

Collective Bargaining Agreement Between

The Town of Norton and

American Federation of
State, County, and Municipal Employees,
AFL-CIO, Council 93, Local 1702,
Clerical Employees

July 1, 2023 - June 30, 2026

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 93, LOCAL 1702

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**AGREEMENT
BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 93, LOCAL 1702
AND
TOWN OF NORTON**

PREAMBLE

This Agreement entered into by the Town of Norton, hereinafter referred to as the Employer, and Local 1702. State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of conditions of employment.

ARTICLE 1

RECOGNITION

During the period of this Agreement, the Town agrees to recognize the Union as the exclusive bargaining agency for all regular full and part time clerical Employees of the Town of Norton, including clerk typist, secretary, administrative secretary, payroll clerk, principal accounting clerk, account clerk, and assistant town clerk employed in the office of the Town Clerk, Treasurer, Tax Collector, Assessors, Board of Selectmen, including a floating assignment Employee under the supervision of the Town Manager, Water Department and the Board of Health, Inspection Department, Accounting, Planning, Human Services, Recreation Commission, excluding Secretary of the Board of Selectmen, confidential, casual, seasonal and managerial Employees. All benefits for the part time Employees shall be prorated.

ARTICLE 2

UNION DUES

The Employer shall be required to provide the Union with the following information:

1. The Union and/or the employee shall furnish a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Town of Norton. The Union and the Town of Norton agree that employee Social Security Numbers will not be released to any third party outside of the business relationship existing between the Union and the Town of Norton, unless directed in writing, by the employee.

2. Concurrent with the issuance of weekly/bi-weekly wages to workers in the bargaining units represented by the Union, the Employer will electronically forward a data file to the Union for all employees for whom dues or agency fees have been deducted. These deductions and roster-information will be transmitted to the AFSCME Council 93 business office no later than the 15th of every month – and such transmission shall be accomplished either by electronic mail or some other secure method as agreed to by the parties.

3. Upon the issuance of weekly/bi-weekly wages to workers in the bargaining units represented by the Union, the Employer will electronically forward a data file to the Union for all employees whose job title is represented by the Union. This file shall contain:

- Effective Date
- Last Name
- First Name
- Middle Initial
- Home Address
- Phone number (1 – Mobile, 2 – Home, 3 – Work)
- E-mail address (1 – Personal, 2 – Work, 3 – Other)
- Date of Birth
- Social Security Number or last 4 digits
- Employee ID #
- Gender
- Employee Status
- Hire Date
- Position/Title
- Bargaining Unit
- Date Employee Started in Bargaining Unit
- Dues Deduction
- Employer Name
- Agency/Department Code
- Salary Information
- Pay period frequency
- Number of pay periods
- Salary/Compensation rate
- Authorized Hours
- Full/Part-time Code
- Termination Date
- Marital Status
- Race
- Grade
- Step
- Step Entry Date
- Rehire Date

4. Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools (such as Office, Excel, CSV, etc.) that are commonly used by the Employer. These files may contain data, which describes the employee, their job, or personnel actions performed. The request for this data will not be unreasonably denied.

5. The Employer shall provide to the Union an updated listing of codes on a weekly/bi-weekly/monthly basis. If, however an existing code is changed or created, or changed and applied to an employee, the Employer shall provide to the Union a notice of said change(s) made to an existing code or created code within thirty (30) days of said change.

Whenever a new employee is hired into the bargaining unit, the town shall notify the Union and allow the Union to meet with the new employee within the first ten (10) days of employment either during new employee orientation or for a period of not less than thirty (30) minutes without loss of pay.

ARTICLE 3

AGENCY SERVICE FEE

The Town agrees to deduct an Agency Service Fee from any Employee who is not a member of the Union and who so authorizes such a deduction. The Agency Service Fee shall be consistent with Rules and Regulations of the Labor Relations Commission relative to the Agency Service Fee. Said fee will be deducted in the same manner as Union dues are deducted pursuant to the provisions of Article 2 of this Agreement.

The Town shall require as a condition of employment that any Employee hired after July 1, 1981, must pay either Union dues as described above or Agency Service Fees. The Union agrees to indemnify the Town for damages which the Town may be required to pay by an administration agency or court of competent jurisdiction of last resort as a result of the Town's compliance with this section. The amount of such indemnification shall be determined by the amount of damages awarded against the Town and the payment of all reasonable attorney's fees and legal costs incurred by the Town in defense of any claim arising out of this clause.

