

TOWN COUNCIL MEETING

January 24, 1985

7:30 p.m.

(SPECIAL)

MOTIONS

Agenda  
Item No.

MOTION

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Motion to reject agreement between Wallingford Board of Education and the Wallingford Education Association did not carry. Moved by Mr. Krupp, seconded by Mrs. Bergamini.  
VOTE: Unanimous nays; motion did not carry - agreement stands.

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Motion to reject agreement between Middle Management Administrators and the Wallingford Board of Education did not carry. Moved by Mr. Krupp, seconded by Mrs. Papale.  
VOTE: Council members Bergamini, Diana, Gessert, Holmes, Polanski and Rys voted no; Council members Killen, Krupp and Papale voted yes. Motion did not carry - agreement stands.

ADDENDUM ITEM

Moved up addendum agenda item. Moved by Mrs. Bergamini and seconded by Mrs. Papale.  
VOTE: Unanimous ayes, with the exception of Mr. Holmes who was not present for the vote. Motion duly carried.

ADDENDUM ITEM (a)

Waived bidding procedure for repair of compactor, as requested by Public Works Department. Moved by Mr. Polanski, seconded by Mrs. Bergamini.  
VOTE: Unanimous ayes; motion to waive bidding procedures duly carried.

ADDENDUM ITEM (b)

Established new account 506-332 (Rebuild Compactor Transmission). Moved by Mr. Killen, seconded by Mrs. Bergamini.  
VOTE: Unanimous ayes; motion to establish account duly carried.

ADDENDUM ITEM (c)

Approved transfers as follows:  
\$2,300 from A/C 506-453 (PWD-Landfill Tires - Paylorader) to A/C 506-332;  
\$9,700 from A/C 805-319 (Council Contingency) to A/C 506-332.  
Moved by Mr. Krupp, seconded by Mr. Rys.  
VOTE: Unanimous ayes; motion to transfer funds duly carried.

5(a - j)

Approved the following transfers as requested by Charles F. Walters, General Manager - Electric Division:  
a) \$5,000 from A/C 555 to A/C 588  
b) \$47,000 from A/C 555 to A/C 593  
c) \$10,000 from A/C 592 to A/C 582  
d) \$1,500 from A/C 595 and \$2,500 from A/C 596 to A/C 585

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- e) \$5,200 from A/C 584 to A/C 586
- f) \$4,500 from A/C 591 to A/C 587
- g) \$45,000 from A/C 408 (as amended from A/C 408-1) to A/C 403
- h) \$900 from A/C 506-2 to A/C 505-4
- i) \$20,000 from A/C 373 to A/C 369
- j) \$30,000 from A/C 365 to A/C 369

Moved by Mrs. Bergamini, seconded by Mr. Holmes.  
VOTE: Unanimous ayes with the exception of Mr. Krupp, who voted no. Motion to approve transfers duly carried.

6(a-j)

Approved the following transfers, as amended (a), as requested by Joseph J. Bevan, Police Chief:

a) -Amend Revenue A/C 602 (increase) by \$3,600. Moved by Mr. Killen, seconded by Mr. Krupp.

VOIE: Unanimous ayes; motion duly carried.

-Appropriate \$3,600 from A/C 602 to A/C 201P-180.

Moved by Mr. Polanski and seconded by Mr. Holmes.

VOIE: Unanimous ayes; motion duly carried.

b) \$177 from A/C 201P-130 to A/C 201P-535.

c) \$180 from A/C 201P-130 to A/C 201P-410

d) \$3,390 from A/C 201P-131 to A/C 201P-150

e) \$3,793 from A/C 201T-131 to A/C 201P-160

f) \$3,000 from A/C 201T-131 to A/C 201P-501

g) \$3,400 from A/C 201T-131 to A/C 201P-181

h) \$1,340 from A/C 201P-131 to A/C 201D-200

i) \$2,350 from A/C 201T-131 to A/C 201D-428

j) \$7,405 from A/C 201P-131 to A/C 201P-140

Moved by Mr. Krupp, seconded by Mrs. Bergamini.

VOIE: Unanimous ayes, with the exception of Mr. Killen who voted no. Motion duly carried.

7(a-h)

Approved the following transfers, as amended (d), as requested by Fire Chief Jack K. McElfish:

a) \$2,000 from A/C 203R-163 to A/C 203R-150

b) \$1,000 from A/C 203R-155 to A/C 203R-150

c) \$1,500 from A/C 203R-570 to A/C 203R-170

d) Moved to amend transfer of funds from A/C 805-319 (Council Contingency), instead of A/C 203R-485 (Small Equipment), to A/C 203R-170.

Moved by Mr. Krupp, seconded by Mr. Diana.

VOIE: Unanimous ayes with the exception of Council members Bergamini and Killen who voted no. Motion duly carried.

e) \$575 from A/C 203R-201 to A/C 203R-170

f) \$275 from A/C 203R-175 to A/C 203R-170

g) \$300 from A/C 203R-195 to A/C 203R-170

h) \$350 from A/C 203R-162 to A/C 203R-170

Moved by Mrs. Bergamini, seconded by Mr. Rys.

VOIE: Unanimous ayes, with the exception of Council members Bergamini and Killen who voted no. Motion duly carried.

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CORRECTIONS

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g) \$45,000 from A/C 408 (as amended from A/C 408-1) and \$190,000 from A/C 555 (Total: \$135,000) to A/C 403.

(6a-j)

i) \$2,350 from A/C 201T-131 and \$500 from A/C 201D-428 (Total: \$2,850) to A/C 201P-428

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b) \$47,000 from A/C 555 to A/C 593	
c) \$10,000 from A/C 592 to A/C 582	
d) \$1,500 from A/C 595 and \$2,500 from A/C 596 to A/C 585	
e) \$5,200 from A/C 584 to A/C 586	
f) \$4,500 from A/C 591 to A/C 587	
g) \$45,000 from A/C 408 and \$190,000 from A/C 555	
h) \$900 from A/C 506-2 to A/C 505-4	
i) \$20,000 from A/C 373 to A/C 369	
j) \$30,000 from A/C 365 to A/C 364	
Approved transfer of funds as requested by Police Chief Joseph Bevan:	19-23
b) \$177 from A/C 201P-130 to A/C 201P-535	
c) \$180 from A/C 201P-130 to A/C 201P-410	
d) \$3,390 from A/C 201P-131 to A/C 201P-150	
e) \$3,793 from A/C 201T-131 to A/C 201P-160	
f) \$3,000 from A/C 201T-131 to A/C 201P-501	
g) \$3,400 from A/C 201T-131 to A/C 201P-181	
h) \$1,340 from A/C 201P-131 to A/C 201D-200 (\$670) and A/C 201P-200 (\$670)	
i) \$2,350 from A/C 201T-131 to A/C 201D-428 (\$500) and A/C 201P-428 (\$1,850)	
j) \$7,405 from A/C 201P-131 to A/C 201P-140	
Approved budget amendment request as follows, Police Chief Bevan:	23
a) Amend A/C 602 (Budget A) by an increase of \$3,600. Appropriate \$3,600 from A/C 602 to A/C 201P-180	
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a) \$2,000 from A/C 203R-163 to A/C 203R-150	
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c) \$1,500 from A/C 203R-570 to A/C 203R-170	
d) \$1,000 from A/C 805-319 to A/C 203R-170	
e) \$575 from A/C 203R-201 to A/C 203R-170	
f) \$275 from A/C 203R-175 to A/C 203R-170	
g) \$3,000 from A/C 203R-195 to A/C 203R-170	
h) \$350 from A/C 203R-162 to A/C 203R-170	
Adjourned	24-25

TOWN COUNCIL MEETING

January 24, 1985

7:30 p.m.

