

A G R E E M E N T
BETWEEN
TOWN OF NORWOOD
AND
LOCAL 1451,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL #93
TRAFFIC SUPERVISORS

July 1, 2021 to June 30, 2024

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Appendix A: Public Safety Classification Plan

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THIS AGREEMENT entered into by the Town of Norwood, (hereinafter referred to as the Employer) and Local 1451, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

It is also understood that, as a result of the application of the Fair Labor Standards Act to the Town of Norwood, certain changes may be implemented by the Town; the parties agree to cooperate and to bargain to the extent required by law over such changes with a view towards ensuring that the costs to the Town for this bargaining unit do not increase. This section of this agreement (and specifically the increases in wages and benefits) is entered into, subject to and with the express understanding, that any changes necessary to accomplish F.L.S.A. compliance without cost to the Town may be adopted.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Traffic Supervisors.

ARTICLE 2

UNION DUES/AGENCY FEE

2.01 The Town shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular biweekly paycheck for each payroll cycle. The

amounts deducted shall be sent to the Union's office with a roster. The deduction of dues shall be in accordance with approved Town procedures.

2.02 The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union.

2.03 Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION – DUES CHECK-OFF

I authorize the Town of Norwood to deduct Union Dues, Fees and Assessments, in the amounts specified by the Union, from my regular paycheck and to remit that money to the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, State Council #93, Local 451.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice to the General Manager, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature
Name:
Address:

ARTICLE 3

DISCRIMINATION AND COERCION

There shall be no discrimination by foreman, superintendent or other agents of the Employer against any Employee because of activity or membership in the Union or by the Union or its agents because of non-activity or non-membership in the Union.

ARTICLE 4

SENIORITY

Except as set forth in Article 17, the principle shall govern and control in all cases of promotion, transfer, decrease, or increase of the working force as well as preference in assignment to shift work provided Employee qualifies.

ARTICLE 5

UNION REPRESENTATIVES

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

The above shall be granted reasonable time off during working hours to investigate and settle grievances, attend meetings of state and national conventions without loss of pay. Attendance at meetings of state and national conferences without loss of pay for no more than two days shall be limited to two (2) Union members, who must provide their Department Heads with not less than five (5) days notice of their intention to attend.

ARTICLE 6

HOURS OF WORK

The normal work day shall consist of two (2) shifts: a morning shift and an afternoon shift. The start and end time of each shift shall be determined by the School Department. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer

ARTICLE 7

OVERTIME

Employees covered under this Agreement shall be paid overtime at the rate of one and one-half times his or her regular rate of pay for work in excess of eight (8) hours in any one (1) day and forty (40) hours in one (1) week.

Overtime work shall be voluntary for all Employees. However, in an emergency situation or as the needs of the department require, the Employer shall require reasonable overtime of Employees. Said overtime shall to the extent practicable, be evenly distributed among members of the bargaining unit.

ARTICLE 8

MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, all rights of the Employer formerly exercised or exercisable by the Employer remain vested in the Employer including, without being limited to, all rights and powers given the Employer by law, the right to operate, manage and control the various departments and their activities and to direct and control the work of its Employees and the use of its properties, facilities and equipment, the right to establish or change duties; to require such reasonable standards of performance as it may deem appropriate and to maintain discipline, order and efficiency; to determine methods and procedures and to direct the Employees; the right to obtain from any source and to contract and sub-contract for materials, supplies and equipment; the right to select and hire Employees, subject to Article 16; the right to discharge, suspend, reprimand or otherwise discipline Employees for just cause; the right to require reasonable overtime work in emergency

situations or as the needs of the department require; the right to promulgate and enforce all reasonable rules relating to operations and safety measures, and all other rights pertaining to the management of departments covered by this Agreement.

ARTICLE 9

HOLIDAYS

The following days shall be considered to be paid holidays:

Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	

and any other day that may be declared a holiday by the Governor of the Commonwealth or the General Court. Additionally, Traffic Supervisors shall be paid a week's pay for all school vacation weeks.

