

Minutes, (App. 27 May)

Selectmen's Meeting - Employee Agreement - Thursday 5/21 @ 6:06 PM

Going Over the Employee Agreement:

Foley: Mark-Ups on a State Website- This was a good starting place for the guide.

DC: Section One - determining if anything should be discussed or added

Foley: Here's a negotiation for some changes; similar document. Highlighted Revisions, Underline Component in the First Paragraph under 1) Employment. Timing may be an Issue; was just reelected though may have to step down as he's looking for other employment.

Also in the midst of finishing business with Medicare; expects within 60 days they'll have rectification over; my staff will take over; (he now does this six days a week), though I will let my staff run the place; though I still have ownership.

PM - You contemplate moving closer to Dighton.. That was very considerable as many towns do not have an administrator or lives in or around the community.

Foley - thought process now since they cable/broadcast all meetings; they can just turn on the cable and see where he is.

PM - Being a selectman in another town it doesn't hurt either Dighton or Brewster, MA, that experience in one will be an enhancement for his work in the other.

Foley: I don't mind leaving my post if I must at Brewster to be the administrator here.

DC - Flip side as far a business is concerned; why do you feel you'd have to sell it?

Foley: If the wording in the agreement "to remain the exclusive employ of the town... Answer is probably yes (will have to talk to attorney)

MT - I don't believe you'd have to sell your business

PM - A few more minutes on the business component; Town Administrator position will have time where you (Foley) feel morally entitled to come to Dighton to respond for whatever reason; I'd expect active management of a business would be affected though I think a lawyer could arrange that you could preserve your interest in what you've built

DC - All I could picture (don't take this negative) what happens after 2 years if you don't like the administrator position?

Foley - I've thought about it but I've worked long enough to know that I could walk away from it (his business) I made the decision and the world knew about it thanks to the internet. Life goes on though I have confidence that my girls can certainly run the business. In the past few months they've picked up the remaining obligations.

PM - Come the first of July and you haven't sold the business and you haven't moved so that you'd have to give up your spot as selectmen, then at that time we may have to formally negotiate what you'd have to let go off.

Foley - I believe this job will require 40+ hours so it would be hard to juggle all those other obligations, therefore I don't mind letting them go in order to devote the necessary time to this occupations.

----- Next Section ----- 2) Salary

TOWN CLERK
DIGHTON, MA

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Foley - we covered Salary quickly but I had a question; would

PM - The negotiation that night was that the increases would be what we settled that night

MT - The increases were actually more

Foley 0 then we can strike that? Yes (unanimous)

---- Next Section ---- 3) Leave/Benefits etc.

Foley - I highlighted the section on carry over about vacation days; wasn't clear so I wanted to see if that was possible.

DC - Original Copy says that all unused vacation time is forfeited unless otherwise approved by the selectmen.

MT - It's the same for everyone else so I assume id be the same here

DC - We cap it for our union officials so that's capped also; we

PM - Where's that put us for this first sentence; max of one week to be carried over....

Foley - Setting this precedent isn't a good idea since i didn't know your current policy.

PM - So we strike it then?

MT - I'd feel uncomfortable changing it over...

PM - (Addresses me) would you grab the Union Contracts?

(At this point Pat Menges reviews the Union Contracts; Unused Vacation up to a week is scratched; a maximum of two weeks can be approved is determined and added to the contract)

New Quote Section Reads: "All vacation time must be used in the year in which it is credited or it shall be forfeited, unless the Board approves the carryover of some or all, up to a maximum of two weeks, of unused vacation time into the subsequent year.

PM - On sick leave - if absent no days its 300\$ if 1 day. its 150...so forth so on, it's an award for attendance

Foley - Percentage differed town to town for 190 I don't think I'll get anywhere near that in a 3 year contract, in the past three years I've only taken 2 days off; I don't take a lot of sick days;.. I'm willing to talk...

DC - What's the sick day 15? 'yes'

MT - The accumulation of unused sick leave is limited 135 days...'

Foley - I'm willing to leave it at that...Then the 190 gets knocked down

PM - I'm waiting for my colleagues...

Mt - I'm just thinking here... I'd be willing 20% for 135...

Foley - and unused sick days upon another agreement will be carried over?

'yes'

*Concluded to approve

Foley - This section came from my Brewster's policy; regards expenses; I'm not sure what those may be; I don't seem to put in for this but I don't know what the expenses would be. I don't remember my own administrator ever putting in for it but my administrator's contract has always had that; if we stuck it, I'm ok.

pm - We have a lot of town events but expenses occur are pretty regular if there were expenses involved you could likely budget them. I have no objection to leaving it in there, ... He might last minute provide i.e. certificate of recognition, I think a phone call to a chairman of the Board would be enough

Foley - Okay so, add 'subject to approval of the board' (Under First Paragraph of "expenses" section" ... Under second Paragraph I think this applies only... leaving as a witness for government... government acts slowly...

There was a point earlier, 'would you rather have mileage or a car, I think I'd rather have 4k for expenses; id need a car but I not willing to jump into a new one...

DC - he's willing to be reimbursed at 4k a year for expenses...

Foley - this eliminates the need for a vehicle...

