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TOWN OF CROMWELL
POLICE COMMISSION
REGULAR MEETING
WEDNESDAY, FEBRUARY 9, 2011
7:00 P.M. TOWN HALL ROOM 224/5

MINUTES

Present: Chairman R. Newton, First Selectman J. Flanders, A. Varricchio, A. Halibozek, A. Waters, A. Spotts, P. Ahlquist
Absent:
Also Present: Captain E. Kosinski, Public and Press

A. CALL TO ORDER
Chairman Newton called the meeting to order at 7:00 p.m.

Chairman Newton asked Captain Kosinski to introduce the newest Police Officer, Tyler Meusel to the Commission. Officer Meusel received a warm welcome and a round of applause.

B. APPROVAL OF AGENDA
There being no changes or additions the agenda stands approved as posted.

C. CITIZENS COMMENTS
1. R. Waters, South Street – Complimented the Police Department for the Cider Hill Report.
2. M. Johnson, Pleasant Street –Spoke about the need for additional traffic lights and also complimented the Police Department for the Cider Hill Report.
3. A. Kelly, Willowbrook Road –Noted that there has not been any problems with kids sledding down the hill at Fox Meadow since bringing it to Chief Salvatore's attention at a previous meeting.

D. APPROVAL OF PREVIOUS MINUTES
1. Special Meeting, January 19, 2010
Motion made by A. Spotts seconded by A. Halibozek and *unanimously carried* to approve the minutes of January 19, 2010.

E. CHIEF SALVATORE'S REPORT
In Chief Salvatore's absence, Captain Kosinski distributed the Monthly Incident Report for January 2011.
Captain Kosinski:
- Commended the members of the Police Department and Fire Department that responded to the Cromwell Gardens roof emergency.

- On March 31st there will be an I-Promise presentation at Cromwell High School. This event is being co-sponsored by Channel 3, the Board of Education and Cromwell Police Department.
- Captain Kosinski informed the Commission that Chief Salvatore received the Senator Drive Investigation back from State's Attorney T. Liston. After Chief Salvatore has the opportunity to review the report he will deliver it to the First Selectman.

Chairman Newton requested that each member of the Commission receive a copy of Mr. Liston's report.

A. Spotts –the Board of Education would like to have a traffic study done in the area of Woodside and Court Street.

P. Ahlquist –Suggested that the Sidewalk Ordinance should be reviewed because it is completely ineffective with this much snow due to severe winter conditions making it almost impossible to keep some sidewalks clear of snow and ice.

A. Halibozek –Commended Sgt. Detective LaMontagne for all of her intensive efforts in her investigation and the report; it is very detailed. Ms. Halibozek asked if Captain Kosinski could confirm that he and the Chief are in 100% agreement with the finding in the report. Captain Kosinski replied that they are in agreement. Ms. Halibozek stated that she understands that employee discipline will not be discussed tonight but asked Captain Kosinski if he has recommendations in terms of the additional money that was spent. Captain Kosinski stated that he wasn't involved and that Sgt. Detective LaMontagne and Chief Salvatore handled that portion. Ms. Halibozek stated that she would wait until next month for that information.

F. OLD BUSINESS

None

G. NEW BUSINESS

1. Grievance –IBPO #357 –Second Step
   a. Possible action

Chairman Newton presented the Grievance to the Police Commission and advised that Kenneth Weinstock, the Town of Cromwell's Labor Attorney was not able to attend this evening's meeting because he is out of the country. He did send a communication that was forwarded to the Commission.

For the record Mr. Newton stated that he advised the Union President, Sgt. Mantel, that the town's Labor Attorney was out of the country and asked if they could possibly do this in March. Sgt. Mantel declined on behalf of the union. Chairman Newton stated that Sgt. Mantel sent the Commission a package supporting the union's side of the grievance and verified that the Commission had all received the package.

