

STATE OF CONNECTICUT
LABOR DEPARTMENT

CONNECTICUT STATE BOARD OF LABOR RELATIONS

IN THE MATTER OF
HARTFORD BOARD OF TRUSTEES

DECISION NO. 3871

-and-

JUNE 21, 2002

LOCAL 1018, AMERICAN FEDERATION
OF TEACHERS, CFEPE, AFL-CIO

Case No. TPP-22,262

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

Attorney Ann F. Bird
For the Board of Trustees

Attorney Brian A. Doyle
For the Union

DECISION AND DISMISSAL OF COMPLAINT

On February 5, 2001, Local 1018, American Federation of Teachers, CFEPE, AFL-CIO (the Union) filed a complaint with the Connecticut State Board of Labor Relations (the Labor Board) alleging that the Hartford Board of Trustees (the Board of Trustees) had violated § 10-153e(b)(4) of the Teacher Negotiation Act (the Act) by failing to comply with a settlement agreement regarding the filling of three coaching positions.

After the requisite preliminary administrative steps had been taken, the matter came before the Labor Board for a hearing on August 2 and October 25, 2001. Both parties appeared, were represented by counsel and were given full opportunity to adduce evidence, to examine and cross-examine witnesses and to make argument. Both parties filed briefs, the last of which was received on December 27, 2001.

Based upon 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 Board of Trustees is an employer within the meaning the Act.
2. The Union is an employee organization within the meaning of the Act and at all times material was the exclusive collective bargaining representative of all employees in the teachers' bargaining unit as defined by Connecticut law for the purpose of collective bargaining.
3. In June, 1998, the Board of Trustees and the Union were parties to a collective bargaining agreement (Ex. 2) that provided in Article XI B as follows regarding the filling of coaching positions:

Vacancies in such [extracurricular activity] assignments for which compensation is provided shall be posted. . . If no qualified unit members apply, then the Board may award the position to a qualified non-unit member or assign the position to a unit member on a rotating basis.

Qualifications for all posted extracurricular activities shall be limited to the following factors in order of priority:

1. Certification: Teachers must be certified for the activity being applied for when required by State statute.
2. Seniority: In determining which applicant is to be selected, seniority shall be a prime factor.
3. Experience: Demonstrated experience in the posted activity can be taken into consideration.
4. Education background: Undergraduate and graduate courses and advanced degrees and training directly related to the posted activity can be taken into consideration.

The person selected for the posted activity must be the most senior applicant unless the Board can demonstrate that the successful applicant is in fact (head and shoulders above) demonstrably superior to the more senior applicant with regard to factors 3 and 4 above. The names

of the applicants and the finalist for each posted position shall be sent to the Union in a timely fashion.

4. In settlement of a grievance regarding the filling of a coaching position at Weaver High School, the parties entered a settlement agreement, dated June 17, 1998 (Ex. 4), that provided as follows:

1. The Administration agrees that in the future, the selection of qualified non-unit candidates for interscholastic coaching positions shall occur if and only if:
 - a. Preference and priority to bargaining unit members who have applied within the school (where the activity is limited to that school) has been exhausted.
 - b. Preference and priority to bargaining unit members who have applied within the system had been exhausted
 2. It is the intent of the parties to give priority and preference to bargaining unit members, recognizing that interscholastic coaching positions are bargaining unit work.
 3. The application of Article XI B. 1,2,3 and 4 shall apply only to unit members.
5. On November 20, 1998, the Board of Trustees and the Union entered a new collective bargaining agreement (Ex. 3) which modified the existing procedures in Article XIB for filling extracurricular positions:
- B. Vacancies in such assignments for which compensation is provided shall be posted for a period of ten days as they become available. The posting shall include the qualifications preferred for the position. Where the posted extracurricular activity is required and the qualifications limited to one school, then the activity may be posted with preference to unit members within the school.
 - C. Members of the bargaining unit shall have preference for all such positions, provided that they are qualified. Appointments to extracurricular positions . . . shall be for a two-year term, during which the teacher may be removed only for just cause. At the end of the term, the position shall be re-posted and shall be open to all candidates, including the incumbent.
6. In mid-October, 2000, the Hartford Public High School Boys Varsity Basketball coach resigned. Since the season starts in December, there was little time to find a replacement.
7. Athletic Director June Bernabucci (Bernabucci) prepared a posting, dated October 27, 2000, for the coaching position (Ex. 6) which included the following requirement: "Three years successful experience in the identified coaching area." Since Hartford Public High School had been placed on probation by the New England Association of Secondary Schools, and because of the imminent start of the season, Bernabucci decided to select a very highly qualified experienced person and created the job requirements accordingly.
8. The Union did not grieve the job requirements contained in the posting.
9. Seven persons responded to the posting. None was screened out on the basis of paperwork; all were interviewed. After the interviews were completed, four

of the applicants were eliminated, leaving Carlos Aldave (Aldave), Edward Quick (Quick) and Joseph Lombardi (Lombardi) as contenders. Of these three, only Aldave was a member of the bargaining unit.

