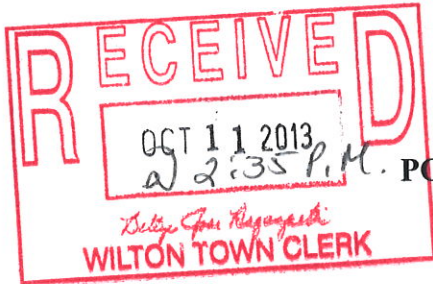


Wilton Police Commission



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**POLICE COMMISSION REGULAR MEETING
09 SEPTEMBER 2013**

CTO

Chairman Chris Weldon called the meeting to order at 7:03 p.m. In attendance were Commissioner David Waters, Commissioner Don Sauvigne, Chief Michael Lombardo, Deputy Chief Robert Crosby, Captain John Lynch, Sergeant Robert Kluk and Officer Timothy Fridinger as President and Vice President, respectively, of AFSCME Local 1429, and Sarah Taffel.

MINUTES

Commissioner Waters made a motion to approve the minutes of the July 8, 2013 regular meeting and the July 25, 2013 special meeting. The motion was seconded by Commissioner Sauvigne. Motion carried 3-0.

NEW BUSINESS

Chairman Weldon suggested that the Commission scramble the agenda to take up New Business. Commissioner Sauvigne made a motion to scramble the agenda. The motion was seconded by Commissioner Waters. Motion carried 3-0.

D. Union Step II Grievance – Military Stipend

Chairman Weldon opened the Step II grievance hearing by setting forth the process that would be followed. The matter at issue is whether Section 28.1(g) of the current Collective Bargaining Agreement (the "CBA") became applicable as of the initial effective date of the CBA or as of the date that the CBA was fully executed and ratified.

Sergeant Kluk presented the Union's position: Section 28.1(g) is a new provision in the current CBA which is effective from July 1, 2011 to June 30, 2014, and it provides that each two years of active non-reserve military service shall equate to one year of higher education for purposes of determining the education stipend, up to the equivalent of a master's degree. The education stipends of two officers are affected by this grievance –

(1) Sergeant Kluk, with four years of military service and the equivalent of an associate's degree, and (2) Officer Nosal, with twenty one years of military service and the equivalent of a master's degree. After the CBA was signed all of the other stipends were paid from the July 1, 2011 effective date of the CBA with the exception of the military equivalency portion of the education stipend; the Town has taken the position that this new provision is only applicable from the date the CBA was signed, and the Union is asking that it be paid for the entire term of the CBA starting on July 1, 2011. The grievance was denied in the Step I process and therefore the Union is before the Commission as the Step II adjudicator.

Chairman Weldon asked whether an officer who attained an educational degree after July 1, 2011 but while the CBA was being negotiated was paid the education stipend for that degree, and the answer was that one officer had achieved a degree and was paid the stipend. The education stipend is paid in the year that the degree is achieved and continues thereafter, assuming that the education stipend remains in future collective bargaining agreements. Sergeant Kluk concluded by stating that the basis of the Union's claim is that salary provisions relate back to July 1, 2011 as the initial effective date of the CBA, and Section 28.1(g) is part of the salary calculation and therefore should relate back as well.

Ms. Taffel presented the Town's position: Section 28.1(g) was a new provision and provided new compensation whereas other compensation provisions of the CBA were carried over from the prior collective bargaining agreement, and retroactivity of this new provision was not requested by the Union during negotiations. Ms. Taffel presented a copy of the Union's initial proposals dated March 29, 2011 (Town Exhibit #1) and a summary of the modifications to the prior collective bargaining agreement that had been prepared by the Union's attorneys in or around February 2013 (Town Exhibit #2) – in both documents salary is expressly intended to be retroactive but the reference to the new military portion of the education stipend does not mention retroactivity. A copy of Appendix II to the CBA, the Salary Schedule, was submitted (Town Exhibit #3) and it expressly states that the salary schedule is retroactive. A copy of the July – September 2013 salary schedule was submitted (Town Exhibit #4) to show the current adjustments – Longevity, C&C (cleaning and clothing) and Education are the three stipends and they are added in for purposes of overtime calculations and are treated as bonuses as required by the IRS. When the CBA was nearing resolution the issue of retroactivity of health insurance premium cost sharing arose, and the Union took the position that the silence of the CBA meant that the health insurance provision was not retroactive. Section 23.1(c) of the CBA as adopted specifically states a later date for certain insurance provisions.

