DECISION AND DISMISSAL OF COMPLAINT

On December 30, 2004, the Windsor Police Department Employees Association (the Union) filed a complaint, as amended,1 with the Connecticut State Board of Labor Relations (the Labor Board) alleging that the Town of Windsor (the Town) violated § 7-470 of the Municipal Employee Relations Act (MERA or the Act) by making a unilateral change to medical insurance benefits and subsequently failing to bargain in good faith by making an intentional misrepresentation regarding the benefits and by failing to bargain over the impact of the benefit loss.

After the requisite preliminary steps had been taken, the matter came before the Labor Board for a hearing on April 26, 2007 and September 5, 2007. Both parties appeared, were represented, and were allowed to introduce evidence, examine and cross-examine witnesses, and make argument. Both parties filed briefs and reply briefs, the last

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1 The Union amended its complaint on April 24, 2007. The Town objected to the amendment on April 26, 2007. The Labor Board overruled the Town’s objection at the hearing on April 26, 2007 and allowed the amendment.
of which was received on November 27, 2007. Based on the entire record before us, we make the following findings of fact and conclusions of law and we dismiss the complaint.

**FINDINGS OF FACT**

1. The Town 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 relevant times has represented a bargaining unit of certain employees of the Windsor Police Department.

3. The Union or its predecessor representative and the Town have been parties to successive collective bargaining agreements for many years, all of which have contained a provision relating to medical insurance. (Exs. 5, 6, 7, 8, 23).

4. The collective bargaining agreement with effective dates of July 1, 1999 through June 30, 2002 (Ex. 7) contained the following relevant provisions:

**ARTICLE XVII. INSURANCE**

**SECTION 17.1** Hospitalization and Medical Plan. Hospitalization and Medical Plan. Employees in the bargaining unit are eligible to subscribe to the Town’s hospitalization and medical insurance plan upon appointment. Enrollment in the Town’s hospital and medical insurance plan shall be open to all bargaining unit employees and their dependents. The medical and hospitalization plan for bargaining unit members shall be, at the election of the employee during the annual open enrollment, coverage under one of the following plans, or substitutes therefore with equivalent coverage:

- Blue Cross/Blue Shield/Century 96;
- Century Preferred (PPO);
- ConnectiCare (HMO);
- BlueCare Plus I (HMO).

However, a bargaining unit member may not elect Blue Cross/Blue Shield/Century 96 or Major Medical coverage after July 1, 2000, unless elected or enrolled in that plan as of July 1, 2000.

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**SECTION 17.2.** The Town’s hospital and medical insurance plan shall continue in effect following retirement of the subscribing employee…

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SECTION 17.5. **Major Medical Plan.** Employees, their spouses and/or dependants who are enrolled in the Town’s major medical insurance plan as of July 1, 2000, shall be eligible to continue in said plan thereafter. The major medical insurance plan shall pay 80% of all covered medical cost over and above the amount paid under the plan elected by the employee under Section 17.1 up to at least a One Million Dollar lifetime maximum for each subscribing employee and his/her dependants after the payment of One Hundred Dollar deductible amount by the employee. Benefits shall be paid in accordance with the major medical insurance contract in force. The Town shall pay 90% of the full major medical insurance premium for the individual subscribing employee as well as 90% of the premium for his/her family. The Town’s major medical insurance plan shall continue in effect for retired employees and/or their families who are enrolled in the plan as of July 1, 2000, and the Town shall pay 90% of the retired employee’s premium. At the Employee’s option, he/she may elect to continue coverage for their dependants and/or spouse after retirement; however, the premium for such coverage shall be paid by the retiree.

5. Most recently the Town and the Union were parties to a collective bargaining agreement with effective dates of July 1, 2002 through June 30, 2005 that the parties agreed would run until June 30, 2008 (Ex. 8). The only change made to the above provisions was the following language, contained in Section 17.1:

   However, a bargaining unit member may not elect Blue Cross/Blue Shield/Century 96 or Major Medical coverage after June 1, 2002, unless elected or enrolled in that plan as of June 1, 2002.

