

TOWN OF GILL

MASSACHUSETTS



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SELECTBOARD MEETING MINUTES

March 26, 2012

Minutes of an Executive Session

Present: John Ward, Randy Crochier, and Ann Banash (remote), Selectboard members; Ray Purington, Administrative Assistant; Donna MacNicol, Town Counsel

The executive session convened at 6:12 p.m. in Ray's office. Ann stated that no other person is present at her location, and that no other person is able to hear the discussion.

Donna MacNicol, Town Counsel, reviewed the Police Chief's current contract with the Board, noting that much of the contract still uses language developed 30 years ago by the Police Chief's Association. With respect to contracts, towns may have a contract with their police chief, but are not required to. If there is no contract, the town must give 1 year's notice if the chief is not going to be reappointed. A reappointment could come at any time, with an effective date of July 1, 2012, if the Board so chooses.

With respect to the term of the contract, Donna advised that despite the chief having six successive 3-year contracts, a 1-year contract is legal and would not amount to de facto termination. It was recommended that "Any and all other duties as may be assigned," or similar language, be added as 1.2.Q in the list of Duties.

While most salaried department heads do not get overtime, this contract does allow for it. It is a potential financial liability for the Town, and Donna recommended it be discussed during negotiations, to see if there are ways to cap the OT or limit it to certain types of triggering events.

Paragraph 3.1.B is of great concern, from a legal standpoint. Currently the Town is indemnifying the Chief for criminal actions, which no insurer would ever stand behind. Preferred language would be to indemnify only "as provided in MGL chapter 258, section 9."

On paragraph 3.1.C, Donna stated a preference against contracts that automatically renew, and suggested it simply state that the "Selectboard shall give the Chief 3 months notice of non-reappointment."

In paragraph 3.1.D, it was noted that "just cause" is a very high standard to prove, legally speaking. It is recommended that be changed or removed in future contracts. The minimum of 12 months of severance was also noted as a financial precipice – that no town today could afford to be paying two chiefs' salaries for a year or more.

Paragraph 3.1.E, it was suggested by the Board that they would like to see the 30 days written notice negotiated back to the 90 days that it was in prior contracts.

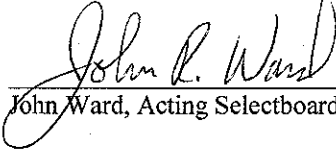
Paragraph 5.1.A should be looked at because if the Chief was disciplined, it would be handled by the Selectboard. Under Gill's current Personnel Policy, there is no entity within the Town that could hear an appeal.

The Board requested Ray to obtain 2 years of data on the Chief's salary, on-call pay, and overtime/call-out pay. In addition, Ray will get two years of detail pay for everyone who has worked in Gill.

As next steps, the Board decided that April should be spent gathering data and prioritizing what is being sought from negotiations. A negotiating session with the Chief is tentatively set for mid- or late-May. Executive sessions will remain on the agenda for the next several regular Selectboard meetings to allow for additional strategy discussions and the sharing of information.

John made a motion, seconded by Ann, to adjourn the executive session. A roll call vote was taken: Ann – aye; Randy – aye; John – aye. Motion carried by unanimous vote. The Board left executive session at 7:13pm and returned to open session.

Minutes respectfully submitted by Ray Purington, Administrative Assistant.



John Ward, Acting Selectboard Clerk