

MINUTES OF SPECIAL MEETING HELD JULY 16, 197312TH BOARD OF REPRESENTATIVESSTAMFORD, CONNECTICUT

A Special Meeting of the 12th Board of Representatives of the City of Stamford was held on Monday, July 16, 1973, pursuant to a "CALL" issued by President George V. Connors under the provisions of Section 202 of the Stamford Charter.

The meeting was held in the meeting room of the Board, Second floor, Municipal Office Building, 429 Atlantic Street, Stamford, Connecticut, and was called to order by the President at 8:55 P.M. after a Caucus by the respective parties.

PLEDGE OF ALLEGIANCE TO THE FLAG: The President led the members in the Pledge of Allegiance to the Flag.

ROLL CALL was taken by the Clerk. There were 35 present and 5 absent. The absent members were:

Matthew Rose (D) 3rd District
 Anthony Truglia (D) 5th District
 George Ravallese (D) 8th District
 Kim Varney (R) 16th District
 Billie Perkins (R) 18th District

"CALL" OF MEETING:

THE PRESIDENT read the following "Call" of the Meeting:

TO: All members of 12th Board of Representatives

FROM: President George V. Connors

SUBJECT: FOUR COLLECTIVE BARGAINING CONTRACTS - "CALL" OF MEETING

I, GEORGE V. CONNORS, President of the 12th Board of Representatives of the City of Stamford, Connecticut, and pursuant to Section 202 of the Stamford Charter, hereby call a SPECIAL MEETING of said Board of Representatives at the following time and place:

MONDAY, JULY 16, 1973

At the Municipal Office Building, Second Floor,
 429 Atlantic Street, Stamford, Connecticut

At 8:00 P.M.

for the following purposes:

- (1) Contract Covering two years - From July 1, 1972 through June 30, 1974
Between City of Stamford and the MUNICIPAL EMPLOYEES ASSOCIATION
 (Contract signed June 22, 1973)

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- (2) Contract Covering Two Years - From July 1, 1972 through June 30, 1974
Between City of Stamford and the STAMFORD POLICE ASSOCIATION -
 (Contract signed)
- (3) Contract Covering Two Years - From July 1, 1972 through June 30, 1974
Between City of Stamford and the STAMFORD FIREFIGHTERS UNION (Local
786) Internatlional Association of Fire Fighters - (Contract signed
 July 2, 1973)
- (4) Contract Covering Two Years - 1973-1975 - Between STAMFORD BOARD OF
EDUCATION and the STAMFORD EDUCATION ASSOCIATION - (Contract signed
 June 26, 1973)

P.S. Also, to act upon any Contracts signed and
 ready for action by above date of meeting.

G.V.C.

(Signed) George V. Connors,
 President,
 12th Board of Representatives

THE PRESIDENT reminded the members that they all have copies of the contracts.

MR. MORRIS MOVED that a ROLL CALL VOTE be taken on each contract. Seconded
 by Mrs. Laitman and CARRIED.

Collective Bargaining Contract for MUNICIPAL EMPLOYEES ASSOCIATION
Covering Two Years - From July 1, 1972 through June 30, 1974

MR. HEINZER, Chairman, Personnel Committee, said he wants to preface action
 on these contracts by a little explanation. He said this Board must act
 on these contracts by a majority vote of THOSE PRESENT AND VOTING, which
 means in this case, 18 votes, with the present membership here. He said
 we may reject a contract for one of two reasons: If it has a cost factor
 involved and it is going to cost the City money, or if it violates our
 Charter or our City ordinances --- only for those two reasons. He said when
 we reject a contract, we must give the reason why it is being rejected.

MR. JOHN BOCCUZZI rose on a point of information. He said suppose we don't
 like one of the provisions in a contract - and we can't change the provisions
 --- can't we reject the entire contract?

MR. HEINZER said if there is an objection to one of the provisions, then we
 must reject the ENTIRE CONTRACT and if the provision is such that it does
 not violate the Charter and does not cost the City any money, then we cannot
 reject it on that basis either.

He said he is going to start with the MEA contract. He said his Committee
 met at great length with the City Negotiator on these contracts and he
 answered many questions asked by members of the Committee. He said on the
 MEA contract, there was some feeling among the Committee members that the
 age 60 Retirement provision was grounds for rejecting it, and two of the
 members have since that time changed their votes to say that we should

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approve this contract, because the MEA pension fund is fully funded and the reduction in the retirement age will NOT affect the City funds at all, excepting in the contribution which is a very minor detail. He said there are some things in favor of it, such as getting new blood and the Committee felt that this money properly belongs to the members and if they want to retire at age 60, we should not object, which is the feeling of the Committee at this point.

MR. HEINZER MOVED for acceptance of the MEA contract. Seconded.

MR. EXNICIOS rose on a point of information. He asked when the Committee met and considered these contracts and how many members of the Committee were present and voting at the time.

MR. HEINZER said on the MEA contract they held a Committee meeting on the same night we held a Special Board meeting, which was June 26th and present were: Mrs. Pont-Briant, himself and Mr. Roos.

MR. EXNICIOS asked how many members are on the Personnel Committee.

MR. HEINZER replied "five"three Republicans and two Democrats.

MR. MILLER asked, through the Chair, if when Mr. Heinzer reports on each contract, that he will tell the members how many people were present at the meeting when the vote was taken and the way each member voted.

MR. HEINZER said the vote on the MEA contract is ----- Mr. Roos is still voting against it and Mrs. Pont-Briant and himself are voting to approve it.

There was some discussion about reporting how committee members vote on anything that is before them.

MR. RUSSELL said it was Mr. Miller who started the practice of reporting how the members of his committee voted (in committee) on matters before them. He said he has been a member of this Board for some 21 or 22 years and we have never reported how each member votes in committee - merely the recommendation of the majority vote of the Committee. He said the vote has always been what the result was of the majority recommendation of the Committee and we have never given a break down of how the committee voting individually and he thinks this is just a whim of Mr. Miller's and he started it and now he wants this practice to be extended to all Committees. He said he thinks it should be stopped here and now that we do not report how each individual member of the committee voted.

MR. JAMES KELLY said he did not attend the committee meeting when they considered the MEA contract because he did not know about the meeting and was not informed that they were meeting.

