

STATE OF CONNECTICUT  
LABOR DEPARTMENT

CONNECTICUT STATE BOARD OF LABOR RELATIONS

In the matter of

CITY OF NEW HAVEN

**-and-**

LOCAL 530, COUNCIL 15,  
AFSCME, AFL-CIO

Decision No. 3060  
December **24,1992**

Case No. MPP 13,207 and  
Case No. MPP **13,285**

**APPEARANCES :**

Miguel Rios, Esq.  
for the City

Susan Nelson, Attorney  
for the Union

**DECISION, ORDER AND DISMISSAL OF COMPLAINT**

On September 7, 1990 Local 530 and Council 15, AFSCME, AFL-CIO (the Union) **filed** with the Connecticut State Board of Labor Relations (the Labor Board) a complaint in Case No. MPP-13,207 alleging that the City of New Haven (the City) had engaged and was engaging in practices prohibited by Section 7-470 of the Municipal Employee Relations Act (the Act). In substance the complaint alleged that the City had reneged on a grievance settlement involving staffing levels in the Detail Room. On October 12, 1990 Local 530 filed an additional complaint in Case No. MPP-13,285 alleging that the City had engaged and was engaging in practices prohibited by Section 7-470 of the Act.

In this second complaint the Union in substance charged that a) the City had removed a Union Executive Board member from the Detail Room, thus leaving staffing below the level agreed to in the prior settlement agreement, and b) the City reassigned that member in retaliation for his Union activities.

After the requisite preliminary administrative steps had been duly taken, the matter was brought before the Labor Board for a hearing on September 26, 1991. Both parties appeared and were given full opportunity to adduce evidence, examine

and cross-examine witnesses, and make argument. Roth parties **filed** briefs, the last of which was received on December 24, 1991.

On the basis of the entire record before us we make the following findings of fact, conclusion of law, and orders.

### **FINDINGS OF FACT**

1. The City of New Haven is an employer within the meaning of the Act.
2. The Union is an employee organization within the meaning of the Act and at all times relevant to this matter represented a unit in the New Haven Police Department, a unit described in the 1987-1991 contract as "full-time and permanent investigatory and uniformed members of the New Haven Police department with the authority to exercise police powers, up to and including the rank of Commanders" (Exhibit 9, **p.1**)
3. Sergeants and captains are in the bargaining unit.
4. The parties had a contract for the term July 1, **1987-June 30**, 1991.
5. For many years the operations of the New Haven Police Department (the Department) included a "detail room" in which bargaining unit employees scheduled and assigned the "details", i.e the locations within the City where the patrol officers would work. Numerous other functions were performed there as well.
6. Job descriptions for Detail Room personnel, which were written in 1981 and 1987, included numerous duties related to such "details", including preparation of monthly details, making car assignments, preparing and distributing daily schedules, notifying relief personnel of last minute assignments, and submitting daily payroll sheets.
7. Prior to 1987, there were three bargaining unit employees assigned to the detail room --a supervisor and two uniformed officers. A civilian clerk was also assigned there.
8. Prior to 1987, the Detail Room operated Monday through Friday with Saturday and Sunday off.
9. **In** or about early 1987, the Department changed the working hours so that some Detail Room employees worked Monday through Friday, and others worked Tuesday through Saturday.

10. On February 4, 1987 the Union wrote a letter to Police Chief William Farrell charging that this action violated the contract and also constituted a unilateral change in violation of the Act. The Union requested that the Detail Room return to the former schedule. It also stated that the letter served as initiation of the contractual grievance procedure. (Exhibit 1)

11. Shortly thereafter, Union President Louis Cavalier met for a Step 1 grievance meeting with Commander **Maier**, who had made the change. (Tr. p.9)

12. Cavalier and **Maier** came to an agreement which resolved the grievance. The Union agreed to the changed hours of work, but the number of individuals would remain the same. Thus the settlement involved not only hours of work, but the provision that two officers and one supervisor would be **staffing** the Detail Room. (Testimony of Cavalier, **Tr.9-11**)

13. On February 9, 1987 Cavalier sent a letter to Chief Farrell which memorialized the resolution of the grievance. The letter provided in pertinent part:

On February 4, 1987 the Union filed a grievance concerning the unilateral change in working hours for the Detail Room. The Union has resolved this grievance in the first **step**.

