

Approved by
the Select Board on:

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Town of Belmont Select Board

Executive Session

February 8, 2021

RECEIVED
TOWN CLERK
BELMONT, MA

DATE: April 27, 2021
TIME: 3:54 PM

Attendees: Roy Epstein, Tom Caputo, Adam Dash, Patrice Garvin, Shawna Healey, Jon Marshall, Brian Maser (Town Labor Counsel), and David DeStefano (candidate for Fire Chief) and Curtis Varone (DeStefano's personal lawyer).

Executive Session: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel

Fire Chief Contract

- Shawna Healey, interim director of HR, reported that Mr. DeStefano has the contract and has a few questions for the Select Board.
- One issue is the time allowed for his relocation to within 15 miles of Belmont. He thinks six months may not be enough time and he was hoping that the time could be extended to closer to a year.
- Healey reported that the salary offer seemed to be acceptable.
- He also had a question about the clothing allowance and use of town vehicle.

Attorney Maser stated the Chief does not fall under union rules. If DeStefano takes longer than six months it would not violate union rules but he would breach the contract. The Town would be able to put DeStefano on notice if he does not move within 6 months.

The contract includes discipline for just cause, and Maser said that breach of contract is a just cause for discipline.

Select Board members were unanimous that the six-month clause for relocation should remain.

[David DeStefano joined the group.]

Healey told Mr. DeStefano that the Select Board was briefed on his contract related questions.

Curtis Varone, joined as counsel for Mr. DeStefano. He said there were a few points on which he and DeStefano wanted clarification.

Atty. Varone stated a concern that DeStefano would not find a suitable house within the six-month timeframe. He wondered if there could be any flexibility with this timeframe.

Epstein said that the Board discussed this topic and they don't see a way to extend the time period. He emphasized that this is a job where you need to be close by and six months is a lengthy time to not be immediately available.

Atty. Varone also raised the time period for the MA Fire Chief certification. Varone was concerned that, even if DeStefano applies as soon as possible, the approval may not be processed right away. Varone

said they are asking for flexibility on the language. We would like to change the wording to "submission" rather than "approval."

Brian Maser affirmed that after application is filed, it is up to the commission, and we often do not have control of the process. He stated that with COVID, the commission is not moving as expeditiously as they had been. He said we could change the contract to say that DeStefano has to "apply" within three months.

DeStefano stated that the three-month submission requirement is sufficient.

Varone also raised question about changes to Sec. 12B in the contract.

Varone said this Section covers the Fire Chief's duty benefits under MA general laws, but he would like to have additional protections added to include the same protections as collective bargaining contracts for other firefighters. Varone asked if Article 28 of the current firefighters collective bargaining agreement could be added to this contract. He noted that this addition is from page 17 of the collective bargaining agreement. Shawna Healey looked up this section and reported to the Board, that this section includes diseases such as, meningitis, Hepatitis B and C and other viruses as presumptive injury leave.

Select Board members asked if all firefighters were covered under this section. Atty. Maser said that he has seen this added to non-union contracts in the past. He added that the Fire Chief falls under personnel by laws and the risk for these types of diseases among first responders is quite high.

Another question Atty. Varone had is about the tax liability on the take home vehicle. He asked if DeStefano would have to track the miles?

Garvin said the miles would show up on his W-2. Varone asked how you know how many miles are work related? He asked how do you figure that out and should those miles be computed on a 24/7 basis? Varone said they are concerned about a tax liability. Atty. Maser estimated that the taxable amount for this vehicle use would be about \$300 per year.

Atty. Maser asked for more details on the issue of adding the list of viruses from the firefighter CB agreement. Varone wanted to know if there are additional protection beyond just physical disease. Maser replied that there is psychological protection in Section 3 appeal language.

DeStefano stated that he wants to start on March 15, 2021. The Select Board agreed with this start date.

Union Negotiation Strategies

The Select Board agreed that Part II of this Executive Session will be tabled until the next meeting on March 1, 2021.

[End of Executive Session.]