#### Weston Board of Selectmen Special Meeting April 6, 2022 at 6.30 pm

Please click the link below to join the webinar:

https://us02web.zoom.us/j/81160886242?pwd=L1htK3lSSXBzdEh5M1JnZnhhZVFQZz09

Webinar ID: 811 6088 6242
Passcode: 971870
Join by phone
Meeting held remotely due to Covid 19

- 1. Call to order
- 2. Proclamation honoring Margaret Wirtenberg
- 3. First Selectwoman's update on the budget process
- 4. Interview of Fran Sheff Mauer for a position on the Historic District Commission
- 5. Interview of Kirby Brendsel for a position on the Conservation Commission
- 6. Appointment of Kirby Brendsel to the Conservation Commission for a term to end December 31, 2025
- 7. Interview of Andrew Palladino for a position on the Conservation Commission
- 8. Appointment of Andrew Palladino to the Conservation Commission for a term to end December 31, 2025
- 9. Interview of Umberto Toreilli for a position on the Marketing and Communications Advisory Committee
- 10. Interview of Ellen Scherer Crafts for a position on the Marketing and Communications Advisory Committee
- 11. Appointment of Debbie Sollinger to the Commission for Children and Youth for a term to end December 31, 2023.
- 12. Discussion/ decision to approve a new collective bargaining agreement with the Weston Police Union
- 13. Approval of minutes for the Board of Selectmen Regular meeting held March 17, 2022
- 14. Workshop with the Weston Diversity Equity and Inclusion Advisory Committee
- 15. Adjourn

# DRAFT Motions for the 4/6/22 Special BOS Meeting

- 1. Call to order: no motion
- Proclamation honoring Margaret Wirtenberg: no motion



#### Proclamation

Whereas, Dr. Margaret Wirtenberg has been a beloved resident of Weston since 1981, and

Whereas, Dr. Wirtenberg earned a doctorate degree in urban planning; and

Whereas, Dr. Wirtenberg shared her land use knowledge and expertise as an elected member of the Weston Planning & Zoning Commission; and

Whereas, Dr. Wirtenberg served Weston as a member of the Water Resources Study Task Force, the Western Connecticut's Council of Government's South Western Regional Planning Agency (SWRPA), and the State of Connecticut Advisory Commission (ACIR) on Intergovernmental Relations; and

Whereas, Dr. Wirtenberg served as President of the Weston League of Women Voters and currently serves on the Steering Committee; and

Whereas, Dr. Wirtenberg has been an astute observer of Weston's political and social dynamics, as documented in her prolific columns in local papers such as the Weston Forum and Weston Today; and

Whereas, Dr. Wirtenberg is a talented sculptor and watercolorist who has held Weston as her artistic muse; and

Whereas, Dr. Wirtenberg has donated her art to be auctioned in support of the Weston Senior Activities Center; and

Whereas, Dr. Wirtenberg and her late husband Al were quintessential citizens of our town; and

Whereas, the Town of Weston has immeasurably been graced and blessed with Dr. Wirtenberg's talents and affection as she prepares to relocate to New Hampshire.

**Now, Therefore**, I, Samantha Nestor, First Selectwoman of the Town of Weston, Connecticut do hereby proclaim 6<sup>th</sup> day of April, 2022 as "Margaret Wirtenberg Appreciation Day."

In Weston, Connecticut, and call upon our families, schools, businesses, and institutions to join me in recognizing and thanking Dr. Wirtenberg for her many contributions to our community.

Witness my hand and the seal of the Town of Weston, this 6<sup>th</sup> day of April, 2022.

Samantha Nestor, First Selectwoman

3. First Selectwoman's update on the budget process: **no motion** 

#### **Budget Update**

Last night, the Board of Finance (BOF) approved a total gross budget of \$77,895,644 for next fiscal year, which runs from 7/1/22 thru 6/30/23. This would be a 2.74% increase in net expenditures over the current year. However, with grand list growth of 2.51%, the mill rate is essentially flat at 32.96 versus this year's mill rate of 32.92. Meaning the tax increase would be 0.12% over last year. Ultimately, the mill rate is set by the BOF at its May meeting.

The breakdown of next fiscal year's proposed budget is as follows:

- FY 2022-23 Board of Education operating budget of \$56,391,182;
- FY 2022-23 Town operating budget of \$14,685,746;
- FY 2022-23 Town and BOE net capital budget of \$2,431,071; and
- FY 2022-23 Town Debt Service net budget of \$4,387,645.

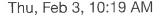
The next step in the budget process is for the Weston voters to decide. Below are the dates for the Annual Town Budget Meeting (ATBM) and the Annual Town Budget Referendum. Every residence in town should have received a pink postcard with this information and more. Dates to remember:

- -Thursday, April 28, 2022, 7 pm check-in & 8 pm Start. Annual Town Budget Meeting (ATBM) at the High School Auditorium.
- -Saturday, May 7, 2022, 12pm to 8 pm Annual Town Budget Referendum at the Town Hall.
- -Monday, May 9, 2021, 6 pm Board of Finance meets to set mill rate.

The public can view budget materials by visiting the Town website and the Board of Education website. Given that the Board of Finance made several changes to the budget documents at its meeting on Thursday, March 31<sup>st</sup>, I anticipate that budget materials will be updated by the close of business on April 7<sup>th</sup>.

Visit: <a href="https://www.westonct.gov/government/municipal-departments/finance">https://www.westonct.gov/government/municipal-departments/finance</a> and <a href="https://westonps.org/board-of-education/budget/">https://westonps.org/board-of-education/budget/</a>

4. Interview of Fran Sheff Mauer for a position on the Historic District Commission: **no motion** 





#### Fran Sheff-Mauer

to me

Hi Sara.

I hope this works for info about me. I pulled it off my website.

Plus. I have renovated 4 homes in the past 30 years.

#### Fran Sheff-Mauer

I am a creative director whose work has been seen everywhere from the Super Bowl to YouTube and beyond.

My traditional and digital work has been recognized nationally and internationally with Cannes Lions, Effie Gold and Silvers (also a finalist for the Grand Effie), One Show Interactive, and more.

As I have evolved, I am doing branding and design work for non-profit organizations and small businesses.

I am a do-gooder.

Working in New York on 9/11– like many of my colleagues, I felt at a loss to do something to help my fellow New Yorkers. To do something meaningful and to teach my young daughter that we needed to make a difference.

What I learned then is what I know now. We need the courage to show up. Show up in communities that need help, hope, and healing - Volunteer in your hometown to make a difference, do an afternoon of service. We all can find the time.

And that no matter our age, we can make a difference in the world.

Combining my love of New York, design, and my personal need to Pay-It-Forward, I am a Consultant for Marketing and Branding for New York Says Thank You Foundation. A growing national and global "Pay-It-Forward service movement. We have done projects in all 50 states and around the world. I am responsible for branding and developing content and print, video, and digital materials. In 2015 we launched Stars of HOPE® Box of HOPE, the first service project that people can do at home or in the office. I have designed all materials and packaging for this project. We have developed a social campaign, "LOVE is stronger than hate." (LISTH). Merchandise is sold at the 9/11

Memorial Museum Store. During the 4th quarter of 2019, we have begun the HOPE Across America Tour; I designed a custom-designed 36-foot bus traveling the country to communities suffering from disaster and loss.

Since COVID, developed a digital version of the Stars of HOPE project. Over 6000 stars were turned into 250 banners for hospitals, nursing homes, schools, and firehouses to honor First Responders across the country (and Italy!)

I grew up in New York graduated from Newhouse School of Communications and the College of Visual and Performing Arts at Syracuse University. I continue to take design classes at SVA. I have lectured at Syracuse University, College of VPA, and Johns Hopkins University on advertising and design. After six years, I stepped off the Weston Historical Society Board and the Board of DailyClout. This technology company created tools to make it easy to find bills and legislation and help make the government more transparent.

- 5. Interview of Kirby Brendsel for a position on the Conservation Commission: **no motion**
- 6. Appointment of Kirby Brendsel to the Conservation Commission for a term to end December 31, 2025: I move to appoint Kirby Brendsel to the Conservation Commission for a term to end December 31, 2025

#### Contact

www.linkedin.com/in/kirbybrendsel (LinkedIn)

#### Top Skills

Sustainability

Energy

Management Consulting

#### Certifications

O&M for Fundamentals of Building Green + Operations & Maintenance Essentials Certificate Holder

Project Management Professional

LEED Green Associate

#### Honors-Awards

Deloitte Energy Industry Management Development Program

Jones Graduate School of Business, M.A. "Mike" Wright Award for Service and Academics

Distinguished Military Student

#### **Publications**

Speaker at Deloitte Alternative Energy Seminar

Speaker at Foundation for Accounting Education Sustinability Conference

Interviewee - Veterans Recruitment at Starwood

Interviewee - Employer Diversity Network Promotes Jobs for Veterans

Speaker at Clean Energy Connections Panel

# Kirby Brendsel

AVP Sustainability & ESG at Welltower™ Inc.

New York City Metropolitan Area

#### Summary

Kirby Brendsel leads Welltower's strategic sustainability and ESG (environmental, social and governance) initiatives and the company's goal to be a recognized global sustainability leader. Leverages knowledge and background in the concepts and practices associated with sustainability and reporting. Identifies key ESG issues, conducts gap analyses, manages sustainability reporting and develops and implements strategies to improve Welltower's sustainability practices.

Prior to joining Welltower in 2019, Mr. Brendsel worked at Nuveen as a Director of Responsible Investing and was a Vice President of Corporate Strategic Initiatives at Synchrony Financial.

Before Synchrony, he served as Associate Director of Sustainability – Global Citizenship (GC) - for Starwood Hotel & Resorts Worldwide, where he supported the strategy, integration and management of Starwood's sustainability program into its eleven brands and three global divisions, including development, implementation and global reporting of Starwood's sustainability goals, policies and programs. He worked collaboratively with the GC community programs/ Starwood Foundation team on CSR strategy and reporting.

Prior to Starwood, Mr. Brendsel spent nine years at Deloitte Consulting where he assisted in the creation of Deloitte's Federal Sustainability practice. Mr. Brendsel's other past roles include active duty service as a Military Intelligence Corps Major in the U.S. Army.

Mr. Brendsel graduated with distinction and honors from the College of William and Mary with a B.A. in Business and the Jones Graduate School of Management at Rice University with an M.B.A. He is a certified Project Management Professional (PMP) from the Project Management Institute (PMI), U.S. Green Building Council (USGBC) LEED Green Associate (GA), and Lean Six Sigma Yellow Belt.



#### Experience

CEO Investor Forum Advisory Board Member, CEO Investor Forum July 2019 - Present (2 years 10 months)

The CEO Investor Forum is the capital markets engagement division of Chief Executives for Corporate Purpose (CECP). Chaired by former Vanguard Chairman and CEO Bill McNabb, the CEO Investor Forum advises CEOs and their teams on developing and communicating their long-term value creation story to institutional investors and other key stakeholders. Through the Forum's proprietary tools, bespoke advisory services, and flagship events, the Forum empowers CEOs to proactively set the context, own their narrative and lead for the future.

Welltower<sup>™</sup> Inc.
AVP Sustainability & ESG
March 2019 - Present (3 years 2 months)
Greater New York City Area

Leads Welltower's strategic sustainability and ESG (environmental, social and governance) initiatives and the company's goal to be a recognized global sustainability leader. Leverages knowledge and background in the concepts and practices associated with sustainability and reporting. Identifies key ESG issues, conducts gap analyses, manages sustainability reporting and develops

and implements strategies to improve Welltower's sustainability practices.

#### Nuveen

Director, Responsible Investing February 2018 - March 2019 (1 year 2 months)

Greater New York City Area

Director and member of the Responsible Investing (RI) team at Nuveen, the investment management arm of TIAA. Nuveen's Responsible Investing team oversees the firm's holistic RI vision and unified framework across Nuveen and TIAA, partnering with internal stakeholders to implement in day-to-day business activities. The framework establishes the firm's overall RI philosophy as well as guidelines for incorporating RI disciplines in investment decisions and new product development. On the RI team, Mr. Brendsel focused on RI strategic relationships and stakeholder partnerships, both internal and external, spanning across Nuveen and the TIAA enterprise.



