COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1298, Petitioner and Plaintiff, v. CONNECTICUT PUBLIC UTILITIES REGULATORY AUTHORITY, Respondent and Defendant.	: : : : : : : : : : :	SUPERIOR COURT JUDICIAL DISTRICT OF NEW BRITAIN AT NEW BRITAIN DECEMBER 5, 2024

APPEAL FROM THE FINAL DECISION OF THE PUBLIC UTILITIES REGULATORY AUTHORITY AND COMPLAINT

INTRODUCTION

1. In 1911, the state legislature established the predecessor agency to Respondent-Defendant Public Utilities Regulatory Authority ("PURA") to regulate electric, gas, water, telegraph, and telephone companies. In the same statute, the legislature expressly limited this new regulatory body's power by prohibiting it from interfering with labor contracts "in any manner." That statutory constraint remains in force. Until recently, PURA generally respected it.

2. The Communications Workers of America Local 1298 ("CWA") represents telephone workers of Frontier Communications of Connecticut) ("Frontier"). Collective bargaining agreements between CWA and Frontier protect the jobs of thousands of workers who repair and maintain telephone poles across Connecticut.

3. Since 2000, Frontier and its corporate predecessors have agreed to limit their use of third-party contractors and to abide by a notification and bargaining procedure with CWA when Frontier determines outside contractors are necessary. Through this negotiated procedure, CWA has been able to protect work for its members and extend union protections such as overtime rules to nonunion workers when Frontier chooses to use contract work.

4. One category of work that CWA members traditionally perform is repair of damaged poles and transfer of utility boxes. When a utility pole is damaged or needs replacing, workers must replace the individual boxes that provide electricity, cable, internet, and other services. CWA members transfer Frontier's boxes.

5. However, for the past two decades, Connecticut's utility pole infrastructure has degraded, and a significant backlog of repairs has formed. Tens of thousands of damaged utility poles must be repaired and made ready for new broadband and telecommunications attachments.

6. In 2019, PURA issued a series of decisions and created a Policy Working Group to address this backlog of work. Together, these decisions and the actions of the Policy Working Group mandate the use of nonunion contractors ("Contractor Mandate") to perform work traditionally done by CWA members.

7. PURA's Contractor Mandate requires utility pole owners and companies that attach necessary equipment to utility poles – including Frontier – to use a mutually agreed upon third-party contractor to conduct work on damaged poles which hosted attachments of multiple telecommunications utilities, or else be subject to fines.

8. To comply with the Contractor Mandate, Frontier must utilize outside contractors for traditional bargaining unit work, which nullifies the notification and bargaining process under CWA's collective bargaining agreement. As a result, PURA has deprived CWA of the recourse mechanisms specified in its collective bargaining agreement and the union's ability to prevent the loss of its members' bargaining unit hours.

9. PURA's imposition of its Contractor Mandate guts the outside-contractor protections of CWA's collective bargaining agreement, in violation of the century-old statutory ban on PURA interfering "in any manner" with labor contracts. General Statutes § 16-42.

10. On April 23, 2024, CWA petitioned PURA for a declaratory ruling that its Contractor Mandate was in excess of statutory authority under § 16-42 and preempted by the National Labor Relations Act ("NLRA"). CWA also sought a declaratory ruling that PURA's final decisions constituting the Contractor Mandate were arbitrary and capricious under General Statutes § 4-183(j)(6). PURA denied CWA's petition on October 23, 2024.

11. CWA brings this Appeal and Complaint pursuant to §§ 4-175(a) and 4-183(a) of the General Statutes and pursuant to General Statutes § 16-42 itself.

12. CWA requests that this Court set aside PURA's final decision and direct PURA to correct the errors of law and fact that underlie its decision pursuant to General Statutes §§ 4-175, 4-183, and 16-42. It is beyond the power of PURA to interfere in the collective bargaining agreement between CWA and Frontier "in any manner." § 16-42. In the alternative, CWA pleads a private right of action pursuant to § 16-42.