MR. MILLER said he asked the question of Mr. Heinzer mainly because it has been alleged that there were very few people present at the Personnel Committee meeting at which these contracts were discussed and he felt the best way to clear the air was to bring everything out into the open. He said regarding Mr. Russell's comments, he thinks that the public would have a right to know how people vote in committee, but he will not go into that now.

MR. HEINZER asked if there are any comments on the contract.

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MR. RUSSBACH asked Mr. Heinzer if he got the firm actuarial figures on the cost of the reduction of the retirement age to 60 from 62?

MR. HEINZER said Mr. Barrett (Labor Negotiator) thinks they are more conservative than he estimated them to be. He explained that this Pension Plan is funded actuarially - not 100%, because it would be ridiculous to think that everyone is going to retire. He said it is his understanding that the MEA contract last year made \$800,000 over what was required to pay pensions. However, what the reduction from 62 to 60 means, he cannot furnish that information at this time, but according to the Labor Negotiator it is adequate.

MR. RUSSBACH asked if there was any discussion with Mr. Barrett about the feasibility of integrating future pension increases and pensions as a whole with Social Security.

MR. HEINZER said yes.

MR. RUSSBACH asked what the discussion was and Mr. Heinzer said it is preferred that the negotiations be conducted by the Negotiator and not on the floor of this Board, but he would convey Mr. Russbach's feelings.

MR. RUSSBACH spoke at length on the reasons why this should be integrated with Social Security.

MR. ROOS said he has mixed thoughts on this and sees us going down to 60, but he objects to it because he sees no real reason for it and 62 is when Social Security is available and he thinks the two should tie in together. He said the cost of this to the City is going to vary between one percent and 1.2%. He said the big thing that is bothering him is the Trustee plan that we have and according to Mr. Bromley's ruling --- that whatever they rule on the Pension Plan is legal and uncontestable and "this is it". He said our Fund which they say goes up to nine and a half million dollars, is a "sitting duck" --- our pension plans are a "sitting duck" for these various different pension committees we have and if they can arbitrarily make a rule, by a majority vote that so much can be taken out of the pension and that restrictions are lifted on pensions --- that we can give 50% for disability whether it is service incurred or not and all these various decisions -- if they can do this, we should reject ANY plan that includes this pension committee or commission. He said he feels that before we pass any plan, we should have a ruling that before the Charter can be changed, and according to Mr. Bromley, the Charter CAN be changed by just a ruling from them. He said you could see this Pension (Board of Trustees) committee is fairly balanced --- with two people from the Union, two people from the City government and one person chosen by the four, and they submit six names and choose one out of the six. He said all that the Union has to do.....

MR. EXNICIOS said he believes that Mr. Roos has his contracts mixed up -- because he is talking about the POLICE pension plan, which is not before the Board, because what is presently on the floor for discussion is the MEA contract. He asked the speaker to stick to the MEA contract.

MR. ROOS said the cost to bring this down to age 60 is from 1% to 1.2% and if it went to arbitration we probably would be forced to do it, but he thinks that the pension plans as they stand are very very liberal and more liberal than industry gives and more liberal than the State gives and he

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objects to making it any more liberal than it now is.

MRS. PONT-BRIANT said that she and Mr. Roos met with Mr. Barrett separately because they had additional questions to ask him, and he did say that he hoped to work in Social Security with the Pension Plan in the future very definitely. She said his intention is to go that way and if our Board is in agreement --- he is the Negotiator. She said she voted for it because she believes it now is funded, and the City is paying a greater share now, but the City's greater share is to fund approved liabilities that have occurred over the years according to the actuarial report. She said after a certain number of years, which Mr. Barrett hopes will not be too long, the City's share will then be down to 5%. She said the Pension Fund is now making 6% annually now in its earnings and the actuary is basing his figures on about 4 3/4%. She said she believes that a change in this figure has to be agreed upon by the Board of Trustees of the Classified Employees Retirement Fund and then perhaps the percent in the actuarial report could be increased to 5% which means that the City's share would be less and the Fund would still be funded. She said as it now is the unfunded balance as of June 30, 1972 was eight million and based on that the City does have to pay more, but it is getting less every year and the City's share should also get less every year.

MR. JOHN BOCCUZZI said a month or so ago this Board approved the first contract with the City and in that contract the retirement age was reduced to 60. He said he discussed this with people who have no connection with the City or with the City government or City employees, and as a matter of fact was a person from out of town. He said during the discussion this person told him that when you set a precedent, then all future contracts could contain the same clause and that if the unions whose contracts we now have are turned down, if they were to take it to Court the Judge would probably rule that you set a precedent with the first contract by reducing the retirement age to 60, which might have been a mistake on our part to start with, and if we were going to stop it, we should have stopped it there. He said the other thing this person told him was that the only way you could do it, and he did not know if the Stamford Charter would allow it --- would be to repeal the first contract --- and he doubts if we have that power. He said he feels we are bound now by approving the first contract.

MRS. LAITMAN said Mr. Roos alluded to arbitration. She said she must agree that if this does go to arbitration, the arbitrator probably would rule that retirement age would have to be 60. She said she has a report of findings from the State Board of Mediation and Arbitration and even at that time (back in 1971) the Arbitrator spoke about the age of 60 as becoming "more fashionable" and probably what he meant by that is that it is becoming more and more common in industry to use the age of 60 and he did make a point that he would like the age of 60 to be negotiated through Collective Bargaining rather than through arbitration and we are probably right in approving the retirement age at 60. She said she does not think that this should stop us from approving the contract.

MR. CAPORIZZO MOVED THE QUESTION. Seconded and CARRIED.

