

11/17/23 TOWN ACCT - 0214
TOWN MGR - 0216
SENA-A - 0219 (2)
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AGREEMENT

BETWEEN

TOWN OF NORTON

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL
UNION, AFL-CIO-CLC,

Local Union 9517 Unit 15, f/k/a SENA-A

(Salaried Employees of North America –

A Division of the United Steelworkers of America) Local Union 9158-A

07/01/23 – 06/30/26

LOCAL UNION 9517, UNIT 15 (SENA-A)

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AGREEMENT

This Agreement, and any such agreement entered into to supplement or amend this Agreement, by and between the Town of Norton (hereinafter called the "Town") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, Local Union 9517 Unit 15, f/k/a SENA-A (Salaried Employees of North America – A Division of the United Steelworkers of America) Local Union 9158-A (hereinafter called the "Union").

ARTICLE I

RECOGNITION

The Town recognizes the Union as the exclusive Bargaining Representative, for the purposes of Collective Bargaining relative to wages, hours, and other conditions of employment for employees in a unit consisting of the following:

All full-time and regular part-time supervisory employees in the Town employed in the following positions:

- Assistant Treasurer/Collector
- Building Inspector/Commissioner
- Conservation Director
- Human Services/Council on Aging Director
- Director of Assessing
- Director of Communications/Information and Technology Coordinator
- Director of Veterans Services
- Health Agent
- Town Planner/Director of Economic Development

excluding the Superintendent of the Water Department, the Highway Superintendent, the Town Accountant, the Assistant Town Accountant, Recreation Director, all other managerial and confidential employees, and other Town employees. It is expressly understood by the parties that part-time employees are not entitled to receive any of the fringe benefits that are specified in this Agreement.

ARTICLE 2

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 bi-weekly from the salary of each employee belonging to the Union who executes and remits to the Town a form of authorization for payroll deduction of Union dues. Remittance of the aggregate amount of dues collected shall be made to 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 and contract administration. Such agency service fee shall be deducted by the Treasurer or the Town from each payment of salary made to each employee during the life of this collective bargaining agreement and paid over to the Union, the exclusive bargaining unit for such employee.

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 amount deducted from and payable to the particular suitors (claimants) who are named or parties plaintiffs but to no other person.

ARTICLE 3

NON-DISCRIMINATION

The Town and Union agree not to discriminate against any employee because of gender, race, religion, creed, ancestry, national origin, age, disability, sexual orientation, veteran status, union activity, membership or non-membership in the union or political activity or lack thereof.

The Town and the Union agree to apply the concept of affirmative action consistent with the terms of this Agreement.

It is the goal of the Town of Norton to provide a physically and emotionally safe work environment. It is imperative that all employees, customers, contractors and guests, at every level, be treated with courtesy and dignity afforded to all humans regardless of race, nationality, religion, gender, age, sexual preference or position within the organization.

ARTICLE 4

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 terms or provisions, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

ARTICLE 5

PROBATIONARY PERIOD

A newly hired employee shall serve a probationary period of ninety (90) days. The Town may at its sole option extend said period for an additional ninety (90) days. The Town may discipline, suspend or terminate a new hire during the probationary period and the Union shall not be entitled to grieve.

ARTICLE 6

HOURS OF WORK AND OVERTIME

Employees of the Town Hall covered by this Agreement shall work a five-day work week as follows:

Monday, Tuesday, Wednesday	8:30 A.M. – 4:30 P.M.
Thursday	8:30 A.M. – 7:30 P.M.
Friday	8:30 A.M. – 12:30 P.M.

The Human Services/Council on Aging Director shall work a five-day work week from 8:30 A.M. – 4:30 P.M. Monday through Friday.

Employees also acknowledge and understand that all time worked between the hours from 4:30 PM - 6:00 PM, Monday - Wednesday, unless said time working is in preparation for a board or committee meeting that same evening, shall be for no additional compensation or time off. Exception from the foregoing may be made on an individual basis by mutual agreement between the employee and the Department Head, Town Manager, Board or Commission.

It is understood that the forty hours per week, eight hours per day includes a daily paid one-hour lunch. Employees covered under this Agreement understand and acknowledge that they are regularly expected to work beyond the forty-hour workweek and to attend Town Meetings with no additional compensation or time off. ~~The Director of Communications shall be entitled to pay at a rate of 1/40th of his/her salary for every hour worked covering dispatch shifts after his/her~~

~~customary working hours. The Director of Communications may work dispatch shifts, or portions thereof, at any time, whenever the need exists.~~ The Town does agree, however, to permit employees to take compensatory time off at one and a half (1½) hours for emergency, unscheduled call in outside their normal working hours and for certain seasonal workload and for work done on one of the holidays listed herein. All work performed outside of normal hours except for emergencies must be approved in advance by the Department Head, Town Manager, or employees' respective Board or Commission.

