

10/22/23 Town Hall
Town Manager
NPA
Police Chief
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Collective Bargaining Agreement Between

The Town of Norton and

The Norton Police Association

July 1, 2023 - June 30, 2026

NORTON POLICE ASSOCIATION

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NORTON POLICE ASSOCIATION

AGREEMENT

This Agreement, and any such other Agreement entered into to supplement or amend this Agreement, is by and between the Town of Norton (hereinafter referred to as the "Town"), and Norton Police Association (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1

The Town recognizes the Union as the exclusive representative, for the purposes of collective bargaining relative to wages, hours, and other conditions of employment, of all full-time Patrolmen including provisionally appointed Patrolmen during the period of their appointment on the Norton Police Department. Specifically excluded from the terms of this Contract are the positions of Chief of Police, Lieutenant, and Sergeants, within the Norton Police Department. The Town and the Union agree not to discriminate employees covered by this Agreement on account of membership or non-membership in the Union.

ARTICLE 2

BARGAINING COMMITTEE SECURITY

The Town agrees not to discharge or discriminate in any way against employees under this Agreement because of Bargaining Committee or Police Union Activities.

ARTICLE 3

NON-DISCRIMINATION

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, national origin, disability, sexual preference, sex, or age.

ARTICLE 4

PAYROLL DEDUCTION OF UNION DUES

In accordance with the provisions of Section 17A, Chapter 180, of the General Laws, as most recently amended, Union dues shall be deducted by the Town a form of authorization for payroll deduction of Union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

Furthermore, in accordance with Section 12 of Chapter 150E, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union in good standing and who have been employed for thirty (30) days or more, shall pay the Union an agency service fee to defray the cost of collective bargaining in contract administration. Such agency service fee shall be deducted by the Treasurer of the Town from each payment of the salary made to each employee during the life of this collective bargaining unit for such employees.

The Union agrees to indemnify the Town for damages which the Town may be required to pay by an administrative agency or court of competent jurisdiction of last resort as a result of the Town's compliance with this section, provided that any such sum of damages is limited to the particular suitors (claimants) or parties who are named plaintiffs but to no other person.

ARTICLE 5

EMPLOYEE RIGHTS AND REPRESENTATION

(A) Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Officer or Representative or otherwise, and including the right to present Union views and the Department, and of the General Court, or to any other appropriate authority of official.

Without limiting the foregoing, the Town agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement or the law. Further, no representative, Department Official, or agent of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;

2. Interfere with the formation, existence, operations or administration of the Union;
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union;
4. Discriminate against an employee because he or she has given testimony or taken part in any grievance procedures, or other hearings, negotiations, or conference for, in, or on behalf of the Union; or
5. Refuse to meet, negotiate, or confer on proper matters with Officers or representatives of the Union as set forth in this agreement.

(B) The members of the Union Bargaining Committee, not to exceed one (1), shall be granted leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, or supplements thereto. Union Officers and Bargaining Committee members, not to exceed one (1) in any instance, shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances, with the employee or others involved, and may enter any premises of the Department at any reasonable time for such purposes provided they give notice of their presence immediately upon arrival to the person in charge. Such Officers and Bargaining Committee members who work with any night shift shall have their hours and schedule of work accordingly adjusted to effectuate the purposes of this section.

Members of the Bargaining Committee who are off-duty shall not receive compensatory time off for time spent in collective negotiations with the Town at the bargaining table, but shall receive compensatory time off for all time spent in mediation or fact finding pertaining to collective bargaining negotiations.

(C) Members of the Police Union Grievance Committee, not to exceed one (1), shall be granted leave from duty without loss of pay for meetings between the Town and the Police Union and for time required to prepare grievances or process grievances. When reasonably possible, such preparation or processing shall be done outside of scheduled working hours.

(D) A member of the Police Union shall be granted leave to attend meetings of the Fraternal Order of Police provided replacement coverage at the overtime rate is not required. Said paid time off shall not exceed one (1) day in one (1) year.

(E) Union Officers shall provide the Department and keep updated a list of its Officers and Bargaining Committee Members.

(F) Union Officers and Bargaining Committee members, up to a maximum total of one (1) in any one (1) instance, shall be granted leave of absence, without pay, but with no loss of benefits, if they so request, to attend a meeting of the Board of Selectmen, the General Court or other public body.

(G) Union Officers and Committee members shall not be reassigned, nor detailed permanently from one shift to another, when said shift will interfere with scheduled Union business, including, but not limited to collective bargaining sessions.

Specific reasons, in writing, for any such reassignment shall be given by the Chief to an employee so affected within three (3) days of the request of said employee. Any dispute thereunder shall be subject to the Grievance and Arbitration Procedure.

(I) The Norton Police Union agrees not to use its funds in support or in aid of any candidate for election to any elective office in and for the Town of Norton. This is to be construed as an office of the Town and does not limit the Union in its support of Country, State, and National elective offices.

(J) One Union representative shall be entitled to be present at all disciplinary hearings concerning members of the Bargaining Unit.

ARTICLE 6

MANAGEMENT RIGHTS

The Town shall retain all rights and authority the Town had prior to the signing of any Collective Bargaining Contract with the Norton Police Union except those rights which are explicitly and specifically modified by the express terms of this Agreement. Notwithstanding the provisions of this contract, the Town Manager shall retain and exercise through the Chief of Police, all rights to manage and control the Norton Police Department and its employees that are provided by the applicable statutes of the Commonwealth of Massachusetts, and this is expressly understood by the parties to this Agreement. The Chief of Police should make all suitable regulations governing the Police Department, and the officers thereof subject to the approval of all Town property used by the Department and of the Police Officers whom he shall assign to their respective duties and who shall obey his orders, Nothing in this Agreement will be construed to abridge or modify these powers of the Chief of Police and the Town Manager.

ARTICLE 7

GRIEVANCE PROCEDURE

(A) A grievance is a difference of opinion as to the meaning and application of the provisions of the Agreement, or as to the compliance of either party hereto with any of the obligations under this Agreement. This does not limit the Union or the Town from bringing up for discussion and possible agreement any other difference which might arise between the parties hereto. However, such other differences shall not be the subject of arbitration other than by the mutual agreement of the parties. Should a grievance arise between the Police Union and the Town, an earnest effort shall be made to settle such grievances immediately. 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 and the Union may proceed to the next step."

(B) The Police Union representative, with the aggrieved Police Officer, shall take up the grievance or dispute in writing with the Chief of Police within seven (7) working days of the grievance or when the Union should have reasonably known of the grievance. The Chief shall respond in writing within seven (7) working days.

(C) If the grievance still remains unadjusted, it shall be presented to the Town Manager within three (3) working days after the response of the Chief of Police is due. The Town Manager shall respond in writing within ten (10) working days. If the grievance still remains unadjusted, it shall then be presented to the Board of Selectmen in writing within three (3) working days after the response of the Town Manager is due. The Board of Selectmen shall respond in writing within ten (10) working days.

(D) If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Selectmen is due, by written notice to the other, request arbitration.

(E) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of three (3) arbitrators. Both the Town and the Police Union shall have the right to strike one (1) name from the panel. The party requesting arbitration may strike the first name; the other may then strike one (1) name.

The arbitrator shall have the authority to settle only a grievance which concerns the interpretation and application of this Agreement. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify this Agreement.

The decision of the Arbitrator shall be final and binding on the parties except as provided for in MGL Ch. 150C and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the arbitrator's service and the proceedings shall be borne equally by the Town and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available to the other party and to the arbitrator.

ARTICLE 8

COURT TIME

Any Officer required to appear in any Judicial or Quasi-Judicial proceeding as part of his/her duties after his regular shift is over, or during a day off, shall receive compensation as follows:

(A) For appearance in said Judicial or Quasi-Judicial (criminal, civil, or civil service appearance if on behalf of the Town) proceedings pay at time and one half (1½) with a minimum of three (3) hours.

(B) If any Officer assigned to the "swing shift" is scheduled for court prior to their assigned double shift (1600-2400, 0000-0800), at the discretion of the Police Chief the Officer may be given either the 1600-2400 hour shift or the 0000-0800 shift off in lieu of receiving overtime for the court appearance, if the court appearance continues past 12 p.m.

(C) If the Officer is scheduled for court after the assigned double shift, (1600-2400, 0000-0800), at the discretion of the Police Chief the officer may be given either the 1600-2400 or 0000-0800 shift off, in lieu of receiving overtime for the court appearance.

(D) An Officer shall be provided use of a Town vehicle or paid mileage, at the Town's standard rate, if requested to attend court other than Attleborough District Court.

ARTICLE 9

HOLIDAYS

(A) The following days shall be considered holidays:

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

The actual date of the holiday shall be the day recognized as that particular holiday by the Commonwealth of Massachusetts.

(B) Each employee shall receive for each of the said holidays, holiday pay in the amount of one fifth (1/5) of his regular weekly wage for that week and shall be paid to each employee regardless of whether or not he performs any duties on such holiday. Employee shall be entitled to an additional day off in lieu of holiday pay, to be taken within the contract year with the prior approval of the Chief of Police. Employees shall work either the scheduled day before or the scheduled day after the said holiday, unless verified sick leave is taken, or the provisions of Article 11, Section (C) apply.

(C) Total paid holidays shall not exceed twelve (12) in any one year but employees are guaranteed twelve (12) paid holidays as outlined above.

(D) Any officer scheduled to work a Holiday shall be paid at the rate of time and one-half.

(E) An officer will be allowed to use the so called "Floating Holiday" upon appropriate prior notice to the Department.

ARTICLE 10

SICK LEAVE PROGRAM

(A) Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

Contraction of contagious diseases, illness or injury, except where directly traceable to employment by other than the Town.

(B) The Town reserves the right to account for sick leave on a per hour, per shift, per week, or per payroll period basis. Full time employees shall be entitled to sick leave as follows:

One and one-half (1½) days per month-accumulative to eighteen (18) days per year with unlimited total accumulation.

(C) Sick leave shall accumulate during leave of absence with pay, during authorized sick leave and during vacation time.

(D) The Police Department shall maintain a record of each employee's unused accumulated sick leave. A summary of such records shall be furnished to the Police Union during January and July of each year.

(E) The Department Head may, if he desires, require the presentation of a doctor's certificate in connection with a request for sick leave; and may, if deemed advisable, send a doctor to investigate any absence alleged to be because of sickness or injury. The cost of obtaining said doctor's certificate or having doctor call at the employee's house will be at the expense of the Town.

The employee shall not be allowed overtime and/or outside details until completing an eight (8) hour regular shift after returning from sick leave. Employees on sick leave shall not leave their home for the eight (8) hour period or that tour of duty from which they are sick unless it is for a doctor's appointment or other emergency, in which case, the employee shall first notify the officer in charge at the Police Station. Such notification shall be logged on the daily log sheet. Sick leave time shall be determined from the time an employee goes on sick leave until the time he returns to duty, excluding days off. In the event an employee takes more than three (3) sick days in a given month, he may be placed on restricted sick leave for a period of three (3) months; whereas, his sick leave time is evaluated. If it meets with the approval of the Chief of Police, the employee shall be taken off restricted sick leave. When an employee is placed upon restricted sick leave, he shall submit a doctor's certificate of each and every sick day taken. Said cost of a doctor's certificate shall be at the employee's own expense and submitted before returning to duty. If an employee can show proof that his illness is legitimate, he shall not be placed on restricted sick leave.

(F) Loss of time directly attributed to injury incurred while performing assigned duties shall not be charged to sick leave.

(G) The physical examination required for each year for full time members of the Police Department shall be paid for by the Town.

(H) The employees shall be entitled to three (3) personal days per contract year and such personal leave days shall not be deducted from the annual sick leave accumulation. An officer taking a personal day will be entitled to work any outside detail he/she is eligible for before or after the duration of the personal day, but not during the duration of the personal day. Employees shall be entitled to three (3)

personal days per contract year and such personal leave days shall not be deducted from the annual sick leave accumulation. Employees shall be required to give the Chief of Police at least twenty-four (24) hours notice of the taking of a personal day, unless said notice is impossible.

(I) The employee who dies or retires shall, as provided herein, receive a sum equal to one-half (1/2) of said employee's accumulated sick time, the total of which shall not exceed one hundred eighty (180) days. Accumulated sick leave shall not exceed three hundred sixty (360) days. This sum shall be paid at the employee's rate of pay at the time of his/her death or retirement. For employees hired after July 1, 2005, the employee who dies or retires shall, as provided herein, receive a sum equal to one-half (1/2) of said employee's accumulated sick time, the total of which shall not exceed ninety (90) days. Accumulated sick leave shall not exceed one hundred eighty (180) days. This sum shall be paid at the employee's rate of pay at the time of his/her death or retirement. Retirement for the purpose of this section shall mean retirement from the Bristol County Retirement System.

Effective July 1, 2017, an employee who retires from the Bristol County Retirement System as provided herein shall receive sick leave buyback equal to one-half (1/2) of said employee's allowed accumulated sick time as set forth above, payable in three installments as follows:

1. The first of three installments shall be paid after the first Town Meeting funding opportunity that follows the date of retirement;
2. The second of three installments shall be made after the next Town Meeting funding opportunity that follows payment of the first installment or within twelve (12) months of the date of the first installment, whichever occurs sooner; and
3. The third of three installments shall be made after the next Town Meeting funding opportunity that follows payment of the second installment or within twelve (12) months of the date of the second installment, whichever occurs sooner.

Upon the death of an Employee, reimbursement will be to the spouse, the estate, or any person previously designated by the Employee and on file in the Treasurer's office, in one lump sum.

(J) An Employee may use one-half (1/2) sick day for personal reasons for each calendar quarter in which no sick days and family sick days are used for illness reasons. Effective July 1, 2013, sick personal time carryover is limited to sixteen (16) hours.

(K) After twelve (12) months of continuous full-time employment as a police officer in the Norton Police Department, an Employee shall be permitted to utilize ten (10) days of his/her accumulated sick leave each year to care for a sick or injured member of his immediate family. For purposes of this provision, immediate family shall be defined as spouse, child, mother, father, brother, sister, grandparent or any person residing as a permanent member of an Employee's household. Any family sick leave of a duration of three (3) consecutive days shall be substantiated by a doctor's certificate at the Employee's expense prior to the payment of the family sick leave. Any family sick leave of a duration of more than three (3) consecutive days shall be substantiated by a doctor's certificate at the Employee's expense prior to the continued payment of the family sick leave. The Department Head shall require written substantiation in a form deemed acceptable by the Department Head, of family sick time use of more

than five (5) days in a given year. Further, the use of family sick leave may be considered an abuse of the Sick Leave Program in addition to the provisions of Section (E) above. The Employee shall not be allowed overtime and/or outside details until completing an eight (8) hour regular shift after returning from family sick leave unless the sick leave is substantiated in writing to the Chief. Said substantiation may be in the form of a doctor's certificate or a letter or email from the Employee justifying the sick leave.

(L) Effective July 1, 2023, officers who test positive for COVID 19 (or variant) will be granted five days of leave for each occurrence. The officer will provide the Chief or his designee with written documentation of positive PCR test or equivalent. This leave will not be taken from the officer's sick bank.

ARTICLE 11

VACATIONS

(A) An annual vacation with pay for full time employees covered by this Agreement shall be as follows:

1. On completion of six (6) months service, full time employees shall receive one (1) week of vacation. On completion of the probationary period, full time employees shall receive one (1) week of vacation.
2. On completion of two (2) years service, full time employees shall receive two (2) weeks vacation.
3. On completion of three (3) years service, full time employees shall receive three (3) weeks vacation.
4. On completion of eight (8) years service, full time employees shall receive four (4) weeks vacation.
5. On completion of ten (10) years service, full time employees shall receive five (5) weeks vacation.
6. On completion of twenty (20) years service, full time employees shall receive six (6) weeks vacation.
7. On completion of twenty-three (23) years service, full time employees shall receive seven (7) weeks of vacation. Effective July 1, 2013, this provision shall be deleted in its entirety, thereby eliminating the seventh week of vacation.
8. The Town reserves the right to account for vacation on a per hour, per shift, per week, or per payroll period basis.

(B) Where practicable, vacations will be granted on a first come first serve basis. Simultaneous requests will be decided by seniority. Vacation time earned by a full time employee shall be taken within the calendar year in which said vacation is earned. Vacation time earned but not taken by a full time employee within the calendar year in which it was earned shall be forfeited. However, an employee unable to take his vacation because of an on duty injury shall have his vacation entitlements credited to him on his return to duty, no matter how long he is out.

(C) A regular vacation week will be five (5) working days. In addition to the regular vacation week, police officers hired prior to July 1, 2005, will be granted an additional two (2) vacation days for each regular vacation week they are entitled to under Section A of this Article. However, the use of the additional two (2) vacation days per vacation week is restricted to occasions when the vacationing police officer does not need to be replaced by another police officer who would receive time and one-half pay to cover the open shift.

(D) If less than seventy-two (72) hours notice is given, vacation shall not be granted until the shift is filled. However, single vacation days may be taken upon two (2) hours notice, with prior approval of the Chief of Police or his designee.

(E) Pay checks for vacation week or weeks shall be paid on the last pay period prior to the start of vacation. One (1) weeks advance notice in writing to the Chief of Police is required.

(F) At the option of the Employee, the Town will buyback from the Employee up to a total of fourteen (14) unused vacation days per year at a rate of sixty-seven (67%) percent of the Employee's base rate of pay, inclusive of shift differential and Detective pay, if applicable, but excluding all other amounts. To be eligible for such buyback, the Employee must notify the Chief in writing by July 1st or December 15th of each year of the number of days the Employee wishes for the Town to buy back.

ARTICLE 12

OTHER LEAVES OF ABSENCE

(A) Subject to the operating needs of the Department, determined by the Chief of Police, leave of absence without loss of pay will be permitted for the following reasons:

1. Inoculation required by the Town;
2. Red Cross blood donations authorized by the Department;
3. Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the Department;
4. Medical examination for retirement purposes;
5. Attendance at educational programs authorized by the Town.

(B) Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) calendar days and the Town will pay only the difference between reserve pay and regular pay.

In the event of the death of a spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or guardian in the immediate family of an employee with six (6) or more months of continuous active service three (3) consecutive tours of duty of bereavement leave without loss of pay shall be granted. On any day on which an officer is granted bereavement leave, the officer shall be prohibited from working any overtime or details. It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this section shall not be deducted from sick leave. In the event of a death of an aunt or uncle of an officer or an officer's spouse, said officer shall be given one day off to attend the funeral.

If a member granted such leave without loss of pay under this section requires additional leave for such purposes, or in the event of a death in the immediate family of an employee not entitled to leave without loss of pay under this Section, leave for such purpose shall be deducted from sick leave allowance, if any.

(C) All other leaves of absence shall be governed by M.G.L. c. 31, Section 37.

(D) Any officer directly involved in a gun-shoot incident in which a suspect in crime is the recipient of gun-shoot injury or is killed shall be given one (1) calendar week off with pay, and the time off shall not be charged to the officer's sick leave. The Town will provide counseling for the officer(s) involved in said incident. The officer will be given time off from his/her shift with pay to attend counseling session(s). The officer will not be eligible to work overtime during the aforementioned one (1) week leave of absence.

ARTICLE 13

HOURS OF DUTY

(A) The schedule of working hours for Employees of the Police Department shall be as follows:

FIRST SHIFT	12 Midnight to 8:00 a.m.
SECOND SHIFT	8:00a.m. to 4:00p.m.
THIRD SHIFT	4:00p.m. to 12 Midnight
FOURTH SHIFT	Two 4:00p.m. to 12 Midnight
	Two 12 Midnight to 8:00a.m.

(B) All Patrolmen of the First, Third, and Fourth Shifts shall be paid a differential of nine percent (9%) in their weekly salary.

(C) All employees of each shift shall be entitled to one (1) thirty (30) minute break within the eight (8) hour shift, to be taken at the discretion of the Chief of Police or Supervisor of the Shift.

(D) Payroll Period: The payroll period shall commence at 12:01a.m. Sunday and end at 12:00 Midnight on the second following Saturday.

(E) Four (4) and two (2) Schedule Definition: The 4 and 2 work schedule shall be defined as a work cycle which repeats the following pattern every six (6) consecutive days off, and such work cycle shall continue in the same manner for the term of this Agreement. See attached copy of work schedule.

(F) Any hours worked by the Bargaining Unit members between the hours of 4:00 p.m. and 8:00 a.m. shall be paid for at the night differential rate.

(G) Any employee not working on a 4 & 2 schedule as defined above shall be awarded seventeen (17) extra days off a year, to be taken as one day off every three (3) weeks.

(H) The Chief of Police in the sole exercise of his discretion may assign bargaining unit members to the Detective Bureau notwithstanding any provision of this Agreement to the contrary.

ARTICLE 14

SAFETY AND HEALTH

(A) Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of an employee's Superior Officer and shall be a subject of grievance hereunder.

(B) The Town and the Union shall establish a joint Police Safety Committee consisting of not more than two (2) representatives of each party for the purpose of promoting sound police practices and rules. Members of this Committee shall serve without pay.

(C) The Union recognizes that the Town is a member of the Southeastern Massachusetts Health Group for the purpose of procuring health insurance for its active and retired employees, and as a result, is unable to assure that the health insurance plan(s) in effect on the date of this Agreement will remain in force for the duration of the Agreement.

The Union acknowledges its obligation under G.L. c. 32B, §3, to appoint or elect a bargaining unit member to serve on the Town's Insurance Advisory Committee ("IAC") and shall appoint/elect such member upon notice from the Town that it intends to convene the IAC. If the Employer contemplates any changes in the payment percentages, the Employer shall negotiate such changes in good faith according to applicable laws.

Effective July 1, 2010, the percentage rate the Town will contribute toward the Town's health insurance plan shall be seventy-five (75%) percent.

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

The Union acknowledges that the Town has met its obligation under M.G.L. Chapter 150E to bargain the impact over the change from the Tier II to Tier III pharmacy benefit covered by the Town's group health insurance plan and, as a result, the Union members will assume the responsibility of paying the increased co-payments for prescription drugs.

(D) The Town shall deduct the employee's share for his health insurance and life insurance on a payroll period basis.

(E) The present life insurance program will be continued during the life of this Agreement with a maximum of Four Thousand (\$4,000.00) Dollars.

(F) The Town agrees to procure a group dental insurance plan for its employees provided the employees pay 100% of the insurance premiums.

(G) The Town agrees to add a new payroll deduction for disability insurance coverage provided the Union members pay one hundred (100%) percent of the premiums.

ARTICLE 15

DISCIPLINARY ACTION

All permanent employees shall have all the rights reserved to them under Civil Service pertaining to the removal, dismissal, discharge or suspension. If a charge is made or is to be made and the Town Manager has a witness present at such inquiry, the Officer in question shall have the right to have a witness or representative at such inquiry. Whenever the appointing authority or its designated agent makes such inquiry into the conduct of an Officer, said Officer shall be advised of his rights to be represented by counsel of his choice or Union representative at such inquiry. Nothing in this Article shall be interpreted or construed in any way so as to abridge the right of the appointing authority or its designated agent from requiring written reports from any member of the bargaining unit.

It is agreed that no action of any kind shall be taken on complaint against any Officer provided that the complaint is not criminal in nature, unless the complaint is submitted to the Chief of Police in writing, signed by the complainant and setting forth the place, date, time, and circumstances of the matter complained of.

Upon receipt of a signed, written complaint, the Chief of Police shall have fourteen (14) days in which to notify any and all officers named in the complaint of its existence and the charges laid against them. During this period the Chief of Police shall investigate or cause to be investigated these charges with or without knowledge of the officers named in the complaint. No disciplinary action of any kind may be imposed on any officer as the result of a complaint until he/she has been notified of the complaint and given the opportunity to respond to it.

ARTICLE 16

STABILITY OF AGREEMENT

(A) No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

(B) The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or provision, and the obligations of the Union and the Town to such future performances shall continue in full force and effect.

ARTICLE 17

UNIFORMS AND EQUIPMENT

(A) The Town shall furnish the members of the Police Department with ASP Batons, two (2) pairs of handcuffs, a baton holder, a handcuff holder, body armor, breast plates, hat, badges, semi-automatic handguns, holsters, Sam Brown style duty belts, flashlights, light bulbs, and batteries/battery pack.

(B) Effective July 1, 2005, all full-time police officers, including provisional officers, shall be allowed a yearly uniform allowance of One Thousand Four Hundred and No Hundredths (\$1,400.00) Dollars. Thereafter, the yearly uniform allowance shall be as follows:

Effective July 1, 2009	\$ 1,500.00
Effective July 1, 2010	\$ 1,550.00
Effective July 1, 2013	\$ 1,650.00

Payment of said allowance shall be via separate checks in two (2) equal lump sums, the first to be paid on or before July 31 and the second to be paid on or before January 1.

(C) A Probationary or Provisional Police Officer shall, upon initial appointment to the Police Department, provide, at his/her expense, the complete, necessary uniforms for a Police Officer in the Town of Norton. If the said Officer continues in employment as a Police Officer after the first anniversary date of such initial employment he/she shall be reimbursed provided receipts for such uniforms have been submitted to the Chief, up to the amount of clothing allowance provided for herein.

(D) The Department will maintain a supply of riot helmets, and a tear gas kit and gas and gas masks.

(E) Each Police Officer will be supplied with O/C Pepper Spray after proper training. This will include the canister and holster. The canister will be refilled when empty.