The Department has agreed to have one officer working the B Squad Patrol hours Monday thru Friday with Saturday and Sunday off. The other officer will work the A Squad patrol hours Tuesday thru Saturday with Sunday and Monday off. These officers will then alternate their days off every twenty-eight (28) days.

The Detail Room Supervisor will work the A Squad patrol hours Monday thru Friday with Saturday and Sunday off.

(Exhibit 2)

14. The staffing and hours arrangement described in Cavalier's letter continued **from** February 1987 until late 1989, when one of the officers was removed from the Detail Room, leaving one officer and one supervisor.

15. After several months of trying to discuss the matter with the City's Director of Labor Relations, Victor Binkoski, Cavalier did **finally** speak to Binkoski in or about late 1989. Binkoski told Cavalier "he would send a letter over to the Chief advising him that there will be two officers and a supervisor assigned to the Detail Room". (Testimony of Cavalier, Tr. **P- 13**)

16. Apparently as 'a result of that contact, Officer' Mark Kunza was added to the Detail Room. However Kunza was assigned to a rotating schedule (5 days on, 2 days off, followed by 5 days on 3 days off)-- i.e. a different schedule than the one described in the February 1987 letter.

17. Consequently , Cavalier again protested to Binkoski and advised that the prior grievance settlement was not being met. (Tr.14)

18. On January 11, 1990, Binkoski wrote a memorandum to Farrell as follows:

The Union has informed me that the Department is not adhering to the attached grievance settlement regarding the detail Room. Although an additional employee, Officer Mark Kunza has been working there on a regular basis, he is currently working a **5-2, 5-3** schedule which does not adhere to the grievance settlement that was resolved in February 1987.

The Union has informed me that if this matter is not resolved within the next two weeks they will be filing a Prohibited Practice.

Please resolve this matter no later than Friday, January 26, 1990.

(Exhibit 3)

19. As a result of Binkoski's memo Officer Kunza's hours were changed to conform to the 1987 provisions. Also the Union agreed that "the **staffing** of the detail room might be modified such that three bargaining unit members of any rank, as distinguished from a supervisor and two officers, might be utilized in the detail room without objection from the union.'

20. With the change in **Kunza's** hours, and with three unit members **staffing** the Detail Room, the Union agreed that the matter had been resolved.

21. On January 23, 1990, Cavalier wrote a letter to Binkoski which referred to the older grievance settlement and to the new agreement reached with Binkoski. The letter stated in pertinent part:

The Union has learned that the Department has complied with the complaint filed by the Union concerning filling the position in the Detail Room.

The Department has complied with a grievance settlement and a stipulated agreement reached with you. (Exhibit 4)

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<sup>1</sup> Although this quote is from the Union's Brief at p.5, and does not appear in sworn testimony, we take it as fact given the inclusion of the same basic information in the City's brief. (Statement of Facts p.2)

22. Daniel Hott is a police officer who has worked for the department for 25 years. For thirteen years he was assigned to the detail room on a full- or part-time basis, but he was removed from the detail room on September 9, 1990. (Tr.21)
23. For the six years prior to his removal Hott had worked in the detail room full time, i.e April **1984-** September 1990. (Tr.21)
24. In performing his duties in the Detail Room, from time to time Hott would point out to his supervisor, Sergeant Park, those aspects of details and other matters that might raise a problem with the Union. He would suggest that "the supervisor "might want to check before they went further with it." (Tr.26)
25. Such observations were made about 2-3 times per month. (Tr.27)
26. In June, 1989 **(Tr.30)**, or 1990 (prior to July) (Tr.38) on an occasion when Sergeant Park, Hott's supervisor in the detail room, was preparing a new **12-hour** shift detail, Park handed Hott the package of detail material and asked him to go over it to look for mistakes. Hott pointed something out that was wrong. Park then told Hott that he **(Hott)** worked for him not the Union and "I can put you out just as well as I brought you in."
27. The 1987 "Position Description - Detail Room Personnel" listed the following among "Personal **qualities, knowledge abilities and skills required**" :
- KNOWLEDGE OF UNION CONTRACT: must have a thorough understanding of current contract data in its entirety, in order to answer questions regarding sick days, compensation days, H days, etc." (Exhibit 8)
- This basic qualification was also stated in other portions of the 1987 position description and also in the 1981 description, (Exhibit 7).
28. In September 1990, Hott was removed from the Detail Room and reassigned to the Patrol Division. Sometime prior to that date, he had been told of the upcoming reassignment by Officer Kunza, information which was confirmed when Hott asked Sergeant Park about it.
29. No reason was given for the reassignment at that time.
30. Almost a year later in August 1991, at an individual meeting with Captain Beausanjour, head of the Patrol Division, Hott asked him about the fact he **(Hott)** had never been given a reason for the removal. Beausanjour stated that when he spoke to Captain Garcia, who was in charge of the Detail Room, Garcia relayed to Beausanjour that Hott was put out because of his (Hott's) union activity. **(Tr.30-32)**
31. Hott became a member of the Union Executive Board in 1989 (Tr.36). Sometime perhaps in 1990, Hott was a witness in a labor case in his capacity as a detail officer. No

