basis because they are not exempt employees because they are not under that directive. They are paid for the hours that they actually work and any time they work over eight hours a day, they will be paid overtime for that. Under Federal and State Law, they are non-exempt hourly employees.

Ms. Hamlin:

So, they are wage earners rather than salaried employees, correct? [Yes.] Gary, this particular provision pays them, gives them 4.5 days of paid vacation in addition to... So, my question Gary is if they are required to work an eight hour day and then required to do training, that training would be compensated under Federal and State Law on an overtime basis. You can't negotiate away overtime. You can't trade it off for 4.5 days of vacation so essentially we are paying overtime for working outside of their normal hours and then, in addition to that, we are also paying them those 4.5 days of paid vacation. Is that correct?

Mr. Conrad:

It is not totally correct. They are giving compensating days in certain cases. They are paid for coming in early because when you do the shift change that way you have somebody on the street at all times. People are coming in earlier and that voids the idea of having someone come in and replace them. The shift earlier, that creates the overtime.

Ms. Hamlin: No, I'm talking about the training...

Dr. Heller: Your time is up Ms. Hamlin. Come back if you need to.

Wendy Batteau, district 9:

First, I support this for the reasons suggested. I would like to say that I am grateful to all our first responders but particularly for the way the recent demonstrations were handled. If they had been handled differently, there could have been different outcomes. But, I would also like to say that I think the questions in the report that Lou Mall read were valid ones and I think the question that Kristan raised overarching all the detail is also a valid one. It would be useful at some point to have a more detailed philosophical discussion that would address those answers. It was said that there was going to be an announcement forthcoming and I assume it was the announcement of the three person Civilian Commission. But, rather than just having an announcement, I would hope that maybe our Public Protection Committee or maybe the whole RTM can sponsor some kind of discussion sometime before the new negotiations continue or take place. This is about the changing world we live in and about what expectations we might have about the balance between our Health and Human Services Department and our Public Protection Department. It's not that I have a problem with the Public Protection people---quite the reverse, but I think I'm on record every year saying that we really owe more support and particularly this year to our Health and Human Services, both departments. I'm not saying that funding should necessarily come from the Police Department but I think we really might have a more public discussion about all those issues. So, yes, support and we would like to talk more.

Mr. Izzo:

I have 10 minutes, correct? [Yes.] I am first going to let Chief Koskinas talk more about the vacation situation and I will make my comments.

Chief Koskinas:

If I could just clarify. The training days keep coming up. It is certainly something that could be and maybe should be negotiated if we choose to go in that direction. For clarification purposes, police officers do not get paid overtime and also get the training days. What works for the department, and this has gone back and forth in negotiations, there was a time when we got rid of training days and then it was beneficial for both to bring it back and the town is the one that proposed it when they were brought back. The issue that comes up is the 4.5 training days that officers go to, the replacement rate is only 60 percent. If we were going to pay hour for hour for the officers to go to training, it would be 100 percent at time and a half. So, if you do the math, you see how it is beneficial to the town for the savings because there is no monetary value other than a day off. We don't pay the officer and give him the day off. They come in and get time off and return get time off when they came back in. So, if you replace that at 60 or 65 percent, depending on manpower, you can see what the savings is for the town. I feel like at every one of these meetings we seem to tell a different story of how we present it but, ultimately, we have to come back and correct it to what the contract actually reads. I can read you the contract again, if you wish, what the days are for. I think we've repeated it multiple times but I am certainly here for questions.

Mr. Izzo:

Since I have the floor, I'd like to make a couple of comments. We are getting off our agenda, ladies and gentlemen. Employee compensation, we have a committee that many

of us can join and we can help negotiate these contracts. We lay down for the Board of Ed. every year. We seem to pick on certain things like the Police Department and 'this department' and 'that department.' The agenda here is a simple: Are we going to approve 2.5 percent or are we not? Could we get back to the agenda? Look what's happening to New York City and Chicago and all these areas trying to defund their police. They're not doing too well. Let's be careful what we wish for. We've got great public protection people in this community. Let's support them and stop trying to take food off their table. Do it in the negotiations, not here. Thank you. I'm done.

Harris Falk, district 2:

When we actually join committees, we request them and we are assigned to them. So, that's something completely different. How long does it usually take to negotiate these contracts?

Chief Koskinas:

It can take up to a year and a half. It's taken almost two years. Other times it has gone as many as three years. The shortest, I would say, has been the one year and then everything is retroactive. It has never been shorter than one year.

Mr. Falk:

No, I don't mean how long do the contracts go for. I mean when negotiations start, how long does it take?

Chief Koskinas: That's what I was describing. It will take at least a year.

Mr. Falk: So, we started negotiating this contract in March, apparently?

Chief Koskinas:

We have not started. There were no negotiations between the Personnel Department, the private attorneys and the union. This was a conversation that was had between the Personnel Director, the Selectman's Office and it was also brought to me. I, in turn, brought it to the union.

Mr. Falk:

But it is a contract that expired seven days ago and if it takes a year at a minimum, why haven't we started negotiating with them?

Chief Koskinas:

Because at the current times and the COVID that is currently going on and we wanted the avoidance, there are a lot of things that have been going on, things like hazardous duty pay and things for unlimited CPAC, a lot of things on the table that we've been able to work well between the town and the union in order to keep the employees not only safe but continuing to come to work.

Mr. Falk:

Okay, but you just said it takes a year minimum. COVID hasn't been around for a year. I'm pretty sure it hit this town in March and March wasn't a year ago. I'm trying to figure out why the negotiations hadn't started yet. It's been said that we can get a head start on our negotiations because of this but why would we have a head start if we hadn't started three months before this contract was done?

Mr. Conrad:

When you look at the way the union contracts work in Connecticut for Public Safety, it's the request of the union coming to the town to negotiate. At that point, they request us to start supplying them with information and also start establishing the meetings. It's not up to the town to force them. If we did, we would have started a year ago knowing that it would take a year. With negotiations, it is actually the unions that come to the town and say "We request you to negotiate." Same thing as with the Board of Education. They have a little different requirements on their side. Under State Statutes, they have to have their agreement within a certain period. On the town side, it does not go out that way. It could be two, three, or four years before it is finally settled. And that's not through mediation or arbitration. So, it's in the hands of the unions to come to us to start negotiations. As soon as that happens, we respond.

Mr. Falk:

So, in other words, they could request negotiations the day before it expires and then what happens? This is very confusing. I think we have to put in the next contract that it is not acceptable. Being an RTM member, I'm now used to getting things a little bit late from the town. I didn't realize I was getting things late from the union as well.

Ms. Bram:

I will confine my remarks to this particular motion which is to confirm the Memorandum of Understanding. We are not beginning to uncover the terms of their contract. Kids aren't even going to school. It should be understood that collective bargaining cannot very well take place right now. I just wanted to correct an earlier representation that, a misrepresentation, that even a half percent could convert to \$300,000 increase to the town. In fact, according to Gary Conrad, the total 2.5 percent annual wage increase equates to \$175,000 total additional cost to the Police Department's budget of \$8 million for union represented employees. It's only \$175,000 in total for the whole 2.5 percent not \$300,000 or whatever other number might have been used.

Seth Braunstein, district 6:

I am going to echo much of what Jessica just said. The discussion of the terms of a comprehensive agreement needs to still be negotiated for the next contract is a separate and distinct discussion. We are here today to come up with an accommodation so that the union can have an additional year's worth of increase, sort of cost of living and I think Kristan has a valid point. The extent of that cost of living is something that could potentially be in question. I don't feel it's appropriate for us to be negotiating the next collective bargaining agreement. I think that what we are negotiating, quite simply, is do we want to provide a 2.5 percent increase for one additional year? I would say that we will have ample opportunity at the appropriate point to negotiate that into the next contract,

whatever the points are that may be in contention here, whether it's the training days or anything else. That's something that I don't think is germane to this discussion. I would also say that the defunding efforts or things that have been happening on a national basis, there are individual communities that are facing questions about police brutality or police malfeasance. I want to be very clear. I think our police force has done an exceptional job and the recent protests that we have seen in our community have gone exceptionally well because of our police force. I just feel we could spend a lot of time getting off topic here this evening. We should try to bring the conversation back to whether or not it's appropriate to issue a 2.5 percent increase for one additional year's worth of contract. I'll leave my contracts at that.

Peter Gold, district 5:

I agree with Seth that the issue is whether or not we should pass this MOU. I agree with Seth's and everybody else's praise for the police. I have a question for Gary Conrad. Gary, you said we typically wait for the union to approach us to negotiate a contract. Is there any reason in the statutes that we can't be proactive and approach them? Why wait for the last minute for them to approach us as opposed to being proactive?

Mr. Conrad:

We reach out to them and they have the right to come back to us and request when we start negotiating.

Mr. Gold:

It's totally up to them as to when we start negotiating? We can't send a request to them?

Mr. Conrad:

The two parties have to agree when the negotiations start. That's when you set the dates and have the introductory sessions. It's part of the negotiation process. You have to agree to when you start negotiating.

Mr. Gold:

I understand that we have to agree when to start negotiating because we can't just sit down at a table by ourselves and start to negotiate. But, to start the process, somebody has to approach somebody else. Do they typically approach us or we approach them and say it's time to start.

Mr. Conrad:

The union and the town know quite well when the contracts are over. We start it on a timely basis. It's just part of the negotiation. The unions will look at the economy and everything else and then it becomes when do we want to start negotiating? We don't have the upper hand on that. It's by law.

Mr. Gold: They don't have the upper hand on it either.

Mr. Conrad: I can't explain it any better. Foti, you may want to jump in there.

