

STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION

In the Matter of )

New Milford Board of Education )

-and- )

New Milford Education Association )

Interest Arbitration Award  
Under Section 10-153f  
Connecticut General Statutes

November 21, 2014

**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 New Milford Board of  
Education

John M. Gesmonde, Esq., Representing the Interests of the New Milford Education  
Association

**Appearances:**

For: New Milford Board of Education  
William Connon, Esq.  
Pullman & Comley LLC  
90 State House Square  
Hartford, CT 06103

For: New Milford Education Association  
Tom Kennedy  
UniServe Representative  
Connecticut Education Association  
228 Meadow Street, Suite 301  
Waterbury, CT 06702

**CONTENTS**

- I. The Proceedings
- II. Statutory Factors
- III. Facts Applicable to All Issues
- IV. Disputed Issues, Discussion and Award
- V. Agreed Upon Language
- VI. Arbitrators' Signatures and Oaths

## **I. The Proceedings**

The New Milford Board of Education (hereinafter Board) and the New Milford Education 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. The parties were unable to resolve all the disputed issues in either their negotiations or during mediation. Therefore, 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 October 9, 2014. This initial session was administrative in nature. A second, duly noticed arbitration hearing was held on October 29, 2014. Hearings scheduled for November 1, 2014 and November 3, 2014 were held in abeyance although the proceeding remained open until November 3, 2014. In accordance with statutory requirements all hearings were held in the school district, at the New Milford Board of Education, 50 East Street, New Milford, 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 William Connon and UniServ Representative Tom Kennedy made evidentiary presentations. In addition, the following individuals testified: Kim Patella, President, New Milford Education Association; Terry DeMatte, Consultant, Segal Consulting; and JeanAnn Paddyfoote, Superintendent, New Milford Public Schools. A stenographic record of the proceedings was taken but not transcribed.

At the October 29, 2014, hearing the parties completed the introduction of all evidence and submitted their final last best offers on the unresolved issues: Article VI, Section 6.01, Vision Rider; Article VI, Section 6.01 C, Insurance Premium Cost Share, Year 1; Article VI, Section 6.01 C, Insurance Premium Cost Share, Year 2; Article VI, Section 6.01 C, Insurance Premium Cost Share, Year 3; Article VIII, Section 8.02, Impact of Non-Mandatory Subject of Bargaining re: Elimination of Abbreviated School Day; and, Article VIII, Section 8.04 C, Number of Evening Meetings. The arbitration hearing was declared closed effective November 3, 2014.

Both parties filed timely, well-crafted post-hearing briefs in accordance with the briefing schedule established on October 29, 2014. On November 14, 2014, the Arbitration Panel met in executive session to deliberate the disputed issues. 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. Facts Applicable to All Issues**

#### **(A) 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. In this instance, 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 teachers 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 teaching staff.

New Milford maintains a PK-12 education system with approximately 4,585 students (enrollment 2012). As the Association notes, "The 2012-13 Strategic School Profile ... shows student performance above or near the state levels in almost all areas of K-8 performance indicators.... The Board of Education has taken steps, including hiring literacy coaches and implementing all-day kindergarten, to continue to improve student performance." (Association Brief at 4, citations omitted)

The Association continues, "At the secondary level, New Milford students out-perform their peers across the state in all areas. The percentage of students reaching goal in reading and writing is 5 points higher than the state average on the CAPT, 10 points higher in mathematics and 14 points higher in science.... SAT 1 scores are 18 points higher than the state average in Mathematics, 7 points higher in Critical Reading and 10 points higher in Writing. New Milford High School graduates a higher percentage of its students than the state average and has a lower dropout rate than the state average. Almost 90% of New Milford High School graduates pursue higher education." (Association Brief at 4, citations omitted) It is certainly in the public interest to maintain and improve upon such academic achievement.

