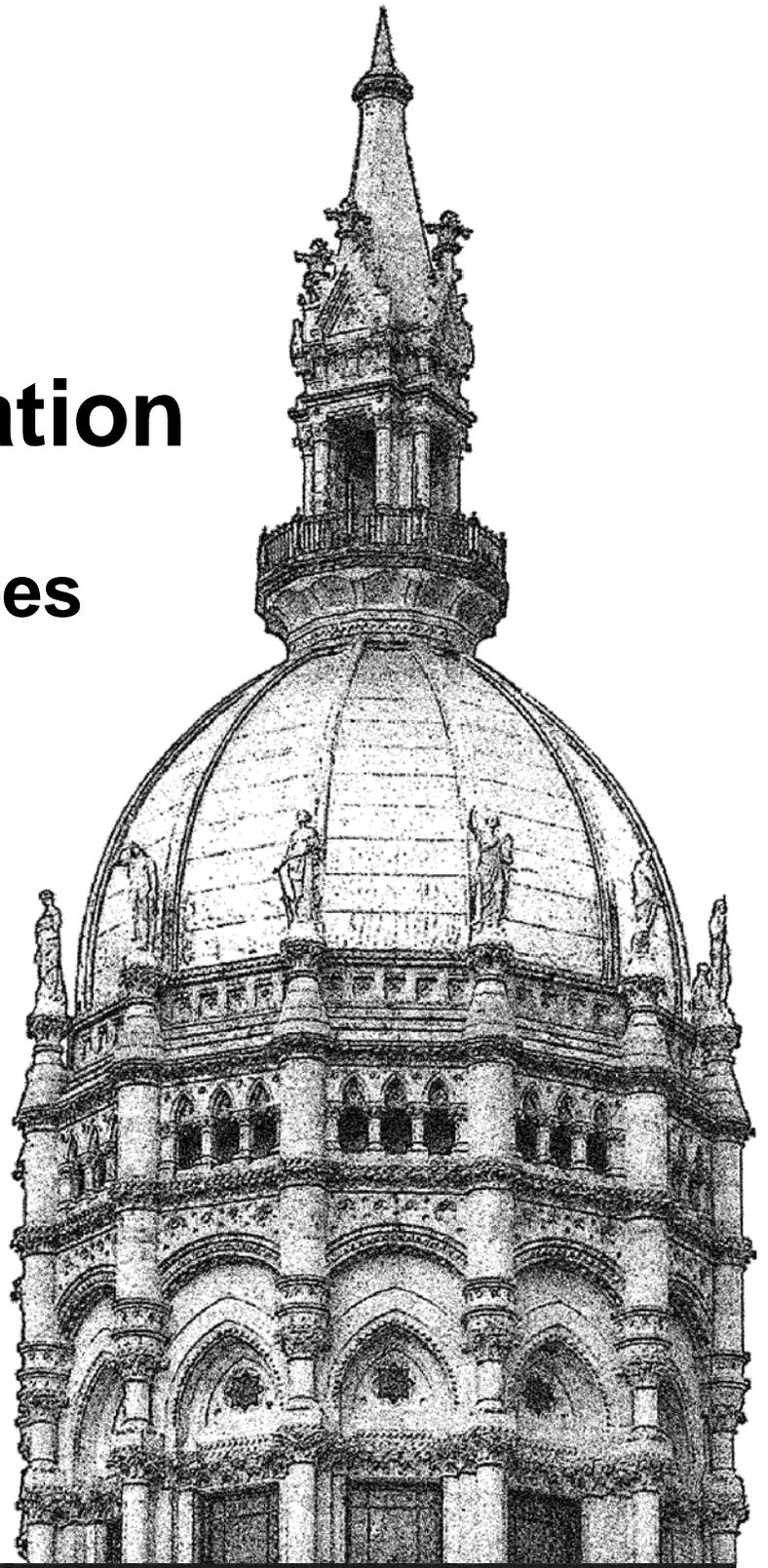


# **Binding Arbitration Municipal and School Employees**

JANUARY 2006



**Legislative Program Review and  
Investigations Committee**

Connecticut General Assembly

**CONNECTICUT GENERAL ASSEMBLY  
LEGISLATIVE PROGRAM REVIEW AND INVESTIGATIONS COMMITTEE**

The Legislative Program Review and Investigations Committee is a joint, bipartisan, statutory committee of the Connecticut General Assembly. It was established in 1972 to evaluate the efficiency, effectiveness, and statutory compliance of selected state agencies and programs, recommending remedies where needed. In 1975, the General Assembly expanded the committee's function to include investigations, and during the 1977 session added responsibility for "sunset" (automatic program termination) performance reviews. The committee was given authority to raise and report bills in 1985.

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Project Staff

Brian R. Beisel  
Miriam P. Kluger

**STATE CAPITOL ROOM 506**  
Email: [pri@cga.ct.gov](mailto:pri@cga.ct.gov)

**HARTFORD, CT 06106**

**(860) 240-0300**

[www.cga.ct.gov/pri](http://www.cga.ct.gov/pri)

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LEGISLATIVE PROGRAM REVIEW  
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**Binding Arbitration  
Municipal and  
School Employees**

JANUARY 2006

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# BINDING ARBITRATION FOR MUNICIPAL AND SCHOOL EMPLOYEES

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# Executive Summary

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## **Binding Arbitration for Municipal and School Employees**

The Legislative Program Review and Investigations Committee authorized a study of binding arbitration in Connecticut for municipal and school employers and employees in April 2005. Municipalities and school districts in Connecticut settle labor impasses using a form of arbitration called “last best offer, issue-by-issue” binding arbitration; strikes are illegal.

Introduced under the state’s Municipal Employee Relations Act (MERA) in 1975 and the Teacher Negotiation Act (TNA) in 1979, the process is based on parties submitting their last best offers on each disputed issue to either a single arbitrator or a tripartite panel (which includes a neutral arbitrator and one “advocate” arbitrator for each party). The State Department of Education (SDE) administers the Teacher Negotiation Act, and the Department of Labor, through the State Board of Mediation and Arbitration (SBMA), administers the Municipal Employee Relations Act.

Advocates of binding arbitration argue the process resolves collective bargaining impasses in a fair and timely manner, and adds finality to the contract negotiation process while balancing contractual conditions with the public interest and financial capability of municipalities and school districts. Opponents maintain the current statutory criteria used by arbitrators are vague, and the process limits the review capacity of the local legislative authority in that it effectively turns over local budgets to arbitrators who are not town residents.

The report describes the binding arbitration processes used under TNA and MERA, including whether they achieve their intended purposes of resolving contractual impasse in a timely manner and according to statutory criteria. The report also analyzes how frequently binding arbitration is used as a means of contract settlement, compares negotiated/mediated settlements to arbitrated settlements in terms of results, examines the process to appoint and select neutral arbitrators, evaluates the impact of timetables governing the collective bargaining process, and analyzes the direct and indirect financial impact of binding arbitration on local budgets.

### **Overview**

The program review committee found that binding arbitration is used relatively infrequently as a contract settlement method. Between FYs 02-05, arbitration was used for 10 percent of TNA settlements and 4 percent of MERA settlements. Nearly nine in ten MERA contracts are settled in negotiation, while mediation is used more frequently under TNA.

There are also particular municipalities, regardless of size and wealth, which tend to settle a greater percentage of their contracts in arbitration. In general, cities, and to a lesser extent suburbs, are more likely to use arbitration than rural towns. Arbitration is also more likely to occur in municipalities with more contracts being negotiated simultaneously. Additionally, teachers are four times as likely as administrators to use arbitration; police, fire fighters, and water/sewer/utility workers are more likely to do so under MERA.

Although TNA and MERA use the same form of binding arbitration, some differences exist. A key difference is that TNA has statutory time frames for the collective bargaining process, while MERA allows parties to mutually “waive, defer, or modify” statutory requirements, including arbitration time frames.

### **Arbitration Awards**

The committee found that arbitration awards analyzed under TNA and MERA were relatively consistent in their overall format, although arbitrators need to more fully address the statutory criterion of “public interest,” as well as consistently include agreed upon language in arbitration awards. MERA arbitrators also frequently referenced a municipality’s budget reserve in awards when determining financial capability, although not required by statute. The committee also believes more uniformity is needed in how arbitrators handle identical last best offers.

General wage increase last best offers for management and labor were approximately one point apart, differing between 0.7 percent to 1.2 percent for each year of the contracts analyzed. Overall, the committee found that MERA arbitrators choose management’s last best offers more often than labor’s; the same holds true for general wage increases and health insurance premium cost share amounts. For TNA arbitrators choose offers of boards of education and teachers at roughly the same frequency, while teachers’ offers for general wage increases and health insurance premium cost share amounts are chosen more often.

### **Fiscal Analysis**

Implementation of municipal and school employee contracts, which provide basic public health, safety, and education services to municipal residents, represents the vast majority of municipal expenditures. No matter how these contracts are resolved, the services they represent come at a sizeable cost. Acknowledging that providing local services costs money, a central question is whether binding arbitration, as the final dispute resolution method of last resort, increases these costs in a significantly different way than negotiation/mediation and unduly impact town budgets, taxes paid, and services received.

Overall, the committee found no evidence that arbitration has driven up costs. For the period analyzed, higher general wage increases were not found in arbitration awards in comparison to negotiated contracts. MERA contracts, for example, had similar general wage increases regardless of settlement method. Negotiated contracts for teachers on the other hand, tended to have greater general wage increases than arbitrated awards, while administrators received significantly higher general wage increases when they settled in arbitration.

By and large, the collective bargaining system is working in that municipalities with “higher financial capability” (as defined by the committee) have contracts/settlements with relatively higher general wage increases, and municipalities with “lower financial capability” (as defined by the committee) are more likely to have contracts/settlements with relatively lower general wage increases.

## **Arbitration Process**

Generally, state oversight of the administration of TNA and MERA is appropriate, although some improvement is needed. MERA negotiated contracts, for example, are mostly settled after their expiration dates, including after the time when arbitration should be imposed under the law, which is 30 days after the contract expiration date. One in five settlements occurred more than one year after the contract expiration date.

An explanation for this occurrence is that binding arbitration under MERA is not imposed in over half of the times it is required, mainly due to SBMA not having a full accounting of contract expiration dates. Additionally, over 40 percent of arbitrated awards occurred more than two years after the contract expired. In contrast, TNA contracts all settle by their expiration dates, which is how the system is designed.

Stipulated awards account for 12 percent of all TNA contract settlements and 54 percent of TNA arbitration awards. The committee found that current law does not provide the same process for local legislative bodies to review/reject stipulated awards as it does for other types of resolutions. MERA treats full stipulations between the parties as negotiated agreements, which are reviewable at the local level. Alternatively, MERA negotiated settlements for board of education employees do not have the opportunity for review by the local legislative body, and almost half of MERA settlements fall into this category.

## **Arbitrator Appointment Process**

The processes for appointing neutral arbitrators differ under TNA and MERA, and no significant problems were found with either process. Both processes provide sufficient levels of accountability, including requiring unanimous approval from their respective selection committees. The processes have also been “legitimized” by time.

The arbitrator appointment process for second review panels under TNA and MERA, however, needs to be formalized. The committee also found that the second panel review is useful and does not always uphold decisions reached by first panel arbitrators.

Although a relatively small number of arbitrators hear most arbitration cases, the current system of having the parties mutually agree to the selection of a neutral arbitrator to hear their case is an acceptable process to many and does not seem to increase the possibility of decisions being “similar” among awards.

If SDE should determine that more arbitrators are needed for the TNA panel, it can choose to re-establish its intern program for training of prospective arbitrators. A comparable program, however, does not exist with SBMA, and would need to be developed as one avenue for adding more arbitrators to the MERA panel.

## Recommendations

The committee adopted the following 14 recommendations:

1. **The Municipal Employee Relations Act shall be amended to require each arbitration award include all agreed-upon language between the parties prior to the issuance of the award. The State Board of Mediation and Arbitration should review awards to assure that agreed-upon language is included.**
2. **The Municipal Employee Relations Act and the Teacher Negotiation Act shall be amended to clarify when parties make identical last best offers on a previously unresolved issue, the arbitrators should consider the issue resolved, and incorporate the issue resolution into the agreed-upon language portion of the award.**
3. **Arbitration panels (and single arbitrators) should ensure that arbitration awards fully address the required statutory criteria, particularly for issues dealing with general wage increases and health insurance premium cost share. Increased attention should be given to addressing the priority criterion of “public interest.”**
4. **The Municipal Employee Relations Act shall specify that, in assessing the financial capability of the town or towns in arbitration, there shall be an irrebuttable presumption that a budget reserve of five per cent or less is not available for payment of the cost of any item subject to arbitration under this chapter.**
5. **The Municipal Employee Relations Act shall be amended to retain the parties’ ability to defer, modify, or waive the statutory time frames governing binding arbitration by mutual agreement up to one year past the current contract expiration date, but parties to any expired collective bargaining agreement that has not been settled after 365 calendar days of the contract expiration date must follow the mandatory timetable for arbitration outlined in C.G.S. Sec. 7-473c. The required change shall take effect for all collective bargaining agreements with expiration dates beginning July 1, 2007, and thereafter.**
6. **The State Board of Mediation and Arbitration should compile a complete list of MERA collective bargaining units by town and update the list annually. The board should use the list to fully implement the binding arbitration requirements specified under MERA.**
7. **The Teacher Negotiation Act shall be amended to require fully stipulated awards be considered negotiated agreements and submitted to the local legislative body for review. Should the local legislative body reject the stipulated award, then the first panel arbitration process would begin anew. The opportunity for review by a second panel would not be available for stipulated awards rejected by local legislative bodies that go again into arbitration. The amended process follows, once the arbitration deadline has been reached:**

- Parties have five days to select an arbitrator(s) (day 130 prior to local/regional education budget submission date).
  - The arbitrator(s) must set the time, date, and place for an initial hearing to occur within 12 days after the arbitrator(s) selection (day 118).
  - Hearing process must conclude within 25 days (day 93).
  - Parties may only agree to fully stipulated language up to five days following conclusion of hearing process (day 88).
  - Arbitrator(s) has five days to file stipulated award with town clerk (day 83).
  - Town clerk must give public notice of award and local legislative body must, if it chooses, consider/reject the award within 20 days (day 63).
  - The town has five days to notify the union and education commissioner of the stipulated award rejection (day 58).
  - Parties have five days to select arbitrator(s) (day 53).
  - The arbitrator(s) must set the time, date, and place for an initial hearing to occur within 12 days after the arbitrator(s) selection (day 41).
  - Hearing process must conclude within 20 days (day 21).
    - Parties submit last best offers
  - Arbitrator(s) has 20 days to issue award (day 1).
8. The Department of Education and the State Board of Mediation and Arbitration should each assemble a committee of representatives involved in interest arbitration under the Teacher Negotiation Act and the Municipal Employee Relations Act for the purpose of determining whether statutory modifications are necessary for incorporating local legislative review of agreed-upon language in arbitration awards. The committees should be formed by July 1, 2006, and report any findings and/or recommendations to legislative committee(s) of cognizance by February 1, 2007.
9. The Municipal Employee Relations Act shall be amended to provide local legislative bodies the opportunity to review/reject any agreement reached under the act through negotiation or mediation, regardless of employer, which contains a request for funds necessary to implement such agreement, which shall be reduced to writing and submitted to the local legislative body for review.

- 10. The State Board of Mediation and Arbitration should review arbitration awards to be certain no stipulated awards are issued by arbitrators, and that all issues are reviewed by second panel arbitrators. The board shall also prepare an annual summary report that at least highlights, by town and collective bargaining unit, all contract settlements for that particular year, mediators and/or arbitrators assigned to a particular case and, if known, the length of time between contract expiration date and settlement/award date.**
- 11. The Department of Education should actively seek candidates to participate in its neutral arbitrator intern program if the department determines that the qualifications and/or experience levels of prospective candidates do not meet expectations. Such determination should include input from the neutral arbitrator screening and interview committees.**
- 12. The State Board of Mediation and Arbitration should develop an intern program for prospective candidates for neutral arbitrators under the Municipal Employee Relations Act who would otherwise lack the necessary qualifications and experience to be appointed to the neutral arbitrator panel. At minimum, the program should require candidates to attend several arbitration cases with different experienced arbitrators and write mock awards for review by the department. The program should be developed by the department by January 1, 2007.**
- 13. The Teacher Negotiation Act and the Municipal Employee Relations Act shall be amended to require the Department of Education and the State Board of Mediation and Arbitration each maintain a panel of neutral arbitrators to serve as review arbitrators whenever first panel awards are rejected. Each review panel should include no fewer than nine members, with terms of two years or until a successor is appointed. The education commissioner and the State Board of Mediation and Arbitration should appoint members to the respective arbitration review panels.**
- 14. The State Board of Mediation and Arbitration should develop and formalize an internal procedure outlining the process used to recruit, screen, and interview prospective second panel arbitrators by January 1, 2007. The procedure should also describe the minimum qualifications necessary to become a review panel member. The recruitment process should ensure that first panel members who are approved by the American Arbitration Association are invited to join the review panel.**

# Introduction

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The Legislative Program Review and Investigations Committee began a study of binding arbitration in Connecticut for municipal and school employers and employees in April 2005. Binding arbitration is a required process in Connecticut to resolve contracts between these employers and employees when the parties cannot reach settlements through negotiation or mediation.

## **Municipal and School Employee Binding Arbitration: Context**

**Core municipal functions and public sector collective bargaining.** Implementation of municipal and school employee contracts, which provide basic public health, safety, and education services to municipal residents, represents the vast majority of municipal expenditures. No matter how these contracts are resolved, the services they represent come at a sizeable cost. Acknowledging that providing local services costs money, a central question is whether binding arbitration, as the final dispute resolution method of last resort, increases these costs in a significantly different way than negotiation/mediation and unduly impact town budgets, taxes paid, and services received.

**Need for collective bargaining finality.** Municipalities and school districts in Connecticut settle labor impasses using a form of arbitration called “last best offer, issue-by-issue” binding arbitration; strikes are illegal. Introduced under the state’s Municipal Employee Relations Act (MERA) in 1975 and the Teacher Negotiation Act (TNA) in 1979, the process is based on parties submitting their last best offers on each disputed issue to either a single arbitrator or a tripartite panel (which includes a neutral arbitrator and one “advocate” arbitrator for each party). The general concept behind this type of binding arbitration is that it forces the parties to make “reasonable” offers on each issue under dispute because of the risk that the arbitrator(s), who can only choose from the parties’ offers, will not select an unreasonable offer. The State Department of Education (SDE) administers the Teacher Negotiation Act, and the Department of Labor, through the State Board of Mediation and Arbitration (SBMA), administers the Municipal Employee Relations Act.

**Infrequent use of arbitration.** Binding arbitration is used relatively infrequently as a contract settlement method under both TNA and MERA. In FYs 02-05, 10 percent of the 410 TNA contracts (42 contracts) were settled through binding arbitration, while 4 percent of the 1,313 MERA contracts (57 contracts) used binding arbitration.

**TNA and MERA similarities and differences.** A primary link between TNA and MERA is that the resulting contracts are funded through municipal budgets. The collective bargaining processes outlined in the two laws also use the same form of binding arbitration as the final dispute resolution method. Further, the statutory criteria that arbitrators must consider when choosing among parties’ last best offers are comparable under TNA and MERA. The two laws also have the following significant differences, which are discussed in more detail later in the report:

- triggers of binding arbitration;
- ability to waive statutory time frames specified in statute;
- situations where arbitrating parties reach full agreement (i.e., stipulate) prior to issuing of arbitration awards;
- local legislative body review of negotiated/mediated settlements; and
- neutral arbitrator panel screening and selection.

While the ultimate focus of this study is not a comparison of TNA and MERA, it is important to recognize their similarities and differences, as the differences, in particular, may determine how municipalities and/or employees are impacted. Additional comparative analysis of the two statutes is provided in Appendix A.

### **Study Focus**

Advocates of binding arbitration argue the process resolves collective bargaining impasses in a fair and timely manner. Binding arbitration adds finality to the contract negotiation process, while balancing contractual conditions with the public interest and financial capability of municipalities and school districts. Opponents of binding arbitration maintain the current statutory criteria used by arbitrators are vague, and the process limits the review capacity of the local legislative authority in that it effectively turns over local budgets to arbitrators who are not town residents.

As a way to examine these viewpoints, the program review committee's study focused on whether the binding arbitration processes used under the Teacher Negotiation Act and the Municipal Employee Relations Act achieve their intended purposes of resolving contractual impasse in a timely manner and according to statutory criteria. The committee also charged staff to: 1) summarize the similarities and differences between TNA and MERA regarding binding arbitration; 2) analyze how frequently binding arbitration is used as a means of contract settlement; 3) compare negotiated/mediated settlements to arbitrated settlements in terms of results, including how often awards favored employers or employees; 4) examine the process to appoint and select neutral arbitrators; 5) evaluate the impact of timetables governing the collective bargaining process; and 6) analyze the financial impact binding arbitration has on local budgets.

### **Study Methodology**

Various sources of information were used for this study. Interviews were held with the commissioners of the education and labor departments (along with their respective administrative staff), neutral and advocate arbitrators, employee representatives, school superintendents, town managers and finance staff, and various associations. State statutes, regulations, and relevant court cases were reviewed, as were arbitration awards. The book *A*

*Practical Guide to Connecticut School Law*<sup>1</sup> was also consulted for pertinent information. Additional components of the study methodology include:

- Testimony from a public hearing held by the committee on this topic.
- A detailed analysis of over 400 original first and second panel arbitration awards issued between 1996 and 2005, on file with the Department of Education for TNA and the State Board of Mediation and Arbitration for MERA.<sup>2</sup> The award review captured pertinent information about the issues arbitrated, application of statutory criteria, and selection of last best offers.
  - General information from “stipulated awards” under TNA was collected even though the parties had settled their differences without an arbitrator’s decision. (Instances when stipulated awards are combined with negotiated and mediated settlements are noted throughout the report.)
- Approximately 1,600 TNA and MERA negotiated and mediated contracts settled during FYs 02-05 were examined to compare financial impact of binding arbitration.<sup>3</sup>
  - The four-year time period was chosen because it provided the most current information available. (Many contracts are three years in length, and this time period would nearly always capture information on at least one cycle of contract negotiations for each collective bargaining unit.)
- While every effort was made to develop a database with 100 percent of the MERA negotiated and mediated contracts, some contracts may have inadvertently been left out if they were unknown to the sources. (Waterbury contracts were excluded because the municipality currently operates under a different system of binding arbitration.). Further, the database maintained by SBMA is not comprehensive; thus, it is unknown how many contracts have been negotiated under MERA.
- To create a comprehensive database of all TNA and MERA contract information, additional sources were used when data were missing from state files, including: 1)

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<sup>1</sup> Thomas B. Mooney, *A Practical Guide to Connecticut School Law* (Wethersfield, CT: Connecticut Association of Boards of Education, Inc., 2004).

<sup>2</sup> Three MERA first panel arbitration awards and one second panel arbitration award were missing from SBMA files and so were not reviewed. Also, TNA awards for 1996 were not available from the Department of Education; thus all analysis in this report for TNA awards covers years 1997-2005.

<sup>3</sup> The number of mediated MERA contracts may be low because mediation settlements using independent mediators are not recorded by SBMA or any other entity, and there is no way to know whether an agreement was negotiated or mediated simply by looking at the contract.

the Connecticut Conference of Municipalities; 2) the Connecticut Association of Boards of Education; and 3) Shipman & Goodwin, LLP, a Connecticut law firm. Additional MERA data was received from:

- 1) American Federation of State, County, and Municipal Employees (AFSCME) Council 4, as the largest union representing many different “general government” occupations, including clerical, maintenance, public works, and non-certified board of education employees in Connecticut (e.g. paraprofessionals and cafeteria workers), with information about its own contracts as well as other union contracts the union uses for comparison purposes;
  - 2) AFSCME Council 15, because it represents the largest police union in Connecticut, with police representing a major public safety collective bargaining unit; and
  - 3) International Association of Fire Fighters, because it represents almost all fire fighters in Connecticut, and fire fighters are a major public safety collective bargaining unit.
- Wage increases, particularly for teachers, generally consist of two components: 1) increase to base salary (i.e., general wage increase) across the salary schedule; and 2) advancement to the next step/salary level based on satisfactory performance. The percentage difference between steps for teachers typically ranges from 1.5 to 3.0 percent. This study examined only the increase to base salary/general wage increase for reasons outlined in Chapter Four. When determining the overall fiscal impact of employee contracts, however, both wage components must be considered.
  - To assess whether binding arbitration directly leads to higher costs than other methods of settlements, all general wage increases (GWI) for TNA and MERA contracts and awards were rank ordered, with the top one-third classified as relatively higher contracts/awards and the bottom one-third as relatively lower contracts/awards.
  - To assess whether binding arbitration indirectly leads to higher costs no matter the method of settlement, an overall assessment of the fiscal impact on municipalities was done by examining contracts/awards to determine whether a match existed between municipal financial capability and the costs associated with the resulting contract/award, using GWI as one measure of cost.
  - The analysis also includes a review of the overall timeliness of the binding arbitration process, particularly under MERA, given the parties may jointly waive any time frames specified in the MERA statute, while the TNA process is governed by strict statutory time frames.
  - A system overview is provided in Appendix B.

## **Report Organization**

This report contains six chapters. The first chapter provides background information on the Teacher Negotiation Act. Chapter Two describes the Municipal Employee Relations Act. Chapter Three contains an analysis of arbitration awards, which generally combines TNA and MERA although separate analyses are provided for the two laws where appropriate. A comparative analysis of the relative fiscal impact on municipalities of binding arbitration and negotiated and mediated settlements is provided in Chapter Four. Chapter Five examines the arbitration process, while Chapter Six provides an assessment of the arbitrator appointment processes for first and second panel reviews. Findings and recommendations are contained in Chapters Three, Five, and Six, while Chapter Four provides findings on the direct and indirect fiscal impact of binding arbitration on municipalities.

## **Agency Response**

It is the policy of the Legislative Program Review and Investigations Committee to provide agencies subject to a study with an opportunity to comment on the report and the recommendations prior to final publication. Responses from the Department of Education and the Department of Labor are provided in Appendix J.

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# Chapter One: Teacher Negotiation Act

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## Background

The Connecticut Supreme Court first recognized the right of public sector teachers to organize and bargain over pay and working conditions in 1951. Negotiations could take place as long as a local board of education did not enter into an agreement whereby it would surrender its legal discretion, was contrary to law, or was beyond the board's legal authority. These basic tenets continue to hold true.

A decade later, the legislature allowed educators to join unions for the purpose of collective bargaining and, in 1965, passed the Teacher Negotiation Act (TNA). The act is the main body of state law pertaining to the collective bargaining rights for public school professional staff, teachers, and school administrators. At its inception, TNA permitted mediation and advisory, nonbinding arbitration as the chief means for resolving negotiation impasse.

TNA was amended in 1969 to allow teachers and administrators to negotiate as two separate bargaining units, should they so choose. The legislature also amended the law at that time to prohibit employee strikes for any reason. Additional changes gave local legislative bodies the right to reject negotiated contracts, and developed an arbitration panel from which advisory arbitrators must be chosen.

General oversight of the Teacher Negotiation Act became the role of the State Board of Labor Relations in 1976. The board was given authority to promulgate regulations and enforce collective bargaining statutes. The board also served as the body responsible for enforcing fair labor practices and good-faith collective bargaining efforts by parties throughout the state. Additional legislation in 1976 provided statutory time frames for negotiations and required school board members to meet and confer with the town's fiscal authority prior to the start of negotiations. Although the statute is silent as to the purpose of the meeting, it is presumably to clarify the respective fiscal positions of the board and the town and to share information about the upcoming negotiations.

A major change to the Teacher Negotiation Act occurred in 1979, when last best offer, issue by issue binding arbitration was implemented. Coming on the heels of 55 teachers' strikes since 1965, and culminating with a strike in Bridgeport in 1978 in which several hundred teachers were jailed for violating the state law barring strikes by public employees, the legislature strengthened the current dispute resolution process, making it a more viable option than strikes. Specifically, arbitration decisions were now legally binding on the parties, rather than advisory, and the Department of Education was made responsible for overseeing and administering the new binding arbitration system.

Under the new binding arbitration system, parties were now required to submit a "last best offer" for each issue not settled through negotiation or mediation. By requiring an impasse resolution mechanism that was binding on the parties, rather than advisory, the new system was

seen by many as a way to bring “finality” to the collective bargaining process without having to resort to strikes. It is important to note that in this regard binding arbitration has succeeded because there have been no strikes, either by teachers or administrators, since the inception of binding arbitration under TNA in 1979.

## **Scope and Roles**

### **Employees Covered**

The collective bargaining rights and responsibilities, including binding arbitration, defined under the Teacher Negotiation Act cover all “certified” professional staff within a school district. Certified staff either belong to the “teachers unit” or the “administrators unit” for collective bargaining purposes. The teachers unit includes those employees working within a local or regional school district in positions requiring a teaching certificate or a durational shortage area permit issued by the State Board of Education<sup>4</sup>.

Employees within the administrators unit are also covered by TNA, and include those certified employees within a school district working in positions requiring an intermediate administrator or supervisor certificate. The administrative or supervisory duties of such staff must account for at least 50 percent of an employee’s assigned time.

Staff working within a school system who are not part of the teachers unit or administrators unit are not covered under TNA. Although the employees work within a school and bargain with the school board rather than the town or city, their collective bargaining rights are covered under the Municipal Employee Relations Act, as fully described in Chapter Two. Examples of non-certified staff include, school nurses, para-professionals, clerical staff, custodians, and aides.

The Teacher Negotiation Act further excludes certain school district staff from purview of the act. Such employees include: 1) the superintendent of schools; 2) assistant superintendents; 3) certified professional employees who act for the board of education in negotiations with certified professional staff or who are directly responsible to the board for personnel relations or budget preparation; 4) temporary substitutes; and 5) all non-certified employees of the board.

### **Local and Regional Boards of Education**

Among other responsibilities, local (and regional) boards of education function as “the employer” within a school district and represent the district during the collective bargaining process. Education boards, however, typically hire outside counsel to represent their interests during contract negotiations, personnel issues, and grievance proceedings. Boards also hire “advocate attorneys” to serve on arbitration panels to represent boards’ interests during arbitration proceedings. The public school boards’ professional group, the Connecticut Association of Boards of Education (CABE) functions as an advocate and information resource for its members. CABE has a membership of 151 boards throughout the state.

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<sup>4</sup> A durational shortage area permit extends a teacher’s certification period to address a personnel shortage in a particular district.

## State Role

- **Department of Education.** The state education department, through the commissioner, is responsible for the administration of binding arbitration under TNA. One staff attorney within the department oversees the process as part of her overall responsibilities within the department. An assistant, as part of her duties, is responsible for tracking the key dates within the process, including contract expiration dates, budget submission dates, and the dates when the negotiation, mediation, and arbitration phases must begin. The assistant is also responsible for communicating with the various towns/school districts throughout the state, communicating with arbitrators, and maintaining a database for the binding arbitration process.
- **State Board of Education.** The State Board of Education oversees Connecticut's school systems from the state perspective. Among its varied responsibilities, the board issues teacher certifications through the education department. Within the binding arbitration process, the board is responsible for recommending names of arbitrators to the governor for appointment to the arbitrator panels maintained by the Department of Education.
- **State Board of Labor Relations.** The State Board of Labor Relations, within the Department of Labor has chief responsibility under the act for certifying organizations that represent the covered employees, hearing complaints (regarding unfair or prohibited labor practices or breach of duty of fair representation), and ensuring parties bargain in good faith.

## Employee Representatives

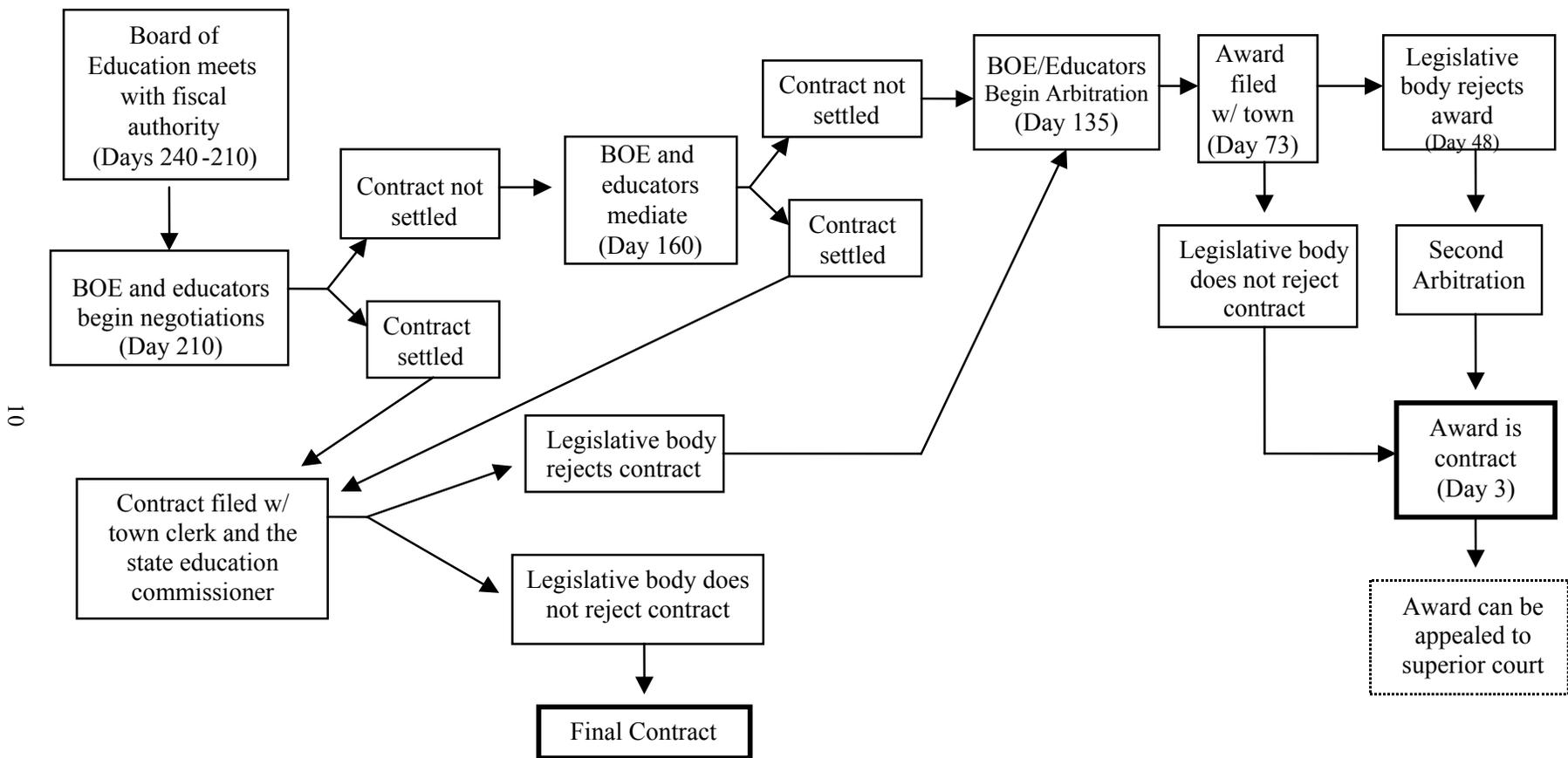
Professional labor organizations represent certified school employees within the collective bargaining process under TNA. In Connecticut, two unions (the Connecticut Education Association and the American Federation of Teachers-Connecticut) represent employees within the “teachers unit.”

For the most part, employees within the “administrators unit” of a particular school district represent themselves for collective bargaining purposes, although a statewide school administrators’ organization works with various administrator units around the state. Similar to boards of education, both types of employee groups may hire outside counsel (i.e., advocate attorneys) to represent their interests during arbitration.

## Collective Bargaining Process

Figure I-1 illustrates the current collective bargaining process for teachers and administrators, noting the statutory time frames for all steps, including binding arbitration. The statute defines when the various phases leading up to, and including, arbitration are to occur. This structure was devised, in part, as a way that guarantees teacher and administrator contracts would be settled prior to the start of a given school year and in coordination with a town’s budget-making deadline.

**Figure I-1. Teacher Negotiation Act: Collective Bargaining Process**



\* Indicates "Calendar days prior to town budget submission date."

*Note:* Parties may "stipulate" to a contract agreement prior to second arbitrator's ruling and the resulting agreement becomes the arbitrated award, but is not reviewable by the town.

Source: Department of Education and LPR&IC

## **Pre-Negotiations**

State law requires a pre-negotiations meeting between the board and the fiscal authority occur not less than 240 days prior to the budget submission date. The budget submission date is the date set by each town as to when a school district is to submit its estimated operating budget for the upcoming year to the town's fiscal authority.

Figure I-1 shows the board of education is required to meet and confer with the town's fiscal authority within 30 days prior to the start of contract negotiations between the board and employee representative.

## **Negotiations**

Representatives of the board of education and the respective bargaining unit are required to begin negotiations on hours, wages, and other conditions of employment not less than 210 calendar days prior to the budget submission date. A member of the local fiscal authority is also permitted to be present at negotiations and must provide fiscal information if requested by the board of education. In the case of a regional school district, each town within the region is involved in the various phases of the process.

From the statutory start of negotiation, the parties have up to 50 days to negotiate a collective bargaining agreement. If a settlement is negotiated, it is typically sent to the respective parties for ratification, although this step is not required by statute. Once ratification occurs, the local education board must file a signed copy of the tentative agreement with the town clerk (or clerks, in the case of a regional school district) and the state education commissioner. The clerk is then required to issue public notice of the filing.

The terms of the contract are binding on the town's legislative body unless the body rejects the agreement.<sup>5</sup> The local legislative body has 30 days from when the contract is filed with the town clerk(s) to convene a meeting to consider the contract. Any regional board of education must call a district meeting within the 30-day period to consider the contract if the chief elected officer or any member of the town makes such a request in writing within 15 days of receiving a signed copy of the agreement by the clerk in such town. Rejection of the agreement can only occur if the legislative body votes to "reject" the agreement at a regular or special meeting called within 30 days of when the agreement is filed with the town clerk. If this occurs, arbitration is triggered to resolve the impasse.

State law also allows town residents to petition for a referendum on the tentative agreement. The referendum question can only be on rejecting the contract, and at least 15 percent of the eligible voters in a town or a regional school district are required to vote on the referendum. A majority of those voting is required for approving the referendum (i.e., rejecting the contract.) The actual vote on the referendum must occur within the 30-day period after the contract is filed with the town(s) and if the town rejects the contract, then arbitration commences.

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<sup>5</sup> Local legislative body can vary depending on town charter.

**Contract reopeners.** Parties to a collective bargaining agreement may, as part of the agreement, decide to open negotiations on salaries, hours, or other conditions of employment prior to the expiration of the current contract. Commonly referred to as a “contract reopener,” this process is subject to statutory requirements and time frames. For example, the parties must notify the education commissioner within five days of when contract reopener negotiations have begun. If a settlement is not reached within 25 days of when negotiations begin, the parties must notify the commissioner of a mutually-selected mediator and begin mediation. If no settlement is reached by either the 50<sup>th</sup> day after negotiations began or the fourth day following the end of mediation, whichever is sooner, arbitration commences.

The Teacher Negotiation Act does not specifically require either a negotiated or mediated contract reopener settlement or an arbitrated contract reopener award to be submitted to the town(s) for approval. The Department of Education, however, has determined that any reopener agreements or awards must go before the respective town(s) for approval. The department bases its interpretation on the fact that state law does not distinguish between contract reopener negotiations and contract expiration negotiations regarding when a copy of an agreement or award must be filed with the town(s) and education commissioner.

## **Mediation**

Under TNA, mediation is a mandatory step prior to arbitration. Mediation is a process whereby a neutral person helps the two parties reach agreement on disputes that were not resolved during the negotiation process. The role of the mediator is to facilitate negotiation between the two parties, trying to bring them closer together on what each side wants.

By law, mediation between the two parties is required if the contract is not settled by the end of the 50-day negotiating period, 160 days before the budget submission date. As shown in Figure I-1, the mediation phase technically begins on the 160<sup>th</sup> day prior to the budget submission date, although mediation may occur sooner if either party requests. The mediation phase concludes on the 135<sup>th</sup> day prior to the budget submission date, at which point the arbitration phase begins. The parties, however, are not precluded from mediating (or negotiating) a contract settlement up through the first arbitration hearing (i.e., “the bump and run” hearing, as discussed below.)

Parties must mutually agree on which mediator to use. A panel of mediators approved through the State Board of Education is maintained by the Department of Education. The parties may choose a mediator from that panel or make a selection from outside the panel, if they so agree. In either case, the parties must notify the education commissioner of their selection. If the parties cannot agree on a mediator, they must meet with either the commissioner (or her designee), or the commissioner will appoint a mediator. (See Appendix C for the 2005-06 panel of TNA mediators.)

All discussions held during mediation are confidential and do not become part of the negotiating history should the dispute require arbitration. This is done to maintain the effectiveness of mediation, assuring the parties that their discussions will not be disclosed. Mediation is not binding on the parties and mediators do not have the authority to impose settlements.

Mediators are not required to testify, even if subpoenaed, regarding information discussed during the mediation process. Mediators are also not required to file any report on the mediation proceedings/outcome with either the parties or the Department of Education. The parties, however, are required to provide any information the commissioner may request regarding the mediation. The commissioner may also recommend a settlement based on the information, although it is considered non-binding on the parties.

The TNA panel mediators are professional, private sector mediators approved by the state education board. The parties may also use state mediators, although this is not the current practice with the TNA community.

Private mediators are paid on per-diem rates established by each mediator, for which the parties are equally responsible. Current per-diem rates for mediators and arbitrators typically range between \$800-\$1,400 per six hours of work.

Mediated agreements, similar to negotiated contracts, must be filed with the town clerk by the town representative within 14 days of the date on which the agreement was reached. If, after 30 days, the legislative body of the municipal employer fails to reject the contract, then it is considered final and binding. If the contract is rejected, the arbitration process begins.

On rare occasions, an interesting situation is created if a board of education and an employee organization reach agreement through negotiation or mediation, ratification of the agreement occurs, but the local legislative body rejects the agreement. By law, arbitration commences, however, the parties have already agreed on contract language. At this point, the school board identifies which areas of the rejected contract are not acceptable to the town, and how the issue(s) should be approached in arbitration. Given that the boards of education are autonomous bodies within local government and actually submit the last best offers during arbitration, a board's offer could possibly be the same, or similar to, what was proposed in the original agreement reached during negotiation or mediation but rejected by the legislative body.

Of the neutral arbitrators interviewed as part of this study, the consensus was that any tentative agreement between the parties prior to arbitration is given additional weight during the arbitration process.

## **Arbitration**

Parties are required to report their contract settlement to the commissioner by the 135<sup>th</sup> day prior to the budget submission date – or the fourth day following the end of mediation – whichever is sooner. If parties cannot come to agreement on all issues by that time or the town rejects a negotiated or mediated settlement, state law requires that binding arbitration commence. As mentioned, the type of arbitration used in Connecticut is “last best offer, issue by issue.” The process allows the parties to submit their last best offers for each issue under dispute and arbitrators choose one side's offer for each issue presented.

## Arbitration Process

**Panel selection.** At the time arbitration commences, the parties must notify the education commissioner whether they want to use a three-member panel of arbitrators (i.e., tripartite panel) or a single arbitrator to decide the outstanding issue(s). When a tripartite panel is used, each party chooses an “advocate arbitrator” to represent their interests in the arbitration process. If the parties either fail to decide on a single arbitrator versus a panel, or do not select advocate arbitrators, the commissioner will make the selection(s) on a random basis.

Within five days from when arbitration commences (day 130 prior to the budget submission date), the parties must select a neutral arbitrator through mutual agreement. The neutral arbitrator represents the public in general and is selected from a list of neutral arbitrators maintained by the Department of Education. If the parties are unable to mutually select a neutral, the education commissioner makes the choice using a random selection process. The parties are responsible for paying for their respective advocate arbitrator, and must evenly share the cost of the neutral arbitrator. The neutral arbitrator serves as chairperson whenever a three-member panel is used. As chairperson, the neutral arbitrator is generally responsible for determining the date, time, and location of the arbitration hearing(s) and for writing the actual arbitration award.

**Hearing(s).** The first arbitration hearing, informally known as the “bump and run,” must be held between the fifth and twelfth days from the date the neutral arbitrator is selected. The hearing is held in the school district, and at least five days prior to the first hearing the arbitration chairperson must send written notice of the hearing to the board of education, the employee representative, and each advocate arbitrator if a three-member panel is used. The same notice must also be sent to the local fiscal authority having budgetary responsibility or appropriation-making authority for the school district. The initial hearing is typically used to identify the disputed issue(s) between the parties and to determine the logistics of any future hearings.

If the parties come to a settlement at any time prior to the “bump and run” hearing, the agreement is considered a negotiated agreement reached by the parties. An agreement made after this first hearing becomes a stipulated arbitration award.

Any additional hearing(s) must occur within 25 days of the initial hearing. Hearings are mainly used for the parties to outline their cases to the arbitrator(s). Field representatives for the union represent the teachers in arbitration, while boards of education generally use either outside counsel or a town attorney. Administrator groups may also use outside counsel.

The parties use the hearing process to submit any data and/or exhibits that help promote their position in accordance with specific statutory criteria, as discussed below. The information is typically presented for each issue under dispute. The parties and the arbitrator(s) may also call witnesses to testify during the hearing process. Such witnesses must include a town’s fiscal authority to testify regarding the financial capability of the school district, unless the fiscal authority waives such opportunity to be heard. If the fiscal authority does not appear before the arbitrator(s), it is seen as a waiver to do so unless it is shown the authority was not given proper notice.

**Briefs/Last best offers.** Parties are required to submit their last best offer(s) to the arbitrator(s) no later than the end of the 25<sup>th</sup> day of the hearing process. Last best offers are made for each outstanding issue. Parties' last best offers serve as the basis for awards.

Parties may also choose to submit a post-hearing brief. The briefs provide a synopsis of the information presented during the hearing process.

**Executive session.** Once the hearing phase is concluded within the 25-day period, if an arbitration panel is used, the three members will meet in "executive session" to deliberate. The panel is required to consider the last best offer of each party by issue. Panel members also have for reference: 1) post-hearing briefs filed by the parties; 2) the testimony of any witnesses; and 3) any exhibits submitted as part of a party's case. Although a panel of arbitrators may be used, the neutral arbitrator actually decides the case.

Technically, the hearing phase must conclude by day 93 prior to the budget submission date. By law, the panel has 20 days from the last hearing date to issue an award on each outstanding issue, which takes the process to day 73 prior to the budget submission date.

**Criteria.** Arbitrators are required to consider the following seven statutory factors during arbitration:

- 1) public interest;
- 2) 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,
- 3) negotiations between the parties prior to arbitration, including the offers and the range of discussion of the issues;
- 4) interests and welfare of the employee group;
- 5) changes in the cost of living averaged over the preceding three years;
- 6) existing conditions of employment of the employee group and those of similar groups; and
- 7) 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.

The Teacher Negotiation Act gives priority to two of these criteria – a town's ability (or inability) to afford any cost increases proposed by the parties and the "public interest."

In assessing the financial capability criterion, arbitrators must by law make an “irrebuttable presumption” that a budget reserve of five percent or less is not available for paying the cost of any item subject to arbitration. State law requires such budget funds be in an undesignated reserve account, meaning the funds are not earmarked for any specific purpose. Undesignated reserve funds, often referred to as “rainy day” funds, are important to a town’s bond rating.

During discussions with several town managers and fiscal authorities from around the state, it was noted that bond houses typically prefer an undesignated fund balance of between six to eight percent. The bond companies use a municipality’s undesignated fund balance as one measure in determining a town’s bond rating.