A special meeting of the Wallingford Town Council was held in Council Chambers, called to order at 7:35 p.m. by Chairman Gessert. Answering present to the roll called by Town Clerk Rascati were Council members Bergamini, Diana, Gessert, Holmes, Killen, Krupp, Papale, Polanski and Rys. Also present were Mayor Dickinson, Assistant Town Attorney Gerald E. Farrell, and Comptroller, Thomas A. Myers. The pledge of allegiance was given to the flag.

PUBLIC QUESTION AND ANSWER PERIOD

Mr. Robert Janauskas, 35 Apple Street, presented copies to the Town Council and the Mayor of an article which appeared in the Record-Journal today regarding the plan to use methane gas in the Meriden sewage treatment plant for heating and electricity.

He asked if there was still a Town Council liaison committee attending the PUC meetings, to which they replied that there was, and he stated that he would like them to consider the use of methane gas in the Town's plant and that they take advantage of any funding that might be available for this. Chairman Gessert stated that, with the design of the old plant, they used the methane to heat the plant. He said that he had not seen the design for the new plant but hoped that it would be utilized to cut operating costs. 70

Mr. Ray Smith stated that the plans are in effect to take advantage of this, but there are no plans at this time to generate their own electricity.

Mr. Polanski asked about the people digging for methane around Town and what had happened on that project. Mr. Smith said he would ask Mr. Deak.

Mr. Gessert introduced the request to consider and approve an agreement between Wallingford Board of Education and the Wallingford Education Association. Mr. Roger Rivers, Board of Education, Mr. Vincent Inglese, Assistant Superintendent of Schools, and Ms. Cle Palcso, Board of Education, were present to summarize and answer questions.

Ms. Palcso stated that, following their budget process last year, one of the things that seemed to be growing quite quickly was health insurance. In the past, the source of contention was that if they had two members, who were married to each other and were employed by the school system, the Board of Education was forced to pay for health insurance for both of them. This was not always the case, but the law changed and they were ultimately forced to pay insurance for both members when a married couple worked for the system. Some time in March or April, the WEA approached the idea of opening the contract to negotiate a waiver provision so that one of the members of the couple could waive their spouse's insurance and this was negotiated at that time and a tentative agreement that would cover both members of the couple and also had the option that, if an employee was employed by the school system and their spouse worked outside the system and had better health coverage, that employee could also opt to waive his insurance and receive a stipend for doing so. Ms. Palcso stated that they paid approximately \$2,200 for family coverage per employee. Unfortunately, they were not able to finalize the agreement in June--there was some problems with the language, there had been some confusion in finalizing the wording--and some of the Board members felt that the wording was vague. And so the agreement was rejected in June by the Board of Education. They had a fair hearing with the National Labor Relations Board and at that time, the WEA agreed to withdraw its claim. Following that, they requested that the Board of Education reopen negotiations, which they did. Mr. Farrell helped them draw up the language that satisfied both the WEA and the Board of Education. They were able to develop language that protected the Board of Education and satisfied the teachers in terms of what kind of conditions would have to exist in order for a teacher to come back into the insurance plan.

Mr. Krupp asked if the only motion that could be made at this time was to reject the contract and this was agreed. Mr. Krupp moved to reject the contract between the WEA and the Board of Education. Mrs. Bergamini seconded the motion.

Mrs. Bergamini asked why the coverage of both individuals gave one spouse more coverage. Mrs. Palcso said it had to do with the major medical part of the coverage only.

Mr. Inglese added that there could be a benefit of about \$300 for having that double coverage because of the major medical.

Mrs. Palcso stated that several communities have had similar waivers of rights in the contracts and it is a creative way to potentially save some money and the Board of Education has no idea, at this point, who would opt for this waiver. This would take effect July 1 and run for a year. It is an experiment and strictly voluntary and no one can be forced to do this. They do have a potential waiver of 17 or 18 couples with the system and there are probably 60-70 people within the system who might opt if their spouse's is gotten through another employer with better coverage. But they have no way of knowing who will take it.

Mr. Inglese stated that Cheshire and Hamden have gotten involved in this program and their response was not good in terms of getting people to sign for this waiver.

Mr. Polanski stated that the Board of Education was paying the insurance for all of these people and they were forced to insure everyone separately. If a married couple both worked for the system, is the Board paying \$4,400 for their coverage, and are they still doing this? 71

Mrs. Palcso answered yes, unless they opted to sign the waiver. Mr. Polanski asked if this meant that they would offer one of them \$600 to save \$1,600. Mrs. Palcso replied yes.

Mr. Rys asked whether in 1983/84 was the dental coverage for the entire family. Mrs. Palcso replied that this comes next year and has nothing to do with the waiver of insurance. The dental program was phased in and they started paying for the individual employees only; starting September 1, they would cover the family.

Mr. Rys asked if the employees and their families are covered at no cost. Mrs. Palcso replied that that will be so in September.

Mr. Rivers commented that the current dental plan is only for the individual and that this individual had the option of purchasing coverage for the family at an additional cost. In September, that changes to include the family and no payment has to be made.

Mr. Rys asked if there is a deductible and was told that there was not. There is no orthodontic care coverage or the like, only routine dental care.

Mr. Krupp asked if the Board of Education was also paying double for couples in the dental plan and was told that they were.

Ms. Roberta Shaw, Board of Education, stated that one of the things that needs to be taken into account when figuring out whether you are going to save money or not is how your experience rate is going to be affected by reducing the number of people that you have as units in your coverage and that, in the first year of the family dental plan, they will want to have their experience spread out over as many units (individual employees) as they can. The reason for this is that in the second year, the experience rates will be based on the first year's and historically that service gets used dramatically the first year it is provided. In the case of family dental coverage, it would be to their advantage to have that spread out.

Mr. Rivers stated that in September or October of this coming year they will be negotiating with the teachers for a new contract, so it was the collective opinion of the Board that this issue would be discussed during those negotiations. This way they would have the experience and know their costs.

Mr. Killen asked if the need to cover both parties in a husband/wife employee situation was something recent.

Mrs. Palcso stated that the law was changed as long as five years ago but the Board and administration had tried to delay its implementation to be clear on the law and to be sure there were no other options that they had and ultimately the State forced Wallingford to pay for separate coverage for those employed by the system.

Mr. Killen asked if there was a bill from Hartford to this effect, and if the municipalities went forth and screamed.

