

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION

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In the Matter of)

Fairfield Board of Education)

-and-)

Fairfield School Administrators Association)

Interest Arbitration Award

Under Section 10-153f

Connecticut General Statutes

February 19, 2015

ARBITRATION AWARD

Arbitration Panel:

Leslie A. Williamson, Jr., Esq., Chair, Representing the Interests of the Public

John M. Romanow, Esq., Representing the Interests of the Fairfield Board of
Education

James C. Ferguson, Esq., Representing the Interests of the Fairfield School
Administrators Association

Appearances:

For: Fairfield Board of Education

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I. The Proceedings

The Fairfield Board of Education (hereinafter Board) and the Fairfield School Administrators Association (hereinafter Association) are parties to a Collective Bargaining Agreement covering the period July 1, 2012 to June 30, 2015. Pursuant to the applicable provisions of Section 10-153a *et seq.* of the Connecticut General Statutes, as amended, the parties commenced negotiations on a successor agreement. Through the negotiation and mediation process, the parties reached an agreement on all issues, ratified the agreement and filed their collective bargaining agreement with the town. The town rejected the agreement. Thereafter, the matter was submitted to arbitration before this Arbitration Panel.

In accordance with the timelines of the aforementioned statute and pursuant to Notice sent by the Connecticut Department of Education, the Arbitration Panel commenced the arbitration proceeding on January 7, 2015. This initial session was administrative in nature. A second, duly noticed arbitration hearing was held on January 26, 2015. In accordance with statutory requirements, all hearings were held in the school district. The initial hearing was held at the Fairfield Board of Education, 501 Kings Highway East, Fairfield, Connecticut. The second hearing was held at Fairfield Warde High School, 755 Melville Avenue, Fairfield, Connecticut.

At the hearings the parties were provided with a full opportunity to introduce evidence, examine and cross-examine witnesses and to make argument. Attorney Stephen M. Sedor and Attorney John M. Gesmonde made evidentiary presentations. In addition, the following individuals testified under oath: Robert Mayer, Fairfield Town CFO; Carlton Lindgren, Consultant, Aon Hewitt; Steve May, Consultant, Milliman, Inc.; and, Philip Dwyer, Chair, Fairfield Board of Education. A stenographic record of the proceedings was taken and transcribed but not provided to the Panel.

At the January 26, 2015 hearing, the parties completed the introduction of all evidence and submitted their final last best offers on the unresolved issue. The arbitration hearing was declared closed effective February 1, 2015.

Both parties filed timely post-hearing briefs and reply briefs in accordance with the briefing schedule established on January 26, 2015. On February 10, 2015, the Arbitration Panel held an executive session. This Award follows the thoughtful deliberation of the Panel after careful study of the record in its entirety.

II. Statutory Factors

Section 10-153(c)(4) of the Connecticut General Statutes sets forth the factors to be considered by the arbitration panel when selecting between the parties' last best offers on each disputed issue. In pertinent part, the Section reads as follows:

In arriving at a decision, the arbitrators or the single arbitrator shall give priority to the public interest and the financial capability of the town or towns in 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 irrebuttable 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. The arbitrators or single arbitrator shall further consider, in light of such financial capability, the following factors: (A) The negotiations between the parties prior to arbitration, including the offers and the range of discussion of the issues; (B) the interests and welfare of the employee group; (C) changes in the cost of living averaged over the preceding three years; (D) the existing conditions of employment of the employee group and those of similar groups; and (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.

III. Disputed Issue, Discussion and Award

This Section sets forth the last best offer of each party on the single issue in dispute. The Arbitration Panel is mandated by statute to select either the Board's last best offer or the Association's last best offer. In making its selection, the Arbitration Panel based its decision on the statutory factors, in light of all documentary and testimonial evidence presented and arguments made by the parties at the hearing and in post hearing briefs.

Issue 1

Article XII—Benefit Program

A. Last Best Offers:

The Board's Last Best Offer is found on pages 5A-5D.

The Union's Last Best Offer is found on pages 5E-5F.

LAST BEST OFFER OF THE FAIRFIELD BOARD OF EDUCATION**ARTICLE XII**
BENEFIT PROGRAMS

Any employee electing coverage under the dental plan will pay effective July 1, 2015, 21% of the total premium rate; effective July 1, 2016 22% of the total premium rate; and effective July 1, 2017 23% of the total premium rate. If the Board implements a self-insured insurance plan, the premium cost share will be based on the allocation rate. If it is an insured plan, the premium cost share will be based on the fully equivalent rate.

A. The Board agrees to offer the following health insurance coverages for all eligible employees and families including eligible dependents.

1. The primary health insurance plan shall be a High Deductible Health Plan ("HDHP") with a Health Savings Account ("HSA") and shall have the following plan design:

Benefit Description	Health Savings Account	
	In Network	Out of Network
Medical Benefits		
Deductible (Ind/fam)	\$2,000/\$4,000	
Coinsurance	10%	30%
Out-of-Pocket Maximum	\$4,000/\$8,000	\$6,000/\$12,000
Lifetime Maximum	Unlimited	
Office Visit Copays	10% after ded	30% after ded.
Specialist Copay	10% after ded	30% after ded.
Hospital Copay	10% after ded	30% after ded.
Urgent Care Copay	10% after ded	Not Covered
Emergency Room Copay	10% after ded	10% after ded.
Outpatient Surgery Copay	10% after ded	30% after ded.
Well Child Care	\$0	30% after ded.
Periodic, Routine Health Exam	\$0	30% after ded.
Routine Eye Exams	\$0	30% after ded.
Routine OB/Gyn Exam	\$0	30% after ded.
Mammography	\$0	30% after ded.
Hearing Screening	\$0	30% after ded.
Outpatient MH/SA	10% after ded	30% after ded.
Diagnostic Lab and X-Ray (hosp affiliated)	10% after ded	30% after ded.
Diagnostic Lab and X-Ray (free standing)	10% after ded	30% after ded.
Allergy Services	10% after ded	30% after ded.
Semi-Private Room	10% after ded	30% after ded.
Inpatient MH/SA	10% after ded	30% after ded.
Skilled Nursing Facility	10% after ded	30% after ded.
Inpatient Rehabilitative Services	10% after ded	30% after ded.
High Cost Diagnostics	10% after ded	30% after ded.
Ambulance	10% after ded	10% after ded.
Outpatient Rehabilitative Services	10% after ded	30% after ded.
Durable Medical Equipment	10% after ded	30% after ded.
Prescription Benefits	Proposed Health Savings Account	
Retail Generic	\$15	20% after ded.
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	
Mail Order Generic	\$30	
Mail Order Brand Formulary	\$50	
Mail Order Brand Non-Formulary	\$80	
Rx Annual Maximum	Unlimited	

Notes:

out-of-pocket maximum equals deductible, copays, and coinsurance maximum

high cost diagnostic procedures include CAT, CTA, PET, SPECT, MRA and MRI
options assume mandatory generic substitution, and 30 day supply at retail, unless specified DAW

Rx costs are considered medical expenses and apply toward the specific deductible and OOP maximum. Once the deductible is reached, Rx converts back to copays (HSA)

- **Deductible Funding:** The Board shall contribute into the HSA the following:
 - 50% of the deductible effective July 1, 2015;
 - 40% of the deductible effective July 1, 2016;

- 40% of the deductible effective July 1, 2017

The funding of the Board's portion of the deductible will be deposited on September 1st of each year. Upon retirement or separation from employment, the Board does not contribute to the HSA.

- PCS for the HDHP: The Employee will pay the following cost contributions for medical and prescription coverage:
 - Effective July 1, 2015: 22% of the total premium rate
 - Effective July 1, 2016: 23% of the total premium rate
 - Effective July 1, 2017: 24% of the total premium rate

2. The PPO plan will be offered on a buyup basis and shall have the following plan design:

Benefit Description		
PPO		
Medical Benefits	In Network	Out of Network
Deductible (ind/fam)	\$0	\$325/\$650/\$975
Coinsurance	0%	20%
Out-of-Pocket Maximum	\$5,000/\$10,000	\$1,075/\$2,150/\$3,225
Lifetime Maximum	Unlimited	Unlimited
Office Visit Copays	\$35	20% after ded.
Specialist Copay	\$40	20% after ded.
Hospital Copay	\$300	20% after ded.
Urgent Care Copay	\$35	Not Covered
Emergency Room Copay	\$200	\$150
Outpatient Surgery Copay	\$150	20% after ded.
Well Child Care	\$0	20% after ded.
Periodic, Routine Health Exam	\$0	20% after ded.
Routine Eye Exams	\$0	20% after ded.
Routine OB/Gyn Exam	\$0	20% after ded.
Mammography	\$0	20% after ded.
Hearing Screening	\$0	20% after ded.
Outpatient MH/SA	\$35	20% after ded.
Diagnostic Lab and X-Ray (hosp affiliated)	\$0	20% after ded.
Diagnostic Lab and X-Ray (free standing)	\$0	20% after ded.
Allergy Services	\$35	20% after ded.
Semi-Private Room	\$300	20% after ded.
Inpatient MH/SA	\$300	20% after ded.
Skilled Nursing Facility	\$300	20% after ded.
Inpatient Rehabilitative Services	\$300	20% after ded.
High Cost Diagnostics	\$100	20% after ded.
Ambulance	\$0	\$0
Outpatient Rehabilitative Services	\$35	20% after ded.
Durable Medical Equipment	\$0	*20% after ded.
Benefit Description		
Prescription Benefits	Proposed Revised PPO	
Retail Generic	\$15	20% after ded.
Retail Brand Formulary	\$30	
Retail Brand Non-Formulary	\$50	
Mail Order Generic	\$30	
Mail Order Brand Formulary	\$60	
Mail Order Brand Non-Formulary	\$100	
Rx Annual Maximum	Unlimited	

Notes:

out-of-pocket maximum equals deductible, copays, and coinsurance maximum

high cost diagnostic procedures include CAT, CTA, PET, SPECT, MRA and MRI

30 day supply at retail, unless specified DAW

- PCS for the PPO Buy-up: Effective July 1, 2015, for employees who select the PPO Plan, the employee shall pay the difference in cost between the employer's

total cost of the HDHP (employer premium plus the employer deductible contribution) and the total cost of the PPO plan.

