

STATE OF CONNECTICUT
LABOR DEPARTMENT

CONNECTICUT STATE BOARD OF LABOR RELATIONS

IN THE MATTER OF

LOCAL 714 OF AFSCME, COUNCIL 4,
AFL-CIO; COUNCIL 4, AFSCME,
AFL-CIO

DECISION NO. 5414

AUGUST 25, 2026

-and-

KIMBERLY RICE

Case No. SUPP-35,296

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

Attorney Anthony Bento
for the Union

Kimberly Rice
Pro Se

DECISION AND DISMISSAL OF COMPLAINT

On April 17, 2024, Kimberly Rice (the Complainant) filed a prohibited practice complaint, SUPP-35,296, with the Connecticut State Board of Labor Relations (the Labor Board), alleging that Local 714 of AFSCME, Council 4, AFL-CIO and Council 4, AFSCME, AFL-CIO (collectively, the Union) violated the State Employee Relations Act (SERA or the Act) by refusing to comply with a settlement agreement in a previous complaint and retaliating against her for engaging in protected activity.¹

After the requisite preliminary steps had been taken, this matter came before the Labor Board for a hearing on July 24, 2024, and January 6, February 5, February 10, and March 28, 2025. The Complainant appeared pro se and the Union was represented by counsel. All parties were allowed to present evidence, examine and cross-examine witnesses, and make arguments. The parties filed post-hearing briefs, the last of which was received on October 29, 2025. Based

¹ On July 24, 2024, the Union filed SUPP-35,386, alleging that the Complainant filed a frivolous complaint. On or about January 6, 2025, the Labor Board consolidated SUPP-35,386 with SUPP-35,296. However, the Union withdrew SUPP-35,386 on October 27, 2025.

on the entire record before us, we make the following findings of fact and conclusions of law and dismiss the complaint.

FINDINGS OF FACT

1. The State of Connecticut (the State) is an employer under the Act.
2. The Union is an employee organization under the Act and at all material times has represented a bargaining unit comprised of certain employees of the State of Connecticut.
3. At all relevant times prior to her retirement on June 30, 2023, the Complainant was an employee of the State and a member of the AFSCME, Council 4, Local 714 bargaining unit. (Exs. E35, C13, C13A).
4. At all relevant times since at least February 2, 2023, the Complainant has been a member and/or co-chair of the Union's Environmental or "Climate" Committee. At some point, the Complainant also joined or otherwise became involved with the Dues Structure Committee,² which is an ad hoc committee formed to examine possible changes to the current dues structure for active members. (Exs. C13, C13A, C14, C26, C26C, C26D, E2, E3, E4).
5. On June 30, 2023, the Complainant retired from State employment. On the date of her retirement, the Complainant was serving a term as an elected member of the AFSCME Council 4 Executive Board (Eboard) through April 6, 2024. (Ex. C26).
6. At all times relevant hereto, Article II, § 2 of the AFSCME International Constitution stated that, absent a contrary constitutional provision, a retiring incumbent union officer "may, by the payment of the full amount of dues, retain full membership status until the end of the term of such office..." There was no contrary provision applicable to the Complainant, and she continued to pay the full amount of her Union dues and serve the remainder of her term. (Exs. C25, E35).
7. On August 28, 2023, the Complainant filed a prohibited practice complaint with the Labor Board (SUPP-35,086), amended on October 31, 2023, stating, in relevant part:

I am submitting a complaint against AFSCME Council 4, and AFSCME Local 714 for the following unfair labor practices discrimination, retaliation, harassment, duty to follow and enforce AFSCME's contract, duty to fair representation, denial of expression of views, denying freedom of speech, denial of equal opportunity, denial of the process, and full participation in the union, improper discipline, denial of due process rights. Allowing a member who submitted charges against the local to be harassed, discriminated, and retaliated against.

(Exs. C8A, C8B).

² The record is unclear regarding the Complainant's precise affiliation with the Dues Structure Committee and silent regarding whether and under what circumstances she was allegedly removed.

8. In an email to executive director Jodi Barr and others, dated December 18, 2023, Local 714 president Wilfredo Medina stated, in relevant part, “[i]t’s really interesting that Rohan [Brown] and [the Complainant] are on the dues committee. One is retired, and Rohan has attempted to opt out 3x ... I don’t want them representing the local.” (Ex. C13, C13A).

