

Selectboard Executive Session #1
1 Avenue A, Turners Falls, MA
Monday, May 22, 2023
7:40 PM

RE: Executive Session under G.L. c.30A §21(a)(3) to discuss strategy with respect to Collective Bargaining (U.E.), Votes may be taken.

Present: Selectboard Richard Kuklewicz, Christopher Boutwell and Matt Lord, Town Administrator Steve Ellis; Wendy Bogusz, Executive Assistant; Tom Bergeron, DPW Superintendent

Documents:

- Town of Leverett, Training Reimbursement Agreement
- Letter used to send to Police Officers entering the Police Academy

Kuklewicz opens the meeting at 7:40 PM.

- Bergeron notifies the Board that he has 3 Truck Driver/Laborer positions open, (2 since last October/November) and also a Janitorial position.
- Brief discussion regarding the reimbursement agreement Leverett uses and the process that Montague uses for Police Officer reimbursement after attending the academy.
- Tom spoke with the Tractor Trailer Training School; Candidate must arrive with a CDL permit, Fee is \$3,600 for a Class II License.
- Classes run as follows: 1 full week of classes: 8:00 AM to 5:00 PM or weekends or nights until the classes are completed.
- Once classes are completed, the Tractor Trailer Training School will get them an appointment at the Registry with up to 3 times to pass. After that it's thank you for your business.
- Town pays for DOT physicals, license renewals for Class II and Hoister licenses.
- UE probationary period is 60 days but can be extended.
- This is a major program and should be acknowledged in the budget planning with a mid-year adjustment so we can be transparent.
- Will need to discuss with UE: Lead Heavy Operator position, Lead Collections Operator Position Grade/Step.
- Ellis wants a Selectboard member to be a part of the above discussion.

Lord makes the motion to allow Truck Driver/Labor positions to be hired with the understanding the Town is willing to pay for their CDL License and start a discussion with the U.E. to do so. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord – Aye,

Boutwell makes the motion to adjourn the executive session at 8:10 PM. Seconded by Lord, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord - Aye

Approved:

✓ Richard J. Kuklewicz

Release to the Public:

✓ Yes

 Not Yet

7/9/25 Date

Date Released to the Public:

7/9/25



Office of Selectboard
Town of Montague

1 Avenue A
Turners Falls, MA 01376

(413) 863-3200
FAX: (413) 863-3231

October 27, 2021

*Sample
Letter
for reimbursement*

RE: Police Academy Training Fees

Dear Ms. Williams:

Please be aware, State legislation **requires** municipalities to pay for recruit officer police academy training, and to subsequently deduct from each police recruit's wages, the cost incurred by the Town for the training, currently set at \$3,000. Copies of MGL Ch. 41, Sec. 96B, and the October 9, 1997, Special Town Meeting Article 6 are attached.

Upon completion of the academy, the Town Accountant will immediately begin deducting this cost from your wages as a Patrol Officer. This amount will continue to be deducted until the entire fee is collected by the Town. Deductions will occur in installments of \$25 per week. Upon full payment and the completion of three years of service to the Town as a full-time Patrol Officer after graduation from the Academy, the money will be returned to you.

Thank you for your attention to this matter.

Sincerely,

TOWN OF MONTAGUE

Richard J. Kuklewicz, Chairman
Selectboard

RJK:wmb

cc: Chief of Police
Town Accountant
Town Treasurer ✓
Attachments



TOWN OF LEVERETT

Massachusetts 01054

TRAINING REIMBURSEMENT AGREEMENT BETWEEN THE TOWN OF LEVERETT AND

Agreement made this _____ day of _____, 2023, by and between the Town of Leverett, Massachusetts, a municipal corporation, with its principal place of business at 9 Montague Road, Leverett, MA 01054 acting by and through its Selectboard (the "Town") and _____ of _____, of the Leverett Highway Department.

Whereas the Town is desirous of sending _____ to the _____ to secure a Class B Commercial Driver's License (CDL), and a Hoister's License and providing for his training costs and other associated costs; and,

Whereas _____ is desirous of attending the training, securing the licenses, and accepting the town's assistance with same.

Now therefore in consideration of the promises and covenants made herein, the parties agree as follows:

1. The Town will pay for the training and associated costs for the trainings up to _____ contingent on the provisions of this agreement.
2. _____ is required to complete the trainings successfully, pass all required exams for licensure, and remain in the employ of the Town as a full time Highway Department Driver/Laborer and successfully complete all the activities of a Highway Department Driver/Laborer as included in the position description for a term of three years commencing on the date of his successful securing his Class B CDL and Hoisting Licenses.
3. If _____ ceases to be employed by the Town as a Highway Department Driver/Laborer for any reason prior to the completion of his first three years of service as calculated from the date of his successful securing his Class B CDL and Hoisting Licenses, he agrees to reimburse the Town in full for tuition and all costs associated with his attendance at the trainings in the amounts calculated below. Said sum may be deducted from any severance monies, such as unexpended vacation time, due at the completion of Town employment. Should said severance monies be insufficient to cover the amount due in total, the officer will be individually responsible for the remainder of the balance.
4. If _____ ceases to be employed by the Town as a Highway Department Driver/Laborer for any reason prior to the completion of the first year of service, as calculated after the successful securing his Class B CDL and Hoisting Licenses, then he will reimburse the town in the amount of _____ (full cost).

5. If _____ ceases to be employed by the Town as a Highway Department Driver/Laborer for any reason prior to the completion of the second year of service, as calculated after the successful securing his Class B CDL and Hoisting Licenses, then he will reimburse the town in the amount of _____ (2/3 cost).
6. If _____ ceases to be employed by the Town as a Highway Department Driver/Laborer for any reason prior to the completion of the third year of service, as calculated after the successful securing his Class B CDL and Hoisting Licenses, then he will reimburse the town in the amount of _____ (1/3 cost).
7. Once _____ has completed three years of successful full time service as a Highway Department Driver/Laborer police for the Town, as calculated from the date of his successful securing his Class B CDL and Hoisting Licenses, he shall have no further obligation to reimburse the Town for the cost of tuition and associated costs for his attendance.
8. No modifications, waiver or change shall be made in the terms and conditions of this Agreement except as may be mutually agreed upon in writing by all parties hereto.
9. The Parties each binds itself, its heirs, successors, assigns, and legal representatives to the other party to this Agreement and to the heirs, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
10. This Agreement, together with the attachments hereto, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.
11. In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.
12. This Agreement shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Agreement shall be brought and commenced only in Franklin County, MA.

Signed this _____ day of _____, 2023.

For the Town of Leverett:

For the Employee:

Chair, Selectboard

Member, Selectboard

Member, Selectboard