This Panel is acutely aware that education is a labor-intensive field. We are aware that the teachers in the New Milford school system are an integral part and play a pivotal role in the educational success of its students. The evidence indicates that a professional and dedicated administration working with a cadre of dedicated and professional educators has achieved the success noted above.

#### **(B) Financial Capability**

The term financial capability is a shorten 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."

In a 2013 arbitration award between the New Milford Board of Education and the New Milford School Administrators Association, which both parties reference in their respective Briefs, Arbitrator Susan R. Meredith wrote:

The Town of New Milford is financially sound. The Town has an Undesignated Fund balance equal to twelve percent of the general fund expenditures, resulting in an Aa1 bond rating. Its AENGLC<sup>1</sup> wealth rank is 65 of 169 Connecticut cities and towns and its ECS wealth is 71. Its per capita income ranks 59 of 169 and median household income is 60. The debt per capita is low at \$1,167, less than half the state average. Net education expenditures in the Town are 140<sup>th</sup> of the 169 school districts.

The Town is also enjoying economic growth, especially related to the recent expansion of the Route 7 corridor and improvements to infrastructure. It has developed its Village center on the historic green with new retail and commercial activities.

The findings of Arbitrator Meredith are substantially unchanged. Noteworthy, New Milford's 2014-2015 AENCLC rating has improved, going from 65 to 62 (Board Exhibit 1 at 545) while the ranking on net current expenditures dropped from 140 to 154. (Association Exhibit 6-28)

For comparison purposes, the Connecticut Department of Education has categorized public school systems into distinct grouping called District Reference Group or DRG. A DRG indicates similar groups of cities/towns based on population, socio-economic indicators such as education, income, occupation and need.

New Milford is one of 24 school districts in DRG D. Included in DRG are Berlin, Bethel, Branford, Clinton, Colchester, Cromwell, East Granby, East Hampton, East Lyme, Ledyard, Milford, Newington, North Haven, Old Saybrook, Rocky Hill, Shelton, Southington, Stonington, Wallingford, Waterford, Watertown, Wethersfield and Windsor. Within the DRG, New Milford ranks 9<sup>th</sup> in AENGLC.

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

The parties commenced the negotiation process in August 2014. Through negotiations and mediation, the parties were able to resolve all but the six issues presented to this arbitration panel. With the exception of Issue 1, which will be discussed below, the history of negotiations did not play a significant role in the deliberations of the Panel.

---

<sup>1</sup> AENGLC is the shortened version of Adjusted Equalized Net Grand List Per Capita, a formula used to determine a town's wealth.

**(D) Interest and Welfare of the Employee Group**

The New Milford teaching staff numbers approximately 375, on a full time equivalent basis. (Board Exhibit 1 at 602) The interest and welfare of the group will be discussed under each applicable issue.

**(E) Cost of living**

The statute commands that we consider changes in the cost of living averaged over the preceding three years. According to the Board, the cost of living September to September was: 2012-2.0%; 2013-1.2% and 2014-1.7%. The Association uses the figures October to September with slightly differing percentages: 2011-2012-2.42%; 2012-2013-1.63% and 2013-2014-1.62%. The variances of the percentages do not markedly influence our decision.

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

As applicable, this factor will be discussed under each issue.

**(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**

As applicable, this factor will be discussed under each issue

#### **IV. Disputed Issues, Discussion and Award**

This Section sets forth the last best offer of each party on each 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 on each such issue. In making its selection, the Arbitration Panel based its decision on our discussion of the statutory factors, in light of all documentary and testimonial evidence presented and arguments made by the parties at the hearing and in their post hearing briefs.