6. In addition to its insurance plan options, the Town offered its employees major medical insurance as described in Section 17.5 of the collective bargaining agreement provided through CIGNA. The major medical plan came with a deductible and with a coinsurance arrangement, as opposed to copayments. It was designed to “sit on top” of the Blue Cross/Blue Shield/Century 96 plan (Century 96 plan) and provide coverage for a number of benefits not covered under the Century 96 plan, including prescription coverage. The Town also offered major medical insurance to individuals enrolled in Medicare, the intent being to provide the same level of medical coverage for those individuals that they had while in the Century 96 plan. Major medical was not designed by the insurance companies to be offered to employees in HMO or PPO plans because it would be redundant coverage; the HMO and PPO plans provided full benefits, making major medical an unnecessary expense for the insurance companies.

7. Although under the terms of their plan CIGNA only offered major medical insurance for people enrolled in either the Century 96 plan or the Medicare plan, the Town had on occasion enrolled employees in major medical who were enrolled in the PPO or HMO plans.
8. Periodically, the Town held preretirement seminars for Town employees conducted by the Payroll and Benefits Assistant, at which health insurance representatives explained the employees’ health insurance options at retirement and at age 65, the age of Medicare eligibility.

9. For at least the past 30 years, when any Town employee or retiree, regardless of bargaining unit status, has reached the age of 65 Medicare becomes the individual’s primary insurance.

10. No Police Department employee has been an active employee at age 65; all have been retirees.

11. If an employee enrolled in a PPO or HMO plan did not have major medical insurance coverage and retired, prior to age 65 he or she would still be enrolled in their elected PPO/HMO and have prescription coverage through that plan. At age 65 he or she would be moved to Medicare. Without major medical insurance, individuals enrolled in Medicare would not have a prescription benefit.

12. Since approximately 1996 or 1997, Robert Lindberg (Lindberg), of Lindberg & Ripple, has been the Town’s insurance agent broker. Lindberg & Ripple provides the Town a “full-service package,” which includes financial analysis of the insurance cost structure with current vendors, assistance during contract negotiations, advising the Town as to different coverages and their costs, and keeping the Town informed on an annual basis as to the nature of the benefits provided under each plan offered.

13. As part of the services provided by Lindberg & Ripple, Lindberg met annually with the Town to discuss the nature of the benefits provided under each plan. From 1996 or 1997 through at least the negotiations for the 1999-2002 contract, Lindberg met with Director of Finance Don Cunningham (Cunningham) for this purpose. Medical insurance was frequently a contested issue in contract negotiations between the Union and the Town through the years.

14. If the Union wanted information pertaining to medical insurance, it made an information request of the Town, who then passed the request along to Lindberg.

15. In or around 1997 – 1998, Cunningham and Liz Santos (Santos), the Union’s benefits contact, held meetings at the Police Department with each shift to discuss medical insurance. They informed the employees that major medical coverage was redundant with the HMO and PPO plans.

16. During negotiations for the 1998 – 1999 contract, the Town proposed changes to the medical insurance plans, including the elimination of major medical insurance. Although the Union agreed with the Town’s proposal to limit enrollment in the Century 96 plan, it rejected the Town’s proposal to eliminate major medical insurance. (Ex. 14).
17. During negotiations for the 1999-2002 contract, the Town’s negotiating committee met with Cunningham to discuss financial issues, including medical insurance.

18. The major medical plan was a contested topic of discussion during negotiations for the 1999 – 2002 contract. The Town proposed the elimination of major medical insurance, and represented to the Union that the coverage was redundant and therefore unnecessary. Based on this assertion, the Union agreed to the Town’s proposal. The parties agreed to close eligibility for the major medical insurance plan on July 1, 2000 after permitting current employees one last opportunity to enroll in the plan during the month of June.

