

Tuesday, April 2, 2019
Board of Selectmen's Meeting Minutes
EXECUTIVE SESSION
Foxborough Town Hall
Andrew Gala Meeting Room
8:05 p.m.

Members present: Chris Mitchell, Chair
Leah Gibson, Clerk
David Feldman

Members absent: Mark Elfman, Vice Chair
James DeVellis

Others present: William Keegan, Jr., Town Manager
Michael Johns, Assistant Town Manager
Amanda Smith, Community Information Specialist

Minutes generated by Amanda Smith

L. Gibson made a motion to enter into executive session.

Motion to enter Executive Session to discuss strategy with respect to collective bargaining with Library Union where an open meeting may have a detrimental effect on the bargaining position of the public body; and to Review/Approve Executive Session minutes 2/6/18, 6/5/18, 6/20/18, 10/2/18, 10/30/18, 11/27/18, 1/8/19 and 3/5/19 not to reconvene in open session made by L. Gibson, motion made second by D. Feldman

No further discussion

Final Resolution: Motion Carries 3-0-0

Roll Call – L. Gibson – Yes; D. Feldman – Yes; C. Mitchell - Yes

1. Executive Session - To discuss strategy with respect to collective bargaining with Library Union where an open meeting may have a detrimental effect on the bargaining position of the public body;

M. Johns said the Town was negotiating with the Library Union to establish an evaluation process that has not yet been done, update and finalize accurate job descriptions and update language to reflect current laws, including Parental Leave under MGL. M. Johns said the Library Union was looking for more room for growth in their current pay plan to account for senior employees and for expanded language on bereavement leave. M. Johns said the Town participated in the Library Staff Development Day today and briefed the staff on the online evaluation process. Manny Leite, Library Director, said the process has gone very smoothly and that both sides were able to walk away happy. M. Johns said their representative is a tough negotiator and one provision included to close the deal was to pay \$500 one-time payment to all thirteen employees. C. Mitchell asked if that \$500 was a bonus; M. Johns said this payment was to cover additional steps that the Town was not willing to add to their new pay plans as negotiated. M. Johns said the Town wanted the growth of this Union to be consistent with others.

L. Gibson asked M. Leite about the condition that those employees put on an improvement plan, new language, following a less than satisfactory evaluation will receive an increase that is retro back to their anniversary date; suggested the increase begin the date he/she has completed the plan. M. Johns said this was set up following a discussion about the development plan language that outlines steps for the employee to complete as documented. M. Johns said the intent of the Town was to make the increase active as of the completion of the EDP; Town had to give on this in negotiations. D. Feldman said an employee can be put on an improvement or development plan at any time, not just at his/her anniversary date. M. Johns said this was added as part of

the evaluation process that was new to this contract. B. Keegan said it is a developmental tool for everyone as he/she develops in the role. D. Feldman said the cost is lower to invest in the current employee and set them up for success than to hire a new employee. L. Gibson disagrees with the retroactive pay increase language. M. Leite said the word evaluation has given people pause in the past and has worked hard to develop a positive relationship with the Union and representatives. M. Johns said he is happy overall with the contract agreed upon by both sides as presented this evening.

L. Gibson called out language in Section Z. about the average ratings and said there may be a gap in the language; B. Keegan said the language can be reviewed but thinks this was to reflect the two extremes of the average score range. M. Johns said first paragraph in Section Z reflects advancing a step and the second paragraph indicates this score may result in disciplinary action up to and including dismissal. L. Gibson suggested further spelling out the language; B. Keegan said over 3 would get an increase as stated. M. Leite said he would be having conversations with the employee(s) if on a plan to ensure he/she can get to a 3 or above. C. Mitchell suggested changing the language to say “below 3”; B. Keegan concurred. M. Johns suggested using same language from section U to insert into Section Z and asked the BOS if that was acceptable; the BOS agreed.

D. Feldman asked when an employee becomes eligible for the review process; M. Leite said not a requirement to be employed for a year. D. Feldman said if an employee completed a review within six months and then increase a step. B. Keegan said if the employee were hired after January, they would not be eligible for the annual review process but hired before December 31st he/she would be; D. Feldman said that works if up front with the employee. D. Feldman suggested the increase would not be effective until July 1st following the review to get on the schedule with all other employees if he/she is new. M. Johns to clarify this with the Union.

D. Feldman said the language about the one-time payment of \$500 does not give a timeframe for those employees who are eligible; B. Keegan said there are no new employees coming in that would be affected by this language.

M. Leite said the work done to update the job descriptions was a great exercise for himself and for the employees as it opened the discussion for change in roles and reflect what reflects current operations at the Library.

C. Mitchell asked about the bereavement leave regarding out-of-state funerals and if that has always been in the contract; M. Leite said this time would come out of his/her bereavement bank. B. Keegan said this was in response to the request for an increase in bereavement days. M. Johns said language in the bereavement section of the contract was amended to expand the definition of family member, immediate family and non-family members.

2. To discuss strategy with respect to collective bargaining with Foxborough Professional Firefighters Association, Local 2252 where an open meeting may have a detrimental effect on the bargaining position of the public body; and

M. Johns updated the BOS that the Union bargaining team did not agree with the request suggested by the BOS regarding evaluations being tied to pay. B. Keegan said the previous question raised within this contract was if pay was tied to the evaluation. Chief Michael Kelleher said the evaluations are done for all employees in January and for probationary employees and these performance evaluations are just one tool used. Chief Kelleher says the skills of each employee are reviewed by a Third-Party and evaluated as a team with recommendations for performance improvements. Chief Kelleher said the FFD also sends a survey to each patient transported by the FFD and get feedback from that to use to improve. Chief Kelleher summarized steps currently in place to promote and advance employees. C. Mitchell asked if it has always been the case that an underperforming employee would be corrected by the team; Chief Kelleher said yes and that the processes in place to track improvements and to document advancements. B. Keegan said the Town asked the Union if they would be willing to tie pay increase to performance evaluations and the Union said they feared it would have

the opposite effect and not be motivating. Chief Kelleher said the current contract language is more encouraging and documents more than what would be captured in an evaluation; many potential deficiencies would be addressed far sooner than waiting for the evaluation to catch it.

3. To Review/Approve Executive Session minutes 2/6/18, 6/5/18, 6/20/18, 10/2/18, 10/30/18, 11/27/18, 1/8/19 and 3/5/19 not to reconvene in open session

Agenda item postponed to the next executive session.

Motion to adjourn and close Executive Session at 9:12 p.m. made by L. Gibson, motion made second by D. Feldman

No further discussion

Final Resolution: Motion Carries 3-0-0

Roll Call – L. Gibson – Yes; D. Feldman – Yes; C. Mitchell – Yes