##### **Issue # 1 – Article VI, Section 6.01 Vision Rider (new provision)**

###### Last Best Offer of the New Milford Board of Education:

No new language

###### Last Best Offer of the New Milford Education Association:

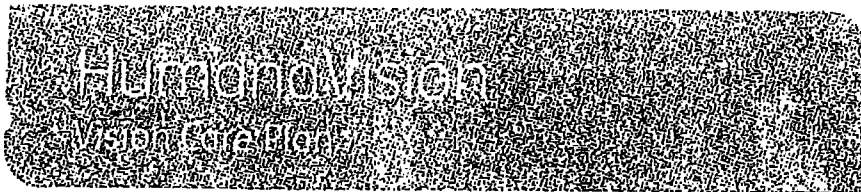
- B. Board will implement a vision reimbursement plan of equal or greater Value to current plan as quoted by Humana "GN VISION CARE ENH12/12/24 \$20 COPAY \$45 FRAME ALLW 110 CONTACT ALLW." See Humana Vision Attachment.
- C. Premium Sharing. Teachers will participate in premium sharing for health, vision and dental insurance coverages, as follows:

Renumber remainder of Section.

[Note: The Humana Vision specifics are part of the Association's Last Best Offer and follow on the next page.]



LBO 10/29



	See a participating provider	See a nonparticipating provider
Exam with dilation as necessary	100% after \$20 copay	\$60 allowance
<b>Lenses</b>		
• Single	100% after \$20 copay	\$50 allowance
• Bifocal	100% after \$20 copay	\$75 allowance
• Trifocal	100% after \$20 copay	\$100 allowance
<b>Frames</b>	\$45 wholesale allowance	\$90-\$135 retail allowance
<b>Contact lenses<sup>2</sup></b>		
• Elective (conventional and disposable) <sup>3</sup>	\$110 allowance	\$110 allowance
• Medically necessary (limit one pair) <sup>4</sup>	100%	\$210 allowance
<b>Frequency (based on date of service)</b>		
• Examination	Once every 12 months	Once every 12 months
• Lenses or contact lenses	Once every 12 months	Once every 12 months
• Frame	Once every 24 months	Once every 24 months

**Additional plan discounts**

- Members may receive additional fixed copayments on lens options including: anti-reflective and scratch-resistant coatings.
- By using a participating provider, members may be eligible to receive up to a 20 percent retail discount on a second pair of eyeglasses, which is available for 12 months after the covered eye exam through the participating provider who sold the initial pair of eyeglasses.
- After copay, standard polycarbonate available at no charge for dependents less than 19 years old.

<sup>1</sup> Material copay is required for a complete pair of eyeglasses, lenses or frames.

<sup>2</sup> If a member prefers contact lenses, the plan provides an allowance for contacts in lieu of all other benefits (including frames) (Vision Care Plan only).

<sup>3</sup> The contact lens allowance applies to professional services (evaluation and fitting fee) and materials. Members visiting a participating provider may be eligible to receive up to a 15 percent discount. The discount for professional services is available for 12 months after the covered eye exam.

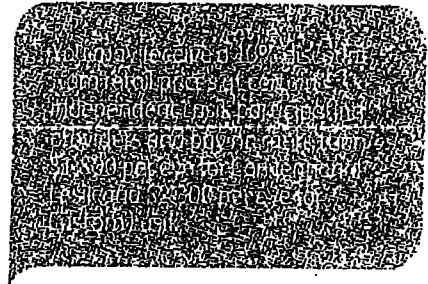
<sup>4</sup> Benefit provides coverage for professional services and one pair of medically necessary contact lenses with prior plan authorization.

# Vision Care Plan

## HumanaVision Lasik discount

We have contracted with many well-known facilities and eye doctors to offer Lasik procedures at substantially reduced fees. You can take advantage of these low fees when procedures are done by network providers. The network locations listed below offer the following prices (per eye):

	Conventional / Traditional**		Custom**	
<b>TLC</b> 888-358-3937 (designated locations only)	\$895		\$1,295	\$1,895*
<b>LasikPlus</b> 866-757-8082	\$695* LasikPlus free enhancements for 1 year	\$1,395* LasikPlus free enhancements for life	\$1,895* LasikPlus free enhancements for life	
<b>QualSight LASIK</b> 855-456-2020	\$895 QualSight free enhancements for 1 year	\$1,295 with QualSight Lifetime Assurance Plan	\$1,320	\$1,995* with QualSight Lifetime Assurance Plan



\*with IntraLase™

\*\*Pricing varies by section procedure offered by the provider you choose and options in your area. Not all locations offer fixed pricing. Please call the provider for details

## How does the wholesale frame allowance work?

Benefits include a wholesale frame allowance. If the wholesale cost exceeds the frame allowance, members pay twice the wholesale difference. They never pay full retail.