ARTICLE 10

SICK LEAVE ADVANCES

All employees shall be eligible to seek a sick leave advance. The Town in its sole discretion may grant sick leave advances to employees to employees provided all of the following conditions are met:

- (a) Sick leave advance requests must be submitted in writing by the individual to the General Manager who may approve or deny such requests:
- (b) The General Manager may, in his or her sole discretion, grant or deny sick leave advances of up to twenty (20) sick days upon any request, which decision shall not be subject to the grievance and arbitration procedure set forth in Article 19.;

- (c) If a sick leave advance is granted and then exhausted the employee may seek an additional advance which the General Manager may grant or deny;
- (d) If the employee, at the beginning of the incapacity in question, had used up more than 75% of his or her eligible sick leave days, payback shall be at the rate of no less than 30 days per year; if he or she had used up more than 50% but less than 75%, payback shall be at the rate of no less than 20 days per year; if he or she had used up more than 25% but less than 50%, payback shall be at the rate of no less than 5 days per year. For the purpose of this Article payback shall be deducted from sick leave, vacation leave, personal days and any other leave earned by the individual.
- (e) In order for an employee to be eligible for a sick leave advance, the employee must have used all other available time including vacation, sick leave, personal days and any other accrued leave;
- (f) Employees shall accrue no sick leave when out of work on a sick leave advance, and employees shall not be entitled to receive holiday pay when out of work on a sick leave advance.

ARTICLE 11

JURY PAY

The Employer agrees to make up the difference in an Employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 12

FUNERAL LEAVE

In the event of death in the immediate family of an Employee, he or she shall be granted leave with pay in the amount of three (3) calendar days, five (5) calendar days

in the event of death of spouse, child, brother or sister or parents, and such leave shall not be charged to sick leave or vacation leave. For the purpose of this Article, bereavement leave with respect to the Employee's grandmother and grandfather, mother-in-law, father-in-law, aunts and uncles shall be three (3) calendar days.

"Calendar days" include Saturday, Sunday and holidays. If the funeral leave overlaps an employee's normal day off, then the employee shall not be paid for that day. In the event that an employee exhausts the employee's funeral leave prior to the funeral, then the employee shall be entitled to one (1) additional day of leave for the express purpose of attending the funeral.

ARTICLE 13

UNIFORMS AND PROTECTIVE CLOTHING

If an Employee is required to wear any form of protection device such as safety glasses, such protective device shall be furnished by the Employer and replaced (if broken) by the Employer.

Traffic Supervisors shall receive an annual allowance of seven-hundred dollars (\$700) for the purchase and maintenance (including tailoring, dry cleaning, and laundering) of uniforms, said payment to be made in September provided the contract is in force. In the case of new employees, the clothing allowance will be granted in the September following at least 8 months of employment.

The Employer agrees to provide all material, equipment and tools required to perform the duties assigned to the Employees.

ARTICLE 14

JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, which the Town intends to fill, such vacancy shall be posted in a conspicuous place (see Article 18 (1)) listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) working days. It is understood that the Town will first consider Local 1451 covered position employees before applicants from outside the bargaining unit.

ARTICLE 15

MISCELLANEOUS PROVISIONS

1. Bulletin Boards: Announcements shall be posted in conspicuous places where Employees enter or leave the premises. Parties to the Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. Severability: Should any provisions of this Agreement be found to be in violation of any federal or state law of the Supreme Judicial Court of Massachusetts or a federal Court of competent jurisdiction, such decision will only affect that provision. All other provisions of this Agreement shall remain in full force and effect. Any benefit, privilege, or working condition, existing prior to this Agreement not specifically covered by this Agreement, shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
3. No discrimination: The parties to this Agreement agree that they shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, sex age, as

defined by law, sexual orientation, as defined by law, disability, gender identity or expression, as defined by law, genetic information, veteran status, military service or application for military service, pregnancy, and any other state or federally protected categories, and that all bargaining unit employees shall receive the full protection of this Agreement.

