

Board of Selectmen
Special Meeting

June 27, 2018
1:00 P.M. Town Hall

RECEIVED FOR RECORD
KENT TOWN CLERK

2018 JUL -3 A 9:39

BY *J. Brady*
TOWN CLERK

Present: Bruce Adams, Chris Garrity and Jeff Parkin.

Also present: Darlene Brady, Debbie Devaux, Jennifer Dubray, Lesly Ferris, Donna Hayes, Rick Osborne, Leah Pullaro and Lynn Worthington.

Mr. Adams called the meeting to order at 1:00 p.m.

The pledge was recited.

Management Review:

Mr. Adams provided the Board of Selectmen with a copy of Engagement Agreement from Randi Frank Consulting, L.L.C. for the proposed management review. Mr. Parkin stated that a timeline for reporting should be added. Mr. Parkin made a motion to accept the Engagement Agreement from Randi Frank Consulting, L.L.C. with the addition of a July 1, 2018 start date and a request for status reports every two weeks and a written status report to the First Selectman each month. Mr. Garrity seconded the motion and the motion carried.

Non-union Health Insurance:

Mr. Adams stated the following:

- Five non-union employees
- Received copies of the proposed Aetna Value Plan
- The proposed increase for the current H.S.A = 18.3%
- The proposed increase for the proposed Value Plan = 13.6%
- There would be a total of approximately \$30,000 if both union and non-union employees switched to the proposed Value Plan
- Most of the savings would be from the union employees
- There are two differences in the plan summary documents
 - Page 3 – durable medical equipment
 - Page 4 - infertility verbiage
- There is a new prescription formulary
- The Town looked into the State Plan
- Mr. Adams recommends moving to the Aetna Value Plan

The employees asked why an Aetna representative has not been out to provide an accurate overview of the current plan and the proposed Value Plan. Mr. Adams agreed to set-up a meeting. Mrs. Hayes asked if the current plan is still available? Mr. Adams said yes, but it is not being offered to any new employees. Mrs. Hayes asked how much would the employees be paying starting July 1, 2108 for each plans? Mr. Adams stated he did not know but he would find out. No action was taken.

Executive Session:

Mr. Garrity made a motion to move into Executive Session at 1:35 p.m. to discuss the Teamster's Union Contract. Mr. Parkin seconded the motion and the motion carried.

Mr. Garrity made a motion to come out of Executive Session at 2:11 p.m. Mr. Parkin seconded the motion and the motion carried.

Teamster Union Contract:

Mr. Garrity made the following motion:

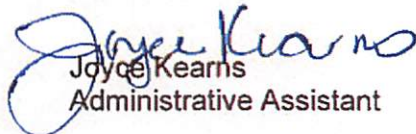
The Board of Selectmen accept the tentative agreement between the Town Crew and the Town of Kent for the time period of 2019-2021 with the agreements "we" have; "our" tentative agreement. Mr. Parkin seconded the motion and the motion carried. When asked for clarification if the union employees switched insurance, Mr. Adams stated that this is a tentative agreement. Mr. Garrity stated that we need a contract from them.

It was confirmed via a telephone call to Sara Kelley of Kona, the insurance broker, that any switching of plans must be done by Friday, June 29, 2018, and the current plan that the Town Hall Employees are on would no longer be available. The Town Hall Employees have automatically been switched to the Value Plan. Ms. Kelly stated that all of Region One made the decision to move to the Value Plan. Mrs. Brady clarified that it was the smaller group that was not moving to the State Plan that made the decision. Mr. Adams stated that he does not agree that he was included in any discussions regarding the automatic switch. Ms. Kelley also was asked why the current Aetna bill for July reflects a 12% increase. She stated that Aetna never gets July's bill correct with all the movement of plan changes.

Mr. Adams stated that the next step is to get a contract from the union, and the BOS would have to meet to agree on the contract before the end of day Friday, June 30, 2018. Mr. Garrity stated that either it gets done by Friday with the terms, which the BOS has agreed upon, or the process starts all over again.

Mrs. Hayes stated that she is not objecting to switching to the policy but to the process. She added that someone should be responsible for handling the insurance for the employees. Mr. Garrity stated that the management review would identify that person. Mr. Adams stated he agrees that the employees should have been informed but he stated that he does not agree that he was ever told. He added that he agrees someone in Town Hall should be responsible for the insurance but no one ever has been.

