STATE OF CONNECTICUT
DEPARTMENT OF LABOR

CONNECTICUT STATE BOARD OF LABOR RELATIONS

In the Matter of
FLOYD MONROE and SONS, INC.
and/or EASTERN BUS CO., INC.

- and -

JOSEPH A. FAULISE

Case No. U-2086
Decision No. 1083
Decided: July 20, 1972
Issued: August 18, 1972

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

Andrew Brand, Esq. - For Floyd Monroe & Sons, Inc.
George A. Negro - For Eastern Bus Co., Inc.
Salvatore V. Faulise, Esq. - For Joseph A. Faulise

DECISION AND DISMISSAL OF COMPLAINT
Statement of the Case

On March 5, 1971, Joseph A. Faulise, hereinafter called the Complainant, filed with the Connecticut State Board of Labor Relations, hereinafter called the Board, a charge alleging Floyd Monroe and Sons, Inc. and/or Eastern Bus Co., Inc., hereinafter called the Respondent, had engaged in unfair labor practices within the meaning of Section 31-105 of the Connecticut State Labor Relations Act, hereinafter called the Act.

On February 2, 1972, the Complainant filed an Amended charge alleging the following:

"The complainant was employed as school bus driver within Town of Stonington for about 11 years consecutive, with excellent record. On behalf of co-employees, after Board of Education advertised for bidding on new contract, complainant in March 1970 sent letters to all prospective school bus contractors advising of their (employees) union affiliation and of their intent to remain wage scale. This notice was also sent to present employer Floyd Monroe & Son, Inc.

Floyd Monroe obtained contract with Stonington school system commencing September 1970. Complainant was interviewed by Floyd Monroe in presence of all men drivers and was complimented as being one of the best drivers in the school system. Complainant was only driver not hired - and was replaced with new and inexperienced driver. Complainant applied for work on several occasions, but was not rehired. Thereafter complainant reapplied, answering newspaper want-adds on
Upon the basis of the charge, the Agent of the Board on March 27, 1972, issued a complaint alleging, in substance, that the Respondent had engaged in unfair labor practices in violation of Section 31-105 (2) (4) (5) (9) and (10) of the Act, by its refusal to employ the Complainant, although requested to do so.

Pursuant to notices given all parties, hearings were held on the charge on April 18, 1972 and May 30, 1972 in the Labor Department Building, 200 Folly Brook Boulevard, Wethersfield, Connecticut, at which time the parties appeared and were given full opportunity to adduce evidence, examine and cross-examine witnesses and make argument.

Upon consideration of all the evidence before it, the Board makes the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT**

1. Floyd Monroe and Sons, Inc. is a Connecticut corporation with a principal place of business at 296 Hamilton Avenue, Norwich, Connecticut, owned, controlled and operated school buses used in the transportation of school children at its Stonington operation.

2. Respondent Monroe, on or about June 1, 1970, entered into agreement with the Board of Education of the Town of Stonington, said agreement providing in part that Monroe would transport the school children of the Town of Stonington for a period covering the school years 1970-1971 through 1974-1975.


4. Since on or about August 31, 1971, Respondent Eastern owns, controls and operates the school buses used in the transportation of school children in Stonington, Connecticut, by virtue of acquisition by purchase of said buses from Respondent Monroe.


6. Joseph A. Faulise, the Complainant, has been engaged as a bus driver, serving the Stonington school system for a period of 11 consecutive years, and was employed by several different employers during that period including The United Truck & Bus Service Co., Respondent Monroe’s immediate predecessor.

7. By virtue of a Board certification, issued December 28, 1965, General Teamsters Union Local No. 493 had been designated as the exclusive representative for the purposes of collective bargaining for a unit consisting of all bus drivers, excluding supervisors, employed by The United Truck & Bus
8. In or about March, 1970, the Complainant, on behalf of the Stonington School Bus Drivers, circulated the following letter to all prospective bidders for the Stonington School Bus contract, including Respondent Monroe:

“To Whom it may Concern:

The following information is being forwarded to all prospective bidders for the Stonington School Bus contract.

As you undoubtedly are aware, all Stonington drivers are members of the International Brotherhood of Teamsters, and intend to continue as members at the same.

After a meeting of all drivers, the following wage scale has been set:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>20 hr. week (4 hrs. per day)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Late buses, kindergarten runs, extracurricular activities, etc.</td>
<td>3.75 p/hr.</td>
</tr>
</tbody>
</table>

We are sure the above information will be helpful to you in preparing your bid.

Yours very truly,

Stonington School Bus Drivers

Joseph Faulise
Representative” (Exhibit 5)

9. On or about June 1, 1970, said contract was awarded to Respondent Monroe.

10. In or about August, 1970, Respondent Monroe interviewed the Complainant along with the other male drivers employed by his predecessor. At the conclusion of the meeting Respondent Monroe stated that "as of now, you are all hired."

