

BOARD OF SELECTMEN
MEETING MINUTES
March 8, 2017
6:00 P.M.
Groveland Town Hall
183 Main St, Groveland, MA 01834

Attendance: Chair Bill Dunn, Vice Chair Ed Watson, and Selectman Michael Wood

Absent: Selectmen Daniel MacDonald and Bill O'Neil

Also Present: Finance Director, Denise Dembkoski

Chairman Dunn opened the meeting at 6:10 pm and made a motion to enter executive session pursuant to M.G.L. c. 30A, §21 (a) (2) for the purpose of negotiating collective bargaining agreements. Vote may be taken.

Selectman Watson seconded and the Board approved entering executive session after a roll call vote. Dunn – Yes, Watson – Yes, Wood – Yes

Ms. Dembkoski went over the collective bargaining proposal for the Dispatchers Union. She identified what the dispatchers were looking for in their 3 year contract and she outlined language changes that she and the Deputy Chief proposed be added.

The Board approved items one through eight on the breakdown and discussed the three pending issues. They agreed to support the request of a 2% increase per year. Clarified language on vacation buy back as identified in the current contract, by adding a one month's notice to request vacation buy back. Finally, discuss sick buy back and proposed language for new hires after 07/01/17 that their buy back would only be 20% of 150 days, down from 30% of current employees.

1. 3 days per year of current sick time for "Family Sick". Limited to use for spouse, children, or immediate family residing in the same household.
2. Carry up to ten (10) days unused vacation time over to following fiscal year.
3. Unlimited accrual of sick days, however, keep the buy back at 30% for 150 days upon retirement.
4. Page 7, Article 7, 6th section: Change vacation request time from forty-eight (48) hours to seventy-two (72) hours.
5. Page 10, Article 10 – 1st paragraph on page: Eliminate "Employees who are required to work past his/her regular eight (8) hour shift will be paid a minimum of four (4) hours pay at time and one-half"
Replace with, "Employees who are required to work past his/her regular eight (8) hour shift will be paid for any additional time worked at time and one-half"
6. Page 16, Article 22, section C: Increase the Leaps Representative to one dollar (\$1.00) per hour
7. Page 9, Article 8, top paragraph: Remove entire paragraph. "Each Fiscal year (July 1 – June 30) each employee shall be allowed to buy back one-half of their accumulated sick leave for that year. The remaining one-half will be removed from the employee's accumulation."

8. Page 11, Article 12, 5th Line: change “in the event of death or a daughter-in law” to In the event of death of a daughter-in-law”
9. 2% increase a year, for each year of the contract
10. Page 7, Article 7, 8th section: Vacation buy-back of up to five (5) days with one month’s notice shall be allowed.
11. Sick Buy Back for employees hired on or after 07/01/17 shall be entitled to sick buy back upon retirement of 20% of 150 days.

Selectman Wood made a motion to accept the changes as presented and discusses. Chair Dunn seconded the motion and it was unanimously approved on a roll call vote.

Next the Board discussed the Highway Union contract and the proposals submitted. Ms. Dembkoski outlined the proposals and the board discussed each one.

The Board accepted and declined several items and proposed several counters to the requests.

ARTICLE VI – DRIVE LANGUAGE **Tentatively Accept**

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” **Tentatively Accept**

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.” **Tentatively Accept**

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. **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.” Tentatively Accept

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

ARTICLE XVIII – VACATION

Add: “An employee’s weekly vacation pay shall be based on one-fifty-second (1/52) of the employee’s previous year’s gross earnings.” Decline

Add: “An employee’s daily vacation pay shall be based on one-fifth (1/5) of his/her weekly vacation pay.” Decline

Add: “All employees shall be compensated for any unused vacation time.” Decline

Section 6. Add: “all employees shall be compensated for any unused personal days.” Decline
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 fifty percent (50%) reimbursement for all accumulated sick days.” Decline

- At the end of each fiscal/contractual year, the employee may choose to roll-over or be paid for some or all of their unused sick days earned in that year. Decline

Section 3. Change “three (3) days off” to “five (5) days off with pay.” Counter with four (4) days to match other CBAs

Section 4. Change “one (1) day leave.” to “two (2) days paid leave.” Decline

ARTICLE XX – CLOTHING ALLOWANCE

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

Counter with:

FY2018 - \$950 (Zero increase)

FY2019 - \$975 (\$25 increase)

FY20120 - \$1,000 (\$25 increase)

The Board felt this was too much every year for clothing allowance.

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. 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. Tentatively Accept with counter.

Counter to add: 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.

ARTICLE XXII – CLASSIFICATION-WAGE RATES

Section 1. 4% wage increase each contractual year for all classifications. Decline

Union countered with: FY18: 2 ½%, FY19: 2 ½%, 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.

Add: Longevity: Longevity Stipend based on two and one-half percent (2.5%) of the employees base annual salary. **Decline**

Union countered with: **Decline Counter**

Longevity stipend

Upon completion of 5 years - \$300

Upon completion of 10 years - \$400

Upon completion of 15 years - \$500

Upon completion of 20 years - \$600

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: \$10/month for use of personal cell-phones

The Board feels that most charges on a monthly cell phone bill are covered by mobile to mobile or monthly minutes, they feel \$10 per month should cover any highway related calls that need to be made.

Town Proposal – Strike Section 2 entirely.

ARTICLE XXIII – OVERTIME AND CALL-IN PAY

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

The Board believes that the employees are not working sixteen hours straight in snow situations. There is down time and time where they may get some sleep at the highway yard. They do not support this item.

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

Selectman Watson made a motion to end the Executive Session and adjourn the meeting at 8:22pm.

Selectman Wood seconded and the motion passed on a roll call vote.

Dunn – Yes, Watson – Yes, Wood – Yes

True Attest:



Denise M. Dembkoski

Finance Director

*** Approved on a vote of 3-0-1 on April 18, 2017 with Selectman O’Neil abstaining ***