Synchrony Financial
VP, Corporate Strategic Initiatives
August 2016 - January 2018 (1 year 6 months)
Stamford, Connecticut

Starwood Hotels & Resorts Worldwide, Inc. Associate Director, Global Citizenship September 2012 - August 2016 (4 years)

Stamford Connecticut

Responsible for supporting the integration, execution and continuous evolution of Starwood's Sustainability / Global Citizenship Strategy, policies, and programs across its ten brands and throughout its global footprint of over 1,200 hotels in almost 100 countries. Drive the development and implementation of Starwood's comprehensive strategy, goals, reporting, partnerships and programs on energy, environment, water, waste, and supply chain. Source innovations and solutions by extracting Starwood best practices as well as best practices of our vendors and partners (both Business to Business and non-profit). Research world, industry, and CSR trends. Identify on-strategy programs and then build business cases to conduct global pilots with an eye toward broad-scale adoption. Influence, communicate and partner with multiple stakeholders in the furtherance of Starwood's CSR efforts, including both internal examples, such as Architecture and Construction (A&C), Brand, Communications, Design, Food and Beverage, IT, Legal, Marketing, Operations, Partnerships, Sales, Supply Chain, as well as those within external organizations including 501(c)(3), NGOs, small and large for profit business entities. Lead development and evolution of the technology that supports Starwood's CSR efforts.

Deloitte Consulting Senior Manager August 2003 - October 2012 (9 years 3 months)

Provided senior consulting expertise to clients through the management of high-visibility projects on strategic energy and sustainability planning, development of energy and resources management programs, and assessment of alternative energy technologies. As part of senior management team, developed and executed business service offerings in sustainability and energy management, and crafted related marketing strategies, tactics and targets. Managed mid- and junior-level consultants in areas including training, career development, mentoring, and performance assessments.



Prudential Financial General Manager July 1998 - July 2001 (3 years 1 month)

Supervised a 31-employee Installation Support area. Managed 6 teams responsible for separate components of the installation and administration of insurance coverages/policies for AETNA's clientele. Served as liaison/trouble shooter between team members, external clients, core support areas, and management.

# United States Army MAJOR

June 1994 - June 1998 (4 years 1 month)

Planned and directed all intelligence activities for a Military Intelligence
Battalion consisting of over 400 soldiers and 150 tactical vehicles. Managed
information systems, operations, personnel, and physical security programs.
Maintained tactical vehicles and equipment valued at \$1 million. Supervised 4 soldiers.

#### Education

Rice University - Jesse H. Jones Graduate School of Management MBA, Business · (2001 - 2003)

The College of William and Mary BBA, Business · (1990 - 1994)

OP

High School Diploma · (1987 - 1990)

- 7. Interview of Andrew Palladino for a position on the Conservation Commission: **no motion**
- 8. Appointment of Andrew Palladino to the Conservation Commission for a term to end December 31, 2025: I move to appoint Andrew Palladino to the Conservation Commission for a term to end December 31, 2025

#### Contact

www.linkedin.com/in/andrew-palladino-5469b93 (Linkedin)

Top Skills

Media Relations

Publicity

Content Strategy

## **Andrew Palladino**

Deputy Director, Global Communications and Media Relations, The Council on Foreign Relations

Weston

#### Summary

# Experienced Public Relations and Communications specialist across broad array of industry sectors

# Extensive strategic implementation of projects and clients across all media platforms

# Strong background in Corporate, Business and Public Affairs with extensive media relations experience

# Full-scale media event conception and production

#### Experience

Council on Foreign Relations Deputy Director, Global Communications and Media Relations November 2014 - Present (7 years 6 months)

Senior Public Relations/Communications/Marketing Strategist Senior Public Relations/Communications/Marketing Strategist September 2008 - November 2014 (6 years 3 months)

#### MEDIA CONNECT (FINN PARTNERS)

National Media Strategist / Independent Business & Political Books PR/ Communications Specialist

September 2009 - February 2014 (4 years 6 months)

New York, NY

Rubenstein Communications, Inc.

Vice President

September 2007 - September 2008 (1 year 1 month)

Time Inc. (Time Warner, Inc.)

Director, Communications, Business 2.0 Magazine & CNN Money

April 2006 - September 2007 (1 year 6 months)

CNN (Time Warner, Inc.)



Editorial Segment Producer (Independent) August 2005 - April 2006 (9 months)

The Golf Digest Companies (Conde Nast) Executive Director, Communications September 2004 - July 2005 (11 months)

BusinessWeek, The McGraw-Hill Companies Director of Communications & Associate Director of Communications April 2000 - September 2004 (4 years 6 months)

Newsweek Senior Publicist July 1999 - April 2000 (10 months)

#### Education

City University of New York-Hunter College Bachelor of Arts (B.A.) · (1994 - 1997) 9. Interview of Umberto Toreilli for a position on the Marketing and Communications Advisory Committee: **no motion** 

Hi Sara,

Lovely to speak with you just now -

As mentioned, my name is Umberto Torrielli and I've been a resident of Weston since November 2020 over at 100 Georgetown Rd. Please feel free to view my LinkedIn profile here for a most up to date view of my career / experience: https://www.linkedin.com/in/umbertotorrielli/

My education background includes a Cum Laude BA in Communications & Technology as well as an MBA with concentration in Marketing Management & Leadership.

Presently, I am the Co-Founder and Chief Strategy Officer for a publicly listed global data marketing consoling & technology group HQ'd in London, and have been working In the advertising & marketing industry for over 16 years.

I'm interested in joining the Marketing & Communications Advisory Committee as I believe my experience in the sector can be beneficial to support Weston's ambition as it relates to the foundational communications framework and strategic marketing initiatives that should drive visibility, extol virtues, and ultimately provide tangible benefits to the current and future communities of the town.

Please do let me know what potential next steps may look like-

All the best,

Umberto Torrielli

#### Contact

www.linkedin.com/in/ umbertotorrielli (Linkedin) www.wearesilverbullet.com (Company)

#### Top Skills

Digital Media
Digital Marketing
Online Advertising

#### Languages

English (Native or Bilingual)
Italian (Native or Bilingual)
French (Native or Bilingual)
Spanish (Limited Working)

## Umberto Torrielli

Chief Strategy Officer & Co-Founder - building innovative enterprise products and delivering best-in-class data services

New York City Metropolitan Area

#### Summary

Entrepreneur, thought leader, and mentor with extensive experience in the data and media technologies including:

- \*data-driven digital transformation
- \*innovation and product development
- \*architecting technical implementations & SaaS onboarding
- \*strategic consulting
- \*ad operations management
- \*content monetization
- \*new business development
- \*data driven strategy.

Experienced in hand crafting and leading high performing, specialized, multi-disciplined team:

- \*implementation/solutions consultants
- \*product development
- \*client success/account managers
- \*ad operations

Driving audience strategy & true data driven decisioning, DMP & CDP selection & deployments. Empowering brand performance and results with data.

Currently building an industry-leading contextual intelligence and brand suitability enterprise platform fueled by 1st party data Leading the Product, Strategy, and Delivery teams as co-founder & Chief Strategy Officer of Silverbullet

#### Experience

4D: Contextual Outcomes Engine Co-Founder & General Manager



#### Silverbullet

5 years 7 months

Group Chief Strategy Officer July 2019 - Present (2 years 10 months)

London, United Kingdom

Silverbullet is a global intelligence-driven marketing services company. We live and breathe data.

Co-Founder & Managing Partner
October 2016 - June 2019 (2 years 9 months)
London, United Kingdom

#### Ogury

VP, Data Partnerships & Strategy January 2016 - October 2016 (10 months)

#### Oracle

2 years 8 months

Director, Implementation - BlueKai DMP - EMEA, Oracle Marketing Cloud

June 2013 - January 2016 (2 years 8 months)

London, United Kingdom

Sr. Principal Solutions Consultant June 2013 - March 2015 (1 year 10 months)

The only Modern Marketing solution that integrates cross-channel, content, and social marketing with data management for the enterprise.

#### BlueKai

Sr. Solutions Consultant - DMP Implementations June 2013 - June 2014 (1 year 1 month)

Greater New York City Area

# FreeWheel Advisory Services Manager July 2011 - June 2013 (2 years)

Formerly: Business Services Consultant

Multi-functional role working with Fortune 500 companies focusing on:

10. Interview of Ellen Sher Crafts for a position on the Marketing and Communications Advisory Committee: **no motion** 

# Ellen Scherer Crafts Creator, Producer, Communications & Marketing Address Weston, CT, 06883 Phone E-mail

My 25+ year professional career has centered around producing and marketing top tier content. I have produced promotional campaigns and experiential events around the world for Fortune 100 clients and for my own entertainment production company Macrocosm Entertainment.

#### **Skills**

Production

Strategic Planning

**Brand Management** 

Relationship Building

Marketing and Communications

Content Development

#### **Work History**

#### 2015-02 - Current

#### Managing Partner/Producer

Macrocosm Entertainment, LA & NYC

Macrocosm creates original content in print, television and film to bring new worlds to life. Learn more by visiting: www. macrocosm.tv. www.streetgangmovie.com, www.teamns3.com, www.lanterncitytv.com:

- Research, develop and pitch stories that reflected unique sensibilities of multimedia platforms to include: Apple, Netflix, HBO Documentary Films, HBO Max, Universal, Screen Media, Abrams Publishing, and BOOM! Studios.
- Deploy well-coordinated campaigns, events and public relations strategies to promote film and publishing projects to include: "Street Gang: How We Got to Sesame Street", "The Unseen Photos of Street Gang: How We Got to Sesame Street", "The Not-So Secret Society", and "Lantern City".
- Developed and implemented marketing and communications plan in the US (and for some internationally) for Macrocosm projects to include: "Street Gang: How We Got to Sesame Street", "The Unseen Photos of Street Gang: How We Got to Sesame Street", "The Not-So Secret Society", and "Lantern City".

#### 2013-12 - 2015-02 VP/Director of Marketing

MUFG Union Bank, Los Angeles, CA

- Led marketing and event production for a multinational financial organization with headquarters in Japan, New York and California.
- Managed a team of marketing professionals who organized and executed robust, creative experiential marketing events and campaigns.
- Was part of the marketing team that oversaw the complete rebranding of Union Bank to MUFG Union Bank in the US.
- Identified and led areas of process improvement for marketing and events resulting in cost savings and operational efficiencies of 23% after one year of implementation.
- Coordinated with creative team to generate dynamic marketing content and communication tools for promotional campaigns.
- Oversaw the deployment of well-coordinated campaigns, events and public relations strategies to promote brand in rebranding campaign from Union Bank to MUFG Union Bank.
- Boosted brand awareness and generated leads while managing internal and external marketing campaigns and programs.
- Created innovative strategies to drive customer engagement.
- Collaborated with designers and editorial team on marketing materials.
- Created the Strategic Meetings Management program which included: implementing and enforcing meeting procurement and logistics policies for the organization and it's personnel; created competitive hotel and venue sourcing strategies to, implemented a vendor management program, and created SOPs (Standard Operating Procedures) for marketing's international teams.
- Developed and presented marketing plans and reports to CEO and shareholders.

#### 2013-01 - 2013-10 Account Director

Aimia Inc, Los Angeles, CA

 Responsible for account creation and development to include strategic meetings management initiatives, technology trends (platforms and mobilization), employee engagement solutions, and business loyalty programs.

#### 2005-09 - 2012-12 Merck Account Director

Aimia Inc. (previously Carlson Marketing Group), New Jersey & Pennsylvania

- Strategic business partner to key Merck meeting stakeholders in C-Suite, Sales and Marketing, Training and Development, and MRL divisions of Merck, providing customized service solutions for each unique operating area and staffing to support.
- Responsible for creating and delivering Strategic Meetings Management
   Program for Merck internal and external programs globally
- Successfully oversaw 80-150 meetings and events per year, ranging from 10 to 3,000 attendees.

