

**CITY OF NORWALK
ORDINANCE COMMITTEE
REGULAR MEETING – BY VIDEOCONFERENCE AND TELECONFERENCE
SEPTEMBER 15, 2020**

ATTENDANCE: Lisa Shanahan, Chair; David Heuvelman, Thomas Livingston, Todd Dominique Johnson, Kadeem Roberts, Manny Langella, Tom Keegan

STAFF: Brian Candela, Corporation Counsel, Haroldo Williams, Board of Ethics, Angela Fogel, Director of Management and Budget, Darin Callahan, Corporation Counsel

OTHERS: Nelson Soracco, President and CEO of Century Protective Services, Craig Bonnist, Attorney for Century Protective Services, Inc., Hans Jean, Complainant

1. ROLL CALL

Ms. Shanahan called the meeting to order at 7:02 p.m. A quorum was present.

2. PUBLIC HEARING (possible action on)

There was no public hearing.

3. PUBLIC HEARING DISCUSSION

There was no discussion.

4. PUBLIC COMMENT

There was no public comment.

5. ACCEPTANCE OF MINUTES

August 18, 2020 – ordinance committee meeting

Mr. Heuvelman said on page 3 under old business last line, change “service” to “serve”.

Ms. Shanahan said on page 3, paragraph 4 change the last sentence to: it was intentionally left big so that the Board of Ethics could use its best discretion.

In the next paragraph, Mr. Church said the Board of Ethics recognized that a lot of “employees and officers” served on different boards.

She also said to change the spelling of “judgement” to “judgment”

**** MR. LIVINGSTON MOVED TO ACCEPT THE MINUTES AS AMENDED.
** THE MOTION PASSED UNANIMOUSLY.**

6. OLD BUSINESS

Discuss and vote on Code of Ethics Section 32-4 – Conflict of Interests; interference with duties; prohibited interests; exceptions.

Ms. Shanahan said she and Mr. Candela had a conversation last week and she is still struggling with the conflicts of interest definition. She recommended that the Committee put this off until the next meeting.

Mr. Livingston said his concern is that an individual should be able to look to the conflict of interest ordinance to provide guidance.

**** MR. HEUVELMAN MOVED TO TABLE THIS ITEM UNTIL THE NEXT MEETING.**

**** THE MOTION PASSED UNANIMOUSLY**

Discuss and vote on Complaint of Hans Jean v. Century Protective Services, Inc. File No. 50470-0059.

Ms. Shanahan read an affidavit by Irene Alarcon, transactional paralegal, dated September 8, 2020 (Exhibit A) stating that a true and accurate contract between the City of Norwalk and Century Protective Services for security guard services at Norwalk City Hall and Norwalk Public Library dated July 9, 2015 and was duly signed and witnessed. The affidavit, contract and exhibits were entered into the record as an exhibit. She brought to the attention of the committee the City of Norwalk Living Wage Certificate Form dated February 23, 2015 is attached to the contract as Exhibit B.

Ms. Shanahan then proceeded to read an affidavit of Angela Fogel, Director of Management and Budget Finance Department, dated September 1, 2020, stating that she did not receive any reporting records relating to Living Wage pertaining to Century Protection Services.

Ms. Fogel said she did not receive any communications of any kind from Century Protective Services.

The next person to testify was Attorney Craig Bonnist representing Century Protective Services. Mr. Bonnist said his arguments were three-fold. He said first Century is not covered by the statute, secondly the claims are barred by the statute of limitations and third even if the statute is applied CPS complied with the statute by offering health benefits.

Mr. Bonnist said the Living Wage ordinance does not apply to entities that employ 25 or more employees and CPS employs 3 persons with the City of Norwalk. He said by definition Century Protective Services is barred from the application of the ordinance. Mr. Bonnist said a complainant must file a complaint within 90 days and Mr. Jean was employed over two years ago. He said even if this is rendered timely the period of recovery is 90 days from the date of the complaint so it is barred from further remedy beyond the 90 day period. He said he was relying on the Connecticut Wage Payment Law and the Norwalk Living Wage ordinance and the interpretation of a prevailing law.

Even if the Committee disagrees and this employer is deemed to be covered he said CPS had complied under the Living Wage of \$13.88 and was paid \$14.50. He said no testimony has been offered on this issue.

Mr. Bonnist introduced Mr. Soracco, the CEO and President for Century Protective Services, Inc. for questioning. Mr. Soracco said all employees are offered health coverage. Mr. Soracco said Mr. Jean signed an acknowledgement that he received the Employee Handbook which describes the option to obtain healthcare benefits.

