



JUDICIARY COMMITTEE
Public Hearing
Monday, March 3, 2008

Connecticut Education
Association

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Comments Regarding
AN ACT ADOPTING THE REVISED UNIFORM ARBITRATION ACT
Raised H.B. 5531 (LCO 1806)
Submitted by the CEA Legal Department

This written testimony is being submitted by Ronald Cordilico, Legal Counsel to the Connecticut Education Association. The CEA opposes Raised H.B. 5531, AN ACT ADOPTING THE REVISED UNIFORM ARBITRATION ACT, as applied to arbitrations done pursuant to a collective bargaining agreement. The CEA represents over 37,000 teachers covered by over 150 collective bargaining agreements. This means that CEA locals file more grievance arbitrations than any other group.

Grievance arbitration, in the context of collective bargaining, has had a long and successful history in Connecticut. As a system of alternative dispute resolution to judicial determination, grievance arbitration has received strong support from both the Connecticut courts and legislature. In the late 1970's, the Connecticut Supreme Court, in Board of Education of the Town of Greenwich v. Frey, 174 Conn. 578 (1978), adopted the "positive assurance test" first enunciated by the United States Supreme Court in United Steel Workers of America v. Gulf and Warrior Navigation Company, 363 U.S. 574, 80 S.Ct. 1347, 1354, 4 L.Ed. 2d 1409 (1960). Under this test,

unless it could be said with "positive assurance" that a grievance was not susceptible of an interpretation that would cover the asserted dispute, the matter was deemed to be arbitrable. In 1997, the Connecticut Legislature amended Connecticut General Statutes, Section 52-418, to provide that where an arbitration award is made pursuant to a collective bargaining agreement and the award is defective, a court, upon vacating an award, shall remand it to the original arbitrator or to a new arbitrator. These two examples of support by the Connecticut courts and legislature show why arbitration in collective bargaining has been so successful and efficient in Connecticut.

Raised H.B. 5531 confuses the role of the arbitrator and the court. For example, at the present time, under C.G.S. Section 52-418, a court must order a re-hearing upon vacating an award that it not "final and definite." Under Raised H.B. 5531, Sec. 20, it is the arbitrator who may modify, upon the motion of a party, the award if it is not final and definite rather than the court. If the arbitrator refuses to modify the award, there is no remedy since the court under Sec. 24 would not have the power to vacate and remand for this reason.

In sum, the old adage that "things not necessary to change are necessary not to change" should be applied to Raised H.B. 5531 as it applies to arbitration under collective bargaining agreements.

By 
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