JURISDICTION AND STANDING

13. This Court has jurisdiction pursuant to General Statutes §§ 4-183 and 4-175. CWA has exhausted its administrative remedies, is aggrieved by a final agency decision, and has timely sought judicial review. See also General Statutes §§ 4-175(e)(5), 4-176(h).

14. This Court also has jurisdiction over this Complaint pursuant to General Statutes § 51-164s.

PARTIES

15. Petitioner-Plaintiff CWA is a labor union which is the exclusive representative of 1,800 telecommunications workers in the state of Connecticut, including 1,400 linemen, engineers, and other employees of Frontier.

16. Respondent-Defendant PURA, is an agency of the State of Connecticut created under Chapter 277 of the Connecticut General Statutes with the statutory authority set forth in Title 16 of the Connecticut General Statutes.

LEGAL BACKGROUND

17. In this Appeal and Complaint, CWA states causes of action under both General Statutes § 16-42 and § 4-183(j).

18. General Statutes § 16-42 provides, "Nothing in [Title 16] shall be construed to authorize the Public Utilities Regulatory Authority to interfere in any manner with contracts between public service companies and their employees." This prohibition on contract interference is longstanding, specific and unique to PURA; no other provision of the Connecticut General Statutes imposes such a prohibition on any other state agency by name.

19. Section 16-42 bars PURA from interfering in CWA's collective bargaining agreement with Frontier because Frontier is a public service company, General Statutes § 16-1(3), and CWA members are employees of Frontier.

20. Conn. Gen. Stat. § 4-183(j) directs that "[t]he court shall affirm the decision of the agency unless the court finds that substantial rights of the person appealing have been prejudiced because the administrative findings, inferences, conclusions, or decisions are . . . (1) in violation of constitutional or statutory provisions; (2) in excess of the statutory authority of the agency; (3) made upon unlawful procedure; (4) affected by other error of law; (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or (6) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion."

21. The standards set forth by § 4-183(j) apply to PURA's declaratory ruling pursuant to § 4-176(h).

22. The standards set forth by § 4-183(j) apply to the Final Decisions and Orders issued in Docket No. 19-01-52RE01 and Docket No. 21-07-29 pursuant to 4-183(a) as they are final decisions.

STATEMENT OF FACTS

A. CWA's Utility Pole Work Prior to PURA's Unlawful Decisions

23. For over twenty years, CWA's members, or contractors covered by its collective bargaining agreement, have performed labor known as "make-ready work" and "double pole removal" on Frontier's utility poles.

24. Public utility companies, including Frontier, use "double poling" when a utility pole is damaged but cannot be fully repaired immediately. To maintain the structural integrity of a pole in this situation, linemen set a second pole beside the first to support the original one.

25. Double poling is a dangerous situation meant as a temporary fix. Double poles lack structural integrity and create a visual obstruction for drivers at key intersections, contributing to traffic accidents.

26. To preserve integrity of the utilities attached to utility poles, and to prevent the collapse of the poles, double poles are meant to be removed and replaced with a single, structurally sound pole in a timely manner. This process involves moving telecommunications boxes and wires, called shifting, to the new, permanent pole.

27. "Make-ready work" constitutes all the tasks that must be done in advance of the installation of telecommunications and broadband technology on a new pole. Make-ready work

typically consists of shifting utility boxes from a damaged pole to a new pole and removal of the double pole.

28. Make-ready work constitutes core work for linemen and engineers who are members of the CWA bargaining unit. These jobs sustain thousands of workers and their families across Connecticut.

29. In past emergencies when poles were damaged, such as after Hurricane Sandy, Frontier deployed bargaining unit members twenty-four hours a day, seven days a week to remove damaged poles and replace them with new ones. Damaged poles would be replaced in one visit, as companies with attachments on the damaged pole would also dispatch their teams to shift their respective wires and attachments on the damaged pole to the new one.

