

STATE OF CONNECTICUT
LABOR DEPARTMENT

CONNECTICUT STATE BOARD OF LABOR RELATIONS

IN THE MATTER OF

UE LOCAL 222, CONNECTICUT
INDEPENDENT LABOR UNION
LOCAL #23

DECISION NO. 5395

-and-

SEPTEMBER 24, 2025

TOWN OF EAST WINDSOR

Case No. MEPP-35,348

UE LOCAL 222, CONNECTICUT
INDEPENDENT LABOR UNION
LOCAL #23

-and-

TOWN OF EAST WINDSOR

Case No. MDR-35,398

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

Attorney Joshua Hawks-Ladds
for the Town

Attorney Peter Goselin
for the Union

Paul Anderson, Chairman
for the WPCA

**DECISION AND ORDER AND
DECLARATORY RULING**

On June 14, 2024, the Town of East Windsor (the Town) filed a complaint (MEPP-35,348) with the Connecticut State Board of Labor Relations (the Labor Board), alleging that UE Local 222, Connecticut Independent Labor Union, Local #23 (the Union), violated the Municipal

Employee Relations Act (MERA or the Act) by bargaining pension benefits with the East Windsor Water Pollution Control Authority (WPCA) and refusing to bargain with the Town. On August 26, 2024, the Town filed a petition for a declaratory ruling (MDR-35,398) with the Labor Board, seeking declarations stating that the WPCA lacks the authority to bargain pension benefits, directing the Union to bargain pension benefits with the Town, and nullifying the negotiated pension benefits in the last three consecutive collective bargaining agreements between the WPCA and the Union. The prohibited practice complaint and the petition were consolidated on September 20, 2024.

After the requisite preliminary steps had been taken the two consolidated matters came before the Labor Board for a hearing on November 7, 2024, during which the Labor Board granted a motion by the Town to add the WPCA as a party and designated the WPCA as an intervenor. A second day of hearings was held on December 12, 2024. All parties appeared and were given a full opportunity to examine and cross-examine witnesses and make arguments. The Town and the Union were represented by counsel and the WPCA was represented by its chairman. The Town and the Union filed briefs, the last of which was received on March 14, 2025 and the Town filed a reply brief, which was received on March 28, 2025. Based on the entire record before us, we make the following findings of fact and conclusions of law, issue the following order and grant, in part, the petition for a declaratory ruling.

FINDINGS OF FACT

1. The Town is an employer under the Act.
2. The WPCA is an employer under the Act, established by Town ordinance enacted on September 15, 1966 and amended on October 17, 2019. (Exs. C4, C5).
3. The WPCA establishes and operates sewerage systems for the Town. The WPCA charges consumers for water and sewer services and uses the proceeds to pay for its operations. The WPCA does not receive funding from the Town's general fund.
4. The Union is an employee organization under the Act and at all relevant times since March 1994 has represented a bargaining unit of all full-time and part-time employees of the WPCA, except for the department head, supervisors and other positions excluded by the Act. (Exs. C9, C23).
5. Since July 1, 1970, the Town has maintained a defined benefit pension plan (the Pension Plan) for all of its employees, which at all relevant times has been administered, in part, by a retirement board (the Pension Board). (Ex. C19).
6. Since at least 1993, the WPCA and the Union have negotiated a series of collective bargaining agreements, some or all of which have included pension provisions. The Town did not participate in those negotiations. (Anderson Aff., Ex. Int.-1 ¶ 5).

7. On May 23, 2001, the Pension Board voted unanimously to authorize the WPCA to negotiate with their employees concerning their participation in the Pension Plan. The minutes of that meeting state, in relevant part:

VOTED: To authorize the [WPCA] to negotiate ... to change the terms and conditions of their [employees'] participation as follows:

- a) To change annual multiplies [sic] from 1.25% to 1.75% per year of credited service;
- b) To institute a cap of 70%;
- c) To change the definition of average annual earnings from last three last [sic] to three highest years;
- d) To institute a mandatory employee contribution of 2% of annual base salary[;]
- e) To eliminate the single payment option;

(Ex. C17). The minutes do not reflect an expiration date on the bargaining authority granted to the WPCA, a renewal requirement, or a reservation of final approval of terms and conditions of WPCA employees' participation.¹ Id.