Any person who is hired is not required to join the bargaining unit. However, if this person is hired, he/she is enjoying the benefits of the bargaining unit and may be assessed an agency service fee which will be equal to the Union dues paid by the members of the bargaining unit by voluntarily signing an agency fee authorization form.

ARTICLE 4

DISCRIMINATION AND COERCION

There shall be no discrimination by supervisors or other agents of the Employer against any Employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement or his/her refusal to comply with any order which would violate this Agreement.

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

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, as to the application, meaning or interpretation of this Agreement, the disposition of which is not provided for in any law, rule or regulation, shall be settled in the following manner:

STEP 1: The Union Steward and/or representative, with or without the aggrieved Employee, shall take up the grievance or dispute in writing with the Employee's immediate supervisor within five (5) working days in writing.

STEP 2: If the grievance still remains unadjusted, it shall be presented to the Town Manager in writing within three (3) working days after the response of the immediate supervisor is due. The Town Manager shall respond within five (5) working days.

STEP 3: If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen in writing within seven (7) working days after the response of the Town Manager is due. The Board of Selectmen shall respond in writing within fifteen (15) working days. An extension of fifteen (15) working days shall be granted by mutual agreement to the Board of Selectmen handling any grievance for the purpose of fully and thoroughly investigating such grievance prior to making an answer.

STEP 4: If the grievance is still unsettled, the Union may, within thirty (30) days after the reply of the Board of Selectmen is due, by written notice to the Employer, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Labor Relations Connection shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

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

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made. Copies of such verbatim records shall be provided by the party on a cost sharing basis only.

Grievances involving disciplinary action shall be processed beginning at the second (2) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and the privileges that would have been due the Employee. In the alternative, the arbitrator may confirm and ratify the action of the Town.

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

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

ARTICLE 6

SENIORITY

Preference shall be given to Employees older in service and in the order of their seniority to the work available at such time that the work is assigned and are qualified to perform the work required, subject to the approval of the Town Manager. Qualification of any Employee to perform work shall be in the sole judgment of the Town Manager.

Employees in order of their seniority shall have preference:

1. In filling vacancies and job opportunities.
2. To work opportunities in the event of layoff for lack of work.
3. In recall to work after layoff.
4. In selection of vacations from the vacation schedule.

Employees who fill vacancies shall do so at their current rate, not to exceed the top of the range of the position being filled.

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

If an Employee resigns voluntarily and is rehired by the Town within one (1) year, he/she will be entitled to retroactive seniority time after one (1) year continuous service from the date of rehiring. If an Employee is discharged for cause by the Town, he/she shall lose all seniority.

ARTICLE 7

LONGEVITY

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

LENGTH OF SERVICE	PAYMENT SCHEDULE			
	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024	Effective July 1, 2025
After 5 Years	\$750.00	\$900.00	\$1,050.00	\$1,200.00
After 10 Years	\$800.00	\$950.00	\$1,100.00	\$1,250.00
After 15 Years	\$850.00	\$1,000.00	\$1,150.00	\$1,300.00
After 20 Years	\$900.00	\$1,050.00	\$1,200.00	\$1,350.00
After 25 Years	\$950.00	\$1,100.00	\$1,250.00	\$1,400.00
After 30 Years	\$1,000.00	\$1,150.00	\$1,300.00	\$1,450.00

Said payment to be made on the normal payday following the anniversary date of the Employee's service to the Town.

ARTICLE 8

JOB SECURITY

No non-probationary Employee in the unit shall have any disciplinary action taken against him/her unless for just cause. It is further agreed all discipline shall be progressive starting with a verbal warning, then a written warning, suspension and finally termination, except where the misconduct at issue warrants that more severe disciplinary action be taken.

An Employee who has received disciplinary action, including but not limited to verbal or written warning, suspension, or termination, has the right to appeal said action under grievance procedures under Article 5.

The Town agrees to impact bargain with the Union in the event that the Town contracts with a private vendor for payroll services.

ARTICLE 9

JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications, area, shift and days off. This notice of vacancy shall remain posted for seven (7) days, and a copy of same shall be given to the Union Steward. Employees interested shall apply in writing within the seven (7) day period. Within five (5) days of expiration of the posting period, the Town Manager will award the position to the most qualified applicant, and shall notify the Union Steward of the name of the individual, the position title and the starting pay rate.