Mrs. Palcso responded that they did and that last year the Board told the legislators loud and clear the impact of this bill on them. She did not know what the municipalities did to fight it.

Mayor Dickinson referred to the earlier legislation mentioned and said that everyone should be aware and mark it down that there was a proposed Senate Bill #95 which addresses this double coverage, and that everyone should write to their legislator stating their support of it.

Mr. Rivers commented that the rates vary depending on whether it is for an individual employee as opposed to an individual with a family.

Mr. Roger Appell, Board of Education, added that the double coverage applies to a husband and wife both working for the Board of Education and that they are considered separate persons and not as married or family as far as coverage is concerned.

Mr. Robert Janauskas asked why it cost the same amount for family. He felt that it should be less than \$4,400 and that they should be looking for another insurance company.

Ms. Shaw stated that, according to law, the employees all have the same opportunity. If you are a teacher and you are married then the family insurance must be provided with the insurance at \$2,200. If the wife also works for the system, it would also be \$2,200. 72

Mr. Gessert stated that they are not not receiving twice the benefits even though the insurance coverage premium for a couple may be \$4,400. Mrs. Palcso said the only place that may happen is in the major medical.

Mr. Appell stated that whatever is deductible can be applied by the spouse to be under their coverage and it would also reimburse the difference.

Mrs. Palcso stated that this amount would be miniscule and does not begin to benefit the individual in terms of what is being paid by the Board of Education. She felt that this was a creative approach (the waiver option) and that they do not have a good handle in terms of what would be saved and they wanted to give it a try. She added that she wanted to thank Atty. Farrell for helping with the wording which satisfied all the members involved in the negotiations.

Mr. Rivers stated that the intent was to reduce the cost of this particular fringe benefit. This is the issue - the attempt by the Board and teachers' union to reduce the costs.

Mr. Gessert commented that it made sense to pay an employee \$600 and save \$1,600 and that this would modify the law's impact.

VOTE: Unanimous nays; motion to reject agreement did not carry. ✓  
(Agreement stands).

Chairman Gessert introduced a request to consider and approve the agreement between Middle Management Administrators and the Wallingford Board of Education.

Mr. Krupp moved to reject the agreement, seconded by Mrs. Papale.

Mr. Rivers stated that he had a prepared speech and the firstly he wanted to clarify all the misunderstandings. They negotiated a settlement in spite of the threat of binding arbitration. The Board and the administrators all agreed that they had a responsibility to settle this contract. The Board, as politicians, could have taken a firm position of less dollars and allowed it to go to binding arbitration. He said they would have been no less than a "Pontius Pilate" when responding to the citizens and taxpayers of Wallingford regarding any subsequent award. They would have washed their hands and blamed the law - it is a bad law, he agreed - and pointed out the Connecticut Association of Boards of Education, for several years since the binding arbitration law, has opposed it and asked for its repeal because of the fact that the local school boards should retain the governance of responsibility to make the final educational and budget decisions. They discussed all the issues and, after several nights and many hours, they reached an agreement. Although the percentage increase may seem to be higher than believed to be acceptable, it should be noted that there were several items in the contract that the Board was able to change in a positive direction and which could not have been accomplished otherwise. Mr. Rivers went over some of the items as follows:

Vacations - several years ago the Board negotiated a reduction from 8 to 6 weeks.

Longevity - there are no changes (increase) over the next two years.

Retirement and Death Benefit - two things happened: 1) the Board successfully negotiated a cap on the salary increment in the formula for the current administrators; 2) it simplified the formula with a cap for future administrators, effectively reducing this benefit.

Medical Coverage - Family Dental - administrators agreed to waive at no cost duplicate spousal coverage and agreed to delay the effective date to coincide with the teacher's date of September 1, 1985. If they would have had to implement this in July 1985, when the contract begins, the cost would have been high.

Holiday Schedule - no change.

Mileage reimbursement - certain classifications were increased but they were increased at the Board's request.



Classifications - upgraded by mutual agreement, specifically three categories. Due to the inequities of the starting salaries, all were lower than the highest teachers' salary schedule and created difficulty obtaining a replacement for those administrators. They were not competitive throughout the State. And when you compare the responsibilities and length of day for the school year - teacher vs. administrator - it was another inequity. 73

Increase of 8% - was applied to the total salary account and was not out of line with the recent awards as was publicized in the papers by either negotiation or arbitration.

Mr. Gessert wanted it noted for the record that when Mr. Rivers referred to "not out of line with recent awards" he was not referring to private industry awards.

Mrs. Palsco stated that they were comparing their educational administrators' settlement with those of the surrounding municipalities.

Mr. Krupp said that he could not support this contract. He stated that they were dealing with middle management and he sees excellence in some but, as with any group of people, there is also mediocrity. He stated that he comes from private industry that says middle management's financial compensation and continued employment is dependent on their contributions on a day-to-day basis. He pointed out that it is not the 8% increase he objects to, but rather the awarding of it across the board and he resents rewarding mediocrity and superior performance at the same level. There is no rating for merit and that 8%, when he looks at the increases that teachers have received or what has been awarded generally around, he cannot buy it. He could buy a merit structure which apportions compensation on a merit basis. He felt that it was an insult to those who do provide superior performance and is a dis-incentive to them.

Mr. Rivers referred Mr. Krupp to page 1 (D.3) of the plan under "Principles of Administration" which showed there are three items which direct themselves to this comment on merit. He stated that Item 3 is proceeds for merit, and that it is the position of this Board to develop or dedicate in its budget a fund for the purposes of merit.

Mrs. Palsco stated that they had discussed merit pay at length during the negotiations and the Board and administrators both agreed that D.3 gives the Board and administration the right to work on their pay. They will be charging their administration to fulfill the agreement. They intend to, in a small way, start implementing a merit aspect.

Mr. Krupp referred to D.1 in that it provides that the increase can be withheld if the performance is less than adequate and that therefore anyone who has a satisfactory rating will be entitled to the 8%.

Mrs. Palsco said no, that some of them will get 6% and some will get 8%.

Mr. Krupp said that this was not based on performance but on where they are on the wage scale and that someone who is a superior performer but is at the top of his range could wind up getting 6% according to this, and that a satisfactory performer who is in the middle or bottom of the scale could wind up getting 9.7%.

Mrs. Palsco said it has always been that way and there is a merit base in this contract that can be awarded to those demonstrating special excellence.

Ms. Shaw said that it was certainly on the mind of everyone on the negotiating team to address the issue of merit and they have the language in this contract to implement both denials of increase for poor performance and the awarding of an extra stipend for outstanding performance. What has never happened before is that the Board has never funded this language so that there is never money there to award the stipend and that is what they are doing. More importantly, the progress in changing labor contracts in large part is affected by past practice. What they have done in this contract is include the language and the dollars and furthermore a directive to the superintendent to perform periodic evaluation of all the administrators included in this contract so that an evaluation tool will be in plan and, in point of fact, will be in use. So that when they go to negotiate the contract again in two years they have established the past practices. This is how they make movement in contracts. It is very unrealistic to think that they can in one negotiation and one contract make a change of a whole mentality and outlook and past practice. The important thing is that the seeds have been planted in this contract to move towards the goals that they all value.