8. Sometime after May 23, 2001, the pension multiplier for WPCA bargaining unit employees increased to 1.75%.

9. Effective January 1, 2009, the Town restated and amended its Pension Plan, which states, in relevant part:

ARTICLE IX PLAN ADMINISTRATION

9.1 Administration.

The plan shall be administered by the Town...

9.4 Powers and Duties.

¹ The Pension Board also voted to approve changes in the Public Works Department's pension document and indicated that future requests would need to be brought before the Pension Board. In addition, the Pension Board voted to include the Housing Authority in the Pension Plan, stating, in relevant part, that it retained "final approval of the terms and conditions of participation." (Ex. C17).

The Town shall have the powers and duties as may be necessary to discharge its functions hereunder, including, but not by way of limitation, the following:

- (a) To construe and interpret the Plan, to decide all questions which may arise relative to the rights of Eligible Employees, past and present, their Beneficiaries under the terms of the Plan.

9.5 Retirement Board.

- (a) The investment of the Plan's assets shall be administered by the Retirement Board consisting of such members as set forth in the Town Charter ... An action of the majority of the voting members of the Retirement Board expressed from time to time by a vote at a meeting, or in writing without a meeting, shall constitute an action of the Retirement Board.

9.7 Standard of Review.

The Town, Retirement Board and Trustee shall have sole discretion to make decisions regarding a Participant's or Beneficiary's benefits and such decisions shall be conclusive and binding on all parties...

**APPENDIX A
PROVISIONS FOR EMPLOYEES OF THE
WATER POLLUTION CONTROL AUTHORITY**

This Appendix A lists the provisions applicable to Eligible Employees of the Town who are employed by the ... WPCA ... and who are represented by a collective bargaining unit. In the event that the provisions of this Appendix A are inconsistent with the terms contained in the remainder of the Plan, the provisions contained in this Appendix A shall take precedence...

3. Normal Retirement

(b) A Participant's annual Normal Retirement benefit shall be equal to one and three quarters percent (1.75%) of the Participant's Average Annual Earnings multiplied by the number of years of his or her Benefit Service, provided, that in no event shall a Participant's Normal Retirement Benefit be equal to more than seventy (70%) of the Participant's Average Annual Earnings.

(Ex. C19).

10. Sometime prior to October 2010, the Union and the WPCA entered into negotiations for a new collective bargaining agreement. The Town did not participate in those negotiations.

11. On or about October 5, 2010, the WPCA and the Union signed a mediated tentative agreement for a new collective bargaining agreement, effective July 1, 2010 through June 30, 2013, which stated, in relevant part, that the "Pension Multiplier increases to 2.00% from 1.75% ... retroactive to July 1, 2010." The Board of the WPCA and the Union membership thereafter ratified the tentative agreement.² (Ex. C16).

12. The WPCA and the Union negotiated a new collective bargaining agreement effective from July 1, 2013 through June 30, 2018, which contained the 2% pension multiplier. The Town did not participate in those negotiations.

13. In or about 2016, the Town proposed coalition bargaining with all of the unions to change the Town's pension plans for all participants. At all times relevant hereto, attorney Joshua Hawks-Ladds represented the Town and/or the Pension Board with regard to those changes. (Ex. C14).

14. On March 21, 2017, Hawks-Ladds notified UE field organizer Annie McDonald that the Pension Board intended to make changes to the Town's pension plans and asked whether the Union wished to negotiate those changes. Two days later, McDonald responded in the affirmative. (Exs. C14, C15).