30. CWA bargaining unit members were responsible for Frontier's facilities and equipment and would finish the process by shifting Frontier's facilities and equipment to the new pole. CWA members would also receive overtime and paid sleep time for night work.

31. CWA's collective bargaining agreement with Frontier reflected the importance of this work to the union because it established a system to allow workers and management to negotiate the conditions under which this work would be contracted out.

B. CWA's Collective Bargaining Agreement with Frontier

32. In 2000, CWA and Frontier's predecessor, Southern New England Telephone ("SNET"), agreed to supplement their collective bargaining agreement with a document from William H. Porter, Vice President of Labor Relations of SNET, dated December 17, 2000 and commonly referred to as the "Porter Letter." The Porter Letter assured the union that Frontier would make every effort to use bargaining unit employees, rather than outside contractors, for work of extended duration. The Porter Letter committed SNET to providing CWA notice of

decisions to contract out work, including the reasoning for doing so and "information regarding the purpose, scope, and expected duration of the work."

33. SNET also agreed to give CWA members the opportunity to negotiate the impact of the decision, update CWA members on the progress of the work, and routinely report on the number of contractors employed.

34. The Porter Letter declares that "it continues to be [SNET's] general policy that traditional telephone work consistently performed by bargaining unit employees will not be contracted out if it will currently and directly cause layoffs or part-timing of employees." Moreover, SNET and Frontier committed that "the Company will make every effort, consistent with the needs of the business, to use bargaining unit employees, rather than outside contractors, to perform bargaining unit telecommunications work expected to be of extended duration, including telecommunications work requiring application of new technologies."

35. To implement that commitment, the companies agreed to provide prior notice when "it is anticipated that the contracting out is not of an occasional nature." The notice must include "information regarding the purpose, scope, and expected duration of the work," as well as "the reasons for the decision." Finally, the companies agreed that the union will have "full opportunity to discuss their views and review the impact that the decision may have on their members regarding such things as the availability of overtime."

36. The Porter Letter additionally provides that if the parties disagree over the use of contract labor, that either party may submit the disagreement to mediation, and may request binding arbitration if mediation is unsuccessful.

37. The Porter Letter memorialized longstanding practices regarding the use of contract labor. Even before the 2000 Letter, the CWA and SNET had negotiated the use of

contract labor for bargaining unit work, and the parties understood that bargaining unit employees should be maximally used to cover SNET's needs, with contract labor a last resort. In short, the parties understood and agreed that use of contract labor would be accompanied by notice, negotiation, and overtime opportunities for bargaining unit workers.

38. When Frontier acquired SNET in 2014, it agreed to abide by the commitments made in the Porter Letter, and the Letter has been incorporated in each successive bargaining agreement between CWA and Frontier.

39. CWA and Frontier have diligently adhered to this collective bargaining agreement whenever Frontier needed to contract out bargaining unit work, including make-ready work. Prior to the Contractor Mandate, Frontier would provide notice to CWA members when Frontier wished to contract out and would subsequently have a formal meeting to negotiate the terms of this contracting. Often, CWA secured commitments from Frontier to allocate overtime hours to bargaining unit members when Frontier insisted on the use of contractors. This lessened the impact of cheap competition on bargaining unit members.

40. Additionally, throughout the year, Frontier and CWA Vice Presidents hold ongoing meetings in which they discuss updates or changes to Frontier's use of contractors. CWA often submits a Request for Information following such meetings to obtain contracting information in writing. The responses to the Requests for Information allow CWA to pursue mediation or arbitration if it elects, and to enforce other substantive provisions of the collective bargaining agreement, such as layoff and recall procedures.

41. CWA's collective bargaining agreement with Frontier also provides that if Frontier must initiate layoffs, it must first terminate all "contract labor and Temporary employees

performing services that employees designated for layoff are qualified to perform and that can be performed at comparable costs."

