

TOWN OF FOXBOROUGH  
SELECTMEN'S MEETING  
EXECUTIVE SESSION MINUTES  
FEBRUARY 3, 2015

Members Present: John R. Gray, Vice Chairman  
Virginia M. Coppola, Clerk  
James J. DeVellis

Others Present: William G. Keegan, Jr., Town Manager  
Mary Beth Bernard, Assistant Town Manager  
Randy Scollins, Finance Director

Lorraine Brue and David Feldman were not present for this meeting.

A motion to enter into Executive Session to conduct strategy sessions in preparation for negotiations with union personnel or to conduct collective bargaining sessions or conduct negotiations with union personnel – Dispatchers Contract and return to regular session at the conclusion was made by John Gray. Seconded by James DeVellis. **The motion carried 3-0-0. Roll Call Vote Virginia Coppola – yes, James DeVellis – yes, John Gray - yes**

Ms. Bernard explained that she had met with the new group Mass COP and they had broken away from a one year contract and would like to use the town's by-law as a contract. They agreed to the 2% COLA to keep along the lines with other unions. This is management friendly and has a probationary period which is a better vehicle to judge.

There is a tightening of vacation time as the Chief needed no overlapping times.

The town proposed 1.75% and they agreed.

The clothing allowance will be kept the same as in the Police contract.

Page 15 of the contract is the biggest change which is shift swapping and scheduling.

Disciplinary action was added with just cause.

On page 20 a side letter was added as the Chief hired a new Dispatcher as a Step 3 when the town usually hires at a Step 1.

There was one dispatcher at a Step 1 with training and the new dispatcher who was not as experienced was hired at a Step 3. Only two people were impacted by that.

These were amicable meetings (4 sessions) and were resolved.

With our plan they would get a 2% COLA for FY15 retroactive.

Ms. Coppola asked why they went to a union. Mr. Keegan explained that he wasn't sure and that it is unusual for them not to have been unionized as most towns are. Mr. Keegan got the sense that they wanted their own identity as they aren't police officers but are treated that way. They did not have a lot of recourse under the present by-law.

Mr. Scollins stated that they were an odd group to be under the by-laws. A wage study done for the past ten years showed that they are being paid below market average and there is a lot of turnover. Chief O'Leary has trouble filling vacant positions.

Mr. DeVellis asked where Chief Hatfield fits in this.

Mr. Keegan stated that both Chiefs are in charge but ultimately one Chief will be involved.

Ms. Coppola stated that some areas of the contract just stated "Chief" and should be clarified. Mr. Keegan stated that they would clarify that it is the Police Chief.

Mr. DeVellis asked if there was any disagreement between the Police and Fire Chiefs. Mr. Keegan stated that Chief O'Leary oversees the Dispatchers and Chief Hatfield has jurisdiction over the building, which is how it has always been. Mr. Keegan further stated that fire wants more interplay and this contract will help with that.

Ms. Coppola asked if every group in town is now unionized. Mr. Keegan stated yes, with just a few people who aren't.

Ms. Bernard stated that is why they are just doing a one year contract since they will be getting the same pay as in the Personnel By-Laws but will paying union dues on top of that.

Mr. Scollins stated that they are behind with no step increases this year, only COLA's.

Ms. Bernard stated that the Dispatcher's attorney basically stated they wanted to use the town's Personnel By-Laws.

Mr. Gray stated that the Shift Difference of \$2.50/hour reads in the contract as "per shift" and should be changed.

Ms. Coppola stated on page 14 something was left out of the sentence "searches as described under probable cause".

Mr. DeVellis asked if both the Police and Fire Chiefs were present at the negotiations. Mr. Keegan stated that just the Police Chief was there along with one person on the Dispatchers bargaining team.

Mr. Gray wanted to know under "Holidays" if the day after Thanksgiving is considered a holiday. Mr. Gray stated that although it isn't recognized as a holiday it is treated as one. Ms. Bernard stated that like DPW they have to treat it as a holiday.

Mr. Gray asked about the levels of sick time and if they could go on short/long term disability. Mr. Scollins stated that they have had discussions but aren't there yet. Ms. Bernard stated that they are looking at a proposal for long term disability.

Mr. Keegan understands that people get sick but not twice a month. Sick time is his time; vacation is the employee's time. Ms. Bernard stated that paying them when they leave employment is hard for her.

Mr. Keegan stated that they want to be rewarded for not using sick time.

Ms. Coppola asked what was meant under Article 2 "Management Rights", Page 3, Renew or Not Renew Bargaining Employees. Mr. Keegan stated that people are appointed and if they are dismissed it has to be for cause. Ms. Bernard stated that Town Counsel suggested that they add this. Mr. Keegan stated that they are trying to put this in every contract because unless you cite it, you can't use it.

Ms. Bernard stated on Page 16, "Disciplinary Action", those were the kinds of things they discussed.

Mr. DeVellis asked how many employees would be part of this contract. Mr. Scollins stated nine (9).

Mr. Gray asked if they would be beginning the new contract now. Ms. Bernard stated that this contract ends on 6/30/15. Everyone's contract ends on 6/30/15 and they will be starting negotiations again.

Ms. Coppola asked if this would have to be approved at town meeting and Ms. Bernard stated yes.

Ms. Bernard stated that the step increase and no agency fee are the important pieces.

Mr. Gray asked if the steps in COLA were 5%. Mr. Scollins stated 4 ½% for two (2) individuals getting a jump and 6 ½% over two years. The highest he saw was two are at 7 and everyone else is hovering at 4 and 5.

Mr. Keegan stated that they would have to put this in open session in order to vote on it. The Board of Selectmen agreed.

Motion was made by John Gray to Adjourn Executive Session at 7:02pm. Seconded by James DeVellis. **Vote: 3-0-0**