15. On April 3, 2017, Hawks-Ladds mailed proposed ground rules for pension negotiations to McDonald, which he had signed on behalf of the Pension Board. McDonald signed the ground rules for the Union on May 6, 2017. (Exs. C13, C18).

16. In a letter dated October 11, 2017, Hawks-Ladds notified McDonald that the Town had commenced pension plan negotiations with all of the other unions, demanded to commence

² WPCA chairman Paul Anderson testified that the mediation which produced the tentative agreement was for the 2010 collective bargaining agreement between the WPCA and the Union.

negotiations with the WPCA union, and stated that the Town would file for arbitration and/or a complaint with the Labor Board if the Union did not respond within five days. (Ex. C12).

17. The Town held an informational meeting with representatives from the various unions. MacDonald and WPCA chairman Paul Anderson attended the meeting. However, some or all of the other unions rejected the Town's proposal to engage in coalition bargaining.

18. Sometime prior to May 30, 2018, the Union began negotiations with the WPCA for a new collective bargaining agreement. The Town did not participate in those negotiations.

19. On May 30, 2018, the WPCA and the Union signed a collective bargaining agreement, effective July 1, 2018 through June 30, 2023, which stated, in relevant part, "the multiplier used for calculations of the Participant's Annual Earnings [in a normal retirement] rises ... to two percent ... beginning July 1, 2011." The Town did not participate in the negotiations for that contract. (Ex. C23).

20. On August 2, 2019, the Town amended the Pension Plan, retroactive to January 1st of that year. (Ex. C20).

21. In a letter dated March 22, 2023, first selectman Jason Bowsza informed McDonald, the WPCA chair and others that the Town intended to renegotiate the pension terms incorporated into the appendix of the collective bargaining agreement set to expire on June 30, 2023, demanded to negotiate, and that the Town will not accept terms affecting the pension plan that are not directly negotiated with the Town. (Ex. C11).

22. On May 11, 2023, the WPCA and the Union signed a collective bargaining agreement, effective July 1, 2023 through June 30, 2028, which carried over the same 2% multiplier provisions in the 2018 through 2023 contract; specifically, "the multiplier used for calculations of the Participant's Annual Earnings [in a normal retirement] rises ... to two percent ... beginning July 1, 2011." The Town did not participate in the negotiations for that contract. (Ex. C9).

23. On May 15, 2023, a copy of the 2023-2028 collective bargaining agreement was filed in the Town Clerk's Office. (Ex. R3).

24. In a letter to McDonald and WPCA plant superintendent E. Arthur Enderle dated June 7, 2023, Hawks-Ladds stated, in relevant part, that the Town and the Pension Board consider their 2023-2028 collective bargaining agreement "void in respect to pension benefits" because they ignored Bowsza's March 23rd demand to negotiate.³ (Ex. C10).

³ McDonald testified that she was on a four month leave of absence and did not receive Bowsza's June 7, 2023 letter.

25. In a series of emails ending on February 26, 2024, McDonald and Hawks-Ladds exchanged possible dates for pension negotiations. (Ex. C8).
26. On or about March 18, 2024, representatives of the Town and the Union met to commence negotiations. The Town submitted pension proposals to the Union and the WPCA. McDonald responded with counterproposals. (Exs. C6, C22).
27. In or about May 2024, the Union unilaterally ceased negotiations with the Town.
28. Since 2010, at least four WPCA employees have retired, which retirements were processed through the Town Treasurer's Office using the 2.0% pension multiplier.

CONCLUSIONS OF LAW

1. The duty to bargain in good faith under Section 7-470(c) includes a mutual obligation of the municipal employer or his designated representative and the representative of the employees to meet and confer.
2. The Union violated the Act when it withdrew from pension negotiations with the Town in May 2024.

DISCUSSION

We first address the questions raised by the Town's petition for a declaratory ruling, since our answers will be dispositive of some or all of the claim's in the prohibited practice complaint.

