

***Wellfleet Selectboard
Virtual Meeting ~ Zoom
Tuesday March 29, 2022; 6pm
Executive Session ~ Meeting Minutes***

Members Present: Ryan Curley, Chair; Michael DeVasto, Vice Chair; Janet Reinhart, Helen Miranda Wilson, John Wolf

Others Present: Charles Sumner, Town Administrator; Rebekah Eldridge, Executive Assistant; Richard White, Consultant

Chair Curley called the executive session to order at 6:10pm

Sumner began the meeting discussing with the board how a Town Administrator's contract could begin negotiating. Sumner recommended having two board members do the negotiating and then having him, White, or town counsel to negotiate with the two members. He explained he submitted to them the contract for Brewster's town administrator so the board could have a good idea on how these contracts look.

Chair Curley asked what the negotiating parameters are. Wilson stated she wanted to see the two previous town administrator contracts, so they are able to compare what they have done in the past. She continued discussing the personnel bylaw, she stated she would like the probationary period longer than 6 months. Chair Curley stated he didn't want to use the previous contract because there were many defects throughout it.

They continued discussing the salary, Reinhart stated she would like to hold back on the higher pay scale until Waldo receives his master's degree. White stated it's something the board can look at but stated this process shouldn't be adversarial, he explained that this is the first chance the board is able to interact with their new employee.

They continued to discuss Waldo's degree and when he would receive the degree and how they wanted to base his pay on there. Wilson stated her concern about the probationary period and the fact that with the last town administrator the town had to pay a lot of money to release her from her contract.

White gave his advice on a six-month probation period being the normal amount of time. He also suggested that Waldo will have a professional development clause in his negotiations and with that the board can have that as an employment condition.

White continued stating that they need to look at insurance, car allowance, the salary, vacation time, and sick leave. He spoke to the many years of service Waldo has with the state and keep those years in mind. Sumner agreed with White and stated that all town administrators across the cape share with each other their contracts. The language is the same.

DeVasto stated that he didn't feel it was a good idea to put the probation period into the contract, giving the example of when he was working with KP Law with the last administrator it became a problem.

They began discussing the salary in detail. The starting salary was advertised as \$175,000 – \$190,00. Wilson wanted to begin at the lowest amount listed and gave some examples of why she wanted this.

White stated that he didn't feel that the board should begin at the bottom of the salary slide but if they wanted to maybe negotiate something in there where if he is doing the job well, revisit the pay. White gave the board some language they could use to make the offer more enticing.

Chair Curley spoke to the salary being compared to other towns. He continued stating that if other towns are higher with pay than it would be more likely that the TA would go to that town for the higher pay and Wellfleet isn't able to retain the employee.

Board Member Wolf Moved; Board Member Wilson Seconded, and it was voted to offer the Town Administrator Richard Waldo the preferred Town Administrator Candidate \$183,000 to begin his employment for the Town of Wellfleet

There was discussion on this motion. DeVasto questioned if they could round the number up to \$185,000. Reinhart agreed. Wolf stated he would amend the motion

Chair Curley Moved; Board Member Reinhart Seconded; and it was voted to amend the amount offered to \$185,000

Roll Call Vote: 5-0

Roll Call Vote on main motion: To offer the preferred candidate starting salary of \$185,000.

5-0.

Chair Curley questioned what the normal percent that the salary went up. White explained it should be given on merit and not have a specific raise for each year. He stated basing the raise on merit and goals is the best way to negotiate a contract. Sumner stated it allows the board to see the process of how the town administrator is doing and what goals he or she is achieving.

Board Member DeVasto Moved; Chair Curley Seconded, and it was voted to use Richard White's Language in the contract. There will be an annual review by May 15th each year, The town administrator will have annual merit raises determined by the Selectboard based on achieving specific goals set for him/her by the Selectboard.

Roll Call Vote: 5-0

Wilson questioned the length of the contract. Chair Curley stated that the board will offer him a three-year contract.

Board Member Wilson Moved; Board Member DeVasto Seconded, and it was voted to offer Richard Waldo a three-year contract with the Town of Wellfleet

Roll Call Vote: 5-0

The board moved on to Waldo being a current municipal employee and he has longevity at his place of employment now and the board should recognize those when he starts. His vacation time was brought up. If he has four-weeks' vacation accrued with Provincetown Wellfleet should offer him the same amount of time when he starts. His sick time was discussed. Sumner stated they should offer him a decent amount of sick time and accrued longevity. Sumner stated to not bring it up unless he did, but they should be willing to address it. The board moved on to car allowance, allowing a certain amount of mileage. This was something that the board stated they would leave out unless Waldo asked for it but allow the board members that are negotiating on behalf of the board be able negotiate it without going back to the board.

White stated the board should count on Waldo bringing this to the board. So they should agree on an amount.

