

IN BOARD OF SELECTMEN  
MONDAY, OCTOBER 2, 1995

Present: Chairman John C. Drobinski, Maryann K. Clark and Lawrence L. Blacker.

The statutory requirements as to notice having been complied with, at 7:10 p.m. a special meeting was convened by Chairman Drobinski in the Loring Parsonage, 288 Old Sudbury Road.

Severance Plan for R. E. Thompson

Present: Myron J. Fox, Attorney for Richard E. Thompson.

Upon invitation by Chairman Drobinski, Attorney Myron Fox, representing the interests of Richard E. Thompson, Interim Town Manager, continued previously tabled discussions with the Board concerning negotiation of a severance plan for Mr. Thompson. He prefaced his proposal stating the basis for the severance request: 1) Mr. Thompson has been a hard working employee for 23 years; 2) twenty-two Boards of Selectmen have given good reviews and rehired him 22 times; 3) several other towns have given their top person a one-month-per-year-of-service severance or more; for long-term employees whose years of service are marked by decades, not by years, these terms are common; 4) Mr. Thompson is helping out the Town as Interim Town Manager and he is doing so to his detriment; 5) Mr. Thompson will relinquish any and all legal remedies relative to his termination as a condition of the proposed severance plan; 6) he is willing to help, if requested, by acting in a consultant capacity to the Town for six months after his employment ends; and 7) General Laws Chapter 41, s108N, is explicit in giving the Selectmen the specific power to "...establish an employment contract for a period of time to provide for the salary, fringe benefits, and other conditions of employment, including but not limited to, severance pay, .....for its town manager, town administrator, executive secretary, administrative assistant to the board of selectmen or city manager, or the person performing such duties having a different title."

Mr. Fox reviewed Mr. Thompson's August 21, 1995 proposal with the Board, providing dollar amounts for each component and offering concessions as follows. He also stated that figures could be recomputed if Mr. Thompson's employment is extended to December 31, 1995, instead of October 31, 1995 as provided.

- 1) Relative to Sick Leave Buyback of 124 days, 62 days of pay are due according to the Bylaw when an employee "retires into the System". It is not clear when you have to retire to be eligible. Mr. Thompson has not yet determined whether he has enough years of service and age to want to retire now. Assuming he does not retire, Mr. Thompson will agree to cutting the Sick Leave Buyback in half (half of \$19,314 = \$9,657). Because this would be a lump sum upon termination, payment computed at "present value" based on a 6% table, in the amount of \$9095.97, would be acceptable.
- 2) The twelve-month lump sum severance equals \$81,304 at Mr. Thompson's current salary. Because payment is requested in a lump sum upon termination, payment computed at "present value" based on a 6% table, in the amount of \$76,580, would be acceptable.
- 3) Vacation pay entitlement (already provided by contract) amounts to \$10,280. [Vacation pay and sick leave buyback are based on a daily rate of \$311.51.]

- 4) The Town would continue to pay its share of current medical and dental insurance for a period of twelve months after termination.

Selectman Blacker stated his firm agreement with the proposal presented, not from any legal obligation, but as the right thing to do under the circumstances, particularly with respect to Mr. Thompson's willingness to stay on as Interim Town Manager and keep things running smoothly, praising him for being a "stand-up person" throughout the process.

Chairman Drobinski seconded Mr. Blacker's statement and added his belief that how the Board deals with this issue will be viewed by future applicants for the position of Town Manager. He said that he anticipated Mr. Thompson's availability as a consultant may be very important to the Town and good for the department heads. He wanted the Board to convey that it can be flexible. He stressed that the Board has a duty to be fair, the concessions offered this evening would save the Town money, and he agreed with the proposal.

Selectman Clark explored with the Board different approaches to a severance package, stating she preferred it be based on providing a bridge between his current and new employment to keep him whole. She explained her research in contacting three area towns that had contracts which provided severance terms, while Mr. Thompson's contract does not.

Attorney Fox reluctantly brought up the fact that Mr. Thompson was under immediate time constraints if any legal complaints were to be filed, and he stressed that, after some believed a disservice had been done to Mr. Thompson, yet he still has thought and acted in the best interests of the Town.

There followed further discussion on the various items of the proposal, and Selectman Clark reviewed the basis of and the calculations supplied by Mr. Fox to her satisfaction. Selectman Clark raised the question of setting a precedent, and it was agreed that action in this individual case would not set a precedent. Agreement was reached on the provisions of Mr. Thompson's severance plan, and it was determined that the plan should be made part of Mr. Thompson's contract.

It was on motion unanimously

VOTED: To amend the employment contract with Richard E. Thompson dated November 21, 1994, as amended June 26, 1995, July 24, 1995, and August 21, 1995, as follows:

- 1) The contract (which was for the position of Executive Secretary and now is for the position of Interim Town Manager) is extended to December 31, 1995;
- 2) A new paragraph 12 is added to read as follows:
  - 12) Upon the employee's termination of employment as Interim Town Manager and his waiver of any claim, suit, rights and courses of action against the Town arising out of his employment or termination thereof, the employee shall receive within thirty (30) days of such termination the sum of \$76,581 as severance. If the employee does not retire into the Massachusetts Public Employee Retirement System at the time payment is made under this paragraph, then in lieu of Item "9)" of this contract \$9,096 shall be paid to the employee by the Town as sick leave buyback. Notwithstanding Item "10)", for a period of twelve (12) months following termination the

employee shall be entitled to participate in the Town medical and dental insurance plan and the Town shall pay the same share as it currently pays. If the employee's new employer provides similar medical and dental benefits before the end of the twelve months, the medical and dental payments under this paragraph shall cease.

Negotiating Advisory Committee

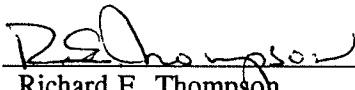
With acknowledgment that there is need for the Selectmen to evaluate the division of responsibility in light of Chapter 131 of the Acts of 1994, it was on motion unanimously

VOTED: To reappoint Wilfred J. Benoit, Jr., Edward S. Campbell, Roy T. Sanford, Charles R. Schwager, Marjorie R. Wallace, and Richard W. Murphy, Esq. (Ex-officio member) to the Negotiating Advisory Committee, each for a term to expire April 30, 1996.

Maillet & Sons, Inc. v Board of Appeals

The Selectmen discussed a letter dated September 29, 1995, received from the Board of Appeals. The Selectmen reconfirmed their desire to meet with the Board of Appeals and attorney for Maillet & Sons relative to Land Court Civil Action #215586 on October 23 or November 6, and directed the Interim Town Manager to arrange such a meeting.

There being no further business to come before the Board, the meeting was adjourned at 9:10 p.m.

Attest:   
Richard E. Thompson  
Interim Town Manager-Clerk