



TOWN OF NORTON  
BOARD OF SELECTMEN  
MUNICIPAL CENTER,  
70 EAST MAIN STREET, NORTON, MA 02766

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**Board of Selectmen  
Meeting Minutes  
EXECUTIVE SESSION  
January 3, 2019**

**1. CALL TO ORDER**

The January 3, 2019 Executive Session of the Board of Selectmen was called to order by Mr. Kimball, Chairman, at 7:52 P.M., held in the Town Hall breakroom.

- a. **ROLL CALL:** Mr. Robert K. Kimball, Jr., Chairman; Mr. Robert S. Salvo, Sr., Mr. Michael Flaherty; and Ms. Mary Steele were present. Mr. Michael Yunits, Town Manager along with Luke Grant, Rosemarie Melito, and Steven P. Bishop, of the Water/Sewer Department were also present.

Mr. Kimball announced that he had already heard Mr. Luke Grant's presentation, so he was going to let Mr. Grant take over to describe the purpose of the executive session.

Mr. Grant stated that the essence of this executive session is an attempt to reconfigure Ms. Rosemarie Melito's salary to fully contribute to her retirement. Right now, the way Bristol County Retirement Program works is that the regular salary goes towards retirement, but not overtime. Currently, Ms. Melito is paid for overtime as the Recording Secretary for the Water/Sewer meetings and that overtime is not allowed to go towards retirement. Mr. Grant added that this has gone on for some time now. Mr. Grant explained that all they are trying to do is come up with a stipend that is combined with her salary that can and will be contributed towards Ms. Melito's retirement. They do not want to have her attend the meetings and keep increasing her compensation time either. Ultimately, the Water/Sewer Commission would like to keep her in her current capacity of a 40-hour week. Mr. Grant stated that the stipend would be the full payment flat fee for attending these meetings and doing the minutes; whether the meetings go longer or occur more frequently, the stipend would still be a flat fee of \$4,000.

Mr. Flaherty asked Mr. Grant what budget this stipend would be coming from and Mr. Grant answered it would be the Water Department's.

Mr. Flaherty followed-up by asking if Ms. Melito was being compensated with a flat rate or overtime currently for attending the meetings and taking the minutes. Mr. Grant and Mr. Yunits both replied that she is currently being paid overtime do so.

Mr. Kimball restated that Ms. Melito's intention for the stipend is for additional money to put towards her retirement because Bristol County Retirement Program doesn't consider overtime as contributable funds.

Mr. Grant asked the Board of Selectmen to refer to page 3, item numbered 4 of the "Agreement by and between the Town of Norton, the Water/Sewer Commission, The United Steel Workers, f/k/a S.E.N.A. Local 9158-B, and Rosemarie Melito, Office Administrator" (the "Agreement"). He emphasized that allowing this stipend would be exclusively for this case and will not be used as precedent for other unions.

Ms. Steele replied that she does not understand the \$4,000. Mr. Grant explained that this is because they had started these negotiations back in October of 2017. So, really this is just additional money for a culmination of what is happening now. He again emphasized that if the meetings are longer or more frequent, there is no more money. It is a flat fee stipend of \$4,000.

Mr. Flaherty asked why the Town is paying her more money for something she is already getting overtime for and further stated that it seems like double-dipping. Mr. Grant replied that they are trying to get what they have been looking for for so long now to go towards her retirement. Mr. Flaherty then asked what percentage of this stipend would end up in her retirement, which Mr. Grant was unsure of. Mr. Flaherty stated that he would be more comfortable [with granting the stipend] knowing that answer.

Mr. Yunits stated to Mr. Grant that this is why he wanted copies of what he had. Mr. Yunits explained to the Selectmen that this \$4,000 stipend would be prorated for the remainder of the year at \$2,000 because the Town has already paid Ms. Melito for doing this work for the first half of the fiscal year.

Ms. Steele stated that she doesn't have a problem with it moving forward, but she does have a sticking point with the double-dipping and justifying it and Mr. Flaherty agreed.

