

SPECIAL TOWN COUNCIL MEETING

DECEMBER 1, 1998

6:30 P.M.

AGENDA

1. Pledge of Allegiance and Roll Call
2. Consider and Approve Ratification of AFSCME Local No. 1183 Contract - Personnel
3. Consider and Approve a Transfer of Funds in the Amount of \$120,197 from Accrued Expenses Acct. #001-8050-800-3230 to Various Salary Accounts of the Town Departments - Personnel

Consider and Approve an Appropriation of Funds in the Amount of \$1,682 to Revenues and Expenditures Accounts of the Youth and Social Service Bureau - Personnel

5. Consider and Approve a Budget Amendment in the Amount of \$3,880 from Use of Funds Section - Appropriation to Cash Acct. To Various Payroll Accounts Within the Water Division Budget
6. Consider and Approve a Budget Amendment in the Amount of \$26,925 from Use of Funds Section - Appropriation to Cash Acct. To Various Payroll Accounts Within the Sewer Division Budget

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SUMMARY

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SPECIAL TOWN COUNCIL MEETING

TUESDAY, DECEMBER 1, 1998

6:30 P.M.

A special meeting of the Wallingford Town Council was held on Tuesday, December 1, 1998 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Robert F. Parisi at 6:35 P.M. All Councilors answered present to the Roll Called by Town Clerk Rosemary A. Rascati with the exception of Councilor Zappala who had an illness in the family and Councilor Zandri who could not vote on Item #2 due to a conflict of interest. Mayor William W. Dickinson, Jr. was also present. Town Attorney Janis M. Small and Comptroller Thomas A. Myers were not in attendance.

Councilor Centner left after the Roll was called due to the fact that he could not vote on Item #2 due to a conflict of interest.

Item #2 Consider and Approve Ratification of AFSCME Local No. 1183 Contract - Personnel

Motion was made by Mr. Rys, seconded by Mr. Knight.

Personnel Director Terence Sullivan and Assistant Personnel Director Thomas Sharkey were in attendance for this item.

Mayor Dickinson asked Mr. Sullivan to summarize the wage increases and other outstanding items for the Council's benefit as well as the public who was in attendance.

Mr. Sullivan stated, this contract is a five year contract. The wage improvements of 2.85%, three years at 2.9% and the last year at 3% which is in keeping with the general wage increases for other unions. It is very competitive but does not go too far. The union realized some improvements in life insurance, meal allowance and longevity but the Town was also able to get some significant changes in the health insurance plan which we hope will save significant sums of money. We capped vacation time for new hires, we changed the wage plan for new hires; instead of a five step plan it will be a three step plan which will save money. We also deleted what I feel to be antiquated insurance benefits for new hires will cash out the paid up life and save premium dollars there. We have reduced annual leave; we have tightened up on sick leave provisions; all which we feel will lead to more productivity and attendance on the jobs. It will benefit the Town and I urge ratification of the contract.

Paris called for questions or comments from the Council at this time. Hearing none, Mr. Paris called for a roll call vote.

Kathryn Zandri, Town Council Secretary asked that she be allowed to comment on the contract.

Mr. Paris recognized Mrs. Zandri.