THE PRESIDENT said a ROLL CALL VOTE was requested earlier in the meeting and was approved by unanimous vote at that time. He directed the Clerk to call the roll on the vote on the MEA contract. It was APPROVED by unanimous vote, as follows:

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THOSE VOTING IN FAVOR OF THE MEA CONTRACT:

BOCCUZZI, John (D)
 BOCCUZZI, Theodore (D)
 CAPORIZZO, William (R)
 COLASSO, John (D)
 CONNORS, George (D)
 COSTELLO, Robert (D)
 CROSBY, Robert (R)
 DIXON, Handy (D)
 EXNICIOS, Robert (R)
 FORMAN, Barbara (R)
 FLANAGAN, William (R)
 FRIEDMAN, Bertram (R)
 GAMBINO, Philip (D)
 GUROIAN, Armen (D)
 HEINZER, Charles (R)
 KELLY, James (D)
 KELLY, Stephen (D)
 KNAPP, Warren (D)
 LAITMAN, Marilyn (D)
 LENZ, Frederick (D)
 LIVINGSTON, Jeremiah (D)
 MILLER, Frederick (D)
 MORABITO, Joseph (D)
 MORRIS, Thomas (R)
 PERILLO, Alfred (D)
 PHILLIPS, Thomas (R)
 PONT-BRIANT, Lois (R)
 ROOS, John (R)
 RUSSBACH, Daniel (R)
 RUSSELL, George (R)
 RYBNICK, Gerald (D)
 SAINBURG, Richard (R)
 SCOFIELD, Edward (R)
 TRESSER, Michael (R)
 WALSH, Peter (D)

(2) Collective Bargaining Contract for STAMFORD POLICE ASSOCIATION
Covering Two Years - From July 1, 1972 through June 30, 1974
 (Contract signed July 2, 1973)

MR. HEINZER reported on the above contract. He said the Committee has had some misgivings on this contract. He said they met with the following members present: Mr. Roos, Mrs. Pont-Briant, Mr. Morabito and himself present and voted unanimously to REJECT this contract on several basis, the most important one being the make-up of the Board of Trustees of the Police Pension Fund. He said the Trustees will now not only handle the money, but will make all the decisions about the whole Pension set up - who is to be retired, and so on and there are points both pro and con which we will hear from the floor. He said there are two other considerations - one is the total tuition for education benefits which the Committee felt was out of line because it would be possible for someone to join the Police

force - get an education and in 6 or 7 years have their whole college education paid for, become an accountant, or something else and then leave the Police force and get his education paid for that way and it could be misused that way.

Mr. Heinzer said one other provision was relative to the Blue Cross hospitalization, that after retirement a man would have half of his hospitalization paid for from the date of his retirement until he reached age 65 and became eligible for Medicare. He said the way the Police reitement is set up now, this could become a period of some 24 years of having the Blue Cross paid for.

He said those were the three objections that the Committee had to the Contract.

MR. HEINZER MOVED for REJECTION of this contract. Seconded.

MRS. LAITMAN said it was her understanding that the letter which accompanied the contract would cover the highlights of the contract and she does not see anything about the educational provisions to which the speaker alluded. She asked him if he would spell out a little more as to what the Committee objected to in regard to the Trustees.

MR. HEINZER said this appears on page 15 of the contract, paragraph C.

MRS. LAITMAN asked if the Police Commission has to approve tuition. He replied "no".

MRS. PONT-BRIANT said that was one of the Committee's objections and they felt that paragraph C was rather wide open, and they felt it should be renegotiated to tighten up the provisions and they way they would get approval of college credits.

MRS. LAITMAN called attention to page 14, item 17, there is reference to an accredited college or university and she assumed that same paragraph would apply also to C.

MRS. PONT-BRIANT said she believes there are two different things here and it is an incentive. She said the first paragraph - 17 A was in the last contract and was giving them additional money for obtaining additional degrees and we agreed because we felt that if the Police felt they wanted to achieve a better education, that they would be paid for it when they finished their course. She said in addition to that they now want to pay them full tuition costs and the Committee had some reservations about it.

MR. MORRIS said regarding a remark that Mr. Heinzer made about Accountants, etc., he believes that most of the Policemen that are taking courses and Firemen, are taking courses that are related to their duties.

MR. HEINZER said then it should be in the contract that way.

MR. ROOS said when they say "accredited" on page 14 of the Contract that they mean an accredited recognized college, so this could be ANY course and doesn't have to be a Police Course and \$700 extra a year for a possible 25 or 30 years is a lot of money so on top of paying for the tuition and everything

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else we are rewarding people with a pretty good sum, which is something to think about. He said he thinks they should be studying in relation to their work if we are going to pay for it.

MRS. PONT-BRIANT asked for a point of clarification - the Personnel Committee does not object to 17 A, but just to paragraph C.

MR. HEINZER said yes and only to the fact that this would make it possible for someone to get on the Police force in order to obtain a college education and then quite after he had it and it could become a gimmick. He said this does happen in industry quite often and could also happen here.

MR. EXNICIOS said he has two questions - in the preamble Mr. Heinzer said we could reject this only in a matter of financial reasons and he assumes that the reason for this objection is for financial reasons. He asked if he could tell the Board the maximum exposure we might have in the way of dollars. He said has the committee come up with any kind of a figure at all as to what this might cost the City?

MR. HEINZER said "no" - they have no exact or contemplated figure.

MR. EXNICIOS said then how can this Board know what they are rejecting.

MR. HEINZER said it is up to each Board member to vote the way it looks to them.

MR. EXNICIOS said the Committee said regarding the incentive pay for a better education for Policemen is very worthwhile. He said it looks to him as if they are giving the Policemen a little more incentive to attend college. He said he thinks it is very far fetched to think that a man is going to study something that is not related to his line of work and also that he would subject himself to the hazards of being a Police Officer for four or five or six years just to get a college education free of charge and then quit. He said everyone agrees that the job of a Policeman is a little more sophisticated today than it has been and he thinks that any encouragement we could give Police Officers to attend college and get degrees would be quite helpful.

MR. HEINZER said he thinks the speaker is mis-reading what the Committee is saying. He said he thinks the Committee believes that almost anything that a Policeman studies is going to be helpful to him and the Committee does not object to that--- and what they object to is the openness of this provision in the contract. He said that if it should say that the course would be reimbursed if it were approved by the Police Commission, then the Committee would be very happy with the provision, but as it now stands there is a possibility that no matter how wild it might seem, that this could be mis-used.

MR. EXNICIOS said he is disappointed that the Committee could not come up with some kind of figure as to what this might cost in dollars. He said this is only a two year contract and maybe we should try it out for two years and find out just what the exposure really is.

MR. HEINZER said once it is in, then we cannot change it. He said he would not vote against the contract himself on just that basis, but merely thinks it is written rather carelessly and ought to be tightened up, if possible, in the next contract.

