

01/16/24 Tom KCT
Tom mgs
KZ same Howard
Cm

01/16/24 Tom KCT
Tom mgs
KZ same Howard
Cm

01/16/24 Tom KCT
Tom mgs
KZ same Howard
Cm

01/16/24 Tom KCT
Tom mgs
KZ same Howard
Cm

HIGHWAY EMPLOYEES COLLECTIVE BARGAINING AGREEMENT

Table of Contents

ARTICLE	DESCRIPTION	PAGE
1	Recognition	1
2	Union Dues	1
3	Agency Service Fee	3
4	Discrimination and Coercion	4
5	Grievance and Arbitration Procedure	4
6	Seniority	5
7	Job Security	6
8	Job Posting and Bidding	6
9	Hours and Overtime	6
10	Clean-Up Time	8
11	Jury Pay	8
12	Holidays	8
13	Vacations	9
14	Sick Leave	9
15	Insurance	10
16	Funeral Leave	11
17	Uniforms and Protective Clothing Allowance	11
18	Personal Days	11
19	Personal Effects Reimbursement	11
20	Longevity	12
21	Wages	12
22	Management Rights	13
23	Sufficiency of Funds	13
24	Effective Date	13
25	Termination	14
26	Renewal	14
27	Military Leave	14
28	Miscellaneous Provisions	14
29	Commercial Driver's License	15
30	Class A and Excavator Licenses	16
31	People Contribution	16
32	Health and Safety	16
33	Tuition Reimbursement	17
34	Sick Leave Bank	17
APPENDIX		
A	Compensation Rates	
B	Disciplinary Policies and Procedures	

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

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 full time Norton Highway Department employees, excluding the Superintendent and the employees represented by other bargaining units.

ARTICLE 2
UNION DUES

~~Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of this form, the Employer agrees to deduct each pay period Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee in the unit who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the tenth (10th) of each month.~~

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, th 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

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.

This amount of the agency service fee shall be deducted from the employee's gross pay every week and shall be transmitted to the bargaining unit. Every new employee shall be advised of this before he/she is hired so that he/she has knowledge of same.

In consideration of the Employer's entering into this collective bargaining Agreement, which Agreement includes an agency service fee provision, the Union hereby agrees to indemnify the said Employer and hold it harmless from any and all claims, liabilities or costs of the Employer which arise out of entering into or enforcement of said provision or which arise out of payroll deduction of agency service fees, including any and all legal fees and costs incurred by the Town.

ARTICLE 4 DISCRIMINATION AND COERCION

There shall be no discrimination by foremen, superintendents, 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 adherence to any provision of this Agreement or his refusal to comply with any order which would violate this Agreement. The Employer and the Union also agree not to discriminate in any way against employees on account of race, religion, creed, national origin, sexual orientation, gender, or age.

ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, except as provided for in Massachusetts General Laws Chapter 150C, as to the application, meaning or interpretation of this Agreement the disposition of which is not provided for any law, rule, or regulation shall be settled in the following manner:

Step 1

Any aggrieved employee and/or the Union may submit a written account of the grievance to the employee's Superintendent within three (3) working days of its occurrence or alleged occurrence. The Superintendent shall render a written decision within three (3) working days.

Step 2

If the Union is not satisfied at Step 1, the grievance may be submitted in writing to the Town Manager within ten (10) working days. The Town Manager shall render a written decision within ten (10) working days.

Step 3

If the Union is not satisfied at Step 2, the grievance may be submitted in writing to the Labor Relations Connection ("LRC") for binding arbitration within twenty (20) working days in accordance with the procedures of the LRC.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the records.

Grievances involving disciplinary action shall be processed beginning at the second (2nd) 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 privileges that would have been due to the employee. The arbitrator shall have the authority to settle only a grievance which concerns the interpretation and application of this Agreement. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify this Agreement.

ARTICLE 6 SENIORITY

Preference shall be given to employees older in service and in the order of their seniority to work available, providing that such employees are available at such times that the work is assigned and are qualified to perform the work required, subject to the approval of the Superintendent.

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 or lack of work;
3. In recall to work after layoff; and,
4. In selections of vacations from the regular vacation schedule.

If an employee resigns voluntarily and is rehired by the Town within two (2) years of his resignation, he will be entitled to retroactive seniority time after two (2) years continuous service from the date of rehiring. If an employee is discharged for cause by the Town, he shall lose all seniority. Seniority for purposes of this Agreement shall be defined as continuous service in the bargaining unit, unless otherwise specified or limited by the terms of this Agreement.

ARTICLE 7
JOB SECURITY

No employee in the unit shall have any disciplinary action taken against them except for just cause. Said employee then will have the opportunity to avail himself of the grievance procedure outlines in ARTICLE 5 of this Agreement.

ARTICLE 8
JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place in a work-related area listing the pay, duties, and qualifications, area, shift, and days off. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within five (5) days of expiration of the posting period, the Employer will award the position to the most qualified senior applicant.

The successful applicant shall be given a thirty (30) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work he shall be returned to his old position and rate. Said determination of qualification shall be in the sole judgement of the Superintendent.

If no applicant is qualified, the Employer may fill the position from outside the bargaining unit. It is further agreed mutually between the parties that if no individual in the bargaining unit applies for a posted vacancy within the above-described period of time, the Employer shall fill the position from outside the bargaining unit.

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.

ARTICLE 9
HOURS AND OVERTIME

Eight (8) hours a day (Monday through Friday) shall constitute a normal day's work. The regular time to commence work shall be seven o'clock A.M. and the regular quitting time shall be three-thirty o'clock P.M. unless otherwise directed by the Superintendent or in the event of an emergency when employees may be required to work over the regular quitting time, or begin work before the regular starting time. There shall be a thirty (30) minute lunch break and two (2) ten (10) minute coffee breaks (one in the morning and one in the afternoon) each working day. Forty (40) hours shall constitute a normal week's work, eight (8) hours each day, Monday through Friday.

Time and one-half shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater. All time worked on Sundays shall be paid at the rate of one and one-half (1-1/2) times the rate of the employees normal rate of pay. All time worked on any holiday recognized in this Agreement shall be paid at a rate of one and one-half times the rate of the employees normal rate of pay plus eight (8) hours pay for the holiday at the employees normal rate of pay, except that time worked on New Year's Day, Thanksgiving, Christmas, Easter and July Fourth (4th) shall be paid at a rate of two times the rate of the employees normal rate of pay plus eight (8) hours pay for the holiday at the employees normal rate of pay. If called to return to work after normal working hours, members will receive a minimum of four (4) hours pay or whichever is the greater. Overtime work or holiday work must be scheduled or authorized by the Superintendent. When employees work four (4) consecutive hours before the start of their next regular shift without being dismissed prior to the start of their shift, they will remain at the overtime rate until dismissed for the day.

Employees will be paid double time (instead of time and one-half) for the continuous hours they work after working twelve (12) consecutive hours.

Any employee who receives (2) two times their regular rate of pay and is called back within (6) six hours of signing out, shall continue to be paid (2) two times their regular rate until they sign out and are off the clock for four (4) consecutive hours or more.

Overtime shall be equally and impartially distributed among personnel in each department by seniority, as that term is defined in Article 6, who ordinarily perform such related work in the normal course of their work week. Employees who are offered work and refuse will be credited with having had their turn. When in case of extreme emergencies it is necessary to call in personnel from other departments to aid and assist, the personnel from other departments other than the department which normally performs such related work shall be released from their duties first when the work load lessens.

All employees shall be given a copy of their overtime slips. Overtime accepted will be posted monthly on the Union bulletin board.

Employees will have the option of getting paid at time and one half or to take compensatory time off at time and one half. If said employees choose compensatory time off, it must be taken within twenty (20) workdays.

For the purpose of computing overtime, all paid leaves (holidays, vacation, sick leave, funeral leave, personal leave, and any other paid leaves) shall be considered time worked.

Notwithstanding the other provisions of this article, the Highway Superintendent can unilaterally assign overtime work to employees who normally perform during their workday the type of work for which the overtime is needed.

The overtime list will continue to be used on a rotating basis for all other overtime work.

When a State of Emergency is declared by the Governor and also the Town of Norton, employees required to work will receive one (1) personal day to be used in the quarter it is earned.

Holiday on call compensation- Any employee(s) who agrees to be on call on a scheduled holiday, will be compensated \$200 for standing by on call. If said employee(s) fail to answer the phone or take a call out, they will not be granted the compensation pay and may be subject to disciplinary action.

Summer Work Hours: (First full week of May – Labor Day) Monday-Thursday (6:00 a.m.-3:30 p.m.), Friday 7:00 a.m.-11:00 a.m.

ARTICLE 10 CLEAN-UP TIME

Employees shall be granted a ten (10) minute clean-up period prior to the end of each work shift.

Work schedules shall be arranged so employees may take advantage of this provision: the Employer shall make the required facilities available.

ARTICLE 11 JURY PAY

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

ARTICLE 12 HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Juneteenth
Independence Day

Christmas Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
*1/2 Day before Christmas Day

and any other day declared by the Governor of the Commonwealth of Massachusetts and/or the General Court.

*only observed when it falls on a regular workday

ARTICLE 13 VACATIONS

The parties have agreed that vacation time shall be awarded on the following basis:

One week of vacation after one (1) year of continuous service with the Town; two weeks of vacation after two (2) years of continuous service with the Town; three weeks of vacation time after three (3) years of continuous service with the Town; four weeks of vacation after eight (8) years of continuous service with the Town; five weeks vacation after ten (10) years of continuous service with the Town; six weeks of vacation after twenty (20) years of continuous service with the Town. The Town may account for or record the accrual of vacation on a per hour, per day, per week, or per payroll period basis. An employee must notify the Superintendent in writing five (5) working days prior to his intended vacation.

Effective July 1, 2014, Employees will be allowed to carry over a maximum of five (5) vacation days from one (1) fiscal year into the next fiscal year.

Employees hired after July 1, 2017 will not be entitled to six (6) weeks of vacation.

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.

ARTICLE 14 SICK LEAVE

All employees shall be allowed eighteen (18) paid sick leave days per year. Unused sick days shall be allowed to accumulate up to a maximum of three hundred and sixty (360) days. Sick days shall be accumulated at the rate of one and one-half (1 ½) days per month. The Town may account for or record the accrual of sick leave on a per hour, per day, per week or per payroll period basis.

Upon retirement, employees who have accumulated sick leave will receive fifty percent (50%) of their hourly wage for up to a maximum of one hundred and eighty (180) unused days. Should an employee hired prior to January 1, 2006 die from a work related injury during the period of his active employment with the Town and prior to retirement, his widow, his estate, or whatever person he designates shall be awarded one hundred percent (100%) of the employee's hourly wage for up to a maximum of one hundred and eighty (180) unused days. For an employee who has more than one hundred and eighty (180) unused sick days as of March 1, 2009, the sick leave buyback cap under this paragraph for that employee will be set at the amount of unused sick days that the employee had on March 1, 2009.

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.

Employees shall be permitted to utilize ten (10) of his/her accumulated sick leave days each year to care for a sick or injured member of his immediate family. For purposes of this provision, immediate family shall be defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law or step child. Any personal or family sick leave of duration of three (3) consecutive days shall be substantiated by a doctor's certificate at the Employee's expense prior to the payment of the personal or family sick leave. The Department Head may require substantiation of personal or family sick time use of more than seven (7) days in a given year. Further, the use of family sick leave may be considered an abuse of the Sick Leave Program.

Employees who have one hundred and eighty (180) days or more of unused sick days as of July 1st of each year shall be granted one (1) additional personal day each year which must be used by the end of the fiscal year in which it was granted.

ARTICLE 15 INSURANCE

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 the Town contributes toward health insurance shall be 89%, effective July 1, 2005, 88%, effective July 1, 2006, and 87%, effective July 1, 2007. 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 16
FUNERAL LEAVE

In the event of a death of a Spouse/significant other, children, step children, Father, Mother, Step Mother, Step Father, the employee will be granted an excused leave of absence up to five (5) days duration without loss of pay. In the event of a death of a sister, brother, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or legal guardian of any employee, the employee will be granted an excused leave of absence up to three (3) days duration without loss of pay. Two (2) additional days may be granted by the Superintendent when a funeral is held out of State and the employee actually attends the funeral. One (1) day of leave shall be granted to attend the funeral of a grandparent, aunt, or uncle of an employee's spouse or significant other.

ARTICLE 17
UNIFORMS AND PROTECTIVE CLOTHING ALLOWANCE

Each Highway Department employee covered by this Agreement shall receive an annual uniform and protective clothing allowance for the purpose of purchasing clothing necessary for the performance of their duties in the amounts listed below. Said payment shall be made simultaneously with the first pay period in the month of November of each year.

FY21	\$1,050.00
FY22	\$1,150.00
FY23	\$1,250.00

FY24	\$1,400.00
FY25	\$1,550.00
FY26	\$1,700.00

The Employer agrees to provide all material, equipment, tools, and license fees required to perform the duties assigned to the employees covered by this Agreement. The Employer also agrees to pay for seminars and schooling required to maintain required licenses, and to post all school and seminar notices on a bulletin board accessible to the Union.

Mechanics shall receive an annual tool allowance of seven hundred-fifty dollars (\$750.00).

ARTICLE 18
PERSONAL DAYS

Three (3) personal days per year shall be granted to employees, at the discretion of the Superintendent, for personal business that could not be conducted at other times (i.e. doctors, lawyers, dentists, etc.) Personal days must be requested twenty-four (24) hours in advance except such twenty-four (24) hours notice shall be waived in cases of emergency. Personal days cannot be carried over from year to year.

ARTICLE 19
PERSONAL EFFECTS REIMBURSEMENT

The Town shall reimburse any employee for the cost of repairing or replacing prescription eyeglasses or hearing aids lost or damaged while in the performance of duties.

ARTICLE 20
LONGEVITY

The Town shall pay to Union members Longevity pay for years of service as outlined in the chart below. Said payment shall be made in the regular pay period following the anniversary date of the employee's service to the Town.

	Effective <u>July 1, 2020</u>	Effective <u>July 1, 2021</u>	Effective <u>July 1, 2022</u>
After five (5) years	\$ 650.00	\$ 700.00	\$ 750.00
After ten (10) years	\$ 750.00	\$ 800.00	\$ 850.00
After fifteen (15) years	\$ 850.00	\$ 900.00	\$ 950.00
After twenty (20) years	\$1,000.00	\$ 1,050.00	\$ 1,100.00
After twenty-five (25) years	\$1,100.00	\$ 1,150.00	\$ 1,200.00
After thirty (30) years	\$1,200.00	\$ 1,250.00	\$ 1,300.00

	Effective <u>July 1, 2023</u>	Effective <u>July 1, 2024</u>	Effective <u>July 1, 2025</u>
After five (5) years	\$ 900.00	\$ 1,050.00	\$ 1,200.00
After ten (10) years	\$1,000.00	\$ 1,150.00	\$ 1,300.00
After fifteen (15) years	\$1,100.00	\$ 1,250.00	\$ 1,400.00
After twenty (20) years	\$1,300.00	\$ 1,450.00	\$ 1,600.00
After twenty-five (25) years	\$1,350.00	\$ 1,500.00	\$ 1,650.00
After thirty (30) years	\$1,450.00	\$ 1,600.00	\$ 1,750.00

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

ARTICLE 21
WAGES

Employees shall be compensated as in Appendix A.

Whenever an employee performs all the duties and responsibility of a job classified at a higher grade than his/her existing pay grade for at least eight (8) continuous hours, the employee shall receive the rate of pay for all hours worked in excess of eight (8) continuous hours, that is the lowest rate on the scale that is higher than the employee's existing rate of pay for his/her permanent job.

When employees fill in for the position of Foreman, they will receive an additional \$1.00 per hour. Said employees will be required to perform the duties of Foreman for sixteen hours in order to receive the extra \$1.00 per hour 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 receive Step 1 Foreman pay while serving as foreman.~~ foreman will be out for more than five (5) days, the Superintendent must choose one (1) employee to fill in as the temporary foreman until the foreman returns. The selected employee shall receive the next highest foreman rate of pay above their current pay for all hours worked.

Effective July 1, 2009, the Highway Foreman's pay rate shall be increased to \$25.80 per hour. Effective July 1, 2010, said employee's rate shall be increased to \$28.40 per hour.

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

When absence of the Superintendent is anticipated to last longer than 2 weeks and the Foreman is assigned to serve in the capacity of Superintendent an additional \$8.00/hour will be added to the Foreman's salary.

ARTICLE 22 MANAGEMENT RIGHTS

The Town shall retain all rights and authority the Town had prior to the signing of any collective bargaining contract with the Norton Highway Union, Council 93, AFSCME, except those rights which are explicitly and specifically modified by the express terms of this Agreement. Notwithstanding the provisions of this contract, the Select Board of the Town shall retain and exercise through its Superintendents all rights to manage and control the Norton Highway and its employees that are given to them by applicable statutes of the Commonwealth of Massachusetts, and this is expressly understood by the parties to this Agreement. The Superintendent shall be in immediate charge of all Town property used by the Department and of the employees of whom he shall assign to their respective duties and who shall obey his order. Nothing in this Agreement shall be construed to abridge or modify these powers of the Superintendents and the Select Board.

ARTICLE 23 SUFFICIENCY OF FUNDS

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

ARTICLE 24 EFFECTIVE DATE

This Agreement shall be in full force and effect for the term beginning July 1, 2023, and ending on June 30, 2026.

ARTICLE 25
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.

ARTICLE 26
RENEWAL

Should neither party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement.

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

ARTICLE 27
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 28
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 of Norton 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 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 29 COMMERCIAL DRIVER'S LICENSE

All bargaining unit members hired on or after July 1, 2000, shall be required to obtain and maintain a Commercial Driver's License ("CDL") with the necessary endorsements as a condition of their continued employment with the Town. Any such employee who is not currently in possession of a valid CDL with the necessary endorsements shall be given until July 1, 2010, to obtain one. New employees who are hired after July 1, 2009, by the Town without a CDL shall be required to obtain a valid CDL within ~~one (1) year~~ eighteen (18) months of their date of hire.

The Town agrees to pay the licensing fee associated with obtaining a CDL. A failure on the part of any employee to comply with the provisions of this section shall be considered just cause for termination of employment.

No employee shall suffer any loss of pay or benefits while attending these classes.

Employees will have a grace period of one (1) year from their hire date to obtain their Massachusetts 2A hoisting license. Failure to obtain a Massachusetts 2A hoisting license within the one (1) year grace period may be grounds for termination.

ARTICLE 30 SPECIALTY LICENSES

~~Effective July 1, 2020, an employee who is requested to operate the Specialty Mower, Bucket Truck, or Catch Basin Truck by the Superintendent and who obtains and maintains all required licenses will receive the following stipends on an annual basis:~~

	SPECIALTY MOWER	CATCH BASIN TRUCK	BUCKET TRUCK
FY21	\$650.00	\$650.00	\$550.00
FY22	\$700.00	\$700.00	\$600.00
FY23	\$750.00	\$750.00	\$650.00

~~Employees may receive reimbursement for courses or professional development related to their positions and approved by Town Manager in consultation with Highway Superintendent.~~

ARTICLE 31-30
CLASS A AND EXCAVATOR LICENSES

~~Effective July 1, 2020, the Town, through its Superintendent, may designate from among those employees who signify a willingness to do so up to four (4) employees in the Highway Department who will be required to possess a Class A license and/or an excavator's license as a requirement for the employee's position with the Town. The Superintendent shall have the sole discretion to determine the number of employees needed to hold such licenses in his department, up to the maximums identified above, as well as to determine from among the volunteers the individuals that are best suited for such designation. It is not required that the person designated to hold one license also be designated to hold the other. The costs incurred by the designated employees for any preparatory classes and any exam, licensing or renewal fees will be paid for by the Town. Employees who are designated by the Town as being required to hold a Class A license and/or an excavator's license will be paid an annual stipend in the following amounts:~~

EFFECTIVE	CLASS A LICENSE	EXCAVATOR'S LICENSE
FY2021	\$ 550.00	\$ 450.00
FY2022	\$ 600.00	\$ 500.00
FY2023	\$ 650.00	\$ 550.00

~~In subsequent fiscal years, said stipends will be paid to the designated employees in July for each year that the Town designates them as being required to hold a Class A and/or excavator's license.~~

Employees shall be reimbursed for all classes and tests taken in order to obtain and maintain a Class A CDL License.

ARTICLE 32-31

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.

ARTICLE 33-32

HEALTH AND SAFETY

The Town shall provide first aid training to all employees.

ARTICLE 34 33

TUITION REIMBURSEMENT

The Town may reimburse a permanent full time employee for tuition expenses for approved course work up to a maximum amount of \$2,500.00 in one fiscal year, provided the following conditions are met:

1. The employee secures written advance approval from the Town Manager;
2. The Town Manager determines that the course work is related to the employee's job; The employee successfully completes the course with a grade of "C" or better or equivalent, or better;
3. Upon completion of the course, the employee is still employed by the Town of Norton; and
4. The employee furnishes appropriate documentation to the Town Manager after successful completion of the course.
5. An employee who successfully completes an approved course with a grade of "A" or equivalent will be reimbursed 100% of the cost of tuition, subject to the above limits and requirements. An employee who successfully completes an approved course with a grade of "B" or equivalent will be reimbursed 80% of the cost of tuition, subject to the above limits and requirements. An employee who successfully completes an approved course with a grade of "C" or equivalent will be reimbursed 50% of the cost of tuition, subject to the above limits and requirements. An employee who receives a "D" or "F" or otherwise fails to complete or pass an approved course shall not be entitled to reimbursement.
- ~~6. If an employee voluntarily ends their employment with the Town of Norton within one year of receiving reimbursement, they must repay the Town for the full amount of reimbursement.~~

ARTICLE 35-34

SICK LEAVE BANK


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 Manager must approve all donations of sick days. Any sick days donated pursuant to this section shall not count against the donor as having personally used sick time for any reason.


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

THIS AGREEMENT is entered into this 12th day of January, 2021-2024.


FOR THE TOWN OF NORTON,
SELECT BOARD:



Kevin Snyder, Chair



Steven Hornsby, Vice Chair

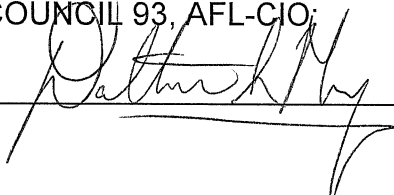


Alec Rich, III, Clerk

Megan Artz

Denise Luciano

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



NORTON
HIGHWAY COMPENSATION RATES
~~July 1, 2020-June 30, 2023~~
July 1, 2023 to June 30, 2026

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.

7/1/2023		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Office Admin		23.98	\$ 24.46	\$ 24.95	\$ 25.45	\$ 26.22	\$ 27.00	\$ 27.81	\$ 28.65	\$ 29.51
Driver/Laborer										
Grade 1	D	22.71	23.16	23.63	24.10	24.58	25.07	25.58	26.09	
Grade 2	CDL B	23.38	23.85	24.32	24.81	25.31	25.81	26.33	26.86	
Grade 3	CDL A	23.84	24.32	24.80	25.30	25.81	26.32	26.85	27.38	
Equipment OP										
Grade 1	1H	23.49	23.96	24.44	24.93	25.43	25.93	26.45	26.98	
Grade 2	1H - CDL B	29.47	30.06	30.66	31.27	31.90	32.54	33.19	33.85	
Grade 3	1H - CDL A	30.06	30.66	31.27	31.90	32.54	33.19	33.85	34.53	
Grade 4	2H - CDL B	30.66	31.27	31.90	32.54	33.19	33.85	34.53	35.22	
Grade 5	2H - CDL A	31.29	31.92	32.55	33.21	33.87	34.55	35.24	35.94	
Grade 6	3H - CDL B	31.90	32.54	33.19	33.85	34.53	35.22	35.92	36.64	
Grade 7	3H - CDL A	32.54	33.19	33.85	34.53	35.22	35.93	36.65	37.38	
Highway lead										
Grade 1	3H - CDL B	33.86	34.54	35.23	35.93	36.65	37.38	38.13	38.89	
Grade 2	3H - CDL A	34.53	35.22	35.93	36.64	37.38	38.12	38.89	39.66	
Tree lead										
Grade 1	2H - CDL B	33.20	33.86	34.54	35.23	35.94	36.66	37.39	38.14	
Grade 2	2H - CDL A	33.86	34.54	35.23	35.93	36.65	37.38	38.13	38.89	
Cemetery lead										
Grade 1	2H - CDL B	33.20	33.86	34.54	35.23	35.94	36.66	37.39	38.14	
Grade 2	2H - CDL A	33.86	34.54	35.23	35.93	36.65	37.38	38.13	38.89	
Mechanic										
Grade 1	1H	29.48	30.07	30.67	31.28	31.91	32.55	33.20	33.86	
Grade 2	1H - CDL B	30.06	30.66	31.27	31.90	32.54	33.19	33.85	34.53	
Grade 3	1H - CDL A	30.66	31.27	31.90	32.54	33.19	33.85	34.53	35.22	
Grade 4	2H - CDL B	31.29	31.92	32.55	33.21	33.87	34.55	35.24	35.94	
Grade 5	2H - CDL A	31.91	32.55	33.20	33.86	34.54	35.23	35.94	36.65	
Grade 6	3H - CDL B	32.54	33.19	33.85	34.53	35.22	35.93	36.65	37.38	
Grade 7	3H - CDL A	33.20	33.86	34.54	35.23	35.94	36.66	37.39	38.14	
Foreman										
Grade 1	3H - CDL B	36.57	37.30	38.05	38.81	39.58	40.38	41.18	42.01	
Grade 2	3H - CDL A	37.31	38.06	38.82	39.59	40.39	41.19	42.02	42.86	

7/1/2024										
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Office Admin		25.07	25.58	26.09	26.87	27.68	28.51	29.36	30.24	31.15
Driver/Laborer										
Grade 1	D	23.28	23.74	24.22	24.70	25.20	25.70	26.21	26.74	
Grade 2	CDL B	23.96	24.44	24.93	25.43	25.94	26.46	26.99	27.53	
Grade 3	CDL A	24.44	24.92	25.42	25.93	26.45	26.98	27.52	28.07	
Equipment OP										
Grade 1	1H	24.08	24.56	25.05	25.55	26.06	26.58	27.11	27.66	
Grade 2	1H - CDL B	30.21	30.81	31.43	32.06	32.70	33.35	34.02	34.70	
Grade 3	1H - CDL A	30.81	31.43	32.06	32.70	33.35	34.02	34.70	35.39	
Grade 4	2H - CDL B	31.43	32.06	32.70	33.35	34.02	34.70	35.39	36.10	
Grade 5	2H - CDL A	32.07	32.71	33.37	34.04	34.72	35.41	36.12	36.84	
Grade 6	3H - CDL B	32.70	33.35	34.02	34.70	35.39	36.10	36.82	37.56	
Grade 7	3H - CDL A	33.35	34.02	34.70	35.40	36.10	36.82	37.56	38.31	
Highway lead										
Grade 1	3H - CDL B	34.71	35.40	36.11	36.83	37.57	38.32	39.09	39.87	
Grade 2	3H - CDL A	35.39	36.10	36.82	37.56	38.31	39.08	39.86	40.66	
Tree lead										
Grade 1	2H - CDL B	34.03	34.71	35.40	36.11	36.84	37.57	38.32	39.09	
Grade 2	2H - CDL A	34.71	35.40	36.11	36.83	37.57	38.32	39.09	39.87	
Cemetery lead										
Grade 1	2H - CDL B	34.03	34.71	35.40	36.11	36.84	37.57	38.32	39.09	
Grade 2	2H - CDL A	34.71	35.40	36.11	36.83	37.57	38.32	39.09	39.87	
Mechanic										
Grade 1	1H	30.22	30.82	31.44	32.07	32.71	33.36	34.03	34.71	
Grade 2	1H - CDL B	30.81	31.43	32.06	32.70	33.35	34.02	34.70	35.39	
Grade 3	1H - CDL A	31.43	32.06	32.70	33.35	34.02	34.70	35.39	36.10	
Grade 4	2H - CDL B	32.07	32.71	33.37	34.04	34.72	35.41	36.12	36.84	
Grade 5	2H - CDL A	32.71	33.36	34.03	34.71	35.40	36.11	36.83	37.57	
Grade 6	3H - CDL B	33.35	34.02	34.70	35.40	36.10	36.82	37.56	38.31	
Grade 7	3H - CDL A	34.03	34.71	35.40	36.11	36.84	37.57	38.32	39.09	
Foreman										
Grade 1	3H - CDL B	37.48	38.23	39.00	39.78	40.57	41.39	42.21	43.06	
Grade 2	3H - CDL A	38.24	39.01	39.79	40.58	41.40	42.22	43.07	43.93	

7/1/2025

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Office Admin		26.22	26.74	27.54	28.37	29.22	30.10	31.00	31.93	32.89
Driver/Laborer										
Grade 1	D	23.86	24.34	24.82	25.32	25.83	26.34	26.87	27.41	
Grade 2	CDL B	24.56	25.05	25.56	26.07	26.59	27.12	27.66	28.22	
Grade 3	CDL A	25.05	25.55	26.06	26.58	27.11	27.65	28.21	28.77	
Equipment OP										
Grade 1	1H	24.68	25.17	25.68	26.19	26.71	27.25	27.79	28.35	
Grade 2	1H - CDL B	30.96	31.58	32.21	32.86	33.51	34.18	34.87	35.57	
Grade 3	1H - CDL A	31.58	32.21	32.86	33.51	34.19	34.87	35.57	36.28	
Grade 4	2H - CDL B	32.21	32.86	33.51	34.18	34.87	35.56	36.28	37.00	
Grade 5	2H - CDL A	32.87	33.53	34.20	34.89	35.58	36.30	37.02	37.76	
Grade 6	3H - CDL B	33.51	34.19	34.87	35.57	36.28	37.00	37.74	38.50	
Grade 7	3H - CDL A	34.19	34.87	35.57	36.28	37.01	37.75	38.50	39.27	
Highway lead										
Grade 1	3H - CDL B	35.57	36.29	37.01	37.75	38.51	39.28	40.06	40.86	
Grade 2	3H - CDL A	36.28	37.00	37.74	38.50	39.27	40.05	40.86	41.67	
Tree lead										
Grade 1	2H - CDL B	34.88	35.58	36.29	37.02	37.76	38.51	39.28	40.07	
Grade 2	2H - CDL A	35.57	36.29	37.01	37.75	38.51	39.28	40.06	40.86	
Cemetery lead										
Grade 1	2H - CDL B	34.88	35.58	36.29	37.02	37.76	38.51	39.28	40.07	
Grade 2	2H - CDL A	35.57	36.29	37.01	37.75	38.51	39.28	40.06	40.86	
Mechanic										
Grade 1	1H	30.97	31.59	32.22	32.87	33.53	34.20	34.88	35.58	
Grade 2	1H - CDL B	31.58	32.21	32.86	33.51	34.19	34.87	35.57	36.28	
Grade 3	1H - CDL A	32.21	32.86	33.51	34.18	34.87	35.56	36.28	37.00	
Grade 4	2H - CDL B	32.87	33.53	34.20	34.89	35.58	36.30	37.02	37.76	
Grade 5	2H - CDL A	33.53	34.20	34.88	35.58	36.29	37.01	37.76	38.51	
Grade 6	3H - CDL B	34.19	34.87	35.57	36.28	37.01	37.75	38.50	39.27	
Grade 7	3H - CDL A	34.88	35.58	36.29	37.02	37.76	38.51	39.28	40.07	
Foreman										
Grade 1	3H - CDL B	38.42	39.19	39.97	40.77	41.59	42.42	43.27	44.13	
Grade 2	3H - CDL A	39.20	39.98	40.78	41.60	42.43	43.28	44.14	45.03	

DISCIPLINARY POLICIES AND PROCEDURES NORTON HIGHWAY DEPARTMENT

JULY 1, 2000

REVISED AUGUST 1, 2006 – EFFECTIVE JANUARY 24, 2007

REVISED MAY 5, 2023 – EFFECTIVE JULY 1, 2023

THE FOLLOWING GUIDELINES WILL BE USED IN DISCIPLINARY ACTIONS:

- 1.) VERBAL WARNING
- 2.) WRITTEN WARNING
- 3.) SUSPENSION WITHOUT PAY AND PROBATION
- 4.) TERMINATION

NOTE: IN CERTAIN CIRCUMSTANCES (LOSS OF LICENSE, ACTIONABLE MISCONDUCT, INSUBORDINATION), MANAGEMENT MAY BYPASS ONE OR MORE OF THE ABOVE STEPS.

IN ADDITION, AN EMPLOYEE MAY SUBMIT A WRITTEN REQUEST TO THE SUPERINTENDENT FOR REMOVAL OF WRITTEN WARNINGS FROM THEIR PERSONNEL FILES AFTER A PERIOD OF TWO (2) YEARS. THE UNION EXPRESSLY AGREES THAT THE DECISION OF THE SUPERINTENDENT REGARDING SUCH REQUESTS SHALL BE FINAL AND SHALL NOT BE SUBJECT TO THE PARTIES' GRIEVANCE/ARBITRATION PROCEDURE.

The Superintendent may extend an employee's probationary period based on their work performance or other issues.

The employee's probationary period may not be extended more than once without agreement of the parties.