The successful applicant shall be given up to a thirty (30) day trial and training period in the new position at the applicable rate of pay. If, during the trial and training period, the Town Manager determines that the Employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate forthwith. When an Employee is promoted to a higher classification, the Employee's rate of pay (step) shall be the step or rate of pay that is the lowest for the new position that results in an increase in the rate of pay for the Employee. Should the resulting increase for the next-higher step or salary rate in the job group into which the employee is being promoted be less than a two (2%) percent per hour increase, then the employee's rate of pay shall be increased by two (2%) percent per hour for the time period between the next contractual step or rate increase. If an Employee moves down in job classification, the Employee shall be paid at a step that is closest to their current rate.

Whenever a new employee is hired, the town shall notify the Union and allow the Union to meet with the new employee within the first ten (10) days of employment either during new employee orientation or for a period of not less than thirty (30) minutes without loss of pay.

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications, area, shift and days off. This notice of vacancy shall remain posted for seven (7) days, and a copy of same shall be given to the Union Steward. Employees interested shall apply in writing within the seven (7) day period. Within thirty (30) days of expiration of the posting period, the Town Manager will award the position to the most qualified applicant, and shall notify the Union Steward of the name of the individual, the position title and the starting pay rate.

When employees are requested to fill in for/perfor the duties of a position in a higher category than their current assignment, they shall be compensated as if they were promoted to said position at the proper step, etc., in accordance with this agreement. Said employees will be required to perform the duties of the higher

category for two (2) weeks in order to receive the additional compensation retroactive to the first day. When it is anticipated that the employee will fill the position for greater than two (2) weeks, they shall also be compensated for any utilized accrued leave benefits (vacation, sick, Holiday, etc.) at the higher rate during the period.

ARTICLE 10

WORK SCHEDULE

It is agreed between the Union and the Town that the work schedule will be 35 hours per week, Monday-Friday. Exemption from working 5 days per week may be made on an individual basis through mutual consent between the Union and the Employer.

It is agreed between the Town and the Union that effective June 30, 2005, the Clerical Union Employees will be compensated for one-half (1/2) of their one (1) hour lunch period, thereby increasing their paid work schedule to thirty-seven and one-half (37½) hours per week. Any Employee required to work in excess of thirty-seven and one-half (37½) hours in a one (1) week period will be paid at a rate of one and one-half (1½) times their regular rate of pay for hours worked in excess of thirty seven and one-half (37 ½) hours.

The Town does agree to permit employees to take compensatory time off on an hour for hour and one half basis for work in excess of thirty-seven and one-half (37 ½) hours in a one (1) week period. 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 and shall be taken within thirty (30) days.

Town Hall Hours: It is agreed that all employees will work Town Hall evening hours and Town Hall will close at 12:30 P.M. on Fridays.

It is agreed between the Parties a day shall equate to seven and one half (7.5) hours per day (for full time employees) and given the flexible nature of the agreed upon schedule, when requesting time off, the employee shall be granted all contractual benefits by utilizing an hourly calculation.

Part time employees shall also receive the same benefits, calculated in the same manner as full time employees, and in accordance with their regularly scheduled number of hours and/or days as determined by the most recent two (2) week period.

ARTICLE 11

REIMBURSEMENT OF SCHOOL COURSES

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

ARTICLE 12

JURY PAY

The Employer agrees to make up the difference in an Employee's wage between a normal week's wages and compensation received for jury duty.

ARTICLE 13

HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Juneteenth	

and any other day declared a holiday by the Governor of the State of Massachusetts and/or General Court. It shall be required that each Employee work either the last day prior to or the first day after each holiday in order to be eligible for paid holiday time.

When Christmas falls on a Tuesday, Wednesday, Thursday or a Friday the preceding day will be a ½ 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, the Holiday shall be observed on Friday. If the Holiday falls on a Sunday, the Holiday shall be observed on Monday.

ARTICLE 14

VACATIONS

The following vacations shall be granted:

1. For employees hired prior to January 1, 2009:

Two (2) weeks vacation after one (1) year of service.
Three (3) weeks vacation after three (3) years of service.
Four (4) weeks vacation after eight (8) years of service.
Five (5) weeks vacation after ten (10) years of service.
Six (6) weeks of vacation after twenty (20) years of service.

2. For employees hired on or after January 1, 2009:

Two (2) weeks vacation after one (1) year of service (eligible to use one [1] week after six [6] months of service).
Three (3) weeks vacation after three (3) years of service.
Four (4) weeks vacation after eight (8) years of service.
Five (5) weeks vacation after fifteen (15) years of service.

