



The Commonwealth of Massachusetts
Office of the Inspector General

GLENN A. CUNHA
INSPECTOR GENERAL

JOHN W. McCORMACK
STATE OFFICE BUILDING
ONE ASHBURTON PLACE
ROOM 1311
BOSTON, MA 02108
TEL: (617) 727-9140
FAX: (617) 723-2334

October 30, 2017

Mr. Paul Hodnett, Esq
Rubin & Rudman LLP
53 State Street
Boston, MA 02109

Re: Cotuit Fire District Firefighter Vacation Accruals

Dear Attorney Hodnett:

Thank you for speaking to my colleagues and me by telephone on September 13th about the above-captioned matter. The Office of the Inspector General (the "Office") originally brought this to the attention of the Cotuit Fire District ("district") in 2012 having received a complaint that firefighters accrued vacation leave while on disability leave in violation of the collective bargaining agreement ("CBA"). Specifically, section 11.4 of the CBA entitled "Vacation Leave Accrual" states that vacation leave shall not accrue during periods of absence "in excess of 60 days" due to disability covered by M.G.L. c.41, §111f. Section 11.4 continues: "Annual entitlements to vacation leave shall be reduced proportionally for each thirty (30) day period that duties are not performed."

In a 2012 letter to the Fire Commissioners, this Office requested that the district review these allegations. An October 2012 letter of response to this Office by former district commission chairman Ronald Mycock, acknowledged this issue and stated that the matter would be addressed during planned September 2013 contract negotiations with the firefighters union.

In 2017, the Office received a complaint that the district had, in fact, never resolved the issue. As a result, this Office formally requested information from the district and spoke with district representatives. Based on our recent telephone discussion with you, it appears that we all agree on a CBA interpretation that would preclude the earning of vacation leave pursuant to the provisions of section 11.4. You also stated that you did not know why former Fire Chief Olsen made the decision to allow for vacation accruals in apparent violation of the CBA. It also remains unclear why the district governing boards failed to act when this matter was brought to their attention in 2012. Chief Olsen may not have had the unilateral authority to interpret or alter the terms of the CBA. As a result of Chief Olsen's action, five firefighters accrued approximately 70 unearned vacation days valued at \$18,958. Two of these five firefighters have left district service and received payment for any vacation time accruals. The remaining three firefighters are still district employees and are eligible to use any of this remaining vacation time

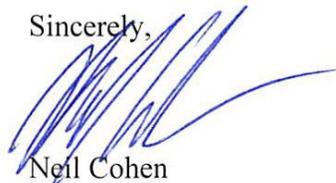
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or receive payment upon retirement or separation from service. These firefighters have a total of approximately \$5,800 in accrued but unused vacation time that remains a financial liability for the district. These three firefighters appear to have used some or all of their unearned vacation time.

This Office is formally requesting pursuant to our authority under M.G.L. c.12A that the district make a definitive determination regarding the appropriateness of these questionable vacation accruals and determine what action, if any, should be taken to reduce the district's financial liability. At a minimum, the district must formally clarify the meaning of these CBA provisions for employees and ensure that overearning does not reoccur. The district must also clarify the authority of the Fire Chief to interpret or override CBA provisions. Without district action on this matter, the firefighters may continue to receive questionable financial benefits, and the district will be faced with allegations of possible favoritism, mismanagement and waste.

Accordingly, this Office requests a written response by November 29, 2017 outlining district actions to make a definitive determination regarding the appropriateness of these questionable vacation accruals, to reduce the district's financial liability, clarify the meaning of these CBA provisions for employees, and to clarify the authority of the Fire Chief to interpret or override CBA provisions. Thank you for your cooperation.

Sincerely,



Neil Cohen
Deputy Director
Audit, Oversight & Investigations

cc: Ms. Frances Parks, Chair, Cotuit Fire District Prudential Committee
Mr. Richard Pisano, Chair, Cotuit Fire District Board of Commissioners