CONNECTICUT DEPARTMENT OF LABOR
Partner of the American Job Center Network

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October 19, 2026

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

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RE: Federation of Technical College
Teachers, Local 1942, AFT, AFL-CIO
-and-
State of Connecticut Board of Regents for Higher Education

State of Connecticut Board of Regents for Higher Education
-and-
Federation of Technical College
Teachers, Local 1942, AFT, AFL-CIO

Case Nos. SEPP-35,816 & SDR-35,878
Decision No. 5420

Dear Counsel:

Enclosed is a copy of the Decision and Order and Declaratory Ruling issued by the Connecticut State Board of Labor Relations in the above-captioned matter.

Sincerely,

CONNECTICUT STATE BOARD OF LABOR RELATIONS

Frank N. Cassetta, General Counsel
FNC: jc

STATE OF CONNECTICUT
LABOR DEPARTMENT

CONNECTICUT STATE BOARD OF LABOR RELATIONS

IN THE MATTER OF

FEDERATION OF TECHNICAL COLLEGE
TEACHERS, LOCAL 1942, AFT, AFL-CIO

DECISION NO. 5420

-and-

OCTOBER 19, 2026

STATE OF CONNECTICUT
BOARD OF REGENTS FOR HIGHER EDUCATION

Case No. SEPP-35,816

FEDERATION OF TECHNICAL COLLEGE
TEACHERS, LOCAL 1942, AFT, AFL-CIO

-and-

STATE OF CONNECTICUT
BOARD OF REGENTS FOR HIGHER EDUCATION

Case No. SDR-35,878

A P P E A R A N C E S:

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DECISION AND ORDER AND DECLARATORY RULING

On January 30, 2026, the State of Connecticut Board of Regents for Higher Education (the State or the BOR) filed with the State Board of Labor Relations (the Labor Board) a complaint (SEPP-35,816), amended on February 19 and April 20, 2026, alleging that the Federation of Technical College Teachers, Local 1942, AFT, AFL-CIO (the Union) violated its obligation to bargain in good faith under the State Employee Relations Act (SERA or the Act) by prematurely declaring impasse in negotiations for a successor collective bargaining agreement.

On April 20, 2026, the BOR filed a petition for declaratory ruling (SDR-35,878) as to whether certain proposals made by the Union were permissive subjects of bargaining.

After the requisite preliminary steps had been taken, the parties agreed to a partial stipulation of facts and exhibits. Both matters came before the Labor Board for a joint hearing on May 20, May 21, and June 16, 2026. Both parties appeared, were represented by counsel, and were allowed to present evidence, examine and cross-examine witnesses, and make argument. The parties filed post-hearing briefs on July 27, 2026 and reply briefs on August 14, 2026. Based on the entire record before us, we make the following findings of fact and conclusions of law, and issue the following decision and order, and the following declaratory ruling.

FINDINGS OF FACT

1. The BOR is an employer within the meaning of the Act.

2. The Union is an employee organization within the meaning of the Act and at all material times has been the exclusive bargaining representative of full-time faculty, librarians, counselors, department chairpersons, and coordinators at certain campuses of Connecticut State Community College (CT State). (Exs. J1, J2). The Union also represents a second bargaining unit of part-time employees with similar duties, under a second contract. (Ex. J2a).

3. At all times relevant hereto, the BOR and the Union have been parties to a collective bargaining agreement (CBA or contract), effective July 1, 2021 through June 30, 2025, which states, in relevant part:

***

ARTICLE VII. RIGHTS OF THE BOARD OF REGENTS FOR HIGHER EDUCATION

> Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all the authority, power, rights, jurisdiction, and responsibility of the Board are retained by and reserved exclusively to the Board, including, but not limited to, the right…to determine educational policy, programs, and courses, to direct employees and to determine their duties and professional assignments, to determine the days and hours of the operation of the colleges, to determine the academic calendar and to schedule work…to determine staffing requirements, to determine expansion or reduction of operations, to select and hire employees, to determine qualifications, to reward and to promote unit members…to transfer and assign unit members…to determine that unit member shall or shall not perform certain functions... [1]

***

[1] The above-quoted language is found in the collective bargaining agreement that pertains to full-time faculty. The agreement pertaining to part-time faculty contains nearly identical language. (Exs. J2, J2a).

(Ex. J2) (Footnote added).

4. The BOR governs the Connecticut State Colleges and Universities (CSCU) system, which is composed of several institutions of higher learning in the state: the four State Universities (Central, Eastern, Western, and Southern); Charter Oak State College, and CT State.

5. CT State is composed of twelve formerly separate community colleges around the state, which were merged during the contract that expired June 30, 2025.

6. In early 2025, the parties commenced negotiations for successor collective bargaining agreements for the two bargaining units. Ground rules were signed by Union counsel on March 28, and by BOR counsel on March 31, 2025. (Exs. J1, J12).

7. The parties met on June 5, July 7, and July 23, 2025 to exchange proposals, which reached a number of roughly one hundred in total. (Exs. J1, J3–J8; J21).

8. The parties met for seven sessions of negotiations on August 6, October 7, November 7, November 14, and December 15, 2025, and January 8 and January 15, 2026. (Ex. J1). Each session lasted roughly two hours. Prior to each session, the parties communicated by email to set an agenda for each meeting. The parties typically limited negotiations to the topics agreed upon beforehand, although discussion of some topics continued into the following session. (Exs. J16–20).

9. On January 8, 2026, the BOR provided the Union with a "comprehensive response" to the Union's forty-five proposals. This response included counterproposals, indicated which issues had been resolved by tentative agreements, requested additional information, and identified other proposals as "to be resolved," "open," or "not interested." (Ex. J14).

10. Some of the proposals in the BOR's comprehensive response were marked in yellow, which BOR Associate Director for Human Resources Laura Ewell testified was to highlight those proposals that the Union had identified as priorities. (Ex. J14). One of those was Union proposal No. 9 on additional responsibilities or "AR," which related to non-teaching duties for faculty members. (Ex. J22).

11. The Union made a wage proposal, but the BOR never made a counterproposal, despite requests from the Union.

12. As of January 13, 2026, the parties had reached tentative agreements on at least nineteen issues over the course of prior negotiations, and these had been reduced to writing pursuant to the ground rules. (Exs. J12, J13).

13. On January 14, 2026, Union counsel sent an email to BOR counsel asking, "did we ever firm up an agenda for tomorrow's negotiation?" BOR counsel wrote back that they would like to discuss certain BOR proposals, and also indicated that the BOR would "have a counter on the Union's AR proposal." BOR counsel went on to state, "We'll also need to set more dates." (Ex. J16).

14. At the January 15, 2026 negotiation session, the parties discussed several proposals on the agenda, and reached additional tentative agreements. (Ex. J1).