9. In an email to the Complainant dated February 23, 2024, as part of her mediation efforts in SUPP-35,086, assistant board agent Lynda Rizzo Stowe, requested the following information:

1. A calculation of expenses incurred in pursuit of your case in front of the State Board of Labor Relations;
2. Confirmation of your request that Council 4 agreed to reinstate you for one (1) day in order to afford you the opportunity to resign; and
3. Confirmation of your request that your former Local will seek authorization to permit electronic voting in future elections for union officers.

Please confirm that these are the terms you are seeking in order to resolve the case and submit the calculation as soon as possible.

(Ex. C7). The Union was not copied on this communication. Id.

10. On March 19, 2024, the Complainant and the Union entered into an agreement (the Settlement Agreement), which states, in relevant part:

[The Complainant] and [the Union] agree to the following in complete settlement of Case No. SUPP-35,086 (Amended):

1. Local 714 and Ms. Rice will submit simultaneous letters. Local 714's letter will reinstate Ms. Rice as steward in good standing. Ms. Rice's letter will immediately tender her resignation as a steward.
2. Pursuant to the International Constitution, Appendix D, § 2 (G), within two (2) weeks, Local 714 will submit a waiver for permission to use electronic voting for the upcoming election. Upon submission, a copy of this request will be provided to Ms. Rice.
3. Within one (1) month, Ms. Rice will submit to Local 714 for payment any requests for reimbursement with accompanying forms and receipts pursuant to the AFSCME Financial Standards Code.
4. Local 714 will provide Ms. Rice with a XXL sweatshirt from the April 2023 Conference.
5. Within twelve (12) months, Council 4 agrees to provide training for:

- a. Discrimination, Harassment, and Retaliation
- b. Stewards' Roles and Responsibilities
- c. Judicial Panel Procedures
- d. Duty of Fair Representation
- e. ADA Law
- f. FMLA Leave

6. Ms. Rice withdraws Case No SUPP-35,086 (Amended) with prejudice. The Connecticut State Board of Labor Relations has closed Case No. SUPP-35,086 (Amended).

(Ex. C8).

11. At all times relevant hereto, the Union has utilized a standard reimbursement form for members to submit when seeking payment for union expenses. The form contains a section requiring an explanation of how the submitted expenses are related to union business. This explanation allows the request to be audited pursuant to AFSCME International's (the International Union) Financial Standards Code to determine whether some or all of the claimed expenses are eligible for reimbursement.

12. In an email to the International Union dated April 1, 2024, president Medina requested permission for Local 714 to conduct its general election via electronic voting. That request was ultimately approved. (Ex. C9).

13. On April 4, 2024, the Union provided the Complainant with a green hoodie sweatshirt in accordance with paragraph 4 of the Settlement Agreement. (Ex. R2).

14. On April 6, 2024, the Complainant completed her term of office on the Eboard and shortly thereafter ceased paying full Union dues.³ As of the expiration of her term of office, the Complainant lost eligibility for full membership status. (Ex. C25).

15. On April 9, 2024, the Complainant submitted a bill to the Union totaling \$2,456.82 of claimed expenses. This figure included costs incurred in the filing and prosecution of SUPP-35,086 against the Union, such as copying costs, transcript fees and mileage. (Ex. C10).

16. In an email dated April 12, 2024, Barr rejected the Complainant's request for costs associated with prosecuting SUPP-35,086, stating, in relevant part, "I will not reimburse you for any expenses related to the hearing or filing anything against the local. You will be reimbursed a total of \$586, as listed below. As that pertains to your position on the council 4 Eboard." (Exs. C10, C11, R1).

³ The Complainant continued to pay full Union dues until June 1, 2024. However, the Union refunded those payments.

17. On April 17, 2024, the Complainant filed the instant prohibited practice complaint, SUPP-35,296, alleging breach of the Settlement Agreement and retaliation and stating, in relevant part:

I am submitting a complaint against AFSCME Council 4, AFSCME Local 714, for the following unfair labor practices discrimination, retaliation and duty to fair representation, denial of expression of views, denying freedom of speech, denial of equal opportunity, improper discipline, denial of due process rights, allowing a member who submitted charges against the local to be harassed, discriminated and retaliated against. In addition, they violated SERA Statue Sec 5-270 and Sec 5-272 the Respondent has refused to abide by the settlement agreement. During the agreement they agreed to pay for my hearing related expenses and are refusing to do so.

