

***Common Council Actions***

**SPECIAL MEETING OF THE  
COMMON COUNCIL  
NOVEMBER 8, 2005**

ATTENDANCE: Fred Bondi, Council President; Betsy Bain; Douglas Sutton; William Krummel; Kevin Poruban; Peter Wein; Calvin Hilliard; Kenneth Baker; Lee Levey.

STAFF: Pam Stark, City Clerk.

OTHERS: Thomas Hamilton, Director of Finance; Louis Cicciarello, Corporation Counsel.

**I. CALL TO ORDER**

Mr. Bondi called the meeting to order at 8:02.

Ms. Stark called the roll.

Mr. Bondi announced that Mayor Alex Knopp and Council members Mr. Richard McQuaid and Mr. Douglas Hempstead have recused themselves from the meeting.

**II. CORPORATION COUNSEL**

**1. TO CONSIDER THE REJECTION OF THE ARBITRATION AWARD, DATED OCTOBER 11, 2005, IN THE MATTER OF NORWALK BOARD OF EDUCATION AND NORWALK FEERATION OF TEACHERS, PURSUANT TO SECTION 10-153f OF THE CONNECTICUT GENERAL STATUTES**

Mr. Bondi called for questions. Mr. Krummel stated that he would like to offer a resolution.

**\*\* MR. KRUMMEL MOVED THAT FOR ANY FUTURE PROPOSED AGREEMENT INVOLVING A SETTLEMENT SUCH AS THE COUNCIL HAS BEFORE THEM THIS EVENING, THAT THE MAYOR'S OFFICE AND THE FULL COUNCIL BE INFORMED AS SOON AS THE COPIES OF THE AGREEMENT ARE RECEIVED AT CITY HALL.**

Mr. Bondi asked Mr. Krummel to state who he thought should make the notification and asked if he wanted to stipulate any particular person or persons to be notified. Mr. Bondi suggested he stipulate the Town Clerk, since that office was where the agreements were filed. Mr. Krummel said that if the agreements were filed with the Town Clerk, then the Town Clerk has the responsibility of notification. He suggested that the Mayor's office and the Council members be copied with the terms of agreements just as they had been

for this meeting, and as the Director of Finance and the President of the Council had been copied.

Mr. Bondi called for discussion on the resolution. Ms. Bain stated that it would be appropriate to understand how contracts get filed and what the requirements of the State statutes and notifications were, as it was slightly unclear.

Mr. Cicciarello remarked that the Statute requires that, by a stipulated arbitration such as this, for the arbitrator, or arbitrators, to file the award with the Town Clerk's office, the Union and the Board of Education. He went on to say that in that particular section of the Statute, there is no particular requirement that the Town Clerk give notice to anyone. Mr. Cicciarello stated that in an earlier part of the same Statute, where there is a situation where the Union and the Board of Education negotiate a contract without arbitration, they are required to file with the Town Clerk, and at that time, in that particular portion of the Statute, it states that the Town Clerk shall give notice to the public. He said that notice is not defined in the Statute and there were no cases on it that he could find. Mr. Cicciarello said that, in the section the Council was dealing with at this meeting, where there has been a stipulated arbitration award, there is no obligation on the part of the Town Clerk to do anything, which was why he suggested to the Council President the type of resolution which has just been made.

Ms. Bain said that she would support Mr. Krummel's motion because, if indeed it is the Council's opportunity and responsibility to review settlements, that there should be conditions so that there is sufficient time to give them due consideration. She just wanted some clarification as to who was responsible for filing, as there had been some question in the past, and that, in this instance, it was the arbitrators' responsibility.

Mr. Bondi stated that, just to make a stipulation, in this particular filing, the Council most likely couldn't have acted on it anyway, because this was an arbitration that came back after they had already voted on it. Mr. Wein stated that they hadn't voted on it, what had happened was that the time had expired on it.

Mr. Cicciarello stated that, in his opinion, any attempt to vote to reject this contract would be improper because the Statute doesn't have a thirty-day time limit as was assumed by Mr. Davidson, and the Statute was confusing in that respect because it creates two classes of contracts. One is, as he referred to earlier, where the Union and the Board of Education agree on a contract and file it with the Town Clerk, and there they would have a thirty-day time limit. However, where there is an arbitration award, the Statute, for whatever reason, provides only a twenty-five day time limit, and that would have expired on November 7th, which was the past Monday.