15. Union President Bogusky testified that the BOR presented its counter to the Union's AR proposal at the January 15 session.

16. During the January 15 session, the Union's chief representative stated that the Union was declaring that the negotiations had reached an impasse, but that the parties could continue to discuss open issues. (Ex. J1). President Bogusky testified that the Union "felt there was no progress being made on the issues that were priority issues for us."

17. As of the Union's declaration of impasse, the parties had not discussed all of the proposals. (Ex. J1).

18. On January 26, 2026, counsel for the BOR wrote to counsel for the Union, stating that the BOR considered the declaration of impasse by the Union to be in bad faith, and warned that it would file a complaint if the declaration was not withdrawn by noon on January 30. (Ex. J15).

19. On February 3, 2026, counsel for the Union wrote to State Board of Mediation and Arbitration (SBMA) Director Douglas Cho, declaring impasse and requesting binding arbitration under Conn. Gen. Stat. § 5-267a(c)[2] on thirty-three issues affecting both bargaining units, and two additional issues affecting part-time members only. (Ex. J9).

20. On February 27, 2026, the parties mutually selected Leslie A. Williamson, Jr. as the neutral arbitrator in SBMA Case No. 2026-SBA-0012. (Exs. J1, J10). On April 6, 2026, Williamson, acting on a March 19, 2026 request by the BOR, ruled that the arbitration would be held in abeyance pending the outcome of the scope of bargaining determination by this Board. (Ex. J1, J11).

21. Over the course of the hearing, the Union withdrew some of its proposals, and the BOR withdrew its challenges to some of the remaining proposals. At the start of the June 16, 2026 hearing date, the parties identified nine proposals still in dispute, listed below and identified by Union proposal number:

- No. 10: class preparations;
- No. 12: independent study;
- No. 19: outside instruction;
- No. 25: tuition waiver;
- No. 27: outside employment;
- No. 30: special appointments;
- No. 39: reopener on parental and family leave;

[2] Conn. Gen. Stat. § 5-276a(c) states: "If, after a reasonable period of negotiation, or, in the case of negotiations by the parties to an existing collective bargaining agreement to revise such agreement concerning any matter affecting wages, hours and other conditions of employment, after sixty days from the commencement of such negotiations, the parties are unable to reach an agreement, both parties or either of them may initiate arbitration by filing with the State Board of Mediation and Arbitration a list of the issues as to which an impasse has been reached. If such filing is not made jointly, a copy of the filing shall be served on the other party."

- No. 41: holidays; and
- No. 42: assignment order for additional teaching.

CONCLUSIONS OF LAW

1. An employee organization commits a prohibited practice under the Act when it refuses to bargain in good faith with the employer.

2. A premature declaration of impasse can constitute a refusal to bargain in good faith.

3. The Union committed a prohibited practice when it prematurely declared impasse.

DISCUSSION

SEPP-35,816

The BOR concedes that a declaration of impasse may be made by a single party to negotiations, but only after the parties are "unable" to reach an agreement. The BOR argues that the Union's declaration of impasse was premature and therefore in bad faith because the negotiations were not deadlocked. The parties had reached agreement on some issues, but some proposals had either been discussed preliminarily or not at all. The BOR claims that the Union treated BOR proposals as last best offers beyond which further negotiation could not be had. The BOR seeks an award of attorney's fees, as the Union's declaration of impasse had no reasonable basis in fact.

The Union counters that it is "self-evident" that the parties were unable to reach an agreement, given that the BOR indicated it was "not interested" in many of the Union's proposals. (Union post-hearing brief, pp. 6–7). The parties had been negotiating for several months, and the Union does not believe that any additional sessions would have allowed the parties to reach an agreement. The Union argues that the fact that some proposals had not yet been discussed is evidence that the parties were at impasse. The Union did not act in bad faith, but rather "made a cost/benefit analysis to spend its limited resources on arbitration" rather than on continued negotiations. (Union post-hearing brief, p. 13). The Union also requests reimbursement of its legal fees. Based on the entire record before us, we find that the Union violated the Act.

The Duty to Bargain in Good Faith

The Act prohibits an employee organization from "refusing to bargain collectively in good faith with an employer." Conn. Gen. Stat. § 5-272(b)(3). The Act defines collective bargaining, in pertinent part, as "the performance of the mutual obligation of the employer or his designated representatives and the representative of the employees to meet at reasonable times…and bargain in good faith with respect to wages, hours and other conditions of employment…" Conn. Gen. Stat. § 5-272(c). Moreover, the duty to negotiate in good faith is "an obligation to participate actively in deliberations so as to indicate a present intention to find basis for agreement." ***W. Hartford Ed. Ass'n v. Dayson DeCourcy***, 162 Conn. 566, 589–90 (1972). The Act prohibits "mere pretense at negotiations with a closed mind and without a spirit of cooperation and good faith." ***Housing Authority of the City of Danbury***, Decision No. 5289, p. 8

(2023). Whether a party has bargained in bad faith is "most often a subjective determination reached following a careful examination of the totality of circumstances." ***State of Connecticut***, Decision No. 3521, p. 22 (1997); ***Town of Darien***, Decision No. 3425 p. 4 (1996).

Impasse

The question before us is whether the Union declared impasse to avoid its obligation to actively participate in negotiations with a spirit of cooperation in search of an agreement with the BOR. In the first instance, this requires us to determine whether the parties were truly at impasse within the meaning of § 5-276a(c). Impasse is reached "when the process of bargaining gets to a point where no further bargaining will serve a useful purpose, and none is likely to occur." ***City of Willimantic***, Decision No. 1455, p. 5 (1976). We will find that an impasse exists where "good faith bargaining has not resolved a key issue and where there are no definite plans for further efforts to break the deadlock." Id. However, the determination of impasse requires an evaluation of the state of negotiations as a whole, and does not permit declaring impasse on a single issue while negotiations continue on others. ***DeCourcy***, supra, at 597. "[O]nly if the deadlock on the critical issue demonstrates that there is no realistic possibility that further discussion would be fruitful in bringing the parties together generally on [mandatory subjects of bargaining], can we conclude there is an impasse." Id. at 598.

The "amount of prior bargaining" is an important factor in determining whether the parties have exhausted avenues to reach an agreement. ***Killingly Board of Education***, Decision No. 2118 (1982). Indeed, a full agreement cannot be reached until the parties have taken the time to fully explore all the issues together and understand each other's intent:

> [A] main purpose of collective bargaining is to assure that each party's final stand shall be taken in the light of full discussion based on full disclosure of unprivileged facts and reasons. Each party still has it in his power to refuse an offer; the only thing he has to fear from full discussion is that he may be convinced by his adversary's arguments…

Town of Guilford, Decision No. 1715-B, p. 9 (1980) (aff'd, ***Town of Guilford, et al v. Connecticut State Board of Labor Relations***, Superior Court, judicial district of New Haven, Docket No. 187676 (September 30, 1981). Since an agreement must be a holistic resolution of the totality of all outstanding issues, impasse can be declared only after all such issues have been not just broached, but fully discussed and understood by the parties.

