



**SPECIAL COMMON COUNCIL MEETING**  
**JUNE 3, 2013**  
**6 P.M.**

**Special Meeting**

The Special meeting of the Common Council of the City of Middletown was held in the Council Chamber of the Municipal Building on Monday, May 6, 2013 at 6 p.m.

**Present**

Deputy Mayor Robert P. Santangelo and Council Members Thomas J. Serra, Ronald P. Klattenberg, Gerald E. Daley, Hope Kasper, Philip J. Pessina, Joseph E. Bibisi, Linda Salafia, and Deborah Kleckowski; Sergeant-at-arms Police Chief William McKenna, and Common Council Clerk Marie O. Norwood.

**Absent**

Mayor Daniel T. Drew, Council Members Mary A. Bartolotta, Grady L. Faulkner, Jr., Todd G. Berch and Corporation Counsel Daniel B. Ryan.

**Also Present**

Public Works Deputy Director Robert Dobmeier, Finance Director Carl Erlacher, Director of IT William Oliver, Planning, Conservation, and Development Director William Warner, Water and Sewer Director Guy Russo, Parking Director Geen Thazhampallath, City Attorney Brig Smith, Acting Personnel Director Kathy Morey, Deputy Chief of Police Michael Timbro, Acting Parks and Recreation Director Deb Stanley, Tax Assessor Damon Braasch, Deputy Fire Chief Rob Kronenberger, Director of Communications Wayne Bartolotta, Director of Human Relations Faith Jackson, Director of Health Joseph Havlicek, MD, Arts Coordinator Stephan Allison, City and Town Clerk Sandra Driska, Emergency Management Director Bruce Driska, Russell Library Director Arthur Meyers, Youth Services Coordinator Justin Carbonella Joseph Samolis Administrative Aide to the Mayor and 5 members of the public.

**Meeting Called to Order**

The Acting Chair, Deputy Mayor Robert P. Santangelo calls the meeting to order at 6:05 p.m. He asks Guy Russo, Director of Water and Sewer to lead the public in the Pledge of Allegiance.

**Call of Meeting Read**

The Call of the meeting is read and accepted. The Acting Chair declares this call a legal call and the meeting a legal meeting.

**Workshop Opens**

The Acting Chair opens the Questions to Directors Workshop at 6:07 p.m.

**Noted for the Record**

Councilwoman Salafia takes her seat at 6:07 p.m.

Councilman Bibisi asks for the Finance director. He states on the Teamsters Union Contract, the longevity portion, in the past, he recollects it is a single check on the anniversary date and that a separate check didn't go into the pension fund. Mr. Erlacher responds what we did with this contract; we added it into the salary at the fixed amount they are on right now. It would be added into their salary and stop at that amount and any new employees would not get longevity at all. Councilman Bibisi states he has concerns about factoring it into the salary; it becomes part of pension. Mr. Erlacher responds it is nominal. It is 50 employees. Councilman Bibisi states that was his only concern.

Councilwoman Kasper asks Mr. Erlacher about the cost summary of the Teamsters contract; he responds he gave a summary of the whole contract. Councilwoman Kasper has a question and asks if the cost is year one and two. Mr. Erlacher states the Union in the first year is 3% or about \$150,000 for the first year and second year was -0- and the third year is 3% and there are three members that will not be part of the bargaining unit. The only cost that has not been budgeted is year 3; the other budgets have the contract cost factored in and it will be \$130,000 for the third year. Everything has been included in the budget that you did and it is about \$139,000.

**Noted for the Record**

Councilman Serra takes his seat at 6:10 p.m.

Councilman Klattenberg states on longevity; it was a single check and when it gets factored into the annual compensation, is that the base of the next salary year. Mr. Erlacher responds yes and it will compound and it is for only existing employees.

Councilman Serra states your experience with negotiations and the Teamsters; whatever is agreed upon what CPI did the negotiators use. Mr. Erlacher responds he is not sure if CPI was used. There were other tradeoffs during negotiation and when it was agreed upon was 1.7% or 1.8%. Councilman Serra wanted to establish it was 2% during negotiation. He asks what if it goes to arbitration. Mr. Erlacher replies it depends on what will be arbitrated. The parties would agree upon the issues to be arbitrated and if it is 20 different issues it would be a couple hundred thousand. He states the low would be \$50,000 and the high, a couple of thousand. Councilman Serra asks for an explanation of arbitration and Mr. Erlacher responds they will try to negotiate and discuss and arbitrate the issues that the contract was rejected on. Councilman Serra states the last question the wage cost to the City. Your number is over three years. Mr. Erlacher replies the first two years have been budgeted and the third year will be \$139,000 for 2014-15 and would be added to the next budget. Part of it was in the salary reserve line item and the provisions in the contract would be covered by the budget.

Councilman Pessina states the only thing applying to the pensioners and over 65 is the change, the same coverage of supplemental in Medicare. Mr. Erlacher states it has not changed. Councilman Pessina states there are no other benefits coming to us. Mr. Erlacher responds just the longevity adding to salary. Councilman Pessina states to the current pensioners. Mr. Erlacher responds no. Councilman Pessina asks if this is in line with the other contracts. Mr. Erlacher responds yes; the first two years are budgeted and the third year will have to have Council approval to cover it.

