

07/14/17  
Town of Norton  
Town of Norton  
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AGREEMENT  
BETWEEN  
TOWN OF NORTON  
AND  
UNITED STEELWORKERS,  
  
FORMERLY KNOWN AS  
  
S.E.N.A - A  
(Salaried Employees of North America - A,  
A Division of the United Steelworkers of America,  
AFL-CIO-CLC)  
  
LOCAL UNION 9158-A

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 Steelworkers, formerly known as the United Steelworkers of America, AFL-CIO-CLC, on behalf of S.E.N.A., Salaried Employees of North 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
- Conservation Director
- Council on Aging Director/Human Services Coordinator
- Director of Assessing
- Director of Communications/Information and Technology Coordinator
- Director of Veterans Services
- Foreman (Water Department)
- 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, Cable Studio Director, Human Services Director, 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.

**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 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.

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 1/40<sup>th</sup> 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 maximum of four (4) hours at the rate of one and a half (1 ½) hours for each hour. 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 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 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 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 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 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.

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.

## 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 61<sup>st</sup> 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 three (3) consecutive days of absence or after seven (7) days of absence in a fiscal year 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 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. 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.

## 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. Effective July 1, 2006, said \$100.00 payment shall be converted to a reimbursement under which the Health Agent, Conservation Director and Building Inspector 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 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 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 will increase from \$275.00 to \$325.00 and shall be paid in the first pay period of November.

Effective July 1, 2005, the Town shall provide to the Water Department Foreman, in lieu of a uniform allowance, uniform rental and cleaning services at the Town's expense. In addition, the Town shall also provide said Foreman the sum of \$250.00, on an annual basis, for the purchase of safety work shoes or other protective clothing. Effective July 1, 2008, the Water Department Foreman's work shoe/protective clothing allowance amount will increase from \$250.00 to \$350.00. Effective July 1, 2017, the Water Department Foreman's work shoe/protective clothing allowance amount will increase from \$350.00 to \$400.00. Said reimbursement shall be made simultaneously with the first pay period in the month of November of each year.

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.

**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 30<sup>th</sup> 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
After five (5) years	\$ 300.00	\$ 550.00	\$ 600.00	\$ 700.00
After ten (10) years	\$ 400.00	\$ 650.00	\$ 700.00	\$ 800.00
After fifteen years (15)	\$ 500.00	\$ 750.00	\$ 800.00	\$ 900.00
After twenty years (20)	\$ 600.00	\$ 850.00	\$ 900.00	\$1,000.00
After twenty-five (25)	\$ 600.00	\$ 850.00	\$ 900.00	\$1,000.00

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	\$ 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

The Town Manager may at his 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.

Notwithstanding the above, the Water Department Foreman shall receive for the period of 7/1/05 through 5/20/06 the 7/1/05 increase indicated above. Effective 5/21/06, the Water Department Foreman's rate of pay shall be increased to \$24.65 per hour. Effective 7/1/06, the Water Department Foreman's rate of pay shall be increased to \$25.49 per hour. The Water

Department Foreman shall not be entitled to either of the percentage increases noted above for 7/1/06 or 1/1/07. The Water Department Foreman shall, however, be entitled to receive the increase noted for 7/1/07 or, if applicable, the merit pay increase that is applicable to the evaluation rating that is given to him by the Town Manager.

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
INDEPENDENCE DAY	CHRISTMAS

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.

**LENTH OF CONTINUOUS  
EMPLOYMENT**

After one (1) year  
Eligible to use one (1) week after six (6) months  
After two (2) years  
After six (6) years  
After ten (10) years  
After twenty (20) years

**LENGTH OF PAID  
VACATION**

Two (2) weeks  
Three (3) weeks  
Four (4) weeks  
Five (5) weeks  
Six (6) weeks\*

\*The 6<sup>th</sup> 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, 2017, and continue in full force and effect through June 30, 2020, 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 Insurance Advisory Committee ("IAC") and shall appoint/elect such member upon notice from the Town that it intends to convene the IAC.

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 IAC prior to implementing any changes. If the changes proposed by the Town are subsequently approved by the IAC within the meaning of c. 32B, §3, the Town shall be free to implement those changes forthwith.



In the event that the IAC 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, 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, Water Department Foreman)

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, 2017 employees with two (2) years of service will be eligible for an incentive increase for exceptional service or increased duties, each year up to a maximum of three (3) percent. Salary increases will be awarded after the next Town Meeting funding opportunity.

## 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 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.

#### Director of Assessing

Effective July 1, 2008, the Director of Assessing shall receive an annual accreditation stipend in the amount of \$650.00 so long as accreditation as described in M.G.L. c. 59, §21A, is maintained and properly documented to the Board of Assessors and the Town Manager. Effective July 1, 2017, this stipend shall increase to \$850.00.