(Ex. C2).

18. In an email dated May 7, 2024, Local 714 directed candidates for office in an upcoming election to identify their election observers no later than May 10. (Ex. C15).

19. In a reply email dated May 10, 2024, one candidate named the Complainant as her election observer. Later that day, the Local directed the candidate to select a current dues-paying member of the Local in accordance with the AFSCME International Constitution, stating, in relevant part:

The Election Chairs have spoken to the International and they agreed that it has been the Local's accepted past practice that observers are current dues paying members of Local 714, as this is our Local election.

(Ex. C15). The candidate selected another observer. Id.

20. On or about May 21, 2024, the Union tendered a check to the Complainant in the amount of \$586 for those expenses it deemed to be related to union business. (Ex. C22).

21. On or about June 1, 2024, at Barr's suggestion, the Complainant joined the Connecticut Council 4 Retirees Chapter (the Retirees Chapter). The Retirees Chapter charges lower dues than the Union and members do not have full Union membership rights. However, Retirees Chapter members may participate in various Union activities, including serving on committees.⁴ (Ex. C25, C25B).

⁴ Barr characterized the Retirees Chapter as an autonomous organization, which shares space in Council 4's office building and collaborates with the Union on certain issues and events.

22. In an email dated June 13, 2024, the Complainant attempted to submit a Climate Committee resolution to the International Union, which prompted the following exchange between the Complainant, executive director Barr, and area field services director Tim Birch:

Barr:

The Council Leadership, Executive Board or Delegate body has not endorsed this or reviewed it. ... I am not sure if the Council 4 environmental committee voted on it. Kim, can you confirm you are submitting this as a retiree?

Complainant:

... [B]ecause I continue to be discriminated against by [Council] 4 and not invited or provided any information regarding the AFSCME [International Union] request regarding environmental issues. I did not know the deadline was tonight. I have submitted this request as the Co-Chair of the AFSCME [Council] 4 environmental committee...

Birch:

You included me on the to line of your email, so I want to make sure that you understand this does not constitute submission of the resolution to the International Union. ... That must be done in accordance with the language found in Article IV of the AFSCME International Constitution.^[5]

(Exs. C14, C25) (Footnote added).

23. Barr and the Union's associate director of communications found a local union officer to sign the climate resolution, which was later adopted by the International Union at its 2024 convention in Los Angeles.

⁵ Article IV, § 22 of the AFSCME International Constitution states, in relevant part:

Resolutions ... to be introduced for consideration at any convention shall be signed by the president and secretary of a subordinate body or by one or more certified delegates. Such resolutions shall be prepared and signed in duplicate and sent to the International ... at least thirty days prior to the opening of the convention.

(Ex. C25).

24. By group email to members dated October 7, 2024, the Union forwarded the link for a remote Dues Structure Committee meeting scheduled for November 7, 2024. The Complainant's email address was omitted from the recipient list. Later that day, a Union staff member emailed the link to the Complainant. (Ex. C18).

25. By March 5, 2025, the Union had conducted remote and/or in-person training on all of the topics in paragraph 5 of the Settlement Agreement. (Ex. C29).

26. The Union conditionally reinstated the Complainant as a steward in good standing and the Complainant submitted a letter resigning from that position due to retirement.⁶ (Ex. C21).

CONCLUSIONS OF LAW

1. Failure to comply with a settlement agreement resolving a prohibited practice complaint is a violation of the duty to bargain in good faith under the Act.

2. It is a prohibited practice under Section 5-272(b)(1) for a union or its agents to engage in activity which tends to coerce or restrain employees in the exercise of rights guaranteed in Section 5-271 of the Act.

3. The statutory duty to bargain in good faith applies only to persons who are employees within the meaning of the Act and who are within the bargaining unit.

4. The Union has no duty to represent non-bargaining unit, non-employees.

DISCUSSION

The Complainant contends that the Union violated § 5-272(b)⁷ of the Act by breaching the terms of the Settlement Agreement and engaging in unlawful retaliation. Specifically, the

⁶ The precise timing of the exchange of letters is unclear.

