

**Legislators:** Thank you for your time and consideration. I urge you to support S.B.934, "*An Act Concerning the Reasonable Assurance Doctrine Under the Unemployment Compensation Act*", because a concrete definition of what does and does not constitute reasonable assurance is desperately needed.

Currently, the Labor Department inconsistently and unreasonably applies the statute governing this issue, namely #31-227(d). To claimants such as myself, it is unclear what criteria they are often using in the application (or not) of the aforementioned statute. Maybe they flip a coin, perhaps they use the phases of the moon. We the claimants just aren't sure.

In the current CSU-AAUP collective bargaining agreement, article 4.6 **CLEARLY** states that "part-time members (non-tenured part-time instructors such as myself) have no guarantee of continuing employment". In addition, the appointments or offers of employment we receive are contingent upon a number of significant factors. These include, adequate course enrollment, budgetary or financial constraints and the unavailability of regular full-time faculty, that is, if the need arises, the course(s) may be reassigned to regular full-time faculty. Having also taught courses within the Connecticut Community College system, again as a non-tenured part-time instructor, those appointments or offers of employment are **ALSO** governed by a set of similar contingent factors. I would add to this the following. No provision exists within the aforementioned article 4.6 equating length of service or the accumulation of "X" number of teaching credits with a guarantee of employment. Article 4.6 is part of a negotiated collective bargaining agreement to which the state of Connecticut, through the CSU, is a willing and, I would like to believe, a good faith partner. For purposes of employing or not employing part-time faculty, the state puts article 4.6 at the forefront. However, when we attempt to claim unemployment, the state casts it aside and chooses to ignore it because it is now an inconvenience. In addition, if the chair of my department were to summon me to his office and tell me "your services are no longer needed", I would have no recourse. There is no provision within article 4.6 that precludes this from happening. When you combine and consider all of the above, it **DOES NOT CONSTITUTE REASONABLE ASSURANCE.** Yet when confronted with these facts, the Labor department, more often than

not, doesn't care. They look at you as if you're speaking some exotic foreign language.

As precedent for changing the current statute, I cite the case of "Cervisi v California Unemployment Insurance Appeals Board" from 1989/1990. In that particular case, the California Superior Court found that **ANY** offers made to non-tenured part-time instructors at institutes of higher education, whether those offers were verbal or written, any offer contingent upon factors such as enrollment or budget/funding **DID NOT CONSTITUTE REASONABLE ASSURANCE**. This ruling was subsequently upheld by the California Appellate Court. The state of Washington, in 2000/2001, enacted legislation to similarly address the reasonable assurance issue. And, like Connecticut, the state of New York is also currently considering legislation regarding this issue. I would add to this the fact that in Connecticut, there are certain types of employees who are able to collect unemployment even though they have reasonable assurance of re-employment. As an example, the food service workers at CCSU. At the end of each semester, each employee is given a green "shut down or temporary layoff" form. Their employer fills out the form, the employee signs it, submits it to the labor department and the labor department takes care of the rest. No fuss, no muss. Well isn't that nice?

At this point you may be asking yourselves, "Oh why don't they just go and teach a summer or intersession course?" If it were only that easy. Tenured and tenure-track, regular full-time faculty have the right of first refusal on ANY summer or intersession courses. And they rarely, if ever refuse them.

As many of you know, the salaries of part-time faculty are considerably less than those of our full-time colleagues. We are compensated only for the classes we teach and, in most cases, we receive no benefits, or simply don't qualify for them e.g., health insurance. Allowing us to collect unemployment between semesters makes sense from an economic standpoint. Like everyone else, we have groceries to buy, bills to pay etc. The money we would receive from unemployment would go right into and stimulate the local economy. In fact, **ALL** of the money I had collected from unemployment in 2010 went to pay for my health insurance. You

should also know that the state appealed regarding the unemployment I received over the summer of 2010. They won, I lost. I now have an appeal before the Board of Review regarding that decision. If I lose, I will appeal to the Superior Court and, if I lose there, I will be ordered to pay back that money. Again, the money I used to pay for my health insurance.

When you add up all the information I've presented in my testimony, I've hopefully proved to all of you that the concept of reasonable assurance is not valid in this particular case. And, that 31-227(d) of the Connecticut general statutes is **DISCRIMINATORY**. It **DISCRIMINATES** against **ONE** particular type of employee.

To close, I again implore you to support S.B.934. I would add that when it hopefully passes the legislature and is signed into law by our Governor, **PLEASE**, **PLEASE** enact it **IMMEDIATELY WITHOUT DELAY**. Because without a summer or intersession course or this greatly needed safety net, it's a long, long time between that last paycheck in mid May and that first paycheck at the end of September/beginning of October. If that latter paycheck is even forthcoming.

Again, thank you for your time and consideration,

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