MR. GUROIAN said, as Mr. Heinzer says, we have the option of voting no on the assumption that there is a cost factor involved and in regards to the insurance that would be a cost factor and nobody is going to give us a guarantee that those who attend college are going to take courses that are basic to police work, and if you want to translate it into the kind of language that every homeowner in the City understands, that means "taxes". He read from a letter he had received about the tax increase. He said just because a roll call vote was requested is not going to intimidate him or make him bow to their wishes. He said he is not intimidated as someone said in Caucus "this is an election year" and that doesn't intimidate him either and frankly he does not care whether he is re-elected or not and is not particularly concerned if he gets a \$5 ticket or not, if he votes against this. He said his concern tonight, which is why he was elected -- his concern is for the 7,000 people in his District and how they feel about how he should act here tonight. He said last year the Police were here with firearms on their hips and tonight he is glad to see that they are not, because that relieves a lot of Board members from the fear of intimidation (laughter) -- not that they are going to use them, but it does have a psychological effect. He said he is going to vote against this because he thinks the Committee is right and there should be some tightening up on those two issues - that of the insurance which will cost the City a helluva lot of money and the other is the possibility that somebody will pick up the gimmick and go to college and take a medical course and the taxpayer is going to pick up the tab. He said his kid did not go to college on City money and he does not think anyone should use City money to go to college, and if they want to take police courses, then it should be in black and white in the contract, which is not asking too much.

MRS. PONT-BRIANT said the police contract is based on only a 5% raise and we voted the MEA a 5.4% and she believes that salary wise the Police have been quite fair and the objections the Committee raised were strictly in reference to the three that Mr. Heinzer mentioned.

MR. HEINZER said he wants to comment on that 5.4% -- the .4 is to cover the reduced retirement age from 62 to 60 and that's why it is there - to cover the increased cost for an earlier retirement, so otherwise we can consider them all to be 5% contracts.

MR. LIVINGSTON called attention to page 16, paragraph C which grants an officer leave with full pay for Association business, such as attending labor conventions. He said being a labor man, he knows that it is not normal practice for you to attend to Union business at the expense of your employer. He said he wants to know the feelings of the Committee on this.

MR. HEINZER said they spent no time on that for the reason that it was not a change in the contract and it is fruitless to try to change something that has long standing in a contract, except through negotiation.

MR. LIVINGSTON asked if this contract is rejected, could items that this Board raises be considered for re-negotiation.

MR. HEINZER said he knows of no reason why not, but if we reject the contract, we will be rejecting it for certain specified reasons, and doubts if we can make it a part of it tonight.

MR. RUSSELL said he wishes to speak on the Blue Cross benefits after retirement. He said when you grant something to the Police and Firemen then the others will be close behind. He said he thinks this will prove to be very expensive.

MR. HEINZER said we keep hearing that our Pension Funds are becoming such that they will soon be self-supporting and will be making even more money than they need, it seemed to the Committee that this is something that can be looked forward to by the Police Association and other Associations that have this provision, so that maybe the Pension Fund in the future might be able to take care of that.

MR. RUSSBACH said he intends to vote against the contract, because there are a couple of things that bother him - he said on paragraph 8 under sick leave on page 8 - he knows this provision has been in the contract for awhile, but again it is a lack of foresight and throwing money away. He said according to the Police Commission, the absenteeism rate is terrible - that in 1972 some 63 men were absent at least 12 days each and about 40% reported sick at least 10 days each. He said what would save the taxpayers a lot of money and would not be detrimental to the Police is that after about 10 days of chronic absence or sickness, that the City consider getting a long term disability plan for the Police and Firemen. He said the cost for each man for a lifetime accident or sickness pays 75% of salary and for a group this size would be approximately the salary of one man's salary per week - such as about \$250 a week and in a long time disability, instead of paying the money out of the salary account, which is 100% in dollars - but in the case of a long term disability plan, if a man is out for say 5 or 6 months, that is \$6,000 but in this case, after about 10 days or 2 weeks of a period where the City would pay, the cost of this would be about the salary for an entire year of one man per week, which is a tremendous saving. He said it is hard to understand why something like this has not been explored and discussed, because the saving to the City would amount to thousands of dollars, and the men covered by the Plan would not lose a thing.

He said the second provision which upsets him even more, relates to the Blue Cross and Blue Shield -- and he has never seen anything like it in any type of plan he has ever seen. He said right now, paying one half the cost of Blue Cross and Blue Shield per man is approximately about \$17 per man per month, which is a total indebtedness per man of about \$200 a year for the City. He said everyone knows the cost of Blue Cross goes up every year and they are always asking for huge increases, and in the course of 4 years the cost of Blue Cross doubles --- so, based on current trends, in 4 or 5 years, the cost of providing one half the cost of this benefit would be any \$200 a year, but will probably be about \$400 a year. He said a thing like this does not belong in a contract because you are diving into something that you have no idea what the cost will eventually become. He said it is a fringe benefit that is not required by a contract and does not belong in it. He said this should be paid for out of the Pension Funds. He said he can only see that we are getting into a big mess by getting involved in putting a thing like this into a contract. He said if a man should retire at 41 you are obligated to pay for one half of his Blue Cross under certain conditions until he reaches the age of 65. He said if you multiply 24 times 200 - that is approximately about \$5,000 potential indebtedness per man, based on today's cost, which is a helluva lot of money. He said with these two provisions in the contract, there is no way he can vote for it and thinks it is definitely irresponsible.

MR. MILLER said he would like to place the educational benefits for Police Officers in perspective. He said, unlike the teachers who must have a Bachelors Degree in order to even get a job, very few new Police Officers in Stamford have a college degree. He said as he understands it, most all of the Police Officers presently in school are attending classes on a part-time basis at Norwalk Community College working toward an Associate Degree in Police Science and this is what we are REALLY talking about. He said if they want to go further and get a Bachelors Degree in Police Science, they would have to go up to the University of New Haven, or down to New York City. He said it was suggested that Police Officers are going to use this as a gimmick to make themselves into doctors or lawyers and that is really far fetched, because it is impossible to go to medical school in this country on a part time basis and if any Police Officer in Stamford wanted to become a lawyer, it would take him so many years on a part time basis, by the time that he had the degree it would be foblish for him to leave the department, because he would be so far into his police career.

MR. RUSSBACH said no one said that and the speaker's remarks are facetious.

MR. MILLER said he is not trying to be facetious, but is merely trying to point out what is actually going on, because, as a matter of fact, most of the Police Officers in school are attending part time classes at Norwalk Community College, which is a State school and are only working toward an Associate Degree.

MR. HEINZER asked the speaker if he would object to that being stipulated in the contract that these courses must be of that type.

MR. MILLER said he would not object to that stipulation.

MR. HEINZER said that is what the Committee is after.

