

Special Town Council Meeting

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November 9, 1987

5:30 p.m.

A special meeting of the Wallingford Town Council was held in Council Chambers, called to order at 5:40 p.m. by Chairman David A. Gessert. Answering present to the roll called by Council Secretary were Council Members Adams, Gessert, Gouveia, Holmes, Killen, Papale, Polanski and Rys. Chairman Gessert noted for the record that Mrs. Bergamini would not be in attendance due to the fact that she would be attending a Planning and Zoning Meeting and a Robert Earley Committee Meeting later this evening and she could not vote on the agenda item due to the fact that she had a relative employed by the Wallingford Board of Education bargaining unit being discussed.

Mr. Holmes moved to reject the Fact Finding Report in the matter of Fact Finding proceedings between Wallingford Board of Education and AFSCME, COUNCIL 4, LOCAL 1303-173, seconded by Mr. Rys.

Attorney Edward T. Lynch, Jr. explained that there are two major issues, wage improvements being 7% and 6½%, and improvement on the dental which provides for a co-pay family dental. The primary advantage is the preadmission planning which is advocated by the fact finder for inclusion in the contract and it seems there may have been a tradeoff between preadmission planning and providing the additional insurance benefit. Attorney Lynch explained that the Blue Cross program provides for pre-admission planning to try to reduce the cost of various surgical and medical procedures which, if eventually all the units went along with this, it may help to reduce overall insurance costs.

Mr. Gessert asked the effective date of the contract and Attorney Lynch said it went back to September 30, 1986.

Mr. Holmes referred to page 58 in which the Town reserves the right to change insurance carriers as long as the coverage provided and administration of the plan remains equal to but not less than the current coverage and administration and Mr. Seadale agreed this was a plus for the town even though the language was restrictive.

Mr. Killen felt this was an eloquent piece of work but it was put in the Fact Finder's language and Mr. Seadale said there was a problem with the creative language and something would have to be worked out with the union because after discussion, there are areas that Blue Cross has a problem with in the language written and Mr. Seadale wishes he hadn't done that.

Mr. Polanski asked if sick leave was going up to 120 days and Attorney Lynch said that issue will stay the same at 90 days. Mr. Rys felt that the only significant change has to do with family dental and he asked if any of the present bargaining units have this available. Mr. Seadale explained that we have units that have units which have both single and family dental and units that have no dental coverage at all but most units have some form of dental coverage.

Mr. Rys asked what the participation was for family and Mr. Seadale said that in all contracts that have family coverage, it's 100% paid by the town and this is a departure from that and in effect, if you have a group of 30 people, 15 might elect to participate and it would be a 50/50 split in cost. Mr. Rys wondered what impact this may have on bargaining units throughout the town and Mayor Dickinson said figures were given to him by Mr. Seadale which indicated 50% participation would be around \$30,000 a year and 100% \$60,000 per year to cover the people who don't have it in town.

Mayor Dickinson explained that expansions of insurance coverage have been consistently rejected up until this time and if family dental is approved here, the town should be prepared to offer

family dental to every bargaining unit because you can't offer it to only one and it has been rejected on every other contract on which it has been an item.

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Mrs. Papale asked about this co-pay plan and Attorney Lynch said no other units have the co-pay plan but either have full family coverage, individual coverage or no coverage. Mrs. Papale felt that this would be setting a precedent and Attorney Lynch felt that the Mayor aptly described the situation.

Mr. Killen referred to page 67 - Step 2 and the second sentence which has something missing and is the Fact Finder's typographical and Attorney Lynch explained that the present contract language would remain. Mr. Killen suggested finding out what the original contract says.

Mr. Adams referred to the \$30,000 for the 50/50 pay and Mr. Seadale explained that it meant if all of the units did not have family dental. Mayor Dickinson explained to Mr. Adams that once the town is willing to give additional insurance coverage, he does not want to go to the bargaining table with another unit and not give this benefit because the negotiator in binding arbitration will point out that it has been given to another unit so you must stick with a consistent policy.

Mr. Holmes asked how many people were covered by this contract and Mrs. Eckard indicated there are 44. Mr. Holmes asked what our negotiating team's position was on this contract and Attorney Lynch subscribes to the same position as the Mayor that changing policy at this point would signal that prior policy has been abandoned and it would make it very difficult to hold that position in any other remaining units and he would recommend not accepting this report.

