

In the Matter of Binding Arbitration
between the
Stamford Education Association
and
Stamford Board of Education

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Post Hearing Arbitration Brief
of the
Stamford Education Association
December 3, 2009

Before: J. Larry Foy, Esq., Impartial Arbitrator
John M. Gesmonde, Esq., Association Advocate Arbitrator
John Romanow, Esq., Board Advocate Arbitrator

Hearing Dates: November 21, 2009
November 24, 2009

Submitted by:
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I. Introduction

The Stamford Education Association (hereinafter referred to as the “Association”) and the Stamford School District Board of Education (hereinafter referred to as the “Board”) are parties to a collective bargaining agreement dated July 1, 2007, to June 30, 2010. Per its statutory requirement, the parties commenced negotiations for a successor agreement on August 3, 2009. During the period of negotiation and mediation, the parties were unable to reach agreement on nineteen of their issues.

The unresolved issues were brought forth to the arbitration panel on November 21, 2009 and November 24, 2009. Each party offered evidence and testimony in support of its position on each issue. The hearing concluded after each party submitted its final Last Best Offers. Further agreement provided that post-hearing briefs would be allowed. Members of the panel must receive them via email on Thursday, December 3, 2009, and via overnight delivery the next day.

II. Issues in Dispute and Last Best Offers of the Association

There are nineteen issues to be decided by the arbitration panel. The issues in dispute and the Association's Last Best Offers are:

ISSUE #	ARTICLE	ASSOCIATION'S LBO
1	Article 3(J), SEA President's release	The president of the SEA may elect to be on special assignment with pay and benefits maintained concurrent with the president's term of office. However, said time off shall be at least a period of a school year so that the educational process is not interfered with. Upon conclusion of said special assignment, he/she shall be entitled to re-employment in the position he/she left, if available or in a comparable position for which he/she is certified. The SEA will reimburse the Board thirty-five percent (35%) of the president's salary during the special assignment period.
2	Article 4(C)(f), definition of doctorate	A doctor's degree earned at an accredited college or university and in a relevant subject area. <i>A juris doctorate (J.D.) will not count as a doctorate for salary placement. Unit members with a J.D. who are currently on the doctorate step shall remain so. Current unit members who are enrolled in a J.D. program as of September 1, 2009, shall be placed at the doctorate step upon completion of their program provided said program is completed before September 1, 2011.</i>
7	Article 9(B), Work Year	The work year for unit members shall be 186 days. In addition, new unit members shall be required to attend up to three (3) days of orientation.
8	Article 9(E)(2)(d), Unit Member Assignment	The Board may assign unit members in certain assignments to begin and end their working day at different times, provided that the unit member agrees, and also provided that the overall length of the unit member's day shall not exceed the working day of regular classroom unit members in the same school.
9	Article 9(L), Assignment of Special Needs Students	<u><i>All students who qualify under state and/or federal law for an IEP or 504 identification and do not meet the definition of an "included student" as stated above shall be 'weighted' on a 1.5 for one ratio in determining class size maximums at all levels.</i></u>
10	Article 9(O) (new), Changes in Work Rules	No such provision.

13	Article 16(G), Elementary Unassigned Time	Elementary unit members shall be given daily unassigned time with a minimum of 200 240 minutes of unassigned time per week and at least thirty (30) forty (40) consecutive minutes unassigned time per day.
15	Article 18(A), Promotions	All openings for permanent positions covered by the Administrative Unit contract of the Board, and positions paying a salary differential shall be publicized in every school and shall be posted on school bulletin boards as far in advance as possible and ordinarily at least thirty (30) fifteen (15) days in advance. Bargaining unit positions not paying a differential shall be posted as above for a minimum of fourteen (14) ten (10) days. A job description or statement of qualifications posted in each school and promotional procedures shall be followed.
16	Article 19(A), first paragraph and paragraph 1, Retirement Benefit	A. During the life of this contract, any unit member <i>hired prior to July 1, 2010</i> whose age and years of teaching total at least 70, but who in no event shall be less than 45 years of age, and who has been employed by the Board for at least 15 years may elect to retire early under the following conditions: <ol style="list-style-type: none"> (1) Said unit member must notify the Personnel Office of the Board of the intention to retire early on or before January 15th of the school year preceding the school year of retirement.
17	Article 19(D)(2), Retirement Health Benefit	<ol style="list-style-type: none"> (2) Unit members who <i>qualify for and</i> elect early retirement <i>pursuant to this Article</i> shall have 50% of the medical insurance continuation due under Article 6 of this agreement paid on their behalf for the first three (3) consecutive years of their retirement.
20	Article 33, Duration	The provisions of this Agreement shall be effective as of July 1, 2007 2010 and shall continue in full force and effect without change, except as provided herein, to and including June 30, 2010 2012 .
21	Article 36(D) (new), Waiver of Contract Provisions	No such provision
23	Appendix A (2010-11):	To construct the salary schedule for 2010-2011, each step of the 2009-2010 salary schedule shall be increased by 1.5%. (See attached adjusted salary schedule.)
24	Appendix A (2010-2011) (step movement):	In each year, teachers not on maximum (who have worked at least one-half of the work days in the previous school year) shall be advanced one step on the salary schedule. See also Article 4, Section C, Salary Classification, and Section D, Placement.
25	Appendix A (2011-2012)	To construct the salary schedule for 2011-2012, the maximum step in each lane of the 2010-2011 salary schedule shall be increased by 2.5%.

27	Appendix A (2012-2013) (conditional):	To construct the salary schedule for 2012-2013, each step of the 2011-2012 salary schedule shall be increased by 2%.
30	Appendix B (2010-2011) Stipend GWI	To construct Appendix B for 2010-2011, each stipend amount in Appendix B from 2009-2010 shall be increased by 1%. (See attached adjusted stipend schedule.)
31	Appendix B (2011-2012) Stipend GWI	To construct Appendix B for 2011-2012, each stipend amount in Appendix B from 2010-2011 shall be increased by 2%.
32	Appendix B (2012-2013) Stipend GWI (Conditional):	To construct Appendix B for 2012-2013, each stipend amount in Appendix B from 2011-2012 shall be increased by 2%.

III. Statutory Criteria

A. **The public interest and the financial capability of the school district, including consideration of other demands on the financial capability of the town or towns in the school district. In assessing the financial capability of the town or towns, there shall be an irrefutable presumption that a budget reserve of five percent or less is not available for payment of the cost of any item subject to arbitration under this chapter.**

1. **The Public Interest**

The Association asserts that the public interest is best served by maintaining a stable, effective public education system that supports the students in the city and is attractive to prospective homeowners, employers and employees. Through evidence and testimony, the Association has demonstrated that its Last Best Offers are in the public interest.

“I want to thank you for the incredible hard work and dedication it took to achieve these results. We can celebrate...”

*– SPS Superintendent Dr. Joshua Starr, August 26, 2009
(Association Exhibit #4-29)*

“We don’t need to make major changes. Our growth over the past four years shows we are on a good path.”

*– SPS Superintendent Dr. Joshua Starr, September 2, 2009
(Board Exhibit 308)*

The contrast between these statements and Superintendent Starr’s testimony of November 21 is startling. In three months the Superintendent’s attitude changed from a celebration where “we are on a good path” to all out panic in the quest for flexibility. The Board’s offers, if awarded, would have a devastating impact on the collective bargaining process. The list below is just a sample of contractual articles that would be subject to constant midstream negotiations if the Board were to have its way:

- Class size
- School year
- After School meetings
- Teacher lunch periods
- Length of work day
- Gas allowance for traveling teachers
- Transporting students

- Mainstreaming of special needs students
- Assignment of teachers
- Notification of teaching assignment
- Unassigned time for teachers
- Filling of vacant positions
- Voluntary transfer of unit members
- Involuntary transfer of unit members

The very purpose of the Teacher Negotiation Act is to establish a timeline so that negotiations can occur in a predictable manner with a finite ending date. An award on the Board's offers would severely undermine the Teacher Negotiation Act and result in confusion, chaos and an expensive system of constant midstream negotiations. As the Board is proposing the vast majority of changes to the collective bargaining agreement, the burden of proof is squarely on the Board to demonstrate that such proposals are desirable and within the public interest.

Through testimony and evidence the Board has failed to establish such proof in any way, shape, or form.

Superintendent Starr's only rationale for the Board's offers is a need for flexibility and innovation. He implied that the Association has done everything in its power to prevent innovation and flexibility and that without the Association, Stamford would be able to break through the barriers of No Child Left Behind and student achievement would soar. The Board, though, failed to make that case. The Board offered no evidence to support the contention that the Association was in any way a barrier to student achievement or that flexibility and innovation would improve student achievement. Worse yet, the Board failed to demonstrate that its Last Best Offers were in the public interest.

There simply is no evidence on record that shows that innovation and flexibility result in improved student achievement or benefit students in any way. Superintendent Starr offered testimony about an unnamed study that ranked Connecticut among the lowest states for

innovation. In support of his statement, he claimed that Louisiana and Texas both scored higher than Connecticut. In response, the Association poses the following questions: What specific study was he referring to? What defines innovative? Is it really in the public interest to emulate states such as Louisiana and Texas? In almost any study of student performance, Connecticut students rank near the top while those from Louisiana and Texas rank near the bottom.

Superintendent Starr speaks of collaboration on one hand, yet during his testimony he wants to “increase managerial authority.” In other words, if collaboration does not give him the decision he wants, he will then just change the rules. The evidence clearly shows that the Association has worked with the Board to resolve many issues through collaboration and innovation rather than simply blocking initiatives or filing grievances. The evidence and testimony clearly show that the Last Best Offers of the Association are in the public interest.

2. The Financial Capability of the School District

The Board presented considerable evidence and testimony regarding the state and national recession. The Board, however, failed to adequately demonstrate how these factors impaired the city's ability to pay. In spite of the economic downturn, Stamford has maintained its financial stability and expanded its tax base. Stamford is in an enviable financial position and has weathered out the current recession and maintained its strength. The evidence presented by the Association irrefutably demonstrates that Stamford is in a strong financial position and has the capability of meeting the modest Last Best Offers of the Association.