Chief Koskinas:

If I could just clarify some of this. Ralph Chetcuti is not here. The union reached out in writing to Mr. Chetcuti to ask for information to begin talks in March. This was just as the COVID pandemic started and that's when these discussions were had. But the union did reach out. Additionally, if I can add, by law, they cannot start negotiating before six months so January 1, 2020 looking at the expiration of June 30 is the soonest. That did not happen but there were active talks and emails between Mr. Chetcuti and the union in March. That's how we got to that and, yes, in the past it can be either side that initiates it. Most of the time it has been the union that has asked for information so that they can proceed with their request and the town proceeds with theirs.

Mr. Gold: Thank you. I appreciate it, Foti.

Christine Meiers Schatz, district 2:

I'm going to vote in favor of this motion but I am concerned about this possibly coming back to us in another year with the statement that we don't want our contract negotiated because the situation with the Corona Virus is the same as it was before. I do think I might disagree with the assertion that you have to do collective bargaining in person or you can't do collective bargaining over a platform like Zoom. I'd like to see us work towards figuring out how to do that. I know it's not what we're used to. I'm an arbitrator, for example, and we're going to need to have hearings over a platform like Zoom and that's not what we're used to but we're in a different environment now and it might be one that we're in for quite a while to come not just the short term and business has to go on. I hope we can work towards doing that. I don't want to be in the same place next year, having had no collective bargaining negotiations.

Mark Friedman, district 3:

I'm having a hard time with this one because I have a lot of respect for the police and the hard work they do for the town but, at the same time, I'm very aware that we have double digit unemployment in this country and tens of millions of people have lost their jobs in the last few months and I'm very mindful of the email that we got from our constituent pointing out the rate of inflation over the last few years and the raises that the police have received over that time, which were very generous and exceeded the rate of inflation year after year. So, at this time of unemployment, job uncertainty, very low inflation, we could possibly have deflation, to have a 2.5 percent increase this year sounds maybe too much for this year. Yes, it's \$175,000 which, in the context of the town budget, is certainly not the largest line item but it also compounds over time. I'm very mindful that this sets a baseline. It's \$175,000 this year and in the future compounds on top of that so it will be a million and a half or \$2 million over time when you put in the compounding on top of that. It assumes a different proportion when you think of a million and a half or \$2 million. So, I'm having a hard time processing that and I'm probably not going to vote for this at this time. It's just too much at this time.

Richard Lowenstein, district 5:

For reasons that I can't fathom, I was not informed about the committee meetings and I cached my emails back and forth so I'm hearing this for the first time. I want to echo what

Mr. Braunstein said which is that we are not negotiating the next contract. We are negotiating some changes to the current contract. It is my hope that when this contract comes up for renewal as well as other contracts with the town of Westport that they look back and see what the actual inflation rates were and for future contracts that they take into consideration that they may have overestimated inflation on the original contract. At this point, I will either be abstaining or voting no. I have not made my mind up.

Kristin Schneeman, district 9:

I have a quick question and a comment. The question is back to the point that was made in the committee report about what happens if we do nothing to approve this extension and the answer is the existing contract remains in place. Does that mean the existing contract remains in place including a new 2.5 percent increase in salary or the existing contract remains in place with no increase in salary for the coming year?

Chief Koskinas: There is no increase; unless it's voted on tonight, there is no increase.

Mr. Conrad:

This is no different than a contract. If we brought a contract to you that is for two, three or four years, it is presented to the RTM for their approval or their denial. It's either a thumbs up or a thumbs down. If you turn this down, we then have to go back and negotiate with the union starting from square one. If you don't vote on it, you can't adjust it. That's not part of the RTM's agenda here. They have to either accept it or deny it. If you accept it, we move forward. If you deny it, we go back to square one. If it's a stalemate and it does not get passed, it's no different than a contract; I believe it goes on for 30 days. At that point, if you don't vote on it, it becomes the contract. Those are your options on this.

Ms. Schneeman:

Foti's answer was straight forward but your answer was not. So, my question is if we do not vote in favor of this tonight, is it not the case that the existing contract remains in place which is what the committee report says was discussed at the committee. If we don't say yes to this MOU, the existing contract will just continue on until the end of next year or when the contract negotiations are completed.

Mr. Conrad: That's correct. They go back to negotiating.

Ms. Schneeman: But they do not get a 2.5 percent increase for the coming year.

Mr. Conrad: The two parties have to agree.

Ms. Schneeman:

I just wanted to understand that. I will say that I'm not opposed to the police receiving a 2.5 percent increase for the coming year. If you look at all the other employee contracts across the town, this seems entirely consistent with the other departments both in terms of the step increases and the cost of living adjustments. You can disagree with the numbers but this is consistent across all the other agencies so I don't think there is a reason to penalize the police at this particular moment. I will echo what Jessica said, the



difference between two percent and 2.5 percent (math is not my strongest subject) would be about \$35,000. That doesn't seem to be a material difference. I will also point out that we voted ourselves a tax cut this year. I will just remind everybody of that so we seemed to feel at the time that we were in a position to not only fund the budget that was proposed for next year for the town and education budgets but were able to return some money to the taxpayers. That being said, I think there is clearly a sense of frustration among members of the RTM that we don't have an opportunity to have any input. I understand we don't have a formal role in conducting contract negotiations. We do have an Employee Compensation Committee. We do have a representative as part of those negotiations, which is great, but I don't think we see the outputs of that until there is actually a negotiated contract and then we can come to the committee meeting to hear about it and have an opinion about whether we want to vote in favor of it or not but if we don't vote in favor of it, not much changes. I wonder, this is kind of a rhetorical question or a suggestion, but particularly in this year, when there is a great deal of interest in issues related to the police force, and I agree we have a wonderful police force, but nothing is perfect and there doesn't mean there aren't issues so I wonder if there isn't an opportunity early on for members of the RTM or members of the public to at least articulate their concerns about issues that might be under consideration as part of the contract. I think that would be appreciated. I don't know that issues that come up are part of the police contract, like discipline and police conduct and accountability and transparency and all those things because I have read the police contract and I don't think a lot of that is in there. I'm not really sure where those regulations and policies reside and maybe the civilian review panel can help enlighten us. But I agree that this particular Memorandum of Understanding is not a vehicle to have that conversation but I think what we're hearing this evening is the desire by a lot of folks to participate in a conversation about both terms of contract before it is set in stone whether it is compensation and terms of the contract or it is broader societal conversation about our police force and whether it's as great as it can be. So, those are my comments and I appreciate the explanation of what happens if we don't vote this to go forward.

Candace Banks, district 6:

I'm not going to repeat the comments of my district 6 colleagues, Jessica and Seth and thank you Kristin for doing that math because it really puts it in perspective what's at stake here. But, I do want to say that this is the second time I've seen Foti today. The first time was at 8 a.m. this morning at the TEAM Westport meeting. For those of you that don't know, TEAM Westport is the town commission that talks about things like race and what I will tell you is I've been involved for 3 ½ or four years and every meeting, Foti or Sam or both show up at that meeting to talk about things that the rest of the country is facing. We are clearly in a moment of reckoning but I think our Police Department are to be commended because they have been talking about these issues and engaging in these really tough dialogs. TEAM Westport does not go easy on these guys so this is not new for them. I mention that because you see the signs all around town, thank you first responders. And most citizens I know are very appreciative of what our first responders have been doing for the past four or five months. There is no work at home option. I know the Fire Department and I assume the Police Department get tested for COVID every two weeks. I also know, because I have a family member who is a cop, that morale is terribly,

terribly low. Yes, I know we are in the middle of a reckoning but you are talking about \$175,000 to extend this contract for a year versus what these men and women have been doing for the past four or five months. I'm glad we're having this discussion and I've learned more on this call, particularly Kristin, thank you for running the numbers for us but I voted for this in committee and I'm going to vote for it and I urge everybody else to as well because I'm not sure that this small amount, we can't renegotiate the whole collective bargaining agreement tonight. It's just this one small provision. The step thing, this comes up with the Board of Ed and the teachers all the time and the fact is however the collective bargaining agreement is done again, whoever the RTM rep is, we should know who it is ahead of time and we should give him all our feedback and all our ideas because that is the room where it has to happen. I don't think it happens tonight.

Mr. Colabella:

I have a couple of questions. Foti, the 2.5 percent increase that is being discussed would be 2.5 percent on each of the salaries of the officers?

Chief Koskinas:

It would be from the youngest patrolman to the most senior sergeant. Lieutenants, Captains, Deputy Chief and Chief are not part of the union.

Mr. Colabella:

For those who are not aware of what's going on in the State of Connecticut as well as the United States right now, as you have noticed, pensions have started to go away. Incentive to be an officer is now slowly dwindling down. What used to be a job with safety and security, not just for the officers, financially and as a way to provide for their families, it is dwindling down. What I am seeing, for those who don't know, I have tried to be an officer for the last five to seven years, and as competitive as it is to go through the 12 steps, you go through the academy for six months of training, a lot of the things I've looked at when I go to apply at towns is their starting salaries and their benefits. For those who are not aware, there is a website called *policeapp.com*. It is the one website that most of the departments in the state of Connecticut use. So, for example, if you take the starting salary of a police officer in Westport which I believe is \$62,056 year, when you look at Berlin, their starting salary is \$66,000. When you look at Manchester, \$63,000. When you look at New Canaan, the starting salary is \$67,000. When you look at Old Saybrook they start at \$55,000 because they are a smaller, vacation town and they have anywhere from 24 to 27 officers. When you go to the city of Torrington, \$63,000. When you go to Suffield, depending on your experience, you go from \$52,000 starting salary to \$70,000. When I first read this contract, I saw the 2.5 percent increase and I said 'Okay.' Let's do the math here. So, if we're talking about patrol officers, Sergeants and Captains. Starting salary if it does pass goes up to \$63,000 for a patrol officer going up to \$88,000, then it goes into the \$90,000's to the \$100,000 range. When you compare those to other departments, we're not paying as much as other departments that I have read and I have seen and, frankly, in the current environment with what's going on in the United States, when you come to Westport, you don't have or see these problems. We are very lucky compared to the other towns and cities throughout the United States. We are a very diverse force. There is a lot of transparency. I believe these officers in this town deserve more and better

and what I worry about is as we start to cut their incentives, not only are they worried about being in danger. For those of you who have not done a ride along, when COVID is over, do a ride along. They are fun and put yourself in their shoes. When you get out of the car after running a plate, you have to put your hand on the rear taillight or go back into the car because in the event that the officer is shot and killed, they have that hand print. What I have seen now is that the amount of deaths in the United States has increased greatly. I believe this 2.5 percent increase would not be a threat to the town of Westport fiscally or to the Westport Police Department. I want to thank you for letting me speak. I will be voting in favor of this. I love to hear everyone's points.

