

Electric Light Department
Town of South Hadley

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**MINUTES OF THE MUNICIPAL LIGHT BOARD
SPECIAL MEETING OF
THURSDAY, JANUARY 12, 2017 AT 6:30 P.M.
SHELD CONFERENCE ROOM, 85 MAIN STREET, SO. HADLEY, MA**

Present: Anne Awad, Chair
Vern Blodgett, Vice Chair
John Hine
Kurt Schenker
Gregory Dubreuil, Clerk

The meeting was called to order at 6:23 P.M. by Chair Anne Awad. Chair Awad noted that the purpose of the meeting was to discuss contract negotiation strategy relative to the General Manager's position. A motion made by Kurt Schenker and seconded by John Hine to go into Executive Session to conduct strategy for contract negotiations with nonunion personnel, specifically the candidate for the General Manager's position, because discussing in Open Session may have a detrimental effect on the bargaining position of SHELd; and to not return to Open Session following the Executive Session was voted unanimously by a roll call vote; Schenker-aye, Hine-aye, Dubreuil-aye, Blodgett-aye, Awad-aye.

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MINUTES OF THE MUNICIPAL LIGHT BOARD EXECUTIVE SESSION OF THURSDAY, JANUARY 12, 2017 SHELD CONFERENCE ROOM, 85 MAIN STREET, SO. HADLEY, MA

Present: Anne Awad, Chair
Vern Blodgett, Vice Chair
John Hine
Kurt Schenker
Gregory Dubreuil, Clerk

The Executive Session to conduct strategy for contract negotiations with nonunion personnel, specifically the candidate for the General Manager's position, because discussing in Open Session may have a detrimental effect on the bargaining position of SHELD was called to order at 6:24 P.M. by Chair Anne Awad following the unanimous roll call vote in Open Session.

Chair Awad noted that Vice Chair Blodgett has been very busy and has done a great job handling all the negotiating back and forth with the General Manager candidate Sean Fitzgerald over the past week.

Vice Chair Blodgett noted that he felt negotiations went well and we ended in a good place for both parties. He proceeded to discuss Section 7. B. of the contract pertaining to the vehicle provided to the General Manager. Mr. Dubreuil questioned the vehicle in the final contract because at the Executive Session on January 5, 2017 the Board agreed to allow the business use of a currently owned SHELD pool vehicle and that personal incidental use for commuting back and forth would not be allowed. Vice Chair Blodgett noted that in his negotiations with Mr. Fitzgerald, the vehicle was an item that Mr. Fitzgerald would not give up. Chair Awad informed the other Board members that assignment of a vehicle to the General Manager is common practice with other MLP's. Given the common practice of vehicle assignment at other MLP's, the Board had no objection to assigning a vehicle to the General Manager. Vice Chair Blodgett also reported that he suggested in his negotiations with Mr. Fitzgerald that a current pool vehicle, the 2015 Ford Explorer, could be assigned to Mr. Fitzgerald without the need to purchase a new vehicle. Vice Chair Blodgett reported that Mr. Fitzgerald was amenable. Chair Awad reported that the SHELD markings on the vehicle would need to be removed which may require repainting the vehicle. She also noted the contract requires regular plates. Mr. Schenker said he is not sure regular plates are permissible. It was decided that Mr. Fitzgerald could deal with the registration and license plate issue himself should the contract be approved. There was some concern over the personal incidental use and who the General Manager may have in the vehicle due to insurance and liability purposes. Chair Awad said she would look further into insurance requirements.

There was a question relative to the contract being extended from October 31, 2020 in the draft reviewed the prior week to February 28, 2021 in the current contract. At the previous Executive Session the Board agreed that the contract would terminate on February 28, 2020, three years from its start date. Vice Chair Blodgett reported that Mr. Fitzgerald requested he be on board with the initial term of his contract until at least the end of October, 2020 to complete ten years of service for benefit purposes and requested extending the contract to the following February if a February termination date was to be used. The Board had no issue with the additional year.

The question was also raised relative to the effective date of the annual increases under the contract. At the prior Executive Session the Board agreed that increases should be effective as of January 1 or each year, the beginning of SHELD's fiscal year. Although the annual review date of October each year is noted, the current contract is silent as to the increase date. The Board agreed that having the increase date in the contract is not critical, that the Board could enact the increase as of January 1 of each year consistent with its fiscal year.

The sick time in the contract was also questioned as to its consistency with the SHELD policy. Vice Chair Blodgett reviewed the SHELD policy and reported that there is some difference between the union and non-union personnel in the policy and the sick time in the contract was more restrictive than the union policy and slightly less restrictive than the non-union policy. The Board agreed that provided there was not a material discrepancy between the contract and the policy that the contract could differ. The Board agreed the sick time section of the contract was acceptable.

Chair Awad also noted the vacation time is consistent with the current policy as well in that unlimited carryover is not permissible, only two weeks can carry over in any given year.

Vice Chair Blodgett also reported that in his negotiations with Mr. Fitzgerald any supplemental insurance policies would not be included and Mr. Fitzgerald agreed.

The Professional Development and Licenses section of the contract as it relates to tuition reimbursement was also raised. Vice Chair Blodgett reported that the current policy allows tuition reimbursement at 50% to a maximum of \$500 per year. The current contract reimburses at 90% and has no dollar limit however any reimbursement must be Board approved. The Board had no issue with the tuition reimbursement.

A motion to approve the contract as presented was made by Mr. Dubreuil and seconded by Mr. Hine. Following the motion a discussion ensued as to whether the Board needs to approve the contract in Open Session. All agreed that the contract does need to be discussed and approved in Open Session and a meeting would be scheduled and posted for next Wednesday, January 18, 2017 at 6:30 P.M. in the Select Board room in town hall for that purpose.

Following the discussion a roll call vote was taken to approve the contract on a preliminary basis pending approval at the January 18, 2017 meeting, Schenker-aye, Hine-aye, Dubreuil-aye, Blodgett-aye, Awad-aye.

Adjournment

A motion made by Greg Dubreuil and seconded by Kurt Schenker to adjourn the Executive Session was voted unanimously by a roll call vote; Schenker-aye, Hine-aye, Dubreuil-aye, Blodgett-aye, Awad-aye. The Executive Session adjourned at 7:18 P.M.

Respectfully,

A handwritten signature in black ink, appearing to read 'Greg Dubreuil', written in a cursive style.

Gregory R. Dubreuil, Clerk
Municipal Light Board

Approved: January 26, 2017