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May 5, 2010

PLEASE REPLY TO HARTFORD OFFICE

Mr. Kevin Mercik  
Staff Representative  
CSEA  
760 Capitol Avenue  
Hartford, CT 06106

**Re: Preston Board of Education**

Dear Kevin:

This correspondence is written to address the recent actions of the Union in response to the Preston Board of Education's (hereinafter the "Board") decision to exercise its' bargained for right to conduct a feasibility study.

Under Article 10, Section 1 of the collective bargaining agreement between the parties dated July 1, 2007 through June 30, 2010, it states, in relevant part:

The **Union recognizes** that the Board has the management right, during the life of this Agreement, to decide to subcontract any or all work performed by bargaining unit employees. Such decisions shall however, be made only after the employer has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question. (emphasis added)

Despite the fact that the Union "recognized" and agreed to the Board's right to subcontract bargaining unit work, when the Board exercised such right, the Union distributed flyers encouraging the public to "speak out" about the Board's proposal. It is also my understanding that before the recent town meeting on the issue, the "Union President" distributed a memo to drivers advising the drivers of a "meeting of our union officials to plan our strategy."

It is the position of the Board that such conduct by the Union is in violation of the Connecticut Municipal Employee Relations Act. More specifically, the Union's actions are in violation of Connecticut General Statutes Section 7-470(b).

The Union agreed to management's right to subcontract bargaining unit work. The Board exercised its' bargained for right. In light of the Union's agreement that management can engage in a feasibility study, the Union cannot, as a matter of law, then attempt to interfere with the Board's decision to implement its

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bargained for right. Such actions fly in the face of not only the agreed to contract language, but evinces bad faith bargaining by the Union.

At this time, the Board urges the Union to cease and desist from engaging in such unlawful conduct. If the Union continues to ignore its obligation under the Connecticut Municipal Employee Relations Act, the Board will have no choice but to file a prohibited practice charge against the Union.

Very truly yours,



Nicholas J. Grello

cc: Jack Welch