⁷ Conn. Gen. Stat. § 5-272 states, in relevant part:

(b) Employee organizations or their agents are prohibited from: (1) Restraining or coercing employees in the exercise of the rights guaranteed in subsection (a) of section 5-271; ... (3) refusing to bargain collectively in good faith, with an employer, if it has been designated ... as the exclusive representative of employees in an appropriate unit; (4) breaching their duty of fair representation...

Conn. Gen. Stat. § 5-271 states, in relevant part:

(a) Employees shall have, and shall be protected in the exercise of the right of self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, ... and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from actual interference, restraint or coercion.

Complainant argues that the Union violated paragraph 3 of the Settlement Agreement by refusing to reimburse her for expenses incurred in prosecuting SUPP-35,086, and removing her from the Dues Structure Committee, hindering her efforts to submit a climate resolution, and preventing her from serving as an election observer in retaliation for filing SUPP-35,086.⁸

In its post-hearing brief, the Union argues that this Board lacks subject matter jurisdiction because the Complainant is not an “employee” within the meaning of the Act.⁹ In the alternative, the Union argues that, if jurisdiction exists, the Union has complied with the terms of the Settlement Agreement, and has not retaliated against the Complainant. Based on the entire record before us, we find that we lack subject matter jurisdiction over the complaint.

It is well-settled that subject matter jurisdiction may be raised at any time, *Daley v. Hartford*, 215 Conn. 14, 26, cert. denied, 498 U.S. 982 (1990), and once raised, we must act upon it. *Khan v. Jewish Women Int'l*, 240 Conn. App. 76, 111-112 (2026); see also *Wheelabrator Lisbon, Inc. v. Dept. of Public Utility Control*, 283 Conn. 672 (2007). A failure to comply with a prohibited practice settlement agreement is a breach of the statutory duty to bargain in good faith. *Southeast Area Transit District*, Decision No. 5056 (2019). However, the “duty to bargain in good faith applies only to persons who are employees within the meaning of the Act and who are within the bargaining unit; there is no doubt that retirees are neither.” *Town of West Hartford*, Decision No. 2667 (1988) (citing *Allied Chemical v. Alkali Workers of America, Local Union No. 1 v. Pittsburgh Plate Glass Co.*, 404 U.S. 157 (1971)). “Likewise the Union has no duty to represent non-bargaining unit, non-employees.” *Town of Hamden*, Decision No. 4343 (2008), appeal dismissed, *Locals 2863, 3042, 1303-052, 1303-115, Council 4, AFSCME, AFL-CIO v. Town of Hamden*, Docket No. CV084019054S, aff’d, 128 Conn. App. 741, 747-48 (2011).

The Union asserts alternative arguments on the ground that there is “confusion in the record” regarding whether the Complainant retired on June 30, 2023 or June 30, 2024. The Union argues that, if the Complainant retired in 2023, we lack jurisdiction over the entire complaint. Furthermore, if the Complainant retired in 2024, we lack jurisdiction over any portion of the complaint which does not fall between execution of the Settlement Agreement in March and the Complainant’s retirement in June. According to the Union:

Any allegations prior to the date of the settlement, March 19, 2024, have been withdrawn and closed. Giving Ms. Rice the benefit of the doubt that she retired on June 30, 2024 ... would leave Ms. Rice with a window of approximately 3 months to show retaliation. In other words, from the time she signed the settlement agreement prospectively to her date of retirement in June of 2024.

⁸ The Complainant proceeds under a retaliation theory. However, since the complaint also makes reference to the duty of fair representation we address that claim herein.

⁹ The panel chair posed this question during the July 24, 2024, January 6, 2025, February 5, 2025 and March 28, 2025 hearings.

(Union’s brief, pp. 4–5).

Contrary to the Union’s assertion, the record is clear that the Complainant retired on June 30, 2023. The Complainant so testified during the February 5, 2025 hearing. If there is any confusion, it may arise from evidence that the Complainant continued to pay full Union dues while she served the remainder of her term on the Eboard, which, according to the AFSCME International Constitution, entitled her to “retain full membership status” during that period. (Exs. C25, C35). However, “[a]dministrative agencies are tribunals of limited jurisdiction ... and must act strictly within [their] statutory authority...” *Wheelabrator Lisbon, Inc.*, supra, 283 Conn. at 687. The Complainant ceased to be an “employee” under the statute¹⁰ that defines our jurisdiction on June 30, 2023. Whatever privileges the AFSCME International Constitution may confer on retiring incumbent officers, it cannot confer jurisdiction on this Board. *Hayes v. Beresford*, 184 Conn. 558, 562 (1981) (“It is hornbook law that parties cannot confer subject matter jurisdiction...”); *Wheelabrator Lisbon, Inc.*, supra. As such, we must dismiss the complaint.