- Achieved progressive promotion during tenure from Project Manager to Lead Project Manager - Sales and Marketing Meetings to Account Manager to Account Director.
- Managed and developed Aimia Project Manager Team of 10-15 employees
  that provided account management support by business area within Merck,
  presenting end-to- end solutions for live, virtual and hybrid meetings, as well as
  loyalty and engagement platforms to support client meeting objectives
- SME for Sales and Marketing Product Drug Launch Meetings, providing management for cross functional project teams to support client's launch objectives and drive financial compliance and risk mitigation.
- Decreased spending by 30% in one year through effectively designing budgets and managing costs through Strategic Meetings Management (SMM).
- Was appointed the external logistics lead for the Merck-Schering Plough merger logistics team and helped to create the new company processes for event and meeting management. Led the corporate on-boarding communication for leadership teams around the world post merger, and designed the internal campaign for education and compliance around meeting management and drug launches.

#### 2002-01 - 2005-09 Catering & Convention Services Manager

Harrah's Entertainment, Bally's Casino, Atlantic City, NJ

- Managed a large portfolio of corporate, association and internal marketing clients for convention programs and special events for the largest convention hotel in Atlantic City.
- Supervised onsite teams of union and non-union personnel in food and beverage, audio-visual, facility management and convention services to execute internal and external events.
- Supported senior leadership by developing status reports on activities related to planning, scheduling, cancellation, inquiries, resourcing, risk mitigation and proposal development for various events.
- Provided friendly, courteous service to create memorable moments for guests and drive customer loyalty to the casino.

#### 2001-01 - 2002-01 Meetings Manager

American Express, Marlton, NJ

- Planned and executed major aspects of meeting management for American Express's corporate and pharmaceutical and healthcare vertical clients to include US Food Service, Siemens, Astra Zeneca, Allergan and Aventis.
- Part of the Amex Sales and Operations consolidation team to support the growth and development of the Aventis account and provide strategic management solutions for their HCP meetings in the US
- Developed the meeting support structure and service level agreement for Aventis meetings for use by client stakeholders and for the planning teams assigned to Aventis meetings.

#### Education

#### **BSW**

Rutgers University - New Brunswick, NJ

#### **Volunteer Work**

I was one the of founders of the Women's March Los Angeles Foundation (a 501 c3 non-profit) and served as the Director of Communications for the organization for two years. During that time I helped to produce the largest event in the country in January 2017 in Los Angeles, responsible for communications and PR. For 2018's event I was responsible for securing Facebook for an unprecedented partnership and worked with them to have them help produce and stream the event via Facebook Live/ Facebook TV nationally.

I also volunteered for three years as Co-Community Outreach Lead for San Fernando Valley Moms Demand Action for Gun Sense in America, working to help communities impacted by gun violence. I help lead a team of volunteers who lobbied the California State Assembly and Governor's office to fund community based gun violence prevention programs and secured over \$9 million dollars in funding for that initiative in 2019. in 2020 I served as the California State Lead for Wear Orange in 2020 producing during the pandemic the first virtual live event "California Community Conversation on Gun Violence Prevention" that honored the victims and survivors of gun violence with founder Shannon Watts, representatives from CA State Assembly, and gun violence survivors.

I am honored to have been recognized by the City of Los Angeles, The Board of Los Angeles County Supervisors, and The City of West Hollywood for my volunteer work and civic actions.

11. Appointment of Debbie Sollinger to the Commission for Children and Youth for a term to end December 31, 2023.: I move to appoint Debbie Sollinger to the Commission for Children and Youth for a term to end December 31, 2023

#### Debbie Sollinger

#### **Work Experience**

Camp Laurel (www.camplaurel.com) Readfield, ME Owner/Director

- Operate and direct, along with my husband, one of the Northeast's premier children's summer camps, comprised of 520 campers and 330 staff
- Provide and oversee ongoing counseling (both formal and informal) to all members of the camp community, both children and staff
- Oversee & implement all staff leadership training and staff orientation
- Provide ongoing management and communication with parent clientele regarding camper issues
- Manage Camp Health Center, made up of in-house doctor and 18 registered
- Meet with prospective families throughout summer, providing on-site tours for future campers
- Plan & execute a myriad of camper programs and special events

#### The Ackerman Institute for the Family

New York, NY

Live Clinical Supervision

- Trained in Live Clinical Supervision with a Family Therapy Treatment Team, gaining hands-on therapeutic experience
- Conducted therapy sessions focusing on individuals' emotions and behaviors within the context of their family system
- Completed Core Curriculum program which combined clinical experience with family system theory, equipping me with skills necessary to succeed as a couples and family therapist

#### Kaplan House, Jewish Board of Family & Children's Services

New York, NY

Field Placement, Masters of Social Work

Mentored and tutored young men ages, 17 - 21 who were referred through the New York State Juvenile Justice System

12. Discussion/ decision to approve a new collective bargaining agreement with the Weston Police Union: I move to approve a new collective bargaining agreement with the Weston Police Union for the period of July 1<sup>st</sup> 2021 thru June 30, 2025, as presented

#### TOWN OF WESTON

and

WESTON POLICE UNION, FRATERNAL ORDER OF POLICE, LODGE 041

and

UNITED PUBLIC SERVICE EMPLOYEES UNION

July 1, 2018-2021 through June 30, 2021 2025

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#### **PREAMBLE**

This Agreement entered into by the Town of Weston, hereinafter referred to as the Town, and the Town of Weston Police Union, Fraternal Order of Police, Lodge 041 Department Employees UPSEU/COPS Local 1493 and United Public Service Employees Union, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union, while at the same time recognizing the obligations of both parties to the public.

# ARTICLE I: RECOGNITION

<u>Section 1.</u> The Town recognizes the Union as the sole bargaining agent for all uniformed and investigatory police employees working twenty hours or more per week, excluding the Chief of Police and Captain.

#### ARTICLE II: DUES DEDUCTIONS

<u>Section 1.</u> The Town agrees to deduct Union membership initiation fees and, once each month, dues, from the pay of those employees who individually and in writing authorize such deductions. The amounts to be deducted shall be certified to the Town by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Union after such deductions are made.

<u>Section 2.</u> These deductions will be made on the first payroll of each month as specified by the Town and agreed to by the Union. <u>Once initiated, authorization shall not be withdrawn until the employee is no longer a member of the bargaining unit.</u>

<u>Section 3.</u> In the event an employee's pay on the first payroll week of the month is not sufficient to meet in full the deductions requested by the Union, the requested deductions need not be made until the first payroll week in which the employee's pay is sufficient to meet the requested deductions in full.

<u>Section 4.</u> When a member's dues are not deducted by reason of the conditions described in Section 3 of this Article or by reason of an extended absence from the Department, during which time he is not paid, and such member returns to active duty after one year the employee shall sign a new authorization form to reactivate the dues deduction.

<u>Section 5.</u> The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action or inaction taken by the Town for the purpose of complying with the provisions of this Article,

# ARTICLE III: UNION SECURITY [RESERVED]

Section 1. All employees who are members of the Union on the effective date of this Agreement

shall as a condition of employment remain members of the Union.

Section 2. All employees covered herein who are hired after the effective date of this Agreement, who do not voluntarily join the Union, shall as a condition of continued employment, pay to the Union each month during the life of this Agreement, or any extension thereof, a service charge in an amount set by the Union in accordance with applicable legal requirements, to cover the costs of collective bargaining, contract administration and grievance adjustment and/or other applicable fees as provided in Article II.

# ARTICLE IV: SENIORITY

<u>Section 1.</u> The seniority rights of all members of the Department shall be based upon length of service in the Department and shall be determined from the day such member or members were officially appointed to the Department on a full-time basis.

<u>Section 2.</u> Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day shall be determined by their relative position on the entrance examination, with the greatest seniority being granted to the individual standing highest on the list among those appointed and so on down in order of their scores on the entrance examination.

Section 3. Seniority shall not be broken by vacations, sick time, suspension of less than sixty (60) days duration, relieved from duty, or any authorized leave of absence or any call to military service for the duration as herein described.

<u>Section 4.</u> Employees who may resign voluntarily, or who may be discharged for just cause, shall lose all seniority.

<u>Section 5.</u> Rank Seniority is defined as the total length of continuous service as a permanent appointee to a given rank.

# ARTICLE V: PROBATIONARY PERIOD

<u>Section 1.</u> To enable the Board of Police Commissioners to exercise sound discretion in filling positions within the Police Department, no appointments to the classification of Police Officer shall be deemed final and permanent until the expiration of a period of a one (1) year probationary period. During the probationary period of any such employee, the Board of Police Commissioners may terminate the employment of such employee at its sole discretion without recourse to grievance or arbitration.

#### ARTICLE VI: GRIEVANCE PROCEDURE

<u>Section 1. Purpose:</u> The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee

morale.

<u>Section 2. Definition:</u> A grievance for the purposes of this procedure shall be considered to be employee or police union complaints concerned with:

- 1. Discharge, suspension, reduction in grade or rank, or other disciplinary action.
- 2. Charge of favoritism or discrimination.
- 3. Interpretation and application of rules and regulations and policies of the Police Department.
- 4. Matters relating to the interpretation and application of the articles and sections of this Agreement.

<u>Section 3. Procedure:</u> Any employee may use this grievance procedure up to, but not including arbitration, with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union aid, the Union may, at its discretion, process the grievance from the next succeeding steps following that which the employee has utilized.

STEP ONE: Any employee who has a grievance shall reduce the grievance to writing within fifteen (15) calendar days of the event giving rise to the grievance and shall submit it to the Chief of Police. The Chief of Police shall arrange to meet with the grievant and/or the Union representative and use their best efforts to settle the dispute. The Chief of Police's decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within ten (10) working days (defined as Monday through Friday) of receipt of the grievance.

STEP TWO: If the complainant and/or his representative, if represented are not satisfied with the decision rendered by the Chief of Police, the employee and his representative shall submit the grievance in writing to the Chairman or Vice Chairman of the Board of Police Commissioners within ten (10) calendar days from receipt of the Chief of Police's decision and shall be available to meet the Commission at its next regular meeting after the date the grievance is filed with the Commission Chairman. The Police Commission shall render its decision within thirty (30) calendar days after the date of its meeting.

STEP THREE: If the Union is not satisfied with the decision rendered, the Union may within thirty (30) calendar days notify the Town that it intends to submit it to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon the Town and the Union, however, the arbitrator or arbitrators shall be limited to the express terms of this Agreement and shall have no authority to amend or modify the provisions of this Agreement. Only the Union shall have the authority to submit a grievance to arbitration.

<u>Section 4. Mediation:</u> The mediation services of the State Board of Mediation and Arbitration may be used in the third step negotiations provided both parties mutually agree on the desirability of this service.

<u>Section 5. Meetings:</u> If either of the parties related to the grievance process desire to meet for the purpose of oral discussion a meeting shall be required and scheduled not later than fifteen (15) calendar days after the receipt of the request.

<u>Section 6. Recording of Minutes and Testimony:</u> Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the procedure at his own expense.

<u>Section 7. Police Union as a Complainant:</u> The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

<u>Section 8. Time Extensions:</u> Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of the parties concerned.

<u>Section 9. Representation:</u> All parties to any grievance shall have the right and choice of representation whenever representation is desired, at their own expense.

# ARTICLE VII: DISCIPLINE AND DISCHARGE

<u>Section 1.</u> Any non-probationary employee who may be subject to discharge, suspension, demotion, reduction in grade or rank, or other disciplinary action above a verbal or written warning shall, prior to the implementation of such action, be given a Disciplinary hearing as provided for in Section 2 of this Article.

<u>Section 2.</u> At all disciplinary hearings before the Board of Police Commissioners, or any authorized committee, all witnesses shall be sworn, mechanical recording equipment, or a stenographer may be used to record all testimony and the members of the Department being disciplined shall have the right and choice of representation. Such hearings shall be closed to the public, including the press. All records and testimony or minutes shall also be closed to the public.