Finding of Fact No. 31 (Continued)

record evidence was provided concerning this testimony and the evidence conflicts as to the date. **(Tr.36-37)**

32. **On** the day in September, 1990 that Hott was removed from the Detail Room, he was returning from vacation, and Officer Kunza, who was still assigned to the Detail Room started vacation. Rather than using Hott as his relief, the Department assigned a man, Officer Barry **Hillman**, who had only been in the detail room three weeks.

33. On September 13, 1990, the Union protested the reassignment of Hott in a letter to Chief Farrell. The letter stated in pertinent part as follows:

The Union has a negotiated agreement with the **staffing** of the Detail Room. The work schedule calls for a supervisor and two officers. The Department violated the conditions of this negotiated (sic) agreement by removing one officer from the Detail Room. The officer removed was the most experienced officer working in the Detail Room. The officer, Daniel Hott is as you know a member of the Executive Board of the New Haven Police Union Local **#530**.

(Exhibit 5)

The letter went on to protest the use of a less experienced officer to fill a vacancy in the Detail Room, and charged the Department with "engaging in a direct attack upon a member of the Union's Executive Board due to his union activity."

34. **In** October, 1990, Kunza was scheduled to be off work on Sunday and Monday. **Hillman** was also off Sunday and Monday. Hott was working on those days, but instead of assigning him to work as **Kunza's** relief in the Detail Room, the Department assigned **Hillman** by giving him Sunday and Tuesday off, thereby splitting Hillman's days off. Splitting days off was in violation of the contract's Article **XIII** provision that days off are consecutive.

35. The instant complaints were filed in September and **October**, 1990.

36. From September 1990 until January 1991, the Detail Room was staffed by Sergeant Park as supervisor and Officer Kunza. There is no record evidence that any additional officer was assigned there on a regular basis. **(Tr. p.26)**

37. In January 1991, Captain Genite was transferred to the Detail Room to be trained by Sergeant Park, who had announced that he would retire in June 1991. For most of several months thereafter, the Detail Room was **staffed** by three full-time officers--Park, Kunza and Genite. **(Tr. p.68)**

38. At some point between January 1991, and June 1991, during the months before Sergeant Park retired, there were a few days when Kunza was removed from the Detail Room, but the matter was brought to the attention of the Chief as an alleged violation of the settlement agreement, and as stated by Captain Genite, "I think it was within a week Officer Kunza was brought back into the Detail Room to meet the three bargaining unit requirement; myself, Sergeant Park and Officer Kunza. " (Tr. p.68)

39. Genite understood that the agreement between the parties was that there should be three bargaining unit members "doing that work" (Tr. p.73)

40. After Sergeant Park retired, we assume June 1991, Genite and Kunza staffed the detail room, and then **Hillman** was brought in.

41. Hillman's initial assignments to the Detail Room were as relief, not regular assignments. **Hillman** became regularly assigned there sometime in or near the beginning of September, 1991, and was still in that position as of the hearing herein on September 26, 1991.

42. In or about mid-1991, prior to Hillman's regular assignment to the Detail Room, the Detail Room was physically relocated to an area of several offices which are shared by other functions not related directly to detail room responsibilities. Thereafter, the extraduty detailing, which had previously been performed by another officer as a full-time task, was incorporated into the Detail Room because of a determination that the assignment was not a full-time job and time was "available to handle that assignment **also**".(Tr.74)

43. The determination to add the extra-duty detailing to the Detail Room duties was made in a discussion among Genite, Beausanjour, and the Chief.

