



**Personnel Committee - Board of Representatives**

Susan Nabel, Chair

Mary Fedeli, Vice Chair

**Committee Report**

**Date:** Monday, December 21, 2015  
**Time:** 6:00 p.m.  
**Place:** Democratic Caucus Room, 4<sup>th</sup> Floor Government Center, 888 Washington Boulevard, Stamford, CT

The Personnel Committee met at the above date and time. In attendance were Chair Nabel, Vice Chair Fedeli and Committee Member Reps. Figueroa, McMullen, McNeil, Miller, Okun and Savage. Absent or excused was Committee Member Rep. DePina. Also present were Reps. Franzetti and Summerville; Geoff Alswanger, President, Board of Education; Jackie Heftman, immediate Past President, Board of Education; Tamu Lucero, Hugh Murphy and Stephen Falcone, Board of Education; Richard Freedman, Board of Finance; Thomas Mooney and Melik Forbes, Shipman & Goodwin; and Michael Arcano, Stamford Education Association.

Chair Nabel called the meeting to order at 6:04 p.m.

Item No.	Description	Committee Action
1. <a href="#">P29.066</a>	REJECTION; of a Stipulated Arbitration Award between the City of Stamford Board of Education and the Stamford Education Association. 12/09/15 – Submitted by Stephen Falcone 12/10/15 – <a href="#">Advisory Opinion</a> issued by Board of Finance	Failed 2-5-1

Rep. Nabel read into the record information from President Skigen regarding the procedural underpinnings for the Board’s review of this item:

According to the documents, the Board is being presented with a Stipulated Arbitration Award, under CGS 10-153f(c)(4). This section specifically provides that “The decision of the arbitrators or the single arbitrator shall be final and binding upon the parties to the dispute unless a rejection is filed in accordance with subdivision (7) of this subsection.”

Subdivision 7 specifically provides that “The award of the arbitrators or single arbitrator may be rejected by the legislative body of the local school district.... Such rejection shall be by two-thirds majority vote of the members of such

legislative body ... present at a regular or special meeting called and convened for such purpose within twenty-five days of the receipt of the award....”

Mr. Mooney and the Board of Education requested that this item be considered in executive session because it relates to the Board's collective bargaining strategy. Ms. Nabel said that since the agreement has already been discussed and distributed publicly, the agreement should be discussed in public session. The determination was made that for purposes of considering the terms and conditions of the agreement, there is no need to go into executive session. Mr. Mooney repeated the Board of Education's preference to go into executive suggestion if there is a need to discuss negotiating strategy, but the Committee chose to go forward with public discussion.

The Committee discussed the proposed agreement with Mr. Falcone, Mr. Mooney, Mr. Aslwanger, Ms. Heftman and Mr. Freedman as follows:

- A vote to reject this agreement would not cause a different outcome because of the mechanics of the Teacher Negotiation Act, under which the arbitrators would be required to accept the last best offer of the parties. The parties had reached an agreement, so the arbitrators did not have any last best offers to consider. If this were rejected, the arbitrators would simply look at the agreement, with no dispute.
- The BOE does not have a rule regarding the party affiliation of members of its negotiating committee, Labor Relations committee or any other of its committees.
- The BOE reached an agreement with the SEA, which the BOE feels is advantageous because it reduces long term structural costs
  - The salary settlement 3.1% in the first year and 3.33% in the second year (including step movement) is consistent with the state average settlement of 3.27% in the first year and 3.31% in the second year (including step movement). The salary is weighed toward step movement
  - Health insurance changes move all teachers to a high deductible health savings account plan with deductibles of \$2,000 for single teachers and \$4,000 for family plans. The Board will contribute 50% of this amount to the teachers' health savings accounts, \$1,000 or \$2,000 respectively.
  - In the second year of the contract, teachers will also pay 10% of claims in excess of \$2000 up to \$10,000 in claims for an individual and \$20,000 for a family plan. This concept of co-insurance is to create a sense of consumerism in union members' health care choices.
  - The severance benefit was dramatically reduced and limited to those persons who are eligible for that benefit. The severance benefit is currently \$16,550 and a subsidy of 50% of their health insurance costs for three years. This change will result in a significant cost reduction over the long term (in the tens of millions of dollars) and the short term. It will reduce the OPEB contribution by \$500,000 annually.
  - This is a two year contract.
  - The parties agreed to remove the issues of assignment and transfer from the negotiation process.
  - They agreed to reduce the sick bank from 186 days to 93 days.
  - This agreement is binding on both the Board of Education and the SEA, there is no vote of the SEA planned.

Mr. Freedman stated that the advisory letter notes that the agreement is a positive step and the Board of Finance hopes that the parties can continue this work in the next

negotiation in two years. The advisory opinion was a favorable opinion.

If the Committee takes no action, the Agreement goes into effect

Chair Nabel stated that she objects to the provision that the Board of Education pays 65% of the salary of the president of the SEA.

A motion to reject the Stipulated Arbitration Award was made, seconded and failed by a vote of 2-5-1 (Reps. Miller and Okun in favor; Reps Nabel, Fedeli, Figueroa, McNeil and Savage opposed; Rep. McMullen abstaining).

Chair Nabel adjourned the meeting at 6:58 p.m.

Respectfully submitted,  
Susan Nabel, Chair

This meeting is on [video](#).