19. During the negotiations for the 1999 – 2002 contract, when discussing the matter of major medical insurance the parties focused solely on the impact of the elimination of major medical insurance on active employees. There was no discussion regarding the impact of the change on retirees.

20. Chief of Police Kevin Searles (Searles) served on the Town’s negotiating committee for the 1999-2002 contract. Searles had been enrolled in the major medical plan, but based on the information presented during those negotiations, Searles dropped his major medical insurance coverage, an action he would not have taken had he been aware it would negatively impact him upon retirement.

21. CIGNA informed Lindberg as early as the 2003 renewal that it was considering discontinuing major medical insurance. In approximately 2003 or 2004, in response to the fact that it knew this would create a shortfall for people in the traditional Medicare supplement plan who had not elected to enroll in major medical coverage, the Town introduced a Medicare plan with Anthem referred to as the “Plan F with Prescription Rider.” This plan was more costly than major medical and included both the hospital and medical pieces of Medicare along with a prescription rider with copayments. The plan was made available to all retirees of the Town who were Medicare-eligible, as long as their collective bargaining agreement and/or past practice permitted it. The Union’s members were eligible.

22. Sometime in 2004, Amelia Bliss (Bliss), Human Resources Director, and Lindberg held a meeting with representatives from each Town department, including the Police Department, to discuss possible solutions to the skyrocketing costs of medical insurance.

23. Sometime in November or December of 2004, the Union learned that Medicare-eligible retirees did not have prescription coverage unless they also maintained major medical insurance. John Gasparino (Gasparino), a Police Department retiree, came to the Union with questions regarding his insurance. Detective Debra Swanson (Swanson), who is also a Union official, went with Gasparino to meet with Town representatives Bliss, Santos, and Attorney Kevin Deneen. Gasparino was turning 65, but his wife was under age 65, and he questioned the status of her insurance. Gasparino was told that at age 65,
he would be moved to the High Option Plan 83 (the traditional Medicare plan without prescription coverage), and would need major medical to have prescription coverage.

24. Sometime after this, the Town and the Union began a series of informal conversations regarding the lack of prescription coverage for Medicare recipients without major medical insurance and attempted to solve the problem.

25. At the same time, Detective Thomas Zemienieski (Zemienieski) became eligible for retirement, which gave the issue some urgency to the parties. The Union filed a grievance on his behalf, claiming a change in benefits.

26. The Union and the Town then held several more formalized meetings regarding the issue.

27. On or about April 15, 2005, Bliss received a letter from CIGNA Senior Client Manager Kellie Zappone (Zappone) stating that CIGNA was terminating its major medical plan. (Ex. 13). Lindberg was copied on the letter, which stated in full:

This letter is to confirm that effective 7/1/2005 CIGNA HealthCare will no longer be able to administer your existing Major Medical plan of benefits. This product is no longer compatible with our new redesigned claim system and therefore can no longer be offered.

Please let us know if there is anything you will need to assist you in the transition to a new carrier.

28. At some point after receiving this letter, Bliss informed the Union of its contents.

29. After receiving the letter from Zappone, Lindberg, acting on behalf of the Town, began searching for alternate coverage to provide essentially the same coverage provided by the major medical plan. Lindberg made inquiries to CIGNA, Anthem, Aetna, ConnectiCare, United and HealthNet. CIGNA said it would consider continuing major medical only for people enrolled in Medicare. Anthem would not offer major medical coverage to the Town because they did not currently receive that benefit from Anthem. The others were not in the business of providing major medical coverage to the municipal market.