Premature Declaration of Impasse as Bad Faith

When we have historically found that a party committed a prohibited practice by prematurely declaring impasse, it has typically been in the context of an employer using impasse as a pretext to impose a unilateral change in a mandatory subject of bargaining. See ***City of Willimantic***, Decision No. 1321 (1975) ("surely a party may not produce a final impasse by insistence on an untenable stand and then take advantage of it to do unilaterally what it cannot get leave to do through negotiation").

In ***Killingly***, supra, a school board violated a ground rule against publicity when it invited a local journalist into a contract negotiation session, and handed the reporter copies of the

parties' proposals. The school board defended its actions on the basis that the negotiations had reached impasse, thus freeing the parties from the ground rules. The school board asserted that the union was inflexible because it had made an unrealistic initial wage proposal, and then asserted to the school board that "a very convincing case could be made for it." Id. at 13. We interpreted that statement by the union to be a minor expression of a willingness to continue to bargain, that is, "the opening of a door (however slightly) rather than a closing." Id. Indeed, the school board was aware that the union was scheduled to present a revised wage proposal, but was unable to do so because the school board interrupted the meeting to bring in the journalist. Id. at 14. We concluded that the parties were not at impasse, because the negotiations had not been "exhaustive," and the union had not been "intransigent." Id.

The Union Prematurely Declared Impasse

Applying the principles articulated in ***Killingly*** and similar cases, we find the Union's declaration of impasse was premature. First, the amount of time that the parties devoted to negotiations was inadequate to the volume of proposals on the table. In ***Killingly***, the union had proposed making "twenty-four or twenty-six changes" to the existing contract, while the employer had not submitted any proposals, and the parties had spent two full negotiations sessions and half of a third on substantive proposals. Id. at 4, 12.

In this case, there were roughly one hundred proposals made between the parties, and while the parties met seven times to discuss them, each session was only two hours long, and the sessions were spread out over a six-month period. The scheduling emails between the parties reveal no objection by either party to the pace of negotiations or any request for longer or more frequent sessions. (Exs. J16–21). The August 6, 2025 emails in particular appear to reflect an understanding between the parties that each negotiation session be limited to two hours. (Ex. J19). We credit the testimony of BOR Labor Relations Director Marilyn Albrecht that each session lasted not much more than two hours. Given the large number of proposals, many involving complex issues, we believe that fourteen hours over the course of half a year is insufficient time to declare further negotiations futile. The inadequacy of the allocated time is evidenced by the fact that some of the proposals had not been discussed at all by the parties during substantive negotiation sessions. (Ex. J1).

Second, the parties had made, and were continuing to make, significant progress towards a resolution of all issues. The Union claims that negotiations were not "yielding results." (Union post-hearing brief, p. 13). The record reveals otherwise. At the January 15 session, the parties reached tentative agreements on multiple proposals, which were in addition to the agreements reached over previous sessions on at least nineteen other issues. (Exs. J12, J13). Also on January 15, the BOR provided the Union with its counterproposal on additional responsibilities (AR), one of the issues that the Union had identified as a priority. (Ex. J16). Just like the school board in ***Killingly***, the Union in this case declared impasse despite the other party's contemporaneous presentation of new language in an effort to reach a compromise. Under the standard laid out in ***Willimantic***, supra, there was no deadlock in this case, and the progress to date indicates that any deadlock that may have arisen might have been resolved through further bargaining.

The Union Acted in Bad Faith

We find that the Union declared impasse not just prematurely, but also in bad faith. Although the Union may have bargained in good faith at the outset, it no longer had "a present intention to find basis for agreement" when it terminated negotiations, but rather attempted to avoid its statutory duty to bargain with the BOR. ***DeCourcy***, supra, 162 Conn. at 589. The Union itself admits that its declaration of impasse was the result of "a cost/benefit analysis to spend its limited resources on arbitration" rather than on continued negotiations. (Union post-hearing brief, p. 13).

First, the Union was fully aware that progress was ongoing and that many issues remained unresolved rather than deadlocked. As described above, over nineteen issues had been resolved through tentative agreements, including some reached during the meeting in which the Union declared impasse. While other issues had not been resolved, the Union knew that compromise was possible. For example, regarding Union proposal No. 12 on independent study, Union President Bogusky testified that it was merely the Union's "initial proposal," and that the Union was not "wedded" to it. The BOR's comprehensive response indicated that the issue of independent study was "open," indicating that further bargaining was forthcoming. (Ex. J14).

That is not to say that we are not troubled by the BOR's flat statements that it was "not interested" in many of the Union's proposals. (Ex. J14).[3] However, we credit the testimony of the BOR's principal witness, Board of Regents Director of Labor Relations Marilyn Albrecht, that the phrase "not interested" did not indicate that the BOR was uninterested in negotiating over the indicated topics, but rather that it could not accept the Union's proposal as drafted. Union President Dennis Bogusky acknowledged that the BOR never indicated that its comprehensive response was intended to represent the BOR's last best offers on the listed issues. Indeed, one of the proposals the BOR indicated it was "not interested" in was the Union's proposal on AR, which Bogusky testified was a Union priority, a "[v]ery, very big issue." Despite the BOR's statement that it was "not interested" in the Union's AR proposal, the BOR nevertheless demonstrated a willingness to compromise when it provided a counter to that proposal at the January 15 meeting, prior to the Union declaring impasse.

Second, if the Union believed that bargaining was proceeding too slowly on its priority issues, it should have taken initiative to expedite negotiations. At the start, both parties suggested topics for each upcoming bargaining session, and the record shows that the Union actively participated in setting the agenda for the first four of the seven sessions. (Exs. J18–J21). However, the Union's participation drops off thereafter. While the BOR proposed topics for discussion at the fifth and seventh dates (December 15, 2025 and January 15, 2026), there is no indication that the Union proposed any items for consideration at the final three dates (December 15, 2025, January 8, 2026 or January 15, 2026). (Exs. J16, J17). In fact, it was the BOR rather than the Union that indicated it wanted to discuss the Union priority of AR at the January 15 session. The BOR also reduced the tentative agreements to writing, and provided the Union with a comprehensive response to outstanding proposals. (Exs. J13, J14). The Union never provided

[3] We have long held that "a party cannot condition its own making of counter-proposals upon 'more realistic' offers by the other side." ***Killingly***, supra, at 13. Although a party "is not required to make concessions by way of counter-proposals in order to fulfill its duty to bargain in good faith," it must provide something more than "bald statements" that it would "not accept" the other party's proposals. Id.

the BOR with a similar response, nor with any other document alerting the BOR to issues that the Union felt were at risk of becoming deadlocked.

