

CONNECTICUT DEPARTMENT OF LABOR
BOARD OF MEDIATION AND ARBITRATION

IN THE MATTER OF

CITY OF ANSONIA

Case No. 2022-A-0220

DATE OF AWARD: 08/12/24

And

Hearing via Zoom on

May 10, 2024

FRATERNAL ORDER OF POLICE,
LOCAL 913

John P. Marini, Esq.

Representing the City

Gregory Cerritelli, Esq.

Representing the Union

ISSUE

Did the City violate Article 4, A and Article 5, D, of the collective bargaining agreement by failing to compensate the grievant at the rate of double his regular rate of pay in consideration of then grievant being required to work seven (7) consecutive days. If so what shall the remedy be?

BACKGROUND

Mathew Young, (Grievant), was a full-time police officer in the City of Ansonia who was assigned to work a normal work week beginning Thursday, February 3, 2022, concluding on Sunday, February 6, 2022. The City altered his assignment by requiring him to also attend training Monday, February 7 through Friday, February 11, 2022. The Grievant requested payment at the double time rate for having worked nine (9) consecutive days. The grievance was denied.

Applicable Contract Language

Article 4, Section C.

For the purpose of work schedules, each work week shall begin on Sunday at 2301.

Article 5, Section D.

Double time (2x) will be paid for the 7th workday if the employee is ordered to work.

THE CITY'S POSITION

Based on Article 4, Section C and the past practice of the department, the workweek is clearly defined as beginning "on Sunday at 2301."

The evidence and testimony presented at the hearing support the City's position that double time is only paid "...upon the 7th day an employee is ordered to work within the workweek as defined by Article 4, Section C."

The Grievant's argument is not supported by either contract language or the past practice of the department.

THE UNION'S POSITION

The Union's argument centered on the Grievant having worked nine consecutive days and took the position that "...the City chose to construct its own definition of what a work weeks to suit its own agenda for the purposes of calculating consecutive days worked."

DISCUSSION

The case is about the meaning of language found in the agreement between the City of Ansonia and the Fraternal Order of Police, as well as the past practice of the Department. There is no disagreement that the Grievant worked from Thursday, February 3, 2022, through Friday, February 11 with the first four days his regular work shift and the balance attending required training for a total of nine (9) consecutive workdays. Does the contract require the payment of double time?

Article 4, Section C is unambiguous that the workweek begins Sunday at 2301 hrs. It is then followed by *Article 5, Section D*, which states that "*Double time (2x) will be paid for the 7th workday if the employee is ordered to work.*" It was clear from testimony that the Department has been consistent in standardizing the beginning of its work week as called for in Article 4, Section C and how it followed Article 5, Section D for the payment of double time.

Although the Grievant did work a total of nine (9) consecutive days he did not fulfil the requirement to work a total of seven days commencing with the start of the new work week beginning on Sunday at 2301 hrs. Double time is only paid following the very strict rubric found in Article 5, Section D which has been consistently followed by the Department and accepted, until now, by the Union.

There is no other provision within the contract to pay double time based upon a specified number of days worked outside of Article 5, Section D with its very precise requirements.

A majority of the panel finds for the City. The grievance is denied.

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/s/ Mark E. Sullivan 8/6/24

Mark E. Sullivan (Public Arbitrator and Chairperson)

/s/ Jeffry L. Scanlon Dissenting 8/6/24

Jeffery L. Scanlon (Labor Arbitrator)

/s/ Richard A. Podurgiel 8/6/24

Richard A. Podurgiel (Management Arbitrator)