Board Member DeVasto Moved; Chair Curley Seconded, and it was voted to allow the negotiator to grant a car allowance to the incoming town administrator up to \$400 a month without going back to the Selectboard

Roll Call Vote: 5-0

Wilson questioned about longevity from another town being normal. Sumner gave some explanations on how longevity works and if Waldo discusses it they should be willing to compromise.

The board questioned Sumner how long he would stay with the town to help transition Waldo into the position. He gave some details on his schedule and when Waldo would be starting. Sumner stated Waldo was expecting to begin at the beginning of June

Chair Curley stated that one topic that might be brought up is a housing stipend and Chair Curley would like that to be brought back to the board.

The Board discussed who they would like on the negotiating team. Reinhart stated she would be more than happy to be on the negotiating team. Wolf also volunteered to be on the negotiating team as did Wilson.

Board member Wilson Moved; Board Member DeVasto Seconded, that Wilson be one of the board members to be appointed to the negotiating team on behalf of the Selectboard.

Roll Call Vote: 2-3 (Curley, DeVasto, Wolf voted no)

Motion Failed

Board Member DeVasto Moved, Chair Curley Seconded; and it was voted to have Reinhart on the negotiating team on behalf of the Selectboard.

Roll Call Vote: 3-2 (Wolf and Wilson voted no)

Board Member Wilson Moved, Board Member DeVasto Seconded, and it was voted to have Wolf on the negotiating team on behalf of the Selectboard.

Roll Call Vote: 4-1 (Reinhart voted no)

Reinhart and Wolf will be the negotiating team on behalf of the Selectboard

White brought up life insurance and health insurance. The board discussed this. Wilson stated that she doesn't ever remember life insurance being offered to previous town administrators.

Board Member DeVasto moved; Board Member Reinhart Seconded and it was voted to leave life insurance on the table for negotiation prior to coming back to the board but not to be offered during negotiations.

Roll Call Vote: 5-0

Vacation time was discussed, and the board agreed to offer Waldo what his current amount of vacation time in Provincetown is. Four weeks' vacation was discussed, White advised against accumulation giving the example that if he stays in Wellfleet for ten plus years, he could potentially accumulate over 10 weeks of vacation which would require the town to pay him that time.

Board Member DeVasto Moved; Board Member Wilson Seconded, and it was voted to offer to Waldo buying a week of vacation back each year, having a provision that doesn't allow him to carry over any vacation time.

They discussed the contract and who would be writing it. Sumner stated they would add to the contract as they negotiated with Waldo, he stated that the town already allows the town employees to buy back two weeks of vacation time.

Chair Curley Moved; Board Member DeVasto Seconded, and it was voted to offer Richard Waldo up to four weeks of vacation time.

Roll Call Vote: 5-0

Health insurance was discussed which is given to all town employees. Chair Curley brought up sick time to offer Waldo. He asked if the board would be able to find out what his sick time accumulation for Provincetown is. Sumner explained the board wouldn't be able to access this information. White suggested 50 days to begin the contract and put a cap on how many he can accumulate. Sumner stated they should be similar with other town employees.

Chair Curley Moved; Board Member Wilson Seconded, and it was voted to offer Rich Waldo the same level of accumulation of sick days as allowed to other members of the Wellfleet staff.

Roll Call Vote: 5-0

They discussed the number of days to start Waldo at.

Board Member DeVasto Moved; Chair Curley Seconded, and it was voted to front load 50 days of sick leave to the contract for Rich Waldo

Roll Call Vote: 5-0

Board Member DeVasto Moved; Chair Curley Seconded, and it was voted to offer two personal days to Rich Waldo.

Roll Call Vote: 5-0

Chair Curley discussed having language in the contract that the ATA and the TA shouldn't have the same vacation time so that they are never both out of the office at the same time. White said there could be a provision in the contract stating they aren't to be out of the office at the same time and need to communicate with the board.

Board Member DeVasto moved, Board Member Reinhart Seconded, and it was voted to have a notification clause in the contract to notify the board of vacation time

Roll Call Vote: 5-0

Finally, the board discussed having professional development in the contract. White suggested that the TA submit each year a professional development plan to the board. They discussed cross training staff and making sure that there are people to fill in a vacancy.

Chair Curley Moved, Board Member Wolf Seconded, and it was voted to require that the town administrator submit a professional development plan upon acceptance of the said contract and it's one year anniversary and each year after, to report to the board once the goal has been met.

Roll Call Vote: 5-0

White offered to help with the development of the professional plan.

Reinhart questioned who would write the contract. Sumner will use the template and add and take away what the board discussed this evening.

Once the contract is done KP Law will look at it and have it turned around quickly.

Chair Curley Moved; Board Member Seconded, and it was voted to adjourn.

Roll Call Vote: 5-0

Meeting Adjourned: 7:35pm