Last Best Offer (hereinafter "LBO") of Fairfield School Administrators Association**Re: Benefit Programs****Article XII – Benefit Programs, Section 1 – Health Insurance (Language preceding A and A):**

The Board agrees to offer the following health insurance coverage for all eligible employees and families including eligible dependents. If the employee elects coverage under the PPO Plan, the Employee will pay:

- Effective July 1, 2015: 23% of the total premium rate
- Effective July 1, 2016: 24% of the total premium rate
- Effective July 1, 2017: 25% of the total premium rate

Any employee electing coverage under the Rx Drug Plan, will pay the same premium cost share as in effect for the PPO. Any employee electing coverage under the dental plan will pay effective July 1, 2015, 21% of the total premium rate; effective July 1, 2016 22% of the total premium rate; and effective July 1, 2017 23% of the total premium rate. If the Board implements a self-insured insurance plan, the premium cost share will be based on the allocation rate. If it is an insured plan, the premium cost share will be based on the fully equivalent rate.

A. The medical insurance co-pays for PPO services shall be as follows:

Medical Benefits	PPO	
	In Network	Out of Network
Deductible (ind/fam)	\$0	\$325/\$650/\$975
Coinsurance	0%	20%
Out-of-Pocket Maximum (1)	\$5,000/\$10,000	\$1,075/\$2,150/\$3,225
Lifetime Maximum	Unlimited	Unlimited
Office Visit Copays	\$35	20% after ded.
Specialist Copay	\$40	20% after ded.
Hospital Copay	\$275	20% after ded.
Urgent Care Copay	\$35	Not Covered
Emergency Room Copay	\$150	\$150
Outpatient Surgery Copay	\$100	20% after ded.
Well Child Care	\$0	20% after ded.
Periodic, Routine Health Exam	\$0	20% after ded.

Routine Eye Exams	\$0	20% after ded.
Routine OB/Gyn Exam	\$0	20% after ded.
Mammography	\$0	20% after ded.
Hearing Screening	\$0	20% after ded.
Outpatient MH/SA	\$35	20% after ded.
Diagnostic Lab and X-Ray (hosp affiliated)	\$0	20% after ded.
Diagnostic Lab and X-Ray (free standing)	\$0	20% after ded.
Allergy Services	\$35	20% after ded.
Semi-Private Room	\$275	20% after ded.
Inpatient MH/SA	\$275	20% after ded.
Skilled Nursing Facility	\$275	20% after ded.
Inpatient Rehabilitative Services	\$275	20% after ded.
High Cost Diagnostics ⁽²⁾	\$75	20% after ded.
Ambulance	\$0	\$0
Outpatient Rehabilitative Services	\$35	20% after ded.
Durable Medical Equipment	\$0	20% after ded.
Benefit Description		
Prescription Benefits ⁽³⁾	PPO	
Retail Generic	\$15	20% after ded.
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	
Mail Order Generic	\$30	
Mail Order Brand Formulary	\$50	
Mail Order Brand Non-Formulary	\$80	
<u>Rx Annual Maximum</u>	<u>Unlimited</u>	

(1) Out-of-Pocket maximum equals deductible, copays, and coinsurance maximum

(2) high cost diagnostic procedures include CAT, CTA, PET, SPECT, MRA and MRI

(3) mandatory generic substitution, and 30 day supply at retail, unless specified DAW

B. Discussion

The statute directs the Panel to consider the evidence and argument of the parties in light of the statutory factors.

1. Public Interest

The statute does not define the term public interest. Rather, it provides both the parties and the Arbitration Panel with the flexibility to determine the public interest based upon the uniqueness of each particular town, which is derived from the evidence submitted by the parties.

However, generally speaking, it is in the public interest to have and maintain an efficient and effective public school system. Concomitantly, it is in the public interest to ensure quality administrators are attracted to and retained by the school system. Therefore, the compensation and benefit plans play an important role in securing the services of a quality administrative staff.

In this case, the Association has emphasized that the administrators play an important part in the educational leadership team of the Fairfield Public Schools. It is in the public interest for the Board and the Association to have and maintain a positive relationship. In the collective bargaining arena, this positive relationship is enhanced when both parties come to an agreement at the negotiating table.

While overlapping with the factor of financial capability, it is also in the public interest for the town to be financially stable since unreasonable financial obligations may impose a reduction of services to the taxpayers. The tension between the public interest in having an efficient and effective school system and the public interest in maintaining a financially sound and flexible economic base is evidenced, in part, by the fact that in 2014 the Board made numerous cuts and reallocations to its proposed budget. (Dwyer 1)

Prior fiscal years also required cuts in the Board's proposed budget. In 2011-2012, the Board eliminated of both certified and non-certified staff positions in order to meet its budgetary constraints. However, no administrator lost his or her job during that period. (Board Brief at 8) This fact serves to underscore the administrators' educational leadership role in the efficient and effective operation of the school system. Additionally, Fairfield has the third lowest ratio of administrators to teachers and administrators to students in Southern Fairfield County (about 17% below average). (Board 1, Exhibit 12 at 32)

The Board approved the negotiated administrators' agreement by a vote of 6-2. This is an expression of the public interest. Juxtaposed to the Board's vote is the vote of the Representative Town Meeting (hereinafter RTM), which rejected the agreement by a vote

of 21-20¹. This was also an expression of the public interest. As such, we consider carefully both votes, with a more detailed analysis of the Board's involvement in the History of Negotiations section.

After the Board and the Association reached an agreement, the Board Negotiating Committee sent the collective bargaining agreement, as required by statute, to the RTM by memorandum dated December 2, 2014. The Board's Negotiating Committee consisted of the superintendent of schools, three Board members, a Board of Finance member, the Board's Director of Human Resources and Board Counsel. (Board 2, Tab 5 at 1-16) The Executive Summary describing the agreement notes several language changes, salary increases, increases in the co-pays for the PPO plan and a provision reopening the agreement if the group health plan triggers the "Cadillac Tax." (Board 2, Tab 5 at 4-5)

The Minutes of the December 15, 2014 regular meeting of the RTM contained the following:

ITEM 7 ON CALL: TO CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION RECOMMENDED BY THE BOARD OF EDUCATION²: "RESOLVED, THAT IN ACCORDANCE WITH CONNECTICUT GENERAL STATUTE 10-153(B) [sic], THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE FAIRFIELD SCHOOL ADMINISTRATORS ASSOCIATION, FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2018 IS REJECTED." (Union 1, History of Negotiations Tab at 129, emphasis in original)

The RTM debated the resolution with various representatives speaking against and in favor of the resolution. Included in the commentary in favor of the resolution were the following remarks:

"This is a contract we are getting which is just one option. It's a PPO plan. I would have liked to have seen an HSA come in." Representative Tymniak....

"Now would be the time to change the plan as an entirety." Representative Tymniak....

¹ The Connecticut General Statutes provides that a negotiated collective bargaining agreement is binding on the town unless its legislative body rejects such agreement within a specified time. (See: Subsection (b) of Section 10-153d of the Connecticut General Statutes)

² We are dubious that the Board recommended rejection of the agreement. There is no evidence in the record of such a recommendation. In fact, the Board vote to approve the agreement and the responses by Board Counsel during the RTM meeting indicates otherwise. (Union 1, History of Negotiations Tab at 129)

“We know we have this Cadillac Tax in the wings, but we haven’t done anything to skinny down the medical piece of it so we’re kicking the can down the road and I guess we’re just hoping that we’ll figure out something in 2018. I don’t think that’s a responsible way to be a steward of taxpayer dollars with fingers crossed going into 2018...I think we are kicking the can down the road on the medical side...” Representative Mackenzie.... (Board Brief at 7, references omitted; see also DVD)

As the Minutes reflect, the discussion centered almost exclusively on the health benefit plan and its financial implications. This is the single issue before us. (Union 1, History of Negotiations Tab at 129-131; see also DVD)

Noteworthy, a similar discussion occurred on November 24, 2014, three weeks prior to the vote on the administrators’ agreement. This was when the RTM voted on the teacher’s contract, which contained the exact PPO plan that the administrator’s agreement contained. During the discussion of the teachers’ agreement one representative noted, “This is the largest employee contract and it will shape the budget for the next three years.” (Union 1, History of Negotiations Tab at 118) This agreement was not rejected by a vote of 37 to 7.³ We will more fully explore the comparisons of the teachers’ agreement and the administrators’ agreement in the section titled, the existing conditions of employment of the employee group and those of similar groups.