Mr. Garrity made a motion to adjourn the meeting at 2:24 p.m. Mr. Parkin seconded the motion and the motion carried.


Joyce Kearns
Administrative Assistant

These are draft minutes and the Board of Selectmen at the subsequent meeting may make corrections. Please refer to subsequent meeting minutes for possible corrections and approval of these minutes.

**WARNING
SPECIAL MEETING OF BOARD OF SELECTMEN**

**TOWN CLERK
KENT, CONNECTICUT**

A SPECIAL MEETING OF THE BOARD OF SELECTMEN WILL BE HELD

<u>June 27, 2018</u>	<u>1:00 P.M.</u>	<u>TOWN HALL</u>
DATE	TIME	PLACE

NOTICE OF SPECIAL MEETING:
(Must be filed not less than 24 hours prior to holding a meeting)

AGENDA:

- Discussion and possible action on Management Review proposed agreement
- Discussion and possible action on non-Union town employee health insurance
- Executive Session to discuss Teamster Union contract.
- Discussion and possible action on Union contract

BOARD OF SELECTMEN

**JOYCE KEARNS
ADMINISTRATIVE ASSISTANT**

DATE OF TOWN CLERK NOTIFICATION

"An equal opportunity employer and service provider"

agree

ENGAGEMENT AGREEMENT

Agreement dated as of June 11, 2018, by and between RANDI FRANK CONSULTING, L.L.C., ("Consultant") with its principal place of business located at 7700 Hoover Way, Louisville, KY, and Town of Kent, 41 Kent Green Blvd, Kent, CT 06757 ("Client"). In consideration of the covenants and agreements herein provided, the parties hereto agree as follows:

1. Term of Agreement.

- 1.1. Client hereby retains Consultant all in accordance with the terms and conditions hereof, for a term commencing ~~June 11~~^{July} 2018 (the "Commencement Date"), and continuing for a period of three (3) months (the "Engagement Period"), unless extended or sooner terminated or completed as herein provided. *Final report by Oct 1*
- 1.2 Both Randi Frank Consultants, L.L.C. and the Client hereby agree that this Agreement will not terminate for the first Engagement Period.
- 1.3 At least seven (7) days prior to the end of the Engagement Period, either party may give the other written notice of their intention not to renew or extend the Engagement Agreement. If such notice is given by either party, the Agreement shall terminate with no further liability of either party to the other. If no such notice is given, the Engagement Period will be extended for a period of time sufficient to complete the Project without further notification and the dates contained herein will be automatically adjusted accordingly.

2. Consulting Services.

- 2.1 During the Engagement Period, Consultant shall provide the following services:
 - A. Compensation Study and Town Hall Management Review as outlined in Proposed Mission Statement Attached along with a basic outline of tasks attached. And shall have such duties, responsibilities and powers as are customary and appropriate for

such project. Consultant shall report directly to Bruce Adams, First Selectman.

- 2.2 During the Engagement Period, Consultant shall not be required to devote its entire business time, to the business of the Client, but shall faithfully and diligently perform the duties of the engagement and shall do all reasonably in its power to complete the Client's project in an efficient and timely manner.

3. **Compensation.**

- 3.1 The Client shall pay Consultant, as compensation for its services under this Agreement, a \$95/hour fee up to \$5000 payable as follows: paid monthly based on actual hours. Any payment not made pursuant to the above schedule shall accrue interest at the rate of Fifteen (15%) Percent per annum.

4. **Binding Effect; Benefits.**

- 4.1 This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns or legal representatives.
- 4.2 In the event either party is in breach hereunder the prevailing party in any action taken to enforce this agreement shall be entitled to a reasonable attorney's fee and court costs.

5. **Notices.**

- 5.1 All Notices and other communications which are required or permitted hereunder shall be in writing and shall be sufficient if delivered or mailed by registered or certified mail, postage prepaid, to the following addressed or such other address as any party hereto shall have specified by notice in writing to the other party hereto:

If to Consultant: Randi Frank, Managing Member
 Randi Frank Consulting, L.L.C.
 7700 Hoover Way

Louisville, KY 40219

If to Client: Bruce Adam, First Slectman
 Town Hall- 41 Kent Green Blvd
 Kent, CT 06757

All such notices and communications shall be deemed to have been received on the date of delivery thereof or the Fifth business day after the mailing thereof, whichever is earlier.

6. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

7. **Amendments and Waivers.** This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. The waiver by any party hereto of a breach of any term or provision of the Agreement shall not be construed as a waiver of any subsequent breach.

8. **Section and Other Headings.** This Section and other headings contained in the Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to control or affect the meaning or construction of any provision of this Agreement.

9. **Severability.** If any term or provision of this Agreement is held or deemed to be

invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or enforceability with all remaining terms and provisions of this Agreement to continue in full force and effect.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

CONSULTANT: Randi Frank Consulting, L.L.C.

BY: 
Randi Frank, Managing Member

CLIENT: Town of Kent

BY: _____
Bruce Adams, First Selectman

**PROPOSED MISSION STATEMENT
KENT BOARD OF SELECTMEN
TOWN HALL MANAGEMENT REVIEW**

Whereas, the Town of Kent employee pay structure has evolved piecemeal over several years;

Whereas, this pay structure has evolved with apparent inconsistencies varying from department to department;

Whereas, this endemic inconsistent pay structure has promoted some employee discontent based on perceived disparate treatment;

Whereas, the Board of Selectmen have discussed various strategies to reconcile the disparities none of which have been favorably received by town employees.

In consideration of the above, a management review will be undertaken by an independent outside consultant who will be charged as follows:

- 1. Assess the several departments within the town government structure**
 - a. Identify any duplication of responsibilities either within departments or between departments.**
 - b. Assess the function, staffing levels, and mission of the various departments with regard to the fundamental necessities of operating the town government in compliance with State law and mandates.**
 - c. Clarify role of "assistants" and "clerks" and any functions that are supportive to the department heads.**
 - d. Identify the level of support (i.e., weekly hours) necessary to support department head.**
- 2. Provide comparative analysis of hourly pay rates and annual pay for assistants/clerks**
 - a. Review and recommend any adjustments needed for assistants to alleviate disparate treatment.**
 - b. Assess the appropriate hourly pay rates for the support functions in the various departments recognizing that some department functions might require a higher or lower skill level for optimum job performance.**
 - c. Assess whether some assistant/clerk support function require or can benefit from State certification and whether such certification should affect relative pay structure.**
- 3. Recommend pay structure going forward for the 2019-2020 budget cycle.**
 - a. Evaluate whether any training or certification for assistants is a necessary and productive tool for effectively managing town government.**
- 4. Recognize that the *primary goals* of this study are:**
 - a. Identify pay and organizational disparities that are based on historical evolution but have no other functional basis and can be reconciled in a meaningful and rational manner;**
 - b. Maintain the overall current budget for operating town hall functions.**

Kent Town Hall Management Review

General Outline of Tasks to meet Mission Statement

1. Assess Town Hall Departments – Review department responsibilities and Assistant functions /roles and staffing level
 - To do this we will ask employees to complete a questionnaire about their positions and will meet with each employee to clarify their questionnaire. If requested we will develop new job descriptions for each of these positions (sample job descriptions will be provided for approval to insure all job descriptions are developed with the same format)
 - We will then review the staffing level based on our understanding of the department functions and usual operations in similar towns
2. Comparative Analysis of hourly Pay Rates
 - We will use the data provided by the Town from COG & CCM for comparison of hourly data for similar towns compared to Kent
 - We will use a Bench Marking process to determine reasonable rates (we have a point system available if requested which may take more time)
 - We will review certifications for different offices and determine if it is needed by all or some staff and if that certification will affect the pay rates or office operations
3. Recommend Pay Structure
 - Based on job descriptions, salary survey data, bench marking we will recommend a pay structure
 - Review training needs
4. Primary Goals – identify pay and organizational disparities & maintain overall current budget
 - Recommendations will be made for optional services or various methods to deliver services that may be used by other comparable towns. Possible revisions to employee handbook as necessary

We will need a copy of:

- Personnel Handbook
- Union contracts
- Current job descriptions and pay classification and compensation plans
- CCM & COG current comparable salary data
- Budget

We will keep you informed of hours completed and any concerns about \$5000 starting budget for this project.