

May 6, 2002

**BOARD OF SELECTMEN  
EXECUTIVE SESSION MINUTES  
MAY 6, 2002**

Present:     Arnold Wilson, Chairman  
              Charles Blanchard  
              George Dib  
              Hal White  
              Doris Sosik  
              James Malloy, Town Administrator

The Chairman called the executive session to order under MGL Chapter 39, §23B, paragraph #3: To discuss strategy with respect to collective bargaining or litigation, and paragraph #6: To consider the purchase, exchange, taking, lease or value of real property, not to reconvene in open session.

**Police Labor Negotiations**

H. White and J. Malloy met with the Police Union, and the local understood or agreed to most of what the Selectmen had offered with the following exceptions:

- Section 10.5 – To agree to the Selectmen’s request to eliminate sick leave buyback for employees that are terminated, but they asked to make a distinction between “non-voluntary termination” such as a layoff, in which case they asked that the sick leave buyback apply to “termination with cause” which they would agree to eliminate the sick leave buyback. They also agreed with the Selectmen’s offer of \$35 per day for the buyback, but asked to increase that to \$40 per day the final year of the contract.
- Section 19.4 – The union still wants a stipend for the Detective.
- Sections 20.1 – 20.8 (Extra Duty Details) – The Union agreed to the Selectmen’s offer but asked that Section 20.6 state “Employees will be paid \$31.00 per hour for all special duty details or time and a half the employee’s regular rate, whichever is more.”
- Section 21.2(H) – The Union agreed to the Selectmen’s offer to include a statement that the report must be filed as soon as possible, but in no case more than five (5) days.

Additionally, Mr. Malloy asked the Dispatchers to give the Board their wage request if they didn’t have an education incentive and if they had the same education incentive they now have. Mr. Malloy submitted a spreadsheet to

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the Board indicating that if they don't get any education incentive, their request is between 5-7% per year for the three years of the contract. If they keep the same education incentive, their request is between 3-7% per year.

J. Malloy and H. White will meet with the union on May 7<sup>th</sup>.

Regarding Section 10.5, it was the consensus of the Board not to increase the buyback to \$40 per day for the final year of the contract.

Regarding Section 19.4, it was the consensus of the Board not to agree to a stipend for the Detective.

Regarding 20.6 Extra Duty Details, it was the consensus of the Board that it state: "Employees will be paid \$31.00 per hour for all special duty details or time and a half the employee's regular rate, whichever is more."

Regarding the wage request, it was the consensus of the Board to negotiate the pay increase for the Dispatchers and grandfather those people who now have bachelor degrees and masters degrees, but not for new Dispatchers.

Regarding tuition reimbursement, the Board agreed that if a town employee wants to take courses, that should be done under tuition reimbursement, not education incentive.

### **Dumas Property**