Mr. Jaffe:

I remind my colleagues that we have asked three of our committees to look at this contract extension from three different perspectives: Finance, Employee Compensation and Public Protection. I have the honor of sitting on all three committees. I voted for this extension three times. That has to be at least tied for the record on this issue. This will be my fourth vote in favor. So, we've asked our specialists to look at it. It's not perfect. Nothing's ever perfect. But all three committees were heavily in favor.

Mr. Mandell:

Clearly, 2.5 percent is more than the cost of living that anyone else is getting. The question is, we have an up or down vote on it, is that enough for us not to say yes at this time and what other alternatives there are. I don't think voting no is an alternative here but an alternative that I see Mr. Dugas as one of the Brady Bunch sitting over there, how can we, in the future tie increases to the cost of living that is actually occurring and how can we reign it in? I know that we are saying other unions in town are getting 2.5 percent. Maybe we have to draw the line at one body at some point. It may not be the police here; it may be fire; it may be town employees but at some point I think we need to start tying it to the actual cost of living increase. Floyd, can you tell us how can we do that?

Attorney Floyd Dugas, Town Labor Counsel:

That is certainly something we look at when we engage in negotiations. I was a little bit on the outside on this one so I can't comment completely on the thought process. But one of the statutory factors that need to be looked at, arbitrators look at is absolutely changes in the cost of living. Other factors, of course, include salaries and where they are relative to other police officers and other public employees. That's certainly another factor we look at but there is no question changes in the cost of living are built into the conversation and should be considered.

Mr. Mandell:

I think that's where we need to be going to look at reasonable increases based on what everybody else is getting, not just municipal people but people in the private sector. They are not seeing 2.5 percent and I think if we all get on the same page at some point, not just police or fire or town employees but looking in a global way, 2.5 percent is more than exists now but for me it's not enough to say no at this time. I think we need to move forward. I think we need to give this one year extension and in that time, we need to look at the negotiation. I hear people saying we can't renegotiate now. We are not

renegotiating now but we are putting our input and our ideas into future negotiations and, ultimately, it will come back to us. We are the final stop in the end and if we say 'Hey, we don't want to see 2.5 percent solid, we'd like to see the cost of living plus a half percent or something along those lines moving forward', I think that would be reasonable. So, I'm comfortable approving this one year stop gap but I would really like to see stronger and better negotiations moving forward that the cost of living increase is really tied into what is going on in our society. As Mr. Friedman said, there may be deflation. Obviously, we aren't going to cut anybody's salary but we really need to be looking at it and tie it to that. So, that's where I am. One other thing, I don't think I've ever been in an RTM meeting where anyone who has said anything is incorrect tonight. Everybody is seeing it in their own way. It's pretty interesting to watch. But I'm comfortable moving forward as a stop gap.

Ms. Hamlin:

Many years ago, I read this book called *The Age of Turbulence* by Alan Greenspan who was the Chair of the Federal Reserve under several presidents and he talked about what was very important to him was budgeting. He was a Republican and he remarked that the best person he had ever seen manage a budget was Bill Clinton because other people, as an easy way out, would make drastic cuts to major budgets of one particular or two particular organizations but he said what Clinton did was he took a little bit here and a little bit there and a little bit there and a little bit there and somehow for the first time in a long time there was a balanced budget. So, I've always brought that to my responsibilities as an RTMer. I understand that we are not talking about something enormous here. But, if we have fiscal discipline, where we do a little bit here and a little bit there and a little bit here, we could actually have some fiscal discipline and I'm somebody who really believes in times like these where we're going to have something close to the great depression upon us soon, 19.5 million unemployed. It's startling how people are kind of living in lala land and not understanding that we have to do everything we can to be assiduously finding places in the budget. As I'm sitting here listening, I did in my head, what I think I did was five percent as opposed to .5 percent. So, I said between \$300,000 and \$400,000 and it should have been between \$30,000 and \$40,000. So, I did make a math error. It's \$35,000. I apologize for that. It was just doing it quickly in my head. Even if it's just \$35,000, the other thing that's a lot of money, what Gary Conrad said is accurate, what you're doing here is you're approving for one year an entire contract. Every single provision in that contract, you're approving for a year. If this Memorandum of Understanding were not approved, they would have to negotiate this article 20 to continue for a full year and it could be they could come to the table and come to an agreement within three months. So, it's absolutely incorrect to say that we don't have the entire contract. What you are improving tonight is an extension for one year of the entire contract and that includes paying people for 4.5 days to stay at home in addition to the overtime pay. One of the things that was said that makes no sense to me as a labor and employment lawyer is that we were told that these folks were non-exempt and they are typically entitled to overtime and the contract says if an officer is asked to do training beyond his normal hours, that could mean a variety of things. What it could mean is if they are asked to do training after they have worked eight hours in a particular day, if they're non-exempt, they get paid time and a half overtime for that training. They have to

be paid for the training. They would have to be paid time and a half. The concept introduced here tonight that it could somehow be negotiated away by a private contract or agreed not to be followed is baloney. There are damages under the law if you violate the overtime laws. You can have criminal prosecutions for it. It is just baloney. You cannot trade overtime for four and a half days off. These guys have to be paid both. If we approve this union contract, they have to get that 4.5 days and they have to get overtime so if, if we have for instance, by way of example, the patrol officer does two days training; the contract is very vague and poorly written about how many days of training they have to complete in order to get 4.5 paid days off; It doesn't say. So, we should eliminate article 20 for that reason alone. It doesn't say how many days they have to come five minutes before their shift whether it's 10 days or 20 days or two days in order to get 16 hours off for just five minutes so it's poorly written for that reason as well. Moreover, if someone is working under State overtime laws, if you work less than 40 hours a week, but work more than eight hours in a day, you have to get paid overtime for the amount of overtime you worked in that day. So, if somebody works eight hours of overtime in a day on a day that they have already worked eight hours and they are non-exempt, they have to get paid time and a half for those eight hours. It cannot be negotiated away by some separate agreement. It is a matter of law with damages for violating it and potential prosecution for violating it and that would mean that they would get paid for those eight hours the equivalent of 12 hours. Plus, under this agreement, since it doesn't say how many hours you have to complete, you would then get an additional 4.5 days which would amount to getting paid for 12 hours plus those 36 hours, you're getting paid, what is it 48 hours, (I hate to do math again because I screwed the last one up). Forty-eight hours for eight hours worth of work. That's ridiculous. When we talked about this with Mr. Chetcuti in a hearing a couple of years ago, he said 'That provision has got to go.' That provision actually cost police management a lot of time because these officers, Foti has to cover for these guys. When you have somebody who is entitled to two weeks off a year, which is 10 days, because for the first couple of years they are entitled to two weeks, it goes up to three weeks, etc. but if you have somebody who is entitled to two weeks, a junior patrolman, and he then gets an additional eight days because of this article 20 provision, he goes from 10 days to 18 days. When you multiply those eight days out by 64 police officers, it ends up being 2.2 full-time police officers. I sometimes hear from Foti that somebody is away on pregnancy or somebody is away at the Iraqi war and he needs some coverage. This is a wonderful way for us to have 2.2 police officers available. We should not be doing this. This provision makes no sense and, by virtue of us approving this MOU, we are approving this provision. I was very clear, for the last couple of years ever since this came up in an RTM hearing that in 2020, I'm looking for this provision to go. I'm not going to approve this because it's an outrageous provision and I started off this whole thing by saying I am not one of those people in favor of defunding the police. I think that's an absurd idea. Nothing that I'm saying should be read as criticism of the Police Department and the job they're doing. It is simply my instinct to follow this Alan Greenspan admonition that you are careful with every single dollar and cent along the way and somehow without giant pieces of pain to one budget or another, if you just do a little bit of discipline everywhere, you will finally have enough money to make a balanced budget and that's why I am suggesting this because it's the responsible thing to do. There isn't 2.5 percent inflation so we should make it geared to inflation.

Mr. Liccione:

This is to the Chief or Gary. We talked in Employee Compensation about retention of police officers. Can you explain with contracts like this about keeping employees employed in our department and also, how contract negotiations will deal with the Police Commission part of it or if that's going to be a part of it.