The Board argues in its well-crafted brief, “The public, acting through its Town representatives, has expressed an interest in imposing fiscal restraints upon Board of Education spending. The Board’s Last Best Offer promotes this interest by mitigating the rise in health care costs over the life of the Contract.” (Board Brief at 9)

In evaluating the public interest we are well aware of the responsibility imposed on the RTM. But, in analyzing the evidence the public interest tilts to the Association’s last best offer. We reach this conclusion for several reasons. First, the vote of the elected Board in ratifying the agreement is certainly an expression of the public interest. Second, the vote of the RTM, 21 to 20, rejecting the agreement does not persuade us that the public interest clearly dictates acceptance of the Board’s last best offer. And, third, if it was in the public interest for the RTM not to reject the teacher’s agreement, which contains the identical health benefit with a lower employee cost share and a greater fiscal impact, it is difficult to embrace the rejection of the administrators’ health benefit as being in the public interest.

We would be remiss if we did not address an argument raised by the Association related both to the public interest and the history of negotiations. It opines, “Significantly, of the

³ The resolution before the RTM read: “RESOLVED, THAT IN ACCORDANCE WITH CONNECTICUT GENERAL STATUTE §10-153D(B) [sic], THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE FAIRFIELD EDUCATION ASSOCIATION, FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2018, IS REJECTED.” The resolution failed by a vote of 7 in favor, 37 opposed and 1 abstention.

seventy-five (75) interest arbitration awards over the past twenty (20) years, from 1994 through 2014, where the contract was rejected, the party whose LBO mirrored the parties' agreement has prevailed. See Introduction section, PP 931-33, attached hereto as Exhibit B. The FSAA's LBO is identical to the language in the parties' agreement, which was rejected by the RTM." (Association Brief at 5)

The Board retorts, "If a legislative body's rejection of a Contract automatically equated to an award of the Union's Last Best Offer, then Section 10-153d(b) would have no meaning. A Town's rejection of a Contract would be nothing more than a hollow act that would nevertheless be overturned automatically upon the commencement of arbitration." (Board Brief at 12, see also Board Reply Brief at 2)

We agree with the Board. The fact that a legislative body rejects an agreement does not mean that the party offering the terms of a ratified agreement will be automatically awarded their last best offer. To do so would be contrary to the legislative scheme of the binding arbitration law. This Panel, and every other arbitration Panel, has the statutory mandate and obligation to assess last best offers based on the evidence and the statutory criteria. But, the converse is also true. Just because a town legislative body rejects a negotiated agreement does not mean that the arbitration Panel must automatically award a last best offer that is supported by such body. We are still obligated to apply the evidence before us to the statutory criteria. We have done so here, concluding that the public interest favors the last best offer of the Association.

(B) Financial Capability

The term financial capability is a shortened version of the statutory consideration. In whole it reads: "the financial capability of the town or towns in 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 irrebuttable 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."

The Board's last best offer is projected to "mitigate," i.e. "reduce the rise in insurance costs over the life of the Contract" (Board Brief at 4) in the approximate amount of \$178,000. The Association's last best offer is projected to "mitigate" in the amount of \$130,316. There is a difference between the last best offers of \$47,684 over the three-year duration of the agreement or approximately \$15,894 a year. Thus, under this factor the question is whether Fairfield has the financial capability to pay an additional \$15,894 per year over the Board's last best offer. After a careful review of the financial evidence submitted by the parties, the Majority concludes that it does.

Fairfield, a town of approximately 60,450 residents, has an AENGLC⁴ ranking of 16⁵. (Board 1, Exhibit 4) It is in the DRG B⁶ comparison group; indicating a high economic

⁴ AENGLC is defined in §10-261(a)(5) of the General Statutes as the "equalized net grand list divided by the total population of a town multiplied by the ratio of the per capita income of the

level. (Board 1, Exhibit 1) Fairfield has a bond rating of Aaa from Moody's, one of 18 municipalities in the state with such a high bond rating. Standard & Poor's gives it an AAA rating, as does Fitch.

The Comprehensive Annual Financial Report (hereinafter Report) for the year ending June 30, 2014 best provides a summary of Fairfield's financial capability. It states:

The Town has a significant tax base that continually ranks within the five largest of the state; it has very high wealth and income levels; has a moderate debt burden, which is planned for quick retirement; and its pension plans remain at high funding levels. These facts are echoed within the municipal credit industry. Fairfield is one of a small handful of towns and cities throughout the United States that has been awarded the esteemed AAA rating by Moody's Investor Services, Standard & Poor's and Fitch Ratings. All three of these services have reconfirmed their highest ratings on Fairfield during the past year. (Board 1, Exhibit 15 at 3)

The Report goes on to state, "The Town did approve a formal fund balance policy that set the minimum fund balance at least 7.25% for the current fiscal year, to be increased in subsequent years up to 11.00%." (Board 1, Exhibit 15 at 4) Fairfield's officials have been responsible stewards of public finances. As the Fitch Reporting Services noted, "the Town's sound operating results are the result of its strong financial management, prudent fiscal policies and conservative budgeting practices." (Board 1, Exhibit 15 at 4) The award of the Association's last best offer will not disturb Fitch's conclusion.

Over 82% of the grand list is based on residential property. (Mayer 1) And, while the tax rate has increased (Mayer 2), the tax collection rate remains high at approximately 98.9%. (Board 1, Tab 5 at J)

Both the Board and the Association have introduced a significant amount of financial data. (See generally Board 1, Exhibits 1 through 7 and 22; Association 1, Financial Capability Tab at 66E) In its argument the Board notes, "... just because Fairfield is ranked high on the AENGLC scale does not mean that it is without substantial financial demands." (Board Brief at 11) However, even with those demands, which we have reviewed, Fairfield has the financial capability to fund the Association's last best offer.

town to the per capita income of the town at the one hundredth percentile among all towns in the state ranked from lowest to highest in per capita income."

⁵ Fairfield's 2014-15 AENGLC ranking was 18. It moved up two ranks in the 2015-16 AENGLC ranking.

⁶ Towns and cities in the state are grouped into nine separate District Reference Groups or DRGs based on several data indicators: medium family income, parental education, percentage of families living with a single parent, percentage of public school children eligible to receive free or reduced price meals, percentage of children whose families speak a language other than English at home and the number of students attending schools in the district.

(C) The negotiations between the parties prior to arbitration, including the offers and the range of discussion of the issues.

A negotiated settlement between the parties was achieved prior to the opening of an arbitration session. This came after five negotiation sessions and one mediation session. Several areas of the agreement were negotiated, including salaries. With regard to health care, "The Board's First Set of Proposals proposed an HDHP with an HSA as its core plan, while allowing Administrators to 'buy up' into a PPO plan if they were ineligible to participate in the HDHP.... The Union proposed a continuation of the existing PPO plan, with a slightly increased premium cost share from 21% to 22% and increases to certain medical copayments...." (Board Brief at 11, references omitted)

"Although the Board had first proposed an HDHP, it agreed to continue to offer a PPO plan, with design modifications, including increases in copays; and with an increase in the Administrator's premium cost shares to 23% in year 1; 24% in year 2 and 25% in year 3." (Board Brief at 12) It was an agreed plan that was ratified by the Association on November 20, 2014 and the Board on December 1, 2014.

A new provision was also added to the agreement. It read: "If the cost of the group health plan or plans offered under this Agreement triggers an excise tax (the "Cadillac Tax") under the Internal Revenue Code or any other related local, state or federal statute or regulation, the parties agree to open negotiations for the purpose of addressing the impact of said tax upon the parties per Connecticut General Statute §10-153f(e)." (Board 2, Tab 2 at 4-5)

Where the parties have negotiated in good faith, as they did here, with the opportunity to exchange and discuss a full range of demands including a HDHP, we give weight to the agreement that resulted from such negotiations (and mediation session). Thus, the history of negotiations supports the last best offer of the Association. Noteworthy, while it could have done otherwise, the Association did not alter the terms of the negotiated agreement in its last best offer.

(D) Interest and Welfare of the Employee Group

The Board opines that its "...Last Best Offer proposes and HDHP plan that is projected to result in a mitigation of insurance costs to the Board while also providing a potential savings to the bargaining unit. At the same time, it offers the Administrators the option of keeping a PPO plan with a modest "buy-up." These factors promote the interests of the bargaining unit and weigh in favor of awarding the Board's Last Best Offer." (Board Brief at 14)

We find that the interest and welfare of the administrators is best expressed by their last best offer. In negotiations, the Board originally proposed a HDHP plan that the administrators elected not to accept. In assessing that proposal, the administrators determined that their interests and welfare were more closely tied to the PPO plan, which was eventually contained in the ratified agreement. Additionally, the language of the new

agreement permits the Board to establish a HSA plan as a voluntary alternative to the PPO plan. Thus, if this voluntary alternative is truly in the interest and welfare of the administrators they presumably will take advantage of it.

(E) Cost of living

While this factor does not weigh in favor of either the Board or the Association on the issue before us, both parties agree that the CPI-U for the past three calendar years is 5.2%, i.e., 2.1% in 2012, 1.5% in 2013 and 1.6% in 2014.

(F) The existing conditions of employment of the employee group and those of similar groups

We review two “similar groups” beginning with the Fairfield teachers’ agreement. The teachers’ agreement contained a PPO plan identical to the Association’s last best offer but with premium contributions that were 2% lower in each year⁷. Prescription co-pays would also be less for the teachers⁸. As previously noted, the teachers agreement was approved by both the Board and the RTM.