One concern brought to committee staff’s attention is the “public interest” criterion and its perceived lack of definition in statute. Some town officials have indicated that the absence of a statutory definition is problematic in that it makes the criterion vague and subject to interpretation by individual arbitrators.

The consensus among arbitrators interviewed during the study is that the criterion cannot, and probably should not, be fully defined within the Teacher Negotiation Act. Arbitrators have said each case has individual merits and it is up to the parties to define public interest as it relates to their particular case. They also concluded that by not having the criterion specifically defined in statute, the parties are given the necessary flexibility to define public interest as it relates to their particular situation. Specifying the parameters of public interest in statute would mitigate the flexibility the parties currently have in putting forth their cases in arbitration. Moreover, it would be difficult to capture the entire meaning of “public interest” in a more formalized statutory definition.

**Award.** The neutral arbitrator is responsible for writing the actual award based on each last best offer of the parties. When an arbitration panel is used, awards are made based on the majority vote of the panel, although it is the neutral who actually decides the case, assuming the advocate arbitrators side with the respective parties. The advocate arbitrators representing either the board of education or the employee group are required to sign the award, and may provide dissenting opinions if they so choose. Such written dissenting opinions, however, are rare.

Arbitration awards must be issued by the arbitrator(s) within 20 days of the last hearing. Awards must consider each issue put forth by the parties on an individual basis. As such, one “award” will actually address multiple issues if more than one issue is brought to arbitration. Awards must also incorporate an explanation of how the total cost of all offers accepted was considered.

Awards may be rejected by a town’s legislative body, or legislative bodies in the case of a regional school district, if the body decides to consider the award. Such consideration is not required by law, however.

Rejection of an arbitration award must be by a two-thirds majority vote of the body's members present at a regular or special meeting convened for such purpose. The meeting must occur within 25 days of when the town received the award. The final possible meeting date takes the process to day 48 prior to the budget submission date.

If a town(s) rejects the award, it must notify the education commissioner and the respective employees' representative in writing of its action within 10 days of the vote (day 38 prior to budget submission), along with a written explanation of the reasons for the vote. Within 10 days of receipt of the notice, the employees' representative must file – and the board of education may file – a written response to the rejection and submit the response to the legislative body/bodies and the education commissioner. The process then enters a second arbitration phase. (See Chapter Five for additional analysis of arbitration awards.)

**Stipulated award.** It is possible that once arbitration commences, parties may reach agreement on all disputed issues prior to any formal arbitration award being issued. Although the arbitration panel did not have to choose between last best offers, these agreements are issued as arbitration awards.

The Teacher Negotiation Act provides that at any time prior to the issuance of a decision by the arbitrator(s), the parties may jointly file with the arbitrator(s) any contract language mutually agreed upon (i.e., stipulated) by the parties. This provision has been interpreted by the education department as meaning any agreement made between the parties after the “bump and run” hearing is considered “stipulated.” (As previously mentioned, language agreed to prior to the initial hearing is considered a negotiated settlement and not made part of any written arbitration award.)

Any language stipulated to by the parties after the initial hearing, is incorporated into the arbitration award. Even though the parties agree to the language on their own, presumably outside of the arbitration process, it still becomes part of an actual arbitration award if it is agreed to after the first hearing. The arbitrator(s) must include stipulated language as part of the award, as long as the language is filed jointly by the parties.

Fully stipulated awards under TNA lead to an interesting paradox as far as review by the local legislative body is concerned. The Teacher Negotiation Act specifies that first panel arbitration awards must be filed with the impacted town(s) for possible rejection. If rejected, all issues go before a second panel that chooses one party's last best offer for each rejected issue (as discussed below). A procedural dilemma arises as follows: if the parties agree on stipulated language and that language becomes the arbitration award, and the award is subsequently rejected by the local legislative body, what becomes the issue(s) put before the second review panel given the review panel can only choose among the parties' last best offers? In other words, a stipulated award has no “last best offer(s)” submitted by the parties, only language mutually agreed to by the parties. As such, if a stipulated award was to be rejected by the local legislative body, there technically would be no “last best offer(s)” from which the review panel could choose, rendering the process moot. (See Chapters Four and Five for findings and recommendations dealing with stipulated awards.)

## **Second Panel Arbitration**

Within 10 days after receiving notice of the local legislative body's rejection of an arbitration award (day 28 prior to budget submission), the education commissioner must convene a second arbitration panel to hear the case. The panel consists of three neutral arbitrators, or a single arbitrator if the parties agree. If the parties do not agree, the commissioner is responsible for making the appointment(s). By law, any arbitrator involved with the first arbitration for that particular case cannot take part in the second panel.

The second panel arbitrators are randomly chosen by the commissioner for that particular case. The second arbitration panel is restricted as to what information it may review; it only reviews the following material from the first arbitration: 1) the record; 2) post-hearing briefs; 3) written explanation from the town(s) of the reasons for the rejection vote; and 4) written replies from the parties of the first arbitration award for that particular case. The second panel review must apply the same seven statutory criteria as the first panel when reviewing the case and may only accept the last best offer that either party entered for that particular issue during the first arbitration.

Second panel arbitration reviews must be completed within 20 days of appointment (day eight before budget submission). A written decision by the second arbitration panel on each issue before it must be made within five days after the review is completed (day three prior to the budget submission date). The decisions are drafted into a final award, which is binding on the parties. Awards must include the specific reasons and standards used by each arbitrator in making his/her decision on each issue.

Once written, awards are to be filed with each party. Unlike the first arbitration, the statute does not specify whether the town clerk(s) receives a copy. The statute requires the legislative body/bodies that rejected the first award to pay for the reasonable costs of the second arbitrator(s) and the transcript cost of the proceedings. (Chapter Six provides additional analysis on second panel arbitrators.)

## **Appeal to Court**

The Teacher Negotiation Act states that second arbitration awards are not subject to rejection by local legislative bodies. Such awards may, however, be appealed by either party to the state's superior court for judicial review.

The statute requires that a motion to vacate or modify a review arbitration award be made within 30 days of when the parties received the second panel's award. The motion must be made in the superior court for the judicial district where the impacted school district is located.

The superior court, after hearing the case, may vacate or modify an award if "...substantial rights of a party have been prejudiced because such decision is: A) in violation of constitutional or statutory provisions; B) in excess of the statutory authority of the panel; C) made upon unlawful procedure; D) affected by other error of law; E) clearly erroneous in view of the reliable, probative and substantial evidence on the whole record; or F) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion." (C.G.S.

Sec. 10-153f(c)(8)). Further, reasonable attorney’s fees costs, and legal interest on salary withheld as a result of an appeal of an arbitration decision may be the responsibility of the “losing” party, as determined by the court.

## **TNA Arbitrators**

The Teacher Negotiation Act and its accompanying regulations provide for the establishment of a panel of arbitrators and outline a process by which individuals are appointed to the panel. State law requires the panel to include not less than 24 or more than 29 arbitrators. The panel is administered through the Department of Education.

In total, the arbitration panel is to include seven arbitrators to represent the “interests of local and regional boards of education” and seven arbitrators to represent the “interests of exclusive bargaining representatives of certified employees” – commonly referred to as advocate arbitrators. The panel must also include between 10 and 15 members to serve as “impartial representatives of the interests of the public,” also referred to as neutral arbitrators. (Findings and recommendations regarding the arbitrator appointment process is provided in Chapter Six.)

## **Neutral Arbitrators**

Neutral arbitrators, in their capacity as the single arbitrator on a case, or chair of a three-member panel, are responsible for all facets of the arbitration process. Their main responsibilities include: 1) coordinating and conducting arbitration hearings; 2) recordkeeping of proceedings; 3) receiving and maintaining evidence presented as part of the arbitration hearing process; and 4) writing the arbitration awards.

**Minimum qualifications.** Individuals seeking to become neutral arbitrators must possess specific qualifications outlined in statute before being considered for appointment. A prospective candidate, as well as candidates seeking re-appointment, must be: 1) a state resident; and 2) experienced in public sector collective bargaining interest impasse resolution. Further, a neutral arbitrator must not be an advocate for employers or employer organizations in either the public or private sectors, or for public or private sector employees or employee organizations, at the time of application or within two years of application. By regulation, an advocate is defined as “an individual who represents an organization in matter of personnel and labor relations...”

Candidates for the neutral arbitrator panel must also possess and apply knowledge of the:

- state’s Teacher Negotiation Act and other labor laws relevant to the public sector;
- principles of arbitrator ethics;
- principles and practices of contract negotiation and administration;
- hearing procedures and the ability to conduct arbitration hearings and to develop an accurate record of proceedings;
- limits of arbitrator authority; and
- basic tenets of public sector finance, particularly municipal finance.

In addition to these basic knowledge requirements, candidates for neutral arbitrator must display specific qualities. These include the ability to:

- evaluate the costs of wage and fringe benefits and improvements;
- write clear and comprehensive arbitration awards;
- complete the written award within statutory timelines; and
- provide a commitment to the public interest.

**Appointment process.** TNA neutral arbitrators are appointed to the neutral arbitrator panel by the governor with the advice and consent of the legislature. Prospective panel members must first undergo a formal application and review process before their appointment. Current members must be re-appointed following their term expiration under the same process, although formal interviews may not be necessary unless the interview committees deem otherwise. The full process is illustrated in Figure I-2.

As Figure I-2 shows, initial candidates to the panel are solicited by the Department of Education to apply for the panel. The department recruits arbitrators through various means, including ads in newspapers and legal publications and through professional organizations, like the American Arbitration Association (AAA).<sup>6</sup>

Candidates submit their credentials to the department for review. Prospective candidates are initially reviewed by a screening committee of at least five people appointed by the commissioner. By regulation, the committee must include: 1) the commissioner’s designee; 2) representatives of local and regional boards of education; 3) exclusive bargaining representatives of certified employees of local or regional education boards; and 4) local legislative and fiscal authorities.

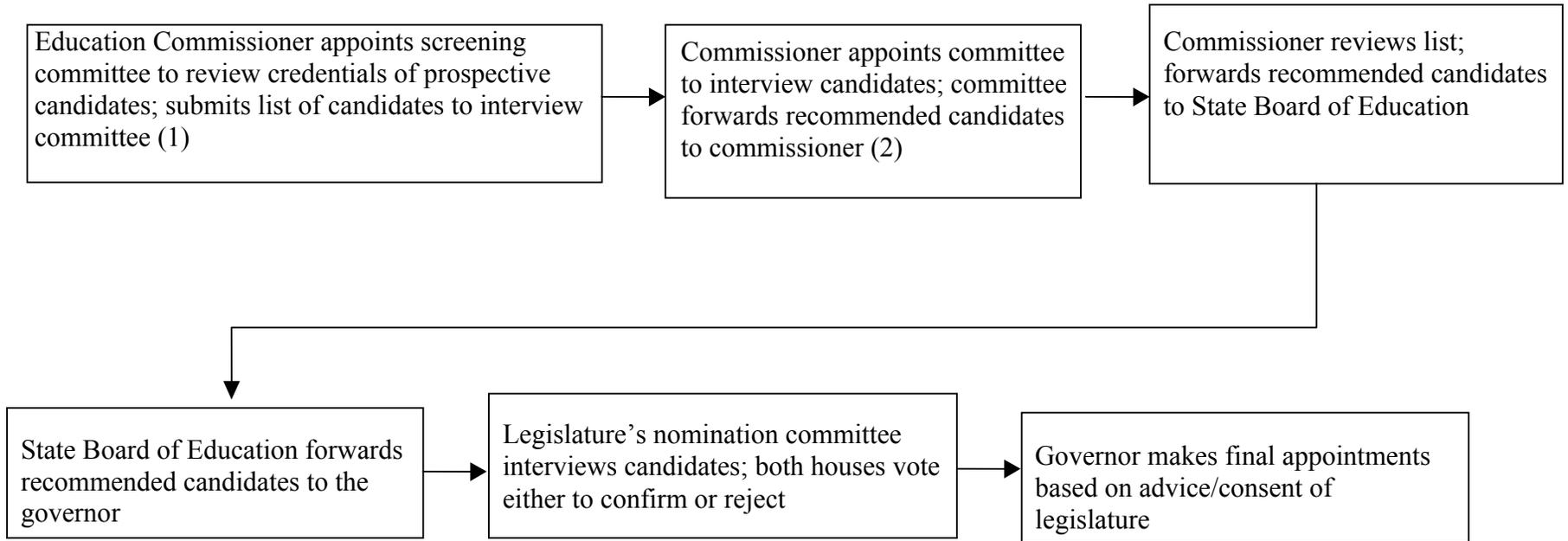
The screening process is used to decide which candidates have the minimum qualifications necessary to proceed to the interview phase. According to regulation, candidates are rated as either “qualified for an interview” or “not qualified for an interview.” It takes a majority vote of the screening committee to determine if a candidate will be interviewed or not.

The interview process is conducted by a separate interview committee, also appointed by the commissioner. By regulation, the committee is to consist of 12 members – three representatives from each of the following groups: 1) local and regional boards of education; 2) exclusive bargaining representatives of certified school staff; 3) local legislative and fiscal authorities; and 4) public or private neutral dispute resolution agencies, which includes the commissioner’s designee (who also serves as the committee’s chairperson).

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<sup>6</sup> The American Arbitration Association provides neutral, third-party mediation and arbitration services through mediator and arbitrator panels to resolve interest and grievance conflicts among disputing parties and is a world-wide, not-for-profit organization. AAA panel arbitrators must have a minimum of 15 years experience in the field of dispute resolution.

**Figure I-2. Process for Appointing Neutral Arbitrators Under TNA**



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(1) Screening committee to consist of at least five people, including: the commissioner’s designee; representatives of local and regional boards of education; exclusive bargaining representatives of certified employees of local or regional education board; and local legislative and fiscal authorities.

(2) Interview committee consists of three representatives each from the following groups: local/regional boards of education; exclusive bargaining reps. of certified school staff; local legislative and fiscal authorities; private/public neutral dispute resolution agencies

Source: Department of Education and LPR&IC.

The interview committee conducts interviews of the candidates recommended by the screening committee. According to regulation, candidates must be ranked as either “excellent,” “good,” “satisfactory,” “marginal,” or “unsatisfactory” as defined in regulation. All members of the committee must give a candidate at least an overall rating of “satisfactory” for the candidate to then be recommended to the education commissioner. Current members of the panel typically do not go through the formal interview process, unless the committee believes it is necessary. Current members must still receive unanimous approval of the committee to complete the rest of the appointment process.

The education commissioner reviews the recommendations of the interview committee, and may instruct the interview committee to review again any unsuccessful candidate. The commissioner then forwards a list of recommended candidates to the State Board of Education for review. Following review by the board, a list is sent to the governor for review. In the meantime, the board may direct the interview committee to review any unsuccessful applicant.

Any list sent to the governor may only include names of candidates approved by the interview committee. The state education board is also required by statute to include with its list to the governor a report certifying that the process conducted for soliciting applicants made adequate outreach to minority communities, and documents whether the number and make-up of minority applicants considered reflect the state’s racial and ethnic diversity.

The governor nominates arbitrator panel candidates to the legislature. Candidates first testify before the legislature’s Executive and Legislative Nominations Committee at a public hearing and then must be approved by both chambers.

**Intern program.** State regulation requires an arbitrator intern program be available to prospective panel applicants who lack experience in arbitration, but are otherwise qualified. The program has been operated through the education department in the past, but no candidates are currently enrolled.

Candidates for the program, as selected by the education commissioner, must meet certain initial qualifications to participate, including experience in public sector collective bargaining interest impasse resolution. Interns are required to attend training classes conducted, sponsored, or endorsed by the commissioner or her designee. Interns are also required to attend not less than six arbitrations conducted under TNA with at least three different neutral arbitrators, and must write at least three more awards to be reviewed by the commissioner/designee. Interns successfully completing the program will be invited to interview for the neutral arbitrator panel. Interns may only participate in the program twice.

**Terms and vacancies.** Arbitrators serve for two years, or until a successor is appointed. There is no limit on the number of terms panel members may serve, although arbitrators may be removed from the panel for good cause.

If a vacancy occurs, the governor has 40 days to appoint a replacement. Should a vacancy occur while the legislature is not in session, state law provides that the governor may make an appointment until the legislature's next regular session when the appointment(s) must receive legislative consent. The governor may make such an appointment as long as the person being appointed was not rejected by the General Assembly for the same position during the legislature's last regular session.

**Compensation.** No arbitrator, whether serving as a neutral or advocate panel member, receives compensation from the state or is considered a state employee. Rather, each arbitrator is responsible for setting his or her own per-diem rate, plus other costs, such as traveling, food/lodging, and photo-copying. Rates are established per six hours of work. According to statute, per-diem fees must be determined on the basis of the prevailing market rate of such services. The education department is not responsible for approving arbitrators' rates.

Per-diem fees for those neutral arbitrators submitting their 2005-06 rates to the education department range from \$800 to \$1,400, with an average rate of \$1,100. The arbitrators with more experience and in greater demand have higher rates. The parties are responsible for evenly sharing any cost incurred for the neutral arbitrator during an arbitration case. Parties also pay the fees for their respective advocate arbitrators.

**Current panel.** Table I-1 lists the current 10 members of the neutral arbitration panel who provide interest arbitration under the Teacher Negotiation Act. A review of panel members' resumes on file at the education department shows they have backgrounds in impasse resolution and all but one member are attorneys. All the current panel members also serve as arbitrators for the American Arbitration Association, although it is not required. The vast majority of members have served on the panel since the early 1990s. All members currently have term expirations of November 2006.

<b>Table I-1. Neutral Arbitrators: Teacher Negotiation Act (2005)</b>			
	<b>Location</b>	<b>Original Appointment</b>	<b>General Background</b>
Sandra Biloon	West Hartford	1995	Labor Relations
Lynn Alan Brooks	West Hartford	1991	Attorney
Laurie Cain	Simsbury	1992	Attorney
Leeland Cole-Chu	New London	2000	Attorney
J. Larry Foy	Simsbury	1995	Attorney
Richard Kosinski	New Britain	1991	Attorney
Susan Meredith	New Haven	1993	Attorney
Kevin Randolph	Hartford	2000	Attorney
Steve Rolnick	Hamden	2000	Attorney
Thomas Staley	New Haven	1992	Attorney

Note: Arbitrators do not receive compensation from the state for their services. A per-diem rate is established by each arbitrator and parties to the arbitration are responsible for evenly dividing neutral arbitrator fees. Rates are based on six hours of service, including hearings, study time, and report preparation. Individual rates may include other costs, such as travel, meals, lodging, mailing, and photocopying.

Source: Department of Education

**Performance review.** The commissioner of education is required by law to develop a process to annually review the performance of each member of the arbitration panel. The department does not have a formal performance appraisal system in place; rather it uses the re-appointment process for neutral arbitrators to fulfill this requirement.

### **Advocate Arbitrators**

Although arbitrators representing either boards of education or certified professional school employees are members of the full arbitrator panel appointed by the governor, their appointment process differs somewhat from that of neutral arbitrators. Advocate arbitrators are appointed by the governor from lists of names put forth by the groups they represent, not by the screening/interview process conducted through the Department of Education. Similar to neutral arbitrators, however, advocate arbitrators need legislative consent prior to appointment to the arbitrator panel. (See Appendices D and E for a current list of advocate arbitrators.)

### **Second Panel Arbitrators**

Neutral arbitrators willing to serve as second/review panel arbitrators are included on a separate list of arbitrators maintained by the education department. Review panel arbitrators generally follow the same appointment process as those appointed to the neutral arbitrator panel. Unlike the first panel, however, the process for the review panel is not outlined either in statute or regulation. Instead, the education department has developed an internal protocol for the selection of review panel arbitrators.

The protocol for selecting review panel arbitrators begins with the department issuing a recruitment letter through the American Arbitration Association to arbitrators who belong to the association and are residents of the state. (The statute only requires AAA membership for second review panel members.) The association maintains its lists of arbitrators as proprietary information and will not release such information to the education department, but has agreed to send the department's recruitment letter to its Connecticut-based arbitrators.

Applications are first screened by a panel developed by the commissioner representing the interested parties. Candidates approved by the screening committee are invited to an interview before another interview committee of twelve members representing municipal, labor, board of education, and neutral interests. Names of candidates receiving unanimous approval by the interview committee are then recommended to the commissioner, who uses the names to appoint review panel members for two-years terms.

Similar to the first panel process, sitting members of the review panel do not require a formal interview at the time of re-appointment. However, any member of the interview committee may request that a sitting member of the review panel be interviewed before reappointment. Further, any candidate who is unsuccessful in the interview process may request a second interview from the commissioner.

Table I-2 shows the current membership of the review panel. Currently, there are 10 members of the neutral arbitrator review panel for teacher and administrator interest arbitration. Several members also serve on the first panel of neutral arbitrators, and most have served on the review panel for at least eight years. The per diem rates charged by the panel members are comparable to those of the first panel. Unlike the first panel, fees for review panel members are paid by the legislative body/bodies rejecting an award, not by the individual parties to an arbitration case. Terms for each panel member expire November 2006.

<b>Table I-2. Review Panel Arbitrators: Teacher Negotiation Act (2005)</b>			
	<b>Location</b>	<b>Original Appointment</b>	<b>General Background</b>
Ruben Acosta	Simsbury	1997	Attorney
Sandra Bilon	West Hartford	1997	Labor Relations
Susan Boyan	Vernon	1997	Attorney
Laurie Cain	Simsbury	1992	Attorney
Richard Kosinski	New Britain	1997	Attorney
Susan Meredith	New Haven	1997	Attorney
Louis Pittocco	Greenwich	2000	Attorney
Thomas Staley	New Haven	1994	Attorney
<p>Note: Arbitrators do not receive compensation from the state for their services. A per-diem rate is established by each arbitrator and parties to the arbitration are responsible for evenly dividing neutral arbitrator fees. Rates are based on six hours of service, including hearings, study time, and award writing. Individual rates may include other costs, such as travel, meals, lodging, mailing, and photocopying.</p> <p>Source: Department of Education</p>			

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# **Chapter Two: Municipal Employee Relations Act**

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## **Background**

The right for municipal government employers and employees to collectively bargain was established in 1965 under the Municipal Employee Relations Act (MERA). Previously, it was a municipality's choice whether or not to bargain. MERA made this a right uniformly available throughout the state.

MERA was enacted to promote better employer-employee relations in municipal government. Local legislative bodies were given the right to reject collective bargaining agreements that impacted the expenditure of funds, and municipal employees were prohibited from striking. To resolve impasses, MERA provided nonbinding arbitration. The Connecticut State Board of Mediation and Arbitration administered the act.

Last best offer, issue by issue binding arbitration was added to MERA in 1975 because the negotiation process mandated by the act was perceived as failing to produce fair and timely contracts. With municipal contract negotiations many times continuing for multiple years after contracts expired, binding arbitration was seen as a more efficient way to resolve bargaining impasses and avoid resorting to illegal strikes.

Specific timetables for the collective bargaining process in 1975 included negotiations beginning at least 120 days prior to contract expiration date, mediation 70 days before contract expiration date, fact finding 45 days prior to expiration date, and arbitration within 90 days after a contract expired. The amended act further specified that the labor and management arbitrators together select a neutral arbitrator to serve as chairman of a tripartite arbitration panel; the State Board of Mediation and Arbitration was to select a state resident to be the chairman (i.e., neutral arbitrator) if the party arbitrators are unable to do so.

In 1987, the General Assembly amended MERA so that contract reopener negotiations would be subject to the same binding arbitration procedures as full contract negotiations and contract reopeners. Binding arbitration would also be imposed 90 days after the date the parties commenced negotiations to revise the agreement/contract.

A significant statutory change enacted in 1992 allowed town legislative bodies to reject initial arbitration awards by a two-thirds vote of their members present and voting. The local legislative body was also required to submit its reasons for rejecting an arbitration award to the State Board of Mediation and Arbitration and the employee organization. Other changes in 1992 included lengthening mediation from 25 to 100 days, and imposing binding arbitration within 30 days rather than 90 days.

While the original 1992 change permitted towns to reject individual issues, a subsequent amendment in the same session required the local legislative bodies to reject an arbitration award as a whole. Finality of binding arbitration was preserved by requiring rejected awards to be submitted to a second panel of arbitrators and making the second panel's award final and binding

on both parties. The original amending language gave the second panel the ability to choose an award that fell between the final last best offers; however, the subsequent legislative modifications limited the second panel to choosing one of the last best offers made by the two parties. Additionally, arbitrators were instructed to give priority to the “public interest” and the municipality’s ability to pay criteria in both the first and second rounds of arbitration. The arbitration panel was also required to consider developments in private sector wages and benefits. Factfinding was eliminated at this time, as well.

In 1993, the authority of the State Board of Mediation and Arbitration to impose binding arbitration in situations where the municipal employer and a new municipal employee bargaining unit had reached an impasse in negotiations during their first contract was restored by P.A. 93-17. Additionally, the act required the State Board of Mediation and Arbitration to impose binding arbitration if parties were at an impasse 180 days after recognition or certification.

**Provision waivers.** Unlike TNA, the parties under MERA may jointly decide to modify, defer or waive any of the time frames or other provisions within the statute. For example, the parties may jointly stipulate to an extension of the time allotted to negotiations. Should the collective bargaining process advance to the arbitration phase, then, rather than the required tripartite panel of arbitrators, the parties may stipulate to using one neutral arbitrator. MERA allows such flexibility as long as the two parties can agree to these adjustments. This flexibility results in a relatively longer time taken to resolve contracts in comparison to TNA, or if the statutory time frames had been adhered to under MERA.

## **Scope and Roles**

### **Employees Covered**

The MERA statute covers most employees of a municipality except for certified personnel employed by local school boards. Non-certified employees of local school districts, as described in Chapter One, are covered by MERA. Under MERA, employees have the right to organize and bargain with their employer (usually the town, board of education, or housing authority) over wages, hours and other conditions of employment.

In addition to certified school personnel, MERA does not cover municipal elected officials (e.g. town selectmen), administrative officials, board and commission members, part-time employees working under 20 hours per week on a seasonal basis, and department heads. Further, municipal employees having access to confidential information pertaining to collective bargaining may be excluded from collective bargaining by the State Board of Labor Relations. Such employees typically include the secretary of the municipal business administrator or of the school superintendent.

### **Municipal Employers**

The Municipal Employee Relations Act covers the employees of municipal governments, including towns, cities, boards of education, housing authorities or some other authority of the

municipality as established by law, and/or private nonprofit corporations with valid contracts with a municipality. Regardless of source of funding, the employer is identified as the entity that has the right of exclusive control over the hiring, wages, hours and conditions of employment of the employee group.

Schoolteachers and administrators are employed by school boards but fall under TNA. Additionally, boards of education are often, but not always, the employers of the noncertified education employees, such as classroom paraprofessionals, cafeteria workers, or custodians—employee groups that fall under MERA. (A few noncertified employees may be employed by the town or city rather than the board of education, but this occurs infrequently.)

Municipal employers who are the “town” or “city” are required to submit the financial issues in their negotiated or mediated agreements to the local legislative body for approval or rejection. All other municipal employers, such as the boards of education and housing authorities, have the authority to enter into collective bargaining agreements with the respective employee organization, and are not required to submit agreements for approval by the legislative body of the municipality, although the body may call a meeting to reject the contract if it deems necessary.

## State Role

- **State Board of Labor Relations.** The State Board of Labor Relations (SBLR) is responsible for: enforcing the duty of employers and employee representatives to bargain in good faith; investigating complaints of prohibited practices as filed by either the employer or employee union; and enforcing an arbitration award if a municipal employer refuses to comply with a valid arbitration award. (SBLR also plays a role in the establishment of new collective bargaining units and their union representation, or change to different representation.)
- **State Board of Mediation and Arbitration.** The State Board of Mediation and Arbitration (SBMA), created in 1895, administers various statutes that provide for mediation and arbitration services to both private and public sector employers and employee organizations. SBMA makes its services available if there is an impasse in contract negotiations or dispute over the interpretation of a contract.
  - The board consists of six members appointed by the governor to six-year terms; members may serve more than one term. Of the six members, two represent labor, two represent management, and two represent the general public (i.e. neutrals). The governor designates the two public members as board chair and deputy chair.
  - Public members are prohibited from having served as management or labor representatives during the five years preceding appointment to

the SBMA. The qualifications to be a neutral arbitrator under MERA typically include extensive previous experience as an arbitrator, as discussed later in this chapter.

- There may be one or more alternate members appointed by the governor, as requested by the labor commissioner or the chairman of the board. Currently, there are 36 alternate members. The members serve terms of up to one year or until a replacement is appointed. Alternates have the same authority as permanent members of the board when called upon to arbitrate a case.
- In addition to a full-time director, SBMA has a total of 1.75 FTE employees assigned to monitor interest mediation and arbitration under MERA. These staff administers the interest arbitration component of MERA; other board personnel are responsible for the labor grievance component and associated SBMA duties.

## **Employee Representatives**

Employee representatives are selected by the employees to act as their exclusive representatives in the collective bargaining process. There are many municipal employee groups represented by an array of unions. There is not a comprehensive listing of all collective bargaining units in each town or city in Connecticut.

A union must be in existence for at least six months before it may be eligible to represent a group of municipal employees. Further, there is not a list of unions covering municipal employees.

Unlike TNA, there is no restriction on which groups may be covered under a collective bargaining unit, as long as the “community of interest” standard is met as determined by the SBLR. Thus, some municipalities may have multiple occupations within one collective bargaining unit, such as maintenance, clerical, custodians, and paraprofessionals (referred to as a “split union”), while other municipalities may have separate collective bargaining units for each of those occupations. The statute also requires that supervisors not be in the same collective bargaining unit as the employees they supervise. If there are three or more supervisors, however, they may form their own collective bargaining unit, provided they are not department heads or administrative officials.

## **Collective Bargaining Process**

MERA uses last best offer, issue by issue, binding arbitration. This type of arbitration requires either a single neutral arbitrator or an arbitration panel to choose one party’s final offer on each unresolved issue. The arbitrator(s) is instructed to consider the criteria specified in statute, with priority given to the public interest and the municipality’s ability to pay criteria. The

complete MERA collective bargaining process, including the binding arbitration phase, is shown in Figure II-1.

## **Negotiation**

Unlike TNA, there is no statutory requirement for the municipal fiscal authority to be consulted before starting negotiations. There is also no provision for the fiscal authority to be involved in the negotiation process.

The two negotiating parties are represented by the employee organization (union) on the labor side, and the municipal chief executive officer or designee on the management side. The superintendent of schools is considered the chief executive officer for those negotiations that identify the board of education as the municipal employer.

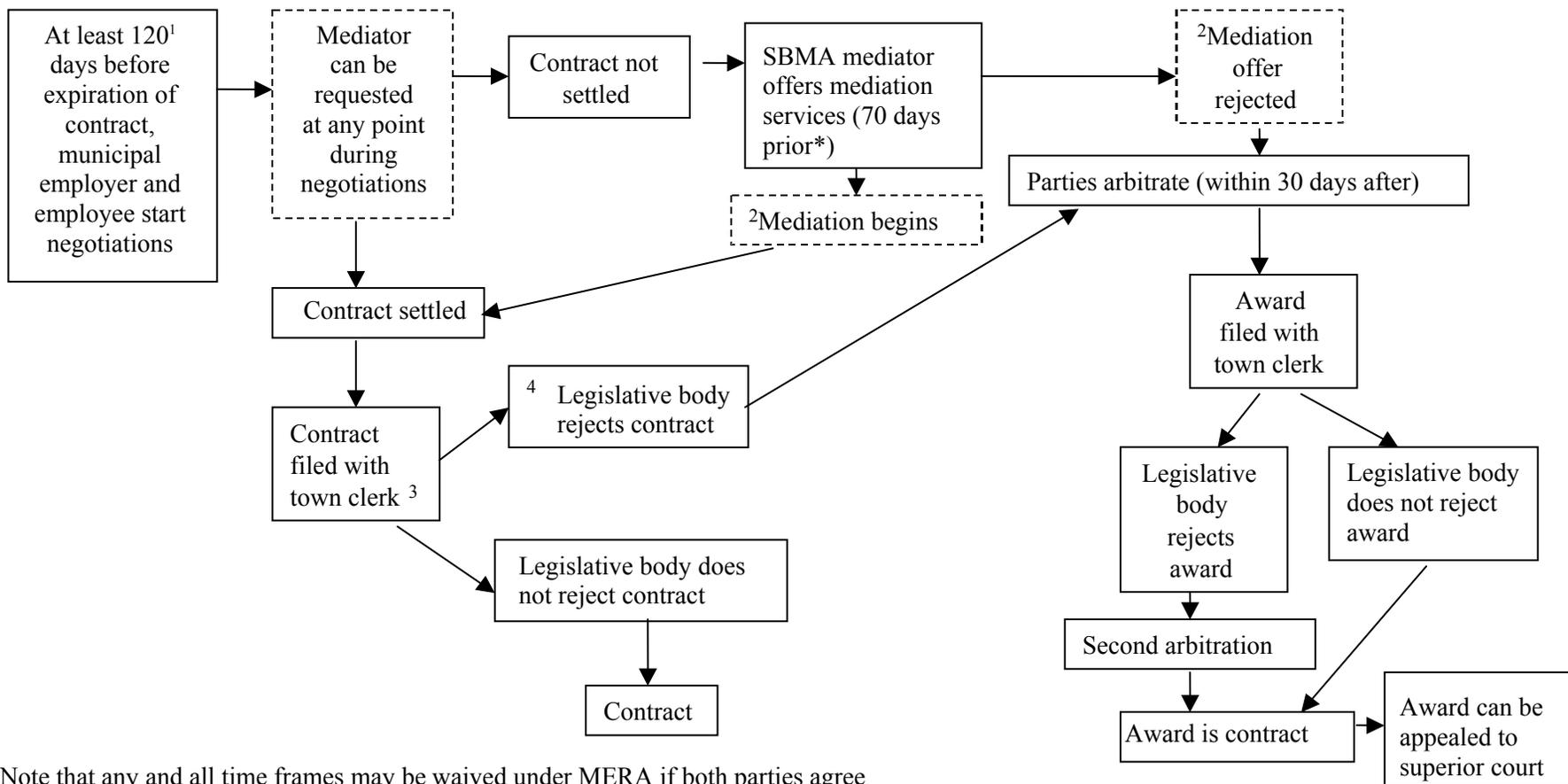
MERA requires employers and bargaining units to bargain in good faith over all workplace issues. While bargaining in good faith does not mean that either party must make a concession, neither side is allowed to require, for example, that it will only meet at night or only meet during regular working hours.

As Figure II-1 shows, the process begins with the two parties negotiating at least 120 days prior to expiration of the current contract. Typically, ground rules are initially established and may include agreement on meeting times and locations, whether negotiations will be public or private, who may attend, date that proposals are due, and how tentative agreements will be treated (e.g., whether they can be ratified by the parties). The statute also specifies that any newly certified or recognized municipal employee organization and the municipal employer must begin negotiating their first contract together within 30 days of that certification or recognition.

Issues discussed during the collective bargaining process are limited to wages, hours and other conditions of employment. Program-related issues, and the establishment or elimination of positions, may not be part of the negotiations, although their impact on the municipal employees may be included.

In contrast to TNA, the two parties under MERA may jointly decide to modify, defer, or waive any or all steps, including time frames. It is not unusual, for example, for a MERA contract to continue being negotiated beyond the contract expiration date, because the parties decided to waive the statutory time frame for when arbitration is imposed. Terms of an expired contract remain in effect until the new contract is approved, and terms of a new agreement may then become retroactive.

**Figure II -1. MERA Binding Arbitration Process**



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<sup>1</sup> Note that any and all time frames may be waived under MERA if both parties agree

<sup>2</sup> Mediation is not mandatory and occurs only if both parties agree

<sup>3</sup> Only contracts where the municipal employer is the “Town” must be filed with the town clerk; the legislative body is limited to approving or rejecting aspects of the agreement that involve a request for funds, or conflict with town charter, act or regulation

<sup>4</sup> A negotiated contract that is rejected may return to negotiation, mediation or arbitration

\* Numbers in parentheses indicate days in relation to expiration of current agreement (There are different timeframes for certification of new representative and re-openers)

Should the parties negotiate an agreement, then the agreement is put in writing and typically sent to the respective parties for ratification, although ratification is not required by statute. In general, the union ratifies first and then management will ratify the agreement, although ratification can occur simultaneously. If either party fails to ratify the agreement, then the parties may turn to mediation or arbitration.

If ratified, the bargaining representative of the municipality files the full contract or the portions of the agreement involving a request for funds (e.g., salaries and benefits) with the town clerk within 14 days of the date in which the agreement was reached. Only contracts where the municipal employer is the “town” must be filed with the town clerk.

If, after 30 days, the legislative body of the municipal employer fails to reject the contract, then it is considered final and binding. If the contract is rejected, then the matter is returned to the parties for further bargaining. The legislative body is limited to approving or rejecting aspects of the negotiated agreement that involve a request for funds or that are in conflict with any charter, special act, ordinance, rule or regulation adopted by the municipal employer. Conversely, the legislative body approves or rejects an *arbitrated award* based on any of the issues that were in dispute, regardless of whether the issue involved a request for funds, as discussed later.

If the parties fail to negotiate an agreement, then they may enter mediation or choose to go directly to arbitration. Should the two parties ultimately go to binding arbitration, then proposals exchanged during the negotiation phase become part of the information considered by the arbitration panel. Previous negotiations are one of the criteria used in selection of last best offers. Further, any issue or proposal that was not part of negotiations cannot be raised during arbitration (unless both parties agree to do so).

**Contract reopener negotiations.** As part of the agreement, the parties may decide to open negotiations on salaries, hours, or other conditions of employment prior to expiration of the current contract. Final-year general wage increases, pension and health insurance are examples of contract reopener issues. Should a settlement not be reached within 30 days of start of negotiations, then binding arbitration is triggered, and the same procedures followed as with other contracts in binding arbitration.

## **Mediation**

Mediation is a process that uses a neutral person to help two parties reach agreement on disputes that were not resolved during the negotiation process. The role of the mediator is to facilitate negotiation between the two parties, trying to bring them closer together on what each side wants.

Mediation differs from arbitration, in which a third party (i.e. the arbitrator) makes the decisions. Mediators do not traditionally suggest what the settlement should be, draft agreements, or make other recommendations, because it is believed that the parties will feel more positively about the settlement and one another if they resolve differences among themselves. Mediators try to promote better relationships between labor and management.

As described in SBMA regulations, every labor dispute is unique, and the techniques or procedures governing the conduct of mediators will vary, depending on circumstances. Mediators have complete flexibility, and are not bound by the seven MERA criteria that arbitrators must use in their deliberations, described later in this chapter. Mediators, however, must adhere to the Code of Professional Conduct for Labor Mediators, a document that has been adopted by the Federal Mediation and Conciliation Service and the Association of Labor Relations Agencies.<sup>7</sup>

Under MERA, as highlighted in Figure II-1, parties may request mediation services at any time during negotiations. As in TNA, if the parties have not come to agreement within 50 days of the start of negotiations (80 days after the certification or recognition of a newly certified or recognized municipal employee organization, or 30 days after contract reopeners), then they are to be informed by letter from SBMA that the board has appointed a mediator. The assigned mediator is an employee of the State Board of Mediation and Arbitration and may have been involved in previous mediations with the two parties. There is no cost to the parties for the services of the state mediator. Parties may also reject the services of the state mediator and choose an independent mediator.

While MERA identifies the time frame within which mediation may occur, unlike TNA, mediation is not a mandatory step prior to arbitration. Although a mediator may be assigned, he or she may actually have minimal involvement with the parties while they continue to negotiate an agreement among themselves.

Discussion during mediation is confidential and does not become part of the negotiating history should the dispute require arbitration. This is done to promote the effectiveness of mediation by assuring the parties that their discussions will not be disclosed. Mediators do not have the authority to impose settlements, and they are not required to testify, even if subpoenaed, regarding information discussed during the mediation process.

If resolution does not occur within the statutory time frame (30 days past contract expiration date), and the parties have not agreed to waive the statutory time frames, then binding arbitration is imposed. The commencing of binding arbitration by SBMA must occur through notification by letter from SBMA through its director. The parties, however, may continue to negotiate or mediate even as the discussions technically move into the next phase of the process.

If an agreement is mediated, then, similar to a negotiated agreement, the bargaining representative of the municipality files the contract with the town clerk within 14 days of the date on which the agreement was reached. Only contracts where the municipal employer is the “town” must be filed with the town clerk.

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<sup>7</sup> The Federal Mediation and Conciliation Service is an independent agency that provides mediation and conflict resolution services to industry, government agencies and communities. The Association of Labor Relations Agencies promotes cooperation, high professional standards, and the exchange of information among impartial government agencies in the United States and Canada responsible for administering labor management relations laws or services.

If, after 30 days, the legislative body of the municipal employer fails to reject the agreement, then it is considered final and binding. If the agreement is rejected, then the parties will begin the arbitration process.

**Mediators.** By statute, MERA requires that there be at least five mediators, who are full-time employees of the Department of Labor, available to mediate interest and grievance disputes should a mediator be requested. There are currently two full-time mediators and two part-time mediators. The SBMA director reports that there have been less than five mediators for approximately five years. The SBMA director further reports no current backlog for mediation services, although finding times to meet given coordination of multiple schedules can be a challenge.

With the advice and approval of SBMA, the commissioner of labor appoints the mediators. The mediators often have an extensive background in labor management. The official job description includes the following:

- considerable knowledge of the National Labor Relations Act, and state acts governing labor relations;
- considerable knowledge of contract grievance mediation, conciliation, and arbitration methods and procedures;
- considerable interpersonal and negotiating skills;
- considerable ability to mediate and conciliate labor disputes and to act as an impartial agent; and
- eight years experience in professional labor relations or human resource management involving responsibility for employee relations or collective bargaining issues, with two of the years having been in the arbitration, mediation, or conciliation of labor problems.

The governor may also request that the commissioner of labor step in to mediate a dispute, if necessary.

Applicants for mediator positions are first reviewed by the commissioner. Following the review, names are forwarded to SBMA. The board must approve an applicant unanimously in order to be appointed to the panel of mediators. Once appointed, the mediators have their own territories of towns and unions with whom they work.

## **Arbitration**

MERA identifies four situations in which binding and final arbitration is imposed: 1) within 30 days after a contract has expired; 2) within 30 days after contract revision negotiations have begun; 3) within 30 days after a reopener date for negotiations as spelled out in the current agreement; or 4) within 180 days after the certification or recognition of a newly certified or recognized municipal employee organization.

## Arbitration Process

**Panel selection.** SBMA is required to mail written notification that binding arbitration is to commence, and that each party must select an arbitrator to represent its interests (i.e., choose an advocate arbitrator) within 10 days of notification. The written notification must be sent to each party and delivered via registered or certified mail, return receipt requested. Occasionally, both parties may stipulate to using a single neutral arbitrator rather than a tripartite panel.

Should either party fail to choose an advocate arbitrator, then an arbitrator will be randomly selected by SBMA. In almost all instances, however, the town CEO and union each select one arbitrator within 10 days of receipt of the written notification. The two parties may select arbitrators from the list of permanent and alternate management and labor SBMA members, or they may select from outside this list.

If a management or labor arbitrator is not chosen within 10 days, then SBMA must appoint an arbitrator through a random selection process. According to the SBMA director, this occurs perhaps three or four times per year.

Within five more days, the two arbitrators together must select a third arbitrator from the panel of neutral arbitrators. The two arbitrators receive notification of one another's selection and their responsibility to select a neutral arbitrator from the panel of neutral arbitrators. They may not select from outside the panel of neutral arbitrators. If the management and labor arbitrators cannot agree on the selection of a neutral arbitrator, then the SBMA director will randomly select the neutral arbitrator from the panel of neutral arbitrators.

Neutral arbitrators, in their capacity as single arbitrators or chairs of three-member arbitration panels, are responsible for all facets of the arbitration process. Included in their primary responsibilities are coordinating and conducting arbitration hearings, recordkeeping of proceedings, receiving and maintaining evidence presented as part of the arbitration hearing process, and writing up final arbitration awards.

During the time that the arbitrators are being selected, the two parties may continue to negotiate or mediate their differences. Agreements may be reached prior to completion of the arbitration process and, should agreement be reached on all remaining outstanding issues, then the contract is said to have been settled by the parties, albeit during arbitration. It is treated as a negotiated or mediated agreement and is subject to review by the local legislative body. It is not considered a stipulated award, as is the case under TNA.

In 1995, the Connecticut Supreme Court ruled (*IBPO v Jewett City*, 234 Conn 123) that under MERA, a complete stipulation in arbitration is not considered a binding/arbitrated award; it is an agreement derived by the parties and, as such, must be submitted to the local legislative body for consideration. (A similar challenge has not occurred under TNA.) Essentially, under MERA, an award will only be issued when there is an actual impasse.

**Hearing(s).** If no agreement is reached by the formal start of binding arbitration, then a "bump and run" meeting will be held. According to statute, this initial meeting is to be convened in the municipality by the neutral arbitrator within 10 days of his/her selection or appointment.

At this meeting, the parties will usually select hearing dates and identify the issues that will be submitted to the arbitration panel. As stated earlier, all time frames may be waived.

The statute sets out that the hearing process may occur over multiple days, but must be within a 20-day time period from start to finish. The panel chair presides at the hearing(s); however, any member of the arbitration panel can take testimony, administer oaths, and subpoena persons, records or other documents.

At least two days prior to the first hearing date, each party gives the chairperson their proposal. The proposal is required to have numbered paragraphs and costs for each provision.

At the beginning of the hearing, each side will file with the arbitration panel a list of provisions it accepts and a list of provisions it is unwilling to accept. Alternate contract language to substitute for what is unacceptable is also submitted. At any time during the negotiating process, both parties may inform the panel of conditions or demands that they both accept.

At the hearing, the two parties present evidence to the tripartite panel (or single arbitrator, if the parties so choose) in the form of exhibits and testimony. Some of the larger unions have representatives who will present the evidence; in other instances, the party's attorney may present the evidence. The fiscal authority of the town may also present evidence during the hearing.

Both sides will often present written information that addresses the MERA criteria, as discussed below. Numerous fiscal indicators may be provided to make a party's case. There are also multiple ways to present "comparables" or comparisons with other towns within close geographic proximity, size, or economic situation. Although MERA does not currently address the issue of reserve fund, similar to TNA, this information is often included in the evidence presented.

**Briefs/last best offers.** Within five days after the testimony concludes, the panel forwards an arbitration statement to each party with the agreements, as well as numbered paragraphs of issues still unresolved. Within ten days after the testimony ends, MERA requires the two sides to file their last best offers (LBOs) on the unresolved issues with SBMA, which distributes copies to the other side. In practice, the parties exchange LBOs directly, provide copies to the arbitrator(s), and usually send copies to SBMA.

As noted earlier, because the MERA statute permits the parties to modify, defer, or waive any provisions, the process rarely adheres to the statutory time frames. In addition to waiving the timelines, the two parties may change the order of events so that the two sides file briefs prior to their last best offers.

Within seven days of distributing the copies of the last best offers, MERA requires the sides to file briefs on the unresolved issues with SBMA. As before, SBMA is to then distribute copies to the other side. Reply briefs are then exchanged within five days, responding to the briefs on the unresolved issues. MERA requires this exchange to occur through submission of the briefs to SBMA, which then distributes copies to the other side. In practice, the parties exchange briefs and reply briefs directly, provide copies to the arbitrator(s), and often—but not always—send copies to SBMA.

**Executive session.** Within 20 days of distributing copies of the reply briefs, the panel, by majority vote if a tripartite panel, decides any remaining unresolved issues. The neutral arbitrator may hear the arguments of both sides while in executive session with the management and labor arbitrators. The panel is limited to choosing one or the other side's last best offer on each outstanding issue.

