

TOWN COUNCIL MEETING

FEBRUARY 11, 2003

6:30 P.M.

AGENDA

Blessing

1. Pledge of Allegiance and Roll Call
2. Correspondence
3. Consent Agenda
 - a. Consider and Approve Tax Refunds (#460-475) Totaling \$9,289.16 – Tax Collector
 - b. Note for the Record Mayoral Transfers Approved to Date
 - c. Note for the Record Anniversary Increases Approved by the Mayor
 - d. Consider and Approve a Transfer of Funds in the Amount of \$390 from Salaries Administrative and General Acct. #920 to Distribution Operation Supervision & Engineering Acct. #580 – Electric Division
 - e. Consider and Approve a Transfer of Funds in the Amount of \$390 from Salaries Administrative & General Acct. #920 to Distribution Maintenance Supervision & Engineering Acct. #590 – Electric Division
 - f. Consider and Approve an Appropriation of Funds in the Amount of \$1,400 from Grant Revenues to Program Expenditures in the Laskey & Murphy S.T.E.P. Core of Discovery Fund of the Board of Education
 - g. Approve and Accept the Minutes of the January 14, 2003 Town Council Meeting
4. Items Removed from the Consent Agenda
5. PUBLIC QUESTION AND ANSWER PERIOD

6. Consider and Approve One (1) Appointment to the Position of Alternate on the Zoning Board of Appeals to Fill a Vacancy in a Term Which Expires 1/8/2005
7. Consider and Approve a Revised Job Description for the Electric Division General Manager Position – Personnel
8. Consider and Approve a Transfer of Funds in the Amount of \$30,000 from Contingency – Gen. Purpose Acct. #001-7060-800-3190 to Law Department Professional Services – Labor Attorney Acct. #001-1320-901-9001 – Town Attorney
9. Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes with Respect to the Purchase, Sale and/or Leasing of Property - Mayor

TOWN COUNCIL MEETING

FEBRUARY 11, 2003

6:30 P.M.

A regular meeting of the Wallingford Town Council was held on Tuesday, February 11, 2003 in the Robert Earley Auditorium of the Wallingford Town Hall and was called to Order by Chairman Robert F. Parisi at 6:37 P.M. Answering present to the Roll called by Town Clerk Rosemary A. Rascati were Councilors Brodinsky, Doherty, Farrell, Knight, Papale, Parisi, Rys, Toman & Vumbaco. Mayor Wm. W. Dickinson arrived at 6:49 P.M. Town Attorney Janis M. Small and Deputy Comptroller Eva Lamothe were also in attendance.

A blessing was bestowed upon the Council by Rev. Dean Warburton of the First Congregational Church of Wallingford.

The Pledge of Allegiance was given to the Flag.

A moment of silence was observed for the N.A.S.A. astronauts who lost their lives in the shuttle tragedy.

ITEM #2 No items of correspondence were presented.

ITEM #3 Consent Agenda

ITEM #3a Consider and Approve Tax Refunds (#460-475) Totaling \$9,289.16 – Tax Collector

ITEM #3b Note for the Record Mayoral Transfers Approved to Date

ITEM #3c Note for the Record Anniversary Increases Approved by the Mayor

ITEM #3d Consider and Approve a Transfer of Funds in the Amount of \$390 from Salaries Administrative and General Acct. #920 to Distribution Operation Supervision & Engineering Acct. #580 – Electric Division

ITEM #3e Consider and Approve a Transfer of Funds in the Amount of \$390 from Salaries Administrative & General Acct. #920 to Distribution Maintenance Supervision & Engineering Acct. #590 – Electric Division

ITEM #3f Consider and Approve an Appropriation of Funds in the Amount of \$1,400 from Grant Revenues to Program Expenditures in the Laskey & Murphy S.T.E.P. Core of Discovery Fund in the Board of Education

ITEM #3g Approve and Accept the Minutes of the January 14, 2003 Town Council Meeting

Motion was made by Mr. Knight to Approve the Consent Agenda as Presented, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

WAIVER OF RULE V Motion was made by Mr. Knight to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Introducing a Motion to Transfer \$50,000 to Overtime Acct. in the Public Works budget, seconded by Mr. Farrell.

VOTE TO WAIVE RULE V: All ayes; motion duly carried.

Motion was made by Mr. Knight to Consider and Approve a Transfer of Funds in the Amount of \$30,000 from Contingency, General Purpose Acct. #001-7060-800-3190; \$4,584 from Snow Plow Truck with Equipment Acct. #001-5015-999-9901; \$4,350 from Stump Cutter Acct. #001-5015-999-9910; \$3,120 from Large Area Mower Acct. #001-5015-999-9912; \$3,192 from Walk Behind Mowers Acct. #001-5015-999-9913; \$3,624 from Gas Powered Mortar Mixers Acct. #001-5015-999-9918 and \$1,130 from Vacuum for Community Pool Acct. #001-5015-999-9924 for a Total of \$50,000 to Overtime Acct. #001-5015-101-1400 in the Public Works Dept., seconded by Mr. Farrell.