Stamford is the largest financial and commercial center in Connecticut. It ranks within the top 10% nationally in locations for corporate headquarters. (Association Exhibit # 5-78) Stamford houses the headquarters of Pitney Bowes, Inc., UBS, GE Commercial Finance, General Cologne Re Corporation, Omega Engineering, United Distillers and Vinters, Circom/ACMI and Conair. Additional major employers include Royal Bank of Scotland, Purdue Pharma, Bank of Ireland, Titan Sports WWE, AC Nielsen, and Thompson Corporation. (Association Exhibit # 5-35, 5-36)

Stamford Town Center has over 1,000,000 square feet of retail space. Downtown Stamford has 10 million square feet of Class A office space. (Association exhibit # 5-23) Even during the economic slowdown, Stamford continued to see major new retail projects advance and vacancy rates continued to reflect normal turnover within the industry. (Association Exhibit # 5-78) The Mill River Corridor is being redeveloped with tax increment financing (TIF), where fifty percent of new taxes are dedicated for reinvestment in the project. The corridor currently houses over a million square feet of office space for the RBS headquarters. (Association Exhibit #5-24) The Mill River Park is expected to “stimulate more new tax revenues than the city will ultimately

invest in its construction.” (Association Exhibit #5-25) The Harbor Point Project will include 6 million square feet of development and is creating 9,598 new construction jobs and 2,538 permanent jobs. The Project will generate, “an average of \$52 million per year in property taxes, \$44 million in fees, and \$162 million in personal property, automobile, and conveyance taxes over 30 years.” (Association Exhibit #5-25) Just recently, Starwood Hotels announced that it would be moving 800 employees to 250,000 square feet of office space in Harbor Point. (Association Exhibit # 5-143)

Major current retail and commercial projects include:

- RBS facility brings nearly 2000 jobs to Stamford, expected to increase to 3000 jobs (Association Exhibit # 5-25)
- W&M Properties to build 325,000 square-foot office building at Metro Center (Association Exhibit # 5-78)
- Harbor Point to build two office buildings totaling 300,000 square feet (Association Exhibit # 5-25)
- Mill River Project houses 1,077,657 square foot RBS headquarters (Association Exhibit # 5-24)
- Aston Martin dealership and repair facility to open in Shippan, Summer 2010 (Association Exhibit # 5-44)
- Starwood Hotels to move 800 jobs to Harbor Point, 2012 (Association Exhibit # 5-141)

Major current residential projects include:

- Trump Parc Tower, 170 luxury condominium units, \$682,000 to \$1 million per unit (Association Exhibit 5-117)
- River Oaks, 60 units from \$1.6 million to \$1.8 million per unit (Association Exhibit #5-120)
- City Place Condominiums, 100 units, “high end” pricing (Association exhibit #5-127)
- Highgrove, 84 units (Association Exhibit #5-24)
- Harbor Point, 336 residential units (Association Exhibit #5-24)

Stamford has shown that in spite of the “worst recession since the Great Depression” (Testimony of Attorney Mooney) it still has the ability to sustain its economic growth. Reflecting its

financial strength, Stamford’s wealth ranking as determined by the adjusted equalized net grand list per capita (AENGLC) has steadily increased in recent years. (Association Exhibit # 5-52)

Year ending June 1	AENGLG	AENGLC Rank	Difference over previous year	% growth over previous year
2010	\$127,641.59	24	\$12,790.09	11.14
2009	\$114,851.50	26	\$9,034.65	8.54
2008	\$105,817.04	24	\$11,398.82	12.07
2007	\$94,418.22	24	\$9,259.96	10.87
2006	\$85,158.26	25	\$6,507.56	8.27

In 2009, Stamford was named the 4th Best Place to Live in Connecticut for cities over 50,000 residents by *Connecticut* magazine. (Association Exhibit #5-93) Stamford was the only city with a population over 100,000 to make the top ten. Stamford’s economic outlook was ranked third in the group. In citing economic outlook, *Connecticut* magazine referenced Stamford’s strength in the “Public Investment Community” (PIC) index. The PIC index is a list of all cities and towns in Connecticut, compiled by the state Office of Policy and Management. It is used to measure the wealth of each town in order to determine which towns are eligible for a variety of state assistance programs. The criteria for the PIC index are:

- Per capita income
- AENGLC
- Equalized mill rate
- Per capita aid to children receiving Temporary Family Assistance Program benefits, and
- Unemployment rate. (Association Exhibit #5-94)

The towns are then ranked from 1 to 169, with 1 being the least wealthy town and 169 being the wealthiest town. Stamford is ranked 141, among the wealthiest in the state. Stamford is the only city in Connecticut with a population over 100,000 ranked higher than 5. (Association Exhibit #5-100) This objective evidence clearly demonstrates that Stamford is by any measure a wealthy city and has the financial capability to pay for the Last Best Offers of the Association.

The testimony of Peter Privitera, the Director of the Office of Policy and Management, confirms that Stamford has maintained its strong financial position and that position will only improve through the term of this collective bargaining agreement. Already the city is starting to see an increase in the value of building permits. (Testimony of Peter Privitera)

Director Privitera testified to a loss of investment income in the budget ending June 30, 2009. For the current year, the Dow Jones Index has surpassed 10,000 (Association Exhibit # 9-103), the Standard & Poor 500 rose by 64% to close on a 13-month high (Association Exhibit #9-139) and the United States economy is now expected to grow 2.5 percent in 2010, revised up from 0.9 percent (Association Exhibit #9-136). Additionally, the draft of the 2009 Comprehensive Annual Financial Report shows that actual income from investments and dividends was \$586,000 *more* than what was budgeted. (Association exhibit #5-81) If the parties were negotiating for last year's collective bargaining agreement, Director Privitera's concerns might be valid. However, that is not the case; we are negotiating for the fiscal year starting July 1, 2010. All indications point to investment income increasing for the current fiscal year and the years immediately following.

Another area of concern Director Privitera testified to was a decrease in conveyance fees. As he testified, these fees are paid to the city when real property changes hands. He was questioned by the panel about the high number of building permits issued in Stamford, the highest of any city or town in Connecticut, and the impact on conveyance fees. Director Privitera was unable to account for the discrepancy between the large number of permits and the reduction in fees collected. The 2008-2009 budget (Board Exhibit # 281) reflects the state of the housing market in the fiscal year ending June 30, 2009. Indeed, there is no argument from the Association that 2008-2009 was a difficult year for the housing market, which would have a

negative impact on conveyance fees. However, since the 2010 budget had been adopted there has been a tremendous rebound in the housing market. As early as July, 2009 there were signs that the housing market was moving forward. (Association Exhibit #9-55) This growth in the housing market was confirmed in September. (Association Exhibit #9-68) In November, spurred on by the \$8,000 tax credit that was part of the federal stimulus package and extended another six months, sales of existing homes rose by over 10% from the previous month. (Association Exhibit #9-143) This increase in home sales will positively impact the amount of conveyance fees collected by the city.

Director Privitera was questioned about the level of unemployment in the city. He stated that the level had doubled. Indeed, the unemployment rate has increased dramatically in recent months. Stamford, though, seems to have fared far better than the state, county, and metropolitan region. Stamford's unemployment rate has been lower than each of these groups since January, 2008. For all of 2008, Stamford's unemployment rate was 4.7% making it 1.0% lower than Connecticut's; 0.5% lower than Fairfield County's; and 0.6% lower than the Bridgeport-Norwalk-Stamford region overall. In September, 2009, the most recent figures available, Stamford's unemployment rate was 0.8% lower than Connecticut; 0.4% lower than Fairfield County; and 0.5% lower than the Bridgeport-Norwalk-Stamford region overall. Stamford has weathered out the temporary downturn in the economic cycle in better shape than the state and its neighboring towns.

The Board failed to present any evidence or testimony that its property tax collection rate was in decline. In fact, the evidence shows that the tax collection rate remains strong, topping 98% for the seventh consecutive year, and increased to 98.5% in 2009, the highest level in three years. (Board Exhibit CD-ROHM, July 28, 2009 Bond Statement, page 48) In addition, as the

following chart shows, since 2005, revenues from property taxes, interest, liens and contingency have consistently come in at a higher rate than budgeted. (Association exhibits #5-81, 5-83, 5-85, 5-87, 5-89, 5-91)

Budget Year Ending June 30	Final Budget Amount	Actual Budgetary Basis	Variance
2009	\$383,454,336	\$386,679,253	\$3,224,917
2008	\$356,080,878	\$360,287,944	\$4,207,066
2007	\$337,859,006	\$342,983,578	\$5,124,572
2006	\$323,969,694	\$326,984,784	\$3,015,090
2005	\$315,258,933	\$316,423,149	\$1,164,216

In 2008, total revenues collected from the city exceeded budgeted revenues by \$12.3 million. (Association Exhibit # 5-48) The city of Stamford creates its budgets using very conservative estimates of revenues that enable it to maintain its strong financial position even during challenging economic times.

Director Privitera expressed concerns that the city's fund balances were lower than they should be and that there was a possibility that the low level of fund balance could negatively impact the city's credit rating. For the fiscal year ending 2009, Stamford had an undesignated, unreserved fund balance of \$11,414,206, or 2.6% of General Fund expenditures; up from \$5,385,316 or 1.9% the previous year. (Association Exhibit 5-60A, 5-48) The Association admits that under the Teacher Negotiation Act these reserve funds do not meet the 5% threshold. Under Stamford's City Charter, however, this threshold will never be met. The Charter limits this fund to no more than 5%. (Association Exhibit #5-72) Until 2005, the city was not allowed to maintain an undesignated fund balance at all. Any surplus from one year's budget would be moved over to the following year's General Fund. The fund balance was being used to keep the tax rate artificially low. Currently only 75% of any year's surplus may be directed to the

“Rainy Day” fund. (Association Exhibit #5-60) It is strong testimony to the city’s managers that the fund balance has grown from nothing to its current level in less than five years. The city obviously does not share Director Privitera’s concern about the unreserved, undesignated fund balance and has done everything in its power to keep that balance as low as possible. It is rather disingenuous for the city to cite the fund balance as evidence of its inability to pay.

Both Superintendent Starr and Director Privitera offered testimony regarding concessions from other bargaining units in Stamford. The issue of concessions has no impact whatsoever on the immediate dispute before the panel. The collective bargaining agreement in question is set to go into effect on July 1, 2010, well after any concessions would have expired. This panel is under the legal obligation to make awards on the Last Best Offers of each party, issue by issue, based upon the statutory criteria established under the Teacher Negotiation Act. Whether a bargaining unit agreed to concessions, or any other pressure to reopen negotiations, is not addressed in any of the statutory criteria.

Superintendent Starr testified that he approached the Association about concessions, yet never offered any evidence or testimony about the specific nature of any such concessions. In spite of the Association’s refusal to abrogate its statutory obligation under the Teacher Negotiation Act, the city of Stamford was able to finish the year with a surplus of \$1.3 million. (Association Exhibit #5-45) In addition, the city agreed to a 2% general wage increase, effective July 1, 2010, for each of its bargaining units. (Association exhibits 9-1 to 9-23) If the City of Stamford has the capability to pay for 2% wage increases for each of its bargaining units, it certainly has the capability to pay for Last Best Offer of the Association.

