

EXECUTIVE SESSION

The Mayor convened in Open Session in order to recess to Executive Session to:

- conduct strategy in preparation for contract negotiations with nonunion personnel and to conduct negotiations with nonunion personnel – Superintendent.
- discuss the deployment of Security Personnel or devices or strategies with respect thereto.
- discuss strategy with respect to collective bargaining for Plumbers and Steamfitters - IUPE, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.
- discuss strategy with respect to collective bargaining for Tradesmen - IUPE, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.

The Mayor stated that the committee may reconvene in Open Session after Executive Session.

On a roll call of 5-2, (absent Miss Biancheria and Miss McCullough), the School Committee recessed to Executive Session in the Mayor's Office at 6:07 p.m.

There were present at the Call to Order:

Mr. Comparetto, Mr. Foley, Miss McCullough, Mr. Monfredo, and Mayor Petty

There were absent: Miss Biancheria and Miss McCullough

Miss Biancheria arrived at 6:15 p.m.

Superintendent Binienda represented the Administration for all items with the exception of #I – Superintendent's Contract.

Others in attendance: Mr. Allen, Ms. Boulais, Dr. O'Neil and Attorney Sweeney were present for items II, III and IV.

Dr. Friel was present for all items.

I. To conduct strategy in preparation for contract negotiations with nonunion personnel and to conduct negotiations with nonunion personnel – Superintendent.

Backup that was discussed:

1. Superintendent’s Contract March 14, 2016 – June 30, 2019
2. Proposed Amendments
3. Current Benefits

Current Contract Wording	Proposed New Contract Wording
4. Vacation Leave and Other Benefits	
<p>Mrs. Binienda shall receive twenty-five (25) working days per year as vacation leave, exclusive of legal holidays, and fifteen (15) sick leave days per year. Vacation leave and sick leave shall be taken in accordance with Committee policy. Mrs. Binienda is entitled to accrue up to forty (40) days of vacation leave and up to 200 days of sick leave, which shall include, and not be in addition to, any days earned or accrued by her during her employment with the WPS prior to the date of this Agreement. In the event that during the term of this Agreement, in order to provide essential services to the Committee, Mrs. Binienda may not be able to use all of her earned vacation in a year and/or be unable to schedule vacation at a desirable time, <u>then in consideration of such circumstances and the unique nature of her work, Mrs. Binienda may carry forward unused vacation time from one year to the next, for a period of one (1) year.</u> (delete)</p>	<p>Mrs. Binienda shall receive twenty-five (25) working days per year as vacation leave, exclusive of legal holidays, and fifteen (15) sick leave days per year. Vacation leave and sick leave shall be taken in accordance with Committee policy. Mrs. Binienda is entitled to accrue up to forty (40) days of vacation leave and up to 200 days of sick leave, which shall include, and not be in addition to, any days earned or accrued by her during her employment with the WPS prior to the date of this Agreement. In the event that during the term of this Agreement, in order to provide essential services to the Committee, Mrs. Binienda may not be able to use all of her earned vacation in a year and/or be unable to schedule vacation at a desirable time. <u>Therefore, the Committee shall annually, on or about June 30th, compensate Mrs. Binienda in cash in exchange for up to ten (10) unused vacation days at her daily rate of compensation then in effect.</u> (ADD)</p>

Current Contract Wording	Proposed New Contract Wording
C. ANNUITY	
<p>The Committee, at the request of Mrs. Binienda and in accordance with state law, shall withhold and transfer an amount of salary annually or semi-annually or monthly, said amount to be determined by Mrs. Binienda, from her annual salary into any annuity or retirement program she might choose.</p>	<p>The Committee, at the request of Mrs. Binienda and in accordance with state <u>and federal</u> law, shall withhold and transfer an amount of salary annually or semi-annually or monthly <u>or semi-monthly</u>, said amount to be determined by Mrs. Binienda, from her annual salary into any annuity or retirement program she might choose. <u>The Committee shall also make a contribution to a tax-sheltered annuity plan, 403(b) plan, 401(a) plan, deferred compensation plan, other retirement-related fund or expenditure, or any combination thereof, at Mrs. Binienda’s choice, consistent with Internal Revenue Code and Massachusetts General Laws and regulations, in an amount of 3% of her annual salary, annually on or about July first of each year or upon such other schedule as may be agreeable to Mrs. Binienda.</u>(Add)</p>
E. DISABILITY INSURANCE	
<p>Subject to the cost limitations set forth below, the Committee agrees to maintain long-term Disability Income Plan insurance to the extent that Mrs. Binienda becomes unable to perform her duties due to illness or accident as determined by the plan. She shall be compensated at the rate of seventy percent (70%) of her salary until she is able to return to work <u>or to age sixty-five (65)</u>, (DELETE) whichever first occurs. The cost to the Committee as to this policy or policies is not to exceed \$3,500 per year, although Mrs. Binienda may, at her discretion, pay to the Committee any additional sums required to maintain policy coverage at the level provided herein. Should Mrs. Binienda become disabled under the terms of this policy or policies, she shall receive her regular salary, and other benefits under this contract, pro-rated, during any waiting period which precedes the commencement of disability payments under the policy or policies. This section shall be interpreted to allow Mrs. Binienda to continue her current disability coverage through the WPS at its current cost to her, which amount shall be included in the \$3,500 allowance.</p>	<p>Subject to the cost limitations set forth below, the Committee agrees to maintain long-term Disability Income Plan insurance to the extent that Mrs. Binienda becomes unable to perform her duties due to illness or accident as determined by the plan. She shall be compensated at the rate of seventy percent (70%) of her salary until she is able to return to work. The cost to the Committee as to this policy or policies is not to exceed <u>\$1,649.88</u> per year, although Mrs. Binienda may, at her discretion, pay to the Committee any additional sums required to maintain policy coverage at the level provided herein. Should Mrs. Binienda become disabled under the terms of this policy or policies, she shall receive her regular salary, and other benefits under this contract, pro-rated, during any waiting period which precedes the commencement of disability payments under the policy or policies. This section shall be interpreted to allow Mrs. Binienda to continue her current disability coverage through the WPS at its current cost to her, which amount shall be included in the <u>\$1,649.88</u> allowance.</p>

Current Contract Wording	Proposed New Contract Wording
C. TERMINATION OF AGREEMENT BY COMMITTEE FOR GOOD CAUSE	
<p>The Committee may terminate Mrs. Binienda for good cause, thereby terminating this Agreement prior to the expiration date stated above, provided Mrs. Binienda has been given an opportunity for a hearing before the Committee. An affirmative vote of a majority of the members of the Committee is required for termination for good cause. The hearing will be conducted complying with Massachusetts General Laws, Chapter 39, Section 23B.</p> <p>The Committee will provide Mrs. Binienda with thirty (30) calendar days' notice of said hearing as well as a written charge or charges and the cause or causes for the proposed discharge. Mrs. Binienda's counsel shall be allowed to speak for and participate on behalf of her. Mrs. Binienda, upon timely request, will receive, at least seven (7) business days prior to the hearing, copies of all relevant documents on which the Committee intends to rely for said proposed termination.</p>	<p>The Committee may terminate this Agreement without further financial obligation, for good cause <u>which is defined as any grounds which are put forward by the Committee in good faith and which are not arbitrary, irrational, unreasonable or irrelevant to the Committee's task of building up and maintaining an excellent school system. For the purpose of this agreement, "cause" is defined and shall be limited to grounds set forth in Massachusetts General Laws.</u> (ADD)</p> <p>The Committee may terminate Mrs. Binienda for good cause, thereby terminating this Agreement prior to the expiration date stated above, provided Mrs. Binienda has been given an opportunity for a hearing before the Committee. An affirmative vote of a majority of the members of the Committee is required for termination for good cause. The hearing will be conducted complying with Massachusetts General Laws, Chapter 39, Section 23B, as may be amended or successor provision thereto.</p> <p>The Committee will provide Mrs. Binienda with thirty (30) calendar days' notice of said hearing as well as a written charge or charges and the cause or causes for the proposed discharge. Mrs. Binienda's counsel shall be allowed to speak for and participate on behalf of her. Mrs. Binienda, upon timely request, will receive, at least seven (7) business days prior to the hearing, copies of all relevant documents on which the Committee intends to rely for said proposed termination.</p>

Current Contract Wording	Proposed New Contract Wording
A. ANNUAL SALARY	
<p>Mrs. Binienda shall be paid an annual salary of One Hundred Ninety Thousand Dollars (\$190,000.00). The Committee shall increase the annual salary to Mrs. Binienda by the amount of at least two percent (2%) annually, effective July 1, 2017. At no time shall the annual salary of Mrs. Binienda be decreased during the term of this contract.</p>	<p>Mrs. Binienda shall be paid an annual salary of <u>Two Hundred and Fifteen Thousand Dollars (\$215,000.00)</u>. The Committee shall increase the annual salary to Mrs. Binienda by the amount of at least three percent (3%) annually, effective <u>July 1, 2020</u>. At no time shall the annual salary of Mrs. Binienda be decreased during the term of this contract. (Change salary ,percentage and effective date.)</p>

Discussion took place on all of the proposed new wording.

II. To discuss the deployment of Security Personnel or devices or strategies with respect thereto.

Discussed.

III. To discuss strategy with respect to collective bargaining for Plumbers and Steamfitters - IUPE, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.

Attorney Sweeney reviewed the terms and amendments of the proposed contract with the School Committee.

It was moved to ratify the amendments to the Memorandum of Agreement between the School Committee and the Plumbers and Steamfitters - IUPE, effective July 1, 2017 through June 30, 2019.

On a roll call of 6-0-1 (absent Miss McCullough), the Memorandum of Agreement was approved.

IV. To discuss strategy with respect to collective bargaining for Tradesmen - IUPE, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.

Attorney Sweeney reviewed the terms and amendments of the proposed contract with the School Committee.

It was moved to ratify the amendments to the Memorandum of Agreement between the School Committee and the Tradesmen - IUPE, effective July 1, 2017 through June 30, 2019.

On a roll call of 6-0-1 (absent Miss McCullough), the Memorandum of Agreement was approved.

The Executive Session adjourned at 7:00 p.m.