Declaratory Ruling

The Town requests that we make the following declarations: (1) the Pension Plan provisions in the July 1, 2013 - June 30, 2018 collective bargaining agreement between the WPCA and the Union are null and void; (2) the Pension Plan provisions in the July 1, 2018 - June 30, 2023 collective bargaining agreement between the WPCA and the Union are null and void; (3) the Pension Plan provisions in the July 1, 2023 - June 30, 2028 collective bargaining agreement between the WPCA and the Union are null and void; and (4) the WPCA has no authority to negotiate changes to the Pension Plan without the Town's consent; and (5) order that the Union must bargain over the Pension Plan changes with the Town and its Pension Board. (Ex. C3).

"Section 7-474(a) of the Act ^[4] specifies that the chief executive officer or his designated representative shall represent the municipal employer in collective bargaining with such

⁴ Section 7- 474 states, in relevant part:

(a) Except as hereinafter provided, when an employee organization has been designated, in accordance with the provisions of sections 7-467 to 7-477, inclusive, as the exclusive representative

employee organization.” *Plymouth Water Pollution Control Authority*, Decision No. 2937 (1991) (Footnote added). However, paragraph (d) of that section authorizes employers which are districts, school boards, housing authorities or other authorities to enter into collective bargaining agreements with the employee organizations representing their employees concerning those conditions of employment over which they have has “sole and exclusive control.”⁵ *Hartford Board of Education*, Decision No. 2335 (1984), appeal dismissed, *Hartford Bd. of Educ. v. State Bd. of Labor Relations*, Superior Court, judicial district of Hartford-New Britain at Hartford, Docket No. CV84-0298049-S (May 15, 1986), *aff’d*, 205 Conn. 116 (1987). In the absence of sole and exclusive control, the district, school board, or authority “has no role in [the bargaining] process,” unless the municipality “clearly and unequivocally has designated [it] as its bargaining representative specifically for the purpose of negotiating that condition of employment.” *City of Hartford*, Decision No. 2812 p. 9 (1990); see also *Town of Ridgefield*, Decision No. 3921 (2003).

The record in this case reveals that the Town has control over retirement benefits under its defined benefit pension plan. (Exs. C19, C20). However, we also find that the Town authorized the WPCA to negotiate the terms and conditions of bargaining unit members’ participation in the Plan in May 2001, which authority continued until revoked by the first selectman in March 2023. Specifically, by unanimous vote of its Pension Board on May 23, 2001, the Town authorized the WPCA “to negotiate with their employees concerning their participation in the ... Pension Plan....” (Ex. C17). The Pension Board did not indicate that the grant of authority expired on a date certain. Nor did it indicate that the WPCA needed to seek renewed bargaining authority prior to engaging in future negotiations or reserve “final approval” over terms of participation in the Plan as it did with the Department of Public Works and the Housing Authority. *Id.* Accordingly, we find that the 2010 agreement to increase the pension multiplier from 1.75% to 2.0% was a legitimate exercise of that continuing grant of authority.

of employees in an appropriate unit, the chief executive officer, whether elected or appointed, or his designated representative or representatives, shall represent the municipal employer in collective bargaining with such employee organization.

⁵ Section 7- 474 states, in relevant part:

(d) If the municipal employer is a district, school board, housing authority or other authority established by law..., which by statute, charter, special act or ordinance has sole and exclusive control over the appointment of and the wages, hours and conditions of employment of its employees, such district, school board, housing authority, other authority or corporation, or its designated representatives, shall represent the municipal employer in collective bargaining and shall have the authority to enter into collective bargaining agreements with the employee organization which is the exclusive representative of such employees...

Id.