Mr. Rys asked, have all of the items such as the stump cutter to the vacuum been placed out to bid and purchased?

Henry McCully, Director of Public Works replied, they have all been purchased. This is leftover funds from the capital accounts.

Mr. Vumbaco asked, what is the balance left in the contingency account after tonight's transfer?

Ms. Lamothe did not have the information readily available and offered to go up to here office and retrieve it.

Mr. Vumbaco replied that she could forward the information via the Town Council secretary to him.

Geno Zandri, 9 Balsam Ridge Circle asked, is this transfer for existing expenses or is this to take the department through the rest of the year?

Mr. McCully replied, the last time I was here I was hoping it was going to take us to the rest of the year. Prior to yesterday's storm at plus or minus \$22,000., we had 15 ½ hours of overtime added to that, pretty much wipes that out. This \$50,000., barring any major storms coming up for the next couple of months, should take us to the end of the year.

VOTE: All ayes; motion duly carried.

PUBLIC QUESTION AND ANSWER PERIOD

Pasquale Melillo, 15 Haller Place, Yalesville was opposed to the spending of approximately \$1 million dollars to tunnel under the Merit Parkway for the extension of the Quinnipiac River Linear Trail, especially with the economic climate that the state and towns are in. He felt the Town was facing its largest tax increase in the upcoming year. Seniors who are living on fixed incomes along with many other taxpayers in the community will face a greater financial burden this year without the added expense of a tunnel for the trail added to it. He felt the tunnel was not a necessity and should not be pursued at this time.

Chairman Parisi noted Mr. Melillo's comments.

Jack Agosta, 505 Church Street, Yalesville asked if it is true that the money is already allotted to the Town for the trail? Isn't it a fact that the State has a fund from which it distributes money to certain projects? If we give it back to the State they will only use it for something or someone else. We should not stop the process, he stated. If we give back the money, he felt it would become Meriden's money.

Chairman Parisi acknowledged Mr. Melillo once again, telling him, "this will be it."

To which Mr. Melillo began debating the issue of why "this will be it" when the Town Council meeting procedures call for a 20 minute Public Question and Answer Period.

Chairman Parisi urged Mr. Melillo to ask his question and stop debating the matter or else he would be ruled out of order.

Mr. Melillo continued to debate the matter while Chairman Parisi repeatedly asked Mr. Melillo if he was going to ask his question.

Mr. Melillo continued to engage in a debate about democracy and his freedom to speak.

Chairman Parisi gaveled Mr. Melillo, announcing that the Public Question and Answer Period had concluded.

ITEM #6 Consider and Approve One (1) Appointment to the Position of Alternate on the Zoning Board of Appeals to Fill a Vacancy in a Term which Expires 1/8/2005

Motion was made by Ms. Papale to Appoint Jack Agosta to the Position, seconded by Mr. Vumbaco.

Ms. Papale stated, we up here, the entire council, we all know Jack. We got to know him through his time and effort of being interested in what happens in the Town of Wallingford and as a member of this commission, I know he will continue to do so. I know for sure that he will go and visit every site and really be thorough in what he sees out there and I think he will be an asset to the entire Town of Wallingford.

Chairman Parisi added, I have known Jack since grammar school. Never would I have believed that he would turn out to be the watchdog that he is today because he certainly didn't demonstrate those attributes up at the North Main Street school. I am happy to see him come on board. I know he is conscientious and I am sure he will work very hard for the Town of Wallingford.

VOTE: All ayes; motion duly carried.

Town Clerk Rosemary Rascati performed the Swearing-In Ceremony at 6:50 P.M..

ITEM #7 Consider and Approve a Revised Job Description for the Electric Division General Manager Position – Personnel

The job description (Appendix D) has been revised to broaden the educational qualifications to allow for related fields of mechanical, civil or environmental engineering as well as business or public administration.

Director of Public Utilities, Raymond F. Smith, concurs with the Personnel Director on the proposed revision.

Mr. Vumbaco asked, what was the experience qualifications before the proposed revision?

Personnel Director Terrence Sullivan explained, the educational qualifications only have been changed.

Mr. Vumbaco pointed out that the number of years referenced in the responsible experience qualifications are underlined and in bold, depicting a change in the language.

Mr. Sullivan explained, as changes are made, it is common to put numerical references as well as the word. It is a common administrative sort of thing. It is really the educational requirements we are trying to broaden.

Mr. Brodinsky asked, what has been our efforts so far to find someone and what has been the results that leads to this proposed change?

Mr. Sullivan answered, we have conducted two nationwide searches in which we have come up empty in both. The field is kind of narrow because the current requirements limit us to an Electric Engineering degree. In speaking with other utilities who have broader requirements and more flexibility, if you will, degrees in business and public administration and different engineering fields, plus the critical experience in electrical utilities is really what we are looking for. We have had, where I would normally give five (5) names to an appointing authority, in some cases we have as few as three or four. We have not had a great and wide number of qualified candidates and would like to broaden it a bit.

Mr. Brodinsky asked, have we had qualified candidates apply so far?

Mr. Sullivan answered, oh yes we have. The last round, we had a candidate that didn't quite fit our; pass the background investigation. The other four weren't acceptable to the commission nor to Mr. Smith. We would like to broaden it. This would be our third attempt to locate someone.

Mr. Toman asked, is there a dearth of electrical engineers out there? This was a nationwide search which is sort of surprising.

Mr. Sullivan answered, dearth is a fleeting comment. Just the other day we advertised for entry level jobs and had over 200 people outside of my door, whereas a year ago we might have attracted only 10. We probably have more today, but I don't know if that sector of the economy is suffering as many others are. It could be that there are more out there looking but we haven't attracted them and we pay pretty well. I think if we get the right balance between education and experience, we will get the right person.

Mr. Parisi stated, over the years, at least in my memory, we were always told that it was very important to have the very background that we seem to be changing right now; an electrical background. Has the thinking changed? Has the job changed?

Mr. Sullivan answered, I believe the thinking is that this is a pretty critical managerial position and with the experiential background and the electrical utility field, that very much outweighs the academic requirements. Someone in this position would be as apt to be able to run a multi-million dollar business as he or she would be apt to make critical utility decisions. The experience side would far outweigh the academic side and we don't think that limiting it to an engineer trained just in the electric field would be beneficial to the Town.

Chairman Parisi stated, I had the privilege of sitting in on the negotiations with PP&L and I just wondered, quite frankly, I was impressed with Mr. Smith's knowledge of the electrical field and power generation and what have you. The question that comes up in my mind is, would a mechanical, civil or environmental engineer would be able to deal with that extent of technology that I saw Mr. Smith dealing with?

Mr. Sullivan answered, Mr. Smith is an engineer; a P.E. But I think in this position, when you look at the experience, you are looking for twelve (12) years of experience and five (5) years in a key management position. It is those twelve (12) years which is the minimum, it is not a maximum. We would hope to get candidates with 12+ years of experience and that is where they are really getting the hands-on background for this job. The academic could have been something from, in my case, twenty years ago, this year I got out of graduate school. That was fine at the time; it help me to get jobs but, likewise with this position, we believe the experience is more critical. The educational certainly does help in the background but the hands-on experience and the leadership at the top level would really be helpful.

Chairman Parisi stated, I just question whether or not it is a wise thing to do. As long as the problem isn't that we can't; it isn't that there is a shortage in this area, it is?

Mr. Sullivan answered, they haven't been knocking down our doors. We haven't attracted a lot of qualified candidates. When we get resumes, often times we get candidates who apply who don't read the section very closely and they are not qualified. When we screen, we are limited by the words in the statement. If not changed and we advertise again, I can only look at those that have bachelors degrees in electrical engineering. Those that have them in any other field, even with the experiential requirement, I can't go for.

Pasquale Melillo, 15 Haller Place, Yalesville stated that Mr. Smith has taken over the former Electric Division Manger's position since it became vacant a couple of years ago saving the taxpayer's money. This will cost the taxpayer's by filling the position.

Mr. Sullivan replied, I will have to check the budget but I believe the position is already funded. Mr. Smith did take a stab at trying to do both jobs but, practically speaking, he

can't do it and feels pretty strongly that the Town needs to fill the position as does the Public Utilities Commission.

VOTE: All ayes; motion duly carried.

ITEM #8 Consider and Approve a Transfer of Funds in the Amount of \$30,000 from Contingency – Gen. Purpose Acct. #001-7060-800-3190 to Law Department Professional Services –Labor Attorney Acct. #001-1320-901-9001 – Town Attorney

Correspondence from Town Attorney Janis Small reads, “There has been a number of voluminous complex labor arbitrations this year which will deplete the account and the requested sum is necessary to cover labor attorney fees through the end of the fiscal year.”

Motion was made by Mr. Knight, seconded by Mr. Farrell.

Atty. Small stated, we have had a pretty active year this year on a labor front and we have had several matters go to a full arbitration hearing. We also have the Anthem stock matters that you may have heard. I am not sure if I forwarded the decision on to the Council or not; the court has answered the first one of those cases in our favor and there will be an additional one with respect to the Board of Ed. We are going to have Dennis (Ciccarillo) handle that also to be consistent in our position and in our arguments in the court. But we were successful in convincing the court in the first action that the matter should not be the subject of arbitration and the court agreed with us. There are potentially three or four matters that could go to a full arbitration hearing between now and the end of the fiscal year and I would need funds to cover those, plus any other normal type of labor matters that may occur between now and June 30th.

Mr. Vumbaco asked, what is the history in this account of actual expenditures?

Atty. Small answered, the history is remarkably good, in my opinion. In F.Y. '99-2000 we spent \$59,000 and change; 2000-2001, \$38,500; 2001-2002, \$47,900. I think we have done remarkably well for labor services. I was a little surprised, I thought for a few of those years the numbers would have been higher. I did not go beyond earlier than that. We did have, I think, on the very first bid, if my recollection is correct, we actually had a fixed salary for a couple of years, if my recollection is correct. I really have been quite pleased with containing the cost. I know what other towns spend, including the town that I work for and I think we are doing remarkably well, frankly.

Mr. Vumbaco asked, what is this year's projection cost?

Atty. Small answered, in asking for another \$30,000 so that would be \$80,000. There is the potential that the \$80,000 will not be spent but, given that there may be 3 or 4 arbitration hearings, that may not happen. It is possible for them to be scheduled, they may not be scheduled, they may be resolved. They may be resolved the first day or they may be resolved prior. That is my best estimate of if those things were to happen and normal course of labor work, that is what I project.

Mr. Vumbaco asked, are these all with the same attorney?

Atty. Small answered, yes. The first three years were pursuant to bid. I did ask for an extension, a waiver this past year and we are now putting the bids specs together to go out again for probably a three year contract, like I have done the last two times.

Mr. Vumbaco asked, is it on an hourly basis?

Atty. Small answered, we have the option of going hourly versus; the last time we did that it was hourly versus a lump sum. I took a look at that because I had forgotten that we had done that and, had we chosen the lump sum on those first three years, we would have paid more. The lowest lump sum bid was \$65,000. We actually came up better and I actually factored in that if we did it for this year and added the extra \$30,000 we still would come under that number. I was a little surprised that we have done as well as we have done.

Mr. Vumbaco asked, is this for specialized services or is this just to carry the overload in your department? If you were a full time employee of the town, would you be able to handle this negotiations?

Atty. Small answered, this is labor, this is not the negotiations.

Mr. Vumbaco corrected himself to mean labor.

Atty. Small answered, yes, if we had another full time person, I would expect that probably most, if not all of this, would be handled in house. I would have to say that that probably would be the case.

Mr. Brodinsky asked, has the legal bills for the Anthem cases been submitted yet or paid yet?

Atty. Small answered, it would be, yeah, through this point in time. I would be getting another bill that would include the Board of Ed work for the past month. I don't have that bill yet.

Mr. Brodinsky asked, roughly, what would that, in what order of magnitude are we talking about, like \$1,000?

Atty. Small answered, no, what we had to file was an action in court seeking an order of the court to prevent the arbitration and so, on the Board of Ed one he has gone to court in terms of scheduling. They haven't proceeded beyond that point in time. I don't want to take a guess.

Mr. Brodinsky asked, is that the exact same issue that was involved in the Anthem case that you just described?

Atty. Small answered, it is going to be as close as you can get. They are different contracts so whether or not the union has an argument on language of the teachers' contract, I think the language is somewhat different. Whether or not they pursue a different argument as to why theirs goes to arbitration and the other one didn't, I am certainly hopeful that the same judge is assigned to this case. They are both pending in New Haven so I think that would be to our advantage, even if the language is distinguishable. The bulk of the argument will be the same but whether or not the union throws in something a little different; there will be different lawyers on the union side.

Mr. Brodinsky replied, I asked you that question to try and get a handle on how you came up with the \$30,000.

Atty. Small answered, what I did and what I usually do this time of the year is, I touch base with all of our outside attorneys and ask. "how we are doing; this is what I am projecting for the end of the year. What are you up too? What do you perceive in terms of workload between now and the end of the year?" This is a result of that discussion. It is possible that we are not going to spend that \$30,000 but with the possibility of 3 or 4 arbitration hearings, plus the normal course, I don't know how much is going to happen in that Anthem/Board of Ed case. I can't give you a number; it is an estimate on my part and hopefully we won't spend it all.

Mr. Brodinsky asked, the 3 or 4 arbitration cases that you have been referring to, is one of those the Board of Ed/Anthem case?

Atty. Small answered, no. That is a separate court case.

Mr. Brodinsky asked, what are the other cases?

Atty. Small answered, there is a couple involving the Police Department; one of them involving the employee who was fired for stealing a generator. It is not positive that that's going to happen by June 30th but there is a possibility that that will be scheduled.

He is grieving his termination. And there are a couple of others; I think they're primarily; I think at least 2 of those are with the Police Department and then there is Rich Rogus; 2 Fire (Dept.); 2 Sewer and Water. It is not for certain that they would end up being scheduled but there is a potential for that to happen.

Mr. Brodinsky stated, I have some discomfort in approving the transfer. I would hope when a sophisticated client asks the lawyer, I hope we ask the attorneys before we get into a legal spat, if this goes all the way to litigation, what may it cost us? I don't know if we do that and I don't know if we then weigh the economic benefit of a favorable result against our cost. Do we do that as a matter of course?

Atty. Small answered, we do do that. Terry (Sullivan) is involved with Dennis (Atty. Ciccarillo) on a more consistent day to day basis but the bills come to me and discussions do occur with me on various cases. I am not going to say every case. I do give my two cents, sometimes ten cents or a quarter's worth and the cost is something that is not irrelevant and a judgment is made. I don't just watch everything go by and say, "oh, gee, that's o.k." I do have my own questions about things but it is not going to be on every single case. I do trust Terry to handle those matters.

Mr. Brodinsky replied, the reason why I ask, Tom Myers says from time to time that a transfer of funds is like a housekeeping detail and Henry McCully was here and asked for overtime pay because we can't stop the snow from falling, we have to pick it up off the road but litigation is a little different matter. To some degree we can control our own destiny and if we are forced to live within a litigation budget, sometimes we find ways of doing that rather than persisting with litigation. We find ways of smoothing things over so it doesn't cost us as much. However, if there is a perception that there's an open-ended amount, then maybe we get into a culture where engaging in litigation regardless of the practical consequences becomes the way we do things, even though it makes no economic sense.

Atty. Small interjected, I have never given anyone the perception that I have an open checkbook. To the contrary, and I think they would all attest to that fact.

Mr. Brodinsky replied, that wasn't directed at you; it was directed at us because we are the ones that you are coming to for another \$30,000 and we could say yes or we could say no. If we say no, then perhaps we have to live within a certain amount of money and we find ways to get things resolved and it is no secret, I guess, that there have been a couple of cases in the past that were litigated to the hilt over a very small amount or a result that really wasn't worth the expense, at least in my opinion. That is only in my opinion. Nevertheless, if there is a willingness without any questions asked, or without any challenge to throw more money at litigation, I am just concerned that the trend will be to engage in more litigation without regard to the practical consequences. We have

seen some things in the past, I have, that I don't think was litigation money wisely spent. That is why I asked you what is coming up. You gave me some generalities and I have no idea if those cases are worth litigating. They could be like the funeral leave case which is a waste of money. They could be, in my opinion, like the Baker case which was a waste of money, I have no idea. I am not going to ask you about those now but that's what concerns me.

Atty. Small answered, just from going over the past history, I haven't come back here year after year asking for more money for labor services. Frankly, I was quite surprised as to how well we have come into budget. Frankly, at budget time I don't guarantee that this is going to be the amount that I need. I think that I have been pretty honest with the Council when we discuss this, both in terms of lawyer's fees and also in terms of the claims account. I am not like a department that buys a truck and then decides not to buy a truck. I have got litigation that I don't necessarily start it. Yes, sometimes those can be negotiated and we can make a decision whether or not to cut costs and not proceed with something but I am, most of the time, on the defensive end of those litigation matters and some of those things are driven by the other side, not necessarily by our side. I really, frankly, think we have done a very good job. We do keep tabs on it. You view those matters to have been a waste of money but I, the Personnel Director, the department head and others would disagree with you quite strongly that those matters were, in fact, quite important. You can have a difference in opinion of it and I have no problem with anyone asking me questions about them. I think you absolutely have the right to do so. It's the Town's money and it is your decision to make. The fact that we are having this discussion about it is totally appropriate. I don't have any problem with that.

Mr. Brodinsky stated, I am not going to ask you about the merits of each case, I don't think this is really the forum in which to do it. I think what I see my role as, in looking back at recent history, what has happened recently, the recent past, and to see if we spend our litigation money wisely. In my opinion, in many instances we have not. I think a request at this point of \$30,000 may be sending the wrong message, it may be more than you need. If it was pared back to something much less than that, maybe I would go for it. I just have to send some sort of signal that I have been sort of unhappy as to how we spend our litigation money. Again, those three cases that I mentioned, I know we have a difference of opinion but it is my vote.

Atty. Small answered, we will disagree on those cases, but I have had discussions in worker comp. cases lately asking, "why do we want to pursue this? Why would we be doing that? How much is it going to cost? Gee, I don't know why this is worth pursuing." So the Risk Manager and I have a debate about it and we talk about it; is there something beyond this issue? Is this as big a deal as we think it is? And he has had to justify it to me. I think my office has done fairly well doing that. I know you

take exception to particular cases. That's why we have nine opinions and a few more opinions on top of that.

Mr. Brodinsky stated, I am going to vote no on this for one of the reasons that I just want to increase the scrutiny that all branches of the administration bring to the viewing of various cases that are heading towards litigation. One question, in my opinion, ought to be, can this be smoothed over without going to litigation and incurring costs? Is there a way of doing that? Is there a way of principal compromise which protects each party's interest? I know you are going to tell me, "we always do that and we have this gentlemanly disagreement about that." But I hope there is an increased emphasis on resolving things without going to litigation if it could possibly be done. As we see it is costing us money and the percentage increase is a lot of money.

Mr. Toman stated, to follow upon the comment that you receive all of the bills from these outside legal services and sources that are done for us and you said you add your two cents, which I am sure what you meant was that you scrutinize the billing?

Atty. Small added, and I also talk to them about various cases.

Mr. Toman continued, so you, up until this point, you are satisfied that we're getting billed fairly and accurately? You don't have a problem on that score with them?

Atty. Small answered, no, otherwise I would take it up with them.

Ms. Doherty asked, has there been an exceptional amount of grievances? Or is this contractual negotiations?

Atty. Small answered, this is primarily grievance issues. I don't know, percentage-wise if there is a greater number. These involve full hearings which tend to cost more money so I don't know, Terry, if we have been getting more. A lot of them, by the time they track through the system, they could actually be around for a while before they are actually heard. I haven't noticed a great increase but I think Terry would better speak to that than I.

Terence Sullivan, Personnel Director stated, generally, I get at my step anywhere between 35 and 50 grievances a year. It is the very small minority of grievances that make it way to arbitration to an actual formal hearing. The parties do try, I think on both sides, to resolve through settlement. Sometimes there are outright withdrawals; many times there are settlements in the hallway. We try to do that at my step before we get any further. There have been times when I have overturned actions by department heads because I hear a case and I go with who I think has won my vote that day. We do try hard here, in Town Hall, to resolve them. Sometimes it is not to the satisfaction of

the grievant but that is the way it goes. It is really a small minority that actually get up to Wethersfield. I dealt with 275 grievances since I have been here and we have had maybe 40 formal hearings, if that.

Ms. Doherty stated, I think one thing you have to remember in whether it be grievances or handling negotiations is, that you have to consider that you may be setting a precedent in that whether it may be costing a lot of money for whether it be litigation, formal hearings and whatever, in the long run it is worth it.

Mr. Knight stated, I will take a minute to explain why I am going to support this motion. One; I've been here for 9+ years and I can't tell you how many executive sessions and other times in front of the general public that we have discussed labor matters. I think, by and large, the numbers speak very positively to the response that we've gotten and the production that we have gotten from our labor attorneys and personnel director. Labor is, I think, one of the most interesting areas of town government. I may be one of the few people up here that has extensive experience managing in a collective bargaining environment. It is fraught with challenges, not the least of which is that everything that you do as a manager can be added to a contract through a clause as "past practice." I suspect that past practice was established in most labor contracts in an effort to ensure that an employer is fair with every employee in his or her dealings with that employee. The result, however, is quite different. Past practice has resulted in an employer not being able to treat any case on its own, without establishing forever and always a benefit to any other employee in the future with similar circumstances. I am giving you this background because it is important to understand that sometimes we go into these arbitrations, sometimes we go into court, sometimes we go into these labor disputes and, on the face of them, they look like very small amounts. I mean, how could we spend \$5,000 arguing about whether somebody should have an extra funeral leave day off or not? But labor is different than everything else because once you have established it for one person, that will necessarily become part of a contract forever more. That is the way the system works. Never, in no other facet of Town government, does the phrase, "hindsight is crystal clear" apply more than when the Town goes and pursues an arbitration and loses. Once the Town loses, everybody looks and says, "we should have been able to see that in the first place." But that, again, arbitration is not a science and, therefore, you cannot see into the future. But what you can see, and what I think the personnel director sees and what I think Janis (Small) sees, is that the long term results of some of these seemingly insignificant grievances can bring true economic costs to the Town; high economic costs over the long term. So I am going to support this because I think that we do deal with the fifteen unions with respect and professionalism. I think that the money that we spend in this way is well-spent and I think that both parties understand that.

Mr. Brodinsky asked Mr. Sullivan, isn't it true that if we want to resolve a grievance or something akin to a grievance, without going to litigation, without setting a precedent, that that can be done with a letter or a side agreement saying, the way this is resolved is that it will not establish a precedent in any similar case?

Mr. Sullivan answered, it can be if both parties agree to it and sign off on it. At times it is not as simple as that.

Mr. Brodinsky replied, very often they're complicated but I just want to bring that out; precedent setting isn't necessarily the end result of this because if we are imaginative and flexible and if we want to avoid litigation, we can encourage these letters to solve problems and save money. We can do that.

Atty. Small answered, we did do that once, several years ago, and they still used that issue against us in a later matter. It was actually considered because I think it was a federal case, Scott Karston handled it, I don't what it was. Maybe it was before your time. We were actually going to counter-claim because we did work out an agreement, we did agree that it wouldn't have any precedent, would not be used as a past practice but yet, here it came out, again, in another incident where they attempted to do that. I don't know if we actually did counter-claim. Yes, you can do that but sometimes it just doesn't work.

Mr. Brodinsky replied, your point, I hope, is not that we no longer try to do that?

Atty. Small answered, no, it is not. It is just that it is not as simple as sometimes you may think.

Mr. Brodinsky replied, it was the comments by Mr. Knight that I was addressing. There are ways of resolving things without setting a precedent and we talked about precedential value; we have to look at the individual case and in the funeral leave case, we have to figure out how many employees have step-parents that are going to want to use, if there is a death of a step-parent, are going to want to use a funeral leave clause. Now we have to analyze that and if we have a wide population of employees that have step-parents then the precedential value becomes important. But, as a matter of common sense, if we find that this is not a big problem, now we have spent over \$6,000 for something that is much larger than the problem and it would be perfect for a compromise letter. We didn't do that, we litigated it to the hilt. That was just an example to sort of counteract some comments that were made.

Atty. Small explained, the worrisome precedent in that case is not necessarily just looking at the step parent. It is that the arbitrator added something to a contract...

Mr. Brodinsky interjected, except the judge disagreed with you. That's the problem, the judge arbitrator did.

Atty. Small answered, it's true. It is difficult to convince a judge to change that. But it is a very important principal in labor law and we had in another case, the arbitrator, in fact, ruled in our favor for that very same reason and it wasn't in the agreement, you can't add to it.

Mr. Brodinsky replied, but here is what happened; we litigated and we lost and we set a precedent, exactly the kind she didn't want to set but the judge held against the Town and held that the arbitrators were not acting improperly by interpreting funeral leave the way they did. It can backfire. Litigation can backfire. You can lose.

Atty. Small answered, it didn't backfire, we didn't win. I mean that is not a backfire and that is not us setting precedent, that's the court not ruling in our favor. We have all been in this business long enough to know that we can be right and not win. We have all been here; even you have been here long enough to know that.

Mr. Parisi asked Mr. Sullivan, have you negotiated any of these side agreements in your time in Wallingford?

Mr. Sullivan answered, all the time and both sides generally are willing to do that. Sometimes it takes a while to get to that point. Just the other day we had a grievance at step 3 and rather than rush to judgment, I offered a settlement that is being chewed on right now by the union and I should get a response next week.

Mr. Parisi asked, with a non-precedent feature attached to it?

Mr. Sullivan answered, frequently, but there are times when the union wants to hold on to the possibility of using it again and, frankly, there are times when the Town wants to hang on to the possibility. It is not as cut and dry as it may seem.

Mayor Dickinson stated, some of these cases are grievances associated with discipline and that is a situation where the issue of precedent isn't as great as the effort to make sure that the conduct or behavior or the objectionable activity does not continue. It is not something that you can say that it won't stand for any precedent, it is a question of whether the person who has been disciplined is willing to accept that discipline and that is where the grievance comes in, they won't accept the discipline and then it goes through the route that, ultimately, it does cost the Town money but, obviously, we have a responsibility to see that the duties of the position that the person involved in the case is attending to the functions and duties that they were hired to perform. Where that doesn't occur, discipline has to be part of the equation and for us to say, "no, that's o.k.,

there will be no discipline because a grievance is filed” would be inappropriate, especially where it is a serious activity that is not in the interest of the town.

Mr. Parisi stated, on the case that was being discussed, my understanding is that it was part of the contract that that request not be granted; funeral leave.

Mayor Dickinson replied, that case was not a discipline issue, that was a request for a benefit that the belief was that it was not in the contract. But some of the other cases we’re are talking about in terms of the cost this year involve discipline, where the discipline is not accepted by the employee.

Pasquale Melillo, 15 Haller Place, Yalesville stated that he used to be president of a local union and had a lot of experience with management lawyers and labor lawyers. It was his experience that 98% of grievances were able to be settled without going to arbitration. Past practice had very little effect on the vast majority of them. Each grievance was specifically geared and related to by both management and labor. Everything was very specific. Is this request for one labor lawyer or more than one?

Atty. Small answered, one lawyer.

Mr. Melillo stated, the way this is geared, no matter how many cases come up, it is only going to cost the Town a maximum of \$30,000?

Atty. Small answered, no, he is going to bill hourly and it is estimated that that is all we will need between now and the end of the fiscal year.

Mr. Melillo stated, it is conceivable that we are going to need a lot more money.

Atty. Small answered, I have no reason to believe that. It could be less.

Mr. Melillo stated, from my experience, when it came to grievances, management and labor did dig in together in a lot of ways where both union and management wanted to resolve these grievances without going to arbitration.

Atty. Small stated, I think Terry indicated that he does resolve a lot of them prior to even getting the attorney involved.

VOTE: Brodinsky, Vumbaco & Farrell, no; all others, aye; motion duly carried.

ITEM #9 Executive Session Pursuant to Section 1-200(6)(D) of the CT. General Statutes with Respect to the Purchase, Sale and/or Leasing of Property – Mayor

Motion was made by Mr. Knight to Enter Into Executive Session, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

The council entered into executive session at 7:35 P.M. Present in executive session were all councilors, Mayor Dickinson and Atty. Small.

Motion was made by Mr. Knight to exit the executive session, seconded by Mr. Farrell.

VOTE: All ayes; motion duly carried.

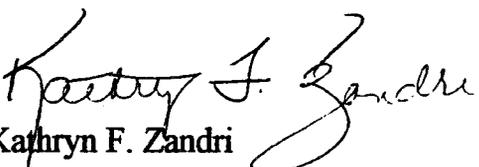
The council exited executive session at 7:54 P.M.

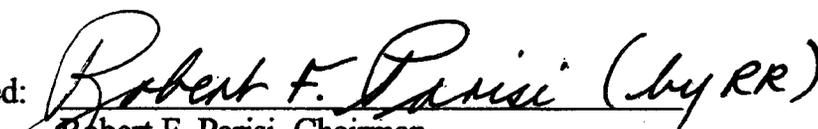
Motion was made by Mr. Farrell to Adjourn the Meeting, seconded by Ms. Papale.

VOTE: All ayes; motion duly carried.

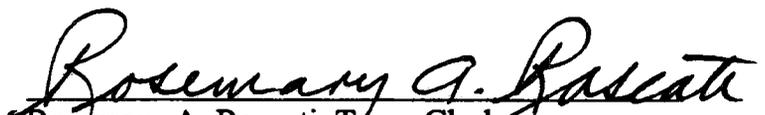
There being no further business, the meeting adjourned at 7:54 P.M.

Meeting recorded and transcribed by:


Kathryn F. Zandri
Town Council Secretary

Approved:  (by RR)
Robert F. Parisi, Chairman

3-12-03
Date


Rosemary A. Rascati, Town Clerk

GENERAL MANAGER-ELECTRIC
Town of Wallingford

TITLE: GENERAL MANAGER-ELECTRIC

GENERAL DESCRIPTION:

This is very responsible public utility executive work involving direction of the electric division of the Wallingford public utilities operations.

Work involves responsibility for planning, directing, coordinating the activities for the effective and efficient operation of the municipality's Electric Division. Duties include monitoring and directing the daily activities of the Electric Division, coordinating budget preparation, determining operational needs, evaluating personnel and level of service and responding to customer questions and complaints. This position also has the responsibility for making very difficult utility executive decisions. The work requires that the employee have thorough knowledge in all phases of electric utility management and operations.

SUPERVISION RECEIVED:

Works under the administrative direction of the Director of Public Utilities.

EXAMPLES OF DUTIES:

Plans and directs the goals, objective and operations of the Electric Division.

Analyzes information of related to the effectiveness and efficiency of the division and determines operating policies and procedures and recommends administrative and governing policies of the Electric Division. Oversees report preparations.

Evaluates long-term planning needs and recommends capital projects, directs engineering studies and proposes to the Director of Public Utilities and the Public Utility Commission policies and regulations in order to meet the future needs of the community.

Reviews technical plans and specifications of capital and maintenance projects and new construction.

Oversees operating and capital budget development and presents budget requests. Controls the division expenditures within fund allocations. Represents the division at Town Council meetings relating to transfer or bid waivers or other general business. Negotiates with consultants regarding fees. Participates in the review of electric charges and rates. Represents the Electric Division at Planning & Zoning and other town meetings.

Counsels employees and directs training. Administers union contract language and discipline. Appoints job candidates from certified lists. Approves employee performance and recommends classifications. Assures safe work practices.

Coordinates the Electric Division goal objectives as a member of the top management team. Coordinates with other utilities and town departments, consultants, developers, state agencies, Town Council and customers.

Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Draft 2/4/03