Third, it is undisputed that the Union declared impasse while also indicating that it was willing to continue bargaining. Generally, openness to negotiations is an indication of compliance with the statutory duty to bargain. Indeed, parties at impasse frequently negotiate before and during interest arbitration in an attempt to at least partially resolve the impasse, and we encourage them to continue to do so. However, when made contemporaneously with a declaration of impasse, a statement that negotiations may continue evinces an absence of sincerity in the declaration of impasse. In these narrow circumstances, we find that the Union's stated willingness to continue bargaining is further evidence of bad faith. For these reasons, we conclude that the Union's declaration of impasse on January 15, 2026 constituted a breach of its duty to bargain in good faith under the Act.

Legal Fees

Both parties have requested legal fees. It is well established that the Act "affords us the authority and discretion to award a prevailing party's reasonable attorney's fees and costs where we conclude that a proffered defense presents no debatable issue and is wholly frivolous." ***Town of Vernon***, Decision No. 5080, pp. 12–13 (2019); ***City of Danbury***, supra, at 11. In ***Vernon***, we awarded the union attorney's fees after the town offered a contract defense that found no support whatsoever in the collective bargaining agreement. In ***Killingly***, supra, we ordered the school board to pay attorney's fees because we concluded that its scheme had been "conceived and executed with a knowing and callous disregard for the Act" that "could be inferred solely from the utter absence of facts to support a reasonable belief that impasse existed…" Decision No. 2118, p. 15.

Although the Union's impasse defense is not convincing, we do not find it to be wholly frivolous, as, unlike in ***Vernon*** and ***Killingly***, the defense finds at least some support in the record. The BOR stated bluntly that it was "not interested" in many of the Union proposals, and hadn't provided a more substantive response to most of them before the Union declared impasse. (Ex. J14). Although the Union stated in its brief that it acted based on a "cost/benefit analysis" favoring arbitration, it did not appear to act in "callous disregard for the Act, unlike the school board in ***Killingly***. Therefore, we do not award the BOR attorney's fees.

We also deny the Union's request for attorney's fees because it failed to file its own complaint against the BOR. We have previously held that we lack authority under the Municipal Employee Relations Act (MERA) to award legal fees against a party absent a complaint against said party:

> [W]e conclude that MERA, as presently written, does not permit us to award fees and costs to a Respondent faced with frivolous and vexatious litigation in the absence of a prohibited practice complaint filed against the offending litigator. Although we realize that inviting prohibited practices will increase our case load, it appears, until the General Assembly addresses the issue, redress of the nature requested by the Board of Education can come only with the filing of a prohibited practice against the Union.

Norwalk Board of Education, Decision No. 3506, p. 7 (1997); see also ***Norwalk Board of Education***, Decision No. 3579, p. 8 (1998). Because the relevant provisions of SERA are substantially similar to MERA, we likewise construe SERA to leave us without authority to award legal fees in this case. When we have awarded a respondent attorney's fees under SERA, we have done so in response to a complaint filed by the respondent alleging that the original complaint violated the Act. See ***State of Connecticut, Judicial Branch***, Decision No. 5106, p. 8 (2020) (in which the original complainant knew the factual basis for its complaint was false). Accordingly, the Union's request for attorney's fees is denied.

SDR-35,878

The BOR has requested a declaratory ruling pursuant to Regs., Conn. State Agencies § 5-273-41 as to whether nine Union proposals are permissive subjects of bargaining. (Ex. B2). While the BOR has an obligation under Conn. Gen. Stat. § 5-272(a) to bargain with the Union in good faith, this obligation is limited by § 5-272(c) to "wages, hours and other conditions of employment," otherwise known as mandatory subjects. "Mandatory subjects of bargaining are those about which the Act requires both parties to negotiate in good faith." ***University of Connecticut***, Decision No. 5322 (2024). Under the Act, binding arbitration in the event of impasse is limited to mandatory subjects. Conn. Gen. Stat. §§ 5-276a(c); 5-278(g)(1).

Mandatory subjects do not encompass "managerial decisions, which lie at the core of entrepreneurial control." ***W. Hartford Ed. Ass'n v. DeCourcy***, 162 Conn. 566, 583 (1972). The delineation between mandatory and permissive subjects is established through a balancing test derived from ***DeCourcy***, supra, "which compares the directness and depth of impingement on conditions of employment with the extent of the employer's need for unilateral action without negotiation to serve or preserve an important policy decision." ***City of Hartford***, Decision No. 4719 p. 6 (2014). Areas over which an employer will have managerial prerogative include but are not limited to "the mission of the agency, its budget, its organization and the assignment of its personnel, or the technology of performing its work." ***Town of Middlebury***, Decision No. 5003 pp. 8–9 (2018).

Due to their unique mission, institutions of higher education have been afforded discretion over issues that predominately affect academic policy, such as department and program management, course selection and content, teaching methods and materials, student grading, and scheduling of exams. ***Board of Trustees for Community Technical Colleges***, Decision No. 2901-A (1992). We will find that a bargaining proposal is a permissive subject of bargaining when its impact on academic policy is greater than its impact on mandatory subjects. Id. at 9 ("Although there is some effect on the work of bargaining unit members, this is outweighed by the academic policy decisions involved in the determination of student grades"). Some issues, such as class size, are mandatory subjects in primary and secondary education provided by local boards of education, but are issues of academic policy, and thus permissive subjects, in higher education. ***University of Connecticut***, Decision No. 5322, p. 7, n. 4 (2024). Issues of academic policy are expressly withheld from impasse arbitration:

> Nonmandatory subjects of bargaining shall not be subject to the impasse procedures of section 5-276a. In the case of higher education teaching faculty, the arbitrator shall not make a decision involving academic policy unless it affects the wages,

hours or conditions of employment of such faculty. Any arbitration award issued on such matters shall be unenforceable.

Conn. Gen. Stat. § 5-278(g)(1).

Union Proposal No. 10: Course Preparations[4]

> 8.3.1.5. The parties agree that it is desirable to limit the number of class preparations required of a teaching faculty member to ~~three~~ two per semester; however, it is recognized that the assignment of a fourth preparation may be required in special cases to accommodate the needs of the college. Whenever possible, the ~~fourth~~ third preparation will be assigned on the basis of mutual agreement between the teaching faculty member and the President or his/her designee. Individuals responsible for ~~four~~ three different class preparations in a semester shall be credited with two hours per week toward the satisfaction of additional responsibilities or, to the extent that workload credit cannot be provided, shall be paid up to the value ~~of two-thirds~~ of a contact/credit hour as an overload. Where a course includes a laboratory component, the parties agree that the laboratory component shall count as an additional preparation.
>
> 8.3.1.6. The parties recognize that in some cases, in order to accommodate the needs of the college, the teaching load of a teaching faculty member may have to be unequally divided between the semesters of an academic year. Whenever possible, such an arrangement shall be on the basis of mutual agreement between the faculty member and the President or his/her designee. No teaching faculty member shall be assigned more than 16 contact/credit hours – including the time spent on additional responsibilities pursuant to this agreement – during any one semester.

