

MINUTES OF THE SPECIAL BOARD MEETING

JANUARY 21, 1997

24TH BOARD OF REPRESENTATIVES

STAMFORD, CONNECTICUT

The meeting was called to order by President Carmen Domonkos at 9:00 p.m., and President Domonkos stated: "I, Carmen L. Domonkos, President of the 24th Board of Representatives of the City of Stamford, Connecticut and pursuant to Section 2-10-4 of the Stamford Charter, hereby call a special meeting of said Board of Representatives for this evening to consider and act upon the arbitration award dated December 24, 1996 and received on December 27, 1996 between the Stamford Board of Education and the Stamford Education Association."

INVOCATION: The Invocation was given by Rep. Sherer.

"Dear Lord, thank you for the wisdom that you give us to enable us to make the proper decisions with regard to the issues at hand this evening, and thank you for giving us the ability to understand the complex way we are about to vote tonight. Thank you."

PLEDGE OF ALLEGIANCE TO THE FLAG: Led by President Carmen Domonkos.

ROLL CALL: Conducted by Clerk of the Board Annie M. Summerville

There were thirty-three (33) members present, seven (7) members, Reps. Sabia, Kuzlik, MacInnis, White, DePina, Davis and Alswanger absent.

MACHINE TEST VOTE: Conducted by President Carmen Domonkos

The machine was in good working order.

President Domonkos stated only one committee was on tonight's agenda.

PERSONNEL COMMITTEE - Randall Skigen, Chairman

Rep. Skigen reported that the Personnel Committee met on January 21, 1997 at 6:05 p.m. to discuss the arbitration award between the Board of Education and the Stamford Education Association. Present were Reps. Fedeli, Fortunato, Lasko, Loglisci, Zelinsky and Skigen. Also present were Reps. Drucker, Boccuzzi and Domonkos; Fay Ruotolo; Dr. Linda Hautala; Dr. Marc Peyser of the Board of Education; Mr. Domeika and Ms. Loftus from the Teachers' Union.

Rep. Skigen stated that the Personnel Committee reviewed all changes made to the prior contract with the Teachers' Union, which expires on June 30, 1997. This agreement was reached and stipulated to in arbitration between the Teachers' Union and the Board of Education on December 24, 1996 and it was sent to this Board on December 27, 1997. Rep. Skigen stated he would be open to answer any questions at the conclusion of his report.

Rep. Skigen noted that under the stipulated agreement the school year is being increased from 183 to 184 days in the 1997/98 school year and 185 in the 1998/99 school year. In 1997, there will be one additional instructional day, and in 1998 there will be an additional day for teacher development. Also there was a change to the grievance procedure whereby after a written grievance is received, the chair of the SEA grievance committee *may* refer it to the Board. The previous contract stated any grievances *shall* be referred to the Board of Education. It is hoped that this change will lead to significant savings in attorney's fees.

Rep. Skigen reported on the financial provisions of the contract: In 1997, the salaries will be increased by 1% plus a per diem of \$235 for the additional day, resulting in a 1.54% total increase; added to the step increases that teachers who are not at the top of the scale will receive, a total increase of 3.12% results. The total cost for Year 1 is \$1,866,581. In Year 2, there is a 1.2% increase, plus a per diem of \$187 for the teacher development day, resulting in a total increase of 1.63%; added to the step increase, a 3.16% increase results for those who are not at the top of the scale. In Year 3, there is a 1.3% increase at the top step. There are no increases to the other steps, however, those below the top step will be eligible for step increases, resulting in a 2.76% increase. Year 2 will cost \$1,948,158; Year 3 will cost \$1,755,997.

Rep. Skigen reported on the amendments to contract stipend amounts and to coaching contracts that the Board of Education enters into. The total cost of both the increases in the stipends and coaching contracts in year 1 is \$76,000; year 2, \$19,000; and year 3, \$17,000 for a total of \$112,000 increase in stipend and coaching increases. This should be added on to the total cost of the contract. There is one change in the coaching vacancies whereby head coaching positions shall be for a two year term (absent just cause for removal) and positions shall be posted at the end of such term. The current three-year contract allows for the coach to basically (absent just cause for removal) be guaranteed a renewal of the contract. At the end of this two-year term, coaches' names are pooled with all qualified candidates, and a determination will be made as to whether the coach should be reappointed or whether a new coach should be appointed.

Rep. Skigen thanked Ms. Ruotolo, Dr. Hautala and Dr. Peyser for the high level of communication regarding this contract.

Rep. Skigen moved, pursuant to Section 10-153F(c)(7) of the Conn. Gen. Stat. that "the Board of Representatives of the City of Stamford, as the legislative body for the City of Stamford, reject the contract between the Board of Education of the City of Stamford and the Stamford Education Association, as awarded by the arbitrators and received by the City on December 27, 1996."

Rep. Skigen reported that the Personnel Committee voted 0 in favor, 5 opposed and no abstentions. Mr. Zelinsky had to leave the meeting due to a business commitment, however, he did indicate that he would have voted in opposition as well.

Rep. Skigen explained that the Board had received an opinion from the Corporation Counsel's office indicating that the proper way to phrase the question is to move to reject the contract. The Committee voted 0-5-0 against rejecting the contract, in essence, therefore, the Committee voted for approval, although that was not the vote that was taken. Rep. Skigen urged the entire board to vote No on this motion.

President Domonkos stated that because the Board will be voting in a different manner than usual, she called for a machine vote. A yes vote means that the representative wishes to reject the contract; a no vote signifies that the representative does not wish to reject the contract and that he/she is willing to let the contract become binding on the City of Stamford and the Board of Education.

Rep. Skigen stated that pursuant to Conn. Gen. Stat. a two-thirds majority is required to reject the contract, or 24 votes.

The machine did not function, and as such, Rep. Ponzini made a motion to have a roll call vote.

Rep. Summerville conducted a roll call, and attached hereto and made a part hereof is the result of that roll call vote. The vote to *not* reject the contract resulted in 29 No votes, 3 yes votes and 1 abstention. Rep. Domonkos stated that the contract is not rejected, and thus approved.

Rep. Zelinsky requested that any business should be included in regularly-scheduled meetings. Rep. Zelinsky stated that he felt it was unfair to members of this body, who are not paid, to have to come out to special meetings. President Domonkos explained that we had a time limit of twenty-five days from the time of receipt in order to vote on the contract.

ADJOURNMENT

Upon motion duly made and seconded, the meeting was adjourned at 9:15 p.m.

Note: A tape of these proceedings is available in the Board of Representatives office.