#### Building Maintenance Coordinator

If a member of this bargaining unit is assigned the duties of Building Maintenance Coordinator, they shall receive a stipend of \$2,000.00.

#### Backflow Prevention Certification

Effective July 1, 2017, if a member of this bargaining unit possesses a Backflow Prevention Certification, they shall receive a stipend of \$1,000.00 so long as the certification is maintained and properly documented to the Water/Sewer Superintendent and the Town Manager.

## ARTICLE 31

### ON CALL

Effective July 1, 2005, when assigned to be responsible for SCADA monitoring and response, the Water Department Foreman will be paid fourteen (14) hours straight time per week. Assignments will be weekly and pay will be based on one (1) hour per day, Monday through Friday, and four and a half (4 ½) hours for Saturday and Sunday. (Holidays will be paid at the weekend rate.) The Water Department Foreman will also be paid for callouts anytime he has to physically go to the site, but must punch in and out. When assigned to SCADA monitoring, the Water Department Foreman will also be provided with a cell phone and pager for the week. The Superintendent will determine and post requirements for eligibility for participation.”

To the extent that this provision will be applied retroactively, the parties understand and agree that all amounts that were previously paid to the Water Department Foreman for performing weekend rounds during the relevant period of time will be deducted from any retroactive amount that will be paid to him.

## 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.

## ARTICLE 33

### MILITARY LEAVE

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 34

JOB POSTING

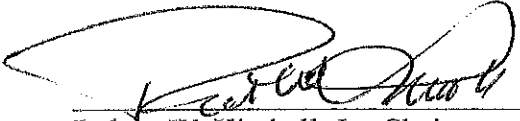
When a job vacancy occurs, or a new position is created, the position shall be posted in a conspicuous place and emailed to all full-time and regular part-time supervisory employees in the Town employed in the positions set forth in the Recognition clause of this Agreement listing the pay rate, duties, 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.

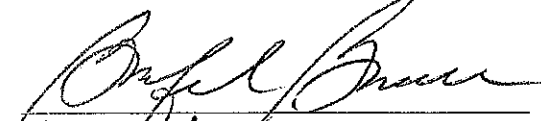
The person selected for the position shall serve a probationary period of ninety (90) days. The Town may at its sole option extend said period for an additional ninety (90) days. The Town may discipline, suspend or terminate the person selected during the probationary period and the Union shall not be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

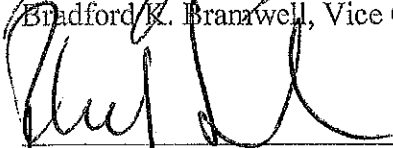
IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEAL

THIS 13<sup>th</sup> DAY OF July, 2017.

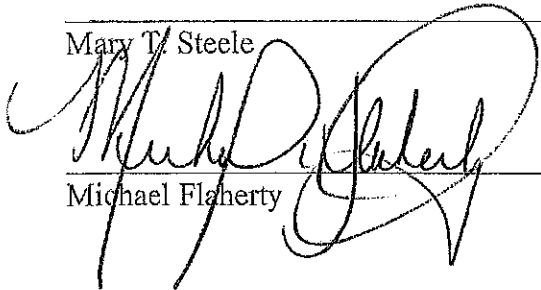
TOWN OF NORTON, BY AND THROUGH  
ITS BOARD OF SELECTMEN:

  
Robert W. Kimball, Jr., Chairman

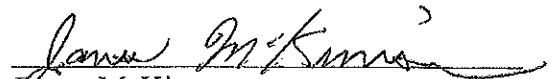
  
Bradford K. Bramawell, Vice Chairman


  
Robert S. Salvo, Sr., Clerk


Mary T. Steele

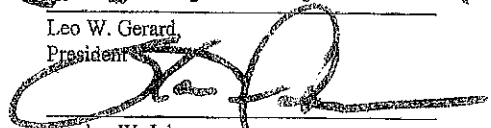
  
Michael Flaherty

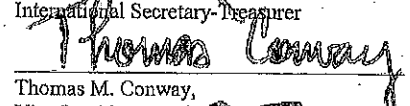
SENA LOCAL 9158-A  
BARGAINING COMMITTEE,  
BY:


  
James McKinnon


  
Charlene A. Fisk

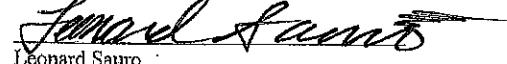
UNITED STEELWORKERS,  
FL-CIO-CLC  
  
Leo W. Gerard,  
President

  
Stanley W. Johnson,  
International Secretary-Treasurer

  
Thomas M. Conway,  
Vice President, Administration

  
Fred Redmond,  
Vice President, Human Affairs

  
John E. Shinn,  
Director, District 4

  
Leonard Sauro  
Staff Representative