

**State of Connecticut
State Board of Mediation and Arbitration**

In the Matter of	:	Case No. 2022-A-0256
	:	
Town of New Canaan	:	
	:	Date of Award: June 12, 2023
	:	
-and-	:	
	:	Hearing Dates: December 14, 2022 and
	:	March 15, 2023
	:	
New Canaan Police FOP Local 004	:	
	:	
	:	Location of Hearing: Virtual
	:	

AWARD

PANEL MEMBERS:

Dennis C. Murphy, Esq., Chair and Public Member
Santo Franzo, Labor Member
Michael C. Culhane, Management Member

Attorney Rachel M. Baird, representing the Union
Christopher M. Hodgson, Esq., representing the Employer

Procedural History and Issue

This is a dispute between the Town of New Canaan (Town) and the New Canaan Police Union FOP Local 004 (Union) concerning the payment of reimbursement of educational pay to Roberto Lopez and Christopher Dewey (Grievants).

After due notice, a hearing was held virtually on March 15, 2023, wherein the parties presented evidence and witnesses and an opportunity to cross examine same. After the close of the hearing the parties filed briefs and reply briefs.

The parties jointly presented the following as the issue for determination:

“Did the Town violate Article 25, Section 3 of the cba when it declined to reimburse the Grievants for attending a defensive tactics class? If so, what shall the remedy be?”

Relevant Collective Bargaining Provisions

ARTICLE 25 EDUCATIONAL PAY

Section 3. The town agrees to reimburse all current and future employees for higher education courses. Prior to reimbursement, interested employees must receive approval from the police Commission for any educational courses. Maximum reimbursement for tuition fees shall not exceed Two Thousand Five Hundred Dollars (\$2500) including any educational stipend paid, except for stipends paid under Section 4 and/or Section 5, for any employee during the fiscal year. Effective July 1 2007, maximum reimbursement for tuition fees shall not exceed Four Thousand Dollars (\$4000) except for stipends paid under Section 4 and/or Section 5, for any employee during the fiscal year. Employees must also successfully complete the approved courses to receive reimbursement. Successfully completed shall mean a final grade of C or above or successfully passing any courses or certifications that do not offer a letter grade upon completion.

Findings of Fact

1. Grievant Dewey submitted a training request form to attend Gracey Survival Tactics, From April 11, 2022 through April 15, 2022, dated August 11/20/21. This request was rejected. By the training officer, the staff captain., the operations captain and the chief of police. (Town Exhibit 3).

2. Grievant Lopez did not ask anyone permission to take the training course, but decided to take the class for his own personal development. (Test. Lopez). Who?

3. Both grievants took the class on their own time and paid for it themselves. Grievant Dewey sent a memo to Chief DiFederico (Chief) after taking the course asking for reimbursement. The Chief forwarded this to the Police Commission as a request for "higher education" reimbursement. The Police Commission rejected the request for payment on May 18, 2022. (Town Ex. 6).

4. Survival tactics training is considered by the Chief, and it is hereby found to be, "training", and not higher education, as defined in Article 25, Section 3. (Test. of Chief).

5. The Department had assigned two other officers to the Gracie Survival Tactics course to become trainers on the matter in the Department. The Department has a limited training budget which is managed by training officers up the line of command to the Chief. The Police Commission does not determine who in the department is selected for training such as the survival tactics found here. (Test. of Chief).

Arguments of the Union

The Union argues that the Grievants should be reimbursed for the training course pursuant to Article 25, Section 3 because they fulfilled all the requirements thereof. The Survival Tactics course offered to them a certificate which they successfully completed and secured. A single course, the Union argues, should be reimbursed under Section 3. It does not require a degree or other indicia of completion usually associated with higher education.

Therefore, the Town violated the agreement and the grievants should be reimbursed.

Arguments of the Employer

The Town argues that Article 25, Section 3 clearly refers and relates to higher education courses, and, that it has always been treated that way. Although it was noble of the Grievants to take the course to advance their skills, they do not deserve reimbursement. The training they took was not "higher education". And, although it may have led to a "certificate" of sorts, that is not applicable to the use of that term in Section 3.

The Town argues the training budget must be managed, and the Grievants took the course without prior approval and therefore not deserving of reimbursement.

Discussion

The Union has the burden to prove by a preponderance of the evidence that the Town violated the collective bargaining agreement. It has failed to do so.

Article 25, Section 3 is clear that an officer must obtain preapproval for reimbursement for higher educational purposes. Both Grievants failed to do so. One did not even try.

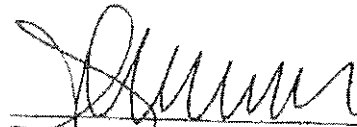
The Departments' denial of preapproval of Dewey's request for the training clearly affords no reasonable expectation that he would be reimbursed. The Chief credibly testified that this sort of train-the-trainer course has always been managed within the Department. Operationally it certainly makes sense that a Police Commission would not determine which type of training, at what level, for whom and by whom occurs.

Clearly survival tactics is not "higher education". The use of the term "certificate" in Section 3 may apply to some higher educational components, as approved by the Police Commission. But it certainly doesn't apply here.

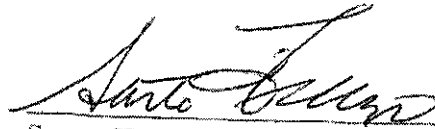
AWARD

The Town did not violate Article 25, Section 3 of the cba when it declined to reimburse the Grievants for attending a defensive tactics class.

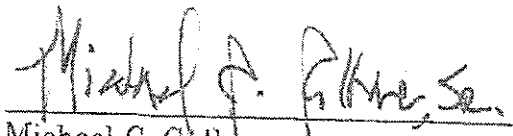
By the Panel



Dennis C. Murphy, Esq.
Chair and Public Member



Santo Franzo
Labor Member



Michael C. Culhane
Management Member