



COLLECTIVE BARGAINING AGREEMENT BETWEEN

TOWN OF NORWOOD

AND

NORWOOD SUPERIOR OFFICERS' UNION,

IBPO, LOCAL 438

July 1, 2020 - June 30, 2023

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AGREEMENT

Pursuant to the provision of Chapter 150E, this Agreement is made and entered into this ____ day of _____, 2020, by and between the Town of Norwood and the IBPO, Local 438, Bargaining Agent for the Norwood Police Superior Officers.

PREAMBLE

Whereas the Great and General Court of Massachusetts in its wisdom saw fit in the year 1966 to pass a law whereby Police Officers have a statutory right to bargain collectively with their municipal employer, it is the intention of this agreement to maintain a harmonious relationship between them, recognizing the legitimate rights and need of the employees of the Police Department as well as the obligation of the Town to protect the safety of the public.

Now, therefore, in consideration of the mutual obligations contained herein, the parties agree as follows:

ARTICLE 1

RECOGNITION

Section 1 Recognition

The Town of Norwood recognizes the IBPO, Local 438, as the exclusive representative, for the purpose of collective bargaining relative to wage, hours, and other conditions of employment, of all Police Superior Officers in the service of the Town of Norwood. The Chief of Police, Deputy Chief of Police, Patrol Officers, managerial, confidential and all other Town employees are excluded from the unit. The Municipal Employer and the IBPO, Local 438, agree not to discriminate against employees covered by this Agreement on account of membership in said Local.

Section 2 Union Rights

It is understood that the bargaining unit employees shall have and be protected in the rights recognized by c. 150 E, including the right to participate in all lawful activities, or to refrain from the same.

Section 3 Individual Rights

In any disciplinary interview or meeting an employee shall have the right to be accompanied and assisted by a union steward or representative, upon request. If no such steward or representative is immediately available, a reasonable request for postponement shall be granted if requested. Nothing in this section shall preclude an employee being interviewed or required to file a statement prior to the filing of any charges.

ARTICLE 2

MANAGEMENT RIGHTS

The Town shall not be limited in any way in the exercise of the functions of municipal management or government, and the Town shall have retained and reserved unto itself, and may exercise without bargaining with the Union, unless otherwise noted, all the powers, authority and prerogatives of municipal management or government including, but not limited to, the following:

- (a) the right to operate, manage and control the police department and its activities;
- (b) the right to direct and control the work of its employees and the use of its properties, facilities and equipment;
- (c) the right to establish, change or discontinue duties;
- (d) the right to require such standards of performance as it may deem appropriate;
- (e) the right to evaluate all employees, including the establishment of the evaluation instrument, the frequency of evaluations and conducting of evaluations subject to impact bargaining;
- (f) the right to determine the assignment of duties and work assignments, including the change of duties and work assignments from time to time, and the scheduling and enforcement of working hours all consistent with the function of a police officer;
- (g) the right to assign employees to duties and tasks from time to time generally consistent with the function of a police officer;
- (h) the right to assign shifts and to change the shift assignments from time to time (subject to shift bidding by seniority);

- (i) the right to create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts subject to impact bargaining;
- (j) the right to interpret job descriptions and to establish new job descriptions, abolish, and change job descriptions, subject to impact bargaining;
- (k) the right to increase, diminish, change or discontinue operations in whole or in part.
- (l) the right to determine the level of services to be provided;
- (m) the right to determine the professional standards for on-duty appearance of employees;
- (n) the right to determine the location, organization, number and training of personnel.
- (o) the right to maintain discipline, order and efficiency;
- (p) the right to determine fitness standards;
- (q) the right to determine methods and procedures and to direct employees;
- (r) the right to obtain from any source and to contract and subcontract for materials, supplies and equipment;
- (s) the right to promote employees, including the determination of qualifications and requirements for the position or promotion, and to determine the necessity for filling a vacancy;
- (t) the right to select and hire employees;
- (u) the right to discharge, suspend, reprimand, impose punishment duty or otherwise discipline employees (and in the case of permanent employees who have successfully completed their probationary period, subject to just cause);
- (v) the right to lay off employees for lack of work or funds;
- (w) the right to assign and require reasonable overtime work;
- (x) the right to promulgate and enforce all reasonable rules relating to policies, procedures and operations, safety measures;
- (y) the right to allocate, schedule, and grant all leaves, including sick leave and administrative leave;
- (z) the right to relieve officers from duty due to incapacity to perform duties or for any lawful reason;

- (aa) the right to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be called in where there is an identifiable reason for a specific employee;
- (bb) the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing, Article 22, and the Drug & Alcohol Testing Policy set forth in APPENDIX B;
- (cc) the right to determine the style, color, items and standards of the uniform, if any, worn or used by employees. A wholesale change to the uniform will be subject to impact bargaining;
- (dd) the right to determine the care, maintenance and operation of the equipment and property used for and on behalf of the Town;
- (ee) the right to operate and direct the affairs of the Town in all of its various aspects;
- (ff) the right to determine employee classifications subject to other articles in the CBA;
- (gg) the right to determine the assignment of work sites including the change of work sites from time to time;
- (hh) and the right generally to control and supervise the Department's operations and affairs;

And the Town will have the right to invoke these rights as the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly abridged by a specific provision of this Agreement.

1. During a bona fide public safety emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provision of this Agreement.

2. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the grievance provision of this Agreement.

3. The Town reserves the exclusive right to determine all cases of promotion, classification, assignment, or transfer of any employee or employees.

4. The Union specifically agrees that the exercise of the rights under this Article and the effect of such exercise on either the employees or Union shall not be subject to any further bargaining during the term of the Agreement unless otherwise noted. The Union also agrees that the exercise of the above rights and its effect on employees is not subject to the grievance or arbitration provisions of this contract unless it is alleged that such action by management violates a specific Article or Section of this Agreement.

ARTICLE 3

RETENTION OF CIVIL SERVICE RIGHTS

Section 1 Retention of Civil Service Rights

The employees covered by this Agreement who were appointed prior to February 1, 2015, shall retain their Civil Service Rights now in effect and regulated by Chapter 31 of the General Laws of Massachusetts.

Section 2 Vacancies - Superior Officer's Rank

As far as possible, the Department shall continue to anticipate and plan for filling vacancies and shall endeavor to have a promotion list available. The Department shall continue to make promotions as soon as practicable after a vacancy occurs, subject to funding.

Section 3 Working Out of Grade

Members of the Police Department who are ordered to serve temporarily in a higher rank for a period of one (1) working day, shall be compensated at the rate established for the next higher rank; provided such service shall be a normal one (1) day and/or (1) night tour of duty. For the purpose of this paragraph, the words "tour of duty" shall mean an eight (8) hour day, or an eight (8) hour night tour for members of the Police Department. Superior Officer who serves temporarily in a higher rank shall be compensated at the rate of the next highest rate. A Sergeant working as officer-in charge/shift commander shall not be considered as working out of grade.

ARTICLE 4
COURT TIME COMPENSATION

Any Officer who attends or is required to attend court on his or her or her own time in prosecution of or other performance of police duty in the course of a case or other controversy, shall be paid at one and one-half times his or her or her regular hourly rate of pay with a minimum guarantee of four hours pay. No Officer shall be required to accept compensatory time off in lieu of such court time.

Court time shall mean and include the following - any time or attendance or related service at or in any matter of a criminal or civil nature before any State or Federal Court, Administrative Agency or other instrumentality of Government, whether Federal, State, Municipal or related to any political subdivision or political authority and shall include attendance at hearings before Masters, Auditors, District Attorneys or other Officials of any of the above governmental bodies.

ARTICLE 5
OVERTIME

Section 1

All hours worked in excess of eight (8) hours on any day or night shift or any tour of duty shall be compensated for at one and one-half times the regular hourly rate of pay. A guarantee minimum of four (4) hours on call backs.

Section 2

It is understood and agreed that owing to absences, and or emergency situations, the Chief or shift commanders may from time to time require Officers covered by this agreement to work overtime shifts. The Chief may promulgate and from time to time amend procedures to implement such requirement.

Section 3

An officer who works a full eight- (8-) hour overtime shift on the Fourth of July, Thanksgiving or Christmas shall be paid twice his or her regular hourly rate of pay (double time).

Section 4

An officer who works more than sixteen (16) hours straight (not including hours spent working any detail) shall be paid double time for all hours over sixteen (16) and shall be given his/her next shift off without loss of pay if he or she works more than eighteen (18) hours straight, unless such officer's next shift is more than ten (10) hours after the prolonged shift (i.e., the shift during which the officer worked beyond eighteen (18) hours) ends, in which case this provision shall not apply.

ARTICLE 5

VACATION

Section 1 Vacation

All bargaining unit employees shall receive an annual vacation with pay after the following periods of full employment:

Two (2) weeks	After one (1) year
Three (3) weeks	After five (5) years
Four (4) weeks	After ten (10) years
Five (5) weeks	After twenty (20) or more years of service
Six (6) weeks	After thirty (30) or more years of service

At twenty-five (25) years, one (1) additional vacation day per year for five (5) years, for a total accumulation of six (6) weeks at thirty (30) years.

Vacations shall be granted on seniority basis with regard to selection and period.

In consideration of the settlement of Balutis et al v. Butters et al, Norfolk Superior Court #110535, one week of vacation shall be equivalent to five tours of duty.

If an Officer is on sick/injury leave, he/she shall accrue vacation and sick leave pay while on leave to the extent provided for in this contract provided, however, that any vacation not taken prior to such limiting date as is set by the Chief in his or her or her rules or regulations pertaining to departmental vacation policy shall be lost and shall not be eligible for carryover to the following year with one exception; if the officer goes out on sick or injured leave after

November 1st but before December 30th of a calendar year without having used all his or her or her available vacation time to which he/she otherwise would have been entitled, and returns prior to March 31st of the following calendar year, then the officer may carry over the vacation to the following calendar year only. It is agreed that an officer shall not receive more than fifty-two (52) weeks' pay in a year including but not limited to vacation allowance.

Section 2 Seniority

Seniority shall be based on rank: Chief, Deputy Chief, Lieutenant, Sergeant, Patrol Officer. In the event of two or more employees in the same rank, seniority shall be based upon uninterrupted years of service for the Town of Norwood Police Department. Any employee who is rehired after voluntary resignation shall be deemed to have incurred interrupted service. If two or more employees were appointed on the same date, seniority shall be consistent with the names as they appeared on the Civil Service list. If two or more employees were appointed on the same date but not under civil service, seniority shall be determined by a coin toss. Seniority shall determine preference in platoon assignments, but shall not prevent an assignment for the welfare of an individual or the good of the Department.

ARTICLE 6

SICK LEAVE AND OTHER LEAVE

Section 1 Sick Leave

1. A sick leave allocation of fifteen days per calendar year shall be credited to each full-time employee. An employee may accumulate a maximum of 280 days.

2. Sick leave shall only be taken when illness or off the job injury to the Officer prevents him or her from attending to the performance of his or her or her duties. The Chief of Police may in his or her discretion, however, approve sick leave where illness or injury to an officer's spouse or children prevent the officer from performing his or her or her duties.

3. Prior to taking sick leave, an officer shall notify the Chief of Police or his or her designee of his or her or her need for sick leave and the reasons thereof. Unless otherwise directed by the Chief, the employee shall give notice for each and every shift to be missed due to illness or injury.

4. In the event of any officer using more than seven (7) undocumented days in any calendar year, the Chief may, prior to authorizing payment, require an officer who has taken sick leave to furnish a certificate from a medical doctor detailing the nature of the Officer's illness or injury and its duration: Said certificate shall be secured at the officer's expense.

5. However, when the Chief suspects possible sick leave abuse, based upon excessive use, patterned absence or similar reasons, he may require any police officer to provide medical certification in accordance with the preceding paragraph. Moreover, the Chief may direct that the employee be examined by a Town designated physician, in which event the Town will bear the cost of the examination.

6. An Officer who is sick shall be at his or her or her home or place of treatment during the entire period of recuperation. However, should the need arise to be elsewhere, the Officer shall notify the Chief or his or her designee in advance, and request authorization to leave home.

7. Officers using sick leave in excess of three (3) medically undocumented days in any one thirty (30) day period, or who 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 or on weekends), may be placed on a RESTRICTED LIST, and may be required to provide a physician's certificate, at the Officer's expense, on a form furnished by the Town of Norwood for each subsequent use of sick leave, including one-day absences. Once appointed to the RESTRICTED LIST, the Officer's name shall remain on the list for a period of three (3) months minimum from the last use of sick leave in excess of three (3) days within a thirty (30) day period, or from the most recent case of pattern abuse.

8. An Officer submitting a claim for sick leave based on a false statement or covering a period during which the Officer was not actually sick will be considered as having abused the sick leave privilege. An employee abusing sick leave may be subject to disciplinary action.

9. Effective January 1, 2021, the annual sick leave allotment shall be reduced from fifteen (15) to twelve and one-half (12.5) days.

10. Effective July 1, 2021, an amount equal to one week's pay shall be added to the base salaries in APPENDIX A.

11. Effective January 1, 2022, the annual sick leave allotment shall be reduced from twelve and one-half (12.5) to ten (10) days per year.

A. Sick Leave Bank

1. The Department will establish a Sick Bank Committee to consider officer requests for additional sick leave from officers who have exhausted all paid leave. The Sick Bank Committee shall be comprised of the Chief (or his or her designee), the president of the patrol officers' union (or his or her designee), and the president of the superior officers' union (or his or her designee).

2. Any sworn officer (of any rank) who is medically unable to work may submit a request for assistance to the Sick Bank Committee. To be eligible to request assistance, the officer must submit documentation from his or her treating physician certifying that the officer is medically unable to perform full or light duty. The Department will have the right to seek an independent medical evaluation of the employee's ability to work light duty if it so chooses, at the Department's expense. The decision of the independent medical evaluation shall be final as to the officer's eligibility to submit a request for assistance from the Sick Bank Committee.

3. The Sick Bank Committee shall meet each time a request for assistance is made. The Sick Bank Committee will consider requests for assistance based on the merits of each request, and will make decisions based on the specific request. In order to grant a request, the decision of the Sick Bank Committee must be unanimous in favor.

4. If the Sick Bank Committee unanimously votes to grant a request for sick leave, then a Sick Bank shall be established for the requesting officer. To replenish the sick bank, each sworn officer in the Department (of all ranks) will be requested to contribute one (1) sick day from his or her accumulated sick leave. The Town will contribute one day for any officer with no sick leave balance, and that officer will have his or her next year's sick leave allotment reduced by one day. The officer must have exhausted all accumulated paid leave (sick leave, vacation, etc.) prior to utilizing the Sick Bank.

5. Should the requesting officer recover fully or sufficiently to perform light duty prior to the exhaustion of the Sick Bank created for him/her, then any balance of days will be placed in a general Sick Bank, which can be used for future requests.

6. Should the officer not be recovered prior to the exhaustion of the Sick Bank, then the officer will be entitled to make a 2nd request for assistance, which will be considered by the Sick Bank Committee. If granted, the Sick Bank will be replenished pursuant to paragraph 4 above. No officer will be permitted to make a 3rd request for assistance from the Sick Bank Committee.

Section 2 Necessary Absence Leave, Funeral Leave and Personal Leave

1. Sick leave shall be deemed to include necessary absence on account of illness or non-service connected injury of the Officer or his/her immediate family; or other emergencies which, in the opinion of the Chief, justify the absence of the officer. In the case of immediate family, it shall include father, mother, children, spouse, brother, sister, grandmother, grandfather, aunts uncles, fathers and mothers in-law, brother and sisters in-law. Also, one day of sick leave shall be allowed for sons and daughters in-law.

2. Three (3) calendar days will be allowed for funeral leave for member of immediate family as defined in current sick leave policy except that in the case of spouse, child, parent or parent-in-law, five (5) calendar days are allowed. Saturdays, Sundays, and holidays, and days off are to be counted in the determination of number of days off as provided by this Section. Said days off will not be charged against accumulated sick leave, and will begin on the day of notification of death.

Each Officer with less than forty (40) days of accrued, unused sick leave will be allowed to use up to three (3) personal days per calendar year chargeable to accrued, unused sick leave, subject to the approval of the Chief of Police. Each Officer with forty (40) days or more of accrued, unused sick leave will be allowed to use up to five (5) personal days per calendar year chargeable to accrued, unused sick leave, subject to the approval of the Chief of Police.

Section 3 Delegates' Leave

Delegates chosen to attend police-related conventions shall be allowed two days off with pay.

Section 4 Sick Leave Buy Back

There shall be a Sick Leave buyback program as follows: A minimum of 100 days must be accumulated before this program takes effect. Each Officer, upon retirement, or on voluntary and honorable termination, shall be paid 25% of a day's pay accumulated above the 100 days.

Section 5 Parental Leave

Pursuant to the standards and conditions set forth in Chapter 149 section 105D, the Employer will grant parental leave for periods of up to three months.

Employees shall be granted twenty (20) days of paid parental leave following the birth or adoption of a child.

ARTICLE 7

LIFE AND HEALTH INSURANCE

Section 1 Life and Health Insurance

One half the amount of the premium shall be paid by the Employer for life insurance.

Effective July 1, 2009, the Town will offer employees health insurance through the Commonwealth's Group Insurance Commission pursuant to the terms of the Agreement between the Town and the Public Employee Committee dated October 8, 2009, and pursuant to the terms of any successor agreement thereto.

Section 2 Clothing Allowance

Each Officer shall annually receive an allowance of \$1,250 for uniforms and the cleaning thereof.

Each new member, upon appointment, shall be outfitted by the Town.

Any unused clothing allowance funds shall at the end of the fiscal year be turned back to the General Funds unless committed.

ARTICLE 8

PRIVATE DETAILS

Section 1 Private Details

(Includes outside private work and town detail work). All private detail work shall be assigned under the direction of the Chief as far as possible to the men willing to accept it. Officers will be paid hourly and at no time will an officer receive payment for a segment of an hour provided said officers work at least fifteen minutes into said hour.

Effective September 1, 2007, Officers will be paid hourly and at no time will an Officer receive payment for a segment of an hour unless said Officer works at least fifteen minutes into said hour. However, after four hours and fifteen minutes, an officer working a non-Town paid detail shall be paid a minimum of eight (8) hours.

After four hours and fifteen minutes, an officer working a Town paid detail shall be paid a minimum of six (6) hours. After six hours and fifteen minutes, an officer working a Town paid detail shall be paid a minimum of eight (8) hours. At the discretion of the Chief of Police, the eight- (8-) hour minimum may be waived on a case-by-case basis.

Section 2 Assignments

(Includes outside private work and town detail work). NO such assignments shall be made to Reserve officers unless no Regular Officer is available.

Section 3 Outside Details

- (a) Effective on July 1, 2020, or upon ratification and implementation of the Memorandum of Agreement, whichever is later, any member of the Superior Officers bargaining unit working any outside detail shall receive an hourly rate of time and one-half of a FY2023 Top-Step Patrolman with a BA Degree without any longevity.
- (b) MINIMUM - Any member of the Superior Officers bargaining unit working on outside detail shall, as a matter of guarantee, be compensated for a minimum of four (4) hours.

- (c) Officers assigned to work at liquor establishments shall be paid \$3.00 additional to the normal detail rate.
- (d) Officers assigned to work strike details (excluding informational picketing) shall be paid 1.5 times the normal detail rate.
- (e) Any non-town detail, which extends beyond eight (8) hours in duration, shall be compensated at 1.5 times the basic hourly detail rate for hours in excess of eight.
- (f) The rate for officers assigned details after 6:00 p.m. on Christmas Eve, and Christmas Day, and after 6:00 p.m. on New Year's Eve and New Year's Day, shall be computed at 1.5 times the basic detail rate.
- (g) When a bargaining unit employee is assigned by the Chief as Officer in Charge on a detail, he or she shall be paid 1.75 times his or her or her base pay rate. The Officer in Charge on a strike detail shall be paid 1.5 times the strike detail rate.
- (h) . *Reserved for future use.*
- (i) On non-Town details, the Contractor must give two hours' notice of cancellation to the Department, or pay officers scheduled for that detail for four hours.
- (j) For purposes of overtime and detail assignments, all sworn personnel of this Department shall, on January 1, 2004, be considered to have "zero" sick leave use and shall be exempt from the 32-hour disqualification period unless and until they shall have used three (3) sick days in any six-month period. After using three or more sick days in any six-month period, an officer shall again be subject to the 32-hour disqualification period until the officer shall have gone for six months without any sick time use, after which he or she shall again be qualified for the exemption. Individual officers are themselves responsible for complying with this rule, and any officer who improperly fails to disqualify him/herself will be subject to appropriate disciplinary action. The Chief may establish or authorize exemptions to this rule.
- (k) See attached Agreement dated October 22, 2001, for funding a private detail revolving account.
- (l) Officers working details shall be paid the highest single rate which applies to a given detail. Where more than one "additional" detail rate would apply to a given detail (i.e., liquor/strike/holiday/Officer in Charge, etc.), the Officer shall receive only the highest single rate which would apply.
- (m) Officers assigned to perform security details at a private employer where, in the sole opinion of the Chief of Police, a heightened risk of violence exists, shall be paid 1.5 times the basic detail rate.

Section 4 Posting of Detail

Detail and extra assignment records shall be made available to the Bargaining Committee upon request.

ARTICLE 9

WAGES

Section 1 Wages

1. Bargaining unit employees will be compensated in accordance with the wage scales attached to this Agreement at APPENDIX A, which reflect the following base wage increases:

Effective July 1, 2020	1%
Effective July 1, 2021	1%
Effective July 1, 2022	1%

2. Upon promotion, an employee will go to whatever step of the higher wage scale is sufficient to provide a 10% increase, assuming there is such a step. Employees hired prior to June 30, 1993, upon promotion shall receive either a ten-percent (10%) increase or placement at step four, whichever is greater.

3. Bargaining unit employees designated for training and assignment as Desk Officers shall receive an additional 5%.

Section 2 Longevity

Longevity shall be paid in the following manner:

Effective July 1, 2020:	3% differential will be added to base at beginning of officer's 15 th year
	5% differential will be added to base at beginning of officer's 20 th year
	6% differential will be added to base at beginning of officer's 25 th year
Effective July 1, 2021:	7% differential will be added to base at beginning of officer's 25 th year
Effective July 1, 2022:	8% differential will be added to base at beginning of officer's 25 th year

Section 3 Night Differential

There shall be a per week night differential of four-percent (4%) of base wages weekly for those superior officers regularly assigned who work between the hours of 4:00 p.m. and 12:00 a.m.

There shall be a per week night differential of five-percent (5%) of base wages weekly for those officers regularly assigned who work between the hours of 12 a.m. (midnight) to 8 a.m. Officers regularly assigned to work different shifts and/or overlapping shifts shall be paid the applicable night differential rate if any for each shift or portion thereof that they are assigned to on a pro-rata basis. Any officers who are regularly assigned to work on both day and night shifts shall be paid the night differential on a pro-rata basis.

To be regularly assigned to a shift, an officer must be regularly carried on the schedule for that shift.

This amount shall be paid in a lump sum semi-annually on the first pay period of the December and the first pay period of July.

Section 4 Accreditation

In recognition of the achievement of Accreditation from the Police Accreditation Commission of Massachusetts by the Norwood Police Department, and the role of the Union and Norwood Police Superior Officers in said achievement, the parties agree to apply the following wage increases to the base salaries in APPENDIX A for the term of the FY21-FY23 successor agreement, only:

Effective July 1, 2020	2%
Effective July 1, 2021	2%
Effective July 1, 2022	2%

It is expressly understood and agreed that if the Norwood Police Department ever loses its Accreditation from the Police Accreditation Commission of Massachusetts at any point during the term of the parties' collective bargaining agreement, from that date that the Norwood Police Department is notified that it has lost its Accreditation through the end of the remaining term of the parties' collective bargaining agreement, the Town shall no longer pay and officers in the

bargaining unit shall no longer be entitled to receive any subsequent base wage increases noted above.

ARTICLE 10

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.

Grievances shall be handled accordingly: Grievances shall be screened and all grievances must be approved by the Executive Board of the Union prior to first step filing. Grievances and remedies not approved by the Executive Board will not be submitted.

STEP 1: The Union Grievance Committee shall submit the grievance to the Chief in writing within fourteen calendar days of its occurrence or knowledge of its occurrence. The Chief has fourteen 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 Union Grievance Committee may submit the grievance to the General Manager. The Union Grievance Committee has fourteen (14) calendar days from the date of the Chief's Step 1 response (or from the date the Chief's Step 1 response is due if the Chief does not answer the grievance at Step 1) to submit the grievance to the General Manager. The General Manager has fourteen calendar days to act on same.

STEP 3: If the grievance is not settled in Step 2, or if no response is forthcoming within the time limits, the Union Grievance Committee may submit the grievance to the Board

of Selectmen. The Union Grievance Committee has fourteen (14) calendar days from the date of the General Manager's Step 2 response (or from the date the General Manager's Step 2 response is due if the General Manager does not answer the grievance at Step 2) to submit the grievance to the Board of Selectmen. The Board of Selectmen has fourteen calendar days to act on same.

STEP 4: If the grievance is not settled in Step 3, or if no response is forthcoming, the Union Grievance Committee or the Town may submit the grievance to final and binding arbitration before a three-person Board of Arbitration within twenty-one calendar days. Said Board shall be comprised as follows:

The Union Grievance Committee shall designate one (1) member; the Town shall designate one (1) member and those two (2) shall designate the third member. If the two fail to agree on the third member within fourteen (14) calendar days of their designation, then the third member shall be designated in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Town and the Union Grievance Committee shall each pay one-half (½) of the joint costs thereof.

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

E. In the event that the grievant can pursue relief through civil service or through the grievance procedure, the grievant shall elect either civil service or the grievance procedure at the outset.

ARTICLE 11

RIGHTS, PRIVILEGES AND BENEFITS

Section 1 Rights, Privileges and Benefits

All rights, privileges and benefits enjoyed by the employees or employer, which are not specifically provided for or abridged in this Agreement, shall continue and shall be entitled to the protections and provisions of the Grievance and Arbitration Procedure.