Councilwoman Salafia asks about costs of arbitration. What is the average cost? Mr. Erlacher replies you hire a three-member panel of arbitrators and you split the cost and that is about \$2000 a day to hear the case and it depends on the number of days they sit there. Councilwoman Salafia asks when was the last time they went to arbitration. Mr. Erlacher responds the police contract 5 or six years ago. Councilwoman Salafia asks what that cost was. Mr. Erlacher responds he does not have the number today and it would be at least \$100,000 and that was just wages for two years. Councilwoman Salafia states the cost was outside council. Mr. Erlacher responds that is correct, but includes the panel. Councilwoman Salafia states arbitration you can't bring forward anything that was not brought forward and it would be the stuff discussed. Mr. Erlacher replies the attorneys can respond to that better. Councilwoman Salafia asks about the people piggybacking, who retired under the contract. Mr. Erlacher states the ones under the contract correct; the exempts have their own language and if it is silent it does turn to this contract and it could apply to the exempt employees.

Councilwoman Kasper asks to address questions to another director; she asks for Attorney Smith and the negotiator. Councilwoman Kasper states we did talk about this in Personnel Review and there was no clear answer, but there is a number of positions are proposed in the union but were not in the union when the State allowed people to form this union and a decision from 1982 excluded those positions and if there is an attempt to remove those positions, will that create a Union charge.

General Counsel Smith states with the Council's indulgence he will ask outside council Attorney Chadwick to respond. Scott Chadwick, of Chadwick and Stone, states he served as chief spokesperson and specifically to your question, there are three coming out of the unit with this agreement and you referred to the initial creation and exclusion of the positions and it is his understanding that positions have been brought into the Union by the Labor Board. It is done through a petition to the Labor Board. If Middletown, later, would like to see additional members removed, they would file with the Labor Board. Department heads, in the Statute is excluded from MERA, and that could be one basis and that is a factual basis. The role it plays and looking at the department head and level of supervision, you could seek removal of certain employees from the Union. He talks about other basis to do this. Those with supervisory authority should not be in the same Union as those they supervise. There is a confidential employee who is so important to the municipality and you go to them and they are intimately involved with strategy you could make an argument to exclude them from the Union. There are three that are being removed if the agreement is approved and for the life of the contract, the City agreed not to file petitions for additional people and once the contract is up, the City can pursue other positions. Councilwoman Kasper states if there were someone to come out sooner than the end of the contract would that cause a Union grievance. Attorney Chadwick responds yes.

Councilman Klattenberg states with the various positions in the bargaining unit, he was looking at Appendix A and he was involved with the investigation with Water and Sewer and looking at those positions covered for Water and Sewer and he reads a list, over nine positions in the bargaining unit; how can that be. Attorney Chadwick replies it has happened over time with the consent of the municipality and the requests were accepted without objection from the municipality or absent the municipality without the factual. Councilman Klattenberg asks why it wasn't part of the negotiation. Attorney Chadwick responds initially there were 14 positions identified and were proposed to be eliminated through negotiation and it was agreed through negotiation the three before you. In Southington, a Labor Board case that goes to the definition of department head and sufficient size and function for removal and it is a fact determined case. For illustration, the Sewer Superintendent was found to be a department head and should be excluded from the union. He gives another example. The division was of substantial size and controlled municipal resources whereas the Tax Assessor, building official and planner were not department heads because of those factual differences. Councilman Klattenberg states the three positions removed is budget manager; Attorney Chadwick reads the three positions removed. Councilman Klattenberg states the Risk Manager does not have supervisory duties. Attorney Chadwick responds the Mayor took the position they are confidential and necessary for efficient and proper administration of town business and the inclusion was contrary to the goals and business of the town and Mayor's office.

Councilman Serra states in terms of these positions, could the executive office actually negotiate them out and does it have to be in the contract. These were not done with the affirmative action of the Council. Can the executive branch do in or out. Attorney Chadwick states the big picture and the role of the legislative body. Councilman Serra states they were put in without knowledge or consent of the Council does that have to

happen. Attorney Chadwick responds if it does not require an appropriation, it does not. Councilman Serra states even though the Council is the policy making body, it doesn't have to come to this body. Attorney Chadwick states if the body does not require an appropriation, it would not have to come to this body for approval. Councilman Serra states it is no different than a contract superseded an ordinance and even if it is not in the contract language Attorney Chadwick states if there was a petition for inclusion three years ago and the City did not ask the Labor Department to make a factual basis of it, the position could be in the Union. Councilman Serra states it does not have to come here because there is no financial responsibility. Attorney Chadwick states oversimplified, yes. Councilman Serra asks if the executive branch can petition someone in. Attorney Chadwick responds it has been done; Councilman Serra states it doesn't fit what you have said.

Councilman Klattenberg states he has a question on a provision of the contract regarding the summary given to them by our Finance Director and if an employee has 5 years and more than 8 weeks, they have to demonstrate why they can't take vacation. They ask to use initial vacation beyond 8 weeks; what is an acceptable reason. Attorney Chadwick responds what was happening before is payment was being automatically given for vacation over 8 weeks. If someone applied for vacation and the operational needs makes it critical that they stay, the employee could make a case of the municipality needs and lost the additional week and requests to be paid and it could be yea or nay and would fall to the grievance process. Councilman Klattenberg states is this meant for employee termination or active employee accruing vacation time. Attorney Chadwick replies the active employee. Councilman Klattenberg states it can be upsetting if an employee has four months and is looking for cash out. Attorney Chadwick responds it is capping vacation at 8 weeks.

#### **Workshop Closes**

The Acting Chair asks if there are additional questions for questions to other directors. Hearing none, he closes questions to director's workshop.

#### **Meeting Adjourns**

Councilman Serra moves to adjourn and is seconded by Councilwoman Kasper; the vote is called and it is unanimous to approve. The Acting Chair declares the meeting adjourned at 6:37 p.m.

ATTEST:

MARIE O NORWOOD  
Common Council Clerk