30. Based on this information, Lindberg constructed a cost analysis grid for medical insurance for all Town employees. (Ex. 9). The analysis focused on several questions: one, if the Town kept the plans it had, what would it cost, and two, if the Town eliminated the Century 96 plan and went to a different vendor, what would be the associated cost. No matter how the package was put together, Lindberg concluded the two non-Anthem vendors would cost more money and eliminate plan options in place under the collective bargaining agreement. Going with CIGNA would have meant losing the Century 96 plan entirely, necessitating contract negotiations to move individuals enrolled in that plan to other coverage, and losing major medical coverage for current
employees and retirees under the age of 65, because only Medicare-eligible retirees would be eligible for major medical. The grid indicated that the coverage CIGNA offered to provide would cost the Town significantly more than if it continued with programs already offered by Anthem, increasing the overall cost of the benefit plan by at least $200,000.

31. Lindberg’s research indicated that no carrier would write major medical coverage for current employees; thus as of July 2005 the Town was unable to find a vendor who would write major medical insurance for the Town’s active employees.

32. On or about July 15, 2005, the Union’s president, Scott MacGregor (MacGregor), filed a grievance regarding the elimination of major medical insurance. (Ex. 15). The grievance stated that “[o]n 07-01-05 Major Medical coverage was discontinued by the Town of Windsor. This is in violation of sections 17.2 and 17.5 of the current contract between the Town of Windsor and members of the WPDEA.” The grievance was submitted to Searles, who responded on July 21, 2005:

Scott – I have reviewed this grievance and of course understand the issue since the Town gave the Union some months warning when CIGNA informed us that they were canceling the Major Medical policy. While we have had a number of meetings with you about this and a related issue having to do with retirees’ medical insurance coverage, we have not as yet been able to reach a resolution to both issues that is mutually agreeable. Nonetheless, the Town recognizes its obligation to negotiate with the Union over the impact of the change to the Major Medical coverage brought about by CIGNA’s policy cancellation.

Therefore, please consider this response to your grievance to be an invitation by the Town of Windsor to begin negotiations regarding the impact of this change. Please contact me at your earliest convenience to set up a meeting, or if you prefer, I can have Attorney Deneen contact Attorney McEleney – just let me know. Thank you for your patience in this matter. (Ex. 15)

33. At the time, only 14 members of the Union’s bargaining unit were enrolled in CIGNA’s major medical insurance plan.

34. At some point after the filing of the Union’s grievance, the Union and the Town began to bargain over the impact of the elimination of major medical insurance. Various members of the Union executive board, including Swanson and MacGregor, participated on behalf of the Union. The Town’s representatives in these sessions included Bliss, Lindberg, and Searles. The discussions focused on trying to find a solution to address the needs of both retirees and current bargaining unit members.
35. The Town’s initial position was that it was only obligated to negotiate the impact of the loss of major medical insurance on the 14 Union bargaining unit members who carried that insurance at the time it was discontinued.

36. The Town prepared a chart it shared with the Union during impact bargaining entitled, “Options for Retirees Losing Major Medical Coverage (Single Coverage)” that compared single coverage pricing for retiree health care pre- and post-major medical elimination. (Ex. 10). Per the chart, the fiscal year 2006 cost for High Option Plan 83 with major medical was $172, $14 of which was the retiree’s share and $158 paid by the Town. Of those amounts, the retiree paid $0 and the Town paid $32 for major medical coverage. Under the Plan F with $10/$25 copays on unlimited prescriptions, the cost would be $308, $150 of which would be covered by the retiree and $158 by the Town. The cost of BlueCross/BlueShield with major medical for retirees under age 65 was $578, $58 of which was the retiree’s share and $521 paid by the Town. However, an HMO plan plus prescription coverage would cost $515, $52 covered by the retiree and $463 paid by the Town. A PPO plan plus prescription coverage would cost $594, $60 of which would be the retiree’s responsibility and $534 covered by the Town.

37. On or about January 24, 2006, the last negotiation session was held. At that session, the Town presented its written proposal to the Union. (Ex. 26). In an attempt to address the loss of major medical insurance and create a way for employees to save for postretirement healthcare, it offered $500.00 to all bargaining unit members, regardless of whether they carried major medical coverage as of the date of cancellation, for each of the remaining two years of the collective bargaining agreement. The money would be added to each employee’s ICMA account, also known as a deferred cash compensation plan, and could be used to cover the expenses that would formerly have been covered by the major medical insurance. As the ICMA is a matching plan, employees would be required to make contributions to their ICMA accounts.

