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**AGREEMENT**

**BETWEEN**

**THE 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 14, F/K/A SENA-B**

(UNITED STEEL WORKERS, F/K/A UNITED STEELWORKERS OF AMERICA,  
AFL-CIO-CLC, ON BEHALF OF S.E.N.A.,

**SALARIED EMPLOYEES OF NORTH AMERICA, Local Union 9158-B)**

**JULY 1, 2020 - JUNE 30, 2023**

# SENA-B

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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 14, formerly known as United Steel Workers, f/k/a United Steelworkers of America, AFL-CIO-CLC, on behalf of S.E.N.A., Salaried Employees of North America, Local Union 9158-B (hereinafter called the "Union").

### **ARTICLE 1** **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: Assessor's Technician, Telecommunicators/Secretaries, Dispatchers, Fire Administrative Assistant, Electrical Inspector, Plumbing/Gas Inspector, Police Administrative Assistant, Police Records Administrator, Police Records Coordinator, Water Office Administrator, Dog Officer, Water Foreman, Custodian(s) and Lead Dispatcher.

Regular part-time employees covered by this agreement shall be those employees who are regularly required to work no less than twenty (20) hours during their regular workweek. Effective July 1, 2012, said regular part-time employees who are members of the bargaining unit as defined in the Recognition clause shall receive benefits on a pro rata basis.

Effective with the payroll dated August 29, 2019, the Contract referenced above as relates to wiring and plumbing inspectors changes as follows:

1. The positions of Wiring Inspector and Plumbing Inspector are considered part-time non-benefit eligible positions. The positions are not eligible to receive benefits including Health Insurance, Sick Leave, Personal Days, Paid Holidays or Paid Vacation.
2. Compensation: Part-Time Inspectors will receive \$45.00 per inspection.
3. Monday through Thursday- one hour of office time at \$45.00/HR.
4. After hours emergency inspections are a three-hour minimum at \$45.00/HR.
5. Payroll Procedures: For payroll purposes each inspection will be considered as one-hour. A list of all inspections listing location and type of inspection performed will be attached to each part-time inspector's time sheet.

**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 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 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 claim of damages is limited to the amount deducted from and payable to the particular suitors (claimants) who are named plaintiffs but to no other person.

**ARTICLE 3**  
**NON-DISCRIMINATION**

The Town and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, age, disability, gender, sexual orientation, 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 rights 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 up to *sixty (60) days with the discretion of the Town Manager to extend probation an extra thirty (30) days with written notice fifteen (15) days prior to the sixtieth (60<sup>th</sup>) day.* A newly hired Dispatcher shall have a probationary period of up to one hundred eighty (180) days with the discretion of the Town Manager to extend probation an extra thirty (30) days with written notice fifteen (15) days prior to the one hundred eightieth (180<sup>th</sup>) day. 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**

The normal work week covered by this agreement shall be a five (5) day work week with three (3) days being 8:30-4:30, one (1) day being 8:30-7:30 and Friday being 8:30-12:30, except in those departments where service to the public requires the spreading of the forty (40) hours over seven (7) days. *The Town reserves the right to alter the daily work schedule so that the required forty (40) hour work week is over four and one half (4 1/2) days.* Dispatchers shall work a four (4) and two (2) shift schedule, which shall repeat itself every six (6) weeks. Starting times of dispatcher shifts shall overlap so as to cause dispatchers to work an average forty (40) hour week during each week of the cycle.

Exemption from the foregoing may be made on an individual basis by mutual agreement between the employee and the Department Head, Board or Commission and Town Manager.

It is understood that the forty (40) hour, eight (8) hours per day includes a daily paid one (1) hour lunch.

It is understood and agreed that the incumbent Fire Department Administrative Assistant, Judith McCarron, works a four (4) day, thirty-five (35) hour workweek. This has been her schedule for over twenty-two (22) years and her compensatory time has been calculated based on this schedule. It is further understood and agreed that, in accordance with this work schedule, the buyback for any compensation upon her retirement will be calculated based on the four (4) day, thirty-five (35) hour workweek. It is understood and agreed that the Fire Department Administrative Assistant position shall become a five (5) day, forty (40) hour per week position upon Ms. McCarron's leaving that position for any reason.