However, even if we assume, arguendo, a retirement date of June 30, 2024, we do not believe it would change the outcome. Regarding the alleged breach, “we look to the terms of the settlement agreement, interpret them, and determine whether the respondent’s actions constitute compliance with the agreement as we interpret it.”¹¹ *State of Connecticut (Southbury Training School)*, Decision No. 3197 p. 6 (1994). In conducting our analysis, “the intent of the parties is to be ascertained by a fair and reasonable construction of the written words and ... the language used must be accorded its common, natural, and ordinary meaning and usage where it can be sensibly applied to the subject matter of the contract...” *Connecticut Light & Power Co. v. Pub. Utilities Regulatory Auth.*, 354 Conn. 579, 592 (2026). “Where the language of the contract is clear and unambiguous,¹² the contract is to be given effect according to its terms...” *Poole v. City of Waterbury*, 266 Conn. 68, 87-88 (2003). In the first instance, the Complainant contends that the Union breached paragraph 3 of the Settlement Agreement by refusing to reimburse her for expenses connected with prosecuting SUPP-35,086. However, we believe that this argument is unavailing since the parties incorporated the Financial Code by reference.

“When parties execute a contract that clearly refers to another document, there is an intent to make the terms and conditions of the other document a part of their agreement, as long as both parties are aware of the terms and conditions of the

¹⁰ Conn. Gen. Stat. §5-270 states:

(b) “Employee” means any employee of an employer, whether or not in the classified service of the employer, except elected or appointed officials other than special deputy sheriffs, board and commission members, disability policy specialists assigned to the Council on Developmental Disabilities, managerial employees and confidential employees.

¹¹ We use an objective standard, and we do not consider whether the respondent acted in good faith or whether its interpretation is plausible as a valid defense. *Town of Wallingford*, Decision No. 3807 (2001).

¹² “If the language of the contract is susceptible to more than one reasonable interpretation, the contract is ambiguous ... By contrast, language is unambiguous when it has a definite and precise meaning ... concerning which there is no reasonable basis for a difference of opinion.” *Poole v. City of Waterbury*, 266 Conn. 68, 88 (2003) (Internal citations and quotation marks omitted).

second document.” *Local 391, Council 4, AFSCME, AFL-CIO v. Dep’t of Correction*, 76 Conn. App. 15, 22 (2003) (Internal quotation marks omitted.) “Generally, incorporation by reference of existing documents produces a single contract which includes the contents of the incorporated papers....” *Randolph Const. Co. v. Kings E. Corp.*, 165 Conn. 269, 275 (1973).

City of Bridgeport, Decision No. 5370 p. 10 (2025).

In this case, paragraph 3 of the Settlement Agreement provides that the Complainant will “submit to Local 714 for payment any requests for reimbursement with accompanying forms and receipts *pursuant to the AFSCME Financial Standards Code*.” (Ex. C8) (Emphasis added). Article VII, Section 2 of the Financial Code, in relevant part, requires union members to submit documentation showing the “*union purpose*” of expenditures for which they seek reimbursement. (Ex. R1) (Emphasis added). Although that term is not defined, the common understanding and usage of the word “purpose” is articulated in Webster’s Collegiate Dictionary, 11th edition, as “something set up as an object or end to be attained.” Thus, we construe the term *union purpose* as referring to expenditures which serve or advance the Respondent’s organizational objectives or ends¹³ and believe that expenses incurred in bringing an adversarial proceeding against the Union does not reasonably fall within that meaning.

