

Monday, July 30, 2018

MINUTES OF THE SPECIAL MEETING OF THE BRIDGEPORT
BOARD OF EDUCATION, held July 30, 2018, at Bridgeport City Hall,
45 Lyon Terrace, Bridgeport, Connecticut

The meeting was called to order at 6:49 p.m.

Present were Chair John Weldon, Vice President Hernan Illingworth, Joseph Sokolovic, Ben Walker, Dennis Bradley and Maria Pereira.

Mr. Weldon said the two items on the agenda were the BEA grievance number 2760, change in healthcare plan, which is an item that qualifies for executive session, and the discussion and approval of the College Board quote for SAT School Day.

Mr. Walker moved that item 2 be moved to the top of the agenda. The motion was seconded by Mr. Sokolovic.

Atty. Floyd Dugas of Berchem Moses suggested the insurance item does not qualify for executive session because it is a language grievance. He said the only grievances that can be held in executive session are on personnel matters.

The motion was unanimously approved.

John DiDonato, chief of specialized instructional reform, said the SAT test is used nationwide by school districts as part of the standard application process for college. He said historically the district has paid for the test for 12th graders to provide the maximum opportunity for high schoolers to complete college applications.

In response to a question, Mr. DiDonato said the test is required for all 11th graders. The state Department of Education pays for the 11th grade testing as part of Bridgeport being an Alliance district.

Mr. Walker said the SAT test replaced the SBAC testing. He said all

of our students are required by state law to take the SAT for their 11th grade assessment.

Mr. Walker said students in surrounding towns take the SAT multiple times as well as SAT prep classes and employing tutors. He said many Bridgeport students do not have these options.

Mr. Walker moved that *“we approve this expenditure because of the benefit that gives to all of our students for the opportunity to submit an application to college.”* The motion was seconded by Mr. Illingworth.

In response to a question, Mr. DiDonato said the vendor was the sole provider of this test.

The motion was unanimously approved.

Mr. Bradley said it was a positive piece of news for Bridgeport that we were going the extra mile to pay for the test.

Mr. Walker noted he was recusing himself from the next item and left the meeting.

The next item was discussion and possible action on BEA grievance 2760, change in health care plan.

Atty. Dugas was present representing the board and Atty. Eric Marshall was present to represent the BEA.

Atty. Marshall distributed a document with Article 5 of the collective bargaining agreement. He emphasized this is not a question of the relative merit of the current plan. He said the BEA had indicated a willingness to work with the board on transitioning to the state plan. The only subject of the grievance is whether the board has the right to make that change unilaterally.

Atty. Marshall said Article 5.1 of the contract provides that the board shall provide and pay for a high-deductible health plan(HDHP) and a health savings account(HSA) and then lays out the board's contribution for the health savings account. Article 5.7 provides the

board shall offer a HDHP with a health-reimbursement account(HRA).

Atty. Marshall said Article 5.6 has general language which grants the right to the board to change carriers or to self-insure. He said the BEA's position is that the move that was announced in June to the state plan is not simply a change in carriers, but a complete change in the structure of the health insurance from an HDHP to a traditional PPO-type health insurance with a third-party carrier. He said the articles he cited in the contract clearly prohibit that.

Atty. Marshall said the only way for the board to move to the state health plan is through negotiation with the BEA.

Atty. Dugas said the BEA cited other contract provisions in its grievance. He said he didn't believe they make a difference in the case because it would ultimately turn on the language in 5.1 through 5.7.

Atty. Dugas said there are also provisions in the contract that say you have to look at the contract as a whole.

Atty. Dugas said Article 5.6 indicates the board retains the right to change carriers and/or self-insure in whole or in part at any time after consultation with the association, provided the benefits remain substantially equivalent.

Atty. Dugas said until the state partnership plan became available, there were two other things available: self insurance or new carriers. He said the state is essentially serving in the role of a carrier and it is the functional equivalent of a carrier in the meaning of the language.

Atty. Dugas said it was more advantageous to be in a co-pay plan than a two to four thousand-dollar deductible plan. He said he disagreed with Atty. Marshall because all the language says the board has to consult with the BEA to switch to this substantially equivalent plan.

Atty. Dugas said he submitted an arbitration decision out of Easton that was almost an identical situation, which is indicative of how an arbitrator would view the matter. He urged the grievance be denied.