**Criteria.** The factors that the arbitrators must use in choosing a last best offer are also specified in MERA. They include assessing the:

- 1) prevailing wages, salaries and fringe benefits in the labor market;
- 2) municipal employer's ability to pay;
- 3) interests and welfare of the employees;
- 4) negotiations between the employer and union prior to arbitration;
- 5) public interest;
- 6) changes in the cost of living; and
- 7) employee group's working conditions and those of similar groups.

Part of the panel's decision is to include the specific reasons and criteria used in making a choice on each unresolved issue. In their decisionmaking, the arbitrators are required by statute to give priority to "public interest" and the "financial capability of the municipal employer."

The remaining criteria must be considered within the context of financial capability. These criteria include negotiations between the parties prior to arbitration. While what was discussed during mediation remains confidential, the parties' offers during negotiations are included in the decisionmaking process.

The interests and welfare of the employee group must also be considered, as well as changes in the cost of living. Unlike TNA, which requires that a three-year-average of the cost-of-living be used, MERA does not specify a particular time period.

Existing conditions of employment of the employee group and similar groups are also considered, as well as the wages, salaries, fringe benefits and other conditions of employment in the prevailing market. The prevailing market often includes developments in the private sector regarding wages and benefits, as well as contracts recently settled within the municipality.

**Award.** The arbitration award must be filed with the town clerk by the bargaining representative of the municipality (e.g., the town or board of education). If, after 25 days, the legislative body of the municipality fails to reject the award, then it is considered final and binding. Unlike rejection of a negotiated or mediated settlement, arbitrated awards may be rejected based on any of the issues, and are not limited only to disputed issues that involved a request for funds.

Rejection requires a two-thirds majority vote of the members present during a regular or special meeting called and convened to consider the award. If the award is rejected, the local legislative body is required to submit a written statement giving the reasons for rejecting the award to SBMA and the municipal employee organization within 10 days of the vote. Within 10

days of receiving this document, the employee organization submits a written response to the legislative body and to SBMA. The parties now enter the review, or second panel, phase of arbitration.

### **Review Panel Arbitration**

Within 10 days of receiving the rejection notice, SBMA appoints three neutral arbitrators who were not part of the first arbitration panel to serve as a review panel. One review arbitrator may be appointed if both parties agree. This second panel of arbitrators is selected from the review panel of neutral arbitrators maintained by the SBMA. (A list of review panel members is provided later.)

The review panel must consider the record and briefs of the hearing, reasons for the vote, and parties' responses. The review panel must continue to adhere to the same criteria used by the first arbitration panel.

The review panel has 20 days to conduct its review. The second panel is charged with examining *all* disputed issues, not only the issues that led to rejection of the arbitration award. Decisions made by the review panel must be chosen from among the two parties' last best offers.

The review arbitrators have five days from completion of their review to make their decision and put it in writing. The written decision must include the specific reasons and criteria used by each arbitrator as to why he or she chose a particular last best offer. The decision is filed with both parties with the cost of the review panel arbitrators paid by the local legislative body.

### **Appeal to Court**

The MERA statute states that the decision of the second panel is final and binding. The only option open at this point is for the award to be appealed to the superior court for motion to vacate or modify the arbitrators' decision. The Connecticut Supreme Court has held that arbitrated awards, including awards that occur under the MERA statute, are subject to the statutes governing motions to modify or vacate.

The motion to modify or vacate a review panel arbitration award must be filed within 30 days of the award. Both SBMA and the state attorney general must be notified of this filing within five days of its occurrence. Parties may present witnesses, with the burden of proof residing with the party seeking to overturn the award.

Awards may be vacated if there are questions about the legality or correctness of the decision. Awards may be modified to correct technical or typographical errors in an arbitration award that is otherwise considered valid.

### **MERA Neutral Arbitrators**

#### **Neutral Arbitrator Appointment Process**

In 1992, MERA was changed to establish a statutory process for selecting a panel of neutral arbitrators to carry out the binding arbitration phase. A panel of at least 20 neutral arbitrators was created to chair arbitration panels in the first round of arbitration. Another change in 1992 was to reduce the terms of the MERA panel of neutral arbitrators from four to two years.

As shown in Figure II-2, the neutral arbitrator selection process begins with the state labor commissioner appointing a neutral arbitrator selection committee. The selection committee has 10 members, equally divided between employee and employer representatives. By law, one of the employer representatives must be a representative of the Connecticut Conference of Municipalities. Each selection committee member serves a four-year term and may be reappointed an unlimited number of times. SBMA does not have any say in the appointment of the neutral arbitrator panel.

The neutral arbitrator selection committee recruits neutral arbitrator candidates, with the director of SBMA facilitating the recruitment process. Openings are advertised in newspapers, the Connecticut Law Tribune, Quinnipiac and UConn Schools of Law, through mailings by the American Arbitration Association, and other sources. An opening typically attracts anywhere from 30 to 70 applicants.

The neutral arbitrator selection committee selects the panel of at least 20 neutral arbitrators. The committee members review resumes, and each neutral arbitrator must be selected by a unanimous vote. Appointed to two-year terms, the neutral arbitrators must be Connecticut residents and represent the public's interest. The MERA arbitrators are often attorneys with extensive experience in impasse resolution. Any arbitrator may be removed for good cause.

The neutral arbitrator selection committee also determines subsequent reappointment of current neutral arbitrators. Each subsequent reappointment must also be unanimous by the selection committee. The current list of arbitrators is reviewed by members of the committee to assure that there have been no issues or complaints concerning a particular arbitrator. The commissioner of labor also questions whether there have been any complaints about any of the arbitrators, such as holding unfair hearings.

Prior to expiration of their terms, current arbitrators are sent letters asking if they want to be reconsidered for appointment on the arbitration panel. Most recently, the director of the Board of Mediation and Arbitration reported that all responded in the affirmative, save one who is retiring.

### **Current Panel of Neutral Arbitrators**

There are currently 17 members on the panel of neutral arbitrators. Since its inception, the panel has never met the 20 neutral arbitrator minimum. According to the SBMA director, the panel is currently down a few members due to retirement and other reasons. Should the membership dip significantly lower, then the neutral arbitration selection committee may be reconvened sooner than its regularly scheduled biennial meeting, and appoint new members to fill midterm vacancies.

**Figure II -2. Process for Appointing the MERA Panel of Neutral Arbitrators**

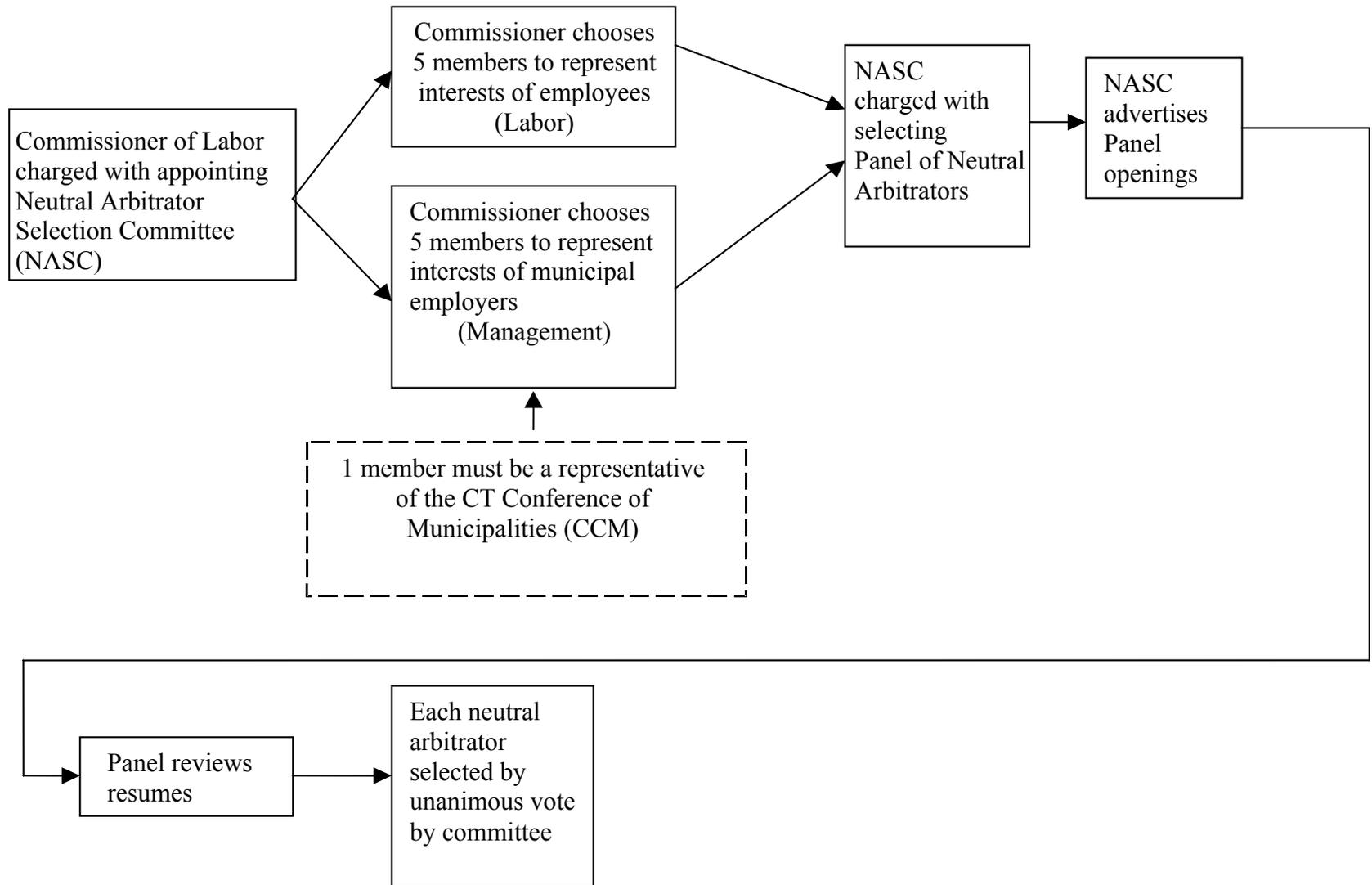


Table II-1 lists all current members on the panel of neutral arbitrators. The arbitrators are primarily attorneys, and two-thirds have served since the panel of neutral arbitrators was established 15 years ago. The term of expiration for all current panel members is November 22, 2006.

<b>Table II-1. Panel of Neutral Arbitrators: Municipal Employee Relations Act 2005</b>			
<b>Arbitrator</b>	<b>Location</b>	<b>Years on Panel</b>	<b>General Background</b>
Ruben E. Acosta	Simsbury	7	Attorney
Sandra Bilon	West Hartford	15	Professor
Peter R. Blum	Hartford	15	Attorney
Laurie G. Cain	Simsbury	15	Attorney
Joseph M. Celentano	Columbia	7	Attorney
David A. Dee	Hartford	7	Attorney
Charles DiFazio	Neutral	2	Attorney
Katherine C. Foley	Middletown	15	SBLR Agent
J. Larry Foy	Simsbury	15	Attorney
Susan E. Halperin	West Hartford	15	Attorney
Richard H. Kosinski	New Britain	7	Attorney
Susan R. Meredith	New Haven	15	Attorney
Albert Murphy	Hartford	15	Attorney
Louis P. Pittoco	Greenwich	15	Attorney
Thomas J. Staley	New Haven	15	Attorney
M. Jackson Webber	Hartford	15	Attorney
Gerald T. Weiner	Woodbridge	7	Attorney
*Arbitrators do not receive compensation from the state for their services. A per-diem rate is established by each arbitrator and parties to the arbitration are responsible for evenly dividing neutral arbitrator fees. Source: SBMA			

### **Advocate Arbitrators**

Arbitrators representing the interests of management or labor are also part of the arbitration process. Appointed by the governor, these arbitrators are members of SBMA. Two of the permanent members of the board represent the interests of management and two of the permanent members represent the interests of labor. Of the current 36 alternate SBMA members, 25 represent the interests of management and 11 represent the interests of labor. The current advocate arbitrators are listed in Appendices F and G.

MERA has no statutory qualifications that municipalities and unions have to follow when selecting arbitrators to represent their party's interests; they may select outside of the SBMA member list of labor and management arbitrators.

## Review Panel of Arbitrators

Table II-2 provides general descriptive information about the 10 arbitrators currently serving on the review panel of neutral arbitrators. Seven of the ten review panel arbitrators are also on the neutral arbitration panel.

MERA review panel arbitrators must be state residents and labor relations arbitrators approved by the American Arbitration Association (instead of simply being members of the association). Additionally, the arbitrators on the review panel may not have been previous members of the first panel that issued the rejected award.

Although not specified in statute or regulations, the original review panel members are selected to serve on the panel by a subcommittee of SBMA. The subcommittee has since disbanded. There is no minimum or maximum number of review panel members and there are no term limits. Should the need to appoint arbitrators to the review panel arise in the future, then a subcommittee of SBMA would be reconvened for this purpose.

<b>Table II-2. Review Panel of MERA Neutral Arbitrators: 2005</b>				
<b>Arbitrator</b>	<b>Location</b>	<b>Years on Panel</b>	<b>Term Expiration</b>	<b>General Background</b>
Peter R. Blum	Hartford	12	When replaced	Attorney
J. Larry Foy	Simsbury	12	When replaced	Attorney
Susan E. Halperin	West Hartford	12	When replaced	Attorney
Rev. Daniel E. Johnson	Wallingford	12	When replaced	Reverend
Susan R. Meredith	New Haven	12	When replaced	Attorney
William Milligan	Torrington	12	When replaced	Retired Manufact. Labor Relations Mgr.
Thomas J. Staley	New Haven	12	When replaced	Attorney
Louis P. Pittoco	Greenwich	12	When replaced	Attorney
Frederick F. Ward	West Hartford	12	When replaced	Attorney
M. Jackson Webber	Hartford	12	When replaced	Attorney
*Arbitrators do not receive compensation from the state for their services. A per-diem rate is established by each arbitrator and parties to the arbitration are responsible for covering arbitrator fees.				
Source: SBMA				

## **Arbitrator Compensation**

No arbitrator, either first or second panel, receives compensation from the state. Each arbitrator establishes a per-diem rate and the costs for the neutral arbitrator are equally divided between the municipal employer and municipal employee parties.

The fees often include hours of service for hearings, study time and report preparation. Fees also include travel, meals, lodging, mailing and photocopying. SBMA does not maintain a current list of MERA arbitrator fees. The State Department of Education maintains this information for TNA arbitrators, and rates are probably comparable, with fees ranging from \$800 to \$1,400 per day, with an average rate of \$1,100 per day.

The municipal employer pays the costs for the management arbitrator and the municipal employee union pays the costs for the labor arbitrator. Arbitrator costs resulting from any review panel arbitrations are incurred by the municipality.

## Chapter Three: Arbitration Awards Analysis

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One purpose of this study was to analyze arbitrators' decisions to determine the degree to which the mandatory binding arbitration criteria outlined in law are considered. This chapter provides a description of the awards and an analysis of their overall format and content. In regard to the statutory criteria, 406 awards were analyzed for their use of the criteria.

An analysis of arbitrator decisions to determine what issues are brought to arbitration and how often awards favored employers or employees is also provided. Factors contributing to increased likelihood of last best offers chosen were also analyzed, with particular attention given to general wage increase (GWI) and health insurance premium cost share (PCS), to address concerns about any bias in the arbitration results.

This chapter also identifies and summarizes some similarities and differences between TNA and MERA, examines the frequency with which binding arbitration is used, and provides an analysis of the use of second review panels – an option established in 1992 in response to concerns about local control over arbitration decisions.

### Description of Awards

To gain an understanding of the binding arbitration process in Connecticut and the various components of arbitration awards, the 406 TNA and MERA arbitration awards issued between 1996 and 2005 were analyzed. A total of 235 MERA arbitration awards and 171 TNA awards were reviewed.

It is important to note that of the TNA awards, 93 (or 54 percent) were “stipulated awards,” meaning the parties entered arbitration, yet settled all their differences before an arbitration panel chose among the parties' last best offers. In those cases, the arbitrator issues a “stipulated award.” Under MERA, “stipulated awards” issued by an arbitrator technically do not exist because Connecticut law treats such settlements as negotiated settlements.<sup>8</sup> The analysis, revealed, however, that eight stipulated arbitration awards were issued under MERA. For purposes of this analysis of actual arbitration awards, stipulated awards are excluded as they don't represent cases where an arbitrator, not the parties, makes a contract item decision.

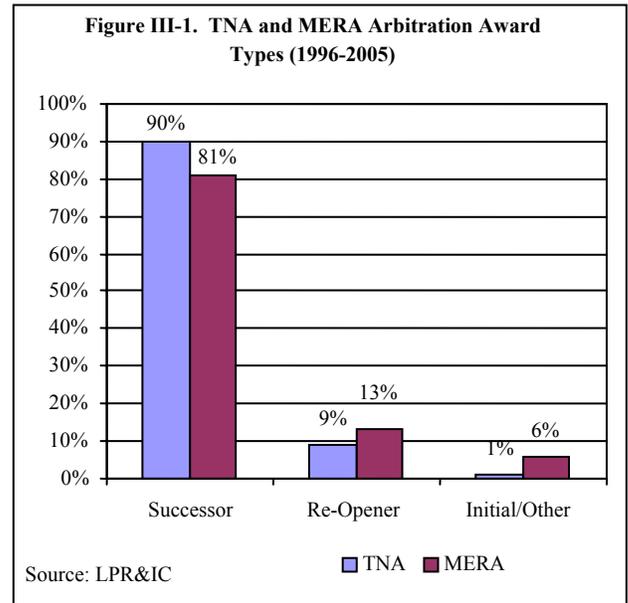
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<sup>8</sup> In 1995, the Connecticut Supreme Court (*IBPO v Jewett City*, 234 Conn 123) ruled that under MERA, a complete stipulation in arbitration is not considered a binding/arbitrated award; it is an agreement derived by the parties and, as such, must be submitted to the local legislative body for consideration.

## Award Types

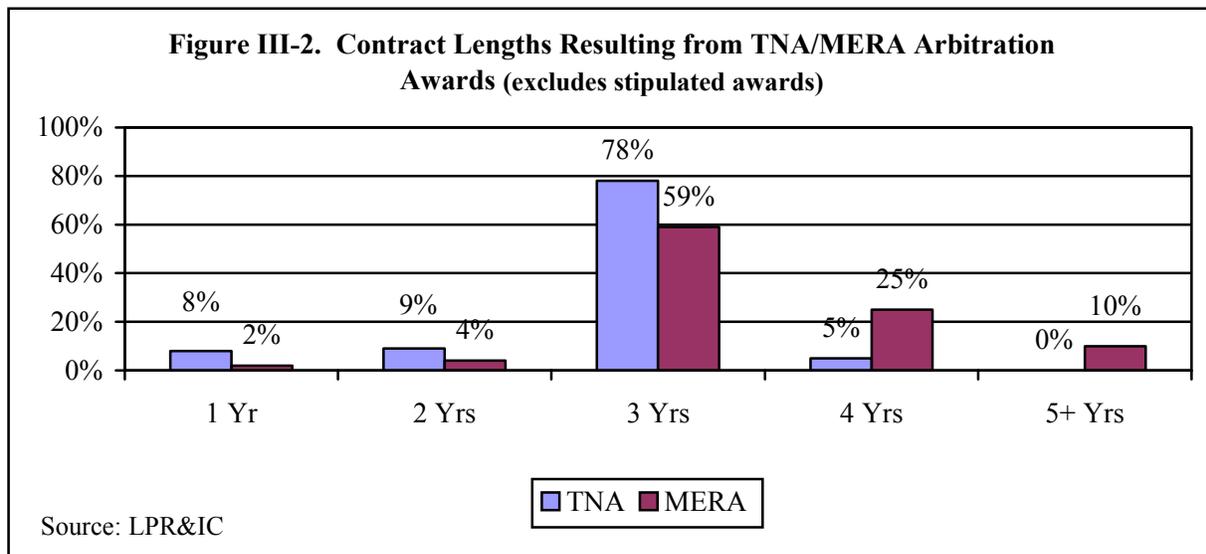
As highlighted in Figure III-1, the awards analyzed primarily included settlements for “successor” contracts. Successor contracts are those contracts already in place but about to expire. Ninety percent of the TNA awards and 81 percent of the MERA awards were for successor contracts.

Awards also included “contract reopeners” (9 percent of the time under TNA and 13 percent for MERA.) Contract reopeners occur when contracts are already in place but the parties have previously agreed to “reopen” negotiations on a particular issue (i.e. wages or health insurance) prior to the contract’s expiration. The remaining awards included arbitrated settlements for initial contracts for new collective bargaining units or contract addenda.



## Contract Terms

Figure III-2 shows the length of contracts settled in arbitration (excluding stipulated awards) averaged three years and ranged from one to eight years. The MERA contracts resulting from arbitration awards tended to cover longer time periods than the TNA award contracts. Also included in the analysis are 34 arbitrations for failed re-opener negotiations; re-openers typically had a duration of one or two years.



## Bargaining Units

Table III-1 shows that 81 percent of the TNA awards involved “teacher” collective bargaining units and the remaining involved “administrators.” Under MERA, a variety of collective bargaining units used binding arbitration for the period analyzed. “Police” accounted for the most frequent single-occupation collective bargaining unit going to arbitration, at 19 percent. Approximately 30 percent of the MERA arbitrations involved split units, in which a union represented more than one occupation.

<b>Table III-1. Arbitration Awards: Collective Bargaining Units (TNA and MERA): FYs 96-05</b>		
<b>Collective Bargaining Unit</b>	<b>Number of Awards (excluding stipulated)</b>	<b>Percent of Awards (rounded)</b>
<b>TNA</b>		
Teachers	63	81%
Administrators	15	19%
<b>Totals</b>	<b>78</b>	<b>100%</b>
<b>MERA</b>		
Police	41	19%
Custodial/Maintenance	19	9%
Paraprofessionals	17	8%
Clerical/Secretarial	16	7%
Fire Fighters	15	7%
Public Works	12	6%
Miscellaneous Single Town Units	28	13%
Other Educational Non-Certified Single and Split Units	20	9%
Other Split Units Negotiating with the Town	46	21%
<b>Totals<sup>a</sup></b>	<b>214</b>	<b>99%</b>
<sup>a</sup> Collective bargaining unit information missing for 13 MERA awards. Source: LPR&IC		

It is important to remember that contract negotiations for certified staff under TNA occur between the local or regional board of education as the “employer” and either the district’s teacher or administrator unit. Employers for MERA negotiations may be: 1) the municipality’s board of education (for non-certified school employees); 2) the town or city; or 3) other entities, such as a housing authority. Thirty-four percent of the MERA arbitrated awards reviewed involved the municipality’s board of education, 60 percent the town or city, and 6 percent some other entity.

## Award Analysis

Analysis of arbitration awards included the overall format of the awards, application of required statutory criteria in arbitrator decisions, and number and type of issues that reached arbitration, including how issues were settled. Additional analyses are provided for general wage increases (GWI) and employee health insurance premium cost share (PCS) because of their

relatively high fiscal impact on municipalities and employees. Second panel arbitration decisions are also analyzed.

### **Overall Format and Content**

A written arbitration award should provide a clear description of the issues, each party's respective position on issues (i.e., last best offer), any findings of fact, arbitrators' decisions, and the rationale arbitrators used to make their decisions on the issues.

The committee makes several observations regarding the format of the arbitration awards it reviewed. Such observations are made with the understanding that arbitrators have their own "style" of writing awards and that there is little in the way of guidance either in state statute or regulation as to the actual format of arbitration awards. As such, the awards reviewed tended to be written in various formats, which is to be expected given multiple arbitrators authored the awards over the years analyzed. There were 11 neutral arbitrators involved in at least one TNA award and 16 neutral arbitrators involved in at least one MERA award. The awards, however, were examined from a qualitative perspective to determine if they were written in a way that identified the: 1) issues brought to arbitration; 2) offers of the parties; 3) basis for arbitrators' decisions; and 4) various criteria required by statute.

The Teacher Negotiation Act requires the neutral arbitrator for each case to issue an award, signed by a majority of the arbitration panel, that states in detail the nature of the decision and disposition of the issues. Awards must also include a narrative explaining the evaluation by the arbitration panel of the evidence presented for each issue and state "with particularity" the basis for each decision and the manner in which the statutory criteria were considered (discussed later in this chapter). MERA is more general in its requirements of awards and notes that "arbitration decisions must state the specific reasons and standards used in making a choice on each unresolved issue." Both acts require decisions to be made according to various criteria outlined in statute (discussed later in this chapter).

Awards also consistently had a cover page identifying the parties to the arbitration, the arbitrators, and the date of the award. They also generally included the arbitrators' rationale for choosing a particular party's offer, as well as addressing the various statutory criteria.

Some arbitrators included a summarization of the issues and last best offers from the parties, typically at the end of the award. This format was very useful as a way to quickly determine the issues and identify which party won a particular issue, especially when awards involved numerous issues and decisions. Other arbitrators gave a comprehensive review of the statutory criteria as they related to the pertinent municipality and collective bargaining unit.

Overall, the committee found the *awards reviewed under both TNA and MERA were relatively consistent in their format*. They were signed by the arbitration panel members, stated the issues under dispute, identified the parties' last best offers for the respective issues, and included the arbitrators' final decisions regarding the last best offers chosen. Arbitrators issuing awards within the period analyzed seemed to have formats that, although not identical, addressed the basic components that awards are expected to address under the state's last best offer, issue-

by-issue system of binding arbitration. One reason for this similarity may be that a relatively small number of arbitrators issued the awards.

The Teacher Negotiation Act requires arbitrators to incorporate into each award “items of agreement the parties have reached prior to its issuance.” The committee found *the TNA awards reviewed included agreed-upon language as part of the individual awards. MERA, on the other hand, does not specifically require arbitrators to incorporate such agreed-upon language as part of an award.* In a number of MERA awards reviewed, reference was made to inclusion of agreed-upon language or making the agreed-upon language in the arbitration statement<sup>9</sup> part of the MERA award, but the awards omitted the language. Further, the State Board of Mediation and Arbitration does not store any existing arbitration statements with the awards. Therefore, to ensure that the MERA awards are complete, the committee recommends:

**1. The Municipal Employee Relations Act shall be amended to require each arbitration award include all agreed-upon language between the parties prior to the issuance of the award. The State Board of Mediation and Arbitration should review awards to assure that agreed-upon language is included.**

**Identical last best offers.** There were instances, particularly under MERA, where the last best offers of the two parties were identical. Identical last best offers occurred 5 percent of the time in MERA general wage increase last best offers, but only in a few instances under TNA. These cases present a challenge to arbitrators because they are required by statute to make a decision on all *unresolved* issues set forth in the arbitration statement. In essence, when parties make identical last best offers, they are in agreement on the issue and there are not two different choices from which arbitrators must select.

The lack of clarity on how to handle identical last best offers is obvious in the diverse ways in which different arbitrators handled such situations. Sometimes arbitrators reported that the language was agreed to between the parties and no longer in dispute and no last best offer was chosen. Other times, arbitrators noted that the parties submitted identical last best offers and then awarded their decision to one or the other party. For example, some MERA awards noted: “We select the town’s LBO simply because it comes first in the ordering of LBOs,” or “The panel has unanimously awarded Issue 27 to the union and 28 to the town based on the fact that both LBOs of the parties on each issue are the same.” Identical last best offers could create problems for second panel reviews, which require arbitrators to examine whether statutory criteria were applied in selecting last best offers, not possible when no actual choice was made. To preserve the integrity of the arbitration decision making process, and to add clarity and consistency to the handling of identical last best offers, the committee recommends:

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<sup>9</sup> An arbitration statement sets forth all agreed upon language filed by the parties with the arbitration panel and provides all unresolved issues. The statement is developed by the panel based on information received from the parties and must be approved by a majority of the panel members. The statement is to be sent to the parties by the arbitration panel within five days after hearing testimony concludes. It is used by parties to fashion LBOs, but is not required by law to be part of the award.

**2. The Municipal Employee Relations Act and the Teacher Negotiation Act shall be amended to clarify when parties make identical last best offers on a previously unresolved issue, the arbitrators should consider the issue resolved, and incorporate the issue resolution into the agreed-upon language portion of the award.**

### **Use of Statutory Criteria**

Arbitration awards were analyzed to determine whether statutory criteria were addressed in the awards. This analysis, however, presented several challenges. Given the number of awards reviewed and the breadth of issues they contained, it was not possible to identify whether the statutory criteria were considered for each issue in the awards. As such, the analysis focused on whether the statutory criteria were applied for issues dealing with general wage increase and employee health insurance premium cost share. Wage increases and health insurance costs are generally considered the primary cost drivers of school and municipal employee contracts and typically given thorough attention in awards when they are issues.

Arbitrators are required to consider seven statutory criteria when choosing among parties' last best offers for issues brought to arbitration. The seven statutory factors include the:

- 1) public interest;
- 2) financial capability of the municipal employer/town(s) in the school district in light of other demands on the financial capability of the municipal employer/town(s) in a school district;
- 3) negotiations between the parties prior to arbitration, including the offers and the range of discussion of the issues;
- 4) interests and welfare of the employee group;
- 5) changes in the cost of living (averaged over the preceding three years under TNA);
- 6) existing conditions of employment of the employee group and those of similar groups; and
- 7) 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 for TNA), and developments in private sector wages and benefits.

According to state law, arbitration panels must consider these criteria when making a choice on each unresolved issue. In this process, arbitrators for both TNA and MERA are required to give priority to the "public interest" and "financial capability of the municipal employer" criteria, while the other five criteria must be considered in light of financial capability.

At times judgment had to be used about whether the statutory criteria were considered in the awards because of the issues presented and the various formats of the awards. For example, some awards used the same rationale/discussion of the statutory criteria for multiple issues (i.e., general wage increase and health insurance premium cost share), yet only referenced the criteria under one issue within the award. Other awards included discussion of the case and the individual statutory criteria as part of a background section typically presented at the beginning of the award and not under any specific issue.

Since awards included various ways of applying the statutory criteria, committee staff identified whether the criteria were referenced as part of the rationale given for selecting a general wage increase or health insurance premium cost share last best offer, or in a summary section found at either the beginning or end of the award. The committee understands it is not practical for arbitrators to address each statutory criterion for each issue in an award, particularly since awards may address dozens of issues (as discussed later). Further, not all criteria apply to every issue. For example, “cost of living” is not a relevant criterion to determining an issue related to a substance abuse policy. There is simply a need, at times, for arbitrators to generalize the discussion within an award as it relates to summarizing the issues and applying the statutory criteria.

Finally, because the review was limited to the arbitration awards themselves, it is not possible to determine with complete certainty how “well” the awards addressed the criteria in response to the evidence presented by the parties or the discussions held by the arbitration panel. The review was restricted to the arbitration awards as neither the State Department of Education nor the State Board of Mediation and Arbitration centrally store any background material such as testimony presented at evidentiary hearings, exhibits submitted by the parties, and post-hearing briefs and reply briefs, due to space limitation. Despite particularity required by statute, there were instances where the reasons for decisions were not fully explained by the arbitrators.

**Arbitrator application of statutory criteria in wage and health insurance issues.** Of the 299 TNA and MERA (non-stipulated) arbitration awards analyzed, general wage increase issues occurred in three-quarters of the awards, and health insurance premium cost share issues occurred in 41 percent of awards. Table III-2 shows the overall percent of times each of the statutory criteria was referenced when the awards involved general wage increase issues for all the TNA and MERA awards reviewed. It is clear from the table that *arbitration awards almost always referenced “financial capability” (a priority criterion) and “comparison with similar groups” when dealing with general wage increase issues. The “public interest” criterion, despite arbitrators having to give it priority when choosing among last best offers, was not referenced for general wage increase issues in roughly one-quarter of the awards where GWI was an issue.*

<b>Table III-2. Percent of Time Statutory Criteria Referenced in Awards: General Wage Increase (TNA and MERA)</b>	
<b>Criteria</b>	<b>Percent of Time Criteria Referenced</b>
Financial capability	98%
Comparison with similar groups	94%
Comparison with labor market	87%
Cost of living	78%
Public interest	71%
Employee welfare	69%
Prior negotiations	66%
N=299	
Source: LPR&IC	

As shown in Table III-2, “financial capability” and “comparison with similar groups” criteria were referenced in almost all the awards reviewed. When the TNA and MERA awards reviewed are compared using the remaining five criteria, however, there are differences as illustrated in Figure III-3. With the exception of the “comparison with the labor market” criterion, TNA awards were more likely to reference “public interest,” “prior negotiations,” “employee welfare,” and “cost of living” criteria than MERA awards for the issue of general wage increase. This occurs despite “public interest” being a priority criterion.

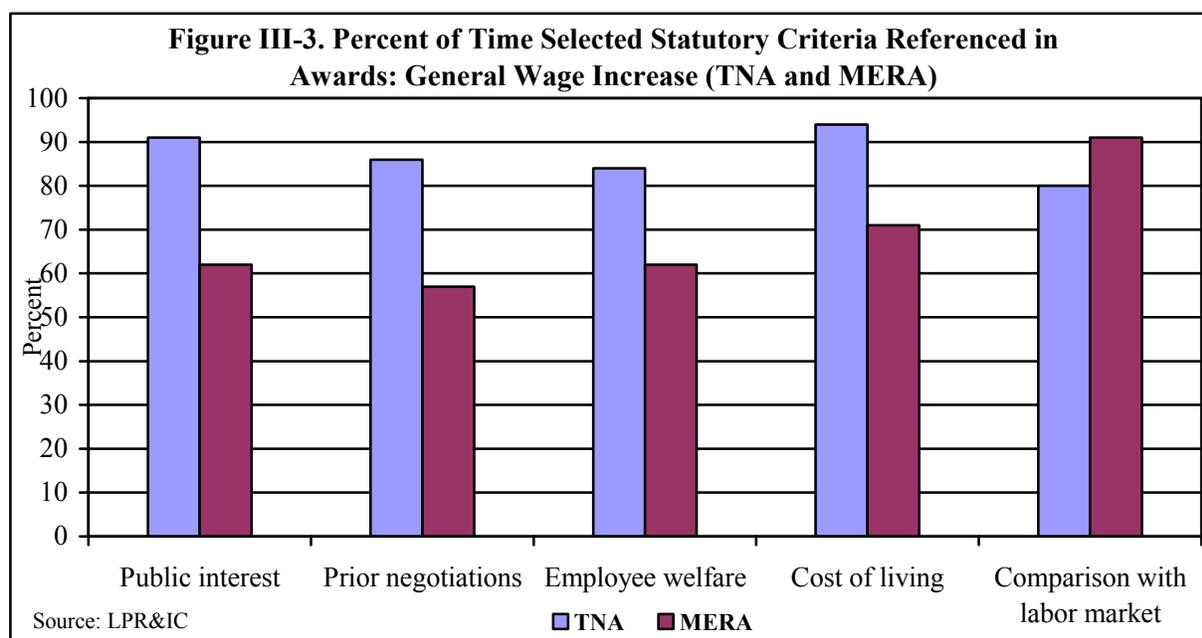
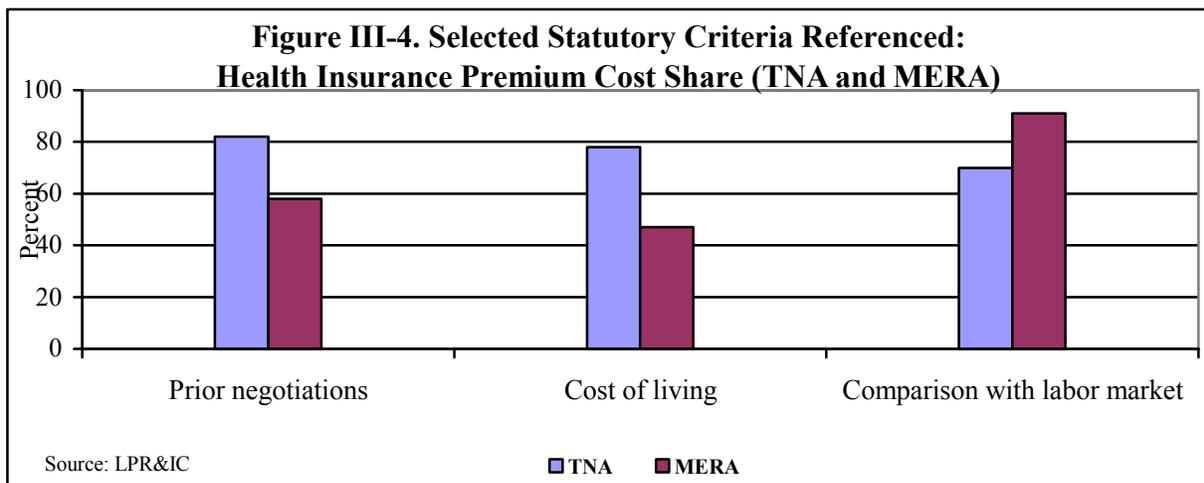


Table III-3 shows how often each statutory criterion was referenced for the issue of health insurance premium cost share for the TNA and MERA awards combined. As the table indicates, the three most frequently referenced criteria were “comparison with similar groups,” “comparison with labor market,” and “financial capability.” The “public interest” criterion was referenced for this issue 62 percent of the time. (It should be mentioned that reference to many of the statutory criteria for the health insurance premium cost share issue in the awards was typically made either in the broader discussion of the issues/findings of fact at the beginning of the awards or when addressing the required criteria within the context of another issue in the award, namely general wage increases.)

<b>Table III-3. Percent of Time Statutory Criteria Referenced in Awards: Health Insurance Premium Cost Share (TNA and MERA Combined)</b>	
<b>Criteria</b>	<b>Percent of Time Criterion Referenced</b>
Comparison with similar groups	88%
Comparison with labor market	87%
Financial capability	86%
Employee welfare	72%
Prior negotiations	63%
Public interest	62%
Cost of living	54%

Source: LPR&IC

Similar to GWI, there were some differences between TNA and MERA arbitration awards in how frequently three criteria were considered, as shown in Figure III-4. TNA arbitrators were more likely to reference “prior negotiations” and “cost of living” criteria, and MERA arbitrators were more likely to reference “comparisons with the labor market” when choosing premium cost share last best offers.



## Findings and Recommendations

The analysis just presented indicates that not all arbitration awards fully referenced the criteria required by statute, including the “public interest” criterion which must be given priority. Although public interest was not specifically referenced in approximately a third of the awards reviewed for either general wage increase or health insurance premium cost share, it may still have been considered as part of the arbitrators’ decision-making process and not included in the award.

The committee also notes that in several awards, “public interest” was viewed as an abstract criterion, and that at least one arbitrator noted that public interest “is inextricably intertwined with financial capability because the public interest of meeting education needs must be viewed within the financial means available to the town.” The analysis, which includes information received from interviews conducted as part of this study, suggests that there is an interconnection between the statutory criteria of “public interest” and “financial capability.” Regardless of any interconnection – either tacit or explicit – both TNA and MERA require that each criterion should be applied in arbitration awards, and therefore the committee recommends:

**3. Arbitration panels (and single arbitrators) should ensure that arbitration awards fully address the required statutory criteria, particularly for issues dealing with general wage increases and health insurance premium cost share. Increased attention should be given to addressing the priority criterion of “public interest.”**

As mentioned, some perceive vagueness in the “public interest” criterion, particularly since it is not defined under TNA or MERA. Through interviews, which included arbitrators, there was general consensus that the vagueness of the criterion was intentional as it provides parties and arbitrators the necessary flexibility to interpret “public interest” in a way that best fits the situation under arbitration. For example, arbitrations pertaining to fire fighters or police employees should consider the public safety interests of the inhabitants of the municipality. In the educational context, arbitrations should consider the overall educational needs of children. Further, there is benefit to leaving the public interest criterion undefined in statute to allow the parties/arbitrators to adapt the criterion to the specific conditions pertaining to a particular case. In general, arbitrators applied public interest in various MERA and TNA awards using such terms as (paraphrased):

- resulting agreements that are fair to all concerned;
- taxpayers getting full value for their tax dollars while the members of the collective bargaining unit are fairly compensated;
- the community being run on a financially sound basis;
- the collective bargaining unit properly serving the town at a cost its citizens can afford;
- making decisions that promote recruitment and retention of employees in the collective bargaining unit including salary levels, and insurance and pension benefits;
- balance between education interests of children and financial capability of town;

- maintenance of an adequate education system designed to meet the needs of the public; and
- a sound, high-quality public educational system; maintaining and enhancing the quality, morale, and participation of teachers; and meeting these objectives within affordable limits given a town’s financial capabilities.

**Budget reserve.** Although not part of the specific criteria arbitrators consider, TNA specifies that in assessing the financial capability of the town or towns, “there shall be an irrebuttable presumption that a budget reserve of five per cent or less is not available for payment of the cost of any item subject to arbitration under this chapter.” The MERA statute does not currently mention exclusion of a portion of a municipality’s budget reserve fund in determining financial capability. An argument could be made that the reserve fund exemption should also apply to MERA because municipalities are responsible for funding both TNA and MERA contracts.

While MERA does not mention excluding any part of a town’s budget reserve, MERA arbitrators referenced it as a factor almost half of the time when choosing general wage increase last best offers, and 28 percent of the time when choosing health insurance premium cost share last best offers. To be consistent with the TNA statute, the committee recommends:

**4. The Municipal Employee Relations Act shall specify that, in assessing the financial capability of the town or towns in arbitration, there shall be an irrebuttable presumption that a budget reserve of five per cent or less is not available for payment of the cost of any item subject to arbitration under this chapter.**

### **Arbitration Issues**

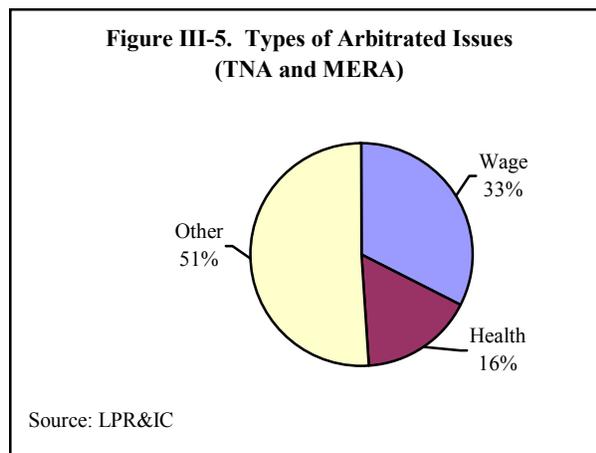
The number of issues settled through binding arbitration provides a rough measure of need for a dispute resolution method—rough because the nature of the issues is not part of the measure. In the awards analyzed, the number of issues ranged from 1 to 82. As highlighted in Table III-4, one in six awards (17 percent) had just one arbitration issue, and half (55 percent) had up to ten issues. Over a quarter of the awards had more than 21 issues. *Overall, the average award had 14 issues, with MERA awards averaging 14 issues per award and TNA awards averaging 12 issues.*

Table III-4. Number of Issues Arbitrated (TNA and MERA)			
Number of Issues	TNA and MERA Combined	TNA Only	MERA Only
One Issue	50 (17%)	11 (14%)	39 (18%)
2-5 Issues	58 (19%)	24 (31%)	34 (15%)
6-10 Issues	58 (19%)	13 (17%)	45 (20%)
11-20 Issues	56 (19%)	14 (18%)	42 (19%)
21-40 Issues	57 (19%)	12 (15%)	45 (20%)
41-82 Issues	20 (7%)	4 (5%)	16 (7%)
TOTAL	299 (100%)	78 (100%)	221 (99%)

Source: LPR&IC

**Issue classification.** As a way of capturing the types of issues resolved through arbitration, all issues were classified as either “wage,” “health insurance,” or “other.” “Wage” issues as a category was broader than general wage increase, and included such areas as stipends, shift differentials and longevity pay. “Health insurance” issues as a category was broader than health insurance premium cost share, and included such factors as the type of health insurance plan, insurance waivers, and health insurance available in retirement. “Other” issues ranged from substance abuse policies and change in work schedule, to staffing levels and funeral leave.

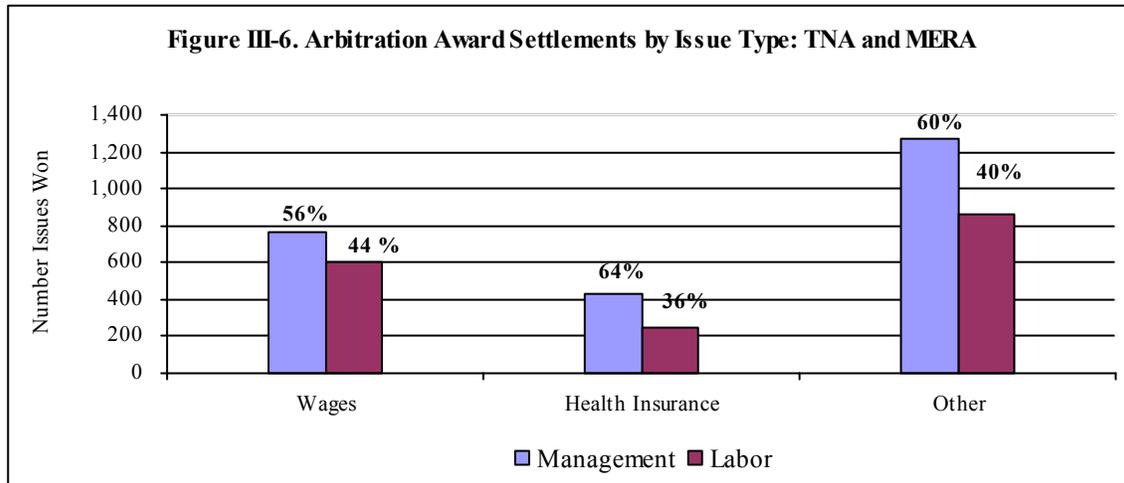
Of the TNA and MERA awards analyzed (excluding stipulated awards), a total of 4,170 issues were reviewed. As shown in Figure III-5, “other” was just over half, followed by “wage” (33 percent) and “health insurance” (16 percent). At least one “wage” issue was found in 83 percent of the arbitration awards, at least one “health insurance” issue in half the awards, and at least one “other” issue in 71 percent of the awards.



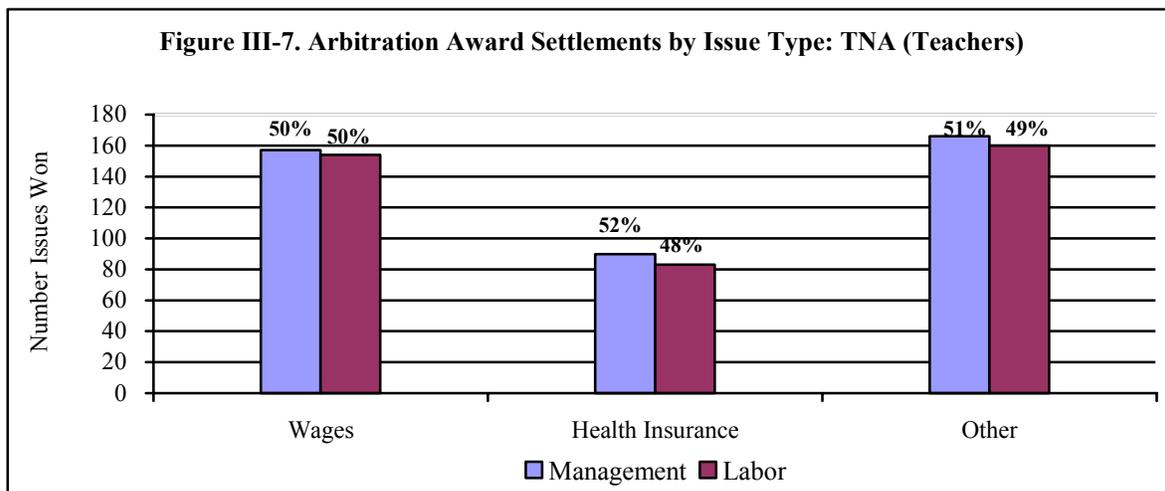
### Last Best Offers Chosen

Figure III-6 shows how arbitration awards (i.e., wins and losses) varied by “wage,” “health insurance,” and “other” issues for the TNA and MERA awards analyzed. The committee found that *overall, when TNA and MERA awards are combined, management’s last best offers were chosen significantly more often than labor’s last best offers for TNA and MERA awards (59 percent vs. 41 percent).*<sup>10</sup> This is mainly due to awards involving MERA, and varies for TNA teacher and administrator awards. Figures III-7 through III-9 break down the analysis of last best offer decisions for TNA and MERA.

