

BOARD OF SELECTMEN EXECUTIVE SESSION

Wednesday March 2, 2022 – 3:30 PM

Richmond Town Hall – 1529 State Road, Richmond, MA 01254

PRESENT: Neal Pilson, Chair; Roger Manzolini, Selectman; Alan Hanson, Selectman; Danielle Fillio, Town Administrator

Neal opened the public meeting and asked for a motion to go to Executive Session to conduct strategy sessions in preparation for negotiation with non-union personnel, Treasurer-Collector, Paul Lisi, as an open meeting may have a detrimental effect on the government's bargaining or litigating position.

Roger moved to move to Executive Session. The motion was seconded by Alan and passed by unanimous roll-call vote; Pilson, aye; Manzolini, aye; Hanson, aye.

Danielle provided the Board members with copies of the employee's performance evaluation. She noted that her evaluation and the employee's self-evaluation differed only in Attendance and Punctuality where the employee scored himself as Satisfactory and Danielle raised the level to "Good."

Roger asked about the process and about the employee's reactions, particularly in the area of his interactions with co-workers and board members. Danielle said that the employee responded with some defensiveness and irritation but said he would work on improving in that area.

Neal asked how long the employee has worked for Richmond and was advised that he has been here for several years.

A discussion of the existing contract: There is one year remaining under the current contract, contingent on the employee's receiving a positive performance evaluation. Neal pointed out that according to Article 1 of the contract, the employee is entitled to a third year under the same contract, subject to a positive performance evaluation. The evaluation has been completed and has been determined to be positive, but no where does the word "positive" appear in it. Who then determines if the requirement has been met?

Roger offered that, in his opinion, the Board makes that decision and felt that somewhere in the written evaluation the words, "overall, the Board of Selectmen view this as a positive review," be added to the document. Danielle agreed that she is giving the employee a positive performance evaluation with the recognition that he needs to work on his communication skills and working with others. That determination should be added to the "Additional Comments" section.

A discussion followed concerning whether the employee might request more than the automatic one-year renewal. Given the concerns with his poor communication skills and his difficulty working with co-workers and board members, it was decided that the one-year renewal currently provided for in the contract will stand.

Danielle then outlined two issues she felt needed the Board's consideration:

Leave the period of employment where it is – which has been decided

Compensation: Does the Board wish to offer the employee the usual 3% raise that most other people will be receiving? This employee has not had an increase in salary in the last two years at his request and in consideration instead of an increase to cover the cost of any increases in his health insurance costs.

After some discussion, Neal noted that he sees the consensus as follows: based on the employee's positive performance review, the year remaining on his contract will be honored, pursuant to the terms of the contract, which the Board will honor. Any discussion of extending the term of the contract will take place at the end of the coming year (June 30, 2023) depending on the performance evaluation of the employee for that period.

If the employee chooses to continue the existing contract at 0% increase (waiving the 3% increase) in favor of an agreement to increase the salary by the amount of increase in the cost of health insurance, the Board will agree to those terms.

At 4:00 PM the employee, Paul Lisi, joined the meeting to conduct contract negotiations.

Roger advised Paul that his performance evaluation was discussed and found it was more positive than his self-evaluation and have determined that he has been given a positive performance evaluation, which satisfies the requirement of the contract, which is now determined to continue in effect.

Paul was advised that under Compensation he has two choices: Either to receive a 3% increase over his current salary and delete the increase contingent on increasing health insurance costs or remain at his current salary with 0% increase (waive the 3%) and retain the paragraph that provides for an increase in the amount of any increase in insurance costs.

Paul responded that, in fact, he is seeking to lower his salary in exchange for reducing the number of hours worked per week. He would be willing to accept a total salary of \$68,000 for working 7 hours per day for the four days he is committed to be here (Mon., Tues., Wed., Fri.), rather than his current schedule of 9 hours per day. He pointed out several areas in which he has been able to increase revenue to the Town through demand fees, tax titles and auctions of seized properties. He has also added \$502,700 of assessed value to the Towns records, resulting in an increase of \$6,400 in taxes received annually.

Roger noted that there is no question that the Board agrees Paul has been doing a very good job and he finds it uncharacteristic for him to be asking for a salary cut.

Paul explained that he is finding the nine-hour days difficult and would prefer to be committed to a seven-hour workday, although he always has and would continue to work to the project rather than to the clock, and stay later when necessary to complete work as needed.

Roger found that to be perfectly acceptable. In response to Paul's concern that at the end of the contract he would be essentially unemployed, Neal said he would be comfortable with including a date into the contract, prior to the end of its term, for an opportunity to discuss a new contract for the following year. Roger offered to sit down with Paul anytime in the future when either he or the Town decide that this agreement is not working to work out a better arrangement.

There being no further discussion, Roger moved that the Executive Session be ended. The motion was seconded by Neal and passed by unanimous roll-call vote; Pilson, aye; Manzolini, aye; Hanson, aye

Once back in Public Session, Neal moved that the extension of the current contract be accepted by the Board of Selectmen with the changes as discussed above (Term: July 1, 2022 – June 30, 2023; Salary: \$68,000 and elimination of the Article 3 #2 providing for increased compensation to cover the cost of increases in health insurance fees; reduction of the Commitment of hours to 7 Hours per each of four days (Mon., Tues., Wed.; Fri.)). Roger seconded the motion, which was adopted by unanimous roll-call vote; Pilson, aye; Manzolini, aye; Hanson, aye.

Signed:

Neal Pilson, Chair