42. In sum, it was the longstanding practice, pursuant to their collective bargaining agreement, for Frontier to provide notice to CWA and opportunity for negotiation before contracting out traditional bargaining unit work expected to be of extended duration. CWA has rarely faced an interruption to this process until PURA imposed its Contractor Mandate.

C. PURA's Approval of "One-Touch-Make-Ready" and the "Single Visit Transfer" Pilot Program

43. Over the last two decades, disinvestment in maintenance and reductions in quality union workforce have led to a backlog of needed work on Connecticut's utility pole infrastructure. Across the state, tens of thousands of poles must be repaired to be made ready for new broadband and telecommunications attachments.

44. Further, tens of thousands of utility poles have fallen into disrepair or have remained supported by a double pole for years.

45. Frontier owns more than 800,000 poles in Connecticut, constituting the vast majority of the state's utility poles. Each utility poll typically has attached to it multiple utility boxes belonging to different companies. Thousands of those poles need make-ready work.

46. Instead of requiring Frontier to reinvest in its workforce and infrastructure, PURA altered the entire market for pole owners and attachers (companies who attach their utility box to a pole, but do not necessarily own the pole). Through two decisions and implementing actions, PURA created a "Contractor Mandate" for labor known as "One-Touch-Make-Ready" and "Single Visit Transfer" work throughout Connecticut.

47. In its first decision, issued on May, 1 2022, PURA ordered pole owners and attachers to utilize a "One-Touch-Make-Ready" process to address the backlog of make-ready

work throughout the state. See Decision and Order, PURA, "PURA Investigation of Developments in the Third-Party Pole Attachment Process – Make Ready," Docket No. 19-01-52RE01 (May 1, 2022) ("OTMR Decision").

48. One-Touch-Make-Ready is a process by which workers prepare utility poles for new attachments, especially in broadband and telecommunications. The purpose of the "one-touch-make-ready" process is to have a single team, instead of multiple teams employed by different attachers, do all necessary work on a pole.

49. The OTMR Decision also created a Policy Working Group, comprised mainly of pole owners and attachers. PURA "requires that the implementation of OTMR be a point of continued discussion in the . . . policy working group." PURA specifically tasked the Policy Working Group with "review[ing] . . . third-party contractor availability and retention," and developing recommendations to implement the program. PURA further mandated that the Policy Working Group "shall file for Authority review and approval recommendations and reports on . . . contractor resource acquisition and retention." CWA is also a member of the Policy Working Group.

50. The Policy Working Group is a PURA body, created by the OTMR Decision. PURA determined its member composition, PURA officials attended its meetings, and PURA retains materials pertaining to the Policy Working Group.

51. The OTMR Decision also directed utility pole owners such as Frontier to abide by specific pole maintenance standards and timelines—or face a civil penalty.

52. In the OTMR Decision, PURA threatened pole owners with civil penalties consisting of four years' worth of tolled fines. PURA conditioned the continued tolling of these fines on pole owners' "commitment to implement" the Contractor Mandate.

53. The OTMR Decision thus specifically ordered the use of third-party contractors to perform make-ready work traditionally done by CWA members, created a Policy Working Group to carry out that authorization, and enforces the implementation of that process through the threat of imposing tolled fines.

54. In October 2022, the Policy Working Group recommended that PURA undertake a pilot program applying the One-Touch-Make-Ready process to address double poles in twelve municipalities by using a single "mutually agreed-upon contractor"—selected by the Policy Working Group—to perform double pole removal and simple transfers. In December 2022, PURA adopted the Policy Working Group's recommendations, with limited changes, in its Single Visit Transfer Decision. This is the second decision comprising PURA's Contractor Mandate. See generally Decision and Order, PURA, "Single Visit Transfer Process for Double Poles," Docket No. 21-07-29 (December 21, 2022) ("SVT Decision").

55. The SVT Decision adopted the Policy Working Group's recommendation that the SVT pilot be carried out within specified time periods in designated localities, in a process commonly called a "freeze."