<sup>10</sup> These differences are statistically different; that is, the likelihood of these differences being due to chance alone are less than one in one thousand.



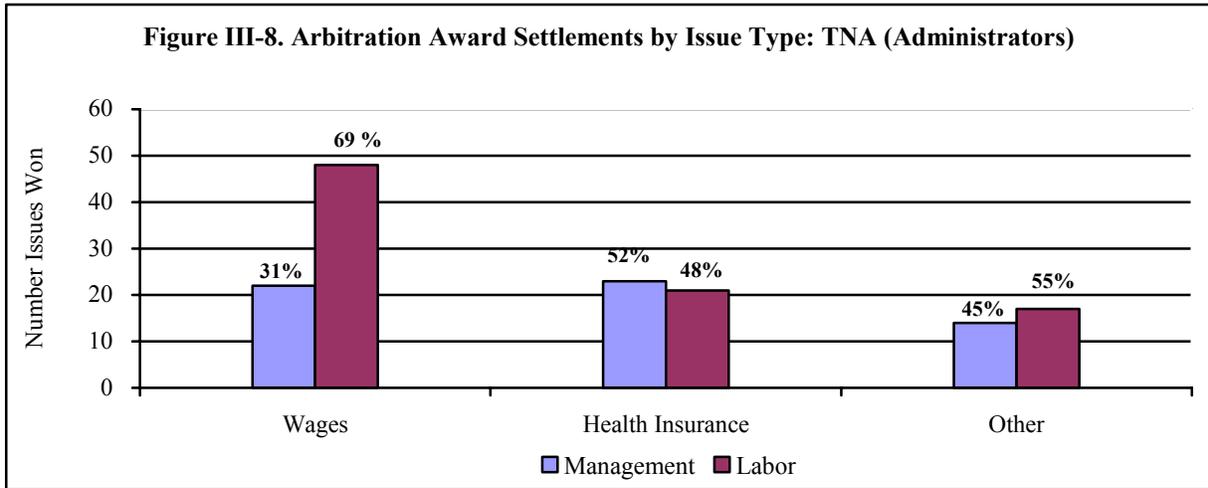
**TNA teacher settlements.** For all issues, *arbitrators chose the last best offers of boards of education 51 percent of the time and teachers' offers 49 percent of the time.* Figure III-7 shows the last best offers chosen for wages, health insurance, and other issues.



Also, arbitrators accepted the last best offers of teachers:

- 58 percent of the time for GWI issues; and
- 59 percent of the time for health insurance premium cost share issues.

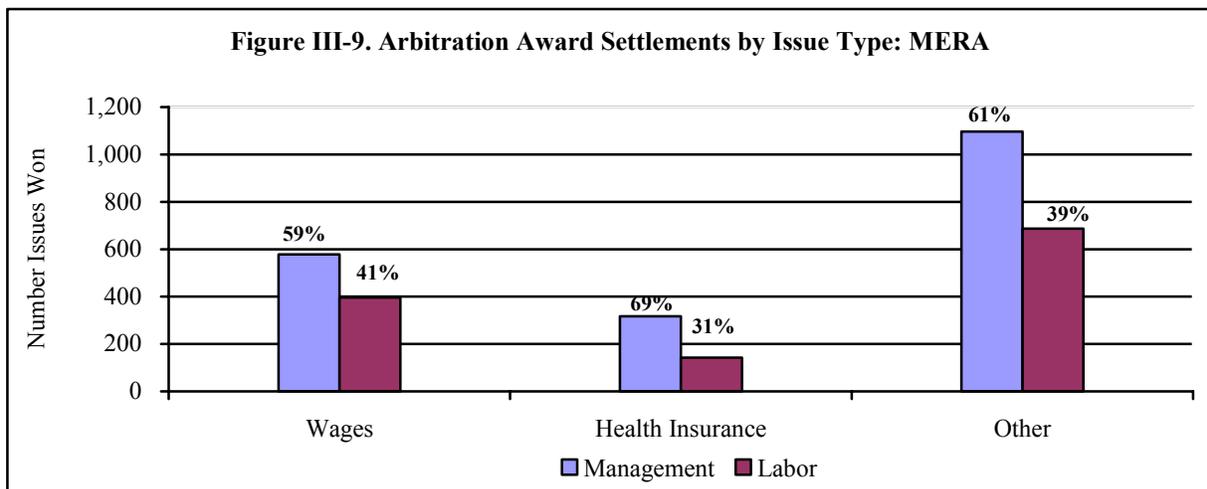
**TNA administrator settlements.** For all issues, *arbitrators accepted administrators' proposals 59 percent of the time and board proposals 41 percent of the time.* Figure III-8 shows the last best offers chosen for wages, health insurance, and other issues.



Also, arbitrators accepted administrator last best offers:

- 78 percent of the time for GWI issues; and
- 62 percent of the time for health insurance premium cost share issues.

**MERA settlements.** For all issues, *arbitrators accepted 62 percent of managements' proposals and 38 percent of labors' proposals.* Figure III-9 shows the last best offers chosen for wages, health insurance, and other issues.



Also, arbitrators accepted labor last best offers:

- 43 percent of the time for GWI issues; and
- 29 percent of the time for health insurance premium cost share issues.

### **Factors Contributing to Increased Likelihood of Last Best Offer Chosen**

The length of negotiations and type of employer have been put forth to the committee as possible factors that influence whether a party's last best offer(s) is more likely to be chosen during binding arbitration. Using the arbitration award data collected for MERA and TNA awards, an examination was made as to whether or not the award data supports such claims. (Note: in some instances general wage and premium cost share data are provided. More detailed analysis of these two areas is provided later in the report.)

**Length of negotiations.** The MERA collective bargaining process has flexibility in the time frames for various collective bargaining steps to occur, including steps within the binding arbitration process itself, in that parties may mutually agree to modify, defer, or waive such time frames. The time from contract expiration to the issuing of the arbitration award as it related to percent of overall last best offers awarded to one party or the other was reviewed. The theory, as described to the committee, is that longer time frames favored the management party.

This analysis was made for MERA arbitrated awards only (excluding stipulated awards), because the time frames under TNA cannot be altered by the parties. The results of the analysis show that *the longer it took from the time the contract expired to the time the arbitration award was issued, was unrelated to the overall percent of issues awarded to a particular side.* In examining the awards where the last best offers of management were chosen at least 75 percent of the time and the awards where the last best offers of labor were chosen at least 75 percent of the time, no difference was found in the length of time taken to conclude the arbitration process. This lack of relationship also occurred in the percent of wage, health insurance, and other issues awarded to a particular side.

*As more time passes in contract negotiations, the average general wage increase tends to be lower.* For example, the average general wage increase for contracts that took less than one year to resolve was 3.01 percent in comparison to the average general wage increase of 2.66 percent for contracts that took more than two years to resolve.

*As more time passes, the average health insurance premium cost share tends to be lower.* For example, the average premium cost share for contracts that took less than one year to resolve was 10.54 percent, while the average premium cost share for contracts that took more than two years to resolve was 3.35 percent.

**Employer.** As mentioned, the “board of education” is the employer for 34 percent of the MERA awards, and the “town” for 60 percent of the awards. Six percent are employed by a municipal housing authority or other entity.

*The type of employer – board of education or town – was unrelated to the overall percent of issues awarded to a particular side.* This lack of relationship also occurred in percent of wage, health insurance, and other issues awarded to a particular side.

There was also no difference in the average general wage increase awarded when the employer was the town or the board of education.

*The average health insurance premium cost share tended to be higher for arbitration awards where the employer was the board of education.* On average, the premium cost share for town employers was 4.38 percent in comparison to 12.24 percent for the board of education employers.

*It was also found that MERA arbitration awards were settled more quickly on average when the employer was the board of education:* 18.7 months for boards of education compared to 24.9 months for towns.

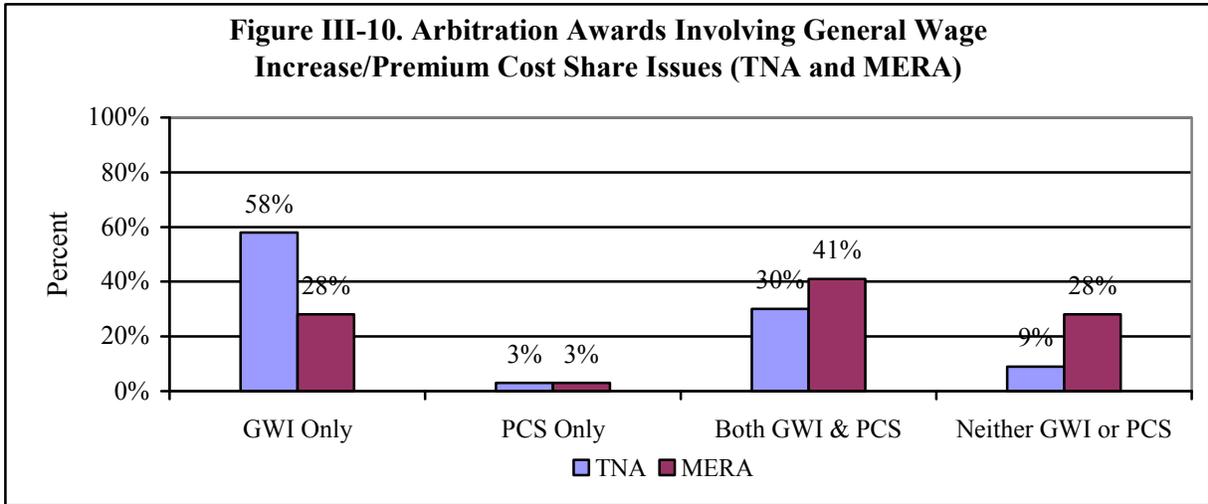
**Teachers vs. administrators.** The 63 teacher awards accounted for 81 percent of the total TNA arbitrated awards (excluding stipulated awards) and the 15 administrator awards accounted for 19 percent of the awards.

*The average general wage increase for administrators (3.70 percent) was higher than the average general wage increase for teachers (2.67 percent) in the arbitration awards examined.* No differences, however, were found in the percent of health insurance or other issues awarded, and the average health insurance premium cost share was similar in teacher and administrator arbitrator awards.

## **General Wage Increases and Health Insurance Premium Cost Share**

As explained earlier, particular attention was paid to general wage increase and premium cost share issues and settlements in the arbitration awards reviewed. Of the 299 non-stipulated TNA and MERA awards analyzed, general wage increase issues occurred in three-quarters of the awards.

Figure III-10 shows that in almost nine out of ten cases (88 percent), general wage increase was an issue for TNA awards. General wage increase, however, was less likely to be an issue for MERA awards (69 percent of the time). Issues related to health insurance premium cost share occurred a third of the time for TNA and 44 percent of the time for MERA awards. More detailed analyses of GWI and PCS now follows.



**General Wage Analysis**

Wage increases, particularly for teachers, generally consist of two components: 1) an increase to an employee’s general wage (i.e., base salary/hourly rate); and 2) movement within the salary schedule based on merit (i.e., step movement/annual increment). Teachers’ salary schedules are typically structured according to a person’s education level and years of experience. Teachers are put into “salary lanes” based on these two factors. Each salary lane generally consists of individual “steps” with different salary amounts per step. (The number of steps per lane varies among school districts.) If step movement is available in a given year, then employees successfully completing a year’s service move up one step within their particular lane. The percentage difference between steps for teachers typically ranges anywhere from 1.5 to 3.0 percent, and is usually less than one percent for administrators. The percentage difference between steps is a negotiable matter between parties. While municipal employees also may have steps, they are generally fewer and tied to a particular position rather than to education level.

Salary schedules also consist of “general wage increases.” A general wage increase is the exact amount each employee’s base salary across the salary schedule will increase in a given year. Analyzing the GWI component allows for an “apples to apples” comparison regarding salary increases across municipalities. Further, in the analysis of arbitration awards, the committee found that there can be vast differences among districts/towns regarding which steps receive annual increments, the percentage difference between steps, and differences within a particular lane. As such, comparison of step/annual increments was not feasible.

It was also not possible to analyze GWIs for each teacher, administrator, or town employee for the awards reviewed. Therefore, the analysis for teachers is based on the GWIs for those teachers with master’s degrees who were at the maximum step within the “master’s lane.” This position on the salary scale is typically referred to as “master’s max.” This salary position was chosen for analysis because according to various sources, including the Connecticut Education Association, the typical teacher in the state has a master’s degree and is at

the maximum step within the master’s degree lane. It further has the advantage of not combining a step increase with a general wage increase because employees at the maximum salary level do not receive step increases. Similar to teachers at the master’s max level, the maximum step for high school principals was used as the basis for administrators’ general wage increases. Percent increases for wages (i.e., general wage increase) for high school principals at the maximum step were collected.

For MERA awards, the general wage increase percent was often given in the award. When it needed to be calculated, a cross-section of the various general wage increases by step level and occupation(s) within a given award was analyzed, with a similar general wage increase percent often given across the board.

Where GWI information from the awards could not be captured based on either straight percentages listed in an award or by calculating GWIs using actual salary amounts, outside information sources were used, as mentioned earlier.

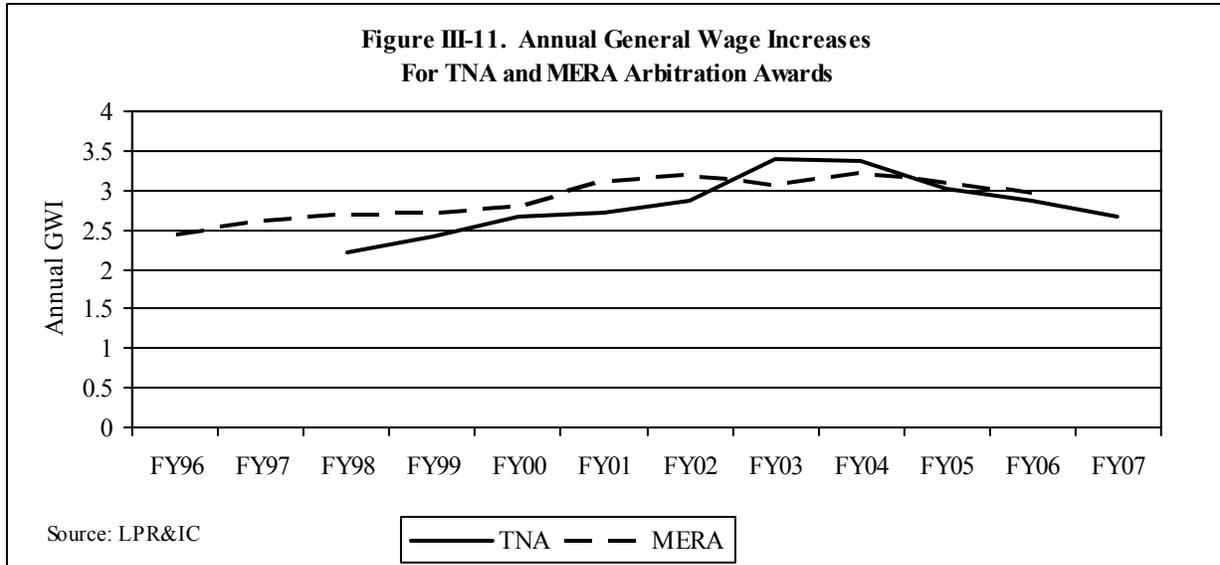
General wage increases for each of the years of an award (up to five years) were gathered and the GWI for each fiscal year included in a given arbitration award was identified. The GWI from second panel awards was used when such instances occurred.

**Difference between GWI last best offers.** On average, management and labor were 0.7 percent to 1.2 percent apart in their GWI last best offers, as shown in Table III-5. The average last best offers between the parties were the furthest apart for the first year GWI. Additionally, the average last best offers of management and labor were slightly further apart under MERA than under TNA.

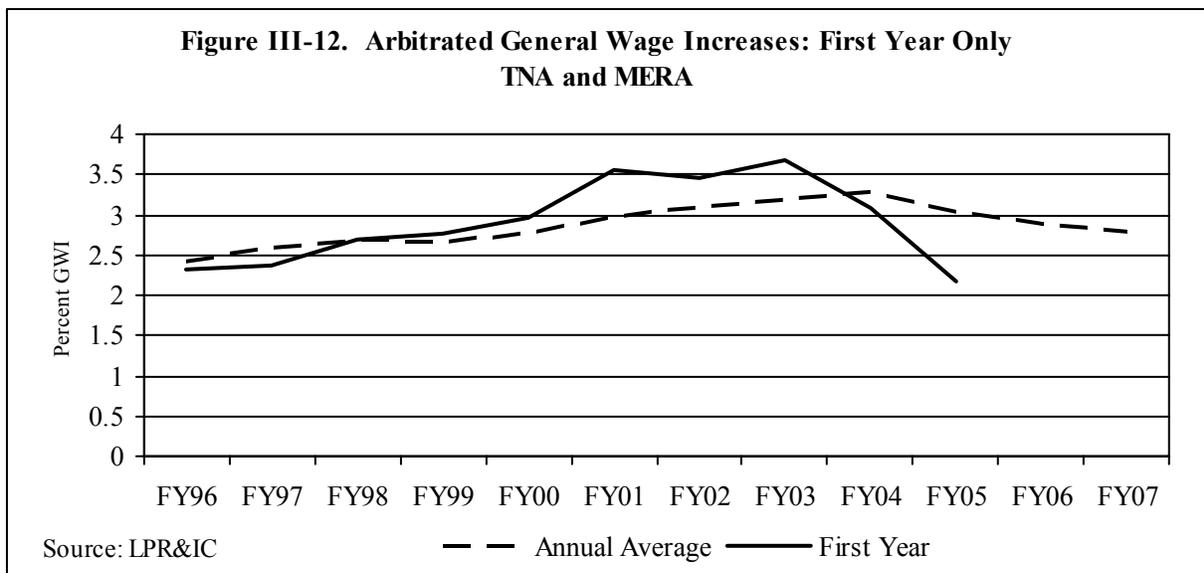
**Table III-5. Average GWI Last Best Offers from Management and Labor: FYs 96-05**

	<b>Average GWI LBO Management</b>	<b>Average GWI LBO Labor</b>	<b>Difference</b>
<b>TNA</b>			
First Year	2.32%	3.23%	0.9%
Second Year	2.49%	3.20%	0.7%
Third Year	2.52%	3.25%	0.7%
<b>MERA</b>			
First Year	2.37%	3.57%	1.2%
Second Year	2.45%	3.34%	0.9%
Third Year	2.56%	3.31%	0.8%
Fourth Year	2.51%	3.33%	0.8%
Source: LPR&IC			

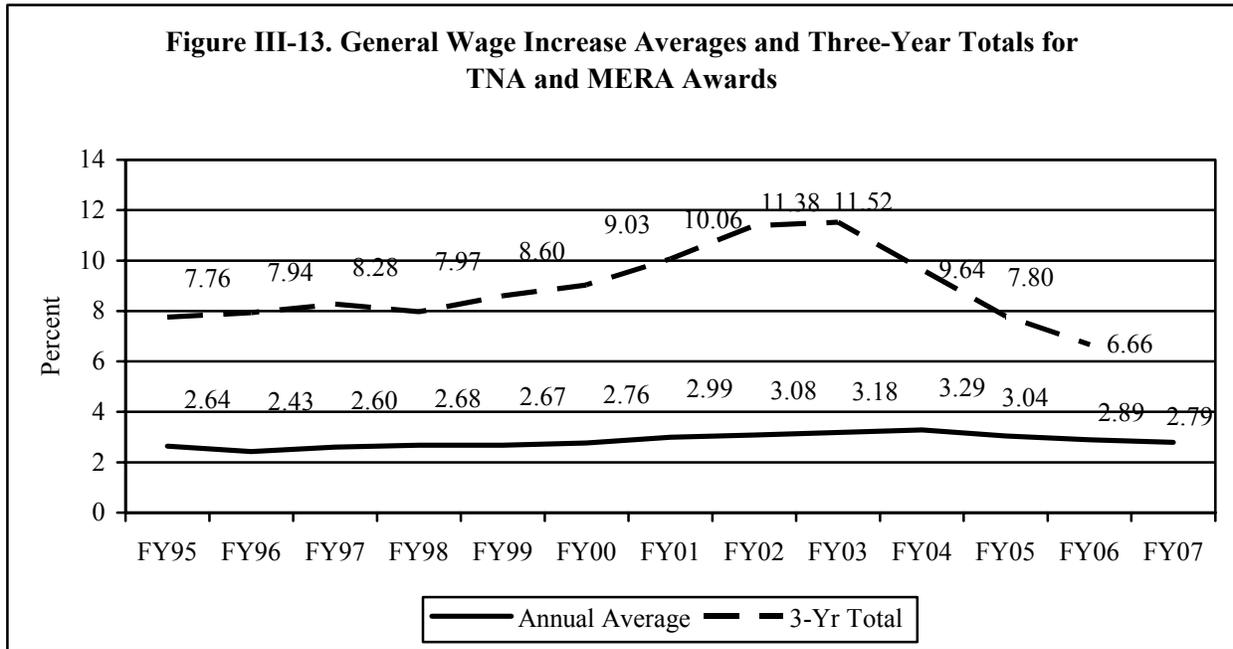
Figure III-11 shows the annual GWIs for TNA and MERA awards, regardless of when the award was issued. General wage increases for awards ranged from an average low of 2.21 percent in FY 98 for TNA to an average high of 3.38 percent in FY 04 for TNA. The subsequent three years suggest a decreasing trend to earlier years.



The changes over time in general wage increases are apparent when the first years of each award are also examined, as illustrated in Figure III-12. Here, general wage increases ranged from an average first year low of 2.17 percent in FY 05 to an average first year high of 3.67 percent in FY 03. The decline in GWI beginning in roughly FY 04 is possibly attributed to the general decline in the state's economy during previous years.



General wage increases are also shown in Figure III-13 as annual averages per year of award, and as three-year total general wage increases (for three-year contracts only). The highest three-year total general wage increase was for contracts that began in FY 03 (11.52 percent) and the smallest in FY 05 (6.66 percent).

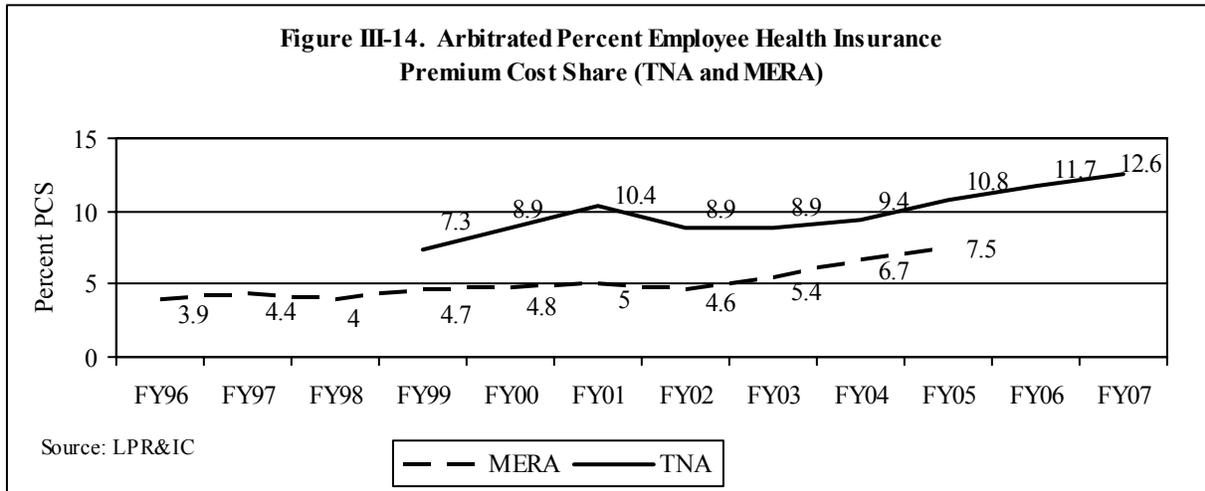


### Health Insurance Premium Cost Share Analysis

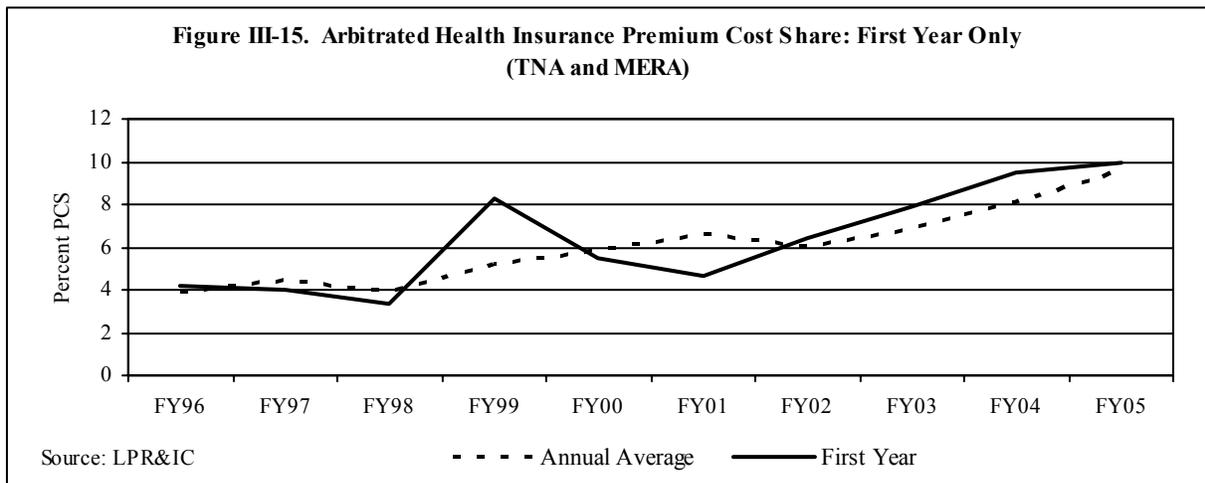
When analyzing health insurance premium cost share, contracts for town employees or teachers/administrators could have several insurance plans for their employees with different premium cost sharing levels depending on the particular plan. Different PCS levels within a single plan could also exist, depending on whether the plan covered only the employee or the employee plus any additional members. Contributions could also be determined based on individual salary percent or date of hire.

Health insurance premium cost share percentages for each of the years of an award, up to five years, was gathered and the PCS rates for each fiscal year included in a given arbitration award were identified. For analysis purposes, only school districts and municipalities that had a single PCS rate for a given year of a contract regardless of how many plans the district/town offered its employees in that year were reviewed. Towns or districts offering multiple plans or rates, an increasingly common occurrence, were excluded from the analysis. Where PCS rates were not available from the awards, outside information sources were used. Overall, PCS rates for 154 of the 299 awards (52 percent) were collected and analyzed.

The analysis in Figure III-14 shows the average PCS levels for TNA and MERA awards (excluding stipulated awards), regardless of when the award was issued. Over the past 10 fiscal years, health insurance premium cost shares ranged from an average low of 3.9 percent in FY 96 for MERA to an average high of 12.6 percent in FY 07 for TNA. Rates have steadily climbed in the past few years, possibly due to the rise in health care costs and more emphasis being placed on employees' overall share of those costs. Employees under TNA also shoulder more of the health insurance premium cost share in comparison to employees under MERA.



The changes over time in health insurance premium cost share are apparent when the first years of each award are also examined, as illustrated in Figure III-15. Here, first year premium cost shares range from an average low of 3.39 percent in FY 98 to an average high of 10 percent in FY 05.



## **Wage and Health Insurance Issues: Relationship**

There is not a statistically significant relationship between the percent of wage issues and health insurance issues awarded to the parties. By knowing which party is awarded a general wage increase, one cannot predict which party is awarded a health insurance premium cost share last best offer. Additional analysis comparing GWI and PCS for arbitrated awards with negotiated/mediated contracts is provided in Chapter Four.

### **Summary of Findings**

- *An average of 14 issues were settled through binding arbitration in the 299 TNA and MERA awards issued between 1996 and 2005. Eight in ten arbitrations included salary issues and about half included health insurance issues.*
- *Overall, when TNA and MERA awards are combined, management's last best offers were chosen significantly more often than labor's.*
- *Regarding general wage increases, arbitrators chose administrators' last best offers 78 percent of the time, while teachers' offers were chosen 58 percent of the time. A different pattern was found under MERA, where management's offers were chosen 57 percent of the time.*
- *Regarding health insurance premium cost share issues, arbitrators chose the last best offers of administrators two-thirds of the time and teachers' offers 59 percent of the time. The last best offers of labor are chosen only 29 percent of the time under MERA.*
- *Overall, there was a gradual rise in general wage increases between FY 96 and peaking in FY 04. Information on general wage increases for the subsequent three years suggests a decreasing trend. Conversely, health insurance premium cost share for employees has been rising steadily since FY 02.*
- *Higher general wage increases are not more likely to occur when there are higher increases to premium cost share for employees. Preliminary analysis also shows that during FYs 05-07, employees will be facing lower general wage increases at a time when their portion of health insurance premium cost share is rising.*

### **Second Panel Decisions**

Arbitration awards, excluding stipulated awards, are subject to review by a municipality's local legislative body. If an award is rejected by at least a two-thirds vote of the body, the decisions of the first panel award must be reviewed by a second arbitration panel consisting of

three neutral arbitrators randomly selected by the education commissioner under TNA and the State Board of Mediation and Arbitration under MERA (a single arbitrator may be used if the parties agree). The second panel was added to both MERA and TNA in 1992 in response to earlier concerns about the lack of a mechanism for municipalities to express their dissatisfaction with arbitration awards.

The second panel arbitrators are limited to reviewing the record considered during the first arbitration process; no new material may be presented during the second review. They are charged with determining whether the last best offer on each arbitrated issue was selected appropriately, in light of the statutory criteria and evidence presented. The municipality is responsible for the costs associated with a second panel review.

Several constituencies interviewed during this study expressed concern that the second panel process was simply a “rubber stamp” of the first panel’s decisions, thus questioning the validity of the second panel process. Each second panel arbitration award under TNA and MERA from 1996 to 2005 was examined to determine: 1) how frequently the second review process was used; 2) which towns used the second panel process; 3) whether the second panel review process conducted under TNA followed the statutory time frames; and 4) and how often first panel decisions were either upheld or overturned.

**Second panel utilization.** Table III-6 shows there were 10 second panel awards under MERA and 10 under TNA (7 teachers and 3 administrators) during the period analyzed. (One MERA arbitration award was missing from the State Board of Mediation and Arbitration files and the remaining nine were examined.) *Relatively few first panel awards are rejected and go to a second review.* Overall, 4.5 percent of MERA awards utilized the second panel review process, while just under 13 percent of the TNA awards went to a second review panel in the 10-year period analyzed. In the most recent four years, however, the number of awards going to second panel review, is even lower: two MERA arbitration awards (three percent) and four TNA awards (ten percent). Further, the distribution of the number of times review panels are used has been fairly consistent since FY 98, occurring only once or twice per year.

Table III-6. Number of Times Review Panel Arbitrations Occurred: FYs 96-05											
Collective Bargaining Unit	Fiscal Year										Total
	'96	'97	'98	'99	'00	'01	'02	'03	'04	'05	
Teachers			2	2	1			1	1		7
Administrators						1	1	1			3
Police	2				1 <sup>a</sup>				1		4
Firefighters	1									1	2
Town Hall	1										1
Custodians		2									2
Paraprofessionals/Lunch Room Personnel		1									1
<b>TOTAL</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>20</b>
<sup>a</sup> Award missing from SBMA files Source: LPR&IC											

**Towns.** Table III-7 highlights which towns utilized the second panel arbitration process. Only two towns – East Hartford and Meriden – had more than one second panel arbitration award during the time period examined. In total, these two towns accounted for one fifth of all second panel awards analyzed.

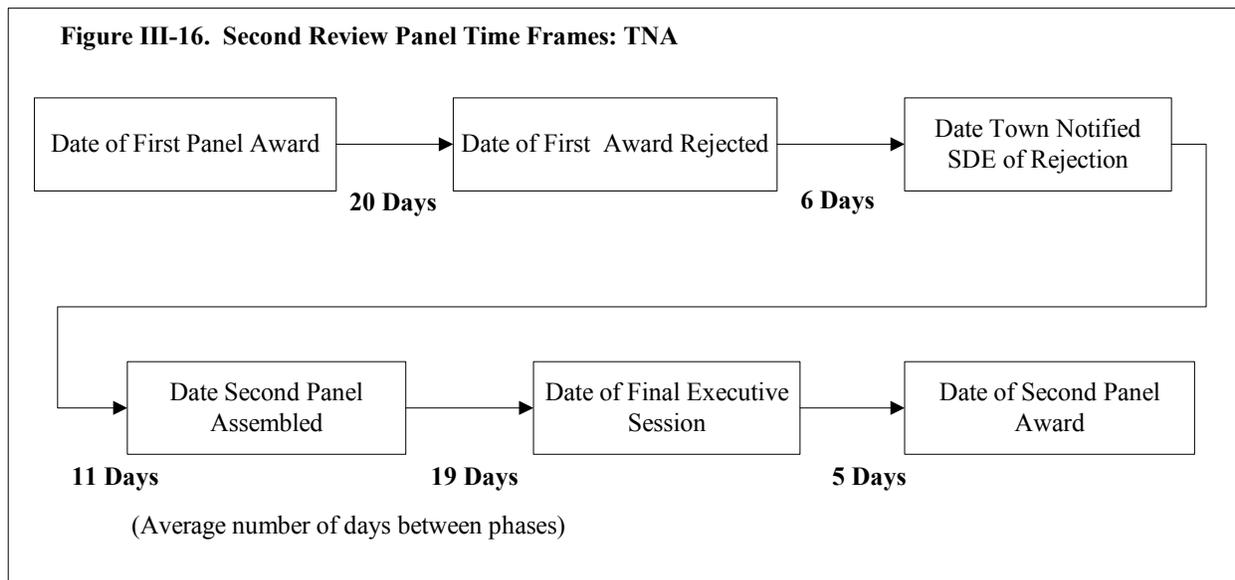
Table III-7. Towns with Review Panel Arbitrations											
Town	Fiscal Year										Total
	'96	'97	'98	'99	'00	'01	'02	'03	'04	'05	
Bristol	M										1
Cromwell	M										1
Cheshire			T								1
Clinton				T							1
East Haddam				T							1
East Hartford							A		M		2
Hamden	M										1
Manchester		M									1
Meriden		M				A					2
Milford									T		1
New Britain					M <sup>a</sup>						1
Naugatuck					T						1
Stamford								A			1
Stratford		M									1
Watertown								T			1
Wethersfield			T								1
Wilton	M										1
Windham										M	1
<b>TOTALS</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>20</b>
T=TNA Teacher Award; A=TNA Administrator Award; M=MERA Award											
<sup>a</sup> Award missing from SBMA files											
Source: LPR&IC											

**Processing time.** State law requires certain parts of the second panel review process to occur within specific time frames. The following time frames must be followed for the second panel review process under TNA (a comparable process with the same time frames exists under MERA):

- 1) local vote to reject must occur within 25 days after receipt of the first arbitration award;
- 2) town must notify the respective union and the education commissioner of the local vote and reasons for rejection within 10 days following the vote to reject;
- 3) union must submit (and the education board may submit) a written response regarding the rejection to the local legislative body and the education commissioner within 10 days after receipt of the town's notice of rejection;

- 4) commissioner must select the review panel within 10 days after being notified of the local vote to reject the first award;
- 5) second panel’s review must be completed within 20 days after panel is appointed by commissioner; and
- 6) final decision by review panel must be made in writing and filed with the parties within 5 days of completion of the review.

Information was obtained from the second panel TNA awards regarding the number of days between various phases of the process, although not all the awards contained relevant information. Comparable information for MERA awards was not available from the awards reviewed. Where information was available in the TNA awards, the average number of days between the various phases of the second panel process were calculated, as shown in Figure III-16.



The figure shows the review panel process occurred within the required time frames. As such, the committee finds *the TNA second panel review process, as administered by the education department, is conducted in accordance with statutory time frames.*

The overall time between first and second panel TNA awards was also calculated, which varied from 50 to 70 days, with an average of 63 days. Similar analysis for MERA awards shows the time varied from two months to three years, with half the awards under 90 days. As mentioned, the parties under MERA have the statutory ability to waive arbitration time frames, including second panel requirements, which explains the differences in time frames between MERA and TNA.

**Comparison with first panel awards.** The overall settlement outcomes of second panel awards and how frequently second panel arbitrators reversed the decisions of first panel arbitrators were analyzed. Table III-8 shows that second panel arbitrators reversed a total of 9 percent of the issues decided under first arbitrations. *This indicates that second panel reviews do not always uphold decisions reached by first panel arbitrators.* The low percentage of decisions that are reversed, however, suggests that in a high percentage of cases the first arbitration panel correctly applied the statutory criteria in arriving at their decisions.

<b>Table III-8. Second Review Panel Outcomes</b>				
<b>Town/Collective Bargaining Unit/FY of Second Award</b>	<b>MERA or TNA</b>	<b>Total Issues</b>	<b>Reversed</b>	<b>Percent Reversed</b>
Bristol Firefighters (FY 96)	MERA	8	1	12%
Cheshire Teachers (FY 98)	TNA	5	0	0%
Clinton Teachers (FY 99)	TNA	11	2	18%
Cromwell Police (FY 96)	MERA	22	1	4%
East Haddam Teachers (FY 99)	TNA	1	0	0%
East Hartford Administrators (FY 02)	TNA	3	3	100%
East Hartford Police (FY 04)	MERA	1	0	0%
Hamden Police(FY 96)	MERA	2	0	0%
Manchester Custodians (BOE/FY 97)	MERA	27	1	4%
Meriden Administrators (FY 01)	TNA	2	0	0%
Meriden Custodians (BOE/FY 97)	MERA	10	0	0%
Milford Teachers (FY 04)	TNA	2	0	0%
Naugatuck Teachers (FY 00)	TNA	1	0	0%
Stamford Administrators (FY 03)	TNA	13	0	0%
Stratford Paraprofessionals/ Lunch Room Personnel (BOE/FY 97)	MERA	5	2	40%
Watertown Teachers (FY 03)	TNA	27	1	4%
Wethersfield Teachers (FY 98)	TNA	32	4	13%
Wilton Town Hall (FY 96)	MERA	6	1	17%
Windham Firefighters (FY 05)	MERA	2 <sup>a</sup>	0	0%
<b>TOTALS</b>	10 TNA; 9 MERA	179	16	9%
<sup>a</sup> First award included 2 issues, but second award only reviewed one issue. Source: LPR&IC				

Finally, Table III-9 identifies the types and proponent of issues that were reversed by second panel arbitrators. The last best offer of management was selected in 10 of the 15 issues that were reversed. Note that the arbitration awards that went to second panels favored labor in the last best offers selected, choosing two-thirds of labor's offers overall.

<b>Table III-9. MERA and TNA Second Review Panel Reversals</b>				
<b>Town (collective bargaining unit, FY of second award)</b>	<b>Total Issues</b>	<b>Number Reversed (%)</b>	<b>Party Awarded Issue</b>	<b>Issue(s)</b>
Bristol (Firefighters, FY 96)	8	1 (12%)	Labor	Health insurance PCS
Cromwell (Police, FY 96)	22	1 (4%)	Management	Sick time (retirement)
Manchester (BOE Custodians, FY 97)	27	1 (4%)	Management	Perfect attendance benefit
Stratford (BOE Paraprofessionals, Lunch Room Personnel, FY 97)	5	2 (40%)	Both to Management	Health insurance PCS, and job descriptions
Wilton (Town Hall, FY 96)	6	1 (17%)	Management	GWJ
Clinton (Teachers FY 99)	11	2 (18%)	Management	Other
Wethersfield (Teachers FY 98)	29	3 (10%)	Labor	Health Insurance PCS
East Hartford (Teachers FY 02)	3	3 (100%)	2 Management 1 Labor	Wages
Watertown (Teachers FY 03)	27	1 (4%)	Management	Wages
Source: LPR&IC				

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# Chapter Four: Comparative Settlement and Fiscal Analysis

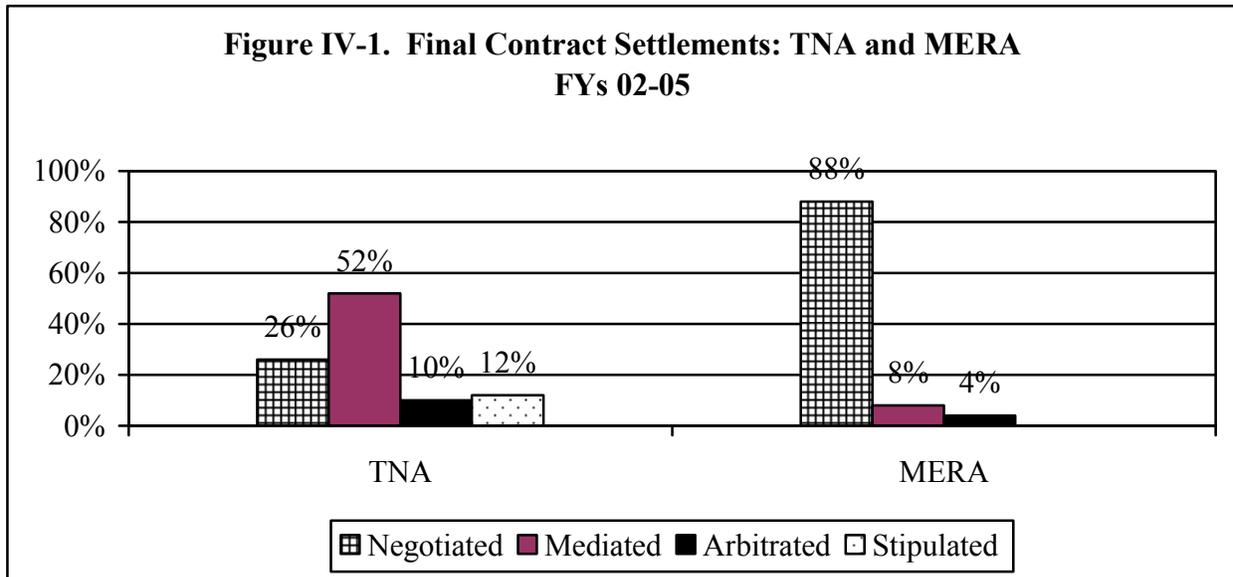
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The program review committee requested a comparison of how often binding arbitration is used in relation to other types of contract settlement methods, namely negotiation and mediation. The committee also wanted to know what, if any, fiscal implications binding arbitration has on municipalities. This chapter provides such analyses.

## Settlement Method

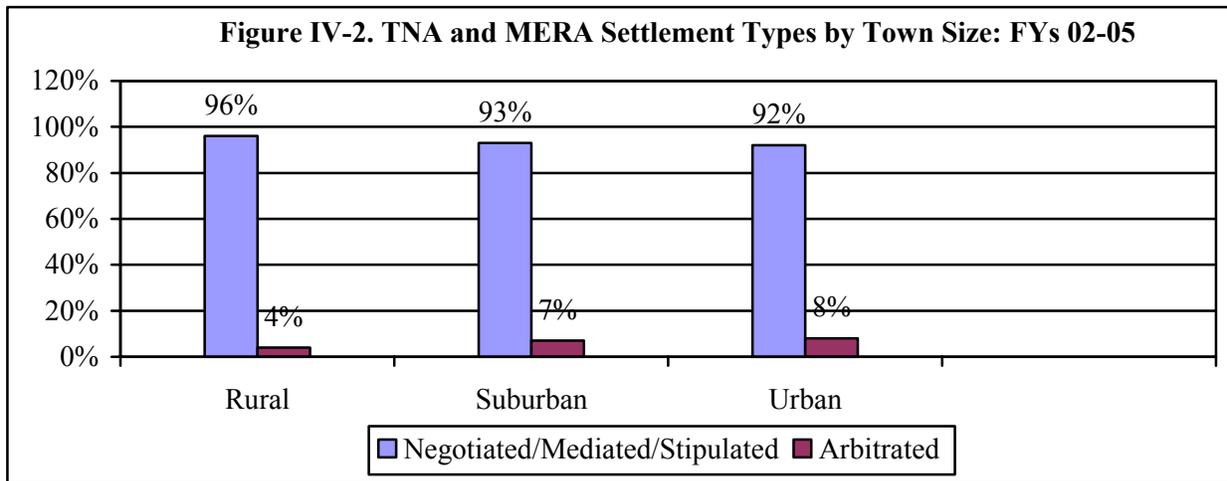
Focusing analysis on only arbitration awards, as presented in Chapter Three, does not provide the full context of how awards compare with contracts settled through negotiation or mediation. For comparative purposes, *all* contract settlements occurring between FYs 02-05 were compared, including negotiated and mediated agreements, stipulated awards, and arbitrated awards. Also included in the analysis is an examination of several factors that may increase the likelihood of using binding arbitration, such as town size, history of negotiations, the number of contracts negotiated simultaneously, and type of collective bargaining unit.

A total of 1,723 TNA and MERA contracts and awards settled during FYs 02-05 were analyzed. The methods used to settle the contracts are shown in Figure IV-1. Overall, *half the TNA contracts were settled through mediation, and nearly nine in ten MERA contracts were settled through negotiation.* When negotiated and mediated settlements are combined, the distinction between TNA and MERA becomes more apparent, with 96 percent of MERA and 78 percent of TNA contracts settled using those two methods. (Note that the number of mediated settlements under MERA may be low because settlements using independent mediators are not recorded anywhere.)

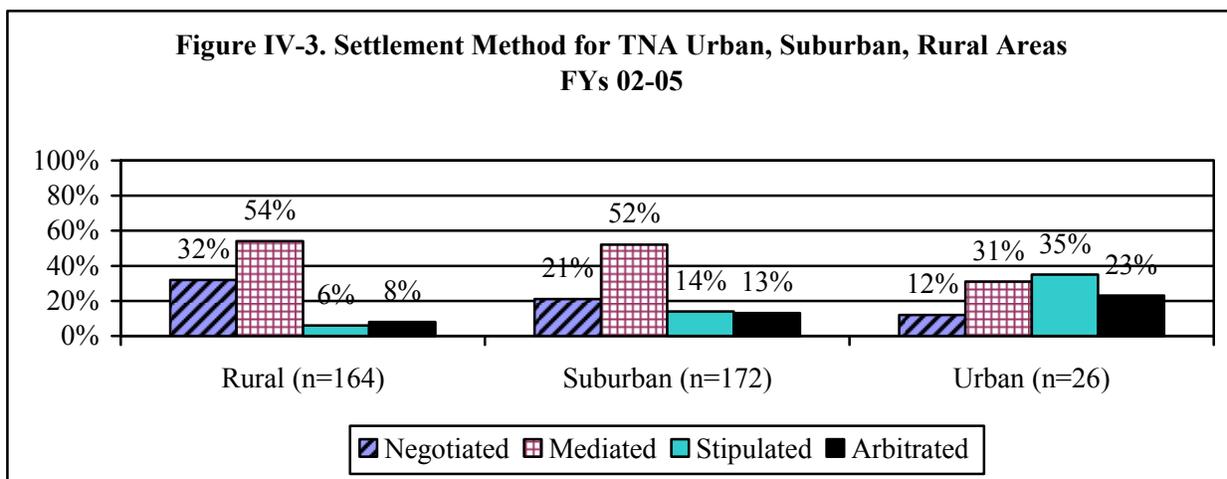


## Municipality Size

The committee wanted to determine whether towns had a greater propensity to use arbitration based on town size. To determine this, the state’s 169 towns and cities were classified as “urban,” “suburban,” or “rural” based on their population density.<sup>11</sup> Negotiated, mediated and stipulated settlements were combined for this analysis. Figure IV-2 shows that *suburbs and cities are more likely, and rural towns less likely, to go to binding arbitration.*



**TNA settlements.** *The likelihood of arbitration awards in urban areas is even greater under TNA, where almost one-quarter of contracts are settled in arbitration (Figure IV-3). The state’s most populated municipalities used arbitration awards to settle their TNA contracts almost three times as often as the state’s smaller towns. Further, over half the contracts in urban areas are concluded by issuance of either an arbitration or “stipulated” arbitration award.*



<sup>11</sup> Based on the number of persons per square mile, “rural” was defined as less than 500 persons per square mile, “suburban” as 500-3,000 persons per square mile, and “urban” as over 3,000 persons per square mile.

