

TO: Representative Town Meeting (“RTM”)

FROM: RTM Finance, Education, and Employee Compensation Committees
Submitted by Christine Meiers Schatz

SUBJECT: Recommendation to Take No Action with Respect to an Agreement between the Westport Board of Education and the Westport Education Association, Inc.

On December 18, 2018, The RTM Finance, Education, and Employee Compensation Committees met with Superintendent Dr. Colleen Palmer and Thomas Mooney, counsel for the Westport Board of Education (the “BOE”), regarding the agreement between the BOE and the Westport Education Association, Inc. (the “WEA”) for the July 1, 2019 to June 30, 2022 time period (the “Agreement”).

The RTM has two choices – determined by a “regular” majority vote – with respect to the Agreement at the January 8th RTM meeting:

- (1) If the RTM *takes no action*, then the Agreement becomes *binding*; and
- (2) If the RTM *rejects* the Agreement, then we would trigger the *arbitration process* described in CGS §10-153d(c).

In a subsequent arbitration, it’s possible that all bargaining points in the agreement could be at play and not just the terms of the agreement that the RTM found objectionable. Arbitrators would choose the best and final offer from the BOE and WEA issue by issue, which could result in a less favorable contract for the BOE. Attorney Mooney explained that, in his 20+ years of experience representing the BOE, he’s not aware of any occasions where the RTM rejected a teacher contract. In Connecticut as a whole, he could recall only one rejection of a teacher contract, which occurred in Stamford about 42 years ago.

After discussing the issues summarized below, the committee members present¹ voted unanimously to recommend that the RTM take no action with respect to the Agreement.

Background Information

A mediator assisted the BOE and WEA during the negotiation process, and both Dr. Palmer and WEA President John Horrigan told committee members that they were happy with the end result.

Historically, the professional agreement between the WEA and BOE has been the single largest obligation of the town, and the Agreement here is no exception. The yearly costs could constitute an estimated 29% of the town’s yearly budgets for the next three fiscal years. The Agreement also relates to the WEA members only; there are separate contracts for administrators, secretaries, custodians, maintainers, nurses, and paraprofessionals.

¹ **Finance:** Jeff Wieser (chair), Seth Braunstein, Greg Kraut, Christine Meiers Schatz, Lauren Soloff
Employee Compensation: Lou Mall (chair), Jimmy Izzo, Jay Keenan, Greg Kraut, Lauren Soloff
Education: Lauren Karpf (chair), Brandi Briggs, Mark Friedman, Jack Klinge, Ellen Lautenberg, Lou Mall, Kristin Purcell.

Key Negotiated Terms

1. Salary

In line with traditional teacher contracts, the Agreement includes yearly salary schedules, which are charts with horizontal “steps” and vertical “lanes.” The “steps” relate to years of experience, and “lanes” relate to a WEA member’s educational attainment. An employee’s salary will increase each year as he or she moves down the salary chart and possibly horizontally due to the completion of certain coursework. This is called a *pay increase for step movement*. After a teacher reaches the last step of the salary chart, he or she gets what is called a *general wage increase*, which is typically a lower percentage increase than pay increases for step movement.

The salary charts in the Agreement are identical to the salary charts in the prior contract with the exception of the following three changes to the higher steps:

1. The salary charts in the Agreement include one additional step;
2. The salaries for the two steps below the new, last step decreased slightly; and
3. The teachers at the top step will receive a general wage increase of 1.5%, which is the same as the general wage increase under the old schedules but results in a higher salary each school year and relative to the prior schedules due to compounding.

Based on the assumption that no new teachers are hired or leave employment in the next three years – which isn’t realistic but nevertheless is a common assumption made by school districts to calculate overall salary cost increase percentages – the projected costs of the salary changes in the Agreement are as follows:

Fiscal Year	Total SALARY Account	Total Projected COST	
		\$	%
2018-2019 (Year 0)	\$ 50,185,459		
2019-2020 (Year 1)	\$ 51,701,060	\$ 1,515,601	3.02%
2020-2021 (Year 2)	\$ 53,339,983	\$ 1,638,924	3.17%
2021-2022 (Year 3)	\$ 54,972,187	\$ 1,632,203	3.06%
Total 3 YR contract:		\$ 4,786,728	9.25% (simple) 9.54% (compound)

With respect to the total projected cost increase percentages of 3.02%, 3.17%, and 3.06% for years 1, 2, and 3, respectively, 2.55%, 2.32%, and 1.99% consist of projected cost increases due to step movement. The balance consists of projected cost increases due to general wage increases.

Attorney Mooney reported that the projected cost increase percentages are typical for Fairfield County, and especially for Fairfield County schools in DRG A. By way of example, the New Canaan Board of Education recently arrived at a settlement with its teacher’s union. The yearly and total projected cost increase percentages are similar, as depicted in the table below:

	2019 - 2020	2020 - 2021	2021 - 2022	TOTAL
New Canaan	3.03%	3.16%	3.08%	9.27%
Westport	3.02%	3.17%	3.06%	9.25%

2. Medical Insurance Contributions

As compared to the prior contract, contributions of full-time employees to health care premiums changed as follows:

	Year 1	Year 2	Year 3
Contract for June 2016 - July 2019	19%	20%	21%
The Agreement	19.5%	20.5%	21.5%

As you might recall, the 19.5% premium for the first year of the Agreement was previously negotiated as part of the switch last year to the Connecticut State Partnership Plan, which also changed the employee contributions to 19.5% for fiscal year 2018-2019. The BOE estimates that the higher contribution percentages will result in a total cost avoidance of \$387,839 over the 3-year term of the Agreement.

3. Compensation for Curriculum Projects

Dr. Palmer explained that it can be difficult to incentivize teachers to do important curriculum development work because they can earn more per hour by tutoring individual students. To address this concern, the amount paid for teacher participation outside of work hours in curriculum workshops or development increased from \$30.00 to \$37.00 per hour to between \$42.00 to \$49.00 per hour in the Agreement as compared to the prior contract.

4. Workplace Policies

The Agreement includes significant changes to certain workplace rules and policies, including the following:

- The superintendent can give additional step credit to incoming teachers in “shortage areas” or to teachers that become newly certified in these areas;
- In addition to homeroom supervision, the BOE may assign advisory time to middle and high school teachers;
- In the previous contract, English teachers at the high school could be assigned one period daily for “professional assignment” or student monitoring activities. The Agreement clarifies that any such professional assignment may include the co-teaching of a class;
- The contract formalized the current practice of elementary school students being welcomed into their classrooms before school rather than waiting in a holding area; and
- Secondary science teachers may now be assigned to teach the equivalent of five classes, including labs.