MR. ROOS said he wants to get back to the Board of Trustees of the Pension Fund. He said he does not like this set up - that at present the City pays 22% under this Pension Plan and the employee pays 7% and the only beneficiary of this Plan is the employee, and yet the employees control 40% of the Board and all that is now necessary is to persuade one politically oriented person of the three left to vote their way and we can forget our future Pension Plan funding. He said he strongly disagrees with the conception that the Pension Plan can be amended or changed by the Trustees. He said they should only be allowed to administer the Plan and not change it, but only administer the funds that are available. He said if this is not true, then we should NOT pass this contract until this is corrected. He said we have a situation here where five men can determine that we are going to change our Charter and change our Pension Plan and do whatever they choose to do. He said Mr. Bromley's office made the statement that this is correct and if this is true, then we should not pass any contract which allows this to happen. He said the only way we can possibly change the Charter is to have it in this contract that definitely states what the duties are of this Board of Trustees and that they cannot change the Pension Plan as it is written. He said this definitely should be in the contract and this is the only way that we can get it into the Charter.

He said he has another protest here and that is clothing maintenance cost - \$300 a year. He said he fails to see why we must supply clothes to men who are not in uniform. He said Mr. Russell said if one group can have this,

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then why can't we have it? He said not only are we furnishing their clothes, but are also spending an additional \$300 to clean all of these clothes for a year - at \$6 a week. He said this is fantastic, but if this is the case, then why shouldn't we buy clothes for ALL City employees, whether they wear uniforms or not. Then on top of that, then why shouldn't we clean them -- because if we can do it for the Police, why shouldn't we do it for others too? He said part of your job is to come to work clean and neat and you should not be paid to do it.

He said if it requires Police attendance where a ditch is being dug, we have the Special Police available and if the contractor gets a man out of his own time, then it should be a business deal between them and the City should not be setting prices and stipulating how much should be paid and so on -- it should be a private deal. He said we have a Special Police force and these men furnish their own uniforms and keep them clean and get paid about \$3 an hour - perhaps they should be given an opportunity to also work. He said he also thinks we should not be forced to accept past contracts - that we should have the right to protest the contract that is in front of us and to propose changes in it.

He said negotiation means give and take and we should be able to take things out of a contract if we want to. He said Stamford has been a generous employer and it is not fair to saddle the taxpayer with a lot of gimmicks in the contract that ends up raising their taxes sky high. He said this contract contains a lot of gimmicks and there have been for years and its time that Stamford started looking at all its contracts and all its promises and everything else and start seeing if we can afford to pay them all -- he said its easy to say "give it to them, give it to them". He said he also gets a Pension and also worked for the State and have seen many contracts, but this is the most generous one he has ever seen.

MR. EXNICIOS said he intended to speak to some of Mr. Roos' remarks, but he has rambled all over the contract and he got lost in a few places. However, he said a couple of points that Mr. Roos made have to be rebutted - early in his statement he mentioned the "funding of the Trust" and that the only advantage of the Trust was to City employees. He said this is wrong and he is sure that Mr. Roos must know that, because it is very important to the City to have a Trust Fund, because what has happened up to the present time is that every pension for every Policeman and also the Firemen too, is that it is 100% funded for the taxpayers of the City of Stamford. He said every time a pension is granted up to the present time, it has come before this Board and we have had to appropriate the money for it. However, he said, with the inception two years ago of the Pension Trust, similar to that of the Classified Employees, it is now being funded by contribution, even though the City is paying more, the employees - the Policeman and the Firemen are also contributing up to 7% and this money is being invested and is earning an income and is appreciating and starting in July of 1974, the taxpayer will not be asked, through his elected Representative, to 100% fund every pension that comes down the pike. He said he believes the advantage is very definitely to the City as well as to the members of the Police and Fire Departments.

MR. ROOS rose on a point of personal privilege. He said he does not think that Mr. Exnicios understood what he meant, or maybe he didn't say it right -- but when he said they are the chief beneficiaries, he said he did not mean to imply that we don't benefit by funding, but he means that the net result is that the pension is paid to the employee and he benefits by it. He said

he did not mean to say that we don't benefit by funding, because it is good business and we should have it and the City does benefit from it.

MR. EXNICIOS said it is pretty obvious that the City does not receive the Pension and the people who retire receive the Pension. He said he is saying that the taxpayers save money by having a Board of Trustees and by having a Trust Fund. He said this is proven by the Classified Employees Retirement Fund which has been in existence since 1952 and it will also be proven by the Police and Firemen's Pension Trust Fund, starting in 1974.

He said the other thing Mr. Roos questioned the paragraph regarding the Trustees of the Fund have final say over the Police pensions and also in the case of the Firemen, it is the same. He said at the present time the Police Commission and the Fire Commission have the right to say who is eligible for retirement and these Commissions are made up of three APPOINTED politicians - the incumbent Mayor at the time appoints two of his party and one of another party to compose the Police Commission and the Fire Commission and these three men do the deciding.

He said the Board of Trustees which is mentioned in the new contract, is somewhat more objective and can be more objective from the standpoint that it is made up of FIVE people, rather than the former three and these people serve for a three year term - two of whom represent the Associate (or Union) and are elected by their fellow members of the Association to be on there for three years, two are appointed by the Administration (at the present time, they happen to be the Mayor, the Chief Executive of the City of Stamford, and the chief fiscal officer, the Commissioner of Finance, and these four members then select a neutral member, who acts as Chairman. He said this way the politics is out of it and these people serve a three year term and they can be more objective.

He said he wants to remark on another thing that Mr. Roos said regarding the Corporation Counsel's opinion regarding the right of these people to change the Charter. He said this is always subject to a challenge if we disagree with the Corporation Counsel. He said it is our responsibility regarding the Charter because the Mayor has repeatedly asked over some time now for this Board to set up a Charter Revision Commission and this Board has not seen fit to do so. He said this is a moot point, because it can be changed.

He said another thing he would like to speak on which Mr. Russbach mentioned, and that is the Blue Cross and Blue Shield coverage and something should be pointed out to those members who have not read the contract completely. One is that the City has contracted to pay only half of the total cost. He said if you only read the face letter you might be misled regarding the cost, because the actual cost (according to our Commissioner of Finance and Mr. Barrett) for the one year that this is in effect - because it takes effect on the signing of this contract, which is only for one year of the two year period. He said the total cost that they have estimated is \$1,600 --- that is the total cost for the Blue Cross and Blue Shield for the whole year. He said all this talk about \$200 per man and so forth does not apply to what we are voting on because what we are voting on tonight is \$1,600 for one year. He said as far as he is concerned, when they retire and have no access to Blue Cross, that the City should pay it, and he should be allowed to stay under the "umbrella" of the City's protection.

