

Sturbridge Finance Committee
Meeting Minutes
January 22, 2015 ~ Sturbridge Town Hall
7:00pm

Call to Order:

The chairman called the meeting to order at 7:00pm with the following committee members present: Kevin Smith, Chair (KS); Joni Light (JL); Kathy Neal (KN); Mike Serio (MS); Larry Morrison (LM) and Eric Perez (EP). Absent: Alex Athans (AA); Bob Jepson (BJ); and Arnold Wilson (AW)
Guests: Suzanne Kennedy (SK); Barbara Barry (BB); Tom Ford (TF)

The chairman called the meeting to order at 7:00pm and noted that the attendees were invited to discuss and answer questions that the committee had with regard to Article 36.

Transfer Fund Request – 8 Brookfield Road

A reserve fund transfer (RFT) to 8 Brookfield Road Purchase of Services Account (11985-54000) was made by Barbara Barry for \$4,000. This was necessary to pay for oil as the tank was empty. The previous tenant paid in full the oil used for the building and this was not previously budgeted. A recent payment was made in excess of \$700.00 to cover a fill up from Peterson Oil that lasted two weeks. This amount should pay for that fill up plus keep the tank filled through FY15 according to SK.

MS makes motion to approve the transfer of \$4,000. KN seconds to approve. Motion accepted 6-0-0.

Article 36 – Police Department Salaries and Wages Overtime Accounts

KS provided the guests with a list of questions from the committee and asked that the discussion go in order so everything could be disclosed, starting with the general questions first. SK confirmed that all parties knew the contract expired on 6/30/2014, and that there were 6 or 7 strategy meetings held within 4/25/2014 and 7/8/2014 attended by the previous town administrator. She further explained that as a course of practice the union would put forward their needs, and the town provides the union with theirs and this is then negotiated between the TA and the union through these meetings. No BOS member is present in these meetings; rather, the TA would take the discussion points to the BOS for consideration. The chief of police is also not in attendance at these meetings, however, as TF stated, he was in attendance for part of one BOS executive session as a SME (Subject Matter Expert) to the topic. BB commented that the MOU was signed on 7/8/2014 and the BOS voted to ratify the MOU on 8/4/2014 in executive session. Having the MOU retroactive to 7/1/2014, the beginning of the contract year, is standard procedure.

Questions on Article 6.2, BB noted the answer as “no” to both questions.

[Does this permit someone who was reduced in rank for disciplinary or quality reasons to nevertheless receive compensation for the time held at the rank for which that person was found unsuited or unqualified? Does this permit someone with no ambition to rise in rank, and to remain at an entry level to receive compensation for staying power, even at a mediocre performance level?]

LM clarified the next question on Article 6.11 as to what the purpose was intended for with regard to longevity, and if rank was a factor. TF further simplified that seniority is length of service in rank. If an officer is disciplined that action is generally severe enough and it will not affect the longevity bonus. Disciplinary actions often end up with dismissals. SK commented that the longevity bonus is a standard clause in just about every civil contract in the Commonwealth of MA. Then why the need to increase it, asked KS? There was no answer as SK was not the TA at the time involved in the negotiations. LM wanted to know how often these longevity bonuses would be allocated. SK and TF noted that they are

independent from base pay and paid annually. KN asked if non-union employees get longevity bonuses, and it was confirmed that they do not by the guests. Were the families of other town employees, for example DPW, also entitled to benefits outlined in the MOU should they be killed in a trench accident or other catastrophic event while on duty? TF noted that this section of Massachusetts General Law is specific to law enforcement personnel and does not apply to DPW workers.

Moving onto questions around Article 7.4 and the life insurance premium increases, SK stated that the town-employee split is 50%/50% with the town paying half of the cost and the employee paying half of the cost. This is for all town (municipal and school) employees. This language was necessary as it stated a \$10K reimbursement of which the town does not offer. The language had to be corrected with the correct amount of \$5K.

Article 10.8 asks for additional settlements around sick time. Many members voiced opinions around rewards for staying healthy, and why the need to “give” an additional personal day off. TF explained that if an officer used any sick time they would not be eligible for the personal day. He further commented that he didn’t think an additional day off would cause an adverse effect to the budget, and was a good incentive to stay healthy. KS asked if the chief if anyone were to go to work ill would he send that officer home and TF confirmed yes. JL was curious to know if the budget for “sick” time v. the budget for “regular time” was the same and why it was so important from a budgetary perspective to differentiate. BB noted that both days were paid from the same account and were considered regular work days regardless.

