

STATE OF CONNECTICUT
DEPARTMENT OF LABOR
STATE BOARD OF MEDIATION AND ARBITRATION

ARBITRATION AWARD

In the Matter Of:	:	Case No. 2024-A-0004
	:	
CITY OF NEW HAVEN	:	DATE OF AWARD: July 23, 2024
	:	
And	:	Hearing Dates: October 24, 2023,
	:	April 29 and May 17, 2024
CONNECTICUT ALLIANCE OF CITY POLICE	:	
OFFICERS, LOCAL ELM CITY	:	
	:	38 Wolcott Hill Road
Grievant: Betsy Segui	:	Wethersfield, CT 06109

APPEARANCES: Floyd J. Dugas, Attorney at Law (For the City)
 Jeffrey L Ment, Attorney at Law (For the Grievant)

I.ISSUE: (Agreed to by the Parties)

Was there just cause to discharge Betsy Segui?

If not, what shall the remedy be?

II. BACKGROUND:

The Connecticut Alliance of City Police, Local Elm City (hereinafter referred to as the “Union”) filed a grievance on behalf of its member Betsy Segui (hereinafter referred to as “Sgt. Segui” or the “Grievant”). The Union claimed that the City of New Haven (hereinafter referred to as the “City”) did not have just cause when it terminated Sgt.

Segui. The grievance was filed for arbitration with the Connecticut State Board of Mediation and Arbitration.

Arbitration hearings were held on October 24, 2023, April 29 and May 17, 2024 at which both parties were provided an opportunity to present evidence, provide testimony and cross examine witnesses.

The parties filed Briefs as agreed by June 28, which were received by the Panel. The Panel held an Executive Session on July 10 via ZOOM.

The parties have complied with the grievance and arbitration provisions of the collective bargaining agreement. This grievance is properly before the Connecticut State Board of Mediation and Arbitration.

III. STATEMENT OF FACTS:

The tragic events of June 19, 2022 left Randy Cox (hereinafter referred to as “Mr. Cox”) with horrific injuries. As a result of the injuries which Mr. Cox suffered, the City settled his civil lawsuit for the sum of \$45 million.

Mr. Cox had been arrested for carrying a firearm and being intoxicated, among other things. Mr. Cox was transported to the Detention Center by Officer Oscar Diaz (hereinafter referred to as “officer Diaz”). Mr. Cox was, at most times, noncompliant and almost immediately began kicking the van door and rolling on the floor of the van.

While enroute, a car traveling at a high rate of speed failed to stop at a stop sign. Officer Diaz was forced to jam on his brakes to avoid a collision with that vehicle. When Officer Diaz did so, Mr. Cox was flung off the seat in the transportation van. Almost

immediately, Mr. Cox began yelling and stated that he had been injured. Mr. Cox claimed his neck had been broken, which turned out to be true. Officer Diaz stopped the van and checked on Mr. Cox. Officer Diaz drove to the Detention Center due to its proximity with flashing lights and sirens blaring. Officer Diaz called for an ambulance to meet at the Detention Center.

Sgt. Segui was the commanding officer in charge of the Detention Center on that day. Sgt. Segui had volunteered for an overtime shift. At no time during this incident did Sgt. Segui wear or activate her body worn camera as required.

Once Officer Diaz arrived at the Detention Center, he told Sgt. Segui what had occurred during the transport. Officer Diaz explained that Mr. Cox had stated he had fallen, couldn't move and claimed that his neck was broken. Officer Diaz then said aloud "If he really fell, I would not even move him. I would not even move him until the ambulance gets here, just in case." Sgt. Segui testified that she did not hear Officer Diaz' warning, although she heard everything else that was said in the Detention Center on that evening.

Sgt. Segui and other officers believed Mr. Cox was an "intoxicated person." Sgt. Segui did not heed Officer Diaz' warning not to move Mr. Cox until medical personnel arrived. Sgt. Segui did not believe Mr. Cox was injured, his claims that his neck was broken were false and he was merely intoxicated. She said "you ain't cracked nothing. You just drank too much."

Mr. Cox was dragged out of the van under the supervision of Sgt. Segui and could not stand. Mr. Cox fell to the ground and officers held him upright in a seated position. A

wheelchair was retrieved in which Mr. Cox was placed. Mr. Cox slid out of the wheelchair. Mr. Cox was “pinned” to the back of the wheelchair and transported to the processing area. This was all observed by Sgt. Segui, and she made no attempt to intervene or direct the officers to handle the situation any differently.

Officers removed Mr. Cox from the wheelchair and dragged him into the holding cell under the supervision of Sgt. Segui. The ambulance personnel from American Medical Response (hereinafter referred to as “AMR”) arrived at the Detention Center approximately twenty-five (25) minutes after first called. AMR personnel did not believe Mr. Cox was injured and was merely intoxicated. They directed officers to place Mr. Cox on the AMR stretcher. The officers obeyed the directive of the AMR personnel and, again, Sgt. Segui made no attempt to intervene.

An Internal Affairs Investigation was performed by Rosa Melendez of the New Haven Police Department. The Connecticut State Police conducted a criminal investigation. On November 22, 2022, Sgt. Segui was charged with Reckless Endangerment in the Second Degree and Cruelty to Persons. These charges are still pending.

The Internal Affairs Investigation was put on hold during the State Police Investigation. The Internal Affairs Investigation was restarted once the State Police Investigation concluded. The Internal Affairs Investigation was completed on March 6, 2023. Police Chief Karl Jacobsen recommended termination of Sgt. Segui’s employment. The Board of Police Commissioners voted to terminate Sgt. Segui’s employment effective June 28, 2023.

At the time of her termination of employment, Sgt. Segui had approximately fifteen (15) years of service. Prior to the incident in question, Sgt. Segui had been (1) required to take mandatory retraining regarding the proper reporting of domestic violence incidents, (2) violated Departmental Rules regarding coming into work sick and (3) was counseled for divulging confidential information in violation of Departmental Rules.

Additionally, in October of 2020 Sgt. Segui received a five (5) day suspension for failure to supervise officers under her command in the Detention Center. An arrestee committed suicide during her supervision of the Detention Center. She failed to supervise the officers and to require them to conduct cell tours and tour logs. The officers failed to supervise the arrestee. It was determined that Sgt. Segui demonstrated a lack of leadership.

III. **PERTINENT LANGUAGE FROM THE COLLECTIVE BARGAINING AGREEMENT and GENERAL ORDERS**

ARTICLE 3 – Grievance Procedure

Section 1 Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

Section 2 Definition

A grievance shall be considered to be a dispute between an employee and/or the Union and the City, and/or any of its agents, servants, employees, officials, boards or commissions concerning the interpretation and application of any of the provisions of this Agreement, including the discharge, suspension, demotion or other discipline of an employee.

Probationary employees shall not have recourse to the Grievance Procedure arbitration provision under Article 3.

Section 3 Procedure

Any employee may use this grievance procedure with or without Union assistance. In the event that an employee is aggrieved, he or she shall, prior to initiating a grievance at STEP ONE, discuss the subject of his or her aggrievement with the head of his or her division and a Union representative within fifteen (15) days after the event giving rise to the grievance, or within fifteen (15) days of when the employee would reasonably have had knowledge of the occurrence giving rise to the grievance. No such discussion shall be conducted in the absence of a Union representative. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Step One: If the Union and/or any employee claims to be aggrieved by the action or inaction of the City and/or of its agents, servants, employees, officials, boards or commissions, either must submit the grievance in writing to the Chief of Police or his or her designee within fifteen (15) days after when the Union and/or employee would reasonably have had knowledge of the occurrence giving rise to the grievance, or within fifteen (15) days after the discussion with the Division Head, referred to above, whichever is later. The Chief or his or her designee shall set up a meeting between the parties within ten (10) days and shall answer the grievance, in writing, within ten (10) days after receipt of said grievance, setting forth his or her decision.

Step Two: If the employee and/or the Union are not satisfied with the decision at Step One of the grievance procedure, either must submit the grievance to the Director of Labor Relations or his or her designee within

ten (10) days after receipt of the decision rendered by the Chief of Police or his designee. The Director of Labor Relations, or his or her designee, shall render his or her decision in writing within ten (10) days after he or she has met and discussed the grievance with the Union. The grievance hearing at Step Two must be held within thirty (30) days of receipt of the grievance by the Director of Labor Relations.

Step Three: If the decision of the Director of Labor Relations is not satisfactory to the Union or the employee, the Union may submit the matter to the Connecticut Board of Mediation and Arbitration or the American Arbitration Association with a copy the City may, up to a limit of five (5) cases per calendar year, remove any case filed to the Connecticut State Board of Mediation and Arbitration to the American Arbitration Association. The decision of the Arbitrator(s) shall be final and binding with respect to the employee, the Union, the City, its agents, servants, employees, officials, and its boards and commissions.

Section 4

The Union and the City, on behalf of themselves and their agents, servants, employees, officials, boards and commissions, hereby empower and confer upon the Connecticut Board of Mediation and Arbitration and the American Arbitration Association Arbitrator the following powers and authority:

(a) To interpret and apply the provisions of this Agreement.

(b) In grievances involving the discharge or other discipline of an employee, to conduct a de novo hearing, in accordance with the rules of said Board or Association for the purpose of determining whether said discharge or discipline was for just cause, as required by Article 4 hereof, and, in connection therewith, to uphold, rescind, reverse or modify the discharge or discipline of any employee by the City or any of its agents, servants, employees, boards or commissions. Grievances concerning the discharge or other discipline of an employee are hereby acknowledged to be disputes concerning the interpretation and application of the provisions of this Agreement, including but not limited to Article 4 hereof, and to that end the parties agree that in such matters, said Arbitrator(s) is specifically empowered to receive evidence of alleged misconduct by the employee involved, as well as any defense, denial, or other evidence controverting or concerning such allegation, or relating thereto, or in mitigation thereof for the purpose of interpreting and applying the provisions of this Agreement, including but not limited to, the provisions of Article 4 hereof.

(c) To award the grievant and/or the Union a remedy if it sustains the grievance.

(d) The Arbitrator(s) jurisdiction to make an award shall be limited by the submission and confined to the interpretation and/or

application of the provisions of this Agreement. The Arbitrator(s) shall not have the jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the provisions of this Agreement in effect at the time of the occurrence of the grievance being arbitrated, nor shall the Arbitrator(s) have jurisdiction to determine that the parties have amended or supplemented this Agreement, unless such amendment and/or supplemental agreement has, in fact, been made.

(e) In addition to the above, by mutual agreement, the parties may elect to use the expedited arbitration procedures, in accordance with the rules and regulations of the Connecticut Board of Mediation and Arbitration, for any grievances involving disciplinary actions of less than a five (5) day suspension without pay and/or any grievances concerning the interpretation and application of routine contractual issues and provisions.

Section 5

If any of the decisions to be rendered by the City or its agents in Steps 1-3 above are not rendered within the time limitations specified herein, said grievance shall pass to the next step.

Section 6

Time extensions beyond those stipulated in this grievance procedure may be arrived at by the written mutual agreement of the parties concerned.

Section 7

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure.

Section 8

If a grievance is not submitted and/or appealed within the prescribed time limits herein above, said grievance shall be deemed settled.

ARTICLE 4 - Discharge And Discipline

Section 1

No permanent employee shall be discharged, suspended, demoted or disciplined in any other manner except for just cause.

Section 2

A grievance concerning the discharge or other discipline of an employee shall be deemed to be a dispute over the interpretation and application of this Article and the Arbitrator(s) is specifically authorized to determine whether the facts of such a case constitute just cause.

Section 3

The Chief shall have the power to suspend, without pay, any employee, provided, however, that no such suspension shall be continued

for a period of more than fifteen (15) days without affirmative action of the Board of Police Commissioners, which action shall not be taken until after a hearing upon charges preferred in writing.

Section 4

Discipline other than that described in Section 3 shall be awarded only by the Board of Police Commissioners after notice to the employee, a hearing and finding of just cause. At all such hearings, all witnesses shall be sworn and the employee shall have the right to representation of his or her choice, provided that the employee shall be solely responsible for the cost of such representation, unless the services of the Union attorney are utilized. Such hearings shall be closed to the public, including the press, unless the employee requests a public hearing. The employee and the Union shall be notified in writing of the decision rendered by said Arbitrator(s).

Employees (exclusive of the Sgt. charged) who are required to attend such hearings as witnesses when off duty shall be compensated for such appearance by receiving straight time pay for all hours while in attendance at the hearing.

Section 5

Whenever an Internal Affairs Investigation and/or a Civilian Complaint is made against a member or group of members of the Department relating to his or her or their conduct as an Sgt., or the manner in which such Sgt. discharges his or her duties and such complaint results in a hearing or inquiry, said member shall be entitled to be represented by the Union attorney, a Union representative or an attorney of his or her own choosing at his or her own expense.

Section 6

Any grievance brought in connection with the actions of the Chief and/or Board of Police Commissioners concerning the disciplining of a Police Sgt. shall be immediately instituted in writing within fifteen (15) days with the Director of Labor Relations at Step Two of Article 3, Grievance Procedure.

Section 7

(A) All verbal and written warnings and reprimands shall be removed from the employee's personnel file, in accordance with existing State law, after a period of one (1) year if there has been no similar reoccurrences of the infraction and the employee has a good work record. (There shall be no right to grieve verbal warnings, written warnings or reprimands unless they are used as the basis for further discipline.)

(B) All other disciplinary actions (i.e., suspensions) shall be removed from the employee's personnel file, in accordance with existing State law, after a period of three (3) years if there has been no reoccurrences of the infraction and the employee has a good work record.

(C) After the removal of an employee's disciplinary record, as prescribed above, the Union agrees to withdraw such discipline from any grievance and/or arbitration proceedings.

(D) Whenever any disciplinary and/or adverse information is placed in an employee's personnel file, said employee shall be immediately informed of such.

ARTICLE 18 - Management Rights

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 Employee 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.

GENERAL ORDER 1.03, RULES OF CONDUCT

1.03.05 PRINCIPLE ONE – LAW ABIDING

Police officers shall conduct themselves, whether on duty or when applicable, in accordance with the Constitution of the United States, the Constitution of the State of Connecticut, and all applicable laws, ordinances and rules enacted or established by legal authority.

RATIONALE

Police officers conduct their duties pursuant to a grant of limited authority from the community. Therefore, officers may only act in accordance with the powers granted to them.

RULES

1.4 Police officers whether on or off duty, shall not knowingly commit any criminal offense under any laws of the United States or any state or local jurisdiction in which the officer is present, except where permitted in the performance of duty under proper authority.

1.03.06 PRINCIPLE TWO – INTEGRITY

Police officers shall refrain from any conduct in an official capacity that detracts from the public's faith in the integrity of the criminal justice system.

RATIONALE

Community cooperation with the police is a product of its trust that officers will act honestly and with impartiality. The police officers, as the public's initial contact with the criminal justice system, must act in a manner that instills such trust.

RULES

2.1 Police officers shall carry out their duties with integrity, fairness, and impartiality.

2.3 Police officers shall truthfully completely and impartially report, testify, and present evidence, including exculpatory evidence in all matters of an official nature.

2.5 Police officers learning of conduct or observing conduct which is in violation of any law or policy of this Department shall take necessary action and report the incident to the officer's immediate supervisor, who shall forward the information to the Chief of Police or designee. If the misconduct is committed by the officer's immediate supervisor, the officer shall report the incident to the next higher level or supervision.

1.03.08 PRINCIPLE FOUR – TRUSTWORTHY

Police officers shall not whether on or off duty, exhibit any conduct which discredits themselves, or the Department, or otherwise impairs their ability, or that of other officers, or the Department to provide law enforcement services to the community.

RATIONALE

A police officer's ability to perform his/her duties is dependent upon the respect and confidence communities have for the officer and law enforcement officers in general. Police officers must conduct themselves (in) a manner consistent with integrity and trustworthiness expected (of) them by the public.

1.03.09 PRINCIPLE FIVE – COURTESY AND RESPECT

Police Officers shall treat all members of the public with courtesy and respect.

RATIONALE

Police officers are the most visible form of the community they represent. Therefore, police officers must act in a courteous and professional manner when interacting with the public and each other.

RULES

5.1 Police officers shall exercise reasonable courtesy in their dealings with the public, fellow officers, superiors and subordinates, and non-sworn members of the Department.

1.03.13 SECTION TWO – RULES OF CONDUCT

Police officers shall not commit any act or action constituting “Conduct Unbecoming an officer.” Conduct unbecoming a police officer shall include conduct which indicates that the officer is unable or unfit to continue as a member of the Department or tends to impair the operation of the Department or its other members. Although it is by no means an exhaustive list, violations of the following rules of conduct shall be considered conduct unbecoming a police officer.

RULES OF CONDUCT

16. No employee of the Department shall commit any act contrary to good order and discipline or constituting neglect of duty.

GENERAL ORDER 7.10 BODY-WORN CAMERAS

7.10.5 PROCEDURES

USE AND ACTIVATION OF AN ISSUED OR APPROVED BODY-WORN CAMERA

- Police officers issued or assigned a body-worn camera shall wear such camera on his/her outmost garment and shall position it above the midline of his/her torso when in use.
- Police officers issued or assigned a body-worn camera shall activate the camera at the inception of the interaction with the public in a law enforcement capacity. Officers are not required to notify the public when the camera is in use. However, if asked, the Officer will inform the person that they are being recorded.
- For the purposes of this policy, “interacting with the public in a law enforcement capacity,” means that a police officer is in personal contact with one or more members of the public, the purpose of which is to conduct a self-initiated investigation into, or to respond to a third-party complaint involving, the possible commission of any offense, violation or infraction.
- In addition, police officers shall record the following:
 - Transportation and processing of prisoners

GENERAL ORDER 5.03 DETENTION

SUPERVISORS

The Detention Supervisor is responsible for the daily operations of the Detention facility and supervision of prisoners on his/her shift. The Supervisor's duties include, but are not limited to:

- Monitoring the Officers to ensure that they perform their duties in compliance with this order.

GENERAL ORDER 3.06 POLICE SGT.

SPECIFIC DUTIES AND RESPONSIBILITIES

- Inasmuch as the efficiency of the patrol force depends largely upon the manner in which the Sgt's perform their duties and enforce discipline, they shall be held jointly responsible with their commanding officers for the proper conduct and appearance of subordinates; and will be deemed guilty of neglect of duty and efficiency when those under his command or supervision are habitually lax and indifferent in the performance of their duties.

GENERAL ORDER 5.01 ARREST PROCEDURE

5.01.04 PROCEDURES

POST-ARREST PROTECTION

- Officers shall be aware that, following an arrest, they are legally responsible for the safety of the arrestee, any victims present, and all bystanders. Therefore, officers shall take all steps reasonably necessary to protect:
 - The arrestee from self-injury or injury by others.

GENERAL ORDER 1.01. DEPARTMENT MISSION AND VALUES

1.01.04 VALUES

Values are ethical statements of principle which bind us together as an organization. Values form the ethical basis for our decision making. As outlined in our mission statement, we subscribe to these values.

Honor: We will act with the utmost integrity and be both honest and truthful. We will perform our duties within the confines of the law and treat all those we encounter with Fairness, dignity and respect. We are proud of our badge and will hold ourselves to the highest standards of professional conduct.

Excellence: We will provide the highest level of service possible, exceed the community's expectations in every interaction and serve as a model Department. We are passionate about our work and seek to continually improve our police services. We will adopt an innovative mindset that encourages creative, flexible and forward-thinking ideas to pursue the best solutions to all problems.

Accountability: We will work with and for the community we serve. Our relationship with the community is based on trust. We will maintain this trust with a commitment to uphold our values and not abuse our police power or authority. We will communicate with the public to explain what we do, why we do it and the results of our actions. We will use technology to disseminate information and facilitate dialogue.

Respect: We value the inherent worth and dignity of all individuals and will act with empathy and compassion regardless of the situation. We embrace diversity and will familiarize ourselves with the cultures, customs and beliefs represented throughout our communities to enhance our ability to communicate with, listen to, and relate to all individuals.

V. DISCUSSION

Sgt. Segui was charged with violating the General Orders listed in the previous section. The violations were based upon the following which were delineated in the Internal Affairs Investigation. (City Ex. 1 – p. 49)

- She was arrested by the CSP for CGS §53-20(a)(2), Cruelty to Persons; and CGS §53a-64, Reckless Endangerment in the 2nd degree
- She failed to monitor the Officers' actions in Detention
- While Cox was in Detention, Sgt Segui's daughter came into the Detention facility, including intake and the supervisor's office. Her daughter remained there for approximately 25 minutes as she casually walked in and out of the restricted area in Detention
- She disregarded Cox's claims of injuries instead criticized him for not being able to sit up and ridiculed him for being intoxicated
- She showed a lack of compassion and remorse for Cox while he plead for help
- She failed to intervene while Cox was being dragged and recklessly handled by the officers in Detention
- She did not have her BWC on her person therefore she did not capture any recordings of her interaction with Cox
- She was untruthful and inconsistent in her compelled interviews as there were discrepancies between her first and second compelled statement to Internal Affairs
- Her actions place the New Haven Police Department in an unfavorable light as it was highly publicized in the media and the news.

GENERAL ORDER 1.03.05 – LAW ABIDING.

Sgt. Segui was charged with violating this General Order. The Rule provides that a police officer shall not “knowingly commit any criminal offense” of any law. Sgt. Segui was arrested for violating CGS §53-20(a)(2) which provides:

(2) Any person who, with criminal negligence, deprives another person of necessary food, clothing, shelter or proper physical care shall be fined not more than five hundred dollars or imprisoned not more than one year, or both.

And CGS §53a-64 which provides:

a) A person is guilty of reckless endangerment in the second degree when he recklessly engages in conduct which creates a risk of physical injury to another person.

(b) Reckless endangerment in the second degree is a class B misdemeanor.

As the case against Sgt. Segui has not been concluded and she has plead “not guilty”, it is arguably premature to find a violation of this Rule. Additionally, the mere fact that Sgt. Segui was arrested for violating the charged statutes, does not indicate that there was a finding of guilt. Regarding CGS §53-20(a)(2), she did deprive Mr. Cox with “proper physical care”, however, whether that was with criminal negligence is something for the courts to determine.

1.03.09 PRINCIPLE FIVE – COURTESY AND RESPECT

Sgt. Segui did not treat Mr. Cox in a courteous and respectful manner. Mr. Cox complained of his injuries, and she presumed he was drunk. The Union pointed out, a trip to the Hospital with a feigned illness may be a typical reaction of prisoners as that is a better outcome than a jail cell. While the Panel accepts that this is likely true, Sgt. Segui allowed staff to extricate Mr. Cox from the van and place him in a wheelchair without regard to Officer Diaz’ warning that Mr. Cox should not be moved if he was injured. She mocked Mr. Cox and was disrespectful.

1.03.13 SECTION TWO – RULES OF CONDUCT

Sgt. Segui did not supervise staff properly which constituted a neglect of duty.

GENERAL ORDER 7.10 BODY-WORN CAMERAS

Sgt. Segui admitted that she did not wear and/or activate her body worn camera during the entire incident. The Union claims that this was the only rule or order she violated. The Union also pointed out that Chief Jacobsen testified that the failure to wear or and/or activate her body worn camera would not have led to her dismissal in and of itself. While this is true, it is not the only Rule or Order that a majority of the Panel finds that she violated.

GENERAL ORDER 5.03 DETENTION and GENERAL ORDER 3.06 POLICE SGT.

Sgt. Segui was responsible to ensure that staff members performed their duties in compliance with the requirements of this Order. Instead, she observed and actually encouraged their treatment of Mr. Cox.

GENERAL ORDER 5.01 ARREST PROCEDURE

5.01.04 PROCEDURES

POST-ARREST PROTECTION – It is likely that the majority, if not all of the injuries sustained by Mr. Cox were as a result of him being unrestrained in the transport vehicle (as no restraints were present or available). It is unknown and likely unknowable, if his condition was made even more dire by his treatment in the Detention Center. As Chief Jacobsen testified, the treatment of Mr. Cox in the Detention Center could not have helped his condition. Sgt. Segui did not take “all steps reasonably necessary to protect” Mr. Cox from “injury by others. This included the actions of the officers under her command and the directions given by AMR personnel to the officers.

Sgt. Segui was also charged with violating several other General Orders listed in the prior section of this Award. Certainly, the incident involving Mr. Cox and his resultant injuries, together with his treatment by officers in the Detention Center “placed the New Haven Police Department in an unfavorable light as it was highly publicized in the media and the news.”

The City in its Brief also references the Police Accountability Act. This Panel is charged with determining whether there was just cause to terminate the Grievant. This is the Issue the parties agreed is appropriate for the Panel to determine. Section 1 of Article 4 of the collective bargaining agreement between the parties provides the “No permanent employee shall be discharged . . . , except for just cause.” This is a contractually guaranteed right which the parties bargained for and to which they agreed. The arbitrators on this Panel get their authority from the collective bargaining agreement.

The City provided the Panel with a plethora of arbitration decisions and cases with its Brief. While the Panel reviewed this material, it applied the just cause standard outlined in the CBA. While it is true that the CBA does not contain a definition of just cause., it is not unusual.

“Just cause is typically defined as: ‘A reason that is legally acceptable or sufficient’ and whether the employer was guided by reasonableness and fairness. In its simplest form, there must be satisfactory proof that the employee engaged in the act upon which the discipline is based. “Just cause” is one which is not for any arbitrary, capricious, or illegal reasons and which is one based on facts. For example, if the proof is insufficient

that the employee committed a violation, discipline cannot stand. If the evidence is sufficient to demonstrate that the employee is 'guilty' of the conduct alleged, then the next question, generally speaking, relates to whether the penalty is for just cause." The Connecticut Supreme Court held that in order for the just cause standard to have been met, the employer must have a reasonable ground for discipline which is also fair.

Almost more troubling than Sgt. Segui's conduct on June 19, 2022, was her testimony at the hearing. She testified clearly and confidently that she did not do anything wrong on that day and that she would do it again if confronted with a similar situation. In the opinion of a majority of the Panel members, Sgt. Segui's statements make a return to work impossible to authorize.

The Panel has applied the just cause standard to this grievance and makes the finding outlined in the following section.

VI. AWARD

For the articulated reasons, a majority of the Panel finds that the City had just cause to terminate Sgt. Segui. The Labor Arbitrator finds that the City did not have just cause to terminate Sgt. Segui. The Labor Arbitrator's decision is based in part due to his opinion that the City and the Police Department were negligent in not requiring restraints in the transport vehicle which was, in his opinion, the sole cause of Mr. Cox's injuries. Additionally, the Labor Arbitrator finds that no evidence was presented that Sgt. Segui's actions exacerbated the injuries sustained by Mr. Cox.

BY THE ARBITRATION PANEL:

/s/ *Linda J. Yelmini* 7/15/2024
Linda J. Yelmini (Public Arbitrator & Chairperson)

/s/ *Richard A. Podurciel* 7/15/2024
Richard A. Podurciel (Management Arbitrator)

/s/ *Donald Sevas* 7/15/2024
Donald Sevas (Labor Arbitrator)
DISSENTING