

# TOWN OF WILLINGTON

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## BOARD OF SELECTMEN Special Meeting Minutes

Board of Selectmen  
40 Old Farms Road  
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[www.willingtonct.org](http://www.willingtonct.org)

Town Office Building  
Lower Level Conference Room

March 9, 2018  
7:30 P.M.

First Selectwoman Wiecenski called the meeting to order at 2:04 PM with the following in attendance: Selectwoman Makuch, Selectman Blessington, the Town Attorney and residents.

### A. Discussion regarding Town layoff procedure/protocol

First Selectwoman Wiecenski presented a copy of a memorandum drafted by the Town Attorney in regards to the recent lay off. The Selectmen took a moment to read it. The memo was copied for the residents in attendance as requested.

First Selectwoman Wiecenski noted that the question was if the First Selectman has authority to lay someone off and how the process was handled. She stated that she still stands by the process we went through; noting she followed the legal steps, following the Collective Bargaining Unit and with the Union.

Selectman Blessington read a portion of the memo, which states "The First Selectman has the authority to lay off a member of the Town's collective bargaining unit. Such authority was explicitly granted to the First Selectman by the Board of Selectmen through the Board's ratification of the current Working Agreement..... There are no provision in this Agreement that shall be deemed to limit or curtail the town in any way in the exercise of the rights, powers and authority which the Town had prior to this time unless, and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers and authority.... Selectman Blessington referenced where it says "The Town" -- he does not see how that grants this to the First Selectman, but rather the Board of Selectmen or Town Meeting for that matter. Attorney O'Donnell clarified that the First Selectman is the Chief Executive Officer of the Town; and their duty is to execute the Bargaining Agreement; unless that power is reverted elsewhere. By affording the town the ability to conduct a layoff, or to anything else that is enumerated in the contract, unless it is expressed towards the board (such as grievance procedure, for example). The First Selectman has power throughout the contract, which does not involve the board. He then clarified that the Personnel Policy is a helpful guide that can be amended by the Town, as it sees fit, but the CBA supersedes the Personnel Policy.

Attorney O'Donnell then clarified that the negotiating committee, who drafted the current CBA (which consisted of several people) put it forward as it is and it was ratified without contest. He then added that he does not believe that there is a strong legal basis for how it was handled. It is one thing to argue over the interpretation of the agreement, but nothing illegal was done.

Selectman Blessington then asked if the Board of Selectmen would be able to overrule the First Selectman in this case? Attorney O'Donnell stated that they could, if they had the votes but then you would have to then get a Memorandum of Agreement signed by the CBA to change the language. Selectman Blessington then asked if the Selectmen would have been able to over-rule the First Selectman, if they knew in advance what she was going to do? Attorney O'Donnell then clarified that you would have to change the contract wording through an MOU. Selectman Blessington then said that he is just talking about this particular instance; the Board of Selectmen should have been involved with this from the beginning and it was completely without his knowledge; not sure if Selectwoman Makuch

knew anything about it. Selectwoman Makuch clarified that she received a notice the same day Selectman Blessington did; so they had a few days' notice of what had happened.

Selectman Blessington then said that he is amazed that the union is giving up a position – they usually don't like to do that.

Attorney O'Donnell assured Selectman Blessington that they did everything properly. A meeting took place with the First Selectwoman, Superintendent, Business Manager, the union Representative, Union President and the employee. They checked every box on the Collective Bargaining Agreement. The Town should not have to worry that anything was done improperly. The union had notice, and representation and the terms of the CBA were followed.

Attorney O'Donnell then asked Selectman Blessington what he would suggest should have been done differently? Selectman Blessington then answered that he would have rather the Board of Selectmen be involved in the first place. Attorney O'Donnell then clarified that it is not specified in the CBA in which Selectman Blessington was one of the negotiators and ratification of that contract. Selectman Blessington was in disagreement. Attorney O'Donnell then referenced Section 3.5 of the contract: *The First Selectman or his/ her designee shall give written notice to the Union and all the employees to be affected by any proposed layoff and reasons therefore at least fourteen (14) calendar days before the effective date thereof.*

First Selectwoman Wiczenski noted that Selectman Blessington had been on the negotiating committee of the Contract; and it was ratified by the Board of Selectmen at the time; the insinuation was not only that she had done something incorrect; but illegal.. Selectwoman Makuch added that not liking the process is not thusly illegal and we can talk about how the process was handled going forward. She then clarified just because you don't like the process does not mean that it is illegal. Attorney O'Donnell added that his job as Town Attorney is to say what is legal and what is not.

Selectman Blessington said Attorney O'Donnell may be right on that, but what about the Executive Session that was held as it violates the rights to the person involved. First Selectwoman Wiczenski clarified that we agreed to go in together and if he didn't believe we were going into Executive Session in the right, she would have hoped he would have said something in the beginning and she clarified it was to discuss a personnel matter, not a person; but the job and the creation around it. She then clarified that she did not suggest going in to discuss a particular employee, but rather to discuss the position.