<u>Section 3.</u> The employee facing departmental charges shall be provided with a written copy of such charges not later than ten (10) calendar days prior to any hearing. The employee shall also be provided with a copy of any written statement given by any person whom the Town Authority intends to call as a witness at such hearing. The Town Authority shall be provided with a copy of any written statement given by any person when the employee or Union intends to call as a witness at such hearing.

Section 4. The Town Authority shall conduct and complete disciplinary hearings and take disciplinary action, if any, within sixty (60) calendar days of notice from the occurrence of the event giving rise to disciplinary action or ninety (90) calendar days, whichever occurs first. This time limit may be extended upon mutual written agreement of the parties, and no time limit shall apply in a case where an employee is convicted of a crime. The accused shall receive a letter advising him/her of the disposition of his/her hearing not later than fifteen (15) calendar days

after such hearing with a copy to the Union.

<u>Section 5.</u> Any employee who has been disciplined or discharged and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and compensated for any loss in wages.

<u>Section 6.</u> No employee shall be suspended, discharged, reduced in grade or rank or issued a reprimand on verbal complaint; the complaint must be made in writing and the person making the complaint shall be present at any hearing for the reasonable taking of statements if either party deems it necessary.

<u>Section 7.</u> Any employee who may be found guilty of charges and subjected to punitive measures or discharged, which shall only be for just cause and proven by clear and convincing evidence, shall have the right to appeal such decision as provided for in Article VI, Grievance Procedure, at Step Three.

<u>Section 8.</u> Employees under departmental charges shall have and enjoy the right of rescheduling their hearing within thirty (30) calendar days upon showing just cause.

<u>Section 9.</u> The Department shall have the authority to relieve from duty any employee, provided however, the employee shall receive his/her full pay for any such time that he/she is so relieved.

<u>Section 10.</u> The Chief of Police shall have authority to reprimand in writing or suspend any Police Officer from duty for up to three (3) consecutive working days as defined in Article VII, Section 1 without pay. Such action shall not be subject to hearing before the Board of Police Commissioners but shall be subject to the grievance procedure.

Any charge which would be in excess of the three (3) consecutive working days as defined in Article VII, Section 1 suspension would subscribe to the usual disciplinary procedure.

<u>Section 11.</u> In any matter of discipline both the charges as to guilt and the appropriateness of the disciplinary action may be cause for hearing or grievance. If, however, guilt of any of the below is proved, after hearing or by the parties confession thereof, the Board of Police Commissioners shall have the right to discharge the officer in question and only the question of guilt is open to hearing or grievance.

- 1. Conviction of a felony.
- 2. Failure to notify the Chief of an arrest.
- Refusal to submit to a physical examination or allow the physician to give medical information to the Commission of such at examination, when ordered by the Chief, Acting Chief, or the Board of Police Commissioners provided however that any officer required to submit to a physical exam shall be paid his straight time hourly rate for the time so spent in taking such physical examination.
- 4. The willful falsification of pre-employment, employment medical records or the

willful withholding of any substantive personal, medical, or previous employment history when making or filling out such application or history.

# ARTICLE VIII: SICK LEAVE

<u>Section 1.</u> Sick leave shall be considered to be the absence from duty, with pay for the following reasons:

- (a) Illness or injury, except where directly traceable to employment by an employer other than the Town of Weston. When the employee is required to undergo medical, optical, or dental treatment, and only when this cannot be accomplished on off-duty hours.
- (b) When the illness of the employee's spouse or child under eighteen (18) years of age residing in his/her household requires his/her personal attendance, and a medical certificate supporting the illness and the necessity of the employee's attendance is furnished to the Chief of Police by such employee. Sick leave may also be used, subject to the same conditions, for the illness of a child between eighteen (18) and twenty one (21) years of age (inclusive) who is a full-time student, or a parent residing in the employee's household, with a limit of twelve (12) days per year for any such relatives.

#### Section 2. Sick Leave Allowance

Each employee shall accumulate sick leave at the rate of one and one-quarter  $(1^{1}/4)$  days per month.

#### Section 3. Sick Leave Accumulation

- (a) All unused sick leave for any employee during continuous employment shall accumulate to a maximum of one hundred seventy-five (175) days. The Board Police Commissioners may, in its discretion, grant sick leave beyond one hundred seventy-five (175) days.
- (b) No credit towards accumulated sick leave shall be granted for time worked by an employee in excess of his normal work week.
- (c) Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave, injury leave, vacation, or short-term military leave (such as summer camp).
  - (d) Sick leave shall not continue to accumulate during leaves of absence without pay.
- (e) An employee who retires due to a disability incurred within the scope of his/her employment shall be paid a lump sum of money that is equal to the number of sick days due such employee multiplied by the prevailing regular daily rate of pay received by such employee on the date of such retirement but not to exceed one hundred fifty (150) days.

- (f) All sick leave shall be cumulative from the date of hire.
- (g) Effective on ratification of the 2018-2021 contract, any employee who terminates his/her employment, after vesting, for any reason, other than discharge, shall receive, on the basis of his/her current wages, full compensation for up to seventy five (75) days of actual unused accumulated sick leave. The Town agrees to pay employees for sick days accrued as of the date the 2018-2021 contract is ratified above 75 sick days up to 100 sick days (i.e. max one time payout up to 25 sick days) within 30 days of when the 2018-2021 contract is ratified.
- (h) The payment described herein shall be increased by 10% for any employee who gives more than one hundred fifty (150) days written notice of his/her retirement or resignation, and shall be reduced by 10% for any employee who gives less than 90 days written notice of his/her retirement or resignation.

### Section 4. Medical Certificate and Inspections

The Town may require the employee to provide reasonable medical evidence establishing that absence from work was required, in any of the following circumstances:

- (a) For any period of absences consisting of more than five (5) consecutive working days.
- (b) When it is reasonably presumed that a member of the immediate family is suffering from a serious contagious disease which may endanger the health of other employees of the Department.
- (c) When there is just cause to believe that sick leave is not being used for the purposes specified in Section 1 above. If there is a grievance over whether just cause has been established, said grievance shall be subject to arbitration, if not otherwise resolved, through the expedited arbitration procedures of either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association, at option of the Union. If just cause is established, the Town may require the employee in question to submit to a medical examination by the physician who conducts the annual physical examinations or another physician mutually agreed to between the Town and the Union. Upon completion of the examination, the physician shall provide the Town and the employee a statement regarding the justification for the absence, and the employee shall sign any necessary release to accomplish this result. If the Town intends to require such a medical examination covering future absences, it shall so notify the employee in writing. Any such notice shall expire after ninety (90) calendar days unless renewed for just cause. When the Town exercises its rights under this paragraph (c), it shall be responsible for any physician's charges for such medical examination.

### Section 5. Reporting Illness

(a) When an employee finds it necessary to be absent from duty on sick leave, he/she shall cause the fact to be reported to the Desk Officer not later than four (4) hours prior to his/her

schedule of duty, unless his/her knowledge of such sickness occurs after four hours prior to the tour of duty, in which case he/she shall report it as soon as is diligently possible.

### Section 6. Redemption of Accumulated Sick Leave at Death

Upon the death of an employee, his/her survivors shall be paid a lump sum of money that is equal to the number of sick days not to exceed one hundred and fifty (150) days due such employee, times the prevailing day rate of pay received by such employee on the date of such death.

#### Section 7. Sick Leave Records

The Department shall maintain a record for each employee of all sick leave taken and accumulated, and shall furnish a copy to the Union annually as of July 1.

# ARTICLE IX: INJURY LEAVE

Section 1. Up to Maximum Recovery: Each employee who is injured or disabled in the performance of his/her duties shall be entitled to injury leave with full pay, less worker's compensation, or other insurance, from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed two (2) years. If such employee is unable to return to duty, he/she shall be eligible for disability pension, under the pension plan, if qualified.

Section 2. Each member who is injured or disabled off duty shall be entitled to injury leave without pay for a maximum of one calendar year to start after the union member has exhausted his or her sick time, vacation time, and accumulated time. During the period of any such leave, the member may continue to participate in the Town's health insurance; however, the member must pay 100% of the costs associated with same, In addition, there shall be no Town contribution to the HSA during the period of leave. No benefits or seniority shall accrue during the period of off duty injury leave, including, but not limited to sick leave, vacation time, or pension benefits. In order to be eligible for off duty injury leave, the member must produce a medical certificate attesting to the need for such leave, and may be required to produce medical certification throughout the period of leave, but at no time more than one time every three months. The Town reserves the right to seek an independent medical examination to determine leave eligibility and fitness for duty. Prior to returning from off duty injury leave, the member must produce a medical certificate stating that the member is fit to return to full active duty, and is capable of performing the essential functions of the position.

# ARTICLE X: FUNERAL LEAVE

<u>Section 1.</u> Special leave of five (5) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his spouse, child, mother or father.

<u>Section 2.</u> Special leave of three (3) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of any relative or relative-in-law domiciled in the employee's household.

<u>Section 3.</u> Special leave of three (3) working days without loss of pay, beginning with the day of death, shall be granted to an employee in the event of the death of his sister, brother, mother-in-law, father-in-law.

<u>Section 4.</u> Special leave for one (1) working day without loss of pay shall be granted an employee in the event of the death of his brother-in-law, sister-in-law, uncle, aunt, nephew, niece, cousin, grandfather, grandmother or grandchild not domiciled in the employee's household, to be taken on the day of the funeral.

<u>Section 5.</u> Under extenuating circumstances of hardship an employee shall be granted three (3) additional days of compensatory time for vacation days or sick leave to be taken within ten (10) days at the date of death of any of the persons named in Sections 1, 2 and 3 of this Article.

# ARTICLE XI: CLOTHING

<u>Section 1.</u> The Town shall provide each officer with all uniforms necessary. It will replace any such items which are torn or otherwise caused to be unusable by action when on duty and shall replace items that so need it by cause of reasonable and normal wear and use.

Section 2. The Town shall provide for the dry cleaning of uniforms for each employee.

<u>Section 3.</u> The Town shall reimburse any policeman for the loss or damage of clothing and/or personal property suffered in the performance of duty. Such claims for loss must be supported with reasonable proof of loss and the value of the clothing and/or personal property. The Town is not liable for any such item in excess of \$500.00 with the exception of a motor vehicle or dentures.

Section 4. The Detective shall receive an annual clothing allowance of six hundred dollars (\$600.00) to be paid on or about the first pay date of October in each fiscal year. His working clothing shall be cleaned at Town expense, with the approval of the Chief of Police, to be limited to the suit, sport jacket, shirt, tie, trousers, and top coat.

<u>Section 5.</u> The Town shall annually provide and pay for two (2) pair of work shoes for each member in the bargaining unit, up to a maximum of \$180.00 which may be purchased at any time during each fiscal year, at the employee's discretion.

<u>Section 6.</u> The Sergeant shall receive an annual clothing allowance of three-hundred dollars (\$300.00) to be paid on or about the first pay date of October in each fiscal year.

His working clothes shall be cleaned at Town expense, with the approval of the Chief of Police, to be limited to the suit, sport jacket, shirt, tie, trousers and top coat.

## ARTICLE XII: HOLIDAYS

Section 1. Each employee shall be entitled to fifteen (15)sixteen (16) paid holidays per year payable the first pay day of December unless an officer indicates to the Selectman's Office by June 15th his/her desire to be paid for (7)(8) holidays as of the first pay day of July and (8) holidays as of the last pay day in November.

Section 2. Employees shall be paid at the rate of double time for all holidays worked outlined in Section 1 of this Article. In the event that any other town employees are paid triple time for such holidays during the term of this contract, then the Police Officers covered by this contract shall also receive triple time.