Regarding the role of the Board of Selectmen, if any, Section 7-474(b) of the Act requires that, after an agreement is reached, the municipal employer submit “a request for funds necessary to implement such written agreement and ... any provisions of the agreement which are in conflict with any charter, special act, ordinance, rule or regulation adopted by the municipal employer ... to the legislative body which may approve or reject such request as a whole ...” Conn. Gen. Stat. § 7-474(b). However, “the legislative body has no role in the bargaining process except where one or both of these conditions exist.” *City of Norwich*, Decision No. 790 (1968). In this case, we are not persuaded that increasing the pension multiplier to 2.0% required a “request for funds” or constituted a “conflict” within the meaning of Section 7-474(b) given the evidence that the WPCA annually paid the employer’s contribution from its own funds, the Town has since processed multiple retirements, and the broad bargaining authority granted to the WPCA.

We also find that the WPCA retained bargaining authority until it was revoked by the first selectman on March 22, 2023. (Ex. C11). (“The Town will not accept terms affecting the pension plan that are not negotiated directly with the Town”). In reaching this conclusion, we are aware that the Town and/or Pension Board communicated with the Union regarding bargaining proposed changes to the Plan as early as March 21, 2017. (Exs. C12, C14, C15, C18). However, since the record reveals that those communications were intertwined with proposed coalition bargaining which never went forward, they did not in our view provide sufficient notice that authority granted to the WPCA to individually bargain pensions with the Union was revoked.

Accordingly, we issue the following declaration:

The East Windsor WPCA has no authority to negotiate changes in the Pension Plan without the Town’s consent.

However, given the remainder of our findings we decline to declare or otherwise order the pension provisions in any of the existing collective bargaining agreements void and address the request for an order directing the Union to bargain in our analysis of the Town’s prohibited practice complaint.

Prohibited Practice Complaint

In MEPP-35,348, the Town contends that the Union violated § 7-470(a)(4)⁶ of the Act by circumventing its demands to bargain pension issues and negotiating that subject with the

⁶ Conn. Gen. Stat. § 7-470 states, in relevant part:

(a) Municipal employers or their representatives or agents are prohibited from: ... (4) refusing to bargain collectively in good faith with an employee organization which has been designated in accordance with the provisions of said sections as the exclusive representative of employees in an appropriate unit...

WPCA. Regarding remedy, the Town seeks a cease and desist order, an order directing the Union to bargain with the Town, and again requests that we nullify the pension provisions in the 2013-2018, 2018-2023 and 2023-2028 collective bargaining agreements between the WPCA and the Union. The Town also seeks a make whole remedy, which includes ordering the WPCA to make retroactive payments to the Town for all unlawfully attained pension benefits and awarding legal fees and costs associated with bringing the prohibited practice complaint.

The Union responds that it has no obligation to bargain directly with the Town. Specifically, the Union contends that the WPCA has the statutory authority to negotiate all terms and conditions of employment, including pensions, and has done so since at least 1993. In the alternative, the Union argues that the Town delegated its authority to bargain pensions to the WPCA or waived such authority by choosing not to participate in pension negotiations with the Union for more than 20 years and abiding by the terms negotiated between the Union and the WPCA. Based on the entire record before us, we find that the Union violated the duty to bargain by failing to complete negotiations with the Town in May 2024.

Section 7-470(c) of the Act defines the duty to collectively bargain, in relevant part, as “the performance of the mutual obligation ... to ... confer in good faith with respect to ... the negotiation of an agreement, or any question arising thereunder ...” Conn. Gen. Stat. § 7-470; see also ***Town of East Hartford***, Decision No. 4907 (2016). As discussed above, we agree with the Union that the Town designated the WPCA as its bargaining representative for negotiating the terms and conditions of bargaining unit members participation in the plan with the Union. However, the Town revoked that authority by letter of the first selectman in March 2023. The statutory duty to bargain pension issues thereafter ran directly from the Union to the Town and vice versa, and the record reveals that those parties duly commenced negotiations. While “[t]he Act requires parties to meet and confer with respect to wages, hours and other conditions of employment, the parties’ obligations do not stop there. Proposals on mandatory subjects of bargaining are subject to the impasse procedures in Conn. Gen. Stat. §§ 7- 473c; namely, binding arbitration. While parties are not required to agree to a proposal, they cannot merely walk away if an agreement is not reached.” ***Housing Authority of the City of Danbury***, Decision No. 5289 p. 14 (2023). Accordingly, we find that the Union violated the duty to bargain in good faith when it unilaterally ceased negotiating in May 2024.