4. Access to Premises: The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council No. 93 and/or Local 1451 to enter the premises at any time for individual discussion of working conditions with Employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Employees. This section is subject Chapter 73 of the Massachusetts Legislative Session Acts of 2019.

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURE

A. The purpose of this Article is to establish a procedure for the settlement of any grievances between the Employees, the Union and the Town. All such grievances will be handled as provided in this Article.

B. The term “grievance” shall be defined as only those claims or disputes which allege a violation of the provisions of this Agreement.

C. No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance shall contain the name of the grievant, the nature of the grievance, including the contract provision involved, as well as the requested remedy.

Grievance shall be handled accordingly:

Step 1: The Grievant and/or the Union shall submit the grievance to the Department Head in writing within fourteen (14) calendar days of its occurrence or knowledge of its occurrence. The Department Head has fourteen (14) calendar days to respond to said grievance.

Step 2: If the grievance is not settled in Step 1, or if no response is forthcoming within the time limits, the Grievant and/or the Union shall submit the grievance to the General Manager within fourteen (14) calendar days. He has fourteen (14) calendar days to respond to the grievance.

Step 3: If the grievance is not settled in Step 2, or if no response is forthcoming within the time limits, the Grievant and/or the Union shall submit the grievance to the Board of Selectmen within fourteen (14) calendar days. They have fourteen (14) calendar days to respond to the grievance.

Step 4: If the grievance is not settled in Step 3, or if no response is forthcoming, the Grievant and/or the Union may submit the grievance to final and binding arbitration before the Commonwealth of Massachusetts Department of Labor Relations (DLR) within thirty (30) calendar days.

The arbitration shall be conducted in accordance with the rules of the DLR and the decision of the arbitrator shall be final and binding upon the parties.

The Town and the Grievant and/or the Union shall pay one-half (1/2) of the joint costs thereof.

D. The time limits set forth are maxima. Failure to process the grievance in accordance with the time limits set forth above shall constitute a waiver of said grievance.

E. In the event that the Grievant and/or the Union can pursue relief through Civil Service or through the grievance procedure, he shall elect either Civil Service or the grievance procedure at the outset.

ARTICLE 17

DURATION

This Agreement shall take effect as of July 1, 2021 and shall continue in full force and effect through June 30, 2024. Should either party wish to terminate or modify this Agreement at its expiration, it shall serve notice on the other party in writing not less than sixty (60) days prior to June 30, 2024.

ARTICLE 18

LONGEVITY

Longevity is to be paid not later than the second pay period in December of the earned year in the following manner:

One Hundred and Fifty (\$150.00) Dollars after ten (10) years of service.

One Hundred and Eighty Seven Dollars and fifty cents (\$187.50) Dollars after fifteen (15) years of service.

Two Hundred and Twelve Dollars and fifty cents (\$212.50) Dollars after twenty (20) years of service.

Three percent (3%) of base salary after twenty-five (25) years of service.

ARTICLE 19

RECLASSIFICATION

It is understood and agreed that reclassification of bargaining unit employees may from time to time be effectuated in accordance with the Town of Norwood By-laws and established policies and in keeping with procedures of and the Norwood Personnel Board. The Union, on behalf of an employee or group of employees, or the department head, wishing to propose any reclassification shall submit a written request to the Human Resources Director, on a form developed by the Human Resources Department, with copies to the General Manager and the Appointing Authority. The Human Resources Director shall, in turn, review and forward it to the Personnel Board with his/her recommendation. Prior to implementing any reclassification of bargaining unit employees, the Human Resources Director shall give written notice of such reclassification to the President of the Traffic Supervisor Chapter of the Local Union. Reclassification decisions of the personnel board shall not be subject to the grievance and arbitration procedure of this agreement.