## Multiple Failed Negotiations

The program review committee examined whether particular towns had multiple failed contract negotiations that resulted in binding arbitration. Table IV-1 shows the number of arbitrations (excluding stipulated awards) between FYs 02-05 in relation to all contracts settled in individual municipalities during that same time period. The municipalities chosen for the table are towns or cities that had experienced at least five arbitrations during the past decade. (Note that many of the Wallingford arbitrations were in response to the introduction of time off for the Martin Luther King Day holiday.)

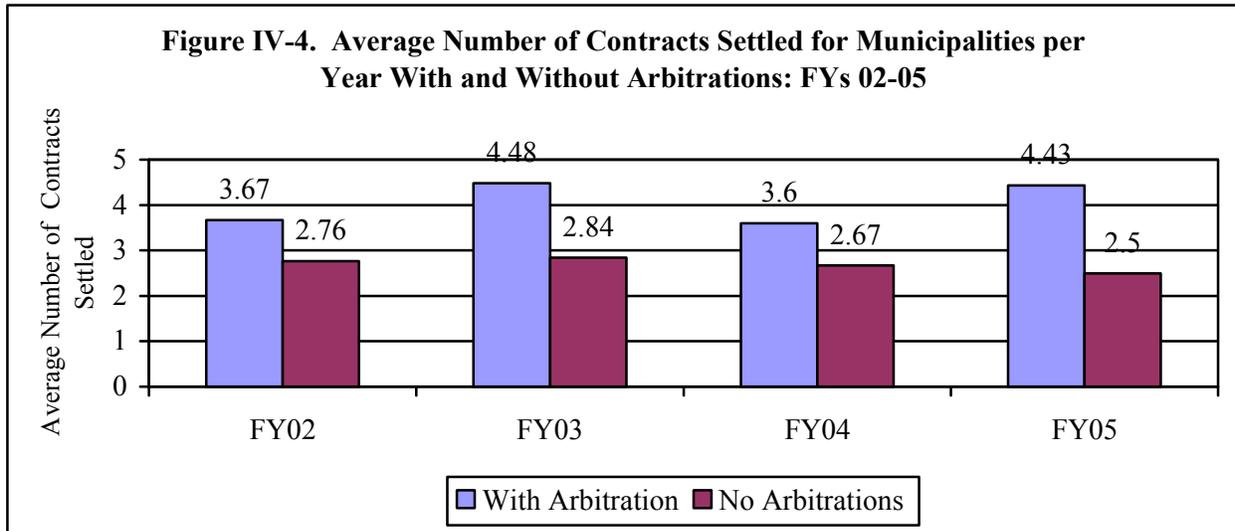
<b>Table IV-1. Percent of Contracts Settled by Arbitration by Town: FYs 02-05</b>			
<b>Municipality<sup>a</sup></b>	<b>Total Contracts Settled FYs 02-05</b>	<b>Total Arbitrations FYs 02-05</b>	<b>Percent Contracts Settled by Arbitration FYs 02-05</b>
Wallingford	20	7	35%
Watertown	13	3	23%
Southington	19	4	21%
East Hartford	16	3	19%
Hartford	25	4	16%
Milford	20	3	15%
Stratford	14	2	14%
Greenwich	15	2	13%
Meriden	25	3	12%
Windham	11	2	11%
Hamden	11	1	9%
Torrington	11	1	9%
Manchester	19	1	5%
New Haven	24	1	4%
<sup>a</sup> The municipalities chosen for the table are towns or cities that had experienced at least five arbitrations during the past decade.			
Source: LPR&IC			

In general, as the previous analysis shows, rural towns are less likely to go to arbitration. However, as Table IV-1 shows, *there are particular municipalities, regardless of size and wealth, which tended to resolve a greater percentage of their contracts in arbitration.*

## Contracts Negotiated Simultaneously

The committee examined whether towns with at least one arbitration award tended to have more contracts being negotiated simultaneously, as determined by the number of contracts settled in the fiscal year. This would possibly indicate that towns undergoing multiple contract negotiations during a particular period are more likely to use binding arbitration than those with fewer contracts negotiated simultaneously.

Figure IV-4 shows towns that used binding arbitration, on average, were negotiating more contracts at the same time than towns that did not use binding arbitration (for towns where there was at least one arbitration award and a minimum of at least one contract being settled that fiscal year). *There is a greater likelihood that a municipality will have at least one arbitration award as the number of contracts being negotiated simultaneously increases.*



### Collective Bargaining Unit

Under TNA, collective bargaining units include either “teachers” or “administrators.” These employees have education-related certifications and bargain with their respective boards of education as their “employer.” Each local/regional school district has only one bargaining unit for teachers and one for administrators.

Under MERA, there are many different collective bargaining units, including 223 units that are excluded from this analysis because they did not negotiate a contract during FYs 02-05 or because they had missing contract information. MERA employees have different “employers” depending on their occupation. MERA “employers” may include: 1) the municipality’s board of education (for non-certified school employees); 2) the town or city; or 3) other entities, such as a housing authority. (Forty percent of the MERA contracts/awards analyzed involved the municipality’s board of education, 54 percent the town or city, and 6 percent some other entity.)

Table IV-2 shows the total number of contracts settled during FYs 02-05 for particular collective bargaining units, and the relative percent that were arbitrated. While excluded from the number of arbitrated awards, stipulated awards are included in the number of contracts/awards. *Under TNA, teachers are more likely than administrators to use arbitration to settle their contracts, while under MERA, police, fire fighters, and water/sewer/utility workers are more likely to do so.*

<b>Table IV-2. Contract Settlement Information by Collective Bargaining Unit (TNA and MERA): FYs 02-05</b>		
<b>Collective Bargaining Unit</b>	<b>Number of Contracts/Awards</b>	<b>Number of Arbitration Awards for the Collective Bargaining Unit</b>
TNA		
Teachers	234 (57%)	35 (15%)
Administrators	176 (43%)	7 (4%)
<b>Totals</b>	<b>410</b>	<b>42 (10%)</b>
MERA		
Public Works	116 (9%)	2 (2%)
Clerical/Secretarial	116 (9%)	3 (2%)
Custodial/Maintenance	118 (9%)	3 (2%)
Police	107 (8%)	16 (15%)
Administration/Management/Supervisors	92 (7%)	6 (6%)
School Paraprofessionals	88 (7%)	4 (4%)
Fire Fighters	68 (5%)	7 (10%)
Water, Sewer, Utility Workers	26 (2%)	4 (15%)
Miscellaneous Single Town Units	240 (18%)	8 (3%)
Other Educational Non-Certified Single and Split Units	183 (14%)	1 (0%)
Other Split Units Negotiating with the Town	159 (12%)	3 (2%)
<b>Totals</b>	<b>1,313</b>	<b>57 (4%)</b>
Source of data: SBMA, Connecticut Conference of Municipalities, Connecticut Association of Boards of Education, Shipman & Goodwin, LLP, AFSCME Council 4, AFSCME Council 15, Uniformed Professional Fire Fighters Association of Connecticut, and LPR&IC		

There are approximately 1,348 MERA collective bargaining units, as shown in Appendix H. Of interest, Table IV-2 shows the most numerous MERA collective bargaining units are: public works, clerical, and custodial personnel; police; administrators/supervisors; and school paraprofessionals. Approximately one in 10 of the MERA collective bargaining units that negotiate with the town are “split units,” in which a union represents more than one occupation. Over two-thirds of the units that negotiate with the board of education are also split units (69 percent). Note that a town’s collective bargaining unit could be included more than once if there were multiple contracts or awards during FYs 02-05. The single occupation collective bargaining units are more likely to go to binding arbitration (6.5 percent) than the split units (1.1 percent).

### **Summary of Findings**

- *A total of 410 TNA and 1,313 MERA contracts and awards settled during FYs 02-05 were examined. Nearly nine in ten of the MERA contracts are settled in negotiation, but mediation is the more dominant settlement method under TNA. Arbitration occurs two-and-a-half times more often under TNA than MERA (10 percent vs. 4 percent).*
- *Municipalities with more contracts being negotiated simultaneously are more likely to have at least one arbitration in a given fiscal year. There are particular municipalities, regardless of size and wealth, which tend to settle a greater percentage of their contracts*

*in arbitration. In general, however, cities, and to a lesser extent suburbs, are more likely to go to arbitration than rural towns. Cities and suburbs are also more likely to have stipulated awards than rural towns.*

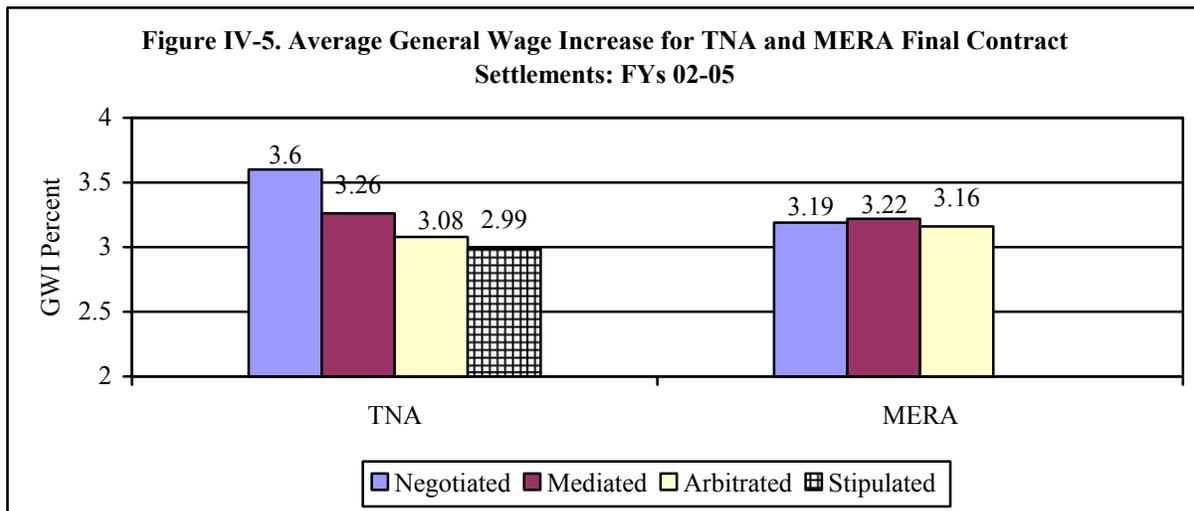
- *There were 1,348 MERA collective bargaining units identified throughout Connecticut. During the past four years, police, fire fighters and water/sewer/utility collective bargaining units have had a greater percentage of their contracts settled in arbitration than others, such as public works and clerical units. Under TNA, teachers are almost four times as likely to settle in arbitration as are administrators.*

## Comparative Fiscal Analysis

Information is provided below on trends in average general wage increases for TNA and MERA combined, as well as separately. An examination of whether binding arbitration is increasing municipal costs, as well as the general fiscal impact of collective bargaining overall on municipalities, is also provided. The relationship between arbitration awards and the consumer price index is assessed, as is the actual cost to a town to complete the process of binding arbitration.

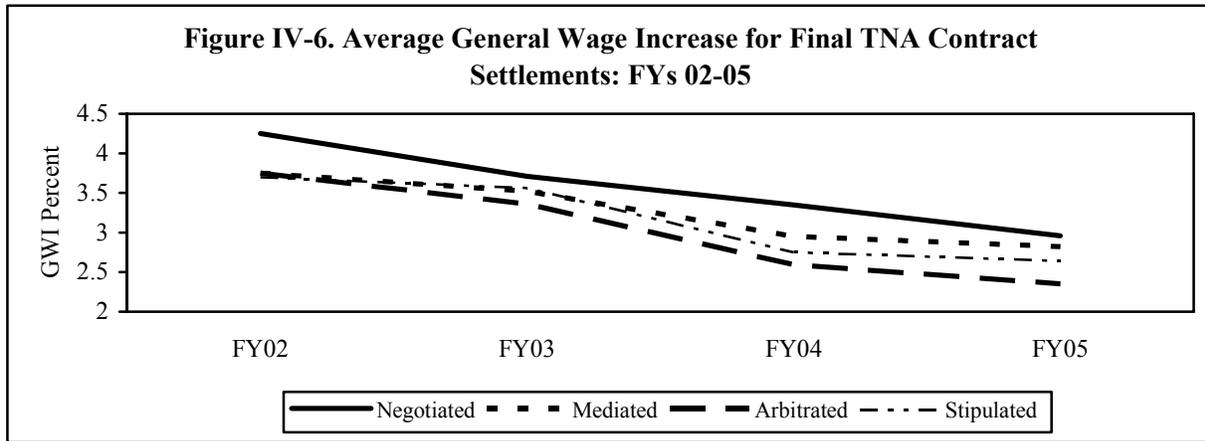
### Average General Wage Increase

Figure IV-5 shows the average general wage increase for TNA and MERA contracts settled during FYs 02-05. *The contracts negotiated under TNA have statistically significant larger general wage increases than TNA arbitrated awards. TNA mediated contracts, which are the majority of TNA settlements, are neither significantly larger than arbitration awards, nor smaller than negotiated contracts. The MERA contracts have similar general wage increases, regardless of settlement method.*

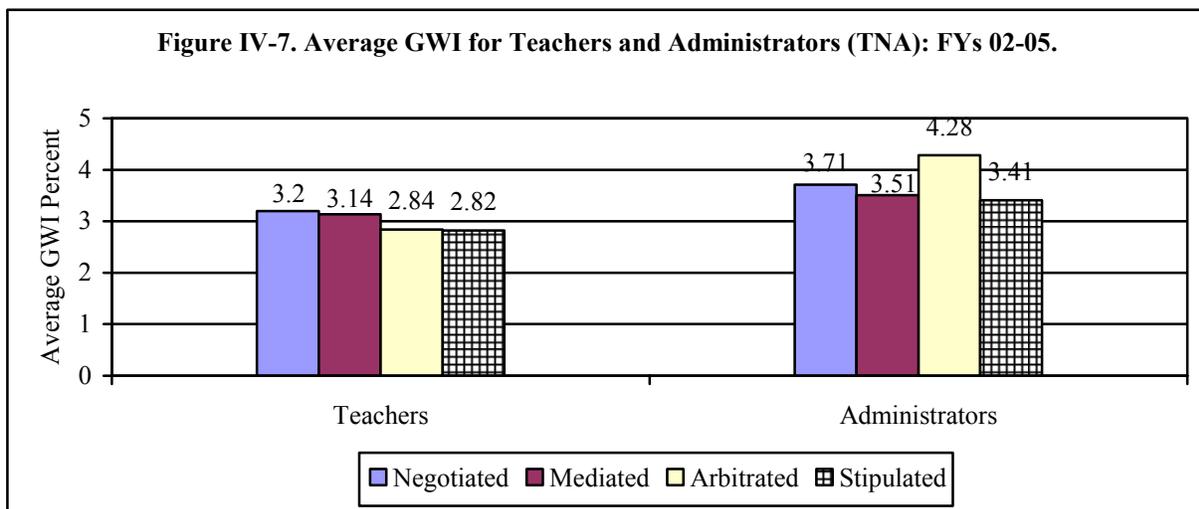


Using general wage increase as one indicator of the cost of a contract, the committee finding suggests that *arbitrated awards are no more likely to be negatively impacting a municipality's financial condition than a negotiated or mediated settlement.*

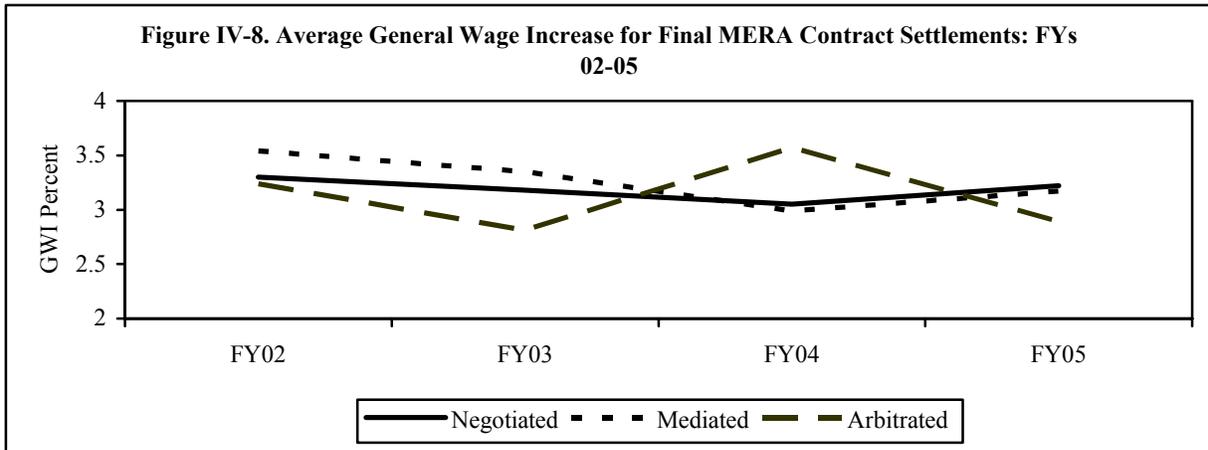
**TNA average general wage increases.** Figure IV-6 shows the average general wage increase for the TNA contracts during the most recent four fiscal years. The negotiated settlements tend to be larger than the mediated and arbitrated awards. Regardless of settlement method, the average general wage increase has been declining over the past four years.



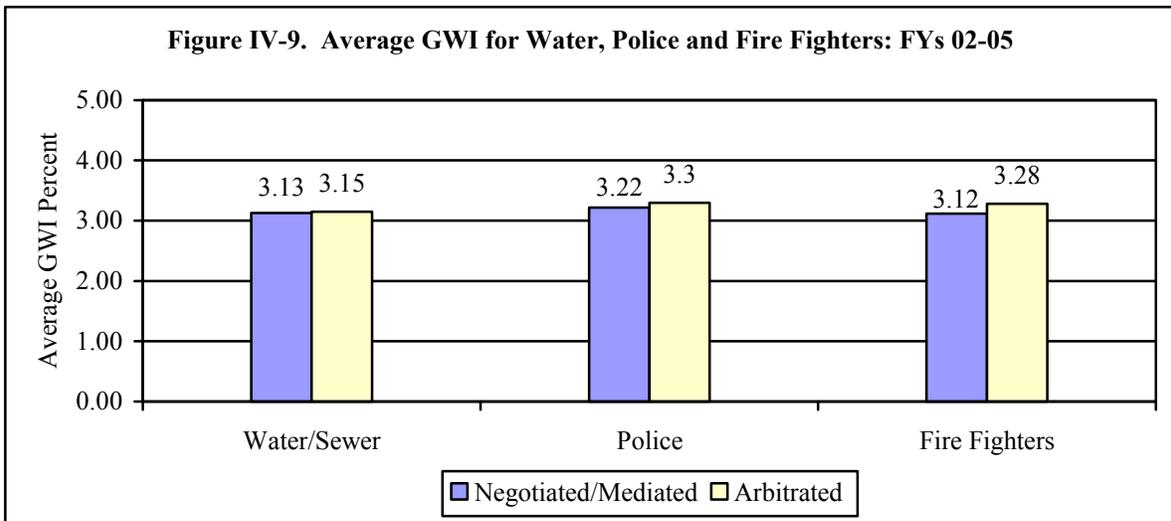
**TNA settlement and collective bargaining unit.** As a group, administrators tended to have larger average general wage increases than the teachers as illustrated in Figure IV-7. The committee believes this is due in large part because administrators, on average, have far fewer step increments than teachers. As such, the GWIs for administrators would tend to be higher than the GWIs for teachers to account for the difference in the number of steps. The negotiated administrator contracts had slightly lower average general wage increases than the administrator arbitrated awards. Conversely, the negotiated teacher contracts had slightly higher average general wage increases than the teacher arbitrated awards.



**MERA average general wage increases.** Figure IV-8 shows the average general wage increase for the MERA contracts during the most recent four fiscal years. Unlike the TNA settlements, there is no clear pattern in size of general wage increase when negotiated, mediated and arbitrated awards are compared. In fact, the arbitrated awards fluctuate comparatively widely, with average arbitrated general wage increases as high as 3.57 percent in FY 04 and average general wage increases as low as 2.81 percent in FY 03.



**MERA settlements and collective bargaining unit.** There were three collective bargaining units with at least 10 percent of their contracts being settled in arbitration: water/sewer/utility workers (15 percent); police (14 percent); and fire fighters (10 percent). Figure IV-9 shows that the average general wage increases did not differ significantly regardless of method of contract settlement for these units. Thus, despite a pattern of resolving their collective bargaining agreements using binding arbitration, the units are no better off financially in terms of GWI than if they had negotiated their differences.

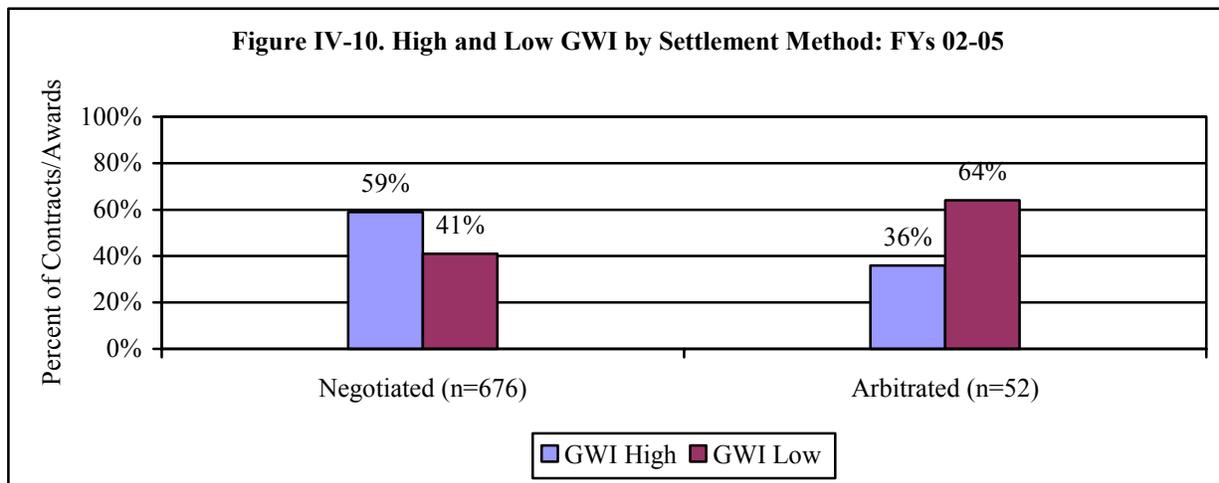


## Direct Fiscal Impact of Binding Arbitration on Municipalities

The question has been raised as to whether binding arbitration is driving up costs. One measure associated with higher costs is higher general wage increases. If binding arbitration is driving up costs, then one would expect to see higher general wage increases for arbitration awards in comparison to negotiated (and mediated) contracts.

All average general wage increases were rank ordered for TNA and MERA contracts and awards settled during FYs 02-05 (excluding stipulated awards from this analysis, there were 728 contracts/awards classified as having either “high” or “low” average general wage increases.) The top one-third were considered relatively higher contracts/awards, and the bottom one-third considered relatively lower contracts/awards. (The middle one-third was excluded from the analysis to test this theory). The top one-third had average general wage increases above 3.4 percent to 6.77 percent, and the lower one-third had general wage increases below 3.0 percent to 0 percent.

Figure IV-10 shows that, of the 52 arbitrated awards included in this analysis, two-thirds were considered lower awards (general wage increase under 3 percent). In contrast, 59 percent of the negotiated/mediated contracts included in this analysis, were considered higher contracts (general wage increase above 3.4 percent). *This analysis does not support the theory that arbitration awards are higher than negotiated contracts.*

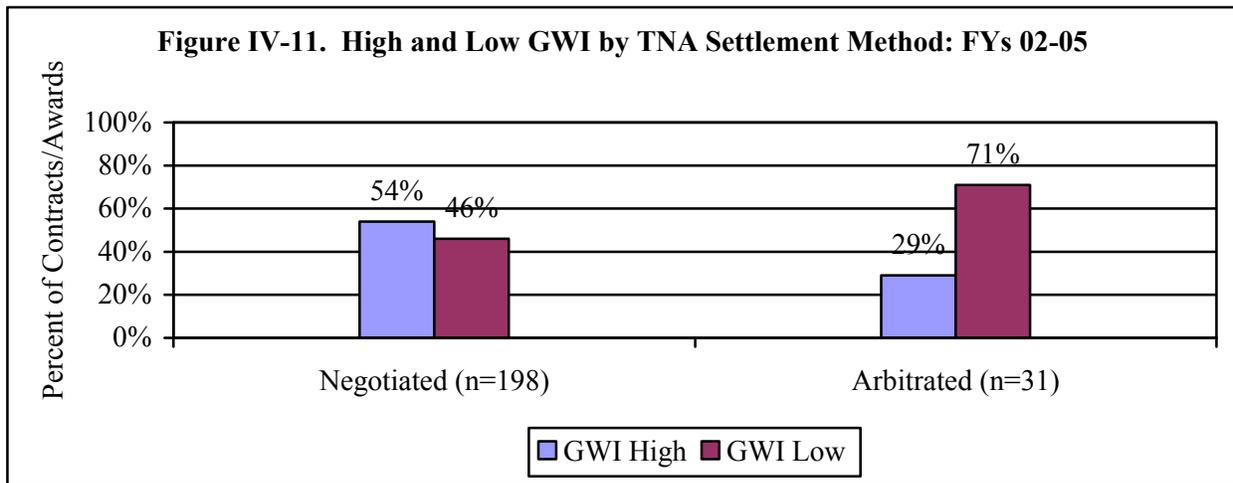


### TNA

Because some differences have already been noted between TNA and MERA, this analysis was done separately for TNA and MERA. Using a similar methodology, all average general wage increases were rank ordered for TNA contracts and awards settled during FYs 02-05. Excluding stipulated awards from this analysis, there were 229 contracts/awards classified as having either “high” or “low” average general wage increases. Again, the top one-third were

considered relatively higher contracts/awards, and the bottom one-third considered relatively lower contracts/awards. The top one-third had average general wage increases above 3.6 percent to 6.77 percent, and the lower one-third had general wage increases below 3.0 percent to 1.25 percent.

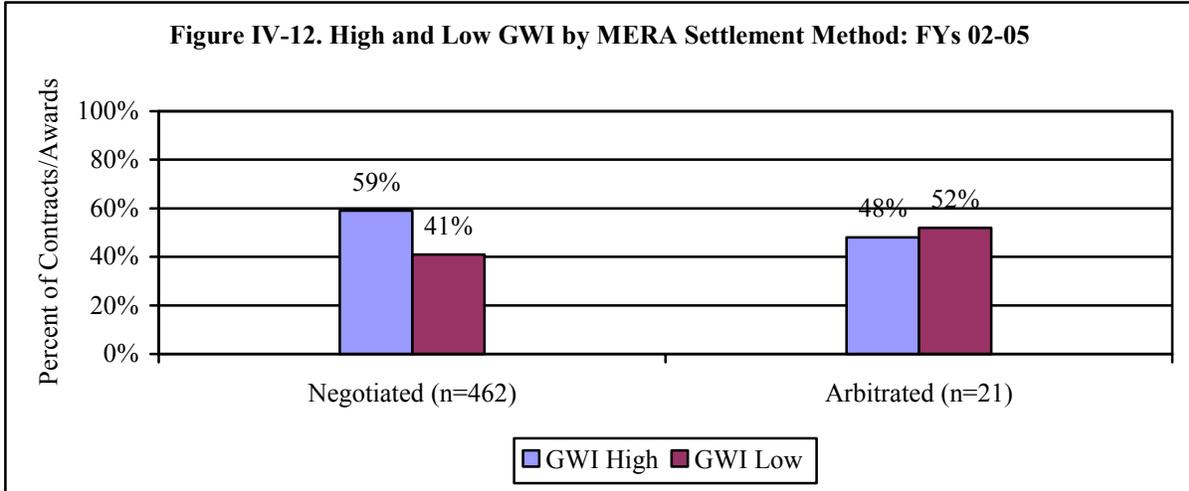
Figure IV-11 shows that, of the 31 arbitrated awards included in this analysis, nearly three-quarters were considered lower awards (general wage increases under 3 percent). In contrast, slightly more than half of the negotiated/mediated contracts included in this analysis were considered higher contracts (general wage increase above 3.6 percent). *This analysis does not support the theory that TNA arbitration awards are higher than negotiated contracts.*



## MERA

Using the same methodology, all average general wage increases were rank ordered for MERA contracts and awards settled during FYs 02-05. As before, the top one-third were considered relatively higher contracts/awards, and the bottom one-third considered relatively lower contracts/awards. (Excluding stipulated awards, there were 483 contracts/awards classified as having either “high” or “low” average general wage increases.) The top one-third had average general wage increases above 3.3 percent to 6.1 percent, and the lower one-third had general wage increases below 3.0 percent to 0 percent.

Figure IV-12 shows that the arbitration awards were fairly evenly divided between high and low awards. Over half the negotiated/mediated contracts included in this analysis were considered higher contracts (general wage increase above 3.3 percent). *This analysis does not support the theory that MERA arbitration awards are higher than negotiated contracts.*



### Indirect Fiscal Impact of Binding Arbitration on Municipalities

Another question that was raised during this study is whether the collective bargaining process, by including binding arbitration, influences municipal costs. For example, even if a negotiation does not progress to binding arbitration, does the specter of binding arbitration cause management to negotiate higher wages and benefits than they can afford? If so, this would result in less financially capable towns being saddled with relatively higher contracts/awards, a mismatch between financial capability and contract/award costs.

While it is not possible to compare the presence and absence of collective bargaining within Connecticut as MERA and TNA cover nearly the entire universe of teacher and municipal contract negotiations, one can look within the contracts and awards to assess whether a match exists between a municipality’s financial capability and the costs associated with the resulting contract or award.

If financial capability *is* a factor in the collective bargaining process, then municipalities with higher financial capability should have contracts/awards with relatively higher general wage increases, and municipalities with lower financial capability should have contracts/awards with relatively lower general wage increases.

If financial capability *is not* a factor in the collective bargaining process, then one would expect to see municipalities with lower financial capability strapped with contracts/awards having relatively higher general wage increases.

Financial capability was measured using the municipality’s “Adjusted Equalized Net Grand List per Capita” (AENGLC).<sup>12</sup> Analysis of the arbitration awards revealed that there are numerous measures of a municipality’s financial capability. AENGLC is accepted among most

<sup>12</sup> AENGLC is a measure of a town’s wealth derived from dividing the equalized net grand list by the town’s population and then multiplying the result by the town’s per capita income divided by the highest per capita income in the state. The equalized net grand list is the estimate of the market value of all taxable property in a municipality.

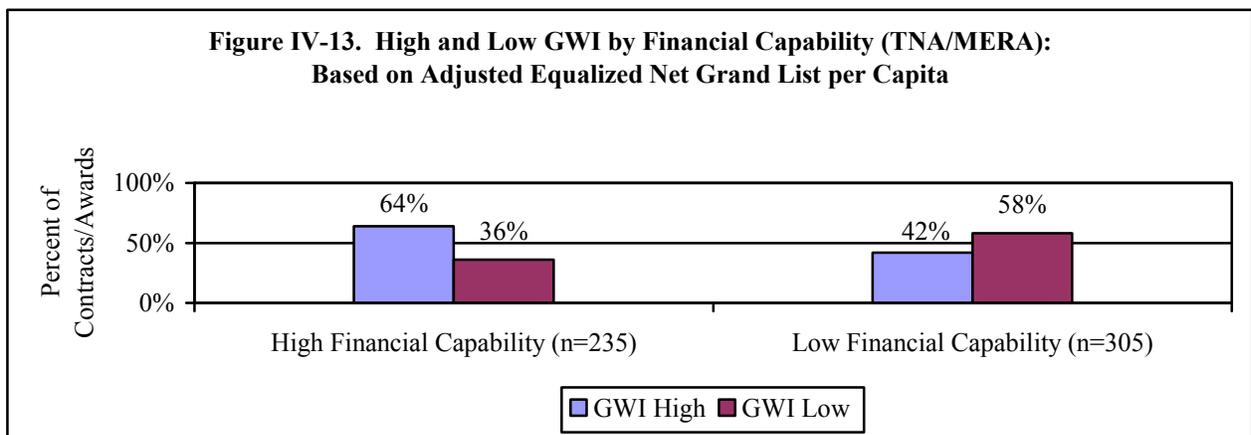
arbitrators and parties as a very important fiscal indicator and one of the broadest measurements of a municipality’s financial capability. Towns are annually rank ordered by the state according to their AENGLC size, with a ranking of “1” being the greatest AENGLC, or municipality with the greatest financial capability. (Note that there are other measures of a municipality’s wealth, which are included in the analyses provided later in this chapter.)

Based on their 2003 AENGLC ranking, the top one-third were considered municipalities with “relatively higher or greater financial capability.” The bottom third were considered municipalities with “relatively lower or lesser financial capability.” Appendix I shows the towns that were in each of these categories.

Average general wage increase was used to measure contract/award cost. Based on the methodology used in the previous analysis of direct fiscal impact of binding arbitration on municipalities, all average general wage increases were rank ordered for TNA and MERA contracts and awards settled during FYs 02-05. The top one-third were considered “relatively higher contracts/awards,” and the bottom one-third considered “relatively lower contracts/awards.” (There were 235 contracts/awards during FYs 02-05 that occurred in higher financially capable municipalities and 305 contracts/awards that occurred in lesser financially capable municipalities.) Results show the top one-third had average general wage increases above 3.4 percent to 6 percent and the lower one-third had general wage increases below 3.0 percent to 0 percent.

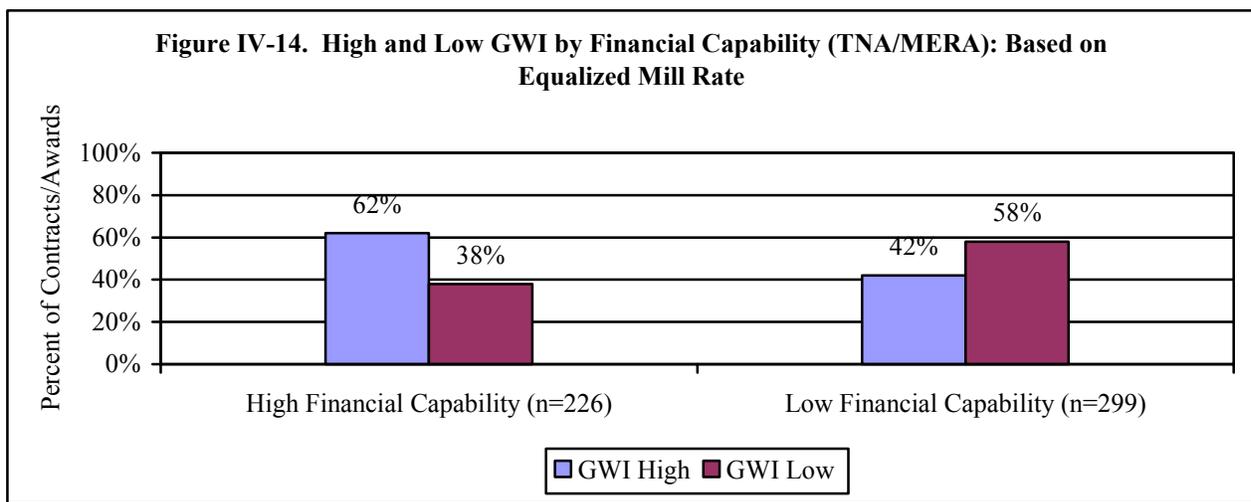
Figure IV-13 shows that two-thirds of the contracts/awards that occurred in the municipalities with higher financial capability were in the top one-third of average general wage increases. In contrast, towns with lower financial capability were more likely to have contracts/awards with smaller increases, falling within the bottom one-third of the average general wage increases.

*Based on this analysis, the collective bargaining system is working in that municipalities with “higher financial capability” have contracts/awards with relatively higher general wage increases, and municipalities with “lower financial capability” are more likely to have contracts/awards with relatively lower general wage increases.*



The same pattern was found using equalized mill rate<sup>13</sup> as a fiscal indicator of a municipality’s financial capability. Based on their 2003 equalized mill rate ranking, the top one-third were considered municipalities with relatively higher or greater financial capability and the bottom one-third were considered municipalities with relatively lower or lesser financial capability.

Similar to the previous analysis, Figure IV-14 shows that when equalized mill rate is used as a fiscal indicator, *two-thirds of the contracts/awards that occurred in the municipalities with “higher financial capability” were in the top one-third of average general wage increases. In contrast, towns with “lower financial capability” were more likely to have contracts/awards with smaller increases, falling within the bottom one-third of the average general wage increases.*



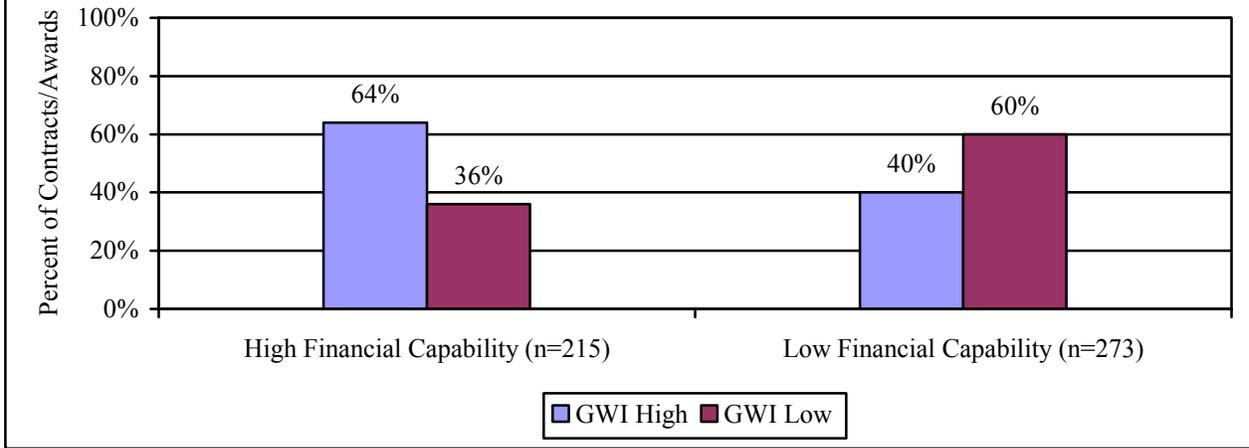
Finally, the same pattern was found when using Education Cost Sharing (ECS)<sup>14</sup> wealth ranking as a fiscal indicator of a municipality’s financial capability. Based on municipalities’ 2003 ECS ranking, the top one-third were considered municipalities with “relatively higher or greater financial capability” and the bottom one-third were considered municipalities with “relatively lower or lesser financial capability.”

Similar to the previous two analyses, Figure IV-15 shows that using ECS as a fiscal indicator, *two-thirds of the contracts/awards that occurred in the municipalities with “higher financial capability” were in the top one-third of average general wage increases. In contrast, towns with lower financial capability were more likely to have contracts/awards with smaller increases, falling within the bottom one-third of the average general wage increases.*

<sup>13</sup> Equalized Mill Rate is the rate at which taxes are levied against property, put in present market value.

<sup>14</sup> Education Cost Sharing is a formula-based equalization aid program administered by the state education department. Funding is provided to towns based on each town’s “wealth ranking” derived through a specific formula.

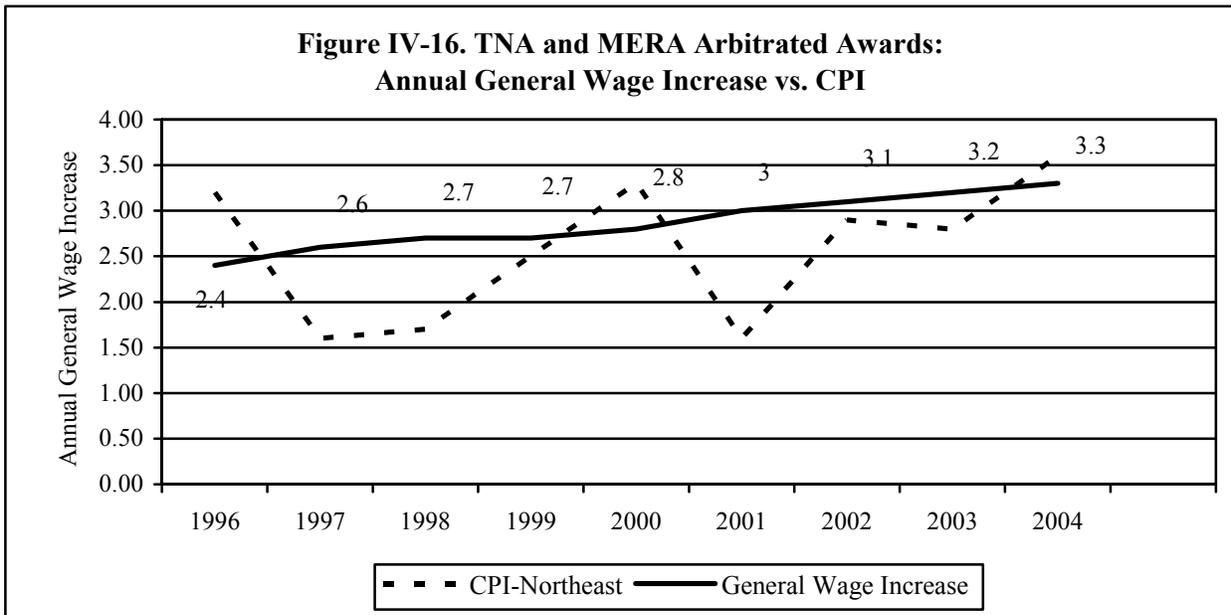
**Figure IV-15. High and Low GWI by Financial Capability (TNA/MERA):  
Based on Education Cost Sharing Wealth Rank**



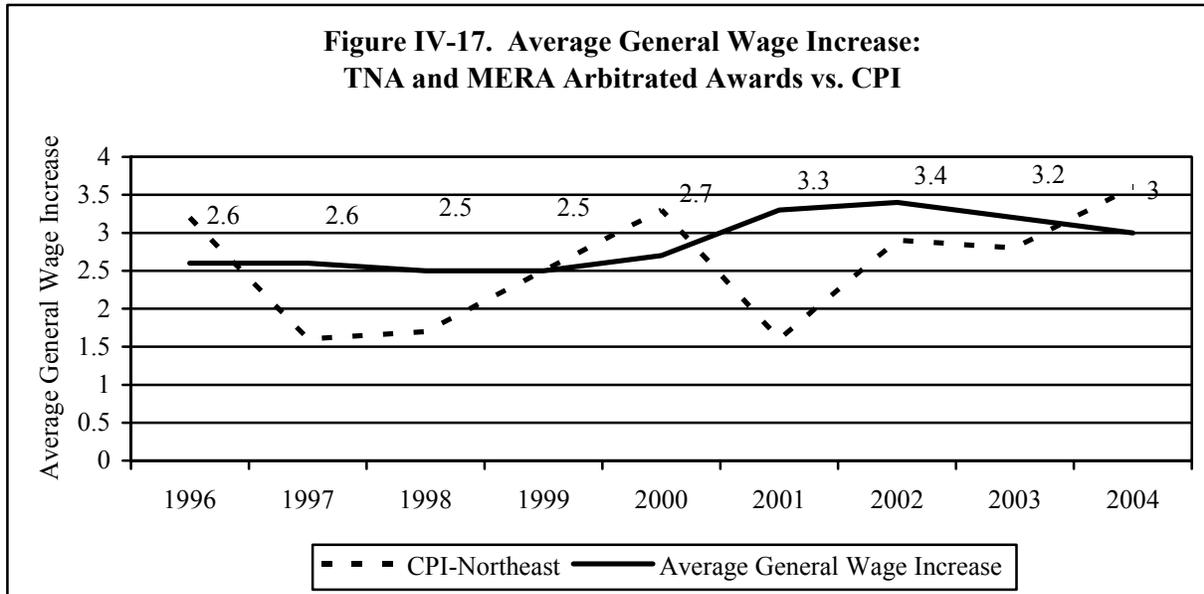
### Relationship Between Arbitration Awards and Consumer Price Index

The Consumer Price Index-Northeast (CPI) was contrasted with the *annual general wage increase* for collective bargaining units that had arbitration awards, regardless of when the award was issued (Figure IV-16). The general wage increase tends to remain relatively steady in contrast with the cycling up and down of the Consumer Price Index. The annual GWI was higher than the northeast CPI in six of the nine years reviewed.

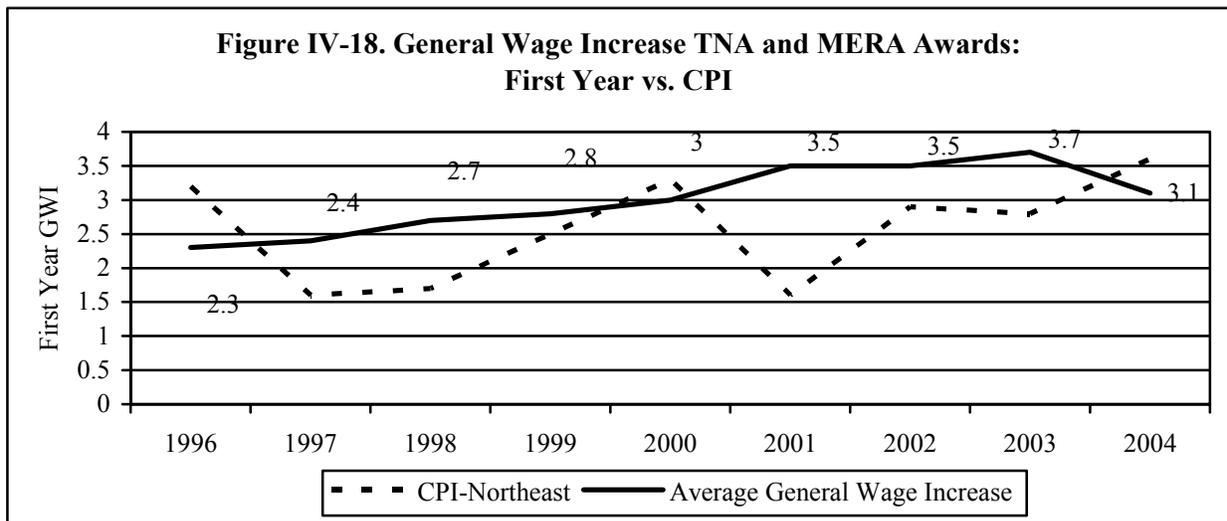
**Figure IV-16. TNA and MERA Arbitrated Awards:  
Annual General Wage Increase vs. CPI**



The Consumer Price Index was also contrasted with the *average annual general wage increase* for arbitration awards issued each year (Figure IV-17). The average general wage increase has started trending downward over the past two years after a peak high of 3.4 percent for awards issued in FY 02. The average GWI in 2004 was lower than the CPI, as also occurred in 1996 and 2000.