38. The Town’s offer also included increases to members’ medical insurance and office visit copays and changes to prescription drug coverage. Specifically, the Town was asking the Union to agree to the following terms:

1. 12.5% premium coshare in the first year beginning July 1, 2006
2. 15% premium co-share in the second year beginning July 1, 2007
3. New employees hired after March 1, 2006 would pay the 15% premium co-share.
4. Retiree spouse health coverage would go to a 70/30 co-share.
5. Office visit copay would increase to $15 for both HMO and PPO
6. Hospital admit copay would increase to $50 per day to a maximum of $250
7. Emergency room copay for PPO would increase from $25 to $50 (HMO was already $50)
8. Prescription plan would go to a three tier formulary with generic and brands on the formulary still at $5 or $10 but $25 for nonformulary drugs
9. Mail order would go to $10/$20/$50 for a three month supply
39. The Town had arrived at its proposal, which amounted to $26,000 per year, by calculating the savings it realized as a result of the elimination of the major medical insurance ($9,432 for the 14 employees who still had major medical insurance) and adding the savings it would realize if its proposal to increase copays and change the prescription plan was accepted by the Union; thus the proposal would not represent any additional cost to the Town. The written proposal the Town presented to the Union included the information that one of the factors it considered in making its proposal was the issue of Other Post-Employment Benefit Obligations (OPEB),

...which requires municipalities to quantify the OPEB liability and determine an annual required contribution to amortize the liability. It must start showing no the books in two years. The Town’s estimate of the liability done by the actuaries is between $36 and $44 million dollars. The Town Council has been informed about this and will begin discussing how to address the problem. This is an important issue to be aware of because whatever we negotiate Peter has to be able to sell to the council. Adding to the liability by directly funding additional retiree health benefits is questionable at this time.

(Ex. 26).

40. The Town also proposed making some design changes to its insurance plans, stating that if the Town could achieve further savings through the changes, it would use the additional savings to fund a comprehensive plan for retirement coverage. The Union indicated that it would be willing to consider some plan changes if it would help bring retirees into a plan that would provide prescription coverage lost as a result of the elimination of major medical insurance.

41. The Union did not agree with the Town’s proposal and felt that the offer required too many concessions by the Union. However, it informed the Town that it would bring the offer back to the membership for consideration and respond to the Town at a later date.

42. The Union did not make a counterproposal or any other response to the Town’s proposals, nor did the Union file the matter for mediation or arbitration.

43. Retirees from the Town who are Medicare-eligible currently have two coverage options: Plan F with Prescription Rider, and High Option Plan 83, with no prescription coverage.

CONCLUSIONS OF LAW

1. The Town did not intentionally misrepresent to the Union that there was no need for major medical insurance coverage.
2. The Town did not fail to bargain in good faith regarding the impact of the loss of major medical insurance on all bargaining unit employees.

**DISCUSSION**

The Union alleges that the Town violated its duty to bargain in good faith by intentionally misrepresenting to the Union that its bargaining unit members did not need to maintain major medical insurance because such coverage was redundant. The Union further alleges that the Town violated its duty to bargain in good faith by failing to bargain over the impact of said loss on all bargaining unit members, not just the 14 members who carried major medical coverage at the time it was discontinued.²

The Town counters that the representations it made regarding major medical insurance were made in good faith and in reliance upon the information it had at the time. The Town further asserts that it fully engaged in impact bargaining with the Union regarding all bargaining unit members. In this case we agree with the Town for the following reasons.

