

STATE OF CONNECTICUT
LABOR DEPARTMENT

CONNECTICUT STATE BOARD OF LABOR RELATIONS

IN THE MATTER OF
STAMFORD BOARD OF EDUCATION

DECISION NO. 3572

-and-

FEBRUARY 18, 1998

STAMFORD EDUCATION ASSOCIATION

Case No. TPP-16,490

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

Attorney Thomas B. Mooney
Attorney Karen Simmonds
For the Board of Education

Attorney William Dolan
For the Association

DECISION AND DISMISSAL OF COMPLAINT

On June 24, 1997, the Stamford Education Association (the Association) filed a complaint with the Connecticut State Board of Labor Relations (the Labor Board) alleging that the Stamford Board of Education (the School Board) had engaged in practices prohibited by the Teacher Negotiation Act, Conn. Gen. Stat. §10-153e by repudiating the terms of a collective bargaining agreement as set forth in a December 28, 1993 interest arbitration award. The Union's complaint was based on the School Board's refusal to implement the terms of the arbitration award because the School Board claimed that it had properly rejected the award pursuant to Conn. Gen. Stat. §10-153f(7).¹

After the requisite preliminary steps had been taken, the parties entered into a full stipulation of facts and exhibits and waived their right to a hearing before the Labor Board. Both parties filed briefs and the School Board filed a reply brief, the last of which was received by the

¹Another union, the Stamford Administrative Unit, filed a similar complaint which was assigned Case Number TPP-16,489. Due to intervening events in these cases which are discussed in the body of this decision, the Administrative Unit withdrew its complaint in August 1995.

Labor Board on January 24, 1995. In the meantime, in related legal proceedings in the Superior Court, the School Board sought to enforce its right to have the Commissioner of Education appoint a second arbitration panel. The Superior Court eventually found that the School Board had properly rejected the arbitration award and ordered the Commissioner of Education to appoint a second panel.

As a result of the Superior Court decision, the Union informed the Labor Board in January 1996, that it was not pursuing its claim that the School Board had violated the Act by failing to implement the arbitration award. However, the Union continued its pursuit of a claim raised in its brief that, pending the outcome of the litigation in this matter, the School Board should have implemented its "last best offer" concerning salary increases.² Based upon the whole record before us, we make the following findings of fact and conclusions of law and we dismiss the complaint.

FINDINGS OF FACT

The following findings of fact are based upon the stipulation of the parties, including exhibits.

1. The Stamford Board of Education is an employer within the meaning of the Act.
2. The Stamford Board of Representatives is the Legislative Body for the City of Stamford.
3. The Stamford Education Association is an employee organization within the meaning of the Act.
4. On December 28, 1993 an interest Arbitration award was issued in a matter regarding the Stamford Education Association. (Ex. A).
5. On December 29, 1993 an interest Arbitration award was issued in a matter regarding the Stamford Administrators Unit. (Ex. B).
6. On January 20, 1994 the Board of Representatives voted on motions regarding the arbitration awards described in the minutes of that meeting. (Ex. C).
7. On January 26 and 27th 1994 the City of Stamford notified the Commissioner of Education that the Arbitration awards that had been issued in the Stamford Administrator's matter and the Stamford education Association matter had been rejected. Said letters requested the Commissioner of Education to appoint arbitration review panels under the provisions of

²The School Board responded to this issue in its reply brief to the Board and did not object to the inclusion of the issue.

Connecticut General Statutes 10-153f(c)(7). (Exs. D & E).

8. On January 31, 1994 Attorney William Dolan, Counsel to the Stamford Education Association raised an objection with the Commissioner of Education regarding the appointment of an arbitration review panel. (Ex. F).

9. On February 3, 1994, John Gesmonde, counsel to the Administrative Unit raised an objection with the Commissioner of Education regarding the appointment of an arbitration review panel. (Ex. G).

10. On February 7, 1994 the Commissioner of Education through Leslie A. Williamson, Jr. Esquire issued a letter stating that he would not impanel the arbitration review panel and that both arbitration awards were final and binding upon the parties. (Ex. H).

11. On February 28, 1994 an action seeking a writ of mandamus and an administrative appeal were commenced by the City of Stamford and the Stamford Board of Education and on March 2, 1994 a motion to vacate was also filed based on the City's position that the Board of Representatives votes on January 20, 1994 were proper rejections, which claims are being contested by both complainants in this matter in said actions.

12. On June 20, 1994 the Board of Education issued memoranda to the teachers and administrators regarding the 1994-95 wage increases. (Exs. I & J).

13. On June 24, 1994 the Stamford Administrative Unit and the Stamford Education Association filed complaints with the Connecticut State Board of Labor Relations alleging violations of CGS 10-153e(b). Said complaints were identified as TPP-16,489 and TPP-16,490 respectively.

14. On October 4, 1994 the Stamford Education Association filed an amendment to TPP-16,490.

15. On October 21, 1994 both complainants withdrew their claim for attorney fees and costs.

CONCLUSIONS OF LAW

1. The School Board did not violate the Act by failing to implement, pending the outcome of litigation, its last best offer concerning salary increases.

DISCUSSION

In this case, the only issue remaining is the Union's claim that the School Board was obligated, pending the outcome of the litigation surrounding the "rejection" of the arbitration award at issue, to implement the salary increases as reflected in the last best offer of the Town. The Union argues that the Town was obligated to do so because even if it prevailed in the litigation, a second arbitration panel would be restricted to choosing between the last best offers of the parties. Thus, according to the Union, the best the School Board could hope to achieve would be to have the second arbitration panel adopt its last best salary increase offer as the final contract term. Under the circumstances, the Union argues that good faith bargaining required the School Board to implement that offer pending outcome of the litigation.

The School Board argues that it was in no way obligated to pay the salary increases proposed in its last best offer before the status of the arbitration award was dispositively resolved. The School Board points out that it was exercising its statutory right to reject the arbitration award and that the Union's dispute concerning the rejection is the cause of the delay in this case. The School Board contends that it is certainly not obligated to fund a contract before its formation and that the School Board should not have to incur the administrative cost of obtaining a partial funding for the contract prior to its formation while at the same time having to defend its statutory right to review of the awards.

We agree with the School Board. The Union has cited no authority and we are unaware of the existence of any which would justify the Union's position. In the absence of any contrary authority, we find the School Board's position to be correct. It has been determined and the Union concedes that there was no contractual obligation during the time of the dispute concerning the rejection of the arbitration award. Both parties were asserting their legal rights to challenge the procedure by which a contract was formulated and there is no indication or allegation that either party was doing so in bad faith. Under the circumstances, we see no basis for finding bad faith by the School Board when it did not voluntarily implement a salary increase that it was not obligated to pay. The fact that the School Board would eventually be required to pay an increase of some amount is not grounds for attributing bad faith to it in not doing so before the obligation arose. As such, we dismiss the complaint.

ORDER

By virtue of and pursuant to the powers vested in the Connecticut State Board of Labor Relations by the Teacher - School Board Negotiation Act, it is hereby

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

CONNECTICUT STATE BOARD OF LABOR RELATIONS

Antonia Moran
Antonia Moran
Chairman

Anthony Sbona
Anthony Sbona
Board Member

CERTIFICATION

I hereby certify that a copy of the foregoing was mailed postage prepaid this 18th day of February, 1998 to the following:

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