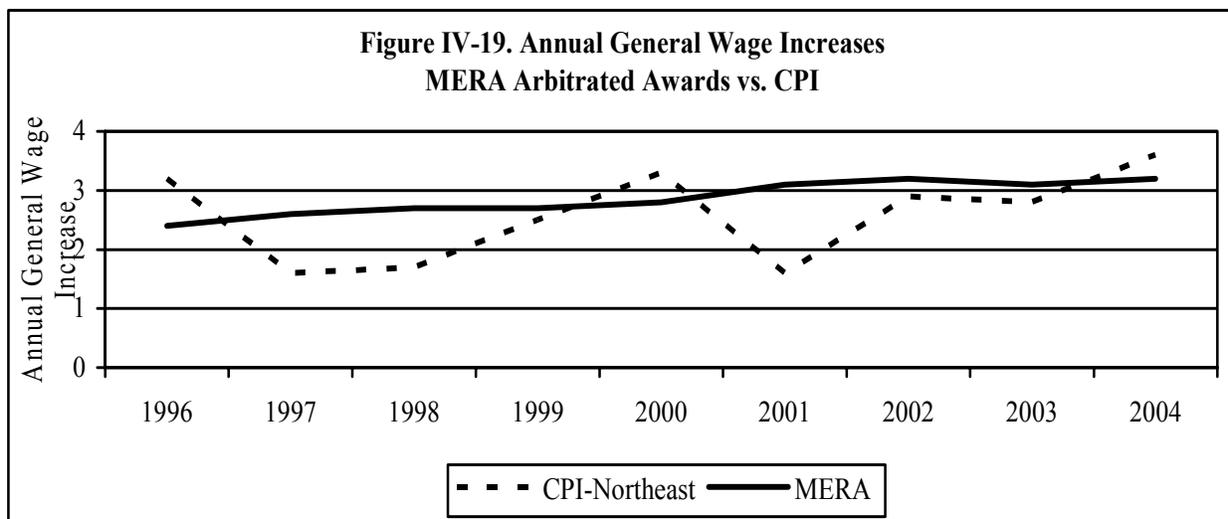


The CPI was also compared with the general wage increase for the first year of awards (Figure IV-18).



### MERA vs. Consumer Price Index

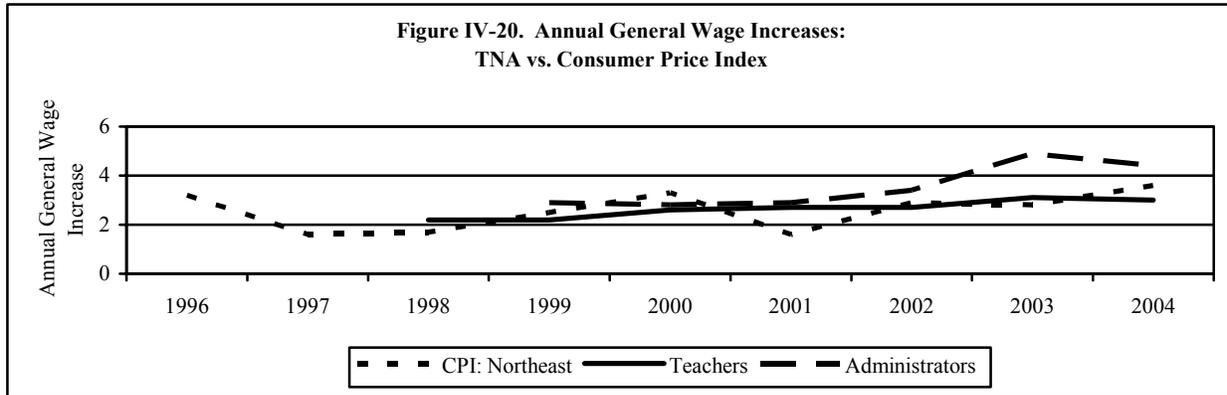
The consumer price index was contrasted with the annual general wage increase for MERA arbitration awards, regardless of when the award was issued (Figure IV-19). The MERA general wage increases tend to remain relatively steady in contrast with the cycling up and down of the consumer price index. The annual GWI was higher than the northeast CPI in six of the nine years reviewed.



### TNA vs. Consumer Price Index

The consumer price index was contrasted with the annual general wage increase for teacher and administration settlement awards (Figure IV-20). The teacher general wage increases tend to remain relatively steady in contrast with the cycling up and down of the consumer price index. The annual teacher GWI was lower than the northeast CPI in four of the seven years reviewed.

The administrator general wage increases were higher than the teacher's GWI and tended to rise above the consumer price index. The annual administrator GWI was somewhat higher than the northeast CPI in five of the six years reviewed.



## Administrative Cost of Binding Arbitration

Interviews with various stakeholders involved with binding arbitration suggest that the primary cost-drivers associated with binding arbitration from a purely administrative standpoint are the fees for arbitrators (neutral and advocate), attorney fees (mainly for representation of management because unions typically represent their membership, but there may be fees for additional representation for labor), employees’ time during business hours dealing with issues associated with arbitration, and incidental costs for transcripts and similar services. Overall costs associated with binding arbitration also depend on other factors, including: the number of issues in dispute; the number of evidentiary hearings required; arbitrators’ time spent in executive sessions; and arbitrators’ time for reading case materials, preparing for meetings, and writing awards. The actual costs of “going to arbitration” may range from \$15,000 to over \$100,000.

## Summary of Findings

- *MERA contracts had similar general wage increases, regardless of settlement method for the period analyzed. On the other hand, contracts negotiated under TNA had larger general wage increases than TNA arbitrated awards. Administrators received larger general wage increases than teachers.*
- *While teacher “negotiated” contracts tended to have greater increases than “arbitrated awards,” just the opposite was found for administrators, who received significantly higher increases when they settled in arbitration.*
- *Overall, no evidence was found that arbitration is directly driving up costs. Also, higher general wage increases were not found for arbitration awards in comparison to negotiated contracts.*
- *Overall, based on analysis methodology, the collective bargaining system is working in that municipalities with “higher financial capability” have contracts/awards with relatively higher general wage increases, and municipalities with “lower financial*

*capability” are more likely to have contracts/awards with relatively lower general wage increases. This pattern was found regardless of whether the financial capability of municipalities was assessed using AENGLC, equalized mill rate, or ECS.*

- *The annual GWI for collective bargaining units that had arbitration awards was higher than the northeast CPI in six of the nine years reviewed. Recent lower average GWIs in arbitration awards, however, portend a continued decrease in the size of salary increases – below the CPI – as contracts generally cover a three-year period.*

## Chapter Five: Arbitration Process

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Several components of arbitration under both MERA and TNA were examined, including overall process timeliness, the level of local involvement, and state oversight as ways to measure the effectiveness of the state's binding arbitration system. A process that is timely and properly monitored at both the state and local levels helps ensure integrity within the system.

As mentioned in the Introduction, the arbitration processes differ in distinct ways between TNA and MERA. Probably the most significant difference is that MERA allows the parties to “waive, defer, or modify” by mutual agreement any of the statutory requirements specified under the municipal act, which impacts the overall time it takes to reach contract settlements.

### Timeliness

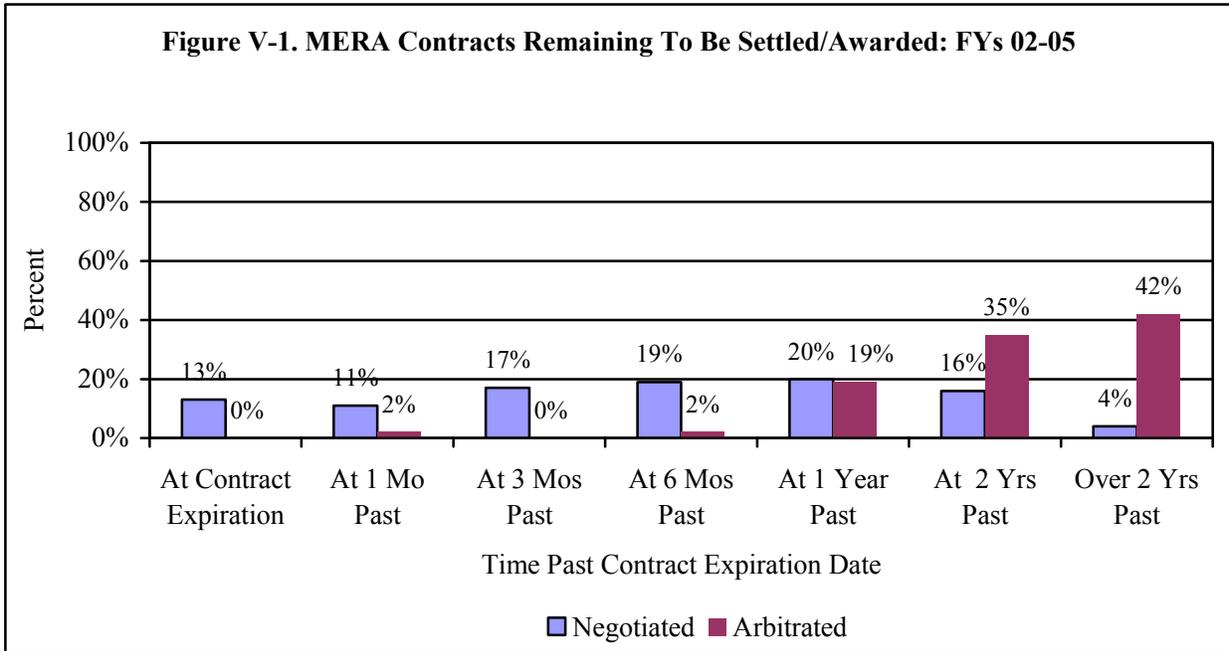
**MERA.** When binding arbitration was added to the Municipal Employee Relations Act in 1975, one argument used by proponents was that 80 percent of the municipal contracts surveyed by the Office of Legislative Research at that time were extended beyond their expiration dates.<sup>15</sup> Proponents also testified that negotiations had gone on for several years in some instances. They argued that adding binding arbitration to MERA would be a fairer overall process, produce more reasonable demands by the parties, and stimulate negotiation.

As mentioned, parties are allowed to waive, defer, or modify by mutual agreement the statutory time frames for arbitration under MERA. The time between contract expiration dates and resolutions for all negotiated contracts (including mediated and stipulated) and arbitrated awards settled under MERA between FYs 02-05 was examined. As illustrated in Figure V-1:

- of the 1,227 negotiated MERA contracts that were settled and for which information was known, 87 percent were settled after the expiration of the original contract (not including any extensions);
- three-quarters of negotiations were settled more than 30 days past their contract expiration date, and one in five settled over one year past their contract expiration date; and
- all 52 of the MERA arbitrated awards were settled after their contract expiration date (for which information was known), with a full 42 percent of the awards issued more than two years past the contract expiration date.

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<sup>15</sup> Connecticut Office of Legislative Research, Report 90-R-0549 (1990).



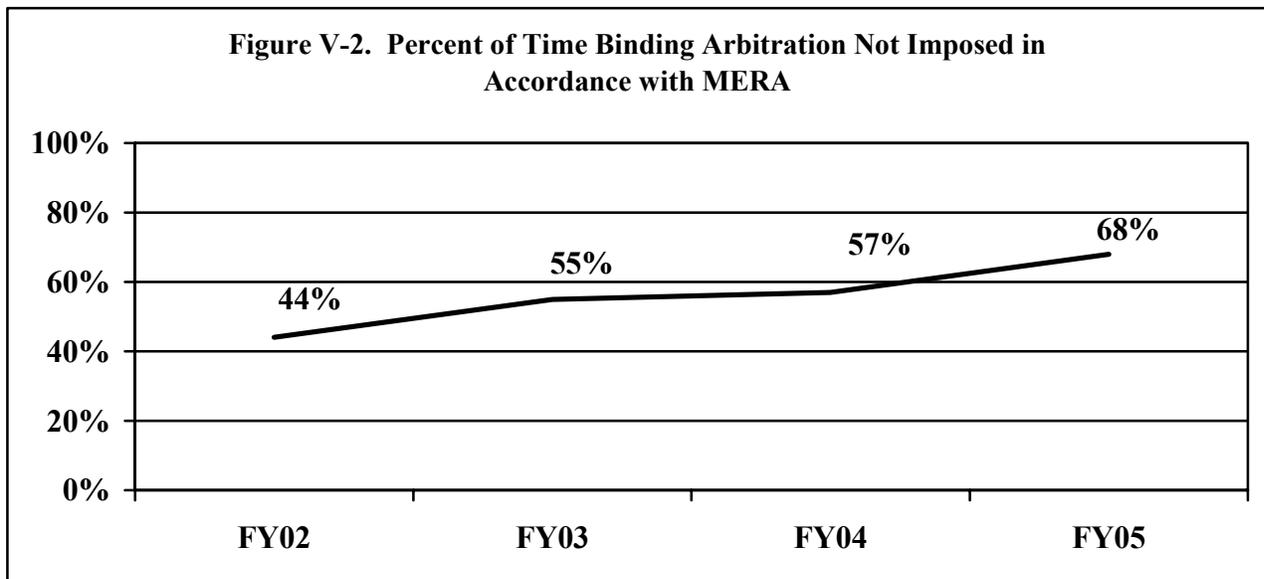
As suggested by various parties during the study, extending contracts too far past their expiration could lead to negative effects, particularly on employee morale and possibly service delivery (although not quantified during this study.) Further, several representatives of labor and management expressed during the review that, although the strict time frames of TNA would not be preferable within MERA, more modified time limits affecting final settlements would be appropriate. Such mandatory time limits, in addition to the parties not being able to change them, would help ensure finality to the MERA collective bargaining process. The committee agrees and recommends:

**5. The Municipal Employee Relations Act shall be amended to retain the parties' ability to defer, modify, or waive the statutory time frames governing binding arbitration by mutual agreement up to one year past the current contract expiration date, but parties to any expired collective bargaining agreement that has not been settled after 365 calendar days of the contract expiration date must follow the mandatory timetable for arbitration outlined in C.G.S. Sec. 7-473c. The required change shall take effect for all collective bargaining agreements with expiration dates beginning July 1, 2007, and thereafter.**

The committee believes this recommendation provides more finality to the collective bargaining system under MERA. It also provides parties enough time to settle their contracts before the new time frame begins in FY 08. The State Board of Mediation and Arbitration would also have time to begin compiling more complete information regarding the total number of collective bargaining agreements across the state to better administer the process (see next recommendation).

As referenced above, 80 percent of contracts were extended beyond their expiration dates in 1980. Given that figure was 87 percent between FYs 02-05, *the notion that the advent of binding arbitration under MERA would lessen the length of time settlements occur after contracts expire has not held true.* The committee believes this is due in large part to the parties being able to alter those time frames, as permitted under MERA. By not changing this process, the long periods of time between contract expiration dates and final settlements of MERA contracts, as shown in Figure V-1, will most likely continue. In the long run, settlements delayed for extended periods of time are not positive for the collective bargaining system as a whole if a goal of binding arbitration is to bring timeliness to the process notwithstanding each party's current ability to unilaterally force binding arbitration. The intent of the committee's recommendation is to give parties ample time to negotiate their collective bargaining agreements while ensuring timeliness, which currently does not exist under MERA.

There are two points in the process where knowledge of the contract expiration date is key: 1) appointment of a mediator; and 2) imposition of binding arbitration. Excluding arbitrated awards, information for contracts more than 30 days past their expiration dates – the statutory time frame for when arbitration is imposed under MERA – was available for 941 MERA contracts settled in FYs 02-05. *The committee found no evidence that SBMA imposed binding arbitration for 530 of these contracts (56 percent).* This is due to the board not knowing such contracts were beyond their expiration dates. Figure V-2 shows an upward trend in the board not imposing binding arbitration upon the 30-day time period required by statute.



In those instances where SBMA did impose binding arbitration and the parties ultimately settled their differences, 62 percent settled prior to the arbitration panel selection, 3 percent settled in mediation during binding arbitration, 21 percent settled after arbitrators were selected but before the hearings began, and 14 percent settled after the arbitration hearings.

When a collective bargaining unit has resolved its impasse in binding arbitration, SBMA enters the new contract expiration date into a tickler system and is able to monitor when the next contract should be negotiated. Not all towns, however, notify the board when a contract(s) has been settled, contributing to the large number of instances when binding arbitration fails to be imposed.

The committee believes if the board had a complete list of the collective bargaining units and their contract expiration dates, then it would be able to monitor whether a new contract had been settled by the expiration date. This list could be fully developed and maintained by the board by annually surveying municipalities and requesting that they update the list of collective bargaining units and contract expiration dates. Having this information, SBMA would then be able to initiate binding arbitration within the time frame required by statute. The committee therefore recommends:

**6. The State Board of Mediation and Arbitration should compile a complete list of MERA collective bargaining units by town and update the list annually. The board should use the list to fully implement the binding arbitration requirements specified under MERA.**

**TNA.** During the review of TNA arbitration awards and contracts, no instance was found where a contract/award was settled beyond the contract expiration date, including arbitration awards settled by a second review panel, which is how the TNA process is designed. The education department is responsible for monitoring the collective bargaining time frames within TNA, which it does effectively. Although there are no expressed sanctions or penalties outlined within TNA for not abiding by the required time frames, the committee believes parties understand and follow the requirements based on analysis and interviews conducted during the study.

### **Local Involvement**

**TNA.** The committee believes state law provides sufficient opportunity for local fiscal representatives to attend and present information during the negotiating and arbitration processes. The Teacher Negotiation Act requires boards of education to formally “meet and confer” with local finance bodies within 30 days prior to the date a local or regional board is to begin contract negotiations with either teacher or administrator representatives. The Teacher Negotiation Act also permits a member of the local finance body to be present during negotiations and to provide any fiscal information requested by the board of education during negotiations. Local fiscal authorities are further given the opportunity to be heard at arbitration hearings.

**Gaps in local involvement.** It became clear during the course of this study, however, that local legislative bodies are not always afforded the opportunity to review collective bargaining agreements. For example, TNA provides local legislative bodies the option to review (and reject) any negotiated settlements between the parties, as well as first arbitration awards. The law, however, does not provide local legislative bodies the same type of review/rejection of stipulated awards as other types of resolutions, as discussed below. Further, under MERA, local legislative bodies are not provided the opportunity to review negotiated or mediated settlements with the board of education or local authority (i.e., housing authority).

**TNA stipulated awards.** Once an arbitration panel has assumed jurisdiction of a dispute under TNA, parties can agree (i.e., stipulate) to contract terms at any time prior to the issuance of a decision by the panel without having the arbitrator(s) choose between last best offers. When parties come to full agreement on all issues during arbitration, a “stipulated award” is issued by the arbitrator(s). The stipulated language becomes the award, and thus the contract.

The committee found that between FYs 99-05, 55 percent of the arbitration awards issued were “stipulated” awards, indicating a relatively high percentage of arbitration awards are fully stipulated by the parties. Of the *total* contract settlements for that period, stipulated awards accounted for roughly 10 percent of the settlements.

The key difference between TNA and MERA regarding “stipulated” agreements made during arbitration is that MERA treats such agreements as negotiated settlements, which are reviewable by the full local legislative body.<sup>16</sup> TNA, on the other hand, does not provide local legislative bodies with any type of substantive review of stipulated awards.

Local legislative bodies have the ability under TNA to review and reject any arbitration award issued by an arbitrator, including stipulated awards as they are technically arbitration awards. If the local legislative body rejects an arbitrated award, the award becomes reviewable by a second arbitration panel. The second review panel is only permitted to examine the record of the first arbitration, including the last best offers of the parties, the respective decisions made by the first arbitration panel, and the local legislative body’s reason(s) for rejecting the first arbitration award.

Although stipulated awards are not expressly precluded by law from being reviewed/rejected by a local legislative body as arbitrated awards, the process in place for municipalities, as designed under the act, is not the same as other types of resolutions. The second panel review process becomes moot for stipulated awards because no “last best offers” are ever officially presented by the parties or decided upon by an arbitrator(s) during the first arbitration. As a result, if a town were to reject a stipulated award, there would be nothing of substance (i.e., last best offers) on which the second arbitration panel would base its review. Stipulated awards, which are actually identical to negotiated agreements, currently fall into a part of the process beyond the realm of local legislative review, unlike negotiated agreements or arbitrated awards which are reviewable by the local legislative body.

Various parties representing municipalities interviewed during the study, plus public hearing testimony received by the committee on this topic, identified the lack of substantive review of stipulated awards as an important issue. There is concern that local legislative bodies, as the ultimate fiscal authorities within municipalities, are removed from any type of substantive consideration of agreements made between the parties through stipulated awards, and that such agreements have the potential for significant financial impact on municipalities given that education budgets typically account for 50-75 percent of a municipality’s total budget.

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<sup>16</sup> See footnote 8 on page 45.

There are several reasons stipulated awards may occur. For example, the parties may have simply run out of time in the negotiations/mediation phase of the process and arbitration was imposed because of the statutory time frames. Other times it may be because the town rejected an earlier negotiated agreement between the parties, requiring the parties to enter arbitration, even though the parties previously agreed on a settlement.

If a town rejects a negotiated agreement, it will have at least had one opportunity for review of the agreement even if it is ultimately settled through a stipulated award. It is those times when the parties enter arbitration and stipulate to a contract outside of an arbitrator's decision, that local legislative bodies do not have the same review/rejection process of the collective bargaining agreement as they do for other types of resolutions.

Analysis was conducted of how often contracts are settled through stipulated awards without the local legislative body first having a chance to review a previously negotiated agreement between the parties. This information was available from the education department beginning with FY 03. As Table V-1 shows, *91 percent of contracts developed through stipulated awards for FYs 03-05 were done without any formal review by the full local legislative body of a previously-negotiated settlement prior to a stipulated award being issued.* Further, during the period analyzed, stipulated awards were issued an average of 86 days prior to the budget submission date, a factor discussed later.

<b>Table V-1. Stipulated Awards Occurring after Local Review: FYs 03-05</b>				
<b>Fiscal Year</b>	<b>Total Stipulated Awards</b>	<b>Rejected Negotiated/ Mediated Agreements</b>	<b>Stipulated without Local Review</b>	<b>% Stipulated Awards without Local Review</b>
2003	8	3	5	63%
2004	20	0	20	100%
2005	15	1	14	93%

Source: LPR&IC

The committee believes that local legislative bodies should have the opportunity for similar review/rejection capacity of stipulated awards as it does for other types of resolutions. The local legislative body represents that municipality's taxpayers, who are ultimately responsible for paying the costs associated with contracts developed under TNA (as well as MERA). Further, education expenses typically account for a large percentage of municipal budgets, particularly in smaller towns, with personnel expenses accounting for the bulk of those education budgets. The current process under TNA for dealing with stipulated awards effectively negates taxpayers, through their local legislative bodies, from having a direct say in how a large portion of their municipal budget expenditures are determined.

Stipulated awards only contain agreed upon language because there are no other issues in dispute. They are, therefore, indistinguishable from negotiated settlements, which local legislative bodies currently have the statutory authority to review/reject. In that regard, it would be consistent to give local legislative bodies the authority to review stipulated awards, as well. Therefore, the committee recommends:

**7. The Teacher Negotiation Act shall be amended to require fully stipulated awards be considered negotiated agreements and submitted to the local legislative body for review. Should the local legislative body reject the stipulated award, then the first panel arbitration process would begin anew. The opportunity for review by a second panel would not be available for stipulated awards rejected by local legislative bodies that go again into arbitration.**

Implementation of the recommendation would require an alternative process. The committee examined whether it would be feasible to include local legislative review within the current collective bargaining time frames required under TNA. The overall conclusion was there would not be enough time within the current statutory structure to allow proper time for each phase of the collective bargaining process to occur, including negotiation, mediation, arbitration and second panel review, while providing for local legislative review of stipulated awards.

As discussed in more detail below, the committee determined a possible alternative for including local legislative review within the overall TNA collective bargaining time frame (i.e., 210 days prior to the budget submission date) would necessitate: 1) modifying some of the statutory time frames once arbitration begins; 2) changing when in the process parties can stipulate full contract language; 3) requiring first panel arbitration for stipulated agreements that are rejected at the local level; and 4) eliminating the second panel review process under such circumstances.

Table V-2, in the two left-hand columns, shows the current statutory time frames for each of the required steps that occur when arbitration begins. Arbitration is required if the parties have not arrived at a negotiated settlement by day 135 prior to the local education budget submission date. The parties then have five days (day 130 prior to budget submission date) to select an arbitrator(s). The first hearing must take place within 12 days (to day 118). The parties have another 25 days (to day 93) to complete the hearing process, which includes presenting testimony and exhibits, and submitting last best offers. Arbitrators then have 20 days (to day 73) to discuss the case in executive session and issue an award (parties may stipulate language up until the award is issued.) Awards are sent to the municipality, which has 25 days (to day 48) to reject the award. If rejected, the town has 10 days (day 38) to notify the union and the education commissioner of the rejection. The commissioner has 10 days (day 28) to select a second arbitration panel to review the rejected award. The review panel then has 20 days (day 8) to consider the rejected award, and 5 days (day 3) to issue its decision.

<b>Table V-2. Proposed System to Allow Local Legislative Review/Rejection of Stipulated Awards</b>			
<b>Current Arbitration Process</b>	<b>Days Before Local Education Budget Submission Date Step Must Occur</b>	<b>Proposed Process for Stipulated Awards</b>	<b>Days Before Local Education Budget Submission Date Step Must Occur</b>
Education commissioner notified of no settlement	135	Education commissioner notified of no settlement	135
Parties select arbitrator(s) (5 days)	130	Parties select arbitrator(s) (5 days)	130
Arbitrator(s)/Parties hold initial hearing (12 days)	118	Arbitrator(s)/Parties hold initial hearing (12 days)	118
Hearing process concludes (25 days)	93	Hearing process concludes (25 days)	93
Arbitrator(s) issues arbitration award (20 days); files with town clerk	73	Parties stipulate (5 days)	88
Town reviews/rejects award (25 days)	48	Arbitrator(s) issues stipulated award; files with town clerk (5 days)	83
Town notifies union and education commissioner of rejection (10 days)	38	Town reviews/rejects stipulated award (20 days)	63
Commissioner picks arbitrators for review panel (10 days)	28	Town notifies union and education commissioner of rejection (5 days)	58
Review panel conducts review of first award (20 days)	8	Parties select arbitrator(s) (5 days)	53
Review panel issues final award (5 days)	3	Arbitrator(s)/Parties hold initial hearing (12 days)	41
		Hearing process concludes (20 days)	21
		Arbitrator(s) issues final award (20 days)	1
Source: LPR&IC			

The committee proposes the following changes to the arbitration process under TNA to allow for local legislative review of stipulated awards – shown in Table V-2 in the two right hand columns. The proposal is based on arbitration starting by day 135 prior to the budget submission date.

- **Parties have five days to select an arbitrator(s) (day 130).**
- **The arbitrator(s) must set the time, date, and place for an initial hearing to occur within 12 days after the arbitrator(s) selection (day 118).**
- **Hearing process must conclude within 25 days (day 93).**
- **Parties may only agree to fully stipulated language up to five days following conclusion of hearing process (day 88).**
- **Arbitrator(s) has five days to file stipulated award with town clerk (day 83).**
- **Town clerk must give public notice of award and local legislative body must, if it chooses, consider/reject the award within 20 days (day 63).**
- **The town has five days to notify the union and education commissioner of the stipulated award rejection (day 58).**
- **Parties have five days to select arbitrator(s) (day 53).**
- **The arbitrator(s) must set the time, date, and place for an initial hearing to occur within 12 days after the arbitrator(s) selection (day 41).**
- **Hearing process must conclude within 20 days (day 21).**
  - **Parties submit last best offers**
- **Arbitrator(s) has 20 days to issue award (day 1).**

The committee believes the proposed changes to the Teacher Negotiation Act incorporate adequate time for local legislative review of stipulated awards within the overall time period for the collective bargaining process, including the arbitration phase, currently required by statute, with some procedural modifications. The proposed process includes several key *procedural* differences:

- 1) If a stipulated award is rejected by the local legislative body, the parties must undergo the same process as an initial arbitration, including selecting arbitrators, presenting evidence at a hearing(s), submitting last best offers, holding executive sessions, and issuing an award.

- 2) The proposal allows parties to enter into stipulated awards no later than five days after the conclusion of the 25-day hearing period, not up until the arbitrator issues an award as currently permitted. (As mentioned, analysis shows stipulations occur, on average, by day 86 before the budget submission date, which is seven days after the close of the hearing.) The proposal gives parties up to five days upon the conclusion of the hearing process to stipulate, which is realistic based on current practice.
- 3) If a stipulated award is rejected, the proposal requires the arbitration hearing process to occur within 20 days from the initial hearing. Parties currently have 25 days to conclude the hearing portion under the first panel process, but the committee believes shortening the process by five days should not be burdensome given the parties already came to agreement on a settlement prior to local rejection of the stipulated award.
- 4) There would be no review panel mechanism for stipulated awards rejected by a municipality, as currently exists for arbitration awards. If a local legislative body rejects a stipulated award, the arbitration process that takes place under the committee's proposal is final. The decision(s) by the arbitrator(s) at that point is binding on the town and employees, unless the award is challenged under C.G.S. Sec. 52-418 or 52-419. Under this proposal, if the initial stipulated award is rejected the parties retain the ability to stipulate contract language under the subsequent round of arbitration.

The proposal also modifies the amount of time certain steps in the process must occur. For example, the committee also believes that stipulated awards do not require much work on the part of arbitrator(s) in terms of actually writing an award, and the proposed 5-day period to submit the stipulated award to the town clerk is sufficient. The proposal also shortens the time for local legislative review by five days – from 25 to 20 days, which seems sufficient. It also gives towns 5 days, rather than the current 10, to inform the education commissioner and the union of any rejection, which again seems realistic.

**Arbitration awards – agreed upon language.** Actual arbitrated awards consist of two components: 1) agreed upon language; and 2) the arbitrator's decision(s) on issues in dispute. As stated, there is currently an opportunity for the local legislative body to review and reject such arbitration awards. The second arbitration panel, however, is limited to examining the first panel arbitration decisions, their application of the statutory criteria, and the local legislative body's reason(s) for rejecting the first arbitration award. Any concerns that the local legislative body has concerning the first panel arbitration decisions, therefore, are addressed by the second panel review.

The proposed change allowing local review of stipulated awards only addresses “agreed-upon” language resulting in a stipulated award, which is all language in a stipulated award – not agreed upon language as part of an award that also includes an arbitrator's decision on last best offers. In other words, under the proposal outlined above, local legislative bodies would have

greater review/rejection capacity of agreed upon language only contained in stipulated awards and not “regular” arbitrated awards.

There is currently no mechanism in place to address concerns that a local legislative body may have regarding agreed upon language in an award. The body may review agreed upon language, but knowing that second panels are limited to examining arbitrator decisions only, makes this an exercise in futility. The agreed upon language may impact the municipality’s budget, containing salary and health insurance language, for example. To allow a mechanism for local legislative bodies to reject the agreed upon language in an arbitration award would affect awards issued under TNA, as well as MERA. The committee believes this would require additional study, and recommends:

**8. The Department of Education and the State Board of Mediation and Arbitration should each assemble a committee of representatives involved in interest arbitration under the Teacher Negotiation Act and the Municipal Employee Relations Act for the purpose of determining whether statutory modifications are necessary for incorporating local legislative review of agreed-upon language in arbitration awards. The committees should be formed by July 1, 2006, and report any findings and/or recommendations to legislative committee(s) of cognizance by February 1, 2007.**

More in-depth study of this issue would further ensure the overall logistics and design of a process to provide full local legislative review of arbitration awards are considered/debated, with findings/recommendations based on that review presented to the legislature before any policy decision is made.

**MERA contracts with boards of education.** As described earlier, 40 percent of the collective bargaining under MERA involve boards of education, and 6 percent authorities (e.g. housing authorities). C.G.S. Sec. 7-474(d) states that these bargained agreements under MERA (i.e., negotiated) do not allow review by the legislative body of the municipality. When the MERA employer is the town, such review is provided. The committee believes this limits the opportunity for local involvement prior to implementing a new contract in nearly half of MERA contracts. Under TNA, local legislative bodies have the ability to review/reject bargained TNA contracts – which involve boards of education. To expand local involvement in a manner that is already acceptable under TNA, the committee recommends:

**9. The Municipal Employee Relations Act shall be amended to provide local legislative bodies the opportunity to review/reject any agreement reached under the act through negotiation or mediation, regardless of employer, which contains a request for funds necessary to implement such agreement, which shall be reduced to writing and submitted to the local legislative body for review.**

### **State Oversight**

**TNA.** The committee finds the Department of Education effectively administers the binding arbitration process for teachers and administrators. The department maintains a sufficient database of information related to the administration of the process according to the statutory time frames. The department adequately maintains arbitration awards, including first

and second panel awards, and copies of the contracts for the vast majority of teachers and administrators in the state are also on file. A casefile review found the department maintains contracts for most towns, including a current contract and the next most recent contract. It should be noted that municipalities are responsible for submitting their teachers' and administrators' contracts to the department and not all do, but the vast majority of contracts for analysis were located. Where data could not be found, outside sources were used.

The department also provides important information about the collective bargaining process on its website via a summary report. For those school districts with upcoming contract expirations, the report includes the various dates each phase of the collective bargaining process is to occur. For example, the budget submission date and the dates when negotiation, mediation, and arbitration are required to start are included. The report also specifies the names of mediators and arbitrators assigned to various cases. The committee believes the summary report is a useful resource.

**MERA.** The committee finds that the Department of Labor and State Board of Mediation and Arbitration have a suitable system for maintaining arbitration awards, having them readily accessible to interested parties. In reviewing the MERA arbitration awards, however, several instances were found where "stipulated awards" were issued. Since MERA does not acknowledge stipulated awards, they should have been rejected by SBMA.

Instances where agreed upon language was referenced, but omitted, from the award were also found. SBMA could improve the process by verifying that agreed upon language is included in the award as stated by the arbitrator. (See Chapter Three for Recommendation #1.)

Some instances of confusion about which issues to review were also found. For example, one second review only examined the arbitration issue that was questioned by the local legislative body and not the entire award, as required.

As mentioned, the Department of Education reports on the number of TNA contracts that were negotiated, mediated and arbitrated on an annual basis. SBMA has a comprehensive database that would not make it difficult for the board to prepare a similar annual summary report. The committee recommends:

**10. The State Board of Mediation and Arbitration should review arbitration awards to be certain no stipulated awards are issued by arbitrators, and that all issues are reviewed by second panel arbitrators. The board shall also prepare an annual summary report that at least highlights, by town and collective bargaining unit, all contract settlements for that particular year, mediators and/or arbitrators assigned to a particular case and, if known, the length of time between contract expiration date and settlement/award date.**

## Chapter Six: Arbitrator Appointment Process

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As part of this study, the program review committee evaluated the processes used to appoint neutral arbitrators to the respective neutral arbitrator panels under TNA and MERA, which includes first panel and second review panel arbitrators. The committee also examined the processes used for parties to select arbitrators to hear cases. This chapter provides the committee's assessment of those processes.

### First Panel

**Neutral arbitrator appointments.** The Department of Education and the Department of Labor both have processes for appointing neutral arbitrators to their respective panel of arbitrators within each department, as described in Chapter One. The processes, although somewhat different, require prospective arbitrators to meet minimum qualifications and undergo a formal interview. Under both acts, neutral arbitrators must be Connecticut residents and their terms are for two years, or until a successor is appointed.

*TNA.* Neutral arbitrators under the Teacher Negotiation Act are appointed to the neutral arbitrator panel within the education department by the governor with the advice and consent of the legislature. The process, as outlined in regulation, begins with prospective candidates submitting their credentials to the department for review. They are reviewed by a screening committee appointed by the education commissioner. The screening committee decides which candidates have the minimum qualifications necessary to proceed to the interview phase.

Prospective panel members then undergo a formal review by an interview committee before their appointment. The interview is conducted by a 12-member interview committee appointed by the commissioner, which consists of three representatives from each of the following groups: 1) local and regional boards of education; 2) exclusive bargaining representatives of certified school staff; 3) local legislative and fiscal authorities; and 4) public or private neutral dispute resolution agencies, which includes the commissioner's designee (who also serves as the committee chairperson). Candidates must receive unanimous approval of the committee to complete the rest of the appointment process. Current members are re-appointed upon their term expiration under the same process, although formal interviews may not be necessary unless the interview committee deems otherwise.

The interview committee makes recommendations to the education commissioner who reviews the candidates. The commissioner then forwards a list of recommended candidates to the State Board of Education which may approve or reject any candidate. Following the board's review, a list is sent to the governor for approval. The list may only include names of candidates approved by the interview committee.

After reviewing the list, the governor submits arbitrator panel candidates to be screened by the legislature's Executive and Legislative Nominations Committee. After testifying before that committee, they then must be approved by the full legislature.

*MERA.* Under MERA, the labor commissioner appoints a 10-member neutral arbitrator selection committee to interview prospective neutral arbitrators. The committee consists of five members representing the interests of employees and five representing municipal employer interests. The selection committee interviews candidates to determine their qualifications and experience. The selection committee is the entity responsible for making all appointments to the neutral arbitrator panel required under MERA. There is no gubernatorial approval or legislative consent required.

The committee believes that some form of accountability is necessary within the neutral arbitrator appointment process under both systems. Under TNA, that accountability exists with gubernatorial approval upon legislative consent. Under MERA, the commissioner is responsible for making the appointments to the neutral arbitrator selection committee, which is evenly divided between management members and labor members. Both systems also require unanimous approval by the respective selection committees, which adds another level of accountability in the process.

Given the current systems of appointing neutral arbitrators have been in place for some time, the committee believes the processes, albeit different, have been “legitimized” by time. The gubernatorial approval upon legislative consent requirement under TNA has been in place since the inception of binding arbitration under the act, while the current process of the neutral arbitrator selection committee appointing neutrals under MERA has been in place since 1992.

**Intern program.** The current panel of neutral arbitrators under TNA consists of 10 arbitrators – the minimum number of arbitrators required by statute. The act requires the panel to have between 10 and 15 neutral arbitrators.

State regulations require the education department to make available an arbitrator training program to prospective arbitrators. The program offers candidates the opportunity to “shadow” arbitrators on cases. These “interns” are required to write mock awards for the cases they observe. The department then reviews the awards and decides whether or not to forward the intern’s name for consideration of appointment to the neutral arbitrator panel.

Although the intern program is still administered by the Department of Education, there are currently no participants in the program, nor have there been for the past several years. The committee believes the program is important in attracting prospective candidates to prepare and apply for the neutral arbitrator panel under TNA. Should the arbitrator panel remain at the minimum number of arbitrators required by law after the department’s recruitment effort beginning in December 2005,<sup>17</sup> the education department should seek additional candidates for the panel. As such, the committee recommends:

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<sup>17</sup> The terms for current arbitrators technically expire in 2006. The education department’s plan is to begin soliciting prospective candidates for first panel neutral arbitrators in early December 2005. The interview process is expected to be completed by March 2006, with names then forwarded to the State Board of Education. It is anticipated the board would then forward candidates’ names to the governor for approval at that time.

**11. The Department of Education should actively seek candidates to participate in its neutral arbitrator intern program if the department determines that the qualifications and/or experience levels of prospective candidates do not meet expectations. Such determination should include input from the neutral arbitrator screening and interview committees.**

The labor department does not have a comparable formal intern program to develop prospective candidates as neutral arbitrators. As noted in Chapter Two, the neutral arbitrator panel under MERA is not at its full complement of 20 members (it currently has 17 members) and an intern program would assist SBMA in preparing future candidates. The committee recommends:

**12. The State Board of Mediation and Arbitration should develop an intern program for prospective candidates for neutral arbitrators under the Municipal Employee Relations Act who would otherwise lack the necessary qualifications and experience to be appointed to the neutral arbitrator panel. At minimum, the program should require candidates to attend several arbitration cases with different experienced arbitrators and write mock awards for review by the department. The program should be developed by the department by January 1, 2007.**

**Arbitrator selection.** Table VI-1 shows the neutral arbitrators used under TNA and MERA between FYs 97-05 and the number of cases each arbitrated. The table shows that four neutral arbitrators handled 70 percent of the TNA and MERA arbitration cases during the period analyzed. Upon first review, this may seem to indicate the process might be flawed in some way in that particular arbitrators are hearing the vast majority of cases. However, it must be kept in mind that the parties are responsible for *mutually* choosing the neutral arbitrators to hear their arbitration cases.

If the parties cannot agree on an arbitrator, either the education commissioner or the State Board of Mediation and Arbitration make the decision through random selection. Random selection rarely occurs, meaning one can assume that the parties almost always agree on the selection of neutral arbitrators. For example, under TNA, the commissioner has had to choose a neutral arbitrator nine times out of 138 arbitration cases since FY 97

Alternatives to the current method of selecting arbitrators to hear cases were discussed at the committee's public hearing (e.g., random selection, limiting the number of cases they can arbitrate in a given time period, or a rotating schedule). The alternatives are seen by some as a way to ensure arbitration decisions are based on the merits of a case and not by which arbitrators are selected for cases. It should be noted that random selection has been experimented with under TNA and MERA in the past, only to return to the current system of allowing the parties to mutually choose the neutrals.

**Table VI-1. Neutral Arbitrators Used Under TNA and MERA (First Panel): FYs 97-05**

	FY97	FY98	FY99	FY00	FY01	FY02	FY03	FY04	FY05	Totals
Sandra Biloan <sup>1,2</sup>		1			1					2
Peter Blum <sup>2</sup>	5	1	4							10
Susan Boyan	3	1	4	1						9
Lynn Alan Brooks <sup>1</sup>	1	1	2		1					5
Laurie Cain <sup>1,2</sup>	3	1			1	2		3	2	12
Joseph Celentano <sup>2</sup>				1	1		1	1		4
David Dee <sup>2</sup>	1	2	8	3	4			2		20
Lynn Freedman	1									1
Katherine Foley <sup>2</sup>				1						1
J. Larry Foy <sup>1,2</sup>	5	6	7	2	9	8	8	10	6	61
Susan Halperin <sup>2</sup>	1	1		1	1			2		6
Frank Logue	1		1							2
Richard Kosinski <sup>1,2</sup>	2	1		1						4
Susan Meredith <sup>1,2</sup>	4	9	11	6	3	5	8	10	7	63
Albert Murphy <sup>2</sup>	1	5	8	3	4			2		23
Rocco Orlando	2									2
Louis Pittocco <sup>2</sup>	1	1	4	2			1			9
Kevin Randolph <sup>1</sup>									1	1
Steve Rolnick <sup>1</sup>									1	1
Thomas Staley <sup>1,2</sup>	9	13	7	9	7	18	10	16	10	99
Frederick Ward	1									1
M. Jackson Webber <sup>2</sup>	8	4	6	4	6	6	3	4	6	47
Gerald Weiner <sup>2</sup>		1							1	2

<sup>1</sup> Current TNA panel members

<sup>2</sup> Current MERA panel members

Source: Department of Education; SBMA; LPR&IC

One argument for implementing a random/rotating arbitrator selection method is that neutral arbitrators under TNA and MERA already go through an appointment process to ensure they meet minimum standards and qualifications for appointment to the respective neutral arbitrator panels. As such, if a person meets the required minimum standards/qualifications and has been appointed to the panel(s), then that person should be able to credibly arbitrate any case.

A key distinction between the current selection system and a random/rotating system, however, is the overall level of experience among the neutral arbitrators – a fact testified to at the hearing by several groups, including some who were involved in the initial interviewing of candidates. It stands to reason that the more arbitrators are used to hear cases, the more knowledgeable they become regarding the conditions of various municipalities and the current thinking regarding contract terms. The committee believes having arbitrators who are knowledgeable about the conditions within various municipalities in the state benefits the overall process, and such knowledge comes from experience in hearing cases.

This is not to say one arbitrator should be doing all cases, because there is a limit as to the number of arbitrations any single arbitrator can reasonably undertake, particularly within the statutory time frames of TNA. Opening up the process to a rotating or random selection system, however, has the potential for arbitrators being chosen for cases who may not have the same expertise level or be as knowledgeable about the issues as those mutually chosen by the parties.

Concern was also raised at the public hearing regarding the possibility of decisions being “similar” from town to town if only a select group of arbitrators are used to hear cases. In general, arbitrators look at conditions within comparable towns, as required by statute. This factor must also be examined against the municipality’s fiscal condition, also required by statute. Parties develop their cases and arbitrators fashion their decisions based on such comparisons.

There may be some homogeneity among awards in a given year because of how parties develop their offers and the required statutory comparisons with like groups. The committee believes this is due more to the current construct of the last best offer, issue by issue arbitration system in the state and the statutory criteria arbitrators must consider, than a limited number of arbitrators coming up with similar decisions town by town. Keeping in mind that it is the parties – not the arbitrators – who put forth the last best offers from which awards are based, if awards seem similar it may have more to do with the offers submitted than the award decisions.

## **Second Panel**

Current law gives municipalities the ability to reject an arbitration award. If this happens, a group of three neutral arbitrators (or a single arbitrator if agreed to by the parties) is randomly selected to review the case by either the education commissioner under TNA, or the State Board of Mediation and Arbitration under MERA. The second panel is responsible for reviewing the original award and the reason(s) the local legislative body rejected the award, and basing any issue reversals only on this information. As a result, the decisions of the second panel could potentially affect municipalities and/or employees to a greater degree than the first panel award if the decisions of the original award are reversed. (See Chapter Three for analysis of second panel reviews.)

Although TNA and MERA allow for second panel reviews, current law only requires that review panel arbitrators be state residents, labor relations arbitrators approved by the American Arbitration Association, and not the neutral arbitrator that issued the rejected award. Further, the process for recruiting, screening, interviewing, and appointing arbitrators to the review panel is not formalized either in statute or regulation. The committee believes it is important to have a formalized process to add another level of credibility to the system.

The education department has developed an internal protocol for making second panel appointments. According to the protocol, prospective review panel candidates are interviewed by a committee appointed by the commissioner. Following the interviews, the committee submits a list of names to the commissioner who makes all final review panel appointments. The committee believes the department’s protocol sufficiently outlines the process for appointing second panel members and adds accountability to the process in that the commissioner makes the appointments.

The State Board of Mediation and Arbitration uses a subcommittee of the board to interview second review panel candidates. The board is then responsible for making the appointments based on names provided by the subcommittee. The subcommittee process, which has not been used since the original appointments were made to the review panel in 1992, is not formalized through any type of internal procedure. The committee believes the subcommittee process will be necessary at some point in the future and the development of an internal procedure to guide the appointment process is needed.

Given the makeup of both the TNA and MERA second review panels as far as a minimum number of members or how members are appointed is not defined in statute, and the MERA process to appoint second review panel members is not as formalized as it is under TNA, the committee believes more structure to each review panel process is needed and recommends:

- 15. The Teacher Negotiation Act and the Municipal Employee Relations Act shall be amended to require the Department of Education and the State Board of Mediation and Arbitration each maintain a panel of neutral arbitrators to serve as review arbitrators whenever first panel awards are rejected. Each review panel should include no fewer than nine members, with terms of two years or until a successor is appointed. The education commissioner and the State Board of Mediation and Arbitration should appoint members to the respective arbitration review panels.**
  
- 16. The State Board of Mediation and Arbitration should develop and formalize an internal procedure outlining the process used to recruit, screen, and interview prospective second panel arbitrators by January 1, 2007. The procedure should also describe the minimum qualifications necessary to become a review panel member. The recruitment process should ensure that first panel members who are approved by the American Arbitration Association are invited to join the review panel.**

## **APPENDICES**

# Appendix A

## Comparative Analysis

One goal of the study is to identify and summarize the similarities and differences between the Teacher Negotiation Act and the Municipal Employee Relations Act regarding binding arbitration. Although TNA and MERA are described in detail in Chapters One and Two, this appendix provides a synopsis of the main similarities and differences between the two acts in several key areas, including: 1) scope of bargaining and employees covered; 2) type of binding arbitration used; 3) collective bargaining time frames and flexibility; 4) arbitrator appointment and selection; 5) roles of local fiscal authorities and legislative bodies; 6) role of mediation; 7) arbitration awards; and 8) statutory criteria used in arbitration. Tables A-1 and A-2 highlight these similarities and differences between TNA and MERA.