The Complainant relies on assistant board agent Stowe’s February 23, 2024 email to support her position that the Union’s reimbursement obligation under paragraph 3 of the Settlement Agreement includes costs associated with SUPP-35,086. We believe such reliance is misplaced for two reasons. First, resort to extratextual evidence for guidance as to what the parties intended is appropriate only if the language is truly ambiguous. *C & H Elec., Inc. v. Town of Bethel*, 312 Conn. 843, 853 (2014). Giving “union purpose” its common, natural, and ordinary meaning and usage, we find that language is susceptible on its face to only one reasonable interpretation; which interpretation does not include costs associated with bringing a complaint *against* the Union. Second, assuming ambiguity, Stowe’s email at best indicates the Complainant’s unilateral demand for costs associated with SUPP-35,086. It does not establish that the Union agreed to that term. Accordingly, we believe that the Union did not breach paragraph 3. Regarding the other settlement terms, the record reveals that the Union performed its obligations under paragraphs one, two, four, and five when it conditionally reinstated the Complainant to steward, sought permission to use electronic voting within two weeks, gave the Complainant a sweatshirt, and provided the agreed upon training within 12-months. (Exs. C9, C21, C29, R1).

The Complainant’s retaliation claims would fare no better. In the first instance, the instant complaint raises virtually the same retaliation claims alleged in SUPP-35,086, which complaint was withdrawn *with prejudice*. There is authority for the proposition that a party’s voluntary withdrawal of its action with prejudice may serve as *res judicata* in a subsequent action

¹³ Article VII, Section 2, for example, requires members’ seeking reimbursement for entertainment expenses to list the name(s) and union relationship of the person(s) entertained and provide an explanation of the union business discussed. (Ex. R1).

by that same party.¹⁴ *Hampson v. Hampson*, Superior Court, Docket No. 910286204 (Oct. 7, 1999) (25 Conn. L. Rptr. 308). Affording the Complainant the greatest possible latitude, we believe that the withdrawal with prejudice bars her from attempting to relitigate retaliation claims which predate the filing of the amended complaint in SUPP-35,086 on October 31, 2023.

Regarding later alleged acts of retaliation, we do not believe that the Complainant can make a prima facie case. Section 7-470(b)(1) of the Act prohibits a union from retaliating against a member for engaging in protected conduct. *Local 1565, Council 4, AFSCME, AFL-CIO and State of Connecticut, Department of Correction (Jeffrey S. Wing)*, Decision No. 5161 (2021); see also *Local 884 of Council 4, AFSCME (Moore & Antinozzi)*, Decision No. 5025 (2018). Given the nature of the alleged conduct,¹⁵ we use the burden-shifting framework first developed by the National Labor Relations Board in *Wright Line*, 251 NLRB 1083, enfd, 622 F.2d 899 (1st Cir. 1981), cert denied, 455 U.S. 989 (1982). “Under this framework, ‘a complainant ... must make an initial prima facie case showing that the discriminatory action was taken because of these protected activities, or at least that the protected activities were a substantial factor in bringing about these adverse actions...’” *Local 884 of Council 4, AFSCME (Moore & Antinozzi)*, supra, p. 13 (quoting *AFSCME, AFL-CIO, Council 4, Local 2405 v. City of Norwalk*, 156 Conn. App. 79, 90 (2015)).

A prima facie case includes proof that: (1) the employee engaged in protected, concerted activities; (2) the respondent had knowledge of those activities; and (3) the respondent harbored improper animus. *Id.* “If the complainant makes the required initial showing, the burden then shifts to the respondent to prove, as an affirmative defense, that it would have taken the same action even in the absence of the protected activity.” *Id.* “The filing of a prohibited practice complaint before this Board by an employee against a union is an activity protected by the Act...” *City of New Britain (Kosinski)*, Decision No. 1131 (1973), rev'd on other grounds, *Henry Kosinski v. Connecticut State Board of Labor Relations*, Superior Court, Hartford County, Docket No. 181823 (Jan. 24, 1974). The Union does not dispute that it had notice of the complaint in SUPP-35,086. Therefore, the question is whether the Union took adverse action against the Complainant based on improper animus.

¹⁴ As noted by Judge Cutsumpas:

Black's Law Dictionary (6th Ed.1990) defines the term “with prejudice” as follows: “Phrase ‘with prejudice,’ ... means an adjudication on merits and final disposition, barring right to bring or maintain an action on same claim or cause. In contrast, the term “without prejudice” is defined as follows: “... a declaration that no rights or privileges of the party concerned are to be considered waived or lost ...” It can be fairly concluded that “with prejudice” ordinarily is synonymous with adjudication on the merits, barring further litigation on that cause of action. 46 Am.Jur.2d 889-90, Judgments § 620 (1994).