Both the Board and the Association provide considerable evidence on the health plans of other administrator agreements. They each compare both plan design and contribution levels. (See generally Association 1, Tab--Salaries, Fringe Benefits and other Conditions of Employment at 39-46 and DVD; and, Board Flash Drive) As the Board notes, “An analysis of Administrator Contracts in comparable school districts demonstrates a clear trend in favor of implementing HDHPs.” (Board Brief at 14) It goes on to observe, “In the Towns contiguous to Fairfield, three (3) of the five (5) boards of education have implemented an HDHP as either the sole plan, as a plan option or as a ‘buy-up.’” (Board Brief at 14)

The Board is correct that there is a trend toward the HDHP, either as a standalone, as an option or with a PPO buy-up provision. The Board observes, “In Towns having similar AENGLC rankings, five (5) boards of education have implemented an HDHP.” (Board Brief at 15) The Board references: Ridgefield (AENGLC⁹ ranking of 9); Region 9 (AENGLC ranking of 18); Essex, (AENGLC ranking of 21); Essex (AENGLC ranking of 24); and Woodbridge (AENGLC ranking of 22). However, we note that Easton (AENGLC ranking of 18) has a PPO only benefit as does New Canaan (AENGLC ranking of 2) and Wilton (AENGLC ranking of 6)¹⁰.

⁷ The teachers’ premium contributions are: 21% for 2015-16; 22% for 2016-17; and, 23% for 2017-18. For the same period of time if the PPO plan were awarded, the contributions would be 23%, 24% and 25%.

⁸ The teachers’ co-pays are \$10/\$25/\$40 for retail and \$10/\$25/\$40 for mail order. The administrators would be \$15/\$25/\$40 for retail and \$30/\$50/\$80.

⁹ See Board 1, Tab 3 for the 2015-2016 AENGLC rankings.

¹⁰ We compared Union 1, Salaries, Fringe Benefits & Other Conditions of Employment, chart HDHP/HAS Premium Contribution with Health Insurance Premium Contribution chart, to

The Board continues, "Thirteen (13) of the boards of education in DRG B have also implemented an HDHP." (Board Brief at 15) These are: Greenwich, Farmington, Brookfield, Simsbury, Glastonbury, Region 5, Newtown, Monroe, Region 15, New Fairfield, Granby, South Windsor and West Hartford. However, these are not all exclusive HDHP plans. But we note that here, the agreement provides for the HDHP as a voluntary alternative to the PPO. Thus, even if the Association's last best offer is accepted, administrators do have the option.

In the agreed upon language, subsection F. of Section 1 of Article XII reads:

The Board may implement a comprehensive plan as an alternative to, and not in lieu of, the PPO plan; and may also implement an HSA plan as another voluntary alternative to, and not in lieu of, the PPO plan. Details, such as the deductibles and co-insurance, and premium cost share of the comprehensive or HSA plan shall be determined by the Board. Participation by an administrator in the PPO plan, the comprehensive plan or HSA shall be entirely at the option of the administrator.

Even if there is a trend toward HDHP/HSA plans, with or without buy-up provisions, our next level of inquiry is to compare plans. In doing so we will focus here on the premium cost share. With the PPO plan the Association is proposing a cost share of 23%, 24% and 25% over the three-year duration of the agreement. This is higher than comparative PPO plans.

The Board is offering a HDHP with premium cost share of 22%, 23% and 24%. As the Board observes, "... Bridgeport administrators pay premium cost shares of 23% [2014-15]; 24% [2015-16] and 25% [2016-17]." (Board Reply Brief at 3) Additionally, the Board notes, "Southington also charges its employees more in premium cost shares, with employees paying 25% in 2016." (Board Brief at 3) But, that 25% figure is for those employees who do not participate in a wellness plan. For those that do, the cost share is 20%. There are 20 boards of education with cost shares of 20% or more but only Bridgeport is higher than the Board's proposal. Of the remaining 19, ten are at 20%, five at 21% and four at 22%. (Board Reply Brief at 4)

The Board is offering a contribution of 50%, 40% and 40% to the HSA. Thirteen boards contribute less than 50%. (Board Reply Brief at 4) From this the Board contends that is offer "...is not unreasonable when considering that other districts in the State make contributions that are less, including a contribution of zero." (Board Reply Brief at 4)

The parties have also compared the prescription co-pays, the cost of the buy-up and the co-insurance obligation of 10% after the deductible. We have considered carefully there arguments on each.

determine whether boards of education other than those referenced by the Board had an exclusive PPO plan.

While acknowledging the undeniable trend toward the HDHP, on balance, the fact that the Fairfield teachers have the exact PPO plan advanced by the Association and the combined relatively high premium cost share, prescription co-pay and co-insurance obligation leads us to conclude that this factor favors the last best offer of the Association.

(G) 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

The Board reiterates, "According to the undisputed testimony of the Board's insurance consultant, Steve May, approximately 70% of local boards of education in Connecticut have implemented an HDHP as either the sole insurance plan, as an option or as a 'buy-up.'" (Board Brief at 16) The Board continues, "The Board's insurance consultant, Carlton Lindgren, testified that he has extensive experience with insurance plans in the private sector.... According to Mr. Lindgren's undisputed testimony, the Board's Last Best Offer provides a much richer plan than those in the private sector in terms of plan design. (Board Brief at 17)

Incorporating both municipal and private sector health care benefits into our analysis, we conclude that applying the evidence to this factor favors the last best offer of the Board.

3. Award

Based on a review of all evidence introduced at the hearing and the arguments advanced by the parties in light of the statutory criteria the **Last Best Offer of the Fairfield School Administrators Association is awarded on Issue #1.** Mr. Romanow dissents.

IV. Agreed Upon Language

Section 10-153f(c)(4) of the Connecticut General Statutes states, in pertinent part, “At any time prior to the issuance of a decision by the arbitrators or the single arbitrator, the parties may jointly file with the arbitrators or single arbitrator, any stipulations setting forth contract provisions which both parties agree to accept.”

Based upon this statutory directive, the Arbitration Panel accepts the parties’ jointly filed Agreed Upon Language¹¹ and incorporates such into its Award.

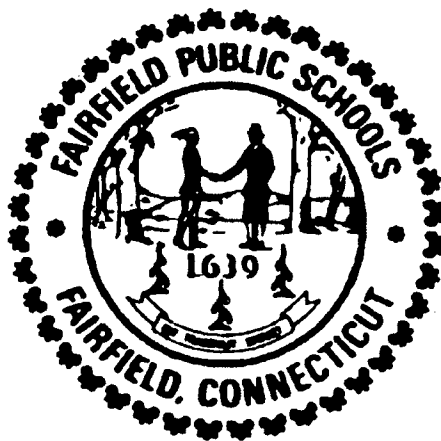
¹¹ The Agreed Upon Language is separately paginated in the top right hand corner commencing with page 1 and ending with page 39.

FAIRFIELD

SCHOOL

ADMINISTRATORS

ASSOCIATION



JULY 2015 – JUNE 2018

Handwritten signature: Stephen M. Hill
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AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED by and between the Fairfield Board of Education (hereinafter referred to as the "Board") and the Fairfield School Administrators' Association (hereinafter referred to as the "Association").

ARTICLE I

GENERAL

Section 1

This Agreement is negotiated under Section 10-153 (a) through 10-153 (g) of the General Statutes of the State of Connecticut, as amended in order:

- (a) To fix for its term the salaries and all other conditions of employment provided herein, and;
- (b) To encourage and provide effective and harmonious working relationships between the Board and the Administrative Staff in order that the cause of public education may best be served.

Section 2

The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth. To this end both parties agree to maintain communication to inform about programs, to guide in development and to assist planning and growth either by committee, individual consultation or designated representatives.

Section 3

This Agreement shall constitute the full and only policy of the Board and the Association in the subject areas covered by the specific provisions of this Agreement for the duration of the Agreement unless changed by the mutual consent of both parties or pursuant to ARTICLE XVI hereof. Previously adopted policies, rules or regulations of the Board of Education in conflict with this Agreement are superseded by this Agreement.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Fairfield School Administrators' Association as the exclusive representative of all those certified professional employees in the Fairfield school district who are not excluded from the purview of Sections 10-153a to 10-153n, inclusive, of the Connecticut General Statutes, who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee.

ARTICLE III

AGENCY SHOP

Section 1

Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments.

Section 2

Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Association shall be required to notify the school Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.

Section 3

In the event that a member of the bargaining unit does not join the Association or pay the required service fee by the thirtieth (30th) day as required, that member shall be terminated. The Personnel Office shall institute the necessary procedures for termination provided the Association has complied with the following:

- (a) Sending written notice to the employee (copy to the Personnel Office) that he has not fulfilled his obligations by the requisite date or reasonable period of time thereafter, and that a request for his termination was being made to the Board.
- (b) By stating in the request for termination that such request is in conformance with the provisions of this Article that the employee has not complied with his obligations and that it is an official request of the Association.
- (c) As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

Section 4

The Board shall deduct the service fee from the salary of non-members of the Association bi-weekly and remit the same to the Association treasurer.

ARTICLE IV

TRANSFER & ASSIGNMENTS OF ADMINISTRATORS

Section 1

- A. A transfer is a reassignment from one position to another (except a promotion) or from one location (home base) to another, a modification of a position or change or reclassification in the formula for determining position differentials. Any transfer shall be at the discretion of the Superintendent in the best interest of the school system.
- B. Transfers shall be made after staff has been made aware of opportunities which might exist for voluntary transfers and the meeting of requests and/or preferences of the individual staff member. It is recognized that some involuntary transfers are unavoidable and that frequent transfers can be disruptive to both the program and the individual.
- C. Any employee affected by a potential transfer will be provided an opportunity to discuss the transfer with the Superintendent (or designee) in advance of the decision.