## **ARTICLE 7**

### **OVERTIME**

The Town does agree to permit employees to take compensatory time off on an *hour for hour and one half basis* for emergency, unscheduled call in's outside their normal working hours and for

certain heavy 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 or the employee's respective Board or Commission and Town Manager. *The choice of compensatory time off or overtime pay shall be made by the employee.*

Compensatory time off must be scheduled in advance subject to the approval of the Department Head, Board, or Commission and will be taken within thirty (30) days. The thirty (30) day working day time limit may be waived by mutual agreement of the individual and the Department Head, Board, or Commission. Notice of such waiver, signed by the individual and the Department Head, Board, or Commission, shall be provided to the Town Manager.

Hourly employees shall be credited with overtime for all work in excess of forty (40) hours in any one workweek. Overtime shall be figured and paid at one and one-half (1½) times the employees' regular rate of pay. In computing overtime for shift employees, the regular rate shall be the rate paid on the shift which the employee is scheduled at the time. Full time employees shall receive first call for overtime of a shift not filled by a full-time employee within his usual shift. A record shall be kept to show the date of call and response from each person called as to whether overtime was refused or there was no answer. If an employee refuses, the employee will automatically be passed by until a complete call of the list is made. This list shall allow for a uniform method of rotation on a voluntary basis of off-duty full-time employees. There shall be no discrimination against any employee who declines to work except in cases of emergency.

The Town reserves the right to not fill open Dispatcher shifts of less than four (4) hours when two (2) dispatchers are on duty and there is coverage until the next scheduled shift, except in emergency situations. Dispatchers shall not work more than sixteen (16) hours in a twenty-four (24) hour period and shall not work more than two (2) consecutive sixteen (16) hour shifts per week, except in emergency situations. Available shifts or portions of shifts refused or not responded to by full time Dispatchers may be filled by part time Dispatchers. An emergency is described as a sudden, urgent, usually unexpected occurrence or occasion requiring immediate action; such as weather, danger to life, danger to health, danger to the environment.

## **ARTICLE 7-B**

### **GRIEVANCE AND ARBITRATION**

#### **GRIEVANCE PROCEDURE:**

Should any grievance 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 grievance in this step. In the event there is no resolution of the grievance, the grievant may process the grievance at Step 2, provided he 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 Town Manager. The grievance shall be discussed by the Town Manager and the grievant and the appropriate Union Representative at a conference, which shall be scheduled within ten (10) working days. The Town Manager 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 that decision in Step 2, move the grievance to Arbitration before a single arbitrator designated by the parties. If the parties are unable to agree on the single arbitrator, the American Arbitration Association shall apply to the conduct of the arbitration hearing. The arbitrator shall have jurisdiction solely over the joint written submitted issue presented to him and shall have no authority to alter, amend, or modify, this agreement in any way. The arbitrator's award shall be final and binding upon the parties *except as provided for in MGL Ch. 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 Bargaining Unit as outlined in Article 1 of this agreement, and each employee shall have seniority from his/her most recent date of hire.

The Town and the Union 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 an employee is laid off, such employee shall have the right to displace an employee with less seniority provided the affected employee has the seniority and qualifications to perform the job without training.

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 five (5) 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 within this Bargaining Unit only.

#### **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**

The Town and its agents retain all rights and powers that they have or may hereafter be granted by law in the Commonwealth of Massachusetts in managing and directing the bargaining units. Said rights and powers shall include, but are in no way to be construed as limited to, the right to select and hire all its employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline or discharge employees for just cause; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required due to lack of work or curtailment of work; to make reasonable rules and regulations; and generally to control and supervise its operations.

The above rights, powers and authority are inherent in the Town and are not subject to review or determination in any grievance or arbitration procedure, except where such rights, powers and authority are specifically limited by provisions in this Agreement.



**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, step-child, grandparent, grandchild, guardian, immediate aunt, immediate uncle or person with whom the employee cohabits but to whom the employee is not married, ~~three (3)~~ four (4) 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.