Mr. Cicciarello said he should also point out that the Council, two years ago, had a similar experience with the same type of situation; that is, a stipulated award was presented to the Council to review, and the Council actually rejected the contract, and indicated the Council members might recall the situation. He said the contract was rejected under the Statute; arbitration was resumed; a new arbitrator was appointed; Mr.

Hamilton attempted to meet with representatives from Hartford who came to Norwalk but the arbitrator would not allow it because the Statute indicated the City was not a part of the discussion; only the parties involved, the Union and the Board of Education, were allowed to participate. Mr. Cicciarello said that under the Statute their last best offers were controlled, and due to the fact that the Board of Education and the Union agreed that the last best offers were expressed in the rejected contract, the arbitrator simply stamped the contract as approved, as she thought she was required to do, and that was the end of the case. Under the present state of law, any rejection of a contract under a stipulated agreement, in his mind, was a useless exercise, and any further resolution that the Council might want to consider is up to the Council, which would be to try to get the general assembly delegation from the City to try to make a change in this law to give the City some real impact where there is a rejection of the contract. Mr. Cicciarello said that in the present state of affairs, it was less than zero.

Mr. Wein said that in the motion where the wording said that the Mayor and the Council should know “as soon as,” it can’t be “as soon as,” the Council should have the notification at the exact same time. Mr. Bondi asked for clarification of his statement. Mr. Wein said that the wording shouldn’t say that the Council and Mayor get notified “as soon as,” it should say that they receive it in a certain period of time so that they are not five days late. He said he thoroughly agreed that the Council members sometimes get the notifications very late and don’t have the chance to really explore and review them in order to make the decisions they are supposed to be making. He felt they should be getting things with enough time to review them. Mr. Wein asked who on the Council pays enough attention to make sure the members get these notifications within the twenty-five or thirty-day time limits. He stated that Mr. Cicciarello has indicated this is the second time that something like this has happened, and asked if this wasn’t something the Council should be alerted to.

Mr. Cicciarello said the Common Council acted timely two years ago, but he couldn’t say how it happened that they did so. He said that under the Statute the negotiated agreement is sent to the Town Clerk and the Board of Education, who may have, two years ago, sent the Council a copy that prepared the Council to go forward. Mr. Cicciarello stated he could not say what had happened this year. He stated that the fact of the matter is that the contract goes to the Town Clerk; the Town Clerk then notifies, and there is no statutory obligation for the Town Clerk to notify the Council, as he had indicated earlier, which was the reason he suggested the resolution be proposed that Mr. Krummel had proposed at the beginning of the meeting.

Mr. Wein questioned that once the Town Clerk gets the contract, nobody else knows about it and it just gets filed. Mr. Cicciarello said yes, unless the parties involved send copies to the City, that’s the way it goes. Mr. Bondi stated that in this case the people who were copied on this contract were Ms. Rosa Murray, as Chairman of the Board of Education; Mr. Bruce Mellion, President of the Federation; the Town Clerk, and the Finance Director. Mr. Wein said so there was no way anyone on the Council could have been alerted. Mr. Bondi replied, no, unless one of those four people alerted the Council,

and at this time the Council was making a resolution to advise the Town Clerk to now alert them.

Ms. Bain stated that, since the Town Clerk's office is where the documents go, the Council should be notified of any contracts at all times, City contracts as well as Board of Education contracts, because the Council is asked to take a stand on City contracts, and they ought to be getting the information in sufficient time to do an intelligent analysis of them. She said that even though the time has passed on whether they can make a decision or take a vote on this particular contract, from the information that was mailed to the Council members by the Finance Department, analyzing the settlements made in this award with the Board of Education, she felt was in a fair range, the Board of Education was contributing a larger amount of the cost of the insurance and their wage increase is comparable to the settlements that were given for the last ten years of municipal contracts. She said if they had gotten the notification in enough time to vote, she would have voted in favor of it because she felt it was a fair settlement.

Mr. Bondi stated the Council should vote on the resolution that was before them. Mr. Ciccirello asked if there was anything else to add to the resolution. Mr. Bondi asked the secretary to read the resolution back to the Council. The secretary did so.

Mr. Krummel said there was further wording that had been added regarding the contract and more detail on the type of settlement they had been discussing. Mr. Bondi asked Mr. Krummel to restate his resolution.