Mr. Jean was then permitted to testify. He said he never received a Living Wage form from Century Protective Services and he never knew about or declined insurance. On the 6th page of the affidavit, and it states the living wage \$13.19 or \$16.93 without healthcare benefits.

Ms. Shanahan had some questions. She asked how many total employees Century employs. Mr. Soracco said about 450. She asked what was provided to the City of Norwalk Finance Department to prove that health insurance benefits were offered. Mr. Soracco said nothing was offered and nothing was requested by the city.

Mr. Soracco said during the orientation process new employees are given a handbook and they have the chance to read the handbook and come back with questions and return an acknowledgement that says the handbook was received and understood by the employee. He said the process is described in the handbook and the employee is responsible for coming to management to obtain healthcare.

Mr. Bonnist said at worst the period of recovery is limited to the 90 days before the complaint was filed.

Mr. Livingston asked about Mr. John Byrne and if he was an employee in February 2015. Mr. Soracco said he was. Mr. Bonnist said it's inherently unfair that Century Protective Services sent in a bid for this project and sent in their hourly rate. He said the City accepted that document that set the hourly rate and that offer and incorporated the document into the contract. Mr. Livingston said your employee admitted that the agreement did apply to you. Mr. Bonnist said regardless if we signed the acknowledgement this does not apply to us because we do not employ the requisite number of employees.

Ms. Shanahan proceeded to read the acknowledgement of John P. Byrne of February 23, 2015 into the record.

Mr. Heuvelman asked if Mr. Byrne was a duly appointed representative and authorized to sign the agreement. Mr. Bonnist confirmed that he was and they are not questioning that authority.

Mr. Heuvelman asked if CPS accept the statute of limitation argument then you are a covered employer. Mr. Bonnist said he is arguing the alternative that they are not a covered entity. If CPS is a covered entity, the complainant lost the right to make a complaint because statute of limitations expired. He said if applicable Mr. Soracco did comply with the statute by offering

health care benefits. Mr. Sorracio said the employee needs to come forward if they are interested in health care benefits. He added living wage is defined in the paycheck. He said it shows regular pay and supplemental.

Mr. Keegan asked Century if they knew about the living wage provision when Mr. Jean was hired. Mr. Sorracio said he did not know because he did not hire Mr. Jean. Mr. Keegan asked if Mr. Jean was informed about living wage by Century and Mr. Sorracio replied that he did not know.

Ms. Shanahan had a few questions for Mr. Jean. Mr. Jean said he was employed full time with Century Protective Services from March 21, 2018 to June 30, 2020. He said he was not offered health care benefits. He said he did sign the form that he received the handbook and read some of it but not all of it. Mr. Jean said he did not recall going over the handbook with any supervisor. He said he was never made aware about healthcare benefits or a 90-day waiting period for healthcare benefits. He also said he was never made aware of the living wage laws.

**** MR. LIVINGSTON MOVED TO ENTER EXECUTIVE SESSION.
** THE MOTION PASSED UNANIMOUSLY.**

The committee went into Executive Session at 8:10 p.m. and came out of Executive Session at 8:57 p.m.

Ms. Shanahan said no motions were made and no actions were taken during Executive Session.

Ms. Shanahan made a motion to make a decision in the evidentiary hearing. of Hans Jean v. Century Protective Services, Inc. File No. 50470-0059. This decision is made in compliance with Chapter 62 of Norwalk's City Code regarding the decision made with regard to the Living Wage complaint by Hans Jean dated August 18, 2020. Respondent failed to comply with the Living Wage and failed to comply with the reporting requirements of Section 62-6 (A). She said we affirm the decision of August 18, 2020 with one modification. Mr. Callahan said the restitution is retroactive to a 90-day period from the filing of the complaint.

On the first finding, with the modification.

**** MS. SHANAHAN MOVED TO AFFIRM WITH THE MODIFICATION.
** MOTION PASSED UNANIMOUSLY.**

On the second finding, that the defendant failed to comply with the reporting requirements of Section 62-6 (A) of the wage ordinance.

**** MS. SHANAHAN MOVED TO AFFIRM THE ORIGINAL FINDING THAT THE
DEFENDANT DID NOT COMPLY WITH THE REPORTING REQUIREMENTS.
** MOTION PASSED UNANIMOUSLY.**

7. NEW BUSINESS

There was no new business.

8. DISCUSSION ITEM

There was no discussion item.

9. ADJOURNMENT

**** MR. LIVINGSTON MOVED TO ADJOURN.**

**** THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 9:03 p.m.

Respectfully submitted,

Greg Venuto

Telesco Secretarial Services