Mr. Grant proposed as a "middle of the road discussion" taking the \$4,000 for 2018 out and make it maybe \$5,000 for FY19 and FY20. Mr. Flaherty replied to Mr. Grant's proposal that they would not be conceding, but moving it.

Ms. Steele emphasized that the problem is that this is money paid on top of what has already been paid.

Mr. Kimball stated that his problem is if we do this for one how do they not do it for the other 8 or 9 people even though the other union members signed off? He explained he has a real problem with that because if they do it for one, they have to do it for all, especially where there is already a contract in place. Mr. Kimball said he does not want to start something that they cannot back out of. Mr. Kimball told Mr. Grant that he would like some kind of sign-off from other union members, that way they know that the union members are truly aware and are waiving their rights.

Mr. Bishop stated that their representative is saying that they have been informed and are not going to ask for this. Mr. Kimball replied that the Town has had issues in the past with this exact thing.

Ms. Melito said in meeting with her union representative, the representative asked if anyone else in her unit is in a similar situation where she answered that her position is a "hodge podge". She stated that her original job description included that [attending the meetings and taking the minutes was part of her job description], but no one else's does. Ms. Melito added that no one else in her unit takes minutes and that this situation would not apply to anyone else, which is why the representative feels confident in backing this.

Mr. Grant stressed what a valuable asset Ms. Melito is especially when doing negotiations with developers; she is telling them what has happened in the past with excellent recollection and knowledge to act almost as a commissioner when negotiating. Mr. Grant expressed his opinion that it would be at a gross loss at negotiations not having her taking the minutes. He asked the Selectmen if they would consider going \$4,000 and \$4,000 or as a last attempt proposal, \$1,000 per quarter starting in 2019 and \$4,000 in 2020.

Mr. Flaherty replied that they are already half-way through the fiscal year. Mr. Yunits interjected it would be based off of the calendar year not the fiscal year. Mr. Kimball replied that they can't do that because of budgeting purposes.

Mr. Yunits tried to clarify that it would be \$1,000.00 per quarter, so it would be two payments in the current fiscal year and four payments in the following fiscal year.

Mr. Flaherty clarified that they are essentially looking for \$10,000 between FY19 to FY21.

Mr. Yunits explained that what is being proposed is \$2,000 in FY19, \$4,000 FY20, and then \$4,000 in FY21. Ms. Melito interrupted stating that she plans to retire in 2020 and that is why she was trying to get this on the calendar year of 2018.

Mr. Flaherty explained that they have a fiduciary duty to the Town and paying a stipend on top of something that the Town is already paying time and a half for now isn't right. Mr. Grant answered that the time and a half would stop now, and moving forward only be flat fee.

Mr. Flaherty stated that if it starts today, \$1,000 a quarter would be fine. Mr. Grant replied that they have been trying for 15 months now, which is disheartening.

Mr. Kimball stated that the position for Assistant Superintendent has never filled and asked if they have job description on that position. He proposed possibly changing the position or job title Ms. Melito has to resolve this.

Ms. Melito replied that while she would love that, she does not have the license required for that position. She stated that realistically the Assistant Superintendent should carry the license as well and she is not at the point in her life to do what is necessary for the license.

Mr. Yunits said he does not have an issue if this was to go into effect now and it is \$1,000 a quarter.

Mr. Kimball asked who he would be able to hold liable when another union member comes demanding the same thing and how he would justify this with the other union members. Mr. Grant suggested going to the meetings; at her baseline work. He explained that every second and fourth Tuesday she is tied up attending their meetings and taking the minutes.

Mr. Kimball came back to the main issue concerning other members of the union. Ms. Melito stated that it would have to be this exact issue as well going twice a month to these meetings and taking minutes that this would even apply to the other union members.

Mr. Kimball answered that he is sure dispatchers are doing this same thing as far as taking the minutes. Ms. Melito explained that it was part of her job description 30 years ago and that this doesn't exist anywhere else in her union.

Mr. Grant stated that as a presenter of this, in her down time she was trying to meet deadlines, but this really is part of her job. He said it is a shame it has gone this long and pointed out that this is a rather unique situation.