A class preparation is the work that a faculty member must perform to develop the curriculum for a course that he or she teaches that semester. The number of class preparations then represents the maximum number of distinct courses that a member may teach, regardless of the number of sections of each course. The Union's proposal reduces the number of class preparations that a member may have, without additional bargaining, from three to two, and the maximum number of class preparations, even with the member's agreement and additional compensation in the form of work credit, from four to three. The BOR argues that this proposal would limit the variety of courses it may teach, an undue impingement on academic policy, and possibly require it to hire more faculty, an infringement on its managerial prerogative. The Union responds that this proposal seeks to reduce members' workload, which is a mandatory subject of bargaining. The Union further argues that the proposal "simply reduces" the threshold at which a professor receives "a workload credit." (Union post-hearing brief, p. 18).

Had the Union's proposal merely reduced the default number of class preparations from three to two, and thus required the BOR to give the faculty member work credit for the third and fourth class preparations, then the proposal may have primarily affected conditions of

[4] As reproduced in this Decision, language that is proposed to be removed is struck through, and language proposed to be added is underlined.

employment. However, the proposal also reduces the maximum number of class preparations from four to three, and this hard cap no doubt would restrict the number of unique courses that the BOR could provide each semester, and, as the BOR argues, potentially require it to hire additional faculty. Because issues of both academic policy and managerial prerogative predominate over conditions of employment, this proposal is a permissive subject of bargaining.

Union Proposal No. 12: Independent Study

> 8.3.1.8 Proposal regarding Re-opener on Independent Study
>
> No bargaining unit member shall teach more than one (1) Independent Study in any semester.
>
> Each Independent Study shall consist of no more than two (2) students.
>
> Bargaining unit members shall be compensated using the full value of one semester of Additional Responsibilities within the academic year that the Independent Study is taught

An independent study is an arrangement for a student to receive individualized instruction from a professor outside of the normal class structure, and may ensure that the student receives the credits necessary to graduate, even when certain courses are not being offered. The Union's proposal puts a hard cap on both the number of independent studies that a faculty member can teach, and the number of students in each independent study. The BOR argues that this proposal implicates course offerings and class size, both issues of academic policy. The BOR cites our previous decision in ***University of Connecticut***, supra, ruling that "the ability to unilaterally determine the number of seats offered in a course is essential to maximizing 'access to key courses,' which, consistent with the goals articulated by the Legislature, permits the greatest number of students to progress towards their degrees in a timely manner." Id. at 7. The Union argues that their proposal would standardize workload, a mandatory subject of bargaining, and does not infringe on academic policy.

We find that this proposal implicates course offerings and class size, both issues of academic policy, even more significantly than the first. As we stated in ***University of Connecticut***, given the variety of degree programs offered, each with their unique curriculum requirements, it can be "difficult for students to progress toward their degrees and graduate on time if they do not have access to certain key courses." Id. at 5. Independent study frees CT State students from the rigidity of traditional course schedules, and so advances the mission imposed by the Legislature. The proposal also impinges on the ability of the BOR to determine which courses are taught and by which faculty members. The Union's argument that this proposal primarily balances workload is not convincing, as faculty participation in the program is voluntary, and the independent study is considered part of the member's additional responsibilities. This proposal is a permissive subject.

Union Proposal No. 19: Outside Instruction

> 8.3.6.1 The additional responsibilities/special assignments as specified in Section 8.3.1 may include, but shall not be limited to the following, and shall be for the

purpose of fulfilling the mission, goals, and priorities of the college and the System as determined by the employer:

...

(p) Clinical faculty who instructs students at facilities outside of the college for purposes of meeting program requirements (allied health, paramedics, nursing) will be granted additional responsibilities / release time towards the required professional development designated by the clinical facility.

Union witness and nursing faculty member Tara Ferrauolo testified that CT State offers a two-year nursing program, which requires students to spend significant time in an off-campus clinical environment, such as a hospital or other medical institution. Faculty members such as Ms. Ferrauolo are required as part of their CT State teaching duties to supervise and instruct students at these outside facilities. The outside facilities, in turn, require faculty to be employees of the facility and receive further training and professional development. The Union's proposal would require CT State to consider this outside training to be part of the additional responsibilities assigned by the college to the member. The BOR argues that since it does not control what training the outside institution requires, it cannot be required to bargain over such training or its impact on the member's workload. The Union responds that the outside training impacts wages, hours, and working conditions.

We have long held that restriction of outside employment is a mandatory subject of bargaining. ***Town of Ridgefield***, Decision No. 1204 (1974); ***Town of Guilford***, Decision No. 1663 (1978); ***Town of East Lyme***, Decision No. 3804 (2001). This case presents the inverse: an employer imposing a *requirement* that an employee obtain outside employment. Unlike the cases listed above, faculty such as Ms. Ferrauolo are not moonlighting at unrelated work, but rather are fulfilling duties imposed by CT State. If Ms. Ferrauolo were to lose her position at the outside facility, then CT State would no longer be able to send its students to said facility. Therefore, the outside employment is for the benefit of CT State and its students. The BOR claims that it "has no ability to control, limit, or predict" what kind of training the outside facility imposes on faculty, but the BOR approves particular facilities for clinical work. Under such circumstances, the BOR cannot escape its statutory obligation to bargain over wages, hours, and other conditions of employment. While the BOR may not directly impose the outside training, by requiring and approving a faculty member to work at an outside facility, the BOR takes on the obligation to bargain over the effects this requirement has on the other duties of the employee.

The BOR states that the outside facility already pays the faculty member for the time spent on training, and so the Union proposal would result in members receiving excessive compensation. The BOR has provided no authority as to why compensation would cease to be a condition of employment simply because it has become too large. In fact, unions frequently bargain for certain forms of premium pay. ***Town of Weston***, Decision No. 4568 (dispatchers paid double when working on a holiday outside of their scheduled hours); ***Waterbury Symphony Orchestra***, Decision No. 4802 (2015) (musicians paid more when acting as a lead on an instrument, or when required to play multiple instruments). The Union's proposal is a mandatory subject of bargaining.

Union Proposal No. 25: Tuition Waiver

In addition to the waiver of tuition and fees permitted under Chapter 185b, Section 10a 77 of the Connecticut General Statutes, the Board ~~may~~ shall waive tuition and fees for part-time and full-time bargaining unit members, emeriti, and their spouses and dependent children at all colleges in the ~~Community College System~~ CSCU System.