Selectman Blessington then said he was told he might be getting a call from the individual (which he did); in which he was reminded that he shouldn't discuss what was talked about in Executive Session. First Selectwoman Wiczenski then clarified that is accurate; noting that this has stirred up quite a bit around the building, which makes not a great working environment. She then clarified that it is not for anyone to discuss what was said. Selectman Blessington then said except you held an illegal Executive Session. Attorney O'Donnell then spoke and stated that the issue with the Executive Session was a borderline call to go into, but no votes were taken, nor any material was disseminated. There is nothing to rectify. There is nothing that needs to be made public that was in that meeting. He then cautioned with direct dealing with the former employee – if the Town continues to keep having one on one conversation without dealing with the union could be a liability. Selectman Blessington said had he know what was going on from the get go, he would have felt more comfortable when talking to the former employee because the story he heard was much different.

Attorney O'Donnell then stated there is no reason Selectman Blessington can't be there if this happens again; but to say it is illegal if he is not there. Selectman Blessington then asked what if he says it is wrong. First Selectwoman Wiczenski said that she still stands behind what is accurate and what she had the authority to do. She then said it was very irresponsible of Selectman Blessington to go to several public meetings to say what she did was illegal, just because he didn't like the way it was done. The town did not set out to do anything illegal; we followed the language of the contract. We will need to talk about how we move forward as a board.

Selectman Blessington said he is not sure what relief he can seek but is hopeful we can be more transparent than we were in this instance; but he still stands by what he said.

First Selectwoman Wiecenski then asked Selectman Blessington about the other processes that she handles on a daily basis... should she run everything by the Board of Selectmen? Where should she draw the line? Selectman Blessington then clarified that this is a massive issue; not a miniscule disciplinary issue. First Selectwoman Wiecenski then asked if she should have made up an agenda so the entire staff of employees would be worried? Selectman Blessington said yes. Resident John Patton stated that is how you are supposed to do it.

Selectwoman Makuch stated that legally we are hearing that is not how you are supposed to handle a situation like this (regarding a lay off). She added that she was in agreement with Selectman Blessington that she was hopeful that they would have heard something sooner, but now she is in disagreement; as Selectman Blessington keeps going back to the point of legality versus illegality. First Selectwoman Wiecenski was voted in as the First Selectman, who works here full time and has roles and responsibilities that we do not have; whereas we (Selectmen) are only here a few hours here and there. If you want to discuss how we as a Board should handle things moving forward – perhaps lay out a list of what we want to be involved in moving forward, then we can do so at one of our meetings. We are spending a lot of time on an issue that has been clearly defined to us; which is not a legal issue.

First Selectwoman Wiecenski then added that she is not trying to undermine the job description as the First Selectman; she believes she had the right to follow the steps and it was the best move for the Town and for the people who work in the town. By having such discussions in an open meeting and then handing someone a layoff notice isn't the best practice, in her opinion. Selectman Blessington stated that he is in disagreement with the way it was handled, as he feel it was done poorly; but he will stop using the word illegal and we will leave it here.

First Selectwoman Wiecenski then noted that the other issue was asked if she could legally create a position, and found in the union contract, that she was indeed able to do so; but that is all there is, - just a position. The funding of the position, however must come from the Board of Selectmen; who voted on it at the February 20<sup>th</sup> meeting. She then reiterated that the other job had to be eliminated first before the new job was created. The budget that was voted on showed the one position for the Account Analyst (one position with benefits) at a lower rate than two part time Associates. Selectman Blessington noted the Selectmen were hit at the last minute with the changes asking them to change it that night; and he understands it is not illegal, but he questions the procedure. First Selectwoman Wiecenski noted that is a valid discussion.

Selectman Blessington then asked who is doing the work in the Finance Office, since we are down a few people? Business Manager Donna Latincsics stated that the Finance Department employee and the Associates (Tax Office Assistant and Town Clerk Assistant) from upstairs who are in the union are helping out.

The job posting closed on Tuesday, March 6<sup>th</sup>.

Selectman Blessington stated that the Town Attorney has given his blessing so we will move on. First Selectwoman Wiecenski noted that we have held off with moving forward with filling the position. The Selectmen will discuss at the next meeting on March 19<sup>th</sup> (unless they decide to hold a special meeting before hand) to resume with the vacancy.

First Selectwoman Wiecenski moved to adjourn the meeting at 2:44 PM

Selectman Blessington seconded the motion.

Vote: 3 Yes (Wiecenski, Makuch & Blessington) 0 No.

Respectfully Submitted:

*Robin Campbell*

Recording Secretary

TOWN OF WILLINGTON, CT

Received for record March 15, 2018

At 1:30pm Shay B. Fawcett