Employees covered by this Agreement shall be entitled to compensatory time off for each hour of attendance at department meetings, Board of Selectmen Meetings, Town Meetings and meetings of their appropriate board or commission with a minimum of four (4) hours at ~~the rate of one and a half (1½) hours~~ straight time for each hour. All Virtual meetings will be compensated on an hour for hour basis with time rounded up to the nearest hour i.e. 45 minutes = 1 hour. In addition, Employees covered by this Agreement may accrue compensatory time on an hour (1) for hour and one-half (1½) basis if his/her regular work load does not allow sufficient time within the forty (40) hour work schedule to adequately prepare for a presentation in support of an article to be considered at Town Meeting. It is understood that all employees of the bargaining unit are exempt employees under the Fair Labor Standards Act and are not entitled to pay for compensatory hours earned.

Compensatory time off must be scheduled in advance subject to the approval of the Department Head or Town Manager and will normally be taken within ninety (90) working days. It is understood, however, that seasonal pressures may not permit such scheduling and accordingly, the ninety (90) working day time limit may be waived by mutual agreement of the individual and the Department Head or Town Manager, provided, however, that the compensatory time off is taken within the calendar year in which it was worked. Notice of such waiver, signed by the individual and the Department Head shall be provided to the Town Manager.

ARTICLE 7

GRIEVANCE AND ARBITRATION

Should any grievance arise between the Union or a member or members thereof and the Town as to the meaning and application of any provisions of this Agreement, it shall be processed in the following manner and order.

In order to be processed, a grievance must be reduced to writing and shall include:

1. A clear statement of the grievance.
2. Reference to the specific provision or provisions of the Agreement allegedly violated.
3. The specific remedy requested.

The grievance must be instituted in accordance with the procedure set forth herein within five (5) working days following the date of the occurrence of the facts giving rise to the grievance or within five (5) working days from the date on which the employee first becomes aware or should have become aware of such facts.

STEP 1: The grievance shall be presented in writing as set forth above to the direct supervisor for whom the employee works. Such grievance shall be presented by the grievant and at his/her option, the appropriate Union Representative. The Supervisor shall render a decision in writing no later than five (5) working days following the date of the presentation of the grievant may process the grievance at Step 2, provided he/she appeals in writing to Step 2 within five (5) working days of the receipt of the decision in Step 1.

STEP 2: At this level the grievance shall be presented in writing as set forth above, to the Board of Selectman or designee. The grievance shall be discussed by the Board and the grievant and the appropriate Union Representative at a conference which will be scheduled no later than the regularly scheduled meeting of the Board, which allows for proper 48 hours' notice under the open meeting law, next following the receipt by the Board of the grievance in this level. The Board will render a decision in writing no later than ten (10) working days following the date of the conference.

STEP 3: If the grievance remains unresolved after being processed through the foregoing procedure, the Union may, within fifteen (15) working days after the decision at Step 2 was issued or was due, whichever occurs sooner, move the grievance to arbitration before a single arbitrator by filing a request for arbitration with the American Arbitration Association with a copy to the Town Manager. The selection of the arbitrator and the arbitration proceedings shall be governed by the rules of the American Arbitration Association. The arbitrator shall have jurisdiction solely over the joint written submitted issue presented to him/her and shall have no authority to alter, amend, or modify this Agreement in any way. The arbitrator's award shall be final and binding on the parties except as provided by the provisions of M.G.L. c. 150C.

The time limits set forth herein may be enlarged by mutual agreement of the parties. Failure to comply with the provisions of this Article or to advance a grievance within the time limits set forth herein, shall constitute an abandonment of the grievance by the party presenting it.

Should the Town fail to respond to a grievance within a time limit set forth in Step 1 or Step 2 of the grievance procedure, the grievance shall be deemed to have been denied by the Town at said step and the Union may proceed to the next step.

ARTICLE 8

SENIORITY

Seniority shall be affixed as length of service with the Town, and each employee shall have seniority from his/her most recent date of hire. When an employee changes job title or department, their seniority date remains the same.

The Town shall maintain a seniority list of each employee within the Bargaining Unit.

If an employee is laid-off, such employee shall have recall rights to the position he/she was laid-off from up to a period of two (2) years.

Unless due to unforeseen circumstances, the Town shall afford a two (2) week notice to the affected employee of an intended layoff.

If the Town decides to recall a laid-off employee, they shall notify the affected employee by registered letter of his/her recall. The employee shall have up to ten (10) business days to respond to the appropriate Department Head, Town Manager, Board or Commission of his/her intentions of return.

Failure of the employee to respond within the specified time limit will result in forfeiture of such right.

The same conditions of this Article shall also apply to regular part-time employees.

The Town shall provide the Union with a list of employees, including seniority date and present job classification. No employee shall be laid off unless he/she received written notice at least fourteen (14) days in advance of the layoff date. The Union shall be sent a copy of such notice(s).

An employee who is eligible for recall shall have a two (2) week notice of recall. Said notice shall be sent to the employee by certified mail, return receipt requested, with a copy sent to the Union office. The employee must notify the Town of his/her intentions within ten (10) days of the receipt of notification. The Town shall be deemed to have fulfilled its obligation of notification by mailing the recall notice, by certified mail, return receipt requested, to the latest mailing address provided by the employee. It is the sole responsibility of the employee to provide the Town with his/her latest mailing address.

ARTICLE 9

SEPARABILITY

Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

ARTICLE 10

MANAGEMENT RIGHTS

Except as otherwise expressly relinquished or modified by provisions of this Agreement, the Town retains all rights which it would have in the absence of such agreement. Without limiting the generality of the foregoing and by way of example and not of limitation, such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its employees at any time, to determine the qualifications working for

and to select its employees, to assign employees to jobs, to increase and decrease the working forces, to determine the work content of jobs, to determine the hourly, daily, and weekly schedules of work to determine the methods, processes, and means of accomplishing work, and to enforce discipline for violation of rules and other misconduct and to suspend or discharge its employees for just cause.

ARTICLE 11

BEREAVEMENT

In the event of a death of a brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, stepchild, grandparent, grandchild, guardian, immediate aunt, immediate uncle or person with whom the employee cohabits but to whom the employee is not married, three (3) days with pay shall be allowed to an employee. In the event of a death of a spouse, child, mother or father, five (5) days with pay shall be allowed. Any additional time (up to five [5] additional days) for out-of-state travel may be taken from sick time and/or personal days, at the discretion of the employee's Department Head, or Commission, or the Town Manager. The Town Manager may authorize up to an additional two (2) days for extraordinary circumstances.

ARTICLE 12

ACCESS TO PREMISES

Union Staff Representatives shall be permitted to have access to the premises of the employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance to the proper authority.

ARTICLE 13

UNION BUSINESS

SECTION 1: UNION REPRESENTATIVES

The Union shall furnish to the appropriate person a list of elected officials and the capacity in which they serve. The Union shall also as soon as practical notify the appropriate person of any such change.

SECTION 2: PAID LEAVE OF ABSENCE FOR BUSINESS

One authorized Union Representative shall be permitted reasonable time off without loss of pay to forward grievances. Requests for such time off shall be made at least twenty-four (24) hours in advance.

ARTICLE 14

EMPLOYEE DEVELOPMENT

The employer agrees to reimburse any employee who takes specific job-related courses, upon successful completion of said course, provided said course is required by the Employer.

Successful completion of a course shall be defined as receiving a grade "c" or better, or a "passing" grade when a pass / fail system is used.

ARTICLE 15

MATERNITY/PATERNITY LEAVE

Where applicable, the Town of Norton shall grant maternity or paternity leave consistent with the provisions of the Family and Medical Leave Act and M.G.L. c. 149, §105D.

ARTICLE 16

SICK LEAVE-PERSONAL DAYS

Full-time employees covered by this Agreement who complete sixty (60) consecutive days of employment thereafter on the 61st day of such employment shall earn sick leave at the rate of one and one-half (1½) days per thirty (30) day period cumulative to eighteen (18) days per year with a maximum accumulation of one hundred eighty (180) days. Up to ten (10) days of accumulated sick leave per year may be used in illness of an immediate family member. For purposes of this Article, "immediate family" shall be defined as spouse, father, mother, child or other family member living in the employee's household. The Town may account for employee sick time on a per hour, per day, per month, or per payroll period basis.

After five (5) consecutive days of absence or after seven (7) days of absence in a fiscal year said employee may be required to provide a note from a medical doctor attesting to the illness to such Department Head, Town Manager, Board or Commission at the Employee's expense.

~~Three (3)~~ Four (4) personal days may be granted to a full-time employee covered by this Agreement at the discretion of the Department Head, Town Manager, Board or Commission provided, however, that a written request for said leave is submitted to the Department Head, Town Manager, Board or Commission twenty-four (24) hours prior to the requested personal leave. These days shall not accumulate year to year. Personal days shall be used solely for the purpose to conduct personal business that cannot be conducted at any time other than during the employee's scheduled work hours.

Employees shall be entitled to buy back fifty (50%) percent of unused sick leave upon death or retirement from the Bristol County Retirement System. Upon death of an employee, the "buy back" shall be paid to his/her estate. ~~Employees hired on or after July 1, 2009, shall be entitled to buy back thirty three (33%) percent of unused sick leave upon death or retirement from the Bristol County Retirement System.~~ Employees hired on or after July 1, 2009, shall be entitled to buy back fifty (50) percent of 150 unused sick days, upon death or retirement from the Bristol County Retirement System. Effective July 1, 2012, 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.

~~In addition to the foregoing, full-time employees shall be eligible to earn an additional bonus personal day for each consecutive four (4) calendar month period that they work and do not utilize any sick leave in. No portion of the period for which a bonus personal day was earned may overlap with or be utilized when calculating a full-time employee's bonus personal day eligibility for any successive consecutive four (4) calendar month period. No more than three (3) bonus personal days may be earned by an employee per calendar year. All bonus personal days must be utilized within four (4) calendar months of their being earned or they are lost. The usage of bonus personal days shall be subject to the same requirements that are applicable to regular personal days under this Article.~~

There shall be a "Sick Leave Bank" established, with terms and conditions mutually agreed to by the parties to this agreement as follows:

An employee may donate a portion of her/his accumulated sick leave days to another employee who is on a prolonged illness who has exhausted her/his own accumulated sick leave days. An employee shall not be allowed to make a donation if her/his accumulated sick leave days are fifteen (15) days or less or if the number of days to be donated will diminish her/his own accumulated sick leave days below a total of fifteen (15). An employee shall not be allowed to donate any accrued sick leave days beyond her/his accumulated one hundred and fifty (150) days. If the employee receiving the sick leave returns to duty prior to the exhaustion of any donated sick leave, any donated days shall be returned to the employee(s) that donated them on an equal basis and employees who made the donations that are being returned to them shall be notified of the same (see example). The Town Manager must approve all donations of sick days. Any sick days donated pursuant to this section shall not count against the donor as having personally used sick time for any reason.

Example: If four employees each donate 5 days for a total contribution of 20 days and the employee who had requested/received the donation subsequently only needed to utilize 15 of those days, each employee shall have one sick leave day returned to them. The remaining day shall be credited to the donor who has the least amount of accrued time on the books. If more than one of the donors has the same accrued time on the books, the employee with the most seniority shall receive the additional credit.

ARTICLE 17

LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted at the discretion of the Department Head, Town Manager, Board or Commission up to a maximum of thirty (30) days per year.

ARTICLE 18

CLOTHING AND MILEAGE ALLOWANCE

Agreement of \$100.00 per person in the following departments: Health Agent, Conservation Director, and Building Inspector/Commissioner. Effective July 1, 2006, said \$100.00 payment shall be converted to a reimbursement under which the Health Agent, Conservation Director and Building Inspector/Commissioner will, with proper documentation, be reimbursed for up to \$200.00 per year for clothing purchased in connection with their employment. Effective July 1, 2009, the clothing allowance amount for the Health Agent, Conservation Director and Building Inspector/Commissioner will increase from \$200.00 to \$250.00 and shall be paid in the first pay period of November. Effective July 1, 2012, the clothing allowance amount for the Health Agent, Conservation Director and Building Inspector/Commissioner will increase from \$250.00 to \$275.00 and shall be paid in the first pay period of November. Effective July 1, 2017, the clothing allowance amount for the Health Agent, Conservation Director and Building Inspector/Commissioner will increase from \$275.00 to \$325.00 and shall be paid in the first pay period of November.

Effective July 1, 2006, the Director of Communications shall, with proper documentation, be reimbursed for up to \$400.00 per year for the purchase of uniform items. Effective July 1, 2017, the Director of Communications shall, with proper documentation, be reimbursed for up to \$450.00 per year for the purchase of uniform items.

Effective July 1, 2020, and in accordance with the following schedule, Tier 1, Tier 2, and Tier 3 employees shall, with proper documentation, be reimbursed each year for up to the amounts specified for the purchase of uniform items:

	Effective July 1, 2020
Tier 1 (Building Inspector/Commissioner, Conservation Director, Health Agent)	\$500.00
Tier 2 (Director of Assessing, Human Services/Council on Aging Director, Director of Communications, Veteran's Services)	\$200.00
Tier 3 (All union members)	Uniform Town of Norton Jackets

Effective July 1, 2023, and in accordance with the following schedule, Tier 1, Tier 2, and Tier 3 employees shall, with proper documentation, be reimbursed each year for up to the amounts specified for the purchase of uniform items:

	Effective July 1, 2023	Effective July 1, 2024
Tier 1 (Building Inspector/Commissioner, Conservation Director, Health Agent, Director of Assessing)	\$550.00	\$600.00
Tier 2 (Director of Assessing , Human Services/Council on Aging Director, Director of Communications, Veteran's Services)	\$250.00	\$300.00
Tier 3 (All union members)	Uniform Town of Norton Jackets – The Town will cover the cost of jackets up to a maximum of \$350.	

ARTICLE 19

JURY DUTY

Any employee covered by this Agreement who is required to perform jury duty will be paid the difference between his/her regular rate of pay and the compensation received from the court for such jury duty; however, such employee reports to work on each day when excused from jury duty.

ARTICLE 20

LONGEVITY

The Town shall pay to the Union members longevity pay on or before June 30th of each year for the following years of service with the Town:

Years of Service	Longevity Pay Through July 1, 2009	Longevity Pay Effective July 1, 2012	Longevity Pay Effective July 1, 2014	Longevity Pay Effective July 1, 2017	Longevity Pay Effective July 1, 2020
After five (5) years	\$ 300.00	\$ 550.00	\$ 600.00	\$ 700.00	\$ 800.00
After ten (10) years	\$ 400.00	\$ 650.00	\$ 700.00	\$ 800.00	\$ 900.00
After fifteen (15) years	\$ 500.00	\$ 750.00	\$ 800.00	\$ 900.00	\$1,000.00
After twenty (20) years	\$ 600.00	\$ 850.00	\$ 900.00	\$1,000.00	\$1,200.00
After twenty-five (25) years	\$ 600.00	\$ 850.00	\$ 900.00	\$1,000.00	\$1,300.00

Years of Service	Longevity Pay Effective July 1, 2020	Longevity Pay Through July 1, 2023	Longevity Pay Effective July 1, 2024
After five (5) years	\$ 800.00	\$ 900.00	\$1,000.00
After ten (10) years	\$ 900.00	\$1,000.00	\$1,100.00
After fifteen (15) years	\$1,000.00	\$1,100.00	\$1,200.00
After twenty (20) years	\$1,200.00	\$1,300.00	\$1,400.00
After twenty-five (25) years	\$1,300.00	\$1,400.00	\$1,500.00

ARTICLE 21

WAGES

Salary Increases FY15 1%; FY16 2%, FY17 2%.

Salary Increases FY18 2.0%; FY19 2.0%; FY20 2.0%.

POSITION	RANGE
Assistant Treasurer	\$ 48,709 \$ 63,709
Director of Assessing	\$ 65,196 \$ 80,196
Building Inspector/Commissioner	\$ 64,590 \$ 79,590
Council on Aging Director/ Human Services Coordinator	\$ 42,848 \$ 57,848
Health Agent	\$ 61,112 \$ 76,112
Director of Communications/ Information and Technology Coordinator	\$ 54,089 \$ 69,089
Conservation Director	\$ 61,313 \$ 76,313
Water Foreman	\$ 60,000 \$ 75,000
Town Planner/Director of Economic Development	\$ 60,259 \$ 75,259
Director of Veterans Services	\$ 51,510 \$ 66,510

Salary Increases: FY21 2.0%; FY22 2.0%; FY23 2.0%.

Position	Proposed Range	
Assistant Treasurer/Collector	\$ 51,270	\$ 67,000
Director of Assessing	\$ 80,514	\$102,262
Building Inspector/Commissioner	\$ 76,671	\$ 93,709
Human Services/Council on Aging Director	\$64,234.05	\$ 85,554
Health Agent	\$ 80,106	\$ 97,907
Conservation Director	\$ 75,960	\$ 91,448
Town Planner/Director of Economic Development	\$ 81,589	\$ 95,000
Director of Veterans Services	\$ 59,104	\$ 78,715
Director of Communications		

In addition to the cost of living increase in the amount of 2.0% to be added each year, a market rate salary adjustment for Human Services/Council on Aging Director in the amount of \$2,000.00 per year will then be added in FY22 and FY23 to adjust for below market salary range. A market rate salary range survey with agreed to comparison towns and methodology for determining market rate salary range and potential salary adjustments.

Salary Increases:

FISCAL YEAR	COLA	MARKET SALARY ADJUSTMENT
FY24	2.5%	2.5%
FY25	2.5%	2.5%
FY26	2.5%	2.5%

The Town will conduct a Market Rate Survey. Upon receipt of the survey the Union and Town will review and make recommendations for adjustments in wages for positions that are found to be compensated at a rate below the market rate.

The Town Manager may at his/her discretion and with approval of Department Board or Commission increase an employee's salary based on performance or additional job functions, within the established salary range.

All wages will be paid via direct deposit to the employee's bank of choice.

ARTICLE 22

PAID HOLIDAYS

If one of the following holidays falls within an employee's regularly scheduled work week, then such employee will receive his/her regular pay for such days as a holiday allowance.

If an employee is required to work on one of the Holidays, herein, which fall within his/her regularly scheduled work week, such employee will be paid in addition to the Holiday allowance, at his/her regular pay for such days as a holiday allowance.

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
PRESIDENTS' DAY	VETERANS' DAY
PATRIOT'S DAY	THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING DAY
JUNETEENTH	½ DAY CHRISTMAS EVE (When Christmas Eve occurs on a workday)
INDEPENDENCE DAY	CHRISTMAS

Union Members shall be entitled to the above holidays and any other legal holiday enacted by the General Court, Federal Government to which the Union may be entitled.

Regular part time employees shall receive paid holidays on a pro-rata basis.

ARTICLE 23

VACATION

Each full-time employee shall be entitled to a vacation with pay commensurate with the length of his/her continuous employment with the Town, beginning with the date of his/her original appointment, as set forth in the following table.

