

Minutes of the City of Rutland Board of Aldermen
General Committee
Meeting of 28 January, 2019

Regarding: Mayor Allaire's proposed MOU to additionally compensate Chief Larson

Committee present: Alderman DePoy, Alderwoman Mattis, Alderwoman Ryan, Alderman Scott Tommola (chair)

Other elected or appointed individuals present: Mayor Allaire, Alderwoman Davis, Alderwoman Humphrey, Alderman Clifford, Alderman Etori, Alderman Gillam, Alderman Whitcomb, Treasurer Markowski, Chief Larson, Deputy Chief Lovett, Lieutenant Bride

The meeting came to order at 5:34pm in the downstairs conference room of City Hall.

Mayor Allaire summarized his proposed MOU to compensate Chief Larson for 38 24-hour shifts, which the Chief worked above and beyond the scope of his contract, with additional vacation time totaling 18 weeks, to be used over the remaining term of his contract. Mayor Allaire reminded those present that the cash value of those 38 shifts would total \$49, 439. 52 if the Chief were to be monetarily compensated.

Chief Larson detailed how the Fire Department came to be in the situation where he and Deputy Chief Lovett were the only senior leadership available at the Fire Department, as 5 of 6 members of the Fire Department's senior leadership had left the department. Had Chief Larson not stepped in, Deputy Chief Lovett would have faced a schedule of having to work 24 hours per day, 7 days per week until additional Deputy Chiefs and Lieutenants could be promoted and properly trained. Deputy Chief Lovett displayed a calendar detailing how he and the Chief split coverage from September through December.

Alderwoman Humphrey inquired as to the number of years remaining on Chief Larson's contract and the number of weeks vacation the Chief is currently earning. Several individuals in the room confirmed the Chief has four years remaining and he earns four weeks of vacation for each of those years. Alderwoman Humphrey stated that she did not want to jeopardize the City losing its relationship with Chief Larson, but also did not want to see this quantity of vacation time paid out at the end of Chief Larson's term if it were not used and his contract were not renewed.

Chief Larson expressed that he intends to use the additional vacation time.

Alderman Whitcomb asked Chief Larson if, in addition to his duties as Chief of the Department and alternately leading 24 hour shifts with Deputy Chief Lovett, he was also involved in the community.

Amendment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Rutland (the "City") and James Larsen ("Chief Larsen").

WHEREAS, the Fire Department has experienced unprecedented periods of leave by officers qualified to serve as a shift commander;

WHEREAS, due to these absences, Chief Larsen has had to (and will have to) regularly work 24 hour shifts as a shift commander during Fiscal Year 2019, in addition to his normal 37.5 hour workweek;

WHEREAS, pursuant to the Employment Agreement between the parties (the "Employment Agreement"), Chief Larsen is an exempt employee and not eligible for overtime;

WHEREAS, the City has avoided paying the other officers between \$30,000-\$40,000 in overtime because Chief Larsen has been working the shifts instead, with no additional pay;

WHEREAS, Chief Larsen has cancelled his own vacations and family plans during the holidays in order for other officers to enjoy the same;

WHEREAS, the Mayor and the Board would like to recognize his efforts and dedication; and

WHEREAS, Chief Larsen intends to work the full term of his Employment Agreement from April 16, 2018 to April 16, 2023 (his "5-Year Term");

NOW THEREFORE, the parties agree:

1. The City shall award Chief Larsen an additional eighteen (18) weeks of vacation leave (the "Additional Vacation"), to be used over the course of his appointment as Chief Engineer.
2. Chief Larsen will use the Additional Vacation only as the efficient operation of the Fire Department will allow.
3. The City shall only deduct vacation leave from the unused balance of the Additional Vacation if Chief Larsen has used all of the vacation leave allotted to him pursuant to his Employment Agreement for a given year.
4. Any unused balance of the Additional Vacation shall rollover from year to year.

5. Any unused balance of the Additional Vacation shall be paid out upon termination of Chief Larsen's employment in accordance with Section V.D of the Employment Agreement. For example, if Chief Larsen is terminated pursuant to Section VII.C or is not re-appointed, Chief Larsen shall be paid out in full for any unused balance of the Additional Vacation.

- a. Notwithstanding the foregoing, if Chief Larsen voluntarily terminates the Employment Agreement pursuant to Section VII.B, Chief Larsen shall only be entitled to 11.25 hours per month for each month served of his 5-Year Term prior to such termination (minus any Additional Vacation taken).