44. Since September, 1991, most of Hillman's time is spent preparing the extraduty "details" which were not Detail Room responsibilities at the time Hott was assigned there. This takes about four-five hours per day. When **Hillman** is not preparing extraduty "details", he helps with numerous other tasks, including many that have always been within the Detail Room responsibilities.

45. When Sergeant Parks was in command of the Detail Room he had no other areas under his command.

46. Genite, in addition to being in command of the Detail Room, is also second in command of the Patrol Division, in which capacity he is responsible for numerous matters in addition to **Detail** Room matters. These other matters include distribution of overtime, OSHA reports, dealing with complaints from the public regarding patrolmen.

47. Only Kunza is currently performing full-time work which had always been assigned to the Detail Room. The civilian secretary also performs Detail Room work part-time.

48. The management rights clause, Article XIX of the **parties' 1987-1991** contract, provides as follows:

Except where the right of the employer to direct the work force is specifically relinquished, modified, or abridged by the terms of this Agreement or the State of Connecticut Municipal Employees Relations Act, the City shall have and retain the exclusive right to exercise all functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation and the introduction of new equipment, the right to hire, layoff, transfer and promote, to discharge and otherwise discipline employees for just cause, to determine work schedules and assign work.

**(Ex. 9)**

### **CONCLUSIONS OF LAW**

1. A refusal or failure to comply with a grievance settlement constitutes a prohibited practice.
2. The City here committed a prohibited practice when it **failed** to comply with a prior grievance settlement concerning staffing the Detail Room. It breached that agreement when it failed to staff the Detail Room with three bargaining unit employees who were performing on a full-time basis those tasks assigned to the Detail Room at the time of the settlement agreement.
3. Discrimination against an employee due to his protected union activities is a prohibited practice.
4. Here the Union failed to prove by a preponderance of the evidence that the City reassigned Daniel Hott in retaliation for his protected Union activities, and accordingly the City did not commit a prohibited practice by the reassignment.

### **DISCUSSION**

Although the facts of these two cases are intertwined in certain respects, they present distinct matters for our determination, and we will discuss them separately.

#### **Complaint concerning the Grievance Settlement**

The first complaint alleges that the City reneged on the grievance settlement concerning staffing of the Detail Room which was effected in early 1987 and reaffirmed in 1990. The Union asserts that the settlement agreement called for staffing the Detail Room with three full time unit members. At the time the complaint was filed, the complaint dealt with staffing

with only two employees. The Union also claims that since September 1991 the City has refused to comply with that agreement by virtue of reassignments by which two of the three Detail Room employees spend half their time performing work which was never in the Detail Room before.

Section **7-470(a)(6)** of the Act expressly forbids an employer from “refusing to comply **with** a grievance settlement...“. Our prior decisions have made it clear that when a party charges that there has been a refusal to comply with a grievance settlement or arbitration award, we will interpret the settlement or award to ascertain what it requires. Quite simply, we will then determine whether the respondent has complied with those requirements. If it has not complied, we will find a violation of the Act. This is an objective standard, and we will find no defense in the assertion that the respondent’s action is based on a good faith or plausible interpretation of the settlement or award. **Town of Newington**, Decision No. 2957 (1991); **Weston Board of Education**, Decision No. 2678 (1988); **Hartford Board of Education**, Decision No. 2683 (1988).

Here there is no challenge to the existence of a grievance settlement in 1987, a settlement which a) provided that two officers and one supervisor would staff the Detail room, and b) set forth their hours of work. It is clear that the settlement was also expressly **reaffirmed** in January, 1990, when, following protest by the Union, the City rescinded a change it had made in staffing . (The Union then agreed to modify the agreement to permit any three unit members to staff the detail room, rather than restricting the staffing to two officers and one supervisor.) We conclude that the settlement was further **reaffirmed** in the first half of 1991 when a staffing reduction was reversed following a protest. The City does not dispute these facts.

We interpret the 1987 settlement agreement and the later reaffirmations as requiring that three members perform the Detail Room work at issue on a full-time basis. We reach this conclusion based on the whole structure of those agreements, the element of work schedules which they contained, the actual job duties assigned, and the repeated reapplication of the agreement by the City when the Union called it to task for deviating from the agreement.