Retail price*	Wholesale price	Wholesale allowance	Member pays	Savings
\$125	\$50	\$50	\$0	\$125
\$187.50	\$75	\$50	\$50 (\$75-\$50=\$25x2=\$50)	\$137.50

\* Retail costs may differ and are based on 2½ times the wholesale cost. Actual savings may vary.

## Use your HumanaVision benefits

HumanaVision options have you covered and make eye care affordable. You have access to one of the largest vision networks in the United States, with more than 35,000 participating optometrist, ophthalmologists, and national retail locations, including LensCrafters®, Pearle Vision®, Sears® Optical, Target® Optical, and JCPenney® Optical. In addition you'll enjoy:

The same benefits at all participating providers, no matter where they're located

Wholesale pricing on frames, avoiding high retail markups

Simple access to plan information, provider search, Customer Care and other automated services at [HumanaVisionCare.com](http://HumanaVisionCare.com)

## How it Works

1. After signing up for your vision plan, you will receive an ID card in the mail
2. Prior to scheduling your appointment, select a network provider through the Customer Care Center, automated information line, or [HumanaVisionCare.com](http://HumanaVisionCare.com)
3. Schedule an appointment, providing your name, the patient's name and employer
4. Sign your provider's form after your exam, you'll pay any copayments and/or costs of any upgrades at this time



LENSCRAFTERS®

PEARLE VISION®

JCPenney Optical

Sears Optical

OPTICAL

## Know what your plan covers

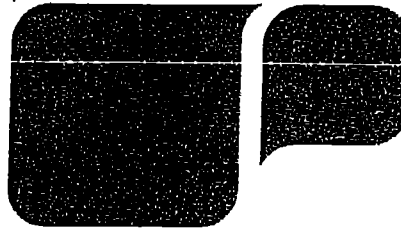
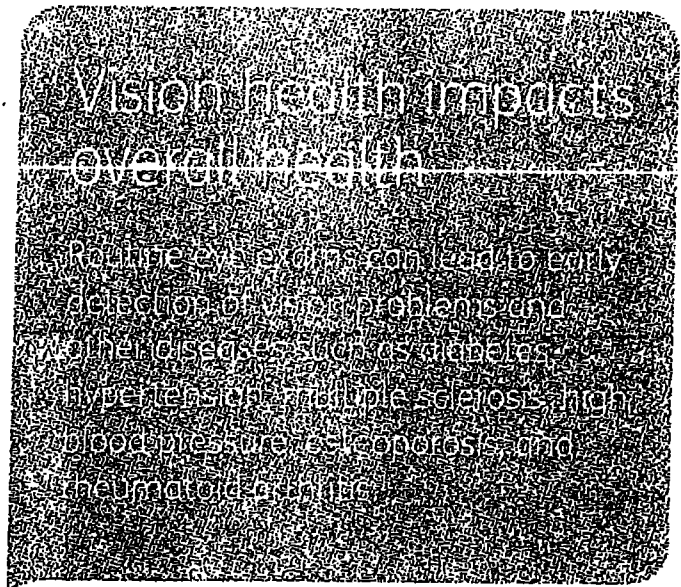
Attached is a summary of HumanaVision benefits that are described in detail in your certificate. You can find your certificate on [HumanaVisionCare.com](http://HumanaVisionCare.com) or call 1-866-537-0229. Here's what you can expect:

- Quality routine eye health care from independent eye care professionals and national retail locations.
- Services and materials provided on a prepaid basis, and the plan pays in-network providers directly, you also have the freedom to use out-of-network providers if you prefer
- Life without claim forms! With HumanaVision, you pay your eye care professional directly for copayments and any extra cosmetic options selected at the time of service
- Select a vision provider from our network simply by visiting [HumanaVisionCare.com](http://HumanaVisionCare.com), if you prefer, call us at 1-866-537-0229

## Know what your plan doesn't cover

Some items and services not included in HumanaVision are:

- Orthoptics or vision training, subnormal vision aids or Plano (non-prescription) lenses
- Replacement of lost or broken lenses, except at the regularly-scheduled plan intervals
- Medical or surgical treatment of eyes
- Care provided through or required by any government agency or program, including Workers' Compensation or a similar law



<sup>1</sup> Thompson Media Inc.

This is not a complete disclosure of plan qualifications and limitations.

Check with your local Humana or HumanaDental sales office to verify product availability.

Insured by Humana Insurance Company, HumanaDental Insurance Company, Humana Insurance Company of New York, CompBenefits Insurance Company, or The Dental Concern, Inc.

**Humana.**

[Humana.com](http://Humana.com)



## Discussion

The Association is proposing to amend Article VI, Section 6.01 to "add" a vision rider as noted above. "Vision" is not specifically mentioned in Section C of the current agreement, which reads, in part, "Teachers will participate in premium sharing for health and dental insurance coverages...." Yet, in Section 6.01, Section A, there is a reference to the PPO plan as outlined in Appendix H. Appendix H contains a Vision care reference. (Board Exhibit 1, pages 61 and 63)

Thus, the Association correctly asserts that the current PPO/Comp plan "provides for eye exams every two years for participants." (Union Brief at 27) The Association contends that the Board's last best offer, which is to add no new language, would effectively eliminate a vision benefit from the current agreement. The burden of persuasion rests with the party seeking to change the language contained in an existing agreement.

The parties have agreed to eliminate the PPO plan and have as a sole plan the HDHP. The agreed upon HDHP does not contain a vision benefit. However, this factor does not preclude the Association from proposing such a benefit.

The Association initially proposed a vision plan with an associated cost of approximately \$70,000. A second vision care option was estimated to cost \$51,000. (Board Exhibit 1 at 889) At the arbitration hearing, the Association proposed a new vision plan with an associated cost of \$25,668, which was substantially less than its original proposal.

Among its concerns over the proposal, the Board notes that no expert insurance consultant was called to testify on the projected costs of the plan. This is correct. But, both parties had the opportunity to do so by delaying the submission of the last best offers on October 29<sup>th</sup> and utilizing either the November 1<sup>st</sup> or November 3<sup>rd</sup> date. Neither party availed themselves of the opportunity. However, there was expert testimony that regardless of the specifics, a vision rider would not be included in the determination of the looming excise/Cadillac tax scheduled for 2018.

A vision plan serves as a component of a comprehensive, integrated health management plan. It is in the public interest to have such comprehensive plans for Board employees. Additionally, it is clear that the interest and welfare of the employee group would be benefited.

Further, while the cost of the plan is significantly lower than the plan originally proposed, projected cost increases are less than for general health care. In a 2015 Segal Health Plan Cost Trend Survey, it was noted, "Vision plan cost trend are projected to decline to just below 3 percent." (Board Exhibit 1 at 893) The town has the financial capability to afford such a plan.

With the movement from a PPO to a HDHP and the corresponding savings of approximately \$300,300 to the Board; the percentage of PCS paid by the teachers; the Board's low contribution rate of 40% of the deductible (as compared to "50% or higher

in DRG D and CAGE 5); the fact that the PPO contained a vision component; the relatively small cost of the vision plan and, the fact that the proposed vision benefits are not subject to the excise tax, the Panel awards Issue 1 to the Association.

Based on a review of all the evidence in light of the statutory criteria **The Last Best Offer of the New Milford Education Association is awarded.** Mr. Romanow dissents.