Section 2 Amendments

Proposed amendments to this Agreement shall be made in writing to each party concerned.

Action shall be taken upon said amendment within thirty (30) days, and any amendment once agreed upon by and between the parties hereto, shall be reduced to writing and duly executed by the authorized representative of both the Town and the IBPO, Local 438.

ARTICLE 12

LUNCH ALLOWANCE; LICENSE TO CARRY

Section 1 Lunch Allowance

In any emergency approved by the Chief of Police, the sum of \$7.00 will be allowed for lunch money after (4) hours of overtime worked with \$7.00 allowed for each additional four (4) hours worked thereafter.

Section 2 License to Carry

The Department shall pay the employee's fee for a Massachusetts License to Carry Firearm.

ARTICLE 13

BULLETIN BOARD

Section 1 Bulletin Board

A Bulletin Board shall be made available in a conspicuous place for posting of all information pertaining to members of the IBPO, Local 438, and all postings will be made only by the President of the IBPO, Local 438.

Section 2 Mail Box

Mail boxes in a conspicuous place shall be made available for use by all Officers of the Police Department.

ARTICLE 14
PAID HOLIDAYS

The following Holidays shall be paid Holidays for all of the Department represented by Local 438:

New Years Day	Bunker Hill Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Patriot's Day	Columbus Day	Memorial Day

Employees shall have the option to receive payment for all holidays as per the established practice or receive a time due day for said holiday. The time due day is time that has been awarded in lieu of payment for the holiday. The request for a time-due day is of a voluntary nature, and no employee shall be forced by the Department to accept a time-due day in lieu of payment. Granting of a time due day shall, however, be at the discretion of the Chief of Police.

Effective July 1, 2021, the Town will increase the number of holidays to thirteen (13), which thirteenth holiday will be observed on the day after Thanksgiving.

ARTICLE 15
WORK SCHEDULE

The regular work schedule of the Police Department shall be four (4) days on, two (2) days off. If call volume and workload allow for a meal break during a shift, an officer shall be entitled to a paid break of thirty minutes, during which time the officer must remain in radio contact with the Police Department, within the Town of Norwood, and available for calls.

The Chief shall have the power to assign the Lieutenants and Detective Sergeant to shifts other than the 4 and 2 above.

ARTICLE 16
EDUCATIONAL INCENTIVE

Section 1 Ed Incentive

Effective July 1, 2020, an officer who has a college degree in the degree fields listed below, and who has served one year following graduation from the police academy, shall have the following education incentive pay added to his or her or her base pay:

	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
<u>Sergeant</u>			
Bachelor degree	\$15,925	\$16,450	\$16,975
Master's degree	\$20,650	\$21,300	\$21,950
<u>Detective Sergeant</u>			
Bachelor degree	\$17,975	\$18,500	\$19,025
Master's degree	\$21,900	\$22,550	\$23,200
<u>Lieutenant & Command Lieutenant</u>			
Bachelor degree	\$22,100	\$22,625	\$23,150
Master's degree	\$27,600	\$28,250	\$28,900

Only officers who have degrees in the following fields will be eligible for education incentive pay:

Criminal Justice	Law Enforcement	Forensic Science
Criminal Justice Administration	Sociology	Public Administration
Criminology	Psychology	Political Science

In order to qualify, a degree must have been awarded by a college or university listed in the database of accredited postsecondary institutions and programs maintained by the U. S. Department of Education.

A Juris Doctor is also an eligible degree and shall be treated as a master's degree for the purposes of this agreement.

Education incentive pay shall be paid in each eligible officer's weekly pay, and each officer's base pay plus education incentive pay will be used to compute an officer's overtime rate.

Section 2 Other Stipends

- (a) 5% stipend for completing the FBI National Academy or obtaining a second master's degree in Public Administration or Business Administration, or a Juris Doctor
- (b) 2.5% stipend for completing two out of the following:

FBI LEEDS Program; PERF (Police Executive Research Forum); Command Development Course; Administrative Officers Course; Certificate in Public Administration; and other similar courses as approved by the Chief of Police
- (c) It is expressly understood that an officer can have only one of the stipends set forth in this Section 2.

ARTICLE 17

UNION DUES

Employees may tender monthly membership dues by signing the Authorization of Dues Form during the life of this agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of Employees who have had said dues deducted.

ARTICLE 18

STAFF MEETINGS

All superior officers, sergeants or above are required to participate in staff meetings not to exceed 12 hours a year. Staff meetings shall not be the source of additional compensation. Nothing herein shall preclude the Chief from requiring participation in staff meetings over and about the 12 hours cited above on a paid basis.

ARTICLE 19

ROLL CALL

All members of the Department are required to report five (5) minutes prior to their regular tour of duty in full uniform and ready for work. This should not be the source of additional compensation.

ARTICLE 20

LIGHT DUTY

Section 1 Light Duty

Whenever a police officer is incapacitated for duty because of injury sustained in the performance of duty without fault of his or her or her own, the officer shall be granted leave without loss of pay for the period of such incapacity provided, however, that no such leave shall be granted for any period after such police officer has been retired or pensioned or for any period after a physician designated by the appointing authority determines that such incapacity no longer exists, and provided further that such compensation shall be paid only to the extent required by Massachusetts General Laws, Chapter 41, section 111F, as amended from time to time.

Further, no such paid leave shall be continued beyond a total of ten (10) calendar days in the event the physician designated by the appointing authority determines that the police officer is capable of performing limited police duties on either a full time or less than full time basis subject only to the provision contained herein. The Chief shall determine whether a position is available which the police officer is capable of performing and may or may not assign him to fill the position. Assignments to limited duty tasks may be changed or terminated at the discretion of the Chief subject only to the provisions contained herein. The ten-calendar day periods referred to in this paragraph include all time due to an injury or any recurrence of the same injury, whether or not continuous.

Light or limited duty tasks shall include:

1. Dispatching

2. Teletype operation
3. Training
4. General clerical work
5. Crime Prevention (e.g., citizen's assistance and operation ID)
6. Assist in property and evidence room 22
7. Suicide Prevention Watch
8. Computer Operation
9. Supervision (applicable to supervisors only)
10. Other limited or light duty tasks agreed upon by the Chief and the Union.

Most limited or light duty tasks will normally be in-house duties. The Chief will make reasonable efforts whenever possible to make assignments of light duty to the same shift as the officer is currently assigned. Limited duty assignments, however, will not normally be made to the midnight shift except for officers currently assigned to that shift.

If the police officer is determined by the physician designated by the appointing authority to be capable of returning to limited or light duty and is assigned to same and the officer does not report for same and has not filed a timely appeal hereunder, his or her pay shall be discontinued and the officer shall be subject to disciplinary action.

Section 2 Appeal Process

In the event the individual officer's personal physician disagrees with the decision made by the physician designated by the appointing authority and believes that the officer is not capable of returning to limited duty, the officer shall cause his or her physician to confer with the physician designated by the appointing authority within ten (10) calendar days of the decision by the physician designated by the appointing authority.

An officer assigned to light duty notwithstanding the continuing disagreement of his or her personal physician after said conferral with the physician designated by the appointing authority shall have the right, within fourteen (14) calendar days after said conference, to appeal to a third physician designated by the two conferring doctors. During the pendency of this appeal, the officer shall comply with the regulation and order upheld in Atterbury v. Police Commissioner of Boston, 392 Mass. 550 (1984), as set forth in the Chiefs memorandum dated

February 10, 1986. The third physician shall render his/her decision within seven (7) calendar days or as soon as practical thereafter. The decision of the third physician shall be final and binding as to whether the officer is medically capable of being assigned to limited or light duty at that time.

If the officer is determined by the third physician to be capable of returning to limited or light duty and he or she is assigned to same and does not report for same, his or her pay shall be discontinued and the officer shall be subject to disciplinary action. Nothing herein, however, shall prevent the Chief from having the officer subsequently reexamined at reasonable intervals, normally not less than fourteen calendar days, to see if the officer has sufficiently recovered to commence light duty. The cost of the appeal procedure, namely payment of the third physician, shall be paid for by the Town.

Nothing herein shall preclude any injured member from seeking retirement nor shall anything herein preclude the Town of Norwood from involuntarily retiring members. Further, nothing herein shall preclude an injured officer from seeking and obtaining treatment for said injury from a physician of his or her choice. Nothing herein shall require or preclude the Chief from, or limit his or her discretion regarding the granting or denying of a request from an officer out on sick leave to work on limited or light duty; however, such assignments shall not be made involuntarily.

It is understood that assignments to light duty are temporary in nature and shall not extend beyond the period of disability.

ARTICLE 21

NO STRIKE

The Union agrees that it will not engage in, condone, induce, encourage, or otherwise support any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the Town, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

The Union agrees that neither the Union nor any of its Union officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however, established, and withholding of overtime services, including upon termination of this Agreement.

The Union agrees further that should any employee, or group of employees covered by this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such officer or group of officers to terminate such job action.

Violations of Article 7 (sick leave usage as a sick out under this Article) or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement.

The Town may, in addition to the remedies under Chapter 150E of the General Laws, file independently an action in the appropriate court to enforce this Article

ARTICLE 22

PERFORMANCE EVALUATION

Employees covered by this agreement shall be subject to being evaluated under the Department's Performance Evaluation Policy.

ARTICLE 23

DRUG & ALCOHOL TESTING

All members of the bargaining unit shall be subject to the Norwood Police Department Drug & Alcohol Testing Policy, attached to this Agreement as APPENDIX B.

ARTICLE 24

DURATION OF THE AGREEMENT

The duration of this contract shall be from July 1, 2020, through June 30, 2023.

Notification of proposed collective bargaining for each subsequent year's contract must be received at the General Manager's Office by January 15, 2023.


This contract is subject to ratification by the Board of Selectmen and the Union Membership and subject to funding by Town Meeting in each year of the contract.

ARTICLE 25
PAY PRACTICES

All Employees will be paid via Direct Deposit into an account of the employee's choosing at an institution of the employee's choosing. After providing the Union and members of the bargaining unit with at least 90 days' notice, the Town may institute a bi-weekly payroll for all members of the bargaining unit for all monies earned in the prior two-week pay period. Employees will not be subjected to a three-week period without a paycheck as a result of this change

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 41st day of June, 2020.

TOWN OF NORWOOD

By: 

Anthony Mazzucco, General Manager
Antonio

NORWOOD POLICE SUPERIOR
OFFICERS' UNION,
IBPO, LOCAL 438

By: 

Christopher Padden, President

TOWN OF NORWOOD
Police Supervisors
(Wage Schedules – FY2020-FY2022)

PF2 Sgt	FY 21 BASE HRLY (w 1% COLA)	FY 21			
		FY 21 2 % Accred	FY 21 15 + yrs =3%	FY 21 20 + yrs =5%	FY 21 25 + yrs =6%
STEP 01	\$ 37.4048	\$ 0.7481	\$ 1.1221	\$ 1.8702	\$ 2.2443
STEP 02	\$ 38.1529	\$ 0.7631	\$ 1.1446	\$ 1.9076	\$ 2.2892
STEP 03	\$ 38.9159	\$ 0.7783	\$ 1.1675	\$ 1.9458	\$ 2.3350
STEP 04	\$ 39.6942	\$ 0.7939	\$ 1.1908	\$ 1.9847	\$ 2.3817
STEP 05	\$ 41.2814	\$ 0.8256	\$ 1.2384	\$ 2.0641	\$ 2.4769
Education	FY 20 Annual	FY 21 Annual	FY21 Hrly		
Bachelor	\$ 16,200	\$ 16,725	\$ 8.0409		
Master's	\$ 21,000	\$ 21,650	\$ 10.4087		

PF3 DS	FY 21 BASE HRLY (w 1% COLA)	FY 21			
		FY 21 2 % Accred	FY 21 15 + yrs =3%	FY 21 20 + yrs =5%	FY 21 25 + yrs =6%
STEP 01	\$ 40.7712	\$ 0.8154	\$ 1.2231	\$ 2.0386	\$ 2.4463
STEP 02	\$ 41.5866	\$ 0.8317	\$ 1.2476	\$ 2.0793	\$ 2.4952
STEP 03	\$ 42.4184	\$ 0.8484	\$ 1.2726	\$ 2.1209	\$ 2.5451
STEP 04	\$ 43.2667	\$ 0.8653	\$ 1.2980	\$ 2.1633	\$ 2.5960
STEP 05	\$ 44.9967	\$ 0.8999	\$ 1.3499	\$ 2.2498	\$ 2.6998
Education	FY 20 Annual	FY 21 Annual	FY21 Hrly		
Bachelor	\$ 18,350	\$ 18,875	\$ 9.0745		
Master's	\$ 22,350	\$ 23,000	\$ 11.0577		

PF5 Lt & LCDR	FY 21 BASE HRLY (w 1% COLA)	FY 21			
		FY 21 2 % Accred	FY 21 15 + yrs =3%	FY 21 20 + yrs =5%	FY 21 25 + yrs =6%
STEP 01	\$ 44.0140	\$ 0.8803	\$ 1.3204	\$ 2.2007	\$ 2.6408
STEP 02	\$ 45.7745	\$ 0.9155	\$ 1.3732	\$ 2.2887	\$ 2.7465
STEP 03	\$ 47.6055	\$ 0.9521	\$ 1.4282	\$ 2.3803	\$ 2.8563
STEP 04	\$ 49.5098	\$ 0.9902	\$ 1.4853	\$ 2.4755	\$ 2.9706
STEP 05	\$ 53.1214	\$ 1.0624	\$ 1.5936	\$ 2.6561	\$ 3.1873
Education	FY 20 Annual	FY 21 Annual	FY21 Hrly		
Bachelor	\$ 21,575	\$ 22,100	\$ 10.6250		
Master's	\$ 26,950	\$ 27,600	\$ 13.2692		

FY 2021 Additions	
COLA	1%
Accreditation	2%
Longevity	
15+ years	3%
20+ years	5%
25+ years	6%
Education	
Bachelor	\$525
Master's	\$650

APPENDIX A



Commonwealth of Massachusetts

GENERAL MANAGER
Tony Mazzucco

**ASSISTANT
GENERAL MANAGER**
Bernard Cooper

June 2, 2020

Christopher Padden
President
Norwood Superior Officers' Union

Re: Continued Negotiation over Wage Schedules for Fiscal Years 2022 and 2023

Dear Lt. Padden,

I am writing in follow-up to the recent discussions between the Town of Norwood (the "Town") and the Norwood Superior Officer's (the "Union") regarding issues relating to the integration of the FY21-23 Collective Bargaining Agreement (CBA) and the wage scales to be appended to the CBA. It is my understanding that the Union is in agreement with the Town on the FY21-23 Collective Bargaining Agreement with the exception of the FY22 and FY23 wage scales. Because of the Town's new software/payroll system, the calculation of these wage scales has proven to be more difficult to calculate than in years past.

Based on the discussion that took place via GoToMeeting videoconference with Human Resources Director Molly Kean, Police Chief William Brooks, Labor Counsel Corey Higgins, Union counsel Bryan Decker, yourself, and Officer Kevin Grosso, on June 1, 2020, it is my understand the Town and the Union agreed to proceed with finalizing the integrated CBA and the wage scale for Fiscal Year 2021. The parties' agreement for Fiscal Year 2022 and Fiscal Year 2023 are codified in the fully executed memorandum of agreement. The parties agree to continue to work to calculate the wage scales for Fiscal Year 2022 and Fiscal Year 2023 over the course of Fiscal Year 2021.

I sincerely appreciate your patience as we navigate this new system. Please sign the bottom of this letter and return to the Human Resources Office by this Friday, June 5, 2020 if the Union confirms the terms of this side letter agreement.

If you have any questions, please let me know.

Sincerely,

Tony Mazzucco
General Manager

cc: Molly Kean, Director of Human Resources



Commonwealth of Massachusetts

GENERAL MANAGER
Tony Mazzucco

**ASSISTANT
GENERAL MANAGER**
Bernard Cooper

William Brooks, Chief of Police
Corey Higgins, Esq., Labor Counsel

Town of Norwood

Tony Mazzucco
General Manager

Date: 06/03/2020

Norwood Police Union

Christopher Padden
President, Norwood Superiors' Union

Date: 6/3/20



DRUG AND ALCOHOL TESTING

POLICY & PROCEDURE NO. 4.35	ISSUE DATE: July 1, 2014
	EFFECTIVE DATE: January 1, 2014
MASSACHUSETTS POLICE ACCREDITATION STANDARDS REFERENCED:	REVISION DATE: 11/28/17

BACKGROUND:

To ensure a safe, healthful and productive work environment, to protect the health and welfare of the citizens of the Town of Norwood, and to assure compliance with the Federal Drug-Free Workplace Act of 1988, the Department has adopted this policy to safeguard against drug and alcohol abuse by personnel. These procedures provide the Department with reasonable measures to ensure that drug and/or alcohol use do not jeopardize the public or the Department's ability to serve its citizens. All further references herein to "drugs" shall refer to controlled substances.

The Department will not tolerate any drug or alcohol use which could affect an officer's job performance. The public has a right to expect that personnel will carry out their duties in a safe and reliable manner, free from the effects of drug or alcohol use. This policy replaces any and all earlier policies or procedures on drug testing. All further references herein to "employees" apply to sworn police officers of all ranks.

POLICY:

Employees shall not engage in the illegal use, sale or possession of controlled substances. Employees who are under the influence of drugs or alcohol, either on the job or when reporting for work, have the potential for interfering with their own, as well as co-worker's, safe and efficient job performance.

The Town of Norwood has in place an Employee Assistance Program (EAP) and advises employees that they may consult with the EAP regarding any potential substance-related issues. The EAP is confidential, and the providers who work under that program are prepared to assist employees and will not provide confidential treatment/medical information to the Town.

PROCEDURES:

A superior officer designated by the Chief of Police shall serve as the Drug and Alcohol Testing Supervisor and shall be responsible for maintaining the Department's records pertaining to drug and alcohol testing. An annual report summarizing any collected data will be prepared and submitted to the Chief of Police.

Criteria for Drug Testing:

1. **Probationary Employees.** Employees may be tested periodically during the probationary period with or without reasonable suspicion at such times as may be determined by the Chief of Police.
2. **Absence from Duty.** An employee who is absent from duty for more than six months on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence will be tested once within the first fourteen (14) calendar days after his/her return to duty.
3. **Serious Incidents.** An officer involved in a shooting will be tested. Officers involved in an incident that results in the death or serious injury of another person, or an officer involved in a motor vehicle accident where the officer is at fault, may be tested upon an order by the Chief of Police or the officer in command of the incident investigation.
4. **Reasonable Suspicion.** An employee may be tested if there is reasonable suspicion that the employee is or has been unlawfully using or in possession of a drug, or is or has been under the influence of an alcoholic beverage while on duty. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs or alcohol so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information or objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, degree of corroboration, results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion. The method of testing will be determined based upon the type of controlled substance the employee is suspected of using.
5. **Random Testing.** Twenty percent (25%) of the Department's employees will be subject to random, unannounced testing for illegal drugs annually. The Department will disclose to the employees the random testing mechanism used by its contracted vendor. Testing will be conducted during an employee's regularly scheduled shift whenever possible. Employees will not be tested more than twice in a calendar year.
6. **Follow-up Testing.** Employees referred by the Department to treatment, and who undergo any form of treatment for substance abuse, will be subject to unannounced testing for a period of three (3) years following a

return to full duty. Follow-up testing will be limited to three (3) tests per year, and the cost of the follow-up testing will be borne by the Town.

Testing Procedures:

1. The Town of Norwood will contract with a drug testing laboratory that abides by the standards set by the U.S. Substance Abuse and Mental Health Services Administration (SAMSHA).
2. Alcohol Testing. The Department reserves the right to test for on duty alcohol use.
3. Drug Screening. Drug tests will consist of screening for up to five drugs or classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP) and amphetamines.
4. The employee to be tested will report at the designated time and location.
5. Urine samples, or blood samples will be taken from an employee and be secured by the physician or laboratory.
6. At the time of the test, the testing facility will split the employee's urine or blood sample for "split testing". In the event the initial test is positive, and the employee wishes to appeal, he/she will make that known to the Chief of Police in writing. The cost of the second confirmatory test will be borne on by the Department.
7. The employee to be tested will be interviewed to establish the use of any drugs being taken under medical supervision.
8. Test results will be made available to the employee as soon as they are made known to the Department.
9. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

Prohibited Conduct:

1. Unlawful possession of any controlled substance.
2. Unlawful use of any controlled substance.
3. Drinking alcoholic beverages or having the odor of an alcoholic beverage on one's breath while on duty or in uniform, or being in possession of alcoholic beverages on duty except while in the performance of official duties.
4. Refusal to comply with the requirements of this policy.
5. Failure to notify the Department of any criminal charge or conviction under any drug or alcohol statute.

6. Failure to adhere to the terms of any rehabilitation agreement.

Refusal to Submit to a Test:

An employee shall be considered to have refused to submit to a test under this policy when he/she:

1. Fails to provide adequate breath for alcohol testing without a valid medical explanation.
2. Fails to provide an adequate urine or blood sample for a controlled substance test without a valid medical explanation.
3. Fails to proceed to the testing/collection site immediately after being informed of the requirement to be tested or leaves the site before the test is complete.
4. Fails to follow the instructions of the collector/tester or complete the documents necessary to complete the test.

Violations of Policy:

An employee who refuses to submit to a test, tests positive for a controlled substance, or has a breath test that reveals that he/she had a Blood Alcohol Concentration of 0.02 or greater while on duty, has violated this policy and shall be subject to the following discipline:

1. Employees who test positive for drugs as defined in Section 3 of Testing Procedures, or alcohol will be placed on paid administrative leave during the period of any re-test.
2. Employees who have tested positive for unlawful drugs will be subject to disciplinary action up to and including termination.
3. Employees who test positive for alcohol while on duty shall, for a first offense, be relieved from duty and required to see a Substance Abuse Professional (SAP). The employee shall comply with all recommendations and complete all programs (inpatient, outpatient, counseling), and must provide documentation of satisfactory completion of the program to the department.
4. Employees will be placed on non-occupational sick leave or accrued leave, or if neither is available on leave without pay during the treatment period.
5. Before an employee may return to duty, the employee must undergo a return to duty test.
6. Refusal to submit to a drug or alcohol test will result in disciplinary action up to and including termination.

7. In the event of any subsequent violation of this policy the employee shall be terminated.

APPENDIX C

MEMORANDUM OF AGREEMENT between the TOWN OF NORWOOD and NORWOOD SUPERIOR OFFICERS' UNION

MEMORANDUM OF AGREEMENT #3
Between the
TOWN OF NORWOOD
and
NORWOOD SUPERIOR OFFICERS' UNION

December 19, 2019

The Negotiating Committee of the Town of Norwood ("the Town") and the Negotiating Team of the Norwood Superior Officers' Union ("the Union"), both acting subject to the ratification of this Memorandum of Agreement by their full memberships, to whom both the Negotiating Subcommittee and the Negotiating Team agree to recommend acceptance, and subject to appropriation and funding by Town Meeting, hereby mutually agree to the following terms and conditions of settlement for a successor Collective Bargaining Agreement that will be in effect from July 1, 2020 to June 30, 2023.

1. All terms and provisions of the predecessor Collective Bargaining Agreement, which is effective from July 1, 2017 to June 30, 2020, shall, except to the extent modified by this Memorandum of Agreement, be carried over intact into the successor Collective Bargaining Agreement. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Collective Bargaining Agreement unless otherwise provided for in this Memorandum of Agreement.
2. Unless otherwise specified herein, all modifications in this Memorandum of Agreement will take effect as of July 1, 2020. Subject to this Memorandum of Agreement, any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require the modification of existing contract language shall be incorporated into the new successor Collective Bargaining Agreement.

3. Preamble –

Delete the following sentence at the end of the section:

"The term "he" and "his" as used in this Agreement shall mean all employees covered by this Agreement whether they be male or female."

And replace with gender neutral terms throughout the entire Agreement.

4. ARTICLE I, Sec. 1

Add the following sentence after first sentence:

"The Chief of Police, Deputy Chief of Police, Patrol Officers, managerial, confidential and all other Town employees are excluded from the unit."

5. ARTICLE I, Sec. 2 – Union Rights

Amend Section 2 to state as follows:

"It is understood that the bargaining unit employees shall have and be protected in the rights recognized by c.150E, including the right to participate in all lawful activities, or to refrain from the same."

6. ARTICLE II – Management Rights

Replace current Article II with the following:

The Town shall not be limited in any way in the exercise of the functions of municipal management or government, and the Town shall have retained and reserved unto itself, and may exercise without bargaining with the Union, unless otherwise noted, all the powers, authority and prerogatives of municipal management or government including, but not limited to, the following:

- the right to operate, manage and control the police department and its activities;
- the right to direct and control the work of its employees and the use of its properties, facilities and equipment;
- the right to establish, change or discontinue duties;
- the right to require such standards of performance as it may deem appropriate;
- the right to evaluate all employees, including the establishment of the evaluation instrument, the frequency of evaluations and conducting of evaluations subject to impact bargaining;
- the right to determine the assignment of duties and work assignments, including the change of duties and work assignments from time to time, and the scheduling and enforcement of working hours all consistent with the function of a police officer;
- the right to assign employees to duties and tasks from time to time generally consistent with the function of a police officer;
- the right to assign shifts and to change the shift assignments from time to time (subject to shift bidding by seniority);

- the right to create and change shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts subject to impact bargaining;
- the right to interpret job descriptions and to establish new job descriptions, abolish, and change job descriptions, subject to impact bargaining;
- the right to increase, diminish, change or discontinue operations in whole or in part.
- the right to determine the level of services to be provided;
- the right to determine the professional standards for on-duty appearance of employees;
- the right to determine the location, organization, number and training of personnel.
- the right to maintain discipline, order and efficiency;
- the right to determine fitness standards;
- the right to determine methods and procedures and to direct employees;
- the right to obtain from any source and to contract and subcontract for materials, supplies and equipment;
- the right to promote employees, including the determination of qualifications and requirements for the position or promotion, and to determine the necessity for filling a vacancy;
- the right to select and hire employees;
- the right to discharge, suspend, reprimand, impose punishment duty or otherwise discipline employees (and in the case of permanent employees who have successfully completed their probationary period, subject to just cause);
- the right to lay off employees for lack of work or funds;
- the right to assign and require reasonable overtime work;
- the right to promulgate and enforce all reasonable rules relating to policies, procedures and operations, safety measures;
- the right to allocate, schedule, and grant all leaves, including sick leave and administrative leave;
- the right to relieve officers from duty due to incapacity to perform duties or for any lawful reason;
- the right to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be called in where there is an identifiable reason for a specific employee;
- the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing, Article XXII, and the Drug & Alcohol Testing Policy set forth in Appendix B;

- the right to determine the style, color, items and standards of the uniform, if any, worn or used by employees. A wholesale change to the uniform will be subject to impact bargaining;
- the right to determine the care, maintenance and operation of the equipment and property used for and on behalf of the Town;
- the right to operate and direct the affairs of the Town in all of its various aspects;
- the right to determine employee classifications subject to other articles in the CBA;
- the right to determine the assignment of work sites including the change of work sites from time to time;
- and the right generally to control and supervise the Department's operations and affairs;

And the Town will have the right to invoke these rights as the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly abridged by a specific provision of this Agreement.

(a) During a bona fide public safety emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provision of this Agreement.

(b) Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the grievance provision of this Agreement.

(c) The Town reserves the exclusive right to determine all cases of promotion, classification, assignment, or transfer of any employee or employees.

(d) The Union specifically agrees that the exercise of the rights under this Article and the effect of such exercise on either the employees or Union shall not be subject to any further bargaining during the term of the Agreement unless otherwise noted. The Union also agrees that the exercise of the above rights and its effect on employees is not subject to the grievance or arbitration provisions of this contract unless it is alleged that such action by management violates a specific Article or Section of this Agreement.

7. ARTICLE III, Sec. 1. – Retention of Civil Service Rights

Delete “13 and” before “31”.

Delete “s” in the word “Chapters” so that the word is revised to be “Chapter”.

8. ARTICLE III, Secs. 2 and 3 – Vacancies – Superior Officers

Eliminate Section 2. Re-number remaining sections.

Renumber and revise Section 3 to state as follows:

“Section 2 – Vacancies – Superior Officer’s Rank

As far as possible, the Department shall continue to anticipate and plan for filling vacancies and shall endeavor to have a promotion list available. The Department shall continue to make promotions as soon as practicable after a vacancy occurs, *subject to funding.*”

9. ARTICLE V, New Sec. 3

Add a new Section 3 that states that “An officer who works a full eight- (8-) hour overtime shift on the Fourth of July, Thanksgiving or Christmas shall be paid twice his or her regular hourly rate of pay (double time).”

10. ARTICLE V, NEW Sec. 4

“An officer who works more than sixteen (16) hours straight (not including hours spent working any detail) shall be paid double time for all hours over sixteen (16), and shall be given his/her next shift off without loss of pay if he or she works more than eighteen (18) hours straight, unless such officer’s next shift is more than ten (10) hours after the prolonged shift (i.e., the shift during which the officer worked beyond eighteen (18) hours) ends in which case this provision shall not apply. .”

11. ARTICLE VI, Sec. 1 – Vacations

Add language at the end of the first paragraph that states, “At twenty-five (25) years, one (1) additional vacation day per year for five (5) years for a total accumulation of six (6) weeks at thirty (30) years.”

12. ARTICLE VII, Sec. 2 – Necessary Absence and Funeral Leave

Delete last single-sentence paragraph from Article VII, Section 2 and replace it with the following:

"Each Officer with less than forty (40) days of accrued, unused sick leave will be allowed to use up to three (3) personal days per calendar year chargeable to accrued, unused sick leave, subject to the approval of the Chief of Police. Each Officer with forty (40) days or more of accrued, unused sick leave will be allowed to use up to five (5) personal days per calendar year chargeable to accrued, unused sick leave, subject to the approval of the Chief of Police."

13. ARTICLE VII, New Sec. 6 – "Parental Leave"

Add new paragraph Sec. 6:

"Employees shall be granted twenty (20) days of paid parental leave following the birth or adoption of a child."

14. ARTICLE VII, Sec. 1 – Sick Leave

Add the following at the end of section 1:

"Effective January 1, 2021, the annual sick leave allotment shall be reduced from fifteen (15) to twelve and one-half (12.5) days.

"Effective July 1, 2021, an amount equal to one week's pay shall be added to the base salaries in Appendix A.

"Effective January 1, 2022, the annual sick leave allotment shall be reduced from twelve and one-half (12.5) to ten (10) days per year."

Add new subsection A. to Section 1 entitled, "Sick Leave Bank" that states as follows:

"A. Sick Leave Bank

The Department will establish a Sick Bank Committee to consider officer requests for additional sick leave from officers who have exhausted all paid leave. The Sick Bank Committee shall be comprised of the Chief (or his or her designee), the president of the patrol officers' union (or his or her designee), and the president of the superior officers' union (or his or her designee).

Any sworn officer (of any rank) who is medically unable to work may submit a request for assistance to the Sick Bank Committee. To be eligible to request assistance, the officer must submit documentation from his or her treating physician certifying that the officer is medically unable to perform full or light duty. The Department will have the right to seek an independent medical evaluation of the employee's ability to work light duty if it so chooses, at the Department's expense. The decision of the independent medical evaluation shall be final as to the officer's eligibility to submit a request for assistance from the Sick Bank Committee.

The Sick Bank Committee will meet each time a request for assistance is made. The Sick Bank Committee will consider requests for assistance based on the merits of each request, and will make decisions based on the specific request. In order to grant a request, the decision of the Sick Bank Committee must be unanimous in favor.

If the Sick Bank Committee unanimously votes to grant a request for sick leave, then a Sick Bank shall be established for the requesting officer. To replenish the sick bank, each sworn officer in the department (of all ranks) will be required to contribute one (1) sick day from his or her accumulated sick leave. The Town will contribute one day for any officer with no sick leave balance, and that officer will have his or her next year's sick leave allotment reduced by one day. The officer must have exhausted all accumulated paid leave (sick leave, vacation, etc.) prior to utilizing the Sick Bank.

Should the requesting officer recover fully or sufficiently to perform light duty prior to the exhaustion of the Sick Bank created for him/her, then any balance of days will be placed in a general Sick Bank, which can be used for future requests.

Should the officer not be recovered prior to the exhaustion of the Sick Bank, then the officer will be entitled to make a 2nd request for assistance, which will be considered by the Sick Bank Committee. If granted, the Sick Bank will be replenished pursuant to paragraph 4 above. No officer will be permitted to make a 3rd request for assistance from the Sick Bank Committee."

15. ARTICLE IX (Paid Details), Sec. 1 – Private Details

Add the following at the end of first paragraph:

"After four hours and fifteen minutes, an officer working a Town paid detail shall be paid a minimum of six (6) hours. After six hours and fifteen minutes an officer working a Town paid detail shall be paid a minimum of eight (8) hours. At the discretion of the Chief of Police, the eight- (8-) hour minimum may be waived on a case-by-case basis."

16. ARTICLE IX (Paid Details), Sec. 3 –Outside Details

Edit Section 3 as follows:

1. Delete existing subsection a.) and replace with the following:
 - a) Effective on July 1, 2020 or upon the ratification and implementation of the Memorandum of Agreement, whichever is later, any member of the Norwood Police Department working any outside detail shall receive an hourly rate of time and one half of a FY2023 Top-Step Patrolman with BA Degree without any longevity.

ADD NEW subsection m) that states as follows:

“m) Officers assigned to perform security details at a private employer where, in the sole opinion of the Chief of Police, a heightened risk of violence exists, shall be paid 1.5 times the basic detail rate.”

As a housekeeping item, delete “hour’s” and replace with “hours” such that subsection i) is revised to state as follows:

“i) On non - Town details, the Contractor must give two hours’ notice of cancellation to the Department or Pay Officers scheduled for that detail for four hours.”

17.ARTICLE X, Sec. 2 – Longevity

Amend Article X, Section 2 to state as of July 1 2020 as follows:

“Longevity shall be paid in the following manner:

3% differential will be added to base at the beginning of the officer’s fifteenth (15th) year

5% differential will be added to base at the beginning of the officer’s twentieth (20th) year

6% differential will be added to base at the beginning of the officer’s twenty-fifth (25th) year

As of July 1, 2021, the differential for the twenty-fifth year will increase to 7%

As of July 1, 2022, the differential for the twenty-fifth year will increase to 8%”

Notwithstanding the above-noted amendment to Article X, Section 2, the parties agree that Lt. Michael Benedetti shall be grandfathered until June 30, 2023 such that, in addition to receiving the 6% 25th-year longevity differential on July 1, 2020 (which differential shall increase to 7% on July 1, 2021 and 8% on July 1, 2022), he shall also continue to receive the \$1,000.00 flat rate stipend that he had received pursuant to the language in Article X, Section 2 in effect through June 30, 2020.

18.ARTICLE X, Sec. 4 – Senior Supervisor

Delete Senior Supervisor Section as it will be encompassed in Article X, Sec. 2

19.ARTICLE X, Sec. 4 – Accreditation (NEW SECTION)

In recognition of the achievement of Accreditation from the Police Accreditation Commission of Massachusetts by the Norwood Police Department, and the role of the Union and Norwood Superior Officers in said achievement, the parties agree to apply the following wage increases to the base salaries in Appendix A for the term of the FY21-FY23 successor agreement only:

Effective July 1, 2020 – 2%

Effective July 1, 2021 – 2%

Effective July 1, 2022 – 2%

It is expressly understood and agreed that if the Norwood Police Department ever loses its Accreditation from the Police Accreditation Commission of Massachusetts at any point during the term of the parties' collective bargaining agreement, from that date that the Norwood Police Department is notified that it has lost its Accreditation through the end of the remaining term of the parties' collective bargaining agreement, the Town shall no longer pay and officers in the bargaining unit shall no longer be entitled to receive any subsequent base wage increases noted above.

20. ARTICLE XI – GRIEVANCE AND ARBITRATION PROCEDURE

Amend Step 2 and Step 3 to state as follows:

“Step 2: If the grievance is not settled in Step 1, or if no response is forthcoming within the time limits, the Union Grievance Committee may submit the grievance to the General Manager. The Union Grievance Committee has fourteen (14) calendar days from the date of the Chief's Step 1 response (or from the date the Chief's Step 1 response is due if the Chief does not answer the grievance at Step 1) to submit the grievance to the General Manager. The General Manager has fourteen calendar days to act on same.

Step 3: If the grievance is not settled in Step 2, or if no response is forthcoming within the time limits, the Union grievance Committee may submit the grievance to the Board of Selectmen. The Union Grievance Committee has fourteen (14) calendar days from the date of the General Manager's Step 2 response (or from the date the General Manager's Step 2 response is due if the General Manager does not answer the grievance at Step 2) to submit the grievance to the Board of Selectmen. The Board of Selectmen has fourteen calendar days to act on same.”

21. ARTICLE XV – Holidays

Effective July 1, 2021, the Town agrees to increase the number of holidays to 13, which thirteenth holiday shall be observed on the day after Thanksgiving.

22. ARTICLE XVII – Education Incentive

Article XVII Education: Eliminate the Associates education level and increase the Bachelors each year of the contract by \$525, and Masters each year of the contract by \$650.

23. Article XVII, New Sec. 2 – Other Stipends

Amend Article XVII, by designating Education Incentive section as Section 1 and by adding new Section 2 – Other Stipends that provides for the following stipends:

a) 5% Stipend for completing the FBI National Academy or obtaining a second master's in Public Administration or Business Administration, or a Juris Doctor

b) 2.5% Stipend for completing 2 out of the following:

FBI Leads, PERF, Command Development Course, Administrative Officers Course, Certificate in Public Administration, and other similar courses as approved by the Chief of Police.

c) It is expressly understood that an officer can only have one of the stipends set forth in this Section 2.

24. Article XVIII, Sec. 1 – Union Dues

Change "shall" to "may" in first line.

25. Article XVIII, Sec. 2 – Agency Fees

Delete Section.

26. Article XXII – No Strike

Replace current language with the following:

The Union agrees that it will not engage in, condone, induce, encourage, or otherwise support any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the Town, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

The Union agrees that neither the Union nor any of its Union officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however, established, and withholding of overtime services, including upon termination of this Agreement.

The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith,

and take all reasonable means to induce such officer or group of officers to terminate such job action.

Violations of Article VII (sick leave usage as a sick out under this Article) or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement.

The Town may, in addition to the remedies under Chapter 150E of the General Laws, file independently an action in the appropriate court to enforce this Article.

27. Article XXV, Sec. 1 – Duration of the Agreement

Amend to reflect July 1, 2020 through June 30, 2023 duration.

28. Appendix A – Wages

Apply the following base wage increases to the base salaries in Appendix A:

Effective July 1, 2020 – 1%

Effective July 1, 2021 – 1%


Effective July 1, 2022 – 1%

29. NEW ARTICLE XXVI– PAY PRACTICES


All employees will be paid via Direct Deposit into an account of the employee's choosing at an institution of the employee's choosing. 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 for all monies earned in the prior two-week pay period. Employees will not be subjected to a three-week period without a paycheck as a result of this change.

WHEREFORE, intending to be bound, the parties have executed this Agreement this

19th day of December, 2019.



Anthony Mazzucco, General Manager
For the Town of Norwood



Chris Padden, President
For the Norwood Superior Officers' Union

MEMORANDUM OF AGREEMENT
Between the
TOWN OF NORWOOD
and
NORWOOD SUPERIOR OFFICERS' UNION
IBPO, Local 438

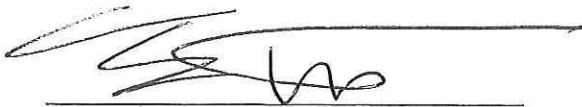
OCTOBER 1, 2021

The Negotiating Subcommittee of the Town of Norwood ("the Town") and the Negotiating Team of the Norwood Superior Officers' Union ("the Union"), both acting subject to the ratification of this Memorandum of Agreement by their full memberships, to whom both the Negotiating Subcommittee and the Negotiating Team agree to recommend acceptance, and subject to funding by Town Meeting, hereby mutually agree to the following terms and conditions of settlement for a successor Collective Bargaining Agreement that will be in effect from July 1, 2023 to June 30, 2024.

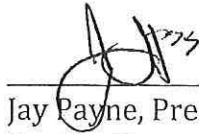
1. All terms and provisions of the predecessor Collective Bargaining Agreement, which is effective from July 1, 2020 to June 30, 2023, shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this Agreement.
2. Unless otherwise specified herein, all modifications will take effect as of the effective date of the successor agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require the modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.
3. Effective 7/1/23 apply 1 % wage increase to the base salaries in Appendix A
4. Effective 7/1/23 apply 2% wage increase to the base salaries in Appendix A for continued Accreditation (contingent on NPD continuing to be accredited in FY24).
5. Effective 7/1/23 Increase each step of Education pay as follows - \$525 Bachelors and \$650 Masters.

6. Agreement for Body Worn Camera implementation process. The Union shall submit to a policy approval process that will allow the Department to apply for a grant to fund the purchase of body worn cameras. In addition, the Union will agree and cooperate to a trial period to test the implementation of body worn cameras. The Department will solicit volunteers to participate in the trial and officers who volunteer during the trial period will be compensated at the rate of one hour of comp time per shift wearing a camera. This clause shall not preclude the Union from seeking to impact bargain the actual full-time implementation of body worn cameras, including seeking compensation, and the Town acknowledges that it will notify the Union of any intention to implement full-time implementation of body worn cameras and will offer to bargain with the Union regarding said impact.
7. Effective January 1st 2022, reduce paid parental leave from twenty (20) days to ten (10) days; in exchange all officers will be entitled to use 2 of current 5 personal days without having those days charged against their sick leave accrual and not dependent upon how many sick days an officer has in their sick bank. Amend the language in the contract to reflect that officers are no longer getting the five personal days from sick leave to reflect this change.
8. Effective on Ratification, amend Detail section to provide Chief with discretion on case-by-case basis (as exists currently with liquor details) to amend detail minimums (i.e., allowing for 6 hour details).
9. Effective on Ratification, amend court time compensation to provide a court stipend equal to four hours of the officer's overtime rate for attending court. If an officer is required to stay at court for more than four hours, she or he will be compensated at their overtime rate for all time over four hours (paid in increments in line with current practice).
10. Effective January 1, 2024 the detail rate shall be adjusted to the 2024 top step patrol with a BA degree time and a half rate.
11. Add Juneteenth as a holiday to Article 15 of the current contract.

WHEREFORE, intending to be bound, the parties have executed this Agreement this 15th day of October, 2021.




Anthony Mazzucco, General Manager
For the Town of Norwood

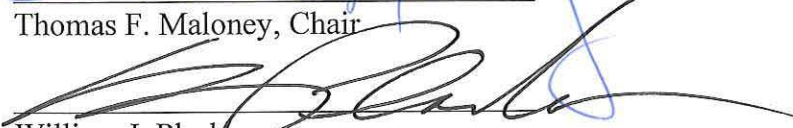



Jay Payne, President
For the Norwood Superior Officers' Union

RATIFIED:

TOWN OF NORWOOD
BOARD OF SELECTMEN


Thomas F. Maloney, Chair


William J. Plasko


Helen Abdallah Donohue


Matthew E. Lane

Date: 10/1/2021