Mrs. Zandri stated, it is not will malice or discontent that I stand here speaking on this issue but with concern for this job and consideration for my fellow employees. I want to make it very clear that the language in this contract pertaining to the "grandfathering" of a wage cut of nearly \$7.00 per hour in this position does not affect me. This proposed decrease will occur if I vacate this position in the future. I feel I must defend the integrity of this position for the sake of Town Councils to come, for the sake of the public and for the sake of my fellow employees in the Town who may wish to aspire occupying a position such as this one. The concept of creating a full-time Town Council secretary position was investigated by a sub-committee of the Council. Upon reviewing the findings of said sub-committee the Council formally approved the position in 1990 and the vote was unanimous. As with any new position the duties and responsibilities evolved over time. During the Town Council get workshops approximately two years later I had requested that the Council re-visit the position to consider bringing it in line with the labor grades and salary ranges of the other secretarial positions in the Town Hall, for instance, the Comptroller's secretary, P.U.C. secretary (Public Utilities Director's Secretary), Personnel secretary, Mayor's secretary (not aide but his executive secretary). The Council tabled the request and asked the Chairperson at that time to send a letter to Stanley Seadale, Director of Personnel, for his input on the matter. Mr. Seadale responded, "As per your request, I have reviewed the labor grade situation regarding the Town Council secretary. I believe that this position with its demanding work and time requirements warrants reclassification to labor grade 13." Mr. Seadale's response was taken into consideration by the Town Council and it was voted upon and approved to raise the labor grade to bring it in line with the other secretaries referred to earlier. From 1992 to 1997 no one disputed the hourly wage and labor grade for this position. It was after an attempt to cut the position to nineteen (19) hours that resulted in a neutral arbitrator reviewing the matter and ruling that the position could be decreased once vacated. He stated that he based his decision on the fact that, in his opinion, due to a quick response by Stanley Seadale to the Council Chairman's request to review the matter, approximately 2-3 days, he felt that the Council had put pressure on Mr. Seadale to render an opinion and that Mr. Seadale had no alternative but to find in their favor. He did not give Mr. Seadale credit for having a true understanding of this position.

Seadale had many business dealings with the Council and therefore a full understanding of the this position plays. The arbitrator did not grasp that Mr. Seadale was an employee of the Mayor's and not the Council. He had no idea how absurd his statement and belief was. In comparing the job description of an Executive Secretary with Town Council Secretary the only apparent difference seems to be with the language which allows for the supervision of clerical staff by

the Executive Secretaries. I must point out that the Mayor's Executive Secretary does not supervise anyone in her department. I have spoken with a few members of the Finance Department clerical staff who state that Mr. Myers' secretary does not, in their opinion, supervise personnel in the department either; the Deputy Comptroller, Eva Lamothe does. It is a fact that both Executive Secretaries of the P.U.C. (Dept. Of Public Utilities) does not supervise any employees; that is directly from one of the Executive Secretaries herself. There is not one other secretary who solely manages the workload of nine bosses. There is not one other secretary who acts as a sole public relations person for nine bosses. With the exception of the Mayor's Aide, there is not one other secretary who can advise a newly appointed Town Clerk with regards to her Council-related duties. There is not one other secretary who is responsible for not only the work of her Board or Commission but its five standing committees. This position should be maintained at its current pay level if I should vacate this position simply because it commands the pay. Only three candidates applied for this job eight years ago and they were all from the outside. Not one (employee) from the inside applied for the job because they all knew what it entailed and I believe in the future no one will (apply from within). When the pay level for this position drops down to a Senior Clerk, do you think that the individual who tests and is hired for this job will stay in it when they find that they cannot necessarily go home at 5:00 P.M. every evening and their counterparts who are paid the same amount of money go home at 5:00 P.M. every evening guaranteed; that they don't have to sit through budget workshops night after night, all night long and they don't have to be available at the drop of a hat and cancel all of their personal engagements or family life at home because of a special or emergency meeting. These are the things....and they don't have to schedule their vacations around Council meetings. These are the things that Mr. Seadale believed warranted paying the extra money for the job because there is no incentive for the employees to stay. I believe what will happen in the future is, people will use this (job) from the outside as a stepping stone to come into town employment and will move on when they see other Senior Clerks in the Town Hall earning the same money and not having to put up with the odd hours and strange workloads; they will move on to other positions as soon as they open and you will lose the continuity someone brings with staying in this position. What I would like to know is, is there any other hourly employee governed by this contract who receives flex time and is not paid overtime when they work overtime? Mr. Sullivan?

Mr. Sullivan replied, that is hard to answer in that this contract covers employees that work in every department except the Electric Division. All I can say is that department heads know that over forty hours, they have to pay time and one-half by law; the contract requires time and one-half after eight hours in one day and forty hours in one week. By federal law, compensatory time is available at the request but at the approval of the employer so to the extent that it happens in one department to the next, I can't answer if that actually occurs. My guess is that we would rather pay the overtime money know that the people were at work.

s. Zandri asked, is there any language in this contract that you are bringing before the Council this evening that addresses an hourly employee that they receive flex time instead of overtime for the first thirty days that they work overtime? They are to use it first as flex time unless they reach the thirty day time period of which then they receive overtime pay? Is there any employee that has language directed to them?