<b>Table A-1. TNA and MERA Binding Arbitration: Comparative Analysis</b>		
<b>MAIN SIMILARITIES</b>		
<b>Component</b>	<b>TNA</b>	<b>MERA</b>
Scope of collective bargaining encompasses wages, hours, and other conditions of employment	✓	✓
Employees legally prohibited from striking	✓	✓
Binding arbitration used to resolve impasse in contract negotiations in lieu of strikes	✓	✓
“Last best offer, issue by issue” form of binding arbitration used	✓	✓
Either a three-member arbitration panel or single neutral arbitrator may be used as agreed to by the parties	✓	✓
Neutral arbitrators chair arbitration panels	✓	✓
Arbitrators to emphasize public interest and municipality’s ability to pay when choosing last best offers	✓	✓
Local legislative body can reject arbitration award within 25 days of receipt on any grounds with a two-thirds vote of members present	✓	✓
Second binding arbitration occurs upon rejection of first arbitration award; second panel only reviews first panel record	✓	✓
Arbitration panel members serve two year terms	✓	✓
Parties may file motion to vacate or modify review panel award with superior court	✓	✓

**Table A-2. MAIN DIFFERENCES**

<b>Component</b>	<b>TNA</b>	<b>MERA</b>
Enactment of binding arbitration law	1979	1975
Employees covered	Teachers and school administrators	Municipal employees; non-certified school employees
Statutory deadlines for collective bargaining process	Yes	All can be waived
State agency administering law	Department of Education	Department of Labor
Mandatory consultation with the town's fiscal authority prior to negotiation process	Yes	No
Provision to exclude reserve fund when determining town's ability to pay	Yes	No
When considering town's financial capability, consider changes in the cost of living	Average COLA changes over three years	Only consider COLA changes
Mediation mandatory step before arbitration	Yes	No
Mediators are state employees	No (independent/private sector)	Yes
Time allocated for mediation	25 Days	100 Days
How candidates are appointed to the panel of neutral arbitrators	Requires gubernatorial approval and full legislative consent of candidates that have already passed an interview by a committee appointed by the education commissioner	More streamlined process that requires a neutral arbitrator selection committee to unanimously approve a candidate
Basis of negotiation timetables	Local budget submission date	Contract expiration date
Contract required to be in place by a certain date	Yes	No
Grounds for legislative body rejecting negotiated or mediated agreement	Any grounds	Legislative body only reviews contract components requiring funds

## Criteria

Arbitrators must follow seven criteria under both TNA and MERA when deciding arbitration awards, as highlighted in Table A-3. Both statutes require arbitrators to emphasize “public interest” and the municipality’s “ability to pay” criteria when considering awards.

The following four criteria are relatively identical:

- 1) public interest;
- 2) negotiations between the parties prior to arbitration;
- 3) interests and welfare of the employee group; and
- 4) existing conditions of employment of the employee group and those of similar groups.

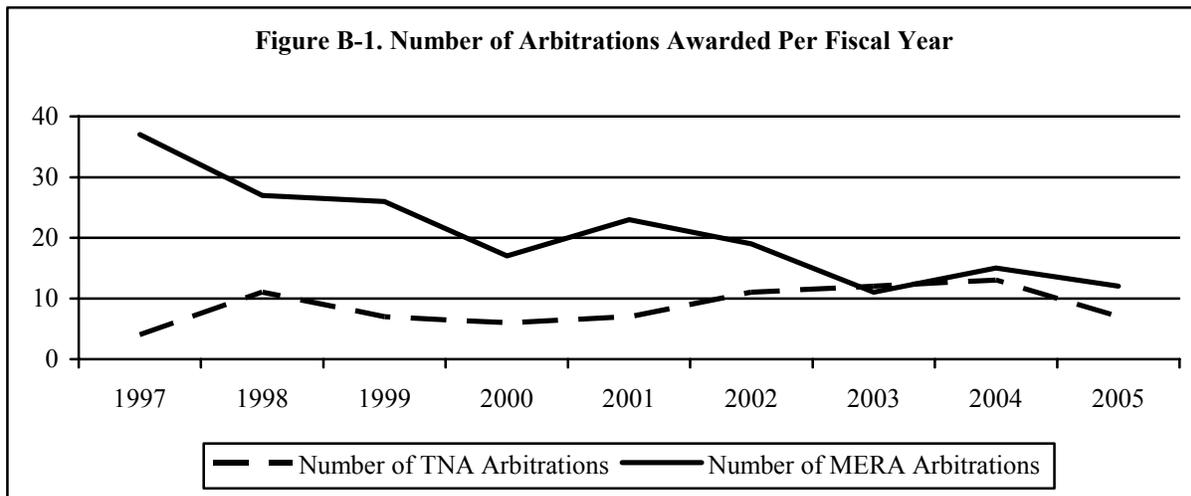
There is variation between the two acts on the following three criteria:

- 1) Financial capability assessment under TNA excludes five percent or less of a town’s budget reserve; MERA does not reference the budget reserve in assessing financial capability.
- 2) Under TNA, changes in the cost of living are assessed by averaging the preceding three years; MERA only references the consideration of changes in the cost of living.
- 3) Under TNA, the salaries and benefits prevailing in the market specify inclusion of the terms of recent contract settlements or awards in collective bargaining for other municipal employee organizations; no such mention of other municipal employees organizations—or teacher or administration collective bargaining settlements or awards—is included under MERA when referencing this criteria.

<b>Table A-3. TNA and MERA Arbitration Criteria: Similarities and Differences</b>		
<b>Criterion</b>	<b>TNA</b>	<b>MERA</b>
Public Interest	✓	✓
Financial Capability	Financial capability of the town or towns in the school district, including consideration of other demands on the financial capability. In assessing the financial capability, there shall be an irrebuttable presumption that a budget reserve of 5% or less is not available for payment of the cost of any item subject to arbitration	Financial capability of the municipal employer, including consideration of other demands on the financial capability of the municipal employer
Negotiations between the parties prior to arbitration	✓	✓
The interests and welfare of the employee group	✓	✓
Cost of living changes	Changes in the cost of living averaged over the preceding three years	✓
Existing conditions of employment of the employee group and those of similar groups	✓	✓
Salaries and benefits prevailing in the market	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	The wages, salaries, fringe benefits, and other conditions of employment prevailing in the labor market, including developments in private sector wages and benefits

## SYSTEM OVERVIEW

Figure B-1 shows an average of 21 arbitration awards were issued annually under MERA, and 8 under TNA for FYs 97-05. This is a relatively low number when compared to other contracts negotiated and mediated for the same period. The frequency of MERA awards has generally been decreasing since FY 97, while the number of TNA awards issued has remained relatively steady.



The following information supports the fact that, overall, binding arbitration is used infrequently under both TNA and MERA in comparison with other contract settlement methods, namely negotiation and mediation.

Figure B-2 shows of the 410 total TNA contracts and awards settled between FYs 02-05:

- 90 percent were settled either through negotiation or mediation (including stipulated awards, since the parties settled their differences without an arbitrator's decision)
  - 26 percent negotiated;
  - 52 percent mediated;
  - 12 percent stipulated awards; and

- 10 percent went to binding arbitration for settlement (including second panel, as discussed in Chapter Four)
  - 90 percent first panel award; and
  - 10 percent second panel award.

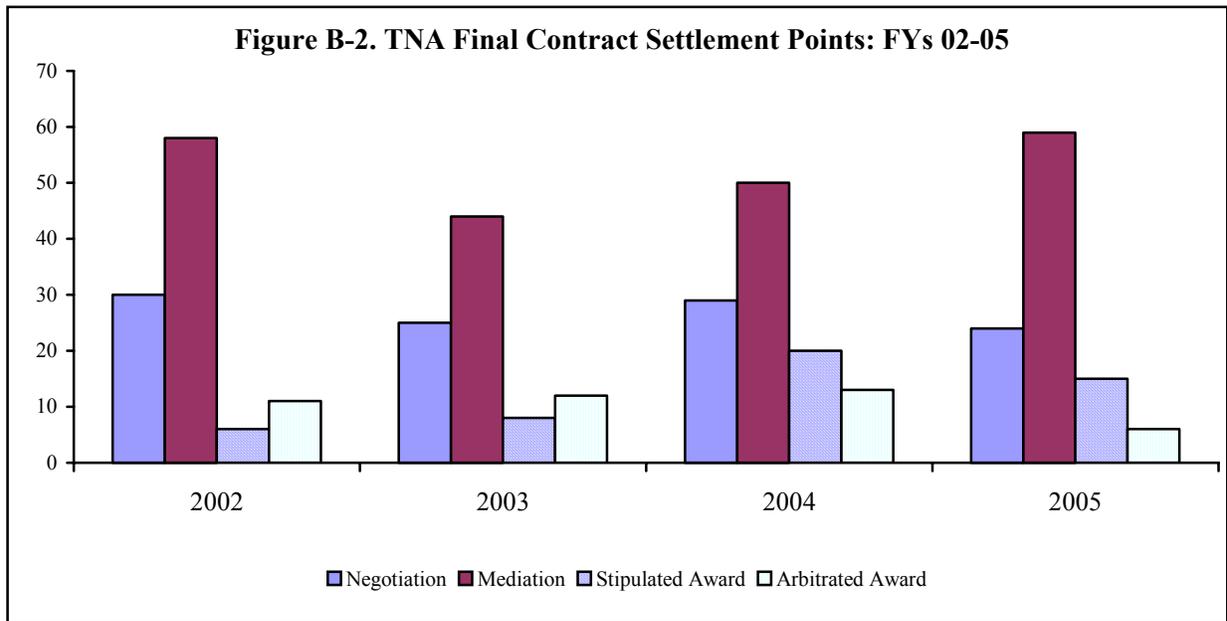
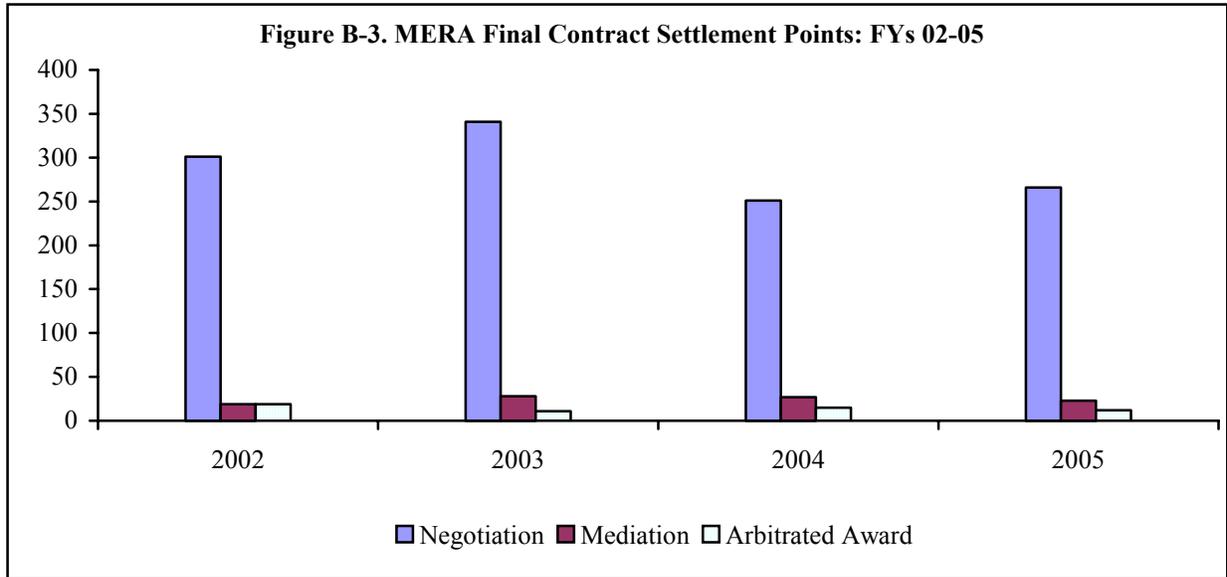


Figure B-3 shows of the 1,313 total MERA contracts and awards settled during FYs 02-05:

- 96 percent were settled through either negotiation or mediation
  - 88 percent negotiated;
  - 8 percent mediated; and
- 4 percent went to binding arbitration for settlement (including second panel)
  - 96 percent first panel award; and
  - 4 percent second panel award.



An analysis was conducted of the overall number and types of issues settled through arbitration, in addition to the information provided in Chapter Three. The analysis is provided below for teachers and administrators under TNA, and MERA.

**Teachers’ issues.** During the period analyzed, there were 63 teacher arbitration awards covering a total of 807 individual issues. The number of issues per teacher arbitration award ranged from 1 to 67 issues. One in seven awards (14 percent) had just a single issue. Half (51 percent) had between one and six issues, and one in ten had 31 or more arbitration issues to resolve. As far as the types of issues for awards involving teachers:

- at least one “wage” issue was arbitrated in 90 percent of the awards, with general wage increase issues in 87 percent of teacher awards analyzed;
- at least one “health insurance” issue was arbitrated in 49 percent of the awards, with health insurance premium cost share issues occurring in about one-third of the awards; and
- at least one “other” issue was arbitrated in 59 percent of the awards.

**Administrators’ issues.** A total of 15 administrator arbitrations (non-stipulated) covering 145 individual issues were settled between FYs 96-05. The number of issues per award ranged from 1 to 26 issues, with two having just a single issue. Over half (53 percent) had between one and three issues, while one-third had 18 or more arbitration issues to resolve. As far as the types of issues for awards involving administrators:

- at least one “wage” issue was arbitrated almost 93 percent of the time, with general wage increase issues in almost all of the administrator awards (93 percent);
- at least one “health insurance” issue was arbitrated in 47 percent of the awards, with health insurance premium cost share issues occurring in about one-third of the awards; and
- at least one “other” issue was arbitrated in half of the awards (53 percent).

**MERA issues.** A total of 221 MERA arbitration awards covering 3,218 individual issues were settled between FYs 96-05. Of the individual award issues:

- at least one “wage” issue was arbitrated in eight out of ten MERA arbitration awards, with general wage increase issues in 68 percent of the awards;
- at least one “health insurance” issue occurred in 58 percent of the awards, with health insurance premium cost share issues occurring in about 44 percent of the awards; and
- at least one “other” issue was arbitrated in three-quarters of the MERA awards (76 percent).

## Appendix C

### 2005-06 PANEL OF TNA MEDIATORS

<b>Mediator</b>	<b>Location</b>
Ruben Acosta	Simsbury
Peter Adomeit	West Hartford
Wendella Battey	Hartford
Nan Birdwhistell	Woodbridge
Peter Blum	Hartford
Susan Boyan	Vernon
Diane Zaar Cochran	Newtonville, MA
Leeland Cole-Chu	New London
J. Larry Foy	Simsbury
Susan Eileen Halperin	West Hartford
William DeVane Logue	West Hartford
Albert Murphy	Hartford
Rocco Orlando	Bethany
Nancy E. Peace	Newbury, MA
Frederick F. Ward, II	West Hartford
M. Jackson Webber	Hartford
Paul Zolan	Hartford

Source: Department of Education

## Appendix D

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### 2005-06 TNA ARBITRATORS REPRESENTING BOARDS OF EDUCATION

Arbitrator	Location
Brian Clemow	Hartford
Floyd Dugas	Milford
Donald Houston	Bridgeport
Loren Lettick	Wallingford
John Romanow	New Haven
Victor Muschell	Torrington
Dale Roberson	Ellington
Source: Department of Education	

## Appendix E

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### 2005-06 TNA ARBITRATORS REPRESENTING CERTIFIED EMPLOYEES

Arbitrator	Location
Gerald Braffman	Orange
Kevin Deneen	Windsor
Brian Doyle	Rocky Hill
James Ferguson	Rocky Hill
John Gesmonde	Hamden
Martin A. Gould	Hartford
Clifford Silvers	Milford
Source: Department of Education	

## Appendix F

### 2005-06 STATE BOARD OF MEDIATION AND ARBITRATION MANAGEMENT MEMBERS

Arbitrator	Location	SBMA Membership Status
David A. Ryan	Milford	Permanent
Michael C. Culhane	Waterbury	Permanent
Joseph E. Arborio	Wethersfield	Alternate
J. Stuart Boldry	East Woodstock	Alternate
Carroll A. Caffrey	Durham	Alternate
Daniel A. Camilliere	Wethersfield	Alternate
Robert V. Canning	North Branford	Alternate
Keith H. Chapman	Newington	Alternate
James B. Curtin, Esquire	North Haven	Alternate
David J. Dunn	Stratford	Alternate
William Goggin	Naugatuck	Alternate
John Leverty	Fairfield	Alternate
Frank H. Livingston	Manchester	Alternate
Harold S. Lynch, Jr.	Middlebury	Alternate
Tanya J. Malse	Southington	Alternate
Marc S. Mandell, Esquire	Norwich	Alternate
John B. Margenot, Jr.	Cos Cob	Alternate
Robert A. Massa	Wethersfield	Alternate
Russell J. Melita	Bethlehem	Alternate
Victor M. Muschell, Esquire	Torrington	Alternate
John F. O'Connell	Bridgeport	Alternate
Richard A. Podurgiel	Norwich	Alternate
John M. Romanow, Esquire	New Haven	Alternate
Betty H. Rosania	Wethersfield	Alternate
Frederick T. Sullivan	Waterbury	Alternate
Timothy Sullivan, Esquire	New Britain	Alternate
Louis Smith Votto, Esquire	West Haven	Alternate
Source: State Board of Mediation and Arbitration		

# Appendix G

## 2005-06 STATE BOARD OF MEDIATION AND ARBITRATION LABOR MEMBERS

<b>Arbitrator</b>	<b>Location</b>	<b>SBMA Membership Status</b>
Michael J. Ferrucci, Jr.	North Haven	Permanent
Raymond D. Shea	West Hartford	Permanent
Robert H. Brown	Watertown	Alternate
John P. Colangelo	West Hartford	Alternate
Barbara J. Collins, Esquire	Hartford	Alternate
Louis DeFilio	Branford	Alternate
Giro Esposito, Jr.	North Haven	Alternate
Frank R. Krzywicki	Shelton	Alternate
Dominick Lucenti	Bristol	Alternate
Madeline M. Matchko	Farmington	Alternate
David B. Mulholland	Tolland	Alternate
Anthony Truini	Trumbull	Alternate
Lionel Williams	Essex	Alternate

Source: State Board of Mediation and Arbitration

# Appendix H

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## MERA COLLECTIVE BARGAINING UNITS

AMERICAN SCH. FOR THE DEAF	Administrative Assts., Secretaries, Clerks, Teacher Aides (CFEPE)
ANDOVER	(BOE) Non-Certified (CSEA, L 760); Public Works (Co. 4, L 1303-368)
ANSONIA	(BOE) Paraprofessionals (CFEPE, L 2181); (BOE) Secretaries, Nurses (CFEPE, L 3543); (BOE) Food and Cafeteria service employees (Co. 4, L 3323); (BOE) Custodian / Maintenance (Teamsters, L 677); (BOE) Educational Personnel (CFEPE, L 3781); (BOE) Tutors (CFEPE, L 3781); City Hall (Co. 4, L 1303-208); Public Works (Co. 4, L 1303-65); Police; Library; Custodians; (HA) Clerical / Maintenance (Co. 4, L 1303-237)
ASHFORD	(BOE) Non-Certified (MEUI, L 506); Town Hall, DPW, Transfer Station (Co. 4, L 1303-293)
AVON	(BOE) School Nurses; (BOE) Custodians and Maintenance (NAME, L RI-270); (BOE) Paraprofessionals (CSEA); (BOE) Support Personnel (excl paras) (CSEA, L 760); Police (IBPO, L 541); Public Works (Co. 4, L 1303-096); Dispatchers (CILU, L 22)
BALTIC	DPW (MEUI)
BARKHAMSTED	(BOE) Custodial (Co. 4, L 1303-347); Town Hall and Public Works (NAME, L RI-221)
BEACON FALLS	Public Works (Co. 4, L 1303-414); Police (Co. 4, L 1303-415)
BERLIN	(BOE) Cafeteria (Co. 4, L 1303-043); (BOE) Cook Managers; (BOE) Custodians (Co. 4, L 1303-251); (BOE) Clerical / Secretaries (Berlin Association of Educational Clerical Personnel ); (BOE) School Aides (Co. 4, L 1303-276); White Collar (CILU, L 28); Blue Collar and animal control officers (CILU, L 52); Middle Management (CILU); Town Hall, Dispatcher, Nurses (CILU); Public Works (CILU); Supervisors (BMMA); Police (Co. 15)
BETHANY	Public Works (Co. 4, L 1303)
BETHEL	(BOE) Paraprofessionals (CSEA); (BOE) Custodians (Teamsters, L 677); (BOE) Cafeteria; (BOE) Secretaries (Co. 4, L 1303-146); (BOE) Nurses (UPSEU); Police Department (UPSEU); Dispatchers (NAGE, L R1-286); Clerical (CSEA, L 760); Public Works (Co. 4, L 1303-188); Supervisors (CSEA)
BLOOMFIELD	(BOE) Custodians, Bus Drivers, Maintenance, Cafeteria (CILU, L 42); (BOE) Secretaries / Paraprofessionals (CFEPE, L 4176); Police (CIPU); Clerical (CILU, L 15); Town Hall and public works (CILU, L 15)
BOLTON	(BOE) Custodial / Maintenance (Co. 4, L 1303); (BOE) Instructional Aides (Co. 4, L 1303-355); (BOE) Secretaries (Co. 4, L 1303-236); Supervisors (Co. 4, L 818); Non-Supervisors (Co. 4, L 1303-331); Public Works (Co. 4, L 1303-326); Town Hall, Library (Co. 4)
BOZRAH	(BOE) Non-Certified (CFEPE)

BRANFORD (BOE) Nurses / School Health Aides (Co. 4, L 1303-365);  
(BOE) Custodial / Maintenance (Co. 4, L 1303-348); Sewer Treatment Plant (UPSEU, L 424-5);  
(BOE) Paraprofessionals; Police (IBPO, L 459); Fire Fighters (IAFF); Public Works (Co. 4, L 1303-68);  
Town Hall (Co. 4, L 1303-090); Dispatcher (NAGE); Parks and Recreation (Co. 4)

BRIDGEPORT (BOE) Paraprofessionals (SCGA); (BOE) School Crossing Guards (Co. 4, L 1303-272);  
White Collar Professionals (Co. 4, L 1303-272); Blue Collar (Co. 4, L 1522); Police (NAGE, L R1-200)  
Fire Fighters (IAFF); Public Works/Dispatcher (Co. 4); Public Service (LIUNA, L 200);  
Nurses (New England Health Care Employees Union); Dental Hygienist (NUHHCU);  
Printing Tradesman (BTU); Professional and Technical (LIUNA); Town Hall (NAGE);  
Town Hall/Custodian (CLDC); Town Hall/Supervisors (CLDSBPE);  
Supervisors and Professionals (BCSA); City Attorneys (Co. 4);  
Health Care Center employees (Co. 4, L 1522); (HA) Supervisors (Co. 4, L 818);  
(HA) Clerical and other nonsupervisors (Co. 4, L 2311); (WA) Water employees (Co. 4, L1303);  
(TA) Supervisors / Dispatchers (Amalgamated Transit Union, L 1336A)

BRISTOL (BOE) Paraprofessionals (CFEPE, L 6012);  
(BOE) Professionals & Supervisors (Bristol Educational Secretaries Association);  
(BOE) Secretaries/Library Aides (Bristol Educational Secretaries Association); Police (Co. 15, L 754);  
Fire Fighters (Bristol Fire fighters); Clerical (Co. 4); Professionals and supervisors (CFEPE);  
Public Works (Co. 4, L 1338); City Hall (Co. 4, L233); Town Hall and Custodian / BMW (Co. 4);  
Nurses and other health district employees (Co. 4, L 1303-114);  
(HA) Maintenance & Clerical (Co. 4, L 1303-99)

BROOKFIELD (BOE) Teaching Assistants (CSEA, L 760); (BOE) Secretarial / Clerical (IFPTE, L 136);  
(BOE) Custodian (CSEA, L 760); (BOE) School Nurses (IFTPE, L 136); Police (Co. 15, L 1544);  
Town Hall; DPW (Co. 4, L 1303-371)

BROOKLYN Public Works (Co. 4, L 1303-204); (BOE) Non-Certified (Co. 4, L 1303-79)

BURLINGTON Highway (NAGE, L R1-221); Constables (Co. 15, L 2693); Police

CANAAN (BOE) Non-Certified Employees (Secretaries, Custodial, Paras & PT Cust.) (Co. 4, L 1303-343)

CANTERBURY (BOE) Secretaries / Library / LPN (MEUI, L 506); (BOE) Custodians (MEUI, L 506);  
(BOE) Paraprofessionals; (BOE) Bus Drivers

CANTON (BOE) Custodial / Maintenance (CILU, L 10); (BOE) Secretaries (Co. 4, L 1303-304);  
(BOE) Paraprofessionals; Office Staff / Secretary (NAGE); Clerical (NAGE, L R1-221); Police (Co. 15);  
Police Dispatchers (CILU, L 34); Highway/Parks/Sewer Departments (NAGE, L R1-198);  
Town Hall Supervisors (CLDSBPE); Trader (NAGE)

CAPITOL REGION EDUC. COUNCIL Paraprofessionals (Co. 4, L 1303)

CHAPLIN (BOE) Non-Certified (Co. 4, L 1303-388); (BOE) Paraprofessionals (Co. 4); DPW (Co. 4, L 1303-417)

CHESHIRE (BOE) Secretaries; (BOE) Custodians (Co. 4, L 1303-04);  
(BOE) Lunchroom / Playground (CSEA, L 760); (BOE) Instructional Assistants (CSEA, L 760);  
Dispatcher (CILU); Police (Co. 15); Fire Fighters; Town Hall (Co. 4);  
Public Works, Parks, Laborers (Co. 4, L 1303-202); Non-Supervisory (Co. 4, L 1303-374); Chesprocott Health  
District Nonsupervisory Employees (Co. 4, L 1303-384);  
Chesprocott Health District Professional Employees (Co. 4, L 1303-384)

CHESTER	Town Hall / Public Works (Co. 4, L 1303-286)
CLINTON	(BOE) Secretaries / Clerks (MEUI); (BOE) Paraprofessionals (MEUI, L 506); (BOE) Non-Certified; Dispatchers & Animal Control Officers (CILU, L 59); Police (IBPO); Highway, Landfill, Parks and Recreation (Co. 4, L 1303-008); Town Hall Clericals- non-supervisors (Co. 4, L 1303-199); Supervisor (Co. 4, L 818)
COLCHESTER	(BOE) Custodians (Co. 4, L 1303); (BOE) Noncertified (CFEPE); Fire Fighters (IAFF); Administrators (MEUI, L 506); Highway Maintenance (MEUI, L 506); Police; Town Hall (Co. 4, L 1303-254)
COLUMBIA	(BOE) Non-Certified (Co. 4, L 1303-377)
CORNWALL	(BOE) Non-Certified Employees (Co. 4, L 1303-352); Public Works (Co 4, L 1303-016)
COVENTRY	(BOE) Custodial, Repair and Maintenance (Co. 4); (BOE) Secretaries (Co. 4, L 1303-55); (BOE) Cafeteria Workers (Co. 4, L 1303-129); (BOE) Para-Educators (Co. 4, L 1303-323); (BOE) Nurses (Co. 4, L 1303-58); Custodians (Co. 4); Town Hall Employees (Co. 4, L 1303-84); Public Works (Co. 4, L 1303-05); Supervisors (Co. 4, L 818); Clerical (Co. 4, L 1303-084); Police (CIPU, L 16)
CROMWELL	(BOE) Custodians (MEUI, L 506); (BOE) Cafeteria Workers (MEUI, L 506); (BOE) Secretaries (MEUI, L 506); (BOE) Tutors (Co. 4, L 1303-328); (BOE) Nurses/Paras (Co. 4, L 1303-280); Civilian Police Dept. Personnel (NAGE, L R1-121) Administrative / Professional / Clerical (CILU, L 65); DPW (NAGE, L R1-158); Town Hall Employees (CILU, L 65); Police (IBPO)
DANBURY	(BOE) Secretaries (CSEA, L 760); (BOE) Clerical (CSEA, L 760); (BOE) Paraprof./Asst. Teachers / 1-on-1 Tutors (CSEA, L 760); (BOE) School Lunch Employees (Teamsters, L 677); (BOE) Nurses (Co. 4); Custodians, Maintenance and Drivers (CILU, L 35); Public Buildings (Teamsters, L 677); DPW (teamsters; L 677); Public Utilities (Teamsters, L 677); Chauffeurs and Warehouse (Teamsters, L 677); City Hall (CSEA, L 760); Traffic Engineers (CSEA, L 760); Police (Co. 15); Fire Fighters (IAFF); (HA) All Nonsupervisory (Co. 4, L 1303-402)
DARIEN	(BOE) Paraprofessionals (DEA); (BOE) Nurses (Co. 4); (BOE) Maintenance (Co. 4, 1303-252); (BOE) Cafeteria Workers (Co. 4, L 1303-357); (BOE) Custodians (Co. 4, L 1303-214); (BOE) Secretaries / Aides (Co. 4, L 1303-181); Technical/Clerical (Co. 4, L 1303-289); Labor/Trades (Co. 4, L 1303-292); Police (Darien Police Assn); DPW (Co. 4, L 1303-292); Town Hall Employees (Co. 4, L 1303-289)
DEEP RIVER	Town Hall (Organization of Municipal Employees Town of Deep River); Full & Part Time Municipal Employees (Organization of Municipal Employees Town of Deep River)
DERBY	(BOE) Custodians and Maintenance (Co. 4, L 1303-239); (BOE) Nurses & Paraprofessionals (CILU); (BOE) Secretaries (Co. 4, L 1303-297); City Hall Employees (Co. 4, L 1303-237); White Collar (Co. 4); Police (Co. 15, L 1376); Public Works / Water Pollution (Co. 4, L 1303-06)
DURHAM	Town Hall (Co. 4, L 1303-92)

EAST GRANBY (BOE) Non-Certified (Co. 4); Public Works, blue collar (Co. 4, L 1303-356);  
Town Hall / Custodian (Co. 4, L 1303-356); Police (IBPO)

EAST HADDAM (BOE) Non-Certified (CSEA, L 760); DPW (Teamsters); Town Hall (CSEA); Clerical (CSEA, L 760)

EAST HAMPTON (BOE) Paraprofessionals (MEUI, L 506); (BOE) Custodians (MEUI); (BOE) Nurses (MEUI, L 506);  
(BOE) Secretaries (MEUI); (BOE) Cafeteria (MEUI, L 506);  
(BOE) Administrators (East Hampton Administrators Association, L 42J); Police (IBPO, L 524);  
Public Works / Clerical (NAGE, L R1-216); Town Hall Employees (NAGE, L R1-216)

EAST HARTFORD (BOE) Custodial / Maintenance (Co. 4, L 193-3); (BOE) Paraprofessionals (CFEPE);  
(BOE) Non-Certified Supervisors (Co. 4, L 818); (BOE) Nurses (CFEPE, L 5044);  
(BOE) Secretaries (O&PEIU, L 6); Town Hall Employees (CSEA, L 760); Fire Fighters (IAFF);  
Dispatchers (CILU, L 3); Supervisors (Co. 4, L 818); Police (East Hartford Police Officers Union);  
Public Works, town parks and rec, blue collar (Co. 4, L 1174);  
(HA) Modernization Coord., Maintenance Supvr., Mgr. Of Bldg, Grounds & Facilities etc (Co. 4);  
(HA) Maintenance, blue collar unit (Co. 4, L 1303-353); (HA) Clerical (CSEA)

EAST HAVEN (BOE) Middle Management / Supervisors (Co. 4, L 818); (BOE) Cafeteria Workers (HREU, L 217);  
(BOE) Custodians / Maintenance (Co. 4, L 1344); (BOE) Secretaries (Co. 4, L 1303-111);  
(BOE) Nurses (Co. 4, L 1303-124); (BOE) Paraprofessionals (Co. 4, L 1303-159);  
Town Hall (Co. 4, L 1303-159); Police (Co. 15, L 1662); Town Supervisors (Co. 4, L 818);  
Fire Fighters (IAFF); DPW/WPCS/Public Svcs (Co. 4, L 1303-119);  
Dispatcher-Fire (Co. 4, L 1303-248)

EAST LYME (BOE) Custodial, Maintenance, Secretaries (Co. 4, L 1303-187); (BOE) Secretaries (Co. 4, L 1303-138);  
(BOE) Paraprofessionals; Police (Co. 15, L 2852); Administrative, Clerical, Maintenance (Co. 4, L 1303-229);  
Fire Fighters (IAFF); Town Hall clerical & Public Works (Co. 4, L 1303-229)

EAST WINDSOR (BOE) Custodians, Secretaries, Aides (CSEA, L 760) (BOE) Non-Certified (CSEA, L 760);  
(BOE) Cafeteria (CSEA, L 760); Supervisory (Co. 4, L 818); Police (Co. 15, L 3583);  
Clerical (Co. 4); DPW (Co. 4, L 1303-166); Town Hall (Co. 4, L 1303-192);  
(WPCA) Municipal (CILU)

EASTFORD (BOE) Paraprofessionals / Nurses (Co. 4, L 1303-320)

EASTON (BOE) Custodians (Co. 4, L 1303-002); (BOE) Non-Certified (SEIU, L 760); DPW (SEIU, L 760);  
Exempt (Co. 4); Non-Exempt (Co. 4); Fire Fighters (IAFF, L 1426); Police (Co. 15, L 2618);  
Town Employees (Co. 4, L 1303-406); Supervisors (Co. 4, L 818)

ELLINGTON (BOE) Van Drivers (Co. 4, L 1303-268); (BOE) Secretaries and Paraprofessionals (Ellington Educational Support  
Staff); (BOE) Custodial / Maintenance (Co. 4, L 1303-242);  
(BOE) Bookkeepers, Secretaries, Aides (Ellington Educational Support Staff);  
(BOE) Maintenance, Custodial, Food Service (Co. 4, L 1303-242);  
Part Time Uniformed and Investigatory Employees (Co. 15); Supervisory (CSEA, L 760);  
Clerical (CSEA, L 760); Public Works and custodians (Co. 4, L 1303-009); Town Hall (CSEA);  
White Collar Employees (CSEA, L 760)

ENFIELD (BOE) Instructional Assistants (SEIU, L 760); (BOE) Nurses (Enfield School Nurses' Association); (BOE) Cafeteria (Co. 4, L 1303-46); (BOE) Custodians (Co. 4, L 1303-46); (BOE) Clerical & Library Aides (Co. 4, L 1303-46); Professional / Technical (SEIU, L 531); Supervisors (SEIU, L 531); Public Works, Library, Dispatchers (Co. 4, L 2029); Clerical (Co. 4, L 1303-359); Police (Co. 15, L 798); Fire Fighters (IAFF, L 3059); Fire Fighters (Thompsonville) (IAFF, L 3059); (HA) Office / Maintenance (nonsupervisory) (Co. 4, L 1303-107)

ESSEX Public Works (Co. 4, L 1303-285); Maintenance Equipment Operator I & II (Co. 4); Police (IBPO)

FAIRFIELD (BOE) School Nurses (CSFT, L 34); (BOE) Custodial / Maintenance (Co. 4); (BOE) Secretaries (Fairfield Association of Education Secretaries); (BOE) Paraprofessionals; DPW (CILU, L 67); Police (IBPO, L 530); Telecommunicators (CWA, L 1103); Town Hall (non-supervisors) (Co. 4, L 2849); Fire Fighters IAFF, L 1426); Public Health Nurses (CFEPE, L 34); Clerical Employees-Town Hall (Co. 4, L 1303-366); Dispatchers (CWA); Professional and Technical Employees (Co. 4, L 1303-366); Town Hall/Library (Co. 4, L 1303-308); Town Employees (CILU, L 67)

FARMINGTON (BOE) Non-Certified Employees (CILU, L 60); Town Hall, Parks Dept (CILU, L 61); Supv. (CSEA/SEIU); Admin. Asst., Asst. Town. Eng. (CSEA/SEIU); Fire Fighters (IAFF, L 3103); Clerical, Labor, Trades (NAGE); Police (IBPO); DPW

FRANKLIN (BOE) Non-Certified (MEUI, L 506); DPW (MEUI, L 506)

GILBERT SCHOOL (BOE) Paraprofessionals

GLASTONBURY (BOE) Job Study (Co. 4, L 1303-197); (BOE) Maintainers, Cust, Bus Yard Personnel (CILU, L 27); (BOE) Secretaries / Paraprofessionals (Co. 4, L 1303-197); (BOE) Nurses (Co. 4, L 1303-219); Wastewater Treatment and Building Maintenance (Co. 4, L 1303-408); Police/Dispatcher (CIPU); DPW (CILU, L 36); Laborers (CILU, L 36)

GOSHEN Public Works (Co. 4, L 1303-302)

GRANBY (BOE) Secretaries / Clerical (CSEA, L 760); (BOE) Custodial / Maintenance (MEUI, L 506); (BOE) Paraprofessionals (Granby Education Support); Police (IBPO, L 581); DPW & Dispatchers (MEUI, L 506); Town Hall (Granby MEA)

GREENWICH (BOE) Education paraprofessionals (LIUNA, L 136); Fire Fighters (IAFF); Nurses (Co. 4, L 1303-222); Police (Silver Shield Association); Supt., Hghwys, Healthcare, Nurses, Pks, Traffic, Engineers, Social, Attys, Accts (LIUNA, L 136); Municipal/ Town Hall (GMEA); Management & Professional Level Employees (LIUNA); DPW (Teamsters); Supervisors (LIUNA); (HA) Maintenance (Teamsters, L 145)

GRISWOLD (BOE) Custodial, Maintenance, Security (MEUI, L 506); (BOE) Secretarial / Clerical (MEUI, L 506); (BOE) Instructional Assistants (MEUI, L 506); DPW (Co. 4, L 1303-133); Town Hall (Co. 4, L 1303-133); Nurses (GPHNS); Jewett City - Electric Light Plant (IBEW, L 42)

GROTON	(BOE) Custodians / Maintenance (Groton Schools Custodian & Maintenance Assoc. ); (BOE) Paraprofessionals (CSEA, L 760); (BOE) Secretaries (SEIU); Police -city (Co. 15); Police - town (Co. 15, L 3428); Public Works, Highway & Parks - town (USA, L 9411); Public Works - town (Co. 4); Highway - city; Supervisory (Co. 4, L 818); Middle Management (CSEA, L 91); Professional, Technical, Clerical (CILU, L 62); Town Hall - clerks (CSEA); Town Hall - Dispatcher - town (SEIU); Electric and Engineering - city (Co. 4, L 1303-135); Utility - Water / Sewer (USA, L 9411-01); Utility Supv - city (Co. 4, L 818); Utilities employees- city (Co. 4, L 1303-007); Water & Waste Treatment - city (USA); Fire Fighters - city (IAFF, L 1964); Poquonock Bridge Fire District (IAFF, L 2704)
GUILFORD	(BOE) Food Service Employees (HREU, L 217); (BOE) Clerical / Paraprofessional (Guilford Association of Educational Support Services ); (BOE) Nurses (Co. 4, L 1303-314); (BOE) Custodians (Co. 4, L 1303); Communications / Police Dispatchers (NAGE); Fire Fighters (IAFF); Ambulance (NAGE, L 137); Police (IBPO); DPW/Maintenance (Teamsters, L 443); Full-Time Investigatory and Uniformed Employees (IAFF)
HADDAM	Town Hall / Custodian (CSEA); clerical, white collar (CSEA, L 760)
HAMDEN	(BOE) Supervisors (Co. 4, L 818); (BOE) Nurses (UPSEU); (BOE) Secretarial, Clerical, Paraprofessionals (CILU); (BOE) Custodians and Maintenance; (BOE) Crossing Guards, security (Co. 4); (BOE) Cafeteria (Co. 4, L 1303-275); Supervisors (Co. 4); DPW (UPSEU); Town Hall (CILU); Library (Co. 4, L 1303-115); Recreation (CILU); Police (IBPO); Fire Fighters (IAFF, L 2687); Engineers (Co. 4); Dispatchers (CILU)
HARTFORD	(BOE) Crossing Guards (SCGA); (BOE) Supervisors (Co. 4, L 1018); (BOE) Secretaries (AFT, L 1018); (BOE) Support Supervisors; (BOE) Child Development Associates (CFEPE); (BOE) Special Police (CFEPE); (BOE) Nurses, Nurse Practitioners, Dental Hygienists, Therapists (Hartford Federation of Health Professionals); (BOE) Paraprofessionals (CFEPE, L 2221); (BOE) Substitute Teachers (Hartford Federation of School Substitute Teachers / CFEPE); (BOE) Custodians, Managers (Co. 4, L 818); (BOE) Support Personnel (Co. 4, L 1716); Public Library Professional / Non-Professional Employees (Co. 4, L 1716); Police (HPU); Fire Fighters (IAFF); Supervisory (HMEA); Managerial Employees (CWA, L 1298); Attorneys (MLA); Public Works / Town Hall (Co. 4); Town Hall / Supervisors (MEA); (HA) Supervisors (Co. 4, L 818); HA) Maintenance / Clerical (Co. 4, L 1161); Civic Center managers, employees (Co. 4, L 1716)
HARTLAND	(BOE) Paraprofessionals
HARWINTON	Public Works / Highway (Co. 4, L 1303-95); Town Hall / Library (Co. 4, L 1303-335)
HEBRON	(BOE) Custodians / Secretaries / Paraprofessionals (CSEA, L 760-59); DPW (Co. 4); Town Hall (Co. 4, L 1303-217)
KENT	(BOE) Paraprofessionals; Highway Dept. Full -Time (Teamsters, L 677)
KILLINGLY	(BOE) Instructional Assistants (Co. 4, L 3689); (BOE) Custodians, Secretaries, Library, Nurses Aides (Co. 4, L 1303-149); (BOE) Supervisors (Co. 4, L 818); (BOE) Bus Drivers and Mechanics (Co. 4, L 1303-261); (BOE) Nurses (Co. 4, L 1303-310); Public Works and Parks and Rec (Co. 4, L 1303-11); Highway Supervisors (Co. 4, L 818); Supervisors (Co. 4); Professional and Technical Employees (Co. 4, L 1303-411); Town Hall (Co. 4, L 1303-156)
KILLINGWORTH	Town Hall (Co. 4, L 1303-333)
LEARN	Full and Part time drivers (Teamsters, L 493)

LEBANON	(BOE) Paraprofessionals; (BOE) Secretaries (CSEA, L 760); (BOE) Custodians (CSEA, L 760); Highway Maintenance / Mechanic (SEIU, L 760); Town Hall (CSEA)
LEDYARD	(BOE) Custodians and Maintenance (Co. 4, L 1303); (BOE) Paraprofessionals (Co. 4, L 1303-103); (BOE) Secretaries (Co. 4, L 1303-103); Police (Co. 15, L 2693); Fire Fighters (IAFF, L 3167); Clerical, Middle Management, Library, WPCA (Co. 4, L 1303-184); Supervisors and professionals (Co. 4, L 818); DPW (Teamsters, L 493); Nurses (Co. 4, L 1303-182)
LISBON	(BOE) Non-Certified (MEUI, L 506); Municipal (MEUI, L 506)
LITCHFIELD	(BOE) Non-Certified (Co. 4); Supervisors (CSEA, L 760); Clerical (Co. 4, L 1303-329); Highway/Sewer (Co. 4, L 1303-094); Town Hall (Co. 4, L 1303-329)
MADISON	(BOE) Support Services (Madison Association of Educational Supportive Services); (BOE) School Cafeteria Employees (NAGE, L R1-222); (BOE) Custodian / Maintenance (Teamsters, L 443); Police (IBPO, L 456); Civilian Police Employees (NAGE, L R1-215); Police Clerical / Dispatchers (NAGE, R1-184); Dispatchers, Clerical (NAGE); Buildings and Grounds Maintenance (NAGE); DPW (Teamsters, L 443)
MANCHESTER	(BOE) Paraprofessionals (CFEPE, L 3175); (BOE) Supervisory (Co. 4); (BOE) Secretaries (Co. 4, L 1303-223); (BOE) Nurses (CSEA, L 760); (BOE) Tutors (AFT); (BOE) Cafeteria (Co. 4, L 991); (BOE) Hall Monitors (Co. 4, L 991); (BOE) Custodial / Maintenance (Co. 4, L 991); Fire Fighters (IAFF, L 1579); Library Workers (Co. 4, L 991); Police (Co. 15, L 1495); Dispatchers (IAFF); Residuals Unit (CSEA, L 760); Supervisory (CSEA, L 760); Civil Engineer, Traffic Engineer, Design Engineer, Public Works Manager (CSEA, L 760); DPW (Co. 4, L 991); Clerical/Technical (Co. 4, L 991); Comm. Dev. Prog. Managers, Training/Website Specialists (CSEA); Town Hall (MEIU)
MANSFIELD	(BOE) School Nurses (Mansfield School Nurses' Association); (BOE) Secretaries (Mansfield Public Schools Secretaries' Association); (BOE) Cafeteria / Custodial / Maintenance (MEUI); (BOE) Instructional Assistants (CSEA, L 760); Police (CSEA); DPW (CSEA, L 760); Professional/Technical (CSEA, L 760); Fire Fighters (IAFF)
MARLBOROUGH	(BOE) Paraprofessionals (Co. 4, L 1303-381); dpw (Teamsters, L 559)
MERIDEN	(BOE) Custodian, Maintenance, Matrons (AFT-CT, L 1478); (BOE) Clerical / Secretarial (CFEPE); (BOE) Paraprofessionals (CFEPE, L 1478); (BOE) Classified (CFEPE); (BOE) Supervisors (Co. 4, L 3886); (BOE) Community Educators (Co. 4, L 3886); (BOE) Cafeteria (Co. 4, L 3886); (BOE) Crossing Guards (Co. 4, L 3886); Clerical (Co. 4, L 595); Fire Fighters (IAFF); Public Health Nurses (CHCA, L 8); All City Employees (MME, L 595); Public Safety Dispatch (Co. 4, L 1303-405); Supervisors / Professionals (CWA, L 3430); Labor (Co. 4, L 740); DPW (Co. 4, L 740); Classified Employees (Co. 4, L 740); Police (Co. 15); Town Hall/Library (Co. 4); (HA) Supervisors (Co. 4, L 818); (Co. 4, L 1303-244); Parking Attendants (Co. 4, L 1303-412)
MDC	Blue Collar (Co. 4); Supervisors (Co. 4); Clerical (Co. 4); Engineers, Professional, Technic (Co. 4)
MIDDLEBURY	Police (CSEA, L 760); DPW (Teamsters, L 677); Leaders, Foremen, Crew, etal (Public Works) (Teamsters, L 677); Town Hall / Dispatcher (CSEA); Supervisors (SEIU)
MIDDLEFIELD	Fire fighters (IAFF); DPW (Co. 4, L 1303-283); Police (Co. 15); Town Hall (Co. 4, L 818)

MIDDLETOWN (BOE) Paraprofessionals (CFEPE, L 3161); (BOE) Non-Certified; South Fire District fire fighters / Lieutenants (IAFF, L 1073); South Fire District fire fighters (IAFF, L 3918); Police (Co. 15, L 1361); City Hall (Co. 4); Supervisors (CFEPE); Library (Co. 4, L 1303-85); City Employees, cafeteria employees (Co. 4, L 466)