LENTH OF CONTINUOUS EMPLOYMENT	LENGTH OF PAID VACATION
After one (1) year Eligible to use one (1) week after six (6) months	Two (2) weeks
After two (2) years	Three (3) weeks
After six (6) years	Four (4) weeks
After ten (10) years	Five (5) weeks
After twenty (20) years	Six (6) weeks*

*The 6th week of vacation is hereby eliminated from the above table for employees hired on or after July 1, 1988.

Department heads will determine appropriate scheduling for vacations. Vacations must be taken in the Fiscal Year when they are due, and shall not be accumulated from year to year. An employee cannot receive vacation pay and work for the same period; however, an employee may carry over vacation earned from service to the town for the preceding year, provided there are

sufficient funds in the employee's department budget for the town to hire a temporary replacement for said employee, and this carry over receives prior approval of the Town Manager.

Regular part-time employees shall receive a vacation on a pro-rata basis.

ARTICLE 24

NO STRIKES

The Union recognizes that the membership is prohibited by law from engaging in strikes, and the Union agrees that it does not assert the right to strike against the Town of Norton. The Union shall not cause nor sponsor, and no employee represented by it in the Town shall cause, participate, encourage, or condone any strike, work stoppage, slowdown, sanctions, or any other interference with work.

ARTICLE 25

WAIVER OF NEGOTIATIONS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 26

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2023, and continue in full force and effect through June 30, 2026, and continue beyond that date on a monthly basis until a new Agreement is signed.

ARTICLE 27

HEALTH AND DENTAL INSURANCE

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. Further, the Union recognizes beginning July 1, 2000, the HCHP Classic HMO will no longer be available. However, if and when the Town is unable to continue offering said health insurance plans, it shall offer an alternate plan(s) of comparable actuarial value.

The Town agrees to purchase a group dental insurance plan for the employees with the understanding that employees will pay 100% of the costs of said plan.

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.

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.

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 Public Employee Committee ("PEC") and shall appoint/elect such member upon notice from the Town that it intends to convene the PEC.

In the event the Town desires to modify, amend or alter the benefits of the Town's existing health insurance plans or wishes to add or delete particular health plans during the life of this Agreement, the Town shall submit such desired changes to the PEC prior to implementing any changes. If the changes proposed by the Town are subsequently approved by the PEC within the meaning of c. 32B, §3, the Town shall be free to implement those changes forthwith.

In the event that the PEC fails to approve the changes proposed by the Town within the meaning of c. 32B, §3, the Town shall meet with the Union to discuss the impact of the proposed changes prior to implementing same.

~~The percentage rate Employees contribute toward health insurance shall be thirteen percent (13%) effective July 1, 2006 and fourteen percent (14%) effective July 1, 2007. Thereafter, the percentage rate Employees hired prior to January 1, 2007, contribute toward health insurance shall be increased as follows:~~

	Town Contribution Rate	Employee Contribution Rate
Effective July 1, 2008	85 Percent	15 Percent
Effective July 1, 2009	80 Percent	20 Percent
Effective July 1, 2010	75 Percent	25 Percent

However, the percentage rate Employees contribute toward the Town's PPO health insurance plan shall be increased to 70 Percent Town /30 Percent Employee.

Notwithstanding this or any other provisions of this Agreement, all employees hired on or after January 1, 2007 shall contribute twenty-five percent (25%) toward the cost of health insurance.

ARTICLE 28

PERFORMANCE EVALUATION

All employees shall be subject to an annual performance evaluation to be given prior to the expiration of each fiscal year. At the start of an evaluation year, the Town Manager, in conjunction with the Chairperson of the Board or Commission, if any, that is applicable to a given employee, shall provide each employee with a set of goals and objectives for the year. Each employee's performance shall be rated on the employee's ability to satisfactorily achieve those goals and objectives and perform the following duties:

Department Heads:

(Building Inspector/Commissioner, Health Agent, Recreation Director, Director of Communications/Information and Technology Coordinator, Town Planner/Director of Economic Development, Conservation Director, Director of Veterans Services, Director of Assessing, Council on Aging Director/Human Services Coordinator)

1. Keep the Town Manager fully informed on the affairs of the Department;
2. Prepare monthly activity reports and submit same to the Town Manager;
3. Prepare monthly time reports for Department employees and submit same to the Town Manager;
4. Prepare subordinate employee evaluations in a thorough and timely fashion;
5. Control overtime costs and monitor sick leave usage for possible abuse;
6. Complete departmental fixed assets inventory on an annual basis and submit same to the Town Manager;
7. Prepare annual budget requests in a timely fashion and submit same to the Town Manager;
8. Prepare annual capital budget requests in a timely fashion and submit same to the Town Manager;
9. Prepare Annual Report in a timely fashion and submit same to the Town Manager;
10. Maintain the posting of legal notices and policies;

11. Prepare annual department safety audit in a timely fashion;
12. Professionally maintain all public records and dispose of obsolete records in a timely fashion consistent with Commonwealth of Massachusetts standards;
13. All other duties as required by position job description.