Chief Koskinas:

I think there are several questions inside that one question. The current times are certainly creating more and more issues for recruitment. Obviously, COVID was only part of it. That slowed down chances to fill vacant positions but we are also facing the challenge that there are not a lot of people applying. Andrew Colabella said policeapp.com have seen an incredible decrease in the number of people that even go to the site to apply for these jobs currently. I'm bringing this up only because I was asked. Certainly, retention has become a problem. We worked very hard to hire a minority officer who worked several months with us. When our new contract went into place, he found a city department that offered much better compensation at the time of retirement for him and his family so we did lose our only African-American officer. It took an extensive time to hire him and bring him in to our family but, due to the benefits, he did leave and go to a city department. It was a little disheartening and that will certainly make it harder with the current climate. The second part of the question, for the last four and a half years that I've been Chief, every one of our hirings has included members of the Board of Ed., TEAM Westport and the Selectman's Office and other RTM members have sat in on the interviews. They have had substantial input on who gets hired, who proceeds to make it to the Chief's interview so that's also something we're very proud of. If you are seeing a lot of demands throughout the country, you've seen the #8 demands. I'm very proud to say we've posted it on our website and the town website. Not only do we meet those eight expectations, we exceed most of them. That's because the town has made the substantial investment in accreditation both financial and time in accreditation and the training. That is, in part, due to the training budget that the RTM votes on year after year to support our training so I can't thank you enough for that.

Mr. Liccione:

Going back to the commission part of it, can you explain...

Dr. Heller:

That is not part of the agenda this evening, Mr. Liccione. You can get an answer to that at another time.

Mr. Braunstein:

I want to start off saying that Ms. Hamlin's point is absolutely valid. She's right and Gary helped elucidate this earlier. In effect, we are, in fact, negotiating the entire contract tonight. I also want to say that Mr. Friedman is spot on as well. He echoed what Ms. Hamlin said and what I referenced earlier. The increase is potentially a troublesome increase in my mind because of the magnitude relative to inflation. We've all established that point. I am going to vote for the agreement of the MOU tonight with reservations

around the magnitude. I wanted to have a quick follow up, maybe from Gary, in relation to what Ms. Scheeman mentioned earlier, what the process here is. If a vote didn't occur, is that even a possible outcome? If it was not passed tonight, wouldn't it, in fact, let me ask a question instead of making a statement: If we get to the next point where we are negotiating if we don't approve it tonight, I assume it would be in the next six to 12 months, potentially 18 months, would there be ample precedent, Gary, for there being a retroactive increase once the next round of negotiating were to occur?

Mr. Conrad:

That would be part of the negotiation. I had called Floyd Dugas who is our labor attorney. He's our expert on this. I'll defer to him and he can fill you in on the process, what happens if you vote for it or against it. He can cover that in a couple of minutes for you.

Mr. Braunstein:

I'd just like to clarify, when we have negotiated previous contracts, whether it is police or fire or other bodies in town, how often do we do a retroactive recognition that the contract has basically been flat during the negotiating period?

Mr. Conrad:

The majority of times, and Floyd can attest to this, there are usually retroactive salary increases. It's not that often that there are retroactive increases in the health benefits so very rarely does that come into play so it is retroactively the salary increases and sometimes the steps. Floyd has been through many more contracts than I have so I'll turn it over to him.

Mr. Dugas:

As Gary pointed out, it is typical that if the settlement is reached after the effective date of a new contract, that the wage is retroactive; however, it doesn't have to be that way. It is a negotiable point. In recent years, it has become more of a debatable issue. I'd still say, more often than not, it is retroactive but it is certainly a negotiable item. In terms of the process, this has the same effect as a full collective bargaining agreement. For one year with the extension, everything else is the same. What that means is, if you vote to approve the contract, fine; if you vote to reject it, we'll go back to the bargaining table and if you do nothing, don't vote, then the contract will become binding on the town. Those are the options and the outcomes.

Mr. Braunstein:

I just have a quick follow up. I also felt that Chief Koskinas might have wanted to provide his own point of view of the ways the extra days that Kristan was highlighting worked. I would like to give Chief Koskinas the chance to give his point of view on that topic before we move on.

Chief Koskinas:

I almost feel I owe you an apology in that in the last eight years I have failed to clarify what the training days are. The officers do get eight training days. It is by contract. On those days that they do come in for training, it is exclusively on their time off. They do not

receive any additional compensation, not even differential pay if it's after hours. There is no overtime added in any shape or form in addition to coming in for the training day. Mr. Dugas has been part of those contracts time after time. Mr. Conrad is there. I can't emphasize enough, there is no overtime for those days. One of the questions that was brought up, the five minutes is for every one of their work days including the days that they work overtime. They do not get compensated for the five minutes coming in early. It is assumed they will get there five minutes early, not just their working days. If you were just to do their regular working days, it would come to about 3.25 days off. In negotiating with the town, I think I did very well by negotiating it down to just two days for coming in early to prevent overtime on either side. There are some very good things that the town has negotiated working with the union to bring to the table. When this was brought to my attention as far as the 2.5 percent increase, please understand, we are facing some of the most difficult times. We are asking officers to do things that they have never had to do before. The variables continue to change every single day. The first days of this, we had to go to a model of not penalizing officers for taking sick time. We urged them, if they felt sick, not to come in and infect other officers and potentially their families. If you can't see the potential for abuse of sick time when that happens, it would be huge. I can tell you, not a single officer took advantage of that. Through temperatures and testing, we had to tell officers to stay away because of the commitment they felt to their community and the officers they were working for. I understand if we look at inflation that 2.5 may seem very rich today but the time that we are asking these men and women to do what they're doing when every other union body in town is receiving 2.5 or three percent, I am respectfully asking that you reconsider, think long and hard. Because of what we are seeing nationwide, do we want to punish this group of men and women or reward them for not doing the things we are seeing throughout our country. In closing, I respect your decision, whatever way it may be and I thank you for your time.

Mr. Braunstein:

I will just say thank you Chief Koskinas and I will repeat, I am going to vote for this. I just wanted to make sure we all understood that there could be an opportunity to address this retroactively if the contract were not approved this evening. I am going to approve it myself.

Jack Klinge, district 7:

Thank you. I have been sitting here for the better part of an hour and a half and making a list of "druthers". One of my druthers is that we approve this tonight and move on. Another *druther* is, if I could do it, I would probably be more happy with 1.5 or two percent, given the cost of living but I understand all the vagaries of what is going on right now and why that's not really a practical thing to debate and vote on tonight. I happen to think giving the 2.5 percent raise in this extra year puts the town in a much stronger bargaining position for July 1 of next year. So, I'm not unhappy about that, actually. Finally, my last *druther* would be that we do get started in light of all the issues raised tonight as soon as possible on the contract that is going to start July 1, 2021. Let us not put that off any longer than we can reasonably, given the work load and so forth. Those are my druthers. I support this tonight and I look forward, next May or June, voting on the next contract.



Mr. Gold:

These are for Mr. Dugas. Floyd, assuming we approve the MOU tonight and then start negotiating for a new contract, I'm assuming and correct me if I'm wrong, the new contract would be retroactive to this past July 1?

Mr. Dugas:

Maybe I'm misunderstanding the question but if you approve the MOU, that wage would go into effect July 1, 2020 through June 30, 2021 and then the next negotiation, that increase, if any, would go into effect 7/1/21.

Mr. Gold:

Let me be clearer then. If we approve the Memorandum of Understanding tonight, I understand that the wage increase will be 2.5 percent for a year and all the other provisions of the contract will stay the same. But when we go into negotiation, whether it be next week, next month or two months from now, on a new contract, will all the other provisions of the new contract except for the 2.5 percent be retroactive to this past July 1 or will they be prospective only?

Mr. Dugas:

All the other provisions will remain unchanged so if you were to negotiate a change in something next year, typically, that would go into effect July 1, 2021.

Mr. Gold:

So, basically this is a one year contract extension and when we negotiate next week, next month, or two months from now, it will be for the contract beginning July 1, 2021.

Mr. Dugas: Yes sir.

Mr. Gold:

You're going to love this one... Since this is a contract extension, are we not voting *not to reject* rather than voting *to approve*?

Mr. Dugas:

I think you're probably confusing it with the teacher contracts. The statute is actually worded that you have to vote in the negative. For this contract, you don't have to do that. Voting on the extension, if you are in favor of it, you vote to approve it. If you are against it, you vote to reject.

Mr. Gold: And we don't need a super-majority, just a simple majority.

Mr. Dugas: Correct.

Mr. Gold:

The last point is this. Two and a half percent, two percent, whatever, it's not just a salary. That money goes into pension calculations and other things as well, correct?

Mr. Dugas: Certainly.

Mr. Gold:

Does anybody have an idea of the total cost of the contract with the 2.5 percent?

Mr. Dugas: I do not. Mr. Conrad is waving.

Mr. Conrad:

The 2.5 percent goes against base salary or hourly wages, overtime wages, anything that is tied to a wage. There are about 20 different categories that includes. It's training hours, etc. As far as pension, pensions are based on salary and overtime is not included in pensions. I would never recommend a negotiation on that because that could be driven up so high. So, it's base pay and small stipends that go along with that. If they don't pass certain physical exams, they are not awarded that. It's not any overtime, outside duty, anything like that. That would drive a pension to limits you would never approve.

Mr. Gold:

As I understand you to say, this goes into base pay which is used to calculate pensions. We've heard figures today that the total cost of this is about \$35,000. My guess is that's the salary cost, not the all in cost. Do we have any idea what the all in cost of this would be?

Mr. Conrad:

I think when you are referring to the \$35,000; that is the difference between the two percent and the 2.5 percent. The total cost and the current balance on this is \$175,000. That includes Workers Comp and other essential benefits to that. As far as the calculation for pensions, you would assume that would go up 2.5 percent. That is already taken into our actuarial calculations. If you look at the actuarial reports, they actually predict the salary increase to be much higher including steps and inflation which is somewhere around three percent on salary increases. That's already been taken into effect into our actuarial calculations which is what we fund every year. Remember, we renegotiate the contracts for fire, police and public works and we saved \$80 million dollars over the next 20 years. That's how we got our budget to where it is this year. We were able to have a tax decrease. That's all taken into account in our calculations going forward for budgetary purposes.