56. During a freeze, only the Policy Working Group-selected contractor can conduct any telecommunications work in the "frozen" municipality, absent an emergency or customer complaint. That contractor is supposed to limit its work to simple transfers, which are transfers in which existing attachments in the communications space of a pole can be transferred without any reasonable expectation of a service outage or facility damage, and do not require splicing of any existing communications attachment or relocation of a wireless attachment.

57. Neither Frontier, nor any other pole owner or attacher, can utilize their own workers to conduct SVT work – or any telecommunications work - in frozen towns during frozen periods, regardless of commitments such companies have made to their workers.

58. Since the adoption of the SVT Pilot Program in December 2022, the Policy Working Group has ordered "freezes" in New Britain, Winchester, Waterbury, Branford, Easton, East Haven, Hamden, Bridgeport, Fairfield, and Milford.

59. The Policy Working Group approved two non-union contractors, and later one union contractor. These contractors have performed and continue to perform SVT work.

60. CWA is not on the list of agreed-upon contractors because CWA members are directly employed by Frontier and thus do not qualify as a third-party contractor.

61. If not for the OTMR and SVT Decisions, the work in "frozen" towns on Frontier poles and attachments would ordinarily be completed by CWA bargaining unit members, or contractors hired pursuant to CWA's collective bargaining agreement.

62. The SVT decision imposes mandatory requirements. The decision required that "[n]ot later than February 22, 2023, the Policy Working Group *shall* implement the SVT Pilot Program, as modified herein."

63. PURA enforces pole owners' compliance with the Single Visit Transfer Decision by a civil penalty of up to $10,000 per violation of PURA's required SVT timeline. These penalties are distinct from the four years of tolled fines which PURA utilized as leverage for compliance with its OTMR Decision.

64. Thus, through the OTMR Decision, and its application in the SVT Decision as recommended by the Policy Working Group, PURA implemented a Contractor Mandate which

required that Frontier allocate work traditionally done by CWA members exclusively to third-party contractors under threat of civil penalty.

65. PURA has indicated interest in expanding the SVT program to additional work traditionally performed by CWA. In a Working Group call on February 15, 2024, PURA staff stated they would "include a sentence in its February 22 report regarding exploring the notion of applying SVT to all Make-Ready work in future Working Group meetings."

D. PURA's Contractor Mandate Interferes with CWA's Collective Bargaining Agreement.

66. PURA's Contractor Mandate has disrupted the contract between CWA and Frontier pertaining to the use of contractors, including make-ready work.

67. PURA's Contractor Mandate has nullified the agreements in the Porter Letter, as well as the collective bargaining agreement's layoff and recall procedures.

68. Through the Contractor Mandate, PURA has required Frontier to allocate Single Visit Transfer work to third-party contractors. But for the Contractor Mandate, CWA members or contractors hired pursuant to the collective bargaining agreement would perform Single Visit Transfer work on Frontier poles and attachments.

69. However, even if Frontier followed the notification procedures required by the Porter Letter, CWA cannot negotiate to preserve the work for its members, because PURA requires that third-party contractors perform Single Visit Transfer work.

70. Additionally, the Contractor Mandate interferes with CWA's longstanding collective bargaining agreement mechanisms for resolving contract disputes.

71. Under the ordinary process of submitting disagreements to mediation or binding arbitration, CWA can request that its members be prioritized for transfer work. As a result of

PURA's Contractor Mandate, CWA cannot ask that its members be used in "frozen" areas without running afoul of the SVT Pilot Program as adopted in the SVT Decision.

72. Additionally, PURA's Contractor Mandate has jeopardized CWA's ability to implement its layoff and recall procedures pursuant to its collective bargaining agreement, which require that Frontier terminate contract labor prior to laying off bargaining unit members and that Frontier utilize any laid-off bargaining unit members prior to rehiring any contract labor.