We first address the Union’s claim that the Town made statements with the intent to deceive the Union. It is axiomatic that good faith bargaining includes the duty of the employer to disclose information that, if withheld, would place the union at an unfair disadvantage. *City of Waterbury*, Dec. No. 3206 (1994); *Ellington Board of Education*, Dec. No. 3100 (1993). Except for *per se* violations of the Act, the totality of the circumstances must be considered in determining whether a party has bargained in good faith. *West Hartford Education Association v. DeCourcy*, 162 Conn. 566 (1972); *State of Connecticut*, Decision No. 3521 (1997).

In the present case, the Union argues that the Town breached its duty to bargain in good faith by intentionally misrepresenting to the Union that the major medical plan was “not necessary” and “redundant” during insurance information sessions held in 1997-1998 and during negotiations for the 1999-2002 collective bargaining agreement. In this regard, the Union specifically alleges that former Finance Director Cunningham knew that at age 65 bargaining unit employees switched to Medicare and would need major medical insurance for prescription coverage but lied to Union members and intentionally supplied false information to the Town’s bargaining committee for the intended purpose of passing that information on to the Union in order to convince it to agree to drop major medical coverage. However, the record does not support the Union’s allegations or the conclusion it urges us to draw.

Regarding the first part of the allegation, the evidence indicates that the Town’s statements in the information sessions that major medical coverage was redundant for employees enrolled in PPO or HMO plans were true. Despite the fact that the Town occasionally permitted it, employees in the PPO and HMO plans were not supposed to be

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² In its initial complaint, the Union also claimed the Town unilaterally changed medical benefits for bargaining unit members over the age of 65; however, this allegation was abandoned at the hearing. As such we do not address it here.
enrolled in major medical insurance precisely because the insurance company felt it was redundant coverage; unlike the Century 96 or Medicare plans, the HMO and PPO plans provided full benefits, making major medical unnecessary for these plans.

Regarding the second part of the allegation, while it is true that major medical insurance had been a frequent topic of discussion between the parties and the Town was clearly interested in its elimination, the evidence does not indicate that the Town resorted to deceit during the negotiation sessions for the 1999-2002 contract in an attempt to convince the Union to agree to drop the coverage. The Union’s allegations of intentional deception focus on the knowledge and actions of former Finance Director Cunningham, who did not testify at the hearing and is deceased. The only evidence on the record regarding Cunningham’s alleged knowledge or lack thereof came from Lindberg, who testified that Cunningham knew that eliminating major medical insurance would negatively affect retirees and that he and Cunningham had discussed that fact. Lindberg, however, did not testify that Cunningham passed that knowledge along to the Town’s negotiating committee, nor did he testify that he himself informed anyone in the Town of all the impacts of eliminating major medical.

On the other hand, Chief Searles, a member of the Town’s negotiating committee, testified credibly that he and Cunningham never discussed the impact of major medical insurance on post-retirement benefits. In fact, Chief Searles dropped his own major medical coverage based on his understanding of its redundancy to his active-employee insurance coverage. Searles testified that he would not have done so had he known about the importance of major medical insurance after retirement. Thus after weighing all the evidence before us, we must conclude that whatever Cunningham’s knowledge, he did not inform, or adequately explain to, the Town’s negotiating committee that major medical insurance was necessary to provide prescription coverage to retirees.

The overwhelming majority of the evidence indicates that neither the Union nor the Town’s negotiating committee was aware that the elimination of major medical coverage would have a significant impact on retirees until Gasparino approached the Union with questions regarding his insurance in late 2004. The uncontroverted evidence presented indicates that the discussions regarding major medical insurance during the 1999-2002 contract negotiations focused solely on the impact of its elimination on active employees. The parties simply did not consider that the elimination of major medical insurance might impact retirees. Therefore, based on all record evidence we find the Town did not make any statements regarding major medical insurance with the intention to mislead the Union.

