

PERSONNEL AND PENSIONS APPEALS BOARD

REGULAR MEETING

February 4, 2025  
Room 315, Wallingford Town Hall  
Time 6:30 pm

MINUTES

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

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

APPROVAL OF MINUTES

Mr. Treiber: MOTION to approve the November 6, 2024, Regular Meeting minutes.

Mr. Michaels: Second

Vote: Unanimous to approve with Mr. Wright abstaining.

Acting Chair Chappell welcomed new Board member William Wright.

OLD BUSINESS

1. 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 DelGREGO.

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.

Acting Chair Chappell recapped the discussion at the last meeting. He noted that briefs were submitted and reviewed. The purpose of the meeting tonight is for deliberation, questions and answers, and a vote.

Mr. Wright referenced the Union's post-hearing brief and asked for more details of the referenced conversation. Mr. Hutt stated that he's not sure he remembers the conversation as it is stated in the brief and he questioned the date of early 2024. Atty. Brown clarified that the agreement was resolved in early 2024. Mr. Hutt stated that both contracts were expired at the time of the transfer and even with up-to-date contracts, the pay would still be less than before the transfer.

Atty. Brown: No detail on the rate of pay was discussed. The outstanding issue is which pay rate are we supposed to look at. Mr. Perrelli was told to wait until both contracts were resolved. Mr. Hutt agreed that he was told to wait until both contracts were approved. Atty. Brown stated that he does not dispute that.

RECEIVED FOR RECORD  
AT 10:45 PM  
AND RECEIVED BY  
Kurt V. Treiber, Jr.  
TOWN CLERK

Acting Chair Chappell noted that the dispute is over one or two words. "Promoted" or "Promoted into". Everything else is agreed to. The only Dispute is the time of the transfer versus the last step of the contract and the pay rate. Atty. Brown and Atty. Hodgson agreed.

Acting Chair Chappell asked if the decision made tonight will impact current or future retirees. Atty. Hodgson replied yes. It will set a precedent that can be cited by either side. Atty. Brown noted that it can be changed in negotiations. Acting Chair Chappell stated that it seems like a moving target. You could transfer today and either be promoted or demoted in the future due to the step in a contract negotiated in the future.

Atty. Hodgson stated it should be 'promoted into' at the time of the transfer.

Atty. Brown stated that the Board needs to look at the wage scale at the time the contract went into effect, and the step the individual was on. Under the new contract, he was earning 2 cents more in the new position. Ultimately he will continue to be higher paid. The determination is made at the time of the transfer not if something changes down the road. The union's opinion is that the transfer date is at the time the Contract went into effect and the pay scale went into effect.

Mr. Shipman asked when the first time both new contracts were in effect. Mr. Hutt replied that the contract was approved in September of 2024. Mr. Shipman clarified that that is the Nutmeg Independent Labor Union contract that runs from September 1, 2020, to August 21, 2025. Atty. Brown noted that the pay scale being discussed went into effect in September 2023.

Atty. Hodgson stated that it is only relevant as to the retroactive amount in effect on September 14, 2020, the effective date of the transfer. Even with retroactive pay, Mr. Perrelli still is earning less in the new position. The relevant date of the transfer is September 14, 2020, and what he was earning then. His earnings were increased retroactively in 2023, back to that date. He was still earning more as the Maintainer.

Mr. Shipman noted that Mr. Perrelli was hired as of 2020 but he didn't get an answer on what he would be paid until 2024. He asked which position was making more money when the contract was adopted. Atty. Brown replied that at that date the Stock Person was making 2 cents more.

Atty. Hodgson stated that the language in the contract would need to say 'promoted into'. The Board needs to apply the contract language as written.

**MOTION to dismiss Mr. Perrelli's appeal.**

**MADE BY: Acting Chair Chappell:  
SECOND: Mr. Trieber**

**Discussion:**

Acting Chair Chappell stated that this issue should be addressed in the next contract. Due to the language that we have and the precedent provided. He stated that the burden of proving the appeal is on the appellate. He noted that the contract language can be changed in negotiation. But the Board needs to make a determination based on the language in front of us. He stated that he believed this was not a promotion at the time of the transfer.

Mr. Wright stated that he has concern for the grievant whose ultimate pay rate was not known until the contract was settled. What is known is what the contract stipulates. What the contract says about promotions, demotions, and transfers is clear. This is not an easy decision for a long-time, dedicated employee. But the letter of the contract carries. He agrees that the grievant has not met the burden of calling it a promotion.

**Roll Call Vote:**

<b>Michaels</b>	<b>Yes</b>
<b>Shipman:</b>	<b>No</b>
<b>Treiber</b>	<b>Yes</b>
<b>Wright:</b>	<b>Yes</b>
<b>Chappell</b>	<b>Yes</b>

**Motion carried.**

**NEW BUSINESS**

Acting Chair Chappell noted there is no New Business.

**ADJOURNMENT**

**Motion to adjourn the Personnel and Pensions Appeals Board meeting of February 4, 2025, at 6:55 pm.**

**MADE BY: Mr. Wright**

**SECONDED BY: Mr. Shipman**

**Vote: Unanimous**

Respectfully submitted,  
Cheryl-Ann Tubby  
Recording Secretary