

Collective Bargaining Agreement Between The Town of  
Norton and The I.A.F.F., P.F.F.M. Local 2678

July 1, 2023- June 30, 2026



08/15/23  
08/15/23  
TOWN AGT  
TOWN MGR  
IAFF-2  
Fire Chief  
m

LOCAL #2678  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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## **Preamble**

This agreement is entered into by and between the Town of Norton hereinafter referred to as the Employer and Local # 2678, International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the Union. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

## **Article 1** Recognition

The employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Deputy Fire Chief, and Administrative Assistant. Any references to employees, firefighters, officers, or EMT's shall be considered and understood to apply to bargaining unit employees only.

## **Article 2** Printing and Supplying Agreement

Upon ratification of the Agreement by both parties, The Employer agrees to supply to the Union, two (2) copies of the agreement at no cost, within thirty (30) days of said ratification.

## **Article 3** No Strike Clause

The Union agrees it will not authorize, approve, or participate, or in any way encourage work stoppage, strike, slow down, or the withholding of any services, including extra hour services, from the Employer.

## **Article 4** Discrimination

The parties to this agreement agree not to discriminate against any individual because of race, color, creed, sex, national origin, marital status or sexual orientation.

## **Article 5** Union Activity

There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for their activity on behalf of, or membership in the Union, nor shall the Union discriminate, interfere, restrain or coerce any individual for their activity on behalf of the Employer.

**Article 6**  
Union Business

- A. The Employer shall allow employees, elected or appointed, to represent the Union time to perform their Union functions including, but not limited to, attendance at meetings and grievance procedures without loss of pay provided that these activities cannot be handled outside of work with reasonable effort. No more than three (3) Union representatives will be granted this privilege at one time.
- B. Up to three (3) members of the Union negotiating team shall be allowed time off with pay to attend any meeting of the Employer and the Union, called for the purpose of negotiating a new agreement or amending this agreement.
- C. The Employer shall allow up to 3 members time off to attend line of duty funerals of firefighters.

**Article 7**  
Union Dues and Agency Service Fees

- B. Union Dues: The Employer agrees to deduct dues and assessments in the amount certified current by the Union Treasurer bi-weekly from the pay of those employees who have given written authorization to the Town Accountant. The total amount of deductions shall be remitted monthly to the Union.
- B. Agency Service Fees: Any employee who is not a member of the Union, must as a condition of employment, pay a bi-weekly agency service fee, equivalent to the dues and assessments paid by the Union members. The said fee is to recover the cost of collective bargaining and contract administration. Employees who fail to meet the requirement shall be discharged.
- C. The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Town in complying with this Article.

**Article 8**  
Bulletin Board Space

The Employer shall provide nine (9) square feet of space on bulletin boards for the use of the Union in the firehouse at convenient locations accessible to employees.

**Article 9**  
Labor Management Committee

There shall be a Labor-Management Committee consisting of Union and Employer representatives. The committee shall meet as necessary, but not less than quarterly to discuss all matters of mutual concern. The Union shall provide the Employer in writing, the name of the Union representatives on the committee.

The Employer agrees to pay the union members on the committee for meetings with the Employer and their representatives at the current pay rates in Article 37. Members off duty will receive overtime rate as outlined in Article 37.

### **Article 10**

#### **Rules/Regulations/Policies**

- A. The Employer shall establish, enforce and amend from time to time the rules and regulations for the department, to be supplied in printed form and/or electronic to the Employer's representatives, to the Union and each Employee. The Employer also agrees that this function shall be exercised in a manner consistent with terms of this agreement and subject always to the rights of the Employees and/or the Union to lodge a grievance as provided in this agreement.
- B. The Union and the Employer representatives shall meet as a committee from time to time to suggest changes to the rules/regulations/policies.
- C. All Employees shall sign for new rules/regulations/policies to acknowledge receiving their copy.

### **Article 11**

#### **Definition of Seniority**

Seniority shall be determined by continuous full-time service in the Norton Fire Department, including time as a provisional employee, calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their eligibility ranking on the Civil Service List.

### **Article 12**

#### **Employee Status**

The Employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this agreement and in such other cases as may be agreed upon by the Employer and the Union. The Lieutenant followed by Senior Firefighter shall be responsible for the group in the absence of the Captain/Shift commander. The Employer also agrees to establish and maintain a current promotional list for Civil Service Promotional exams. Exams shall be made available to eligible employees as scheduled by Civil Service every two (2) years beginning in November 2017.

The Union will exit Civil Service by July 1, 2024, unless parties can agree on a sooner date.

### **Article 13**

#### **Personnel Reduction**

In case of personnel reduction, the employee with the least seniority in rank shall be laid off first and so on. The employee with the most seniority in rank for like positions shall be recalled first and so on. Employees who are to be recalled shall be notified of such by the Employer, by return receipt requested mail. The Employee(s) shall notify the Employer in writing within ten (10) days, exclusive

of weekends and holidays, of receipt of the notification with their decision. No new employees shall be hired to fill like positions until all laid-off employees have been given the opportunity to return to work.

**Article 14**  
Working Out of Classification

An employee may be designated by the Fire Chief or the Deputy Fire Chief to carry out the duties and the responsibilities of a position of rank above that which he normally holds for a period of one (1) week. The employee shall be paid at the rate for said higher position while so acting. The designation may be extended beyond one (1) week with the Town Manager's approval.

If working as acting Chief or Deputy Chief for more than 30 consecutive days, the member will be put on temporary leave from Local 2678. Union dues, but not union insurance (AFLAC) benefits, will not be taken out of their pay during the temporary position of more than 30 consecutive days. In the event that the member in the acting position of Deputy Chief or Chief is relieved of their position for any reason, the member will go back to their last rank position. While in the temporary position of Deputy Chief or Chief they will follow the current pay rate of the current Chief or Deputy Chief contract with the Town.

