

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
CLERICAL GROUP

July 1, 2021 to June 30, 2024

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Appendix: A: Classification and Compensation Plan – Clerical Group
B: Memorandum of Agreement dated October 26, 2021
C: FY22 – 24 Wage Scales

THIS AGREEMENT entered into by the Town of Norwood, (hereinafter referred to as the Town) 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 Town 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 Town 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 full-time and part-time non-professional Employees of the Town of Norwood who are members of the Unit as set forth in the Labor Relations Commission Certification of July 13, 1982, attached as Appendix A-1 to this Agreement, including those positions listed in Appendix A to this agreement, but excluding all elected officials, appointed officers, executive officers, managerial employees (including but not limited to: the General Manager, Assistant General Manager, Confidential Secretary to the Chief of Police,

Social Worker, Recreation Administrator, Recreation Coordinator, DFC Program Director, Administrative Assistant to the Board of Selectmen, Human Resources Generalist, Environmental Planner/Conservation Agent, Budget Management Analyst, Business Manager, Energy Manager, Executive Assistant to the General Manager, and Executive Assistant to the Board of Selectmen); and confidential employees; and excluding all supervisory employees, casual Employees, and all other Employees of the Town of Norwood.

ARTICLE 2

UNION DUES

The Town shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular byweekly 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.

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.

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 1451.

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 Town 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 16, the principle shall govern and control in all cases of promotion, transfer, decrease, or increase of the working force. Length of service in the clerical unit shall govern for the choice of vacation period.

ARTICLE 5

UNION REPRESENTATIVES

A written list of Union stewards and other representatives shall be furnished to the Town immediately after their designation and the Union shall notify the Town 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 regular hours of work for clerical employees covered by this agreement will be thirty-seven and one half (37.5) or forty (40) hours per week, Monday through Friday.

Town Hall

Employees who work thirty-seven and one half (37.5) hours at Town Hall will regularly work 8:00 a.m. to 4:00 p.m. with a thirty (30) minute lunch period.

Employees who work forty (40) hours at Town Hall will regularly work 8:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch period. The exception of this will be custodians who work at Town Hall whose hours will either be 6:00 a.m. to 2:00 p.m. or 8:00 a.m. to 4:00 p.m.

Public Works

The regular hours of work for the clerical employees at the Department of Public Works shall conform to the regular business hours of that department.

Recreation

Employees who work forty (40) hours at the Civic Center will regularly work

7:00 a.m. to 3:00 p.m. with a thirty (30) minute lunch period. The exception of this will be custodians who work at the Civic Center whose hours will either be from 6:00 a.m. to 2:00 p.m. or from 2:00 p.m. to 10:00 p.m.

ARTICLE 7

OVERTIME

Non-Custodial employees covered under the 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 seven and a half (7.5) hours in any one day or thirty-seven and a half (37.5) hours in one (1) week. Custodial employees covered under the 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 day and forty (40) hours in one (1) week.

When an Employee is required to work in excess of sixteen (16) straight hours, he or she shall be compensated at the rate of double time for all hours up to the commencement of his or her next regular shift.

Any Employee called back to work on the same day after having completed assigned work and left the place of employment and two (2) hours before the next regular scheduled starting time, shall be paid at a rate of time and one-half for all hours worked on recall. He or she will be guaranteed a minimum of four (4) hours pay at time and one-half for such call-back on Sunday and four (4) hours for any such call-back on any day of the week, other than Sunday.

Overtime work shall be voluntary for all Employees. However, in an emergency situation or as the needs of the department require, the Town 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 Town formerly exercised or exercisable by the Town remain vested in the Town including, without being limited to, all rights and powers given the Town 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.

Pursuant to the Side Letter Agreement entered into in 2001, it is the intent of the Town of Norwood to provide just cause protection for all Employees covered by this Agreement whether they are protected by Civil Service or not.

ARTICLE 9

MEAL PERIODS

All Employees shall be granted a meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

The former Retirement Board area is hereby designated as the lunch area for employees. The Employees are responsible for maintaining the area in a neat and clean condition.

ARTICLE 10

HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	½ Day Before Christmas
Floating Holiday	½ Day Before New Year's
	Christmas Day

and any other day that may be declared a holiday by the Governor of the Commonwealth or the General Court. The aforementioned Floating Holiday may only be taken forty-eight (48) hours after notice is given to the appropriate supervisor. To be eligible to be paid for the above listed holidays, an employee must work the scheduled work day before and after the holiday as well as the holiday itself if the employee is scheduled to work. The only exception to this requirement is hospitalization or medical documentation of illness satisfactory to the supervisor.

Should any holiday fall on an Employee's normal day off, the nearest scheduled working day will be considered to be the holiday except shift workers who shall receive

another day off at the discretion of the Department Head. Employees shall receive holiday pay in an amount which corresponds to straight-time payment for the employee's regular daily hours of work. Any Employee required to work on a holiday, excluding shift workers, shall receive in addition to his regular holiday pay, an amount equal to one and one-half (1 ½) times his regular rate of pay for all hours worked.

ARTICLE 11

SICK LEAVE, BUY-BACK, AND PERSONAL LEAVE

Section 1. Effective July 1, 2021, a sick leave allocation of 1-1/4 days per month shall be credited to each full-time Employee. Said sick leave may accumulate to a total of 280 days.

Effective July 1, 2022, a sick leave allocation of .8333 days per month shall be credited to each full-time Employee. Said sick leave may be accumulated to a total of 180 days. Full-time employees hired before January 1, 2022, may accumulate to a total of 280 days.

Sick leave shall only be taken when illness or injury to said Employee prevents him from attending to the performance of his duties. A Department Head may, however, approve sick leave where illness or injury to an Employee's spouse or children prevent him from performing his duty.

Prior to taking sick leave an Employee shall notify the Department Head or designee of his/her need for sick leave and the reasons thereof. Unless otherwise directed by the Department Head, said Employee shall give the aforementioned notice for each and every shift to be missed due to illness or injury.

Should the Department Head suspect sick leave abuse, he may require an Employee who has taken sick leave to furnish a certificate from a medical doctor detailing the nature of the Employee's illness or injury and its duration. Said certificate shall be secured at the Employee's expense.

An Employee who is sick or injured would normally be expected to be at the employee's home or place of treatment during the entire period of recuperation. However, should the need arise to be elsewhere, the Employee is expected to notify the Department Head in advance.

In cases where the Employee needs to be away from his home or place of treatment for recuperative purposes for more than a one-day period, he or she must notify the Department Head in advance.

Should the Department Head suspect the abuse of sick leave he may take whatever reasonable action necessary to investigate and remedy the abuse of sick leave by Employees.

Employees using sick leave in excess of four (4) days in any one thirty (30) day period or show a pattern of sick leave abuse (such as taking repeated time off before or after normal days off, or before or after vacation time), may be placed on a RESTRICTED LIST, and may be required to provide a physician's certificate or note on a form furnished by the Town of Norwood for each subsequent use of sick leave while on the restricted list. An Employee shall remain on the list for a period of 60 days from the date of written notification of being placed on the RESTRICTED LIST. During this period of time (60 days), an employee who is sick will be required to produce a physician's note within 24 hours of their return to work. A physician note will not extend

the 60 day period. An employee who cannot produce a physician's note for their absence while on the RESTRICTED LIST will have his restriction extended 60 days from the most recent absence, and be docked for that day.

Section 2. There shall be a sick leave buy-back program as follows: A minimum of one hundred (100) days must be accumulated before this program takes effect. Each Employee, upon retirement, or on a voluntary and honorable termination, shall be paid twenty-five percent (25%) of a day's pay for each day accumulated above the one hundred (100) days up to a maximum of \$5,000.

The sick leave buy-back program for full-time employees hired before January 1, 2022, shall be as follows A minimum of one hundred (100) days must be accumulated before this program takes effect. Each Employee, upon retirement, or on a voluntary and honorable termination, shall be paid twenty-five percent (25%) of a day's pay for each day accumulated above the one hundred (100) days.

Section 3. Employees will be allowed two (2) additional, stand alone, personal days annually, chargeable to accumulated sick leave, at the discretion of the employee, subject to the approval of the employee's Department Head.

ARTICLE 11A

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 sick days upon any request, which decision shall not be subject to the grievance and arbitration procedure set forth in Article 18. Decisions by the General Manager to either grant or deny sick leave advance requests shall not be arbitrary and capricious;
- (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 12

JURY PAY

Employees summoned for jury duty shall be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriated documentation of service to the Department Head.

An employee who serves as a juror in a federal court or in the courts of the Commonwealth, the Employee shall receive from the Town the difference between their salary and the compensation they receive for such jury service, exclusive of any travel or other allowance; provided, however, they shall receive full pay for the first three (3) days of jury service for the Commonwealth of Massachusetts.

ARTICLE 13

FUNERAL LEAVE

An employee will be granted leave with pay in the amount five (5) calendar days in the event of death of spouse, child, step-child, parent, step-parent, brother or sister, step-brother or step-sister, or “life partner”, 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, grandchild, mother-in-law, father-in-law, aunts and uncles shall be three (3) calendar days. For the purpose of this Article, bereavement leave with respect to the Employee’s brother-in-law, sister-in-law, nieces, or nephews will be two (2) 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.

“Life Partner” shall be defined as two persons in a committed relationship of two years or more in duration and residing in the same abode.

ARTICLE 14

HEALTH AND WELFARE

The Town agrees to provide employees with health insurance in accordance with Massachusetts General Laws Chapter 32B with the approval of the PEC.

ARTICLE 15

UNIFORMS AND PROTECTIVE CLOTHING

Custodians in the Municipal Building and Recreation Building will be eligible for reimbursement of up to six hundred dollars (\$600.00) annually for the purchase of uniforms and protective clothing. Management will specify the uniforms required to be worn, and any employee who does not wear the uniform prescribed by management shall not be eligible for reimbursement under this provision.

The Wiring Inspector and the Plumbing & Gas Inspector will be eligible for reimbursement of up to three hundred fifty dollars (\$350.00) annually for the purchase of protective clothing and gear.

Bargaining unit employees who do not receive an allowance for reimbursement of uniforms or protective clothing will be eligible for reimbursement of up to two hundred fifty dollars (\$250.00) annually for the purchase of necessary eyewear.

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

The Town agrees to provide all material, equipment, and tools required to perform the duties assigned to the Employees in the Municipal Building and Recreation Building.

ARTICLE 16

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 for all AFSCME groups: School Department, Public Safety, Light Department, DPW and Municipal Building. The posting shall list the pay, duties and qualifications of the vacant position. The notice shall remain posted for 10 working days. Local 1451 employees interested in being considered for a vacancy shall apply in writing within the above-referred 10 day posting period. It is understood that the Town will first interview clerical chapter employees who apply before interviewing other Local 1451 covered position employees and applicants from outside the bargaining unit.

ARTICLE 17

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, or 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 Town 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 to Chapter 73 of the Massachusetts Legislative Session Acts of 2019.

ARTICLE 18

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 Commonwealth of Massachusetts Department of Labor Relations (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 19

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 20

LONGEVITY

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

Six Hundred (\$600.00) Dollars after ten (10) years of service.

Seven Hundred Fifty (\$750.00) Dollars after fifteen (15) years of service.

Eight Hundred Fifty (\$850.00) Dollars after twenty (20) years of service.

Two thousand dollars (\$2,000.00) after twenty-five (25) years of service.

It is specifically understood that the aforementioned longevity increments will be prorated for employees covered by this Agreement who work less than full-time hours.

ARTICLE 21

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 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 Clerical 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 22

ALLOWANCE FOR METER READERS AND OTHER EMPLOYEES

The Plumbing and Gas Inspector and the Wiring Inspector shall each be granted Two Hundred (\$200.00) Dollars per month to cover mileage and any incidental travel expenses.

ARTICLE 23

VACATIONS

Vacations shall be granted as follows:

Up to ten (10) vacation days will be granted on a pro rata basis during the first year of service. The proration of the vacation time will be as follows:

- When hired between January 1st and March 31st, ten (10) days will be awarded at the date of hire.
- When hired between April 1st and June 30th, seven and one half (7.5) days will be awarded at the date of hire.
- When hired between July 1st and September 30th, five (5) days will be awarded at the date of hire.
- When hired between October 1st and November 30th, two and one half (2.5) will be awarded at the date of hire.
- When hired between December 1st and December 31st, no days shall be awarded.

Ten (10) days after one (1) year of service

Fifteen (15) days after five (5) years of service

Twenty (20) days after ten (10) years of service

Twenty-one (21) day after twelve (12) years of service

Twenty-two (22) days after fourteen (14) years of service

Twenty-three (23) days after sixteen (16) years of service

Twenty- four (24) days after eighteen (18) years of service

Twenty-five (25) days after twenty (20) years of service

A maximum of ten (10) vacation days can be carried forward for sufficient cause as determined by Management, subject to the employee submitting a written request by November 1, to be used by June 30 of the same fiscal year.

Employees may earn an additional one day of vacation after the 25th year of service through the 30th year of service for a total of one additional week of vacation after 30 years of service.

ARTICLE 24

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 Town 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.

ARTICLE 25

WAGE INCREASE

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

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

Effective July 1, 2022, Step 1 of all grades will be eliminated, and Step 2 will become Step 1 of all grades in the wage scale in Appendix A. Effective July 1, 2022, an additional max step will be added to each grade of the wage scales in Appendix A.

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

- A. Any employee covered by this agreement who is assigned by her department head to temporarily cover for an employee of a higher grade for more than 10 consecutive full working days, shall receive a differential of 3% of the temporarily assigned employee's regular daily rate for all days so worked.

ARTICLE 26

TUITION REIMBURSEMENT

The Town will appropriate up to a total of \$8,000 per year for a tuition reimbursement, educational incentive fund for employees covered by this bargaining agreement. No employee may personally receive more than a maximum of \$2000 per year in tuition reimbursement, and provided further that said reimbursement is only for course work in a work related program or course of study at an accredited college or university in the Commonwealth of Massachusetts.

Moreover, it is expressly understood that once the above-referred annual \$8,000 total has been spent, no further reimbursements shall be made. In order to be eligible for reimbursement, prior approval must be received from Human Resources and the Department Head on a form developed by HR. Reimbursement shall be available only where the employee receives a grade of "B" or better".

ARTICLE 27

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 28

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:

An employee who has completed the initial probationary period set by the terms of employment, not to exceed 3 months, or, if there is no such probationary period, has been employed by the same Town for at least 3 consecutive months as a full-time employee, shall be entitled to 8 weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the same Town shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child. The employee shall give at least 2 weeks' notice to the Town of the anticipated date of departure and the employee's intention to return, or provide notice as soon as practicable if the delay is for reasons beyond the individual's control. The employee shall be restored to the employee's previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave. An employee on parental leave for the adoption of a child shall be entitled to the same benefits offered by the Town to an employee on parental leave for the birth of a child. The parental leave may be with or without pay at the discretion of the Town. If the Town agrees to provide parental leave for longer than 8 weeks, the Town shall not deny the employee the rights under this section unless the Town clearly informs the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than 8 weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

The Town shall not be required to restore an employee on parental leave to the previous or a similar position if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the employee's parental leave;

provided, however, that the employee on parental leave shall retain any preferential consideration for another position to which the employee may be entitled as of the date of the leave.

The parental 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 the employee was eligible at the date of the leave or any other advantages or rights of employment incidental to the employment position; provided, however, that the parental leave shall not be included, when applicable, in the computation of the benefits, rights and advantages; and provided further, that the Town need not provide for the cost of any benefits, plans or programs during the parental leave unless the Town provides for such benefits, plans or programs to all employees who are on a leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

Every Town shall post and keep posted in a conspicuous place upon its premises a notice describing this section and the Town's policies related to this section.

For purposes of this section, an "Town" shall be defined as in subsection 5 of section one of chapter one hundred and fifty-one B.

If M.G.L. c. 149, S 105 D is updated by the legislature, the law, not this section, will govern.

ARTICLE 29

PROBATIONARY PERIOD

All new employees will be subject to a probationary period of six (6) 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 (6) month probationary period up to an additional three (3) months.

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.

ARTICLE 30

PARENTAL LEAVE

The Town complies with all applicable state and federal laws related to parental leave, including the FMLA and M.G.L. c. 149, s. 105D. The first four (4) weeks of such leave shall be with pay. After the first four (4) weeks, the remainder of such leave shall be unpaid; however, employees may substitute accrued paid leave (vacation, personal, or, where applicable, sick leave) in accordance with the Town's FMLA policy. Accrued sick leave benefits and health insurance benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary medical disabilities. Employees on paid parental leave shall be placed concurrently on unpaid FMLA leave.

ARTICLE 31A

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.

The parties agree to not implement mandatory direct deposit before January 1, 2021.

ARTICLE 31B

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 32

NO STRIKE

The Union agrees that it shall not engage in strike or induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services from the Town. If M.G.L. c. 9, S A is updated by the legislature, the law, not this section will govern.

DATED this 14th day of December, 2021.

FOR THE TOWN OF NORWOOD:



Tony Mazzucco, General Manager

FOR AFSCME, COUNCIL 93,
LOCAL 1451, Clerical Group:



Sheila A. Kearns, M.Ed.,
Staff Representative

CLASSIFICATION PLAN
AFSCME-CLERICAL

GRADE C-1

GRADE C-2

Account Clerk I
Custodian/Maintenance Worker – Town Hall
Office Assistant
Program Assistant (Senior Center)

GRADE C-3

Central Telephone System Operator/Office Assistant
Senior Office Assistant

GRADE C-4

Account Clerk II
Customer Service Assistant/Cashier PT
Senior Custodian/Maintenance Worker

GRADE C-5

Principal Office Assistant
Senior Office Assistant Recreation

GRADE C-6

Account Clerk III
Customer Service Assistant/Cashier
Administrative Assistant
Purchasing Assistant
Facilities Maintenance Craftsman

GRADE C-7

Senior Administrative Assistant
Census and Elections Administrator
Senior Account Clerk
Tax Specialist

GRADE C-8

Payroll Administrator
Accounting Specialist
Program Director (Senior Center)

GRADE C-9

GRADE C-10

Plumbing and Gas Inspector

Wiring Inspector

GRADE C-11

Computer Assistant

MEMORANDUM OF AGREEMENT

TOWN OF NORWOOD

AND

**LOCAL 1451, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE COUNCIL #93
(CLERICAL UNIT)**

(2021)

WHEREAS, the Town of Norwood (the “Town”) and Local 1451, American Federation of State, County, and Municipal Employees, AFL-CIO, State Council #93 (Clerical Unit) (the “Union”) (with the Town collectively referred to as the “parties”) are currently parties to a Collective Bargaining Agreement (CBA) in effect from July 1, 2017 to June 30, 2021;

WHEREAS, the parties have bargained collectively over a successor CBA to the current CBA between the Town and the Union in effect from July 1, 2017 to June 30, 2021;

WHEREAS, the parties have reached agreement on a successor collective bargaining agreement;

NOW THEREFORE, the parties hereby agree that the successor Agreement between the Town and the Union shall consist of the Agreement between the Town of Norwood and Local 1451, American Federation of State, County, and Municipal Employees, AFL-CIO, State Council #93 (Clerical Unit) in effect from July 1, 2017 to June 30, 2021, except as specifically modified below.

1. Article 1 - Recognition

The parties agree to amend Article 1 – Recognition to state as follows:

**ARTICLE 1
RECOGNITION**

The Town 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 full- and part-time non-professional Employees of the Town of Norwood, who are members of the Unit as set forth in the Labor Relations Commission Certification of July 13, 1982, attached as APPENDIX A-1 to this Agreement, including those positions listed in APPENDIX A to this Agreement, but excluding all elected officials, appointed officers, executive officers, managerial employees (including, but not limited to the General Manager, Assistant General Manager, Confidential Secretary to the Chief of Police, Social Worker, Recreation Administrator, Recreation Coordinator, DFC Program Director, Administrative Assistant to the Board of Selectmen, Human Resources Generalist, Benefits Administrator, Environmental Planner/Conservation Agent, Budget Management Analyst, Business Manager, Energy Manager,

Computer Assistant, Billing Department Office Manager, ~~Worker's Compensation Coordinator/Assistant to the General Manager, Executive Assistant to the General Manager, and Executive Assistant to the Board of Selectmen~~; and confidential employees; and excluding all supervisory employees, casual Employees, and all other Employees of the Town of Norwood

2. Article 6 – Hours of Work

The parties agree to amend Article 6 – Hours of Work by deleting the existing language and replacing it with the following:

“The regular hours of work for clerical employees covered by this agreement will be thirty-seven and one half (37.5) or forty (40) hours per week, Monday through Friday.

Town Hall

Employees who work thirty-seven and one half (37.5) hours at Town Hall will regularly work 8:00am to 4:00pm with a thirty (30) minute lunch period.

Employees who work forty (40) hours at Town Hall will regularly work 8:00am to 4:30pm with a thirty (30) minute lunch period. The exception of this will be custodians who work at Town Hall whose hours will be either 6:00am to 2:00pm or 8:00am to 4:00pm.

Recreation

Employees who work forty (40) hours at the Civic Center will regularly work 7:00am to 3pm with a thirty (30) minute lunch period. The exception of this will be custodians who work at the Civic Center. They will work two shifts from 6:00am to 2:00pm and from 2:00pm to 10:00pm.

Public Works

The regular hours of work for the clerical employees at the Department of Public Works shall conform to the regular business hours of that Department.

3. Article 11 – Sick Leave, Buyback, and Emergency Leave

(a) The parties agree to amend Section 1 of Article 11 by:

- a. Reducing the number of days an employee can accrue per year from 15 to 10 days; and
- b. Reducing the amount of sick leave that may be accumulated from 280 days to 180 days.

(b) The parties agree to amend Section 2 of Article 11 by including a cash ceiling or cap of \$5,000.00 on the maximum amount of sick leave buyback and employee can be eligible to receive.

(c) The parties agree that, notwithstanding the amendment to Section 1 of Article 11 noted in subpart a. above, full-time employees hired before January 1, 2022 will be exempt from subpart b above and shall continue to be eligible to accrue sick time up to a maximum of 280 days.

(d) The parties agree that, notwithstanding the amendment to Section 2 of Article 11 noted in subpart b. above, the sick leave buy-back program for full-time employees hired before January 1, 2022 shall continue to be as follows:

“A minimum of one hundred (100) days must be accumulated before this program takes effect. Each full-time employee in the bargaining unit hired by the Town before January 1, 2022, upon retirement, or on a voluntary and honorable termination, shall be paid twenty-five percent (25%) of a day’s pay for each day accumulated above the one hundred (100) days.”

(e) The Town proposes that, effective July 1, 2021, an amount equal to one week’s base wage shall be permanently added to the base wage schedule.

(f) The Town proposes that, effective July 1, 2022, employees will accrue .833 sick days per month (previously 1.25 days).

(g) The Town proposes to amend Section 3 of Article 11 – Sick Leave, Buy-Back, and Personal Leave by deleting the sentence and replacing it with the following:

“Employees will be allowed two (2) additional, stand alone, personal days annually, to be used at the discretion of the employee, subject to the approval of the employee’s Department Head.”

4. Article 12 – Jury Pay

The parties agree to delete the existing language in Article 12 – Jury Pay and replace it with the following:

“ARTICLE 12 JURY PAY”

Section 1 Employees summoned for jury duty shall be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate documentation of service to the Department Head.

Section 2 An Employee who serves as a juror in a federal court or in the courts of the Commonwealth, the Employee shall receive from the Town the difference between their salary and the compensation they receive for such jury service, exclusive of any travel or other allowance; provided, however, they shall receive full pay for the first three (3) days of jury service for the Commonwealth of Massachusetts.”

5. Article 14 – Health and Welfare

The parties agree to delete the existing language in Article 14 – Health and Welfare and replace it with the following:

“The Town agrees to provide employees with health insurance in accordance with Massachusetts General Laws Chapter 32B with the approval of the PEC.”