Mr. Holmes asked what is the percentage increase for merit.

Mrs. Palcso stated that will have approximately a 1% pool (\$6-7,000) at the most. It is a small start and not any one individual will get all that. They have not stated how this money is to be awarded. 74

Mr. Inglese said it will be a one-year award and will not be added in to the existing structure and can vary from a small amount to a large amount.

Mr. Holmes said that what scared him is not so much that they are giving 8% but that he can see a snowball effect and that the next contract will be at 9%, and when are they going to put on the brakes. He sees contract upon contract coming up and they will be buried.

Mrs. Shaw said that this indeed is the brakes. That the teachers contract is 9% for next year and has been for the past two years, and that they have succeeded in negotiating a contract which is a full percentage lower. There is a need to recognize that a great deal of progress has been made in these negotiations and in this contract.

Mr. Inglese said that they never like to compare themselves to other communities, but it does create a problem when they go to put on the brakes.

Mr. Holmes said he wished he could be getting 8 or 9% increases. He was not blaming the Board of Education and said that how can they be expected to negotiate with the law taking it out of their hands.

Mrs. Palcso said that the binding arbitration awards for Southington, Cheshire and Meriden have all been around 8-8½%, some settled and some arbitrated. To compare public sector jobs to private industry, the fact is that the public sector jobs are getting certain percentages. She added that it is very important to stress that one of the most significant points on this contract is the change in retirement benefit. There is no immediate payback on this item but the future holds promise in cutting future settlements.

Mr. Holmes asked if that was the \$54,000 figure. Mrs. Palcso said that there are two aspects - one is for current administrators and they did place a cap and this was a negotiated cap and does not affect them immediately but it will within the next three years. The other is the \$54,000 cap but they have reduced the days allowed to accumulate sick leave from 200 to 130 days and that has a major impact on future severance pay.

Chairman Gessert said that one of the things that is particularly distressing to him, when he looks at something like this, is that he knows a gentleman who recently retired after 22 years of service and was given one month's severance pay and has zero pension and now lives on social security, and how does he tell him that someone can walk out and collect \$30,000 or more in bonus. It is unheard of in industry and Mr. Gessert felt it was wrong.

Mr. Inglese stated that they are still having problems and everyone is trying to identify this situation and they cannot do that because this has been in effect since 1971. He said that is when it should have been changed.

Mr. Gessert said that the people who pay for this and fund this and the people who are taxed and write their monthly mortgage checks are the ones who live in a real world.

Mr. Polanski commented that he spent a lot of years in a large corporation also. He said that 10 or 15 years ago, when he was in industry, he was getting 10% a year and no teacher was getting 10% a year. He said that there are a lot of industrial people who walk out with bonuses.

Mrs. Shaw wanted to point out that they all come into this process with different philosophies of what to do, but that it was important to keep this contract and their philosophies about the inequities of current legislation and its impact separate. She said they should address legislation separately from taking a look at this contract because, while this contract in many ways may be the result of current legislation, the philosophical anxieties towards the legislation should not be directed at the contract. The contract is at issue and is still being negotiated and is being worked with within the framework of the law.



Mr. Inglese stated that they have not had a great deal of success in attracting people to certain positions, particularly people from within their own system. When asked by Mr. Gessert if someone had applied for that position when it was salaried at \$22,000, Mr. Inglese responded that someone had but that when that person left they had difficulty filling the vacancy. With that one and the other two positions that were changed, there was a lack of interest and they had to make comparisons and ask why weren't people interested in those positions - because it takes a higher amount of responsibility that warrants more dollars - otherwise they would have had one of their own people seeking those positions out.

Mr. Killen commented that they just got through with a meeting on Tuesday night in which they okayed a bond issue for \$38 million and that has an effect on the taxpayers of Wallingford. Percentages do not bother him so much as the actual dollars and that is what they are asking the people to pick up here again. It is not based on what the surrounding community got or anyone else got. It is based on the fact that some of them have been there another year and the Town is going to give them "x" number of dollars. He said he always refused any time they have come up for a raise because he based it on the lowest one on the totem pole. The way it is right now, they reward everyone right across the board and someone picks up the tab and they don't get better people by putting in more money. He said that they have great people in the system but there are people who are mediocre and below that and they will stay in that system as long as they get paid good dollars.

Mrs. Shaw said that in terms of dealing with poor performance, the poor performers have to be dealt with whether it is the town government, the school system or any employer organization. This lays at the feet of poor management and not at the feet of union contracts. There is not a poor employee anyplace that cannot be terminated if the employer exercises his managerial privileges and if he uses due process and if he does it the correct way and does his documentation. They can get rid of any poor performer and the fact that that is not done is the fault of management and not labor contracts.

Mr. Killen remarked that Mrs. Shaw was bringing out his point - that the Town Council was not administrative, that they were legislative and therefore they cannot do a thing about it and all they can do is to say that they are unhappy with this particular thing and the message should get across to the administrators.

Mrs. Palcso said that she recognized what Mr. Killen was saying and that many of them share the same concern. There is a concerted effort on the part of this Board and its administration to improve their evaluation techniques all the way along the line. They have charged their administration, specifically their superintendent, to use the existing evaluative tools and to look hard and long at the raises, perhaps to award merit increases and perhaps to withhold them in regard to performance aspect. They are doing this also in terms of a proposal to have an evaluative tool for their teachers, that teachers and administrators would be involved in. So this is something that this Board is very concerned about and they are working together to improve this. It is not going to happen overnight but she assured them that they are very aware of the fact that improvements have to be made.

Mr. Krupp stated that his reference to mediocrity was not in reference to poor performers but to the person who is getting by and doing his job satisfactorily. It seemed to him totally unreasonable to reward this and in private industry they are compensated according to their performance and their contribution.

Mrs. Shaw responded that it was the choice of that administration group - both the outstanding performers, the average performers and the poor performers - by having a collective bargaining situation.

Mr. Krupp said that, as a Council member, he has to answer to the taxpayer as to why he would support rewarding mediocre performers at 9.7% and exceptional performers at 6%, as the case may be.

Mr. Inglese commented that by not supporting this particular contract, Mr. Krupp would be taking a stand which is highly philosophical but that if it does go into arbitration and an award is made, whether it be 8% or any other number, what would be his response to the taxpayer then, and what did he do to try to stop this - nothing. As a member of the Town government, the Town Council should get together with other town governments and go to the legislators and repeal the law; and that is what he is proposing and has proposed for five years as a member of the Connecticut Boards of Education and he does not understand the position that someone takes during the discussion of a contract that binding arbitration is a terrible thing, but it is the only time that it is talked about, and when they leave the building, it is forgotten until the next contract comes up. He added that the legislature is in session right now and those people should be contacted.

Chairman Gessert pointed out that the Council recently passed a resolution and it was signed unanimously and sent to every legislator that represents Wallingford and Hartford; and there has been a change in Hartford and hopefully those people might pay a little attention to their request and realize the uncomfortable situation.

