



Labor and Public Employees Committee

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Testimony

By

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Senator Winfield, Representative Tercyak and members of the Labor and Public Employees Committee, my name is Michael J. Eagen and I am Director of the Office of Faculty and Staff Labor Relations and Counsel in the Office of the General Counsel at the University of Connecticut.

Thank you for the opportunity to testify regarding Raised Bill 6876, *An Act Concerning Public Institutions of Higher Education and Collective Bargaining Agreements*. Raised Bill 6876 would negate an important and longstanding part of the collective bargaining agreement for faculty at the University of Connecticut and undermine important provisions of the State Employee Relations Act.

The University of Connecticut and the American Association of University Professors (AAUP) have two collective bargaining agreements covering the University's faculty, one for Storrs and one for the Health Center. The contractual grievance procedure in both contracts contains this language:

"If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure."

The proposed bill seeks to prohibit the AAUP and UConn from keeping this language as part of their collective bargaining agreements after their current agreements expire. There is no good reason for such a prohibition. The language does not prevent an employee from filing a contractual grievance and also filing an administrative complaint and a lawsuit about the same allegations. It merely requires that the employee use the contractual grievance procedure first. If the employee is not satisfied with the result, he or she can then proceed with administrative and court actions.

The language in the Storrs agreement was proposed by the AAUP in 1977 and accepted as part of UConn's first faculty contract. It avoids duplicative grievance proceedings when an employee chooses to bypass the contractual process and proceed directly to an administrative complaint or lawsuit. Both the Union and the University have found this to be an effective way to

foster resolution of disputes and to conserve resources. The bill seeks to prohibit this collectively bargained contract term, which has been mutually beneficial to labor and management.

It is our understanding that the bill was requested by the United Auto Workers (UAW) on behalf of its affiliate the Graduate Employees Union (GEU), which represents students who are appointed as Graduate Assistants (GAs) at UConn. The University and the GEU are currently engaged in bargaining their first contract. During negotiations the University proposed that the language from the AAUP contract be included in the contract for the GAs. The GEU rejected this, and so far the parties are still at odds about the issue.

The State Employee Relations Act provides that issues on which the parties reach impasse get resolved through binding arbitration. Passage of RB 6876 would circumvent the statutory binding arbitration procedure. Passage would also legislatively condemn a collectively bargained contract provision that has been followed and relied upon by UConn and the AAUP for nearly 40 years.

The State Employee Relations Act encourages public unions and state employers to reach agreements through bargaining and provides binding arbitration to resolve issues when the parties cannot do so themselves. It would weaken and undermine this balanced statutory approach if public unions or state employers could circumvent the Act by having the General Assembly decide a specific issue of contract wording like this one. I urge you to reject RB 6876.