In its brief, the Union raises the doctrine of equitable estoppel. As we have stated before, in order to find equitable estoppel:

…[one] party must do or say something that is intended or calculated to induce another into believing in the existence of certain facts and to act upon that belief; and the other party must actually change his position or do some act to his injury that he would not have done…Estoppel rests upon the misleading conduct of one
party which results in the prejudice to the other. In the absence of prejudice, estoppel does not exist. Hartford Board of Education, Dec. No. 3453 (1996). (internal citations omitted).

As discussed above, it is clear that the elements of equitable estoppel are not present in this case. The evidence does not support a conclusion that the Town attempted to mislead the Union at any time regarding major medical coverage.

The Union also argues that the Town failed to bargain in good faith by refusing to negotiate the impact of the loss of major medical insurance on all bargaining unit members. Nothing in the record supports this allegation; in fact the record clearly proves the opposite is true. It is uncontested that after learning that CIGNA was discontinuing its major medical insurance, the Town and the Union engaged in impact bargaining, and met both informally and formally in an attempt to resolve the matter. Bargaining over this issue culminated in January 2006 at which the Town presented its written proposal to the Union. While it is true that the Town’s initial position was that it only had to bargain over the impact of the discontinuation on the 14 bargaining unit members who carried the coverage, the evidence was very clear that the Town’s proposal in January 2006 made provision for all bargaining unit members.

The statutory duty to bargain in good faith requires parties “to participate actively in deliberations so as to indicate a present intention to find basis for agreement.” DeCourcy, supra, City of Milford, Dec. No. 2465 (1986) (internal quotations omitted). The duty does not require the parties to reach an agreement. See, e.g., Killingly Board of Education, Dec. No. 2118 (1982). In this regard, the evidence here unequivocally indicates that the parties spent a great deal of time attempting to “problem-solve” the issues created by the elimination of major medical insurance. Ultimately, the Town presented a proposal to the Union. If the Union was unhappy with the Town’s proposal, it was free to make a counterproposal or to file the matter for mediation or arbitration. It did neither. The Union’s apparent dissatisfaction with the Town’s proposal does not negate the fact that the Town met its obligations in regard to impact bargaining over this issue. Therefore we find the Town did not violate its duty to bargain in good faith over the impact of the elimination of major medical insurance.

As a final matter, we address an argument raised by the Union for the first time in its brief. The Union claims that the Town failed to bargain in good faith by considering only the impact of the elimination of major medical insurance on the Town, not the employees. The Union argues that impact bargaining requires the Town to make a financial contribution toward resolving the impact of the loss of major medical insurance on the employees, and that the Town’s proposal does not do so. This argument is without merit. The duty to bargain under the language of the Act plainly does not require concessions: “...such obligation shall not compel either party to agree to a proposal or require the making of a concession.” Conn. Gen. Stat. § 7-470(c). And as a side note, we have pointed out before that, “initial proposals in collective bargaining are rarely realistic or reflective of the serious goals of the proposing party. It has been our long experience that experienced labor negotiators know this and give the bargaining process some time
to unwind to allow the wheat to separate from the chaff.” *Killingly Board of Education, supra*. It is not surprising that the Town’s first proposal contained terms most beneficial to itself. Further bargaining, and its attendant proposal exchange, may have yielded a different result. The Union’s dissatisfaction with the Town’s first written proposal does not eradicate the fact that the Town bargained in good faith regarding the impact of the elimination of major medical insurance.

Based upon the foregoing, we dismiss the complaint.

**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 the complaint filed herein be and the same hereby is, DISMISSED.

CONNECTICUT STATE BOARD OF LABOR RELATIONS

John W. Moore, Jr.  
John W. Moore, Jr.  
Chairman

Patricia V. Low  
Patricia V. Low  
Board Member

Wendella A. Battey  
Wendella A. Battey  
Board Member
CERTIFICATION

I hereby certify that a copy of the foregoing was mailed postage prepaid this 26th day of August, 2008 to the following:

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Jaye Bailey, General Counsel
CONNECTICUT STATE BOARD OF LABOR RELATIONS