Vacation must be taken during the fiscal year. An Employee must notify the Department Head, in writing, at least fourteen (14) days prior to his/her intended vacation. Should a holiday fall on the vacation week, an additional day's vacation shall be granted. In the event of a conflict in request for vacation time, a supervisor shall award vacation on the basis of seniority. In any event, any and all vacation time shall be awarded by the Supervisor of each Department in a manner consistent with proper staffing and efficiency of that department. If an Employee is terminated for any reason other than just cause, said Employee shall be entitled to vacation on a pro-rated basis. The Town may account for Employees vacation on a per hour, per shift, or per payroll period basis.

Employees shall be allowed to carry over a maximum of five (5) vacation days from one (1) fiscal year into the next fiscal year.

Effective July 1, 2023, Employees will be allowed to carry over a maximum of ten (10) vacation days from one (1) fiscal year into the next fiscal year.

When vacation is requested and denied due to operational needs the employee shall have the option to be compensated for up to five (5) days of unused vacation.

Any payout of vacation under these terms shall be made in the last pay period of the fiscal year in which denial occurred.

ARTICLE 15

SICK LEAVE

- A. All Employees shall be allowed eighteen (18) paid sick days per year at the Employee's regular rate of pay. Unused paid sick days shall be allowed to accumulate for one hundred fifty (150) days. Eligibility for sick days shall be determined at the rate of one and one-half (1½) days per month beginning from the first (1st) working day of employment; after successful completion of the probationary period, the Town may account for Employees' sick leave on a per hour, per shift, or per payroll period basis.
- B. Employees hired prior to January 1, 2009, shall be entitled to buy back at (50%) percent of unused sick leave upon 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 the death of an Employee, reimbursement will be to the spouse, the estate of any person previously designated by the Employee.
- C. The supervisor of any department may require that any Employee furnish him/her with a doctor's certificate stating the reason for any absence due to personal or family illness if any Employee takes more than three (3) consecutive days in any thirty (30) day period. Said doctor's certificate shall be obtained at the expense of the Employee.
- D. When a spouse, significant other, child or immediate family member (i.e. (mother, father, brother, sister, mother-in-law, or father-in-law) is sick, the Employee may utilize accumulated sick leave days up to ten (10) days in a fiscal year.

ARTICLE 16

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 this Agreement. 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. Workman's Compensation will be granted to all Employees after successfully completing the probation period. 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 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 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 60 Percent Town 40 Percent Employee.

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

ARTICLE 17

FUNERAL LEAVE

In the event of a death of a significant other, mother, father, sister, brother, grandparent, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepmother-in-law, stepfather-in-law, grandchildren, daughter-in-law, son-in-law, niece, nephew, first cousin or legal guardian of any Employee will be granted an excused absence of up to three (3) consecutive calendar days without loss of pay or up to five (5) consecutive calendar days in the event of a loss of a spouse or child. Two (2) additional consecutive calendar days shall be granted by the Department Head when a funeral is held out of state and attended by the Employee. One (1) day of leave shall be granted to attend the funeral of a grandparent-in-law.

ARTICLE 18

PERSONAL DAYS

Three (3) days per year shall be granted to Employees with the approval of the Department Head for personal business.

Personal days must be requested twenty-four (24) hours in advance. Personal days will be awarded on a basis consistent with the efficient operation of any given department. The requirement for twenty-four (24) hours notice shall be waived if the personal day is requested as a result of an emergency in the Employee's family.

ARTICLE 19

LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay may be granted at the discretion of the Department Head consistent with the efficient operation of the department up to a maximum of thirty (30) days per year.

ARTICLE 20

UNION REPRESENTATIVE

A written list identifying the Union Steward or stewards shall be furnished to the Employer immediately after their designation; the Union shall notify the Employer of any changes.

The above shall be granted reasonable time off, with the approval of the Employer, which shall not be unreasonably denied, during work hours to investigate and settle grievances, and attend state meetings of State Council 93, American Federation of State, County and Municipal Employees, if elected as a delegate to said convention without loss of pay. The Union Steward shall be allowed a one (1) hour orientation to meet with New employees.

ARTICLE 21

WAGES

A current employee will be placed at the step closest to their existing step that provides at least a 2% increase.

Employees shall advance to the next step on their anniversary date.

Effective 7/1/2020 any employee who was previously at top step shall be placed on the Step 6 of the new wage table and advance to the next step on their anniversary.

Effective 7/1/2020 all Group D employees shall be placed on the Step 4 of the new wage table and advance to the next step on their anniversary.