<u>Section 3.</u> The following holidays listed in Section 1 above shall be deemed, for purposes of this Contract, to fall on the following dates:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Easter Sunday
Per calendar
Per calendar
Per calendar

Memorial Day Last Monday in May

<u>June 19</u> Independence Day <u>June 19</u> July 4

Labor Day 1st Monday in September

Columbus Day Per calendar Veterans Day Per calendar

Thanksgiving Day Last Thursday in November Day after Thanksgiving Day after Thanksgiving

Christmas Day Dec. 25

Employee's Birthday Per Dept. records or day after holiday if it

falls on holiday

# ARTICLE XIII: OVERTIME

Section 1. All overtime duty shall be paid at the rate of one and one-half (1  $\frac{1}{2}$ ) times the employee's regular hourly rate for all hours worked in excess of eight and one-quarter ( $8^{1}/4$ ) hours, or the employee's regular work schedule.

Section 2. Employees who may be called into work on their regular day off, shall be required to work a full shift, eight and one-quarter  $(8^{1}/_{4})$  hours and shall be compensated for such work at one and one-half  $(1^{1}/_{2})$  times the employee's regular rate, provided that if the employee, by mutual agreement of the employee and the Chief of Police or his designate, works less than eight and one-quarter  $(8^{1}/_{4})$  hours, compensation shall be paid for only the hours worked, at one and

one-half  $(1^{1}/_{2})$  times the employee's regular rate.

<u>Section 3.</u> When an employee is required to return to duty to perform overtime duties on a regular working day and when the overtime hours so worked are not continuous with the employee's regular duty hours, or for an emergency turnout, he shall be paid not less than four (4) hours at the rate of one and one-half  $(1^{1}/_{2})$  times his regular rate.

<u>Section 4.</u> Overtime pay shall not be subject to the minimum hours provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

<u>Section 5.</u> All overtime work assignments whether patrol or investigatory, shall be based on total number of hours worked, for all full-time police. Said system shall have records to be posted monthly, of all overtime worked for that month and the total number of hours worked to date and shall be kept in close proportion to all other officers. All refusals shall be marked as a refusal and the number of hours that were offered shall still be added to the officer's total hours.

Should at the end of each month, a disproportionate number of total hours for any employee exist, then, in that case they shall be adjusted at the next available opportunity.

Overtime shift assignments shall be made in accordance with Addendum A, which is attached hereto.

<u>Section 6.</u> New employees to the Department who indicate their desire for such overtime work shall have their cards placed at the rear of the file.

<u>Section 7.</u> Nothing contained in this Agreement shall be construed so as to prevent the Town from ordering an employee to work overtime in any emergency situation.

<u>Section 8.</u> Each officer will attend twelve (12) extra training sessions, each not to exceed four hours in length, per annum. Should the officer not be on duty at that shift or day he or she will come in on his or her own time for the session unless he or she is sick or on vacation. Each non-probationary officer will be compensated for this annual attendance by receiving eight (8) training days off per annum, such days to be spread through the year and decided upon based on the schedule needs of the Department. Each non-probationary officer who attends more than twelve extra training sessions, each not to exceed more than four (4) hours in length, per annum, shall be paid at a rate of straight time per hour.

Section 9. No part-time employee shall be used in lieu of a regular police officer or sergeant for any work until it has first been offered to all regular police officers, and then to all sergeants. Regular police officers and sergeants shall be permitted up to seventy-two (72) hours prior to the start of an overtime work assignment to displace a part-time employee who had accepted such overtime assignment.

Section 10. The Detective shall be paid overtime at the rate of time and one-half  $(1^{1}/2)$  when he exceeds the aggregate seven and three-quarters  $(7^{3}/4)$  hours per work day as it is understood his

work day may be split up as circumstances may require.

Section 11. Any employee who is subpoenaed to either criminal or civil court when the employee is not scheduled to work, as a result of action taken by said employee in the performance of his duties for the Town of Weston, shall be paid at time and one-half  $(1^{1}/_{2})$  his hourly rate of pay for a minimum of four (4) hours.

## ARTICLE XIV: VACATIONS

<u>Section 1.</u> Employees shall be granted time off with pay for vacations according to the following schedule:

1 week after 6 months 4 weeks after 10 years 2 weeks after 1 year 5 weeks after 15 years 3 weeks after 5 years

5 weeks after 5 years

Years of employment shall deal with years employed by the Town on a full-time basis.

Section 2. The vacation period shall be between July 1st to June 30th of each fiscal year and each employee shall be afforded the opportunity to be off on vacation within the fiscal year. Vacation time must be taken, if at all, in the year assigned, and cannot be thereafter accumulated. Employees may carry over up to five (5) days of vacation to be taken in the next fiscal year with the permission of the Chief of Police or his designee.

<u>Section 3.</u> An employee's vacation shall be determined on the anniversary date of the employment and department seniority prevails in the selection of vacation periods. Choice of dates shall be granted, whenever practical, but operating requirement of the Police Department shall prevail. When choice of date has been granted it will not be interfered with, except in cases of emergency.

After ten (10) years of service one-half  $\binom{1}{2}$  of all the employee's vacation time may be used at one (1) day at a time (or any amount less than a full week), whenever practical, however, this does not eliminate the current practice of taking one (1) day at a time for a total of one (1) week by any member of the bargaining unit.

<u>Section 4.</u> Prorated accumulated vacation pay, limited to that year, shall be given to employees upon termination or retirement from Town service.

<u>Section 5.</u> In the event of an employee's death, his prorated accumulated vacation pay, limited to that year, shall be paid to the employee's next of kin.

<u>Section 6.</u> As used in Section 1 of this Article, one week of vacation shall equal five (5) work days. However, for purposes of the vacation scheduling provisions of Section 3, a vacation week shall consist of the number of consecutive days in an employee's regular work period. For example, a police officer with four (4) weeks of vacation may take five (5) four-day work

periods of vacation.

### ARTICLE XV: HOURS OF WORK

Section 1. The regular work cycle shall be four (4) consecutive days, of eight (8) hours fifteen (15) minutes each, with two (2) consecutive days off. This cycle shall be followed throughout the calendar year. The detective work cycle shall be five (5) consecutive days, of seven (7) hours forty-five (45) minutes each eight (8) hours, with two (2) consecutive days off.

<u>Section 2.</u> The work period of all officers except detectives shall consist of six (6) days. The department shall maintain three (3) work shifts:

Shift A	7:00 AM to 3:15 PM
Shift B	3:00 PM to 11:15 PM
Shift C	11:00 PM to 7:15 AM

- a. Patrol Officers shall work two (2) work cycles on Shift A (0700 1515) then rotate to Shift B (1500 2315) working two (2) work cycles. Shift C (2300 0715) will be a straight tour. Shift C will be on a volunteer basis with seniority, as defined in Article IV, as the determining factor. For this purpose, there shall be a bid system. In the event that there are no sufficient volunteers for Shift C, it shall be assigned on an inverse seniority basis, and each assignment will start with the lowest eligible officer in seniority. The directions of rotation and/or the length of time between rotations may be revised upon mutual agreement between the Town and the Union.
- b. Patrol Officers shall continue to bid for Shift C every three (3) months. The bids for Shift C shall be posted at least thirty (30) days prior to commencement, and shall be removed fourteen (14) days later.
- c. Sergeants shall work one (1) work cycle of Shift A followed by one (1) work cycle of Shift B. Sergeants shall rotate between Shifts A and B only.
- d. The Detective shall work the day shift only Monday Friday unless otherwise assigned by the Chief.
- <u>Section 3.</u> Employees shall only be required to work the hours of the work period to which they are assigned for that work period except in an emergency. Personnel who may be transferred to another division or promoted shall be an exception to this Section.
- Section 4. Once designated and in a manner provided for in Section 1 of this Article, an employee's regular days off shall not be changed without the express approval of the employee, except that, the Chief of Police or his designate shall upon one weeks notice (7 calendar days) change working partners a maximum of twice in each fiscal year, and all such changes shall still follow the normal rotation. If any time off is lost by the employee, due to such change of partners, it shall be made up by the Department at one and one half  $(1^{1}/_{2})$  times his regular rate,

provided however that no employee shall be allowed to contravene the other articles or section of this Agreement.

<u>Section 5.</u> No employee shall be required to work two (2) shifts consecutively, except in an emergency situation.

Section 6. During each tour of duty, employees shall be allowed thirty (30) minutes for lunch.

<u>Section 7.</u> All work schedules shall be completed and posted on the Departmental bulletin board not later than five (5) days in advance of the date when the working period changes.

Section 8. All shifts shall be staffed by a minimum of two (2) uniformed officers.

<u>Section 9.</u> New employees will work a five (5) - two (2) work schedule while they are attending basic training at the Municipal Police Training Academy or its equivalent.

Section 10. In the event that the Town decides to institute a School Resource Officer position, such employee shall work a five (5) - two (2) work schedule and shall be assigned to day shift assignments only in order to meet the requirements of the job as determined by the Town. The SRO and Detective will be off duty on the holidays listed in Article XII, subject to Department needs, and provided that their work day is 8.0 hours/day (with same 5-2 schedule). In the event that the Town decides to institute a School Resource Officer position, the parties agree to immediately commence bargaining over mandatory subjects of bargaining which are not covered in the above sentence.

<u>Section 11.</u> Officers assigned to the Patrol Division, Sergeants and the School Resource Officers shall be entitled to swap shifts with the prior authorization of the Chief of Police.

### ARTICLE XVI: EXTRA OR SPECIAL POLICE DUTY

<u>Section 1.</u> The terms "Extra Police Work" or "Extra Police Duty" for the purpose of this Article shall mean police duty that is not assigned as part of the regular police duty but is offered as being available to those who desire it.

<u>Section 2.</u> All extra duty assignments shall be made by the Chief of Police, or his designate, and shall first be offered to all regular full time Weston Police Officers.

Section 3. Extra Police Work assignments (OJ) that shall be available for full-time employees shall be allocated in an equitable fashion. Each OJ shall be recorded to a running log of all OJ assignments as a single digit. A refusal or acceptance of said assignment will be recorded to the log. OJ assignments will be offered to the member with the lowest recorded number and who is available to work the assignment as set forth by the provisions of the collective bargaining agreement. The log will be a running format and maintained as such in order to balance opportunities for assignments to all members. New employees to the department who indicate their desire for such work shall be assigned a number equal to the highest on the log and shall be offered OJ assignments accordingly.

<u>Section 4.</u> The department shall utilize the Police Officers Scheduling Software (POSS) system for work schedule management or a similar software system. The department work schedule shall be published and made available to all members of the department. Department overtime and OJ assignments will be offered to members by email, telephone or text message communications.

Section 5. Employees working on Extra Duty assignments, except in cases directed by the Town or any division, department or board thereof, including the Weston Public Schools, any not for profit civic or charitable organization and residents of the Town, shall be paid at time and one-half  $(1^1/2)$  the officer's hourly rate of pay, with a minimum of four (4) hours for each assignment. Work in excess of eight (8) hours shall be paid at double time the officer's hourly rate of pay. When the Extra Duty assignment is on a holiday as outlined in Article XII, Holidays, rate of pay, with the four (4) hour minimum for said assignment, shall be at double time the officer's hourly rate of pay.

Employees working on extra or special duty assignments in cases directed by the Town or any division, department or board thereof, including the Weston Public Schools, any not for profit civic or charitable organization, and residents of the Town shall be paid at time and one half (1 \(^{1}/\_{2}\)) the officer's hourly rate of pay, with a minimum of three (3) hours for each assignment. When the extra duty assignment is on a holiday as outlined in Article XII, Holidays, rate of pay, with the three (3) hour minimum for said assignment, shall be paid at double time the officer's hourly rate of pay.

<u>Section 6.</u> When the work assignment is related to construction work any hours worked on a Sunday shall be at the double time rate.

<u>Section 7.</u> When available, only persons paying dues to the Union shall be assigned to jobs where the project being serviced is a Union job.

# ARTICLE XVII: RATE OF PAY

### Section 1.

(a) Effective and retroactive to July 1, 20182021, police officers shall receive a 2.25%1.5% general wage increase over the rates in effect as of June 30, 20182021.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.	
67,67063,457	74,44369,809	81,137 <del>76,086</del>	88,44182,935	95,94789,974	

(b) Effective July 1, 20192022, police officers shall receive a 2.50%2.4% general wage increase over the rates in effect as of June 30, 20192022.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
69,29465,044	76,23071,554	83,08477,988	90,56485,008	98,25092,223

(c) Effective July 1, 20202023, police officers shall receive a 2.5%2.4% general wage increase over the rates in effect as of June 30, 20202023.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
70,957 <del>66,670</del>	78,05973,343	85,07879,938	92,73787,134	100,60894,529

(d) Effective July 1, 2024, police officers shall receive a 3.0% general wage increase over the rates in effect as of June 30, 2024.