6. Article 19 – Duration

The parties agree to amend Article 19 – Duration as follows:

(1) amend the duration dates (to be from July 1, 2021, through June 30, 2024) in the first sentence of Article 19; and

(2) revise the period at the end of the second (last) sentence in Article 19 to state “prior to June 30, 2024.”

7. Article 25 – Wage Increase

a. The parties agree to amend Article 25 – Wage Increase by deleting the first three unnumbered paragraphs in that article and replacing them with the following:

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

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

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

b. Effective July 1, 2022, Step 1 of all grades will be eliminated and Step 2 will become Step 1 of all grades in the wage scale in Appendix A. Effective July 1, 2022, an additional max step will be added to each grade of the wage scales in Appendix A.

8. Article 24 – Vacation

The parties agree to amend Article 24 - Vacation to provide as follows:

a. In the first unnumbered paragraph, the parties agree to insert a new subpart after the introductory sentence that states “Vacation shall be granted as follows:” that states as follows:

“Up to 10 work days (2 work weeks) on a pro rata basis during the first year of service. The proration of the vacation time will be as follows:

When hired between January 1st and March 31st, 10 days will be awarded at the date of hire.

When hired between April 1st and June 30th, 7.5 days will be awarded.

When hired between July 1st and September 30th, 5 days shall be awarded.

When hired between October 1st and November 30th, 2.5 days shall be awarded.

When hired between December 1st and December 20th, no days shall be awarded.”

b. Throughout Article 24 - Vacation, the Town proposes to convert weeks to work days (with one (1) week equaling five (5) work days).

9. Article 28 – Equal Opportunity

The parties agree to amend Article 28 – Equal Opportunity by adding a sentence after the last sentence that states as follows:

“If M.G.L. c. 149, S 105 D is updated by the legislature, the law, not this section, will govern.”

10. Article 30 – Parental Leave

The parties agree to amend Article 30 – Parental Leave to clarify that an employee on parental leave will be placed concurrently on unpaid FMLA leave.

12. NEW – Article 31 – No Strike

The parties agree to insert a new Article 31 – No Strike that states as follows:

“ARTICLE 31
NO STRIKE”

The Union agrees that it shall not engage in strike or induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services from the Town. If M.G.L. c. 9, S A is updated by the legislature, the law, not this section will govern.”

THIS MEMORANDUM OF AGREEMENT is subject to ratification by the BOARD OF SELECTMEN of the TOWN OF NORWOOD and LOCAL 1451, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL #93 (CLERICAL UNIT) and appropriation by the TOWN OF NORWOOD TOWN MEETING.

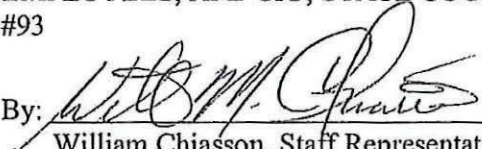
THIS AGREEMENT has been duly executed by the authorized representatives of the TOWN OF NORWOOD and LOCAL 1451, AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL #93 (CLERICAL UNIT).

TOWN OF NORWOOD

LOCAL 1451, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL #93

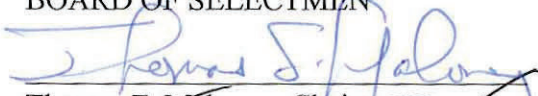
By: 
Tony Mazzucco, General Manager

By: 
William Chiasson, Staff Representative


Date: 10/26/2021

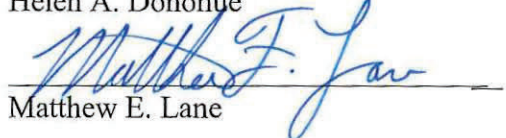
RATIFIED:

TOWN OF NORWOOD
BOARD OF SELECTMEN


Thomas F. Maloney, Chairman


William J. Plasko


Helen A. Donohue


Matthew E. Lane

Date: 10/26/2021

APPROVED FOR LEGAL FORM:

Corey F. Higgins, Esq.
Labor Counsel