Mr. Janauskas commented that he had listened to the Board of Education talking about middle management and satisfactory performance but that in the industry that he works with a person that is satisfactory does not get an increase and the thinking is that a person that is good in middle management may not get an increase in the future. He felt that the Board of Education took some bold steps by trying to indicate in the document as far as merit increases are concerned, but it would have put the taxpayers at a better advantage if they would have tried to negotiate a one-year contract and taken the bold steps and expanded upon them by spelling out, rather than an across the board increase which he is totally against, that if they are good performers, they have a pool of money that they will give the administrator based on their performance during the contract year. He felt they had not addressed what the percentage increase would be for each category of performance. He said that when they sit down with the individual, and tell them what they expect of that person, they should also indicate what is available in terms of money and other gains, based on that person's performance. He differed from the opinion that binding arbitration awards could be bigger than the negotiated contract raise because he felt the climate had changed in Hartford and binding arbitration would probably give them less money.

Mr. D. Wilson, Assistant Principal at Lyman Hall High School, commented that by rejecting the contract, they would be forced to go into binding arbitration which have averaged awards of anywhere from 7½% to 11% with the overall average about 8.5%. By rejecting, they are increasing the total package immediately--the cost of arbitration which is anywhere from \$3-5,000 which has to be split between the Board of Education and the Association, and that there are two or three cases in Connecticut where Town Councils rejected administrators or teachers salaries and the arbitrators awards were higher.

Mr. Edward Musso, 56 Dibble Edge Road, felt that there were twice as many administrators than they needed and that they should get back in line with the rest of the country by give-backs, etc. He felt that each time the administrators get a little task, they have to get an assistant. Mr. Musso spoke at length about special interest groups and how they should fund their own programs and not add it to the taxpayers' burden.

Mrs. Papale said that ever since she has been on the Council, she has been listening to the problems of the unions - not only the teachers' but all the other unions - and that they all agree that they respect the administrators and the principals and she raised her children in the school system. She always feels that she decides that she will not go along with the contracts but then she thinks about binding arbitration. She felt the contract was for a lot of money but she is frightened if it goes to arbitration and the fact that she is frightened frightens her even more. She felt that maybe it is time that they took their chances and it went to Hartford.

Mrs. Palcso felt that arbitrators look at very cut-and-dry issues - salaries, dental, etc. - and she felt uncomfortable that the arbitrators will look at basically what she thinks is creative as far as the severance pay and they will have trouble with that, and the Board might lose that part of the contract because the arbitrators are not used to dealing with that kind of issue.

Mr. Gessert commented that he would like, at some time in the future, for Mr. Rivers to give him the increase over the past 10 years and that Mr. Myers look at the inflation rate for those ten years. He said he was accused, when the cost of living was going up, of supporting the unions because he felt the raises were not enough. He would like to know what the balance was, inflation- and rate-wise, for those ten years. 77

He said that, in private industry, the salesman's salary is based on production. One salesman in his company has a quota for 1985 and in order to keep his 1984 salary, he has to sell 137% of what he sold the year before. If he sells less than that, his salary for 1985 would be lower than 1984. He said that this is a measurable quality.

Mr. Rivers stated that those kinds of jobs are diminishing and there are more service jobs and they must be measured a different way. It cannot be measured in quotas, but in objectives. This creates a problem in dealing with labor unions. For the first time, they have a superintendent who will apply the principles of administration in this contract.

Mr. Polanski asked what was the total cost of the contract. Mr. Rivers said the first year was for \$55,000 and the second for \$59,300 in salary increase over and above what they are currently paying.

Mrs. Bergamini said that when the Board of Education comes for the budget, they are going to say that they need \$20 million and when the Town Council tries to cut it down, they will say that it cannot be done because 94% of that is for salaries--which is a fixed cost. They are increasing the fixed cost and there is no way the Council can give \$20 million. For education alone, it would be a 2.5 mil increase and this is what bothered her about this contract. This is first contract of the year and there are seven more coming up. She guaranteed that there is not one union that will come up with less than 8%. On the plus side, she said that for the first time she likes the Board of Education and she is proud of the entire Board. If she rejected this contract, she would be "kicking them in the teeth." This is going to be her reason for voting not to reject the package.

Mr. Krupp commented that the last time they received the results of binding arbitration awards, it was favorable to the Town (re: the Cafeteria workers). He said he had listened to the arguments tonight and is still unconvinced that the Board of Education has provided in this contract a way of settling the disparity which exists in terms of rewarding superior vs. adequate performance. He does not think that this is a settlement that is fair to the taxpayers of this community.

Mr. Killen commented that he knew the Board of Education went into the negotiations with good will but he could not live with the figures.

VOTE: Council members Bergamini, Diana, Holmes, Polanski, Rys and Gessert voted no.  
Council members Killen, Krupp and Papale voted yes.  
Motion to reject the agreement did not carry.

There was some question as to whether this 6-3 rejection of the motion would carry according to the law and it was decided that it did.

Mrs. Bergamini moved to discuss Mr. Deak's agenda item, which was an addendum to the agenda, as follows:

- a) Consider waiving bidding procedure for repair of compactor.
- b) Establish new account 506-332.
- c) Approve following transfer of funds:  
\$2,300 from Landfill Tires-Payloader to Rebuild Compactor Transmission  
\$9,700 from Council Reserve for Emergency to Rebuild Compactor Transmission.

Mrs. Papale seconded the motion.

VOTE: Unanimous ayes; motion duly carried.

Mr. Polanski moved to waive the bidding procedure. Mrs. Bergamini seconded the motion.

Mr. Rys asked if this was the same compactor they had spent \$40,000 on in 1983. Mr. Deak replied yes. Mr. Rys asked if there wasn't an account number 504-332 for repair of compactor. Mr. Deak replied that this was an error. Mr. Rys stated that A/C 506-333 showed an unexpended balance of \$29,000. Mr. Deak responded that the money has been spent and is encumbered and that money is tied up.

Mr. Myers remarked that he sends out a printout every month and if the department heads do not tell him there is an error, he has no way of knowing. They use the same account numbers and just change the titles and no one told him to change the title for 504-332.

Mrs. Bergamini asked if there was no other place they could get the \$9,700 from for this transfer.

Mr. Myers stated that this transfer request was passed on to him on Monday afternoon and he did not have time to research it. He stated that the only thing that he could do was to transfer it from Council Contingency and that on April 1 they would have the authority to transfer between departments so if there were open positions in Public Works and they need to transfer to another department, they could do it.

Mrs. Bergamini asked what the figure was in Council Contingency. Mr. Myers replied that it had been \$115,900 and that they took \$1,200 the other night for Personnel so it would be down to \$105,000 with this transfer.

VOTE: Unanimous ayes; motion to waive the bidding procedure duly carried.

Mr. Killen moved to establish account 506-332 for the repair of the compactor. Mrs. Bergamini seconded the motion. The account is already listed but no appropriation was made previously.

VOTE: Unanimous ayes; motion to establish the account duly carried.