73. Should Frontier initiate layoffs amidst a "freeze," CWA cannot hold Frontier to its commitment under the collective bargaining agreement to terminate *all* contract labor, prior to laying off bargaining unit members, without contravening the SVT Pilot Program as adopted in the SVT Decision. Frontier must use an agreed-upon third-party contractor to complete any ongoing SVT work by specified timelines or risk subjection to civil penalty.

74. PURA's interference in CWA's collective bargaining agreement through the Contractor Mandate has harmed, and continues to harm, CWA members. CWA has lost thousands of hours of work by bargaining unit members as a result of PURA's interference.

75. PURA intends to expand the Single Visit Transfer pilot program to all make-ready work. This will further erode CWA's ability to protect traditional bargaining unit work pursuant to the terms of the Porter Letter and to enforce its layoff and recall procedures.

76. PURA's Contractor Mandate has compelled Frontier to violate its collective bargaining agreement with CWA, or otherwise Frontier would face civil penalty.

PROCEDURAL HISTORY

77. CWA properly filed a petition for a declaratory ruling with PURA pursuant to General Statutes § 4-176(a) and Conn. Agencies Regs. § 16-1-113 et seq. on April 23, 2024.

78. CWA's petition sought a declaratory ruling regarding the applicability of General Statutes § 16-42 to specified circumstances, and the validity of a Final Decision under 4-183(j).

79. Specifically, it sought a ruling that General Statutes § 16-42 is applicable to—and invalidates—the Contractor Mandate's interference with CWA's labor contract.

80. CWA's petition explained how the Contractor Mandate undermined the union's contract and assigned work typically reserved for the union's members to third-party contractors.

81. Additionally, CWA's petition sought a ruling as to whether PURA's adoption of its OTMR and SVT Decisions was arbitrary and capricious, in violation of § 4-183(j).

82. CWA argued that the OTMR Decision and Order issued in that Docket was arbitrary and capricious for failure to provide a reasoned basis for rejecting CWA's objections.

83. In response to CWA's petition, PURA initiated an uncontested proceeding on June 12, 2024 and issued a Notice of Request for Briefs on August 9, 2024.

84. Netspeed LLC and Crown Castle Fiber LLC filed briefs on September 3, 2024.

85. CWA moved for leave to file a reply brief and filed its reply brief on September 25, 2024.

86. PURA issued a Proposed Final Decision on October 10, 2024. CWA timely filed a Written Exception on October 15, 2024.

87. On October 23, 2024, PURA issued a final declaratory ruling on CWA's petition. See Decision, Public Utilities Regulatory Authority, "Petition for Declaratory Ruling on Behalf of Communications Workers of America Local 1298 Regarding General Statutes 16-42," Docket No. 24-05-11 (Oct. 23, 2024) (copy attached as Exhibit A).

88. PURA treated CWA's petition as one for an as-applied declaratory ruling. It decided that CWA's request for a declaratory ruling regarding the validity of PURA's SVT and

OTMR Decisions was an impermissible "indirect" appeal. Specifically, it found that CWA's petition did not seek a ruling on the applicability of a provision of the general statutes to specified circumstances, and did not seek a ruling on the validity of a regulation or final decision.

89. On this basis, PURA declined to issue a declaratory ruling regarding the applicability of § 16-42 to the specified circumstances of the Contractor Mandate's interference with CWA's contract with Frontier, or the applicability of 4-183(j) to the decisions thereunder.

90. PURA did conclude that § 16-42 is inapplicable to the actions of the Policy Working Group, finding that "the actions of the Policy Working Group [do not] constitute unlawful interference by the Authority with CWA's contract with Frontier."

91. PURA dictated the Policy Working Group composition, including the number of representatives or any additions and/or subtractions to the members list.

92. The Policy Working Group's actions in carrying out the OTMR and SVT Decisions, including the actions of Frontier as a member and attacher, were not voluntary. Their actions were mandated by PURA's decisions.

93. Even if the actions taken by the Policy Working Group or Frontier could be considered voluntary on their own, PURA's consistent threats to impose fines unless pole owners "commit[ ] to implement" the Contractor Mandate renders it mandatory.