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
up to 12 mo.	13-24 mo.	25-36 mo.	37-48 mo.	Over 48 mo.
73,086	80,401	87,631	95,519	103,626

(d)(e) Effective upon ratification. The Sergeant shall receive the following Annual Rate of Pay:

### STEP 1

### STEP 2

1 to 12 Months-15% 18%	above
Top Grade Police Officer	

13 Months & Over-17%20% above Top Grade Police Officer

(e)(f) Effective upon ratification, Tthe Detective shall receive the following Annual Rate of Pay:

### STEP 1

### STEP 2

1 to	12 Months-5%8% above
Top	Grade Police Officer

12 Months & Over-7% 10% above Top Grade Police Officer

Section 2. All employees who have less than twelve (12) months of service shall be paid at Step 1.

All employees who have twelve (12) months of service, but less than twenty-four (24) months shall be paid at Step 2.

All employees who have twenty-four (24) months of service, but less than thirty-six (36) months shall be paid at Step 3.

All employees who have thirty-six (36) months of service, but less than forty-eight (48) months shall be paid at Step 4.

All employees who have forty-eight (48) or more months of service shall be paid at Step 5.

Employees shall advance to the next Step on the anniversary date of their employment on a full time basis.

<u>Section 3.</u> New employees to the Department shall be paid at Step 1 as outlined in Section 1 of this Article and shall advance through the steps as provided for in Section 2 of this Article.

<u>Section 4.</u> The Town shall have the right to pay employees on a bi-weekly basis (every two weeks) provided that if the Town elects to pay employees bi-weekly, it shall allow employees the option of having their pay directly deposited to the financial institution selected by the employee.

<u>Section 5. Longevity.</u> All employees who have completed five (5) or more years of service, within each fiscal year, shall receive an annual longevity pay equal to sixty five dollars (\$65) for each year of such service, payable the first pay period in July. Employees hired after the ratification of the 2018-2021 contract will not be eligible to receive longevity pay.

<u>Section 6.</u> When no officer above the rank of Patrolman is on duty, the Police Officer of the Department who is left in the capacity of Supervisor, known as the Senior Officer, shall receive an additional sum equal to seven and one-half percent  $(7 \frac{1}{2}\%)$  more than the top grade Patrolman's rate for each such hour or fraction thereof.

Section 7. Effective upon ratification. Eeach employee working the evening shift, in addition to any other benefits said employee is entitled to, shall receive a four-five and one-half percent (4%)(5.5%) per hour pay differential for hours actually worked on such shift. Each employee working on the midnight shift, in addition to any other benefits said employee is entitled to, shall receive a seven-eight percent (7%)(8%) per hour pay differential for hours actually worked on such shift. These pay differentials shall be computed on base pay, and shall not be included for purposes of computing overtime, Senior Officers, or any other pay differential.

Section 8. Effective upon ratification, officers performing the following special assignment on a full-time basis shall be compensated at the following rate per year:

Emergency Medical Technician \$2,000.00

Stipend shall be paid at fifty percent (50%) of total value during the first pay period in July and December of each year.

Section 9. Effective upon ratification of the July 1, 2021 through June 30, 2025 collective bargaining agreement, each employee shall receive a one-time one thousand dollars (\$1,000.00) signing bonus.

# ARTICLE XVIII: INSURANCE

<u>Section 1.</u> Except as otherwise provided below, the Town shall provide, for all designated employees and enrolled dependent(s) to age 26, the following insurances:

- (a) The Town shall provide and pay for life insurance for each member of the bargaining unit, as soon as practicable after the 2018-2021 contract is ratified, in the amount equal to two times (2X) the employee's annual salary rounded to the nearest thousand, to a maximum of \$200,000. The spouse, at his/her expense, may purchase life insurance from the Town's carrier.
- (b) The Town shall provide and pay for a line of duty accidental death and disability policy for each police officer, in addition to (a) above, with a maximum death benefit of seventy-five thousand dollars (\$75,000).

Effective July 1, 2015, employees shall have a high deductible health (HDHP) care plan with a Health Reimbursement Arrangement (HRA). The terms of this plan are set forth in Addendum B. Adjustments to the deductible for the high deductible plan may be made from time to time consistent with federal limits associated with HRA plans or based on cost savings which may be available by adjusting insurance/self-insurance limits.

Employees shall contribute the following listed percentage of the cost of health insurance. The listed percentages shall be applied to the combined cost of the insurance premiums and health reimbursement account limits or Town self-insurance or reinsurance costs (if applicable).

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Effective July 1, 20182021: 19%21%
Effective July 1, 20192022: 20%21%
Effective July 1, 20202023: 21%
Effective July 1, 2024: 22%
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The employee contribution shall be made through payroll deduction. The Town shall contribute the remaining percentage of the premiums or premium equivalent costs.

- (d) The Town shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a Plan. Said Plan will be designed to permit exclusion from taxable income from the employee's share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form.
- (e) If the total cost of a group health plan or plans offered under this contract triggers an excise tax under IRS Code § 49801 or any other local, state, or federal statute or regulation, the Town and the Union will, upon the request of the Town, engage in midterm negotiations regarding the impact of such excise tax in accordance with the Municipal Employee Relations Act. Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage, including to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the cost of coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

(f) Health Insurance Waiver. Employees who are eligible to participate in the Town's health insurance plan may opt out of such plan upon the presentation of proof of valid and ongoing participation in a health insurance plan from another source. Employees waiving participation in the Town's health insurance plan shall receive an amount equal to forty percent (40%) of the combined cost of the averted health insurance premium as well as the Town's Health Reimbursement Arrangement contribution, less the required employee premium cost share. Such payments shall be paid in equal installments commencing upon the end of participation in the Town's health insurance plan.

<u>Section 2.</u> Notwithstanding the above listing of specific carriers, administrators and plans, the Town reserves the right to change carriers, administrators, funding methods or claims procedures, or to implement recommended cost containment procedures, provided the resulting benefits are substantially equivalent to the benefits in effect immediately prior to the change, and provided the cost to employees who comply with such procedures is not greater than it would have been if such changes had not been implemented.

Notwithstanding the provisions of Article VI, Section 3, any grievance regarding a decision by the Town to change carriers shall be initiated at Step 2 within 15 days of written notice by the Town of intent to change carriers, and shall be subject to arbitration under the rules and procedures of the American Arbitration Association. If the Town implements a decision to change carriers, and thereafter an arbitrator rules that the change violated this provision, the arbitrator shall have the authority to establish a remedy or retain jurisdiction while the parties make a good faith effort to agree upon a remedy.

Section 3. Long Term Disability. In the event a disabled officer is employed by the Town pursuant to the provisions of MERF Fund B such employment shall be at salary and with benefits not less than such officer was receiving as of such date of disability.

Section 4. Medical Insurance for Disabled Employees and Surviving Spouses of Employees Killed in the Line of Duty.

- (a) Medical Insurance shall be provided to employees who are permanently and totally disabled, as determined by the Connecticut Municipal Employees' Retirement Commission, as a result of a job related injury, and to employees who retire as a result of a permanent job-related disability. Medical insurance shall also be provided to a surviving spouse of an employee killed in the line of duty; such insurance to cease upon the death or remarriage of the surviving spouse.
- (b) The medical insurance provided to the parties described in paragraph (a) shall be the same plan of coverage made available to active employees, as such coverage is from time to time negotiated; with the exceptions outlined in paragraph (c) and such other differences as may from time to time be negotiated. The plan shall be provided at no premium cost to the parties, except as provided in paragraph (c).
- (c) In the event an individual entitled to health insurance coverage under this paragraph 4

moves outside the Plan's coverage area, the Town shall pay the cost of comparable coverage, not to exceed the cost of the Plan, whichever is applicable, at any point in time. The covered individual shall be responsible for securing comparable coverage, and providing the Town satisfactory evidence of such coverage and its cost at least semi-annually.

### Section 5. Medical Insurance for Retirees

- (a) Medical insurance shall be made available to CMERF-eligible retirees who meet one of the following conditions:
  - (i) The attainment of age 55 with at least 15 completed years of consecutive service, or
  - (ii) The attainment of a total number of points equal to 75. One point shall be credited for each attained year of age as of the previous birthday and each completed year of service of the employee, with a minimum of 10 years of service required. Employees hired after the 2018-2021 contract is ratified are not eligible to receive retiree medical benefits as provided in Section (b) or a payment toward a Medicare supplement plan as provided in Section (d).
- (b) The medical insurance provided to the parties described in paragraph (a) shall be the same plan of coverage made available to active employees, including spouses and/or dependents, as such coverage is from time to time negotiated between the Town and the Union; with the exceptions outlined in paragraph (c) and such other differences as may from time to time be negotiated between the Town and the Union.

The Town shall pay sixty percent (60%) of the premium cost (or premium equivalent costs), for the coverage in effect at the time of the individual's retirement, or such other coverage as may be negotiated between the Town and the Union, for a participating retiree who is not yet eligible for Medicare benefits. The balance of the cost of such coverage must be paid by the retiree in order for coverage to be in effect.

When an eligible retiree, as provided in Section 5(a) above, becomes eligible for Medicare, the retiree shall no longer be eligible to participate in the medical plan coverage but his/her spouse may continue to participate in the Town's medical plan until he/she becomes eligible for Medicare, provided that the spouse shall be responsible for paying one hundred percent (100%) of the monthly COBRA rate to continue such participation. Effective upon ratification of the 2018-2021 contract, the Town agrees to pay sixty five percent (65%) of the retiree medical benefit for family coverage; seventy percent (70%) for employee plus one; and eighty percent (80%) for single, which will not be negotiated or changed for current employees and neither the Town nor Union may propose to change it, with side letters to this effect for each member.

(c) In the event an individual entitled to health insurance coverage under this paragraph 5

moves outside the Plan's coverage area, the Town shall contribute the same amount it would have contributed on behalf of such individual under the applicable plan for the individual to purchase comparable coverage. The covered individual shall be responsible for securing comparable coverage and providing the Town satisfactory evidence of such coverage and its cost at least semi-annually.

- (d) Any retiree under this Section 5 who is eligible to receive Medicare benefits shall receive from the Town of Weston up to \$175.00 monthly for the cost of providing a Medicare supplement health insurance policy for such retiree.
  - It shall be the responsibility of the retiree to apply for Medicare coverage and to obtain the Medicare supplement health insurance policy. The Town may request proof of coverage from the retiree on an annual basis. If the premium cost of the supplemental policy is less than \$175.00 month, the Town's obligation shall be limited to the actual cost of the premium.
- (e) Any participant who becomes employed by another employer that provides health insurance coverage shall have the employer's health insurance plan designated as the participant's primary health insurance plan while such coverage is in effect. In the event that a participant's covered spouse is also covered under his or her employer's medical benefit plan, such other plan shall be secondary under the existing provisions of the coverage made available by the Town of Weston. All participants will be requested, at least once a year, to provide a statement to the Town confirming whether they or their covered dependents have any other medical coverage.

## ARTICLE XIX: PENSION

Section 1. The provisions of the Connecticut Municipal Employee's Retirement Fund B in effect on the date this Agreement is signed shall remain in effect and as said provisions may from time to time be amended by the General Assembly or successor collective bargaining agreement, shall be fully applicable to all employees in the employment of the Weston Police Department, including the Chief of Police, and shall constitute the retirement plan for said employees and Chief of Police, provided, however, that any employee, including the Chief of Police, hired prior to the date this Agreement is signed shall be deemed to have been covered by said Fund B from the first date of his/her hire for all pertinent purposes including, but not limited to, membership in said Fund, "pay" "service" and "continuous service" as those terms are used in Part II of Chapter 113, Section 7-425, et. seq. Connecticut General Statutes, and eligibility for benefits, payment of benefits arid retirement as provided in said Part II of Chapter 113.

