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Testimony of

Adrienne R. DeLucca

Before the Labor and Public Employees Committee

SB 6793 An Act Modifying the State Board of Relations

March 2, 2023

Senator Kushner, Representative Sanchez, and members of this esteemed committee, my name is Adrienne DeLucca, and I am general counsel for the Connecticut Education Association, proudly representing public school teachers across our state. A significant part of my practice is before the State Board of Labor Relations.

As you know, the Teachers' Negotiation Act ("TNA"), codified at Conn. Gen. Stat. §10-153a, et seq., is the statutory authority for collective bargaining for public school teachers in our state. Adding the proposed language to the TNA would give the State Board of Labor Relations the authority to issue a cease-and-desist order to a party alleged to have committed an ongoing prohibited practice until the Labor Board hears and decides the case on the merits. This would maintain the status quo for the parties while the complaint is pending. This language currently exists in the Municipal Employee Relations Act, the statutory authority for collective bargaining between municipal employers and employee organizations representing municipal employees. It is specifically codified at Conn. Gen. Stat. §7-471(5) Powers of State Board of Labor Relations. However, the Labor Board's authority applies only to municipal employees and does not extend to teachers.

Absent this language, the only vehicle for a cease-and-desist is injunctive relief through the courts. That requires the moving party to prove irreparable harm, an almost impossible standard to meet.

With the extension of this power to teachers, we are merely seeking to put our members on an equal footing with municipal employees.