Mr. Gold: Thank you, Gary. I appreciate it.

Ms. Batteau:

The \$175,000 has been taken into account in the current budget. I think I remember reading it. Gary?

Mr. Conrad:

Yes. When we do the calculation of the mill rate, we include our estimate of costs including legal costs and things like that. We put that into the tax calculation so it is budgeted for.

The budget number was \$175,000 and the calculation that we did was within a couple of hundred dollars of that on an actual basis.

Ms. Batteau:

Thanks. So, going back about an hour or so, we're not having a discussion of whether or not we're negotiating individual points, negotiating a new contract, which points we might be wanting to renegotiate, which clauses we might want to change and so on and so forth, what the timing would be. We're deciding whether or not we're going to up or down this resolution. If we don't pass this resolution, what we're doing is sending this back to the negotiators and saying you have to negotiate this now. So, what we're really doing here is deciding whether or not we want to allow the negotiators not to have to do their negotiations over zoom. That seems to me to be a slightly punitive request to make to them, so I'm inclined not to. I think people have made good points but going back to a statement made an hour ago, I think that all of these things need to be discussed when we have contracts in front of us and when we have time for everybody on the RTM and anybody else who wants to discuss what kinds of things we want to be cognizant of when the negotiators actually take their requirements for the new contract. I think a lot of things that have been talked about help our people now understand whether they want to approve or disapprove but it really is an up or down decision that we need to make about whether we are going to make them go back to the bargaining table right now or are we going to approve this which has already been taken into account in our budget and perhaps in three months or four months have a meeting in which we can discuss what we would like to see taken into account as the new contracts are negotiated. For me, for the amount of money and all the other good points that people have brought up, I still think it is somewhat punitive to ask people to go back to the bargaining table right now so I'm going to support this. At the same time, I also want to be cognizant of the fact that when increases are negotiated next, we want to remember that many of us wanted to give less than 2.5 percent increase now so when we increase over that, we want to be aware. But I am going to support this and get on with it.

Ms. Schneeman:

I thought it was important to make a distinction for us all going forward between inflation and cost of living adjustments. I probably should have mentioned this earlier. I'm also not an economist but I'm married to one. Inflation is essentially a national number. It's an average of a set of goods and services across the country. Cost of living is a number that is specific to a city or region and it varies a lot across the country. In New York City, the cost of living for a specific set of goods and services is \$100,000. The same cost of living for the same set of goods and services in Chapel Hill is \$42,000 so what we're talking about are cost of living adjustments not inflation adjustments. I don't know if 2.5 percent is the right number in this area but it is almost certain it is higher than the national inflation rate. I just wanted to make that point.

Mr. Mall:

As it has been pointed out, we're in trying time and we're not talking about normal negotiation process and following a certain timeline. We're dealing with a pandemic and one of the things that I remark to family and friends is how well we have handled the

pandemic crisis here in Westport. It has to do with town leadership. It has to do with first responders. I am feeling very strongly about this. We have asked our responders to put themselves in harm's way and they take whatever they have encountered that day back home to their family. I've discovered how non-essential I am. I don't know about the rest of you but I am going to be one of the last people to be asked to come back in from hiding and just to stay home. Our first responders are the ones that are out there. They are doing their jobs and I feel really adamant about this. We have a morale issue that we have to address. We have to run our town. We have to keep it going. We have to respond to the people of Westport and our police officers are the first ones to do it. As far as negotiations, if anyone has some recommendations or suggestions that they want to put in the next round, I would suggest you submit to the administration what you think are key items that need to be negotiated. You may think there is something that can be negotiated away but the union has a say in this too and they may say "no." So, put together what your package is, what you would like to see in the negotiation and maybe it can be negotiated and maybe it can't. But to try to renegotiate a contract, by the time it gets to the RTM, it's too late. So, I would ask you tonight to extend this for one year and give the police a 2.5 percent increase which they are earning for their service to the town.

Mr. Falk:

I agree actually with Lou. I think we should put this through. I think we need to really renegotiate this contract though because it's just awful. The next chance we'll get to start doing this is January 30 because on December 30 we'll be able to request a negotiation for 30 days after that and the way these things go, people are going to drag their feet as much as they can. Our police actually have done a fantastic job. I was at the eight o'clock meeting this morning although having the meeting over Zoom is impossible to do but here we are. We need to renegotiate this. This is awful. But here we are. I'm still not sure if I'm going to approve it or now but, wow, is it awful.

Mr. Lowenstein:

I've learned a lot that I would have learned at the committee meeting, had I been there. I want to ask Mr. Dugas a question. How does this police contract compare with the Fire Department contract in terms of percentages?

Mr. Dugas:

I don't have that in front of me so I can't compare. My recollection is it's in the same ballpark but I don't have those numbers.

Point of order, Mr. Wieser:

As we continue, I wonder if those comparisons are relevant to the conversation of raising this amount. I would think keeping the conversation to this is a useful thing.

Mr. Lowenstein:

It's just an observation, Jeff, but I'm looking for equity. If Mr. Dugas had had the answer, fine but he doesn't have the answer.

Mr. Wieser: There are so many differences that it is getting into a whole lot of weeds.

Dr. Heller: I think Mr. Lowenstein should speak to the merits of this contract at this point.

Mr. Lowenstein: I think my question was relevant to the importance of the contract.

Mr. Friedman:

[Inaudible]... hours a day, hammering out contracts of all different kinds. Given the unease that I'm sensing that a lot of people have about the magnitude of this raise at this time, if the answer really isn't to vote no tonight and then go back to the negotiating table tomorrow with an eye to put in some sort of raise that will be retroactive but is more aligned with the projected cost of living at this time, being mindful that we are in the midst of an historic GDP contraction and the economy is trending down, 2.5 percent, I think we're having problems with right now; I think, rather than swallow it and push it back another year and have it then build into the raises of the next 10 or 20 years. One of the lessons I learned early on was the power of compounding interest and over time it just gets bigger and bigger and bigger. That's why you can save a relatively small percentage of salary and still retire. I wouldn't minimize the impact that this raise could have over time. I would feel more comfortable if it weren't a one-off that served as a base but rather negotiated in the context of a multi-year agreement that took into account all of the different concerns that people are sharing tonight.

Ms. Hamlin:

I want to address a couple of things that my colleagues mentioned. Wendy's comment about are we forcing people during the pandemic to start negotiating. I want to put your mind to rest, Wendy. That is not true. Typically, we have a long history in this town of taking a long time to get negotiations going and what we have done in the past is oftentimes once it's finally approved, it's retroactive. So, for instance, in this case if Mr. Dugas and Howard Simpson decided it was taking a long time to do it by Zoom and they wanted to pick it up when Zoom was no longer necessary and they could do face to face, in the meantime, everything else kind of stays the same. The 2.5 percent increase would not happen but we wouldn't be locked into a one year freeze of all of these other terms. What we're approving here is that everything that is bad about this contract absolutely becomes solidified for another year. So, we're not requiring people to go back to the table tomorrow or in three months. They've taken a long time sometimes. Floyd, you can tell me if I'm inaccurate about this but I seem to recall there was a time where there was a contract that had expired a year before and we were still working on it. So, sometimes that happens and it could be that the pandemic will slow things down but that doesn't mean we are forcing people to negotiate in the next month. With respect to what Lou raised, that we should tell people our ideas, I did. I contacted Mr. Dugas directly by email probably three times over the last few years. Mr. Chetcuti knows that this article 20 is something I found unacceptable and unfair to taxpayers and unfair to our other employees and, yet, here it is, 2020. They told me 'We're going to be renegotiating in 2020 so we'll look at it at that time.' And you know what? They didn't. They sat on it, didn't press the issue and now they are asking us to approve it again. I won't. It's a bad provision. It's unfair to the taxpayers and those are actually my constituents. They are actually your constituents, as well. The Police Department is not my constituency. Nothing that I have

said here is to derogate in any way the work that the Police Department has done. It's just because I have a fiduciary obligation to count nickels and dimes, tens of thousands of dollars here and hundreds of thousands of dollars there to insure that we have a balanced budget in a crisis situation. That's what we're supposed to do. We might not get paid to do it but we are still supposed to take it seriously when we raised our hand and swore we would represent our constituency. Finally, with respect to COVID-19, I understand that it may make people feel somewhat emotional but I do want to assure everybody that I had discussions about this a couple of months ago in one of our Public Protection meetings about what the effect was because I had noticed that crime had actually gone down with COVID-19. Obviously, stores and buildings are shuttered. There's a lot less shoplifting going on. People are expected to stay in their homes. So, with the exception of domestic violence which, apparently, has gone up because people are shuttered in their homes, crime all across the United States, particularly violent crime, has gone down. So, I was asking about that and I also asked about the incidence of COVID-19 with our Police Department. I was told that one police officer got it from his wife who was working in health care or something like that. None of our police officers have gotten it. We also know we have an SRO that we have been paying to work in the schools and the school have been shuttered. We have not required the police to work at the fireworks. COVID-19 could, theoretically, put our police at risk but hasn't. In fact, crime has gone down so the risk of being involved in violent crimes has gone down. So, I did ask about that because that was a concern of mine. The people who are at risk are the people who work at Walmart and Stop and Shop and things like that. I know that Foti has done a really good job of providing PPE's for our Police Department and they've gotten all the masks that they need and they have been prioritized to the effect. So, those are the three points that Lou and Wendy have brought up. I don't think that it changes my mind. I'm not going to ask you guys to go back to the table today. I'm not going to approve the continuance of this contract because it's not good. It's not reflecting the proper inflation rate. Everything will probably be retroactive. It will happen in due course. There's no reason for me to approve this because no one has really done their job. I have been talking for three years about changing that provision and nothing has happened, no discussion, no feedback to me. I promised I wouldn't approve a contract if it had it in it and I won't. I want to say this has nothing to do with a criticism of the merits of the job the Police Department does. I would be doing this with respect to every single contract that comes to me in the next many months because I think we're in a financial crisis and I'm not going to be a Pollyanna about it. I'm going to do my job for the taxpayers and I hope my colleagues do the same, do what's right for the constituents. This town has a lot of people who are hurting and in pain financially. We have to be responsible, cut a little bit here or there in a way that's fair to everybody.