Section 2. The Town shall do anything and everything necessary to adopt the provisions of Fund B and qualify all present and future employees for coverage thereunder, including the Chief of Police, as of the first date of hire, including, but not limited to payment of a sum of money that is sufficient in the opinion of the Coordinator of the State Municipal Retirement System, to fund the past service liability or accrued liability created by extending the coverage of Fund B to the date of hire with respect to each employee, including the Chief of Police, hired prior to the date

this Agreement is signed, as provided herein. Said payment for past service, in the discretion of the Town, shall consist of either a lump sum payment, to be made not later than 90 days after the signing of this Agreement, or amortized payments made annually over a period of thirty years. Employees, including the Chief of Police, shall not be obligated to make contributions to said Fund in order to obtain credit for years of service prior to the date of signing of this Agreement or in order to obtain any of the retirement benefits provided for therein. The survivor's and dependent benefits provided for in said Connecticut Municipal Employee's Retirement Fund B shall remain fully applicable and shall become fully applicable to include the Chief of Police at 12:01 A.M. on the date this Agreement is signed, and, insofar as such survivor and dependent benefits may be contingent upon length of service of the deceased employee, any employee hired prior to the date this Agreement is signed, including the Chief of Police, shall be deemed to have "service" or "continuous service" from the first date of his/her hire up to and including the date of his/her death.

### ARTICLE XX: UNION BUSINESS LEAVE

<u>Section 1.</u> The two (2) members of the Union Negotiating Committee shall be granted leave from duty with pay for all meetings between the Board of Police Commissioners, or the Town's representatives for the purpose of negotiating the terms of contract when such meetings take place at a time during which such members are scheduled to be on duty.

<u>Section 2.</u> The two (2) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Board of Police Commissioners or the Town's representatives for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

# ARTICLE XXI: MILITARY LEAVE

<u>Section 1.</u> Any permanent employee who leaves the service of the Town who is inducted in the military forces of the United States during time of war or other National Emergency, who is inducted by Selective Service, shall be placed on military leave without pay.

<u>Section 2.</u> Such leave shall extend for the period of service with military forces and for ninety (90) days after discharge from the service.

Section 3. Any employee on military leave who applies for reemployment to the Police Department within ninety (90) days from date of his discharge, shall be entitled to the position he held at the time his leave was granted provided he is capable of meeting the minimum qualifications of the job; and provided he shall have received an honorable discharge or a general discharge for medical or hardship reason.

<u>Section 4.</u> Employees returning to the Police Department employment from military leave shall be granted all re-employment rights provided under the Selective Service Act.

<u>Section 5.</u> Any vacancies resulting from employees entering the Armed Forces shall be filled on a durational basis.

<u>Section 6.</u> Time so spent on military leave shall be considered as continuous employment with the Town.

<u>Section 7.</u> Military leave shall be granted, not to exceed thirty (30) days, to permanent employees when required to serve on active or reserve or National Guard duty. During this period the employee shall be paid the difference, if any, between his regular police pay and his military pay allowance.

Section 8. Leave provided for in Section 7 shall not be charged to annual leave.

# ARTICLE XXII: EDUCATIONAL INCENTIVE

<u>Section 1.</u> Each employee who has completed fifteen (15) semester hours or course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$100.00 annually.

It is clearly understood that no Municipal Academy Training Educational credits shall be applicable unless and until course credits are received from enrollment in an accredited college.

<u>Section 2.</u> Each employee who has completed thirty (30) semester hours or course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$200.00 annually.

<u>Section 3.</u> Each employee who has completed forty-five (45) semester hours of course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$300.00 annually.

<u>Section 4.</u> Each employee who holds an Associate Degree from an accredited college in the field of police or social science, or has completed sixty (60) semester hours, shall be paid in addition to his regular pay, the sum of \$400.00 annually.

<u>Section 5.</u> Each employee who has completed ninety (90) semester hours of course credits from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, the sum of \$500.00 annually.

<u>Section 6.</u> Each employee who holds a Bachelors Degree from an accredited college in the field of police or social science, or has completed one hundred-twenty (120) semester hours, shall be paid in addition to his regular annual pay, the sum of <u>seven hundred dollars</u> \$600.00\$700.00 annually.

Section 7 Each employee who holds a Masters Degree from an accredited college in the field of police or social science, shall be paid in addition to his regular annual pay, a sum of seven eight

hundred dollars (\$700)(\$800) annually.

Section 8 The Town of Weston will pay the tuition and course material cost for up to two (2) courses per semester, not to exceed six (6) courses in any one fiscal year, at an accredited college or university in the field of criminal justice or public administration, in which an employee is enrolled while actively working as a Police Officer for the Town; provided, however, that any tuition cost paid by the Town shall be reimbursed by the employee for any course which is not satisfactorily completed with a passing grade. The Town will reimburse tuition and course material up to a total of \$15,000 per fiscal year per person. Employees hired after the 2018 - 2021 contract is ratified have a \$2,000 cap per fiscal year.

Tuition payments shall constitute a loan to the officer, and the Town shall require execution of a promissory note as a condition of such loan, provided that one-third (1/3) of the loan shall be forgiven if the officer remains employed for twelve (12) months after completing the course, a second one-third  $(^1/_3)$  shall be forgiven if the officer remains employed for twenty four (24) months after completing the course, and the balance shall be forgiven if the officer remains employed for thirty six (36) months after completing the course.

# ARTICLE XXIII: UNSAFE PRACTICES

<u>Section 1.</u> The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work. Should such a practice be continued as an operating policy, this shall be grounds for grievance under the procedures and steps so provided for in this Agreement. Nothing in this Article is to be construed as dealing with emergency situations.

### ARTICLE XXIV: LEAVE OF ABSENCE

<u>Section 1.</u> Upon the written request of any employee, directed to the Board of Police Commissioners, the Town may grant the employee a personal leave of absence without loss of seniority and without pay for a period of one year.

# ARTICLE XXV: RESIDENCY

<u>Section 1.</u> Employees shall be allowed to reside within a thirty (30) mile radius from Town Hall in the Town of Weston. Any Town which may boundary within such thirty (30) mile radius, the employee shall be allowed to reside within such Town.

# ARTICLE XXVI: PROMOTIONS

<u>Section 1.</u> A vacancy in the rank of Sergeant or the position of Detective shall be as follows:

Within one hundred twenty (120) days of a vacancy (Sergeant or Detective) the Board of Police

Commissioners shall certify that a vacancy does exist and the Board Police Commissioners or the Chief of Police shall designate an agency mutually agreed upon between the Chief of Police, the Board of Police Commissioners and the Union to conduct a written examination for those candidates who had made timely application and meet the minimum qualifications below:

- (a) In order to be eligible to file for the examination of Sergeant, a candidate shall have a minimum of five (5) years of service as a certified, full time police officer in a Connecticut municipality including a minimum of three (3) years service with the Weston Police Department as of the date of the examination.
- (b) In order to be eligible to file for the examination of Detective a candidate shall have a minimum of three (3) years of service with the Weston Police Department as of the date of the examination.
- (c) All applicants must possess the physical fitness standards required by normal police activities.

Section 2. Candidates for promotion shall appear before the oral board chosen by the Board of Police Commissioners which shall be constituted of three (3) professional police officers of at least one (1) rank higher than the rank being filled and who are residents of Connecticut and neither work or reside within ten (10) miles of the Town of Weston. Should an oral panel member know or recognize an applicant such panel member shall immediately disqualify himself. Such oral panel shall give numerical markings which shall be averaged out amongst those scoring and added to the applicants score according to the following:

- (a) The weights shall be 50% for the written and 50% for the oral with a quarter (1/4) point added to the final grade for each full year of service with the Weston Police Department as of the date of the examination. The quarter (1/4) point shall be applied to all promotional examinations. There shall be no pass-fail. All participants shall be entitled to the oral, written, and final total score posted. The procedure for administering all promotional examinations shall be the oral examination first followed by the written examination.
- (b) The officer appointed from a promotional list to the position of Sergeant or Detective shall be on probation for six (6) months from the date of appointment to that position.

Section 3. The three (3) individuals with the highest number of points shall be considered for appointment to the position of Sergeant or Detective, whichever is applicable, and additional opening within one (1) year from the publication and/or the posting of the list shall be made from amongst remaining individuals with the highest total score.

<u>Section 4.</u> Appointments to the rank of Sergeant and/or the position of Detective shall be made by the Board of Police Commissioners.

Section 5. Appeals to any portion of the examination shall be made with the Board of Police

# ARTICLE XXVII: PHYSICAL, EXAMINATIONS

Section 1. Each Police Officer shall submit to a complete physical examination once annually. Such physical examination shall be conducted by the employee's regular physician, and to the extent the cost thereof is not covered by the Town's group health insurance plan, it shall be paid by the Town. A substance abuse test shall be included in this annual physical examination, which test shall be conducted in accordance with the applicable provisions of this Article.

Section 2. Upon completion of said physical examination, the physician's certification that the employee is fit and capable of performing the essential functions of his position shall be forwarded to the Chief. If the physician does not so certify, the Chief shall be entitled to obtain the following additional information relating to the condition which renders the employee incapable of performing the essential functions of his position: diagnosis or general description of the injury or illness; prognosis or prospects for recovery and return to full duty; and nature and degree of any limitations or restrictions on the employee's ability to function as a police officer. He shall maintain such information in confidence, unless disclosure is necessary in the course of a proceeding resulting from the employee's failure to accept the Chiefs decision.

<u>Section 3.</u> The Chief of Police will discuss with the Police Officer the appropriate action to take. This may include, but is not limited to, institution of disability benefits as outlined in Municipal Employee's Retirement Fund B, if applicable, or agreed upon further corrective action or recourse to the grievance procedure if not agreed upon.

#### Section 4. Substance Abuse and Testing Program.

- A. The parties agree that abuse of alcohol, controlled substances or illegal drugs by members of the Police Department constitutes a threat to the health and safety of co-workers and the general public, and erodes the public image, credibility and effectiveness of the Police Department. Both parties adopt the goal of a "drug-free" work place, which neither accepts nor tolerates recreational or consistent use of illegal substances, and which directs those in need of counseling and assistance to an appropriate treatment facility. Consistent with this goal, recreational or repeated illegal drug use is expressly prohibited.
- B. Any testing of Police Officers for illegal drug use will be conducted in accordance with Connecticut General Statutes Section 31-51t et seq., as the same was in effect on July 1, 2004, together with any amendments enacted thereafter which the parties have mutually agreed to in writing to incorporate herein.
- C. If an employee is found to be using illegal drugs, as a result of a test conducted as part of an annual physical exam or as a result of reasonable suspicion of drug use, he/she will be referred to the Employee Assistance Program (EAP) and will be placed on sick leave. At the discretion of the Chief of Police, or his designee, the employee may return to duty while he/she is in the EAP but only in a capacity that would not endanger public health, safety, or security. The employee shall have the opportunity to justify a positive test result by showing a

valid prescription or affidavit from a physician treating the employee.

The individual shall be tested on an unannounced basis to verify continued abstention from the use of substance covered. This follow-up testing shall be performed once the department receives a confirmed positive result for the individual in question, and may occur even though the individual has chosen to appeal the confirmed positive result through the procedures provided for such appeal.

D. A second "failure" of a drug test within two (2) years after a confirmed positive result shall cause the individual to be subject to disciplinary action, up to and including discharge.

### ARTICLE XXVIII: GENERAL PROVISIONS

<u>Section 1.</u> The Police Department will continue to furnish such equipment as is presently furnished, and whenever possible furnish such additional equipment that will promote the safety and welfare of the Department members, and aid in the efficient performance of their duties.

<u>Section 2.</u> Clothing, watches, dentures and eye glasses damaged or destroyed in the line of duty will be repaired or replaced by the Town, provided such loss is reported within twenty-four (24) hours as provided in Article XI, Section 3.