Section 2

- A. If an involuntary transfer results in the administrator being placed into a lower administrator's category salary then he/she will be placed on that step of the appropriate degree column of the respective new administrator's salary schedule such that if possible one will make no less on a per diem basis than earned in the prior assignment from which reassigned.
- B. When it becomes necessary to transfer an administrator resulting in a diminished salary level, the Superintendent shall make reasonable effort to provide appropriate additional employment for the administrator to help mitigate the salary loss involved.
- C. No person shall be reduced in pay except for cause as set forth in the criteria listed in Section 10-151 of the Connecticut General Statutes.

ARTICLE V

REDUCTION OF ADMINISTRATIVE STAFF/ELIMINATION OF POSITION

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, or staff. Further, it is understood that the Board of Education is committed to the policy of recruiting and retaining the best-qualified staff. The criteria used for the selection and retention of staff shall be those which permit the employment/retention of the best qualified.

If, in the Board's opinion, it is necessary to reduce the administrative staff within particular Administrative Classifications (Section F below), the following procedures will be followed:

- A. Should reduction be required, staff will be released within categories in the order listed below:
- a. Non-tenured staff
 - b. Tenured staff with Provisional Certificates
 - c. Tenured staff with Professional Certificate and less than ten (10) years of contractual service in the Fairfield Public Schools.
 - d. Tenured staff with Professional Certificate and ten (10) or more years of service in the Fairfield Public Schools.
- B. Where there are more individuals within the category than necessary to reduce, least senior administrators shall be terminated before more senior administrators, provided that those administrators remaining are, in the judgment of the Superintendent, equally or more qualified to perform the work available after the reduction. This shall be based upon the following criteria: education, certification, unique qualifications, salary status, and job description analysis.
- C. In determining those best qualified within a category, the following point system will be used:

Education:

has an undergraduate and graduate major directly related to the classification	10 points
has either an undergraduate or graduate major directly related to the classification	8 points
has a graduate or undergraduate minor directly related to the classification	6 points

Certification:

possesses a certificate valid for assignments other than classroom teaching and administration	5 points
--	----------

Unique Qualifications:

within the category, is uniquely qualified by training or experience (i.e., the only person in the category) to perform an existing assignment	20 points
--	-----------

Salary Status:

Earned Doctorate	10 points
7th Year	8 points
6th Year	6 points
Master's	4 points
Bachelor's	2 points

Job Description Analysis:

- a. The employee's immediate supervisor will complete an analysis of the extent to which the administrator successfully completes the requirements of the job description and the resulting impact on the quality of the instructional or non-instructional program. The Superintendent shall assign points under this Job Description Analysis as follows:

Not up to Fairfield Expectations	20 points
Up to Fairfield Expectation	0 points
Beyond Fairfield Expectations	+20 points
Greatly Beyond Fairfield Expectations	+45 points

- b. The category of "Not Up to Fairfield Expectations" will not be assigned to a staff member under any item in the job description unless the staff member has been previously made aware, formally or informally, of the concern by the immediate supervisor.
- c. Individuals may request a conference prior to the completion of the Job Description Analysis by the immediate supervisor at which at least the following might be accomplished: (a) the individual and the supervisor will discuss those persons to be "consulted" in the preparation of the Job Description Analysis; (b) the individual might provide the immediate supervisor with any information of which the supervisor might not be aware which is appropriate to the Analysis.
- d. Staff members may add comments at the bottom of the Job Description Analysis before it is submitted to the Superintendent if they feel the Job Description Analysis is not fully representative of their qualifications. The immediate supervisor shall review and comment upon any such addition.
- e. Job Description Analyses will be used only for the purpose of Reduction in Force.
- f. Reviews of point assignments will be undertaken by the Superintendent or designee where it is felt that there may have been an error in computation or in the assignment of points.
- g. In the event an administrator is displaced to an administrative classification with a salary lower than that which the displaced administrator previously enjoyed, such administrator's salary shall be 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement.

After the second year, the Administrator shall receive the salary of the lower level administrator.

h. In the event an administrator is displaced to a teaching position, then, upon the happening of such event, the displaced administrator shall be paid a separation allowance. The separation allowance will be paid in ten (10) equal installments each year commencing on September 1st of the first school year of displacement and computed annually as follows: 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement. After the second year, the Administrator shall receive the salary of the teacher. The staff with the highest accumulation of points awarded will be retained and/or recalled first. In the event of a tie in the total number of accumulated points;

1. The employee with the greatest number of points under the Job Description Analysis shall be retained or recalled first.
2. In the event that there still exists a tie, the employee with the greatest number of years of Fairfield experience under contract in the Classification shall be retained or recalled first.
3. In the event that there still exists a tie, the individual with the greatest number of years under contract in assignments covered by this bargaining unit shall be retained or recalled first.
4. In the event that there still exists a tie, then the individual with the greatest number of years under contract in the Fairfield Public Schools shall be retained or recalled first.
5. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.

D. If, through the above process, an Administrator is subject to Reduction In Force, he/she will be offered an administrative opening, if one exists in any other classification firstly of equal salary and secondly of lower salary, for which the individual is qualified. Open or vacant positions shall include those held by consultants, retirees, temporary assignees or acting appointees.

E. Recall:

- a. Any administrator who, through this process, has been reduced in salary or separated from employment, shall be placed on a re-appointment list and shall remain thereon until re-appointment or for two (2) years, whichever shall first occur, provided such administrator does not refuse a re-appointment.
- b. Administrators shall be recalled to positions for which they are qualified based upon the points previously awarded under Paragraph C above. If re-appointment is offered and is refused, the administrator shall be removed from the re-appointment list.

- c. Individuals on the recall list shall be notified by certified mail of the offer of a position. Said notification shall be sent to the last known address of the individual.
 - d. Notice of the acceptance of the offer must be made by certified mail addressed to the Superintendent of Schools and postmarked two weeks from the date of notification identified in Paragraph c. above.
 - e. An administrator's refusal to accept a position under the recall procedures when the position offered is less in full time equivalency (FTE) or lower salary classification than that held by the individual when separated, will not cause the individual's name to be removed from the recall list.
- F. Classifications referred to in Article V have a work year of 225 days and 23 vacation days. Five vacation days may be taken during the student year with the prior approval of the Superintendent or his/her designee:
 - a. Headmaster (Category I)
 - b. Middle School Principal (Category II)
 - c. Elementary Principal (Category III)
 - d. High School Administrator for Pupil & Guidance Services and Secondary Curriculum Administrator (Category IV)
 - e. Housemaster (Category IV)
 - f. Assistant Principal (Category IV)
 - g. Curriculum Leader and Special Education Coordinator (Category V)
 - h. Athletic Director (Category VI)
- G. The work year of administrators must include all of the student and teacher days in each school year. Any exceptions to this policy shall be at the sole discretion of the Superintendent.
- H. Up to five (5) vacation days may be carried over into the next school year with prior approval of the Superintendent or his/her designee. Such days shall not be taken during the student year.

ARTICLE VI

VACANCIES

- A. When vacancies in administrative positions occur, notice will be posted throughout the district. Notice shall contain the qualifications in terms of education and experience necessary.
- B. Candidates are evaluated by the Superintendent. The Superintendent may seek qualified candidates outside the district. Where in the reasonable judgment of the Superintendent the qualifications of both outside and inside candidates are equal, preference shall be given to qualified administrators of the school district.
- C. Any position which may be vacated temporarily by an administrator for a period, not to exceed a year, or where for an example the appointment may not exist beyond one year, then the administration may fill said assignment with an interim appointment.

ARTICLE VII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. - Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise from time to time with respect to the provisions of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as appropriate at any level of the procedure.

Section 2. - Definitions

- A. A grievance is a violation of the rights of employment allegedly caused by a misinterpretation, misapplication or inequitable application of the Collective Bargaining Agreement or Board of Education policy and the Memorandum of Understanding regarding "Reduction of Administrative Staff/Elimination of Position" dated December 12, 1989. A grievance may also include a claim of failure to follow the established procedures of evaluation and support programs, per §10-151b(a) of the Connecticut General Statutes.
- B. Administrator shall mean any certified professional employee member of this bargaining unit and may include a group of Administrators similarly affected by a grievance.
- C. "Days" when referred to in the time limits hereof, such shall mean days when schools are in session.

Section 3. - Informal

In an effort to resolve the issue, the individual (and/or representatives of the Association) who is aggrieved may discuss the matter informally with his or her immediate supervisor or the person whose decision or action gave rise to the grievance, who, for the purposes of this grievance procedure, shall be referred to as "supervisor". No formal written records are maintained at Section 3.

It is understood that the grievant has attempted to resolve the problem on his/her own before initiating the formal level.

Section 4. - Formal

Failing a resolution of the issue at the informal level in Section 3, the aggrieved individual shall file a written statement of the grievance within thirty (30) days of when the grievant knew or should have known of the act or acts or circumstances upon which the grievance is based with the Superintendent. The written statement will contain the following:

- A. A statement of the nature of the dispute.
- B. A citation of the specific contract or policy language alleged to have been violated (or past practice, policy, and regulation).
- C. A terse statement of what action has given rise to the grievance.
- D. A statement of what remedy the grievant is seeking.

Step 1. - Superintendent's Level

The Superintendent of Schools will schedule a meeting which will take place within five (5) days of receipt of the grievance. Effort will be made at the grievance meeting to resolve the differences between the parties to the dispute. If the grievant and/or The Association and Superintendent agree, however, a meeting may be waived. If a resolution is not possible, the Superintendent will issue a written decision on the matter within five (5) days of the meeting or receipt of the written grievance statement if no hearing is held.

Step 2. - Board of Education Level

If the aggrieved and/or The Association is not satisfied with the Superintendent's decision, he or she may, within five (5) days after the decision, submit the grievance for appeal to the Board. The Board shall, no later than its next scheduled meeting, or within fifteen (15) days, whichever occurs first, meet with the grievant and any representative of The Association for the purposes of hearing the grievance and making a determination in the matter. The Board shall render its decision and the reasons therefore in writing to the aggrieved person with copies to The Association within three (3) days after such meeting.

Step 3. - Arbitration

If The Association is not satisfied with the disposition of the grievance by The Board, it may, within ten (10) days of receipt of such Board decision submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and notifying the Board in writing. The Chairman of The Board and the President of the Association, or their designated representatives shall, within five (5) days after such written notice, jointly select a single arbitrator or request from AAA their listing of available arbitrators. If the parties are unable to agree upon an arbitrator, it is agreed that the selection of an arbitrator shall be determined by the then existing rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the provisions of the Agreement. The decision of the arbitrator shall be final and binding with regard to grievances claiming a misinterpretation, misapplication or inequitable application of the Collective Bargaining Agreement or failure to follow the established procedures of the evaluation and support programs. For alleged misinterpretation, misapplication or inequitable application of policy, the decision shall be advisory unless the parties agree in writing beforehand that such decision shall be binding upon all parties of interest. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Nothing shall prevent either party from attempting to modify, vacate, or enforce such decision in court.

Section 4. - General Provisions

1. If possible, any grievance filed prior to June 1 should be processed within the current school year.
2. Time limits may be extended by mutual agreement, in writing, of the parties involved.
3. The term "Representative of The Association" shall be interpreted to include any representative who may be requested by the FSAA to participate.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. - General

- A. Any tenured certified professional employee may be granted a leave of absence of up to two years without pay for the purpose of study, travel, service in an organization such as VISTA, or the Peace Corps, employment in a field, related to his/her teaching/administrative area, illness or other purpose as approved by the Superintendent.
- B. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.

- C. Any person on leave of absence, upon filing written notice of intent to return at least 120 calendar days prior to expiration of the leave shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.

Section 2. - Childrearing Leave

- A. Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of Schools, or designee, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonable requested portion thereof in which the child is born, adopted, or fostered, and for an additional school year if requested by the employee.
- B. Childrearing leave shall be subject to the following provisions:
1. Employees requesting leave shall submit not less than thirty (30) calendar days written notice of the anticipated date of ending performance of duties.
 2. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.
 3. Any tenured certified professional employee on childrearing leave, upon filing written notice of intent to return at least 60 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools, comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall procedures of this Agreement.
 4. Non-tenured personnel on childrearing leave will be granted priority for a position in Fairfield Public Schools based upon certification. Every reasonable effort will be made to reinstate the person on leave of absence in the present position upon return.
 5. Personnel on childrearing leave who accept full-time employment or employment which approaches full-time may lose rights granted to this section at the discretion of the Superintendent. An individual coming under the provisions of this item is entitled to use of the grievance procedure.

Section 3. - Service in the Armed Forces

The following regulations apply to an administrator in the employment of the Fairfield Board of Education who enters the Armed Forces of the United States during a national emergency:

- A. The same or a similar position in the school system upon his/her return from service.
- B. The salary upon renewal of service in the school system based upon the step in the salary schedule to which the administrator would have been entitled had he/she remained in continuous employment in the system.
- C. Credit for armed forces service time toward all seniority rights to which the administrator is entitled.
- D. An administrator who is under contract at the time of induction into the armed forces but who has not started in the system shall be placed at the head of the list of applicants for any vacancy for which he/she may be eligible at the time of his/her application for reinstatement.
- E. All applications for reinstatement under the above provisions shall be made within 90 days of termination of service in the Armed Forces of the United States.

Section 4. - Sick Leave

- A. All regular employees shall be allowed full days for absence due to personal illness not to exceed fifteen (15) days in each school year. Unused sick leave may be accumulated from year-to-year, provided, however, that the maximum of such accumulation shall not be more than one hundred and fifty (150) days. Notwithstanding the foregoing, any administrator who, prior to July 1, 1993, has accumulated in excess of one hundred and fifty (150) days, may retain and use such excess days, but shall not accrue any new sick days until such excess sick days have been exhausted. A doctor's certificate must be presented in the case of any absence due to illness over ten consecutive school days.
- B. Notwithstanding the foregoing limitations, the Superintendent may allow sick leave with full pay according to the following guidelines:
 - i. Up to thirty (30) additional days for employees with one to five years service with the Fairfield Board of Education.
 - ii. Up to sixty (60) additional days for employees with five to ten years of service with the Fairfield Board of Education.
 - iii. Up to ninety (90) additional days for employees with ten or more years of service with the Fairfield Board of Education.
 - iv. The Board of Education may allow any administrator or supervisor with more than five years of service with the Fairfield Board of Education additional sick leave with

pay equal to the difference between the regular salary of such administrator or supervisor and the pay of his/her substitute.

Section 5. - Permissible Absence

- A. In case of death in the family or immediate household of any regular employee, such employee shall be entitled to leave with full pay for not more than five days.
- B. Up to five days in each school year may be allowed with pay for such absences which, in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable, including the observances of major religious holidays. One of these days, may be taken as a private day, with no restrictions to when the day may be taken.
- C. Up to three additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These three days may be made available to the employee with pay equal to the difference between the regular salary and the pay of the substitute. Such absences are to be exclusive of allowable sick leave.
- D. Any salary deduction shall be calculated on a per diem basis.

Section 6. - Jury Duty

- A. All administrators shall fully utilize the exemption from jury duty provided them under Connecticut General Statutes and if called for jury duty shall provide the Superintendent with documentation of their effort to claim the exemption so that the Superintendent may take all steps necessary to support the exemption.

ARTICLE IX

PROFESSIONAL GROWTH

Administrators have an obligation to maintain the qualifications for their assignment through applicable professional growth. In recognition of the professional contributions to the Fairfield Public School System, and as a means of enhancing professional growth and the educational program of the Fairfield Public School System, the Board agrees to reimburse (subject to prior approval by the Superintendent) members of this Unit for the reasonable expenses of college or university tuition, conference attendance and workshop registration. The Board may also grant leaves of absence for the purpose of professional growth for a maximum of one (1) year subject to mutually agreed upon compensation and fringe benefits. At the expiration of this professional growth leave of absence, the administrator shall be reinstated in a position, similar in responsibilities and equivalent in salary (including any new increment or salary adjustment) to that held by the individual at the time the leave was granted.

The administrator shall report to his/her immediate supervisor, prior to July 1 of each year, on all professional growth activities taken during the year.

ARTICLE X

PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, all deductions currently made will continue according to the practice of the parties.
- B. All requests for deductions must be in writing on approved, authorized forms, executed by the individual administrator.
- C. Deduction changes in kind or amount shall be made by the Board upon proper authorization and only upon no less than thirty (30) days notice.

ARTICLE XI

SALARIES

Section 1

Schedules A, B and C attached hereto reflect salary rates by which all administrators shall be paid during the applicable fiscal years.

Section 2

- A. Employees shall advance or not each year by one step on the salary schedule in effect until reaching step 6, in accordance with the distribution set forth (or to be set forth) in the respective salary schedules.

Section 3

- A. All members shall be placed on the appropriate step in the salary schedule in accordance with their degree status.
- B. Any member who is promoted will not take a decrease in pay if the new position begins at a lower pay. The individual will be placed on the step within the new salary schedule which is equal to or higher in pay than his or her pay in the most previous position. The individual will progress along the new schedule in accord with past practice.

Section 4

Recognition for Advance Study

- A. An employee who can provide satisfactory evidence that he/she has earned 30 graduate credits in an approved program beyond a Certification of Advance Study shall be paid an additional \$2,000 beyond that identified in the schedule. Effective July 1, 1995, new hires who wish to qualify for this stipend must have earned the graduate credits in an approved

doctoral program. The individual will receive the additional stipend for a maximum of a five (5) year period after which the individual moves to the doctoral column if the degree has been earned. Otherwise, the individual will return to the original base salary.

- B. An employee who can provide satisfactory evidence that he/she has earned a Doctoral Degree in an accredited program from an approved university shall be paid an additional \$4,000 beyond that identified in the schedule.

ARTICLE XII

BENEFIT PROGRAMS

Section 1 - Health Insurance

The Board agrees to offer the following health insurance coverage for all eligible employees and families including eligible dependents.

ISSUE IN DISPUTE*

- A. **ISSUE IN DISPUTE ***
- B. Medical insurance plan to have prescription co-pays as stated above.
- C. Full pay dental with rider, additional basic benefits administered by the dental carrier.
- D. A long term disability insurance for the employee providing sixty (60) percent of their respective salary after a one (1) year waiting period. Benefits payable will be for sickness and accident to age 65, rights of survivorship, and primary social security leveled at time of disability. Employees shall pay \$.80 per month as premium cost share.
- E. Each administrator must certify annually on a form provided by the Board as to the dependent status of those enrolled in any of the Board's insurance programs, as well as provide information as to any qualifying events affecting eligibility.
- F. The Board may implement a comprehensive plan as an alternative to, and not in lieu of, the PPO plan; and may also implement an HSA plan as another voluntary alternative to, and not in lieu of, the PPO plan. Details, such as the deductibles and co-insurance, and the premium cost share of the comprehensive or HSA plan shall be as determined by the Board. Participation by an administrator in the PPO plan, the comprehensive plan or HSA shall be entirely at the option of the administrator.
- G. The Board may change carriers and/or plans and/or to fully insure or self insure in whole or in part provided there is substantial equivalency between the old and the new.

