

BOARD OF SELECTMEN  
MEETING MINUTES  
*March 30, 2017*  
*6:30 P.M.*  
*Groveland Town Hall*  
*183 Main St, Groveland, MA 01834*

Attendance: Chair Bill Dunn, Vice Chair Ed Watson, and Selectmen Daniel MacDonald, Bill O’Neil, and Michael Wood

Also Present: Finance Director, Denise Dembkoski

Chairman Dunn opened the meeting at 6:31 pm and asked for a motion to enter executive session pursuant to M.G.L. c. 30A, §21 (a) (2) for the purpose of conducting contract negotiations with the Finance Director. Vote may be taken. And pursuant to M.G.L. c. 30A, §21 (a) (2) for the purpose of negotiating collective bargaining agreements. Vote may be taken.

Selectman Watson made the motion, seconded by Selectman Wood and the Board approved entering executive session after a roll call vote.

Dunn – Yes, Watson – Yes, Wood – Yes, MacDonald – Yes, O’Neil – Yes

The Board decided to begin with the Highway and Police Unions first. Ms. Dembkoski went over the collective bargaining proposal for the Highway Union. She identified what the response was after the board countered their first round of proposals.

The Board again discussed the counter proposals and accepted and declined several items and proposed several counters to the requests.

**ARTICLE VI – DRIVE LANGUAGE** **No Change from previous Tentative Acceptance**

Add: “The Town agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck.”

**ARTICLE XI – CDL AND HYDRAULIC LICENSES**

Amend title to: “LICENSES AND CERTIFICATIONS” **No Change from previous Tentative Acceptance**

Add: “The Town shall pay all assessments and fees required for continuing education and to obtain and maintain all licenses and certifications.”

“All training, tests, and examinations for licenses and certifications for work performed for the Town shall be done during working hours whenever possible.”

“The Town shall compensate and reimburse all employees for all time and expenses incurred to procure and maintain all licenses, endorsements, and certifications needed for work performed for the Town. This shall include, but not be limited to DOT physical examinations and fingerprinting.”

**ARTICLE XII – SENIORITY**

Section 1. Add: ”After the employee has completed the six (6) month probationary period, the date of his/her seniority shall revert back to the first day of employment.” **No Change from previous Tentative Acceptance**

## ARTICLE XVI – WORK WEEK-WORK SCHEDULE

- Section 1. Seasonal Hours: Memorial Day to Labor Day working hours shall be 6:00 A.M. 2:00 P.M. **Continue to Decline**

The board declined this based on the recommendation of the Road Commissioner who does not support the change in hours.

## ARTICLE XVII – PAID HOLIDAYS

Section 2. Amend second sentence to read: “Any employee scheduled or required to work on a holiday shall be paid at two (2X) times their regular hourly wage.” **No Change from previous Tentative Acceptance**

Section 3. Add to end of sentence: “or an additional days pay.” **Continue to Decline**

## ARTICLE XVIII – VACATION

**Town proposal – Section 1. Strike the words “as of July 1st” for Six (6) months of service.**

## ARTICLE XIX – SICK LEAVE

Add: “Upon retirement or death, the employee or their estate shall receive thirty-five percent (35%) reimbursement of up to 90 days accumulated sick days.” **Decline**

Section 3. Change “three (3) days off” to “four (4) days off with pay.” **No Change from previous Tentative Acceptance**

## ARTICLE XX – CLOTHING ALLOWANCE

- Increase clothing allowance by \$50.00 for each contractual year **Decline**

Countered with:

Increase by \$50 to \$1,000 no additional increase – **Tentatively Accept**

## ARTICLE XXI – HEALTH INSURANCE PLAN

- The percentage paid by the Town for the employee’s medical coverage shall be no less than the current levels for the term of the Collective Bargaining Agreement. In the event the Town increases its percentage of contributions for other town employees, the DPW/Highway employees shall be benefitted at the same rate. **Continue to Decline**

Add: Employees of the DPW/Highway Department who may choose to opt-out of the Town’s health insurance plan shall receive an annual opt-out bonus of \$1500.00 for single coverage and \$3000.00 for family coverage. Employees must be on the town’s insurance for a full-year before dropping and must remain off for at least an entire plan year of opt-out. **No Change from previous Tentative Acceptance**

## ARTICLE XXII – CLASSIFICATION-WAGE RATES

Section 1. Union countered with: FY18: 2%, FY19: 3%, FY20: 3% **Decline**

**Counter: FY18 – 2%, FY19 – 2%, FY20 – 2%**

The Board feels they have set precedent by offering 2% a year to other contracts and feels that is what they should stay with. Selectman MacDonald wants it on the record that he opposes automatic pay increases.

