

December 7, 2011

Attendees: Elaine Titus (LT), Richard Lombard(RL), Michael Manning(MM), Andrew Bisignani(AB), Stephen Smith(SS), Mark Cullinan(MC)

Meeting came to Order at 8:25AM

Motion made by RL, seconded by MM: Move to go into Executive Session to conduct contract negotiations with nonunion personnel, and not to return to open session.

Role Call: MM: yes, RL: yes, LT: no, motion passed.

Executive Session

AB: Stated that he was thankful to the Board of Selectmen and the Nahant Search Committee. AB Stated that it would be a favorable to both him and the Town of Nahant if he could retire as Town Administrator for the Town of Saugus and to enter into a contract with the Town of Nahant. AB stated that he would be in compliance with the provision of Chapter 32, section 91 regarding post retirement earnings and hours of employment, and with the Special Act for the Nahant Town Administrator.

AB: Stated that his request was not that unusual and cited various other public officials who have done this. AB further stated that he had every intention of fulfilling all of the duties and responsibilities of the position of Nahant Town Administrator.

LT: Questioned SS about the legality of such a contract in regards to the Fair Labor Standards Act (FLSA)

SS: Stated that the contract does not mandate or reference volunteer or uncompensated responsibilities and that he felt the Town Administrator's position may be exempt from some of the provisions of the FLSA in this case. SS further explained that under MGL Chap. 32 there is a cap on the amount of income and the number of hours a post retiree can earn in a calendar year.

LT: Asked AB if this contract request was discussed with the Search Committee during his interview.

AB: Stated that he did not get into any details with the Search Committee, but did tell them that he was in a unique situation and would discuss these matters with the Board of Selectmen should be nominated.

LT: Stated that she had a concern that such a contract, regardless of whether or not is legal, may give the impression or perception that the Board and AB would be treating the position as part-time.

AB: Stated that he had no intention of treating the position as part-time and described himself as a work-aholic and that he would devote his full attention to the job.

LT: Stated that it may appear that the Board was treating AB special and asked if AB were not the candidate would the Board consider doing the same for another candidate.

MM: Stated that 'yes' he would consider offering the same contract terms to another candidate should it present itself.

RL: Stated that what it comes down to is trust between members of the Board and AB and that he has known of AB for some time and from his reputation would trust him in this position.

MM Stated that the contract should be in complete compliance with MGL Chapter 32 regarding post retirement employment, the Special Act and any other state or federal employment laws.

LT: Asked SS if the language in the advertisement for the position of Town Administrator prevented this type of contract arrangement.

SS: Stated that he did review the advertisement and felt there was nothing in the language of the advertisement that would prevent such a contract.

LT: Stated that she was concerned with how the public would perceive this type of contract and whether it would somehow cause funding problems in years to come.

LT: Stated that the difference in compensation under this contract and the amount in the budget may somehow be lost in future years and dependent on Town Meeting votes.

MC Stated that he thought it would be prudent to make sure the annual Salary and Compensation Schedule maintain the actual salary and be presented to Town Meeting.

LT: Asked SS what his recommendation was

SS Stated that he working for the Board of Selectmen and could structure a contract either way.

There was a general discussion about what the benefits should be.

RL: Stated that the contract should be at least three years

AB: Stated that he did not require Health Insurance, but would like to have a 'safety' provision that would allow him to opt into the Town policy in the event he lost his.

There was a general discussion about salary in years two and three of the contract and the Board decided they would set that at the end of each year.

AB: Stated that he was requesting a first year salary of \$44,372.00, that being the maximum amount he could in and remain in compliance with the limits of post retirement earnings.

RL: Asked AB when he could start.

AB: Stated that he would like to start on February 1, 2011

MM: Stated that the Board could extend MC interim contract for one month.

Meeting adjourned at 10:30AM