

TOWN OF GROVELAND  
BOARD OF SELECTMEN  
SPECIAL MEETING MINUTES  
Monday, October 21, 2019  
Groveland Town Hall,  
183 Main St, Groveland, MA 01834  
2019 DEC 30 PM 1:25  
TOWN CLERK  
RECEIVED/POSTED

Attendance: Chair Bill Dunn, Vice Chair Ed Watson, and Selectmen Kathleen Kastrinelis, Bill O'Neil, and Michael Wood

Also Present: Finance Director, Denise Dembkoski

*The meeting was called to order at 6:02 PM.*

Selectwoman Kastrinelis made a motion, seconded by Selectman Wood, to enter into Executive Session in accordance with to M.G.L. c. 30A, §21 (a) (2) for the purpose of discussing strategy with regards to employment negotiations with Robert Valentine, for the position of Fire Chief. (Votes may be taken). – Motion passed unanimously on a roll call vote.

*The Board entered Executive Session at 6:03pm and plans to adjourn in Executive Session.*

The Finance Director provided a draft contract she wrote up with highlighted sections to be discussed and decided upon by the Board (attached). The term of the contract was discussed. The Finance Director cautioned against a full three-year contract to start, as that would put the expiration in the middle of a budget year. The Board would have to budget for the renegotiations by March, for a November renegotiation, and it could be looked at as an unfair labor practice. She recommends this initial contract term end June 30, 2022, at which point a new three-year contract could be implemented. Board members discussed the impact of a two-year, seven-month contract versus a full three-year contract. The Board settled on an initial term ending on June 30, 2022.

The Board discussed compensation and benchmarks with an increased salary as certifications are obtained.

Selectman Watson recommends starting at \$80,000, if he obtains his Associates Degree give him a boost to \$85,000. Selectwoman Kastrinelis would like to also tie in the MA Fire Chief Credentials. Chair Dunn thinks we should start at the \$75,000 since he is missing some credentials. Selectman Watson thinks should get a bump based on obtaining all the certifications.

The Board agreed to propose a starting salary of \$75,000, and they (the Board) will schedule a meeting three months from the commencement date, and if Associates Degree, MA Fire Chief Credentials, and Mass EMT certification have been obtained, the salary will be increased to \$80,000. The first six (6) months of employment are considered a probationary period for employees. This period is intended to provide a reasonable time period during which the employee can demonstrate the ability to perform the duties of the position. If all certifications have not been obtained within the first six (6) months, the Board will meet with the Fire Chief to renegotiate the terms of this agreement. The Board agreed to a 2% increase on July 1, 2021.

The Board discussed and agreed to offer the following benefits:

1. Vacation Leave: There shall be no vacation time accrued during the probationary period. Beginning on July 1, 2020, and in each subsequent twelve (12) month period from

July 1st through June 30<sup>th</sup>, the Chief shall be entitled to 15 days of vacation leave. No more than 10 days of unused vacation may be carried over from one year to another. Vacation leave shall be scheduled by the Chief so as not conflict with the needs of the Town. Unused vacation shall be paid in full to the Fire Chief upon termination.

2. Sick Leave: The Chief shall accrue 15 sick days per year, which shall be accrued at 1.25 days per month. Should the Chief be out sick more than three (3) consecutive days, the Town may require a doctor's certification. There will be no payout of unused sick leave upon retirement or death.

3. Personal Leave: In the initial year of the contract, and until June 30, 2020, the Chief shall be entitled to three (3) days of personal leave. In each subsequent twelve (12) month period from July 1st through June 30<sup>th</sup> the Chief shall be entitled to 3 personal days per fiscal year to be taken at the Chief's discretion.

4. Bereavement Leave: In the event of the death of a spouse, son, daughter, father, mother, stepson, stepdaughter, stepfather, stepmother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any person not classified above, but who permanently resides with the family of the Chief, the Chief shall be granted 3 days off, and in the event of a death in the Chief's family for a relative other than those herein enumerated, the Chief shall be granted 2 days off as bereavement leave within a reasonable amount of time without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal, or vacation leave.

5. Holidays: The Chief shall be entitled to the same holiday schedule, as provided by the Town's Personnel Procedures Manual.

6. Clothing/Equipment Allowance: The Chief shall receive an annual allowance of \$1,200 each fiscal year for the purchase and maintenance of job related clothing. In addition, he shall be entitled to a cell phone and service, covered by the Town.

7. Insurance: The Chief shall be eligible to obtain health, dental, and life insurance with the same coverage and cost as other town employees under Massachusetts General Laws c. 32B.

The Board members reviewed the desired Hours of Work section and agreed to the following:

The position of Fire Chief shall be a salaried position structured to best fit the needs of the Fire Department given the tasks and duties held by the rank of Fire Chief. The work week shall consist of normal business hours and other hours, as required or necessitated for the proper performance of his duties and responsibilities, subject to all other provisions of this agreement.

The Chief further agrees to devote that amount of time and energy which is reasonably necessary for the Chief to faithfully perform the duties of Fire Chief under this Agreement. (Expected to be a minimum of forty (40) hours per week)

In addition, the Fire Chief agrees to keep the Board of Selectmen or its designee advised regarding times when the Fire Chief expects to be absent from Town or otherwise unavailable for periods greater than (3) consecutive days.

Further, it is recognized that in order to adequately accomplish the duties of the Fire Chief, the Chief must devote a great deal of time outside the normal office hours to the business of the Town. Such additional time includes, but is not limited to the time required to represent the Town at various meetings and events, meetings with the Board of Selectmen and other Town boards, commissions, departments and Town Meetings, and the time necessitated by emergency situations. It is acknowledged that the position is one of

the Executive/Administrative nature, as that term is used in the Fair Labor Standards Act. There shall be no paid overtime for said additional hours worked. To that end, the Fire Chief shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours of that same pay period.

The Board reviewed the Professional Development and Professional Affiliations section. Selectman O'Neil articulated that the majority of the time should be spent in the office or in Groveland. While there are meetings and trainings that the new Chief could attend, there should be some discretion to be available, as much as possible. Selectman Watson, agreed but stated that association meetings are imperative for networking opportunities.

Board members discussed an automobile for the Chief and agreed to provide the "command vehicle" for his official and reasonable personal use. Like they did with Police Chief Gillen, the Board agreed to limit personal use to no overnight personal travel, and the Chief is expected to leave the vehicle in the station during scheduled vacations.

Next the Board members debated the residency requirement and when to implement the requirement. Several board members felt it was appropriate to give three (3) months to the Chief to allow him time to find a place within a thirty-minute response time. Other Board members felt that is not acceptable. The requirement is a condition of employment and we need assurances that the Chief is accessible and not traveling to and from Rhode Island every night. During the interview, Mr. Valentine stated that he planned to rent something until they could find or build a new home in the area. In the end, the Board, as a whole, felt, if Mr. Valentine isn't confident he is able to have someplace to stay by the time he begins work, then he can request that during these negotiations.

Finally, the Board discussed the sections pertaining to Discipline, Suspension, Resignation and Termination. The Finance Director informed the board that the language contained in these sections are standard language in accordance with the Open Meeting Law and other town contracts. The Board agreed to these sections as written.

The Board agreed to have the Finance Director forward the draft contract to Mr. Valentine for review. Should he wish to make a counter offer or wish to engage in negotiations, he will contact Ms. Dembkoski. The Board scheduled a follow-up Executive Session for Monday, October 28, 2019 at 5:30pm. At that time, they will either review any counter proposals, or perhaps meet with Mr. Valentine to finalize the contract, should he be ready.

*The Board adjourned the meeting at 7:37pm on a motion by Selectwoman Kastrinelis, Seconded by Selectman Wood. Unanimous on a roll call vote.*

Respectfully submitted,

Denise M. Dembkoski  
Finance Director

Attachments: Draft contract with highlights for discussion/review  
Finalized draft to be presented to Mr. Robert Valentine for the position of Fire Chief  
Fire Chief job description dated July 8, 2019

\*\*\* Unanimously Approved on November 12, 2019 \*\*\*