**Issue # 2 – Article VI, Section 6.01 Insurance Premium Cost Share—Year 1**

Last Best Offer of the New Milford Board of Education:

2015-2016  
21<sup>2</sup>

Last Best Offer of the New Milford Education Association:

- C. Premium Sharing. Teachers will participate in premium sharing for health and dental insurance coverages, as follows:

**2015-2016**  
18% of the premium equivalent/allocation rate for individual, two-person & family coverage

Discussion

The current premium cost share (PCS) is 20%. The Board's last best offer is to increase that amount to 21% in 2015-2016, the first year of the new agreement. The Association seeks to reduce the amount to 18% for the same time period. Thus, there is a 3% difference in the last best offers.

The current cost for the PPO health plan is approximately \$5,451,555. At a 20% PCS, the teachers share is \$1,090,311, with the Board's cost set at \$4,361,244. According to the Board, moving to the HDHP will result in a savings of approximately \$300,300<sup>3</sup>. If, for the sake of discussion, we assume no cost increase in the plan for 2015-16, cost of the new plan would be \$5,151,255. The Association's offer of 18% would result in a PCS of approximately \$927,226. This would be an approximate reduction of almost 15% over the current PCS. The Board's offer of 21% would result in a PCS of \$1,081,763. This is a slight reduction in the amount currently paid for the PPO, less than 1%.

However, testimony indicated that a projected increase of 8% is reasonably foreseeable. Thus, reworking the numbers, an 8% increase on the \$5,151,255 figure would result in an estimated cost of \$5,563,355. The Association's 18% proposal would result in a PCS of \$1,001,403, a little over an 8% reduction in its current PCS. The Board's proposal of 21% would result in a PCS of \$1,168,399, an increase of 7% over its current PCS.

The Board argues that all unionized New Milford employee groups have seen their premium cost share increase by 1% over applicable periods running from 2012-2017. For example, the administrators' PCS for 2014-2015 is 20%, for 2015-2016 is 21% and for

<sup>2</sup> There is no question that the 21 in the last best offer of the New Milford Board of Education means 21%.

<sup>3</sup> The Board also uses a 5.5% cost savings percentage, which would be \$299,834. This is a difference of \$466 from the \$300,300 figure. The difference is negligible. We will use the \$300,300 figure in the calculations.

2016-2017 is 22%. (Board Brief at 7) The Board asserts, "...there is a firmly established precedent in New Milford that each year, each collective bargaining group assumes an additional 1% share, of the cost of the group health insurance benefits provided by the Board." (Board Brief at 7) But, the evidence demonstrates that the "firmly established precedent" is based on PPO or PPO/OAP plans. None were HDHP.

The Board notes that the switch from a PPO to a HDHP will result in a 5.5% savings, "reducing cost by a conservative \$300,300." (Board Brief at 8) However, the Board argues that "The Union's LBO would reduce that savings by increasing the Board's share of the cost of the plan by an immediate 2% in the first year, compared to the current 20% contribution requirement, or by an immediate 3% compared to the Board's last best offer of 21%." (Board Brief at 8) The Board contends, the Association's "regressive proposal, to increase the employer's premium share by 2% in year one, is unprecedented in the State of Connecticut." (Board Brief at 8, emphasis in original)

The Association's proposal is not so much regressive as it is recognition of the reconstituted plan design. But in that recognition there is a reality that the base upon which the PCS is paid is lower. This factor must be taken together with the evidence before us that increases in health care costs is projected to be approximately 8%.

Rates of HDHP in comparison towns show a much smaller PCS when there are at least two plans, a HDHP and a PPO. This holds true in a DRG comparison, an AENGLC plus/minus 6; or, two-deep. However, when the few boards for which there is information go to a HDHP only plan, the percentages increase. For example, in Brookfield the percentage for 2013-14 is 18% and for 2014-15 it remains at 18%. In New Fairfield, for 2013-2014 it is 17%, for 2014-15 it is 17.5% and for 2015-16, it is 18%. Danbury phased out its PPO/HSAP plans to go only with a HSAP plan and in 2014-15 the percentage for the next three years is 16.5%, 17.5% and 18.5%. This evidence shows progression in the rates. What is not in evidence is why the rates were set at that percentage in the first place.

