

BOARD OF SELECTMEN

MEETING MINUTES

Monday, March 9, 2020

Groveland Town Hall,

183 Main St, Groveland, MA 01834

APPROVED on 3.30.201

BOS Unanimous

Released on 8.2.2021

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TOWN OF GROVELAND

2021 AUG -4 PM 1:51

TOWN CLERK

ATTENDANCE: Selectmen Kathleen Kastrinelis, Bill O'Neil, Ed Watson, and Mike Wood

ABSENT: Chair Bill Dunn

ALSO PRESENT: Denise Dembkoski, Finance Director

Vice-Chair Watson opened the public meeting at 6:00 pm.

Executive Session I: Selectman Kastrinelis made a motion to enter executive session pursuant to M.G.L. c. 30A, §21 (a) (2) for the purpose of negotiating with the Police Chief. Vote may be taken.

Selectman Wood seconded and the Board approved entering executive session after an affirmative roll call vote.

Police Chief Jeffrey Gillen was present for this Executive Session.

Discussion took place regarding the police chief's contract. Selectman Watson brought up the Chief working Holidays. He asked why the Chief doesn't just not work the holidays. The Chief discussed that he would like to have the holidays off, but add the cost of the holiday pay into his base. He estimates it to be around \$7,000.

The Chief has done some recent salary surveys to see where he stands with area Chiefs. Adding this to base with allow him to be close to the Merrimac Chief. See attached for his proposal.

Selectwoman Kastrinelis asked if the money would be moved from the overtime line to the police chief salary line. The estimate for ten holiday is \$7330.40.

Section 3. Compensation & Benefits – The Chief presented comparable salaries and identified his current income. The Chief is requesting to have the holidays rolled into base and a 2% increase added for FY21 to that to make his requested salary be \$138,063. Selectwoman Kastrinelis thinks we can absorb 2% on top of the existing salary for each year of the contract. Selectman O'Neil thinks the proposal is extremely reasonable given the caliber of work the Police Chief produces. Selectman Wood has no problem with the proposal and thinks Jeff's leadership is outstanding.

The FY21 salary will be \$138,063 with a three (3) year contract with a 2% escalation each year.

Amend Section C. 6. Holiday Pay: The Chief shall have all town-recognized holidays off.

Section 10 – Automobile

The Chief believes the phrase "no overnight personal travel" creates a bit of a hardship. In the past, he has had to take two personal vehicles because the limitations in the contract. He is asking to have that phrase stricken from the contract. Selectman O'Neil believes the language was put in because of a prior employee abusing the automobile. He believes it is about trust and he has the full trust in the Chief not to abuse the automobile. Chief Gillen stated he would be fine with having a distance or time limitation, but having no overnight travel is problematic. He has a house approximately 2 hours away and 108 miles away. Selectman Watson stated you average 50 miles per hour.

The Board discussed what the distance/time should be. **The Board agreed to amend Section 10 to remove “exception of overnight personal travel” and replace with “for personal use not to exceed 150-miles one-way.”**

The Board discussed the term of the contract. Should this be a three-year contract or provide for a three-year contract plus an option to extend included within. If the Board added an option to extend for an additional period, would they still be open to a full negotiation or could they only extend an option to extend.

Selectman Watson believes it is not appropriate to add that language in that may tie the then Board's hands. Selectman Wood asked why wouldn't you want to keep an employee like Jeff in this position. Selectman Watson stated it is not about the current Chief. It is not equitable to give one employee a contract with an extension option while others may not have that. Selectman O'Neil thinks that argument becomes null and void if they do not wish to extend the option.

Selectman Wood and O'Neil stated they would like to add to Section 2. Term “The terms of this contract may be extended upon mutual agreement for one two-year period subject to its current terms and subject to negotiation of Section 3b of Compensation & Benefits”

Selectman Watson stated with no disrespect, having a mutual agreed extension is no easier than renegotiating the contract as a whole versus negotiating just the salary. Selectman Wood thinks you're talking one bullet point versus the entire contract. Selectwoman Kastrinelis feels this may be the final contract for the Chief and as a good gesture of recognition this option should be extended. Something like this would not be offered for every employee, it is for his hard work and dedication.

Selectman Wood made a motion **that the FY21 salary will be \$138,063 with a three (3) year contract with a 2% escalation each year and to remove section 3c1, educational pay.**

Amend Section C. 6. Holiday Pay: The Chief shall have all town-recognized holidays off.

The Board agreed to amend Section 10 Automobile to remove “exception of overnight personal travel” and replace with “for personal use not to exceed 150-miles one-way from Town Hall.”

Vice Chair Watson seconded, with roll call vote, Kastrinelis – Yes, Wood – Yes, O'Neil – Yes, Watson - Yes

Vice Chair Watson made the motion to Amend Section 2 Term to add “the terms of this contract may be extended upon mutual agreement for one two-year period subject to its current terms and subject to negotiation of Section 3b of Compensation & Benefits”

Selectman Wood seconded with a roll call vote O'Neil – Yes, Wood – Yes, Kastrinelis – Yes, Watson – No

Motion by Selectman O'Neil to ratify new agreement with Jeff Gillen, Police Chief of new three-year contract with two-year extension as previously outlined and agreed upon. Seconded by Selectman Wood. Roll Call Vote unanimous by all.

Motion by Selectwoman Kastrinelis to close Executive Session I at 7:11pm. The Police Chief left the meeting.

EXECUTIVE SESSION II - Pursuant to M.G.L. c. 30A, §21 (a) (2) for the purpose of conducting contract negotiations with the Finance Director. (Votes may be taken)

Ms. Dembkoski presented the Board with a packet of information including a salary comparison worksheet, a snapshot of the finances of the town from FY2014 to FY2019 and a proposal of amendments to the current contract, including a salary proposal, a car allowance, and an amendment to professional development. See attached for her proposals and other documents presented.

Dembkoski requested an FY21 salary of \$120,000 (just under a 6% increase), with a 3% increase in year two and a 2% increase in year 3. She requested a \$50 per pay period car allowance and asked to change the professional development from anything over one day's duration requiring BOS approval to anything over three days. She stated that her annual Treasurer/Collector certification is three days.

Selectman Wood stated he knew Ms. Dembkoski did a lot, but laying out the financial picture in details to see the state of the finances is a huge help. In his opinion, he would give her the Town Manager job immediately. He believes she does all the duties as a Town Manager would. He is agreement with the salary, the car allowance, and has no problem with the professional development change.

Selectwoman Kastrinelis looks at it similarly to Selectman Wood. She would like to see the Assessor's Office absorbed into the Financial Department. We have a lot of new department heads that look to Denise for advice and assistance and not once has she said "not my job." While we cannot match the wealthier communities like West Newbury, but should still compensate accordingly. We have made good decisions on the town finances and the town over the last number of years. We have added a lot of responsibilities to the financial departments and it's just not fair to keep adding on without compensating accordingly.

Selectwoman Kastrinelis is fine with making the one time pay adjustment for FY21, but keep the additional two years of 2% per year.

Selectman O'Neil thinks the job the Denise does here is outstanding. He is not afraid to say that he applied for the Finance Director job, and he is glad she got it over him. The material weaknesses on the audit report were alarming, and the fact that they were able to be cleaned up in such a short period of time is remarkable and the office runs better than it ever has. But much like anything else in life, if you want the value, you have to pay for it. Sometimes you have to pay a little more to get the value that person brings to the position. She keeps us in line and knows the laws inside and out. He is in favor of the 6% for year one and the 3% and 2% for the next two years, or may want to break it out to a 2 ½% and 2 ½%. Selectwoman Kastrinelis thinks it is best to keep all contracts the same in the out years. The pay adjustment can be easily explained for the first year as a one-time adjustment and keep the other years the same. She doesn't know that she could explain the 3 and 2%, versus the 2 and 2%. Selectman O'Neil thinks it could be explained. Kastrinelis thinks merit makes it difficult when others are looking for merit increases. She would rather the personnel bylaw could start looking at a merit review process.

The Board discussed the Finance Director's request and what is consistent and fair in their opinion. Selectwoman Kastrinelis asked why not just give the adjustment in the first year and not drag it out another two years. Selectman O'Neil stated it's because she did not ask for it. Selectman Watson likes the 2% for the additional two years. He thinks it is going to look unfair to other contracts in the outlying years. How do you give it to one and not the others? There should be a salary survey for all positions. He thinks people are going to see a 6% increase – bring it up as a 2% increase then find a way to add in the other 4% in other ways. Take the highway union for instance – they're going to want the same thing.

Selectwoman Kastrinelis would like to see the salary adjustment made in year one of the contract. Selectman O'Neil asked about the proposal for the car allowance and asked how many pay periods there are a year. Ms. Dembkoski stated there are 26 pay periods.

Selectman O'Neil said here's what I recognize, the Free Cash, Stabilization Fund and Available Funds have grown exponentially over the last six years.

Selectman O'Neil made a motion to accept the contract proposal as presented by Denise with the following changes, **a three-year contract with a July 1st 2020 salary of \$120,000 with 2% each additional year, to add a \$50 per pay period car allowance and no additional mileage reimbursement and to amend the one-day educational travel to three days.**

Seconded by Selectman Wood. Roll Call vote – O'Neil – Yes, Wood – Yes, Kastrinelis – Yes, Watson – Yes Unanimous by all.

Motion by Selectman O'Neil to ratify the three-year contract with Finance Director Denise Dembkoski with the aforementioned amendments. Seconded by Selectman Wood. Roll call unanimous by all.

EXECUTIVE SESSION III – Pursuant to M.G. L. c. 30A, §21 (a) (2) for the purpose of discussing strategies with regards to collective bargaining agreements. (Votes may be taken)

Dembkoski discussed the upcoming union negotiations and informed the Board that she gave the unions until the end of March to have negotiations wrapped up if they want any increases to go to Town Meeting.

Roll Call to end Executive Session

O'Neil made a motion to end the Executive Session at 8:07pm, seconded by Selectman Kastrinelis – roll call vote was unanimous

A motion to adjourn the meeting at 8:07pm was made by Selectman Wood, seconded by Selectwoman Kastrinelis – unanimously approved.

***Approved on March 30, 2020 by a vote of 4-0-1 with Chair Dunn abstaining ***