***Single Issue**

Section 2 - Health Insurance Cost Containment

- A. Administrators must request physicians to specify medications by their generic titles as approved by the Food and Drug Administration in order to qualify for the prescription drug rider.
- B. Recovery Incentive Program - Administrators are encouraged to scan their hospital bills for overcharges and shall be paid 25% of all monies recovered.
 - 1. Notwithstanding the above, administrators may elect to waive, in writing, all health insurance coverage provided for under this contract, and in lieu thereof, may receive an annual payment of seven hundred and fifty dollars (\$750.00) in cash. Payment to those employees waiving such coverage shall be made in June.
 - 2. Notice of intention to waive insurance coverage must be sent to the Superintendent or his designee not less than ninety (90) calendar days before such waiver is to take effect, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.
 - 3. Any administrator may elect to resume board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.
- C. If the cost of the group health plan or plans offered under this Agreement triggers an excise tax (the "Cadillac Tax") under the Internal Revenue Code or any other related local, state or federal statute or regulation, the parties agree to open negotiations for the purpose of addressing the impact of said tax upon the parties per Connecticut General Statute §10-153f(e).

Section 3 - Health Insurance Upon Retirement

Upon retirement, the Board agrees to offer staff members the option to be covered under the current hospital and medical/surgical plans. Group rate premiums are to be paid quarterly in advance. Retired employees may also continue to be covered by the Major Medical insurance plan. Major Medical Premium payment is due quarterly.

Upon retiring on or after July 1, 1993, administrators with sufficient quarters to qualify for automatic Medicare Part A coverage at age 65 will be covered with medical insurance as required by Connecticut State Statute with costs borne by the employee. This medical coverage will include a Medicare carve out. The Medicare carve out will be designed to coordinate with Medicare in order to provide a similar benefit to those enjoyed by active employees. The Medicare carve out will assume that plan participants are covered by Medicare Parts A and B and these are primary to the Board's medical insurance even in the event that the participant does not take Medicare Part A and Part B.

Section 4 - IRS Section 125 Plan

The Board of Education will implement an IRS Section 125 Plan, applicable to premium cost share, dependent care and un-reimbursed medical expenses.

Section 5 - Term Life Insurance

Each certified employee shall be provided with life insurance in a principal amount equal to two and one half times the staff member's annual contracted salary.

ARTICLE XIII

WORK YEAR

- A. If any administrator's work year is increased beyond that which is currently in effect, by state regulation or state statute, the rate of pay for said additional time shall be negotiated between the Board of Education and the Fairfield Association of School Administrators. If impasse is reached, a resolution of the issue shall be determined by arbitration under the rules and procedures established by the American Arbitration Association. In reaching his decision, the arbitrator shall utilize the criteria provided in Connecticut General Statute Section 10-153(f)(c)(4).
- B. Work year for each administrator is defined in Article V, Section F.

ARTICLE XIV

ADMINISTRATOR FILES

Official administrator files, wherever kept, shall be maintained under the following conditions:

- A. Administrators shall have the opportunity to review and discuss their observation and evaluation with their supervisors. Administrators shall have the right to receive copies of their individual evaluations. The supervisor may acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The supervisor shall have the right to answer any material filed, and the answer shall be attached to the file copy.
- C. Upon appropriate request by the supervisor, he shall be permitted to examine his files.
- D. The supervisor shall be permitted to reproduce any material in his files within five calendar days of his request at his own expense.

- E. Material will be removed from the files when an Administrator's claim that it is inaccurate or unfair is sustained by the Superintendent, Board, Arbitrator, Labor Board, or Court.

ARTICLE XV

MID-CONTRACT NEGOTIATIONS

If, pursuant to the terms of this Agreement or order of the State Labor Relations Board, the parties are required to negotiate any issue during the life of this Agreement, and have reached impasse in such negotiations, any unresolved issue(s) shall be submitted to binding arbitration pursuant to Connecticut General Statutes per Step 3 of the Grievance Procedure by either party within five (5) days after written declaration of impasse is presented to either party by the other. The costs of the arbitration shall be equally borne by the parties.

ARTICLE XVI

NO STRIKE

No Administrator shall engage in a strike or concerted refusal to render services. The Association shall not cause, counsel, sponsor, condone or participate in any strike or concerted refusal to render services.

ARTICLE XVII

GENERAL SAVINGS CLAUSE

If any provisions of this Agreement or any application thereof to any administrator or group of administrators is found contrary to law, then such provision or application will be invalid and subsisting only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

ARTICLE XVIII

MISCELLANEOUS

Inclement Weather Closing: When school is closed due to inclement weather, administrators may work from home rather than report to their respective assignments. Such days shall not be charged to vacation or personal days.

ARTICLE XIX

DURATION

The provisions of this Agreement shall be in full force and effect as of July 1, 2015 and shall continue to remain in full force and effect until June 30, 2018. Negotiations for successor Agreements shall be in accordance with statutory requirements.

FAIRFIELD SCHOOL ADMINISTRATORS' ASSOCIATION

David Ebling, President

Date

FAIRFIELD BOARD OF EDUCATION

Jessica Gerber, Acting Chairman

Date

SCHEDULE A

2015-2016 FAIRFIELD SCHOOL ADMINISTRATION SALARIES

CATEGORIES

STEPS	I	II	III	IV	V	VI
1	\$155,153	\$146,786	\$135,954	\$130,699	\$128,276	\$119,478
2	\$158,196	\$149,659	\$138,603	\$133,239	\$130,767	\$121,787
3	\$162,077	\$153,320	\$141,982	\$136,478	\$133,944	\$124,732
4	\$165,265	\$156,329	\$144,754	\$139,138	\$136,552	\$127,153
5	\$169,004	\$159,855	\$148,008	\$142,259	\$139,614	\$129,988
6	\$174,728	\$165,260	\$153,002	\$147,052	\$145,007	\$134,348

SV - +\$2,000

DR - +\$4,000

SCHEDULE B

2016-2017 FAIRFIELD SCHOOL ADMINISTRATION SALARIES

CATEGORIES

STEPS	I	II	III	IV	V	VI
1	\$155,463	\$147,080	\$136,226	\$130,960	\$128,533	\$119,717
2	\$158,513	\$149,959	\$138,880	\$133,505	\$131,029	\$122,031
3	\$162,401	\$153,627	\$142,266	\$136,751	\$134,212	\$124,982
4	\$165,595	\$156,641	\$145,044	\$139,416	\$136,825	\$127,407
5	\$169,342	\$160,175	\$148,304	\$142,544	\$139,893	\$130,248
6	\$178,222	\$168,565	\$156,062	\$149,993	\$147,907	\$137,035

SV - +\$2,000

DR - +\$4,000

SCHEDULE C

2017-2018 FAIRFIELD SCHOOL ADMINISTRATION SALARIES

CATEGORIES

STEPS	I	II	III	IV	V	VI
1	\$156,551	\$148,109	\$137,179	\$131,877	\$129,432	\$120,555
2	\$159,622	\$151,008	\$139,853	\$134,440	\$131,946	\$122,885
3	\$163,538	\$154,702	\$143,261	\$137,709	\$135,151	\$125,857
4	\$166,755	\$157,738	\$146,059	\$140,392	\$137,783	\$128,299
5	\$170,528	\$161,296	\$149,343	\$143,541	\$140,872	\$131,159
6	\$181,787	\$171,936	\$159,183	\$152,993	\$150,865	\$139,776

SV - +\$2,000

DR - +\$4,000


IMPORTANT PHONE NUMBERS

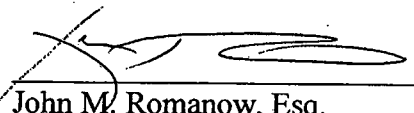
Human Resources	(203) 255-8462
Payroll	(203) 255-8386
Insurance	(203) 255-8381
Certification Board	(860) 566-4561
Retirement Board	(860) 566-5285
Fairfield/Bridgeport Teachers' Credit Union	(203) 576-0554
Town of Fairfield Credit Union	(203) 256-3133

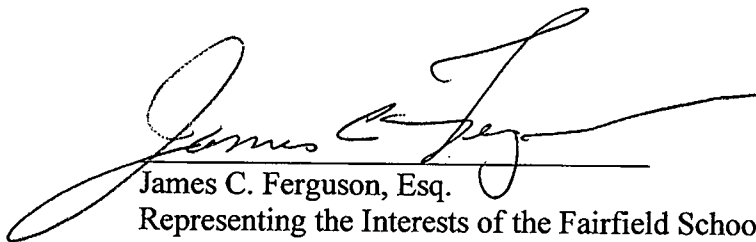
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V. Arbitrators' Signature Page

In the Matter of Fairfield Board of Education
-and-
Fairfield School Administrators' Association
Section 10-153f of the Connecticut General Statutes
Interest Arbitration Award


Leslie A. Williamson, Jr., Esq.
Representing the Interests of the Public in General

 Dissenting
John M. Romanow, Esq.
Representing the Interests of the Fairfield Board of Education


James C. Ferguson, Esq.
Representing the Interests of the Fairfield School Administrators' Association

In the Matter of Binding Arbitration

Between

FAIRFIELD Board of Education

-and-

FAIRFIELD School Administrators Association

Subject _____
(Last Best Offer Binding Arbitration)

**OATH FOR
CHAIRPERSON OF ARBITRATION PANEL OR SINGLE ARBITRATOR**

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

SS: FAIRFIELD

The undersigned, representing the interests of the public in general, being duly sworn and being aware of the requirements for impartiality, hereby accepts the appointment as Chairperson of the Arbitration Panel or Single Arbitrator to arbitrate the above subject and will faithfully and fairly hear and examine the matters in controversy between the above-named parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.



