



TOWN OF WAKEFIELD

CLERICAL AGREEMENT

BETWEEN

TOWN OF WAKEFIELD

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO,
STATE COUNCIL 93**

JULY 1, 2021 - JUNE 30, 2024

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CLERICAL AGREEMENT
BETWEEN
THE TOWN OF WAKEFIELD

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE
COUNCIL 93**

PREAMBLE

WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO State Council 93, hereinafter called the Union, is the exclusive representative of certain clerical employees of the Town of Wakefield, hereinafter called the Town; and WHEREAS, the parties hereto desire to establish and maintain harmonious relations and a state of mutual understanding and cooperation between them, NOW, THEREFORE, in consideration of their mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1
RECOGNITION

1.1 The Town hereby recognizes the Union as the exclusive representative of all full time and permanent part time clerical employees employed by the Town of Wakefield, excluding all Departments Heads, the Legal Secretary to the Town Counsel and the Executive Secretary to the Town Administrator of the Town Council.

It is understood that since the Union is the exclusive representative with respect to conditions of employment, the Union shall be given reasonable notice and an adequate opportunity to bargain over contemplated changes in working conditions. The Town will not be arbitrary in making any such changes.

The Town will not discriminate against any employee on the basis of race, religion, color, national origin, sex, age, disability or Union activities. The parties agree that all provisions of this Agreement shall conform to the Americans with Disabilities Act. Pursuant to proposed EEOC regulations, Section 1630.2(n)(3), "the terms of the collective bargaining agreement" shall be relevant to determining the essential functions of a job position. In addition, pursuant to EEOC regulations Section 1630.12(d), the terms of the collective bargaining agreement may be relevant to determining whether a reasonable accommodation would pose an undue hardship on the operation of the Employer.

The parties agree to address the issues raised by the Americans with Disabilities Act on an as-needed basis and as the EEOC and/or the MCAD issue appropriate regulations regarding handicap discrimination.

ARTICLE 2
UNION SECURITY

2.1 The Town agrees to deduct one initiation fee and to deduct union dues once each month from the pay of each employee who executes or has executed an appropriate form of authorization of check off and to remit monthly the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.

2.2 It is understood that it is the responsibility of the Union to provide the check off forms and to have them executed by any employee.

2.3 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful Union activities.

2.4 Upon compliance by the Union with the necessary statutory requirements, the Town will require as a condition of employment, the payment of an agency service fee in the same amount as Union dues by any employee who is not a member of the Union on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is the later. The Town agrees that upon appropriate written authorization executed by such employee it will deduct the agency service fee once each month from the pay of the employee and will remit monthly the aggregate amount of such deductions to the same officer of the Union as is designated under Section 2.1. Any such authorization for the deduction of an agency service fee may be withdrawn by the employee by giving not less than 60 days written notice to the Town and by filing a copy thereof with the Union.

2.5 The Union agrees to hold the Town harmless for action taken by the Town pursuant to Section 2.4.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 The Town reserves and retains all rights and authority not expressly and specifically abridged by the specific provisions of this Agreement.

ARTICLE 4
GRIEVANCE PROCEDURE

4.1 Only matters involving the discharge or discipline of employees or involving the questions whether the Town is complying with its express obligations under this Agreement shall constitute grievances under this Article.

The first 6 months of employment shall be a probationary period during which there shall be no right to grieve concerning the discharge or discipline of an employee. Grievances shall be submitted in writing and shall be processed in the following manner:

Between the Union Steward, with or without the aggrieved employee, and the Executive Secretary of the Town Council or their designated representative within 14 calendar days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. If the grievance is not settled within 14 calendar days the grievance may be referred to arbitration as provided in section 4.3, within 30 calendar days of the expiration of the 14 calendar days.

4.2 The time limits set forth herein may be extended in any particular case by the written agreement of the parties. The Union Steward may be accompanied at any step of the grievance procedure by a representative of the Union who is not an employee.

4.3 Grievances not settled in the steps of the grievance procedure may be referred to an arbitrator or an arbitration tribunal agreed upon by the parties. The word "arbitrator" as used in this Article shall be construed to include any arbitration/tribunal. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association under its procedures; the fees and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expenses of its own representatives and witnesses.

4.4 The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold ex parte hearings. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law. The arbitrator shall submit their decision in writing.

4.5 Union Stewards will be given reasonable time off to investigate grievances.

4.6 The standard of discipline and discharge shall be just cause. To the extent permitted by law the grievance and arbitration provisions of this Agreement shall be the exclusive method of resolution of disputes involving discipline and discharge. Notice of any discharge or suspension shall be sent to the Union Steward within five (5) calendar days.

ARTICLE 5 **NO STRIKES OR STOPPAGES**

5.1 The Union agrees that neither it nor any of its officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work by the employees it represents.

5.2 The Town may terminate the employment of, or otherwise discipline, any employee who engages in any strike, slowdown or stoppage of work.

5.3 The Town agrees that the Union shall not be liable for any violation of Section 5.1 which the Union has not instigated, authorized, sanctioned or ratified and the Union agrees that in the event of any violation of Section 5.1 it will in good faith try to bring such violation to an end as soon as possible.

ARTICLE 6
STABILITY OF AGREEMENT

6.1 No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

6.2 The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

6.3 The Classification and Compensation Plans and The Town of Wakefield Employment Manual dated January 1, 2019 are hereby incorporated by reference and made a part of this Agreement, limited, however, to the extent that the provisions of said Town of Wakefield Employment Manual are applicable to the employees for whom the Union is recognized as the exclusive representative under Article 1 of this Agreement.

6.4 The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Department. In the event any mandatory statute(s) relating to members of the Clerical Union provides or sets forth benefits or terms in excess of or more advantageous to the employees than the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous to the employees than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail to the extent permitted by law.

6.5 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 7
SENIORITY

7.1 The length of continuous service including temporary service of an employee in the bargaining unit shall determine seniority.

7.2 In the case of promotion, transfer and assignment of shifts where the qualifications, experience and ability are approximately equal, seniority shall be the determining factor whether inside the department or not. An employee about to be laid off will be offered a job by the Employer in an equal or lower classification if there is an employee with less length of service in such equal or lower classification on a job which the employee is qualified to do. Recall will be in the reverse order of layoff provided the employee is qualified to do the job. "Department" refers to the departments listed in

Appendix B Classification Plan.

7.3 An employee who accepts a job in a lower classification in lieu of layoff will be restored to their regular job classification before new employees are hired in such regular job classification.

7.4 Employee shall have recall rights for a period of 2 years from the date of layoff. An employee will lose all recall rights if they refuse an offer to return to their regular position or a position which is at the same pay level as their regular position. An employee recalled from a layoff will have their seniority restored as of the date of layoff and will have full benefits restored based on said seniority date, subject to any applicable laws.

7.5 Part-time and seasonal employees shall be laid off before permanent part-time and full-time employees as long as the remaining employees are qualified to do the work.

7.6 Job vacancies within the bargaining unit which the Town proposes to fill shall be open for a period of ten (10) calendar days with notification via email to the clerical union members covered by this Agreement. All openings shall include the classification title, compensation grade and any special qualifications or requirements. If the position is filled, the Town will notify the other applicants within fourteen (14) calendar days who was awarded the job.

7.7 When a position becomes vacant the Union shall be kept informed as to the Town's intention with respect to filling such vacancy and the approximate date of position if it is decided to fill the vacancy.

7.8 The Town shall provide a seniority list to the Union annually by June, or by request.

7.9 Should the Town need temporary clerical work done for a particular project, it will offer such temporary work to employees on the recall list.

ARTICLE 8
HOURS OF WORK

8.1 The normal work week shall consist of 35 hours between the posted hours of the Town Hall. Actual schedules will be set at the discretion of the department head based on the needs of the department.

8.2 Effective 7/1/2018. An employee shall receive straight time for all hours worked up to and including 35 hours per week and shall be compensated at one and one-half (1 ½) times their regular rate for all hours worked on Saturday or Sunday or over 35 hours, provided the employee has been in full pay status during the 5 consecutively assigned work days in the same work week prior to working on Saturday or Sunday or has actually worked in excess of 35 hours in the work week (holidays and vacation days shall be included as full pay status days).

8.3 An employee who has a reasonable excuse for not working a particular overtime assignment will not be required to work such overtime assignment and the failure to have worked the overtime will not prejudice the right of the employees to future overtime.

8.4 The policy of equitable distribution of overtime work in each job classification within divisions will be followed to the extent practicable.

8.5 Where overtime on work within the bargaining unit is available the policy of giving preference to employees within the bargaining unit will be followed to the extent practicable. This does not preclude union employees from employing non-union temporary employees for assistance.

8.6 A rest period not to exceed 15 minutes will be allowed in each half of the work day.

8.7 In the case of an emergency where Town Hall is closed, any clerical employee who is requested by their Department Head to respond to such emergency shall be paid Emergency Pay. Emergency Pay is calculated as regular time for their regularly scheduled hours plus straight time for each hour worked within Town Hall during the closure. For example: All employees are notified that Town Hall will be closed due to a snow emergency. Your regularly scheduled day is 7.5 hours. Your Department Head has requested you come into the office for emergency coverage and you work 3 hours. You will be paid a total of 10.5 hours for that day at your regular hourly rate.

8.8 Hours worked over 35 hours per work week shall be compensable when initiated and approved by the employee's supervisor. An employee who works more than 35 hours but less than 40 hours in a work week shall have the option to take time off in lieu of other compensation at the rate of one and one-half (1 ½) hours off for each overtime hour worked. Compensatory time off is to be taken at a time approved by the employee's supervisor. Compensatory time off shall not be carried over from one fiscal year to another, and any compensatory time remaining at the end of the fiscal year shall be paid out with the department head's approval. An employee who works in excess of 40 hours in the work week shall be paid overtime at one and one half (1 ½) times their regular hourly wage and shall not be eligible for compensatory time.

8.9 Exempt, non-exempt, full-time and part-time positions are as defined in the Town of Wakefield Employment Manual as of January 1, 2019.

ARTICLE 9
PAID HOLIDAYS

9.1 The following days shall be recognized as paid legal holidays under this Agreement:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Wednesday before Thanksgiving – 12pm close
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Labor Day	

9.2 Each employee (excluding seasonal or temporary employees) shall be entitled to receive a day's pay for each of the above designated holidays without having worked on such holiday, provided the employee shall have worked prior to their last regularly scheduled working day and prior to their next regularly scheduled working day following such holiday, or was in full pay status on such preceding and following days. Part-time employees will receive pro-rated holiday pay based on their established day rate as specified upon hire.

9.3 An employee eligible for holiday pay who performs work on one of the designated holidays shall be paid at one and one-half (1 1/2) times their regular hourly rate for hours worked on such holiday in addition to their holiday pay.

9.4 Whenever one of the designated holidays set forth in Section 1 hereof falls on a Sunday, the following day shall be the legal holiday. Whenever the holiday falls on a Saturday the Town shall have the option of paying holiday pay to the employee for said day or declaring the nearest work day as such holiday.

ARTICLE 10
VACATIONS

10.1 Employees in full-time employment shall accrue up to two weeks of vacation with pay in the first calendar year beginning on their dates of hire. Time shall be accrued at 0.833 days per month, regardless of their start date.

Employees in full-time employment shall accrue two weeks of vacation with pay beginning their second calendar year.

Employees in full-time employment with five years of service shall accrue three weeks of vacation with pay in their anniversary year and beginning each January 1 thereafter.

Employees in full-time employment with ten years of service shall accrue four weeks of vacation with pay in their anniversary year and beginning each January 1 thereafter.

Employees in full-time employment with twenty years of service shall accrue five weeks of vacation with pay in their anniversary year and beginning each January 1 thereafter.

All requests for vacation must be approved by an employee's department head to ensure sufficient coverage within each department or office.

Employees are allowed to carry over a maximum of two weeks' vacation from one calendar year to another. Vacation in excess of two weeks may be carried over only with the approval of the department head and under unusual circumstances. Any carry-over vacation time in excess of two weeks must be used during the year to which it was carried, or the employee loses that time.

Part-time employees will receive pro-rated vacation pay based on their established day rate as specified upon hire.

10.2 If applicable in times of unusual circumstances, the Department Head may request of the Town Administrator the ability of the employee to buy back one (1) week of vacation time.

10.3 Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made in an amount equal to the vacation allowance as earned and accrued but which had not been granted.

10.4 Employees who are eligible for vacation under this Agreement and whose services are terminated by dismissal through no fault or delinquency of their own, by retirement, or by entrance into the armed forces or resignation, shall be paid an amount equal to the vacation allowance as earned and accrued prior to such dismissal, retirement, or entrance into the armed forces or resignation.

10.5 Employees hired prior to July 1, 2015 accrue vacation in the year prior to award on January 1, therefore, time accrued, but not yet awarded is due for the weeks worked in the calendar year of separation. For example: an employee separates on July 1. That employee is due credit for accruals for weeks worked January 1 through June 30. Employees hired after July 1, 2015 accrue vacation as they work, without waiting period, so no prior credit is due.

10.6 Absences on account of sickness in excess of that authorized under this Agreement or for personal reasons not provided for under sick leave may, at the discretion of the Department Head, be charged to vacation leave if requested by the employee.

10.7 An employee shall not be charged a day of vacation if while on vacation leave a designated holiday falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, Friday.

10.8 Accruals will automatically carry over up to two weeks vacation. Vacation in excess of two weeks may be carried over only with the approval of the department head and under unusual circumstances. Any carry-over vacation time in excess of two weeks must be used during the year to which it was carried, or the employee loses that time.

ARTICLE 11 **SICK LEAVE**

11.1 Employees in full-time employment shall accrue up to 10 days of sick leave with pay in the first calendar year beginning on their dates of hire. Time shall be accrued at 0.833 days per month, regardless of their start dates.

Employees in full-time employment shall accrue 10 days of sick leave with pay beginning each January 1 thereafter, up to a maximum of 150 days.

If any sick benefit within in the Employment Manual exceeds the above sick leave, the Employment Manual prevails.

11.2 An employee suffering from a disability resulting from alcoholism or drug addiction shall be

eligible for sick leave provided they are participating in an approved rehabilitation program and complying with its requirements. This shall not affect the right of the department to impose discipline for reporting for work or otherwise violating department rules under the influence of alcohol or drugs.

11.3 In the event an employee who is eligible to receive compensation under the provisions of this Article is eligible to receive Worker's Compensation payments, compensation granted under the provisions of this Article shall be limited to the difference between the amount paid in Worker's Compensation and the employee's regular rate. An employee who is absent from work for not more than five (5) days due to a service connected injury or illness will have any sick days granted during such period restored upon returning to work so long as the illness or injury required medical attention and appropriate medical certification is submitted to the Town.

11.4 In case of pregnancy, the employee giving birth shall be given the option of (a) taking sick leave up to a maximum of 12 weeks, or (b) taking an unpaid leave of absence for a period of up to 12 weeks. An employee with less than 12 weeks sick leave or who chooses to use less than 12 weeks sick leave may take an unpaid leave of absence for the remainder of the pregnancy leave up to 12 weeks. Such pregnancy leave shall relate to the expected date of delivery. Upon the expiration of maternity leave, the employee, who gives written notice to the Personnel Administrator that they intend to return to their position, shall, if they so desire, be granted unpaid leave of absence for a period up to 90 days.

11.5 Upon the expiration of maternity/paternity leave, an employee, who gives written notice to Human Resources that they intend to return to their position, shall, if they so desire, be granted an unpaid leave of absence for a period up to 90 days.

11.6 Refer to The Town of Wakefield Employment Manual, Section 2, Family and Medical Leave Act.

ARTICLE 12 **REPORTING PAY**

12.1 An employee who reports for work in accordance with their schedule and who has not previously been notified not to report for work shall be guaranteed pay for their regularly scheduled hours at their regular hourly rate.

12.2 An employee who has left work after completing their work for the day and who is then notified to return to work and does so shall be guaranteed a minimum of 3 hours work or 3 hours pay. This guarantee shall be at the rate of time and one-half if an employee is called back to work after having completed their regular shift.

ARTICLE 13 **BEREAVEMENT LEAVE**

13.1 Emergency leave of up to five days with pay may be allowed for death of an employee's parent, spouse, domestic partner, child, or any other person residing in the employee's household at the time of

death. Emergency leave of up to four days with pay may be allowed for the death of an employee's grandparent, grandchild, brother, sister, mother-in-law, father-in-law, first cousin, or stepchild. Reasonable time off with pay, up to a maximum of one day, shall be granted to an employee to attend the funeral of a nephew, niece, aunt, uncle, brother-in-law, or sister-in-law.

13.2 Up to two (2) days shall be allowed for death of an employee's daughter-in-law, son-in-law or the parent of the employee's child(ren).

ARTICLE 14

JURY DUTY

14.1 Refer to The Town of Wakefield Employment Manual, Section 2, Jury Duty.

An employee required to serve on the jury shall be paid the difference between compensation received from jury duty and regular compensation rates paid the employees by the Town, except as otherwise required by law.

ARTICLE 15

MILITARY LEAVE

15.1 Refer to The Town of Wakefield Employment Manual, Section 2, Military Leave and Training.

ARTICLE 16

COURT LEAVE

16.1 An employee shall be paid the difference between compensation received as a witness and regular compensation rates paid the employee by the town for up to 3 days attendance as a witness required by subpoena before the town for up to 3 days attendance as a witness required by subpoena before a court or administrative tribunal. This shall not apply where the employee is a party to the litigation except in a work related case where the employee and the Town have a community of interest.

ARTICLE 17

WAGE AND CLASSIFICATION PLAN

17.1 Hourly rates of pay shall be increased according to the following schedule:

Effective July 1, 2021	3.0% Cost of Living adjustment
Effective July 1, 2022	2.50% Cost of Living adjustment
Effective July 1, 2023	2.5% Cost of Living adjustment

17.2 In the application of the bi-weekly Salary Schedule an employee at minimum will be eligible on July 1 and January 1 to receive the increment between minimum and the next step, provided they have been at minimum for a period of not less than 6 months. An employee above minimum will be eligible on July 1 and January 1 for the increment to the next step, provided they have been at their existing step for a period of not less than 12 months.

All employees eligible for an increase under the Salary Schedule shall be reviewed for consideration of such increase on the basis of merit and if any employee is denied the increase, the reasons for such denial shall be made available to the employee and the Union and such denial shall be subject to the provision of the grievance procedure. An employee denied an increase under this provision as of July 1, shall be reviewed again for such increase as of January 1.

17.3 An employee assigned to and working out of grade in another position in the bargaining unit will be paid in their step in the higher position's grade. An employee assigned to and working in a position outside of the bargaining unit for more than two weeks, with authority, and who performs substantially all of the functions of the position will be paid in their step in the next higher grade. An employee officially assigned to perform all duties of an employee in a higher pay classification who is temporarily absent for a period of five (5) days (including holidays) or more will receive the rate of the higher pay classification retroactive to the first day with a minimum increase in the amount of \$8.

17.4 **Permanent Reclassification.** When a new position is created or there is a substantive change in the duties of a position after the date of execution of the current collective bargaining agreement or memorandum thereto, either party may request a job analysis of the position classification through the respective Department Head outlining in writing the currently described duties and changes. The Department Head will complete the job analysis within 30 days of such written request and provide written notice to both parties. Either party may within 10 business days of receipt of the written analysis request a meeting to discuss the position. Such meeting shall be convened within 30 days of the request. The Town of Wakefield shall include the Department Head (or designee) and the Human Resources Manager at this meeting. The Union shall include the president (or designee) and the affected employee(s). The Department Head will then issue a written report of the outcome of the meeting within 10 days (unless an extension is mutually agreed upon). The written recommendation shall be delivered to the Town Administrator and Union President. The Town Administrator shall act upon the recommendation within 14 days within receipt of the same. If the request is not handled satisfactorily, the Union may file a grievance in accordance with the grievance procedure in Article 4 of this Agreement.

ARTICLE 18

EMPLOYEE TELEWORK POLICY

18.1 Refer to Appendix D, Employee Telework Policy.

ARTICLE 19
MISCELLANEOUS

19.1 Refer to The Town of Wakefield Employment Manual, Section 2, Personal Days.

19.2 Vacancies of nonunion administrative and clerical positions and any such newly created positions shall be posted and the members of the bargaining unit shall have the right to apply. All postings shall include the classification title, compensation grade, and any special qualifications or requirements provided that, where applicable, experience shall be substituted for education requirements wherever practicable.

19.3 An employee receiving a promotion to a vacant position or to a new position shall, upon assignment resulting from such promotion, receive the rate in the compensation grade of the vacant or new position next above the existing rate, at a minimum increase of 3%. The employee may, upon recommendation of the Department Head and approval of the Town Administrator at the time of promotion, be advanced to the second step above the employee's existing rate. The next increment for which such promoted employee shall be eligible will be on January 1 or July 1 following 6 months of service at the rate effective at the time of promotion.

19.4 Reasonable time off to attend negotiating meetings will be granted.

19.5 The Parties agree to re-open the contract to discuss wages only if any other bargaining unit in the Town, excluding any bargaining unit not under the control of the Town Counsel, receives a higher negotiated cost of living increase during the term of this Agreement, excluding arbitration awards.

19.6 The parties agree to establish a Labor Management Committee to discuss issues of mutual interests, as needed. (Examples of topics: Establishing a Sick Leave Bank, Training opportunities, grading of positions, etc.). The Committee shall consist of two representatives of the Union and two representatives of the Town

ARTICLE 20
EMPLOYEE GROUP HEALTH INSURANCE

20.1 Employees Health Insurance Benefits shall be in accordance with the Public Employee Committee Agreement (Appendix E).

20.2 Any changes to Health Insurance Benefits shall be negotiated pursuant to M.G.L. c. 32B, or any other applicable state law.

ARTICLE 21
LONGEVITY

21.1 Longevity rolled into base pay effective July 1, 2018.

ARTICLE 22
EMPLOYEE FILES

- 22.1 No material relating to an employee's conduct service, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material and also to acknowledge in writing that they have read it.
- 22.2 The employee shall have the right to answer any material filed and to include the answer within the file.
- 22.3 Refer to The Town of Wakefield Employment Manual, Section 1, Personnel Files.
- 22.4 An employee may have information removed from their file by use of the grievance procedure, on the grounds that information in their file is improper, incorrect, or irrelevant to the employment relationship.
- 22.5 The Town shall not reveal information in an employee's file without the employee's consent except to the extent relevant for the use of the management of the Town or in connection with Town business or when the Town is ordered to release such information by order of court or subpoena.

ARTICLE 23
SPECIAL COURSES

- 23.1 Special courses may be taken at the request of the Town and will be paid for by the Town.

ARTICLE 24
DRUG POLICY

- 24.1 Each employee may be required to submit to a drug screening test annually.
- 24.2 A drug and/or alcohol screening test may be conducted of any employee involved in an accident during work hours while operating a town vehicle and of any employee returning to work following a rehabilitative leave related to drug or alcohol abuse.
- 24.3 A drug and/or alcohol screening test may be required of an employee based on the reasonable suspicion that the employee has been drinking or is intoxicated on the job or has been using illegal drugs.
- 24.4 All screening tests called for under this Article will be conducted by a clinic or other authorized contractor who is qualified to perform such tests.
- 24.5 This Policy shall not be used to harass employees.

ARTICLE 25
DURATION OF AGREEMENT

25.1 This agreement shall take effect as of July 1, 2021 and shall remain in full force and effect until and including June 30, 2024 and shall then terminate unless extended by agreement of the parties.

This Agreement is subject to the following:

- A. Ratification by both the Town and the Union; and,
- B. An appropriation, pursuant to M.G.L. c. 150E, § 7(b), by Town Meeting of sufficient funds to fund the cost increases.

TOWN OF WAKEFIELD

BY Town Council

DATE: _____

AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO, STATE COUNCIL⁹³

DATE: _____

APPENDIX B
CLASSIFICATION PLAN

Job Class Description	Location Description
C-9 OFFICE ADMINISTRATOR/2012	ACCOUNTING DEPARTMENT
C-9 OFFICE ADMINISTRATOR/2012	BUILDING DEPARTMENT
C-9 PRINCIPAL OFFICE ASST/2020	BOARD OF HEALTH
C-9 OFFICE ADMINISTRATOR/2012	TREASURERS
C-8 PRINCIPAL OFFICE ASST/2012	ACCOUNTING DEPARTMENT
C-8 PRINCIPAL OFFICE ASST/2015	ASSESSORS DEPARTMENT
C-8 PRINCIPAL OFFICE ASST/2012	DPW ADMINISTRATION
C-8 PRINCIPAL OFFICE ASST/2015	FIRE
C-8 PRINCIPAL OFFICE ASST/2015	POLICE
C-8 PRINCIPAL OFFICE ASST/2012	TAX COLLECTORS DEPARTMENT
C-8 PRINCIPAL OFFICE ASST/2012	TOWN CLERK DEPARTMENT
C-7 SENIOR OFFICE ASST WATER/2012	DPW WATER
C-7 SENIOR OFFICE ASST WATER/2019	DPW WATER
C-7 SENIOR OFFICE ASST/2012	TAX COLLECTORS DEPARTMENT
C-7 SENIOR OFFICE ASST/2012	TOWN CLERK DEPARTMENT
C-7 SENIOR OFFICE ASST/2012	TREASURERS
C-7 OFFICE ASSISTANT/2012	ACCOUNTING DEPARTMENT
C-7 OFFICE ASSISTANT/2021	COUNCIL ON AGING
C-6 OFFICE ASSISTANT/2012 - PT	COUNCIL ON AGING
C-6 OFFICE ASSISTANT/2012	DPW HIGHWAY
C-6 OFFICE ASSISTANT/2012	ENGINEERING
C-6 OFFICE ASSISTANT/2012	RECREATION DEPARTMENT
C-6 OFFICE ASSISTANT/2012	FLOATER/TOWN ADMINISTRATOR
C-5 TOWN HALL GREETER/2021 – PT	ADMINISTRATION
C-5 TOWN HALL GREETER/2021 - PT	ADMINISTRATION

APPENDIX C
SALARY SCALES

July 1, 2020 - December 31, 2020

CLERICAL UNION C-SCALE
70 HOURS BI-WEEKLY
1.50%

*Add New Step, 1.5%, as of 7/1/20

		MIN	II	III	IV	V	VI	VII	VIII
C-6	BIWEEKLY	1,657.18	1,715.06	1,782.70	1,835.90	1,890.28	1,918.30	1,947.08	1,976.28
	HOURLY	23,674.0	24,500.9	25,467.1	26,227.2	27,004.1	27,404.3	27,815.4	28,232.6
C-7	BIWEEKLY	1,798.82	1,869.53	1,940.39	1,998.32	2,057.59	2,088.11	2,119.44	2,151.23
	HOURLY	25,697.4	26,707.6	27,719.8	28,547.4	29,394.1	29,830.2	30,277.7	30,731.8
C-8	BIWEEKLY	1,924.31	1,996.91	2,139.84	2,203.88	2,269.31	2,303.01	2,337.56	2,372.62
	HOURLY	27,490.2	28,527.3	30,569.2	31,484.0	32,418.7	32,900.1	33,393.6	33,894.6
C-9	BIWEEKLY	2,095.45	2,174.65	2,330.39	2,400.21	2,471.56	2,508.29	2,545.92	2,584.11
	HOURLY	29,935.0	31,066.4	33,291.2	34,288.7	35,308.0	35,832.8	36,370.3	36,915.8

January 1, 2021 - June 30, 2021

CLERICAL UNION C-SCALE
70 HOURS BI-WEEKLY
1.50%

		MIN	II	III	IV	V	VI	VII	VIII
C-6	BIWEEKLY	1,682.04	1,740.79	1,809.44	1,863.44	1,918.64	1,947.08	1,976.28	2,005.93
	HOURLY	24,029.1	24,868.4	25,849.1	26,620.6	27,409.1	27,815.4	28,232.6	28,656.1
C-7	BIWEEKLY	1,825.80	1,897.58	1,969.49	2,028.29	2,088.45	2,119.44	2,151.23	2,183.50
	HOURLY	26,082.9	27,108.2	28,135.6	28,975.6	29,835.0	30,277.7	30,731.8	31,192.8
C-8	BIWEEKLY	1,953.18	2,026.86	2,171.94	2,236.94	2,303.35	2,337.56	2,372.62	2,408.21
	HOURLY	27,902.5	28,955.2	31,027.7	31,956.3	32,905.0	33,393.6	33,894.6	34,403.0
C-9	BIWEEKLY	2,126.88	2,207.27	2,365.34	2,436.21	2,508.63	2,545.92	2,584.11	2,622.87
	HOURLY	30,384.0	31,532.4	33,790.6	34,803.0	35,837.6	36,370.3	36,915.8	37,469.5

July 1, 2021 - June 30, 2022

CLERICAL UNION C-SCALE
70 HOURS BI-WEEKLY
3.00%

		MIN	II	III	IV	V	VI	VII	VIII
C-5	HOURLY	20.60	20.91	21.22	21.54	21.86	22.19	22.52	22.86
	BIWEEKLY	1,442.00	1,463.63	1,485.58	1,507.87	1,530.49	1,553.44	1,576.75	1,600.40
	ANNUAL	37,492.00	38,054.38	38,625.20	39,204.57	39,792.64	40,389.53	40,995.37	41,610.31
	% INCREASE BETWEEN STEPS		1.5	1.5	1.5	1.5	1.5	1.5	1.5
C-6	HOURLY	24.75	25.62	26.63	27.42	28.24	28.65	29.08	29.52
	BIWEEKLY	1,732.50	1,793.40	1,864.10	1,919.40	1,976.80	2,005.50	2,035.60	2,066.40
	ANNUAL	45,044.92	46,628.40	48,466.60	49,904.40	51,396.80	52,143.00	52,925.60	53,726.40
	% INCREASE BETWEEN STEPS	16.8	3.4	3.8	2.9	2.9	1.4	1.5	1.5
C-7	HOURLY	26.87	27.92	28.98	29.84	30.73	31.19	31.65	32.13
	BIWEEKLY	1,880.57	1,954.50	2,028.58	2,089.14	2,151.10	2,183.02	2,215.76	2,249.00
	ANNUAL	48,894.94	50,817.08	52,743.05	54,317.68	55,928.72	56,758.50	57,609.87	58,474.02
	% INCREASE BETWEEN STEPS	7.9	3.8	3.7	2.9	2.9	1.5	1.5	1.5
C-8	HOURLY	28.74	29.82	31.96	32.91	33.89	34.40	34.91	35.44
	BIWEEKLY	2,011.77	2,087.67	2,237.10	2,304.05	2,372.45	2,407.68	2,443.80	2,480.45
	ANNUAL	52,306.11	54,279.35	58,164.51	59,905.22	61,683.63	62,599.73	63,538.73	64,491.81
	% INCREASE BETWEEN STEPS	6.5	3.6	6.7	2.9	2.9	1.5	1.5	1.5
C-9	HOURLY	31.30	32.48	34.81	35.85	36.92	37.47	38.03	38.60
	BIWEEKLY	2,191.00	2,273.60	2,435.70	2,509.50	2,584.40	2,622.90	2,662.10	2,702.00
	ANNUAL	56,966.00	59,113.60	63,354.20	65,247.00	67,194.40	68,195.40	69,214.60	70,252.00
	% INCREASE BETWEEN STEPS	8.2	3.6	6.7	2.9	2.9	1.5	1.5	1.5

July 1, 2022 - June 30, 2023

CLERICAL UNION C-SCALE
70 HOURS BI-WEEKLY
2.5%

		MIN	II	III	IV	V	VI	VII	VIII	ADD
		DROP	MIN	II	III	IV	V	VI	VII	VIII
C-5	HOURLY	21.12	21.43	21.75	22.08	22.41	22.75	23.09	23.43	23.79
	BIWEEKLY	1,478.05	1,500.22	1,522.72	1,545.56	1,568.75	1,592.28	1,616.16	1,640.41	1,665.01
	ANNUAL	38,429.30	39,005.74	39,590.83	40,184.69	40,787.46	41,399.27	42,020.26	42,650.56	43,290.32
	% INCREASE BETWEEN STEPS		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
C-6	HOURLY	25.37	26.26	27.30	28.11	28.95	29.37	29.81	30.26	30.71
	BIWEEKLY	1,775.81	1,838.24	1,910.70	1,967.39	2,026.22	2,055.64	2,086.49	2,118.06	2,149.83
	ANNUAL	46,171.04	47,794.11	49,678.27	51,152.01	52,681.72	53,446.58	54,248.74	55,069.56	55,895.60
	% INCREASE BETWEEN STEPS		3.4	3.8	2.9	2.9	1.4	1.5	1.5	1.5
C-7	HOURLY	27.54	28.62	29.70	30.59	31.50	31.97	32.45	32.93	33.43
	BIWEEKLY	1,927.59	2,003.37	2,079.29	2,141.37	2,204.88	2,237.59	2,271.16	2,305.23	2,339.80
	ANNUAL	50,117.31	52,087.50	54,061.62	55,675.62	57,326.94	58,177.46	59,050.12	59,935.87	60,834.91
	% INCREASE BETWEEN STEPS		3.8	3.7	2.9	2.9	1.5	1.5	1.5	1.5
C-8	HOURLY	29.46	30.57	32.76	33.74	34.74	35.26	35.78	36.32	36.87
	BIWEEKLY	2,062.07	2,139.86	2,293.02	2,361.65	2,431.76	2,467.87	2,504.89	2,542.47	2,580.60
	ANNUAL	53,613.76	55,636.33	59,618.62	61,402.85	63,225.72	64,164.73	65,127.20	66,104.10	67,095.67
	% INCREASE BETWEEN STEPS		3.6	6.7	2.9	2.9	1.5	1.5	1.5	1.5
C-9	HOURLY	32.08	33.29	35.68	36.75	37.84	38.41	38.98	39.57	40.16
	BIWEEKLY	2,245.78	2,330.44	2,497.62	2,572.24	2,649.01	2,688.47	2,728.65	2,769.55	2,811.09
	ANNUAL	58,390.15	60,591.44	64,938.06	66,878.18	68,874.26	69,900.29	70,944.97	72,008.30	73,088.42
	% INCREASE BETWEEN STEPS		3.6	6.7	2.9	2.9	1.5	1.5	1.5	1.5

July 1, 2023 - June 30, 2024

CLERICAL UNION C-SCALE
70 HOURS BI-WEEKLY
2.5%

		MIN	II	III	IV	V	VI	VII	VIII
C-5	HOURLY	21.97	21.75	22.08	22.41	22.75	23.09	23.43	23.79
	BIWEEKLY	1,537.73	1,522.72	1,545.56	1,568.75	1,592.28	1,616.16	1,640.41	1,665.01
	ANNUAL	39,980.88	39,590.83	40,184.69	40,787.46	41,399.27	42,020.26	42,650.56	43,290.32
	% INCREASE BETWEEN STEPS		-0.99	1.48	1.48	1.48	1.48	1.48	1.48
C-6	HOURLY	26.92	27.98	28.81	29.67	30.10	30.55	31.01	31.48
	BIWEEKLY	1,884.19	1,958.47	2,016.57	2,076.88	2,107.03	2,138.65	2,171.01	2,203.58
	ANNUAL	48,988.96	50,920.22	52,430.81	53,998.76	54,782.74	55,604.96	56,446.30	57,292.99
	% INCREASE BETWEEN STEPS		3.79	2.88	2.90	1.43	1.48	1.49	1.48
C-7	HOURLY	29.33	30.45	31.36	32.29	32.76	33.26	33.76	34.26
	BIWEEKLY	2,053.45	2,131.28	2,194.90	2,260.00	2,293.53	2,327.94	2,362.86	2,398.30
	ANNUAL	53,389.69	55,413.16	57,067.51	58,760.11	59,631.90	60,526.37	61,434.27	62,355.78
	% INCREASE BETWEEN STEPS		3.65	2.90	2.88	1.46	1.48	1.48	1.48
C-8	HOURLY	31.33	33.58	34.58	35.61	36.14	36.68	37.23	37.79
	BIWEEKLY	2,193.36	2,350.35	2,420.69	2,492.55	2,529.57	2,567.51	2,606.03	2,645.12
	ANNUAL	57,027.24	61,109.08	62,937.93	64,806.37	65,768.84	66,755.38	67,756.71	68,773.06
	% INCREASE BETWEEN STEPS		6.68	2.91	2.88	1.46	1.48	1.48	1.48
C-9	HOURLY	34.12	36.57	37.66	38.79	39.37	39.96	40.55	41.16
	BIWEEKLY	2,388.70	2,560.06	2,636.54	2,715.24	2,755.68	2,796.87	2,838.79	2,881.37
	ANNUAL	62,106.23	66,561.51	68,550.13	70,596.12	71,647.79	72,718.59	73,808.51	74,915.64
	% INCREASE BETWEEN STEPS		6.69	2.90	2.90	1.47	1.47	1.48	1.48

APPENDIX D
EMPLOYEE TELEWORK POLICY



**TOWN OF
WAKEFIELD**

**Employee Telework Policy
Effective June 1, 2021**

Purpose:

The term telework refers to a “work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.” (Telework Enhancement Act of 2010). The Town of Wakefield (“Town”) is committed to fostering a flexible workplace environment that recognizes employees’ ongoing navigation of career and life responsibilities.

The Town, through its Telework Policy (the “Policy”), is providing eligible Town employees with a more flexible workplace and the opportunity to work remotely. This option is available to employees within certain departments that can maintain official Town business operations while the employee is working from an alternate work location. Telework can be a viable option if work can be performed remotely with the same level of services as performed onsite.

The purpose of this Policy is to implement guidelines to enable a consistent application of telework practices across Town departments, to ensure the security of Town information and systems, support continuity of operations planning, and sustain the hiring and retention of a highly qualified workforce by enhancing work/life balance.

Principle:

Flexibility is the key principle of telework. Flexibility in the workplace, a business principle widely used to manage people, time, space, and workload, supports the Town’s goals related to employee recruitment, retention, and sustainability, employee excellence and well-being, and overall financial savings for the Town.

1. **Types of flexibility:** The Town offers numerous types of workplace flexibility (see Section A of this Policy, entitled “Work Schedule,” under Telework Guidelines), recognizing that not all forms of flexibility are applicable to *all* positions, or are a good fit for the specific skills of *all* employees.
Flexibility ultimately depends on the Department’s goals and specific employee functions, skills, and responsibilities.
2. **How to manage flexible work:** Departments are encouraged to have open dialogues regarding flexible work and integrate the concept as part of the workplace environment, as appropriate. The determination of whether an employee is eligible to participate in a flexible work arrangement shall be made at the discretion of the Department Head, on a case by-case basis, considering the needs of the department. Telework Agreements should be reviewed on a consistent basis and modified accordingly.
All mutually agreed upon flexible work arrangements must be in writing on a Flexible Work Arrangement Agreement Form (the “Agreement”) (see Related Resources) signed by the employee, the Department Head, and the Director of Human Resources (“HR”). The Agreement guides Department Heads and employees in specifying the particular details of a flexible work arrangement.
3. **What to do when issues or concerns occur:** If an employee has an issue or concern regarding a decision made under this Policy, it should first be brought to the attention of the Department Head for resolution. If the matter cannot be resolved, the employee may consult with the Human Resources Department.

Definitions:**Alternative Arrival/Departure**

An arrangement that permits variations in starting and departure times, but does not alter the total number of hours worked in a workweek.

Network Storage/Files

Documents and data stored on the network, enabling remote teams to work together in real-time.

Flexible Job

A flexible job can be variable in hours or location, allowing employees to have complete or partial autonomy when it comes to schedule.

Telework Schedule

A schedule that is tailored to the individual employee and doesn't fall into a typical 9 am to 5 pm schedule.

Telework Agreement

An agreement established between an employee and the Town wherein the time or location of work performed is different than the customary schedule or work location.

Hybrid Department

A Town Department with some remote employees and some in office employees.

Telework Technology

Includes any technology related to working remotely. E.g., Messaging software, video conferencing, VPN. etc.

Telework Policy

A policy that outlines when, how and with what support employees may work remotely.

Designee

The individual in a department or division appointed by the Department Head, with primary responsibility for the regular and customary supervision of individual positions and telework arrangements.

Working from Home

Working from home encompasses both employees who work remotely from a home office or shared workspace full time or those who work remotely some of the time.

Video Conferencing

Using video to conduct meetings, interviews, or any other business; requires video conferencing software and a web camera.

VPN

Virtual private network, used for security and enables remote employees to access company files from home.

Primary Work Location

The Town work site where the employee would be required to work if they did not telework.

Telework Location

An approved work site other than the employee's primary work location where official Town business is performed. Such locations may include an employee's home.

Teleworker

A Town employee who has been authorized to work remotely and has an approved Telework Agreement.

Human Resources Department

The department that administers the human resources activities of the Town, including personnel administration, collective bargaining, affirmative action, group insurance, employee training and education, workers compensation and injured-on duty.

Eligibility:

This Policy is for all nonunion and union personnel, unless otherwise stated in a Collective Bargaining Agreement. Telework Schedules and Agreements must be approved and authorized, in writing, by the Department Head and HR.

To be eligible to participate in Telework, employees must be employed with the Town for a minimum of six months (our probationary period). Exceptions to this requirement may be granted by the Department Head, with the acknowledgement of the Town Administrator.

Employees must be meeting work expectations, fulfilling the duties of their job description, have no recent history of performance or conduct issues, including verbal or written warnings, and no sick time abuse to be eligible.

A. Suitable Position and Assignments

Full-time, part-time, seasonal or temporary positions may be eligible to participate in telework. The nature of the work performed and service provided must be considered in determining whether telework is an option for a particular position. Whether a position is suitable for telework shall be decided at the discretion of the Department Head and will be evaluated on an individual basis considering the following criteria:

1. Some, or all, of the job functions are portable, or can be accessed electronically, and therefore can be performed effectively while working away from the primary work location. The work does not require access to equipment or materials that cannot be removed from the primary work location.
2. The employee's participation in the telework program will not adversely affect the department's ability to meet and/or exceed customers' or production needs.
3. The position does not require daily unscheduled face-to-face contact with other employees or the public at the primary work location.
4. The employee has the ability to set up meetings with other employees, supervisors or customers at the primary work location.
5. Positions with established metrics that can be met in a telework environment.

B. Employee Performance

Employees suited for telework need to possess several attributes which indicate they can work well and meet job expectations with this type of work arrangement:

1. Solid performer who knows the duties of the job and the department's standards and expectations.
2. Be able to work independently without close supervision and fulfill job duties and expectations.
3. Have the ability to prioritize work effectively and utilize good time management skills.
4. Be reliable, disciplined, and self-motivated with a high sense of responsibility in accomplishing work assignments.
5. No recent history of performance or conduct issues, including but not limited to sick time abuse.
 - a. Sick time abuse will be determined by the Director of HR. Anything over 10 (10) sick days per year, excluding FMLA could be considered an abuse of sick time.

Responsibilities:**A. Department Head**

- Under the guidance of the Town Administrator, the department head serves as the sponsor of the department's telework program.

- Implements telework policies and goals.
- Approves or denies employee requests for telework based on several factors, including but not limited to suitability of the work and employee and work responsibilities, as outlined in the job description.
- Implements metrics, or a means of measuring work outcomes, for all positions eligible for telework.
- Reviews and authorizes the required forms for approved telework agreements and technology requests.
- May appoint a designee who shall be responsible for the regular and customary supervision of individual positions, teleworkers, telework arrangements and any other duties and responsibilities the Department Head deems appropriate. This person may be called a supervisor or manager.

B. Designee

- The Department Head or Designee shall be responsible for implementing approved Telework Agreements in the Department and any ancillary issues that may arise out of the telework arrangement and the Agreement.
- Provide an environment that is conducive to telework, including scheduling and logistical support to employees.
- Obtain feedback regarding the impact of the telework arrangement on the teleworker, other employees of the Department, and the Department as a whole.

C. Technical Services Department/Tickets

- Provides technical support and problem escalation for Town employees, including those with an authorized Telework Agreement.
- Sets the appropriate technology standards to facilitate telework.
- Provides options for remote access to the Town's data and telecommunications network.
- Provides expertise and consultation for the telework program such as preparing technical user documentation and reviewing technology-related program material.
- Provides information security and cybersecurity awareness training to all employees.

D. Human Resources Department

- Develops and implements telework guidelines.
- Prepares, maintains and disseminates Telework Program information.
- Provides analysis of the effectiveness of the Telework Program across all Town departments and reports to the Town Administrator or Town council, as appropriate.

E. Teleworkers

- Must keep informed of the Town's Telework Policy requirements, as updated, and any related procedures, guidelines and regulations and ensure compliance.
- Remain accessible to customers, co-workers, supervisors and provide seamless customer service.
- Plan and organize job tasks for telework for efficiency and productivity.
- Possess proficiency in the use of the technology required for telework.
- Adhere to the provisions in the Telework Agreement.

Telework Guidelines:

A. Work Schedule/Forms of Flexibility

Alternative Arrival/Departure Times

The core hours for a position are typically set by the department. An employee may seek to alter their arrival or departure time on a temporary or consistent basis. This form of flexibility does not typically alter the total number of hours per week the employee works.

One option under this type of flexibility is when the Department Head and employee work together to determine an agreed upon arrival and departure time which is outside the "core hours" of the job description. Alternatively, a Department Head may set a range of time during which an employee is expected to arrive. For instance, a Department Head may determine it is critical for the job functions of an employee to be working between the hours of 9:00 a.m. and 3:00 p.m. and may permit an employee to arrive anytime between 7:00-9:00 a.m., and work until the hours assigned for that day are complete.

Compressed Schedule

A compressed schedule is another form of alternative arrival/departure flexibility, wherein the total number of hours expected to work each week are conducted in less than five (5) full workdays. The most common compressed schedule is four workdays per week.

Reduction in Time Commitment

An employee may seek to reduce their time commitment to the Town on a permanent or temporary basis to accommodate personal life transitions (e.g., returning from parental leave, preparing for retirement, pursuing a degree, etc.). An employee seeking this type of flexibility must work with the Department Head and HR to determine feasibility, duration of time, impact on pay and benefits, and whether there any other policies or regulations that may apply to the request.

B. Procedures

Outlined below are the basic procedures for proposing, authorizing and implementing a telework arrangement. Employees seeking approval for a Telework Agreement shall first submit a proposal to the Department Head for review. The Department Head shall review the proposal and, at their discretion, consult with other departments (Technical Services, Human Resources, etc.) prior to making a determination. If approved, the Department Head and employee shall the proposal shall be reviewed, signed, and filed with HR. Once a Telework Agreement is authorized, the Department Head, or Designee, shall routinely review the Agreement and make adjustments to address concerns/challenges. An initial review shall be scheduled within thirty (30) days of the effective date of the Agreement; thereafter, reviews must be scheduled routinely and at a minimum shall be conducted annually, although they may occur more frequently. If a Department Head determines to deny a request for a Telework Agreement they should work with HR to notify, in writing, the employee of the denial and reasons thereof.

Agreement

It is recommended that Telework Agreements are limited to no more than two (2) days per week; however, exceptions may be granted by the Department Head. A clearly defined schedule of work hours, including specific work hours and break times, must be set prior to the employee starting to telework. Based on the job description some employees may be expected to work outside of regularly scheduled hours. The expectations of an employee's availability and scheduled work hours shall be detailed in the Telework Agreement. Employees are not

authorized to work during preapproved break times. The total number of hours that an employee works in a workweek shall not be affected or altered by teleworking.

For non-exempt employees, hours of work beyond the authorized workweek and any overtime require prior approval and will be compensated according to Fair Labor Standards Act (FLSA) regulations.

When teleworking, employees must be available and accessible during work hours to internal/external customers, employees in their department, and any managers or supervisors and the Department Head. During teleworking hours, an employee is required to participate in scheduled meetings via teleconference; however, there may be times when teleconference is not appropriate and the employee shall arrange to be at the primary work location during the employee's Telework Schedule. Notwithstanding the agreed upon Telework Schedule, at a Department Head's discretion, an employee may be required to report to the primary work location, or other designated locations, at any time for any task related to the employee's job duties and functions.

C. Work Expectations

Teleworkers are subject to the same work expectations and job performance competencies as if the employee were at the primary work location. Employees are expected to provide the same level of customer service, work outcomes, and quality of work while teleworking. Time spent and work accomplished from a remote location should appear seamless to customers. Teleworkers are responsible for getting their work from their workplace whether it be electronically or in person. The Town will not reimburse the employee for mileage to go to their workplace to get their work.

D. Confidentiality

Employees must maintain appropriate confidentiality of all work-related information, including written documents, electronic files, and verbal communication. Any work performed at the telework location is considered official Town business. If an employee requires hardcopy confidential information at the telework location, they shall first obtain approval from the Department Head or data owner, and once said information has been transferred to the telework location use best efforts to store said information temporarily. Electronic files and automated records must be safeguarded to protect unauthorized disclosure or damage.

Employees must store all protected health information, Personally Identifiable Information (PII), and confidential records in a secure location. Any verbal communication of confidential work-related information should be conducted in a private area. Confidential information shall not be downloaded to an unsecured location on a laptop, workstation, storage device or network. Printing of confidential Town materials in the remote telework location should be done in a secure manner.

E. Work Space

Employees are responsible for designating a work space for the purpose of performing work for the Town. The work space must be sufficient for the employee to perform the requirements of the job, including appropriate furniture, equipment, supplies and lighting. The remote work location must be safe and free from hazards, including ensuring the location is in compliance with all applicable building codes. The Town is under no obligation to maintain or repair any structure at

the telework location or the remote work space. Employees are not permitted to conduct face-to-face meetings in the employee's home.

Employees shall apply approved safeguards to protect all Town records, including confidential documents as mentioned above, from unauthorized disclosure or damage and shall store all said documents in a secure location.

F. Personal Vehicle

Employees shall notify the Department Head, Designee, or direct supervisor in as much advance as possible when scheduling meetings that require traveling to another location on foot or via motor vehicle during scheduled work hours.

Without prior notification, an employee's travel in a motor vehicle during work hours may be considered a personal and non-work-related activity. Such travel without permission may result in termination of telework privileges and/or other discipline.

G. Equipment, Technology and Supplies

The decision to purchase new equipment or supplies for a telework location is at the discretion of the Department Head and is contingent upon the availability of department funding to support the request. All such requests shall be discussed with the Department Head and approved by the Information Technology Department Head prior to initiating a Telework Agreement.

All equipment, supplies or other property provided by the Town remain property of the Town. Employees must take reasonable and prudent precautions to protect Town equipment against damage, loss or abuse while in the employee's custody. Use of Town equipment is governed by the Town of Wakefield Computer Usage Policy and any other applicable policies. Town equipment is serviced and repaired by the Information Technology Department at Town facilities; support technicians will not travel to a telework site. Only Town approved software shall be downloaded on Town equipment.

Departments may provide the following resources as part of the Town's support for telework:

- Telecommunications equipment including, but not limited to, voice over IP soft phone for computers. Line charges for use of home telephone equipment will not be reimbursed.
- Town- issued laptop for use at the telework site.
- Standard office supplies such as paper, pens and pencils, folders, etc., as needed for the employee's work.
- Use of a Town printer at a telework location must be approved by the Department Head and the Information Technology Department.
- The Teleworker must immediately notify Information Technology of any Town allocated equipment that malfunctions.

Employees who choose to telework must maintain internet service at their own expense and have a phone. Teleworkers are prohibited from using their home computer for Town related work. For all Town-issued laptops, employees must bring the laptop onsite, when requested by Information Technology, for updates and security patches. If equipment needs to be serviced or repaired, the employee must contact Information Technology to coordinate services. Employees shall bring the equipment to a Town building location for service.

Town equipment must be used for official Town business only. Unauthorized persons are prohibited from using Town equipment. Employees will be responsible for transporting and installing the equipment at the telework location.

Lost, stolen, or compromised devices must be reported, as soon as possible, to Information Technology, the Department Head, and to the Police, as appropriate, related to a telework location theft.

The Teleworker must safeguard access to Town systems. A Town-issued laptop computer, used to connect remotely, is subject to scanning by the Town to check for performance issues and general compliance with Town technology standards.

H. Town Policies and Procedures

Compensation and benefits including hours of work, leave and overtime will remain the same for teleworkers as for all other employees.

All personnel regulations and other applicable Town, state and federal regulations, policies and procedures apply to Teleworkers. This includes policies and procedures that address employee standards of conduct, the privacy and protection of information, electronic and e-mail use policies, responsibility for proper use and care of Town-owned equipment, and Town liability for on-the-job injuries.

I. Liability

The determination of compensability for remote work site injuries shall be determined like any other off-site location for purposes of Workers' Compensation. Employees agree to notify their Department Head immediately of any accident or injury that occurs at the alternate work site and to comply with Town policies covering on-the-job injury. The Town will not be liable for injuries occurring during scheduled telework hours if the employee is conducting personal, non-work-related activities. Employees understand that the Town will not be liable for any injuries to third parties or for damages to an employee's personal or real property while the employee is working at the alternate work site.

Information on the Teleworker's telephone, laptop or workstation may be subject to the Massachusetts Public Records Law and subpoena requests. If an employee chooses to use a personal phone email for work purposes, the employee may have to surrender the phone/email account for searches in connection with public records requests or subpoena compliance.

The Town will not be liable for any damages to the employee's property that results from participation in the Town's telework program. The Town will not be responsible for operating costs, home maintenance, or any incidental cost (e.g. utilities) associated with the employee's use of their residence for telework for the Town.

J. Dependent Care

Telework is not a substitute for child care or other dependent care responsibilities. If a child or dependent who would normally require child or other dependent care is present during scheduled telework hours, the employee shall make other arrangements for the care of the child or dependent. Employees may provide limited care for the child or dependent who requires occasional care in the telework location.

K. Inclement Weather and Emergency Events

When an employee is teleworking during inclement weather or emergency events, he/she is subject to department essential staffing requirements. An employee who is working a Telework Schedule may be required to come to the primary work location during adverse weather or emergency events.

In addition, telework employees may be required to work under the department's Continuity of Operations Plan (COOP).

L. Telephone or Internet Service Outage

In the event of an outage impacting telephone or internet service at the telework location, the employee should contact his/her supervisor to discuss whether to report to the Town primary work location, work from an alternate telework location, work on assignments not impacted by loss of service, or take Personal Time Off ("PTO") for the time when work cannot be performed.

M. Modifying, Renewing and Terminating a Telework Agreement

Exceptions to an employee's regular Telework Schedule, such as adding or changing telework days, should be approved by the Department Head in advance, when possible. If an employee is not able to obtain prior approval of a schedule change they must at a minimum notify, in writing (via email), the Department Head, Designee, or direct supervisor of the change of schedule.

A Telework Agreement should be reviewed when an employee's job role, work assignments, or Department Head change. Telework Agreements are not automatically transferred from one position or Department Head to another. Telework Agreements must be reviewed and renewed annually to ensure there is a continued benefit to both the Town and employee.

A Department Head, at their sole discretion, shall have the authority to modify any portion of a Telework Agreement.

Either party may terminate a Telework Agreement at any time, without cause, so long as at least 14 days' notice of said termination is given to the other party. Termination of a Telework Agreement by a Department Head is not eligible for appeal. Written notification of modification, suspension, or termination of a Telework Agreement shall be provided to the employee. Department Heads shall work with HR when seeking to modify, suspend, or terminate a Telework Agreement.

Effective: This Policy shall become effective June 1, 2021

APPENDIX E
PUBLIC EMPLOYEE COMMITTEE AGREEMENT

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF WAKEFIELD
AND
THE M.G.L. c. 32B, §§ 19 WAKEFIELD PUBLIC EMPLOYEE COMMITTEE
TO PROVIDE HEALTH INSURANCE THROUGH
THE GROUP INSURANCE COMMISSION**

(July 1, 2021 through June 30, 2024)

WHEREAS, the Town, through its Town Manager, and the Public Employee Committee ("PEC") are entering into this written agreement to continue health care coverage for the Town's subscribers through the GIC pursuant to M.G.L. c. 32B, §19 effective July 1, 2021 through, at a minimum, June 30, 2024 ("2021-2024 Agreement");

NOW THEREFORE, the Town and the PEC agree as follows:

Purpose of Agreement

1. The purpose of this 2021-2024 Agreement is to continue health insurance benefits for the Town's subscribers through the GIC pursuant to M.G.L. c. 32B, § 19. Accordingly, the PEC agrees that the Town may continue coverage for the Town's subscribers through the GIC pursuant to M.G.L. c. 32B, § 19.

Transfer to the GIC

2. The Town and subscribers will take all necessary and reasonable actions to continue coverage of the Town's subscribers through the GIC effective July 1, 2021 and to maintain coverage thereafter for the duration of this "2021-2024 Agreement".
3. For the duration of this agreement, premium contributions for all subscribers under the GIC shall be as follows:

Indemnity Plans (Medicare and Non-Medicare Plans) 75% Town/25% subscriber

POS's (Medicare and Non-Medicare Plans) 75% Town/25percentage
Subscriber

HMO's (Medicare and Non-Medicare Plans) 80% Town/20% Subscriber

Mitigation Plan

4. The Town agrees to maintain an "Employee Health Care Mitigation Fund" (EHMF) consisting of rollover funds representing unused allocated funds resulting from the initial transfer to the GIC as well as from the 2018-2021 PEC Agreement. The Town will add \$330,000 on July 2021, \$340,000 on July 2022, and \$350,000 on July 2022 to the existing mitigation fund.

5. The established HRA shall be for all plan subscribers and shall reimburse actual out-of-pocket cost for the following covered services:

Outpatient Surgery Copayments - up to \$250 per occurrence

Inpatient Hospital Admission Copayments — up to \$1,500 per occurrence

High Tech Imaging Copayments - up to \$100 per occurrence

In the event that any one member or family has out-of-pocket costs for covered services, that are not reimbursed by the HRA, or paid by the health plan, that exceed \$1,500 per individual and \$3,000 per family, the HRA will provide reimbursement of 100% of the costs over \$1,500 per calendar year up to a maximum of \$5,000 for an individual plan and 100% of the costs over \$3,000 and up to \$10,000 for a family plan per calendar year. Annual deductible shall be excluded as eligible for reimbursement.

In the event that the GIC implements any increases to the above referenced deductibles and copayments, the HRA reimbursement shall be adjusted proportionately.

6. The Town and PEC agree to meet quarterly with the HRA administrator to discuss ongoing usage, funding, and to review ongoing status of the HRA and to determine distribution options as funds are depleted accordingly. The PEC will also consider premium holidays based on the HRA quarterly plan balance changes, and will assess the feasibility of future premium holidays. The Town and the PEC agree (if surplus funds are available) to transferring a portion of these funds to the Town's OPEB Trust Account. Consideration of the impact of the Affordable Care Act's 40% excise tax (the "Cadillac Tax") will also allow for possible future adjustments.

Flexible Spending Account

7. The Town will continue to provide a flexible spending account program (i.e. "Section 125" plan). The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement. The program may include a voluntary debit card system the fee for which shall be the responsibility of the employees. Employees may set aside funds annually up to the maximum amount permitted under the IRS regulations.

Waiting/Hiatus Period

8. **Waiting/Hiatus Period**

New employees of the Town are eligible to enroll in health insurance offered by the GIC in accordance 805 CMR 9.01. Therefore, in accordance 805 CMR 9.01(3), new employees of the Town are eligible to enroll in health insurance offered through the GIC within 10 calendar days of the first date of employment with the Town. GIC health insurance benefits begin on the first day of the month following sixty (60) days

or two (2) full calendar months of employment, whichever is less. The period between the date of employment and the effective date of coverage pursuant to 805 CMR. 9.01(3) are hereinafter referred to as the "Waiting/Hiatus Period."

9. Waiting/Hiatus Period Stipend

During the "Waiting/Hiatus Period," the Town shall pay a stipend ("Waiting/Hiatus Period Stipend") to those "re-hired" (former employees who experienced a reduction in workforce or due to leave for military service) employees who have notified the Town within 10 calendar days of employment that they have chosen to enroll in one of the health insurance plans through the GIC. The amount of the "Waiting/Hiatus Period Stipend" will be equal to the employee's portion, up to a maximum of 80%, of the premium or cost for whichever plan the employee has chosen to enroll. To receive the "Hiatus Period Stipend", the employee must show proof of other health insurance coverage during the "Waiting/Hiatus Period," (e.g., COBRA or other alternative health insurance plan).

Newly enrolled employees/subscribers who cancel their GIC coverage within sixty (60) days of the effective date of the GIC coverage shall return the "Waiting/Hiatus Period Stipend" in its entirety to the Town.

10. GIC Retroactive Effective Date of Coverage

Subscribers may request retroactive coverage from the GIC in accordance with 805 CMR 9.01(4). Therefore, if a subscriber incurs a medical expense(s) during the "Waiting/Hiatus Period" that in sum exceeds the full-cost health insurance premium of the GIC's elected plan for the "Waiting/Hiatus Period", the subscriber may file a written request to the GIC for approval of health coverage to become effective on the first day of employment. Upon approval by the GIC, coverage shall take effect as of the first day of employment. In this event, the Town shall submit the full-cost health insurance premium for the "Waiting/Hiatus Period" to the GIC in a timely manner. The employee shall reimburse the Town his/her proportional share of the premium and any "Waiting/Hiatus Period Stipend" amount already received through normal payroll deductions.

- a. The provisions of subparagraphs (a), (b) and (c) shall expire if and when the GIC eliminates the "Waiting/Hiatus Period".

Health Coverage After June 30, 2024

- 11.** The transfer of subscribers to the GIC shall remain in force after June 30, 2024, unless, pursuant to a successor agreement executed by the parties, notice is provided to the GIC no later than December 1, 2023 that the Town will terminate its coverage with the GIC.
- 12.** The Town Administrator, or his designee, and the PEC shall commence negotiations

for a successor agreement no later than April 1, 2023. The Town and PEC agree to consider options outside of the GIC including entertaining bids from commercial insurance carriers for the Towns health coverage. Negotiations shall include, but not be limited to, premium contributions, continuation of the HRA, and the impact of out-of-pocket costs to subscribers. To facilitate negotiations, the Town shall request specific utilization and claims data from the GIC pursuant to GIC CMR 8.05, Paragraph (29), § *a & b* which shall be made available for examination by the PEC.

Opt out

13. The parties agree to continue the Opt Out program for Town of Wakefield employees including \$1,500.00 for waiving individual coverage and \$3,000.00 for waiving family coverage in accordance with the terms and conditions as outlined in the Opt-Out Program (available through the Town Benefits Department (copy attached)).

Medicare Migration

14. Medicare Migration may occur during this next 3-year contract. There are approximately 53 people in the “active” plans costing \$685,000 annually as of FY22. Moving these 53 subscribers to a Medicare Senior plan would cost \$435,000 annually as of FY22. Subscribers would be required to enroll in Medicare Part A, and pay the Medicare Part B premium. The Town will pay the Part A premium and any associated late entrant penalties.

Severability Clause

15. If any provision or portion of this "2021-2024 Agreement" is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

Scope & Modification

16. This "2021-2024 Agreement" shall constitute the whole of the Agreement between the Town and the PEC. The Agreement may be modified only by a written agreement approved in the same manner as the original Agreement.

Authorization to Sign Agreement

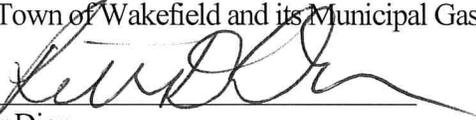
17. Each signatory to this "2021-2024 Agreement" is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

The Town of Wakefield and its Town Administrator



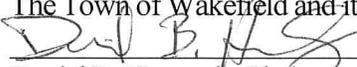
Stephen P. Maio

The Town of Wakefield and its Municipal Gas and Light Department



Peter Dion

The Town of Wakefield and its Public Employee Committee



Daniel B. Hancock, Chairman