**Article 15**  
Specialists

A. Specialists are employees who have special training or experience in a specific field, for a special position that the employer deems necessary. One or more individuals may be appointed to the following positions as necessary:

EMS Director	Computer Systems Manager
Fire Alarm Technician(s)	Haz-Mat Technician(s)
Rescue Diver(s)	Fire Investigator(s)
Scott Pack Technician(s)	Mechanic(s)
Safe Grant Coordinator(s)	Rescue Technician(s)
Assistant EMS Director	
Training Officer	
Assistant Training Officer	
Infectious Control Officer	

B. The following procedure shall govern all appointments of specialist positions:

1. Announcement for a specialist position vacancy shall be emailed to department members for fourteen (14) days, prior to the closing date for applications.
2. All applicants will be notified in writing by email ten (10) days prior to the interview date.
3. The Chief will choose the most qualified and responsible employee for that position.

4. All applicants will be notified in writing by email ten (10) days after the interview of the results of the said interview.

C. The following procedure shall govern all discharge of specialist's positions:

1. No specialists shall be discharged from a specialist position without just cause.
2. A hearing shall be held at the employee's request with the employer to investigate reasons for discharge.
3. The employee will be notified in writing ten (10) days, exclusive of weekends and holidays, prior to the hearing date of the reasons, time and place of the hearing.
4. The hearing will be held within ten (10) days, exclusive of weekends and holidays, of the receipt of the request. The employee shall be notified in writing of the results of said hearing within ten (10) days, exclusive of weekends and holidays after the completion of the hearing.

## **Article 16**

### **Grievance Procedures**

Grievances or disputes which may arise regarding the interpretation or application of this agreement will be settled in the following manner:

STEP 1. Any aggrieved employee and or the Union may submit a written account of the grievance to the Chief within fifteen (15) days of its occurrence or alleged occurrence exclusive of weekends and holidays. The Chief shall render a written decision within five (5) days exclusive of weekends and holidays.

STEP 2. If the Union is not satisfied at STEP 1, or if there is no response from the Chief, the grievance may be submitted in writing, within fifteen 15 days, to the Town Manager. The Town Manager shall render a written decision within fifteen (15) days of the receipt of the unions step 2 grievance, exclusive of weekends and holidays.

STEP 3. If the Union is not satisfied at STEP 2, the grievance may be submitted by the Union in writing to the American Arbitration Association ("AAA") for binding arbitration, in accordance with the procedures of the AAA. The request for arbitration shall be submitted within thirty (30) days of the date of the Town Manager's response or the date said response was due, whichever is earlier, exclusive of weekends and holidays. The decision of the arbitrator shall be final and binding upon the Employer and the Union. The arbitrator shall have no authority to add to, subtract from or alter the terms of this Agreement.

Should the Town fail to respond to a grievance within a time limit set forth in any step of the grievance procedure, the grievance shall be deemed to be denied.

## **Article 17**

### **Hours**

- A. The required work week for all employees shall be Sunday through Saturday and shall not exceed an average of forty- two (42) hours per week over an eight (8) week period. Basic rate of pay equals bi-weekly salary divided by eighty-four (84) hours.
- B. New hires will be assigned to a five (5) day work week (Monday-Friday) at the headquarters station for a period of four (4) weeks (0730-1530) for the orientation and training period. After the initial orientation period, the Chief will notify the new employees of the results of their evaluation. The Chief and the Union will review all newly hired employees as to whether or not this orientation will apply to them. This will be done on an individual basis as needed. Probationary firefighters may be assigned to Station 1 as long as a Lieutenant or acting Lieutenant is assigned to that station during the probationary firefighters' shift. Barring extenuating or emergency circumstances, probationary firefighters will only be assigned to Station 1 when there are at least two additional non-probationary members on duty at that station.
- C. Administrative Personnel, or the day Officer, shall work the day shift consisting of forty (40) hours per week.
- D. When moving personnel from shift to shift (shift changes) the minimum days off between worked shifts, regardless of the eight week cycle and payroll week, will be 5 days.

## **Article 18**

### **Overtime**

- A. All employees shall be paid at the rate of time and one-half for all time worked in excess of their regularly scheduled hours of work.
- B. The Employer shall maintain an overtime record for all overtime, except in recall situations (recall to mean answering off-duty calls), to show a running total in hours. Once overtime is assigned, it can only be canceled by mutual agreement within 48 hours from the scheduled shift when possible.
- C. The employer agrees to follow the overtime procedures set forth below:
  - 1. The Union has the right to monitor the overtime record and electronic scheduling system of its members.
  - 2. The overtime record shall begin and end on the fiscal years.
  - 3. Notification for overtime will be done utilizing the electronic notification system in place for filling overtime. The employee with the lowest amount of hours, oldest date, and most seniority will be given the first right of refusal for the overtime.

4. Overtime shall be assigned a minimum of twenty-four (24) hours and a maximum of fourteen (14) days before the start of the shift, except in cases of sudden job related medical leave, sick leave, or compassionate leave where the shift shall be filled as soon as possible via the electronic filing system and the employees who call within fifteen (15) minutes shall be chosen in accordance with section C, line 3.
5. OT shall be announced as soon as possible for the day/night shift-via the electronic scheduling system. OT for the day shift can be announced the night prior until 10 p.m., if possible. OT for the night shift will not be ordered in until 15:00 hours.
6. When overtime is not filled pursuant to Article 18, Section C, line 3, the employee who will be ordered to work overtime shall have the lowest amount of hours, oldest date, and least seniority. An employee who is on contractual leave shall not be ordered to work overtime.
7. No employee shall work more than three (3) consecutive shifts in any workweek without a four (4) hour rest period except in recall or emergency situations.
8. An employee returning from sick leave must work one (1) scheduled shift before being eligible to work an overtime shift.
9. If there is an error in the overtime distribution overlooked by both parties, it will be corrected and the employee involved will be given the next opportunity for overtime.
10. An employee who is on sick leave or job-related medical leave shall not be eligible for overtime.
11. New hires shall be ineligible for scheduled overtime and/or callback until they successfully complete the Massachusetts Fire Academy recruit training program; or equivalent FF I/II recruit program and have completed a minimum orientation period of four (4) weeks or, if both the Chief and the Union agree in an individual case, after the new hire has worked six (6) months on shift.” The orientation period may be adjusted by the Chief and the Union collectively.

- D. All call back will be a minimum of two (2) hours pay between the hours of 1800-0600.
- E. During the month of June, employees who are on vacation leave, after all other employees have been called, shall be allowed to work overtime on their own shift.
- F. When filling overtime Captain for Captain, Captains will have first right of refusal for the overtime. When Captain overtime is not filled with a Captain, the Lieutenant of the scheduled shift will be offered to work as Captain. If the Lieutenant is not available or does not want to work as the Captain for the scheduled shift, the overtime will be offered to the other Lieutenants.

When filling overtime Lieutenant for Lieutenant, Lieutenants will have first right of refusal for the overtime. When Lieutenant overtime is not filled with a Lieutenant, the Senior Fire Fighter of the scheduled shift will be offered to work as Lieutenant. If the Senior Firefighter is not available or does not want to work as the Lieutenant for the scheduled shift, the overtime will be offered to the other available Captains.

In the event that the overtime can not be filled after all eligible ranks have been offered, the same rank that the overtime is for will be ordered in for that shift.

Overtime worked out of grade will be paid at the grade worked (or paid at current grade if working a lower grade). The Senior Firefighter is defined as the firefighter on duty with the most years of service with the Norton Fire Rescue Department.

### **Article 19**

#### **Right to Work**

All employees in the bargaining unit will be granted the right to work and given the first right of refusal.

### **Article 20**

#### **Shift Exchange**

- A. The Chief, Deputy Chief, or any group Captain may approve a voluntary exchange of shifts at no additional cost to the Employer, which shall not violate the Fair Labor Standards Act.
- B. The Chief, Deputy Chief, or any group Captain shall be notified in writing prior to the proposed exchange giving the date, shift, and name of substitute. The Chief, Deputy Chief, or any group Captain shall notify the employee in writing, after receiving the request, of their decision.
- C. All exchanges are to be taken within the fiscal year.

### **Article 21**

#### **Limited Duty**

- A. The Employer shall have the right to require an employee who is on job-related medical leave to work in a limited capacity if a physician certifies that the employee is fit for such duty. If the employee's physician disagrees with the Employer's physician, a third physician, selected by the employee's physician and the Employer's physician shall be consulted as to the fitness of the employee for limited duty. The third physician's decision shall be binding on both parties. The cost of the third physician shall be paid for by the Employer.
- B. If the employee is found capable of performing limited duty, the form of such duty and hours worked shall be agreed upon by the Employer and the Union.

## **Article 22**

### **Holidays**

A. The following holidays are those which shall be recognized and observed:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	Christmas Eve
Floating Holiday	Juneteenth

Total holiday pay will be paid proportionately over the fifty-two (52) week period.

- B. Employees who are scheduled and actually work on a holiday shall be compensated at a rate of time and one half for the ten (10) hour shift as holiday pay.
- C. Employees that are hired in on a holiday to cover shifts shall be compensated at a rate of time and one-half for the ten (10) hour shift plus ten (10) hours straight time.
- D. Employees who are scheduled and actually work on Christmas Eve shall be compensated at a rate of time and one half for fourteen (14) hours.
- E. Employees that are hired in on Christmas Eve to cover shifts shall be compensated at a rate of time and one-half for the fourteen (14) hour shift plus fourteen (14) hours straight time.
- F. Employees will receive one (1) floating holiday off from work, used as a 10 hour single block of time, to be used with no restrictions during the fiscal year. The Chief, Deputy Chief or any group Captain shall be notified in writing a minimum of two (2) days prior to the start of a Floating Holiday. The Chief, Deputy Chief or any group Captain shall notify the employee in writing of their decision within two (2) days after receiving the request. After the employee's floating holiday leave has been approved, it can only be changed by mutual agreement.
- G. Future holidays decided by the Town, State, or Federal Government will be added to Article 22(A) and subject to language in Article 22 sec. A, B, C.

## **Article 23**

### **Court Leave**

The employer shall grant leave with pay to an employee for the period of time the employee is required to appear before a court, judge, magistrate or coroner as a defendant or witness for the employer. If the employee is off duty, the employee shall receive overtime with a minimum of four (4) hours.

**Article 24**  
Military Leave

Any employee who is a member of a reserve force of the United States, or the Commonwealth of Massachusetts, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States, or the Commonwealth of Massachusetts, shall be granted a paid leave of absence during the period of such activity, but not to exceed twenty (20) shifts in any fiscal year. Such paid leave shall not reduce the employee's seniority status, vacation leave, sick leave, or other benefits.

The Town voted at the May 10, 2004, Annual Town Meeting (Article 18) to accept the provisions of §1 of c. 137 of the Acts of 2003, thereby allowing the Town to pay to an employee granted a military leave of absence, as defined in the statute, the employee's regular base salary, reduced by any amount received from the United States as pay or allowance for military service (National Guard or Reserves), during the same pay period, and further to authorize any such employee to remain on the Town's contributory group health insurance plan on the same contributory share basis as other active employees of the Town.

**Article 25**  
Vacation Leave

A. Vacation allowance shall be earned annually based on the following schedule:

After one (1) year of service	Five (5) shifts with pay
After two (2) years of service	Ten (10) shifts with pay
After three (3) years of service	Fifteen (15) shifts with pay
After eight (8) years of service	Twenty (20) shifts with pay
After fifteen (15) years of service	Twenty-two (22) shifts with pay
After twenty (20) years of service	Twenty-four (24) shifts with pay

- B. Vacation leave may be used by taking one (1) or more shifts at a time, except that up to three (3) shifts, totaling thirty-six (36) hours, may be taken in hourly increments, with the understanding that only four (4) on duty employees will be granted vacation leave at any one time.
- C. The Chief, Deputy Chief or any group Captain shall be notified in writing a minimum of two (2) days prior to the start of vacation leave. The Chief, Deputy Chief or any group Captain shall notify the employee in writing of their decision within two (2) days after receiving the request. After the employee's vacation leave has been approved, it can only be changed by mutual agreement.
- D. The Chief or the Deputy Chief shall have the right of refusal with an explanation in writing if it is in the best interest of the Employer.

- E. During times of vacation, the Chief or the Deputy Chief after a twenty-four (24) hour notice has been given to the affected employees may move employees from station to station to assure proper coverage for the Town of Norton.
- F. Employees who have been employed for more than one (1) year may buy back up to a maximum of five (5) vacation shifts at their regular rate of pay at the end of the fiscal year. Employees must notify the Chief on or near May 1<sup>st</sup>.

## **Article 26**

### **Job-Related Medical Leave**

Pursuant to MGL ch.41 s.111F, any employee unable to work because of a job-related disabling condition, shall be entitled to a leave of absence at the employee's regular rate of pay for the duration of the time for which he is medically certified as being unable to work. During such leave of absence, the Employer will maintain regular payments into medical and pension plans to ensure continued coverage for the employee and dependents. Seniority, vacation benefits, and pension credits shall be given for the time spent on such leave of absence. Employees who are out on job-related medical leave shall report their status to the Chief or the Chief's designee after each physician's visit.

If and when needed the Employer will provide a vehicle for transportation to and from medical appointments, physical therapy and any appointments directly related to the job related disabling injury. If a vehicle is not available or the Employee wishes to use his/her own vehicle the Employer will reimburse the Employee for mileage at the current town rate or the IRS standard mileage rate, of which is the higher rate. The Employee must submit for mileage reimbursement every 2 weeks with their pay slip.

## **Article 27**

### **Compassionate Leave**

- A. An employee shall be allowed four (4) shifts off with pay in the event of a death in the immediate family. Immediate family shall be defined and limited to: spouse, any person residing as a permanent member of the employee's household, and any child (natural, step, or foster), niece, nephew, parent (natural, step, or foster), sibling (natural, step, or foster), grandparent, grandchild, in-law, aunt, or uncle of the Employee or the Employee's spouse.
- B. In addition, necessary time off for travel purposes shall be granted upon request of the employee when, in the Employer's judgment, such additional time is warranted.
- C. Time may also be granted by the Chief for members not listed above or if additional time is needed.

**Article 28**  
**Family & Medical Leave**

- A. Any employee incurring a non-duty disabling condition shall receive sick leave with all contractual benefits and full pay up to the employee's total accumulation. A job-related disabling condition shall not be charged to the accumulated sick leave of the employee.
- B. Employees shall earn 1 and ½ shifts per month with unlimited total accumulation.
- C. Sick leave shall accumulate during leave of absence with pay, during authorized sick leave and during vacation leave.
- D. Sick leave taken shall be considered and credited as a full shift. The employee or the employee's agent shall notify the officer in charge ("OIC"), or most senior firefighter present if the OIC is not available, at least one (1) hour prior to the employee's scheduled start time, unless shorter notice must be given due to circumstances beyond the employee's control. The Employer may request a physician's certificate for any period over four (4) consecutive shifts of sick leave.
- E. All physicals examinations required by the Employer shall be paid by the Employer.
- F. The Employer shall maintain a record of each employee's unused accumulated sick leave. The summary of such records shall be furnished in the electronic scheduling program.
- G. Employees shall be entitled to up to twelve (12) weeks leave for the birth of a child, or adoption, or foster care of a child. All paid contractual leave shall be used first; the employee shall be eligible for unpaid leave for the remainder of the twelve (12) weeks.
- H. An employee may use up to a maximum of six (6) shifts per year of their accumulated sick leave in the event of an illness or injury to the employee's spouse, any person residing as a permanent member of the employee's household, and any child (natural, step, or foster), parent (natural, step, or foster), sibling (natural, step, or foster), grandparent, grandchild, in-law, aunt, or uncle of the Employee or the Employee's spouse, and no other arrangements can be made. The Employer may request a physician's certificate for any period over four (4) consecutive shifts of "family sick" leave.
- I. Employees shall be entitled to buy back earned sick leave as follows:
  - 1. For all employees hired before July 1, 2013: Upon permanent separation from the fire service by retirement (retirement shall mean retirement in the Bristol County Retirement System), or death, the employee, the surviving spouse, heirs, estate, or whomever the employee designates, shall be compensated in cash at the employee's regular rate of pay for fifty percent (50%) of the employee's unused sick leave up to a total of one hundred eighty (180) shifts. The lump sum payment shall be paid within thirty (30) days of the separation date.

2. For all employees hired on or after July 1, 2013: Upon permanent separation from the fire service by retirement (retirement shall mean retirement in the Bristol County Retirement System), or death, the employee, the surviving spouse, heirs, estate, or whomever the employee designates, shall be compensated in cash at the employee's regular rate of pay for fifty percent (50%) of the employee's unused sick leave with a maximum buy out of up to a total of one hundred thirty-five (135) shifts. The sick leave buyback is to be paid out in two installments. The first installment is to be made after the first Town Meeting funding opportunity that follows the date of retirement. The second installment will be made after the next Town Meeting funding opportunity that follows the first or within twelve (12) months of the date of the first installment, whichever occurs sooner.
- J. When employees are utilizing sick leave to leave a shift that has already begun, employees will be charged a full sick day if they leave before the midpoint of the shift and a half sick day if they leave after the midpoint of the shift.

### **Article 29**

#### **Personal Leave**

Three (3) personal shifts per year may be given to an employee for the purpose of conducting personal business that cannot be conducted during normal off duty shifts. These shifts also may be taken in hourly increments totaling forty-two (42) hours. The Chief, Deputy Chief, or any group Captain shall be given twenty-four (24) hours notification prior to taking said shifts off. In case of emergency, the twenty-four (24) hour notification may be waived. Personal shifts shall not accumulate year to year. Once approved, personal time can only be changed by mutual agreement. Newly hired employees will receive a prorated portion of Personal Leave. This shall be calculated based on the weeks remaining in the fiscal year, i.e.  $42 \text{ hours} \div 52 \text{ weeks} = 0.8 \text{ hours per week} \times \text{remaining weeks in the fiscal year}$ .

### **Article 30**

#### **Educational Leave**

- A. Employees shall be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions, E.M.T. refresher courses, or other functions relating to the fire-rescue or EMS area that are intended to improve, maintain, or upgrade the individual's certifications skill and professional ability, subject to the approval of the Chief. If said approval is subsequently withdrawn and results in unrecoverable expense to the employee, such expense will be reimbursed by the Department.
- B. A maximum of three (3) members shall be allowed off on educational leave at any one time.
- C. An employee who attends two (2) or more days of educational training off duty within a one (1) week period shall be granted equal hours and/or shifts off duty within thirty (30) days from the date of the last day of educational training.

- D. Effective July 1, 2009, EMT-B's may attend up to three (3) EMS rounds per calendar year on an overtime basis.

### **Article 31**

#### **Educational Differential**

In addition to the wage rates established by this agreement, the Employer shall pay a premium for successful completion of credit hours and degrees offered in the Fire Science and Emergency Medical Service area, payable annually on the nearest pay period to December 1<sup>st</sup>, to employees who have completed at least one (1) year of service with the Town of Norton Fire Department:"

- A. \$20 per year for every credit earned.
- B. \$3,000 per year for an Associates Degree with a concentration in Fire Science or Emergency Medical Services.
- C. \$3,800 per year for a Bachelors Degree with a concentration in Fire Science or Emergency Medical Services.
- D. \$5,000 per year for a Masters Degree with a concentration in Fire Science or Emergency Medical Services.

### **Article 32**

#### **Tuition Pre-Payment**

- A. The Employer agrees to provide a minimum of \$4,500 per employee annually for payment of any cost incurred for books, fees and tuition for all courses related to the Fire Rescue or EMS area, as approved by the Fire Chief, and for all courses necessary to complete degrees in the Fire rescue or EMS area. In the event that all employees do not use this funding, the surplus sum shall be distributed to pay for Fire Rescue or EMS schooling of other employees who may need additional funding, provided said additional funding is requested prior to April 1<sup>st</sup>, whenever possible. Additional funding is payable on the last pay period of the fiscal year and shall not exceed \$2,500 dollars per individual.

The language in this Section A shall be pro-rated for new employees with the Town of Norton Fire Department. In the event an employee who receives benefits under this section leaves voluntarily or is terminated prior to completing an additional six (6) months of service with the Norton Fire Department from the date that the employee successfully completed the coursework for which the benefits under this section were received, the employee shall reimburse the Town for said benefits on a pro rata basis."

- B. A list of employees and their subjects will be submitted to the Employer for approval.
- C. If the employee does not successfully complete the course, the full amount must be refunded.
- D. If the Employer requires an employee to attend any schooling in the Fire Rescue or EMS area, all costs incurred for books, fees and tuition shall be paid in full by the Employer.

- E. The town will keep two (2) complete sets of books at the Norton Fire Department that are required for the study of all available promotional exams. The town will keep these books updated each year, as they change, in accordance with lists that are released from the Civil Service reading list.
- F. The Town will reimburse employees for the exam fee for promotional civil service exams, only after successful completion with a passing score.

### **Article 33**

#### Health Insurance

- A. The parties acknowledge their respective obligations under M.G.L. c 32B § 3 to establish and participate in a Town Insurance Advisory Committee (IAC). The Union agrees to designate a representative to serve on the IAC in order to fulfill the statutory duties of the IAC. Notwithstanding, by participating in the IAC, the Union does not waive any of its rights under M.G.L. c. 150E or the collective bargaining agreement and the parties understand and agree that the Union's participation in the IAC does not waive the Union's right to advance notice of any proposed changes or any rights under c. 150E or the collective bargaining agreement and that participation in the IAC is not in any way a substitution for the Town's obligations under c. 150E or the collective bargaining agreement. Moreover, notice of any kind to the Union's designated representative on the IAC does not serve as notice to the Union in the Union's capacity as the exclusive bargaining representative for its members. No decision or recommendation of the IAC shall be binding upon the Union in any way.
- B. The parties agree that the existing employee health insurance contribution rates as follows:

Effective July 1, 2008 – 85/15

Effective July 1, 2009 – 80/20

Effective July 1, 2010 – 75/25

Effective July 1, 2013, the percentage rate the Town will contribute toward the Town's PPO health insurance plan shall be seventy (70%) percent.

- C. The Town agrees not to implement changes in Health Care benefits, providers, or employee co-payments without impact bargaining with the Union.

### **Article 34**

#### Furnishings, Sanitation, Maintenance and Up Keep

The Employer agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all firehouses. The Employer furthermore agrees to supply furniture, beds, bed linens, and all the items necessary to maintain satisfactory sanitary conditions of all areas within all active firehouses. Mattresses will be replaced as needed or by every ten (10) years. This will also include the purchase and maintenance of similar quality that is present of the day room furniture, regardless of who initially purchased the furniture. Furniture repairs and maintenance will be provided by the employer.

## **Article 35**

### **Safety and Health**

The Employer and Union agree to provide a high standard of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, and illnesses in the Fire Service. The Employer and Union agree to staff each shift at the headquarters station with a minimum of three (3) firefighters, at least two (2) of whom are EMT'S, plus one (1) officer. The Employer and Union further agree to staff the Chartley station with a minimum of two (2) firefighters each shift.

- A. Protective Clothing and Equipment- The Employer shall furnish and hereafter maintain at no cost to the employee, all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment necessary to preserve and protect the safety and health of the firefighters.

All Protective clothing and equipment shall meet N.F.P.A. standards, whether existing or promulgated during the term of this agreement. Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

- B. Employee Training- The Employer shall provide all employees with full and complete training in the safety and health problems of the work environment and the use of proper maintenance of protective equipment, protective clothing, respiratory apparatus and all other protective devices. The Employer agrees to provide a continuing program of safety and health education for all employees to develop an ongoing safety awareness aptitude. In the event of the introduction of new technology or other changes in the work processes, the employees affected shall be fully trained in all health and safety aspects of the new procedure, work process or equipment.
- C. Unsafe Equipment- No employee shall be required to operate equipment which is in a defective or unsafe condition. Apparatus or equipment which is considered unsafe by the Officer-in-Charge shall be placed out of service until a qualified person has reviewed it. The Employer agrees to conduct annual inspections and testing of aerial devices and ground ladders using N.F.P.A. recommended testing procedures. The Employer also agrees to make all recommended repairs as soon as possible, or remove from service the affected apparatus or equipment. All Employees will adhere to MGL when it comes to motor vehicle inspections and operating vehicles with rejected stickers.
- D. Academy Training- All new employees shall have basic training in Firefighting through the Massachusetts Firefighting Academy or equivalent, for their entire specified period for that recruit class, for which they shall be compensated at their regular rate of pay. Employees attending the Recruit Training Class shall not be eligible for scheduled overtime during attendance at the Massachusetts Firefighting Academy.
- E. All new employees hired after July 1, 1992 shall be non-smoking and certified EMT'S, and shall maintain at least their certification level as of their date of hire.

- F. Haz-Mat Incidents- No Fire Suppression Personnel or Fire Officer shall enter into or perform Haz-Mat incident without the proper training and without proper N.F.P.A. approved protective clothing. This shall include, but not be limited to, investigations, containments, and clean-up of any incident. The Town agrees to release from any duty any member of the Haz-Mat Regional Team who is required to take part in drills or is called upon to take part in Haz-Mat related incidents, unless said member is involved in a local emergency.
- G. The Employer agrees to provide job-stress counseling for employees.
- H. The Employer agrees to staff the initial responding engine(s), ladder or rescue with a minimum of 2 employees (fire fighters) when responding to emergency calls and alarms. This staffing level requirement will not apply to any additional apparatus needed on scene. Call back personnel may respond at the officer's discretion according to department policy. This response also excludes all command officer vehicles.
- I. If an employee's treating medical provider diagnoses him or her with Post-Traumatic Stress Disorder (PTSD) or other mental illness that is related to the job, the Employer will pay for all treatment and costs associated with the diagnosed condition.

If an employee's treating medical provider determines that the employee can safely return to work, the Employer will make every effort to provide all reasonable accommodations the employee needs. The Employer will continue to pay for all treatment and costs associated with the diagnosed condition. In the event that the employee's treating medical provider determines the employee cannot ever return to work, the employee will submit a voluntary application for retirement and will receive 111F benefits until the Retirement Board grants or denies the application.

Any employee claiming he or she suffers from job related PTSD or other job related mental health issues will fill out the appropriate injury forms for an on the job injury claim. The Employer agrees to keep this information private and confidential.

- J. The Town agrees to conduct yearly air quality tests throughout all areas of the fire department at all active stations. These tests will determine the quality of air that employees breathe in. This will be in accordance with OSHA safety guidelines once every fiscal year.

### **Article 36**

#### **Uniform Allowance**

- A. Each fire fighter and each fire officer shall receive a uniform allowance payable on the nearest pay period to July 15<sup>th</sup> as follows:

Effective July 1, 2019

\$1,900.00

- B. Following Civil Service Certification, the Employer shall purchase a class A uniform for each new employee. If the employee should resign within one (1) year following Civil Service Certification, the employee shall reimburse the Employer the full cost of the class A uniform.
- C. The Employer shall reimburse the employee for damaged or lost eyeglasses while in performance of the employee's duties. The payment shall be for the full amount of the loss suffered.
- D. Employees of the Fire Department who are certified as underwater rescue divers, and who are currently active members of the Norton Underwater Dive Team, shall receive \$700.00 each year for diving. This sum is for the purchase, repair and maintenance of their diving equipment and shall be payable on the nearest pay period to July 15<sup>th</sup>.
- E. The Employer will annually set aside an aggregate sum of Five Hundred and No Hundredths (\$500.00) Dollars to reimburse employees for damages sustained to personal wear that occur while on call back status.
- F. Newly hired employees will receive a prorated portion of the Uniform Allowance. This shall be calculated based on the weeks remaining in the fiscal year, i.e.  $\$1,900 \div 52 \text{ weeks} = \$36.54$  per week x weeks remaining in the fiscal year. This amount shall be at least \$250.00.
- G. The Employer agrees to pay for any promotional upgrades to the Class A uniform that will bring the Class A uniform into the current department uniform standard. Department will provide the first promotional badge.

### **Article 37** Salaries

The base salary schedule, which shall form part of, and be subject to all provisions of this Agreement, is set out as follows:

July 1, 2023	2% increase
July 1, 2024	2.5% increase
July 1, 2025	3% increase

Bi-Weekly Salary with Holiday Pay and 3% Night Differential			
	July 1, 2023	July 1, 2024	July 1, 2025
	FY 24	FY 25	FY 26
	2%	2.5%	3%
<b>STEP 1</b>			
Firefighter	\$1,935.68	\$2,013.83	\$2,105.36
Firefighter - EMT-B	\$2,032.30	\$2,114.35	\$2,210.45
Firefighter - EMT-A	\$2,071.89	\$2,155.54	\$2,253.51
Firefighter - EMT-P	\$2,151.26	\$2,238.12	\$2,339.84
<b>STEP 2</b>			
Firefighter	\$2,059.49	\$2,142.64	\$2,240.02
Firefighter - EMT-B	\$2,162.32	\$2,249.63	\$2,351.87
Firefighter - EMT-A	\$2,204.38	\$2,293.38	\$2,397.62
Firefighter - EMT-P	\$2,293.46	\$2,386.06	\$2,494.50
<b>STEP 3</b>			
Firefighter	\$2,183.30	\$2,271.45	\$2,374.68
Firefighter - EMT-B	\$2,292.37	\$2,384.93	\$2,493.32
Firefighter - EMT-A	\$2,336.88	\$2,431.23	\$2,541.73
Firefighter - EMT-P	\$2,435.67	\$2,534.01	\$2,649.18
<b>STEP 4</b>			
Firefighter	\$2,307.09	\$2,400.24	\$2,509.33
Firefighter - EMT-B	\$2,422.40	\$2,520.20	\$2,634.75
Firefighter - EMT-A	\$2,469.39	\$2,569.09	\$2,685.86
Firefighter - EMT-P	\$2,577.85	\$2,681.93	\$2,803.82
<b>STEP 5</b>			
Firefighter	\$2,588.83	\$2,693.35	\$2,815.76
Firefighter - EMT-B	\$2,718.24	\$2,827.99	\$2,956.52
Firefighter - EMT-A	\$2,771.08	\$2,882.97	\$3,014.00
Firefighter - EMT-P	\$2,876.49	\$2,992.63	\$3,128.64
<b>25 Year Firefighter (Only)</b>	\$2,718.27	\$2,828.02	\$2,956.55

<b>FIRE OFFICERS</b>				
Bi-Weekly Salary with Holiday Pay and 3% Night Differential				
	July 1, 2023	July 1, 2024	July 1, 2025	
	<b>FY 24</b>	<b>FY 25</b>	<b>FY 26</b>	% Above Top Step FF/EMT-P
	<b>2%</b>	<b>2.5%</b>	<b>3%</b>	
<b>Lieutenant</b>				
Start	\$2,919.64	\$3,037.52	\$3,175.57	1.5%
1 Year	\$2,962.78	\$3,082.41	\$3,222.50	3.0%
2 Years	\$3,005.93	\$3,127.30	\$3,269.43	4.5%
3 Years	\$3,049.08	\$3,172.19	\$3,316.36	6.0%
4 Years	\$3,092.23	\$3,217.08	\$3,363.29	7.5%
	July 1, 2023	July 1, 2024	July 1, 2025	
	<b>FY 24</b>	<b>FY 25</b>	<b>FY 26</b>	% Above Top Step FF/EMT-P
	<b>2%</b>	<b>2.5%</b>	<b>3%</b>	
<b>Captain</b>				
Start	\$3,135.37	\$3,261.97	\$3,410.22	9.0%
1 Year	\$3,192.90	\$3,321.82	\$3,472.79	11.0%
2 Years	\$3,250.43	\$3,381.67	\$3,535.37	13.0%
3 Years	\$3,336.73	\$3,471.45	\$3,629.23	16.0%
4 Years	\$3,451.79	\$3,591.15	\$3,754.37	20.0%

\*It is understood that years of service are as a Lieutenant or as a Captain.

- A. Employee (s) who are Firefighters and/or Certified Emergency Medical Technicians, shall be compensated according to their classification as described in the above salary schedule. The employer agrees to provide yearly necessary courses and other classes for all EMS employees, in accordance with departmental rules and regulations, to enable employees to maintain their current level of EMT certification. Employees who have completed at least one (1) year of service with the Town of Norton Fire Department shall be compensated on the regular pay date closest to December 1<sup>st</sup> for EMS recertification in accordance with the following schedule:

EFFECTIVE DATE	EMT B/A HIRED PRE JULY 2022	EMT B/A HIRED POST JULY 2022	EMT P	SEMI-AUTOMATIC DEFIB
07-01-2023	\$7200	\$3500	\$9500	\$1,000.00
07-01-2024	\$7500	\$3500	\$9800	\$1,000.00
07-01-2025	\$7800	\$3500	\$10,500	\$1,000.00
*Beginning July 1, 2023, the EMT B/A stipend for employees hired on or after July 1, 2022, is not to exceed 50% of the EMT P stipend				

Employees who have not completed at least one (1) year of service with the Town of Norton Fire Department as of the regular pay date closest to December 1<sup>st</sup> shall receive a prorated portion of the applicable EMS certification stipend.

- B. Employees who are designated as Emergency Medical Services Director and Training Officer shall receive Two Thousand and No Hundredths (\$2,000.00) Dollars per year, and Employees who are designated as Assistant Emergency Medical Services Director and Assistant Training Officer shall receive One Thousand Six Hundred and No Hundredths (\$1,600.00) Dollars per year. Said amounts are payable in four (4) equal payments on the nearest pay period to September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup>, June 1<sup>st</sup>.
- C. Employees who are certified Firefighter-1 by the Massachusetts Firefighter Training Council shall receive \$500.00 per year, payable on the nearest pay period to December 1<sup>st</sup>, providing they attempt to complete at least two (2) courses offered by MFFA or another recognized provider during each two (2) year period after receiving certification. Employees who are certified Firefighter-2 by the Massachusetts Firefighter Training Council shall receive \$1,000.00 per year, payable on the nearest pay period to December 1<sup>st</sup>, providing they attempt to complete at least two (2) courses offered by MFFA or another recognized provider during each two (2) year period after receiving certification.
- D. The Employee who is designated as Fire Alarm Superintendent shall receive One Thousand (\$1,000.00) Dollars per year, and the Employee who is designated as the Assistant Fire Alarm Superintendent shall receive Seven Hundred Fifty (\$750.00) Dollars per year. Said amounts are payable in four (4) equal payments on the nearest pay period to September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup>, June 1<sup>st</sup>.

Fire Alarm Technicians who perform fire alarm duties shall be compensated in accordance with the Fair Labor Standards Act. Fire alarm duties shall be distributed and rotated among all designated fire alarm employees (except the Superintendent and Assistant Superintendent) by seniority in accordance with the overtime procedure Article 18, Section C.

E. Employee (s) who are requested to work details, outside or otherwise, shall be compensated in accordance with the Fair Labor Standards Act with a four (4) hour minimum. This will include internal, inter-department, or grant-related detail. Details shall be distributed and rotated equally among all employees by seniority in accordance with the overtime procedure (Article 18, Section C). Flat detail rate for private details only as follows:

DATE	FIREFIGHTERS	LIEUTENANTS	CAPTAINS
07-01-2023	\$67.00/Hour	\$72.00/Hour	\$77.00/Hour
07-01-2024	\$70.00/Hour	\$75.00/Hour	\$80.00/Hour
07-01-2025	\$73.00/Hour	\$78.00/Hour	\$83.00/Hour

F. The Employee who is designated as the Department Mechanic shall receive Two Thousand and No Hundredths (\$2,000.00) Dollars each year, payable in four (4) equal payments on the nearest pay period to September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup>, and June 1<sup>st</sup>.