MR. RUSSELL said Mr. Exnicios is not thinking about the future when the entire Police Department will be on retirement and it certainly won't be no \$1,600. He said each year it will be additional, additional and additional and this is only the beginning of it, and five or ten years from now, it will be a different story.

MR. MORRIS said it looks like we are bandying figures around it seems to him, after reading the Court cases regarding the Police and Fire Departments, that we have more problems with the people who DON'T want to retire when they are 60 then we do have with people who want to get out when they are 40.

MRS. LAITMAN asked to please go back to the ORIGINAL reasons why the Personnel Committee rejected this contract.

MR. HEINZER reminded the speaker they were: (1) the Trustee set up, where they handle the money and make all decisions, (2) the tuition benefits and (3) the payment of one-half Blue Cross and Blue Shield benefits until age 65.

He reminded the members that we must give reasons why if the contract is being rejected and the vote would have to be taken separately on each reason for rejection. He said for the purpose of getting this on the floor, he would MOVE TO REJECT the contract for all three reasons.

MR. MORRIS asked for clarification - that a "YES" vote would mean we are REJECTING the contract and a "NO" vote would mean we approve the contract.

MR. HEINZER said this is correct. He said we can only reject a contract, by law, ONLY if it is a violation of the Charter or costs the City money. He said he cannot give a cost estimate at this point. He said he wants to change is motion to the contract should be REJECTED on the basis of (1) the cost of the tuition, (2) and the cost of the Blue Cross program.

MR. FRIEDMAN said as he understands it now, the Committee is looking for a rewording on the tuition basis.

MR. ROOS said he wants to speak again - and we have had no terrific strength from the Police in past pensions and we have had some give aways recently in pensions and he hasn't heard any dissenting voice from the Police. Also, he said he does not think they should have the right to change the Charter and thinks this should be approved by our legal forces before we take a vote on it.

MR. EXNICIOS pointed out that if we vote to reject the contract on the basis that we want to send it back for re-wording, that we must send it back to Mr. Barrett for re-negotiation and the way word means give and take and it means that if we have to get something then we have to give something and we had better give it a lot of thought before we vote it down.

MRS. PONT-BRIANT said if we reject this contract tonight, it has to come back to us again and we again have 30 days.

MR. RUSSEACH said that is a very interesting point and it should be made quite clear - that it is 30 days AFTER we receive the negotiated contract.

MR. HEINZER explained that then it becomes a brand new contract and when it comes back to us after it has been re-negotiated, we have another 30 DAYS.

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The question was MOVED, seconded and CARRIED.

MR. HEINZER clarified the question. He said the motion is to REJECT the contract on the basis of the cost of the tuition program and the cost of the Blue Cross for retirees, so a "YES" vote is to REJECT and a "NO" vote is to approved the contract.

THE PRESIDENT reminded the members that a ROLL CALL VOTE was approved earlier in the meeting. He directed the Clerk to call the roll. The contract was APPROVED by the following ROLL CALL VOTE of 19 no votes and 15 yes votes and 1 abstention:

THOSE VOTING TO REJECT THE CONTRACT:

FORMAN, Barbara (R)
 FLANAGAN, William (R)
 GUROIAN, Armen (D)
 HEINZER, Charles (R)
 KELLY, James (D)
 KNAPP, Warren (D)
 LAITMAN, Marilyn (D)
 LIVINGSTON, Jeremiah (D)
 MORABITO, Joseph (D)
 PONT-BRIANT, Lois (R)
 ROOS, John (R)
 RUSSBACH, Daniel (R)
 RUSSELL, George (R)
 SAINBURG, Richard (R)
 SCOFIELD, Edward (R)

THOSE VOTING TO APPROVE THE CONTRACT:

BOCCUZZI, Theodore (D)
 CAPORIZZO, William (R)
 COLASSO, John (D)
 CONNORS, George (D)
 COSTELLO, Robert (D)
 CROSBY, Robert (R)
 DIXON, Handy (D)
 EXNICIOS, Robert (R)
 FRIEDMAN, Bertram (R)
 GAMBINO, Philip (D)
 KELLY, Stephen (D)
 LENZ, Frederick (D)
 MILLER, Frederick (D)
 MORRIS, Thomas (R)
 PERILLO, Alfred (D)
 PHILLIPS, Thomas (R)
 RYBNICK, Gerald (D)
 TRESSER, Michael (R)
 WALSH, Peter (D)

ABSTAINED:

BOCCUZZI, John (D)

- (3) Collective Bargaining Contract for STAMFORD FIRE FIGHTERS UNION (Local 786) International Association of Fire Fighters - Covering Two years - From July 1, 1972 through June 30, 1974 -- (Contract signed July 2, 1973)

MR. HEINZER said on the Firemen's contract the Committee voted to report it out exactly the same as the Police contract --- the Committee had the same objections to it. He said he intends to make the same motion as he made on the Police Contract.

MR. FRIEDMAN said, through the Chair, he would like to ask the Chairman of the Personnel Committee - relative to Article 15 on page 20 of the contract, paragraph 2. He said he would like to know what questions were asked relative to this paragraph. He said this is relative to job connected injuries:

".....Except as provided to the contrary by law, there shall be a rebuttable presumption that any respiratory disease, heart disease, or hypertension, resulting in total or partial disability to an employee, shall be presumed to have been suffered in the performance of his duties....."

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MR. FRIEDMAN said he wants a clarification on that.

MR. HEINZER said he can only guess at that, because it was not discussed.

MR. MORRIS said he can answer that one --- it is a State law and regulation, and was also in the previous contract.

MR. RUSSELL said when this says: "any respiratory disease" does it also apply to someone who smokes several packs of cigarettes a day and develops a respiratory disease as a result, is this also covered, regardless of how he got that way?

MRS. PONT-BRIANT said this paragraph was in the last contract and was new at that time and they had raised the question that a better physical exam was needed. However, it seems that most of these people are within the Fire Department and it is, as Mr. Morris said, a State Law which rather left us out on a limb, but they are giving stricter physicals through the Personnel Department for both Firemen and Policemen.

She said as far as tuition costs, the Firemen do not have full tuition costs in here --- it is strictly the Trustees and the Blue Cross -- she said it is wasted effort to debate them, because the same things apply to the Firemen that applies to the Policemen and the other one was approved, so it becomes a moot point at this stage.

MR. HEINZER MOVED THE QUESTION. Seconded and CARRIED.

MR. HEINZER said the motion now before us is to REJECT this contract on the basis of the make-up of the Trustees Board and also on the Blue Cross provisions for retired Firemen. He said the vote will be the same "NO" if you approve the contract and "YES" if you REJECT it, and it will also be by ROLL CALL VOTE.

THE PRESIDENT directed the Clerk to call the roll. The contract was APPROVED by the following ROLL CALL VOTE of 4 yes votes and 31 no votes:

THOSE VOTING TO REJECT THE CONTRACT:

KNAPP, Warren (D)
MORABITO, Joseph (D)
ROOS, John (R)
RUSSBACH, Daniel (R)

THOSE VOTING TO APPROVE THE CONTRACT:

BOCCUZZI, John (D)
BOCCUZZI, Theodore (D)
CAPORIZZO, William (R)
COLASSO, John (D)
CONNORS, George (D)
COSTELLO, Robert (D)
CROSBY, Robert (R)
DIXON, Hardy (D)
EMICIOS, Robert (R)
FORMAN, Barbara (R)
FLANAGAN, William (R)
FRIEDMAN, Bertram (R)
GAMEINO, Philip (D)
GURCIAN, Armen (D)
HEINZER, Charles (R)
KELLY, James (D)
KELLY, Stephen (D)

THOSE VOTING TO APPROVE CONTRACT:
(continued)

LAITMAN, Marilyn (D)
LENZ, Frederick (D)
LIVINGSTON, Jeremiah (D)
MILLER, Frederick (D)
MORRIS, Thomas (R)
PERILLO, Alfred (D)
PHILLIPS, Thomas (R)
PONT-BRIANT, Lois (R)
RUSSELL, George (R)
RYBNICK, Gerald (D)
SAINBURG, Richard (R)
SCOFIELD, Edward (R)
TRESSER, Michael (R)
WALSH, Peter (D)

(4) Collective Bargaining Contract Covering Two Years - Between the
STAMFORD BOARD OF EDUCATION and the STAMFORD EDUCATION ASSOCIATION -
(Contract signed on June 26, 1973) - (Teacher's Contract)

MR. THEODORE BOCCUZZI said he would like the record to indicate that he is abstaining from voting and discussion.

MR. HEINZER said he also wishes to abstain.

MR. HEINZER said he will however, give the Committee report. He said the Committee found the contract to be a good contract, but there was some confusion about the 6% when the rest of the City groups are getting 5%, but the 5% that the other City groups are getting was AFTER the increments were taken out --- they got their increments and the 5% above that. He said when the 6% that the School Board gave was divided up, the increments were taken out and it left approximately 3.2% for the raise, so their raises are considerably less than the other groups in the City.

However, he said, the Committee voted to REJECT the contract on one basis only --- on the cost of hiring of 36 additional Teacher's Aides, stipulated in the contract, because the Committee felt that it should have been an administrative decision and not part of a contract. He said the Committee REJECTS it on the basis of the cost of hiring the Teacher's Aides. He said the contract is now open for discussion.

MR. JOHN BOCCUZZI said he agrees with the Committee's statement in reference to the Teacher's Aides. He said he does not think that a contract based on salaries should come in with the asking of new personnel that are not at the same level of those in the contract under discussion. In other words, more teachers would be properly in the contract, but Teachers' Aides no, because they have a separate contract.

He said, as he recalls, they had something like 60 Aides in the Budget and then they re-allocated their Budget and took out 17 or 18 and still have quite a few Aides left in their Budget. He said if the Board of Education

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deems it necessary to increase their Aides for the coming school year, it should come in under a separate face letter and be discussed before the Fiscal Committee and then approved in this fashion, but it does not belong in a Teachers' contract, and new personnel should not be made a part of another contract. He said he has no objections to their professional salaries and medical exams. He said, however, he would like to ask about the Educational Development Counselor at \$1,500 plus what are the changes in the Coaches schedule that amount to \$10,000.

MRS. PONT-BRIANT said the Educational Counselor is a new one and you have to apply this to the old contract, this being an amendment to the old one which is on the first page. She said it is an Education Counsel, made up of some representatives of the Association, to come up with better teaching methods and a better educational program within the schools and they are forming a counsel of teachers and some administrative people to try to better teaching methods. She said the coaching refers to a change in the girls' sports being a change in the girls' sports comparable to what the boys have.

MR. FRIEDMAN said if the question was asked relative to the 36 Teacher's Aides, whether this contract authorizes the Board to immediately hire 36 additional Aides, or whether these Teacher's Aides are to be utilized only under the conditions of Article 15, paragraph A. He said there might be some misunderstanding about this.

MR. MORABITO said the Teacher's Aides are used in Kindergarten through Grade 4 - Elementary. He said the class size shall not exceed 25 pupils -- in other words, if there are more than 25 pupils, the teacher requires an Aide.

MR. FRIEDMAN said then in fact, all you are doing here is authorizing these Teacher's Aides, if necessary, so you are really not authorizing 36 new positions automatically. He said it looks to him as if there is some misunderstanding.

MR. JOHN BOCCUZZI said if you approve the contract, you are approving all of the provisions it contains and one of the provisions is 36 Teacher's Aides and that is why he said, if at a later date the Board of Education wants to implement a program where they have to hire more Aides, then they should come before the Fiscal Committee with that request. He said usually when you approve a contract, you agree to all of the stipulations contained in that contract and it has a \$ sign on it and says "36 additional Teacher's Aides" as required by contract, at \$3,634.44 or a grand total of \$130,840.00. He said his point is - how do they know how many classes are going to be over 25 and how do they come up with the number 36, and when they do know for sure, THEN they should come before this Board, going through all the proper channels - the Board of Finance, etc., then the Board of Representatives, in order to get the appropriation approved. He said by doing it this way you are giving blanket approval for the hiring of 36 Teacher's Aides. He said in their original budget, they deleted themselves some 17 Aides. He said he is definitely opposed to tying this provision into the contract, dealing with Teacher's salaries and should be an entirely separate appropriation and should be dealt with as such. He said he feels this contract should be rejected for this reason and leave it out of the contract.

MR. MILLER said he is sorry that we could not have had a Committee of the Whole meeting at which time we could have discussed it with members of the Board of Education. He said it is quite apparent that the teachers thought it would not be good working conditions to have classes which are too large,

and felt that when the classes get too large, then they need an Aide, and apparently in order to guarantee that certain teachers would not be overburdened, they felt it necessary to bargain for this provision in the contract. He said this results in a guarantee, and of course, it costs money. He said he does not think there is anything sneaky or illegal about having it in the contract.

MRS. LAITMAN said the Board should understand that no real classroom Aides were deleted - these are different Aides in the sense which appears to be implied.

MR. JOHN BOCCUZZI said he in no way intended his remarks to be misconstrued to appear as if the Board of Education cut out these Aides in their budget and are now attempting to get them back. He said he does not think the Teachers should be telling us that they won't work in a class of over 25 and when it is going to cost money, then this Board should have the last say as to whether or not we can afford it.

MRS. LAITMAN said she understands his point, but these Aides are very much a part of the whole teaching structure. She said it was her understanding that this was only to be if the classes went over 25.

MRS. PONT-BRIANT said in the new contract, it does not say how many Teacher's Aides should be hired. However, in the letter of transmittal with the contract, it stated there would be 36 additional Teacher's Aides and would be new positions. She said it is their feeling that there is separate contract for the Teacher's Aides and they are recognized Union and the Teacher's are also a recognized Union which is a separate one. She said if the Board of Education felt it necessary to put on 36 additional Teacher's Aides, they would have the right to do that and would then have to come before the appropriate Boards for money, but we do not feel that it should be a part of the TEACHER'S contract, telling us and the Board of Education what they have to do with their classrooms of 25. She said it should not be a contractual commitment.

MR. GUROIAN said he supports Mr. Boccuzzi's motion, because it looks to him as if new personnel is being introduced through the medium of this contract.

MR. FRIEDMAN said in the contract it specifies where additional Teacher's Aides are to be used and in the covering letter it gives you a breakdown of the cost where 36 additional Aides would be needed, but are not specifically asking for the money at this time. He said Mr. Boccuzzi's point is well taken, but they are still going to have to come back and ask for the money.

MR. BOCCUZZI said no --- if you agree to the contract as it now stands, you are also agreeing to having up to 36 Aides and you have no say. He said this is the point he is trying to get across - that it should be handled separately.

MR. RUSSBACH said under Article 8 on page 4, Section C at the bottom it says that the Board shall maintain all existing coverages with the addition of the Blue Cross full prescription drug rider for the 1973-74, 1974-75 contract years. HE MOVED this be DELETED from the contract. Seconded.

MR. ROOS said he approves what Mr. Russbach said. But, to get back to the Teachers Aides, he does not think that the teachers should be specifying just what should be done when the classes are over 25. He said he does not think

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they have the right to demand Teacher's Aides - that they are a different group and have their own contract and their own Union. He said the cost is prohibitive and we should not pass this contract as it now stands.

MR. EXNICIOS said what disturbs him in what is contained in the next sentence, after they say there shall be a Teacher's Aide when the class exceeds 25 it also goes on to say that the Board shall make every effort to extend this philosophy to Grades 5 and 6 which leads him to believe that the goal of 36 is only the start and it could become many, many more.

MR. MORRIS MOVED THE QUESTION. Seconded and CARRIED.

MR. MILLER asked what we are voting on.

THE PRESIDENT explained there will be a ROLL CALL VOTE on the motion to REJECT the contract for two reasons:

On Page 4, Article VIII:

"The Board shall maintain all existing coverages with the addition of the Blue Cross full prescription drug rider for the 1973-74, 1974-75 contract years."

Also on Page 4 - Article XV - WORKING CONDITIONS:

"A. CLASS SIZE - 5:

"In the case of grades K-4 the class size shall not exceed 25 pupils. In the case of kindergarten, this limit shall be per session. If the class size exceeds 25, the Board shall employ a Teacher-Aide. The Board shall make an effort to extend this philosophy to grades 5 and 6."

MR. HEINZER said if the contract comes back with only one of the above changes made, the Board cannot accept it.

THE PRESIDENT explained that a "NO" vote means you approve the contract and a "YES" vote means you REJECT the contract. He directed the Clerk to call the roll. The contract was REJECTED by a vote of 31 yes and 3 abstentions, as follows:

THOSE VOTING TO REJECT THE CONTRACT:

BOCCUZZI, John (D)
 CONNORS, George (D)
 COSTELLO, Robert (D)
 CROSBY, Robert (R)
 DIXON, Hardy (D)
 EXNICIOS, Robert (R)
 FORMAN, Barbara (R)
 FLANAGAN, William (R)
 FRIEDMAN, Bertram (R)
 GAMBINO, Philip (D)
 GUROIAN, Armen (D)
 KELLY, James (D)
 KELLY, Stephen (D)
 KNAPP, Warren (D)

ABSTENTIONS:

BOCCUZZI, Theodore (D)
 COIASSO, John (D)
 HEINZER, Charles (R)

THOSE VOTING TO REJECT THE CONTRACT: (Continued)

LAITMAN, Marilyn (D)
LENZ, Frederick (D)
LIVINGSTON, Jeremiah (D)
MILLER, Frederick (D)
MORABITO, Joseph (D)
MORRIS, Thomas (R)
PERILLO, Alfred (D)
PHILLIPS, Thomas (R)
PONT-BRIANT, Lois (R)
ROOS, John (R)
RUSSBACH, Daniel (R)
RUSSELL, George (R)
RYBNICK, Gerald (D)
SAINBURG, Richard (R)
SCOFIELD, Edward (R)
TRESSER, Michael (R)
WALSH, Peter (D)

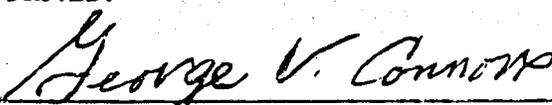
ADJOURNMENT:

There being no further business to come before the Board, on motion, duly seconded and CARRIED, the meeting was adjourned at 11:20 P.M.



Velma Farrell
Administrative Assistant
(Recording Secretary)

APPROVED:



George V. Connors, President
12th Board of Representatives

Note: The above meeting was broadcast
over Radio Station WSTC until
11 P.M.

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