Dr. Heller:

Before we go to another third round which we don't normally do, but I had muted someone so it was fair to allow her to finish, I'm going to go to Mr. Mandell for a second.

Mr. Mandell:

Madam Moderator, I think you were very generous to allow Ms. Hamlin to have a third round. I think she has a lot of good points and it's very important to hear what she had to

say. I think the important thing is this contract was already agreed to so we are actually not doing anything that was not already agreed to. While there are problems with it, I think we need to fix it moving forward but I don't think the 2.5 percent, which is really the issue here because the contract already exists, is what is on the table. It is not enough for us to say no at this point but we should move forward and try to figure out how to adjust it properly in the next round; if it is six months from now saying 'Look, you already got the 2.5 percent, we don't need to give you another raise for another 18 months because you've already gotten something built in.' However, Mr. Dugas and whoever does it can figure out how to make us whole and make the police whole as well. Nobody wants to harm them but nobody wants to harm the taxpayers. I think that's the way we move forward and I think this has been a vibrant discussion tonight and I think it's time to give the up or down on this one.

Dr. Heller:

Thank you Mr. Mandell. Before we do, I would like to let Mr. Wieser put his two cents in.

Mr. Wieser:

I'm good. I think my points have all been made three times. I'll just point out that I texted Velma to ask to speak because I'm a co-host and I can't raise my hand. But my points were made so, thank you.

**By show of hands, the motion passes 26-2-2; Opposed: Friedman and Hamlin; Abstaining: Falk and Lowenstein.**

Dr. Heller:

Thank you very much. Thank you for coming. Those of you who were here, we really appreciated your thoughtful remarks. It was a really good discussion.

**The secretary read item #4 of the call - To amend changes to the Town of Westport 401K Plan which amendments have been approved by CoronavirusAid, Relief and Economic Security Act (CARES Act) to provide relief for participants as a result of COVID-19 with an effective date of January 1, 2020.**

### **Presentation**

Mr. Conrad:

As we move through this, it gets easier and easier for us because the government has gotten together on this. The IRS released last week that they agreed with the CARE Act as far as the required mandatory distribution for people who are over 70 ½ so even though we have it written in here, one of the best things we thought about this act has actually been relieved from us. We can still keep it in the plan but the IRS has said they've gone back to January 1 already so we have to comply with that. We don't have to write that into the plan. The only thing that is out there at this point in time is the distributions that people would want to take. They would want to take a loan or the distribution from their 401(K) plan. Previously, we had a part of the plan that would allow them to take \$50,000, the maximum they could take from each one of the plans and the CARE Act now put it up to

\$100,000. They have to be vested in that. They cannot draw on anything that they are not vested in. So, that relieves us of some responsibilities there. In addition, we recommended that it goes back to January 1. That was because we wanted to cover the people who wanted to leave the money in there and the other piece was the retirees over 70 ½ so that came off the table. You can still keep January 1 because nobody can withdraw it until you approve this amendment. The other highlights of this are some of the taxes are waived if they decide not to repay it. There are no penalties from the 20 percent tax mandatorily withheld from that. They would get the full \$100,000. In addition to that, there is a 10 percent early withdrawal penalty on a normal distribution if you are less than 59 ½. That has also been waived under the CARE Act. That would also be written in. The other option is they expand it, it can be paid back over a three year period. It's all part of the CARE Act. We just have to make a very simple amendment to do this. So far, we have only had two requests that people want to withdraw money on this. The other side of this, we have had big discussions is what is our fiduciary responsibility on this. That sort of laid it back onto the trustee who is Wells Fargo. They went through this at great lengths and they felt that it was a large responsibility to take on for people they don't know if they were affected by this. So, they sent it back to the committee which is us. We don't know the individual circumstances and as it was originally turned out, it would have to have a direct impact on the individual, the employee. If it was their spouse or a family member, they would not be allowed it. As soon as that happened, it sort of opened it up. It impacts the family. People can't get daycare. They opened it up. So, it kept expanding and expanding. So, when we originally wrote this, it has changed dramatically. The Federal Government has taken over and the IRS has taken over so it's really thinning it down to now it is the responsibility of the person requesting the withdrawal. It's their proof that they were affected by this. It takes it out of our hands. It takes the fiduciary responsibility away from us. They will have to get an investment advisor or an accountant who does their taxes to more or less do the paperwork that says that it is a legitimate withdrawal, they were affected by COVID-19 and it puts the burden back on them. It relieves us of a lot of responsibility. We talked about this with Wells Fargo who is our trustee and Sharon Freilich who is our pension counsel. It has come down to a very simple thing that we'll allow it and it opens up for this one year period. If they decide to extend it, if the virus goes on, that's up to the Federal Government and then we'll come back and ask for another amendment to the plan. Right now, it's a very simple amendment, six items out there and it basically is compliance with the CARES Act.

### **Committee reports**

Employee Compensation, Mr. Mall:

After a short break, we reconvened our meeting on Friday June 26, at 11:45 AM via Zoom. The Employee Compensation Committee met to take such action to recommend to the RTM to approve changes to the Town of Westport 401(k) Plan that have been approved by the Coronavirus Aid, Relief and Economic Security Act (CARES Act) to provide relief for participants as a result of COVID-19, effective January 1, 2020. Attendees from Employee Compensation: Louis Mall, Chair, Peter Gold, Noah Hammond, Jimmy Izzo, Richard Jaffe, Sal Liccione. Absent: Jay Keenan, Greg Kraut, Lauren Soloff. Others in attendance: Personnel Director/Human Resources Director Ralph Chetcuti, Finance Director Gary Conrad. Background: Based on the recommendation of the Town's



pension attorney Sharon Freilich of the firm Pullman and Comley, Finance Director Gary Conrad is requesting approval to amend the Town of Westport 401(k) Plan effective January 1, 2020 to adopt provisions covered under the CARES act including 1) Coronavirus related distributions (CRD's); 2) Loan limit increase; 3) Loan repayment suspension; and 4) Required Minimum Distributions (RMD's) suspension. Discussion: A brief discussion was held. It was pointed out that this amendment does not have to be negotiated with any bargaining unit. The plan is voluntary. Action: A motion was made and seconded to recommend to the RTM to approve changes to the Town of Westport 401(k) Plan that have been approved by the Coronavirus Aid, Relief and Economic Security Act (CARES Act) to provide relief for participants as a result of COVID-19, effective January 1, 2020. The Employee Compensation Committee voted 6-0-0 to recommend to approve.

Finance Committee, Stephen Shackelford, district 8:

The Finance Committee met on June 23 via Zoom. As part of that meeting, we considered a request from the town's Finance Director to amend the town's 401(K) plan, the amendments Mr. Conrad just discussed. We had an extensive discussion with Mr. Conrad, much of which he just explained to the full RTM just now. The bottom line was, after consultation with the plan's trustees and with the plan pension lawyers, he is recommending that we amend the plan to add in all of the relief that is available under the CARES Act for a 401(K) plan. There is no relief available that he is not recommending that we enact. I did skip over, the members of the Finance Committee who attended this meeting were Jeff Wieser, Seth Braunstein, Jessica Bram, Rick Jaffe and myself. Also, Kristin Schneeman was present, RTM member, and Ralph Chetcuti, town Personnel Director and Gary Conrad, town Finance Director were present for the discussion. All the details are discussed in the email that is attached as backup material to the RTM meeting. We also discussed how the amendments' changes would be administered. Gary explained that to us. He also explained that we were permitted to take, actually were required to take the employee's word for it if they said they qualified for the relief so that makes it pretty simple. We don't have to assess the employee's eligibility for relief when they come forward to request it. We don't have to write any detailed eligibility provisions into the amendments which should be very simple. Lastly, Mr. Conrad explained to the committee if the employee fails to qualify for the relief, the town's 401(K) already has a hardship option and a general loan option, either of which can be used by someone who does not qualify as an eligible individual under the CARES Act. At the conclusion of the discussion, Rick Jaffe moved to approve the request to amend the Town of Westport 401(k) Plan to add the proposed amendments permitted under the federal Coronavirus Aid, Relief and Economic Security Act (CARES Act) to provide relief for plan participants as a result of COVID-19, Seth Braunstein seconded the motion, and it passed 5-0.

**Members of the Westport electorate – no comments**

Mr. Wieser read the resolution and it was seconded.

**RESOLVED:** That upon the request of the Finance Director, the changes to the Town of Westport 401K Plan which amendments have been approved by CoronavirusAid, Relief

and Economic Security Act (CARES Act) to provide relief for participants as a result of COVID-19 with an effective date of January 1, 2020 are hereby amended.

Dr. Heller: We have a motion that has been seconded.

