

**TOWN OF WINCHENDON
BOARD OF SELECTMEN EXECUTIVE SESSION MINUTES
MONDAY, NOVEMBER 9, 2015**

**4th Floor Robinson Broadhurst Conference Room
109 Front Street, Winchendon, Mass.**

Present:

Michael Barbaro, Chairman
Barbara Anderson, Vice-Chair
Amy Salter

Bernard Lynch, Acting Town Manager
Linda Daigle, Executive Assistant

Austin Cyganiewicz
Audrey LaBrie

List of Documents Presented at Meeting:

- Draft Working Town Manager Contract (filed)
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EXECUTIVE SESSION:

Exemption No. 2 to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel: Subject: Town Manager

Chairman Barbaro called Executive Session to order at 9:23 p.m.

Acting Town Manager, Bernie Lynch, provided a draft standard model contract laying out functions and duties of the Town Manager. He said the term would be up to them. The draft contract also lays out termination and severance pay. You are able to terminate in accordance with the Charter. The most you will pay in severance pay in this contract is twelve months. You can start this lower but you want to cap this off. The rule of thumb is twelve months. If there is gross misconduct, you identify as such and you would not pay anything.

The salary section lists it for three years but he advised the Board to not necessarily tie themselves down with that right now. He would remove sections B. and C. and add language that would indicate that compensation would be adjusted in years two and three after an evaluation. Chairman Barbaro asked about capping the percentage of increase. Mr. Lynch suggested what they could do was a cost of living of some sort and then performance but to then cap it off. His said they could run into an issue if you give the Town Manager a raise and employees don't get one. His past experience, he would not take the raise to show leadership. That could be a challenge and asking Mr. Hickey what he wants might help. Mr. Lynch was not sure what is standard in New Hampshire. They were not sure if Mr. Hickey needs to give a thirty or sixty day notice.

Hours of work was discussed. Mr. Lynch said the Manager needs to be here fulltime forty hours a week; but there will be times where he might not be right in at 8:00 o'clock for example due to a late meeting the

day before or attending meetings outside of normal business hours. This language reflects that he won't be punching a clock.

Benefits were discussed:

- o Health Insurance is similar to other Town employees.
- o Four weeks' vacation is listed with a cap of what can be carried over. No vacation buyback is in this contract.
- o Fifteen sick days a year which is standard in Winchendon; he will be credited with fifteen days sick leave upon the execution of the contract. Sick days will be allowed to be carried over year to year. There is no sick time buyback.
- o Holidays – Eleven paid holidays are listed in the contract.
- o Bereavement Days - Five days for spouse and children and three for other family member.
- o Three personal days granted annually that do not roll over into the next fiscal year.
- o Jury Duty pay provision.
- o Professional Development – Mr. Lynch encouraged the Board to pay for his membership and highly recommends he attends the International City Management Association (ICMA) and the Massachusetts Municipal Association (MMA). It's a few hundred dollars and worth it to have him be a member to network with people and learn things at the conferences.
- o Dues and Subscriptions for professional membership to the ICMA and the Municipal Managers' Association – A line item with an amount would be specified in the budget. Currently it is \$1,000.00
- o Expenses – Reimbursement of any expenses incurred in the performance of her duties as official representative of the Town, including attendance at civic or social events.
- o Vehicle Allowance – A car would not be provided but an allowance of \$300 per week was discussed with some against the idea at first. Mr. Lynch explained the notion that you don't want your top Manager tracking miles. He said a car allowance is pretty standard in similar size communities. Discussion surrounded around having a separate town car available that stays at Town Hall and available to him if he needs to travel to a town related seminar/event. Selectwoman Salter thought it should be tied into his salary and didn't like the label "Vehicle Allowance" and preferred "Travel Allowance." She also didn't like the idea of having a car sitting here for his needs as the Town would incur the expense of the vehicle including insurance and maintenance. This is a controversial benefit for the citizens. Mr. Lynch would reach out to Mr. Hickey to see what his thoughts were.
- o Indemnification – Mr. Lynch stated this is pretty much standard law that has to be provided. Selectwoman LaBrie asked if it was indemnification for perpetuity as long as it was a Town related issue. Mr. Lynch replied, yes.
- o Non-Renewal of Agreement – Chairman Barbaro questioned the six months non-renewal notification having seen it being as low as three months before. After realizing the time it would take for the search of a replacement, it was agreed to leave it at six months.

Salary was briefly discussed with it noted it was advertised for \$120,000 and currently budgeted for \$117,000. Mr. Lynch said he, along with Chairman Barbaro, would reach out to Mr. Hickey and see what his expectations were. He asked the Board what big questions they had for him. The questions had to do with:

- o Salary
- o Three year contract term
- o Six months versus twelve month severance pay

- o Sixty day notice from him for a voluntary termination of agreement

Another Executive Session was scheduled for November 17th at 6:30 p.m. where an updated contract would be presented. Chairman Barbaro noted that the Town's Attorney from Kopelman and Paige would review the contract. Selectman Cyganiewicz asked about the position of labor counsel, Mirick O'Connell.

Mr. Lynch replied he didn't think Mirick O'Connell was all wrong; the problem was the contract. You want counsel to review the contract and they have a professional obligation then to do so. The contract once negotiated by the two parties was then reviewed by Counsel for the Town's exposure. Mr. Lynch advised that he only used labor counsel for union negotiations. The Manager's agreement is between the Executive Board and the Manager and should be looked at by Town Counsel.

Selectwoman LaBrie moved to close Executive Session; Selectwoman Salter seconded. By roll call vote of all aye, the meeting adjourned into Open Session at 10:10 p.m.

Chairman Barbaro moved to adjourn from Public Session; Selectwoman Anderson seconded. By a vote of all aye, the meeting adjourned at 10:10 p.m.

Respectfully submitted,

Linda Daigle
Executive Assistant