MILFORD (BOE) Custodians / Maintenance (Co. 4, L 2018); (BOE) Secretaries (CILU, L 64); (BOE) Cafeteria and Library/Media Aides (HREU, L 217); (BOE) Clerical (CILU, L 64); (BOE) Paraprofessional (CFEPE); Permanent, Full Time Dispatchers (IAFF); DPW (Co. 4, L 1566); Fire Fighters (IAFF, L 944); Nurses (The Registered Professional Nurses Association); Police (Co. 15, L 899); Supervisors (NAGE, L R1-125); Various Clerical Levels (CILU); Professional Employees (CILU); Public Works, Custodians / Maintenance, Cafeteria Workers (Co. 4/HERE); Classified Salaried Employees (Co. 4, L 70); Town Hall (CILU); (HA) White Collar Employees (International Association of Machinists & Aerospace Workers ); Transit Authority Drivers (Amalgamated Transit Union)

MONROE (BOE) Custodial / Security (Co. 4, L 1303-167); (BOE) Secretaries (IFPTE, L 136); (BOE) Library; (BOE) Nurses; (BOE) Paraprofessionals (CSEA, L 760); Police (CIPU, L 15); Highway (CILU, L 44); Town Hall (IFPTE, L 136-1); Supervisors (Co. 4, L 818); Town Hall/Custodian (IFPTE)

MONTVILLE (BOE) Bus Drivers (Teamsters); (BOE) Paraprofessionals (CSEA, L 760); (BOE) Nurses; (BOE) Secretaries (CSEA, L 760); (BOE) Custodians (Teamsters, L 493); Fire Fighters (IAFF, L 3386); Management (Co. 4, L 818); Police Officers (Co. 15); Public Works (Co. 4, L 1303-051); Town Hall (Teamsters, L 493); Supervisors (MAME); WPCS (Co. 4, L 1303-341)

MORRIS Public Works / Highway (Co. 4, L 1303-105)

NAUGATUCK (BOE) Non-Certified Secretaries, Aides, Custodians, Cafeteria Employees (Co. 4, L 1303-50); (BOE) Supervisors; Police (Co. 15); Public Works (Co. 4, L 1303-012); Fire Fighters (IAFF); Supervisors (CSEA, L 760); White Collar Town Hall Employees (CILU, L 72); Town Hall, Dispatcher (CILU); Nurses (CHCA); Day Care (SEIU); Library; (HA) Maintenance / Office (USA, L 134); (HA) Office Administrator (UAW)

NEW BRITAIN (BOE) Non-Certified; (BOE) Paraprofessionals (CFEPE, L 2407); (BOE) Custodial / Clerical (Co. 4, L 1186); (BOE) Supervisors (Co. 4, L 818); Supervisors / Managers (Co. 4, L 818); Fire Fighters (New Britain Fire Fighters Union , L 992); Professional & Technical (Co. 4, L 1303-332); Blue Collar & Clerical (Co. 4); Dispatcher (Co. 4); Police (CILU, L 25); Library (nonsupervisors) (CSEA, L 760); City Hall / Public Works (Co. 4, L 1186); (HA) Supervisors (Co. 4, L 818); (HA) Clerical / Maintenance, non-supervisors (Co. 4, L 1186)

NEW CANAAN (BOE) Paraprofessionals; (BOE) Secretaries (Co. 4, L 1303-281); (BOE) Food Service (Co. 4, L 1303-288); (BOE) Custodial / Maintenance (Co. 4, L 1303-89); DPW (Co. 4); Police (Co. 15, L 1575); Fire Fighters (IAFF, L 3224)

NEW FAIRFIELD (BOE) Custodians and maintenance (CILU, L 9); (BOE) Paraprofessionals (CSEA, L 763); (BOE) Secretaries (CILU); Full-Time Dispatchers (Teamsters, L 677); Town Hall Employees/White collar (Co. 4, L 1303-213); Library (Co. 4, L 1303-305); Police (co. 15); DPW (Teamsters)

NEW HARTFORD (BOE) Custodians (Co. 4, L 1303-336); (BOE) Paraprofessionals (Co. 4, L 1303-367); (BOE) Secretaries/Health Aides/Clerical Asst (Co. 4, L 1303-386); Town Hall (NAME, R1-231); DPW (Co 4, L1303-014)

NEW HAVEN	(BOE) Cafeteria Workers (HREU, L 217); (BOE) Trades Employees (New Haven Building Trades Unions); (BOE) Clerical (Co. 4); (BOE) School Paraprofessionals (Co. 4, L 3429); (BOE) Custodians and Maintenance (Co. 4, L 287); (BOE) Security Aides (Co. 4, L 884); (BOE) Non-Certified (CFEPE, L 933); (BOE) Substitute Teachers (CFEPE, L 933); (BOE) Crossing Guards (CGA); Management / Supervisory (Co. 4, L 3144); Classified (Co. 4, L 818); Blue Collar Employees (CILU, L 71); Clerical (Co. 4); DPW (CILU, L 68); City Hall (Co. 4); Security; Police (Co. 15, L 530); Fire Fighters (IAFF, L 825); Day Care Staff (Co. 4, L 1303-102); (HA) Assistant Asset Managers (Co. 4); (HA) Supervisors (Co. 4, L 818); (HA) Clerical (Co. 4, L 713); (HA) Maintenance (Co. 4, L 713); (PA) Cashiers, Security, Maintenance (SEIU); (PA) Clerical / Maintenance / Management (SEIU); Waste Water (Co. 4, L 1303-393)
NEW LONDON	(BOE) Paraprofessionals; (BOE) Secretaries (Professional Secretaries Association); (BOE) Custodian Maintenance (Co. 4, L 1378(A)); Supervisors (Co. 4); City Employees (all salaried except directors) (Co. 4, L 1303-125); Police (Co. 15, L 724); Dispatchers (Co. 4); Parks Department and DPW (Co. 4, L 1378); Fire Fighters (IAFF); School Nurses (negotiate with Town) (Co. 4, L 1303-080); (HA) Custodial and Maintenance (Co. 4, L 1303-171); WPCS (Co. 4, L 1303-395)
NEW MILFORD	(BOE) Custodial / Maintenance (Teamsters, L 677); (BOE) Cafeteria Workers (New Milford Cafeteria Employees Association); (BOE) Computer Technicians (IFPTE, L 136); (BOE) Paraeducators (IFPTE, L 136-09); (BOE) Nurses (Co. 4, L 1303-154); (BOE) Secretaries (IFPTE, L 136); DPW (Teamsters, L 677); Police (IBPO, L 361); Town Employees (Co. 4, L 1303-183); Supervisory - Public Library (Co. 4, L 818)
NEWINGTON	(BOE) Paraprofessionals; (BOE) Non-Certified (Co. 4, L 2930); Police (IBPO); Town Hall
NEWTOWN	(BOE) Secretarial / Clerical (AFT, L 3785); (BOE) Nurses (Co. 4, L 1303-215); (BOE) Aides (IFPTE, L 136); (BOE) Custodians and Maintenance Personnel (AFT, L 3924); Maintainers I & II (Teamsters, L 145); Dispatchers (Co. 4, L 1303-136); Parks and Rec Dept (Teamsters, L 145); DPW (Co. 4, L 1303-200); Police (Co. 15, L 3153); Town Hall (CSEA, L 760); Health District (Newtown Health District Employees Association)
NORFOLK	(BOE) Custodians (Co. 4, L 1303-322); (BOE) Paraprofessionals; Public Works (Co. 4, L 1303-27)
NORTH BRANFORD	(BOE) Paraprofessionals (CFEPE); (BOE) Custodian / Maintenance (Co. 4, L 1303-54); (BOE) Nurses (Co. 4, L 1303-220); (BOE) Secretaries (Co. 4, L 1303-228); (BOE) Cafeteria (Co. 4, L 1303-382); Library Staff (Co. 4, L 1303-179); Public Works (Highway) (Co. 4, L 1303-18); Clerical/Custodial (Co. 4, L 1303-155); Police and Canine Control (IBPO); 911 Dispatchers (Co. 4); Town Hall (Co. 4, L 1303-155)
NORTH CANAAN	(BOE) Non-Certified (Co. 4, L 1303-269)
NORTH HAVEN	(BOE) Support Staff (Co. 4, L 1303-249); (BOE) Custodians, Tradesmen, Groundskeeper (Co. 4, L 1858); (BOE) School Nurses (CFEPE, L 933); Social Workers (Co. 4); Fire Fighters (IAFF); Police (CIPU, L 11); Public Works (CILU, L 58); Supervisors (Co. 4, L 818); Library (Co. 4, L 1303-147); Town Hall/Dispatchers (Co. 4, L 1303-265)
NORTH STONINGTON	(BOE) Secretaries / Clerical (North Stonington Association of Educational Secretaries ); (BOE) Custodians and Paraprofessionals; Highway (USA, L 9411); Clerical (MEUI)
NORWALK	(BOE) Custodians and Maintenance (C&M); (BOE) Paraprofessionals; (BOE) Cafeteria (Co. 4, L 1748); (BOE) Health Care Associates (CHCA); (BOE) Supervisors; Supervisors and Assistants (NASA); Fire Fighters (IAFF); Fire Marshall (IAFF, L 830); Grants Employees (Co. 4, L 2405); Police (Co. 15, L 1727); Executive Support Group; City Hall (MEA); DPW/Dispatcher (Co. 4, L 2405); Nurses (Co. 4, L 1303-163); South Norwalk Electric Works (IBEW, L 42); Miscellaneous Group of municipal employees (NMEA); Third Taxing District of City (Co. 4, L 1303-364); (TA) Bus Drivers, dispatcher, Mechanics, Helper (Co. 4, L 1303-186)

NORWICH (BOE) Custodians (SEIU, L 506); (BOE) Bus Drivers (MEUI, L 506); (BOE) Professional / Technical (New England Health Care Employees ); (BOE) Secretaries (Norwich Educational Secretaries Association); (BOE) Nurses (New England Health Care Employees Union); (BOE) Paraeducators (MEUI, L 506); DPW (Co. 4, L 818); DPW Supervisors (Co. 4, L 818); Fire Fighters (IAFF, L 892); Police (IBPO); Emergency Dispatchers (NAGE); Clerical, Fiscal, Administrative (CILU, L 11); Administrative (MEUI, L 506); City Hall Employees (CILU, L 11); Town Hall Supervisors (MEUI); (HA) Maintenance (CILU, L 37); (DPU) Gas, Electric, Water & Wastewater (IBEW, L 457); (DPU) Water (USA, L 7766); (DPU) Supervisory / Professional (Co. 4, L 818)

NORWICH FREE ACADEMY (BOE) Paraprofessionals

OLD LYME DPW (Co. 4, L 1303-311); Police (Co. 15)

OLD SAYBROOK (BOE) Paraprofessionals (CILU, L 53); (BOE) Secretaries (CILU, L 30); (BOE) Clerical (Co. 4, L 3270); (BOE) Custodians (Co. 4, L 1303-020); Supervisors (Co. 4, L 818). Police (IBPO, L 606); DPW (Co. 4); Town Hall, Public Works, Dispatcher (Co. 4, L 1303-278); Nurses (Co. 4)

ORANGE (BOE) Food Service Managers (Co. 4, L 1303-337); (BOE) General Food Worker (Co. 4, L 1303-337); (BOE) Central Office (Co. 4, L 1303-346); (BOE) Clerical and Paraprofessionals (CSEA, L 760); (BOE) Custodians (Co. 4, L 1303-22); DPW (Co. 4, L 1303); Investigatory / Uniformed Members (Police) (CIPU); Police Dispatchers CWA); School nurses (town) (Co. 4, L 1303-316); White Collar, Clerical (CSEA, L 760); Supervisory (NAGE, L R1-141); Town Hall (SEIU, L 760)

OXFORD (BOE) Custodians (Co. 4, L 1303-230); (BOE) Paraprofessionals (Co. 4, L 1303-245); (BOE) Secretaries and Clerks (Co. 4, L 1303-413); (BOE) Noncertified not already covered (Co. 4, L 1303-245); Police (Co. 15); DPW (Teamsters, L 677); Clerical (Co. 4, L 1303-177); Town Hall (Co. 4, L 1303-177); Supervisors (Co. 4, L 818); Clerical / Supervisors (Co. 4, L 1303-177/818); Library/Director (Co. 4)

PLAINFIELD (BOE) Secretaries (CSEA, L 760); (BOE) Bus Drivers and Mechanics (CSEA, L 760); (BOE) Custodians and Maintenance (NAGE); (BOE) Paraprofessionals (Co. 4, L 1303-189); (BOE) Nurses; Supervisors (Co. 4, L 818); DPW (MEUI); Dispatchers (Co. 4, L 1303-358); Police (IBPO, L 564); Town Hall (Co. 4, L 1303-185); Assessor, recreation Dir., building official, hwy. Supervisor, property supv. (Co. 4)

PLAINVILLE (BOE) Paraprofessionals (CSEA, L 760); (BOE) Secretaries / Clerks (Co. 4, L 1303-053); (BOE) Custodians (Co. 4, L 1303); (BOE) Nurses; DPW (Co. 4, L 1303-56); Police (Co. 15, L 1706); Town Hall / Dispatcher, Clerical, Library (NAME)

PLYMOUTH (BOE) Cafeteria (UAW, L 376); (BOE) Nurses (Plymouth School Nurses Association); (BOE) Secretaries / Paraprofessionals (UAW, L 376); (BOE) Non-Certified (UAW, L 376); Supervisors (UAW, L 376); Non-Supervisors (UAW, L 376); DPW (Co. 4, L 1303-93); Police (Co. 15); Nurses (CHCA); Dog Warden (Co. 4); Town Hall/Clerical (Co. 4, L 1303-151); WPCA Employees (Co. 4, L 1303-205)

POMFRET (BOE) Non-Certified (Co. 4, L 1303-339)

PORTLAND (BOE) Paraprofessionals (CFEPE, L 4659); (BOE) Custodial / Maintenance / Van Drivers (Co. 4, L 1303-144); (BOE) Secretary, Bookkeeper, Library / Media (Co. 4); DPW (Co. 4, L 1303-057); Clerical and Supervisors (MEUI); Police (Co. 15, L 2693N); Visiting Nurses Association (Co. 4, L 1303-250)

PRESTON (BOE) Paraprofessionals (MEUI, L 506); (BOE) Bus Drivers / Mechanics (CSEA, L 760); (BOE) Non-Certified (MEUI)

PROSPECT	Town Employees (Co. 4, L 1303-379); DPW (Co. 4, L 1303-379)
PUTNAM	(BOE) Custodians (Co. 4); (BOE) Paraprofessionals (Co. 4); (BOE) Nurses (United Nurses & Allied Professionals, L 5202); (BOE) Food Service (Co. 4); Police (IBPO, L 508); Town Hall and DPW (NAGE, L R1-192); Dispatcher (NAGE)
REDDING	(BOE) Non-Certified (Co. 4, L 1303-263); (BOE) Custodians (Co. 4); Police (Co. 15); Dispatcher (Co. 4); DPW (Co. 4, L 1303-1)
REGION #1	(BOE) Non-Certified (Co. 4, L 1303-266)
REGION #10	(BOE) Custodians (Co. 4, L 1303-81); (BOE) Support Staff (CSEA, L 760); (BOE) Paraprofessionals (CSEA, L 760)
REGION #11	(BOE) Paraprofessionals / Custodians (Co. 4, L 1303-241); (BOE) Secretaries (Co. 4, L 1303-226)
REGION #12	(BOE) School Nurses (CHCA); (BOE) Clerical (Co. 4, L 1303-131); (BOE) Custodians and Cafeteria (Co. 4, L 1303-109); (BOE) Paraprofessionals
REGION #13	(BOE) Secretaries, 10 month & 12 month (CFEPE, L 4914); (BOE) Non-Certified; (BOE) Custodians (Co. 4, L 1303-069)
REGION #14	(BOE) Nurses (Co. 4, L 1303-247); (BOE) Custodians (Teamsters, L 677); (BOE) Paraprofessionals (Co. 4, L 1303-257); (BOE) Cafeteria (CWA); (BOE) Secretaries (Secretary Association)
REGION #15	(BOE) Cafeteria Workers (Cafeteria Workers Association); (BOE) Secretary & Instructional Assistant (Pomperaug Association of Educational Personnel); (BOE) School Nurses (School Nurses Association); (BOE) Custodians (Teamsters, L 677)
REGION #15	(BOE) Custodians (Teamsters, L 677)
REGION #16	(BOE) Non-Certified (CSEA, L 760)
REGION #17	(BOE) Custodians (MEUI, L 506); (BOE) Support Services (Regional School District # 17 Support Services)
REGION #18	(BOE) Paraprofessionals
REGION #19	(BOE) Custodians/ Maintenance (Co. 4, L 1303-234); (BOE) Paraprofessionals
REGION #4	(BOE) Cafeteria Workers (Co. 4, L 1303-086); (BOE) Custodians (Co. 4, L 1303-086); (BOE) Secretaries, Clerical, Bookkeeping, School Nurse (Co. 4, L 1303-419); (BOE) Secretaries (CILU, L 57); (BOE) Paraprofessionals (SEIU, L 506)
REGION #5	(BOE) Nurses (Co. 4, L 1303-383); (BOE) Paraprofessionals (Co. 4, L 1303-221); (BOE) Secretaries (Co. 4, L 1303-78); (BOE) Custodial / Maintenance (Co. 4, L 1303-064); (BOE) Cafeteria (UNITE, L 217)
REGION #6	(BOE) Paraprofessionals
REGION #7	(BOE) Paraprofessionals (Co. 4, L 1303-203); (BOE) Secretaries (NESA); (BOE) Cafeteria (Co. 4, L 1303-327); (BOE) Custodians and Maintenance (Co. 4, L 1303-078); (BOE) Head Custodians; (BOE) Town Hall

REGION #8	(BOE) Non-Certified (CSEA, L 760); (BOE) Highway
REGION #9	(BOE) Non-Certified (SEIU, L 760)
RIDGEFIELD	(BOE) Paraprofessionals; (BOE) Custodial / Maintenance (Ridgefield Custodial and Maintenance Association); (BOE) Secretaries (SEUI, L 760); Town Hall (SEUI); Police (Co. 15, L 1235); Fire Fighters (IAFF, L 1739); DPW, Parks and Rec (Co. 4, L 1303-142); Animal Control Officer (Co. 15, L 1235); Clerical, tech, janitors (CSEA, L 760); Waste Water Treatment (Co. 4, L 1303-306)
ROCKY HILL	(BOE) Lunch Workers (NAGE, L R1-267); (BOE) Paraprofessionals (Co. 4, L 1303-145); (BOE) Secretaries (Co. 4, L 1303-201); (BOE) Nurses (CHCA); Clerical (Co. 4, L 1303-201); Library Assistants (CILU, L 39); Non-Supervisory (NAGE, L R1-288); Police (IBPO); Supervisors (Co. 4, L 818); Public Works, Parks and Rec (Co. 4); Town Hall white Collar (Co. 4, L 1303-112); Youth Services Counselor (Co. 4, L 1303-112); Town Treasurer / Account Manager (MEUI); Custodian (NAGE, L R1-266)
ROXBURY	Public Works (Teamsters, L 677); Divers, Labor, Maint., Mason (Teamsters, L 677)
SALEM	(BOE) Non-Certified (Co. 4, L 1303-349); DPW (Co. 4); Fire Fighters (IAFF); Police (Co. 15, L 2693S)
SALISBURY	(BOE) Non-Certified (Co. 4); DPW (Co. 4, L 1303-298)
SCOTLAND	(BOE) Paraprofessionals (MEUI)
SEYMOUR	(BOE) Secretaries (SEIU); (BOE) Custodians (Co. 4, L 1303-25); (BOE) Cafeteria, clerks and paraprofessionals (SSPA); Administrative / Clerical (Co. 4, L 1303-240); Town Hall, Library (Co. 4, L 1303-240); DPW (Co. 4, L 1303-240); Police (Co. 15); Supervisors (Co. 4, L 818)
SHELTON	(BOE) Paraprofessional Aides (Co. 4, L 1303-196); (BOE) Nurses (CFEPE); (BOE) Custodians, Maintenance, Matrons & Security (NAGE); (BOE) Clerical (Co. 4, L 1303-059); Supervisors (Co. 4, L 818); Police (Shelton Police Union, Inc.); Highway, Bridges, Parks, Maintenance, Custodians (CILU, L 29); Town Hall/Dispatcher (Co. 4); Clerical (Co. 4, L 1303-238); WPCS (Teamsters)
SHERMAN	(BOE) Non-Certified (Co. 4, L 1303-319)
SIMSBURY	(BOE) Custodial / Maintenance (NAGE, L R1-260); (BOE) Educational Personnel (CFEPE, L 3656); (BOE) Nurses (Simsbury School Nurses Assn); Dispatchers (CILU, L 41); Administrative and Professionals (NAGE); Administrative and Professionals (CSEA, L 760); Secretarial, Clerical, Library Town Employees (CSEA, L 760); DPW (CILU); Police (IBPO); Supervisors (SEIU)
SOMERS	(BOE) Secretaries / Paraprofessionals (Somers Educational Support Association); (BOE) Custodial / Maintenance (UFCW, L 1459); (BOE) Nurses (Co. 4, L 1303-290); Sanitarian, Planner, Building Official, Recreation Director (MEUI); Town Hall, DPW, Landfill (Co. 4, L 1303-375); Fire Fighters (IAFF); Constables (Co. 15, L 2693)
SOUTH WINDSOR	(BOE) Custodians (Co. 4, L 1303-29); (BOE) Nurses (South Windsor School Nurses Association); (BOE) Support Staff (Co. 4, L 1303-206); Dispatcher and WPCA (NAGE, L R1-208); Town Hall (CSEA); DPW (Co. 4, L 1303-28); Police (Co. 15, L 1480)
SOUTHBURY	Police (Co. 15); Dispatchers (IAFF); F/T Highway Department / Transfer Station Employees (Teamsters)

SOUTHINGTON (BOE) Non-Certified (Co. 4, L 1303); (BOE) Paraprofessionals (CSEA, L 760); Parks Supt. Rec. Dir. Asst. Fin. Dir. (UPSEU); Police (IBPO); Supervisors (Co. 4, L 818); Town Hall, Highway, Parks (Co. 4, L 1303-26); Dispatchers (Co. 4, L 1303-424); Fire Fighters (IAFF, L 2033); (HA) Non-Supervisors (Co. 4, L 1303-315); (Water Works) County & Municipal (Co. 4, L 1303-027)

SPRAGUE (BOE) Paraprofessionals; DPW (MEUI, L 506)

STAFFORD Non-Certified (CSEA, L 760); (BOE) Non-Certified (CSEA, L 760); DPW (MEUI); Town Hall and Family Services (Co. 4, L 1303-211); Police/Animal Control (Teamsters); Water Pollutions (WPCA EA)

STAMFORD (BOE) Food Services (Co. 4, L 1083); (BOE) Educational Assistants (Educational Assistants of Stamford Association); (BOE) Custodians / Maintenance (Educational Assistants of Stamford Association); (BOE) Security / Comm. Liaison (Co. 4, L 1083); Supervisors (Co. 4, L 2657); Police -sworn personnel (Stamford Police Association, Inc.); Attorneys (Co. 4, L 1303-191); Municipal/City Hall (Teamsters, L 145); Municipal/City Hall (UAW, L 2377); Nurses (Co. 4, L 465); Hygienists (Co. 4, L 1303-273); Library ; Fire Fighters (IAFF, L 786); Custodians; DPW, Golf Course, Traffic and Parking (Teamsters, L 145); (HA) Supervisors (Co. 4, L 818); (HA) Administrative/Clerical (Co. 4, L 1303-260); (HA) Maintenance (Teamsters, L 145); DPW/WPCS (Teamsters)

STERLING (BOE) Non-Certified

STONINGTON (BOE) Paraprofessionals (SEA); (BOE) Secretaries (Co. 4, L 1303-380); (BOE) Custodians (Co. 4, L 1303-170); (BOE) Nurses (Co. 4, L 1303-397); DPW (USA, L 9411); Administrative (CILU, L 54); Town Hall/Clerical/Custodial (Co. 4, L 1303-120); Police (IBPO); Prof Empl; Supervisors (SPAA/CILU, L 54); Water Pollution Control Employees (Co. 4, L 1303-232)

STRATFORD (BOE) Classroom and Lunch Assistants (UAW, L 376); (BOE) Nurses (New England Health Care Employees Union); (BOE) Secretaries (IFPTE); (BOE) Custodians (IFPTE, L 134A); Fire Fighters (IAFF, L 998); Clerical (IFPTE, L 136); Public Works Operatives (Stratford Public Works Association) ; Police (Co. 15); Supervisors (Co. 4, L 3804); Town Hall, Dispatcher (IFPTE)

SUFFIELD (BOE) Food Service (CILU, L 38); (BOE) Non-Certified (CILU, L 2); Police (CIPU, L 3); DPW (Teamsters, L 559); Clerical / Professional (CILU, L 14); Fire Fighters (IAFF, L 3565); Clerical/ Dispatchers (Teamsters, L 559); Town Hall, Parks and Rec, dispatchers, supervisors (Teamsters, L 10); Landfill & Highway Maintenance (CILU, L 531); Library (CILU, L 14); WPCS-water maintenance, clerical (CILU, L 5)

THOMASTON (BOE) Non-Certified (Co. 4, L 1303-97); DPW (Co. 4, L 1303-172); Police (Co. 15, L 50)

THOMPSON (BOE) Secretaries (Co. 4, L 1303-130); (BOE) Custodians (Co. 4, L 1303-070); (BOE) Paraprofessionals, Cafeteria Workers, Nurses (CSEA); (BOE) Bus Drivers (CSEA, L 760); (BOE) Non-Certified (CSEA, L 760); Town including Public Works (Co. 4, L 1303-031); Fire Fighters; WPCS all employees (Co. 4, L 1303-104)

TOLLAND (BOE) Paraprofessionals (CSEA, L 760); (BOE) Custodians (Co. 4, L 1303-233); (BOE) School Nurses (Tolland School Nurses); (BOE) Secretaries (CSEA, L 760); Maintenance (Teamsters, L 1035); Town Hall (CSEA, L 760); DPW (Teamsters, L 1035); Fire Fighters (IAFF)

TORRINGTON (BOE) Non-Certified (Co. 4, L 1579); City Hall - Clerical (Co. 4); City Hall (Co. 4, L 1579); DPW (Co. 4, L 1579); Fire Fighters (IAFF, L 1567); Supervisors (Co. 4, L 818); Police (Co. 15); System Foreman (Co. 4); Clerical (Co. 4, L 1579); (HA) Clerical, Maintenance, Security (Co. 4, L 1579)

TRUMBULL (BOE) Cafeteria (Co. 4, L 1303-034); (BOE) Clerical (Co. 4, L 1303137); (BOE) Custodial / Maintenance (Co. 4, L 1303-034); (BOE) Secretarial (Secretary Education Assn); (BOE) Supervisory (CILU); (BOE) Paraprofessionals (CSEA, L 760); Fire Marshall & Deputy Fire Marshall (Co. 4, L 1303-277); Town Hall; MATE-Town Employees (CILU, L 51); Town Hall Supervisors (UPSEU); DPW Supervisors (Co. 4, L 818); Public Works Non-Supervisors (Co. 4, L 1303-33); Police (Co. 15, L 1745); Plumbers (Co. 4); (HA) Maintenance (Co. 4, L 1303-404)

UNION (BOE) Paraprofessionals; DPW (Co. 4)

VERNON (BOE) Cafeteria (UFCW); (BOE) Paraprofessionals (CFEPE); (BOE) Library (Co. 4, L 1303-279); (BOE) Non-Certified (CFEPE); (BOE) Nurses (Vernon School Nurses Association ); (BOE) Secretaries / Custodial / Maintenance (Co. 4, L 1303-035); (BOE) Supervisors (Co. 4); DPW (Co. 4, L 1471); Public Works Supervisors (Co. 4, L 818); Professional Employees (Co. 4, L 818); Clerical DPW (Co. 4, L 1303-401); Police (CIPU, L 17); Police Civilians, Dispatchers (CILU, L 47); Water Pollution Control Supervisors (Co. 4, L 818)

VOLUNTOWN (BOE) Non-Certified (CSEA, L 760); Public Works/Town Hall (Co. 4, L 1303-258)

WALLINGFORD (BOE) Management (CILU, L 17); (BOE) School Nurses (CHCA); (BOE) Cafeteria (Co. 4, L 1303-62); (BOE) Paraprofessionals (CILU); (BOE) Custodians/ Maintenance (Co. 4, L 1303-60); (BOE) Secretaries (Co. 4, L 1303-173); Fire Fighters (IAFF, L 1326); Management (CILU, L 26); Service Employees (United Public Service Employees Union); Dispatcher (Co. 4); Police (Co. 15, L 1570); Various (Co. 4, L 1183); Electric Workers (IBEW, L 457); Public Works, Sewer, Clerical (Co. 4, L 1183); Electric/Clerical (IBEW, L 457); Supervisors / BOE Supervisors (CILU, L 17); Water Utility (IBEW, L 457); (HA) White and Blue Collar (Co. 4, L 1183A)

WARREN Road Maintenance (Teamsters, L 677)

WATERBURY (HA) Maintenance (SEIU); Managerial / Administrative (Co. 4); Housing & Community Dev. Employees (Co. 4); Blue Collar (Co. 4); (BOE) Clerical (CSEA); (BOE) Secretaries (SEIU); Nurses (Co. 4); (BOE) Paraprofessionals; City Hall/Dispatcher (WCEA); Police (Co. 15); Fire Fighters (IAFF); Supervisors (Co. 4); DPW (Co. 4); (BOE) Cafeteria (SEIU); (BOE) Social Workers (Co. 4)

WATERFORD (BOE) Food Service (NAGE, L R1-224); (BOE) Custodians (NAGE, L R1-133); (BOE) Secretaries (NAGE, L R1-161); (BOE) Paraprofessionals (Co. 4, L 1303-209); General Government Administrators (CILU, L 19); Police (Co. 15); Supervisors (CILU); Town Hall/DPW (Co. 4, L 1303-037); Public Health Nurses (Co. 4)

WATERTOWN (BOE) Nurses (Co. 4, L 1303-262); (BOE) Paraprofessionals (CFEPE, L 3960); (BOE) Cafeteria Employees (Co. 4, L 1049); (BOE) Custodial (Co. 4, L 1049); (BOE) Secretaries (Co. 4, L 1303-139); Highway, Parks, Water & Sewer (Co. 4); White Collar (CSEA, L 760); Police (Co. 15, L 541); Fire Fighters (Co. 4, L 1303-67); Town Hall (SEIU); Supervisors (SEIU)

WEST HARTFORD (BOE) Nurses (WHPSNA); (BOE) Food Service Managers (Co. 4, L 818); (BOE) Secretaries / Clerks (CFEPE, L 4306); (BOE) Supervisory Employees (Co. 4); (BOE) Professional Employees (CSEA); (BOE) Custodians (Co. 4, L 1303-39); (BOE) Custodial Supervisors (Co. 4, L 818); (BOE) Cafeteria Workers (HREU, L 217); (BOE) Paraprofessionals (CFEPE, L 3819); (BOE) Security (Co. 4, L 1303-340); (BOE) Maintenance (Co. 4, L 1303-61); (BOE) Printers (Co. 4, L 1303-195); School Crossing Guards (WHPEA); Police (Co. 15, L 1283); Dispatchers (CSEA, L 760); Bldg. Maintenance Unit (SEIU, L 531); Supervisory Unit (CSEA, L 760); Public Works Supervisors (SEIU); Public Works (Co. 4, L 1142); Grounds Maintenance Unit - Skilled Craft/Sys Maint. (CSEA, L 760); Professional and Management (CSEA, L 531); Technical/Professional (CSEA, L 760); Blue Collar (Co. 4, L 1142); Clerical (CSEA, L 760); Fire Fighters (IAFF, L 1341); Sanitation (SEIU)

WEST HAVEN (BOE) Supervisors (CWA); (BOE) Cafeteria Workers (Co. 4, L 1303-410); (BOE) Paraprofessionals (CFEPE, L 2262); (BOE) Clerical and Blue Collar (Co. 4, L 2706); (BOE) William Blake Administrative Center (CWA, L 1103); (BOE) Nurses (AFT, L 1547); (BOE) Non-Certified (Co. 4, L 2706); Police (Co. 15, L 895); ERS Dispatchers (CWA, L 1103); Nurses/Supervisors (CWA); City Hall & Public Works (Co. 4); Management (CWA); Supervisors; Fire Fighters / Officers (Allington) (IAFF, L 1198); Fire Fighters (Ist Taxation District) (WHPFF); Fire Fighters (West Shore) (IAFF, L 1198); White Collar and Blue Collar (Co. 4, L 681); (HA) Employees (Co. 4, L 1303-176)

WESTBROOK (BOE) Non-Certified (AFT); Clerical/Town Hall (Co. 4, L 1303-325); Police (Co. 15)

WESTON (BOE) Non-Certified Employees (Co. 4, L 1303-110); Police (Co. 15); DPW (Co. 4, L 1303-41); Dispatchers and Town Employees (Co. 4, L 1303-212); Bus Drivers (Co. 4, L 1303-110)

WESTPORT (BOE) Secretaries (Westport Association of Educational Secretaries); (BOE) Paraprofessionals (Westport Education Association of Paraprofessionals); (BOE) Custodians (NAGE, L R1-287); (BOE) Maintenance Workers (Co. 4, L 1303-225); (BOE) Nurses (Co. 4, L 1303-153); Clerical / Other (Co. 4, L 1303-387); DPW (Co. 4, L 1303-385); Fire Fighters (IAFF, L 1081); Police (Co. 15, L 2080); Civilian Dispatchers (Co. 4); (Public Library) Library Employees (Co. 4, L 1303-157); Parks and Recreation (Co. 4, L 1303-194); Custodian.\Maintenance (Co. 4)

WETHERSFIELD (BOE) Custodian / Maintenance (CSEA, L 760); (BOE) Secretarial / Clerical / Paraprofessional (CSEA, L 760); Secretarial / Dispatchers (Co. 4); Supervisors, Professional, Technical (Co. 4, L 818); Police Officers, Sgts, Lts (IBPO); Dispatchers / Public Works, Clerical, Technical (Co. 4, L 1303-408); Supervisors, Technical, Professional (Co. 4); Town Hall (Co. 4, L 1303-408); Physical Services Division (includes custodians, DPW) (Co. 4, L 1303-40); (HA) Blue Collar (Co. 4, L 1303-040)

WILLINGTON (BOE) Non-Certified (CSEA, L 760); Clerical / Road Crew (Co. 4, L 1303-121)

WILTON (BOE) Clerks, Aides, Secretaries (Co. 4, L 1303); (BOE) Paraprofessionals; (BOE) Custodians (Co. 4, L 1303-015); Police (Co. 15, L 1429); Town Hall, Dispatcher, Custodian (Co. 4, L 1303-160); Fire Fighters / Deputy Fire Marshal / Inspector (IAFF, L 2233); Fire fighters, Inspector, Deputy Marshall (Wilton Fire Fighters International Association); Fire Fighters (IAFF, L 2233); Municipal (Teamsters); Clerical, Assistant Town Clerk, Assistant Tax Collector, Parks Groundmen, etc.(Co. 4, L 1303-160); DPW (Teamsters, L 145)

WINCHESTER (BOE) Paraprofessionals, Secretaries and Typists (NAGE, L R1-234); Dispatchers (CILU, L 33); DPW (Co. 4, L 1303-44); Police (IBPO, L 330); Supervisors (SEIU); Clerical; Town Hall (NAME)

WINDHAM (BOE) Nurses; (BOE) Cafeteria; (BOE) Non-Certified; (BOE) Clerical, Secretarial (CSEA, L 760); (BOE) Maintenance (CFEPE, L 4832); (BOE) Custodians (Teamsters, L 493); (BOE) Crossing Guards (Co. 4, L 1303-116); (BOE) Educational Asst., Security, Community Workers (CFEPE, L 4832); Fire Fighters (IAFF, L 1033); Highway and DPW (Teamsters, L 493); Town Hall (Co. 4, L 1303-116); Police (IBPO); (Housing Authority of Willimantic) Maintenance (MEUI, L 506); Water Department Employees (SEUI, L 531)

WINDSOR (BOE) School Nurses (CSEA, L 760); (BOE) Custodians / Maintenance / Food Service (NAGE, L R1-176); (BOE) Paraprofessional (NAGE, L R1-140); (BOE) Clerical / Secretarial (CILU, L 73); Public Safety Dispatchers (CILU, L 45); Police (Windsor Police Department Employees Association (WPDEA); Public Works / Clerical (Town Hall) (CILU, L 66)

WINDSOR LOCKS (BOE) Special Ed. Paraprofessionals (CILU, L 4); (BOE) Secretaries (SEIU, L 531); (BOE) Custodians (CILU, L 8); (BOE) Cafeteria (CILU, L 12); Police (IBPO, L 523); Dispatcher (CILU); Town Hall (NAGE, L R1-177); Library employees (Co. 4, L 1303-351); DPW (NAGE, L R1-177)

WOLCOTT (BOE) Custodians (Co. 4, L 1303-45); (BOE) Secretaries, Teacher/Library Assistants, Computer Operators, Bookkeepers (CSEA, L 760); (BOE) Nurses (CSEA, L 760); (BOE) Cafeteria (Co. 4, L 1303-370); (BOE) Central Office Secretaries (Co. 4, L 1303-360); Clerical / Dispatch (Town Hall) (Co. 4, L 1303-198); Police (IBPO, L 332); DPW (Co. 4, L 1303-63)

WOODBRIIDGE (BOE) Paraprofessionals (Co. 4, L 1303-399); (BOE) Non-Certified (Teamsters, L 443); Police (NAGE); Town Hall, Public Works, Dispatcher (Co. 4, L 1303-100)

WOODBURY (BOE) Non-Certified (CSEA, L 760); Supervisors (CSEA, L 760); White Collar (CSEA, L 760); Police (CSEA, L 760); DPW (SEIU); Town Hall (SEIU); Clerical/Library (SEIU)

WOODSTOCK (BOE) Custodian / Maintenance (Co. 4, L 1303-300); (BOE) Teacher Assistants (Co. 4, L 1303-399); Highway (Teamsters, L 493); Clerical, Town Hall Employees (Co. 4, L 1303-296); Town Hall (Co. 4)

# Appendix I

## MUNICIPALITIES HAVING HIGHER OR LOWER FINANCIAL CAPABILITY BASED ON 2003 AENGLC RANKING

### Municipalities with Higher Financial Capability (ranked 1-56 on 2003 AENGLC)

1	NEW CANAAN	30	WARREN
2	GREENWICH	31	GOSHEN
3	DARIEN	32	WESTBROOK
4	WESTPORT	33	REGION #15
5	WESTON	33	TRUMBULL
6	WILTON	34	SOUTHBURY
7	RIDGEFIELD	35	SIMSBURY
8	EASTON	36	BROOKFIELD
9	LYME	37	KENT
10	ROXBURY	38	REGION #6
11	REGION #9	38	GUILFORD
11	SALISBURY	39	GLASTONBURY
12	REDDING	40	NORTH HAVEN
13	CORNWALL	41	NORWALK
14	WATERFORD	42	BETHANY
15	SHERMAN	43	REGION #1
16	REGION #12	43	NEWTOWN
16	WASHINGTON	44	EAST GRANBY
17	REGION #18	45	NEW FAIRFIELD
17	AVON	46	STONINGTON
18	WOODBRIIDGE	47	WOODBURY
19	OLD LYME	48	CANAAN
20	BRIDGEWATER	49	HADDAM
21	SHARON	50	BRANFORD
22	FAIRFIELD	51	MORRIS
23	STAMFORD	52	REGION #14
24	ORANGE	52	MONROE
25	ESSEX	53	NORFOLK
26	REGION #5	54	WEST HARTFORD
26	FARMINGTON	55	LITCHFIELD
27	MADISON	56	REGION #4
28	OLD SAYBROOK	56	CHESHIRE
29	MIDDLEBURY		

**Municipalities with Lower Financial Capability (ranked 113-169 on 2003 AENGLC)**

113	MANCHESTER	142	VERNON
114	NORTH CANAAN	143	TORRINGTON
115	SOMERS	144	LISBON
116	LEBANON	145	SPRAGUE
117	BEACON FALLS	146	PLYMOUTH
118	THOMASTON	147	NAUGATUCK
119	EASTFORD	148	STAFFORD
120	LEDYARD	149	CANTERBURY
121	SEYMOUR	150	EAST HAVEN
122	WOLCOTT	151	BROOKLYN
123	HAMDEN	152	THOMPSON
124	GROTON	153	STERLING
125	PLAINVILLE	154	REGION #19
126	COLCHESTER	154	KILLINGLY
127	PRESTON	155	WEST HAVEN
128	MIDDLETOWN	156	PUTNAM
129	COVENTRY	157	NORWICH
130	MONTVILLE	158	MERIDEN
131	ENFIELD	159	ANSONIA
132	HAMPTON	160	GRISWOLD
133	WILLINGTON	161	PLAINFIELD
134	SCOTLAND	162	WATERBURY
135	REGION #11	163	NEW LONDON
135	ASHFORD	164	MANSFIELD
136	CHAPLIN	165	WINDHAM
137	VOLUNTOWN	166	BRIDGEPORT
138	WINCHESTER	167	NEW BRITAIN
139	BRISTOL	168	NEW HAVEN
140	EAST HARTFORD	169	HARTFORD
141	DERBY		

**Appendix J**  
**Agency Response**



STATE OF CONNECTICUT  
STATE BOARD OF EDUCATION



February 27, 2006

The Honorable Catherine W. Cook, Co-Chairman  
The Honorable J. Brendan Sharkey, Co-Chairman  
Legislative Program Review and Investigations Committee  
State Capitol, Room 506  
Hartford, CT 06106

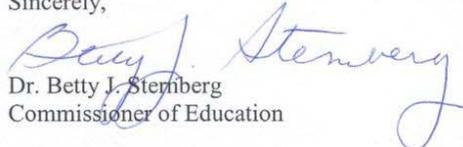
Dear Senator Cook and Representative Sharkey:

I would like to thank you for the opportunity to comment on the committee's report entitled "Binding Arbitration for Municipal and School Employees," dated January 2006. I would also like to compliment the committee and staff members Brian Beisel and Miriam Kluger for the thorough and professional inquiry into an extremely important labor and education issue.

I believe the recommendations present some important questions that merit discussion and your consideration. However, the State Department of Education's function is to administer the law, and since the recommendations do not appear to have a major impact on our obligations, we will take no position on them. We believe it is best left to the practitioners and other interested parties to determine whether adoption of the recommendations will further the goals of the Teacher Negotiation Act.

Please contact me if you have any questions.

Sincerely,

  
Dr. Betty J. Sternberg  
Commissioner of Education

BJS:kf

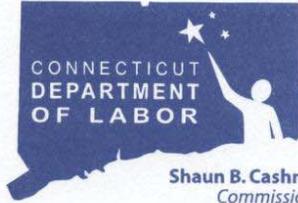
cc: Carrie Vibbert, Director

g:kjTNA-Program Review and Investigation

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**Shaun B. Cashman**  
Commissioner

February 27, 2006

Ms. Carrie E. Vibert  
Director  
Legislative Program Review and  
Investigations Committee  
State Capitol, Room 506  
Hartford, CT 06106

Dear Ms. Vibert:

Thank you for the opportunity to review and comment on the draft final report, "Binding Arbitration for Municipal and School Employees". I greatly appreciate the hard work of the Committee staff and their close cooperation with the DOL staff in the development of the draft final report as it pertains to our role in binding arbitration pursuant to the Municipal Employee Relations Act (MERA). Once again, the Program Review Committee has produced a very valuable document.

I would like to make a formal agency response to certain parts of the report. My response is based on the historic role of the State Board of Mediation and Arbitration (SBMA). The SBMA has performed a key role in fostering good labor-management relations in Connecticut for more than one hundred years. The goal of the SBMA is to help resolve labor-management disputes and create and maintain good relations between labor and management. I fully agree with your conclusion that the binding arbitration process is working, but I respectfully suggest that certain recommendations in the report could have the unintended effect of causing the process to work less well. In this regard, please note that we will only speak of issues that we believe affect the process and not those that are more substantive in nature. By this we preserve our place as a neutral entity.

I strongly believe that the MERA mutual waiver process should be maintained and not be subject to a one-year deadline. As the report notes, the present law provides that by the mutual decision of the local parties MERA timeframes may be waived. This is commonly the case. Local towns have many more collective bargaining contracts than local boards of education. As was recognized in an



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earlier PRI study in Connecticut, there is a limited circle of individuals whom the parties call upon to represent them in labor-management relations (which mirrors the private sector). The parties make their choices based on who they believe will best represent and serve the interests of their municipality or union. We believe this local control should remain in place. At the time when binding arbitration was being proposed for municipal employees, there were individuals who testified that the process was often delayed, but those delays were unilaterally imposed by one side. The present process requires the mutual agreement of both parties. Absent such mutual agreement, the statutory timeframes control. Therefore, I must disagree with the conclusion contained in recommendation number five which would impose a one-year waiver limit. The present process is working.

I would also like to make comments on recommendations one and eight. Binding arbitration has always been reserved for those issues on which the parties, after considerable effort, cannot reach mutual agreement. Items which the parties have already agreed to have never been part of the binding arbitration award. I believe this separation serves to facilitate the reaching of local agreements and making the recommended change could result in less local mutual agreements and the bringing of more issues to binding arbitration. Recommendation eight, which as I understand it would require a study of this subject, is in my view not necessary, as the matter has always been a settled one.

In binding arbitration, the SBMA accomplishes its goal of labor-management peace in two ways. It is the administrator and facilitator of the process of binding arbitration and it provides professional mediators to assist labor and management to reach mutually satisfactory agreements short of binding arbitration.

With the exception of mediation, the SBMA does not involve itself in the substance of the matters between the parties. The mediators, in addition to their facilitating role, often formulate substantive agreements, which the parties then properly adopt as their own. In all their activities, the mediators are bound by confidentiality and testimonial privilege. Therefore, while I agree that there is great value in the review of binding arbitration awards, these reviews are performed in order to best inform our mediators so they can most effectively carry out their duties. We have been conducting such a review within the constraints of our budget. In addition, we have a long and valuable working relationship with the CCM and others in the gathering and sharing of such information. Where I am concerned is in the assumption of any role where the SBMA would be overlooking the substance of negotiations or awards, which has always been the exclusive purview of the parties. Therefore, a review of the

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awards, which would in any way be disruptive to labor and management and the present process, would in our opinion be harmful to the system.

I would also like to comment on a few other items in the draft final report:

- While an appeal to court may be made on an arbitration award, it is not generally considered a step in arbitration under MERA. This is because, as the report clearly indicates, Sec. 52-418 provides narrow criteria for appeal and exists not just for the MERA but applies to a number of other forms of arbitration beyond binding arbitration.
- While arbitration may be conducted by a single person, it proceeds almost in every instance with a three-person panel.
- In some cases, costs are much lower because labor and/or management choose as their advocate arbitrator either another union staff person or a management personnel director.
- In MERA negotiations, the chief financial officer generally reports to the mayor or board of selectmen, so their input is direct whereas there could be some separation in board of education negotiations.
- Finally in recognizing the pressure of time attached to the PRI process, I would ask that the respective staffs continue to work together especially in certain statistical areas where some uncertainty seems to exist.

Once again, I congratulate the fine work of your office, especially Miriam and Brian. They are true professionals in every best sense of that word.

Sincerely,



Shaun B. Cashman  
Commissioner

cc Brian R. Beisel, Principal Analyst  
Miriam P. Kluger, Principal Analyst

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