Other Positions:

(Assistant Treasurer/Collector)

1. Keep the Department Head or, where applicable, Town Manager fully informed on the affairs of the Department;
2. Where applicable, prepare subordinate employee evaluations in a thorough and timely fashion;
3. Control overtime costs and monitor sick leave usage for possible abuse;
4. Maintain the posting of legal notices and policies;
5. Professionally maintain all public records and dispose of obsolete records in a timely fashion consistent with Commonwealth of Massachusetts standards;
6. All other duties as required by position job description.

Effective July 1, 2020, an employee may earn up to an additional 3% for exceptional service and for additional work/projects. Between December and February, the Town Manager, in conjunction with the Chairperson of the Board or Commission, if any, that is applicable to a given employee, shall conduct a performance evaluation. Pay increases shall be determined on three parameters of performance, qualifications and length of service. At the performance evaluation, an employee can ask to discuss a set of goals and objectives for the year for an additional salary increase. The employee shall receive in writing a copy of the evaluation, the agreed upon goals and objectives, if any, with the associated percentage increase. The salary increase shall be applied to the next fiscal year beginning July 1.

ARTICLE 29

MILEAGE ALLOWANCE

Any person who uses his or her vehicle for official purposes shall be reimbursed at the prevailing rate specified in the Internal Revenue Code.

ARTICLE 30

STIPENDS

Director of Communications/Information and Technology Coordinator

Effective July 1, 2005, the Director of Communications/Information and Technology Coordinator shall receive an annual stipend in the amount of \$2,000.00 for his/her duties and responsibilities as the Town's Information and Technology (IT) Coordinator. Effective July 1, 2017, this stipend shall increase to \$2,500.00.

	Effective July 1, 2017	Effective July 1, 2020
Certification, Accreditation Tier (Director of Assessing, SHINE, Asst. Treasurer/Collector, Veteran's Officer and Building Inspector/Commissioner)	Assessor: \$850.00	\$1,190.00
Building Maintenance Coordinator Tier (Town Hall and Fire Dept only)	\$2,000.00	\$2,400.00
IT Tier (Information and Technology [IT] Coordinator, GIS Coordinator)	IT Coordinator: \$2,500.00	\$2,500.00
Stormwater Bylaw Administration	\$3,000.00	\$3,400.00

The following rates go into effect July 1, 2023:

	Effective Date		
	July 1, 2020	July 1, 2023	July 1, 2024
Certification, Accreditation Tier (Director of Assessing, SHINE, Asst. Treasurer/Collector, Veteran's Officer and Building Inspector/Commissioner)	\$1,190.00	\$1,290.00	\$1,390.00
Building Maintenance Coordinator Tier (Town Hall and Fire Dept only)	\$2,400.00	\$2,500.00	\$2,600.00
IT Tier (Information and Technology [IT] Coordinator, GIS Coordinator)	\$2,500.00	\$2,600.00	\$2,700.00
Stormwater Bylaw Administration	\$3,400.00	\$3,500.00	\$3,600.00
Flood Plain Administrator		\$1,000.00	\$1,100.00
CRS Coordinator		\$1,000.00	\$1,100.00
Vehicle Maintenance Manager		\$1,000.00	\$1,100.00
ADA Coordinator		\$ 500.00	\$ 600.00

ARTICLE 31

ON CALL

Effective July 1, 2020, Building Inspector/Commissioner, Health Agent, Conservation Director, Human Services/Council on Aging Director and Veteran's Agent shall be granted compensatory time off for emergency calls outside of normal hours of work listed in Article 6. Double compensatory time off shall be earned at a minimum of two (2) hours.

ARTICLE 32

RETROACTIVITY

To the extent that this Agreement provides for any retroactive application of any of its terms, said retroactivity shall apply to current employees of the Town only. Contract is retroactive to July 1, 2023 if negotiations pass expiration date of current contract.

ARTICLE 33

MILITARY LEAVE/VETERANS PROTECTION

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.

The Town voted at the October 17, 2020, Annual Town Meeting (Article 22) to accept the provisions of Massachusetts General Law, Chapter 33, Section 59, providing certain military leave benefits to Town employees, as represented below:

Section 59: Effect of military service on salary, seniority and leave allowances of public employees

Section 59.

- (a) *An employee of the commonwealth in the service of the armed forces of the commonwealth or a reserve component of the armed forces of the United States shall be entitled to receive pay without loss of ordinary remuneration as a public employee during service in the uniformed services, annual training under section 60 or drills and parades under section 61, not exceeding 40 days in any federal fiscal year, and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime. For the purposes of this section, "uniformed services" shall have the same meaning as defined in section 13. For the purposes of this subsection, "day" shall mean any 24-hour period regardless of calendar day.*

- (b) An employee of the commonwealth in the service of the armed forces of the commonwealth under sections 38, 40 or 41 shall be entitled to receive pay without loss of ordinary remuneration as a public employee and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime during the first 30 consecutive days of any mission. Thereafter, any such ordinary remuneration shall be reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period, and there shall be no loss of any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime. National guard duty performed under Title 32 of the United States Code shall not be deemed service in the armed forces of the commonwealth under sections 38, 40 or 41 for the purposes of this section.*
- (c) An employee of the commonwealth in the armed forces of the commonwealth performing duty under Titles 10 or 32 of the United States Code shall be paid the regular base salary as a public employee for each pay period of such military leave of absence, reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period, and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.*
- (d) An employee of the commonwealth in a reserve component of the armed forces of the United States who is ordered to service for more than 30 consecutive days shall be paid the regular base salary as a public employee for each pay period of such military leave of absence, reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period. No such employee shall lose any seniority or accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.*
- (e) An employee of a county, city or town which, by vote of its county commissioners, city council or inhabitants at a town meeting, has accepted this section or similar provisions of earlier laws, shall be entitled to the benefits and protections of this section or the benefits of the accepted earlier law.*
- (f) For the purposes of this section, "base pay for military service" shall not include any housing, incentive, bonus, skills pay, allowance or other stipend or benefit paid to the employee for the employee's military service.*

The Union and the Town of Norton agree to give preferential consideration in the hiring process to veterans of the U.S. Military Services. It is also agreed that the current employees' assistance program (EAP) will include an EAP component that address the special needs of combat veterans of our United States military.

Upon their return, Combat Veterans will be provided a minimum of three weeks paid leave of absence to allow for transitioning back to civilian life and the work place.

An employee inducted into the Armed Forces of the United States and who, upon discharge, returns to the Town of Norton within the time limits and under the conditions as provided by the law shall be eligible for vacation as follows:

- Veterans returning from active duty in the Armed forces of the United States will not be required to meet any time- requirements for vacation in the calendar year during which they returned to active employment. In the event the veteran returns to late in the current year to complete his/ her vacation within that year, he/she will receive an allowance equal to the amount he/she would have received in vacation in lieu of vacation. This applies only to vacations for the calendar year in which a veteran returns to work and is not contemplating making up for vacations lost while he/she was in service.

This does not in any way modify or change existing agreements or policies applicable to the annual training duty required of members of Reserves, National Guard, or members of State Militia.

ARTICLE 34

JOB POSTING

When a job vacancy occurs, or a new position is created, the position shall be posted in a conspicuous place and emailed to all full-time and regular part-time supervisory employees in the Town employed in the positions set forth in the Recognition clause of this Agreement listing the pay rate, duties, qualifications and work schedule for a period of ten (10) working days. Employees interested in the position shall apply in writing within the ten (10) day period. The Town will endeavor to award the position within sixty (60) days of the expiration of the posting period.

The person selected for the position shall serve a probationary period of ninety (90) days. The Town may at its sole option extend said period for an additional ninety (90) days. The Town may discipline, suspend or terminate the person selected during the probationary period and the Union shall not be entitled to grieve.

ARTICLE 35

SAFETY AND HEALTH COMMITTEE LANGUAGE

The Town of Norton is committed to providing a safe and healthful working environment for all employees and complying with all Federal, State and local labor laws and statutes concerning safety and health. There shall be a Labor- Town Management Health and Safety Committee. The Committee shall be composed of equal numbers. The representatives of the Union are to be appointed by the Union Executive Board.

The Joint Committee shall perform the following functions:


1. Meet at least once every month at established dates to discuss Town related safety and health matters. Minutes shall be maintained of these meetings and published on employee bulletin boards.
2. Make safety inspections of Town Facilities at least once every month.
3. Make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful work practices.
4. Promote health and safety education.
5. Be notified of any proposed measurement of employee exposure to any potentially dangerous conditions and be involved in these measurement procedures.
6. All newly hired employees will receive an orientation covering the safety and health aspects of their position.
7. Union members on the Joint Health and Safety Committee (JHSC), shall take part in all health and safety investigations.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEAL THIS
16th DAY OF November, 2023.

TOWN OF NORTON, BY AND THROUGH
ITS SELECT BOARD:

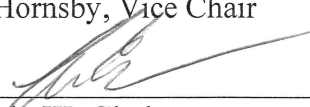
SENA LOCAL 9158-A

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC, LOCAL UNION 9517
UNIT 15, (F/K/A SENA-A) BARGAINING
COMMITTEE, BY:

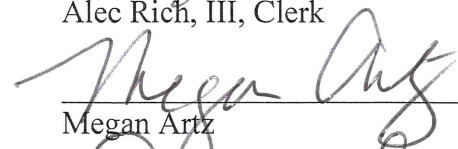


Kevin Snyder, Chair

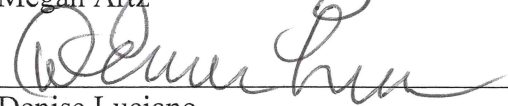
Steven Hornsby, Vice Chair



Alec Rich, III, Clerk



Megan Artz



Denise Luciano