<u>Section 3.</u> The Town shall assume full responsibility for any policeman sued for alleged false arrest and/or abuse of power and shall furnish the services of the Town Counsel and his staff to act in his behalf, unless it is proven to be a willful and wanton act.

<u>Section 4.</u> The Town shall give to each employee, and to a new employee when he is hired, a copy of this contract, and identification card and a copy of the Rules and Regulations of the Department.

<u>Section 5.</u> The Town shall designate one bulletin board on the premises of the Police Department for the purpose of posting notices concerning Union Business and activities or any other matter pertinent to Union business.

<u>Section 6.</u> Employees shall not be required to make any mechanical repairs, oil changes, or normally change flat tires of Department motor vehicles.

<u>Section 7.</u> Employees shall not be required to perform any function normally done by another Town department, agency, or private concern, except as it is normally considered a police function or in an emergency.

<u>Section 8.</u> All employees shall have the right to review their personnel files upon reasonable request to the Board of Police Commissioners, or its representatives and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.

Section 9. Employees shall receive a copy of communications that are to be entered into their personnel files, and shall be afforded the opportunity to initial such communications prior to entry. Any communications that are in the nature of a complaint, change or allegation for which the Department elects to take no official action, shall be removed from the personnel file and destroyed not later than one (1) year from the date of entry. Nothing contained herein shall require the Town to destroy or remove from its official records any written documents which constitute a public record or which the State's Attorney or Chief Prosecutor's Office wants to kept in the Department's files.

Section 10. The Town agrees that there will be no lockout of any employee or employees during the term of this Agreement. The Union and the individual employees covered hereunder expressly agree that there will be no strike, slow down or work stoppage during the term of the Agreement.

<u>Section 11.</u> If any Article or any Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid unless they have direct connections and bearing on each other.

<u>Section 12.</u> Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees have enjoyed heretofore unless said practice has been superseded by a provision of this Agreement.

<u>Section 13.</u> In the event an employee is asked or required to work more than one (1) full shift consecutively, and works four (4) or more hours into the second shift, the Town shall pay said employee \$10.00 for a meal, however, in the event an employee is asked or required to work more than two (2) full shifts consecutively, and works four (4) or more hours into the third shift, the Town shall pay said employee an additional \$10.00 for a meal.

<u>Section 14.</u> In the event an employee attends a full day training session where a meal is not provided, the Town shall pay employees \$10.00 for a meal.

<u>Section 15. JURY DUTY:</u> Any employee scheduled for Jury Duty on a normal work day shall be given that day off, with pay (less any payment from the court other than expense reimbursement).

<u>Section 16.</u> The parties mutually agree that members of this bargaining unit shall have the right to use all Town recreational areas/facilities for themselves and families and shall, for all intent and purposes, hold the status of a resident when fees are required for such use.

Section 17. All the provisions of Sick Days, accumulated time, vacation time, holiday pay, longevity pay and educational monies which were due the employee, in the event of death, shall be paid the surviving spouse and/or surviving dependents.

### ARTICLE XXIX: TOWN CHARTER PROVISION

Section 1. This Agreement recognizes that, for many years, traditionally there has been by Town Charter, a "constabulary" made up of part-time police. The Town maintains the right, as in the past, to maintain "constables" or "special police" officers and to continue to use them for special police work and patrol as in the past, except as amended in this Agreement.

# ARTICLE XXX: DURATION

The effective date of this Agreement shall be the date of execution, except where otherwise noted in the Agreement. It shall continue in effect until June 30, 20212025, and thereafter shall continue in effect from year to year, except that it may be amended at any time by mutual agreement, by giving to the other party not more than two-hundred ten (210) days and not less than one hundred eighty (180) days notice of intent to propose amendments. Within thirty (30) days of receipt of such notice, negotiations shall commence between the Town and the Union for the purpose of such amendment, modification, or termination. IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this day of, 20192022.			
WESTON POLICE <u>UNION</u> UPSEU/COPS  FRATERNAL ORDER OF POLICE, LODGE 041 LOCAL #1493 UPSEU/COPS	TOWN OF WESTON		
By:	By:Samantha Nestor, First Selectwoman Christopher Spaulding, First Selectman		
By:Robert Klein, Negotiating Committee			
By:Christopher Powers, Negotiating Committee			
By:  Kevin Boyle, UPSEU President			

By:					
	Ronald A.	Suraci,	UPSEU	Regional	Director

# ADDENDUM A PROCEDURE FOR OVERTIME SHIFT ASSIGNMENTS

Section 1. (a) Officers shall not be ordered for a patrol shift during their scheduled two days off unless the officer is needed to meet critical staffing needs. When regular days off have either accumulated time, vacation, or T/Day (or any combination) on each end, it will be constituted a zone where the member will not be called for overtime nor will any refusal be given to the member. (b) There will be an exception in the event of an order-in situation. The member will be called and offered the overtime assignment after the prevailing overtime list of regular officers and sergeants has been exhausted. If the member then refuses, no overtime refusal will be charged, and then special officers will be called.

<u>Section 2.</u> There will be a four (4) hour grace period before the overtime shift begins where the member contacted will not be charged a refusal for the open shift.

<u>Section 3.</u> (a) A member will not be charged a refusal more than once for the same shift. (b) Refusals totaling more hours than the actual shift hours will not be charged to any member.

<u>Section 4.</u> If the member is on military duty on his working day, he will not be called for overtime assignments nor will any refusals be charged.

<u>Section 5.</u> All known overtime assignments will be filled no later than the 7th of every month, and additional overtime assignments occurring after the 7th of the month will be filled as soon as practicable.

13. Approval of minutes for the Board of Selectmen Regular meeting held March 17, 2022: I move to approve the unapproved minutes from the Board of Selectmen Regular meeting held March 17, 2022

# Board of Selectmen and Board of Finance Special Meeting Agenda March 17, 2022 at 7:00 PM Meeting held remotely due to Covid 19

- 1. Call to order: First Selectwoman Nestor called the meeting to order at 7pm, also in attendance were Selectwoman Amy Jenner, Selectman Martin Mohabeer, Board of Finance Chair Rone Baldwin and Board of Finance members Steve Ezzes, Michael Imber, Jamie Zeppernick, Dick Bochinski, Jeff Farr, and Amy Gare. Town Administrator Jonathan Luiz and Ron Black of Water System Solutions and Design Inc. were also present.
- 2. Pledge of Allegiance: Mr. Baldwin lead in the recitation of the Pledge of Allegiance.
- 3. Discussion/decision concerning the Town submitting an application to the State of CT Department of Public Health regarding drinking water revolving fund: First Selectwoman Nestor and Mr. Baldwin provided an overview of the loan program, indicating that up to 50% could be forgiven. Selectwoman Jenner asked if this would impact this years' budget. Mr. Baldwin answered no. Mr. Luiz went into detail on the project details and scope. Selectman Mohabeer asked questions about the Ravenwood water system. Mr. Luiz said that the Ravenwood water system would also be examined for water quality and supply. Mr. Imber asked for clarification on the loan forgiveness amount. Mr. Luiz said that it was unclear as to how much would be reimbursed, since representatives from the State Department of Public Health said the loan could be forgiven by up to 50%. Mr. Imber asked for details on funding and interests rates. Mr. Luiz went into further detail. Mr. Ron Black went into further detail on the design and treatment process. Ms. Jenner asked if this loan was fully comprehensive for all the water systems in town including the Village District. Mr. Luiz explained the Town was only responsible for two drinking water systems the School/Town System, and the Ravenwood System. No member of the Board of Selectmen or Board of Finance expressed objection to the town submitting an application to the State Department of Public Health drinking water revolving fund.
- 4. Motion to adjourn the Board of Finance Meeting: Mr. Bochinski moved to adjourn the Board of Finance meeting. Mr. Imber seconded this. The motion carried unanimously.
- 5. Proclamation honoring Harriet Tubman and announcing Harriet Tubman Day: First Selectwoman Nestor read the Proclamation honoring Harriet Tubman.
- 6. Update on Memorial Day Parade by Peter Stack: Peter Stack provided an update on the Memorial Day Parade. They have notified about 40 organizations, as well as the National Guard for a fly over, the Scouts to raise the flag, and the Girl Scouts to lay the wreath. He said plans have been made for a Grand Marshall speech at the Gazebo and hotdogs at the Firehouse. He said floats have been encouraged. They are hoping for the high school and middle school bands to provide the musical accompaniment.
- 7. Acceptance of the resignation of Nancy Theil from the Beautification Commission: Selectwoman Jenner moved to accept the resignation of Nancy Theil from the Beautification Commission effective immediately. Selectman Mohabeer seconded. The motion is carried unanimously.
- 8. Acceptance of the resignation of Patricia Perez-Goodrich from the Commission for the Arts: Selectman Mohabeer moved to accept the resignation of Patricia Perez-Goodrich from the Commission for the Arts. Selectwoman Jenner seconded this. The motion carried unanimously.
- **9. Interview of Debbie Sollinger for a position on the Commission for Children and Youth:** The Board of Selectmen interviewed Debbie Sollinger for a position on the Commission for Children and Youth.
- 10. Interview of Susan Hershey for a position on the Commission for Children and Youth: This item was tabled

- 11. Appointment of Pat Glass to the Beautification Committee for a term to end June 30, 2025: Selectwoman Jenner moved to appoint Pat Glass to the Beautification Committee for a term to end June 30, 2025. Selectman Mohabeer seconded this. The motion carried unanimously.
- 12. First Selectwoman's update about the collection box for Ukraine: First Selectwoman Nestor said that the collection box is still is in Town Hall, and we will be collecting items during Town Hall hours of 9 am 4.30pm: Flashlights, batteries, walkie talkies, yoga mats, over the counter pain medications etc. She said that we will keep updating the community as those needs change.
- 13. First Selectwoman's reminder/ update of the Fiscal Year 2022-23 budget process: First Selectwoman Nestor provided a reminder for the upcoming budget meetings.
- 14. Approval of Minutes from the Board of Selectmen Special Meetings of February 15, 2022 and February 22, 2022, as well as the Board of Selectmen Regular meetings on February 24, 2022 and March 3, 2022:

  Selectwoman Jenner move approve the unapproved minutes of the Board of Selectmen meetings held February 15, 2022, amending the minutes from February 22, 2022 to reflect the vote on the Operating budget to (2-1) in favor with Selectwoman Jenner voting not in favor, and approving the minutes from February 24, 2022, and March 3, 2022, as presented. Selectman Mohabeer seconded this. The motion carried unanimously.
- 15. Motion to adjourn the Board of Selectmen Meeting: <u>Selectman Mohabeer moved to adjourn the meeting of the Board of Selectmen at 7:55 pm. Selectwoman Jenner seconded. The motion carried unanimously.</u>

Minutes submitted by: Sara Beer, Executive Administrative Assistant.

14. Workshop with the Weston Diversity Equity and Inclusion Advisory Committee: **no motion** 

----- Forwarded message ------

From: Gillann Blunschi <westondiversity@gmail.com>

Date: Tue, Apr 5, 2022 at 12:50 PM

Subject: [EXTERNAL] Agenda for meeting To: Jonathan Luiz <iluiz@westonct.gov>

- 1. Completion /signature for KJR contract for training; establish dates
  - Process regarding release of \$5,000 from BOS and WEF
- 2. Establish Kadence for monthly/quarterly meetings with BOS for DEI updates
- 3. Weston DEI Statement confirmation and implementation
  - Short version of town statement
- 4. DEI communications strategy approval
- 5. Update Mission and Vision of Weston DEI Advisory Committee
  - Ensure changes ie adding in "implement strategy" is clearly understood within the Committee and Neighbors and Town Staff
- 6. Review DEI Initiatives; Highlight immediate plans for the year
  - Neighborhood Awareness:
    - Juneteenth
    - Speaker Led Events October
  - Weston Policing:
    - Initiating a conversation with the Police Commission
  - Town Staff and Officials:
    - KJR Training
- 7. U.S. Department of Justice SPIRIT planning process; need group support. Targeting August

Regards, Gillann Blunschi 15. Adjourn: I move to adjourn