Add: Cell Phone Stipend: DPW/Highway Department employees shall receive a monthly stipend \$30.00 for use of personal cell-phones for town business. **Decline**  
**Town counter: \$20/month for use of personal cell-phones**

**Town Proposal – Strike Section 2 entirely.**

#### ARTICLE XXIII – OVERTIME AND CALL-IN PAY

Section 4. Change “eighteenth to sixteenth” and “nineteenth” to “seventeenth”. **Tentatively Accept**

ADD: When town hall is closed for a snow day, Highway Department employees shall be credited with 8 hours comp time. **Accepted with counter: Comp time must be used by the end of the fiscal year.**

#### ARTICLE XXV – DURATION OF AGREEMENT

Section 1. Change “July 1, 2014” to “July 1, 2017”

Change “June 30, 2017” to “June 30, 2020” **Accept**

Add “DPW Addendum” (Per Hour Incentive for Additional licenses) dated December 31, 2014 to The Collective Bargaining Agreement. **Accept**

“In submitting this Proposal, Teamsters Union Local 170 reserves the right to add to, delete, modify, amend or change this Proposal at any time during the course of negotiations.”

Selectman O’Neil made a motion to accept the proposals and countered items as discussed and presented. Selectman Watson seconded and the motion passed on a roll call vote.

Dunn – Yes, Watson – Yes, Wood – Yes, MacDonald – No, O’Neil – Yes

Next, the Board discussed the Police Union Contract and went through their proposals.

### **PROPOSALS FOR GROVELAND POLICE, MASSCOP LOCAL 420**

Change “Patrolmen/sergeant(s)” and “Patrolman/sergeant” to “Employees covered by this agreement” or “All employees” throughout the CBA.

Change “patrolman” to patrol officer throughout the CBA.

Change all male pronouns to gender-neutral pronouns throughout the CBA.

#### 1. Article V – PAYROLL DEDUCTIONS OF UNION DUES AND ASSESSMENTS

AMEND by striking the last sentence: “The Town reserves the right to change to a bi-weekly payroll system anytime after July 1, 2005.”

#### 2. Article XII – WORK WEEK SCHEDULE

ADD to Section 1: The rank of Lieutenant shall work a 5/2 shift with the hours of Monday thru Friday 7:00 AM to 3:00 PM with weekends and holidays off and will receive five (5) additional compensation days as a result of an administrative shift assignment.

**This item is pending additional information from the union rep.**

3. Article XIV – SICK LEAVE - Page 8, 9, New Section

If any employee uses no sick time from July 1<sup>st</sup> through December 31<sup>st</sup>, they shall receive one (1) additional personal day. If an employee uses no sick time from January 1<sup>st</sup> through June 30<sup>th</sup>, they shall receive one (1) additional personal day. One (1) additional personal day shall be granted if no sick time is used for the entire fiscal year.

4. Article XIV – SICK LEAVE - Page 8, Section 1

Remove maximum accumulation amount and add language as identified below.

Amend Section 1 – REMOVE the phrase “to be accumulative to two hundred fifty (250) days.”

Amend Section 1 – ADD Language: Employees may use up to three (3) sick days **per year**, for illness of an immediate household family member.

Amend Section 1 – by striking the sentence “All new Patrolmen hired as of July 1, 2008 or later shall be allowed to accrue a maximum of 180 days of sick leave with 30% buyback at death or retirement.”

Article XIV – SICK LEAVE - Page 9, Section 2

Amend Section 2: ADD - All employees hired between July 1, 2008 and June 30, 2017, and covered by this agreement, upon retirement or death, shall be allowed to buy back 30% of a maximum of 180 days.

All new employees hired as of July 1, 2017 or later, and covered by this agreement, upon retirement or death, shall be allowed to buy back 20% of a maximum of 180 days.

ADD – In instances where an employee has been absent for three (3) consecutive workdays or more on account of sickness, or where the town suspects sick leave abuse may be occurring, the employee will be required by the Town to submit a doctor’s certificate to the Chief of Police as proof of illness prior to receiving sick leave pay. If the certification of the physician is not filed by the employee within seven (7) days, then such absence may be applied or charged at the discretion of the Chief of Police, to vacation time, personal time, or absence without pay.

Article XIV – SICK TIME - Page 9, Section 4

Amend the second sentence to replace the word shall with the word may. The Chief of Police **may** assign light duties which may include desk duty, dispatching, or clerical work.

Article XIV – SICK TIME - Page 10, Section 9

Amend the third sentence to remove the words “Blue Cross/Blue Shield” and replace it with “Town’s Group Insurance Program”

5. Article XVII – OUTSIDE DETAILS - Page 12, Section 1

\$55 for all details, private and town details.

6. Article XVIII – CLOTHING ALLOWANCE - Page 13

Increase clothing allowance by \$25 to a maximum of \$1200

Article XIX – HEALTH INSURANCE PLAN – Page 13

Strike the entire paragraph and replace it with:

The Town shall provide each full-time employee with the same medical coverage and cost as other Town employees under Massachusetts General Laws c. 32B.

Employees who may choose to opt-out of the Town’s health insurance plan shall receive an annual opt-out bonus of \$1,000.00 for single coverage and \$2,500.00 for family coverage. Employees must be on the town’s insurance for a full-year before opting out and must remain off for at least an entire plan year once opt-out bonus is paid.

7. Article XX – WAGES – COMPENSATION – PAY RATES - Page 14, Section 2

2% for each year of the contract

8. Article XX – Page 14, Section 2

AMEND Section 2

Patrol sergeant’s pay shall be five (5%) percent over the highest patrol officer’s base pay.

Detective sergeant’s pay shall be ten (10%) percent over the highest patrol officer’s base pay.

Administrative sergeant’s pay shall be fifteen (15%) percent over the highest patrol officer’s base pay.

Lieutenant’s pay shall be thirty (30%) percent over the highest patrol officer’s base pay.

Patrol Officers serving in the role of Detective shall receive a five (5%) percent differential.

The Board discussed this item at length. Selectman Watson is against creating an additional Sergeant’s position. He doesn’t understand the need for it. Ms. Dembkoski informed the Board all these changes, including adding an additional Sergeant will remain budget neutral. There is no impact given the current differentials are higher and the union is agreeing to lower the differentials to accomplish this. It was explained that adding a third sergeant is a way of recognizing a current officer and their duties, which are more than a patrolman normally handles.

The Chair asked for a sense of the board and Selectmen O’Neil, Wood, MacDonald, and Dunn were in favor of these changes, while Selectman Watson was against.

9. Article XX – Page 14, Section 3

Effective July 1, 2017, employees, who are non-Quinn eligible shall receive a 5% educational incentive for a Bachelor’s Degree and 2.5% for an Associate’s Degree, **Amended with “in criminal justice, law, law enforcement or other qualifying job related degree from an accredited institution at the Chief’s approval.”**

And Strike the sentence “Effective September 2011, the town agrees to pay \$500 annually to any employee who has obtained a minimum of an associates degree and is non-Quinn eligible.”

Ms. Dembkoski also explained how adding this educational incentive is budget neutral. The savings with Chief Kirmelewicz's departure, and his Quinn bill funds, has freed up funds, and some of those would be used for these incentives. The remainder of the funds were disbursed back into the budget.

10. Article XX – Page 14, Section 4

Employees, who regularly working 3:00 PM to 11:00 PM shall receive a differential of five (5%) percent and employees, who regularly working 11:00 PM to 7:00 AM shall receive a differential of ten (10%) percent. No shift differentials will be paid for shifts outside of regular schedule.

Selectman Wood made a motion to accept the proposals as read, discussed, and amended as identified. Selectman O'Neil seconded and the motion passed on a roll call vote.

Dunn – Yes, Watson – Yes, Wood – Yes, MacDonald – Yes, O'Neil – Yes

Selectman MacDonald would like it recorded that he agrees with all items except item 7, as he is against automatic pay increases.

Finally, the Board discussed the Finance Director's contract.

Selectman Watson stated there was a typo, which needs to be corrected on page 3, Section D. Change his to her.

Ms. Dembkoski stated she did a salary survey on her position, as asked by Selectman MacDonald, and even though she is at the low end of the range and handles more tasks than all others in the survey, she understands the economic climate and is asking for nothing additional. Simply to renew the terms of the existing contract for three years and provide the same 2% increase per year granted to all other contracts.

Selectman O'Neil expressed his thanks and appreciation for Ms. Dembkoski and the professionalism she has brought to the Town. Chair Dunn also stated that while he does not always agree with her, he trusts Ms. Dembkoski and knows she loves her job. Selectman Wood said he echoes the comments of Selectmen O'Neil and Dunn.

Selectman MacDonald said he has issues with reports not being provided and information not being as available as he would like. He understands there are some limitations with staff and software, but he would like to see better financial reporting.

The board discussed the term length. Selectman MacDonald doesn't agree to three year contracts and feels it should be a year-to-year contract.

Pending no further discussion, Selectman Wood made a motion to approve a new contract for the Finance Director, for July 1, 2017 through June 30, 2020 with a 2% increase in each year and no other changes. Selectman O'Neil seconded and the motion passed on a roll call vote.

Dunn – Yes, Watson – Yes, Wood – Yes, O'Neil – Yes, MacDonald – Yes, but with exceptions to the automatic increases and the three year contract term.

Selectman MacDonald made a motion to end the Executive Session and adjourn the meeting at 9:53pm.  
Selectman Wood seconded and the motion passed on a roll call vote.  
Dunn – Yes, Watson – Yes, Wood – Yes, MacDonald – Yes, O’Neil – Yes

*True Attest:*

A handwritten signature in blue ink, reading "Denise M. Dembkoski". The signature is fluid and cursive, with a horizontal line extending from the end.

*Denise M. Dembkoski*  
*Finance Director*

*\*\*\* Unanimously Approved on April 18, 2017 \*\*\**