**\*\* MR. KRUMMEL MOVED THAT THE COUNCIL RESOLVES THAT ANY SETTLEMENT, ARBITRATION OR OTHERWISE, THAT THE CONTRACT BE FORWARDED TO THE MAYOR'S OFFICE AND THE COUNCIL PRESIDENT'S OFFICE, IN ADDITION TO THE TOWN CLERK.**

Mr. Bondi questioned that Mr. Krummel's motion included any contract, not just for the Board of Education contracts. Mr. Krummel agreed, saying any contract or negotiation.

Ms. Bain added that as an amendment or clarification, that notification be made to the Mayor's office and Council President within two days of being filed with the Town Clerk. Mr. Krummel said that what he really wanted was to have the Mayor's office and the Council President copied, just as in this particular case, as the Town Clerk and the Chairman of the Board of Education were copied. Ms. Bain asked if that was according to the State Statute? Mr. Krummel said the Statute didn't state the number of people to be copied. Mr. Ciccirello said this was a resolution directed at the Town Clerk. Mr. Bondi agreed and said it was outside of the statute.

The resolution was finalized as:

**\*\* MR. KRUMMEL MOVED THAT THE COUNCIL RESOLVES THAT ANY SETTLEMENT, ARBITRATION OR OTHERWISE, THE CONTRACT BE FORWARDED TO THE MAYOR'S OFFICE AND THE COUNCIL PRESIDENT'S**

OFFICE, IN ADDITION TO THE TOWN CLERK, WITHIN TWO DAYS OF BEING FILED WITH THE TOWN CLERK.

Mr. Bondi asked if everyone understood the resolution as it now stood. There was general agreement. Mr. Bondi asked for a vote by a show of hands.

**\*\* MOTION PASSED UNANIMOUSLY.**

Mr. Bondi asked if there was any other business to come before the Council. There was no other business.

Mr. Bondi thanked the members of the Board of Education for attending the meeting. He stated that there were other matters regarding the Board of Education, which came up before the Council throughout the year and they were welcome to attend the Council meetings. Mr. Bruce Kimmel stated they were invited to come, and here they were. He invited the members of the Council to attend the Board of Education meetings as well.

Mr. Thomas Hamilton asked to address the Council and was recognized by Mr. Bondi. Mr. Hamilton stated that the previous night at the Council meeting he had read to them a piece of legislation that was filed by Larry Cafero that deals directly with the issue the Council had been discussing this evening. He asked that the Council members consider that issue since they were here tonight on the same general subject, and possibly take a position to support that kind of a change in the law so the Council would be permitted to participate in the arbitration when a contract has been rejected by the City Council. Mr. Bondi asked Mr. Hamilton to send him a copy of the legislation so he could bring it up at the next Council meeting. Mr. Hamilton said he would be delighted to.

Ms. Bain said that one of the reasons the Council met in special session was that they didn't have an opportunity or a time frame in which to act on this, but rather than taking up the issue in a special session as they did tonight, this is a Council which is in flux, and in the future they should defer any actions until the full Council can meet. Mr. Bondi said that's why he asked Mr. Hamilton to get a copy to him and he will be happy to forward it on to the next Council.

Mr. Krummel said that since they have the Corporation Counsel here with them tonight, he would like to ask a question concerning the arbitration proceedings. He said he noticed that there was no appearance by the fiscal authority at the arbitration hearing, and asked if that was an oversight on their part or a deliberate decision not to send anyone to the arbitration. Mr. Hamilton asked if he could respond. Mr. Bondi said yes.

Mr. Hamilton said it wasn't an oversight, his department had prepared testimony and prepared to give testimony. He was advised by the counsel for the Board of Education that the settlement had been reached; therefore his testimony would not be necessary. Mr. Hamilton said the description of what happened last year, not two years ago as had been said earlier, was exactly what would have happened if he had tried to testify this time. He showed up at the hearing last year; there was indication made by the Board's attorney

that the parties had reached agreement; and, therefore, there was no requirement to take testimony. The arbitration panel ruled that it was proper not to hear that testimony and he was prevented from testifying, and so he was advised not to testify during this arbitration.

Mr. Bondi asked if there was any further business. As there was no further business, Mr. Bondi asked for a motion to adjourn.

**\*\* MR. BAKER MOVED TO ADJOURN THE MEETING.**

**\*\* MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:26 p.m.

Respectfully submitted,  
Linda J. Hayes  
Telesco Secretarial Services

