

AMENDMENT #1  
TO  
2021 - 2024  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TOWN OF NORWOOD  
AND  
AFSCME, COUNCIL 93, LOCAL 1451A  
*(Light Department Employees)*  
(2023)

WHEREAS, the Town of Norwood (the "Town") and Local 1451A, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO (the "Union") are parties to a Collective Bargaining Agreement for the period July 1, 2021 to June 30, 2024;

WHEREAS, the parties agree to clarify the existing provisions of Article 27-Wage Increase, Section 27.6-Deferred Compensation, of the current Collective Bargaining Agreement;

NOW THEREFORE, the parties hereby agree as follows:

- 1) The parties agree to amend Article 27, Section 27.6(a) by adding the words, *"to be based on Gross Salary (2% of Gross Salary each pay period)"* after the word "Plan" in the first sentence.
- 2) The parties agree to further amend Article 27, Section 6(b) by adding the following words after the first sentence of the first paragraph:
  - (i) *"To be eligible for the Match, the Employee must be participating in a Town approved Deferred Compensation Plan.*
  - (ii) *The Town's matching shall start when the employee actually begins participating in a Town sponsored Deferred Compensation Plan.*
  - (iii) *There shall be no "Look Back" or retroactivity when applying the 2% match from the Town.*

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(iv) *“The Town reserves the right to readjust the 2% match retroactively to reflect the actual Deferred Compensation contributions made by the employee.”*

- 3) The parties further agree to amend Article 27, Section 6(b) by adding a footnote to the first sentence in the first paragraph which shall read as follows:

*“Roth IRA’s are not considered Deferred Compensation plans and therefore are not included in the Employer Matching benefit program.”*

- 4) The parties agree to further amend Article 27, Section 6 by adding a new subsection, Section 6(c), which reads as follows:

(a) *“The employee is responsible for staying under the total allowable IRS contribution limits in each calendar year, and notifying the Superintendent and the Town Treasurer if they will exceed the IRS contribution limits. The Town’s match does not apply to any Deferred Compensation contribution amounts that exceed the maximum exclusions under the IRS regulations.”*

(b) *“The Town will enforce a hard cap on maximum allowable Deferred Compensation Plan deposits per calendar year, following applicable IRS guidelines. Planned deposits will include the total of all Employee amounts and Employer Matching amounts.”*

(c) *“It is the Employee’s responsibility to manage their personal deductions with their Deferred Compensation Plan provider.”*

- 5) The parties agree to further amend Article 27, Section 6, by adding a new section, Section 27.6 (c), which shall read as follows:

*“The two (2%) Match from the Town will be applied on each bi-weekly pay period subject to Article 27.6(b). If the bi-weekly match becomes too complicated to administer, the Town and the Union will meet to negotiate a resolution of the Match administrative issue(s).”*

- 6) The parties agree to further amend Article 27, Section 6, by adding a new section, Section 27.6 (d), which shall read as follows:

*“The Town reserves the right to make periodic adjustments to the Town’s Match amount to ensure that the Employee is receiving the appropriate amount. This appropriate Match will be no more than the Employee’s Deferred Compensation Plan contribution, with the maximum annual limit of 2% of the Employee’s gross salary amount.”*

7) The effective date of the Amendment is July 1, 2023.

THIS AGREEMENT has been duly executed by the authorized representatives of the Town of Norwood and the AFSCME, Council 93, Local 1451A.

TOWN OF NORWOOD

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, COUNCIL 93,  
LOCAL 1451A

By: Kevin Shaughnessy  
Kevin Shaughnessy  
Superintendent

By: Doug Wigandt  
Doug Wigandt, Union Steward  
AFSCME, Local 93, Local 1451A

Dated: 6/13/2023

Dated: 6/13/2023