Atty. Dugas said because it's a language grievance the BEA has the burden of proof.

Atty. Marshall noted he prefaced his remarks by saying this was not a question of comparison of one plan to the other. He said there was no question the state plan would be better for most employees and worse for some employees, depending on how they use their health insurance. He said the issue was simply about the board's right to do this unilaterally.

Atty. Marshall said from glancing at the Easton decision it was substantively very different language than contained in the BEA contract.

Atty. Marshall said he wished the issue could have been resolved amicably and it was his hope and expectation that conversations will continue. He said the union was running out of time under the contractual grievance procedure and had to bring the matter to the board.

Atty. Marshall said he did not believe you could convince an arbitrator that going from a HDHP self-insured to a state PPO is simply a change in carrier. He urged the board sustain the grievance, stay any change, and allow negotiations to proceed.

In response to a question, Atty. Marshall said there have been discussions involving premium cost share and a couple of other items not related to health insurance that involved big numbers. He noted if the union wins the grievance the board could be on the hook for medical costs incurred by members of the bargaining unit in the interim.

Ms. Pereira asked if the board held the grievance for two weeks if could there be a resolution. Atty. Marshall said it was possible, but it was a little harder right now because Mr. Peluchette is away. Mr. Weldon noted the superintendent was on vacation as well.

In response to a question, Atty. Dugas said if the board lost the grievance the employees would have insurance coverage, but any

costs would be a plus-and-minus analysis per person. Mr. Bradley said it sounded like minimal exposure at the worst.

In response to a question, Atty. Marshall said the contract indicates the board has 25 days to respond to the grievance.

Mr. Sokolovic said he was looking at the impact of health benefits to our union members. He said the state plan would give the employees better health benefits. He said he believed the board would gain a \$4 million savings from the change. Ms. Pereira said the estimate came down to a little bit over \$2 million.

Mr. Sokolovic said if the board loses the grievance, the union, the kids, and the parents all lose. He said this is a savings that does not hurt the union. He said if we negotiate, we're giving something up because a negotiation is a give and take.

Atty. Marshall said the board's administrators came to the union leadership to talk about this in the May time period. The clock started in late June when the announcement regarding the state plan was made. He said his advice to the union was that started the clock for the grievance under the terms of the contract.

Atty. Marshall said if the board is basing its decision on which plan is better it is not being faithful to the contract. He said we know what you think is better, and the union may not disagree. He said the grievance is simply the board does not have the right to make the change without negotiations.

Mr. Illingworth said he believed the change was a win-win for all us, including the teachers. He said he did not understand why it needed to be negotiated.

In response to a question, Atty. Marshall said the union leadership would not make decisions like this without consultations with teachers and did consult with many rank-and-file teachers.

Mr. Weldon said it was interesting that the BEA is only bargaining unit that filed a grievance. Ms. Pereira said she did not believe it passed with NAGE.

Mr. Bradley said he was hearing the teachers were concerned about the process. He said he was proud the district provided quality health insurance to teachers. He said it was common sense to make the employees happy and feel included regardless of the contract language.

Mr. Sokolovic asked if the happiness would come with a price tag. He said every dollar that goes outside the classroom is a dollar taken away from children. He said like a business we've got to look at the bottom line.

Mr. Illingworth noted twenty-five days from now is September 1.

Mr. Illingworth moved to deny the grievance. The motion was seconded by Mr. Sokolovic.

Atty. Dugas said short of an agreement with the BEA, the grievance process will probably move forward. He said there will either be a settlement in the next few days or the grievance process will move forward. He said the insurance will be in place, the savings will be achieved, and the arbitrator will say whether the board was either right or wrong.

Atty. Marshall said if the board does not act within twenty-five days it is construed as a denial of the grievance.

In response to a question, Atty. Dugas said there was no downside to denying the grievance.

Atty. Marshall said denying the grievance turns the heat up and forces the union to file immediately for arbitration and possibly seek expedited arbitration. He said he saw no downside to waiting.

The motion to deny the grievance was defeated by a 3-2 vote. Voting in opposition were members Pereira, Bradley and Weldon. Voting in favor were members Sokolovic and Illingworth.

Mr. Bradley moved the meeting be adjourned. The motion was seconded by Ms. Pereira and unanimously approved.

The meeting was adjourned at 7:42 p.m.

Respectfully submitted,

John McLeod

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