CAUSES OF ACTION

First Count

(Declaratory Judgment under C.G.S. § 4-183(j))

94. CWA realleges and incorporates by reference the preceding paragraph of the Complaint as if fully set forth herein.

95. CWA is aggrieved because it has a specific, personal and legal interest which has been specially and injuriously affected by the declaratory ruling and Contractor Mandate.

96. CWA's specific and legal interest in the preservation of its collective bargaining agreement is specially and injuriously affected by the declaratory ruling's furtherance of the interference imposed by the Contractor Mandate.

97. PURA's declaratory ruling, as alleged herein, violates § 4-183(j)(1), (2), (4), (5), and (6).

98. The Contractor Mandate, and PURA's decision upholding it, as alleged herein, has prejudiced CWA's substantial rights.

99. PURA's declaratory ruling that CWA's petition was impermissible was contrary to § 4-176(a), and thus contrary to law under 4-183(j)(1).

100. PURA incorrectly found that CWA's petition was an impermissible indirect appeal. Section 4-176(a) allows for CWA to "petition an agency . . . for a declaratory ruling as to . . . the applicability to specified circumstances of a provision of the general statutes." CWA's petition conformed with this provision by seeking a ruling on the applicability of § 16-42 to the "specified circumstances" of PURA's interference in CWA's collective bargaining agreement.

101. Alternatively, CWA's petition is properly considered a request for a ruling on the application of a General Statute to a final decision, or a petition on the validity of a regulation.

102. PURA's refusal to make a declaratory ruling on the applicability of § 16-42 to the OTMR Decision and SVT Decision's interference with CWA's collective bargaining agreement is contrary to law under § 4-183(j)(1).

103. PURA's declaratory ruling that the OTMR Decision is not subject to the "arbitrary or capricious" standard of § 4-183(j)(6) is contrary to law under § 4-183(j)(1).

104. PURA intended these decisions to be "final." Therefore, the decisions are subject to arbitrary and capricious review. Section 4-183(j) dictates that agency decisions must be the result of reasoned decisionmaking, namely, a reasonable application of relevant statutory provisions and standards to the substantial evidence on the administrative record.

105. PURA failed to respond to CWA's legal arguments, and thus, its adoption of the Contractor Mandate cannot be the result of reasoned decisionmaking.

106. PURA's declaratory ruling, by upholding the Contractor Mandate, exceeds its authority as cabined by § 16-42, and is thus in excess of statutory authority under 4-183(j)(2).

107. PURA's findings supporting its ruling that the OTMR Decision and SVT Decision's interference with CWA's collective bargaining agreement is not subject to § 16-42 are clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record under § 4-183(j)(5).

108. As CWA demonstrated in its Petition, Reply Brief, and Written Exception, both decisions impermissibly interfere in CWA's collective bargaining agreement with Frontier. Specifically, the decisions require that Frontier violate provisions regarding contract labor and jeopardize CWA's ability to enforce its layoff and recall procedures.

109. In finding § 16-42 inapplicable to the Policy Working Group, PURA also incorrectly held that the Contractor Mandate is optional. PURA's declaratory ruling is clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record under § 4-183(j)(5).

110. PURA's declaratory ruling that § 16-42 is inapplicable to the actions of the Policy Working Group because of CWA's "expansive view of what interference means," is not the result of reasoned decisionmaking, and thus arbitrary and capricious under § 4-183(j)(6).

a) CWA's interpretation of § 16-42 is reasonable in light of the plain text of § 16-42 and in light of authority previously cited in the record.

b) The Policy Working Group is subject to § 16-42, and its actions constituted "interference in any manner" with CWA's contract with Frontier.

c) PURA's declaratory ruling regarding whether the actions of the Policy Working Group are interference under § 16-42 are arbitrary and capricious, and its findings are clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record.