There clearly was non-compliance with the agreement in the **fall** of 1990, after Hott was reassigned, when only two unit employees regularly staffed the Detail Room. This violated the settlement agreement and thus violated the Act. Also, the evidence demonstrates that of the three unit members currently working in the “Detail Room” at its new location, only one is performing on a full-time basis those tasks formerly recognized as “Detail Room” work. That employee is Officer Kunza. Captain Genite is spending a considerable amount of time on functions related to being second in command of the Patrol Division, functions not previously within, nor logically associated with, the Detail Room. Officer **Hillman** is spending 4-5 hours of his day on extra duty “details”, work not previously falling within the Detail Room, and only the remainder of his time is devoted largely to traditional Detail Room work. We find this current utilization of personnel to violate the essence of the grievance settlement agreement, and thus to violate the Act. The essence of the agreement

was that a practice of using three unit employees on certain work would continue. That practice no longer exists. The facts show that only half of these employees time is spent on that work.

We reject the City's defense that it is permitted to make these assignments of duties by the management rights clause (Article XIX), which provides that it retains the right to "assign work." It claims **that** this gives the City the right to direct operations and expand duties for operational efficiency. To the contrary, we conclude that the City's right to assign work was limited by the settlement agreement, which we interpret to require that three unit employees perform Detail Room work full-time. While management of the Police Department may now have a desire to make more efficient use of personnel, even if that is a worthwhile aim, the Department is still bound by that agreement, whose validity it has repeatedly reaffirmed. We note that the City has never claimed as a defense that the settlement agreement expired, and thus we need not address the issue of duration.

Accordingly, we order the City to alter its assignments to ensure that three bargaining unit members are working full-time on tasks that were considered within the "Detail Room" at the time of the settlement agreement.

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Alternatively, we note that since the City presented no evidence concerning a successor contract or its negotiation, we would assume that the City has never at any successor contract negotiations announced its withdrawal from the settlement agreement nor proposed new contract language representing a change involving the Detail Room staff. Thus, in the absence of such evidence, we find that the settlement continued in effect, in keeping with what we believe is the current practice in labor relations. We now state expressly and perhaps for the first time, the applicable rule for duration of settlement agreements.

Where parties enter into a grievance settlement agreement but do not include a termination date (or the subject matter does not clearly imply one), that agreement is binding at least for the term of the overall collective bargaining agreement, and until a successor contract is reached by agreement (and approved) or in arbitration.

If the agreement concerns a permissive, nonmandatory subject of bargaining, then a party wishing to terminate that agreement must notify the opposing party at the time of negotiations for a successor **contract** that it is withdrawing from the settlement agreement, and it may then refuse to deal with the subject further. Of course, as with any permissive subject of bargaining, a party may have a duty to bargain concerning certain impacts resulting from a termination of the agreement.

If the agreement concerns a mandatory subject of bargaining, then the party seeking to terminate the agreement must introduce the proposed termination as a subject of bargaining in the negotiations for a successor

collective bargaining agreement and bargain until agreement is reached or impasse procedures are instituted. The final contract provision will determine the subject at issue.

If a party fails to raise the settlement agreement in the appropriate fashion, as outlined above, the settlement agreement will continue in effect unless and until the procedures referenced above are followed.

### The Reassignment of Daniel Hott

In the second complaint the Union alleges that Officer Hott was removed from his assignment in the Detail Room in retaliation for his union activities. The City simply defends that the Union has not met its burden of proof, claiming that the Union relied on hearsay, "double hearsay" and presented no corroborating evidence nor witnesses (other than Hott).

Discrimination against an employee for engaging in activities protected by the Act does constitute a violation of Section **7-470(a)1** of the Act, which bars "Interfering, restraining or coercing employees in the exercise of the rights guaranteed in section 7-468." If a party files a complaint alleging such discrimination, the Board's task is to weigh the claims in light of the facts presented. **Beebe School Transportation**, Decision No. 1731. See also **Pine Grove Cemetery Association**, Decision No. 1722 (1979), **Food Crafts, Inc.**, Decision No. 600 (1963). The Union has the burden of proving by a preponderance of the evidence that the complainant was discriminated against in substantial part because he engaged in protected activity. The proof may consist of indirect as well as direct evidence of an improper motive. **Connecticut Yankee Catering Co.Inc.**, Decision No. 1601 (1977).