Mr. Sullivan replied, there is a side letter by virtue of this collectively bargained agreement between the two parties that says that the Council Secretary has certain conditions regarding compensatory time and if the time is not used within thirty (30) days then he or she is to be paid the appropriate time and one-half wages.

Mrs. Zandri asked, can I ask why there is no other employee that this was addressed with? Or what factor was it that singled out the Town Council Secretary? Why wasn't any other position/hourly employee looked at in the same manner?

Mr. Sullivan answered, without getting into strategy for negotiations, when I developed my list of issues I contact and request input from all department heads including the Town Council Chairman who speaks, I believe, on behalf of the Town Council. The issue was raised, the issue was put to the table, on the table by the Town; the union and the Town collectively bargained in good faith over several months, in fact, the better part of the year and this is the result.

Mrs. Zandri repeated, so no other employee but the Town Council Secretary has this side letter.

Mrs. Zandri asked, Mr. Farrell, were you asked by Mr. Parisi, for your opinion as to whether I should receive overtime or compensatory time?

Mr. Farrell responded, I don't recall that issue but many things transpire over a year so I don't have perfect memory. I wish that I did some of the time.

Mrs. Zandri asked, Mr. Knight, were you asked by Mr. Parisi?

Mr. Knight responded, not specifically regarding that issue but I think that probably in the many hundreds of discussions I have had with Chairman Parisi, the topic of compensation time versus overtime probably was among the many issues we discussed but specifically, for this very contract, I don't recall that.

Mrs. Zandri asked, Mr. Rys, were you asked by Mr. Parisi what your feelings were, what your opinion was on whether or not I should have compensatory time; whether this position should receive compensatory time or if it should receive overtime?

..... Rys responded, Mr. Parisi and I discussed at one point during the past year or two some of the ideas to be able to alleviate the possibility of having to go into overtime by using the flex time. He indicated to me that he was going to discuss that with you I guess.

Mrs. Zandri asked, Mr. Renda, were you asked by Mr. Parisi?

Mr. Renda responded, I don't remember at this time.

Mrs. Zandri asked, Ms. Papale, were you asked?

Ms. Papale stated, it was discussed with me being a former Chairperson. Mr. Parisi asked me how I had done it in the past. I had the same conversation that Mr. Parisi had with Mr. Rys. Are you referring to this particular contract or times before?

Mrs. Zandri responded, this particular contract.

Ms. Papale stated, we have discussed it, yes, just for a point of information that Bob (Mr. Parisi) wanted to get from me.

Mr. Knight stated, I think Ray (Rys) said it better than I did; much better and in a much clearer manner than I did and I think that the discussions we had were general in nature but they certainly did discuss compensatory time, they did discuss flex time. Me, I was not party to any specific recommendation having to do with the contract and this issue.

Ms. Papale added, we did not have a straw vote. Mr. Parisi did not call every one of us and say what he.....he more or less put it on the table that he thought, as Chairman, this was the best way and I agreed.

Mrs. Zandri pointed out, Personnel Rules and Regulations state that non-bargaining employees shall receive no less than a bargaining employee for benefits. Therefore I ask, when someone is working overtime and is asked to use flex time instead, then they don't accrue pension benefits in the same manner as the other employees, correct?

Mr. Sullivan responded, clearly if the employee is not getting compensated in cash, they are not giving the benefit tantamount to pension benefit but keep in mind that the employer cannot force an employee to take compensatory time in lieu of overtime pay.

s. Zandri asked, who is going to determine when the flex time will be used? The job description states that it will be used with the provision that all work is done in accordance with State Statute guidelines. We have had instances where there are opinions where an individual feels that flex time should be used within a week and forces an individual to take it, therefore tying their hands as far as getting their work done within seven days and therefore can set an individual up for not meeting the requirements of the job. So who will make the decision?

Mayor Dickinson stated, I am confused between flex time and compensatory time.

Mrs. Zandri responded, it is probably the same, I think we use the term loosely and probably mean the same thing.