10. Quick and Lombardi each had at least three years' experience as a head boys varsity basketball coach. Although Aldave had had extensive experience as an assistant coach at various levels, as womens' head coach at the University of Hartford and as JV coach at the high school level, he had never held the position of boys' varsity high school basketball head coach.

11. The interview panel made the determination that only Quick and Lombardi met the requirements of the job posting. Based primarily on its assessment of leadership skills, the panel selected Quick for the position and offered it to him. Quick accepted the position.

12. Believing that the selection of Quick violated the settlement agreement (Ex. 4) the Union filed the instant complaint.

CONCLUSIONS OF LAW

1. A refusal or failure to comply with a grievance settlement constitutes a prohibited practice in violation of § 10-153e(b)(4).

2. The terms of Article XI B of the successor collective bargaining agreement superseded the terms of the grievance settlement agreement dated June 17, 1998.

3. Since the Board of Trustees complied with the operative agreement regarding the filling of coaching positions, it did not violate the Act.

DISCUSSION

This case presents the issue of whether a settlement agreement was violated in the manner in which a coaching position was filled.¹ At the time the settlement agreement (Ex. 4) was entered into, Article XI B of the collective bargaining agreement then in effect (Ex. 2) limited the Board of Trustees' determination of qualifications for an extracurricular position to: (1) certification for the position applied for; (2) seniority; (3) experience; and (4) educational background. When the Board of Trustees acknowledged a violation of these provisions in the case of the filling of a coaching position at Weaver High School, the parties entered into the settlement agreement of June

17, 1998 which provided that preference and priority would be given to bargaining unit members, first within the school at which the vacancy existed and then within the school system. Under Article XI B of the collective bargaining agreement (Ex. 2), the only qualifications the Board of Trustees could impose were those set forth in subsections 1-4

¹ The disputes concerning the two applicants for other positions, as alleged in the complaint were resolved prior to the hearing, leaving only the dispute involving Aldave.

of that article.

The negotiations that resulted in the new collective bargaining agreement (Ex. 3) made a substantial change in Article XI B. The new Article XI B provides, “The posting shall include the qualifications required and the qualifications preferred for the position . . . Members of the bargaining unit shall have preference for all such positions, provided they are qualified.” (Emphasis added). Therefore, instead of listing only four qualifications that the Board of Trustees could impose under the old contract, the new contract, which was in effect when the instant dispute arose, left the determination of qualifications to the sole discretion of the Board of Trustees. Only qualified bargaining unit persons would be given preference.

The critical requirement of the job posting (Ex. 6) was, “Three years successful experience in the identified coaching area.” Although the language used could have been more precise, the only “identified coaching area” in the job posting was “Varsity Boys Basketball coach.” (See Ex. 6). As previously discussed, the determination of qualifications was within the discretion of the Board of Trustees. At the hearing, Bernabucci set forth several valid reasons for the qualifications she imposed, most significantly the need to have a fully qualified, experienced person in place as head coach for a season that would start in only six weeks.

The Union did not grieve or otherwise protest the qualifications contained in the posting, particularly the requirement of three years’ experience as boys varsity head basketball coach. Aldave lacked this experience and was, therefore, not qualified for the coaching position as the posting was written.

We conclude that the settlement agreement (Ex. 4) was superseded by Article XI B of the successor collective bargaining agreement (Ex. 3) which imposes no limitations on the determination of qualifications by the Board of Trustees. Valid reasons existed for requiring three years’ experience as a boys varsity head basketball coach. Aldave clearly did not meet this requirement and was properly denied the position. Since the settlement agreement (Ex. 4) had been superseded by the collective bargaining agreement (Ex. 3), and the Board of Trustees complied with the provisions of Article XI B of that agreement, there was no violation of the Act, and we will, therefore, dismiss the complaint.

ORDER

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

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

CONNECTICUT STATE BOARD OF LABOR RELATIONS

Patricia V. Low
Patricia V. Low
Chairman

C. Raymond Grebey
C. Raymond Grebey
Alternate Board Member

Thomas C. Watson
Thomas C. Watson
Alternate Board Member

CERTIFICATION

I hereby certify that a copy of the foregoing was mailed postage prepaid this 21st day of June, 2002 to the following:

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