Mrs. Palsco indicated that the Board of Education voted to accept this contract because it was felt that the percentages involved were reasonable and they felt co-pay was a creative way to provide coverage being sought without absorbing the full cost and she also recognizes the Mayor's concerns which are valid.

Mr. Killen asked if there was a reason for going outside to reclassify five positions (page 71) and Attorney Lynch said only in the event that you fail to reject the Fact Finder's Report and, as a disputed issue, the Fact Finder recommended an outside source to examine those positions. Attorney Lynch agrees that we have in-house capacity with Personnel but the Fact Finder felt that those positions should be evaluated by an outside consultant and that was the recommendation made. Mr. Killen felt that Charters are adopted by the entire community, not by nine people here. Mr. Seadale felt that if it were a contract, it would be one of the issues on which you could reject a contract since it does in effect change the Charter.

Mrs. Papale asked if this contract gets rejected for the only reason that some of the Council is not happy with the expansion of the dental insurance, what will be the next step? Attorney Lynch said that once rejected, the union is timely informed of rejection and they would be entitled to advance the matter to binding arbitration but prior to going into binding arbitration, the other stages of the procedure are opportunities to try to talk and make it resolve without the interference of a third party and since there is only one issue, Mr. Lynch would attempt to talk to the union negotiators. Mr. Seadale felt that it was a close vote and there might be tradeoffs. Attorney Lynch said that failing a mutual resolution to the impass issues, then it would proceed to binding arbitration.

Mayor Dickinson asked if the reclassification issue on page 71 has occurred before and Mr. Seadale said there have been requests and the town has usually prevailed and this is one of the times the town has not prevailed. Mayor Dickinson asked how this can be implemented given the Charter and budgetary process and Mr. Seadale said if the town fails to reject this tonight, that part of the Charter has been changed for that bargaining unit. Attorney Lynch said you don't change the Charter, you

supersede it by contract. As Mr. Seadale indicated earlier, if this were a contract, the only thing the Council has the legal right to vote on is the overall funding and any provision which changes the Charter or goes against a Charter provision--that could be a vote to reject and in effect, if it is not rejected, it could become a contract.

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Mr. Holmes wanted clarification on superseding the Charter for this contract and Attorney Lynch explained that there is a provision in the State Statute, Section 7-474, subsection g or h in all matters appropriate to collective negotiations where a contract provision could be contrary to the Charter, once the legislative body has approved it, that contract then supersedes on matters inconsistent with the Charter. Attorney Lynch said the State Statute which creates collective bargaining carries within it a supersedence proviso for matters inconsistent so if there is a clash between Charter and collective bargaining contract, once approved by the legislative body, that provision will supersede and take the place of the Charter provision.

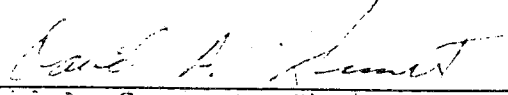
Mr. Holmes asked when a final agreement could be reached if this Fact Finding Report is rejected tonight. Attorney Lynch said that if it goes through the impass procedure, you are looking at next year; if it is settled short of the impass procedures, then you could be looking at a resolution as soon as the Council could approve an agreement made by the parties. Mr. Gouveia asked, if rejected tonight, and the two parties fail to compromise on the items submitted to the Fact Finder, which items will go to binding arbitration--Mr. Lynch said all the items which were made issues in fact finding to be carried forward into binding arbitration.

VOTE: Councilman Adams passed; Gouveia, Holmes, Killen, Papale, Polanski and Rys voted aye; Councilman Gessert voted no; motion duly carried.

A motion to adjourn was duly made, seconded and carried and the meeting adjourned at 6:05 p.m.

Meeting recorded and transcribed by:
Delores B. Fetta, Council Secretary

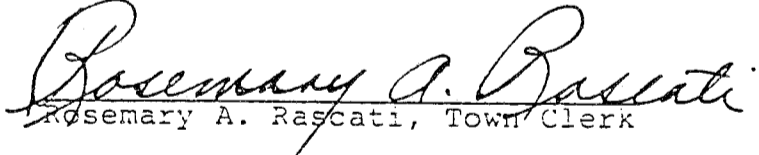
Approved



David A. Gessert, Chairman

November 24, 1987

Date



Rosemary A. Rascati, Town Clerk

November 24, 1987

Date