There is additional evidence that in asking for concessions the city made exaggerated claims regarding its financial capability. On August 31, 2009, the Stamford Police Association

filed a complaint with the Connecticut State Board of Labor Relations of an unfair labor practice, specifically, negotiating in bad faith. (Association Exhibit # 9-12) The city informed the Stamford Police Association that unless it agreed to concessions, the city would be forced to lay off police officers. As a result, the union agreed to a concession package, including the elimination of personal days for the year. (Association Exhibit #9-7) In spite of the dire financial situation described by the city, the city managed to hire two additional police officers. The complaint alleged that the city “manufactured” a layoff scenario in order to coerce the Stamford Police Association to agree to concessions. The case was resolved when the city agreed to reinstate one of the personal days to each unit member and the union withdrew the complaint with prejudice. The resolution of this claim of unfair labor practice demonstrates that the claims of the city were greatly exaggerated.

Perhaps the most objective method of determining a municipality’s ability to pay is how it is rated by the various bond agencies. After all, the ratings indicate a municipality’s ability to pay back its investors. The draft of the 2009 Comprehensive Annual Financial Report unequivocally states that, “The City’s credit rating is an objective, independent assessment of the City’s credit worthiness and financial management.” (Association Exhibit # 5-77) The rating agencies base their ratings on the following factors, all related directly to ability to pay:

Economic factors	Wealth levels Tax base Employment
Financial factors	Financial reserves Contingent obligations Operating results
Administrative factors	Experience of management Track record of management team
Debt factors	Debt as % of full value Per capita debt Debt service as % of budget

(Association Exhibit 8-9)

Stamford is in elite company as one of only twelve cities or towns in the state of Connecticut with a Aaa bond rating from Moody’s investment services. (Association Exhibit #8-28)

Aaa TOWNS
AVON
DARIEN
FAIRFIELD
GREENWICH
NEW CANAAN
NORWALK
RIDGEFIELD
STAMFORD
WEST HARTFORD
WESTON
WESTPORT
WILTON

Currently, Stamford is the only Connecticut city with a population over 100,000 that can boast of a Aaa rating from Moody’s. (Association Exhibit 5-77) It is also one of only eighty-three local governments to carry a AAA rating from Standard & Poor’s. (Association Exhibit # 5-70)

Within this elite group, Stamford is well positioned to shelter its residents from the burdens of property taxes. 27.2% of Stamford’s Grand List Assessment is commercial, industrial or public utility; the average for Aaa rated towns is 12.0%. (Association Exhibit #8-32)

Stamford’s equalized mill rate is 9.49%; the fifth lowest of Aaa rated towns and well below the average of 10.9%. The average median residential sales price for this group is \$855,267; Stamford’s is \$615,000. If Stamford were in a position where it would have to raise taxes slightly to meet its financial obligations the impact on residents would be comparatively less than in the comparison group.

In its May 22, 2008 report, Moody's Investors Service assigned Stamford its Aaa rating, stating:

The stable outlook reflects Moody's belief that Stamford will maintain its sound financial position, benefit from continued growth in the city's large and diverse tax base, and maintain a manageable debt position. (Association Exhibit # 5-103)

On April 16, 2009, at the height of the recession, Moody's reaffirmed Stamford's Aaa rating, again stating:

This stable outlook reflects Moody's belief that Stamford will maintain its sound financial position, benefit from the city's large and diverse tax base, and maintain a manageable debt position. (Association Exhibit # 5-102)

In other words, Moody's did not see the impact of the recession negatively affecting Stamford's ability to pay. In assigning Stamford its highest rating, Moody's cites the following factors:

- Affluent large equalized net grand list
- Concentration of corporate headquarters
- Low debt position
- The city's pensions have historically been over-funded
- A noteworthy project currently under construction is the Antares Harbor Point Project, which is expected to contribute to growth over the next 10 years
- An affluent residential tax base (Association Exhibit # 5-102)

Stamford's sound fiscal management has allowed the city to flourish even during temporary lulls in the economic cycle.

Both parties to this arbitration offer compelling evidence that the duration of this collective bargaining agreement should be two years, rather than the more customary three years. Given the fact that Stamford has agreed to one or two year contracts with each of its other bargaining units (which will be discussed in further depth in Section C.), one must question the motivations behind such a bias for a three year contract with the Association. The only logical conclusion is that a three year contract is a contrivance in support of the Board's position for a "hard freeze" in year one. A third year will allow the panel an additional opportunity to mitigate

an award of zero. This panel cannot fall for such a ploy. A one year duration, decided by an arbitration panel, would be expensive and time consuming. Most likely, the parties would find themselves in the same juncture next year. A two year duration offers a clearer picture of the state and national economies and allows for a financial settlement that is more beneficial to each party. By insisting on a three year duration, the Board is stating that it has the financial capability to pay for a reasonable GWI in the third year. In the event the panel awards the Board a three year duration it must concur that the Association's offer in year three is within the financial capability of the city.

B. The negotiations between the parties prior to arbitration including the offers and range of discussion of the issues.

Prior to the start of negotiations the parties had informal discussions through their respective agents, Attorney Thomas B. Mooney for the Board and Tom Kennedy, CEA UniServ Representative, for the Association, to set up a schedule for negotiations sessions and the exchange of proposals and to initially discuss ground rules. The parties did not agree to ground rules until the final formal negotiations session. The first session was scheduled for August 30, 2009 with subsequent sessions scheduled for September 10, 2009, September 24, 2009 and October 1, 2009. All sessions were held at the Board of Education offices. The parties agreed to an initial exchange of proposals via email on August 27, 2009 and that additional proposals could be added up to and including the second bargaining session (September 10, 2009). The Board's proposals included 36 separate issues, including a first year salary offer of a "hard freeze" – 0% GWI with no step movement. The Association's initial proposal included 10 issues and included no offer on wages. The Board subsequently added one additional proposal and the Association three language proposals and its salary proposal.

During the course of negotiations, the parties agreed to and signed two tentative agreements which are included in the package of agreed upon language, both based upon Board proposals. The Association offered several counter proposals (Association Exhibits # 4-12 to 4-19) at the second negotiations session. Of these, two were signed as tentative agreements and one was stipulated in the agreed upon language document. At the final negotiations session the Board offered three counter proposals, one of which was stipulated in the agreed upon language document.

After the preliminary arbitration hearing, the parties reached agreement on several issues related to insurance.

	Current	Stipulated
Office Visit/Specialist Copay	\$15	\$20
Urgent Care	\$10	\$30
Emergency Room	\$50	\$100
In Patient Hospital	\$100	\$150
Out Patient Hospital	\$0	\$50
Out of Network Deductible	300/600/800	500/1000/1200
Out of Network Maximum	1600/2600/3300	1800/3200/4000
Prescription	10/20/30	10/25/40
Mail Order	1.5X for 90 day supply of generic or brand	1.5X for 90 day supply
Premium Share	16	16 in year 1 17 in year 2 18 in year 3 (conditional)

Prior to the end of the hearing, the parties reached agreement on issues 11, 12, 22, 26 and 28.

The Association withdrew issues 14, 29A, 29B and 29C. The Board withdrew issues 18 and 19.

During the course of discussion, the Board stated that its priorities were the proposals that concerned Articles 9 and 16 in the collective bargaining agreement in response to pressures due to the district's status under No Child Left Behind. Aside from this statement, the Board made no movement on these issues during negotiations. In fact, the Superintendent, who testified to the importance of these issues and how they would positively impact student achievement, never attended a single negotiations session.

The current collective bargaining agreement went into effect on July 1, 2007. For the 2007-2008 school year, 15 Stamford schools and the district itself were identified as being "in need of improvement." (Association Exhibits 15-2, 15-10, 15-16) There was never any secret that the Board would have to take certain measures to assure student progress. Nor was there any secret that the Board would be negotiating a new contract with the teachers beginning August 3,

2009. Superintendent Starr had three years to create a workable proposal for school reform and bring it to the bargaining table for this current round of negotiations. He failed to do so. If these proposals were so important to the Board, then why was the Superintendent not present? He could not justify his proposals at the bargaining table. He could not modify his proposals. Only at the last minute, when the Board submitted its final Last Best Offers, was there any significant movement on the part of the Board. Superintendent Starr has shown contempt and disdain for the negotiations process. This panel cannot reward such disdain.

C. The interests and welfare of the employee group.
The existing conditions of employment of the employee group and those of similar groups.

The 2009-10 teaching staff consists of 1380.2 full time equivalent (FTE) teachers. The total cost of the salary schedule is \$108,484,593. Of the 1380.2 FTEs, 574.9 are on the maximum step; 805.3 are “on step.” Almost 42% of teachers are on the maximum step, and 58% of teachers would be eligible to move a step. (Assoc. Ex. #3-2) The cost of step movement for the 2010-11 school year is \$2,264,855, or 2.09% over the cost of the current year. The Association’s offers recognize that members moving on steps need the certainty and predictability of yearly step movement in order to attain the career earnings at the top of the schedule that they have been promised. Those who are already at the top of the schedule need a general wage increase (GWI) that keeps up with inflation in order to maintain their current earning power.

The Association’s modest offer in the first year of the contract provides for step movement and a reasonable GWI of 1.5% thus meeting the interest and welfare of the bargaining unit and staying within the financial capability of the district. The parties have stipulated changes in insurance coverage that will have a negative impact on the “take home” earnings of unit members. Premium shares will remain at the current level of 16%, but the actual cost of the premium will rise by 5-12%. Additionally, copays have increased. Office copays have increased by 1/3, the urgent care copay has tripled, emergency room copays have doubled, and prescription copays for brand named drugs have increased significantly. If the Board’s Last Best Offers on issues 23 and 24 are awarded then members will take home less money next year than they are this year.

In year two, the parties have stipulated that unit members who are eligible for step movement shall be advanced one step on the salary schedule. The cost for this step is 1.9% if

step movement is awarded in year one, or 2.09% if no step is awarded in year one. The Association's offer in year two of the contract is for unit members who are on the maximum step in each lane to receive a GWI of 2.5%, for a cost of 1.3%. The Board offers a GWI on all steps of 0.75%. Those unit members who are advancing on step will be receiving average salary increases of about 4%. The Association's offer provides a GWI to those who are not eligible to move on steps. Combined with the stipulated agreement on step movement, it assures that all unit members will receive a reasonable wage increase at a reasonable cost to the Board.

For comparison, the Board used cities and towns located in Fairfield County and the Association used Connecticut cities and towns with Aaa bond ratings.

Stamford's Comparative 2009-2010 Salary Rankings				
	Fairfield County		Aaa Rated Towns	
	Rank	Ex #	Rank	Ex #
BA Minimum	3/25	Bd. CD	2/12	8-39
MA Maximum	10/25	Bd. CD	8/12	8-43
6 th Year Maximum	8/25	Bd. CD	8/12	8-47

Stamford's salary rankings are considerably higher at the starting levels than at the maximum, further strengthening the Association's offer in year two. The attached chart shows Fairfield County salaries for 2009-2010 and 2010-2011. If Stamford is awarded the Board's Last best offer on GWI in the first year of the contract, Stamford will slip from third to seventh at the BA minimum; tenth to eleventh at MA maximum; and eighth to tenth at 6th Year maximum.

Stamford will start to lose new and experienced teachers to surrounding towns such as Norwalk, Shelton and Fairfield.

Fairfield County Salary Ranks and Amount												
TOWN	BA Min & County Rank 2009-10		BA Min & County Rank 2010-11		MA Max & County Rank 2009-10		MA Max & County Rank 2010-11		6th Year Max & County Rank 2009-10		6th Year Max & County Rank 2010-11	
GREENWICH	\$48,776	1	\$49,951	1	\$94,146	1	\$96,970	1	\$102,606	1	\$105,684	1
WILTON	\$45,999	8	\$46,510	12	\$87,661	7	\$89,414	7	\$100,262	2	\$102,267	2
NEW CANAAN*	\$46,084	7	\$47,006	9	\$92,070	3	\$93,911	3	\$98,167	3	\$100,130	3
WESTPORT*	\$46,092	6	\$47,014	8	\$89,892	4	\$91,690	4	\$96,612	5	\$98,544	4
DARIEN	\$44,685	18	\$45,168	18	\$93,186	2	\$95,516	2	\$96,028	6	\$98,429	5
WESTON	\$46,939	5	\$47,760	3	\$89,596	5	\$91,164	5	\$96,669	4	\$98,361	6
TRUMBULL	\$45,820	10	\$47,310	5	\$87,264	8	\$90,100	6	\$94,694	9	\$97,772	7
REGION 09	\$47,644	2	\$49,026	2	\$86,840	9	\$89,358	8	\$94,184	10	\$96,915	8
FAIRFIELD*	\$44,528	19	\$44,528	19	\$88,163	6	\$88,163	9	\$95,733	7	\$95,733	9
STAMFORD**	\$47,264	3	\$47,264	7	\$85,327	10	\$85,327	11	\$95,256	8	\$95,256	10
RIDGEFIELD*	\$45,710	12	\$46,167	14	\$81,226	19	\$82,038	18	\$91,460	12	\$92,375	11
DANBURY	\$45,841	9	\$47,277	6	\$82,199	14	\$84,773	12	\$89,380	14	\$92,180	12
STRATFORD**	\$44,261	21	\$44,261	22	\$82,364	13	\$82,364	17	\$91,681	11	\$91,681	13
MONROE	\$44,697	17	\$46,033	15	\$79,276	21	\$81,647	21	\$88,577	15	\$91,226	14
REDDING	\$43,954	23	\$44,394	21	\$80,385	20	\$82,384	16	\$88,495	17	\$91,199	15
NEW BEGINNINGS*	\$45,174	15	\$45,174	17	\$82,632	11	\$82,632	15	\$90,987	13	\$90,987	16
SHELTON	\$45,029	16	\$46,605	11	\$82,542	12	\$85,431	10	\$87,846	18	\$90,921	17
EASTON	\$43,421	24	\$44,211	23	\$81,774	16	\$83,261	14	\$88,530	16	\$90,139	18
BROOKFIELD	\$45,431	14	\$45,572	16	\$81,291	18	\$83,659	13	\$87,414	19	\$89,960	19
SHERMAN	\$45,510	13	\$46,716	10	\$79,235	22	\$81,335	22	\$85,653	21	\$87,922	20
CES**	\$44,125	22	\$44,125	24	\$81,701	17	\$81,701	20	\$86,234	20	\$86,234	21
BETHEL*	\$45,764	11	\$46,222	13	\$74,613	25	\$75,359	26	\$84,885	23	\$85,734	22
NEWTOWN**	\$44,404	20	\$44,404	20	\$82,024	15	\$82,024	19	\$85,302	22	\$85,302	23
NORWALK*	\$47,048	4	\$47,683	4	\$77,960	24	\$79,012	24	\$84,284	24	\$84,422	24
NEW FAIRFIELD*	\$41,305	26	\$42,131	26	\$78,559	23	\$80,130	23	\$82,448	25	\$84,097	25
BRIDGEPORT	\$42,022	25	\$42,217	25	\$74,490	26	\$76,018	25	\$82,037	26	\$83,730	26

(Association Exhibits #8-1, 3, 4)

*2010-2011 Salary based on estimate using settlement data in Association Exhibit 8-55

**There is no 2010-2011 salary yet available. 2010-2011 salary was carried over from prior year.

Further eroding Stamford's marketability is the fact that in the last five years Stamford has had among the lowest average general wage increases among Aaa rated towns, several of which are contiguous to Stamford. (Association Exhibits #8-40, 45, 48)

Five Year Salary History	
	Rank in Aaa Group
BA Minimum	8/12
MA Maximum	8/12
6 th Year Maximum	8/12

The Association's Last Best Offers compare favorably to recent negotiated agreements within both comparison groups, Fairfield County and Aaa rated.

2009 Salary Settlements for Fairfield County									
Town	2010-2011			2011-2012			2012-2013		
	GWI	Step	Tot	GWI	Step	Tot	GWI	Step	Tot
New Fairfield	2.00		2.00			3.06			3.34
Norwalk	1.35	1.55	2.90	1.36	1.54	2.90	1.37	1.53	2.90
Ridgefield	1.00		1.00			2.50			3.00
Fairfield	0.00		0.00	2.00	1.83	3.83			
Bethel	1.00	0.00	1.00			2.51	2.00	1.64	3.64
Westport	2.00		2.00			3.45			3.75
New Canaan	2.00		2.00			3.45			3.75
Newtown	1.63		1.63		1.14	2.70		1.14	3.45
Fairfield Cnty	0.00		0.00		2.21	2.92		2.12	3.14
Average			1.39			3.04			3.37
Board LBOs	0.00	0.00	0.00	0.75	2.09	2.84	1.50	1.90	3.14
Association LBOs	1.50	2.09	3.59	1.30	1.90	3.20	2.00	1.72	3.72

2009 Salary Settlements for Aaa Rated Cities and Towns									
Town	2010-2011			2011-2012			2012-2013		
	GWI	Step	Tot	GWI	Step	Tot	GWI	Step	Tot
Norwalk	1.35	1.55	2.90	1.36	1.54	2.90	1.37	1.53	2.90
Ridgefield	1.00		1.00			2.50			3.00
Fairfield	0.00		0.00	2.00	1.83	3.83			
Westport	2.00		2.00			3.45			3.75
New Canaan	2.00		2.00			3.45			3.75
Average			1.58			3.23			3.35
Board LBOs	0.00	0.00	0.00	0.75	2.09	2.84	1.50	1.90	3.14
Association LBOs	1.50	2.09	3.59	1.30	1.90	3.20	2.00	1.72	3.72

At first glance, it would seem that the total Last Best Offers of the Association and the Board deviate from the average of the Fairfield County and Aaa rated comparison groups equally. Several factors must be taken into consideration that favor the offers of the Association. First, the Board is requesting a three year duration, indicating their willingness to risk a higher total salary package. Second, over the last five years, Stamford's salary increases have lagged behind those of the Aaa rated comparison group. Third, an award that favors the Board would place Stamford even further behind comparable districts including those contiguous to Stamford, making it more difficult to attract and retain teachers. The Last Best Offers of the Association should be awarded.

D. Changes in the cost of living averaged over the preceding three years.

According to the U.S. Department of Labor, the consumer price index rose from 201.8 in October, 2006 to 216 in September, 2010. (Association Exhibit #7-3) The result is an increase in the cost of living of 7.0% over the past three years, an average of 2.33% per year. The Last Best Offers of the Association in each year (1.5% GWI in year one, 2.5% GWI on max in year two, 2.0% GWI in year three) more closely match the increased cost of living than the Board's offers (0.00% GWI in year one, 0.75% in year two, 1.5% in year three). Based on changes in the cost of living averaged over the preceding three years, the panel should award the offers of the Association.

E. The salaries, fringe benefits, and other conditions of employment prevailing in the state labor market, including the terms of recent contract settlements or awards in collective bargaining for other municipal employee organizations and developments in private sector wages and benefits.

Every municipal bargaining unit in the City of Stamford will receive a general wage increase on July 1, 2010. The chart below represents a sample of the recent contracts negotiated between the City of Stamford and its bargaining units.

Bargaining Unit	Contract Type	2010-2011 GWI
Fire	One year extension	2%
Police	One year extension	2%
School Administrators	Two year agreement	3%
AFSCME local #2657	One year extension	2%
Library worker	Two year agreement	3.5%

(Association Exhibit #9-2, 7, 17, 22, 34)

The general wage increase offered by the Association is lower than any other general wage increase in the City of Stamford. Whether the Association agreed to concessions in 2009 is completely irrelevant to this award. This award is for the period beginning July 1, 2010 and the issue of wage concessions in prior years is not a statutory criteria in determining an arbitrated award. Additionally, each of these above listed unions had a “no layoff” clause in their agreements, which, aside from being fiscally questionable, was never offered to the Association. The Association’s offer for a general wage increase of 1.5% in the first year of the contract is reasonable and comparable to the terms negotiated with other municipal units. The Association’s offer should be awarded.

Recent municipal and private settlements in Connecticut and throughout the country include wage increases that are consistent with the offers of the Association.

- State prison guards will receive a 2.5% wage increase in 2010 and 2011 (Association Exhibit #9-36)
- Norwalk school nurses will receive 3.5% (Association Exhibit #9-39)

- Sikorsky employees will receive wage increases of 20% over the next five years (Association Exhibit #9-40)
- AT&T workers will receive increases of between 3 and 2.75 percent in each of three years (Association Exhibit #9-43)
- Non-union officials in Wilton received increases of 3.5% (Association Exhibit #9-45)

The offers of the Association are consistent with these and other wage settlements.

The Association remains convinced that a two year duration is in the best interest of both parties. The recent bargaining history between Stamford and its other employee unions indicate that a shorter term contract is in the city's interest as well. The recent contracts between the City of Stamford or the Board of Education and their respective bargaining units are either two year contracts or one year extensions of contracts. (Association Exhibits 9-2, 7, 17, 22, 34) A two year duration, awarded in arbitration, would be unusual but not unprecedented.

The most recent economic forecasts indicate that the recession is over and the economy is in the midst of a recovery. The Board will present evidence that the recovery will be slow and that unemployment will lag other indicators: the glass is half empty. Unemployment is always a lagging indicator in an economic recovery and this recession is no different than any other. It only makes sense that employers will push their current work force as much as possible before hiring additional employees.

An October, 2009 survey conducted by the National Association for Business Economics (NABE) indicates job losses are abating and that employers will be hiring more workers over the next six months. (Association Exhibit #9-86) Job losses should bottom out in the first quarter of 2010, gradually increasing over the next two years. In other words, just as this contract goes into effect the economy will be experiencing job growth. This survey confirmed the findings of the Economic Cycle Research Institute (Glass Half-Full) that the "Long Leading Index," indicated that the economy is in full recovery mode and will experience its "strongest recovery since the 1980s recession." According to economist Lakshman Achuthan, "we do expect to see

some job growth away from the manufacturing sector, and that's where most of us work.”

(Association Exhibit #9-80) As recently as November 19, 2009 the Organization for Economic Cooperation and Development upgraded its forecast for U.S. economic growth in 2010 from 0.9 percent to 2.5 percent. (Association Exhibit #9-136) By the time this contract takes effect the economy will be in recovery for almost a year, unemployment will be decreasing and employment increasing, and the economy will be growing at a strong pace of 2.5%.

Some recent headlines that reflect the improved labor market include:

- Inmelt: Crisis Over, expect growth; *The Advocate*; June 30, 2009
- Snapshot Of Economy Is Its Best In 9 Months; *New York Times*; July 7, 2009
- Single-family home building rises for fifth month; *The Hour*; August 19, 2009
- Optimism reigns at CBIA event; *Greenwich Time*; September 12, 2009
- Xerox raises 2009 profit forecast; *The Advocate*; October 23, 2009
- Jobs outlook brightens: *CNNMoney.com*; October 26, 2009
- Ford Reports Nearly \$1 Billion Profit; *BusinessWeek.com*; November 2, 2009
- Some Wall Street Year-End Bonuses Could Hit Pre-Downturn Highs; *New York Times*; November 5, 2009
- GM Generates \$3.3 Billion in Cash, Will Start Repaying Loans; *Bloomberg.com*; November 16, 2009
- Retail sales in the U.S. Increase More Than Forecast; *Bloomberg.com*; November 16, 2009
- Retailers' Earnings Beat Expectations; *New York Times*; November 18, 2009
- October Home Sales Up 10.1%, Beating Expectations; *WFSB.com*; November 23, 2009
- NABE Outlook: Recovery Soon to Lose “Jobless” Label; *NABE.com*; November 23, 2009

The Board, in its offers, is focused on the labor conditions of the past year. However, the economy has changed for the better and labor conditions reflect that improvement and will continue to do so. The offers of the Association reflect the vastly improved state of the labor market and the positive forecast for the upcoming years. The Last Best Offers of the Association should be awarded.

IV. Issue Specific Arguments

ISSUE #1: SEA President's Release

Last Best Offer of the Board

The president of the SEA may elect to be on special assignment with pay and benefits maintained concurrent with the president's term of office. However, said time off shall be at least a period of a school year so that the educational process is not interfered with. Upon conclusion of said special assignment, he/she shall be entitled to re-employment in the position he/she left, if available or in a comparable position for which he/she is certified. The SEA will reimburse the Board ~~thirty-five percent (35%)~~ ***one hundred percent (100%)*** of the president's salary during the special assignment period.

Last best offer of the Association

Current Contract Language:

The president of the SEA may elect to be on special assignment with pay and benefits maintained concurrent with the president's term of office. However, said time off shall be at least a period of a school year so that the educational process is not interfered with. Upon conclusion of said special assignment, he/she shall be entitled to re-employment in the position he/she left, if available or in a comparable position for which he/she is certified. The SEA will reimburse the Board thirty-five percent (35%) of the president's salary during the special assignment period.

The Association offered clear and compelling evidence that its Last Best Offer is in the public interest and within the financial capability of the city. The Board offered no evidence or testimony that its Last Best Offer was in the public interest and only testified that release time for the SEA president was not a logical place to spend money. The Association presented testimony and substantial evidence demonstrating that a release time president was a valuable asset for the Board. Elimination of such release time puts that Board at risk of losing millions of dollars in grants; staff development opportunities for all teachers offered by the Association at no cost to the Board; and valuable time due to additional grievances and personnel issues that would be unresolved at the building level. The Board's budget for 2009-2010 is \$219,408,146 (Board CD),

of which approximately \$60,000 is spent on the SEA President. This small expense is clearly offset by the millions of dollars in additional grant revenue.

SEA President Lora Rossomando offered unrefuted testimony that the president of the Stamford Education Association plays a considerable role in the District that is of direct benefit to the Board.

Activity	Description	Required Participation of SEA President
General Electric Developing Futures grant (Association Exhibit 10-28 to 38 and Testimony of L. Rossomando)	\$15.3 million grant to improve instruction of math and science Provides Everyday Math and science programs Considering expansion	Signed off on original MOA “Shall support the grant” Must serve on joint committee – currently Systems Leadership Council (SLC) Recruit and appoint members to the committee Meets monthly during school day Attend and assist in planning yearly retreat Recruit and appoint members for the retreat
Panasonic Foundation grant (Association Exhibit 10-39 to 45 and Testimony of L. Rossomando)	Works with stakeholders to improve curriculum and develop a collaborative culture	Sign off on memorandum of understanding Meet monthly during school day Collaborate with committee members between meetings Attend and assist in planning two three-day conferences per year Assisted in arranging LAP conference consisting of over 200 teachers and administrators
Connecticut Learning and Accountability Initiative (Testimony of L. Rossomando)	Support offered by state as a result of NCLB status	Recruit and appoint members to serve on the District data team Attend Connecticut Education Association (CEA) sponsored forums with District and state officials to discuss progress with initiatives
Special education training for teachers (Testimony of L. Rossomando)	Professional Development training provided through (CEA) resources	Invite unit members to attend Arrange logistical support Facilitate training Assist in tracking CEUs for members
BEST mentor training for teachers (Testimony of L. Rossomando)	Professional Development training provided through (CEA) resources	Invite unit members to attend Arrange logistical support Facilitate training Assist in tracking CEUs for members
Kindergarten forum	Round table	Collaborate with district personnel (Curriculum

(Testimony of L. Rossomando)	discussion of critical issues for kindergarten teachers	and Instruction Director, Linda Bruno) to determine agenda Invite unit members Arrange logistical support
Training in SBRI (Testimony of L. Rossomando)	SDE-provided training in Scientific Research based Interventions	Attended two-day training session at CES in Trumbull during the school day
SEA Professional Rights & Responsibilities Committee (Testimony of L. Rossomando)	SEA district-level committee	Ferrets out grievances that are without merit Assists all teachers in resolving disputes informally to avoid grievances Serves on committee in advisory capacity

Each of the above activities provides a direct, meaningful benefit to the Stamford Board of Education.

President Rossomando is an expert in the district evaluation plan and following the plan’s proscription. With five Human Resources directors in the past five years and several new central office administrators, as testified by Superintendent Starr, President Rossomando is often the only person present aware of the correct procedures in many employee relations procedures. She also follows through with teachers and administrators on adherence to timelines in order to prevent matters from “falling through the cracks.”

The SEA President plays an important role within the district and has a positive impact on the employee group. Members benefit through increased opportunities for professional development, access to district officials, and assistance in resolving personnel issues. Unit members have a constant link to Association and District resources through the President. Clearly, it is within their interest and welfare to maintain this release time position. The Board has offered no evidence to show that association presidents in comparable districts, who do not have similar release time, have duties or responsibilities to their respective districts similar to those in Stamford.

The SEA first negotiated for a full-time release president in 1980. The president was placed on a leave of absence with all salary and benefits paid by the District. (Association Exhibit # 10-23) Starting with the contract beginning July 1, 1986, the Board was only responsible to pay 65% the cost of the president's salary and all benefits, with the Association reimbursing the Board for the remaining 35% of salary. (Association Exhibit #10-18) This arrangement has continued to the current contract. 1986 saw another major change in the collective bargaining agreement: it was the first year the Board agreed that membership in SEA was mandatory for all unit members or they would have to pay a service fee. (Association Exhibit #10-18A) In that contract, SEA essentially traded 35% of the president's salary for the right to collect service fees from non-members. Since this contract, the SEA President has had an increased, required role in revenue producing grants that benefit the Board, the teachers and the students of Stamford. The Board is now asking this panel to eliminate an Association benefit that has been in the contract for thirty years without providing any substantially equivalent benefit. The Association's offer should be awarded.

ISSUE #2: Definition of Doctorate

Last Best Offer of the Board

A ~~doctor's degree~~ *Ph.D. or Ed.D. degree* earned at an accredited college or university and in a relevant subject area.

Last best Offer of the Association

A doctor's degree earned at an accredited college or university and in a relevant subject area. *A juris doctorate (J.D.) will not count as a doctorate for salary placement. Unit members with a J.D. who are currently on the doctorate step shall remain so. Current unit members who are enrolled in a J.D. program as of September 1, 2009, shall be placed at the doctorate step upon completion of their program provided said program is completed before September 1, 2011.*

The public interest in this issue is to allow the Board to attract and retain the most highly qualified candidates available for a given job. The Board's Last Best Offer on this issue places

severe restrictions on its ability to reward teachers for advancing their education and attract qualified prospective candidates. The Board's offer limits the doctorate step to only Ph.D. and Ed.D. degrees. The Association provided ample evidence that there are numerous terminal doctorate degrees that are the equivalent in their fields to a Ph.D. or Ed.D. The National Science Foundation recognizes a variety of doctorate degree titles equivalent in content and level to the Ph.D. including the following, that could be considered relevant to teaching in certain subject areas:

Doctor of Arts (D.A.); Doctor of Engineering (D.Eng/D.E.Sc./D.E.S.); Doctor of Fine Arts (D.F.A.); Doctor of Music (D.M.); Doctor of Musical/Music Arts (D.M.A.); Doctor of Music Education (D.M.E.); Doctor of Modern Languages (D.M.L.); Doctor of Social Work (D.S.W.)
(Association Exhibit #11-13)

In accordance with the recognition of the National Science Foundation, the Association's Last Best Offer specifically excludes the Juris Doctorate, with the exception of those currently enrolled in such a program. The Board's desire to limit itself not by the content of the degree, but by the title of the degree, is illogical and certainly not in the public interest. In addition, the Board has produced no evidence or testimony that the Last Best Offer of the Association would in any way impede the financial capability of the city.

The Board's position is compounded by its lack of administrative oversight in this area. If the Board were truly concerned about pre-approval of courses, the rigor of the terminal degree, and/or accredited colleges, it should have made a proposal to the Association to that effect. If the Board had a concern about current teachers enrolled in advanced degrees, at their own expense, and their status towards degree completion they should have made a proposal to determine current enrollees. They did not.

This is another area where the Board and Association could have worked collaboratively to resolve the issue if only the Board had made specific proposals to deal with issues beyond the

J.D. The whole process of pre-approval and program management is also exacerbated by the Human Resources turnover, as stated by Superintendent Starr.

The public interest is not supported by the Board's offer. Current employees and prospective candidates with bona fide terminal degrees will not remain or accept positions in Stamford. They will go to our contiguous towns of Darien, Greenwich, and New Canaan where they receive credit for their terminal degrees. The Last Best Offer of the Association should be awarded.

ISSUE #7: Work Year

Last Best Offer of the Board

The work year for unit members shall be 186 days. In addition, new unit members shall be required to attend up to three (3) days of orientation. *Teachers who are assigned to a different school or from primary to intermediate grades (or vice versa) within a school may be required to participate in two days of training, for which such teachers shall be compensated at the curriculum revision rate, as set forth in Appendix B.*

Last Best Offer of the Association

Current Contract Language:

The work year for unit members shall be 186 days. In addition, new unit members shall be required to attend up to three (3) days of orientation.

The Board's position on this issue is that teachers who are moved to a new school or level, whether voluntarily or involuntarily, may be required to attend two days of in-service training above and beyond the contractual 186 days. The Board presented neither evidence nor testimony indicating that its Last Best Offer is in the public interest. The evidence presented by the Board (Board exhibit # 7-2) is completely irrelevant to this issue. The Association does not dispute the importance of adequately preparing teachers for their assignments. The Board already assigns new teachers to three additional days of orientation (which are unpaid, contrary to the testimony of the Superintendent). Under current contract language, the Board employs

continuing teachers for 186 days, five of which are professional development days without students. Teachers are also assigned to an additional 10 hours per year of professional duties. Additionally, the Board has been very successful in attracting experienced teachers to voluntarily participate in professional development activities – sometimes paid, other times not. (Testimony of L. Rossomando) The Board has not attempted to address this specific issue using resources which are currently available, several at no additional cost to the Board. The public interest is better served with current contract language, the Association's offer.

The comparative contract language provided by the Board (Board Exhibit #7-1) offers more support for the Association's offer than it does for the Board's. There are 25 school districts in Fairfield County. Seventeen of those districts have provisions that address additional days in the school year for certain employees. Every single one of these provisions addresses employees who are new to the district. Not one addresses current employees whose assignment or curriculum has been changed. These orientation days typically include information about the district, forms to be used for specific purposes and, in some cases, time to set up one's room. Curriculum work for teachers is usually interactive and collegial and takes place when the full staff, by department, team, and/or grade level, is available to work together on professional activities.

Throughout negotiations, again with Superintendent Starr absent from any formal sessions, the Board refused to move from its initial position; three days of orientation with no mention of compensation for time. In his testimony, Superintendent Starr was incorrect in stating that new employees are paid additional stipends for their mandatory orientation. They are not. The offer on the table at the start of hearings included no mention of payment and applied to a poorly defined category of unit members: "members with new assignments, and/or members being asked to implement new curriculum." By the time the Board altered its Last Best Offer it

was too late for any meaningful negotiations to occur. Once again, an issue that may have been resolved through collaboration and negotiation was forced into arbitration due to the Superintendent's disdain of the negotiating process.

ISSUE #8: Unit Member Assignment

Last Best Offer of the Board

The Board may assign *individual* unit members in certain assignments to begin and end their working day at different times, ~~provided that the unit member agrees, and also~~ provided that the overall length of the unit member's day shall not exceed the working day of regular classroom unit members in the same school. *Prior to making any such alternative assignments, the Superintendent or his/her designee shall confer with the Association regarding the assignment(s) and the teachers potentially affected. The Superintendent or his/her designee shall then offer the alternative assignment to the potentially-affected teachers on a voluntary basis and, if necessary, shall then make such alternative assignment by inverse order of seniority.*

Last Best Offer of the Association

Current Contract Language:

The Board may assign unit members in certain assignments to begin and end their working day at different times, provided that the unit member agrees, and also provided that the overall length of the unit member's day shall not exceed the working day of regular classroom unit members in the same school.

Traditionally, schools in Stamford have each had a unified starting and ending time and current contract language reflects that tradition. Occasionally there has been a desire to have some flexibility in order to allow the school to function more effectively. Again, the current contract language reflects that possibility. The public interest in this issue is balanced between the desire for scheduling flexibility and the need to retain effective teachers. After all, if a teacher must choose between accepting an assignment that conflicts with family needs or resigning the position and moving to another district, the teacher will most likely leave. In his testimony, Superintendent Starr referred to several positions where this option would be useful: social workers, reading teachers and AP French teachers in particular. The possibility of these teachers

being able to find a suitable position in a surrounding district is great. The public interest would not be served if these valuable teachers left the district.

There are currently several bargaining unit members who are working such schedules: the media specialists at Westhill High School and the special education teacher assigned to Stamford Academy. (Testimony of L. Rossomando and Association Exhibit #13-1) The Association encourages these arrangements and has, in fact, facilitated such arrangements. The Board presented no testimony or evidence indicating that it could not fill alternatively scheduled assignments by using volunteers or by simply asking. Superintendent Starr could not present a specific plan where the need for an alternative schedule would be jeopardized if the Board's Last Best Offer were not awarded.

As demonstrated by the examples above, different starting and ending times for individuals have been established when there is a specific site problem or need. Superintendent Starr could not speak to a specific school by name which might benefit from some later start and finish assignment. In fact, if there were a failing school with a bona fide need for this type of flexibility in setting the work day the Association would already have been approached to discuss the issue. In addition, if this scheduling feature was needed Superintendent Starr should have developed a specific proposal for a pilot in one school to see if it would work out as anticipated. Superintendent Starr could not cite a single specific example where a teacher was asked to do a late start for a particular reason and the teacher refused. There does not seem to be any problem with the contract language as it currently exists, especially considering that there is no plan presented to use this type of scheduling nor have volunteers been sought. The offer of the Association should be awarded.

ISSUE #9: Assignment of Special Needs Students

Last Best Offer of the Board

No such provision.

Last Best Offer of the Association

All students who qualify under state and/or federal law for an IEP or 504 identification and do not meet the definition of an "included student" as stated above shall be 'weighted' on a 1.5 for one ratio in determining class size maximums at all levels.

The Last Best Offers of the Association clearly addresses the public interest by taking positive actions to address the educational needs of Stamford's students. The Last Best Offer of the Association is directly related to the area of curriculum, instruction and assessment in the Strategic District Improvement Plan (SDIP) and individualized instruction in the District Goals. The evidence presented by the Association shows a direct correlation between reduced class sizes and successful inclusion classes. (Association Exhibits 14-5 to 14-73) Reduced class sizes specific to the needs of the individual students will provide teachers with more opportunities to individualize instruction, a critical goal of the SDIP (Board Exhibit 296) and the District Goals. (Association Exhibit #14-1) Additionally, the administrative support needed to reduce class sizes for mainstreamed student may positively impact how teachers and parents view inclusion. (Association Exhibit 14-66)

In his testimony, the Superintendent stated that he was unaware that any group of children was weighted due to their status. The evidence shows quite clearly, though, that certain mainstreamed special needs students are automatically weighted:

Included students shall be 'weighted' on a two for one ration in determining class size maximums at all levels.
(Collective Bargaining Agreement, Article 9(L))

The Association's Last Best Offer extends this weighting to recognize that a reduced class size is necessary to properly meet the needs of all included special needs students. The specific reasons for the Association trying to expand this already successful language to students who are currently excluded deals with the fact that in order to be served properly these students require

more time from teachers. There are more meetings, reviews, updates and in many instances program modifications required. As teachers conform to the requirements of these plans, they not only better educate a specific population of students, thus serving the public interest, they also help to protect the district from increased liability.

Superintendent Starr stated that he had seventeen schools that were identified as “in need of improvement” according to the No Child Left behind mandates. Among the sub groups that failed to make adequate yearly progress (AYP) are students with disabilities. Students with disabilities is the second lowest performing sub group in the district, with just 14.3% at or above goal on the math section of the Connecticut Academic performance Test (CAPT); 16.7% in reading; 9.2% in science; and 8.6% in writing. (Association Exhibit # 14-4) The Association’s offer is targeted at one of the groups most in need of assistance to help teachers do more. The Association’s offer should be awarded.

ISSUE #10: Changes in Work Rules

Last Best Offer of the Board

O. In schools identified in need of improvement by state and federal (ESEA) accountability legislation, the Board may seek changes in the work rules set forth in Article 9, Article 16, Article 16A and/or Article 17 to promote student learning in accordance with the goals of such legislation. Any such proposed changes shall be subject to negotiation in accordance with Conn. Gen. Stat. Section 10-153f(e).

Last Best Offer of the Association

No such provision.

One of the purposes of negotiations, from the Association’s point of view, is to work for a set period of time to lock up the benefits, wages and working conditions. The parties can then step back from bargaining and assess the changes made while enjoying labor peace and stability.

The Association proposed a two year duration based on the Board's desire to make changes and the potential for an improved economy. The Board's original proposal called for a three year duration with virtually every aspect of the contract open to midstream bargaining. Only in its final Last Best Offer, after any chance for negotiations had been eliminated, did the Board include any specific parameters in the offer.

This idea of constant midstream bargaining is just another anti-union ploy by this superintendent. Rather than plan for failing schools and then negotiate for those plans during the regular negotiations period, he is attempting to pre-occupy us with a series of negotiations to drain our energies and resources. He seeks to bypass bargaining and the union leadership. He attempts to always place the Association on the defensive and then blames us when the program fails or there is an expense to negotiate on the Board's part.

This Association has a long history of agreeing to negotiate during the course of a contract. Project Opening Doors, AITE advisory periods, Westhill High School Advisory periods, and middle school schedules are all areas where the Association recently chose to negotiate with the Board. Instead of thanking the Association for agreeing to discuss these issues, the superintendent demeans and belittles us because we had the temerity to disagree with his proposed solution. We had the audacity to want to have meaningful input into decisions that affect the working conditions and livelihoods of 1400 teachers. The Board offers neither evidence nor comparisons to support its position.

This proposal of changes in work rules is not in the public interest. It wastes city resources on its attorney by having him continually deal with demands to bargain midstream. A more prudent approach would be to actually plan for regular negotiations, use the time wisely and propose changes that can then be evaluated. If each of the seventeen failing schools ends up

in midstream bargaining just once during the life of this contract it is seventeen separate negotiations, for which both parties pay.

This proposal attempts to make a mockery of the Teacher Negotiations Act, a law enacted because the legislature felt it served the public interest. This offer of the Board's must be rejected.

ISSUE #13: Elementary Unassigned Time

Last Best Offer of the Board

Current Contract Language:

Elementary unit members shall be given daily unassigned time with a minimum of 200 minutes of unassigned time per week and at least thirty (30) consecutive minutes unassigned time per day.

Last Best Offer of the Association

Elementary unit members shall be given daily unassigned time with a minimum of ~~200~~ **240** minutes of unassigned time per week and at least ~~thirty (30)~~ **forty (40)** consecutive minutes unassigned time per day.

The Last Best Offer of the Association recognizes that under the Strategic District Improvement Plan (SDIP), elementary teachers will be facing new demands in the upcoming years. Among other activities, teachers use their unassigned time to plan lessons, review new materials, assess student work, contact parents and colleagues, set up the class room and maintain records. Under the SDIP, elementary teachers will be required to carry out the following initiatives:

- Implement standards-based curriculum in Math, Literacy/Language Arts and Science
- Implement District benchmark Assessments in Math and Literacy/Language Arts
- Implement scientific based research interventions for each and every student who requires support
- Implement additional modules in science
- Reduce traditional ability grouping
- Participate in professional development in all of the above areas (Association Exhibits #18-6 to 18-20)

The Board has determined that these initiatives are within the public interest. The Board must also recognize that if these initiatives are going to be effectively implemented teachers need the time to plan accordingly, become familiar with new materials and learn new teaching methodologies.

High school and middle school teachers in Stamford already have a minimum of 240 minutes unassigned time per week. In order to adequately meet these challenges elementary teachers need an equitable amount of unassigned time. There is a positive correlation between teacher's working conditions and student performance and a positive correlation between additional time for teachers and their attitude towards working conditions. (Association Exhibit #18-1) In other words, additional unassigned time is an improvement in working conditions that will help to improve student achievement. The panel should award the last best offer of the Association.

ISSUE #15: Promotions

Last Best Offer of the Board

All openings for permanent positions covered by the Administrative Unit contract of the Board, and positions paying a salary differential shall be publicized in every school and shall be posted on school bulletin boards as far in advance as possible and ordinarily at least ~~thirty (30)~~ **ten (10)** *work* days in advance. Bargaining unit positions not paying a differential shall be posted as above for a minimum of ~~fourteen (14)~~ **five (5)** *work* days. A job description or statement of qualifications posted in each school and promotional procedures shall be followed.

Last Best Offer of the Association

All openings for permanent positions covered by the Administrative Unit contract of the Board, and positions paying a salary differential shall be publicized in every school and shall be posted on school bulletin boards as far in advance as possible and ordinarily at least ~~thirty (30)~~ **fifteen (15)** days in advance. Bargaining unit positions not paying a differential shall be posted as above for a minimum of ~~fourteen (14)~~ **ten (10)** days. A job description or statement of qualifications posted in each school and promotional procedures shall be followed.

The public interest is best served when the widest available pool of candidates is notified of available positions. The Board's Last Best Offer on this issue would reduce that requirement. The current contract language merely guarantees that bargaining unit members will be informed when promotional positions become available. The Association is perplexed as to why the Board would be opposed to such a clause in the collective bargaining agreement. The positions in the Stamford Administrative Unit are considered career ladder advancements for teachers, and the posting of such positions is therefore a mandatory subject of bargaining. Many internal candidates have worked in the district for years waiting for the opportunity to advance. Notice of the vacancy gives them the opportunity to apply. It does not require the Board to appoint a particular candidate, or even interview one for that matter. It is not in the public interest to have successful teachers leave the district for leadership opportunities in other districts because of a failure to be notified of vacancies in a timely manner.

The Association has worked through similar issues with the Board during negotiations for this contract. The tentative agreement on Article 17(C)(3) (Association Exhibit #4-21) addresses a legitimate issue regarding filling vacancies by internal candidates. The Association responded with a counter proposal that balanced the concerns of the Board with the legitimate concerns of SEA members. The concern brought forth by the Board with this issue, though, is not legitimate. It is merely reflective of the superintendent's disregard for the collective bargaining process.

Superintendent Starr testified that Article 18 of the SEA collective bargaining agreement interfered with filling the position of GE Developing Futures Manager. Superintendent Starr requested and was granted a waiver from the Stamford Administrative Unit and filled the position. The Stamford Education Association was not notified of such a waiver until after the position was filled. Apparently, Superintendent Starr is unfamiliar with the SEA collective bargaining agreement, reflecting the disdain he has shown throughout the process. Should a lack

of familiarity result in altering the collective bargaining agreement? The Association sees no need to make major alterations to current contract language due to a single incident. The Board offered no testimony or evidence indicating that the Association was approached regarding the issue or that the Association would not also grant a waiver in order to fill the position in a timely manner. In fact, the record shows that the Association has been extremely cooperative in such matters. The Board has approached the Association many times requesting waivers on posting of positions, primarily regarding timelines, and the Association has agreed. The Association's Last Best Offer reduces the length of time for posting positions, reflecting these frequent requests. The Last Best Offer of the Association should be awarded.

ISSUE #16: Retirement Bonus
Last Best Offer of the Board

A. During the life of this contract, any unit member *who had tenure with the Board on July 1, 2010*, whose age and years of teaching total at least 70, but who in no event shall be less than 45 years of age, and who has been employed by the Board for at least 15 years may elect to retire early *at the end of the 2010-2011 school year* under the following conditions:

- (1) Said unit member must notify the Personnel Office of the Board of the intention to retire early on or before ~~January 15th of the school year preceding the school year of retirement~~ *December 1, 2010*.

Last Best Offer of the Association

A. During the life of this contract, any unit member *hired prior to July 1, 2010* whose age and years of teaching total at least 70, but who in no event shall be less than 45 years of age, and who has been employed by the Board for at least 15 years may elect to retire early under the following conditions:

- (1) Said unit member must notify the Personnel Office of the Board of the intention to retire early on or before January 15th of the school year preceding the school year of retirement.

ISSUE #17: Retiree Health Benefit

Last Best Offer of the Board

(2) Unit members who elect early retirement *on or before December 1, 2010* shall have 50% of the medical insurance continuation due under Article 6 of this agreement paid on their behalf for the first ~~three~~ *(3) five (5)* consecutive years of their retirement *at the end of the 2010-2011 school year*.

Last Best Offer of the Association

(2) Unit members who *qualify for and* elect early retirement *pursuant to this Article* shall have 50% of the medical insurance continuation due under Article 6 of this agreement paid on their behalf for the first three (3) consecutive years of their retirement.

These proposals of the Board would eliminate the retirement bonus and health insurance coverage at the end of the 2010-2011 school year. The Board's proposal increases the amount of insurance coverage a retiree would receive from 3 years at 50% coverage to 5 years at 50% coverage. In a rather cynical ploy, the Board is eliminating these provisions as a type of retirement incentive. The Association is opposed to this type of "incentive." The incentive would have an unpredictable impact on students. There is the potential that many experienced teachers in shortage areas would leave out of fear that if they stayed they would lose out entirely. Many of our long-time members continue to work in Stamford due to this benefit and it would be unfair and demoralizing to lose a retirement benefit that was counted upon. The Association's offer on this proposal would effectively "grandfather" the provision out over time, eliminating the need to make a hasty decision.

Under the Board's proposal, experienced teachers would have to make a critical decision by December 1, 2010: either retire at the end of the year and receive the benefit that was promised to them or remain teaching and lose the benefit entirely. Many of our members budgeted their long-term financial plans based upon the availability of these benefits. Either way, it is not a decision that the Association feels a teacher should have to make, nor is the uncertainty in the public interest.

The Board offered as evidence the collective bargaining agreement of the Stamford Administrative Unit. The retirement benefit in the Administrators contract is considerably richer than that in the Association's. Administrators who retire under their plan receive a bonus of \$1800 per year of service, teachers a flat rate of \$16,550. Administrators receive fully paid health

benefits until the age of 65, teachers receive three years of benefits at 50% of the actual premium cost. The retirement benefit in the administrators' contract is grandfathered out, no one hired after September 1, 1991 is eligible for the retirement benefit. The Board proposal would eliminate the benefit entirely after the 2010-2011 school year. This exhibit more closely supports the offers of the Association than it does the offers of the Board.

The actuarial cost of the teacher benefit is minimal. Neither Director Privitera nor Superintendent Starr testified to the cost of this specific benefit. The benefit to the district, however, is considerable in that it provides an incentive for teachers to inform the district of their intention to retire by January 15. Otherwise, there is no reason for a teacher to provide more than the contractual thirty days notice of intent to resign. The only other post-retirement benefit encumbered by the Board on behalf of teachers is a severance benefit related to the accumulation of sick leave. The impact of the severance benefit will be reduced over time since it has become more difficult to accumulate the 186 sick days needed to be eligible for the benefit.

The Association was faced with a difficult dilemma on this issue: Whether we put up a Last Best Offer that protects the benefit entirely or whether we increase the chances of maintaining the benefit at least for current members. We elected to attempt to maintain the benefits for current unit members in order to decrease the risk of losing the entire benefit. The Last Best Offer of the Association should be awarded.

ISSUE #21: Waiver of Contract Provisions

Last Best Offer of the Board

- D. Given that circumstances (including student needs, program elements and teacher interests) differ from site to site, by affirmative vote at the request of the building principal of two-thirds of the teachers assigned to a specific site, with the written agreement of the Superintendent and the President of the SEA, any provision of this agreement may be waived. Such waiver shall be effective for the year in which such vote is taken.*

Last Best Offer of the Association

No Such Provision.

This proposal of the Board is designed to bypass the process of bargaining with the Association, which is mandated by state law. After a tentative agreement is reached through negotiations, the union brings it back to its members for a ratification vote of the whole body of members. Individuals, their grades, departments or schools do not get “do over” votes on specific sections of the contract that they do not like; the total package is either accepted or rejected. Then the parties live with what they have negotiated or what an arbitration panel has awarded.

