

**BOARD OF SELECTMEN
EXECUTIVE SESSION MINUTES
JUNE 9, 2014**

Present: Mary Blanchard, Chairman
Priscilla Gimas
Mary Dowling
Mary Redetzke
Craig Moran
Shaun Suhoski, Town Administrator
Police Chief Thomas Ford

The Chairman called the executive session to order at 9:16 p.m. under MGL Chapter 30A, §18-25, Paragraph #3: To discuss strategy with respect to collective bargaining (Police union), not to reconvene in open session.

Police Union Negotiations

S. Suhoski informed the Board as to where negotiations are headed, and noted that everything is within the limits of his sense of the Board's discussion from the last meeting.

Article 4: Equal Opportunity

4.1: The provisions of this Agreement shall apply to all employees within this Bargaining Unit regardless of race, sex, color, national origin, age, **religion, sexual orientation**, or membership or non-membership in the Union. This principle shall be applicable in all phases of personnel administration and shall be binding on both the Town and the Union.

S. Suhoski said that language had been added regarding discrimination.

Article 6: Longevity

6.2: Seniority is calculated from the first day actually worked for the Town as a full-time sworn officer.

S. Suhoski said that this has changed a little bit, as the union wants seniority based upon first action worked as a full-time officer, so if someone changes rank, they don't lose seniority.

6.4: A list of the employees in descending order of seniority, by rank, as of the date of signing of this Agreement shall be maintained by the Department. This list will only be comprised of full-time employees, and is subject to change in the event of separations from service, new hiring, etc.

S. Suhoski said that in 6.4 they want seniority to still be by rank for sergeants, but they don't want to lose seniority for vacation and longevity.

S. Suhoski noted that 6.12 states: "Any employee who is granted a promotion, (i.e. patrolman to sergeant), or has a change in rank (patrolman to detective) or any other change in rank, should not affect that employee's seniority as a police officer, for example, suspension, voluntary or not voluntary demotion."

Chief Ford said that if an officer goes to another rank, there are no provisions in the contract for them to go back to the rank of patrol officer.

M. Dowling said that when they are awarded it, if there is an opening, they will retain their longevity with the Town; they don't want to be viewed as a new employee.

S. Suhoski said that he will fix the language on 6.2 and 6.4.

6.11:

Beginning July 1, 2014, members of the Union shall be eligible for a longevity award as follows:

At least 5 years and less than 10 years:	\$200
At least 10 years and less than 15 years:	\$350
At least 15 years and less than 20 years:	\$550
Over 20 years:	\$800

S. Suhoski said that the Board had given him authorization to negotiate up to what they had requested in their first request: \$250 - \$400 - \$600 - \$1,000 as part of a package.

Article 7: Health/Life Insurance

7.1: The Town shall provide the full-time employees **covered under** this Agreement the same health and life insurance that it provides other Town employees. The Town's contribution towards this health and life insurance shall be as follows:

Active employee:	Amount provided to all other town employees, with a minimum of 50 percent
Spouse and children:	If the employee is killed in the line of duty, the Town shall pay 100 percent of the cost of the existing health and life insurance coverage until such time as the spouse remarries subject to Town Meeting acceptance of MGL C. 32B §9G.

S. Suhoski said that the Town would provide the health insurance benefit if an officer is killed in the line of duty, and the Town would pay 100% of the health insurance for the spouse.

M. Redetzke asked about when the spouse turns 65 and goes on Medicare. S. Suhoski said that they are required to go on Medicare upon reaching age 65, and supplemental insurance they could buy at 50% for retirees. M. Blanchard said that Town Meeting

approved 50% for retirees. M. Dowling said that it would be subject to Town Meeting acceptance of MGL Chapter 32B. S. Suhoski said that it has been in the contract for two cycles, and he will check on that and confirm it before finalizing it. M. Redetzke said that the date it had been approved by Town Meeting should be put into the contract.

P. Gimás said that the Town would cover 50% of the insurance until such time as the spouse remarries or retires or turns 65 and goes on Medicare.

S. Suhoski said that 7.2 was removed because it was covered under 7.1.

C. Moran asked whether it includes police officers and dispatchers. S. Suhoski said that it does. C. Moran suggested changing it to police officers. S. Suhoski said that dispatchers would be covered under this agreement if that employee were to be injured or killed in the performance of his duties.