G. Employees serving in the following positions shall receive Five Hundred Sixty and No Hundredths (\$560.00) Dollars payable on the nearest pay period to December 1<sup>st</sup>:

Scott Pack Technician  
Safe Grant Coordinator  
Computer Systems Manager  
Fire Investigator  
Rescue Technician  
Infectious Control Officer

H. All employees shall have their wages paid via direct deposit in the Employee's bank of choice.

I. The Employer will provide and maintain bulletproof vests, helmets and gear necessary to safely be involved in a high-risk situation. All Employees, who have completed at least one (1) year of service with the Town of Norton Fire Department, shall be compensated with a yearly stipend of one hundred dollars and no hundredths (\$100.00) paid on the regular pay date closest to December 1<sup>st</sup>.

### **Article 38**

#### **Longevity Pay**

In addition to all other compensation, employees shall be entitled to longevity payment in accordance with the following schedule:

	Effective 7/1/20	Effective 7/1/21	Effective 7/1/22
After five (5) Years of Service	\$500.00	\$550.00	\$600.00
After ten (10) Years of Service	\$625.00	\$725.00	\$800.00
After fifteen (15) Years of Service	\$925.00	\$1,025.00	\$1,100.00
After twenty (20) Years of Service	\$1,150.00	\$1,300.00	\$1,450.00
After twenty-five (25) Years of Service	\$1,300.00	\$1,500.00	\$1,700.00
After thirty (30) Years of Service	\$1,350.00	\$1,650.00	\$1,950.00

This sum shall be payable on the nearest pay period to December 1<sup>st</sup>, following the anniversary date of the employee's service to the Employer.

### **Article 39**

#### Savings Clause

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

### **Article 40**

#### Appendices and Amendments

All appendices and amendments of this Agreement shall be numbered (or lettered), dated and signed by the responsible parties, and shall be subject to all of the provisions of this Agreement.

### **Article 41**

#### Duration of Agreement

This Agreement shall be effective July 1, 2023, and extend through June 30, 2026, or until a signed Agreement replaces it. Any party wishing to modify or amend this Agreement must notify the other party by certified mail. A conference shall be held if mutually agreed upon, on a date, agreed upon by both parties for the purpose of negotiation amendments, or a new Agreement.

### **Article 42**

#### Management Rights

Subject to the express, specific provisions of this Agreement, the Town of Norton and its Fire Chief, Town Manager, and the Board of Selectmen retain all the rights and authority they had prior to signing of this Agreement to control the Fire Department to determine policy and the methods and means by which the operations of said Department are to be carried on; to establish reasonable rules and regulations, and direct the members of the Fire Department. This Article shall take effect on July 1, 2004.

**Article 43**  
Drug and Alcohol Testing

Upon the request of either party, the parties will meet during the life of this agreement to discuss the adoption of a drug and alcohol testing policy.

**Article 44**  
Health and Fitness

In the spirit of the health and wellness for the Union and its Employee's and the Employer, the Employer shall pay a Five Hundred Fifty Dollar (\$500.00) stipend to each member for the successful completion of a physical fitness test each fiscal year beginning after July 1, 2017. Such test will be comprised of the following events: 1.5 mile timed run, 1 minute timed sit-ups and 1 minute timed pushups. At no time will an employee be required to take part in this test, it shall be voluntary. The qualifying times shall be derived from the table below.

The test shall be administered two (2) times per Fiscal Year, once in the Fall and once in the Spring, on dates to be determined by the Chief or his designee. An employee may take the test up to two (2) times per Fiscal Year; however, the Employee shall be limited to receiving one physical fitness test stipend per Fiscal Year. The time, date and location of the test shall be posted at least 30 days prior to the testing date. The Employer will allow an employee to take time off to participate in the Voluntary test if the employee is assigned to work at the time of the test.

Upon successful completion of the test, the Employer shall pay the employee a stipend of Two Hundred Fifty Dollars (\$250.00) no later than 30 days from said completion.

Applicants have the option to either run 1.5 miles as outlined in the chart or climb stairs as outlined below. The applicant will only need to perform one of these endurance tasks. They will still need to complete Sit-ups and Push Ups.

Stairs Option:

At fire headquarters this will be 5 round trips at the side entrance stairs for a duration of 5 mins. One round trip is from the ground level landing at the side entrance to the 2<sup>nd</sup> floor and back down. (this does not include the set of stairs from the basement) This averages out to 57 steps/min.

### Qualifying Times Table for the Health and Fitness Stipend

Applicant Age:	20-29	30-39	40-49	50-59	60+
1.5 Mile Run					
Male	12:51	13:36	14:29	15:26	17:19
Female	15:26	15:57	16:58	17:55	20:55
Sit-ups (1min)					
Male	38	35	29	24	9
Female	32	25	20	14	6
Push Ups					
Male	29	24	18	13	10
Female	15	11	9	5	3

#### Article 45 OJI Stipend Payout

Any employee that retires with OJI will be compensated all stipends benefits up to the end of that calendar year and will be pro-rated. Pro-rated rate of stipends will be determined by taking the total stipend payout, divide by 52 weeks and multiply by weeks worked after the last stipend payout. (Example: Stipend payout is \$10,000 and you worked 20 weeks after the last stipend payout;  $\$10,000/52 = \$192.31 \times 20 \text{ weeks} = \$3,846.20$ ).

#### Article 46 Night Differential

July 1, 2023 – 3% Night Differential from 1930- 0730 (H).

#### Article 47 Civil Service

The Union will exit Civil Service by July 1, 2024, unless parties can agree on a sooner date.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS THIS  
24~~th~~ DAY OF JULY, 2023.

THE TOWN OF NORTON,  
BY ITS  
SELECT BOARD:

\_\_\_\_\_  
Kevin Snyder, Chair

\_\_\_\_\_  
Steven Hornsby, Vice Chair

\_\_\_\_\_  
Alec Rich, III, Clerk

\_\_\_\_\_  
Megan Artz

\_\_\_\_\_  
Denise Luciano

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 2678, AFL-CIO-CLC,  
BY ITS BARGAINING COMMITTEE:

\_\_\_\_\_  
President:

\_\_\_\_\_  
Vice President:

\_\_\_\_\_