**Members of the RTM – no comments**

**By show of hands, the motion passes unanimously.**

**The secretary read item #5 of the call - To approve the Fairfield County Dispatch Interlocal Agreement by and among the Town of Westport and the Town of Fairfield.**

### **Presentation**

Chief Yost, Fire Chief and Emergency Management Director:

This initiative started back in 2016 when my predecessor Chief Kingsbury and Chief Koskinas realized that it was no longer feasible to have two separate dispatch centers, one for police and one for fire. It became cost prohibitive and the State was no longer supporting it. They were not going to give us the 911 equipment. It was cost prohibitive. When I first became Chief in 2017, one of my first acts was to co-present with Foti a request to start construction on a joint police/fire dispatch center in the basement of the police station. It was not optimal but it was the best we could come up with at the time. Right after we got the approval for that, Chief Koskinas was able to secure an agreement with Fairfield to co-locate in a property on the Sacred Heart campus. We have a lease for 25 years for a dollar a year or 50 cents. That's our half. The document you have in front of you is the last step before we can start construction on a joint dispatch center where we will share 911 police/fire/EMS dispatching capabilities with Fairfield. This will save us money and potentially save us a lot of money down the road but, more importantly, this is going to increase our efficiency and our call processing time on 911 calls. We are going to see dramatic decrease in our response time in getting fire trucks, police cars, ambulances responding. The document, itself, has been two years in the making with representatives from both police, fire, organizations from both towns and, ultimately, both Town Attorneys working on this agreement. We think it's an excellent opportunity. This is going to be the first of its kind in Region 1, lower Fairfield County. Don't forget, most other areas in the country and some areas in the State have shared dispatch services. We are going to be the first in lower Fairfield County. By us building it, it's going to give us the opportunity to reap the benefits as more municipalities want to join in. We've already had interest from other towns but the goal is for us to start it. We're going to get it up and running and then we'll entertain other municipalities coming in and then we will see the reduction in our share of the costs. It's a pretty exciting time. It's gotten a lot of attention and we're very excited to start construction. Thank you.

First Selectman Jim Marpe:

This agreement, as Chief Yost has pointed out, has been four years in the making. It has involved a lot of negotiation and discussion but, as importantly, has built around a relationship that we have with Fairfield. I have been part of this negotiation with two

different Selectpersons in Fairfield representing both political parties so I'm very proud of the fact that we've established something, an inter-local agreement, which is still a rare thing in the State of Connecticut but one that we can be proud of and will be serving us for a long time to come. I am confident that we have the right mechanisms that if there are differences of opinion over some issue that might arise in the management of this facility, the management teams can have the opportunity to resolve it, the First Selectpersons of each community have the opportunity to resolve it and beyond that, arbitration clauses, as well. The hour is late but the opportunity is great. As Ms. Peters Hamlin was speaking about, this is the kind of savings here and there that make a real difference in the long run. This sets us up for a very long time of savings opportunity and, as importantly, as Chief Yost mentioned, efficiency, effectiveness and savings. This is the trifecta from the standpoint of trying to make our government run better, more effectively and more efficiently. I hope my words help you approve this, I hope unanimously, but I look for the approval from the RTM and I thank you for that.

### **Committee report**

Public Protection, Mr. Izzo:

The RTM Public Protection Committee meet via Zoom on July 1, 2020 to discuss and vote on the following RTM Agenda item: To take such action as the meeting may determine, upon the request of the Fire Chief and Police Chief and the recommendation of the First Selectman, to approve the Fairfield County Dispatch Inter-local Agreement by and among the Town of Westport and the Town of Fairfield. In Attendance- Fire Chief Yost, Police Chief Koskinas, Deputy Police Chief Arciola, Police Officer Sampson, RTM Committee Members- Jimmy Izzo, Noah Hammond, Seth Braunstein, Candace Banks, Kristan Hamlin, Rick Jaffe, Louis Mall, Andrew Colabella, and Dick Lowenstein. Chief Yost and Chief Koskinas made the presentation, and pointed out the value of this combined dispatch agreement with Fairfield Police and Fire. Westport is one of the few towns where our dispatch is separate which has caused a lot of inefficiencies as we've gotten to become a bigger town with more buildings, more commercial and more call volume. This will get us to be more efficient with a state of the art facility. One of the questions we had from the committee was opt out language, who are the employees, who is paying what percentage of dispatch and employees, when is the dispatch going live, and what are the dollar savings for Westport. All of the questions were answered to our satisfaction by both Police and Fire Chief. We engaged in a 40 minute discussion to answer questions and concerns, not quite the two hour discussion we engaged in tonight. The committee voted unanimously to approve this action.

### **Members of the Westport electorate – no comments**

Mr. Wieser read the resolution and it was seconded.

**RESOLVED:** That upon the request of the Fire Chief and the Police Chief and the recommendation of the First Selectman, the Fairfield County Dispatch Interlocal Agreement by and among the Town of Westport and the Town of Fairfield is hereby approved.

Dr. Heller: The motion has been made and seconded.

## **Members of the RTM**

Ms. Hamlin:

Point of disclosure, I was the person who moved to approve this and I really like the idea of shared services. I think it's a great way for us to have economies of scale. I do have one question, though. It was a very good meeting because Chief Yost and Chief Koskinas gave us really good thorough answers to our questions. Ultimately, there was one point that I made that I think both Chiefs really appreciated. That was with respect to paragraph 6-H. Because we are going to be a customer in this arrangement, we will be paying to Fairfield in response to bills that they send us. I had noted that paragraph 6-C which refers to ratifying members, which would be towns like New Canaan and other towns that would join in the future, they had certain rights to review the bills, reject them, contest them and Westport was referred to in 6-H with no such provision. When I was looking through our materials tonight, I saw the language was different from what we reviewed in committee and what was provided to us tonight. The prior language that we have said here in 6-C, if I could just pull it up here because I was concerned that what was sent to us by Chief Koskinas was different from what we're reviewing here tonight. There was a provision that said (6-C)

Provided however that a ratifying municipality may contest any service fees if it reasonably believes that certain charges reflected therein are inappropriate or questionable (paying all charges that are appropriate) and once the matter is resolved, the contesting ratifying municipality shall pay the appropriate charges within 15 days thereafter. Interest will accrue at a rate of 18 percent per annum on all amounts that are overdue and shall not be considered revenue to the Center.

I had mentioned that that was the kind of language that Westport needed in 6-H. It was in 6-C but not in 6-H. Foti wrote back and said 'Thank you. I will take this up with the lawyers.' Now I'm looking at a version that doesn't have that red-lined language in 6-C. I thought rather than eliminating it in 6-C, we should insure that we have that kind of protection in 6-H so we don't just have to pay whatever bills come our way to Fairfield and basically be supplementing their budget and have no rights to contest or challenge incorrect bills. Instead of getting the language protecting towns like New Canaan, ratifying members, we seem to have deleted that. I don't understand why there's a difference between what we approved in committee or saw in committee and what we, as a general RTM, are looking at right now. Chief Yost, could you explain that to me?

Chief Yost:

That language is in 6-H but we brought your questions up to the Town Attorney and I believe she is prepared to answer them.

Eileen Lavigne Flug, Assistant Town Attorney:

The version that I have which I believe is the final version does have the language in 6-C. It's the version that says on the first page on the upper right hand corner "Revised by Jim Baldwin, 6/17/20." The red-lining that you see, those are the comments by the attorney for Fairfield who made these and added some language. That's what you see in red. The attorney for Fairfield added the check for the ratifying municipalities in 6-C. Could it be in the Westport side? It could be but it's not necessary. It's not even necessary, to

our mind, in 6-C because 6-E provides for the budget to be prepared and the budget includes these service fees. The reason that the ratifying municipalities need the extra protection is because they are not on the Control Board that actually sets the budget but Westport is. Westport and Fairfield have equal representation on the Control Board and will equally prepare the budget which sets those service fees for everybody to pay and which also sets the other costs that Westport needs to pay. So, it's really not necessary for Westport to have that kind of mechanism to dispute the bill. In fact, if there is a dispute about anything, there's a dispute resolution procedure that's in the miscellaneous section of the contract, section 11-I. So, it's really not necessary to have it in the Westport provision because a) the risk is low and b) there is a dispute resolution procedure.

Ms. Hamlin:

Isn't the budget something, are you saying that there could never be any fees that exceed the budget; for instance, we have a budget every single year but then we have extra bills that come to us month to month that we have to approve because of certain extra costs. It was my impression from the presentation that we received that in addition to setting the annual budget, there could be additional cost allocation or request for payments that would be made to us depending on usage. Is that not true?

Ms. Flug:

I would throw it back to Chief Yost to answer that question because I wasn't at the meeting but it seems to me with Westport having equal representation on the Control Board that any financial aspects would have equal input by Westport. Chief Yost, do you have anything different to add about that?

Chief Yost:

Westport and Fairfield are equal partners on this. If an unforeseen expense comes up, at this point, where it's just the two of us, we are going to take care of that. There has to be a mechanism in there as we have other municipalities in there later down the road. Right now, the initial build out is going to be 50 percent for each municipality and operating-wise it's 30-something percent and 60-something percent. We are not splitting the operational costs because Fairfield is a much bigger department, bigger town, with more call volume. That was our basis.

Ms. Hamlin:

What we got in our RTM packet excludes that language that I just read that was in 6-C. Why is it that we are approving something different from what the committee saw?

Chief Yost:

The document that I'm looking at is what Attorney LaMonte gave me and he said this is the final for the RTM and the Fairfield RTM. I think what you were sent by mistake from Foti that morning was one of the red-line versions that was the back and forth between Doug LaMonte and the Fairfield attorney. It was down to the last week where they were red-lining.

Ms. Flug:

One benefit of not having that language, the specific dispute resolution procedure for billing, one benefit for Westport is that we already have a dispute resolution procedure that applies to everything in the contract. If there were a dispute, we wouldn't be charged the 18 percent. That only applies to the ratifying municipalities. Our dispute resolution procedure in section 11-I doesn't have a charge of 18 percent.

Ms. Hamlin:

But there will be bills that reflect additional cost allocation to us over and above the annual budget, right?

Ms. Flug: I'll let Gary Conrad answer that.

Mr. Conrad:

This is no different than the outside agencies that we support. If you look at the health district or something like that, you put a budget together and then it goes to Jim Marpe and myself and then to the Board of Selectmen. There's a process set out. If they expect to go over that, they would have to come back for another appropriation and if the appropriation is above \$20,000, it would go to the RTM. So, you'd have a second bite at the apple to say 'I don't agree with this.' You can dispute it.

Ms. Hamlin:

That was something that I thought would be helpful language for us to have. Thank you for addressing it.

Dr. Heller: Time is up. Thank you Ms. Hamlin.

Mr. Falk:

Thank you Madam Moderator. I just want to say I am so thrilled to see this finally showing up here. Before I was an RTM member, I remember back in February when the software was approved for this and hopefully now everything has been converted and we've just been waiting on Fairfield. This is great. We'll merge our systems. Dispatch will be better. There will be savings to the town. Hopefully, we'll get more regional community together. I have a curiosity about what will happen to our current dispatch? Will that be saved as a backup dispatch? Or will the room be repurposed for use of the police and EMS? It's really just a curiosity but I think this is fabulous and yes.

Chief Yost:

Like I said, there are two dispatches, one at the Police Station and one at the Fire Department. They are not going to be backup. They are beyond their useful life. Obviously, we'll keep them up to make sure everything is smoothly running at the Fairfield Center. Our room downstairs is the female bunk room. Back in '89 or '90, somebody made the decision: 'Let's just use this room. We're not going to hire females.' Now I have two females and I'm hoping to get more over the years so I definitely need that space back. I'm not sure what plans PD has for theirs. Theirs is part of their space for the public. I'll let them answer that. Did I answer all your questions?

Mr. Falk: That was the only question I had. That was me saying "Yay. Go team."

Mr. Liccione:

Can you tell us what the costs will be down the line to get this operation started?

Chief Yost:

I'm going to defer to my money guy, Deputy Chief Kronick who is on the meeting.

Deputy Chief Kronick:

Up to this point, we have been talking strictly about the dispatch center and hardware and software and the things that make it possible to dispatch. We already approved the money to do the combined dispatch where the Fire Department would combine with the PD. So, we already have approved all the capital funds we need to do this job. This inter-local agreement, once it's approved, will allow us to start the process. What's not included is a radio system and we've been working with our vendors in Connecticut and other municipalities and later this year we will be coming forth with a proposal for replacing the existing radio system with a new one. We are still waiting for the pricing. We are going onto the State radio system. A lot of communities are doing that because the systems are getting incredibly expensive. Up to now we've talked about the dispatch center, not the radios they use. Right now, we will be taking our existing radios and using it at the new dispatch center. We will be bringing a proposal later this year to replace it. We are about three years behind for replacing that. I hope that answers your question, Sal.

Chief Yost:

If I could also just tack on, the State of Connecticut, for us combining our 911 center with Fairfield will give us a grant, in this case, up to \$240,000 because that is one less dispatch center that they have to support. So, there is an immediate savings that we are going to see right off the bat.

Mr. Liccione:

Mike and Rob, can you explain how our response times will improve with this change?

Deputy Chief Kronick:

I can explain that. With our current system, if you dial 911, it goes to the Westport Police Department. The Westport Police dispatcher at the Police Department starts talking. Once they have determined that there is a need for the Fire Department to be involved, they transfer the call and our dispatcher processes that call. That being said, it adds a lot of time. Every time you hand off a phone call or you have to talk to another person, it adds time into it. The industry standard which is set by the NFPA, they want one minute from the time you start talking to somebody to when they've dispatched the call. Right now, the town of Westport, for the last 10 years, has been trending about one minute 20 seconds which is not that good. Once we go to a larger center where there are multiple people working, there will always be someone dedicated to answering 911. There will be a separate dispatcher. So what happens is the dispatcher takes the call and puts it into the computer dispatch system. As soon as they know this is a police emergency or a fire emergency, they will instantaneously send it to the dispatcher and the units that need to

go. We will be cutting our dispatch time down significantly to the point where it will affect outcomes in the end. When you start talking about outcomes, the Fire Department always talks about fires but we find that cardiac arrests are our biggest time crunch calls. We've got about a six minute window from the time somebody's heart stops beating until they are brain dead. If we lose 30 seconds here and 30 seconds there, that affects the outcome for the patient. If we can gain 30 seconds because we got notified by the call sooner and we were out the door quicker, we will have better chance of favorable outcomes. I hope that explains that a little bit.

Mr. Liccione:

Thank you Mike and Rob and Foti. You do a great job and this will be a great system.

Mr. Mall:

Chief Yost, one of the things I came away from our committee meeting a little bit perplexed by is that we didn't have a target date to go live. I feel if we don't have a date that we're striving for that things will get pushed back further and further and further. This is a wonderful idea, cost savings, efficiency, you name it. I'm very enthusiastic about this but I'd sort of like to see a go live date that we're really striving for. Maybe things do go wrong but let's figure out when we want to be up and running.

Chief Yost:

Like I said at the meeting, I could pick a date that we'd like to be in but we are also beholden to the State of Connecticut for the fiber optic and they only come out at a certain time. My goal is to have a ribbon cutting in January. I'm kind of going out on a limb on that. We have to do construction on the site. We've got to get the hardware in there and get it up and running and start training for the whole transition. That's my goal. It might be that we're rushing it or we might trip over the State of Connecticut. Remember, they control the 911 stuff and getting that physically running and into the building. That could trip us up. Fairfield has this on their RTM this month as well. So, we can start construction and then it's just a matter of getting all the other pieces in place.

Mr. Mandell:

A quick question for either fire or police: What kind of synergies would occur in terms of coverage in doing this? So, if they field a call and it's on Sturges or it's on Long Lots near Hull, would Fairfield come if they could take care of it quicker, a fire or some kind of incident? Or are we still every man for himself?

Chief Yost:

That's an interesting point because we both police and fire these days are relying on mutual aid, neighbor helping neighbor a lot more than we did in the past. The beauty of this is having the same dispatchers in the same room. Yes, Sturges Highway, a Home Goods type call, they could have a unit right over the line and the computer could tell dispatch that they're there and get them there quicker. The person who needs help doesn't care what patch they wear. The same thing with fire. We already use all of our surrounding towns for automatic mutual aid anyway and this is going to make it faster



because our dispatcher isn't picking up a phone and calling Fairfield and saying 'Hey, we have a fire on such and such street.' It's all automatic because they are in the same room.

Mr. Mandell: Thank you. This is great. Thank you for putting this all together.

Mr. Klinge:

I just want to make sure that when you throw the on switch at the ribbon cutting that you've got a backup system in parallel until you're sure all the bugs are out.

Chief Yost:

Obviously, we're not going to unplug anything or throwing away equipment right away but we will have our backup and we also have our field communications truck which is ultimately backup as well. We have multiple redundancies but we're not going to take out equipment until we have a period of operational running.

Mr. Falk:

When we switch over, will both systems be up? If a call goes into the unified dispatch, if, for some reason it doesn't get there, will it show up on our backup?

Chief Yost:

I'm going to bring in my Assistant Chief Matt Cohen who is my technical specialist. He has been my lead point on this.

Assistant Chief Matt Cohen:

To address your question, there are currently already backups built into the 911 system so if a call goes offline, it will fall off to a predetermined location so the call will be answered by one of the predetermined backup locations. Also, we're not planning on fully abandoning dispatch capabilities at our current locations. Yes, the centers themselves will be repurposed but we plan on maintaining radio locations outside that 911 center so should that 911 call roll over to another center, that information can be relayed back to the local municipality to dispatch the call.

Mr. Falk: Thank you. That was the answer I was hoping for.

**By show of hands, the motion passes unanimously, 30-0.**

Dr. Heller:

Thank you to all the RTM members. Thank you to the town employees for participating in this long meeting. I will be in touch with RTM members regarding the August meeting. Watch for the email. Have a safe and healthy July everybody.

The meeting adjourned at 11:05 p.m.

Respectfully submitted,  
Patricia H. Strauss  
Town Clerk

*Jacquelyn Fuchs*

by Jacquelyn Fuchs

**ATTENDANCE: July 7, 2020**

DIST.	NAME	PRESENT	ABSENT	NOTIFIED MODERATOR	LATE/ LEFT EARLY
1	Richard Jaffe	X			
	Matthew Mandell	X			
	Kristin M. Purcell	X			
	Chris Tait	X		X	Arr. 8:00 pm
2	Harris Falk	X			
	Jay Keenan		X	X	
	Louis M. Mall	X			
	Christine Meiers Schatz	X			
3	Mark Friedman	X			
	Arline Gertzoff	X			
	Jimmy Izzo	X			
	Amy Kaplan	X			
4	Andrew J. Colabella	X			
	Kristan Hamlin	X			
	Noah Hammond	X			
	Jeff Wieser	X			
5	Peter Gold	X			Arr. 7:45 pm
	Dick Lowenstein	X			
	Karen Kramer	X			
	Greg Kraut		X	X	
6	Candace Banks	X			
	Jessica Bram	X			
	Seth Braunstein	X			
	Cathy Talmadge		X	X	
7	Brandi Briggs	X			
	Lauren Karpf	X			
	Jack Klinge	X			
	Ellen Lautenberg	X			
8	Wendy Batteau	X			
	Lisa Newman		X	X	
	Carla Rea		X	X	
	Stephen Shackelford	X			
9	Velma Heller	X			
	Sal Liccione	X			
	Kristin Schneeman	X			
	Lauren Soloff		X		
<b>Total</b>		<b>30</b>	<b>6</b>		