M. Dowling said that she was not going to vote to treat dispatchers differently, as they are in the same collective bargaining unit, and they had petitioned to be included.

Chief Ford said that he had looked at the Town bylaws, and in 32B Section 9B under Article 7.1 for acceptance, and it doesn't appear that it has been accepted by the Town. He said that if an employee is killed in the line of duty, the Town should pay 100%; 32B – 9G would be the 100% rule in play. M. Blanchard asked that he check on the specifics. M. Dowling said that if it has not been accepted, it will be necessary to add a Special Town Meeting article. S. Suhoski said that right now, it is "50% if an employee is killed in the line of duty. This coverage shall extend until such time as a spouse remarries, subject to Town Meeting acceptance."

S. Suhoski said that the other item in Article 7 corrects the amounts in the agreement. He noted life insurance is offered, not provided, and is paid by the employees.

Chief Ford read Section 9G into the record. He noted that the surviving spouse may continue to get group health and dental insurance. He said that this particular section has been in the contract for a long time, but he didn't see it listed in the Town bylaws as an adopted section.

P. Gimás said that maybe it had been adopted, but was not put into the bylaws. S. Suhoski said that the Town Clerk puts the list of Town Meeting adopted articles into the General Bylaws. M. Dowling said that it has not been challenged because the situation has not come up. She said that if it has not been adopted, it will have to be included in the next Town Meeting warrant.

Article 9: Bereavement Leave

9.1 Increase bereavement leave to four (4) days off with pay for immediate family.

9.3 New paragraph 9.3 to allow one (1) day off with pay as bereavement leave for aunts and uncles.

S. Suhoski said that the union is asking that aunts and uncles be included. It was the consensus of the Board to agree to that addition.

Article 14: Personal Days

S. Suhoski noted that the Town rejected the union's request for an additional personal day, and agreed to reduce the advance notice for personal days to four hours minimum. They put back 14.4.

14.4 Employees entitled to one personal day for six-month period that they do not utilize a sick day.

Chief Ford said that it is a great reward system to reduce the amount of sick time abuse, and it is currently in the Personnel Handbook for non-union employees (there are no personal days given to non-union employees). The way that they can earn a personal day is by not using any sick time for six months, which is an incentive for people to save their sick days.

P. Gimas did not like the wording on this, and said that she would rather see them get ten sick days, two of which to be used as personal days. M. Blanchard agreed, and noted that sick time is abused.

M. Dowling agreed with Chief Ford because the truth is that abuse of sick leave is a reality. She said that this would put the Town in a better vantage point, and the Chief will be able to have some predictability in planning, because now they have become personal days, and they will give the Chief some advance notice.

P. Gimas said that there is an accountability factor, and if they are given two days within the ten sick days, the Chief will still be given notice. She said that they should give the Chief 12 hour notice to take a personal day. M. Dowling said that it is a practical matter of giving the Chief better predictability for his staffing. She was not in favor of joining sick days and personal days, noting that it would be necessary to go through the entire contract and change a lot of provisions.

Chief Ford said that he would not need a four hour notification if there are enough people working on the shift or if someone is available to cover the shift. He said that the four hour language gives him the ability to maintain department operations. He noted that 14.3 addresses the issue of last minute time off for personal days. S. Suhoski suggested not changing any of the advance notice requirements.

M. Redetzke asked whether they could take personal days and tag them onto vacation days. Chief Ford said that they could, and it has not caused any problems. He said that adding the personal day for the six month period (of not taking any sick time) will reduce the use of sick time, and gives employees the incentive to save their sick time.

P. Gimas asked whether unused sick time accumulates. Chief Ford said that it does, and is maxed out at 1,057 hours.

M. Dowling asked how the Board felt about 14.4. M. Redetzke said that it rewards people for not abusing the system. C. Moran agreed to the additional day.

Article 16: Work Week

16.5 While school is not in session, the SRO shall continue to work on youth-related activities, but may be assigned more than one (1) cruiser shift per week. During this period, the SRO will be assigned to a regular shift as per Section 16.2 of this Article, at the discretion of the Chief of Police. The Chief shall provide reasonable notice for any shift changes, in no instances shall the notice be less than seven (7) days.