Mayor Dickinson asked, is it the same? I don't believe it means the same. Flex time is a change in the regular working hours; compensatory time would be time spent beyond the normal work day be it flex time or regular time and arguably entitle someone to either overtime or the compensatory time. There seems to be a use of that interchangeably and I am asking, is that correct or not and I will ask Terry.

ence Sullivan responded, they are two very different things.

Mrs. Zandri stated, then maybe I have a misunderstanding of them. When I work in excess of my thirty-five hours and I have accrued...is that considered compensatory time or flex time, when I accrue time past my thirty five hours? Is that compensatory time?

Mr. Sullivan responded, compensatory time is only an issue over eight hours or forty hours in a week. I imagine if you are not going to be paid for working an eight hour day and your day is normally a seven hour day then that would be considered compensatory time at straight time rate.

Mrs. Zandri cited an example for the sake of clarity; we have a meeting on Tuesday and I have worked past eight hours and we have another meeting the following evening and over the course of a week or two week's time there is an accrual of ten hours compensatory time and I am told to stay out of the office; now my time clock (statutory duties) is running for minutes and I am told to stay out of the office and come in in the evening and use my seven hours that I would normally put in typing minutes, sitting in a meeting instead where I cannot type. Now time has been taken away from, in essence, my time is used sitting here instead of typing the minutes and now I have a day taken out of schedule and the seven days is now cut down to six. Do you understand the scenario that I am  
ting?

Mr. Sullivan responded, yes I do.



s. Zandri asked, if it is one individual's desire to see me stay out and come in in the evening when there are minutes that are due and this is creating a hardship because now the following week, within one week later we have an agenda meeting and this is happening again, now I have two days taken out of my schedule.....

Mr. Parisi asked, who told you to stay and do the minutes?

Mrs. Zandri responded, that is not the issue I was raising. What happens if someone tells me to stay out of the office when I should be doing my minutes.

Mr. Parisi replied, I thought you were saying that someone told you to stay and do the minutes.

Mrs. Zandri continued, now I have two days taken away from the seven to get my minutes done and it is creating a hardship and the minutes can't be done in time.

Mr. Parisi asked, don't we file the motions and then follow up with the minutes?

Zandri responded, the minutes are due within seven days.

Mr. Parisi replied, they are not always in in seven days. We file the motions.

Mrs. Zandri stated, the minutes, I would say, probably over the eight years that I have been here there may be two or three occasions where they did not get in on time but they have always, except for those two or three occasions, they have always been filed on time.

Mr. Parisi asked the Town Clerk, I thought we filed the motions?

Rosemary Rascati, Town Clerk responded, we file the motions within forty-eight hours and the minutes are, according to the law, due in my office within seven working days.

Mr. Parisi asked, are we hitting.....I thought we, I am just trying to be factual.....

Mrs. Rascati stated, yes, they have been in within seven working days most of the time. If we have a meeting that lasts until two in the morning,.....

Parisi stated, that's right. I mean, I remember signing some that were past seven days.

Mrs. Zandri replied, no, you may sign them at a meeting held afterwards because they hit the next day but they are always in that Town Clerk's Office within that seven days, always, maybe two or three...

Mr. Parisi asked, are they?

Mrs. Rascati answered, most of the time. I would say ninety percent (90%) of the time they are there within seven days. We do have an occasion once in a while when someone gets sick or something and it will go longer.

Mrs. Zandri agreed, right, sometimes temporary secretaries do not file them on time. I just want it clear as to who makes the determination as to when the compensatory time will be used when we have work, minutes, to be done. The job description set that out, I think, in anticipation that that might happen.

Mr. Sullivan stated, I think we are getting far away from the contract ratification issue. I will say that you and I have spoken about this before and I will say what I have said in the past, that if you feel you are not getting your work done because of schedule changes, you need to take that up with your supervisors. It would not be a Personnel Department or labor contract issue, it would be a workload between you and your supervisors which would be these people up here.

Mrs. Zandri replied, I just want to state that I have written letters and they are not always addressed. What is the next step if I find that I cannot resolve that with my supervisors?

Mr. Parisi stated, your letters have always been responded to on the phone, maybe not in writing but on the phone, haven't they? I haven't called you every time you have sent me a letter? If you are referring to me, I think I have responded to all of your letters.

Mrs. Zandri replied, we have had a difference of opinion, that is why the Town Clerk has been asked to supervise the flex hours, I believe.

Mr. Parisi stated, that isn't why. She is doing it because it is easier for me for her to do it, it is not a difference or a conflict with you. At least I never took it that way. Do you feel we had a conflict?

Mrs. Zandri responded, yes we did, we absolutely did.

Parisi answered, I am sorry I wasn't clear on that.

s. Zandri replied, then maybe what you should do is respond to me in writing and then I can determine that you are not clear on it and then I can respond to you in writing.

Mr. Parisi stated, I can try to do that but it is awkward when you are the secretary. I am responding to you as the secretary. I don't have a secretary at home.

Mrs. Zandri stated, I just wanted to bring these issues to the table. I know it is not going to make a difference on this contract because I am sure the Council is not going to hold up and not ratify a contract because of one individual but I personally feel that this has stemmed from other issues and that unfortunately what is going to happen is, it is going to affect Councils to come and that the Council shouldn't be.....this is an example of being short-sighted because of someone's personal feelings. They are not taking the Town's.....

Mr. Parisi asked, are you referring to me?

Mrs. Zandri replied, I am referring to quite a few of you up there. I am sorry to have to do this in this forum but there is no other time I am going to have all of you present to air my feelings around this matter and I feel that what is going to happen in the future is that you are going to have, should I state this position and it is reduced, that you are going to have a revolving door on that Town Council Office of people coming and going when they see the pay. There is not going to be any incentive for anyone to stay there with all the other baggage that comes with it; being politically correct in every single thing you do in that office and every thing you say for fear, among other things.

Mr. Parisi stated, we have dealt with that over the years and I understand your concern.

Mrs. Zandri stated, it can work both ways. I am just saying that I want this on record because I think that a problem will develop should this position become vacant and the pay is reduced. Those are my feelings on the matter. Thank you for your time. I know it was an awkward position but I wanted to get my feelings on the record.

Mr. Sullivan stated, in terms of history when Mrs. Zandri's position was not in the union a petition was filed to have her join the union, a petition not contested by the Town but because she went from a non-bargaining status to a bargaining status we were compelled to collectively bargain her working conditions; her hours and her wages pursuant to statute. In February of 1997 which is almost two years ago, both sides did sit down and discuss that. That is where the issue of compensatory time arose, that is where the issue of the pay scale arose, the pay was not resolved at those negotiations; the pay was resolved by binding arbitration and Kathy (Mrs. Zandri) is quite correct about that. It is not something that arose specifically out of this contract, this arose from a history of two years now where we had to take a non-bargaining person and put them into a union for the first time.

Mrs. Zandri stated, thank you, that is correct. One other thing I forgot to mention; I will point out that the Program Coordinator job description that was put before the Council at our last meeting and was voted on, the letter from Mr. Sullivan stated that the "position existed for several years with no job description ever written and it was a grant funded non-classified position". It evolved over time and had reached a point where someone had sat in the position for a long time....they vacated the position, wrote a whole new job description about it and never adjusted the pay one penny which I think is odd. When this (Council Secretary) job has been here since 1990, the job description has not changed and you are adjusting the pay downward. I find it funny.

Mr. Sullivan responded, just for the record, just so you know, we don't act in a vacuum. The job description and the pay or salary is negotiable as well and in the end when we were done with the union we had a new job description draft and no pay scale change. That was collectively bargained.

VOTE: Centner and Zandri was absent; all others, aye; motion duly carried.

Ms. Papale stated, before we go on I just thought of something. I would like to make a comment. It is pertinent to what we have been discussing. I have always felt and I think it came out again tonight that Mrs. Zandri took some of the people on the Council, some of the comments and some of the things that were done as personal towards her. What I am trying to get across is by what they are changing here would be for a new person that comes into the Council office and what I am trying to get across is, I think that many people on the Council, I know that some of these things were discussed and these problems occurred because there are members of the Town Council that really don't feel that this position should be paid as much, that is why these changes were made. I have often thought that there have been too many things that people thought were personal. I think that this shows that there are members of the Council, it is not all personal, it is just that they feel that what goes on in the office may be shouldn't be paid that amount of money. Am I making it clear ?

