

MINUTES OF THE PERSONNEL COMMITTEE MEETING
CITY OF STAMFORD, CONNECTICUT
URBAN REDEVELOPMENT COMMISSION
THURSDAY, DECEMBER 12, 2013

1. Roll Call

The Personnel Committee meeting was called to order by Commissioner Peter Sciarretta at 4:33pm. The following were in attendance:

Personnel Committee Members:

Peter Sciarretta
Taylor R. Molgano

Staff:

Dr. Tommie Jackson, Executive Director
Rachel A. Goldberg, Esq., General Counsel
Durelle Alexander

2. Review General Counsel Classification & Related Issues:

Commissioner Sciarretta said he had called Attorney Goldberg to check in and see how she was and to let her know it was a priority to listen to her questions and concerns. After speaking to the Executive Director, it was decided that a Personnel Committee meeting be held specifically to address her concerns.

Attorney Goldberg suggested that it might be helpful to review her questions with regard to the November 22, 2013 letter issued by the Executive Director, as follows:

- (i) The salary quoted at \$1,563.23 for 20 hours a week for the part time general counsel position is not accurately prorated. Following discussion, it was agreed that this amount will be corrected to reflect the part time 20 hour week rate of \$1,786.55. Commissioner Sciarretta asked for clarification on "part time." Attorney Goldberg said that part time is legally anything under 35 hours; further, that part time in the Personnel Policy raises the issue of health benefits, which are available to employees who work 20 hours or more.
- (ii) The 7.5% contribution by the Commission to the employee's pension plan will need to be adjusted to the corrected part time salary rate, only as stated above. Attorney Goldberg will continue to contribute a 5% match to the pension based on her part time salary.
- (iii) There is a typo in the line pertaining to holiday pay prorated at the rate of .571%. This error will be corrected to reflect holiday pay prorated at the rate of 57.14%.
- (iv) The Commission's current policy is that an employee contribute 12% and, in the part time offer letter, it has been raised to 17%. Attorney Goldberg noted that the Commission never voted to approve and/or raise the rate. She proposed that the Commission leave the rate as it is and tie it automatically to the current rate paid by the Law Department (12%) and, if it goes up when they negotiate a new contract, she would agree to that increase. Following discussion, the Personnel Committee and Attorney Goldberg agreed to a 14.5% health insurance contribution.

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Attorney Goldberg said, "What I'd hoped to accomplish this afternoon was to go through all the issues and have the Personnel Committee reach a contract agreement with me to present to the full Board for approval at tonight's Commission meeting."

Attorney Goldberg said, "The next issues concern separation payment and there are two categories. The first is my engagement letter which provides for 90 days." Commissioner Sciarretta said, "That's assuming you are leaving." Attorney Goldberg responded, "I am leaving the position that I was initially hired for." Executive Director Jackson said, "For the sake of discussion, the Commission's position has been that it is not a new position; it's a change in position from full time to part time." Commissioner Sciarretta asked, "What is a separation payment?" Attorney Goldberg responded, "If I am no longer doing the job that I was hired to do, and the employment attorneys I have talked to about this are in agreement, I am entitled to receive the 90-days separation payment." Commissioner Sciarretta asked, "Why does that go into effect?" Attorney Goldberg responded, "You terminated me from my current full time position. That is the way the court will look at it." The Executive Director said that although her status had changed, the position is still in existence on a part time basis. Commissioner Sciarretta asked, "What does this mean? Ninety days salary?" Executive Director Jackson replied, "Yes, plus any accrued benefits (vacation & sick leave), totaling roughly \$83,000." Commissioner Sciarretta said, "The only thing I don't agree with is that I heard Rachel say that the separation payment happens whether or not she takes the part time position...I don't see nor want Rachel as terminated or eliminated." Attorney Goldberg said, "Which is why Dr. Jackson on behalf of the Commission gave me an offer letter stating the terms of a new job that we'd like you to take. But it's an offer for a different job than I have now. If I don't accept the job that you offered me in your November letter, have I been terminated? Why did you offer me a new job if I hadn't lost my old job? Look at it another way – if I were to agree and I didn't get paid the 90 days and then I'm terminated in three months, my separation pay is reduced by nearly half." Commissioner Sciarretta said, "My last question, and then I'd like to move on, is if an event occurred where a separation payment was met, are you in agreement that this hiring letter is (a) something that we're bound to, and (b) that the hiring letter number equals around \$83,000?" Attorney Goldberg responded, "If I voluntarily left, I wouldn't be entitled to that 90 days. I wouldn't have been entitled to any separation payment. I would have only been entitled to my vacation leave and 25% of my sick leave." Commissioner Molgano asked Attorney Goldberg to summarize her proposal. She responded, "On January 2, 2014 I would get paid for the 90 days plus currently accrued vacation and sick leave at the current hourly rate and then starting on December 23, 2013, I'd have zero vacation days, zero sick time, be paid for 20 hours and begin accruing my vacation/sick time on a pro rata basis." Commissioner Molgano asked, "Is this a new position or is it not a new position?" Discussion ensued. The Executive Director suggested holding Attorney Goldberg's earned accrued time in abeyance at the same rate, payable to her if and when she should decide to leave.

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Attorney Goldberg continued, "The last item is the reduction in work force...whether or not it's 12 years that the Chairman talked about at the last meeting or the 35 years that I've been here. My suggestion to resolve this is as follows: you agree to pay me based on the 12 years in two payments between now and the end of the fiscal year and we agree to an arbitration process to be accomplished as soon as possible, in the next three to six months, and let an arbitrator decide if I'm right or if the Chairman is right." The Executive Director questioned whether or not the reduction in force was significant. Discussion ensued. Attorney Goldberg said, "The reduction in force is 'significant.' You're reducing your payroll budget by almost half ... you've reduced your total number of work hours substantially...there's no question that that's a significant reduction in force. The question then is whether or not the period before January 1, 2002 is included in the payment due to me and we have a disagreement about that."

Attorney Goldberg said, "What I have tried to propose is a package. My package is on one side, your offer is over there ... and if I don't accept it, we are going to be in court because I am going to be suing the Commission and the City for improper discharge and I am going to be suing to recover all of these funds and the 90 days and the vacation time and the 35 years. So what I've put together is a proposal as a compromise so we don't go there because I believe a lawyer with 35 years' experience can either go work for another law firm or another community at a comparable salary. I'm trying to come up with a settlement agreement that I thought fairly resolves all of our differences." Commissioner Sciarretta said, "We are all here to come to a solution. We want you to stay. But with what you are giving me, I don't see any compromise. You want full separation. You want the maximum of everything, so where's the compromise?" Executive Director Jackson said, "We are getting ahead of ourselves. This discussion, in my opinion, presupposes the position that Attorney Goldberg assumes she has been terminated...and she has not been terminated."

Commissioner Molgano asked, "What kind of money are we talking about? What's 12 years?" Attorney Goldberg responded, "Approximately \$300,000. For 30+ years, the amount would be approximately \$700,000." Commissioner Sciarretta said, "I called this meeting because I care and wanted to listen but this Personnel Committee cannot go into a Board meeting talking about \$700,000 plus \$83,000 when clearly we don't have the funds to pay. Monetarily, it's not a conversation that can happen." Attorney Goldberg asked to finish her proposal, saying that "what she was proposing was not to be paid at once." She said, "What I was proposing was if the arbitrator agreed with me, then I would get paid over a period of years, not in a lump sum which I understood you couldn't afford because you don't have the money." Commissioner Sciarretta said, for the record, "Nor am I making any representation that we are obligated to pay that kind of money." Commissioner Molgano said, "We're not here to make a decision. We're here to hear a proposal and see how we are going to handle this."

have forever lost the right to claim any of the separation agreement and reduction in work force.” Commissioner Molgano said, “So you want \$383,000 to stay as General Counsel plus arbitration?” Commissioner Sciarretta said, “Assuming that the URC agrees to the 12 years.”

Commissioner Sciarretta concluded, “If the goal/objective of this meeting was to hear your concerns, we have listened and met that 100%. This cannot be solved tonight. I would like the Executive Director to try to find a creative way to retain Rachel in the permanent part time position as General Counsel that will allow us to keep functioning and spend more time on these issues.” Discussion continued. Attorney Goldberg, having agreed to the first four items previously referenced, suggested there be an additional agreement in writing that says for the near term, she will work part time while we try to resolve the issues of separation and reduction in force, with both parties agreeing that her staying on in that capacity does not in any way deny her the ability to argue at a future date and that neither party waives their respective position. She also noted that her accrued vacation/sick leave (\$26,898) was to be paid by January 2, 2014th. Following further discussion, it was the sense of the Committee that there needed to be a final decision by a date certain. Attorney Goldberg suggested tying it to the February meeting date. Executive Director Jackson suggested 45-days. No decision was reached.

3. Adjournment

The Personnel Committee meeting was adjourned at 6:03pm.