Adopting the Board's last best offer to increase the PCS to 21% is on the high side of comparable towns. However, it is consistent with the 1% yearly increase in New Milford. Noteworthy, even with the increase, the teachers will be paying a lesser amount than under the PPO plan. They, as well as the Board, are the beneficiaries of the plan savings. The subordinate factors of the interest and welfare of the employee group and the existing conditions of employment of the employee group and those of similar groups supports the last best offer of the Association. But, the preponderance of evidence on the primary factors of the public interest and the financial capability do not.

**Based on a review of all the evidence in light of the statutory criteria The Last Best Offer of the New Milford Board of Education is awarded. Mr. Gesmonde dissents.**

**Issue # 3 – Article VI, Section 6.01 Insurance Premium Cost Share—Year 2****Last Best Offer of the New Milford Board of Education:**

2016-2017

1% higher than Year 1 percentage of the premium equivalent/allocation rate for individual, two-person &amp; family.

**Last Best Offer of the New Milford Education Association:**

- C. Premium Sharing. Teachers will participate in premium sharing for health and dental insurance coverages, as follows:

**The teacher premium share for 2016-17 shall remain the same as in 2015-16.**

The discussion on the preceding issue is applicable here with one significant exception. There is no persuasive evidence to indicate that the costs to the teachers should continue to increase by 1% yearly. While the historic trend in New Milford is to increase the PCS by 1% the Board has not established by persuasive evidence that such a trend should continue. Even with a projected 8% increase in health care costs, the 21% PCS is a reasonable percentage. The Board argued that there “there is not a single instance in which the 2015-16 number is lower than the 2014-15 number.” (Board Brief at 8, emphasis omitted) Conversely, there is no persuasive evidence that the number should increase beyond the 21%.

It is accurate that the administrators agreed to 21% in 2015-2016 and 22% for 2016-17. But this was on a PPO plan.

Thus, here the two primary factors--public interest and financial capability--and the two applicable subordinate factors--the interest and welfare of the employee group and the existing conditions of employment of the employee group and those of similar groups--clearly support the last best offer of the Association.

Based on a review of all the evidence in light of the statutory criteria **The Last Best Offer of the New Milford Education Association is awarded.** Mr. Romanow dissents.



**Issue # 4 – Article VI, Section 6.01 Insurance Premium Cost Share—Year 3**

Last Best Offer of the New Milford Board of Education:

2017-2018

1% higher than Year 2 percentage of the premium equivalent/allocation rate for individual, two-person & family.

Last Best Offer of the New Milford Education Association:

- C. Premium Sharing. Teachers will participate in premium sharing for health and dental insurance coverages, as follows:

**The teacher premium share for 2017-18 shall remain the same as in 2016-17.**

The discussion on the preceding issue is applicable here. There is no persuasive evidence to increase the PCS to more than 21%.

**Based on a review of all the evidence in light of the statutory criteria The Last Best Offer of the New Milford Education Association is awarded. Mr. Romanow dissents.**

**Issue #5 – Article VIII, Section 8.02 Impact of Notice of Non-Mandatory Subject of Bargaining re: Elimination of Abbreviated School Days**

Last Best Offer of the New Milford Board of Education:

No new language.

Last Best Offer of the New Milford Education Association:

The Impact re: Elimination of Abbreviated Student Days is addressed in Article 8.04, Section C.