Mrs. Zandri responded, I understand what you are trying to say and as much as there is a side of me that would love to dispute that with facts, for this time I will hold my tongue because there are several up there on the Council that did make personal comments and there were personal attacks launched and one apologized to me after the last vote. After he found out that the information presented to him in his words, "were false" and took the time to apologize to me and I think that this is a result of that because it all stemmed from, one making the accusation (pause) I am trying very hard to not give the person a black eye. The issue is, I am really concerned about the integrity of the job to come and that position in the office, the work, the maintaining of files, the historical preservation of the files will all be jeopardized because there will be people coming and going and no incentive to stay in the job.

Ms. Papale stated, you don't know that for a fact.

Mrs. Zandri replied, you're right, I don't know that for a fact but I feel from working in there that that what will happen.

ITEM #3 Consider and Approve a Transfer of Funds in the Amount of \$17,697 from Accrued Expenses Account #001-8050-800-3230 to Various Salary Accounts of the Town Departments - Personnel

Motion was made by Mr. Rys, seconded by Mr. Knight.

Robert Sheehan, 11 Cooper Avenue stated that he did not have that item on the agenda.

Mayor Dickinson explained, the funding of the contract requires some \$120,000 for general government but there are already sums in the various departments that, due to vacancies, are not earmarked for expenditure. Rather than transfer more money into each of the salary accounts, we have reduced the total expenditure down to the \$17,697, thus we don't double up on the amount of money that is available in the salary accounts. The actual funding would require \$120,197.

Mr. Sheehan asked, are all the other transfers on the agenda connected with the contract and is the \$120,000 or the total of all the transfers on the agenda somewhat of a "shortfall" of what you budgeted for in this year's budget and now you are going to make it up from July 1st until now?

Mayor Dickinson asked Mr. Sullivan, is some of this retro-active?

Mr. Sullivan answered, yes. The sums on the sheet you have been provided are for retro-activity; increases from July 1st and differentials for shift workers and still others for longevity, Medicare tax, social security, etc.

Mayor Dickinson stated, there is payment at the 2.85% increase for this year from July 1st. Then, prospectively a payment at the increase of 2.85% and that is what this sum of money is in payment of salaries weekly.

Mr. Sheehan asked, will these figures carry us until June of 1999?

Mayor Dickinson responded, the figures we have here should carry us through this year. The other items on the agenda do reflect increases necessary for each of the departments. I will say that Item #4 is withdrawn, it is not necessary but we will deal with the Water & Sewer (transfers) for the same reasons.

NOTE: Centner and Zandri were absent; all others, aye; motion duly carried.

ITEM #4 Withdrawn

ITEM #5 Consider and Approve a Budget Amendment in the Amount of \$3,880 from Use of Funds Section - Appropriation to Cash Acct. To Various Payroll Accounts Within the Water Division Budget

Motion was made by Mr. Rys, seconded by Mr. Knight.

VOTE: Centner and Zandri were absent; all others, aye; motion duly carried.

ITEM #6 Consider and Approve a Budget Amendment in the Amount of \$26,925 from Use of Funds Section - Appropriation to Cash Acct. To Various Payroll Accounts Within the Sewer Division Budget

Motion was made by Mr. Rys, seconded by Mr. Knight.

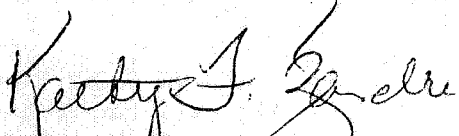
NOTE: Centner and Zandri were absent; all others, aye; motion duly carried.

Motion was made by Mr. Farrell to Adjourn the Meeting, seconded by Ms. Papale.


VOTE: Centner and Zandri were absent; all others, aye; motion duly carried.

There being no further business, the meeting adjourned at 7:12 P.M.

Meeting recorded and transcribed by:

  
Kathryn F. Zandri  
Town Council Secretary

Approved by:

  
Robert F. Parisi, Chairman

1-12-99

Date

Rosemary A. Rascati  
Rosemary A. Rascati, Town Clerk

1-12-99

Date