

**BOARD OF SELECTMEN EXECUTIVE SESSION**

**Wednesday, December 4, 2019 – 5:00 PM - Richmond Town Hall, 1529 State Road**

**PRESENT:** Mr. Roger Manzolini, Chair; Mr. Neal Pilson, Selectman; Mr. Alan Hanson, Selectman; Ms. Danielle Fillio, Town Administrator; Mr. Paul Lisi, Treasurer/Tax Collector

Mr. Manzolini opened the meeting in regular session. He then moved to go into Executive Session for the purpose of Contract Negotiations with non-union personnel, Paul Lisi, Jr., for the position of Town Treasurer/Collector and to allow Danielle Fillio, the Town Administrator, to participate. The Board will not reconvene in open session. Mr. Hanson seconded the motion, which was adopted by unanimous roll-call vote: Mr. Manzolini, aye; Mr. Alan Hanson, aye; Mr. Neal Pilson, aye.

It was noted for the record that the contract that was being reviewed was the existing contract and the floor was given to Mr. Lisi regarding any requests. Mr. Lisi explained is asking the Select board to approve another three-year contract beginning July 1, 2020. He advised that he is not seeking any additional monies, but would like to convert one week of pay to a week of vacation (to increase his vacation time to four weeks) and if the health insurance cost increases, that increase will be added to his salary to cover the additional cost.

There was a discussion of the Personnel policy and standard procedure and Ms. Fillio pointed out that, as Mr. Lisi is a contractual employee, the personnel policy allows for individual differences in that contract. There was a discussion of what Mr. Lisi’s current salary is, which is \$72,737.00. Mr. Lisi then noted that the current salary number would then have added to it whatever the insurance premium increase would be or nothing if no increase happens as he stated he feels he is well paid for his position here in Town.

The longevity bonus would also apply as Mr. Lisi has seven years in, and it will be paid within the next week.

All other items remain the same with any other changes being made policy-wide resulting in updates to the contract. Ms. Fillio suggested that wherever the contract mentions her position as “Town Manager” should be changed to “Town Administrator” and that discussion of workdays, work week, bereavement issues, holidays, sick leave, etc. should be covered with the phrase, “In accordance with the Personnel Policy.”

Mr. Pilson asked Mr. Lisi to excuse himself from the session for Board discussion. Mr. Lisi left the room. Mr. Pilson voiced his concern about providing an additional three-year contract for Mr. Lisi, which would take him beyond Ms. Fillio’s current agreement. He noted that there have issues that needed to be addressed and as far as he was aware, the last few months have been relatively stable. However, he wondered if the Board would like to consider a two-year extension of the contract or, perhaps, a one-year with a rollover in advance of the second year

and in advance of the third year, which would be automatic unless one of the parties elects not to continue.

Mr. Manzolini noted that he had asked Ms. Fillio about employee appraisals and the possibility of having pay raises connect in some way. Ms. Fillio noted that Mr. Lisi is due for an appraisal however there is not current plan or strategy regarding coordination between employee evaluations with raises. Mr. Manzolini noted that he liked the idea of an automatic renewal, based on a satisfactory report.

Mr. Hanson asked what the thought was behind Mr. Pilson's suggestion for a two-year contract. It was noted that some concerns have been raised among the other employees. Danielle acknowledged that she was aware of some of the concerns and that she has not been here long enough to know the full history of it. She noted that she hadn't had any major concerns with Mr. Lisi and that any concerns she has had, they were able to address together. She also noted that if the Board was not comfortable with a full three-year contract, there were some options that they could do such as an automatic renewal clause. That could be either a two-year initial term with an automatic renewal for a an additional year pending a positive performance evaluation or a one-year contract with two automatic one-year renewal terms, which is still essentially three years, but includes the option, within three months of the end of the contract terms, for either the Town or Mr. Lisi to make changes or end the relationship.

There was a discussion of the relative advantages of the two proposed options. Mr. Manzolini added that at the end of the first year of any contract, the Board should assess the salary relative to Mr. Lisi's performance in his position and his behavior with the option of offering an increase. Mr. Pilson said that there could be an understanding that under either type of contract a salary increase could be provided dependent upon a positive appraisal report at the end of the first term. Ms. Fillio stated that as there is no current system in place regarding salary commensurate with employee evaluations, that should be looked into at a separate time and not put into this contract.

Mr. Hanson suggested that the Board also look at Severance Pay, Ms. Fillio said that the way it is written here is much different that she is used to. What she said was that the usual agreement under Termination or non-renewal of a contract is that the Town agrees to pay a certain amount after the end of the contractual relationship. It was noted that Ms. Fillio would look into other termination clauses and discuss with Town Attorney Goodman.

Mr. Hanson asked what it would take to strike out the reference to Severance Pay. Ms. Fillio added that the language about termination or severance pay across all contractual employees' agreements could simply refer to the Personnel Policy. In Mr. Lisi's contract, the vacation language, the pay language and the term of the contract will be different.

The consensus was that Mr. Lisi should be offered a two-year contract with an automatic renewal for a third year upon a satisfactory annual performance evaluation.

Mr. Lisi was invited to rejoin the Executive Session. Mr. Manzolini outlined what the Board had agreed upon for his contract: The pay would be agreed upon for the length of the contract, which will be two years, with an automatic renewal for the third year, based on performance. The Board will agree to the additional vacation week and will work out the salary as the current \$72,737.00 plus the increase to cover the insurance premium increase.

Mr. Manzolini advised Mr. Lisi about the changes the Board is planning to make to all employment contracts so that they follow the personnel policy being developed, particularly in regard to the Severance Policy. Ms. Fillio explained what the difference was between the way the contract was currently worded and what she is more used to seeing and would like to change to. Mr. Manzolini noted that the change may be minimal and might not create a big difference at all. If there is a big difference, Mr. Manzolini offered to discuss it with Mr. Lisi before anything was finalized. The basic effort is to look at all of the various paragraphs and make them consistent with the yet-to-be approved Personnel Policy and Mr. Lisi will be a party to that process.

There was a discussion of how Performance Evaluations would be done and what the Board's expectation of Mr. Lisi would be.

There being no further business before the Board, Mr. Manzolini moved that the Executive Session be closed. Mr. Pilson seconded the motion, which was passed by unanimous roll-call vote: Mr. Manzolini, aye, Mr. Pilson, aye, Mr. Hanson, aye.

The Executive Session was adjourned at 5:46 PM.

Signed:

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Mr. Roger Manzolini

Chair of the Board of Selectmen