In determining the appropriate remedy, we are guided by the Act which provides broad remedial powers to the Board. Such powers include the issuance of a cease and desist order and “other affirmative action as will effectuate the policies of the Act.” Conn. Gen. Stat. § 7-471(5); see also ***Stamford Career Firefighters Association (Donald Berg)***, Decision No. 4758 (2014), appeal dismissed, ***Long Ridge Fire Company v. State Board of Labor Relations***, Superior Court, judicial district of New Britain, Docket No. HHB-CV14-6027105-S (June 3, 2015 Schuman, J). We find these policies will best be served here by an appropriate cease and desist order and an order directing the Union to resume pension negotiations with the Town, and bring them to a lawful conclusion. This bargaining order is prospective only and has no effect on pension benefits in existence as of the date of this order.

The Town's request for a make whole remedy, including retroactive payments and legal fees is denied. The 2.0% multiplier was lawfully in effect for over a decade, and during that time the Town has been collecting an assessment from the WPCA for its employees' participation in the plan and processing retirements using the 2% multiplier. Under these circumstances, and taking into consideration the entire bargaining history between the WPCA and the Union, without the Town's participation in negotiations, we find that respondents' reluctance to recognize the Town's bargaining authority in 2023 absent a declaratory ruling or some other determination by this Board was neither frivolous nor nondebatable, although ultimately incorrect. *City of Bridgeport*, Decision No. 4478 (2010); *Norwalk Third Taxing District*, Decision No. 3676 (1999); *Killingly Board of Education*, Decision No. 2118 (1982).

DECLARATORY RULING

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

I. The East Windsor WPCA has no authority to negotiate changes in the Pension Plan without the Town's consent.

ORDER

By virtue of and pursuant to the power vested in the Connecticut State Board of Labor Relations by the Municipal Employee Relations Act, it is hereby **ORDERED** that UE Local 222, Connecticut Independent Labor Union Local #23:

I. Cease and desist from refusing to bargain pension benefits with the Town of East Windsor.

II. Take the following affirmative action which the Labor Board finds will effectuate the policies of the Act:

A. Bargain immediately with the Town regarding the subject of pension benefits from the date of this Decision, Order and Declaratory Ruling.

B. Post immediately and leave posted for a period of sixty (60) consecutive days from the date of the posting, in a conspicuous place where the members of the bargaining unit customarily assemble, a copy of this Decision, Order and Declaratory Ruling in its entirety.

C. Notify the Connecticut State Board of Labor Relations at its offices at 38 Wolcott Hill Road, Wethersfield, Connecticut, within thirty (30) days of the receipt of this Decision, Order and Declaratory Ruling of the steps taken by UE Local 222, Connecticut Independent Labor Union Local #23 to comply herewith.

CONNECTICUT STATE BOARD OF LABOR RELATIONS

Barbara J. Collins

Barbara J. Collins

Board Member

Katherine C. Foley

Katherine C. Foley

Board Member

Kenneth A. Hampton

Kenneth A. Hampton

Board Member

CERTIFICATION

I hereby certify that a copy of the foregoing was mailed, postage prepaid, this 24th day of September, 2025 to the following:

Attorney Peter Goselin P.O. Box 331313 Hartford, CT 06133	RRR
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Attorney Joshua Hawks-Ladds Pullman & Comley, LLC 90 State House Square Hartford, CT 06103-3702	RRR
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Paul Anderson, Chairman East Windsor WPCA 192 South Water Street East Windsor, CT 06088	RRR
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Frank N. Cassetta, General Counsel
CONNECTICUT STATE BOARD OF LABOR RELATIONS