



TOWN OF NORTON  
BOARD OF SELECTMEN  
MUNICIPAL CENTER,  
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**Board of Selectmen  
Meeting Minutes  
EXECUTIVE SESSION  
January 10, 2019**

**1. CALL TO ORDER**

The January 10, 2019 Executive Session of the Board of Selectmen was called to order by Mr. Kimball, Chairman, at 6:00 P.M., held in the Norton Middle School (7 White Wing Staff Room).

- a. **ROLL CALL:** Mr. Robert W. Kimball, Jr., Chairman; Mr. Robert S. Salvo, Sr., and Ms. Mary Steele were present. Also in attendance was Mr. Luke Grant of the Water/Sewer Department.

Mr. Kimball mentioned that they got information from their attorney, Attorney Joseph S. Fair, regarding the issue at hand. Attorney Fair stated in his e-mail that he would not recommend the Town getting involved with whether or not the other union members are in agreement with or even aware of the proposal because it would be considered unfair labor practices. Attorney Fair further stated that he would recommend the Board of Selectmen not get involved with having the other union members signing anything waiving their right to similar compensation because such acts could be viewed by the union as an effort by the Town to circumvent and undermine the authority of the designated representatives in this matter and therefore bargaining in bad faith within the meaning of G.L. c. 150E.

Mr. Kimball addressed Attorney Fair's finding as far as setting a precedent for the other unions/union members. He stated that with the inclusion of language in the MOA that the agreement is "without precedent or prejudice" and whether it would be legally binding, he stated that in short it would be binding in his opinion, but only as it relates to SENA-B and possibly Rose Melito if drafted appropriately. In other words, it would only be binding to the members entering into it.

Attorney Fair's e-mail went on to explain that if an employee works over 40 hours, that employee has to either be paid in overtime or get compensation time. If she is given anything other than this, she could come back in the future for the overtime plus attorney's fees and costs.

Attorney Fair said that if she is regularly attending the meetings at about 4 hours/week then she could have that made as part of her "regular compensation" and then that additional compensation can be put towards retirement. Mr. Kimball explained that that recommendation from the attorney is to not grant the stipend, but have the Town Manager write a letter to Bristol County Retirement stating that this additional pay should be part of her contributable funds towards retirement.

Ms. Steele expressed her opinion that this would be good for both the Town and for Ms. Melito; this way she gets what she wants and the Town isn't liable for anything. Mr. Salvo questioned if this will be retroactive and Mr. Kimball stated this was correct. Mr. Kimball explained that it would be retroactive as far back as ten years and will go back three years [the top three years] once she does retire and this will all be contributable towards her retirement.

Mr. Kimball explained that from the summary that was provided by Attorney Fair, the Board of Selectmen could not grant the stipend.

Mr. Grant replied that they are not looking to do anything outside of the guidelines. He expressed that he just felt it was an injustice to Ms. Melito because in his mind the term overtime means something that is done on occasion, but in the case of what Ms. Melito has been doing, the meetings and taking of the minutes is a planned and repetitive occurrence. He concluded that attending the meetings and taking the minutes is more of requirement for her as part of her job, and he was really just trying to get her what she has earned.

Mr. Kimball emphasized that the Selectmen have to be careful because they don't want to put the Town at risk. Ms. Steele in turn expressed her concern of Ms. Melito thinking the Selectmen do not value her and the thirty years she has served the Town, but realistically their hands are tied and they simply cannot grant the stipend as confirmed by counsel.

Mr. Grant stated that he understood completely what the attorney said as far as the unions go. He then clarified that it sounds like they will have the support of the Board of Selectmen and the Town Manager in going to the retirement board to grant this.

Mr. Kimball replied that based on the opinion of town counsel that a letter should be sent to Bristol County Retirement to take into consideration her doing this work in her position that was mandated for years and the Selectmen and Town Manager would support this being part of her base salary that should go towards her retirement. Mr. Kimball emphasized that they are only making a recommendation not binding anything.

**MOTION was made by Ms. Steele to deny the request for the stipend for Rose Melito based on the information from town counsel. Seconded by Mr. Salvo. Vote: Unanimous. MOTION CARRIES.**

**MOTION was made by Ms. Steele to have the Town Manager send a letter on behalf of the Board of Selectmen to the Bristol County Retirement Board explaining that the position of Rose Melito mandated that the position work 40 hours plus overtime as the Recording Secretary and make the overtime earned as part of her base salary due to the fact that it was part of the criteria of her job. Seconded by Mr. Salvo. Vote: Unanimous. MOTION CARRIES.**

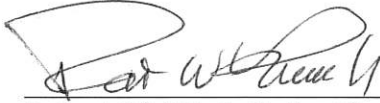
#### **Adjournment**

**MOTION was made by Ms. Steele to adjourn at 6:19 P.M. Seconded by Mr. Salvo. Vote: Unanimous. MOTION CARRIES.**

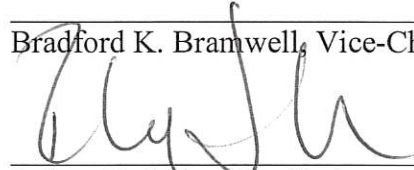
Respectfully Submitted by:


  
Jennifer Reid, Office Administrator

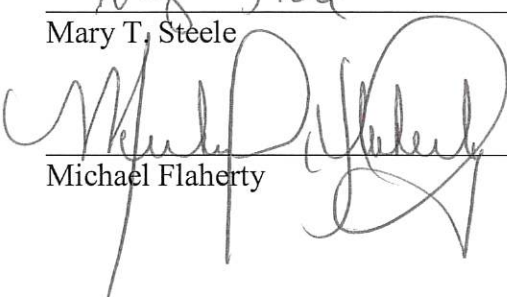
**BOARD OF SELECTMEN  
EXECUTIVE MINUTES OF MEETING  
January 10, 2019**

  
Robert W. Kimball, Jr., Chairman

Bradford K. Bramwell, Vice-Chairman

  
Robert S. Salvo, Sr., Clerk

  
Mary T. Steele

  
Michael Flaherty

Minutes Approved by Board on: 3 / 7 / 19