Chairperson, Arbitration Panel or Single Arbitrator

Subscribed and sworn to before me this 7TH day of JANUARY, 2015.



Signature and Title

In the Matter of Binding Arbitration

Between

Fairfield Board of Education

-and-

Fairfield Admin Asst

Subject _____
(Last Best Offer Binding Arbitration)

**OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE LOCAL AND
REGIONAL BOARDS OF EDUCATION**


STATE OF CONNECTICUT

COUNTY OF Fairfield

ss: Fairfield

The undersigned, representing the interests of the local and regional boards of education, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed:


Arbitrator representing the interests of the local
and regional boards of education

Subscribed and sworn to before me this 7th day of January, 2015.


Signature and Title

Commissioner of Superior Court

In the Matter of Binding Arbitration

Between

Fairfield Board of Education

-and-

Fairfield School Administrators Association

Subject _____
(Last Best Offer Binding Arbitration)

**OATH FOR
ARBITRATORS REPRESENTING THE INTERESTS OF THE EXCLUSIVE BARGAINING
REPRESENTATIVES OF CERTIFIED EMPLOYEES**

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

ss: Fairfield

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: _____

Arbitrator representing the interests of exclusive
bargaining representatives of certified employees

Subscribed and sworn to before me this 26 day of January, 2015.

Signature and Title

Commissioner of Superior Court

FAIRFIELD PUBLIC SCHOOLS
HUMAN RESOURCES OFFICE

MEMORANDUM

TO: Betsy Browne, Pam Iacono, Dave Title, Phil Dwyer

FROM: Ann Leffert

DATE: March 4, 2015

SUBJECT: RTM Special Meeting – March 19, 2015

The language enclosed with this memo (Sec. 10-153f, subdivision 7) is excerpted from the Connecticut statute pertaining to rejection of an arbitration panel award. Subdivisions 2 and 4 are referenced in subdivision 7 and are included for your information.

All members of the RTM have a copy of the arbitrators' decision regarding the contract of the Fairfield School Administrators Association, which was reported to have been received by the Town Clerk on February 24, 2015.

CT Statutory Language Regarding Arbitration

Statute language describing the process if the legislative body of the town rejects an arbitration award (arbitration award reported to be received by Town Clerk on February 24, 2015)

(7)

The award of the arbitrators or single arbitrator may be rejected by the legislative body of the local school district or, in the case of a regional school district, by the legislative bodies of the participating towns. Such rejection shall be by a two-thirds majority vote of the members of such legislative body or, in the case of a regional school district, the legislative body of each participating town, present at a regular or special meeting called and convened for such purpose within twenty-five days of the receipt of the award.

If the legislative body or legislative bodies, as appropriate, reject any such award, they shall notify, within ten days after the vote to reject, the commissioner and the exclusive representative for the teachers' or administrators' unit of such vote and submit to them a written explanation of the reasons for the vote.

Within ten days after receipt of such notice, the exclusive representative of the teachers' or administrators' unit shall prepare, and the board of education may prepare, a written response to such rejection and shall submit it to such legislative body or legislative bodies, as appropriate, and the commissioner.

Within ten days after the commissioner has been notified of the vote to reject, (A) the commissioner shall select a review panel of three arbitrators or, if the parties agree, a single arbitrator, who are residents of Connecticut and labor relations arbitrators approved by the American Arbitration Association and not members of the panel who issued the rejected award, and (B) such arbitrators or single arbitrator shall review the decision on each rejected issue.

The review conducted pursuant to this subdivision shall be limited to the record and briefs of the hearing pursuant to subdivision (2) of this subsection¹, the written explanation of the reasons for the vote and a written response by either party. In conducting such review, the arbitrators or single arbitrator shall be limited to consideration of the criteria set forth in subdivision (4) of this subsection². Such review shall be completed within twenty days of the appointment of the arbitrators or single arbitrator. The arbitrators or single arbitrator shall accept the last best offer of either of the parties. Within five days after the completion of such review, the arbitrators or single arbitrator shall render a final and binding award with respect to each rejected issue. The decision of the arbitrators or single arbitrator shall be in writing and shall include the specific reasons and standards used by each arbitrator in making his decision on each issue. The decision shall be filed with the parties. The reasonable costs of the arbitrators or single arbitrator and the cost of the transcript shall be paid by the legislative body or legislative bodies, as appropriate. Where the legislative body of the school district is the town meeting, the board of selectmen shall have all of the authority and responsibilities required of and granted to the legislative body under this subdivision.

¹ See subdivision (2), following

² See subdivision (4), following

Statute language describing the arbitration process after initial rejection by the legislative body of the town (initial rejection was December 15, 2014)

(2)

The chairperson of the arbitration panel or the single arbitrator shall set the date, time and place for a hearing to be held in the school district between the fifth and twelfth day, inclusive, after such chairperson or such single arbitrator is selected. At least five days prior to such hearing, a written notice of the date, time and place of the hearing shall be sent to the board of education and the representative organization which are parties to the dispute, and, if a three-member arbitration panel is selected or designated, to the other members of such panel. Such written notice shall also be sent to the fiscal authority having budgetary responsibility or charged with making appropriations for the school district, and a representative designated by such body may be heard at the hearing as part of the presentation and participation of the board of education. At the hearing each party shall have full opportunity to submit all relevant evidence, to introduce relevant documents and written material, and to argue on behalf of its positions. At the hearing a representative of the fiscal authority having budgetary responsibility or charged with making appropriations for the school district shall be heard regarding the financial capability of the school district, unless such opportunity to be heard is waived by the fiscal authority. The nonappearance of the representative shall constitute a waiver of the opportunity to be heard unless there is a showing that proper notice was not given to the fiscal authority. The chairperson of the arbitration panel or the single arbitrator shall preside over such hearing.

**Statute Language describing the process for arbitration decisions
(Arbitrator's award was reported to have been received by the Town Clerk
on February 24, 2015)**

(4)

After hearing all the issues, the arbitrators or the single arbitrator shall, within twenty days, render a decision in writing, signed by a majority of the arbitrators or the single arbitrator, which states in detail the nature of the decision and the disposition of the issues by the arbitrators or the single arbitrator. The written decision shall include a narrative explaining the evaluation by the arbitrators or the single arbitrator of the evidence presented for each item upon which a decision was rendered by the arbitrators or the single arbitrator and shall state with particularity the basis for the decision as to each disputed issue and the manner in which the factors enumerated in this subdivision were considered in arriving at such decision, including, where applicable, the specific similar groups and conditions of employment presented for comparison and accepted by the arbitrators or the single arbitrator and the reason for such acceptance. The arbitrators or the single arbitrator shall file one copy of the decision with the commissioner, each town clerk in the school district involved and the board of education and organization which are parties to the dispute. The decision of the arbitrators or the single arbitrator shall be final and binding upon the parties to the dispute unless a rejection is filed in accordance with subdivision (7) of this subsection. The decision of the arbitrators or the single arbitrator shall incorporate those items of agreement the parties have reached prior to its issuance. At any time prior to the issuance of a decision by the arbitrators or the single arbitrator, the parties may jointly file with the arbitrators or the single arbitrator, any stipulations setting forth contract provisions which both parties agree to accept. In arriving at a decision, the arbitrators or the single arbitrator shall give priority to the public interest and the financial capability of the town or towns in 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 irrebuttable presumption that a budget reserve of five per cent or less is not available for payment of the cost of any item subject to arbitration under this chapter. The arbitrators or the single arbitrator shall further consider, in light of such financial capability, the following factors: (A) The negotiations between the parties prior to arbitration, including the offers and the range of discussion of the issues; (B) the interests and welfare of the employee group; (C) changes in the cost of living averaged over the preceding three years; (D) the existing conditions of employment of the employee group and those of similar groups; and (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. The parties shall submit to the arbitrators or the single arbitrator their respective positions on each individual issue in dispute between them in the form of a last best offer. The arbitrators or the single arbitrator shall resolve separately each individual disputed issue by accepting the last best offer thereon of either of the parties, and shall incorporate in a decision each such accepted individual last best offer and an explanation of how the total cost of all offers accepted was considered. The award of the arbitrators or the single arbitrator shall not be subject to rejection by referendum.

The parties shall each pay the fee of the arbitrator selected by or for them and share equally the fee of the third arbitrator or the single arbitrator and all other costs incidental to the arbitration.

FAIRFIELD PUBLIC SCHOOLS
HUMAN RESOURCES OFFICE

MEMORANDUM

TO: David Title

FROM: Ann Leffert

DATE: March 5, 2015

SUBJECT: FSAA Arbitration Costs

Dr. Title:

The costs to the Board of Education related to the arbitration process after the RTM rejected the FSAA contract on December 15, 2014 are as follows:

Legal:

December, 2014:	\$21,456
January, 2015:	\$41,059
February, 2015:	\$19,109

Total Legal Costs:	<u>\$81,624</u>
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Arbitrators and Stenographer:

Board Arbitrator:	\$6,800
Neutral Arbitrator:	\$5,500
Court Stenographer (estimated):	\$2,000

Total Arbitrator Costs:	<u>\$14,300</u>
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Total cost to the BOE for arbitration:	<u>\$95,924</u>
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