111. The declaratory ruling, in upholding the Contractor Mandate, is affected by another error of law because the Mandate is preempted by the National Labor Relations Act.

112. Based on the facts alleged in this Appeal, CWA seeks a declaratory judgment under General Statutes § 4-175 of the following issue: Does PURA's declaratory ruling, by upholding the Contractor Mandate, prejudice CWA because PURA violated § 4-183(j)?

113. CWA has an interest, legal or equitable, by reason of danger of loss or of uncertainty as to its rights and other jural relations; CWA presents actual bona fide and substantial questions or issues in dispute and substantial uncertainty of legal relations which requires settlement between the parties, namely, the validity of Respondent-Defendant's acts, practices, and policies complained of herein; and there is not another form of proceeding that can provide CWA with immediate redress. Practice Book § 17-55.

Second Count

(Declaratory Judgment under C.G.S. § 4-175 That the Contractor Mandate is Ultra Vires)

114. CWA realleges and incorporates by reference the preceding paragraph of the Complaint as if fully set forth herein.

115. General Statutes § 16-42 provides in full, "Nothing in this title shall be construed to authorize the Public Utilities Regulatory Authority to interfere in any manner with contracts between public service companies and their employees."

116. The Contractor Mandate, as alleged herein, interferes with CWA's collective bargaining agreement with Frontier.

117. The Contractor Mandate is ultra vires PURA's statutory powers.

118. Based on the facts alleged in this Complaint, CWA seeks a declaratory judgment under C.G.S. § 4-175 of the following issue: Does the Contractor Mandate, and its component policies complained of herein, contravene the noninterference requirement of § 16-42?

119. CWA has an interest, legal or equitable, by reason of danger of loss or of uncertainty as to its rights and other jural relations; CWA presents actual bona fide and substantial questions or issues in dispute and substantial uncertainty of legal relations which requires settlement between the parties, namely, the validity of Respondent-Defendant's acts, practices, and policies complained of herein; and there is not another form of proceeding that can provide CWA with immediate redress. Practice Book § 17-55.

Third Count

(Prohibition on Interference in Labor Contracts Under § 16-42)

120. CWA realleges and incorporates by reference the preceding paragraph of the Complaint as if fully set forth herein.

121. General Statutes § 16-42 provides that "Nothing in this title shall be construed to authorize the Public Utilities Regulatory Authority to interfere in any manner with contracts between public service companies and their employees."

122. CWA sought a declaratory ruling from PURA on the application of § 16-42 to the Contractor Mandate and has exhausted its administrative remedies.

123. There is an implied private right of action to seek a remedy under § 16-42.

124. CWA is a member of the class for whose benefit § 16-42 was enacted, and the legislature intended for § 16-42 to be enforceable and to provide a meaningful guarantee of noninterference to public service companies and their employees.

125. General Statutes § 16-42's implied private right of action is consistent with the underlying purposes of the statute.

126. CWA's specific and legal interest in the preservation of its collective bargaining agreement is specially and injuriously affected by PURA's assertion of ultra vires authority in violation of § 16-42.

PRAYER FOR RELIEF

Wherefore, pursuant to General Statutes § 4-175, § 4-183, and § 16-42, CWA petitions and appeals from PURA's Final Decision dated October 23, 2024, and asks that the Court:

a) Issue a declaratory judgment remanding the ruling for further proceedings consistent with the finding that PURA's Declaratory Ruling violates § 4-183(j);

b) Issue a declaratory judgment overturning PURA's declaratory ruling, remanding the ruling for further proceedings consistent with the finding that the Contractor Mandate is in excess of statutory authority under § 16-42;

c) Grant injunctive relief to halt PURA's ongoing enforcement of the Contractor Mandate until a new contractor selection process, consistent with § 16-42 and CWA's collective bargaining agreement with Frontier, is approved;

d) Grant an award of litigation expenses, attorneys' fees, and court costs; and

e) Grant such other relief as this Court deems just and equitable.

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