PM - there was a line in one budget for a vehicle, I've expenses, but I don't know where it 'bit the dust' ... Our budget only allows 480 dollars for instate travel

MT - That won't get you very far.

PM - There was a line for vehicle... where did it go...

DC - We will have to research this one

PM - there will be special town meeting in July, we may just have to find out what happened there, we won't strike it but we'll have to figure out how to fund it.

Foley, the next line ...that the town will provide all costs of any fidelity...and supplemental life insurance policy as required by state law.

---- Section 5Performance

Foley - We've covered Expenses... No problem with 4...on 5 I struck 40 hr. minimum but I think this job will require much more, I don't want to set a limit and leave the second 40 hours arrive.

MT - It probably should be struck; because we can't have an exempt employee be mandated to work 40 hrs... I believe; we'll have to check

PM - well with fair labor standards act; if we take that sentence out of there there's no minimum and the TA doesn't need to be there during all hours the town hall is open. ...

Foley - Remember i serve at request of the board

PM - Yes but I remember that we used to tap dance around the wording; we have a situation that with an exempt employee; that it may be whatever's necessary to accomplish the mission.

MT - If we say scheduled Monday through Friday

Foley - I picture myself alone of Friday...

PM - Come July first you won't be; were going to come to some terms about staffing the building on Friday.

Foley - Maybe we can re-write that sentence...

DC - I think the first sentence is most appropriate...

Foley and the last sentence wraps it up...

PM - a reasonable amount on time..

Foley - I doubt I'll be at the desk every Monday through Friday... I'm advised that the Town Administrators get together on Fridays and discuss the Towns Problems... that's why I thought the one that I scraped... the first and third do a good job of describing the duties. ... Nothing else on six.... I added one sentence under section 7

Foley - Quoting Section 8 - So if I get sued as a town administrator how do I handle the fees... I'm not looking to get sued 8laughs8; Do we have a town attorney, or do we hire a firm

DC- yeah we have a guy, (dean baker?)

PM - ...trident can take over defense of the case... you would be covered by general liability insurance.

Foley - Next section (Under termination #10) there's several... '

MT - So under that last section it's extended from 3 to 6 months?

Foley - yes, most firms allow a year

DC - are you comfortable with that?

PM - Yes a year is typical.

Foley - this was a lot of 'minusha' I think it was very comprehensive

PM - I don't think anything burns a hot coal than...

Foley - do you typically have a fall meeting?

PM - Very unusual but we have a solar company asking for a payment in lieu of taxes agreements; we need permissive legislation..

Foley -seems like a worthwhile approach; our solar is paying all our electric bill and then some. There was an incident with a nest and a fire; some animals dies; we had environmentalists on our back,

PM - I've heard of similar problems,... one place built their own nest..

Foley - So we have 2 to work on... I have no problem if you want to deal with financial part of it next town meeting. ... as far as the other one...

PM - why don't we add in 'according to law (for unexpired term of contract)

Foley - With those changes would u like to submit to counsel so were in good legal standing... to ensure we did things right for taxpayers.

DC - Before I check on the medical insurance plan... the statement above; in the event you're terminated by the town just cause etc... Said payment to be made in the usual and customary time in the way it's handled by payroll...

Foley - yes some towns do it differently.

DC - Then you'd be still under our insurance legally... if for some reason you had nine months left, you'd have that insurance the entire time...

Foley - id be a good idea to get some counsel.. Inevitably someone will ask...

PM - at the begging of June, every month, on first Wednesday we've always had a department head meeting, this third of June will be our last... so in July, first Wednesday you'll be taking commend so to speak of the meeting, ... but in June we should have a draft in progress of a policy manual... it was the consensus of all the experts we've talked to that it was critical that there be in place a policy manual and that the department heads new that all would consult the manual... it will have to be with the provisional that it's a work in progress. ... The manual we've using as a foundation comes from the town of Walpole since it seems extremely comprehensive and is one with a town administrator. ... Lucas has been revising... will produce a final draft... we expect by June third we'll be able to unveil it before the department heads...'

Foley - Let the boards be the arbiters for any changes... June first is the meeting ..should I be there? When and where

Yes

PM - Used to be at high-school, but its dark and cavernous for the number of voters we have, also moderator is averse to using microphones.. Doesn't promote the kind of colloquially we need. ...

Foley - Ill b happy to come sit and attach... I need to learn your issues... there is a state training June second so I plan on taking it, right after the meeting.. Well at some point when we all agree we ought to sit down and have it signed.

PM - IM afraid it will have to be after Tuesday. If you'd like we could do it June 1st... We'll do it then.

Foley - I've given Karin my phone number and she's called several times, confirming this meeting also. She's Wonderful (Unanimous agreement) ... You had mentioned in a previous meeting zoning off a part of the room for a separate desk, I don't need a separate entrance, I've worked many years with other selectmen.

PM it'll be there, whether you use it I your call, but we plan on having a window for some sunlight.

Foley - Good, thank you it's a good start, thank you for your time.

MOTION TO ADJOURN - ADJOURNED

Lucas J. Raymond, Intern

Dean P. Lima
Matt W. Tom

Patrick W. Merges
Clerk of the Board of Selectmen