

Shutesbury Select Board Executive Session Minutes
April 4, 2017 Shutesbury Town Hall

Select Board members present: Mike Vinskey/Chair, Michael DeChiara, and Melissa Makepeace-O'Neil

Staff present: Becky Torres/Town Administrator; Linda Avis Scott/Administrative Secretary

Others present: Police Chief Tom Harding

Vinskey calls the executive session for reason #2/non-union negotiations to order at 7:18pm.

Vinskey: there are two matters at hand: holiday pay and the readiness of the Select Board to approve the contract in its entirety; as salaried personnel, the Chief is set apart from the union personnel. It is Vinskey's understanding, that the Chief is paid a salary no matter the number of hours worked/week regardless of whether a holiday falls within the week; currently, the Chief is paid for a holiday worked; as a salaried employee, the Chief can build his own schedule therefore recommends the paragraph relative to holiday pay be removed from the contract. Torres: MGL statute provides for the Chief to be paid an additional sum for holidays worked therefore holiday pay needs to be articulated in the contract; such language provides clarity for the employee, the Select Board, and payroll staff. DeChiara: based on the 3.21.17 meeting, the statement would included that the position earns 96 holiday hours/year; if the holiday is worked, by statute, the Chief is paid; the point of debate is whether the hours can be carried over and, if unused, a payout is received. DeChiara: by statute, there is pay for holidays worked; recommends removing "If the employee leaves his/her position during the fiscal year, an adjustment will be made in the last paycheck to either repay the Town for unearned leave take or to pay out to the employee vacation time earned but not taken". Per DeChiara there are four points: 96 holiday hours/year; by statute, if a holiday is worked, the employee receives pay; the other two points are for debate: if unused, is there carry over and/or are unused hours paid out at the end of the fiscal years. Harding: if the Chief works any part of the holiday, he is paid for the day and receives a holiday to be used in the future; in the prior contract, the relative statute is cited. All agree to cite the appropriate statute in the contract. DeChiara: the next part of the conversation is whether the unused hours can be carried over and/or paid out at the end of the fiscal year. Vinskey summarizes: the statute will be cited; the Chief starts with 96 holiday hours/year; if worked, he is paid and has a holiday to use in the future; if the Chief does not work on a holiday, the hours are deducted from the 96. Torres reads language: no change in the first two sentences of "Holidays" then "If the chief works any part of a holiday, he/she receives holiday compensation as referenced in MGL 140 Section 9E." This language is agreed to. Torres: the next sentence "This section shall be retroactive to the start of the fiscal year 2017, July 1, 2016". Harding: the proposal is to be paid for unused holiday hours. DeChiara: As written, by June 30th, any unused holiday hours for the current year will be paid out to the employee; confirms, that the Chief is not looking to carry over unused holiday hours to the next fiscal year. DeChiara notes that it is important that the employer ensures staff

take time off. Torres reads the remaining language: “These hours cannot be carried over to the subsequent fiscal year. Any hours not used by June 30th of the current year will be paid out to the employee.” Vinskey: the relative clause in the union contract is a “bad clause” and now a similar “bad clause” is being added to the Chief’s contract. Chief Harding states his need for equity. DeChiara: the equity should be peer to peer. Torres: municipal government safety personnel have a different level of pay and benefits; the union contract will be ready for renewal during the next fiscal year. DeChiara recommends this portion of the contract be reviewed for renewal: “Any hours not used by June 30th of the current year will be paid out”. DeChiara: this section is in effect through June 30, 2018 and renewable by mutual agreement of both parties. Vinskey recommends review of both contracts at the same time. Torres: review of both contracts at the same time may result in collusion. Revisions to “Holidays” are agreed to. Vinskey requests an explanation for the reference to “Strong Chief” in “Duties of the Employee”. Vinskey, regarding “Equipment and Maintenance Allowance”: repair and replacement of uniforms, FY18 should be \$675 and uniform cleaning FY18 should read \$200. Harding notes his minimal use of this benefit. Regarding “Expenses”, Harding explains how he keeps current with the listed organizations and some of the realized benefits. “Performance Review” is done in accordance with the Policy of the Town. Torres: this language captures the policy currently in use. DeChiara: “Strong Chief” is found in Section 97A therefore suggests changing the language to “as described under provisions of MGL Chapter 41 section 97A (Strong Chief) for formulating policies and administering the affairs of the Police Department in all respects, subject to the provisions hereinafter contained.” Vinskey recommends the Select Board review the amended contract during the next meeting. Torres will send the proposed revisions to Town Counsel Donna MacNicol for her review.

At 8:30pm, Vinskey moves to adjourn the executive session and return to open session; motion is seconded by Makepeace-O’Neil. Roll call vote: Vinskey: aye, DeChiara: aye and Makepeace-O’Neil: aye.

Documents and Other Items Used at the Meeting:

1. “Contract Between Town of Shutesbury and Thomas E. Harding, Chief of Police”

Respectfully submitted,
Linda Avis Scott
Administrative Secretary