Mr. Krupp moved to approve the transfer of \$2,300 from Account 506-553 to Account 506-332 and appropriate \$9,700 from A/C 805-319 to A/C 506-332 for the repair of the compactor. Mr. Rys seconded the motion.

VOTE: Unanimous ayes; motion to approve the transfer and appropriation duly carried.

Chairman Gessert introduced a request for transfers from the Electric Division.

Chairman Gessert asked Mr. Ray Smith about the upgrading of street lighting near Choate School. Mr. Smith said that they will coordinate this with Choate School. Mr. Gessert pointed out that for the last 16 months he has been trying to get the street lights fixed on his street, two of which have been continuously burning for the past two years and that there are two more on North Street, between Main and Elm. He said this is very frustrating to drive by all the time and see them burning and nothing has been done.

Mrs. Bergamini moved to approve the transfers 5a-5j from the Electric Division. Mr. Holmes seconded the motion.

Mr. Gessert asked about the \$235,000 transfer for depreciation.

Mr. Smith stated that they could not just change from the 4 to the 5%. All the depreciation heretofore can be at 4% but all the depreciation that took place at 5% must remain so until it is out of the books. The transfer was made in 1983-84 budget by the auditor and he had directed that they make the consistent change in this year's budget so that they are utilizing the same depreciation factor. If they do not do that they will just end up with an audited change at the end of the year and Mr. Myers can bear him out on this.

Mr. Myers responded that what happened was that when the rates were set to change depreciation before, they ended up with a consistency problem and one of the generally accepted accounting principles is that they will consistently treat the preparation of financial statements and the information that goes into them on a like basis from year to year. If they change anything, and what changes are allowed, must be disclosed. They did not have to change depreciation from the 4% back to the 5%. However, they would have ended up with a qualification on their financial statements to the marketplace, the investor, the analyst that sticks right out: Wallingford isn't consistently treating their financial operation. Mr. Myers stated that this is not a good practice to follow. He pointed out that the auditor does not set Town policy; the Town sets Town policy and it was his recommendation that they treat the accounting and finance operation with consistency and follow generally accepted accounting principles. Mr. Smith, Mr. Lee and Mr. Myers all agreed to that policy. 79

Mr. Killen asked about item 5b - whether this was a consistent amount or did it have a breakdown that they can attribute to because at the rate they were spending the money, they might need about double what they were transferring, unless they have specific items in mind. He said that he took the 5-month figure given and projected it across the board and that they were expending at the rate of \$37,000 a month. The remaining 7 months would come out to approximately \$260,000, and they had \$174,000 in the budget, which would look like they needed \$86,000, not \$47,000.

Mr. Smith said that after six months, the total expenditure in that account is \$221,000.

Mr. Killen responded that they would still be at the same rate of \$37,000 and it would leave them short.

Mr. Smith said that what they tried to do was readjust all of the accounts into a more realistic figure that should carry them through the end of the year but there is no guarantee. They went through and made a best estimate on all of the particular accounts and tried to move them where labor or materials seemed to be heading. This particular account, unfortunately, is a "catch-all"--if it is raining, or people are sick--a lot of that falls back into that account and is chargeable to labor. They hope it will carry them through the end of the year.

Mr. Killen remarked, with reference to the cover letter for this transfer, why they didn't transfer from where it was put in the budget originally.

Mr. Smith said that in the preparation of, for example, rebuilding a pole line, certain amounts of that work is chargeable to maintenance. Only the work associated with new equipment is chargeable to labor--the preparing of a pole, moving secondaries, etc.--is chargeable to maintenance because they are not really improving or replacing the capital plant.

Mr. Killen commented that if they were going to do a project they would put "X" number of dollars to that project in the overall budget. The fact that they don't use this in their "A" line and they are supposed to use it in their "B" line--it's still in the overall budget and the money should be there and yet they are not taking it from there.

Mr. Smith said it would probably be in the capital area. Mr. Killen responded that they are not taking it from the capital area, and Mr. Smith replied that to get it out of the capital it must be rolled through two different budgets. All of this is O&M expenses here and they would have to increase their capital, increase their expenses or their net income.

Mr. Killen stated that what they would be doing now is letting them take the overage from Purchased Power at this particular point and leave the capital expenditure and then they can roll them over again to next year, which the Town Council would not have any control over. This is one of the problems of the budgetary process because every time they let money go by the board, they lose sight of it. If they were able to save \$500,000 on capital expenditure from this year, the Town Council would not be aware of it and they could still ask for \$2 million or whatever and the Council would lose sight of the fact that they still had money left over from this year. They have to start calling a halt to this somewhere along the line.



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Mr. Smith responded that there is a limitation and that when they discussed it after the Mayor's meeting, they tried to keep it within the O&M budget rather than tamper with net income and do anything in that area. Anything that is an expense item, they would deal with that. He didn't think it was appropriate to start moving it into capital transfer at this point.

Mr. Killen said that what bothered him here is that with six months gone by, they show very little has been expended or encumbered in the budget out of a possible \$1 million. He stated that they spent \$373,000 in five months.

Mr. Smith responded that at the end of the six month period, they expended or encumbered half of it. There were some major changes in the statement as of December 31.

Mr. Killen stated that they have an unencumbered balance of \$900,000 or so.

Mr. Killen then referred to item 5c - for which the accompanying 1/11/85 letter of explanation said that the transfers were based on their actual experience for the first six months of the fiscal year. The Town Council does not have a December report from them yet and why couldn't they get this at the same time as they are available.

Mr. Walter Lee responded that it has been his policy that the Commission would accept and approve the financial statements at the same time as the Director's report. He said it has not been an agenda item this month and will not be moved probably until February 5.

Mr. Killen asked if the Commission didn't have to approve these transfers also and that it seemed to him that they would even raise the issue that they did not have the financial statement.

Mr. Lee stated that the 7th month statement is the one that winds up in the budget book and what they are aiming for is that the activity be reflected in the 7th month statement. There is no sense having these large variances in some of these accounts if they know they are heading in the wrong direction already.

Mr. Killen said they are asking the Council to approve transfers on face value since the Council does not have the figures in front of them. They are not dealing with updated figures.

VOTE: Unanimous ayes; with the exception of Mr. Krupp who voted no; motion to approve the following requests for transfers duly carried.

- a) \$5,000 from A/C 555 (Purchased Power) to A/C 588 (Misc. Dist. Expenses).
- b) \$47,000 from A/C 555 (Purchased Power) to A/C 593 (Overhead Line Maint.)
- c) \$10,000 from A/C 592 (Station Maint.) to A/C 582 (Station Operation)
- d) \$1,500 from A/C 595 (Transformer Maint.) and \$2,500 from A/C 596 (Street Light Maint.) to A/C 585 (Street Light Operation).
- e) \$5,200 from A/C 584 (Underground Line Operation) to A/C 586 (Installations).
- f) \$4,500 from A/C 591 (Structures Maint.) to A/C 587 (Cust. Installations).
- g) \$45,000 from A/C 408 (Gross Revenue Taxes) and \$190,000 from A/C 555 (Purchased Power) to A/C 403 (Depreciation).
- h) \$900 from A/C 506-2 (Station Expense) to A/C 505-4 (Water Expense).
- i) \$20,000 from A/C 373 (Street Lights) to A/C 369 (Services).
- j) \$30,000 from A/C 365 (Overhead Conductors) to A/C 364 (Poles).