(F) Each Police Officer will be supplied with ammunition for the purpose of firing range practice. A minimum of fifty (50) rounds per man per month will be supplied. The Town will pay all fees for firearm licenses that police officers are required to possess by statute or department regulations.

(G) Each Police Officer assigned to the Police Department Bicycle/Motorcycle Unit will receive an additional annual uniform allowance of Two Hundred (\$200) Dollars. Payment of said allowance will be made on or before July 1, 1999. July 1, 2000 \$250.00, July 1, 2001 \$300.00. Effective July 1, 2008, the Bicycle uniform allowance shall increase to \$350.00; the Motorcycle uniform allowance shall remain at the current level.

(H) Damaged Equipment. Any equipment or clothing (including, but not limited to: uniforms, coats, boots, eyewear, watches, and flashlights) that are damaged or destroyed in the performance of an officer's duties, shall be replaced immediately and billed to the Town of Norton. The Town of Norton shall then receive any reimbursements from the Courts and/or insurance companies.

ARTICLE 18

SENIORITY

(A) Seniority in the Police Department shall commence from the date of appointment under Civil Service as a full time member. Members of the Department who were appointed by means other than Civil Service appointment shall date their seniority time from the date of their original full time appointment by the appropriate authority of the Town of Norton.

(B) Seniority shall not be broken by vacation time, sick time, injury time, or call to military service for the duration.

(C) If an employee resigns voluntarily and is rehired by the Town at a later date, he will be entitled to retroactive time after two (2) years of service from the date of rehiring. If he is discharged for just cause, he shall lose all seniority.

(D) In the event of a reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority in accordance with Civil Service requirements.

(E) Whenever a permanent opening occurs in any shift, due to discharge, retirement, resignation or death, a notice shall be posted for three (3) days and the applicant with the greatest seniority shall be awarded the opening unless a good reason exists for not doing so. This in no way interferes with temporary transfer between shifts regardless of seniority, when in the opinion of the Chief of Police, the occasion warrants this action. However, in any event, temporary transfer shall not be for a period in excess of forty-five (45) days.

(F) It is further agreed that if an employee is absent from duty for extended periods of time by reason of excused leaves of absence, extended illness, on the job injury, or other such matters, the employee, upon return to duty, shall return to the shift he occupied prior to the extended absence and any employee filling in during the absence shall also return to his former shift. This subsection shall not apply if the period of absence is in excess of sixty (60) days.

(G) Effective upon execution of the Agreement, when a Sergeant or the Lieutenant is absent from any shift, the senior man by badge number that is working, regardless of what shift that senior man may normally work, will be the Shift Commander. This is to be the rule with the only exception being when the Chief of Police, for any reason, designates someone other than the senior officer. A patrolman designated by the Chief of Police as an officer in charge and the Superior Officer of the shift shall not be off duty on the same shift. The Chief shall designate a patrolman as an alternate officer in charge for each shift unless, at the time of said designation, he determines that there is no patrolman on a particular shift who meets the chief's criteria for alternate officer in charge on said shift. In the event the Chief designates an alternate officer in charge, the Superior Officer or the designated officer in charge or the designated alternate officer in charge must be on duty for each shift. Should the Chief determine that an alternate officer in charge should not be designated for a shift, the designated officer in charge of that shift may swap with another designated officer in charge or designated alternate officer in charge if he cannot take a day off because his sergeant is already off duty that day. The Chief shall update Special Order 1989-17 and in the future notify the Association of any changes in said designation.

ARTICLE 19

OVERTIME

(A) All authorized or scheduled work in excess of eight (8) hours in any shift or over an average of 37.5 hours in one work cycle as defined in Article 13(E) shall be paid at the overtime rate and one-half (1½) of the employee's hourly base rate of pay.

(B) Employees authorized and required to return to duty after the terminal hour of their regular tour shall be paid overtime with a minimum of four (4) hours.

(C) Employees directed by the Chief of the Department to attend schools or other courses of instruction at a time other than and in addition to their regular tour of duty shall be paid overtime.

(D) Full time Patrolmen shall receive first call for extra tours of duty not filled by a full-time Patrolman within his usual duty assignment. The records shall show the date of call and response from each person called, as to whether it was refused or there is no answer. If a man refuses, he will automatically be passed by until a complete call of the list has been made. This list shall allow for a uniform method of rotation on a voluntary basis of off-duty full-time Patrolmen. There shall be no discrimination against any employee who declines to work, except in cases of emergency. No full-time Patrolman shall work more than sixty-four (64) hours in any work week except in an emergency. Hours of pay for holidays shall not be counted as hours worked in computing the sixty-four (64) hours in the previous sentence. Court time within a regular tour of duty shall be included within the meaning of this restriction. Court time outside a regular tour of duty shall not be included within the meaning of this restriction. The parties agree to continue the manner in which overtime is assigned and the Association specifically waives any rights it might have obtained in the so-called patrolman for patrolman grievance award.

(E) Officers are eligible to work overtime during their vacation time, compensatory time and personal time so long as said overtime is not during the hours of their regularly scheduled tour of duty.

ARTICLE 20

TEMPORARY SERVICE OUT OF RANK

(A) Members of the Department who are ordered to serve temporarily in a higher rank for a period of at least three (3) consecutive scheduled days of work shall be compensated at the rate in the higher classification next above his current rate.

(B) The Chief shall be required to order an employee to so work by at least the third day when a supervisory officer is not scheduled for the shift. The compensation shall be only for the particular shift where the Chief orders the bargaining unit employee to work as officer in charge.

(C) On those occasions when a supervisory officer is on a vacation of a week or more then the Chief shall order a bargaining unit employee to be in charge on the first day of vacation of the supervisory officer.

(D) However, on those occasions, when a particular Patrolman has been designated an officer in charge under this article and a supervisory officer works on that shift, as an extra shift, then that officer in charge shall not receive the additional compensation for that particular shift, but shall be required to again start the three (3) day cycle referred to in paragraph A above.

ARTICLE 21

EDUCATIONAL ASSISTANCE

Effective July 1, 2013, the Educational Assistance benefit will be included in the base salary and considered regular compensation for the calculation of overtime, holiday, personal time, vacation time, and retirement where applicable by law. Said rate will be effective on the next following July 1 of each year. Police Officers shall receive the following annual educational incentive payments:

Effective:	Associate's Degree	Bachelor's Degree	Master's Degree
07/01/05	\$ 3,250.00	\$ 5,250.00	\$ 6,250.00
07/01/06	\$ 3,500.00	\$ 5,500.00	\$ 6,500.00
07/01/07	\$ 3,750.00	\$ 6,500.00	\$ 7,500.00
07/01/13	\$ 4,000.00	\$ 6,750.00	\$ 7,750.00
07/01/15	\$ 4,700.00	\$ 7,450.00	\$ 8,700.00
07/01/16	\$ 5,600.00	\$ 8,350.00	\$ 9,600.00
07/01/17	\$ 6,250.00	\$ 9,000.00	\$ 10,300.00
07/01/18	\$ 6,900.00	\$ 9,650.00	\$ 10,950.00
07/01/19	\$ 7,550.00	\$ 10,300.00	\$ 11,600.00
07/01/20	\$ 7,550.00	\$ 10,800.00	\$ 12,500.00
07/01/21	\$ 7,550.00	\$ 11,300.00	\$ 13,600.00
07/01/22	\$ 7,550.00	\$ 11,800.00	\$ 14,800.00
07/01/23	10% of base pay wage	20% of base pay wage	25% of base pay wage

A police officer with an Associate's Degree or Bachelor's Degree in a non-law-enforcement program shall receive the same educational incentive payments.

~~Employees hired prior to July 1, 2005, shall receive Four Hundred and No Hundredths (\$400.00) Dollars for fifteen (15) college credits, Six Hundred and No Hundredths (\$600.00) Dollars for thirty (30) college credits and Fourteen Hundred and No Hundredths (\$1,400.00) Dollars for ninety (90) college credits.~~

The Town will reimburse any Employee hired prior to July 1, 2005 for costs incurred for books or other required materials, and all other required fees for any courses leading to a Juris Doctor. Employees hired on or after July 1, 2005 shall be reimbursed for up to seventy-five percent (75%) of such costs and fees. Any Employee who chooses to pursue a Juris Doctorate degree agrees to remain as an employee of the Town for at least five (5) years after completing this degree. If the employee leaves voluntarily or is terminated prior to said periods, the employee will reimburse the Town on a pro rata basis for the cost related to the educational program. The Employee will not be responsible for any balance of time or monies owed if separation is caused by death or disability.

The Employee shall provide proof of the degree or courses from a University, College, or Institution approved by the Massachusetts Department of Education and such proof shall be presented to the Chief of Police for approval, including employees enrolled in a Law Enforcement Degree Program, before receiving any payment under this Article.

The Town will reimburse any Employee hired prior to July 1, 2005 for tuition costs incurred for any college courses leading to a degree in Law Enforcement program, and for costs incurred for any books required for said courses. Such reimbursement shall be applicable within thirty (30) days following submission to the Town of receipts for tuition and books, and proof of satisfactory completion with a passing grade for said courses. Employees hired on or after July 1, 2005 shall be reimbursed for up to seventy-five percent (75%) of such costs.

Any Employee pursuing an academic degree in Law Enforcement must not have more than an absence of six (6) months between completing one semester and beginning the next in pursuit of the aforementioned degree to qualify for college credit payment and/or tuition and books.

ARTICLE 22

INDEMNIFICATION OF POLICE OFFICERS

(A) Employees shall continue their regular compensation during any period of absence from duty because of disability (total or partial) resulting from personal injury, sickness, or illness arising out of and in the course of their employment hereunder; or arising out of the ordinary risks of the street while on duty.

(B) The Town shall also pay all hospital and medical expenses not paid by town health insurance, hospitalization, disability, or similar coverage subscribed to through the Town, incurred by employees as a result of such personal injury, sickness or illness, excluding herefrom, any insurance policy and

coverage, including payments made thereunder, wholly purchased by an employee, or through a personally paid group policy.

(C) The Town reserves the right to assign a medical care/case manager to an employee injured in the line of duty. Said medical care/case manager will meet with the employee in a timely manner for the purpose of ascertaining the extent of the line of duty injury and to subsequently direct and monitor the medical treatment for said injury. The expense of the retaining of a medical care/case manager will be paid by the Town.

ARTICLE 23

EXTRA PAID DETAILS

(A) The assignment of the employee to extra paid details shall be made by the Chief or his designee on a voluntary basis and shall be distributed by seniority. The record shall indicate the date of the call and the response from each officer called, as to whether it was refused, or if no answer. If an officer refuses, said officer will automatically be passed by until a complete call of the list has been made. This list shall allow for a uniform method of rotation on a voluntary basis of off duty officers. The parties agree that where the Town is the awarding authority, the Chief shall determine if a detail is necessary. In those cases where the Chief determines that a detail is necessary, traffic control at all construction/utility work sites shall remain the exclusive province of all sworn officers of the Norton Police Department. If such details cannot be filled with Norton Police Department officers, those details may be outsourced to other police departments in accordance with policies and procedures.

(B) No such assignment shall be made until the person or organization requesting the service has agreed, for private details, to pay the Town for the employees covered under this contract so assigned at the rate equal to one hundred nineteen percent (119%) of the time and one half (1 ½) rate of a top step patrol officer or, for details requested on behalf of the Town or any of its departments, including chapter 90 projects, at the rate equal to the assigned officer's time and one half (1 ½) rate. Effective July 1, 2009, details requested by the Town or any of its departments will be paid at a rate equal to thirty nine dollars (\$39.00) per hour and night differentials and the provisions of section (D) will no longer apply. Effective July 1, 2010, details requested by the Town or any of its departments will be paid at the rate of forty dollars (\$40.00) per hour and night differentials and the provisions of Section (D) below will not apply. In no event thereafter shall the Town Detail Rate fall below the assigned officer's time and one half (1 ½) (overtime) rate. In the event Town details revert to the time and a half (overtime) rate, the applicable night differential and provisions of Section (D) will be reinstated and prevail. Effective July 1, 2023, the base rate for private detail pay shall be adjusted to \$74 per hour. This will be adjusted on July 1, 2024 to increase by 2.5% and continue to adjust with the salary schedule percentage increases.

(C) No such assignment shall be made to Special Police Officers unless no full time employee is available.

(D) No full time employee or Special Officer shall be paid at a rate or rates less than set forth in the rate schedule of this Agreement, for assignments referred to in this Article, after eight (8) hours working the same detail, officers shall receive an additional \$5.00 an hour for time worked at said detail.

(E) No such assignment shall be made until a written request is submitted by the authorized representative of the organization to the Chief of the Department, and the person or organization. In the case of an extreme emergency, the written request shall be waived.

(F) A detail that is cancelled out must be in writing forty-eight (48) hours prior to said detail unless the detail is cancelled by reason of inclement weather, in which case the detail must be cancelled eight (8) hours prior to said detail. If the detail is not cancelled within the time limits hereinbefore prescribed, the Police Officer so assigned shall be paid the minimum four (4) hour detail.

(G) Officers are eligible to work outside details during their vacation time and compensatory time off.

(H) Officers are allowed to work outside details while they are assigned to training classes, so long as it is prior to, or after, said training hours.

(I) Officers working any detail that goes over four (4) hours will receive a minimum of eight (8) hours pay. Details that are requested on behalf of the Town of Norton or any of its departments are excluded from this paragraph.

(J) Officers working any details where alcohol is being served, poured, or consumed will receive an additional Five and No Hundredths (\$5.00) Dollars per hour.

ARTICLE 24

SALARY SCHEDULE

Section 1:

A. Weekly Salary Schedule for Norton Police Officers:

LENGTH OF SERVICE	EFFECTIVE				
	07/01/11	01/01/13	07/01/13	01/01/14	06/30/14 at 23:59:59
First Year	\$ 762.37	\$ 777.62	\$ 777.62	\$ 793.17	\$ 809.03
Second Year	\$ 823.29	\$ 839.76	\$ 839.76	\$ 856.56	\$ 873.69
Third Year	\$ 931.65	\$ 950.28	\$ 950.28	\$ 969.29	\$ 988.68
Seventh Year	\$ 959.87	\$ 979.07	\$ 979.07	\$ 998.65	\$ 1,018.62
Eighteenth Year	N/A	N/A	\$ 1,018.23	\$ 1,038.59	\$ 1,059.36

The foregoing salary table has been amended:

1. To reflect the following base wage increases:

07/01/11	Zero (0%) Percent
01/01/13	Two (2%) Percent
01/01/14	Two (2%) Percent
06/30/14 at 23:59:59	Two (2%) Percent

2. To add a wage step of four (4%) percent above the next highest step after completion of the seventeenth (17th) year of service effective July 1, 2013.

B. Bi-Weekly Salary Schedule for Norton Police Officers effective July 1, 2014:

STEPS	EFFECTIVE					
	07/01/14	07/01/15	07/01/16	07/01/17	07/01/18	07/01/19
Step 18	\$ 2,182.73	\$ 2,226.38	\$ 2,270.91	\$ 2,316.33	\$ 2,362.66	\$ 2,409.91
Step 10	\$ 2,098.77	\$ 2,140.75	\$ 2,183.57	\$ 2,227.24	\$ 2,271.78	\$ 2,317.22
Step 7	\$ 2,057.62	\$ 2,098.77	\$ 2,140.75	\$ 2,183.57	\$ 2,227.24	\$ 2,271.78
Step 3	\$ 1,997.14	\$ 2,037.09	\$ 2,077.83	\$ 2,119.39	\$ 2,161.78	\$ 2,205.02
Step 2	\$ 1,764.85	\$ 1,800.15	\$ 1,836.15	\$ 1,872.87	\$ 1,910.33	\$ 1,948.54
Step 1	\$ 1,634.24	\$ 1,666.92	\$ 1,700.26	\$ 1,734.27	\$ 1,768.96	\$ 1,804.34

C. Bi-Weekly Salary Schedule for Norton Police Officers effective July 1, 2020:

STEPS	EFFECTIVE		
	07/01/20	07/01/21	07/01/22
Step 25	\$ 2,581.01	\$ 2,632.63	\$ 2,685.28
Step 18	\$ 2,458.11	\$ 2,507.27	\$ 2,557.42
Step 10	\$ 2,363.56	\$ 2,410.83	\$ 2,459.05
Step 7	\$ 2,317.22	\$ 2,363.56	\$ 2,410.83
Step 3	\$ 2,249.12	\$ 2,294.10	\$ 2,339.98
Step 2	\$ 1,987.51	\$ 2,027.26	\$ 2,067.81
Step 1	\$ 1,840.43	\$ 1,877.24	\$ 1,914.78

D. Bi-Weekly Salary Schedule for Norton Police Officers effective July 1, 2023:

STEPS	EFFECTIVE		
	7/1/2023	7/1/2024	7/1/2025
Step 25	\$ 2,752.41	\$ 2,821.22	\$ 2,891.75
Step 18	\$ 2,621.36	\$ 2,686.89	\$ 2,754.06
Step 10	\$ 2,520.53	\$ 2,583.54	\$ 2,648.13
Step 7	\$ 2,471.10	\$ 2,532.88	\$ 2,596.20
Step 3	\$ 2,398.48	\$ 2,458.44	\$ 2,519.90
Step 2	\$ 2,119.51	\$ 2,172.50	\$ 2,226.81
Step 1	\$ 1,962.65	\$ 2,011.72	\$ 2,062.00

All wages will be paid via direct deposit in the Employee's bank of choice.

Section 2:

It is agreed that Patrolmen working in the capacity as Detective shall receive an additional six percent (6%) of their base pay.

Section 3: Longevity

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

LENGTH OF SERVICE	PAYMENT SCHEDULE			
	Current	Effective July 1, 2009	Effective July 1, 2010	Effective July 1, 2012
After five (5) years	\$100.00	None	None	None
After ten (10) years	\$150.00	\$300.00	\$500.00	\$ 750.00
After fifteen (15) years	\$200.00	\$400.00	\$600.00	\$ 850.00
After twenty (20) years	\$250.00	\$500.00	\$700.00	\$ 950.00
After twenty-five (25) years	None	\$750.00	\$800.00	\$1,050.00

Said payment to be made via separate check on the first normal pay day in December next following the anniversary date of the employee's service to the town through June 30, 2012. Employees receiving salary augmentation benefits under Article 33 shall not be eligible to receive longevity benefits under this section.

Effective July 1, 2013, the longevity benefit will be included in the base salary and considered regular compensation for the calculation of overtime, holiday, personal time, vacation time, and retirement where applicable by law. Said rate will be effective on the next following July 1 of each year.

Section 4:

Provisional officers shall receive a one step increase after completion of one of year service.

ARTICLE 25

MISCELLANEOUS

(A) Space will be provided at Police Headquarters at places of assembly of the employees for Union bulletin boards of reasonable size, supplied by the Union, for posting of announcements relating to Union business.

(B) Copies of general orders, special orders, and personnel orders from the Chief, currently in effect, shall be supplied to the Union, and copies of such orders issued subsequent to the Union at the time of issuance.

(C) Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal of competent jurisdiction, or if compliance with reinforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force and the parties shall negotiate immediately for a satisfactory replacement for any such provisions.

(D) MAINTENANCE OF PRIVILEGES. It is agreed that any and all privileges enjoyed by the employees prior to the date of this Agreement, will not be denied them except as agreed herein because of the signing of this Agreement.

The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Chief, except as specified in Article 6. In the event any statute(s) relating to members of the Police Department establishes benefits or provisions of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail, providing that the Town shall have accepted such legislation, of permissive in nature. In the event that this Agreement provides or sets forth benefits or provisions in excess of more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail.

ARTICLE 26

EMPLOYEE PERSONNEL FILES

Section 1:

Each employee shall have the right to review the contents of his personnel file. Within five (5) working days of the receipt of his written request, an employee will be permitted at a time designated by the Chief to inspect and make copies of the contents of his personnel folder, files, cards, and records. The cost of copying such records shall be incurred by the employee. The employee may have a representative of the Association accompany him during a review of his files.

Section 2:

No material which is in any way derogatory to an employee shall be placed in his personnel file before he has had the opportunity to review such material and reply thereto and unless the material has been substantiated in fact. The employee shall acknowledge that he has received such material by signing his name to the copy to be filed in his personnel file. The employee's signature shall in no way mean that he agrees with the contents of any such material. The employee shall also have the right to answer any such material in writing. His answer shall be submitted to the Chief for review and shall be attached to the material to which it is in answer and filed in his personnel file.

ARTICLE 27

SUFFICIENCY OF FUNDS

This Agreement shall be subject to the provisions in Chapter 150E, Section 7.

ARTICLE 28

LIMITED DUTY

The employer shall have the right to require an employee who is on job-related medical leave or sick leave to work in a limited capacity if a physician certifies that the employee is fit for such duty. The physician shall be either the employer's physician or a physician who is mutually chosen by the employee's physician and the employer's physician.

Duties shall consist of, but are not necessarily limited to, a number of general police responsibilities necessary to the stability and safety of the community.

DUTIES TO WHICH OFFICER COULD BE ASSIGNED

1. Receive all oral communication from the public and law enforcement personnel coming into the station.
2. Record all significant communications as required by current procedure.
3. Answer telephone calls.
4. Clerical
5. Dispatching
6. Typing
7. Filing
8. Maintain portable radios
9. Assist in property and evidence room
10. Teletype operator
11. Fingerprinting
12. Photographing
13. Issuing firearms permits
14. Disseminate and/or filing police reports
15. Breathalyzer operator
16. Supervise prisoners
17. Scheduling maintenance of police vehicles
18. Scheduling work and outside details
19. Court Prosecutor
20. Community Service Officer: Safety education and crime prevention programs
21. Departmental training
22. Any similar limited or light duty task that may arise in unforeseen or emergency situations in which the Police Department is required to perform tasks beyond its normal functions.

ARTICLE 29

INJURED LEAVE RESTRICTIONS

Employees on injured leave who are required as part of the medical treatment to remain at home shall remain at home under the conditions of the so-called Atterbery case.

If the employee's attending physician disagrees as to the remain at home requirement then the decision on the at home requirement shall be made by a third doctor to be chosen by the attending physician of said employee and the Town's physician.

The cost of obtaining the third doctor's decision shall be split by the Norton Police Association and the Town of Norton.

ARTICLE 30

SHIFT EXCHANGE

Each Officer shall be allowed the right to exchange shifts with another employee, provided there is no additional cost to the Town of Norton. The Chief or his designee shall be notified twenty-four (24) hours before the exchange, unless an emergency arises.

ARTICLE 31

SHIFT BIDDING

The parties agree to establish a shift-bidding system based on seniority. The parties agree that three times per year, once between January 1 and January 7, once between May 1 and May 7, and once between September 1 and September 7, all Bargaining Unit members shall be entitled to bid for a position on each of the four (4) shifts as described in Article 13. The positions on said shifts shall be allocated on the basis of the badge numbers of the Bargaining Unit members. The person with the lowest badge number shall be allotted his preference first, and then so on to the highest badge number. Shift changes shall be posted a minimum of seven (7) days prior to taking effect.

The exception to this bidding process shall be that each shift shall, as a result of this process, be manned by a least one Bargaining Unit member of at least three (3) years of service. If such is not the result of the voluntary process, then Officers with at least three (3) years experience as police officers shall be involuntarily assigned to those shifts that have no officer of more than three (3) years experience. The involuntary assignment or assignments, if more than one (1) shift, shall be on an inverse order of police experience starting with the lowest officer having more than three (3) years police experience.

ARTICLE 32

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2023, and continue in full force and effect through June 30, 2026, or until a signed Agreement replaces it.

ARTICLE 33

SALARY AUGMENTATION PLAN

1. Any member of the bargaining unit for the Norton Police Association who has been employed by the Norton Police Department for at least twenty-two (22) years will be eligible to participate in the Salary Augmentation Plan.

2. Any eligible employee who wishes to begin his participation in the Salary Augmentation Plan in any fiscal year must give written notice of his intent to participate to the Chief or his designee by November 1st prior to the start of the fiscal year in which he wishes his participation to begin. The employee's notice of intent should specify the exact date during the following fiscal year as of which he wishes his salary augmentation to begin. If any such employee fails to specify such date, his salary augmentation shall begin on the July 1st following the submission of his notice of intent to the Chief or his designee.

3. Each participating employee's salary shall be augmented in accordance with the schedule set forth in paragraph four (4) for a period of three (3) years from the date as of which his participation in the Plan begins or until his participation in the Plan is suspended after one (1) year on injury leave pursuant to paragraph 11 below or until his employment is terminated by retirement, resignation, dismissal, death or other reason, whichever of the foregoing occurs first.

4. Since the Salary Augmentation Plan has been conceived and formulated as an incentive to members of the bargaining unit to conserve and accrue sick leave, their salary during the period for which they activate their participation in the Plan shall be augmented in accordance with the following schedule:

Accrued Sick Leave Days

Salary Augmentation Plan

120

4%

150

6%

180

9.5%

5. The foregoing salary augmentation percentages shall be paid on a cumulative basis. For example, an employee with 180 or more accrued sick leave days throughout the period of his participation in the Plan shall receive a salary augmentation percentage of 9.5% for the first year, 19% for the second year and 28.5% for the third year. This would equate into an employee with a Fiscal Year 2006 base annual salary of \$40,000.00 and 180 or more accrued sick leave days receiving the following salary:

\$40,000.00	Projected Increase				
Year One	3.3%	\$41,320.00	x 9.5% of Base	\$45,245.40	\$154,314.03
Year Two	3.3%	\$46,738.50	x 9.5% of Base	\$51,178.66	
Year Three	3.3%	\$52,867.56	x 9.5% of Base	\$57,889.97	

6. The foregoing salary augmentation percentages shall be applied on a weekly basis to a salary figure that consists of the following two (2) components:

(A) The applicable base salary for the employee's rank or position as set forth in the contractual salary schedule.

(B) The employee's night differential.

7. The number of sick leave days that an employee has accrued as of the date on which his salary augmentation is scheduled to begin shall determine the percentage amount by which his salary will be augmented under this Plan. That salary augmentation percentage amount shall continue in effect throughout an employee's participation in the Salary Augmentation Plan except provided below:

(A) If during the first twenty four (24) months of an employee's participation in the Salary Augmentation Plan, his utilization of sick leave, reduces the total number of days in his sick leave Accrual as of the start of the following fiscal year to a level that is at least 10% below the qualifying accrual level at which the employee began his participation in the Plan – i.e. to 162 or below if the employee's augmentation percentage is 9.5%, to 135 or below if the employee's augmentation percentage is 6%, or to 108 or below if the employee's augmentation percentage is 4% - the employee's salary augmentation percentage shall as of the start of the next fiscal year be reduced to the next lower salary augmentation percentage – i.e., to 6%, 4% or 0%. The employee shall then remain at the lower salary augmentation percentage level; (1) either until the number of days in his sick leave accrual account is further reduced to a level that is at least 10% below the next level of participation – i.e. to 135 or below if the employee's new augmentation percentage is 6%, or to 108 or below if the employee's new augmentation is 4% - by the start of the next fiscal year in which event his salary augmentation percentage shall be further reduced to either 4% or 0%; or (2) until he is able to build his sick days accrual back up to his original qualifying level of participation – i.e. to 120, 150, 180 sick days – in which event his salary augmentation percentage shall be correspondingly increased to the next higher percentage on the salary augmentation schedule as of the start of the next fiscal year and he shall remain at that level until his sick day accrual either rises to the next higher level or drops to a figure that is at least 10% below his then current level of participation in the manner described

herein. Any period of time during which a participating employee's augmentation percentage is eliminated altogether because his accrual drops below 108 shall not be included in the computation of his three (3) years of eligibility under the Salary Augmentation Plan.

(B) If, during the first twenty-four (24) months of an employee's participation in the Salary Augmentation Plan, his level of utilization of sick days causes the total number of days in his sick leave accrual to rise to the next higher level of participation as of the start of the following fiscal year – i.e. to 150 or to 180 days – the employee's salary augmentation percentage shall be similarly increased as of the start of that fiscal year to the next higher salary augmentation percentage – i.e., 6% or to 9.5%. The employee shall then remain at that higher salary augmentation percentage unless his sick leave accrual is subsequently reduced to the next lower level as described in sub-paragraph (a) above.

(C) Beginning with the start of an employee's 25th month of participation in the Plan, the occurrences that are described in sub-paragraph (a) and (b) shall be handled as follows:

(1) If the total number of days in the employee's sick leave accrual account is reduced below the qualifying level at which the employee began the start of his 25th month of participation – i.e. below 180, 150, 120 – and if none of his sick leave utilization since the start of his 25th month of participation in the Plan is attributable to a "serious health condition" as defined on page 4 of Form WH380 issued by the Wage and Hour Division Of the Employment Standards Administration of the United States Department of Labor as revised in December 1999 ("Form WH380" page 4 of which is attached hereto, listed as "Serious Health Condition") his salary augmentation percentage shall be immediately reduced to the next lower level – i.e. to 6%, 4% or 0% - and it shall remain at that reduced level for the remainder of his participation in the Plan unless there is either (a) a further decrease in his sick day utilization that is not attributable to a serious health condition as defined in Form WH380, to a level that is below the next lower qualifying level – i.e. below 150 or 120 days – in which event his salary augmentation percentage shall be further reduced to the next lower amount – i.e. to 4% or 0% - or (b) a subsequent increase in the number of days in his sick leave accrual account to the next higher qualifying level – i.e. to 120, 150, 180 days – in which event his salary augmentation percentage shall be immediately increased to the next higher level – i.e. to 4%, 6% or 9.5%.

(2) If any sick leave utilization after the start of an employee's 25th month of participation in the Plan is attributable to a serious health condition as defined in Form WH380, the reduction in his salary augmentation percentage that is described in subparagraph (1) above will not be implemented until the total number of days in any such participant's sick leave accrual account is reduced to a level that is at least 10% below the qualifying accrual level at which any such employee began their 25th month of participation in the Plan – i.e. to 162 or below, to 135 or below or to 108 or below.

8. While participating in the Salary Augmentation Plan, an employee shall continue to be eligible for all other contractual benefits except as may be otherwise specified in this Agreement. A participating employee shall continue to accrue sick leave days under Article 10 (Sick Leave Program).

9. Upon the completion of an employee's participation in the Salary Augmentation Plan his salary shall revert to the applicable contractual amount.

10. Upon receiving his first paycheck with the salary augmentation amount included, an employee shall immediately be deemed to have irrevocably waived his eligibility for the sick leave redemption benefit that is set forth in Article 10, Section I.

11. If an employee is injured in the line of duty while participating in the Salary Augmentation Plan and is receiving disability pay pursuant to Chapter 41, Section 111F of the General Laws, his participation in the program will be suspended after one complete fiscal year (July 1st – June 30th) on paid disability leave unless he has already filed for either superannuation or disability retirement, either accidental or ordinary, in which event his participation in the Salary Augmentation Plan will continue as provided in paragraph 3 above.

12. Any employee whose participation in the Plan is suspended pursuant to the preceding paragraph will resume his participation in the Salary Augmentation Plan upon his return to active duty. As such employee's eligibility period shall be adjusted forward by the amount of time that his participation in the Plan was suspended because of his injury leave.

13. An employee may not give notice of his intent to access the Salary Augmentation Plan at a time when he is on disability leave. However, this shall not preclude the participation of an employee who becomes disabled because of a line-of-duty injury incurred between the date on which he gives his written notice of such participation and the date on which his salary augmentation is scheduled to begin. Instead, any such employee will be treated in the same way as an employee who is injured in the line of duty while participating in the Plan as set forth in the paragraphs 12 and 13.

14. In order to enhance the eligibility for participating in the Salary Augmentation Plan of any member of the bargaining unit who was previously laid off and who was permitted to redeem some or all of his unused sick leave days at the time of his layoff, such employees shall be permitted to repurchase some or all of those days at the same price as that for which they were originally redeemed and to include them in their current sick leave accrual.

Effective with Members hired after July 1, 2021

1. Any member of the bargaining unit for the Norton Police Association who has been employed **full time** for at **least twenty-five (25) years** with the Norton Police Department will be eligible to participate in the Salary Augmentation Plan.

2. An employee who has achieved their twenty fifth (25th) anniversary as a full-time employee with the Norton Police Department, may notify the Chief of their intent to participate in the Salary Augmentation Program. They must notify the Chief or his designee by November 1 of their intent to participate. Their salary will be adjusted on the first July 1 following their notice to participate provided they will also have 25 years of full time service as of that time.

3. Each participating employee's salary shall be augmented in accordance with the schedule set forth in paragraph four (4) for a period of three (3) years from the date as of which his participation in the Plan begins or until his participation in the Plan is suspended after one (1) year on injury leave pursuant to paragraph 11 below or until his employment is terminated by retirement, resignation, dismissal, death or other reason, whichever of the foregoing occurs first.

4. Since the Salary Augmentation Plan has been conceived and formulated as an incentive to members of the bargaining unit to conserve and accrue sick leave, their salary during the period for which they activate their participation in the Plan shall be augmented in accordance with the following schedule:

<u>Accrued Sick Leave Days</u>	<u>Salary Augmentation Plan</u>
120	4%
150	6%
180	9.5%

5. The foregoing salary augmentation percentages shall be paid on a cumulative basis. For example, an employee with 180 or more accrued sick leave days throughout the period of his participation in the Plan shall receive a salary augmentation percentage of 9.5% for the first year, 19% for the second year and 28.5% for the third year. This would equate into an employee with a Fiscal Year 2006 base annual salary of \$40,000.00 and 180 or more accrued sick leave days receiving the following salary:

\$40,000.00	Projected Increase				
Year One	3.3%	\$41,320.00	x 9.5% of Base	\$45,245.40	
Year Two	3.3%	\$46,738.50	x 9.5% of Base	\$51,178.66	
Year Three	3.3%	\$52,867.56	x 9.5% of Base	\$57,889.97	
					\$154,314.03

6. The foregoing salary augmentation percentages shall be applied on a weekly basis to a salary figure that consists of the following two (2) components:

(A) The applicable base salary for the employee's rank or position as set forth in the contractual salary schedule.

(B) The employee's night differential.

7. The number of sick leave days that an employee has accrued as of the date on which his salary augmentation is scheduled to begin shall determine the percentage amount by which his salary will be augmented under this Plan. That salary augmentation percentage amount shall continue in effect throughout an employee's participation in the Salary Augmentation Plan except provided below:

(A) If during the first twenty four (24) months of an employee's participation in the Salary Augmentation Plan, his utilization of sick leave, reduces the total number of days in his sick leave Accrual as of the start of the following fiscal year to a level that is at least 10% below the qualifying accrual level at which the employee began his participation in the Plan – i.e. to 162 or below if the employee's augmentation percentage is 9.5%, to 135 or below if the employee's augmentation percentage is 6%, or to 108 or below if the employee's augmentation percentage is 4% - the employee's salary augmentation percentage shall as of the start of the next fiscal year be reduced to the next lower salary augmentation percentage – i.e., to 6%, 4% or 0%. The employee shall then remain at the lower salary augmentation percentage level; (1) either until the number of days in his sick leave accrual account is further reduced to a level that is at least 10% below the next level of participation – i.e. to 135 or below if the employee's new augmentation percentage is 6%, or to 108 or below if the employee's new augmentation is 4% - by the start of the next fiscal year in which event his salary augmentation percentage shall be further reduced to either 4% or 0%; or (2) until he is able to build his sick days accrual back up to his original qualifying level of participation – i.e. to 120, 150, 180 sick days – in which event his salary augmentation percentage shall be correspondingly increased to the next higher percentage on the salary augmentation schedule as of the start of the next fiscal year and he shall remain at that level until his sick day accrual either rises to the next higher level or drops to a figure that is at least 10% below his then current level of participation in the manner described herein. Any period of time during which a participating employee's augmentation percentage is eliminated altogether because his accrual drops below 108 shall not be included in the computation of his three (3) years of eligibility under the Salary Augmentation Plan.

(B) If, during the first twenty-four (24) months of an employee's participation in the Salary Augmentation Plan, his level of utilization of sick days causes the total number of days in his sick leave accrual to rise to the next higher level of participation as of the start of the following fiscal year – i.e. to 150 or to 180 days – the employee's salary augmentation percentage shall be similarly increased as of the start of that fiscal year to the next higher salary augmentation percentage – i.e., 6% or to 9.5%. The employee shall then remain at that higher salary augmentation percentage unless his sick leave accrual is subsequently reduced to the next lower level as described in sub-paragraph (a) above.

(C) Beginning with the start of an employee's 25th month of participation in the Plan, the occurrences that are described in sub-paragraph (a) and (b) shall be handled as follows:

(1) If the total number of days in the employee's sick leave accrual account is reduced below the qualifying level at which the employee began the start of his 25th month of participation – i.e. below 180, 150, 120 – and if none of his sick leave utilization since the start of his 25th month of participation in the Plan is attributable to a "serious health condition" as defined on page 4 of Form WH380 issued by the Wage and Hour Division Of the Employment

Standards Administration of the United States Department of Labor as revised in December 1999 ("Form WH380" page 4 of which is attached hereto, listed as "Serious Health Condition") his salary augmentation percentage shall be immediately reduced to the next lower level – i.e. to 6%, 4% or 0% - and it shall remain at that reduced level for the remainder of his participation in the Plan unless there is either (a) a further decrease in his sick day utilization that is not attributable to a serious health condition as defined in Form WH380, to a level that is below the next lower qualifying level – i.e. below 150 or 120 days – in which event his salary augmentation percentage shall be further reduced to the next lower amount – i.e. to 4% or 0% - or (b) a subsequent increase in the number of days in his sick leave accrual account to the next higher qualifying level – i.e. to 120, 150, 180 days – in which event his salary augmentation percentage shall be immediately increased to the next higher level – i.e. to 4%, 6% or 9.5%.

(2) If any sick leave utilization after the start of an employee's 25th month of participation in the Plan is attributable to a serious health condition as defined in Form WH380, the reduction in his salary augmentation percentage that is described in subparagraph (1) above will not be implemented until the total number of days in any such participant's sick leave accrual account is reduced to a level that is at least 10% below the qualifying accrual level at which any such employee began their 25th month of participation in the Plan – i.e. to 162 or below, to 135 or below or to 108 or below.

8. While participating in the Salary Augmentation Plan, an employee shall continue to be eligible for all other contractual benefits except as may be otherwise specified in this Agreement. A participating employee shall continue to accrue sick leave days under Article 10 (Sick Leave Program).

9. Upon the completion of an employee's participation in the Salary Augmentation Plan his salary shall revert to the applicable contractual amount.

10. Upon receiving his first paycheck with the salary augmentation amount included, an employee shall immediately be deemed to have irrevocably waived his eligibility for the sick leave redemption benefit that is set forth in Article 10, Section I.

11. If an employee is injured in the line of duty while participating in the Salary Augmentation Plan and is receiving disability pay pursuant to Chapter 41, Section 111F of the General Laws, his participation in the program will be suspended after one complete fiscal year (July 1st – June 30th) on paid disability leave unless he has already filed for either superannuation or disability retirement, either accidental or ordinary, in which event his participation in the Salary Augmentation Plan will continue as provided in paragraph 3 above.

12. Any employee whose participation in the Plan is suspended pursuant to the preceding paragraph will resume his participation in the Salary Augmentation Plan upon his return to active duty. As such employee's eligibility period shall be adjusted forward by the amount of time that his participation in the Plan was suspended because of his injury leave.

13. An employee may not give notice of his intent to access the Salary Augmentation Plan at a time when he is on disability leave. However, this shall not preclude the participation of an employee who becomes disabled because of a line-of-duty injury incurred between the date on which he gives his written notice of such participation and the date on which his salary augmentation is scheduled to begin. Instead, any such employee will be treated in the same way as an employee who is injured in the line of duty while participating in the Plan as set forth in the paragraphs 12 and 13.

14. In order to enhance the eligibility for participating in the Salary Augmentation Plan of any member of the bargaining unit who was previously laid off and who was permitted to redeem some or all of his unused sick leave days at the time of his layoff, such employees shall be permitted to repurchase some or all of those days at the same price as that for which they were originally redeemed and to include them in their current sick leave accrual.

ARTICLE 34

TRAINING STIPEND

Effective July 1, 2015, Employees shall be paid an annual training stipend. Such annual training shall include all state and department training requirements which may include but not necessarily be limited to handgun, patrol rifle, less lethal, active shooter, annual in-service and roll call training. The training stipend will be added to the base salary and considered regular compensation for the calculation of overtime, holiday, personal time, vacation time and retirement where applicable by law.

Effective Date:	Amount
July 1, 2015	\$ 1,875.00
July 1, 2016	\$ 2,250.00
July 1, 2017	\$ 2,750.00
July 1, 2018	\$ 3,250.00
July 1, 2019	\$ 3,750.00
July 1, 2020	\$ 4,050.00*
July 1, 2021	\$ 4,150.00
July 1, 2022	\$ 4,250.00
July 1, 2023	\$ 4,350.00
July 1, 2024	\$ 4,650.00
July 1, 2025	\$ 5,050.00

*Increase \$300 effective July 1, 2020. For FY21 this will be a one-time payment after Town Meeting Approval of the contract and will not be included as part of biweekly base salary calculation. All future Training Stipend payments will be according to the language in the current contract.

ARTICLE 35

CIVIL SERVICE

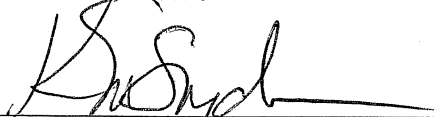
Town agrees to impact bargain any proposal to exit Civil Service with the Norton Police Association/MCOP Local 512 prior to proposing a Warrant Article revoking acceptance of the Civil Service Law. The Town and Union agree to bargain in good faith on all policies necessary for promotions and operation of a non – Civil Service Department.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEAL THIS


21st DAY OF December, 2023.

This contract is executed in five (5) copies, each of which is deemed an original.

FOR THE TOWN OF NORTON,
SELECT BOARD:




Kevin Snyder, Chair



Steven Hornsby, Vice Chair



Alec E. Rich, III, Clerk

Megan Artz


Denise Luciano

NORTON POLICE UNION, BY ITS
PRESIDENT AND BARGAINING
COMMITTEE MEMBERS:

