

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS

In the Matter of the Arbitration Between: *
*
TOWN OF DIGHTON *
*
-and- * ARB-19-7632
*
MASSACHUSETTS LABORERS' DISTRICT *
COUNCIL *

Arbitrator:

Timothy Hatfield, Esq.

Appearances:

Matthew Costa, Esq. - Representing Town of Dighton
Sal Romano - Representing Massachusetts Laborers'
District Council

The parties received a full opportunity to present testimony, exhibits and arguments, and to examine and cross-examine witnesses at a hearing. I have considered the issues, and, having studied and weighed the evidence presented, conclude as follows:

AWARD

The Town had just cause to terminate the employment of police dispatcher Adam Foss, and the grievance is denied.



Timothy Hatfield
Arbitrator
December 10, 2020

INTRODUCTION

Massachusetts Laborers' District Council (Union) filed a unilateral petition for Arbitration. Under the provisions of M.G.L. Chapter 23, Section 9P, the Department of Labor Relations (Department) appointed Timothy Hatfield, Esq. to act as a single neutral arbitrator with the full power of the Department. The undersigned Arbitrator conducted a hearing at the Department's Boston office on December 10, 2019.

The parties filed briefs on February 25, 2020.

THE ISSUE

Did the Town of Dighton have just cause in accordance with the collective bargaining agreement to terminate the employment of police dispatcher Adam Foss? If not, what shall be the remedy?

RELEVANT CONTRACT LANGUAGE

The parties' collective bargaining agreement (Agreement) contains the following pertinent provisions:

ARTICLE XVIII PROGRESSIVE DISCIPLINE (In Part)

Section 1 Discipline Employees may be disciplined or discharged, for just cause provided, however, that an employee may be terminated during his probationary period without recourse by the employee or the Union.

Section 2 Progressive Discipline The Town of Dighton expects that all employees will perform their responsibilities to the best of their ability, respect coworkers, and abide by Town policies and expectations for high quality of service for our residents.

Employee Counseling – The employee is counseled or critiqued by the supervisor or department head about performance or conduct following a minor offense in an effort to eliminate possible misunderstandings, improve job performance, or to explain what constitutes acceptable conduct. ...

Termination – This is the step of last resort, where conduct or performance has simply not improved to an acceptable level, or when an employee commits an offense of such serious nature as to warrant immediate discharge. ...

Situations that may be cause for immediate discharge without advance warning include, but are not limited to the following:

- Refusal or intentional failure to perform reasonable assigned work
- Possession of firearms or other weapons at work
- Unlawful use, sale, dispensing or possession of drugs while at work or on Town property
- Consumption of alcohol on the job or inability to perform assigned duties due to intoxication
- Severely inappropriate conduct while on Town property, including gambling, fighting, or attempting to inflict bodily harm
- Theft of Town property or that of another employee, resident or visitor
- Gross negligence causing damage to equipment or property
- Material falsification of employment application, personnel records, time reports or medical records
- Unexplained absence from work, “no-call/no show”
- Insubordination, willful or gross misconduct
- Verbal, or physical abuse of constituent
- Violation of safety rules
- Walking off duty before completion of a shift or sleeping on the job
- Unauthorized release of confidential information

The above are subject to the grievance and arbitration process. ...

FACTS

The Town of Dighton (Town) and the Union are parties to a collective bargaining agreement that was in effect at all relevant times to this arbitration.

Adam Foss (Foss / grievant) was hired as a dispatcher in June 2017.

On January 17, 2019, Wayne Andrews (Andrews) entered the police station while Foss was on duty. Andrews initially indicated that he wished to renew his Firearm Identification Card (FID). After some discussion with Foss, Andrews instead, decided that he wanted to surrender his firearms. A request to renew an

FID is supposed to be noted in a book so that the individual can be contacted by the Police Department's Firearm Officer, Patrol Officer Steven Ferreira (Ferreira) upon his return to duty. All other interactions with the public are supposed to be logged into the computer system. Foss did not log Andrews' visit into the computer system even after Andrews decided he wanted to surrender his firearms and not renew his FID. Ultimately, Andrews left the station without renewing his FID or surrendering his firearms.

After failing to either place Andrews' information in the book for Ferreira or log the visit into the computer system for firearm surrender, Foss took Andrews' contact information for the sole purpose of obtaining Andrews' firearms in a private sale. After Andrews left the station, Foss called Ferreira and told him of his interest in purchasing the firearms. Ferreira advised Foss not to purchase the firearms. Foss ignored Ferreira's advice and contacted Andrews at the end of his shift. Upon speaking to Andrews on the phone, Foss became concerned with Andrews' mental capacity due to some of the comments Andrews was making. Foss then contacted Ferreira, who was on duty, on his cell phone instead of through the dispatch center and requested that Ferreira visit the Andrews' residence. Ferreira stated that this request was problematic as no formal call had been made to the police station, and no reason on the record existed for a visit.

Andrews then independently contacted the Police Department again about his firearms, which prompted Ferreira to visit the premises. Upon arrival, Ferreira noticed that Andrews was reporting inaccurate information, and his family informed Ferreira that Andrews was suffering from dementia. Andrews was under the

delusional belief that his firearms had been delivered to him by the government as part of a government study. Ferreira was able to convince Andrews to surrender the firearms, and the firearms were taken into custody by the Police Department.

Ferreira reported this incident to Sgt. Shawn Cronin (Cronin), who, after reviewing the facts, met with Foss. Foss, after being initially surprised by the topic of conversation, explained to Cronin what had transpired. Foss told Cronin that he was looking for a shotgun and thought he could get one from Andrews for a good price. Cronin told Foss that his behavior was unethical and unprofessional, which surprised Foss. Cronin informed Foss that he would report this information up the chain of command to Sgt. McGuirk who was filling in for Chief MacDonald (Chief / MacDonald) who was out on medical leave. Nothing further came of this incident until it came to the Chief's attention in June 2019. At that point, the Chief requested reports from the incident and forwarded the matter to Town Administrator Mallory Aronstein (Town Administrator / Aronstein) to be reviewed along with allegations that had been made involving the Voci family.

In July 2018, Kelly Voci and her husband Michael Voci had been subject to several wellness checks requested by Kevin Paulicelli (Paulicelli), the father of Kelly Voci's child. Kelly Voci went to the police station seeking assistance with these calls believing that Paulicelli was initiating them to harass her. While at the station, Kelly Voci saw Foss and recognized him from Facebook, but did not speak to him at this time.

After leaving the station, Kelly Voci reached out to Foss via Facebook and the two began communicating via Facebook message. Kelly Voci asked Foss

about the operation of wellness checks in general and then asked for specific information about Paulicelli and his calls. Foss shared with Kelly Voci that Paulicelli had seemed drunk during a wellness check call that Foss had handled while on duty. Foss stated to Kelly Voci that he could not provide further details because he could lose his job. Foss and Kelly Voci continued to interact through Facebook until November 2018, when she “unfriended” him.

On July 15, 2018, Foss ran a Criminal Justice Information System (CJIS) database inquiry on Michael Voci. Patrol Officer Michael Marshall (Marshall) was on duty that day and responded to a call to conduct a wellness check at the Voci residence. At no time did Marshall request that Foss run the CJIS inquiry, and Foss did not tell him that he had run the report or the results of the inquiry. At the arbitration hearing, Foss was unable to explain what the law enforcement related purpose was for running the inquiry on Michael Voci. Unauthorized inquires is a violation of CJIS rules and regulations, as well as Town policy, and could lead to both the individual and the municipality losing access to the CJIS database for repeated violations.

At some point Michael Voci learned of and became concerned about the Facebook relationship between Foss and Kelly Voci. Michael Voci’s concern reached the level that he attempted to confront Foss at the police station on June 15, 2019. Foss was not on duty at that time, but Dispatcher Theresa Costa (Costa) spoke to Michael Voci and gave him an Internal Affairs complaint form. Costa, who had previously been disciplined for harassing Foss, reported the encounter to Chief MacDonald. Michael Voci returned on June 24, 2019 and met, by himself,

with Chief MacDonald about Foss' Facebook relationship with his wife. Michael Voci provided the Chief with an Internal Affairs statement allegedly signed by Kelly Voci.

After learning of Foss' involvement with Kelly Voci, and meeting with Michael Voci, Chief MacDonald began an investigation. During this investigation he was informed of the earlier Andrews' incident that occurred while he was on leave and included that incident in his investigation. On July 2, 2019, Foss was ordered to meet with Chief MacDonald and Town Administrator Aronstein. Foss was unaware of the nature of the meeting and invoked his Weingarten rights when he was informed of the meeting's intent. Even after invoking his Weingarten rights, Foss told them he did nothing wrong in the Andrews' matter and had been previously counseled by Ferreira and Cronin. Foss was suspended without pay pending a hearing with the Board of Selectmen regarding potential termination.

On July 15, 2019 Town Administrator Aronstein issued a notice to Foss for a hearing on July 24, 2019 that was subsequently postponed until August 21, 2019.

After holding the hearing and deliberating on August 21, 2019, the Board of Selectmen notified Foss of his termination. The letter cited the following items of misconduct:

1. Using his position for personal gain, in contacting [Kelly Voci] who he met through the course of his duties, seeking to establish a relationship with her, and in contacting [Andrews] in an attempt to purchase his firearms.
2. Inability to inherently understand what could be a moral and ethical conflict and use sound discretionary judgement.
3. Releasing confidential information to [Kelly] Voci.

The Board's decision concluded by stating:

The Board found that the witnesses' testimony and written statements were credible. The Board found that Mr. Foss exhibited willful and gross misconduct in contacting Ms. Voci through information gathered during the course of his duties as a dispatcher for the Town of Dighton, and that at such time he released confidential information to her pertaining to her ongoing custody matter. They found that Mr. Foss did indeed breach confidentiality, exercised poor judgement and that his conduct was unbecoming of his position in engaging with Ms. Voci, carrying on an inappropriate relationship with her via Facebook. The Collective Bargaining Agreement overseeing the department for which Mr. Foss works cites specifically that willful or gross misconduct and unauthorized release of confidential information were grounds for immediate dismissal.

Therefore, the Board of Selectmen voted to terminate Mr. Adam Foss effective immediately and voted that Mr. Foss shall be ineligible for future employment with the Town of Dighton in any capacity.

The Union filed a grievance over the termination, that was denied at all steps of the grievance procedure by the Town and resulted in the instant arbitration.

POSITIONS OF THE PARTIES

THE EMPLOYER

The collective bargaining agreement specifies that immediate termination, without progressive discipline, is allowed "where conduct or performance has simply not improved to an acceptable level, or when an employee commits an offense of such serious nature as to warrant immediate discharge." Examples given in the collective bargaining agreement that would warrant immediate termination include "insubordination, willful or gross misconduct" and "unauthorized release of confidential information." The Town submits that several

of Foss' actions relative to the Andrews and Voci episodes meet the standard for immediate dismissal under the collective bargaining agreement.

Michael Voci CJIS Database Search

Access to criminal justice information on the CJIS database is highly regulated and subject to strict controls. The rules relating to the CJIS exist in order to conform with requirements of federal law. To maintain his certification to access the CJIS database, Foss successfully completed training and was tested every two years.

"CJIS shall not be accessed for any non-criminal justice purpose." 803 CMR 7.09(1). The CJIS regulations further specify:

- (2) The CJIS shall only be accessed for authorized criminal justice purposes, including:
 - a) Criminal investigations, including motor vehicle and driver's checks;
 - b) Criminal justice employment;
 - c) Arrests or custodial purposes;
 - d) Civilian employment or licensing purposes as authorized by law and approved by the FBI; and
 - e) Research conducted by the CJA

803 CMR 7.09(2)

The Dighton Police Department's CJIS policy warns that access of criminal justice information shall be for the sole purpose of completing official duties, that it is unlawful to access CJIS for any means for a non-official purpose, and that using CJIS for non-law enforcement purposes is not permitted. It is crucial to note that improper access of information on the CJIS, by itself, even if there is no further dissemination of the information, is a violation that warrants sanctions according to the law governing CJIS. Dighton's CJIS policy states that a violation "may be

subject to disciplinary action, up to, and including loss of access privileges, civil and criminal prosecution, and termination.” Compliance with the CJIS regulations is required for the Dighton Police Department to maintain its authorization to access the system, which is a necessary tool for the conduct of police work.

In this case, there is no known criminal justice purpose for Foss’ access of the CJIS relative to Michael Voci. Michael Voci was never the subject of a call or complaint, and no police officer requested that Foss access the system. Foss did not report the results of the search to anyone and testified that he could not remember why he ran the search. It appears that Foss was merely curious about Michael Voci’s criminal history, which is not an authorized criminal justice purpose.

Due to the seriousness of properly handling CJIS information, including criminal penalties for mishandling such information, and Dighton’s policy stating that mishandling CJIS information may result in termination, it is submitted that Foss’ unexplained and unwarranted access of Michael Voci’s criminal justice information constitutes insubordination and gross misconduct justifying termination under the collective bargaining agreement.

Additionally, since even accessing the CJIS without a criminal justice purpose is a violation of the laws and regulations governing the CJIS, it is accurate to state that a party who improperly accesses the CJIS database has caused an unauthorized release of confidential information to himself which clearly constitutes “unauthorized release of confidential information,” explicitly warranting dismissal under the collective bargaining agreement.

Release of Information to Kelly Voci

Foss acknowledged that he knew he was not authorized to disclose to members of the public the content of calls to the Police Department when he told Kelly Voci that he could “lose his job” as a result of disclosing such information. However, despite knowing that he should not disclose such information, he revealed to her his assessment that Paulicelli seemed drunk when he called the department seeking wellness checks on his child.

Foss agreed in his testimony that his dispatcher position is one of “trust and confidence.” It is not consistent with the trust and confidence for the dispatcher to share on Facebook his characterization of a caller who sought police assistance. The voluntary release by Foss of his characterization of a call for assistance, to a third party via Facebook, is an unauthorized release of confidential information under the collective bargaining agreement further supporting the Town’s decision to terminate Foss.

Foss’ Use of His Position For Private Gain

The Town was particularly troubled by Foss’ pattern of using his professional connection as a dispatcher for personal gains. In the case of Andrews, it was the effort to make a deal to purchase his firearms; in the case of Kelly Voci, it was an effort to establish a personal relationship with a married woman who sought help from the Department. Foss’ conduct violated the State Ethics Law (M.G.L. c. 268A). Documents show that Foss acknowledged receipt of a summary of the Law on June 9, 2017, and November 10, 2017.

The Town's conclusion that it was improper for Foss to be using his position in efforts to benefit himself personally is fully consistent with M.G.L. c. 268A, § 23 which contains the following prohibitions:

(b) No current officer or employee of a state, county or municipal agency shall knowingly, or with reason to know ...

(2)(l) solicit or receive anything of substantial value for such officer or employee, which is not otherwise authorized by statute or regulation, for or because of the officer or employee's official position ...

(3) act in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person. ...

Foss' decision to avoid logging Andrews' visit to the police station, while instead trying to arrange a deal to purchase his firearms that Andrews sought to surrender, violated the State Ethics Law. Instead of doing his job and dispatching the proper authorities to facilitate the surrender of firearms, he kept the matter private so that he could make a deal to get the firearms. He was attempting to use his position as a dispatcher to solicit a deal to purchase firearms that would not have been known to be available to anyone but him.

Similarly, Foss took up the invitation to establish a relationship with Kelly Voci which he was only able to establish by virtue of his position. Kelly Voci contacted him to get information he possessed as a result of his position as a dispatcher, and he supplied it. The sharing of information with Kelly Voci as part of establishing a Facebook relationship rises to the level of the prohibition on acting "in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or

unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of ... undue influence of any party or person.” Foss’ conduct in violation of the State Ethics Law provides a further foundation as willful or gross misconduct under the collective bargaining agreement to support the decision to terminate him.

Foss’ Discipline

The Union argues that the verbal response Foss received from Sgt. Cronin regarding the Andrews episode constituted either employee counseling or a verbal warning under the collective bargaining agreement’s progressive discipline provision. The Town disagrees because it is clear that Sgt. Cronin warned Foss that his verbal conversation was not the end of the matter, and that he would report the matter up the chain of command. Therefore, Foss would have no reasonable expectation that the discipline would be limited to his verbal interaction with Sgt. Cronin. Chief MacDonald was on sick leave at the time of the Andrews incident and in June 2019, he investigated both the Kelly Voci incident and the Andrews incident together.

It was within the Town’s purview to consider the Andrews and Kelly Voci incidents together as they contain instances of insubordination, willful and gross misconduct, and unauthorized release of confidential information of such a serious nature as to warrant termination.

Conclusion

The Voci incident, including the unjustified search of Michael Voci’s CJIS records, and the improper disclosure of a characterization of a call to the

Department via Facebook stands on its own, independent of the Andrews incident, as a basis to terminate Foss' employment. When understood in the context of Foss' prior actions relating to the Andrews incident, the decision to terminate stands on even more solid footing. For the above reasons, the Town submits that it had just cause to terminate Foss and requests that the grievance be denied.

THE UNION

After a thorough examination of all the exhibits, it should be clear that the Town has failed to establish by a preponderance of the evidence the existence of just cause. Several police officers testified about facts that were not relevant, verifiable, investigated, and were confirmed based on hearsay, not credible and contained no viable conclusionary weight or believability.

Costa clearly had a motive to stoke the fire. An examination of her June 17th report, which did not exist until requested by the Chief, demonstrates her repeated attempts to get Foss in trouble. Costa tried every angle to get additional police personnel involved. Costa's negativity continues in the closing paragraph when she criticizes Foss for her interpretation of Michael Voci's story. Her pre-deposition was not based upon relevant, reliable or credible facts, it was simply her opinion, and it was a biased opinion that was based on the discipline she previously received for harassing Foss. The Chief also testified for the Town. He testified that he never received any daily reports, incident reports or other documentation from Costa who claims to have had extensive conversations with Michael Voci. She never gave the Chief any notes, an incident report or anything which preserved her June 15th conversation with Michael Voci.

On July 2, 2019, Foss is ordered to meet with both the Chief and the Town Administrator. Upon his arrival, he was informed that they were investigating allegations of misconduct and breach of confidentiality. Foss asserted his Weingarten rights, yet the Town still moved to a second topic concerning the Andrews' matter. Foss informed them that he did not believe he did anything wrong and that he was counseled by Ferreira and Cronin. Foss was subsequently suspended without pay until a Selectmen hearing could be held. Foss was never given a formal written notice of the charges or the specific reasons or rules which were allegedly violated.

A summary of the Chief's testimony reveals an extremely poor investigation. MacDonald meets with Michael Voci on June 24th. Kelly Voci is not present when her husband provides the Chief with an Internal Affairs Investigation Report. The Chief did not take any notes during the meeting, he never determined if Kelly Voci actually wrote the Internal Affairs Investigation Report, never verified that it was her signature on the report, and never questioned whether she was assisted by anyone in completing the report. Under the circumstances this report has little evidentiary weight, reliability or trustworthiness. Additionally, the Chief never interviewed Kelly Voci about the incident, nor did he instruct any of his personnel to do so. He was also never able to determine whether the allegations made by Michael Voci about Foss being involved with his wife were true or verifiable.

Kelly Voci testified about a sad tragic and turbulent domestic relations history involving a former boyfriend who fathered a child with her and a quarrelling custody battle. Her most important admission was that it was hard for her to

remember what happened back in time. She only remembered that Foss worked at the police station, they were Facebook friends, and he was nice to her. She also denied having a sexual relationship with him. Kelly Voci never provides any evidence of Foss sharing confidential information with her. As a matter of fact, she admits he told her that he could not reveal too much to her because by doing so he could lose his job. Clearly, this witness did not provide any evidence to support the Town's reasons for Foss' termination.

Foss testified that he never revealed any confidential information to anyone, and the Town failed to provide any evidence that he did so. Foss testified that he did not consider his conversation with Andrews wrong in any way, and he considered the matter closed after receiving a firm reprimand and proper instructions from the police officer who removed the firearms from Andrews' home. Foss' testimony was never impeached, it was honest, straightforward, credible and reliable. The Town is challenged to raise any reliable circumstances to affect his testimony in a negative fashion.

Article XVIII lists twelve situations that may be the cause for immediate discharge without advanced warning. None of these situations were referred to by either the Chief or the Board of Selectmen when terminating Foss. The Town's presentation of vague, ambiguous, presumptuous and non-specific behavior are not contemplations of discipline under the collective bargaining agreement. The Town never produced evidence of a clearly defined policy or definition regarding what constitutes employee misconduct or unauthorized release of confidential information. Since this dispute is disciplinary in nature, it is the obligation of the

Town to prove with a preponderance of evidence that just cause existed for discharge.

Conclusion

It is painfully obvious that the Town has failed to meet its burden of proof because they relied upon evidence which did not withstand cross-examination. Its evidence proved to be non-existent, unreliable, lacked credibility and was, therefore untrustworthy and unacceptable. This discipline was arbitrary, capricious and without equity or logic. Therefore, the Union requests that this grievance be sustained.

OPINION

The issue before me is: Did the Town of Dighton have just cause in accordance with the collective bargaining agreement to terminate the employment of police dispatcher Adam Foss? If not, what shall be the remedy? For all the reasons stated below, the Town had just cause to terminate the employment of police dispatcher Adam Foss, and the grievance is denied.

Article XVIII of the collective bargaining agreement calls for progressive discipline in most situations. The parties have agreed that some situations, however, will allow for immediate discharge of an employee subject to the just cause provisions of the collective bargaining agreement. Two of those situations have been invoked by the Town in this matter. The Town has accused Foss of gross misconduct and the unauthorized release of confidential information.

Foss testified that on multiple days, while on duty at the police station, he received calls from Paulicelli, Kelly Voci's ex-boyfriend, and the father of her

daughter, requesting a wellness check on his daughter and her mother. Testimony also revealed that Foss and Kelly Voci became Facebook friends after she sought assistance at the police station. In response to Kelly Voci's questions, Foss informed her that he believed that Paulicelli had sounded drunk when he made the calls for the wellness checks. Kelly Voci intended to use this information during her custody hearing. This is clearly and unequivocally confidential information that Kelly Voci could not have obtained without the unauthorized disclosure by Foss and the type of information that is specifically covered by the language of Article XVIII.

The Town has also accused Foss of running an unauthorized criminal background check on Michael Voci, Kelly Voci's husband. As outlined by the Town, access to criminal justice information on the CJIS database is highly regulated and subject to strict controls. The rules relating to the CJIS exist in order to conform with requirements of federal law. Violations of these rules could subject the individual and/or the municipality to loss of access to the system. Despite these rules and the training he received, Foss decided to run an unauthorized query on Michael Voci. Foss did not provide the information obtained to anyone in the Police Department and was unable to articulate any reasonable explanation for why he sought information on Michael Voci. The rules and regulations for CJIS access are in place specifically to avoid these types of spurious searches. Foss' actions in running this inappropriate search clearly is a violation of the CJIS rules and regulations and certainly call into question Foss' decision-making ability in relation to Kelly Voci specifically, and his job as a police dispatcher in general.

Additionally, Foss has placed, not only himself, but also the Town in a precarious position by his actions, as CJIS access is vital for the proper and efficient operations of a Police Department.

Finally, Foss' actions in the Andrews' matter also call into question his decision-making ability. Foss' failure to log-in Andrews' visit to the police station is problematic in and of itself. Foss exasperated the situation further when he decided to contact Andrews privately to purchase the firearms that Andrews sought to surrender. Foss' decision to use the personal information he obtained from his duties as a dispatcher (that he did not log into the system) to try to facilitate the purchase of the firearms, compounded the problem. Foss' questionable decision-making continued when he decided to circumvent the proper channels and call Ferreira on his cell phone instead of through police dispatch when he began to suspect that Andrews had medical issues that made his possessing firearms dangerous. Clearly Foss was attempting to shield his earlier actions when he did not log in Andrews' earlier visit to the police station, and his attempt purchase the firearms.

While his actions in Andrews' matter may not justify his immediate termination singularly, they show that the Town cannot rely on Foss to make proper decisions while functioning as a dispatcher. When his actions in the Andrews' matter are combined with his actions in the whole Kelly Voci matter, Foss has demonstrated an inability to adhere to the rules and regulations of the Town's Police Department in a manner which justifies the Town's decision to terminate his

employment. For all the reasons stated above, the Town had just cause to terminate the employment of police dispatcher Adam Foss.

AWARD

The Town had just cause to terminate the employment of police dispatcher Adam Foss, and the grievance is denied.



Timothy Hatfield, Esq.
Arbitrator
December 10, 2020