ARTICLE 20

SUBSTANCE ABUSE AND TESTING

It is agreed and understood that as public employees, those covered by this Agreement are held to a high standard of conduct and performance, which is incompatible with substance abuse, whether of drugs or alcohol. Taking of drugs or alcohol by employees during working hours may be grounds for dismissal. Whenever the Employer has reasonable cause to suspect possible substance abuse, any employee hired after November 1, 1988 may be required to undergo drug screening, including but not limited to urinalysis.

The parties acknowledge that, due to Department of Transportation requirements on recordkeeping, administration, and frequency of tests, there may be slight variations in the procedures and facilities used for testing of bargaining unit members who are required to be tested by law and those who will be tested pursuant to this agreement.

ARTICLE 21

WAGE INCREASE

Effective July 1, 2021, the base wage for all employees covered by this Agreement shall be increased by two percent (2%).

Effective July 1, 2022, the base wage for all employees covered by this Agreement shall be increased by two percent (2%).

Effective July 1, 2023, the base wage for all employees covered by this Agreement shall be increased by two percent (2%).

The parties agree that traffic supervisors' weekly salaries shall be calculated based on the period September 1, to June 30, including holidays and school vacations.

ARTICLE 22

PHYSICAL EXAMINATIONS

From time to time and in accordance with the needs of the Town, Employees covered by this Agreement may be required to undergo a physical examination at the Town's expense.

ARTICLE 23

POLICE MATRON

Reserved for Future Use

ARTICLE 24

EQUAL OPPORTUNITY

Both parties to this Agreement agree to abide by state and federal law with respect to hiring, promotions, transfers and layoffs concerning minorities and women.

M.G.L. c. 149 §105 D provides as follows:

A female employee who has completed the initial probationary period set by the terms of her employment or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at least two weeks notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretions of the employer.

Such employer shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights and

advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provided for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment in which females are employed.

For purposes of this section, an “employer” shall be defined as in subsection 5 of section one of chapter one hundred and fifty one B.

ARTICLE 25

SICK LEAVE

Traffic Supervisors shall accrue sick leave at the rate of five (5) days per year. The five (5) sick days will be granted on September 1 of each year. Traffic supervisors hired after September 1 of any calendar year shall be granted sick leave on a *pro rata* basis during the school year in which they are hired. Traffic supervisors may carry over unused sick leave from one year to the next, up to a maximum of fifty (50) days. Upon retirement, or voluntary and honorable termination, Traffic Supervisors shall be paid twenty-five percent (25%) of a day’s pay for each sick day accumulated beyond fifty (50). A maximum of \$2,000 shall be paid out upon retirement or voluntary or honorable discharge.

Employees hired prior to July 1, 2016 shall continue to carry a maximum of ninety (90) sick days and will not be subject to the \$2,000 cash ceiling for payout at retirement or voluntary or honorable discharge. Effective September 1, 2020, an amount equal to one week’s base wages shall be added to the base wage schedule in Appendix A.

ARTICLE 26A

DIRECT DEPOSIT

After providing the Union and each employee covered by this agreement with written notice of the implementation of mandatory direct deposit banking at least ninety (90) days prior to the first date on which such employees' pay checks will be directly deposited into their respective bank accounts, the Town may require all employees to have their paychecks directly deposited to a banking institution of their choosing.

ARTICLE 26B

BI-WEEKLY PAYROLL

After providing the Union and members of the bargaining unit with at least ninety (90) days' notice, the Town may institute a bi-weekly payroll for all members of the bargaining unit.

ARTICLE 27

PROBATIONARY PERIOD

All new employees will be subject to a probationary period of six months from their date of initial hire. During this probationary period, an employee may be terminated for any reason, and such termination shall not be subject to the "just cause" standard, and may not be made the subject of any grievance under this agreement. The Town, with the approval of the Union, may extend an employee's six month probationary period up to an additional three months.