Building principals are in the administrative bargaining unit. Their input on what needs to be changed in the teachers’ collective bargaining agreement needs to be provided to central administration and then reflected in the proposal package of the Board, if deemed appropriate and worthy of pursuit by the Board. There is not a single contract in the state of Connecticut that allows principals to attempt to put aside certain contract provisions from the teachers’ collective bargaining unit. The Board attempted to use the recent New Haven settlement as justification for its proposal. (Board Exhibit #21-1) New Haven reached an agreement between the union and the Board. It was not decided by an arbitration panel. It was negotiated over a period of many months. The New Haven agreement bears not even a remote resemblance to the proposal offered by the Board and is completely irrelevant in this case and should be treated as such by the panel.

Why would the SEA president agree to waive provisions of a contract based upon a building vote? A specific building could contain a large number of agency fee payers or a large number of non-tenured teachers intimidated by their principal. A waiver would never be agreed to by the Association president because the membership has already voted at ratification or their designees have moved forward to arbitration.

Superintendent Starr’s reassurance in testimony that “voting would be a formality” and that he and the Associate Superintendent would make sure the vote was inclusive and collaborative only serve to demonstrate his anti-union attitude. The presence of the Superintendent at such a “vote” would clearly intimidate teachers. How could he possibly think that he can represent the union membership better than the people that they elected to represent them? When pressed about the possibility of such a vote failing, Superintendent Starr stated that the principal would be accountable and that it would impact his evaluation of the performance of that principal. This plan and its consequences will not foster the team spirit and collaborative learning processes that enhance student learning. It is a divisive idea which would only take staff time away from teaching. It does not serve the public interest and must be rejected. Teachers do not want to be voting “with or against” their principals to deal with issues that should have been resolved in bargaining. This panel must award the Last Best Offer of the Association on this issue.

Arguments for the following issues specifically related to salary are found in Section III.

ISSUE #20: Duration

Last Best Offer of the Board

The provisions of this Agreement shall be effective as of July 1, ~~2007~~ 2010 and shall continue in full force and effect without change, except as provided herein, to and including June 30, ~~2010~~ 2013.

Last Best Offer of the Association

The provisions of this Agreement shall be effective as of July 1, ~~2007~~ 2010 and shall continue in full force and effect without change, except as provided herein, to and including June 30, ~~2010~~ 2012.

ISSUE #23: Appendix A (2010-11)

Last Best Offer of the Board

To construct the salary schedule for 2010-2011, each step of the 2009-2010 salary schedule shall be carried over without change.

Last Best Offer of the Association

To construct the salary schedule for 2010-2011, each step of the 2009-2010 salary schedule shall be increased by 1.5%. (See attached adjusted salary schedule.)

ISSUE #24: Appendix A (2010-11) (step movement)

Last Best Offer of the Board

Teachers not on maximum shall not be advanced one step on the salary schedule.

Last Best Offer of the Association

In each year, teachers not on maximum (who have worked at least one-half of the work days in the previous school year) shall be advanced one step on the salary schedule. See also Article 4, Section C, Salary Classification, and Section D, Placement.

ISSUE #25: Appendix A (2011-12)

Last Best Offer of the Board

To construct the salary schedule for 2011-2012, each step of the 2010-2011 salary schedule shall be increased by .75%.

Last Best Offer of the Association

To construct the salary schedule for 2011-2012, the maximum step in each lane of the 2010-2011 salary schedule shall be increased by 2.5%.

ISSUE #27: Appendix A (2012-13) (conditional)

Last Best Offer of the Board

To construct the salary schedule for 2010-2011, each step of the 2009-2010 salary schedule shall be increased by 1.5%.

Last Best Offer of the Association

To construct the salary schedule for 2012-2013, each step of the 2011-2012 salary schedule shall be increased by 2%.

ISSUE #30: Appendix B (2010-11) Stipend GWI

Last Best Offer of the Board

To construct Appendix B for 2010-2011, each stipend amount in Appendix B from 2010-2011 shall be carried over without change.

Last Best Offer of the Association

To construct Appendix B for 2010-2011, each stipend amount in Appendix B from 2010-2011 shall be increased by 1%. (See attached adjusted stipend schedule.)

ISSUE #31: Appendix B (2011-12) Stipend GWI

Last Best Offer of the Board

To construct Appendix B for 2011-2012, each stipend amount in Appendix B from 2010-2011 shall be carried over without change.

Last Best Offer of the Association

To construct Appendix B for 2011-2012, each stipend amount in Appendix B from 2010-2011 shall be increased by 2%. (See attached adjusted stipend schedule.)

ISSUE #32: Appendix B (2012-13) Stipend GWI (Conditional)

Last Best Offer of the Board

To construct Appendix B for 2012-2013, each stipend amount in Appendix B from 2011-2012 shall be carried over without change.

Last Best Offer of the Association

To construct Appendix B for 2012-2013, each stipend amount in Appendix B from 2011-2012 shall be increased by 2%. (See attached adjusted stipend schedule.)

V. Conclusion

Binding interest arbitration is not a substitute for negotiations. Since the Board is the party making proposals that would fundamentally change the relationship between the Board and the Association, the burden is on the Board to persuade the panel that its proposals are justified under the statutory criteria. (Board CD, Greenwich Teachers Arb Award) This panel has the obligation to present an award based upon the specific criteria set forth in the Teacher Negotiation Act. Not only has the Board failed to meet its burden, it has failed to demonstrate that there is any justification for its proposals based upon the statutory criteria. The Association has made a clear and compelling case that its Last Best Offers meet all of those criteria. The Association unequivocally asserts that it is right and appropriate to award each issue to the Association.

From the outset of testimony, it was clear that the Board's proposals, testimony, and evidence were based on two criteria completely unrelated to the established statutory criteria: the refusal of the Association to offer up concessions, and the "audacity" of the Association to exercise its statutory right to negotiate over changes in working conditions. The proposals of the Board were not intended to provide for the public interest, but to punish the Association for asserting its obligation to advocate for the members of the bargaining unit. Superintendent Starr displayed no interest in negotiating an agreement with the Association and instead brought the Board's unprecedented and unjustified offers to this panel.

The Association, on the other hand, entered the negotiations process prepared for the "give and take" of bargaining. Our leadership was present at every negotiations session, prepared to make proposals, counter proposals, and arguments supporting our positions. We gave clear, objective thought to the Board's proposals. The Association made sure that all of its proposals were justified by the statutory criteria and provided substantive documentation to that end.

The Association had two complementary goals for this negotiations session. The first was to negotiate a reasonable settlement with the Board that would benefit the teachers, students, and residents of Stamford. In the event we were unsuccessful in achieving this goal, the second was to be able to present an arbitration case so closely tied to the statutory criteria that it would be easy for the panel to award our Last best Offers. This panel can assure us that we achieve at least one of these goals.

**Attachment A
Association LBO
Appendix A
2010-2011 Salary Schedule**

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>6TH YR</u>	<u>7TH YR</u>	<u>PH.D</u>
1	\$47,973	\$48,478	\$52,670	\$53,930	\$55,160	\$57,143	\$59,129
2	\$49,772	\$50,396	\$55,167	\$56,427	\$57,826	\$59,810	\$61,795
3	\$51,916	\$52,540	\$57,672	\$58,931	\$60,495	\$62,478	\$64,465
4	\$54,059	\$54,688	\$60,167	\$61,430	\$63,165	\$65,148	\$67,128
5	\$56,200	\$56,825	\$62,664	\$63,925	\$65,830	\$67,815	\$69,803
6	\$58,340	\$58,968	\$65,170	\$66,430	\$68,498	\$70,460	\$72,468
7	\$60,482	\$61,116	\$67,670	\$68,930	\$71,171	\$73,152	\$75,137
8	\$62,631	\$63,255	\$70,168	\$71,427	\$73,837	\$75,821	\$77,804
9	\$65,693	\$66,313	\$73,799	\$75,059	\$77,734	\$79,676	\$81,626
10	\$69,776	\$70,403	\$77,665	\$78,924	\$81,842	\$83,821	\$85,806
11	\$71,765	\$72,392	\$80,163	\$81,422	\$84,509	\$86,495	\$88,473
12			\$83,386	\$84,647	\$87,178	\$89,163	\$91,143
13			\$86,607	\$87,868	\$89,842	\$91,828	\$93,811
14					\$93,232	\$95,216	\$97,209
15					\$96,685	\$98,601	\$100,271

**Attachment B
Association LBO
Appendix B
2010-2011 Stipend Schedule**

APPENDIX B (3)

2009-2010 STIPEND SCHEDULE					
SPORT					
Athletic Director	20,154				
Head Coaches					
Football	I	II	III	IV	V
Basketball	5,515	6,184	6,724	7,205	7,934
Ice Hockey, Wrestling, Indoor Track, Outdoor Track, Baseball, Softball, Volleyball, Soccer, Swimming, Gymnastics, Tennis, Cross Country, Field Hockey, Lacrosse	5,112	5,515	5,919	6,184	6,590
Football Assistants	4,844	5,112	5,381	5,784	6,184
All Other Assistants	4,440	4,710	4,973	5,246	5,391
Golf, Cheerleading (Per Season), Diving (2 Teams per Season), Color Guard, Stage	4,171	4,440	4,710	4,975	5,112
Middle School Session Intramurals Coordinators					965
Music/Arts					
Elementary & Middle School Band Director (with 3 required parades, as directed by Administration)	I	II	III	IV	V
Intradistrict Middle School Orchestra Director (1 per/yr.)					1,098
Band (per semester), Drama (per semester) Chorus, Debating (per semester), Orchestra					469
	4,844	5,112	5,381	5,784	6,184

Class Advisors	Fresh	Soph	Junior	Senior
Stamford HS, Westhill HS	2,207	2,428	4,856	6,622
AITE	852	1,250	1,990	3,978
InterACT Advisor	3,863			
Yearbook, Newspaper, ARTS Academies (SHS) Adv.	6,622			

Other Positions	
AVID School Coordinator	3,863
Psychological Examiners	1,200
Heads of Media	2,198
Mentor Teachers (per year)	1,172
Department Head (+309 Per supervised teacher)	3,324
Grade Level & Team Leaders (Elementary)	1,655
Student Activities Advisor	16,073

Hourly Rates	
Collateral Duty Assignment Coverage	15.80
Curriculum Revision	36.29
Pre-Summer School/Staff Development	36.29
Summer School	42.33
Unassigned Time (coverage)	31.58
Summer School Head teacher (per week)	97.97

Other	20-24 yrs	25-29 yrs	>30 yrs
Service Recognition (Longevity)	916	1,117	1,502

Submitted by:

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