

**March 26, 2018**  
**Selectboard Executive Session**  
**Town Hall, 1 Avenue A, Turners Falls**  
**8:15 PM**

**Present:** Selectboard members, Rich Kuklewicz, Michael Nelson, and Chris Boutwell, Town Administrator Steve Ellis, Labor Counsel Layla Taylor, and Interim Police Chief, Chris Bonnet.

**RE:** Executive Session under G.L. c. 30A, Section 21 (a)(3) to discuss collective bargaining strategy with respect to NEPBA. Votes may be taken.

**Documents and Exhibits:** None

Ms. Taylor shared that several items were discussed at the most recent mediation session relating to the two open contracts (one for patrolmen and detectives, and one for sergeants). Several of these were confirmation of existing terms that were agreed to on a preliminary basis. The new matter presented for consideration was that the union has changed its request and is now requesting a 0.5% hazardous duty stipend that would be part of base beginning in the third year (FY19). This would be in lieu of a change to their scale. Ms. Taylor suggested the following language, if this were acceptable to the Board: "The purpose of this hazardous pay stipend would be to reimburse unit members for the evolving hazardous working conditions inherent in their job which may change as a result of technology including but not limited to responding to medical emergencies that may require use of CPR defib (including automated electronic defibrillators) or the administration of medication or medical procedures such as the administration of Narcan or Epipens." It was noted that similar clauses are finding their way into other contracts across the state.

Other key discussion points and terms previously agreed to included:

- For the sergeant's contract, civil service law does not recognize a formal probationary period.
- Some of the language of the contract that refers to patrol officers needs to be cleaned up.
- The parental leave language of both contracts now comport with the new parental leave law.
- In both contracts, when unit members are promoted or assigned to a new position, the unit member will be placed on a step on the new scale that allows for a 95 cent per hour increase or yearly equivalent upon an hourly position.
- The uniform allowance will increase for both units to \$900, retroactive to July 1st, 2017. This brings it into alignment with other similar towns' stipends, as we were below typical levels.
- Court time; in both contracts, the officers will receive a four-hour minimum if their appearance is not cancelled. They will not receive 48 hour notice; just 24 as has been past practice.
- Regarding the School Resource Officer stipend, the parties agree to reopen this issue during the life of the CBA if both school districts indicate they are willing to fund the position of School Resource Officer in full and also provide funding for additional benefits including an SRO stipend.
- The Canine Officer language should be stricken and replaced with "to begin effective retroactively January 1st, 2018."

*Nelson makes the motion to approve the changes and allow Labor Counsel to move forward with the final contract. Boutwell seconded, unanimously approved. Nelson - Aye, Boutwell - Aye, Kuklewicz - Aye*

*Nelson makes the motion to adjourn Executive Session. Boutwell seconded, unanimously approved. Nelson - Aye, Boutwell - Aye, Kuklewicz - Aye*

*Nelson makes the motion to adjourn regular meeting. Boutwell seconded, unanimously approved. Nelson - Aye, Boutwell - Aye, Kuklewicz - Aye*

Approved:

  X   Boutwell                        X   Kuklewicz                        X   Nelson

Release to the Public:

  X   Yes                      \_\_\_\_\_ Not Yet                        3/11/19   Date

Date Released to the Public:   3/12/19