Ms. Steele replied that in fairness, it is not like Ms. Melito hasn't been getting paid time and a half and that she is already getting paid a lot for their meetings.

Mr. Grant explained that if this was just a one-time thing or every so often it would be a different story, but this is a regular thing. He expressed his opinion that this should be part of her retirement and that this really is part of her job and is the right thing to do. He also argued that Ms. Melito will be training Superintendent #6 as well.

Mr. Bishop asked if there is another way to write this to get approval. Mr. Kimball replied that he would want the signatures of the other union members consenting to this, but he doesn't believe they are going to get that. Mr. Kimball added that there are a number of other unions and now they are opening another union contract that they already closed.

Ms. Steele looked for clarification that December 2018 is off of the table, and Mr. Grant, Mr. Bishop, and Ms. Melito stated yes. Ms. Steele asked for confirmation from Mr. Kimball that Ms. Melito is looking for \$2,000 in FY19; \$4,000 in FY20; and \$4,000 in FY21 totaling \$10,000, which Mr. Bishop, Mr. Grant, and Ms. Melito answered was correct.

Mr. Kimball asked Mr. Yunits how they handled the Police Department. Mr. Yunits explained that their base salary includes all of their incentives, but their overtime still doesn't count towards retirement.

Ms. Steele stated she needed time to think about this. Mr. Kimball asked Ms. Steele if she wanted to hold off until the next meeting. She replied that it is a lot to address and that she wouldn't be comfortable voting tonight. Mr. Kimball stated that if he were to vote tonight, he would say no and asked if they could make this retroactive. Mr. Yunits stated that the first stipend payment isn't due until March.

Mr. Kimball advised Ms. Melito to not take any overtime until they come to a conclusion because if they agree to this, they can make this retroactive, but if she takes overtime it would further complicate things. Mr. Flaherty added that it is still dual compensation regardless, even if she gets her normal hourly rate.

Mr. Grant asked Ms. Melito if she put in time for the meeting she just attended and took the minutes for, which she answered no. Mr. Flaherty explained that they also can't tell her to not take compensation.

Mr. Kimball stated that at their next meeting, which is a joint meeting with the School Committee at the Norton Middle School, they could go somewhere private to do an executive session to vote on this. He suggested that the Selectmen table this matter until the January 10, 2019 meeting. He explained that he just doesn't know what time because they don't know how long it will take. Mr. Grant asked if the Selectmen needed them there, and Mr. Kimball said they do not.

**MOTION was made by Mr. Flaherty to continue this matter until the Thursday, January 10, 2019 at the Norton Middle School (time to be determined). Seconded by Ms. Steele.  
Vote: Unanimous. MOTION CARRIES.**

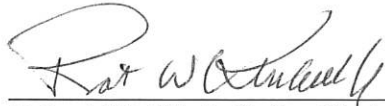
**Adjournment**

**MOTION was made by Mr. Flaherty to adjourn at 8:24 P.M. Seconded by Ms. Steele.  
Vote: Unanimous. MOTION CARRIES.**

Respectfully Submitted by:

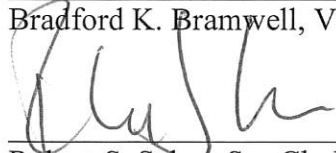
  
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Jennifer Reid, Office Administrator

**BOARD OF SELECTMEN  
EXECUTIVE MINUTES OF MEETING  
January 3, 2019**



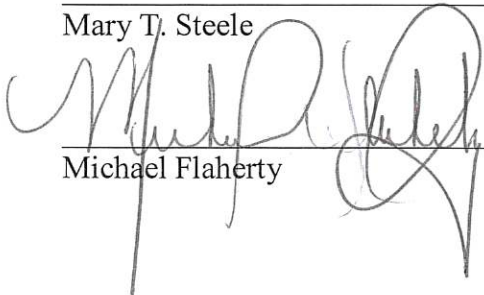
Robert W. Kimball, Jr., Chairman

Bradford K. Bramwell, Vice-Chairman



Robert S. Salvo, Sr., Clerk

Mary T. Steele



Michael Flaherty

Minutes Approved by Board on: 21 21 / 19