

**STATE OF CONNECTICUT  
DEPARTMENT OF LABOR  
CONNECTICUT STATE BOARD OF LABOR RELATIONS**

<b>STATE EMPLOYEES BARGAINING AGENT COALITION</b>	:	<b>CASE NO.</b>
<b>Complainant</b>	:	
<b>and</b>	:	
<b>STATE OF CONNECTICUT</b>	:	
<b>Respondent</b>	:	<b>October 14, 2011</b>

**COMPLAINT**

1. The Complainant, State Employees Bargaining Agent Coalition (hereinafter "SEBAC") is an "employee organization" within the meaning of §5-270, *et seq.*, of the Connecticut General Statutes. In 1997, SEBAC became a party to an Agreement with the State pursuant to negotiations under §5-278(f) of the Connecticut General Statutes (hereinafter "the 1997 Agreement"), which is the successor to a series of SEBAC agreements beginning in 1988. That Agreement remains in full force and effect until July 1, 2022, with such changes as have been reached by agreement of the parties.
2. The Respondent, State of Connecticut (hereinafter "the State"), is an "employer" within the meaning of §5-270, *et seq.*, of the Connecticut General Statutes.
3. Beginning in or around February of 2011, the Malloy administration and the Unions engaged in discussions which included, among other things, potential modifications of the 1997 agreement in connection with addressing the State's budget crisis, and avoiding layoffs.

4. Those discussions culminated in two tentative agreements, the first of which was reached in May of 2011, the second of which was reached in July of 2011, after the first agreement failed to reach the threshold for passage in June of 2011.
5. The discussions that led to both agreements included proposals for, and in some cases agreement to, significant changes in the parties' contract with respect to pension, as well as numerous other issues. At no point in these discussions did either party propose or suggest liberalizing the rules allowing retirement for employees under age 55.
6. The second tentative agreement – hereinafter known as SEBAC 2011 Revised -- was reached on July 18, 2011, and Union leaders agreed that ratification votes would be taken on or before August 18, 2011.
7. In or around August 15, 2011, the State began a practice of offering actuarially reduced retirement opportunities to certain managers and represented employees who were under 55 but had 25 years of service who would not otherwise have been eligible to retire. The offer allowed these employees to retire before they were otherwise eligible, and before certain changes with respect to pension and retiree healthcare effect for employees retiring after October 1<sup>st</sup>, took place. The State began this practice without proposing it to the Coalition and without any discussion or agreement with respect to its terms.
8. Instead, the State set those terms unilaterally, and they included, among other things:
  - a. That these employees would be considered terminated "because of the

economy, lack of work, or abolition of his position” under the parties’ pension agreement, regardless of whether the employee was at risk of layoff, or otherwise eligible for such consideration under the parties’ contract.

- b. A requirement that any employees wishing to take advantage of the unilateral offer sign a stipulated agreement on or before September 1, 2011.
  - c. That the agreement waive any and all reemployment rights “SEBAC rights, and other rights to return to employment.”
9. The agreement required the signature of representatives of the employee’s bargaining unit, if any, but not the knowledge of, or consent of the Coalition.
10. The State took no action to make employees as a group, or those below age 55 with 25 or more years of service, aware that they were eligible for this opportunity. On information and belief, the vast majority of employees who would have been eligible for this offer under the terms unilaterally set by the State were never made aware the offer existed. On information and belief, other employees became aware of the offer but lacked the information necessary to make an informed choice prior to the State’s unilateral deadline of September 1, 2011.
11. In or around Tuesday, August 23, the Coalition indicated to the State that it would consider an agreement to some of the terms of the state’s unilateral offer to employees, provided that:
- a. Some modification in the deadline be made to allow employees more time

to make their decision, or the opportunity to revoke their decision within one month of when it was made.

- b. The State undertake reasonable efforts to communicate the terms of the offer to all employees whose age and years of service made them eligible.

12. The State refused these terms, and refused to bargain alternate terms with the Coalition.

13. By its conduct the State has:

- a. Unilaterally altered the terms of its contract with the Coalition.
- b. Dealt directly with employees in derogation of the Coalition's status as the exclusive collective bargaining agent with respect to pension and health care benefits of state employees.
- c. Arbitrarily made the unilateral changes available to some but not all employees.

14. By this conduct, the State has violated §5-272(a)(1) and (4) of the Connecticut General Statutes.

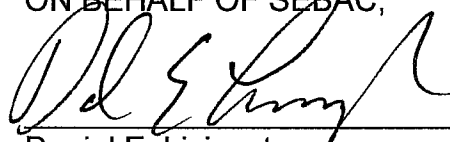
## REQUEST FOR RELIEF

WHEREFORE, the Coalition requests the following relief:

- (1) That the State be directed to cease and desist its prohibited practices, and refrain from such prohibited practices in the future;
- (2) That appropriate notice be posted in all appropriate locations indicating that the State has committed the prohibited practices described herein; and
- (3) That the State be directed to bargain with the Coalition an opportunity for employees who were arbitrarily denied the opportunity to retire pursuant to the unilateral limitations the State placed upon the new practice and/or its failure to give notice to employees.


RESPECTFULLY SUBMITTED  
ON BEHALF OF SEBAC,

By:



\_\_\_\_\_  
Daniel E. Livingston  
Livingston, Adler, Pulda, Meiklejohn  
& Kelly, P.C.  
557 Prospect Avenue  
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(860) 233-9821  
Juris No. 100758

Subscribed and sworn to before me on this 14th day of October, 2011.

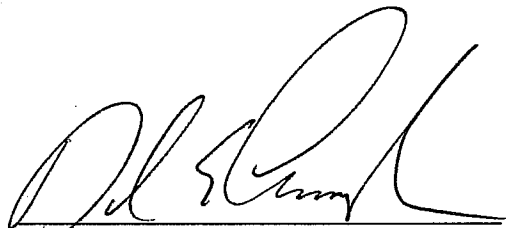


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Commissioner of the Superior Court

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Complaint has been sent by certified mail, postage prepaid, on this 14th day of October, 2011 to the following:

Linda Yelmini, Esq.  
Director of Labor Relations  
State of CT - Office of Policy Management  
450 Capitol Avenue  
Hartford, CT 06106

A handwritten signature in black ink, appearing to read 'D. E. Livingston', written over a horizontal line.

Daniel E. Livingston