Mr. Gessert asked Mr. Lee for another printout of the people that owed the Town a lot of money. Mr. Lee stated that this was done in cycles and he would send him one.



Mr. Gessert stated that there had been discussion in the newspapers regarding inventory management. He asked Mr. Smith if they would come back to the Town Council to let them know what is being done to prevent this recurrence of the auditor's opinion or a debate of the auditor's opinion. 81

Mr. Smith said that they are taking steps to conform with the auditor's opinion at this point. Some shelving has been purchased and assignment of stock numbers. It is a clerical undertaking. They can come back and ask for an additional employee and they will let the Council know what transpired as far as the inventory changes.

Mr. Holmes asked what was the dollar amount of that inventory shortage.

Mr. Lee replied that it was \$98,000, which will probably shrink with the findings this year - it has probably dropped by \$14-15,000 for items that were not counted in the physical that were later recovered. The shortage developed over a period of years and not just over one or two given years, due to reporting failures. They can account for things but reporting of these items are not forthcoming. The accounting Chief Bevan replied that the cut-off date for the applications was January 11 and now Mr. Seadale is screening and he will come up with the test, give it, etc. He scrutinizes them before he gives the test.

Chairman Gessert said that they have been told that they have a list of people that have passed the test and are ready to be called, but now the list is not as long as they had believed.

Mayor Dickinson commented that since they formed the list, about two years ago, a good percentage of the people are probably employed elsewhere and when you contact them they are no longer interested. What it comes down to is what procedures are necessary to refill the list. Mayor Dickinson stated that he did not know how many lists they have in Town for the various classifications, but if they add them up, it would be very difficult to update every year every one of those lists to do the testing, etc., that is required.

Mr. Krupp agreed with the Mayor as far as keeping a list for every position, but stated that they should also maintain a list for very sensitive positions because Mr. Seadale was telling the Town Council the other night what it would cost for the physicals for a police officer in this town and police and firemen should get some degree of updating even on an annual basis.

Mr. Krupp had a question regarding item 6g, asking what courtesy Chief Bevan was referring to as being extended to the Public Works Department.

Chief Bevan replied that the Public Works Department during July, August, September and the first two weeks of October ask for people to traffic for re-surfacing of the roads.

Mr. Gessert understood the Police Department has 20 vehicles. How many of them are patrol vehicles? Chief Bevan replied that 12 were patrol vehicles. Mr. Gessert asked how many of these are used for patrol on Friday and Saturday night, to which Chief Bevan replied 7 were used.

Chairman Gessert asked if they have twelve police cars, and seven are out on patrol, that would leave five available for DWI and other assignments. Chief Bevan stated that this seven did not include the DWI car which would be over and above that. They can always figure that one or two vehicles will be down for repair and this is a problem.

Mr. Killen referred to item 6a and asked why not amend the budget rather than make a transfer. Mr. Myers saw no reason against this.

Mr. Killen moved to delete item 6a from the main motion, to be voted upon separately. Mr. Krupp seconded the motion. This was accepted as a friendly amendment.

Mr. Killen asked about the inconsistency of the figures for item 6b. Chief Bevan replied that it was for the oil truck as mentioned office can account to them for anything that is given to them.

Mr. Gessert said that with regard to accountability, who is responsible for that inventory going in and out and that it is part of that person's job to keep track and if they fail to keep track and too much floats without records, it can be considered larceny and that person could be out looking for another job.

Mr. Gessert also remarked that he had received a note from Mr. Killen with reference to the gentleman that was taking over the Yale Steel plant and that it was his understanding that the man had gone bankrupt in Germany and that he apparently had a track record in Germany.

Mr. Lee said that they have established a procedure to phase in a substantial deposit from that particular firm--cash or bond deposit.

Mr. Killen asked if there were any encumbrances on the accounts in item 5i since the sheets they have show no encumbrances.

Mr. Lee agreed that they did not have any and said that most of the anticipated expense in A/C 369 will be in the form of labor and at this stage they cannot encumber labor. In the enterprise accounting with line-to-line control, it is very easy for the town to say that they will have another 26 weeks and at \$100 a week they will need so many dollars. They don't know if in fact that man working for \$100 a week will be in A/C 369, 368 or whatever. They cannot encumber for something that may not be. He stated that he treats encumbrances only as a bona fide purchase order or something that you are definitely going to buy. It is not a forgone conclusion that they will have labor in these accounts, but they anticipate they will.

Mr. Killen said that they requested \$20,000 more for the same account and now they will have \$55,000 that is really unencumbered and they are telling the Town Council that they do not even know they are going to use it.

Mr. Lee agreed and said that they were asked to come in with their best estimate for the balance of the six months and somewhere down the line they are going to spend that much.

Mr. Smith said the problem with a work order is you can make one up today and not perform the job for six months and if they encumber it and all of sudden something else comes up, the labor has to be encumbered out of that account and transferred back into another account. Labor is not encumbered, only fixed assets or items.

Mr. Lee stated that right now until the end of the year they have \$17,000 to last in that account and it will not last.

Mr. Krupp moved to approve items 6A-j, request for approval of transfers from Fire Chief, Joseph J. Bevan. Mrs. Bergamini seconded the motion.

Mr. Polanski asked, regarding item 6b if the person whose car is towed gets charged. Chief Bevan said that they tow these vehicles for criminal investigations and acts and they are impounded without charge. He stated that what made this particular transfer go is that they had an oil truck and this was towed, impounded and the wheels were taken off and sent to the forensic lab in the State Police and that is part of the evidence in that case and this cost a lot of money to have this tankard towed in and the wheels taken off.

Mr. Polanski asked with reference to 5c, if they had to advertise the abandoned vehicles or if they could check the VIN numbers to see who owned it.

Chief Bevan responded that they have to follow the ordinance and State statute which requires that they have a legal notice in the paper, even though they do find out through the VIN number as well.

Chairman Gessert stated that he knows of at least 20 abandoned vehicles that are still around town.

Chief Bevan commented that they can only take so many at a time and then they have to go before a hearing officer and sometimes they give them an extra 30 days.

Mayor Dickinson commented that they generally operate on a basis of complaints.

Mr. Polanski commented that the Department is drawing money on almost all the transfers from two accounts, 201P-131 and 201T-131, which are for wages for patrol and traffic maintenance. He asked if those jobs are going to be filled the rest of the year.

Chief Bevan responded that he has two people who will be taking examinations the 29th and 30th of this month and that he has exhausted his list and the Personnel Department was putting tests out in the near future (February) and once he is through with it and he gets the certified list then he will have to start interviewing for two more people. 23

Mr. Polanski stated that this is for patrol people and if right now they did not have anyone who wants a job as a police officer in Wallingford.

