

TOWN COUNCIL
Town of Trumbull
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TOWN HALL
Trumbull

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LEGISLATION & ADMINISTRATION COMMITTEE
NOVEMBER 14, 2013
MINUTES

The Chair called the meeting to order at 7:20 p.m. at the Town Hall. All present joined in the Pledge of Allegiance.

PRESENT: Suzanne Testani, Chairman, Jeff Jenkins and James Meisner Alternate.
ABSENT: Fred Palmieri, Jr., Kristy Waizenegger, Martha Jankovic-Mark, Chad Ciocci, Vice Chairman and Jeff Donofrio, Alternate.

ALSO PRESENT: Town Council Chairman Carl A. Massaro, Jr., Town Council member Vicki Tesoro and Labor Counsel Floyd Dugas.

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1. RESOLUTION TC24-165: Moved by Mr. Meisner, seconded by Mr. Jenkins.
BE IT RESOLVED, That funding for a labor agreement between the Town of Trumbull Board of Education and the Trumbull Educators Association (TEA) beginning July 1, 2014 and ending June 30, 2017 is hereby rejected.

Atty. Dugas stated the resolution should read as arbitration award and suggested replacing the phrase “a labor agreement” with “arbitration award”. If the award is rejected it would then be sent to a second arbitration panel.

Moved by Mr. Meisner, seconded by Mr. Jenkins to amend the resolution by striking the phrase *a labor agreement* and replacing it with *an arbitration award* to read as:
RESOLUTION TC24-165: BE IT RESOLVED, That funding for a ~~labor agreement~~ **an arbitration award** between the Town of Trumbull Board of Education and the Trumbull Educators Association (TEA) beginning July 1, 2014 and ending June 30, 2017 is hereby rejected.
VOTE: Motion CARRIED unanimously.

Atty. Dugas explained the process started in June 2013. Teachers’ contracts have a rigid timeframe and are forced to go into mediation and binding arbitration if not settled by a certain date. This went through mediation and reached an agreement on the second day of arbitration. The position of the CT State Dept. of Education is that if an agreement is reached after the arbitration hearing commences it has to come out as an award, which is why this is an arbitration award. The Town Council can only reject the award, not approve funding for a contract.

Atty. Dugas reviewed the attached Settlement Summary dated Oct. 1, 2013 with the committee. The agreed upon wage increases are as follows:

2014-2015	2.7% total increase in cost - including the step movement at 2.29%
2014-2016	2.9% total increase in cost - including the step movement at 2.19%
2014-2017	2.9% total increase in cost - including the step movement at 2.09%

Most of the cost of teacher contracts is in the step increases. When a person leaves or retires it will increase the step but lower the overall salary account. 45% of the teachers are at the top step. Teachers at the top step will get a 4% increase over the three (3) years of the contract. The teachers took a 0% increase in the last contract negotiation. Double 0% increases are not happening in other communities with the exception of the poorest communities.

The cost of the Coaching Stipend increase is not a large amount in comparison to the other costs of this agreement.

Atty. Dugas distributed the attached 2013-2014 Teacher Settlement Data sheet to the committee and explained that they closely monitor teacher settlements in the State. Last year a 3-year contract's all-in number was 8.5%. This year it is at 9.38%. This contract is 8.5%. This contract is below the average, overall almost a full point below the State average.

<u>State Average Including Step Movement</u>	<u>This Contract</u>
3.12%	2.7%
2.92%	2.9%
3.34%	2.9%

During the process they looked very carefully at teacher salaries of the surrounding areas. Trumbull pays teachers slightly above the average.

The teachers are currently in a PPO health insurance plan with \$25 office visit co-pays. Co pays and deductibles were increased (refer to the attached summary sheet for specific increases). Employee cost share has increased 1% per year from 17.5% to 20.5%. Insurance waiver reimbursement has been phased out. The BOE is now self-funded therefore insurance waivers would result in a loss for the BOE. They originally were looking to be able to reduce the amount but were able to phase out the waiver completely, resulting in an \$800,000 savings for the BOE. Employers are moving away from paying people for waiving insurance. The mindset is saving the 17-18% contribution is incentive enough. It was agreed upon that the parties would discuss the feasibility of an HSA plan (health savings account) in the future. The teachers looked at the HAS favorably but the business manager believed it would cost the BOE more than this agreement.

Atty. Dugas distributed and reviewed the attached Cost of the TEA Contract document with the committee. The total net cost reflected reduces the 2.7% wage increase in benefits and wages to a 1.5% total increase, almost a full percent reduction.

Also included in the contract is a Management Rights clause, inputting to the grade book portal requirement for grades 6-12, vacancies will be posted on the district's website and more time is provided for the union to file and process a grievance. The sabbatical leave has been deleted from the contract.

A typo was found on page 1 of the Settlement Summary under Stipends. The section that increases certain coaching positions category from 5-8 should read as "from 5-7".

Atty. Dugas stated this contract is lower than the state's teacher settlements average is on par with where they were last year and includes savings that will bring the numbers down to manageable

numbers. Overall this is a good resolution. If this were to go to a second arbitration panel they would not do better and are risk to not do as well.

Mr. Massaro explained a yes vote would reject the award while a no vote would accept the award.

VOTE: Motion FAILED as amended 0-3 (AGAINST: Testani, Meisner and Jenkins).

There being no further business to discuss the Legislation and Administration Committee adjourned at 7:58 p.m.

Respectfully Submitted,

Margaret D. Mastroni
Town Council Clerk