**Discussion**

The Association begins its argument with the following, “Throughout negotiations and during the arbitration hearing, the Board has never provided a satisfactory, or even coherent, explanation of what the intention of this statement is.” (Association Brief at 34)

The Association is referencing a notice provided by the Board in its original packet of proposals. The notice read, “Notice of non-mandatory subject of bargaining: The Board will eliminate abbreviated student school days starting in 2015-2016. Bargaining unit work previously done on these abbreviated days will take place outside of student hours.” (Board Brief at 14)

The initial last best offer of the Association was “No such Language.” This language was also the Board’s final last best offer. However, the Association amended its offer to read: “The Impact re: Elimination of Abbreviated Student Days is addressed in Article 8.04 C.

Adopting the Association’s final last best offer would require that Issue 6 resolve Issue 5. This Panel cannot make a decision on Issue 5 where the substance of the last best offer is in Issue 6. The statute does not contemplate such an outcome. As the Board notes, each issue much be resolved on its own.

The Association opines, “If the Superintendent required teachers to stay beyond their contractual work day the request may be grieved or the Association may demand to bargain the impact of such a request.” (Association Brief at 36) Clearly, this is an issue for the future.

It is in the public interest for this Panel to ensure that the proscriptions of the TNA are complied with. Requiring a last best offer on each issue susceptible to implementation is one such proscription. Here the last best offer of the Board comports with the statutory mandate.

Based on a review of all the evidence in light of the statutory criteria **The Last Best Offer of the New Milford Board of Education is awarded.** Mr. Gesmonde dissents.

**Issue # 6 – Article VIII, Section 8.04 Number of Evening Meetings**

Last Best Offer of the New Milford Board of Education:

Six evening meetings each school year may be scheduled for Open House or similar programs with teacher attendance required.

Last Best Offer of the New Milford Education Association:

C. Up to six (6) meetings each school year may be scheduled for Open House or similar programs with teacher attendance required. In the event the Superintendent designates additional Open Houses or similar programs beyond the normal teacher workday teachers shall be compensated at the rate of \$100 for each such additional Open House or similar program. No teacher shall be required to attend Open House and/or similar programs on consecutive evenings.

**Discussion**

It is evident from the last best offers of the Board and the Association that the maximum number of evening meetings scheduled for Open house or similar programs are six. The Board's offer states that six such meetings may be held while the Association's last best offer states that "up to" six such meeting may be scheduled. The phrasing of either offer caps the number of meeting at six but does not mandate that there are six.

The Association adds the following to its offer: "In the event the Superintendent designates additional Open Houses or similar programs beyond the normal teacher workday teachers shall be compensated at the rate of \$100 for each such additional Open House or similar program. No teacher shall be required to attend Open House and/or similar programs on consecutive evenings."

It is the second sentence that is problematic. It reads, "In the event the Superintendent designates additional Open Houses or similar programs beyond the normal teacher workday teachers shall be compensated at the rate of \$100 for each such additional Open House or similar program." The sentence does not reference evening meetings but rather Open houses or similar programs beyond the normal teacher workday. This is apparently the reference contained in Issue 5 because the last sentence returns to the issue of evening meetings.

The parties have agreed that Article VIII, Sec. 8.04 C, Number of Evening Meetings, was the issue before the Panel. The current language of Section C reads, "Three (3) evenings a school year may be scheduled for Open House or similar programs with teacher attendance required." The Association's last best offer goes beyond evening meeting to incorporate a reference to beyond the school day, but not necessarily evening meetings.

The Association asserts, "The Board's Offer presents no such alternative [to meetings beyond the school day] and in the event additional time is needed outside of the regular work day it will either be resolved through the grievance process or additional negotiations." (Association Brief at 39) Based on the evidence before us, that appears to be the appropriate place to resolve such an issue because resolution of meetings beyond the school day, excluding evening meetings, does not fall within the confines of the issue before us.

Thus, based on the proscriptions of the TNA and the public interest in ensuring compliance with such, the last best offer of the Board is more appropriate than the Association.

**Based on a review of all the evidence in light of the statutory criteria The Last Best Offer of the New Milford Board of Education is awarded. Mr. Gesmonde dissents.**