

**American Arbitration Association**

**Case #:01-22-0005209**

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**In the Matter of the Arbitration Between**

**Bridgeport Police Union, Local 1159, Council 4  
AFSCME, AFL-CIO**

**and**

**City of Bridgeport**

**Arbitrator Michael R. Ricci  
Expedited Decision & Award  
May 18, 2022**

**Re: Llanos Administrative Status**

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**APPEARANCES**

For the Union:

Kelly Rommel, Esq.

Staff Attorney

AFSCME, Council 4, AFL-CIO

For the City:

Robert Murray, Esq.

Staff Attorney, Office of Labor Relations

City of Bridgeport

### **Procedural History**

Pursuant to the Collective Bargaining Agreement (CBA) between Local 1159, AFSCME, Council 4 (Union) and the city of Bridgeport (City), the parties have filed with the American Arbitration Association (AAA) for an *expedited* arbitration. Through AAA, the parties have mutually agreed to designate Arbitrator Michael R. Ricci to determine certain issues arising from the CBA. The parties presented evidence and arguments on May 10, 2022. The Hearing was held electronically on the Zoom platform per the agreement of the parties. There was no stenographic record of the proceedings. The record was closed at the commencement of the hearing.

### **Joint Submission**

*Did the City Violate Article 11, Section 10 of the Collective Bargaining Agreement by placing Detective Angel Lianos on administrative status on January 30, 2022 and by continuing said status? If yes, what shall be the remedy?*

### **Discussion**

The Union argues that the Grievant was inappropriately placed on administrative Leave. The assignment of the 33-year veteran, with no disciplinary history, to administrative leave resulted in substantial (documented) financial losses for the Grievant. They point out that the record does not support the City's claim that the Grievant did not file a report on a timely basis and/or make an appropriate effort to contact the deceased' next of kin. Moreover, the Grievant's testimony shows that he had followed the Department's policy on Death Notification (General Order Number Order 61.6. [Jtex 8]). The Union notes that the Policy has no prescribed time restrictions on filing a Case/Incident Report, and therefore the City's assertion of not filing a report in a timely manner is unavailing. Moreover, the Grievant credibly states that his actions on both the Death Notification and filing a case report were no different than the other 100 plus DOAs he had been called to throughout his career.

At the scene the Grievant performed his primary task by first ascertaining that there was no sign of foul play, then he and the Patrol Officer on the scene tried to contact the next of kin: to no avail. The Grievant then informed his supervisor that he was unable to perform a Death Notification. The Department's policy on OT precluded him from trying to notify the next of kin beyond his regular shift. Two days after the incident the DOA's sister was looking for her and she was notified then. The Grievant noted that under similar circumstances (the incident happening away from a DOA's home), it could take weeks to months to notify the family. In sum, the City is not able to show and prove that the Grievant failed to follow policy or practice concerning the woman's untimely passing and the notification of her family.

Finally, the Union argues that the fact the administrative leave was imposed six weeks after the incidents shows that the Department did not see a need or justification to act; the decision was made based on non-departmental reasoning and therefore, their action was not based on department policy.

The City argues that the Chief, or her designee the Deputy Chief, has the ability and the right to exercise the language in Article 11.10 to place the Grievant on administrative leave. Their action of placing the Grievant on administrative leave was based on the "bungling" of the Death Notification concerning the December 12<sup>th</sup> incident. Regarding the Grievant's actions related to the incident, the Chief referred the issues to the Office of Internal Affairs for review and initiated the discipline process with the Detective Bureau's command staff. According to the Deputy Chief, the issues were the Grievant "not submitting a report on a timely basis and all efforts were not exhausted to locate the family members." (Deputy Chief's testimony). Finally, the City reasons that the Grievant's action and or lack of action regarding the DOA justifies placing the Grievant on administrative leave.

The intent of Section 11.10 is to allow the administration the ability to run the department safely and effectively while provided safeguards that the administration uses the language fairly and not punitively. The issue before the Arbitrator is the administrative leave of the Grievant vis-à-vis a violation of Section 11.10. The language in Section 11.10 is clear that the Chief has the right to assign administrative leave, however "*where the Chief certifies in writing,*

*stating the basis for such certification, that a condition exists which might compromise, limit, or prohibit the employee from effectively performing his or her duties or expose the City to liability.”* The Arbitrator is not convinced that the Chief (or Deputy Chief) certified that a condition exists to justify the Grievant’s assignment to administrative leave. The Union provided a persuasive argument that the Grievant’s actions (or inaction) related to the December 12<sup>th</sup> were no different than his actions with other similar cases. Since, there is no record of the Grievant being disciplined for his past actions regarding DOAs, it must be assumed that his past actions were acceptable. More importantly, there was no evidence that he violated the Death Notification Policy. One of the stated issues from the City was a report not filed timely; there was no documentation that the Policy had a time limit to file a report. **The Arbitrator finds that the assignment of the Grievant to administrative leave violated Section 11.10.**

### **Conclusion**

The Arbitrator has considered all the evidence and arguments made by the parties. The Arbitrator, however, may not have repeated every item of documentary evidence or testimony: nor re-stated each argument of the parties.

### **Award**

Having heard the evidence and the arguments of the parties, the Arbitrator awards as follows:

**The Grievance is sustained.**

## Remedy

### Remedy Notes

The City argues that if there is a remedy: the evidence conveys that the Grievant historically worked *outside* overtime and the limited opportunities for outside overtime should be a factor in calculating a remedy.

The Grievant testified that on average, he lost eight hours overtime for every week he was denied the opportunity to work overtime. The Union also noted that the Grievant's historical overtime hours were artificially low due to a stricter allotment of overtime hours which no longer exists; in other words, due to a change in policy there is more available overtime and thus the more opportunities he missed because of the administrative leave.

Utilizing the documentation provided and the Grievant's testimony, the Arbitrator has done an analysis on what OT opportunities the Grievant would have reasonably had from the time of being placed on administrative leave. There were 33 comparables provided and through the testimony it has been ascertained that ten of the comparables were similar to the Grievant being in General Investigation. Using those ten most-like comparables, the average numbers show that the Grievant's request of eight hours per week is conservative and reasonable. The number is reasonable even when the missed opportunities are calculated using predominately *outside* OT, per the City's request.

The Grievant lost opportunities to work overtime and thus, he should be provided those opportunities while causing no harm to the rest of the bargaining unit; to achieve this, the Grievant will be provided OT opportunities separate and distinct from the normal OT rotation. To be clear, the OT opportunities should ***not impact*** the rest of the bargaining unit's opportunities for over time.

**The Grievant will be removed from administrative leave as soon as possible.**

**The Grievant will be offered 128 hours of OT opportunities to make the Grievant whole for the past 16 weeks (January 30-May 21). Furthermore, he will be offered eight hours of OT opportunities for every full week until he is moved**

**from administrative leave. As stated above, the OT opportunities will be separate and distinct from the regular OT rotation (per the above paragraph)**

Lastly, per the contract, the Arbitrator will retain jurisdiction concerning the remedy.

May 18, 2022

*Michael Ricci*

Arbitrator Michael R. Ricci

I, Michael R. Ricci, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed the foregoing instrument, which is my Award.

May 18, 2022

*Michael Ricci*

Arbitrator Michael R. Ricci

### **Certification**

This is to certify that May 18, 2022 a copy of the above Award was sent electronically to:

**For the City:**

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City of Bridgeport  
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**For AAA:**

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