Sgt. Mantel turned the meeting over to Scott Jalesteck and Douglas Hall, the legal staff of the IBPO in Cromwell; representing the Cromwell Police Department. The union's side of the grievance was presented. Attorney Hall distributed a copy of the town's last-best-offer letter that was submitted to the Arbitration Panel during the last Police Union Contract Arbitration written by Kenneth Weinstock on behalf of the town. This language was accepted by the panel and

was awarded to the town. The Police Union is requesting that the Commission find for the union based on the reverse side of the letter, which is a copy of Union Contract page 31, which was also written by Ken Weinstock on behalf of the town. Mr. Hall referred to:

§151 Patrol Officers not at the maximum shall advance annually on the anniversary date of their employment and Sergeants not at the maximum shall advance annually on the anniversary of their promotion, as indicated in the above schedule; however such step increase shall be deferred for three (3) months after the respective applicable anniversary date. (Letter attached to minutes).

Chairman Newton turned the grievance over to Finance Director M. Sylvester who had participated in the Union Negotiation and the arbitration process that followed. Ms. Sylvester stated that she did represent the Town as the Finance Director and spoke regarding the financial issues that the town was facing and feels that Mr. Weinstock's memo outlines the issues quite well from a legal standpoint. The arbitration panel, the union and management all received a very large book from the town's perspective for each issue with an exhibit that highlighted how the town views each issue and how they would be carried out. Ms. Sylvester stated that with this issue the steps were frozen, frozen means stop, when the freeze was unfrozen it means to start again as shown on the town's exhibit (attached to the minutes). The exhibit that was given to the Arbitration Panel shows that the officers that were to be affected at the time show some step movement in 08/09. In the step freeze year they stayed on the step they were on effective June 30, 2009. In fiscal year 09/10 they stayed on that same step. In fiscal year 10/11, as demonstrated in the third column, it shows that they are moving one step. The exhibit that the union is using is shown by the number of years; the town's is using numbers. In normal years the union's defense would be the flow of things but is not applicable in this case because of the freeze. The Arbitration Panel saw this exhibit in management's defense in their report and that is what the award is based on. Ms. Sylvester stated that when the town employees faced the same situation after the freeze was lifted they advanced one step.
Chairman Newton opened the topic up for discussion.
Discussion followed and the union was given a chance to clarify their position.
P. Ahlquist requested that he be allowed to ask Captain Kosinski a few questions. Captain Kosinski stated that he was the Union President at the time and negotiated the contract and testified at the hearings. At the time Captain Kosinski stated that when the arbitrator's award came back, the way that it was explained to him is that the first year of the contact there would be a wage freeze, the following year when the officer reached his months of service, using Officer McCarter for an example, when he reached his 60th months of service in September, in December he would be at a 60th month step, putting him at his top step. Officer McCarter would advance from 48 months at the freeze and then advance to 60 months in December. Captain Kosinski stated that this contract was sent to the union by Attorney Weinstock.

P. Ahlquist asked if this was the way it was explained to the rank and file.
Captain Kosinski stated that this was he explained to the union members.
A. Varricchio stated that the Labor Attorney's letter to the Commission recommended that this grievance be denied.
Further discussion followed.
Chairman Newton asked if the union is saying *using Officer McCarter for an example:*
(Officer McCarter is now a 63 month employee. He had an anniversary date in September at which time he reached his 60th month and then had to wait another 3 months to receive his step).
Mr. Newton: If an officer is at step 5 when the freeze is enacted and has an anniversary during that freeze, he doesn't get an increase and he is still at step 5. At the end of the year he is still at step 5 because of the one year freeze, then at the end of 1 ½ years he has an anniversary date and he is still at step 5. Then on the anniversary date does he go to step 6 or 7? Captain Kosinski stated that he believe he goes to step 7.
Mr. Newton stated that this is the argument.
Discussion continued.
The Union verified that they are not looking for any back pay.
Mr. Newton stated that this put the Commission is a tenuous position since the town's Labor Attorney was not able to attend this meeting.
Mr. Newton stated that the options that are available are that they can either deny the grievance or wait 10 days to make a decision giving them time to discuss this with Ken Weinstock.
Ms. Halibozek stated that they have a memo from the Labor Attorney to deny and feels that he is prepared to defend the grievance at the next level.
Motion made by A. Halibozek seconded by J. Flanders to deny.
Further discussion followed.
For the record Sgt. Mantle, President of the IBPO #357, agreed that the item could be tabled until the next regular Police Commission meeting.
Motion made by J. Flanders seconded by A. Varricchio and *unanimously carried* to table until the next regular Police Commission meeting.