**ARTICLE 12**  
**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 UNION BUSINESS**

One authorized Union Representative shall be permitted reasonable time off without loss of pay to forward grievances and for collective bargaining negotiations. Request for such time off shall be made at least twenty-four (24) hours in advance unless otherwise approved by the Town Manager or appropriate Department Head.

**ARTICLE 13**  
**EMPLOYEE DEVELOPMENT**

The employer agrees to reimburse any employee who takes job-related courses, provided the employee receives approval prior to taking the courses from the Town Manager and successfully completes the course. Successful completion of a course shall mean receiving a grade of "C" or better, *except where pass/fail is used, then pass is equal to successful completion.*

The Town agrees to provide a minimum of forty (40) hours annually of mandatory training. All mandatory classes will be counted as hours worked.

Full-time employees will be reimbursed 100% and part-time employees reimbursed 50% of all costs associated with job-related certifications.

**ARTICLE 14**  
**MATERNITY LEAVE**

Maternity leave shall be granted by the Town of Norton to any employee consistent with the provisions of the Massachusetts General Laws, Ch. 149, Sec. 105D.

**ARTICLE 15**  
**SICK LEAVE AND PERSONAL DAYS**

Full time employees covered by this agreement who complete sixty (60) consecutive days employment thereafter on the sixty-first (61<sup>st</sup>) day of such employment shall earn sick leave at the rate of one and one-half (1½) day per thirty (30) day period cumulative to eighteen (18) days per year with a maximum accumulation of one hundred eighty (180) days. Employee shall be entitled to buy back up to 90 days of unused sick leave 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. Upon death of an employee, the "buy back" shall be paid to his/her estate. For employees hired on or after July 1, 2009, the amount of sick leave buyback shall be capped at a maximum of sixty (60) days.

After three (3) consecutive days of absence said employee may be required to provide a certificate from a medical doctor attesting to the illness to such Department Head, Town Manager, Board or Commission at the employee's expense.

Three (3) personal days per year may be granted to a full-time employee covered by this Agreement at the discretion of the Department Head, Town Manager, Board of Commission provided, however, that a written request for said leave is submitted to the Department Head, Town Manager, Board or Commission twenty-four (24) business hours prior to the requested personal leave. These days shall not accumulate year to year. Said written request shall be waived in case of emergency.

In light of the 0% base wage increase for Fiscal Year 2012, full-time employees shall have one (1) additional personal day for use in Fiscal Year 2013 only within six (6) months of Town Meeting funding of the Collective Bargaining Agreement. As with all personal days, this additional day cannot be carried over and must be used by the end of said six (6) month period.

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.

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/her immediate family. For purposes of this provision, immediate family shall be defined as spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, or grandparent. Any family sick leave of a duration of three (3) or

more consecutive days shall be substantiated by a doctor's certificate at the Employee's expense prior to the payment of the family sick leave. The Department Head shall also require substantiation by a doctor's certificate at the Employee's expense for family sick time use of more than seven (7) days in a given year.

*The Town may account for employee personal and sick time on a per hour, per day, per month, or per payroll period basis.*

The parties agree to meet during the life of this Agreement to discuss the institution of a sick leave bank.

#### **ARTICLE 16** **LEAVE OF ABSENCE**

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.

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

#### **ARTICLE 17** **MILEAGE**

The Town shall pay any employee of this Agreement prevailing rate specified in the Internal Revenue Code for any business by an employee while using their personal vehicle.

#### **ARTICLE 18** **SAFETY AND HEALTH COMMITTEE**

The parties agree to establish a Joint Labor/Management Safety Committee. The Committee shall consist of two (2) persons from each party and shall meet upon request only to discuss matters of safety and health.

*The Town will provide all required uniforms.*

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 JHSC, shall take part in all health and safety investigations.

#### **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; provided, however, such employee reports to work each day when excused from jury duty.

#### **ARTICLE 20** **LONGEVITY**

The Town shall pay to the Union members longevity pay in the next payroll following the employee's anniversary date for the following years of service to the Town:

	Effective <u>July 1, 2012</u>	Effective <u>July 1, 2017</u>	Effective <u>July 1, 2020</u>	Effective <u>July 1, 2021</u>
After Five (5) Years	\$ 450.00	\$ 550.00	\$ 600.00	\$ 650.00
After Ten (10) Years	\$ 550.00	\$ 650.00	\$ 700.00	\$ 750.00
After Fifteen (15) Years	\$ 650.00	\$ 750.00	\$ 800.00	\$ 850.00
After Twenty (20) Years	\$ 800.00	\$ 900.00	\$ 950.00	\$1,000.00
After Twenty-Five (25) Years	\$ 950.00	\$1,050.00	\$1,100.00	\$1,150.00
After Thirty (30) Years	N/A	N/A	\$1,500.00	\$1,600.00

## ARTICLE 21

### SALARY

The Town reserves the right to place an employee at any step based on their experience. See grade and salary schedule attached hereto. Employees that are entitled to advance a step on the Salary Chart will do so on the anniversary date of hire.

The Salary Chart is amended by increasing all steps as follows:

July 1, 2017	Two (2%) Percent
July 1, 2018	Two (2%) Percent
July 1, 2019	Two (2%) Percent
July 1, 2020	Two (2%) Percent
July 1, 2021	Two (2%) Percent
July 1, 2022	Two (2%) Percent

**NOTE:** 1. The Assessors' Technician position has been upgraded in the above wage table as follows:

Effective July 1, 2008 – \$0.10/hour  
Effective July 1, 2009 – \$0.10/hour  
Effective July 1, 2010 – \$0.05/hour

2. After filling in for four (4) consecutive weeks as Communications Supervisor, a dispatcher will be paid at the rate of \$18.31/hour for FY09; at the rate of \$18.68/hour for FY10; and at \$19.05/hour for FY11) while continuing to serve in such capacity.
3. When absence of a Department Head is anticipated to last longer than 2 consecutive weeks and the employee is assigned to serve in the capacity as Department Head an additional \$8.00 will be added to the employee's salary/hour.

Any member of this contract that is called into work, beyond their regular working hours, for emergency cover, job-related court appearances, or administrative duties shall be paid a minimum of four (4) hours at their overtime rate for each call in. The Lead Dispatcher will be paid an additional \$2.00 per hour when acting in such capacity. The Fire Administrative Assistant shall receive an annual stipend for being the designated HIPPA officer for the Fire Department as follows:

<u>Current</u>	<u>Effective July 1, 2008</u>	<u>Effective July 1, 2020</u>	<u>Effective July 1, 2021</u>
\$1,200	\$1,400	\$1,500	\$1,600

The Animal Control Officer shall receive the following stipends annually:

	<u>Effective July 1, 2020</u>	<u>Effective July 1, 2021</u>
Certification and Training	\$ 500.00	\$ 750.00
Carry Permit	\$ 250.00	\$ 250.00

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

**NOTE:** 1. The parties will meet to discuss a job description for the new position of Lead Dispatcher. The Town will designate a Step 4 Dispatcher to serve as Lead Dispatcher on an acting basis when the Town deems necessary and will hire a full-time Lead Dispatcher at its discretion.

## **ARTICLE 22** **PAID HOLIDAYS**

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

If an hourly employee is required to work on one of the holidays, herein, which falls within his/her regularly scheduled work week, such employee will be paid in addition to the holiday allowance, at one and one-half (1½) times the employee's regular rate of pay. Employees may bank holidays. All banked holidays must be used in the fiscal year. Employees must receive approval from the Department Head to use the holiday.

If a salaried employee is required to work on one of the holidays herein, which falls within his/her regularly scheduled work week, such employee shall be paid in addition to the holiday allowance at his/her straight hourly base rate of pay for time worked.

NEW YEAR'S DAY  
MARTIN LUTHER KING DAY  
PRESIDENTS' DAY  
PATRIOTS DAY  
MEMORIAL DAY  
INDEPENDENCE DAY

LABOR DAY  
COLUMBUS DAY  
VETERANS' DAY  
THANKSGIVING DAY  
DAY AFTER THANKSGIVING DAY  
CHRISTMAS DAY

If any of the above Holidays fall on days employees are not regularly scheduled to work (Saturday, Sunday) the following shall apply. If the holiday falls on a Saturday it will be observed on Friday and if the holiday falls on a Sunday it will be observed on Monday.