Chairman Weldon asked if there were any provisions other than the health insurance provisions that were not applied to the period of time between the effective date of the CBA on July 1, 2011 and the date that the CBA was adopted. Ms. Taffel responded that very few provisions would be susceptible to relate back to this period – possibly the increased accumulated comp time limit (but banked time was never capped and this was not hard and fast to begin with). Changes to Section 29.1 with respect to examination lists did not result in changes to the lists established as of July 1, 2011. The K9

memorandum of understanding included retroactive wages, but that was based upon an agreement with the Union.

Sergeant Kluk responded for the Union: Town Exhibits #1 and #2 should not be considered because they are merely negotiation tools and not the final CBA; the signed CBA is the operative document. The health care dates were initially contemplated based on when the parties expected to sign the CBA, but when that date passed and the CBA had not been signed the dates were negotiated because they were intended to be dates occurring following the execution of the CBA. The military compensation is part of the education stipend, not a new stipend, and does not have a hard date when it became applicable – it is included in salary which is, per the CBA, retroactive.

Ms. Taffel responded for the Town: Retroactivity is a negotiable provision, but it needs to be raised in order to be discussed – Town Exhibits #1 and #2 were submitted to demonstrate that there was no notice or discussion that the Union expected the military compensation to relate back. Town Exhibit #3 demonstrates that for the first two salary increase steps the Town needed to look back retroactively to determine salary, but for the third step there is no reference to retroactivity because that step occurred after the CBA had been executed. The salary schedule was applied to overtime, etc. from July 1, 2011 and the resulting increases were paid in a lump sum.

The grievance hearing was then closed. Chairman Weldon stated that a written determination will be made by the Commission, and observed that the Commission has a period of thirteen days from this date to notify the Union of its decision.

DISCUSSION OF MONTHLY REPORTS

Monthly reports were reviewed and discussed. The Commissioners noted that the number of MV Stops has increased by approximately 7% over last year, and that the number of stops is relatively consistent month-to-month within the current year. The Commission expressed satisfaction with the consistency of the number of stops and the level of activity that this represents.

The Activity Report was reviewed. The number of EMS calls is up slightly. There were no reporting concerns.

The MAC Report was reviewed. Officer MacLean has been mostly on patrol duties and therefore she is limited in the other activities that she can perform. Until the Department is fully staffed this is likely to be the case. The Commission discussed Nu-Metrics readings from locations on Dudley Road and on Westport Road, and noted in particular that on Westport Road a significant majority of the vehicles were travelling at not greater than five miles over the speed limit.

The SRO Report was reviewed. The SRO's primary activity for the period was to address emergency operations plans for the schools, but otherwise there was not much activity because schools were not in session.

REPORT OF CHIEF LOMBARDO

Letters of thanks and jobs well done and other miscellaneous matters were reviewed.

Letters:

- Letter to Lt. Brennan from Donald Offinger (President, Cannon Grange) expressing appreciation for the crosswalk over Cannon Road.
- Letter from Nancy Clark and Jay Petrow for assistance received from Officers James Warner, David Hartman and Sgt. Robert Cipolla.
- Note of gratitude from Jean Kazi for assistance received.
- A forwarded email from Laurisa Forgione praising the assistance she received from Officers Michael Tyler and Frank Razzaia.
- Email from Sgt. Tunney praising Capt. Lynch, along with Chief Lombardo's email.
- Email from Tom Dexter commending Officer Stephen Sisenstein for his professionalism, responsiveness and care during an incident.
- Notification from the New England Association of Chiefs of Police, Inc. that Sgt. Thomas Tunney has been chosen as the recipient of the 2013 New England Association of Chiefs of Police Medal of Valor.
- Letter from Daniel Delfino thanking Chief Lombardo for the opportunity to serve as a summer intern at the WPD.

Donations to the Wilton Police Fund:

- \$30.00 Nancy Clark and Jay Petrow
- \$30.00 Donor who wishes to remain anonymous

Miscellaneous:

- Letter of appreciation from Chief Lombardo to Fred and Gail Testor (Taylor Rental) for the loan of a metal detector.
- Letter from Chief Lombardo thanking Dr. and Mrs. Ugol for food they brought to the Department.
- Chief Lombardo's announcement that effective August 26, 2013 Officer Gregg Phillipson will be assigned to Acting Sergeant.
- Letter from Chief Lombardo to Google New York asking if vehicles are being diverted from Route 7 and Route 1 onto Route 33 by their organization.
- Sick Time Usage memo from Captain Lynch to Chief Lombardo.

Chief Lombardo specifically singled out the Medal of Valor that is to be awarded to Sgt. Tunney, and noted that only one such award is made each year for the entire New England region. A contingent from the Department will attend the award dinner.

Chief Lombardo further noted that the letter to Google New York was as a follow up to a discussion held between the Commission and homeowners on Westport Road at a prior meeting.

OLD BUSINESS

- A. Update on School Zone Designation on Route 7 from School Road to the Entrance of the Wilton High School

Chief Lombardo reported that the State DOT has adopted a Traffic Investigation Report in which it has agreed to the requested school zone designation. The next step is to obtain an encroachment permit, which is being pursued, and then the signage can be installed.

NEW BUSINESS (CONTINUED)

- A. Acceptance of Sgt. James Dempsey's Resignation

Chief Lombardo informed the Commission that he had received written notice dated August 13, 2013 that Sergeant Dempsey was resigning from the Department effective August 21, 2013. Commissioner Waters made a motion to accept Sergeant Dempsey's resignation. The motion was seconded by Commissioner Sauvigne. Motion carried 3-0.

- B. Consideration of Promotional Appointment to Sergeant

Commissioner Sauvigne made a motion to promote Officer Gregg Phillipson to the rank of Sergeant of the Department, effective September 10, 2013. The motion was seconded by Commissioner Waters. Motion carried 3-0.

- C. Approval of State of Connecticut Judicial Branch Memorandum of Agreement with the Department

Chief Lombardo explained that the Judicial Branch permits the filing of documents electronically in criminal matters, and in order for the Department to participate in this program the Memorandum of Agreement must be signed by the Department and by the Judicial Branch. There is no cost to the Town to participate in this program. The Memorandum of Agreement was forwarded to Town Counsel Ken Bernhard, and he has reviewed it and recommended that it be executed by the Department. Commissioner Waters made a motion to authorize Chief Lombardo to sign the Memorandum of Agreement on behalf of the Department. The motion was seconded by Commissioner Sauvigne. Motion carried 3-0.

REPORTS OF THE COMMISSIONERS

There were no reports of the Commissioners.

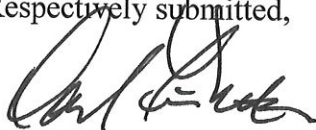
EXECUTIVE SESSION

At 9:16 p.m., the meeting went into Executive Session to consider personnel issues. At 10:26 p.m., the Commission came out of Executive Session. No action was taken in the Executive Session.

ADJOURNMENT

At 10:27 p.m., a motion to adjourn the meeting was made by Commissioner Waters seconded by Commissioner Weldon and passed 3-0.

Respectively submitted,

A handwritten signature in black ink, appearing to read 'David F. Waters', written over the text 'Respectively submitted,'.

David F. Waters, Acting Recording Secretary