Hampson v. Hampson, Superior Court, Docket No. 910286204, (Oct. 7, 1999), 1999 WL 956872, at *2.

¹⁵ The *Wright Line* analysis applies where the respondent is alleged to have taken adverse action against an employee and the factual inquiry focuses on the respondent's motive. *State of Connecticut Department of Correction*, Decision No. 4914 pp. 6-7 (2016); see also *AFSCME, AFL-CIO, Council 4, Local 2405 v. City of Norwalk*, 156 Conn. App. 79, 90 (2015).

Since “direct evidence of improper motive ... is rarely available ... the [complainant] is entitled to the benefit of any inferences that are reasonable under the circumstances...” *Connecticut Yankee Catering Co.*, Decision No. 1601 p. 5 (1977); see also *State of Connecticut, Department of Children and Families*, Decision No. 5034 (2018). Here, the Complainant argues that the Union limited her ability to participate in the Dues Structure and Environmental committees, and prevented her from participating as an election observer. Regarding the Dues Structure Committee, notwithstanding Medina's December 18, 2023 email criticizing the Complainant's participation, the Complainant has not established that she was in fact removed from the committee. The sole remaining allegation appears to be the Union's failure to email her a meeting link on October 7, 2024. A single omission nine months after Medina's email, and which was corrected within a matter of hours, is indicative of clerical error rather than intentional conduct. In any case, that incident occurred after the Complainant's putative June 30, 2024 retirement date. Similarly, Barr's and Birch's objections to the climate resolution, as originally submitted by the Complainant, appear to have been legitimate procedural concerns under Article IV of the AFSCME International Constitution, and Barr's successful efforts to secure a union local to sponsor the resolution on the Complainant's behalf further undermines a finding of improper animus. In addition, the record supports a finding that Local 714 was acting in accordance with its established practice when it deemed the Complainant ineligible to serve as an election observer on May 10, 2024 and, as such, we consider the incident to be a legitimate matter of local union administration.

Lastly, to the extent that the Complainant is also alleging a breach of the duty of fair representation, and again assuming that this Board has jurisdiction, we do not believe that the above conduct meets the admittedly high threshold necessary to establish such a breach. It is well established that a union violates its duty of fair representation only when its actions are arbitrary, discriminatory or in bad faith. *Vaca v. Sipes*, 386 U.S. 171 (1967). “[A] union's actions are arbitrary only if ... the union's behavior is so far outside ‘a wide range of reasonableness’ as to be irrational.” *Air Line Pilots Association, International v. O'Neill*, 499 U.S. 65, 67 (1991) (quoting *Ford Motor Co., v. Huffman*, 345 U.S. 330, 338 (1953)) (Internal citation omitted). “[A] union's actions are in bad faith if the union acts fraudulently or deceitfully ... or does not act to further the best interests of its members.” *Labbe v. Hartford Pension Comm'n*, 239 Conn. 168, 195 (1996) (Internal citation omitted). Hostile discrimination requires evidence that the Union's actions were based on irrelevant and invidious considerations. See *Norwalk Board of Education and John Mosby*, Decision No. 3586 (1998), affirmed, *Local 1042 AFSCME, Council 4, AFL-CIO v. Connecticut State Board of Labor Relations, et al*, Superior Court, Docket No. CV 990493379S (1999). As noted in the preceding paragraph, we believe that the conduct at issue was a legitimate exercise of the Union's discretion to administer its internal operations, with a single instance of clerical error in sending out a committee meeting link.

For the reasons set forth above, the complaint is dismissed for lack of subject matter jurisdiction.

ORDER

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

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

CONNECTICUT STATE BOARD OF LABOR RELATIONS

Barbara J. Collins
Barbara J. Collins
Board Member

Katherine C. Foley
Katherine C. Foley
Board Member

Kenneth A. Hampton
Kenneth A. Hampton
Board Member

CERTIFICATION

I hereby certify that a copy of the foregoing was mailed, postage prepaid, this 25th day of August , 2026 to the following:

Ms. Kimberly Rice
181 Boston Avenue
Stratford, CT 06614

RRR

Attorney Anthony Bento
Council 4, AFSCME, AFL-CIO
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Frank N. Cassetta, General Counsel
CONNECTICUT STATE BOARD OF LABOR RELATIONS