An Employee who uses her/his own vehicle for authorized Town business will be reimbursed at the prevailing rate recognized by the Internal Revenue Service (See attached).

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

The wages for all employees shall be increased 2.5% effective 7/1/2023, 2.5% effective 7/1/2024, 2.5% effective 7/1/ 2025.

Drop/Add steps as follows:

Effective on 7/1/2023 the lowest step of the wage table will be deleted and an additional step will be added to the highest end of the wage table.

Effective on 7/1/2024 the lowest step of the wage table will be deleted and an additional step will be added to the highest end of the wage table.

Effective on 7/1/2025 the lowest step of the wage table will be deleted and an additional step will be added to the highest end of the wage table.

	Clerical
A Group	COA, Town Clerk Office, Veteran's Office
	Administrative Secretary
B Group	Conservation, Planning/Zoning, Water, Assessor's Office, Treasurer's Office
C Group	Payroll/Benefits Coordinator, Assistant Town Clerk
	Office Administrator
D Group	Board of Health, Highway, Inspections

FY 2023	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
A GROUP	\$ 19.67	\$ 20.88	\$ 21.30	\$ 21.72	\$ 22.16	\$ 22.82	\$ 23.51	\$ 24.21	\$ 24.94	
B GROUP	\$ 20.90	\$ 22.71	\$ 23.17	\$ 23.63	\$ 24.11	\$ 24.83	\$ 25.58	\$ 26.35	\$ 27.14	
C GROUP	\$ 21.20	\$ 22.87	\$ 23.33	\$ 23.79	\$ 24.26	\$ 24.99	\$ 25.74	\$ 26.51	\$ 27.30	
D GROUP	\$ 21.51	\$ 23.40	\$ 23.87	\$ 24.34	\$ 24.83	\$ 25.58	\$ 26.34	\$ 27.13	\$ 27.95	
FY 2024	STEP 1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A GROUP	\$ 20.17	\$ 21.41	\$ 21.83	\$ 22.27	\$ 22.71	\$ 23.39	\$ 24.10	\$ 24.82	\$ 25.56	\$ 26.33
B GROUP	\$ 21.42	\$ 23.28	\$ 23.75	\$ 24.22	\$ 24.71	\$ 25.45	\$ 26.22	\$ 27.01	\$ 27.82	\$ 28.65
C GROUP	\$ 21.73	\$ 23.44	\$ 23.91	\$ 24.39	\$ 24.87	\$ 25.61	\$ 26.38	\$ 27.17	\$ 27.99	\$ 28.83
D GROUP	\$ 22.05	\$ 23.98	\$ 24.46	\$ 24.95	\$ 25.45	\$ 26.22	\$ 27.00	\$ 27.81	\$ 28.65	\$ 29.51
FY 2025	STEP 1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A GROUP	\$ 21.94	\$ 22.38	\$ 22.82	\$ 23.28	\$ 23.98	\$ 24.70	\$ 25.44	\$ 26.20	\$ 26.99	\$ 27.80
B GROUP	\$ 23.86	\$ 24.34	\$ 24.83	\$ 25.33	\$ 26.09	\$ 26.87	\$ 27.68	\$ 28.51	\$ 29.37	\$ 30.25
C GROUP	\$ 24.03	\$ 24.51	\$ 25.00	\$ 25.49	\$ 26.25	\$ 27.04	\$ 27.85	\$ 28.69	\$ 29.55	\$ 30.43
D GROUP	\$ 24.58	\$ 25.07	\$ 25.58	\$ 26.09	\$ 26.87	\$ 27.68	\$ 28.51	\$ 29.36	\$ 30.24	\$ 31.15
FY 2026	STEP 1	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
A GROUP	\$ 22.94	\$ 23.39	\$ 23.86	\$ 24.58	\$ 25.31	\$ 26.07	\$ 26.86	\$ 27.66	\$ 28.49	\$ 29.35
B GROUP	\$ 24.95	\$ 25.45	\$ 25.96	\$ 26.74	\$ 27.55	\$ 28.37	\$ 29.22	\$ 30.10	\$ 31.00	\$ 31.93
C GROUP	\$ 25.12	\$ 25.62	\$ 26.12	\$ 26.91	\$ 27.72	\$ 28.55	\$ 29.40	\$ 30.29	\$ 31.19	\$ 32.13
D GROUP	\$ 25.70	\$ 26.22	\$ 26.74	\$ 27.54	\$ 28.37	\$ 29.22	\$ 30.10	\$ 31.00	\$ 31.93	\$ 32.89

ARTICLE 22

PROBATIONARY PERIOD

The first sixty (60) days of continuous employment of any Employee shall constitute his/her probationary period.

ARTICLE 23

STRIKE OR WORK STOPPAGE

The Union and any Employee shall not engage in a strike and no Employee or the Union shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services.

No compensation shall be paid to any Employee with respect to any day or part thereof when such Employee is engaged in a strike, work stoppage, slowdown or withholding of services.

Any Employee who engages in a strike, work stoppage, slowdown, or withholding of services shall be subject to disciplinary action or discharge proceedings.

ARTICLE 24

MATERNITY/PATERNITY LEAVE

Maternity leave shall be granted by the Town of Norton to any Employee consistent with the provisions of Massachusetts General Laws, Chapter 149, Section 105D.

ARTICLE 25

MANAGEMENT RIGHTS

The Town shall retain all rights and authority the Town had prior to the signing of any Collective Bargaining Agreement with the Town Hall Employees, Council 93, Local 1702, A.F.S.C.M.E., except those rights which are explicitly and specifically modified by the express terms of this Agreement. Notwithstanding the position of the Contract, the Town of Norton shall retain and exercise through its Board of Selectmen and the various appointed and elected officials in supervisory capacities all right to manage and control its Town Hall Employees that are given to them by the applicable statutes of the Commonwealth of Massachusetts, and this is expressly understood by the parties to this Agreement. The Town of Norton Management Personnel shall make all suitable regulations governing the Employees in question subject to the approval of the Town of Norton Board of Selectmen. The various personnel shall be in immediate charge of the Employees themselves who shall obey the orders of the management personnel. Nothing in this Agreement shall be construed to abridge or modify these powers of the Town of Norton, its management personnel, or the Board of Selectmen.

ARTICLE 26

SUFFICIENCY OF FUNDS

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

ARTICLE 27

DURATION OF AGREEMENT

A. EFFECTIVE DATE

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.

B. TERMINATION

This Agreement will remain in effect for three (3) years. At the end of this time, either party may terminate this Agreement provided such termination is transmitted through the Certified Mails to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed. During the term of this agreement, both parties agree to reopen discussions regarding design and implementation of a performance appraisal system with no less than thirty (30) days notice.

C. RENEWAL

Should either party to this Agreement send a notice of termination as described above, this Agreement will be considered to have automatically renewed for another year.

Nothing in the article shall preclude the Union from modifying any previous proposals during the course of the negotiations.

ARTICLE 28

TRAINING

(Reserved for Future Use)

ARTICLE 29

MISCELLANEOUS PROVISIONS

- A. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained 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 incidents, upon performance of any of the terms or conditions 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 term or condition, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

The Town is making a significant investment in training personnel.

If an employee terminates employment with the Town less than five (5) years after attaining a given certificate or license, they will be required to reimburse the Town for training and testing expenses as follows:

Less than two (2) years	80%
Two (2) to three (3) years	60%
Three (3) to four (4) years	40%
More than four (4) years but less than five (5) years	20%

Upon separation with the Town, the Town has the right to retain any amount owed from accumulated vacation time and the balance paid based on mutually agreed repayment schedule. This table does not apply for termination by employer, retirement or death.

ARTICLE 30

SICK LEAVE BANK

The Town agrees to the creation of a sick leave bank with the specific provisions, eligibility criteria and procedures related to same to be negotiated between the parties.

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 the employee(s) who had made the donations that are being returned to them shall be notified of the same (see example). The Town Administrator 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.

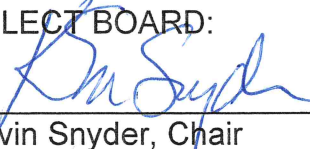
ARTICLE 31

PEOPLE CONTRIBUTION

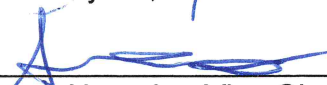
The Town agrees to deduct from the wages of any employee who is a member of the Union a People Deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

This Agreement entered into this 10th day of August, 2023.

FOR THE TOWN OF NORTON
SELECT BOARD:



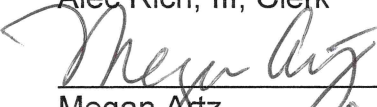
Kevin Snyder, Chair



Steven Hornsby, Vice Chair



Alec Rich, III, Clerk



Megan Artz



Denise Luciano

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, COUNCIL 93, AFL-CIO:

