



**MEMORANDUM**

TO: Members, Stamford Board of Finance

FROM: Thomas Mooney

Cc: Jackie Heftman, Andy George, Josh Esses, Tamu Lucero, Michael Fernandes, Ryan Fealey, Christopher Soules, Kaitlin Herrewyn, Alfred Cava, Ana Gonzalez

RE: Summary of the Tentative Agreement Reached May 31, 2022 between the Board of Education and the Paraeducators of Stamford Association, UPSEU Local 424 – Unit 123

DATE: May 31, 2022

On May 31, 2022, the Stamford Board of Education reached a tentative agreement on a new four-year collective bargaining agreement with the Paraeducators of Stamford Association (POSA), which is represented by the United Public Service Employees Union (UPSEU). In accordance with Section C6-20-7(c) of the City Charter, the Board of Education must now present the tentative agreement to the Board of Finance and request “an advisory opinion to the Board of Education of the total cost and potential long-term burden of the proposed agreements.” The Board hereby provides the following summary concerning the terms of the tentative agreement.

In accordance with the Municipal Employees Relations Act, the Board of Education commenced negotiations with POSA on March 23, 2022. The Board of Education was presented by a Committee that included Jackie Heftman, Andy George, Josh Esses, Michael Fernandes, Christopher Soules, and Kaitlin Herrewyn, and Thomas Mooney, Legal Counsel. In addition, Ana Gonzalez represented the City of Stamford in the negotiations because members of this bargaining unit participate in the defined benefit pension plan operated by the City of Stamford.

For the Board of Education, two key issues dominated the negotiations. First, the salary schedules for paraeducators in Stamford have not attracted employees to fill the available positions, especially in the area of special education, and over the course of the current contract year (2021-2022), the district has had dozens of vacancies it has not been able to fill. These unfilled vacancies are a significant challenge, because paraeducator positions have evolved from supporting teachers to being key elements in the individualized education plans (IEPs) for children with disabilities. Accordingly, the Board of Education was committed in these negotiations to take significant action to assure that paraeducator positions in Stamford are filled.

Second, the Board recognized that the paraeducators were the last group in Stamford in which all bargaining unit members were eligible to participate in the defined benefit pension plan

administered by the City pursuant to Charter. A priority for the Board of Education, therefore, was to negotiate a defined contribution pension plan for new employees (that will be administered by the Board of Education), thus cutting off the accruing liability the City confronts with the defined benefit plans that cover various employees.

The tentative agreement reached today includes provisions related to both of these two goals. The key terms of the tentative agreement presented to the Board of Finance for its advisory option are as follows:

## **I. SALARY**

Ryan Fealey will be providing a cost analysis of the salary settlement. The key terms are as follows:

- 2022-2023:
  - Each step on the salary schedule will be increased by \$1,500.
  - For special education paraeducator positions, an additional \$2,500 will be added to each step on the salary schedule.
  - Paraeducators not at the maximum step of the applicable salary schedule will advance one step.
- 2023-2024:
  - Each step on all salary schedules will be increased by 3.5%.
  - The first step of the salary schedule will be eliminated, and new hires with no experience will be hired at step 2.
  - Paraeducators not at the maximum step of the applicable salary schedule will advance one step.
- 2024-2025:
  - Each step on all salary schedules will be increased by 3.5%.
  - The second step of the salary schedule will be eliminated, and new hires with no experience will be hired at step 3.
  - Paraeducators not at the maximum step of the applicable salary schedule will advance one step.

- 2025-2026:
  - Each step on all salary schedules will be increased by 3.5%.
  - Paraeducators not at the maximum step of the applicable salary schedule will advance one step.

**II. Pension:**

Paraeducators hired after July 1, 2022 will not be eligible for the defined benefit pension plan in which currently-employed paraeducators participate. Rather, such newly-hired paraeducators will participate in a defined contribution pension plan. The tentative agreement describes the terms of the defined contribution pension plan as follows:

- Paraeducators participating in the defined contribution plan shall contribute four percent (4%) and the Board shall contribute six percent (6%) of wages to the paraeducator’s retirement benefit account. Such contributions shall be deposited in the paraeducator’s account in equal installments over the year.
- The defined contribution plan shall provide that Board contributions vest immediately.
- The defined contribution plan shall provide that participating paraeducators may not take loans from their retirement benefit account.
- The defined contribution plan shall permit participating paraeducators to make additional contributions to their retirement benefit account up to IRS limits applicable to Section 403b plans.

This plan will be administered by the Board of Education.

**III. INSURANCE:**

Members of this bargaining unit currently participate in the State Partnership Plan, and therefore plan design was not subject to negotiations. The Board achieved two changes in the insurance program, as follows:

Premium contributions:

Members of this bargaining unit are among the lowest-compensated employees for the Board of Education and the City, and thus only moderate increases in premium cost sharing percentages were negotiated:

2022-2023:	18% (no change)
2023-2024:	18.5%

2024-2025: 18.5%  
2025-2026: 19%

### Changes in the State Plan

The contract already gives either party the right to initiate reopener negotiations if there are material changes in the State Plan. In these negotiations, the parties also agreed at the Board's request that either party may initiate reopener negotiations if the State offers an insurance plan option different from the current plan design.

#### **IV. CONTRACT LANGUAGE:**

Through negotiations, the parties agreed to a number of language changes, as follows:

- Part-time employees (new):

Through these negotiations, the Board will now have another way to address the concern about paraeducator vacancies. The parties agreed that the Board of Education may now hire part-time classroom assistants to provide needed services to students and teachers if and when vacancies go unfilled. Given the narrow purpose for such part-time classroom assistants, the Board agreed that these part-time position will not affect the job security of unit members.

- Other language changes:

Through the negotiations, the parties agreed to a number of other language changes, as shown in the red-lined contract, but none of these changes are projected to have a significant cost impact on the Board of Education. These changes include the following:

- Sharing of additional employee information with the Union and codification of union rights to visit the workplace in accordance with Public Act 21-25.
- Clarification of the starting date for the paraeducator work year.
- Clarification that paraeducators have a one-half hour unpaid lunch, and that, as non-exempt employees, they are entitled to be paid when they are required to work through their lunch or break time.
- Maximum sick leave accumulation was increased from 140 to 186 days. However, there is no change in the annual entitlement of 12 sick days (10 days in the first year of employment).
- The parties clarified that grievances arising from an alleged violation of Board policy or procedure will end at the Board of Education level and will not be subject to arbitration.
- The Board retains the right to transfer paraeducators involuntarily, but now the paraeducator transferred involuntarily to a lower-paying position will retain the higher salary for a period of one year (or until the

paraeducator is reassigned to the higher paying position, whichever occurs first).

- Paraeducators who are independently exercising classroom responsibilities for thirty minutes or more, rather than sixty minutes as currently provided, (and who are qualified to serve as substitute teachers) will now receive an hourly stipend of \$16.00 to a maximum of \$85 (up from \$15.00 to a maximum of \$80).
- The parties clarified that personal leave will be permitted only for pressing personal business that cannot be conducted outside of work hours.
- The bereavement language was changed largely to track the bereavement provision in the SEA contract. Also, the Unit President or designee may be granted leave to attend the funeral if a current bargaining unit member dies.
- The parties clarified the circumstances when the Unit President or designee will be released from duty to engage in union business, including meetings with management.

We hope that this information is helpful to the Board of Finance. The Board of Education considers this settlement fair and constructive, and it addresses the major concerns that the Board of Education brought to the negotiations. The Board of Education thanks the members of the Board of Finance for your consideration of this matter, and it respectfully requests a favorable advisory opinion from the Board of Finance.