11. In or about August, 1970, Respondent Monroe again interviewed all bus drivers, this time individually. During the interview with the Complainant, Respondent Monroe advised him that he would be called if he, the Complainant, was needed.

12. Faulise was the shop steward until April 1970, being replaced by Beverly Thibdeau.

13. Monroe made Mrs. Thibdeau his supervisor, knowing she was the shop steward.

14. Mrs. Thibdeau would not work for Monroe if he hired Faulise. (Tr. 73)

15. There is no doubt on the basis of the testimony, Faulise was one of the best drivers.

16. Mrs. Thibdeau was liked by most of the drivers and the apparent personality clash between Faulise and her was the motivating reason for Monroe not to hire him.
CONCLUSIONS OF LAW

Upon the basis of the foregoing Findings of Fact and upon the entire record in the proceeding, the Board finds and concludes as a matter of law:

1. Floyd Monroe and Sons, Inc. and/or Eastern Bus Co., Inc. is an employer within the meaning of Section 31-101, subsection 7 of the Act.

2. The Respondent did not engage in unfair labor practices within the meaning of Section 31-105 of the Act.

ORDER

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

ORDERED, that the complaint alleging unfair labor practices against the Respondent be, and the same hereby is, dismissed.

CONNECTICUT STATE BOARD OF LABOR RELATIONS BY:

s/ Fleming James, Jr.
Chairman

s/ Patrick F. Bosse
Member

DISSENTING OPINION

I agree with my colleagues as to the statement of the case and the Findings of Fact as presented in the majority opinion with the exception of Finding of Fact No. 16. I do not find that the apparent personality clash between Faulise and Mrs. Thibdeau was the motivating reason for Monroe not to hire Faulise. Therefore, I do not agree with the Conclusion of Law No.2 as decided by my colleagues and find that the Respondent did engage in unfair labor practices within the meaning of Section 31-105 of the Act.

It is not necessary to restate all the facts in the case. I will simply refer to the testimony that led me to a different conclusion.

Faulise had been removed as Shop Steward by the Union in the Spring of 1970 and replaced by Mrs. Beverly Thibdeau who was hired the following Summer by Mr. Monroe to supervise bus runs in Stonington beginning September, 1970. When she was hired in August, Mr. Monroe said that Mrs. Thibdeau stated she would not work for him if he hired Faulise (p. 73). She didn't like him and had a lot of trouble with him.
According to Mr. Monroe’s testimony, he didn’t find anything wrong with Faulise’s driving record – no grievances filed against him or any traffic violations. Excellent record for punctuality and regularity. He was "neat, well-groomed, on time, very rarely took a day off, took care of his bus, reported to work regularly, punctual, got along with the children." Mr. Monroe found his personality objectionable - "enjoyed making trouble." However, Monroe cited not one single example and could not label for Faulise as responsible for any incident.

Similarly, Mrs. Thibdeau could not cite any specific incident or incidents of conflict with Mr. Faulise (p. 102 and p. 104). Furthermore, Mrs. Thibdeau left the employ of Mr. Monroe during the school year because of ill health.

In Mr. Monroe’s testimony, it was clear that he did not want his drivers organized. "I have been in business for twenty years and I pay everybody the same regardless of where they work. I give everybody the same deal and I have never had any problem of having to organize." (p. 71).

The testimony is quite clear that Joe Faulise was a very aggressive organizer for the union and was the author and signer of the letter to all the bidders on bus contracts stating wage demands. These wage demands were considerably higher than Mr. Monroe would pay.

Furthermore, the company frequently advertised for bus drivers. If the need was so great, as the advertisements would indicate, and since by all testimony, Faulise was an excellent bus driver, using Mrs. Thibdeau’s dislike for him, without any specific reasons given to support her dislike, was not the real reason Mr. Monroe did not rehire him. In fact even after Mrs. Thibdeau left, Mr. Monroe did not hire him. I can only conclude that Mr. Faulise’s reputation as an aggressive leader for union organization for improved wages and working conditions was what has been referred to as his troublemaking propensities. Neither Mr. Monroe nor his successor wanted this kind of trouble maker as an employee.

I therefore find that the reasons given by Mr. Monroe for not hiring Mr. Faulise evasive and very superficial. His stated reasons don’t stand scrutiny in light of the consistent newspaper advertising for bus drivers. Mr. Monroe did not wish to be pressured for improved working conditions and wages and therefore conveniently used Mrs. Thibdeau’s unsupported dislike for not rehiring Faulise. This plus Mr. Monroe’s continued refusal to rehire him even after Mrs. Thibdeau’s departure is most significant.

Mr. Faulise’s problem was not his qualifications as a driver but his organizational activities for better working conditions. This was his "trouble making." Therefore, I conclude that an unfair labor practice was committed in violation of the Act.

s/ Dorothy Kane McCaffery
Member