ARTICLE 28

CPR/FIRST AID STIPEND

All traffic supervisors who are trained and certified in CPR and First Aid will receive an annual stipend of \$250, to be paid in December. The Town also agrees to provide a first aid kit to each traffic supervisor to be used while on duty.

THIS AGREEMENT is subject to ratification by Local 1451, approval by the Board of Selectmen, and funding at Town Meeting for the Town of Norwood.

DATED this _____ day of _____, 2022.

FOR THE TOWN OF NORWOOD:

FOR AFSCME, COUNCIL 93,
LOCAL 1451, Traffic Supervisors:

Tony Mazzucco, General Manager

Sheila Kearns, AFSCME

AFSCME-TRAFFIC SUPERVISOR UNIT
CLASSIFICATION PLAN

GRADE G1

Matron
Traffic Supervisor

ARTICLE 28


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THIS AGREEMENT is subject to ratification by Local 1451, approval by the Board of Selectmen, and funding at Town Meeting for the Town of Norwood.

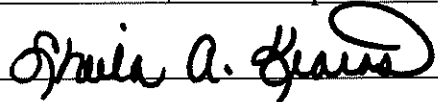
DATED this 14th day of April, 2022.

FOR THE TOWN OF NORWOOD:



Tony Mazzucco, General Manager

FOR AFSCME, COUNCIL 93,
LOCAL 1451, Traffic Supervisors:



Sheila Kearns, AFSCME

Traffic Super Wages FY22-24

7/1/2021

7/1/2022

G1	FY 22 25 + yrs =			G1	FY 23 25 + yrs =		
	FY22 BASE Daily	FY22 BASE Weekly	3% Hourly		BASE Daily	FY23 BASE Weekly	3% Hourly
STEP 01	\$ 43.49	\$ 217.45	\$ 1.30	STEP 01	\$ 44.36	\$ 221.80	\$ 1.33
STEP 02	\$ 45.02	\$ 225.10	\$ 1.35	STEP 02	\$ 45.92	\$ 229.60	\$ 1.38
STEP 03	\$ 46.52	\$ 232.58	\$ 1.40	STEP 03	\$ 47.45	\$ 237.23	\$ 1.42
STEP 04	\$ 48.01	\$ 240.07	\$ 1.44	STEP 04	\$ 48.97	\$ 244.87	\$ 1.47
STEP 05	\$ 49.53	\$ 247.66	\$ 1.49	STEP 05	\$ 50.52	\$ 252.62	\$ 1.52
STEP 06	\$ 50.28	\$ 251.42	\$ 1.51	STEP 06	\$ 51.29	\$ 256.45	\$ 1.54
				Step 07	\$ 52.83	\$ 264.14	\$ 1.58

1/1/2022

7/1/2023

G1	FY 23 25 + yrs =			G1	FY 24 25 + yrs =		
	FY23 BASE Daily	FY23 BASE Weekly	3% Hourly		BASE Daily	FY24 BASE Weekly	3% Hourly
STEP 01	\$ 43.49	\$ 217.45	\$ 1.30	STEP 01	\$ 45.25	\$ 226.24	\$ 1.36
STEP 02	\$ 45.02	\$ 225.10	\$ 1.35	STEP 02	\$ 46.84	\$ 234.19	\$ 1.41
STEP 03	\$ 46.52	\$ 232.58	\$ 1.40	STEP 03	\$ 48.40	\$ 241.98	\$ 1.45
STEP 04	\$ 48.01	\$ 240.07	\$ 1.44	STEP 04	\$ 49.95	\$ 249.77	\$ 1.50
STEP 05	\$ 49.53	\$ 247.66	\$ 1.49	STEP 05	\$ 51.53	\$ 257.67	\$ 1.55
STEP 06	\$ 50.28	\$ 251.42	\$ 1.51	STEP 06	\$ 52.32	\$ 261.58	\$ 1.57
Step 07	\$ 51.79	\$ 258.97	\$ 1.55	Step 07	\$ 53.89	\$ 269.43	\$ 1.62