S. Suhoski said that the union had expressed concerns to him about the SRO assignment. He said that the union had met with the Chief, reported back, and it sounded acceptable to them.

Chief Ford said that this language was designed around an SRO that had come to them from a federal grant. Regarding shift changes, this gives him the ability to have that officer cover patrol related activities.

C. Moran said that while school is not in session during school vacation, the SRO should continue to work with youth-related activities and should be covering vacation time for other officers. Chief Ford said that there are some different initiatives for the summer, such as the RAD Kids Program, youth bonfires and other programs with the kids. He said that it leaves the designation to him. He felt that it would cause an undue hardship on the SRO position if that officer has to work the midnight shift, then an evening shift the next day, then a day shift because that officer is doing vacation coverage. He said that the only alternative would be to rewrite 16.5.

C. Moran said that the SRO should be at Tantasqua High School rather than at Burgess Elementary School. P. Gimas expressed concern about children making dangerous online contacts. She said that the SRO serves to educate the students at Burgess about these dangers. M. Dowling said that the SRO had been voted on at Town Meeting. M. Blanchard noted that it had been voted in for three schools.

M. Redetzke suggested that the article be rewritten so that the Chief can utilize the SRO as needed for different things. She said that when the SRO had been voted in, a lot of people thought that the SRO would be in three schools, not just one. She said that the Town needs an SRO, but not just committed to the elementary school.

M. Dowling said that Town Meeting had known that the only place that there would be an SRO would be at Burgess. M. Blanchard said that it was the intention that hopefully the SRO would be spread to the other schools. M. Dowling said that she agreed with the language.

Chief Ford said that the language that is written gives him the latitude to put the SRO on staff assignments during the week, back in rotation. He said that it would cause too much of a disruption to the schedule and to the personnel if she bids her shift, then bids off on an assignment.

Article 18: Wages

18.1 Depending upon agreement on package deal, increase base wages as follows:

FY15	2.75 percent
FY16	2.75 percent
FY17	2.75 percent

Note: The Union is at 3 percent per year.

S. Suhoski said that his intent is to settle for less than 9% increase over the three years and keep it under 3% in the next fiscal year.

M. Dowling said that non-union employees are getting 2.5% for FY15. She suggested 2.5%; 2.75%; 2.75%. M. Redetzke agreed and considered that to be fair. She noted that looking back, the unions got so much more than the non-union employees, which is not balanced.

18.4 Retain maximum of three (3) stipends but increase from \$150 to \$200.

C. Moran asked about the status of firearms certification. Chief Ford said that there is a separate list for certifications, which he will provide to the Board and the Town Administrator. He noted that employees will be eligible for a stipend for each certification as long as they maintain it and don't lose it.

M. Redetzke said that she would not increase it. S. Suhoski said that he has already offered the increase, which the Board had authorized at the last meeting.

Article 19: Paid Details

The Town seeks a "Town detail rate" to be 1.5X officer's wage. The Union rejected this, but S. Suhoski thought they would accept it with a package deal. The Union does wish to "freeze" the current detail rate for this contract.

S. Suhoski said that the Chief had clarified the Town's detail rate. He suggested inserting it. He said that the Union is opposed to the quartermaster system, as they think it will be difficult and will take away their flexibility with respect to their clothing allowance.

Chief Ford said that the Town should provide the officers with their equipment. S. Suhoski said that they have rescinded their request to increase the clothing allowance.

Article 34: Performance Appraisal System

The Town seeks to develop an improved performance evaluation system in collaboration with the Union. The Union has moved back from their initial position and seeks no change to the current system.

S. Suhoski said that everybody wants to get a more succinct performance evaluation. They feel that there were too many subjective categories. Chief Ford said that they don't want to have anything to do with it this year.

Article 45: Change Dates of Agreement

The Town would agree to a July 1, 2014 through June 30, 2017.

S. Suhoski said that he would research MGL Ch. 32B, 9G and the Chief will provide the list of certifications to the Board. They will fix some language and come back with a revised proposal.

MOTION: To adjourn, by M. Dowling

2nd: M. Blanchard

Roll Call Vote: M. Blanchard in favor; P. Gimás in favor; M. Redetzke in favor; M. Dowling in favor; C. Moran in favor.

The meeting was adjourned at 11:38 p.m.

Respectfully submitted,

Judy Knowles

BOS Clerk

Date