Article 15.2 is for the Quinn Bill. KS wanted to know what discussions the BOS have had around the funding and why they continue to fund it at 100% when it no longer exists. Further, he asked what the town would be getting in return for it. KN added that it is an expense to the town and was there any consideration to reduce it now that it’s essentially discontinued. TF could not answer and was not aware of any discussions about it with the BOS. MS feels that it’s not necessarily a bad thing and perhaps having a better educated workforce, such rewards would have a more loyal workforce. TF concurred and went on to say that police would come to Sturbridge because of the benefits offered, and as a result the town tends to attract a higher educated police force.

Article 18.1 and the 3% raise in salary was commented on by SK who went on to say that nobody has a concept of what management and union was thinking to come up with the incremental increases over the course of the contract.

Certification stipends were outlined in Article 18.4. JL asked if certain certifications were mandated and, if so, were they eligible for stipends. TF said he has a list that he prefers to use and the certifications tend to be long term certifications that require additional and/or on-going training to recertify in order to keep the status. MS asked how the stipend was to be paid, in other words in arrears like many others and also if the list of certifications was available. TF noted yes on both questions.

Finally, Article 34 of the MOU outlines the evaluation process. KS asked what specifics on the revisions are being made, and if the parties revised any of the performance evaluation process at all. If so he would like to view it. TF provided copies of the evaluation form and the committee had some discussions around it. MS was curious to know if any consideration was made for a “self-evaluation”. While this has not been incorporated or even considered, TF felt it was a very good idea.

All questions were vetted and KS again asked the TA what the town was getting for in return for this contract. SK was not sure as he was not included in the bargaining unit, but she asked that the committee be careful on their recommendation of this article to the town meeting, as the ratified terms

should be accepted for the town to avoid grievances. Curiously, KS noted that as a taxpayer he strongly feels the residents and taxpaying body deserve to know how this large budget is used to their benefit.

LM moved the motion to accept the article as written for 40,985.00 and \$6,528.00, respectively; MS seconds. Motion accepted 4-2-0 with KN and JL in opposition.

The chair asked the committee if anyone would make a motion to reconsider Article 40 – Transfer of Funds for Recreational Field Design Contract after the town received commentary from a town resident questioning the project and specifically raised concerns on the absence of the habitat assessment.

KN moved the motion to reconsider; JL seconds. Motion accepted to reconsider 5-1-0 with MS in opposition.

KS commented that at the last finance committee meeting, Lynne Girouard explained what the funds would be used for and they were outlined in the article. KN noted that the habitat assessment was not part of the original plan, and if it were found that there would be an adverse effect to the environment, would this stop the design plan? SK noted that the engineering firm hired had no instruction to do a habitat assessment as part of their contract. When it was confirmed necessary the CPC agreed to fund the habitat assessment in the amount of \$3,500.00. This is in addition to the requested \$18,000.00. KS noted that the text box and article does not accurately reflect this detail, and wanted to know exactly what the \$18,000.00 was to cover. The way the article was written it says it includes the habitat assessment. SK did not have those details available. JL noted that it wouldn't be wise to vote some number without knowing exactly what it was going to cover, and if a resident wrote to the town with concerns it should be our concern, too. MS wanted to know if the assessment stopped the project, would this money, if approved by town meeting, be given back? SK clarified that this work was already done and needs to be paid. The \$18,000.00 is what is owed so it will not be given back. SK has information as to the bills received to date, but not sure of the remaining amount. However, the \$18,000.00 will be used to pay the bills received and the overage. LM was curious to know if this could be viewed as an unauthorized cost over-run, and if it involves any change orders. SK was not sure. A fair amount of discussion on the planning, or lack thereof, on the part of the involved parties with regard to the contract execution and validity continued and brought additional questions.

MS moved the motion to accept the article as written; KS seconds. The motion was defeated 2-4-0 with EP, JL, KN, LM in opposition.

LM asked about other options to the article and was curious if it would be fair to consider a vote of No Action to set the stage for a substitute motion at the STM; given that there is a fair amount of details that the committee just does not have to make a prudent recommendation on the amount of money needed. Perhaps a substitute motion would unearth this information. KN felt it should be held until the assessment was done in the spring, but only pay what was outstanding. KS was hoping to get a timeline of what was spent and for what over the course of the project. MS agreed and would like a breakdown of costs.

LM moved the motion to take no action on Article 40; JL seconds. Motion accepted 4-2-0 with EP, MS in opposition.

Old Business

The annual budget is set for Saturday, March 7 at the town hall. KS is scheduling a finance committee meeting the Thursday prior to discuss the budget and air questions to bring to the table.

The clerical position was posted and KS and BB will hopefully be conducting interviews to try to get someone on-board before the Saturday kick off meeting.

KS will be sending out the updated liaisons list.

A motion to adjourn was made by MS; JL seconds. Meeting adjourned at 9.04pm.

/jml