Chief Bevan replied that he has four vacancies and out of four people, he only has two to interview - two were knocked out at the State polygraph exam. He said that Mr. Seadale is aware that he is looking for two more.

Chairman Gessert commented that he had asked Mr. Seadale about 10 times why they have so much trouble hiring employees and that when it came to firemen and police, Mr. Seadale had stated that he had a whole list of people that have been screened and tested and waiting for vacancies.

earlier and that the cost was about \$400 for the towing, storage and getting the tires off. Mr. Killen felt that they were going far afield of wrecker service and Chief Bevan replied that it is all part and parcel because they have no other line item they can take it from. They would have had to ask for an emergency meeting otherwise, and they have always done it this way for matters of efficiency.

Mr. Killen asked why they are requesting transfers from accounts which show unencumbered balances and are asking for more money now.

Chief Bevan stated that they are working on the budget and trying to do so in cooperation with the Comptroller's office to bring these accounts into line so that they have a realistic figure, and the upcoming budgets will have a true figure here based on average monthlies of what it will cost them.

Mayor Dickinson commented that in order to bring the January 31, the 7th month, printout in line so that they can have some assurance that they have represented reality in reviewing the budget, the various accounts that were not correct should be brought into line and that is where a number of these will have money in them now but they know they will not have enough money later on in the year. It was the Mayor's and the Comptroller's thought that instead of giving a printout for January 31 that had to be amended and adjusted verbally because it did not reflect what was going to be actual expenditures for the year, that it be done at that point. This would reflect what the estimates are for the full year instead of waiting for later on. That is why a number of these transfers have to be made now. They have money but they are for the Town Council to know that these accounts will be in trouble given the Department's estimates at this time.

Mr. Killen said that some departments wait for the bill in hand before they encumber and some base it on a historical basis. He felt that they should be more consistent.

Mayor Dickinson said that they requested that any encumbrances reflect actual situations not just encumber the whole account. He said that they were to encumber what they actually think they will need as well as make transfers where they believe at this stage they will not have enough money toward the end of the year. If the Town Council's judgment is to leave the ones that don't have to be transferred now, fine. What they are trying to do is let the Town Council know now what the best estimates were for the year, so that in addressing the budget, they will have the best estimates on the printout for January 31.

Mr. Myers stated that the method of encumbrance in the general government departments is still by purchase order or by contracts. The problem he has had himself in reviewing these departments' budgets is if they are not representative as of January 31, they do not have a valid comparison on which to base the budget decisions. He added that he personally felt that they would be in a better position to make some budget decisions, and that to some extent, the budget has to take into account what happened the last year or two and what the contract settlements are because it is going to go up by 7 or 8% or so and see if that estimate is reasonable. The department heads know their operations better than anyone.

Mr. Killen said that Chief Bevan had mentioned cuts in his budget last year and that it ended up showing that they had a surplus of \$85,000, no matter how much cutting was done. He felt that the Town Council had to end up doing things on blind trust. 84

VOTE: Unanimous ayes, with the exception of Mr. Killen who voted no; motion to approve transfers 6b-j, as follows, duly carried.

- b) \$177 from A/C 201P-130 (Wages-Dispatchers) to A/C 201P-535 (Wrecker Service).
- c) \$180 from A/C 201P-130 (Wages-Dispatchers) to A/C 201P-410 (Advertising).
- d) \$3,390 from A/C 201P-131 (Wages-Patrol) to A/C 201P-150 (Patrol Vacation Replacement).
- e) \$3,793 from A/C 201T-131 (Wages-Traffic Maint.) to A/C 201P-160 (Patrol Sick Replacement).
- f) \$3,000 from A/C 201T-131 (Wages-Traffic Maint.) to A/C 201P-501 (Maint. of Vehicles).
- g) \$3,400 from A/C 201T-131 (Wages-Traffic Maint.) to A/C 201P-181 (Outside Work-Non-Recoverable).
- h) \$1,340 from A/C 201P-131 (Wages-Patrol) to A/C 201D-200 (\$670) and A/C 201P-200 (\$670) (Telephones).
- i) \$2,350 from A/C 201T-131 (Wages-Traffic Maint.) to A/C 201D-428 (\$500) and A/C 201P-428 (\$1,850) -(Dry Cleaning).
- j) \$7,405 from A/C 201P-131 (Wages-Patrol) to A/C 201P-140 (Overtime-Patrol).

Mr. Killen moved to amend and approve item 6a as follows: Amend A/C 602 (Budget A) by an increase of \$3,600. Mr. Krupp seconded the motion.

VOTE: Unanimous ayes; motion to amend and approve item 6a duly carried.

Mr. Polanski moved to appropriate the sum of \$3,600 from A/C 602 to A/C 201P-180 re: item 6a; Mr. Holmes seconded the motion.

VOTE: Unanimous ayes; motion to appropriate \$3,600 duly carried.

Mrs. Bergamini moved to approve transfers 7a-h as requested by Fire Chief McElfish. Mr. Rys seconded the motion.

Mr. Krupp stated, regarding item 7d, that he could not support this transfer because the covering letter referred to the fact that they were postponing the purchase of needed small equipment in order to make the transfer. He stated that he would rather take it from the Contingency account.

After some discussion, Mr. Krupp moved to amend item 7d as follows: Appropriate \$2,000 from A/C 805-319 to Account 203R-170. Mr. Diana seconded the motion.

A discussion followed regarding holiday pay and the number of holidays to be covered through fiscal year end.

VOTE: Unanimous ayes, with the exception of Council members Bergamini and Killen; motion to approve item 7d, as amended, duly carried.

VOTE: Unanimous ayes, with the exception of Council members Bergamini and Killen who voted no; motion to approve transfers 7a-h, as amended, as follows, duly carried.

- a) \$2,000 from A/C 203R-163 (Worker Comp. Replacement) to A/C 203R-150 (Vacation Replacement).
- b) \$1,000 from A/C 203R-155 (Training Replacement) to A/C 203R-150 (Vacation Replacement).
- c) \$1,500 from A/C 203R-570 (Training-Technical College) to A/C 203R-170 (Paid Holidays).
- d) \$1,000 from A/C 805-319 (Council Contingency) to A/C 203R-170 (Paid Holidays).

- e) \$575 from A/C 203R-201 (Utilities) to A/C 203R-170 (Paid Holidays)
- f) \$275 from A/C 203R-175 (Longevity-Union) to A/C 203R-170 (Paid Holidays).
- g) \$3000 from A/C 203R-195 (Degree Allowance) to A/C 203R-170 (Paid Holidays).
- h) \$350 from A/C 203R-162 (No Sick Leave Incentive) to A/C 203R-170 (Paid Holidays).

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A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 11:00 p.m.

Respectfully submitted,

Carmen L. Gonzalez  
Council Secretary

APPROVED:

David A. Gessert  
David A. Gessert, Council Chairman

2 - 13 - 85  
Date

Rosemary A. Raszati  
Rosemary A. Raszati, Town Clerk

2 - 14 - 85  
Date