

PERSONNEL AND PENSIONS APPEALS BOARD

REGULAR MEETING

November 6, 2024  
Room 315, Wallingford Town Hall  
Time 6:30 pm

MINUTES

Present: Jonathan Chappell, Acting Chair; James Ibsen; Kenny Michaels, Parks & Rec. Dept.; Scott Shipman, Engineering Dept.; Kurt V. Treiber, Jr., Risk Mgmt; and James Hutt, Jr., HR.

Acting Chair Chappell called the meeting to order at 6:30 pm and called the roll. The Pledge of Allegiance was recited. Acting Chair Chappell declared a quorum.

APPROVAL OF MINUTES

Acting Chair Chappell: MOTION to approve the November 8, 2023, Regular Meeting minutes.

Mr. Treiber: Second

Vote: Unanimous to approve.

OLD BUSINESS

Acting Chair Chappell noted there is no Old Business.

NEW BUSINESS

1. Establish the 2025 Meeting Schedule

Mr. Michaels: MOTION to approve the Regular Meeting Schedule for calendar year 2023 as shown.

Mr. Trieber: Second

Vote: Unanimous to approve.

2. Consideration and Possible Action on a Pension Appeal by Michael Perrelli

For the Complainant: Atty. Eric Brown, of Eric Brown Law Firm, representing Wallingford Electrical, Production and Clerical Union, Michael Perrelli, employee, and Anthony DelGreco.

For the Town: Atty. Chris Hodgson from Berchem Moses, representing the Town, James Hutt, Town of Wallingford Human Resources Director, and Ric Livingston, Assistant Human Resources Director.

Atty. Hodgson distributed the list of exhibits entered. Atty. Brown confirmed having copies. Atty. Brown noted one document to be added, the Wage Scale for the Teamsters Union effective July 1, 2023, page 26 of the document is marked. It is the Maintainer 4 wage scale for that period. It will be Union Exhibit 1.

Opening Statements

Atty. Brown presented that Michael Perrelli was previously employed in Public Works as a Maintainer 4. In September 2020 he transferred to the Electric Division to a Stock Person position. The Pension

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AT 11:50 AM AND RECEIVED BY  
Kurt V. Treiber, Jr. TOWN CLERK

agreement for the Electric Division says if you get promoted and were in a Defined Benefit Plan in the previous job, you will transfer over to the Defined Benefit plan. If you are not promoted will go to the Cash Balance Plan. So your Public Works pension freezes and you start in a new Cash Balance Plan. This is from Appendix A and Appendix B. The question for the Board is was Mr. Perrelli promoted? At the time of the transfer, in September of 2020, both contracts were in negotiation. Mr. Perrelli was told that once the contracts are determined and the new wage scales are available, the Town can determine if it was a promotion or not and whether the movement into the new position is at a higher rate of pay. Through no one's fault, the Electrical contract took a long time to resolve. As a result, Mr. Perrelli moved to the Stock Person's highest rate of pay, which is \$33.15 as of the time the contract went into effect. At the same time when the Electrical contract went into effect, the Maintainer 4 position was paid at a rate of \$32.32. Atty. Brown stated that the plaintiff's position is that this is a promotion. The Town says that a comparison of the wage rates can't look at the wage when the new contract took effect, but when the transfer happened. Thus Mr. Perrelli's wage rate was lower as a stock person. So the question is what date we look at to determine if it was a promotion? Atty. Brown stated that there is no dispute with the facts.

Atty. Hodgson stated that the Town understands that the union filed a grievance that the Town violated the Pension Plan. They have the burden of proving it. Section 1.2 states that if an employee is promoted into the Electric Division, they can stay in the DB plan. That language was not violated. He agreed that the Town is correct to look at the time of the job switch and what rate was in effect, to determine if it was a promotion. Even with retro pay, going back to September 14, 2020, his first day, he was earning less as a stock person in Electric than a maintainer, so he couldn't have been promoted. Atty. Hodgson said to look at the time of the transfer. The reason for including the promotion language is to limit the number of people going into the Defined Benefit Plan.

Acting Chair Chappell stated that if the parties agree on the facts, they can submit briefs and they can come back to the Board to deliberate and vote.

Atty. Hodgson stated that they would include facts that are not in the exhibits. Mr. Hutt would testify that in negotiations it was made clear that no new hires would go into the Defined Benefit Plan in the Electric Division unless promoted.

Atty. Brown stated that he does not dispute that.

Acting Chair Chappell suggested that that be put into an affidavit.

Atty. Hodgson added another fact regarding the conversation with Mr. Hutt and Mr. Perrelli that Mr. Hut was referring to the new rate in effect as of September 2020.

Atty. Brown stated that was expected,

Acting Chair Chappell stated that if the facts are undisputed, attach it to the brief and refer to the exhibits we have or agree on additional exhibits.

Atty. Brown and Atty. Hodgson agreed.

Atty. Hodgson clarified that briefs will be submitted and they will come back.

Acting Chair Chappell stated that the Board would need to publicly notice the meeting. Mr. Hutt stated that they could schedule a special meeting.

Atty. Brown clarified that they will submit briefs by December 6<sup>th</sup> and the meeting would be in January.

Mr. Treiber clarified that the next scheduled meeting is February 4<sup>th</sup>, so January would have to be a special meeting. Acting Chair Chappell clarified that the next regular meeting is February 4<sup>th</sup>.

Atty. Brown stated that the February 4<sup>th</sup> meeting would be fine with briefs due on December 6<sup>th</sup>.

Mr. Shipman asked when the Stock Person made more than the Maintainer 4. Atty. Brown replied as of the new contract, effective September 1, 2023. Mr. Shipman stated that the Maintainer contract in the documents expires on the 22<sup>nd</sup>. He asked if there is a new contract. Mr. Hutt replied no. That contract expired on June 30, 2024.

Atty. Hodgson stated that he included rates just to show the rates in effect in 2020.

Atty. Brown stated that he provided Union Exhibit 1 which has the new contract rate.

Mr. Shipman read that in 2023 the Maintainer made \$32.32 and the Stock Person? Atty. Brown stated that the Stock Person is making \$33.15.

Acting Chair Chappell stated that this is something to be addressed in the briefs.

Atty. Hodgson stated that they will check the contract language to get the rates. The Town's position is that the Board should be looking only at the rates as of 2020. He added that they will coordinate with the Union to agree on the rate for Stock Person in 2023.

Mr. Trieber asked at what date does the Stock Person's wage outpace Maintainer 4's wage? This is important because the contracts don't run simultaneously. The documents provided go to 2023.

Atty. Brown stated that 2023 is the last year of that contract. The document with the Maintainer wage expires before a new wage rate in effect this past July. He clarified that the Town is currently in negotiations on the Teamsters contract.

Mr. Trieber stated that the Town is arguing that the pay rate to look at is the contract with the retro in 2020. The union is arguing that we should look at the final pay rate for Stock Person at what date?

Atty. Brown replied as of the date the new Electric Contract went into effect. Not at the date the transfer happened. He added that they can provide the full progression.

Mr. Shipman asked if promotion is defined as a pay raise.

Atty. Hodgson replied that he would argue in the brief that it be decided by arbitrators and has some meaning. But they are looking at the pay rate.

Mr. Trieber asked if there were any other benefits designated between the two positions that could point to a promotion.

Atty. Hodgson stated that they looked at when he was earning more or less as a Stock Person. The Town is looking at the time of the transfer.

Atty. Brown stated that they have always looked at pay rates as the deciding factor for promotions. That is not in dispute.

Mr. Shipman stated that looking at the wages as they stand now, it would be a promotion.

Acting Chair Chappell asked if there was a definition or precedent. He stated that briefs will be due December 6<sup>th</sup> by email. This will be put on the February 4<sup>th</sup> agenda for deliberation and vote.

Mr. Ibsen asked if Mr. Perrelli was made aware of having to leave the old plan when taking the job. Atty. Brown stated that Mr. Perrelli was aware that there was the potential for it to be a demotion.

Acting Chair Chappell clarified that everyone communicated it clearly. There was no surprise.

**ADJOURNMENT**

Motion to adjourn the Personnel and Pensions Appeals Board meeting of November 6, 2024, at 6:50 pm.

MADE BY: Mr. Trieber

SECONDED BY: Mr. Ibsen

Vote: Unanimous

Respectfully submitted,  
Cheryl-Ann Tubby  
Recording Secretary