Our review of the record as a whole convinces us that the evidence presented by the Union falls short of proving a prima facie case that Hott was reassigned from the Detail Room due to his union activities, although we do **find** the circumstances suspicious. The Union's evidence consists of the facts that:

- 1) Hott was suddenly and without explanation removed from the Detail Room assignment which he had held for many years;
- 2) Hott was not used thereafter to fill in for short vacancies in the Detail Room, despite his years of experience;
- 3) In either 1989 or 1990 (conflicting testimony), when Hott called his supervisor's attention to errors in a shift detail, the supervisor told Hott that Hott worked for him, not the Union and "I can put you out just as well as I brought you in."

4) A year after the reassignment Captain Beusanjour informed Hott that Captain Garcia, who was in charge of the Detail Room, reported that Hott was put out of the Detail Room because of his union activity.

The first of these two facts demonstrate only that there is some unusual reason for Hott's reassignment. The City did not present a reason to us or to the Union. However mysterious the case is, we are only concerned with determining if a substantial reason for the reassignment was Hott's protected Union activities. We find the weight of the evidence insufficient to support that alleged motivation.

While we credit Hott's un rebutted testimony concerning Beusanjour's account of Garcia's comment, since neither Garcia nor Beusanjour were called as witnesses, we have absolutely no direct testimony about a) whether Garcia really made the statement, or b) The full content and context of any statement Garcia made. Thus the Union's only "proof" that Garcia made the statement is that Beusanjour claimed Garcia did. This evidence is too weak to establish the City's motivation. Thus the Union fails to prove a prima facie case. i f it did so could we draw an inference **from** the failure of the City to present an evidentiary defense as to the reasons for discharge.

We also note that Hott's union activities were not pronounced, consisting primarily of Executive Board membership (about which we were provided no further data) and his intermittent comments about whether "details" complied with the Union contract. It is hard to believe that such comments by an employee charged by his job description with monitoring contract compliance would, without more, prompt a reassignment. While his supervisor made one threatening comment to Hott about his diligence in adhering to the Union contract, we find it impossible to tie that comment to his transfer, particularly since the evidence as to the year in which it occurred is conflicting. (At one point in testimony Hott says "1989", and in another "prior to July, 1990"; see Finding of Fact No.26.). Thus we may not draw an inference connecting the statement to the transfer as we sometimes do when the close timing of events **warrants** an inference that they are connected.'

In summary, while we find the case troubling, we conclude that the Union has fallen short of proving by a preponderance of the evidence that Hott's protected activities were a substantial reason for his reassignment.

## ORDER

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

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<sup>2</sup> If Sergeant Park was an agent of the City, the threatening comment might constitute restraint and coercion of **employees** in their collective bargaining rights, **and** therefore an independent violation of the Act. However, since the **Union** focuses on the reassignment and has not pursued that theory, we make no **ruling** on that point.

ORDERED, with respect to the COMPLAINT IN CASE.NO. MPP-13,207 that the City of New Haven shall

- I. Cease and desist from
  - a) failing to comply with grievance settlement agreements;
  - b) failing to assign three bargaining unit employees to perform on a full-time basis those tasks which were considered within the "Detail Room" at the time of 1987 Settlement Agreement unless and until the settlement agreement is raised and dealt with according to the applicable procedure which we announce in this decision, or altered by agreement of the parties.
- II. Take the following **affirmative** action which the Board finds will effectuate the policies of the Act:
  - a) Comply with the 1987 grievance settlement agreement as subsequently amended and reaffirmed;
  - b) Alter its assignment of employees to ensure that three bargaining unit members are working full-time on tasks that were considered within the "Detail Room" at the time of the 1987 settlement agreement.
  - c) Post immediately in a conspicuous place where members of the bargaining unit customarily assemble, and leave posted for a period of sixty consecutive days from the date of posting, a copy of this Decision and Order in its entirety; and
  - d) Notify the Connecticut State Board of Labor Relations at its office in the Labor Department, 200 Folly Brook Boulevard, Wethersfield, Connecticut, within thirty days of the receipt of this Decision and Order of the steps taken by the City of New Haven to comply therewith.

IT IS FURTHER ORDERED, with respect to the COMPLAINT IN CASE NO. MPP- 13,285, that the complaint therein is dismissed.

CONNECTICUT STATE BOARD OF LABOR RELATIONS

BY ss/Margaret A. Lareau  
Margaret A. Lareau,  
Chairman

ss/Antonia Moran

Antonia Moran,  
Member

ss/Anthony Sbona

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