



TESTIMONY
OF THE
CONNECTICUT CONFERENCE OF MUNICIPALITIES
TO THE
LABOR & PUBLIC EMPLOYEES COMMITTEE

March 4, 2010

CCM is Connecticut's statewide association of towns and cities and the voice of local government - your partners in governing Connecticut. Our members represent over 90% of Connecticut's population. We appreciate this opportunity to testify before this joint committee on issues of concern to towns and cities.

HB 5283 "An Act Concerning Timetables for Municipal Binding Arbitration"

Similar to the rules established under the Teacher Negotiation Act (TNA) – this proposal would establish strict timetables under the Municipal Employees Relations Act (MERA) by eliminating the option to modify, defer, or waive negotiation deadlines.

CCM **supports HB 5283** as a modest reform that would provide much-needed finality to the collective bargaining process.

In 2006, the General Assembly's Program Review & Investigations (PRI) Committee published a report analyzing various aspects of the binding arbitration process. Among the report's recommendations, was a proposal that would have required both parties of an expired collective bargaining agreement to "follow the mandatory timetable for arbitration outlined in C.G.S. Sec. 7-473c" (*though, this proposal first allowed for a 1-year grace period*)¹. CCM supports HB 5283 a reasonable variation of this PRI recommendation.

The PRI report noted that in 1980, 80% of contracts were extended beyond their expiration dates – while that figure rose to 87% between the time periods of FYs 02-05. Thus, the report concluded that "**the notion that the advent of binding arbitration under MERA would lessen the length of the time settlements occur after contracts expire has not held true.**"² [emphasis added]

It is no secret that there is a disconnect between the practice of binding arbitration and the intent of the law. This reality was documented in the 2006 PRI report, which discovered "**an upward trend in the board not imposing binding arbitration upon the 30-day time period required by statute.**" Consequently, the state board did not enforce such timelines in approximately 56% of these contracts from FY 02 to FY05 – while in FY05 alone, timelines were not enforced in 68% of the contracts.³

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¹ "Binding Arbitration: Municipal and School Employee," Legislative Program Review and Investigations Committee, January 2006.

² Ibid.

³ Ibid.

Local officials concur with the findings of the non-partisan PRI staff that “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.”⁴ **HB 5283 would seek to restore that element of timeliness which exists for the TNA but not for MERA.**

CCM urges the Committee to **favorably report HB 5283.**



If you have any questions, please call Bob Labanara or Ron Thomas of CCM at (203) 498-3000

⁴ Ibid.