

Town of Sandisfield

Select Board
March 2, 2022

Minutes for Select Board Executive Session with DPW Union Representative Jay Osowski held on Wednesday, March 2, 2022 at 5:00p.m. at the Town Hall Annex, 66 Sandisfield Road, Sandisfield, MA

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

Called to order at 6:00PM

1. Discuss DPW Union contract negotiations

Alex Bowman motions to enter executive session for the purpose of negotiations with Union personnel. George Riley seconds. Motion passes unanimously.

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

Jay Osowski hands out rules and restrictions for the meeting. The Select Board supports the rules and signs the agreement.

Steve Seddon begins the meeting by discussing the wage matrix which identifies different licenses and credentials, and separates employees based on experience and qualifications. Standard pay rates for full-time Union personnel fell under a 2% COLA for the last fiscal year, Steve used the value of a 3% COLA for the purposes of creating the agreement, but this figure can be negotiated later. A \$0.25 raise for every three years of employment is also represented in the agreement, previously this increase was every five years.

Steve presents the idea of contributing to the performance bonus evaluations objectively by installing a GPS Fleet and Equipment Tracking System. Currently, there is no unbiased way to conduct these evaluations. The system is a way to prove how long it takes to plow or mow roads. George also notes the GPS can be utilized as a safety tool.

All DPW employees will be asked to carry an OSHA 10 card, flagger's certificate, and a chainsaw safety certificate, all of which the town will pay for. The town will also pay for any additional hoisting and CDL licenses, and in return the employee will receive a time commitment of one year per \$1,000 spent. If the employee leaves the town due to termination or resignation, the employee will be obligated to pay back the expense.

All new employees will be paid at the rate that corresponds to the attached employee matrix; failure to maintain licenses will result in demotion of pay to the highest available

class for which they qualify. Employees subject to demotion will have 30 days to make corrective measures after notification by the DPW Superintendent.

Steve recognizes that previously there was no incentive to obtain additional licenses or certifications, and new employees were receiving compensation very close to employees who have worked for the town for many years.

Steve notes there have been commitments made by some DPW employees to obtain licenses and credentials that have yet to be met. This is something that the Select Board is trying to correct.

It is proposed an employee covering at the Transfer Station will make their normal wages, not time and a half. The Select Board will look into hiring a Transfer Station attendant, for it is not justifiable for a DPW employee who could be working on the roads or doing other such tasks, to be doing this job.

Kevin Flynn conducted an extensive analysis of the COLA and recommends a 3% increase. George notes that three and half years ago the Select Board gave the DPW Union the option of a 2% COLA or be tied to the fluctuating Social Security COLA each year. The Select Board would like to give the DPW this option again.

It is proposed that the DPW Superintendent be allowed to respond to emergencies if the work will take one hour or less. David notes there is not much work that takes less than an hour.

Jay reads through their list of proposals, which include changing the current three hour guarantee to four hours, increasing the COLA to 6% in the second and third year of the contract, and employee evaluations be completed by October 31st and paid by December 1st.

Vacations are proposed as follows: one year of service will grant 10 vacation days, at least five years of service will grant fifteen vacation days, at least 15 years of service will grant 20 vacation days, at least 20 years of service will grant 22 vacation days, and at least 25 years of service will grant 25 vacation days.

It is also proposed that the Union will be granted the Juneteenth holiday and Columbus Day will be changed to Indigenous Peoples' Day. It is proposed that paragraph 21 in Article XXI be replaced with: Each member of the bargaining unit will be reimbursed for DOT Physicals/Medical card 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 hourly rate of pay. Just as well, employees will be required to take continuing education classes for the purpose of maintaining licenses and/or endorsements will be reimbursed by the town for the cost of the class.

Jay and David leave the room to discuss the Select Board's proposal. The Select Board enters a discussion about the Union's proposal.

George notes they cannot accommodate employee evaluations to be completed by October 31st and be paid by December 1st. This is because evaluations are to be done in the fiscal year. They would like to keep their original addendum which states that all employee evaluations be completed by the first week of March at the latest and bonuses be paid by the first week of June. Alex proposes they offer paying half of the bonus on calendar and half on fiscal while they transition for budgeting purposes.

Juneteeth was already offered to the DPW employees if they operate on a bi-weekly pay schedule.

The Select Board does not think the vacation days that were proposed by the Union are appropriate, and will cause the DPW to be short staffed more often. After some deliberation it's suggested that employees who serve one to five years should be granted ten vacation days, five to 15 years are granted 15 vacation days, and anything over fifteen years will be granted 20 vacation days.

The town will only pay for the full cost of a physical, not transportation. The town will also pay for the cost of the continuing education classes. However, the employee must pay for their own transportation.

Jay and David return to the meeting.

Jay notes they would agree to the Select Board's proposal regarding the town paying for licenses and in return receive a time commitment to the DPW, only if they remove termination as a reason to pay back the expenses of the license. George notes this could be abused, for an employee could purposely get terminated so they don't have to pay the fees back.

Jay requests including a timeline for current employees subject to demotion to obtain their required licenses. He does not think it is fair to demote any current employee as soon as the contract goes into effect. Steve reports the employee in question has been asked numerous times after his date of hire in 2018 to obtain his necessary licenses.

The Union does not agree to straight-time for covering for the Transfer Station attendant. The Select Board notes again they would like to hire a new Transfer Station attendant instead of having a DPW employee work there.

The Select Board does not think the increase from three hours guaranteed to four is appropriate, and requests it stay the same. They also believe the 3% COLA to be generous and do not see 6% as manageable.

The Union agrees that employee evaluations must be completed by the first week of March at the latest and bonuses paid by the first week of June as the addendum currently states.

Steve goes over the Select Board's counter offer for vacation days, and George explains their denial to grant Juneteenth unless they forgo their weekly pay schedule.

A meeting to continue negotiations is scheduled for Tuesday, March 15 at 5:00pm.

Meeting adjourned at 6:42pm.

George Riley

Alex Bowman

Steve Seddon