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 continuous employment with the Town, beginning with the date of his original appointment, as set forth in the following table:

**For employees hired on or before June 30, 2009:**

<u>LENGTH OF CONTINUOUS EMPLOYMENT</u>	<u>LENGTH OF LENGTH OF PAID VACATION</u>
After one (1) year Eligible to use one (1) week after six (6) months	two (2) weeks
After three (3) years	three (3) weeks
After eight (8) years	four (4) weeks
After ten (10) years	five (5) weeks
After twenty (20) years	six (6) weeks

**For employees hired on or after July 1, 2009:**

<u>LENGTH OF CONTINUOUS EMPLOYMENT</u>	<u>LENGTH OF LENGTH OF PAID VACATION</u>
After one (1) year Eligible to use one (1) week after six (6) months	two (2) weeks
After three (3) years	three (3) weeks
After eight (8) years	four (4) weeks
After fifteen (15) years	five (5) weeks
After twenty (20) years	six (6) weeks

The Town may account for employees' vacation time on a per hour, per shift, per payroll period basis.

Department Heads will determine appropriate scheduling for vacations. Vacations must be taken within the fiscal year when they are due and shall not be accumulated from year to year; however, an employee may carry over up to ten (10) vacation days earned from service to the town for the preceding year, provided there are sufficient funds in the employees department budget for the town to hire a temporary replacement for said employee, and the carry over receives the prior approval of the Town Manager.

Department Heads will provide to each employee, bi-weekly, a listing of all accumulated sick, personal and vacation time, used and remaining, as well as all other time that has been used, with a copy forwarded to the Town Manager.

**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**  
**SHIFT DIFFERENTIAL**

An employee scheduled to work on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shift shall be paid, in addition to his/her regular rate, a premium for all hours worked as follows:

SECOND SHIFT	9%
THIRD SHIFT	9%

Such shift premiums shall apply to wages during vacations, holidays and overtime.

**ARTICLE 26**  
**VACANCIES/PROMOTIONS**

Written notice of all vacancies, which shall occur in positions in the bargaining unit shall be posted on a bulletin board within the town hall, and a copy of such notices shall be given to a designated representative of the Union. The written notice shall indicate the duties, qualifications and rate of pay of the position and the date within which applications should be filed with the Town Manager. Such date shall be not less than seven (7) days from the date of posting of the notice, except in cases of emergency.

All such vacant positions shall be filled by the selection of a *qualified* employee from the bargaining unit on the basis of seniority if the qualifications of the employees are, in the opinion of the Town Manager, substantially equal to those of any other applicant. Written notice of each appointment shall be given to all employees in the bargaining unit who made written application for the position.

**ARTICLE 27**  
**DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2020, and continue in full force and effect through June 30, 2023, and continue beyond that date on a monthly basis until a new Agreement is signed.

**ARTICLE 28**  
**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. However, if and when the Town is unable to continue offering said health insurance plans, it shall offer an alternative plan(s) of comparable 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 parties acknowledge their respective obligations under M.G.L. c 32B § 3 to establish and participate in a Town Insurance Advisory Committee (IAC). The Union agrees to designate a representative to serve on the IAC in order to fulfill the statutory duties of the IAC. Notwithstanding, by participating in the IAC, the Union does not waive any of its rights under M.G.L. c. 150E or the collective bargaining agreement and the parties understand and agree that the Union's participation in the IAC does not waive the Union's right to advance notice of any proposed changes or any rights under c. 150E or the collective bargaining agreement and that participation in the IAC is not in any way a substitution for the Town's obligations under c. 150E or the collective bargaining agreement. Moreover, notice of any kind to the Union's designated representative on the IAC does not serve as notice to the Union in the Union's capacity as the exclusive bargaining representative for its members. No decision or recommendation of the IAC shall be binding upon the Union in any way.

The percentage rate Employees contribute toward health insurance shall be eleven percent (11%) in FY 06, twelve percent (12%) in FY 07 and thirteen percent (13%) in FY 08. Thereafter, the percentage rate Employees 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.

## **ARTICLE 29**

### **CLOTHING ALLOWANCE**

Members of this contract required to wear uniforms (i.e. communications, inspections, and animal control officer) shall be reimbursed up to Four Hundred and No Hundredths (\$400.00) Dollars for full-time employees and One Hundred Fifty and No Hundredths (\$150.00) Dollars for part-time employees. Effective July 1, 2009, members of this contract required to wear uniforms (i.e. communications, inspections, and animal control officer) shall be reimbursed up to Five Hundred and No Hundredths (\$500.00) Dollars for full-time employees and One Hundred Fifty and No Hundredths (\$150.00) Dollars for part-time employees. Effective July 1, 2020, members of this contract required to wear uniforms (i.e. inspections and animal control officer)

shall be reimbursed up to Six Hundred and No Hundredths (\$600.00) Dollars for full-time employees and Two Hundred Fifty and No Hundredths (\$250.00) Dollars for part-time employees. Effective July 1, 2021, members of this contract required to wear uniforms (i.e. ~~communications~~, inspections and animal control officer) shall be reimbursed up to Six Hundred Fifty and No Hundredths (\$650.00) Dollars for full-time employees and Three Hundred and No Hundredths (\$300.00) Dollars for part-time employees.

Members must present the original receipt for their purchases to their supervisor in order to be reimbursed.

### **ARTICLE 30** **SHIFT BIDDING**

There shall be a process repeated every four (4) months whereas full-time dispatchers shall bid, based on full-time seniority for all shifts, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and Swing. A list of all shifts and dispatchers shall be posted and remain posted in the Communications Center for fourteen (14) days. The bid will be considered open at 08:00 on the first day of the bid and closed at 16:00 on the last day of the bid. The only bids that will be considered valid are those that are signed on the bid sheet or in extenuating circumstances those initialed by the Communications Director after receiving an email request from a Dispatcher, which is unable to sign personally, to do so. The completed shift bid shall be posted in Dispatch no later than seven (7) days after the closing date of the shift bid.

The new shift assignments shall begin on the Sunday closest to the 15<sup>th</sup> of said month. The shift shall be bid upon at the following times during the year:

December 15 – December 29

April 15 – April 29

August 15 – August 29

### **ARTICLE 31** **SHIFT DEFINITION**

The Communications Center will run on the following shifts:

1st Shift	–	08:00 to 16:00
2nd Shift	–	16:00 to 00:00
3rd Shift	–	00:00 to 08:00
Swing Shift	–	08:00 to 16:00 and 16:00 to 00:00

Swing shifts to be used only as needed for coverage to be determined by the Communications Director or their designee.

## **ARTICLE 32**

### **REGIONAL DISPATCH**

The Town of Norton will make reasonable training opportunities available to all SENA-B dispatchers to maintain the required certifications to continue in this role and/or to be considered a competitive candidate in the Regional Dispatch Center hiring process.

Pending ratification by Norton Board of Selectmen and Union Membership.

## **ARTICLE 33**

### **VETERANS**

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 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.

Title	Grade
Wiring Inspector	A
Plumbing Inspector	A
Police Records Administrator	B
(Open due to reclassification)	C
Animal Control Officer	D
Fire Administrative Assistant	D
Assessor's Technician	E
Police Administrative Assistant	E
Water/Sewer Office Administrator	E
Dispatch	F
Water Foreman	G

FY21										
FY 2021 GRADES	(START) STEP 1	YEAR 2 STEP 2	YEAR 3 STEP 3	YEAR 4 STEP 4	YEAR 5 STEP 5	YEAR 6 STEP 6	YEAR 7 STEP 7	YEAR 8 STEP 8	YEAR 9 STEP 9	YEAR 10 STEP 10
A	18.93	19.32	19.72	20.12	20.53	20.94	21.36	21.80	22.24	22.68
B	20.30	20.71	21.13	21.56	21.99	22.43	22.88	23.34	23.81	24.29
C	21.17	21.60	22.04	22.48	22.94	23.40	23.87	24.35	24.84	25.34
D	22.35	22.80	23.27	23.75	24.21	24.69	25.20	25.70	26.21	27.19
E	23.19	24.06	24.93	25.80	26.66	27.53	28.40	29.26	30.13	31.00
	(START) STEP 1	YEAR 2 STEP 2	YEAR 3 STEP 3	YEAR 4 STEP 4	YEAR 5 STEP 5	YEAR 6 STEP 6	YEAR 7 STEP 7			
F	19.50	20.94	22.94	23.82	24.30	24.78	25.28			
	(START) STEP 1	YEAR 2 STEP 2	YEAR 3 STEP 3	YEAR 4 STEP 4	YEAR 5 STEP 5	YEAR 6 STEP 6	YEAR 7 STEP 7	YEAR 8 STEP 8	YEAR 9 STEP 9	YEAR 10 STEP 10
G	28.85	29.3	30.2	31.1	32	32.9	33.8	34.7	35.6	36.06

## FY22

FY 2022 GRADES	(START) STEP 1	YEAR 2 STEP 2	YEAR 3 STEP 3	YEAR 4 STEP 4	YEAR 5 STEP 5	YEAR 6 STEP 6	YEAR 7 STEP 7	YEAR 8 STEP 8	YEAR 9 STEP 9	YEAR 10 STEP 10
A	19.32	19.72	20.12	20.53	20.94	21.36	21.80	22.24	22.68	23.13
B	20.71	21.13	21.56	21.99	22.43	22.88	23.34	23.81	24.29	24.78
C	21.60	22.04	22.48	22.94	23.40	23.87	24.35	24.84	25.34	25.85
D	22.80	23.27	23.75	24.21	24.69	25.20	25.70	26.21	26.73	31.00
E	23.65	24.54	25.43	26.31	27.20	28.08	28.96	29.85	30.73	31.62
	(START) STEP 1	YEAR 2 STEP 2	YEAR 3 STEP 3	YEAR 4 STEP 4	YEAR 5 STEP 5	YEAR 6 STEP 6	YEAR 7 STEP 7	YEAR 8 STEP 8	YEAR 9 STEP 9	YEAR 10 STEP 10
G	29.43	29.89	30.62	31.72	32.64	33.56	34.48	35.39	36.31	36.78

FY23

FY 2023 GRADES	(START) STEP 1	YEAR 2 STEP 2	YEAR 3 STEP 3	YEAR 4 STEP 4	YEAR 5 STEP 5	YEAR 6 STEP 6	YEAR 7 STEP 7	YEAR 8 STEP 8	YEAR 9 STEP 9	YEAR 10 STEP 10
A	19.72	20.12	20.53	20.94	21.36	21.80	22.24	22.68	23.13	23.59
B	21.13	21.56	21.99	22.43	22.88	23.34	23.81	24.29	24.78	25.28
C	22.04	22.48	22.94	23.40	23.87	24.35	24.84	25.34	25.85	26.37
D	23.27	23.75	24.21	24.69	25.20	25.70	26.21	26.73	27.26	31.62
E	24.12	25.03	25.94	26.84	27.74	28.64	29.54	30.45	31.34	32.25
	(START) STEP 1	YEAR 2 STEP 2	YEAR 3 STEP 3	YEAR 4 STEP 4	YEAR 5 STEP 5	YEAR 6 STEP 6	YEAR 7 STEP 7	YEAR 8 STEP 8	YEAR 9 STEP 9	YEAR 10 STEP 10
G	30.02	30.49	31.23	32.35	33.29	34.23	35.17	36.10	37.04	37.52

December, 2021.

UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION,  
AFL-CIO-CLC, LOCAL UNION 9517 UNIT 14,  
formerly known as United Steel Workers, f/k/a  
United Steelworkers of America, AFL-CIO-CLC,  
on behalf of S.E.N.A., Salaried Employees of  
North America, Local Union 9158-B,  
**BY ITS BARGAINING COMMITTEE:**

25  
M. J. Hall  
Chas. D. Lee

DATE: 11/11/2011

BY: John B. ...

DATE: 11/11/2011

BY: Lisa T. Cavallo