Waiver of fees for noncredit course offerings and for extension credit course offerings ~~may~~ shall be granted to full-time and part-time bargaining unit members, emeriti, and their spouses and dependent children. Waivers ~~may~~ shall be granted to bargaining unit members only when the course is offered outside of the employee's regularly scheduled work day, except that when a course is job-related and the employee's supervisor approves his/her release for this purpose, the course may be taken during the member's regularly scheduled work day. ~~The parties agree that the employer will determine on a case-by-case basis the courses to which the waiver may apply as well as the administrative processes to be used in the implementation of this benefit. The decision of the employer whether or not to grant a waiver shall be final and not subject to grievance or arbitration.~~

~~Community College~~ CSCU System tuition and fee waivers are limited to in-state tuition, and all fees including but not limited to the application fee, program enrollment fee, college service fee, and student activity fee.

~~Community College part-time and full-time bargaining unit members, emeriti, and their spouses and dependent children can apply the cash value of their community college in state tuition and fee waiver to universities throughout the CSCU System with the exception of Charter Oak State College.~~

~~The cash value of a Community College tuition and fee waiver will equate to the total amount of in-state Community College tuition and college service fee per the number of registered credit hours. The maximum cash value for principal bargaining unit members, emeriti, their spouses, and dependent children per semester will equate to a full-time load of twelve (12) or more credit hours. The maximum cash value for part-time bargaining unit members, their spouses and dependent children will equate to one 3-credit course per semester during the period they are working. The cash value equivalent for Community College tuition and fee waivers will be adjusted to align with changes in community college in-state tuition and fees. The cash value of the Community College tuition and fee waiver can be applied to graduate-level courses for those Community College employees/emeriti, their spouses, and dependents who are academically eligible for graduate classes.~~

Tuition waiver (sometimes referred to as course privileges) is the cancellation of tuition so that an employee of an educational institution can engage in coursework without cost. The Union's proposal makes significant changes to the existing tuition waiver, most prominently by changing instances of "may" to "shall," eliminating other language granting the employer discretion in granting the waiver, and making the waiver effective at all schools within the CSCU

system, rather than merely allowing the cash value to be used at certain CSCU schools. In addition, we note that the base language the Union proposal modifies does not appear to fully correspond to the original contract language, which is reproduced below, in pertinent part:

***

> Waiver of fees for noncredit course offerings and for extension credit course offerings may be granted **on a space-available basis, in the discretion of the employer**, to full-time and part-time bargaining unit members, emeriti, and their spouses and dependent children.

***

(Ex. J2) (emphasis added). Thus, the Union proposal entirely omits the significant phrases, "on a space-available basis, in the discretion of the employer," without indication of the removal.

The BOR argues that the Union proposal would impermissibly bind other institutions within the CSCU to enroll CT State faculty free of charge. The BOR further argues that the proposal impinges on the managerial right of CT State to determine enrollment and class composition. The Union responds simply that the "proposal and issue impact an employee benefit and is a condition of employment." (Union post-hearing brief, p. 22).

The BOR asserts that other CSCU schools "are not a party to this contract," and "have no relationship" to students of CT State. (BOR post-hearing brief, p. 32). While the record is not entirely clear regarding the financial and supervisory relationship between the BOR and the constituent institutions within the CSCU system, the contract at issue is not between the Union and CT State, but between the Union and the BOR. (Ex. J2). Whatever power the BOR has to bind CT State by means of this CBA, there is nothing in the record to indicate that it has any less power to bind other CSCU institutions.

We have long recognized tuition reimbursement, in which a bargaining unit member attends an outside educational institution, after complying with said institution's admissions, enrollment, and tuition payment procedures, and subsequently receives compensation from the employer for the employee's initial outlay, to be a mandatory subject of bargaining. ***State of Connecticut, Dept. of Corr.***, Decision No. 5215 (2022); ***City of New London***, Decision No. 4111 (2006); ***City of Hartford***, Decision No. 1816 (1979); ***City of Hartford***, Decision No. 1425 (1976); ***Town of Wethersfield***, Decision No. 1418 (1976). Tuition reimbursement of this sort is primarily an economic benefit. ***Town of Wethersfield***, supra, (finding that an employee's financial loss due to a unilateral change to a reimbursement program "can add up to a tidy sum"); ***City of Hartford***, supra (noting the "substantial sum of money" reimbursed to employees).

A tuition waiver operates differently, and in its simplest form involves an educational institution employer declining to charge tuition to an employee who is also a matriculated student of the employer. In this form, the waiver would be no less a mandatory subject of bargaining than a reimbursement, as both kinds of programs provide a purely economic benefit to the employee. That a reimbursement is compensation of a member for expenses already paid, and a waiver is the preemptive voiding of a financial charge is of no consequence. However, the further a waiver strays from this model, the more likely it is to impinge on managerial

prerogative or academic policy, as could occur if the program extended the benefit to individuals not already matriculated, or allowed the beneficiary to displace other students, or otherwise altered the academic or fiscal procedures of the employer.

As submitted to this Board, the proposal removes discretion that the BOR has in denying the benefit, both by changing instances of "may" to "shall," and by striking language expressly providing that the BOR will decide "on a case-by-case basis" when and how the waiver may be used. Furthermore, the proposal removes, without notice, language requiring that the waiver be used only "on a space-available basis." Without these restrictive provisions, the waiver is transformed from a primarily economic benefit to an entitlement to access courses on demand. In the absence of appropriate restrictions, this deviation from the reimbursement model is also aggravated by other factors, including: (1) the lack of a requirement that the beneficiary be an already matriculated student, (2) the extension of the benefit to family members of employees, who may not have the same qualifications as the employee, (3) the extension of the benefit to retirees, who are not members of the Union, and also to the family members of retirees, and (4) the allowance for the benefit to be used at other schools within the CSCU system, which may have differing academic standards.

For the above reasons, we find that the Union's proposal strays from the purely economic benefit traditionally bestowed by a tuition reimbursement, and unduly impinges on issues of academic policy, such as admissions, class size, and course offerings. Furthermore, by eliminating language regarding the cash value of the waiver at CT State, it disregards tuition disparities between schools, and impinges on the managerial control that CSCU institutions have over their tuition. Conn. Gen. Stat. § 10a-8(a).[5] A properly restricted tuition waiver, that does not impinge on issues of academic policy or managerial prerogative, would be a primarily economic benefit, and thus a mandatory subject of bargaining. However, as drafted, the Union proposal lacks these safeguards and is consequently a permissive subject of bargaining.

Union Proposal No. 27: Outside Employment

> 8.3 (a) Faculty who engages in outside employment with the goal of securing an educational opportunity (clinical rotation) for students within the allied health, paramedic, or nursing program will receive release time / contact hours towards additional responsibilities equivalent to the minimum employment requirement of the clinical facility.

Related to Union Proposal No. 19, this proposal would give faculty work credit for the time spent employed at an outside facility when such outside employment is necessary for the employee to fulfill his or her teaching duties. The BOR repeats its prior arguments, namely that it cannot control the hours set by the outside institution, and that the Union's proposal would result

[5] Conn. Gen. Stat. § 10a-8(a) provides in relevant part: "Any tuition increase proposed by the Connecticut State Community College…for the fiscal year to which the budget request relates shall be included in the single public higher education budget request submitted by the Board of Regents for Higher Education for such fiscal year, provided if the General Assembly does not appropriate the amount requested by any such…college, such…college may increase tuition and fees by an amount greater than that included in the budget request in response to which the appropriation was made."

in faculty being doubly compensated. We reject these arguments as unpersuasive for the same reasons articulated above. The Union's proposal is a mandatory subject of bargaining.

Union Proposal No. 30: Special Appointments

12.1.1. Special Appointment

A "Special Appointment" is an appointment issued in order to meet the temporary needs of the System or to signify an explicitly temporary assignment. Special appointments are for a fixed term of up to one year, renewable for up to one additional year, special appointments turn to regular appointments after 2 years. ~~With no legitimate expectation of renewal of appointment thereafter~~.

Special appointments are not tenure track appointments. Completed service while on Special Appointment ~~may~~ shall count toward tenure and/or promotion.

A bargaining unit member shall not be employed on a special appointment for more than two (2) years, except by agreement of the parties. An exception to this two-year limitation shall be special appointments which are funded with grant monies or through public sector or private sector contracts. Employees serving on 3rd or subsequent special appointment, each lasting an academic year, calendar year or two (2) consecutive semesters, shall be given 90 days' notice of non-renewal. For each of the first three special appointments, the decision of the employer not to renew shall be final.

~~In case of non-reappointment of the fourth consecutive special appointment, the employee may request the reasons in writing. The reasons shall not be arbitrary or capricious. This provision is subject to the grievance and arbitration procedures.~~

BOR may grant special appointments for a period of ~~six~~ three (~~6~~ 3) years. Any employee who has successfully completed ~~six~~ three (~~6~~ 3) consecutive special appointments shall be assigned to a standard, tenure track appointment. Service while on special appointment shall count toward tenure and/or promotion.

Special appointments are temporary measures used to fulfill short-term needs, complete special projects, or take advantage of grants. While the contract currently gives the BOR the option of converting a special appointment into a permanent one, the Union proposal would require such a conversion, and on an accelerated schedule. The BOR argues that the right to determine staffing requirements and expansion or reduction of operations is reserved to it by the management rights clause of the CBA. Also, the proposal would require the BOR to more quickly rotate through personnel on special appointments to avoid those becoming permanent, interrupting their work and limiting the BOR's ability to cover short-term vacancies. The Union argues that since a special appointment may lead to a tenure track appointment, it is akin to a probationary position, and the duration of probation is a mandatory subject of bargaining.

The ability of BOR to determine the length of special appointments and determine the degree to which such experience should factor into subsequent permanent employment lies within the core of entrepreneurial control. ***Town of Middlebury***, supra, pp. 8–9; ***DeCourcy***,

supra, at 583. BOR Director of Labor Relations Albrecht testified that the changes proposed by the Union would "very much impact how we make hiring and employment decisions." Furthermore, as Ms. Albrecht testified, the BOR could reasonably have to either pause a grant-funded position, or even forgo the grant altogether, in order to rotate individuals out of special appointments to avoid said appointments becoming permanent. The proposal's intrusion on managerial prerogative outweighs its effect on conditions of employment.

The Union is correct that the duration of a probationary position is a mandatory subject. ***City of Shelton***, Decision No. 5212 (2021). But a special appointment is not akin to a probationary position, as the former is inherently temporary, while the latter is provisional with an expectation of permanency. In that sense, the type of appointment found in the CBA that most closely resembles a probationary position is the Regular Appointment described in the subsection immediately following that of Special Appointment:

> 12.1.2. Regular Appointment
>
> A "Regular Appointment" is an appointment which creates an expectation of full-time or part-time employment for a period of one academic year…

(Ex. J2). Accordingly, the Union proposal is a permissive subject of bargaining.

Union Proposal No. 39: Reopener on Parental and Family Leave

> The Board and the Federation shall discuss and agree to childbearing, parental and family leave.

As submitted, this proposal does not offer any actual contract language, but rather asserts that the parties "shall agree" to unstated terms on this issue. The BOR admits that a substantive proposal on this topic could be a mandatory subject of bargaining, but argues that it cannot be compelled to agree to contract language sight unseen. The Union concedes that the proposal "could be more artfully crafted," but asserts that leave is a condition of employment. (Union brief, p. 25).

We agree with the BOR that it may not be compelled to agree to as yet undrafted contract language, as the obligation to bargain collectively under the Act "shall not compel either party to agree to a proposal or require the making of a concession." Conn. Gen. Stat. § 5-272(c). Because the Union has not yet produced language to which the BOR could respond, the proposal as written must be permissive. However, nothing herein should be construed as eliminating the duty to bargain in good faith over the subject of that proposal. Paid leave is a mandatory subject of bargaining. ***Town of Fairfield***, Decision No. 5129 (2020); ***East Hartford Housing Authority***, Decision No. 3733 (1999); ***Board of Trustees for State Technical Colleges***, Decision No. 2997 (1992), and we credit the testimony of President Bogusky that the Union's proposal was "just a placeholder to get it into the negotiations," and that a substantive proposal would be forthcoming. As such, the BOR retains its continuing obligation to bargain over any substantive proposal topic which the Union offers on this topic once the parties return to the bargaining table in accordance with our remedy in SUPP-35,816.

Union Proposal No. 41: Holidays

20.1. All teaching and non-teaching members ~~Teaching Faculty Members~~ will be granted all state and federal holidays in addition to the day after Thanksgiving, Christmas Eve, New Year's Eve.

~~the following holidays between August 25 and June 1:~~

~~Labor Day — Day after Thanksgiving~~
~~Thanksgiving — Memorial Day~~

~~In addition, three holidays will be granted to Teaching Faculty to be selected by the College from among the following:~~

~~Columbus Day — Lincoln's Birthday~~
~~Veteran's Day — Washington's Birthday~~
~~Good Friday~~

~~20.2. Each year, all nonteaching Faculty Members shall be granted time off with pay for the following 12 holidays:~~

~~New Year's Day — Independence Day~~
~~Martin Luther King Day — Labor Day~~
~~Lincoln's Birthday — Columbus Day~~
~~Washington's Birthday — Veteran's Day~~
~~Good Friday — Thanksgiving Day~~
~~Memorial Day — Christmas Day~~

If a nonteaching Faculty Member is required to work on a holiday, or if a holiday falls on a day on which he/she is not regularly scheduled to work, he/she shall be granted equivalent time off. Such time off must be utilized within one (1) year.

When there are not a sufficient number of class days to meet Board policy, a college may reschedule no more than two Monday holidays to days other than the state designated day in order to balance the class schedule. No attempt shall be made to reschedule a faculty holiday to a Friday for the sole purpose of having faculty members not present on this particular day.[6]

This proposal would reduce the distinction between teaching and non-teaching faculty with respect to holidays, and increase the number of holidays observed. The BOR argues that giving teaching faculty more holidays would increase the number of days that CT State would have to close, impinging on the ability of the BOR to determine its own calendar, an issue of academic policy. The Union argues that the issue of paid holidays impacts wages, hours, and working conditions, and that the BOR retains the right to balance the class schedule by moving at most two Monday holidays.

[6] As originally proposed, the final paragraph of section 20.2 was deleted, but the Union revised its proposal in its brief to restore this final paragraph. The BOR did not object, and in fact stated on page 8 of its reply brief that the revision is "appreciated." Absent objection, we evaluate the proposal as revised.

It is well established that paid holidays are a mandatory subject of bargaining. ***Town of Weston***, Decision No. 4568, p. 4 (2011); ***Town of Stratford***, Decision No. 4562, p. 7, n. 4 (2011). While the proposal may have some impact on the academic calendar, such impact is reduced by the balancing provision of Section 20.2. Due to the balancing provision, the proposal requires the BOR to, at most, make minor alterations to the academic schedule. The proposal does not in itself increase or decrease the number of days of instruction, and so can be distinguished from our decision in ***Board of Trustees***, supra, at 11–12, in which we found that the number of final exam days was a permissive subject. What little impact the proposal has on academic policy ultimately is outweighed by the effect of the proposal on wages and hours, the archetypal conditions of employment. The Union proposal is a mandatory subject.

Union Proposal No. 42: Assignment Order for Additional Teaching

> Article XXIV. ADDITIONAL TEACHING
>
> Unit employees shall be notified of, and, should they apply, shall be considered for teaching opportunities beyond the amount they are obligated to teach by the terms of their appointments. As soon as practicable unit employees who have so applied shall be notified whether they have been selected. It is understood that no employment or pay obligation will arise if, after such selection, the class does not form.
>
> Assignment Order:
>
> 1. Full-time teaching faculty including overloads
> 2. Full-time non-teaching faculty employees of the college
> 3. Retirees of the system
> 4. Seniority list adjuncts (following seniority)
> 5. Non-seniority list adjuncts (following seniority)

Additional teaching refers to course instruction beyond a faculty member's normal requirement, undertaken on a voluntary basis. The Union's proposal would introduce an order of preference that CT State would need to follow in considering candidates for additional teaching opportunities. The BOR argues that staffing and assignment of work are issues of managerial prerogative, and that the proposal's restriction on instructor selection would limit its ability to determine which courses are available. The Union argues that its proposal reflects existing practice and that seniority is a mandatory subject of bargaining.

It is clear that staffing and assignment of personnel are key aspects of managerial prerogative, absent concerns over mandatory subjects, such as employee safety. ***City of Hartford***, Decision No. 5021, p. 5 (2018); ***State of Connecticut Judicial Branch***, Decision No. 4940, p. 8 (2017); ***Middlebury***, supra, pp. 8–9. That alone would be sufficient to render the Union's proposal permissive. However, the proposal also impinges on a central issue of academic policy, the ability of CT State to determine its own course offerings. If institutional goals and student demand require that a particular course be taught in a given semester, and the most qualified instructor is low on the list proposed by the Union, then CT State is left to decide

whether to assign a less qualified teacher or avoid offering the course altogether. Either outcome would prevent CT State from fulfilling the important mission given to it by the Legislature.

The Union's argument that its proposal reflects current practice is unavailing, as a permissive subject cannot be rendered mandatory through past practice. ***Town of Orange***, Decision No. 3821, p. 6 (2001). The Union is correct that seniority is a mandatory subject of bargaining. ***Town of Windsor***, Decision 4563, p. 5 (2011); ***City of Norwich (Police)***, Decision No. 1968, p. 3 (1981). However, seniority is only a secondary characteristic of the Union's proposed ordering, and would not dictate putting teaching faculty ahead of non-teaching faculty, or putting both ahead of retirees. Even if, arguendo, the Union's proposed order were exclusively dictated by seniority, the proposal's impingement on both managerial prerogative and academic policy would still outweigh its effects on conditions of employment. The Union's proposal is permissive.

DECLARATORY RULING – SDR-35,878

By virtue of and pursuant to the powers vested in the State Board of Labor Relations by the State Employee Relations Act, it is hereby **DECLARED** that:

1. Union proposal No. 10 does not concern a mandatory subject of bargaining.

2. Union proposal No. 12 does not concern a mandatory subject of bargaining.

3. Union proposal No. 19 does concern a mandatory subject of bargaining.

4. Union proposal No. 25 does not concern a mandatory subject of bargaining.

5. Union proposal No. 27 does concern a mandatory subject of bargaining.

6. Union proposal No. 30 does not concern a mandatory subject of bargaining.

7. Union proposal No. 39 does not concern a mandatory subject of bargaining.

8. Union proposal No. 41 does concern a mandatory subject of bargaining.

9. Union proposal No. 42 does not concern a mandatory subject of bargaining.

ORDER – SEPP-35,816

By virtue of and pursuant to the powers vested in the State Board of Labor Relations by the State Employee Relations Act, it is hereby **ORDERED** that the Federation of Technical College Teachers, Local 1942, AFT, AFL-CIO shall:

I. Cease and desist from refusing to bargain in good faith with the Board of Regents in negotiations for a successor collective bargaining agreement, to the full extent of its obligations under the Act, including but not limited to the Act's impasse provisions.

II. Take the following affirmative steps which the Board finds will effectuate the purposes of the Act:

(A) Post and leave posted for a period of sixty (60) consecutive days from the date of such posting, in a conspicuous place where the employees customarily assemble, a copy of this Decision and Order and Declaratory Ruling in its entirety; and

(B) Notify the Connecticut State Board of Labor Relations at its office in the Labor Department, 38 Wolcott Hill Road, Wethersfield, Connecticut, within thirty (30) days of the receipt of this Decision and Order and Declaratory Ruling of the steps taken by Federation of Technical College Teachers, Local 1942 to comply therewith.

CONNECTICUT STATE BOARD OF LABOR RELATIONS

Katherine C. Foley
Katherine C. Foley
Board Member

Ann F. Bird
Ann F. Bird
Alternate Board Member

Ellen M. Carter
Ellen M. Carter
Alternate Board Member

CERTIFICATION

I hereby certify that a copy of the foregoing was mailed, postage prepaid, this 19th day of October, 2026 to the following:

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