

Town of Sandisfield

Select Board
March 22, 2022

Minutes for Select Board Executive Session with DPW Union Representative Jay Osowski held on Tuesday, March 22, 2022 at 5:00p.m. at the Town Hall Annex, 66 Sandisfield Road, Sandisfield, MA

Members present: George Riley, Alex Bowman, Steve Seddon, Jay Osowski, David McCuin

Called to order at 5:00PM

1. Negotiate with Union personnel in regard to future Union contract

George motions to enter Executive Session for the purpose of conducting collective bargaining sessions. Alex seconds. Motion passes unanimously.

Roll-call vote: Alex, yes. Steve, yes. George, yes.

The first item discussed clarifies the regulations for overtime, noting that each employee called back to work after his regular hours shall be guaranteed a minimum of three hours work at time-and-a-half, except for those hours that correspond to their regular work hours. George examples if a DPW employee is called in at 5:30am and their typical work day starts at 6:30am, the employee will only receive one hour of overtime, not three. David McCuin agrees with this, for he believes this has been standard practice.

While the Union requested a 6% COLA, the Select Board counters with a 3% COLA. Employees will also receive an additional \$0.25 raise per three years employed consecutively. Just as well, the Select Board provides the updated license/classification wage matrix:

Classification Requirements	Year 1 FY 2023	Year 2 FY 2024	Year 3 FY 2025
Part Time Laborer 1 Driver's License, no benefits	\$20.00	\$20.60	\$21.22
Full Time Laborer 2 Driver's License, benefits	\$19.00	\$19.57	\$20.15
Laborer 3 Driver's License & one of 2A/4G	\$20.00	\$20.60	\$21.22
Laborer 4 Driver's License & 2A & 4G	\$21.00	\$21.63	\$22.28

Laborer 5 Class B CDL	\$22.00	\$22.66	\$23.34
Laborer 6 Class B CDL and one of 2A/4G	\$23.25	\$23.95	\$24.67
Laborer 7 Class B CDL & 2A & 4G	\$24.00	\$24.72	\$25.46
Laborer 8 Class A CDL	\$25.00	\$25.75	\$26.52
Laborer 9 Class A CDL and one of 2A/4G	\$25.25	\$26.00	\$26.78
Laborer 10 Class A CDL & 2A & 4G	\$26.00	\$26.78	\$27.58

It is distinguished that the Highway staff will not exceed two full time Class A CDL and two full time Class B CDL positions at any given time. However, this does not include the Supervisor, and this restriction may be waived by a Select Board vote.

It's decided that all performance evaluations will be completed by April 15, and bonuses will be paid by the employee's first pay period in June. Annual Performance bonuses can be determined by the annual performance review and in conjunction with a GPS Fleet and Equipment Tracking System. The GPS system will assist in perceiving performance improvements, determine efficiencies, and set a level of expectation for employees. GPS will also provide a way to determine if there was equipment failure or where to find stranded employees. The Union requests it be included in the contract that GPS data will not be solely used as a reason to discipline an employee.

Vacation restrictions are proposed as follows: employees who serve one to five years should be granted 10 vacation days, five to 15 years are granted 15 vacation days, and anything over 15 years will be granted 20 vacation days. The Select Board intends to make this consistent with the Sandisfield Personnel Policy.

Columbus Day will be renamed Indigenous People's Day, Juneteenth will be granted as a paid holiday, and a personal holiday will be removed. However, an employee will be granted a personal holiday should they choose to be paid bi-weekly. If the personal holiday is not used by the end of the year it will be forfeited.

The Select Board proposes they will cover any out-of-pocket costs for DOT Physicals/Medical cards annually from a doctor of their choice at the town's expense. Employees shall be paid for the time involved in travel and examination not to exceed two hours at their straight-time of hourly rate of pay.

Continuing education classes, for the purpose of maintaining licenses and/or endorsements, will be reimbursed by the town for the cost of the class. Employees will also be paid for time for taking the class.

The Town will pay for an OSHA 10 card, Flagger's certificate, and chainsaw safety, all of which are required to have. The Town will also pay for additional hoisting and CDL license expenses. However, in return the town will receive a time commitment where the employee agrees to continue working for the town for a period of one year per \$1,000 spent by the town. If employment stops due to termination or resignation, the employee will be obligated to pay back the expense.

All new employees will be paid by a rate that corresponds with the License Matrix above. Failure to maintain license will result in a demotion of pay to the highest available class for which qualified. Employees that are in danger of being demoted will be notified by the DPW Supervisor and have 30 days to make corrective measures. Just as well, existing employees will be able to increase their rate of pay by attaining the licenses they are lacking in accordance with the values set forth in the attached Matrix. Employees will be required to attain the licenses they are lacking in order to create equity amongst employees and justify existing pay rates if over matrix levels.

This contract will be valid July 1, 2022, through June 30, 2025.

Jay Osowski and David exit the room for discussion.

The Select Board discusses developing a snow plowing policy, for they would like to limit complaints coming in from residents regarding road conditions.

If the Union proposes changes that the Select Board does not agree with, they can propose beginning the contract earlier than July 1, meaning some of the employees with certain licenses will automatically receive a wage increase.

Reference to a DPW employee who is being paid within a dollar of another employee who has a much higher license classification is made to justify the importance of the new wage matrix. It's also noted that a new Transfer Station attendant should be hired. This employee would solely work at the Transfer Station and be part-time, for they would only work 19 hours a week. Finding this employee will be at the DPW Superintendent's discretion.

Jay and David re-enter the meeting.

The Union still requests a 6% COLA. The Select Board reminds the Union that David and the other Union member will automatically receive a significant wage increase once the wage matrix goes into effect.

It's agreed that performance evaluations will be completed by April 15, and bonuses will be paid by the employee's first pay period in June. The Union agrees with the installation of the GPS units in the town vehicles, so long as it's written in the contract that GPS data will not be solely used as a reason to discipline an employee.

The vacation days are approved by everyone. However, the Union would rather not have Juneteenth as a holiday and keep their personal holiday. The Select Board reports Juneteenth is now officially a federal holiday and will be required. The personal holiday is in exchange for weekly pay, for the Town now runs on a bi-weekly pay schedule. This policy will be available to all Town employees. The Union does not agree with this for the time being.

It's clarified that the DPW Superintendent can address emergency situations themselves, without calling in a DPW employee, if the work is one hour or less. The language in the contract currently implies that the Superintendent would be required to call in another employee.

Another union negotiation meeting is scheduled for Tuesday, March 29 at 5:00pm.

George motions to exit Executive Session. Alex passes unanimously. Motion passes unanimously.

Roll-call vote: Steve, yes. Alex, yes. George, yes.

George Riley

Alex Bowman

Steve Seddon