H. CORRESPONDENCE
None

I. GOOD AND WELFARE
None

J. ADJOURNMENT
Motion made by J. Flanders seconded by A. Spotts and *unanimously carried* to adjourn the meeting at 7:52 p.m.

Respectfully submitted,

Re Matus

Re Matus
Secretary

Cromwell Police Department
Incident Analysis

1/1/11...1/31/11

Shift 1st	Shift 2nd	Shift 3rd	Total
399	342	232	**979**

UCR	Nature	1st	2nd	3rd	Total
					0
11	Escort	0	6	1	7
13A	Assault, Aggravated	1	0	0	1
13B	Assault, Simple	1	3	2	6
13C	Harass/Threaten/Intimid	1	0	0	1
13PH	Harrassing Phone Calls	1	2	1	4
14	MV Parking Violation	5	3	2	10
16	MV Violation	51	42	37	130
17	Traffic Assignment	2	0	1	3
19	Assist Motorist	36	25	15	77
1911	911 Hang Up Call	5	10	2	17
19CS	Car Seat Installation	0	2	0	2
20	See Complainant	15	9	2	26
20K	K-9 Assist	0	1	0	1
20P	FV Protocol / P.A.	6	4	0	10
20U	Unfounded Complaint	13	6	3	22
21	Domestic Incident	1	4	2	7
210	Extortion/Blackmail	1	0	0	1
22	Fight/Disturbance	0	0	2	2
220	Burglary	0	2	0	2
23C	Larceny -Shoplifting	5	3	0	8
23D	Larceny - From Building	1	1	0	2
23F	Larceny - From MV	3	0	1	4
23H	Larceny- Other	0	1	0	1
24R	Runaway	1	0	1	2
250	Counterfeit/Forgery	1	0	0	1
26	Impaired / Intox Person	0	1	1	2
26B	Credit Card/ATM Fraud	1	1	0	2
28F	Follow Up	41	32	18	92
29	Suspicious Activity	9	20	9	38
290	Criminal Mischief / Vandalism	1	3	1	5
30	Alarm - All types	27	22	35	84
34	Patient Dispute	0	0	1	1
35A	Drug/Narcotic Violation	0	1	0	1
48	Medical Emergency	14	22	8	44
51	MV Accident	36	20	6	62
63	Noise Complaint	1	1	13	15
64	Unwanted Person	2	2	0	4
67	Juvenile Incident	1	0	0	1
71	Property Check	3	9	38	50
71P	Prescription Forgery	1	0	0	1

71W	Well Being Check	5	5	2	12
72	Neighbor Dispute	3	0	0	3
73	Road Cond/TCS Out	22	29	11	62
75	Assist Other Agency	7	19	9	35
78	Property Seized	1	0	0	1
80	MV Abandoned	0	1	0	1
81	Serve Warrant INFO	5	5	0	10
82	Property Lost/Found	5	1	0	6
84	Animal Complaint	16	7	3	26
88	Town Ordinance	8	2	0	10
89	Civil Matter	0	1	0	1
89ID	Identity Theft	0	1	0	1
90D	DWI	0	0	1	1
90F	Family Offenses, Nonviolent	1	0	0	1
90Z	All Other Offenses	2	1	0	3
93	Record Only Call	4	0	1	5
A91	Administrative Matter	6	0	0	6
A92	Fingerprinting	20	4	0	24
Sup	FOLLOW UP OFF SUPP				4
XX	Test	7	8	3	18

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September 21, 2009

VIA E-MAIL & OVERNIGHT MAIL

Arbitrator Susan Meredith
19 Foster Street
New Haven, CT 06511-2605

RE: Town of Cromwell and IBPO, Local 357
SBMA Case No. 2010-MBA-22 (Police Officers)
Town of Cromwell's Proposed Collective Bargaining Agreement in Numbered Paragraphs and Supporting Cost Data

Dear Arbitrator Meredith:

In conjunction with the time limits and requirements described in C.G.S. §7-473c (d)(1), enclosed is the Town of Cromwell's proposed Collective Bargaining Agreement in numbered paragraphs and supporting cost data. I am supplying this to you, the other panel members and Union Representative Richard Anderson pursuant to the statutorily required minimum of two (2) business days in advance of our scheduled initial hearing in this matter on Wednesday, September 23, 2009 at 4:30 p.m. in Cromwell Town Hall.

If you have any questions concerning the enclosed, please do not hesitate to contact me.

Very truly yours,

Kenneth S. Weinstock

KSW:ts
Enc.

cc: John M. Romanow, Esq.
Michael Brady Esq.
Richard H. Anderson
Jeremy Shingleton, First Selectman
Tom Roohr, Director of Human Resources and Risk Management

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¶150 **Section 2.** Effective July 1, 2010, there shall be a one percent (1.0%) increase in rates of pay.

PATROL OFFICER

STEP	HOURLY	WEEKLY	ANNUALLY
Start	$22.64	$905.60	$47,091.20
After 6 mos.	$23.81	$952.40	$49,524.80
After 12 mos.	$25.09	$1,003.60	$52,187.20
After 24 mos.	$26.38	$1,055.20	$54,870.40
After 36 mos.	$27.67	$1,106.80	$57,553.60
After 48 mos.	$29.15	$1,166.00	$60,632.00
After 60 mos.	$30.70	$1,228.00	$63,856.00

SERGEANT

STEP	HOURLY	WEEKLY	ANNUALLY
Promotion Date	$34.48	$1,379.20	$71,718.40
After 12 mos.	$35.06	$1,402.40	$72,924.80
After 24 mos.	$35.73	$1,429.20	$74,318.40

¶151 Patrol Officers not at the maximum shall advance annually on the anniversary date of their employment and Sergeants not at the maximum shall advance annually on the anniversary of their promotion, as indicated in the above schedule, however such step increase shall be deferred for three (3) months after the respective applicable anniversary date.

¶152 **Section 3.** Effective July 1, 2011, there shall be a two percent (2.0%) increase in rates of pay.

PATROL OFFICER

STEP	HOURLY	WEEKLY	ANNUALLY
Start	$23.10	$924.00	$48,048.00
After 6 mos.	$24.29	$971.60	$50,523.20
After 12 mos.	$25.60	$1,024.00	$53,248.00
After 24 mos.	$26.91	$1,076.40	$55,972.80
After 36 mos.	$28.23	$1,129.20	$58,718.40
After 48 mos.	$29.74	$1,189.60	$61,859.20
After 60 mos.	$31.32	$1,252.80	$65,145.60

SERGEANT

STEP	HOURLY	WEEKLY	ANNUALLY
Promotion Date	$35.17	$1,406.80	$73,153.60
After 12 mos.	$35.77	$1,430.80	$74,401.60
After 24 mos.	$36.45	$1,458.00	$75,816.00

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MEMORANDUM

TO: Richard Newton
Chairperson - Cromwell Police Commission

FROM: Kenneth S. Weinstock, Esq.

DATE: February 3, 2011

RE: Police Union Grievance – Three Month Deferred Step Increases for 2010-11

At your request, this Memorandum outlines the Town of Cromwell's position concerning the above grievance.

BACKGROUND

As you likely know, I served as the Chief Spokesperson for the Town of Cromwell in the collective bargaining negotiations with IBPO, Local 357. I also represented the Town in the interest arbitration proceedings. An interest arbitration award was issued in January 2010 that awarded the parties' last best offers and established the terms of the current three year Collective Bargaining Agreement. The Town of Cromwell set forth in its last best offers and the interest arbitration panel awarded a step freeze in 2009-10 and a three month deferral of step increases in 2010-11.

The Union is asserting in this grievance that Officers who were frozen on step in 2009-10 are entitled to move 2 steps in 2010-11. The Town contends that these Officers are entitled to move one step.

REASONS WHY THE UNION'S GRIEVANCE SHOULD BE DENIED

I concur with all of the reasons cited by Chief Salvatore and the manner in which he interpreted and applied the terms of the Collective Bargaining Agreement in denying the grievance. However, because the Chief was not on the Town's negotiating committee nor was he a participant in the interest arbitration proceedings concerning wages and step increases, there are additional reasons supporting a denial of the Union's grievance beyond the Chief's first-hand knowledge.

The evidence the Town provided at the arbitration hearings that resulted in the Panel awarding the Town's last best offer for a three month step deferral in 2010-11 clearly supports the Town's position that Officers move just one step in 2010-11. I have attached two pages of exhibits from the interest arbitration proceedings that address Issue 8D, the three month step deferral. Finance Director Marianne Sylvester prepared the spreadsheet that shows the cost impact of the three month deferral. This calculation clearly shows that the Town intended in its last best offer that Officers who were frozen on step in 2009-10 would move just one step in 2010-11, after a three month deferral. For example, as it relates to some of the officers referenced in the Union's grievance, this spreadsheet shows:

- Officer McCarter - stay frozen at step 5 in the first year (2009-10) of the Agreement and in the second year of the Agreement (2010-11) move one step to Step 6.

- Officer Dorais - stay frozen at step 5 in the first year (2009-10) of the Agreement and in the second year of the Agreement (2010-11) move one step to Step 6.

- Officer Parsons - stay frozen at step 3 in the first year (2009-10) of the Agreement and in the second year of the Agreement (2010-11) move one step to Step 4.

- Officer Tolton - stay frozen at step 3 in the first year (2009-10) of the Agreement and in the second year of the Agreement (2010-11) move one step to Step 4.

The same would apply to all of the Officers cited in the Union's grievance who will advance a step in 2010-11: that they move one step, not two steps as suggested in the Union's grievance, notwithstanding the fact that the salary schedules articulate the attainment of specific years of service to move to particular steps in the salary schedule. Relying on the spreadsheet prepared by Finance Director Sylvester, the interest arbitration panel awarded the Town's last best offer of a three month deferral of steps for 2010-11.

I have also included p. 12 of the hearing transcript from the interest arbitration proceeding that relates to Issue 8D. From that transcript excerpt, you will see that in pursuing a three month delayed step increase, I explained to the Panel that the Town was seeking to treat Police Officers the same way it had treated other bargaining units that had a three month delayed step. It is my understanding that the Town has applied the delayed steps to other bargaining units in the same way the Chief of Police has applied it to Police Officers, namely that Officers move one step, three months delayed, after having been frozen on the prior step.

It should also be noted that Union President Mantel, who is pursuing this grievance on the Union's behalf, was not on the Police Union's negotiating committee nor was he a participant in the interest arbitration proceedings. Consequently, he has no firsthand knowledge of the evidence that led to the interest arbitration panel awarding a three month deferral of step increases in 2010-11. And, it is this lack of first hand knowledge that is particularly detrimental to the Union's claim.

Furthermore, because the economic challenges facing the Town of Cromwell were a primary motivation in seeking and being awarded a step freeze and then a three month deferred step increase, it is completely counterintuitive that the Town would have presented a last best offer that was ultimately awarded by the interest arbitration panel, that would have Officers move two steps in 2010-11, thereby nearly wiping out all of the savings realized by the step freeze in 2009-10.

Finally, the Union's pursuit of this grievance amounts to a repudiation of the Collective Bargaining Agreement and disregards the interest arbitration award. Such action is bad faith bargaining, which is a prohibited practice under the Municipal Employee Relations Act. Based on the precedent before the State Board of Labor Relations there is a strong likelihood that the Town would prevail and be awarded its attorney's fees and all other costs in defending the grievance and pursuing the prohibited practice complaint.

For all of these reasons, the Police Commission should deny the Union's grievance.

Enclosures
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