

Collective Bargaining Agreement Between
The Town of Norton and
The Norton Police Superior Officers Association
July 1, 2023 - June 30, 2026

NORTON SUPERIOR OFFICERS

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NORTON SUPERIOR OFFICERS

AGREEMENT

This Agreement, and any other such Agreement entered into to supplement or amend this Agreement, by and between the Town of Norton (hereinafter called the "Town") and the Norton Police Superior Officers Association (hereinafter called the "Union").

WITNESSETH:

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the participation of the employees in the Collective Bargaining process contribute to the effective conduct of the public business and police administration; and

WHEREAS, THE PARTIES TO THIS Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this agreement:

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1

The Town recognizes the Union as the exclusive representative, for the purposes of Collective Bargaining relative to wages, hours, and other conditions of employment, of all full time, or acting Lieutenants and Sergeants of the Norton Police Department. Specifically excluded from the terms of the Contract are the position of Chief of Police and any other employee of the Norton Police Department.

ARTICLE 2

BARGAINING AND NON-DISCRIMINATION CLAUSES

The Town agrees not to discharge or discriminate in any way against Officers covered under this Agreement because of Bargaining Committee or Public Union activities.

The Town and the Union agree not to discriminate in any way against Officers covered by this Agreement on account of race, religion, creed, national origin, disability, sexual orientation, sex, or age.

The Town and the Union agree not to discriminate against Officers covered by this Agreement on account of membership or non-membership in the Union.

ARTICLE 3

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 weekly from the salary of each Officer 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 deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

Furthermore, in accordance with Section 12 of Chapter 150 (E) 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 of the Town from each payment of the 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 Officer. The agency fee shall be reflective of the current member dues contribution.

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 4

EMPLOYEE RIGHTS AND REPRESENTATION

(A) Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending the participation in the management of the Union and acting for the Union in the capacity of a Union Officer or representative or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the Department, and of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in Collective Bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement or the law. Further, no representative, Department Official or agent of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;
2. Interfere with the formation, existence, operation or administration of the Union;

3. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Union;
4. Discriminate against an Officer because he/she has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for or on behalf of the Union; or
5. Refuse to meet, negotiate, or confer on proper matters with Officers or representatives of the Union as set forth in this Agreement.

(B) A member of the Union Bargaining Committee, not to exceed one (1) shall be granted leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, or supplements thereto. Union Officers and Bargaining Committee members, not to exceed one (1) in any instance, shall be granted leave of absence without loss of pay or benefits for the time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and may enter any premises of the Department at any reasonable time for such purposes provided they give notice of their presence immediately upon arrival to the person in charge.

(C) A member of the Norton Superior Police Officers Association Union Grievance Committee, not to exceed one (1), shall be granted leave from duty without loss of pay for meetings between the Town and the Union and for time required to prepare grievances or process grievances. When reasonably possible, such preparation or processing shall be done outside of scheduled working hours.

(D) A member of the Union shall be granted leave to attend meetings of the Fraternal Order of Police provided replacement coverage at the overtime rate is not required. Said paid time off shall not exceed one (1) day in any one (1) calendar year.

(E) Union Officers shall be permitted to discuss official Union business with employees prior to on-duty roll call or following off-duty roll call.

(F) The Union shall provide the Department and keep updated a list of its Officers and Bargaining Committee members.

(G) Union Officers and Bargaining Committee members, up to a maximum total of two (2) in any one (1) instance, shall be granted leave of absence, without pay, but with no loss of benefits, if they so request, to attend a meeting of the Board of Selectmen, the General Court or other public body, only on matters related to Union business.

(H) The Union agrees not to use funds in support or in aid of any candidate for election to any elective office in and for the Town. This is to be construed as an office of the Town and does not limit the Union in its support of County, State, and National elective offices.

ARTICLE 5

MANAGEMENT RIGHTS

1. The Town shall retain all rights and authority the Town had prior to the signing of any Collective Bargaining Contract with the Norton Superior Officers Association except those rights which are explicitly and specifically modified by the express terms of this Agreement. Notwithstanding the provisions of the Contract, the Town Manager shall retain and exercise through the Chief of Police, all rights to manage and control the Norton Police Department and its 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 Chief of Police shall make all suitable regulations governing the Police Department, and the Officers thereof subject to the approval of the Town Manager and Selectmen. The Chief of Police shall be in immediate charge of the Police Officers who he shall assign to their respective duties and who shall obey his orders. Nothing in the Agreement will be construed to abridge or modify these powers of the Chief of Police and the Town Manager.

2. Superior Officers required to attend Department meetings that are held outside their scheduled shifts shall be paid time and one half (1 1/2) or receive compensatory time off at the same time and one half rate. The decision to pay the Superior Officer overtime or to grant the compensatory time off shall be solely the Police Chief's. It is understood that regardless of the length of the meeting a three (3) hour minimum shall apply.

3. The Board of Selectmen agrees to retain and fund the positions of one (1) Lieutenant, four (4) Sergeants and one (1) Detective Sergeant during the duration of this Contract.

ARTICLE 6

GRIEVANCE PROCEDURE

(A) A grievance is a difference of opinion as to the meaning and application of the provisions of the Agreement, or as to the compliance of either party hereto with any of its obligations under this Agreement. This does not limit the Union or the Town from bringing up for discussion and possible agreement any other differences which might arise between the parties hereto. However, such other differences shall not be the subject of arbitration other than by the mutual agreement of the parties. Should a grievance arise between the Union and the Town, an earnest effort shall be made to settle such grievances immediately.

(B) The grievance shall be presented in writing to the Chief on the date of the grievance or within three (3) working days of when grievant reasonably should have knowledge of it's occurrence. The Chief shall respond to the Union representative in writing within seven (7) working days.

(C) If the grievance still remains unadjusted, it shall be presented to the Town Manager within three (3) working days after the response of the Chief of Police is due. The Town Manager shall respond in writing within ten (10) working days. If the grievance still remains unadjusted, it shall then be presented to the Board of Selectmen in writing within three (3) working days after the response of

the Town Manger is due. The Board of Selectmen shall respond in writing within ten (10) working days.

(D) If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Selectmen is due, by written notice to the other, request arbitration.

(E) The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of three (3) arbitrators. Both the Town and the Union shall have the right to strike one (1) name from the panel. The party requesting arbitration may strike the first name; and other may then strike one (1) name.

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 add to, subtract from, or modify this Agreement.

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 decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the arbitrator's service and the proceedings shall be borne equally by the Town and the Union. If either party desires a verbatim record of the proceedings, or may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

ARTICLE 7

COURT TIME

Any Superior Officer required to appear in any Judicial or Quasi-Judicial proceeding as part of his/her duties after his regular shift is over, or during a day off, shall receive compensation as follows:

(A) For appearance in said Judicial or Quasi-Judicial (criminal, civil, or civil service appearance if on behalf of the Town) proceedings pay at time and one half (1 1/2) with a minimum of three (3) hours.

(B) If any Officer, assigned to the "swing shift" is scheduled for court prior to their assigned double shift (1600-2400, 0000-0800), at the discretion of the Police Chief the Officer may be given either the 1600-2400 hour shift or the 0000-0800 shift off in lieu of receiving overtime for the court appearance, if the court appearance continues past 12 p.m.

(C) If the Officer is scheduled for court after the assigned double shift, (1600-2400, 0000-0800), at the discretion of the Police Chief the officer may be given either the 1600-2400 or 0000-0800 shift off, in lieu of receiving overtime for the court appearance.

(D) An Officer shall be provided use of a Town vehicle or paid mileage, at the Town's standard rate, if requested to attend court other than Attleborough District Court.

ARTICLE 8

HOLIDAYS

(A) The following days shall be considered as holidays and shall be celebrated on the day designated for celebration by the Commonwealth.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Patriot's Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	"Floating Holiday"
Independence Day	

(B) Each Officer shall receive for each of the said holidays, holiday pay in the amount of one fifth (1/5) of his regular weekly wages for that week and shall be paid to each Officer regardless of whether or not he/she performs any duties on such holidays. Officers shall be entitled to an additional day off in lieu of holiday pay, to be taken within the contract year with the prior approval of the Chief of Police.

(C) ~~Beginning July 1, 1993,~~ Total paid holidays shall not exceed thirteen (13) in any one year but employees are guaranteed thirteen (13) paid holidays as outlined above, and any other legal holiday enacted by the General Court, Federal Government to which the Union may be entitled.

(D) Any Superior Officer scheduled to work a holiday shall be paid at the rate of time and one-half (1½).

(E) The "Floating Holiday" may be used anytime during the fiscal year in which it is earned, subject to prior approval of the Chief of Police or his designee.

ARTICLE 9

SICK LEAVE PROGRAM

(A) Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

Contraction of contagious diseases, illness, or injury, except where directly traceable to employment by other than the Town.

(B) Full time Officers shall be entitled to sick leave as follows:

One and one-half (1 1/2) days per month, accumulative to eighteen (18) days per year with unlimited total accumulation. The Town reserves the right to account for sick leave on a per hour, per shift, per pay week, or per pay period.

(C) Sick leave shall accumulate during leave of absence with pay, during authorized sick leave and during vacation time.

(D) The Police Department shall maintain a record of each employee's unused accumulated sick leave. A summary of such records shall be furnished to the Union during January and July of each year.

(E) Any and all benefits accrued under any prior Police Union Contract covering Superior Officers, shall be credited to this new Union and it's members, with the following exception:

(F) Loss of time directly attributed to injury incurred while performing assigned duties shall not be charged to sick leave.

(G) The physical examinations required each year for full time members of the Police Department shall be paid for by the Town.

(H) Officers shall be entitled to three (3) personal days per contract year and such personal leave days shall not be deducted from the annual sick leave accumulation. An Officer taking a personal day will be able to work any outside detail he/she is eligible for before and after the duration of the personal day. An Officer taking a personal day will be able to work Town overtime before and after the duration of the personal day. The personal day shall be considered to be the hours of the tour of duty the employee was scheduled to work. Employees shall be required to give the Chief of Police or his designee at least twenty-four (24) hour notice of the taking of a personal day, unless said notice is impossible.

(I) The Department Head may, if he desires, require the presentation of a doctor's certificate in connection with a request for sick leave; and may, if deemed advisable, send a doctor to investigate any absence alleged to be because of sickness or injury. The cost of obtaining said doctor's certificate or having a doctor call at the Officer's house will be at the expense of the Town.

(J) Officers on injured leave shall be required to remain at their residences except when they are given permission by the Chief of Police or his designee, to leave in accordance with the rules set out in the "Atterberry" case.

(K) The Town shall have the right to require an Officer who is on injured leave to work in a limited duty capacity if a qualified physician appointed by the Town certifies that the Officer is fit for such duty.

If there is a conflict of opinion between the Town's appointed physician and the Officer's physician concerning the employee's fitness to work limited duty, a third physician selected by the Town's physician and the Officer's physician shall be consulted as to the fitness of the Officer to perform limited duty. His decision will be final and binding on both the Town and the Union.

(L) Sick Leave Buy Back: The employee who dies or retires shall, as provided herein, receive a sum equal to one-half (1/2) of said employee's accumulated sick time. Accumulated sick leave shall not exceed three hundred sixty (360) days. This sum shall be paid at the employee's rate of pay at the time of his/her death or retirement. The total accumulated sick leave for employees hired after July 1, 2005, shall not exceed one hundred eighty (180) days. Retirement for the purpose of this section shall mean retirement from the Bristol County Retirement System.

Effective July 1, 2017, an employee who retires from the Bristol County Retirement System as provided herein shall receive sick leave buyback equal to one-half (1/2) of said employee's allowed accumulated sick time as set forth above, payable in three installments as follows:

1. The first of three installments shall be paid after the first Town Meeting funding opportunity that follows the date of retirement;
2. The second of three installments shall be made after the next Town Meeting funding opportunity that follows payment of the first installment or within twelve (12) months of the date of the first installment, whichever occurs sooner; and
3. The third of three installments shall be made after the next Town Meeting funding opportunity that follows payment of the second installment or within twelve (12) months of the date of the second installment, whichever occurs sooner.

Upon the death of an Employee, reimbursement will be to the spouse, the estate, or any person previously designated by the Employee and on file in the Treasurer's office, in one lump sum.

(M) An Officer shall not be allowed overtime and/or outside details until completing an eight (8) hour regular shift after returning from sick leave. Employees on sick leave shall not leave their home for the eight (8) hour period or that tour of duty for which they are sick unless it is for a doctor's appointment or other emergency, in which case, the employee shall first notify the Officer in charge at the Police Station. Such notification shall be logged on the daily log sheet. Sick leave time shall be determined from the time any Officer goes on sick leave until the time he/she returns to duty, excluding days off.

(N) An Officer may use one half (1/2) sick day for personal reasons for each calendar quarter in which no sick days and family sick days are used for illness reasons. The records required under (D) of this section shall indicate that time taken under this paragraph shall not be recorded as illness time. Effective July 1, 2013, sick personal time carryover is limited to twenty-four (24) hours.

(O) The Employee shall be permitted to utilize ten (10) of his/her accumulated sick leave each year to care for a sick or injured member of his immediate family, or any person residing as a documented permanent member of an employee's household. For purposes of this provision, immediate family shall be defined as spouse, child, mother, father, brother, sister or grandparent. Any

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 family sick leave. Any family sick leave of duration of more than three (3) consecutive days shall be substantiated by a doctor's certificate at the Employee's expense prior to the continued payment of the family sick leave. The Department Head may require substantiation of 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 in addition to the provisions of Section (M) above. The Employee shall not be allowed overtime and/or outside details until completing an eight (8) hour regular shift after returning from family sick leave unless the sick leave is substantiated in writing to the Chief. Said substantiation may be in the form of a doctor's certificate or a letter or email from the Employee justifying the sick leave.

ARTICLE 10

VACATIONS

(A) An annual vacation with pay for full time Officers covered by this Agreement shall be as follows:

1. On completion of two (2) years of service, full time Officers shall receive two (2) weeks vacation.
2. On completion of three (3) years of service, full time Officers shall receive three (3) weeks of vacation.
3. On completion of eight (8) years of service, full time Officers shall receive four (4) weeks vacation.
4. On completion of ten (10) years of service, full time Officers shall receive five (5) weeks vacation.
5. On completion of twenty (20) years of service, full time Officers shall receive six (6) weeks vacation.

The Town may account for accrued vacation on a per hour, per shift, per week, or per payroll period basis.

(B) Where practicable, vacations will be granted on a seniority basis. Vacation time earned by a full time Officer shall be taken within the calendar year in which said vacation is earned. Vacation time earned but not taken by a full time employee within the calendar year in which it is earned shall be forfeited, except in the event that an on-duty injury prevents taking vacation during the year earned. In such cases, vacation shall accrue and be available when the Officer returns to duty.

No payment in lieu of vacation will be made except upon termination of employment. Vacations may be taken prior to the date earned; however, should any full time Officer terminate his/her employment prior to earning vacation time and having been paid for same, he/she shall have said pay deducted from the last pay period prior to his termination.

(C) A regular vacation week will be five (5) working days. In addition to the regular vacation week, police officers will be granted an additional two (2) vacation days for each regular vacation week they are entitled to under Section A of this Article. However, the use of the additional two (2) vacation days per vacation week is restricted to occasions when the vacationing police officer does not need to be replaced by another police officer who would receive time and one-half pay to cover the open shift. Employees hired after July 1, 2005, will revert back to five (5) calendar days vacation and will be excluded from the above-listed provisions.

(D) At least three (3) days notice must be given to the Chief of Police or his designee in writing prior to taking vacation days. A single vacation day may be taken upon two (2) hours notice with prior approval of the Chief of Police or his designee.

(E) Pay checks for vacation week or weeks shall be paid on the last pay period prior to the start of the vacation. One week's advance notice in writing to the Chief of Police is required.

(F) It is the stated purpose of this Agreement for full time employees to take their vacation time earned, subject to the following exceptions listed whereby split vacation time will be allowed.

(G) When an Officer takes a single vacation day, the Officer shall be eligible to work private paid details and departmental overtime before and after the vacation day. The vacation day shall be considered the tour of duty for which the Officer would normally have been scheduled to work in the twenty-four (24) hour period.

1. When an Officer has, due to sickness, used all of his sick leave, he/she will be allowed to use vacation days during said sickness, in order not to lose pay.
2. When an Officer has personal business, he/she will be allowed to use a vacation day for said business, subject to the approval of the Chief of Police.

(H) At the option of the Employee, the Town will buyback from the Employee up to a total of fourteen (14) unused vacation days per year at a rate of sixty-seven (67%) percent of the Employee's base rate of pay, inclusive of shift differential, if applicable, but excluding all other amounts. To be eligible for such buyback, the Employee must notify the Chief in writing by July 1st or December 15th of each year of the number of days the Employee wishes for the Town to buy back.

ARTICLE 11

OTHER LEAVES OF ABSENCE

(A) Subject to the operating needs of the Department, determined by the Chief of Police, Leave of Absence without loss of pay will be permitted for the following reasons:

1. Inoculation required by the Town;
2. Red Cross blood donations authorized by the Department;

3. Promotional examinations conducted under Civil Service law and rules of promotion to any position in the service of the Department;
4. Medical examinations for retirement purposes;
5. Attendance at educational programs authorized by the Town;
6. Collective Bargaining time on the compensated basis.

(B) Every employee covered by this Agreement who is a member of a reserve component on the Armed Forces of the United States shall be granted, in accordance with Section 59, Chapter 33 of the General Laws, Leave of Absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided however, that such leave shall not exceed seventeen (17) calendar days and the Town will pay the difference between reserve pay and the regular pay.

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.

(C) In the event of the death of a spouse, father, mother, Step-Father and Step Mother, brother, sister, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or any person residing as a documented permanent member of an employee's household or guardian in the immediate family of an employee with six (6) or more months of continuous active service and who is in active service at the time of such death; such Officer shall be entitled to receive up to three (3) days leave without loss of pay. It is understood that these days must be days upon which the Officer is regularly scheduled to work. Leave without loss of pay under this section shall not be deducted from sick leave or vacation leave. In the event of a death of an aunt or uncle or niece or nephew of the Officer or Officer's spouse, or the death of the spouse's grandparent, said Officer shall be given one (1) day off to grieve.

(D) If a member granted such leave without loss of pay under this Section requires additional leave for such purposes, or in the event of a death in the immediate family of an Officer not entitled to leave without loss of pay under this Section, leave for such purpose shall be deducted from sick leave allowance, if any.

(E) All other Leaves of Absence shall be governed by Chapter 31, Section 37 of the General Laws.

(F) Any officer directly involved in a gun-shoot incident in which a suspect in a crime is the recipient of gun-shoot injury or is killed shall be given one (1) calendar week off with pay, and the time off shall not be charged to the officer's sick leave. The Town will provide counseling for the officer(s) involved in said incident. The officer will be given time off from his/her shift with pay to attend counseling session(s). The officer will not be eligible to work overtime during the aforementioned one (1) week leave of absence.

ARTICLE 12

HOURS OF DUTY

(A) The schedule of working hours for the employees of the Police Department shall be as follows:

FIRST SHIFT	12 MIDNIGHT TO 8:00am
SECOND SHIFT	8:00am TO 4:00pm
THIRD SHIFT	4:00pm TO MIDNIGHT
FOURTH SHIFT	TWO 4:00pm TO MIDNIGHT TWO MIDNIGHT TO 8:00am

(B) All employees of each shift shall be entitled to one (1) thirty (30) minute break within the eight (8) hour shift, to be taken at the discretion of the Chief of Police or Supervisor of the shift.

(C) Payroll period. The payroll period shall commence at 12:01am Sunday and end at 12:00 Midnight on the following Saturday.

(D) 4 & 2 schedule definition: the 4 & 2 schedule shall be defined as a work cycle that repeats the following patterns every six (6) weeks for each individual on this schedule. The individual shall work for four (4) consecutive days, then have two (2) consecutive days off, and such work cycle shall continue in the same manner for the term of this Agreement.

(E) Any member who is assigned to work a five (5) days on and two (2) days off schedule with a third day off every third week will have the option of choosing to work a four (4) days on and two (2) days off schedule.

(F) Any Officer not working on a 4 & 2 schedule as defined above shall be awarded seventeen (17) extra days off a year, to be taken as one day off every three (3) weeks.

(G) The Town shall pay a night differential of nine (9) percent over the regular pay due any Superior Officer who works any hours between 4:00pm and 8:00am.

(H) The parties agree to establish a shift bidding system based on civil service seniority for the four (4) patrol shifts. The parties agree that three (3) times per year, once between January 1 and 7, once between May 1 and 7, and once between September 1 and September 7 all sergeants shall be

entitled to bid for one of the patrol shifts. The sergeant with the most civil service time as sergeant will be allotted his preference first, and then each member in order of seniority shall be allotted his or her preference, until the sergeant with the lowest seniority. Administrative and detective assignments will remain appointed by the Chief of Police, and these positions will not be allowed to be bid on. Shift changes shall be posted a minimum of seven (7) days prior to taking effect.

ARTICLE 13

SAFETY AND HEALTH

(A) Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of an employee's Superior Officer and shall be a subject of grievance hereunder.

(B) The Town and the Union shall establish a joint Police Safety Committee consisting of not more than two (2) representatives of each party for the purpose of promoting sound police practices and rules. Members of this committee shall serve without pay.

(C) 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")~~ Public Employee Committee (PEC) and shall appoint/elect such member upon notice from the Town that it intends to convene the ~~IAC~~ PEC. If the Employer contemplates any changes in the payment percentages or plan benefit design, the Employer shall negotiate such changes in good faith according to applicable laws.

~~The percentage rate at which the Town will contribute toward health insurance shall be eighty-nine percent (89%) effective July 1, 2005, eighty-eight percent (88%) effective July 1, 2006 and eighty-seven percent (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

~~Effective July 1, 2013, the percentage rate the Town will contribute toward the Town's PPO health insurance plan shall be seventy (70%) percent.~~

(D) The Town shall deduct the Officer's share of Health Insurance and Life Insurance on a payroll basis.

(E) The present Life Insurance Program will be continued during the life of this Agreement with a maximum of Four Thousand Dollars (\$4,000.00).

(F) The Town agrees to procure a group Dental Insurance plan for its employees provided the employees pay 100% of the insurance premium.

(G) 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 14

DISCIPLINARY ACTION

It is the intent of the parties to the Agreement that no employee covered by this Contract shall be removed, discharged, suspended, or disciplined in any other manner except for just cause within the meaning of Chapter 31 of the Massachusetts General Laws as the same may be amended from time to time hereafter. If an employee appeals a disciplinary action by the Appointing Authority or Chief of Police under MGL Chapter 31, Section 41-44, he/she shall be prohibited from appealing said action as a grievance under Article 6 of the Agreement.

ARTICLE 15

COMPLAINT PROCEDURE

It is agreed that no action of any kind shall be taken on any complaint against any Superior Officer provided that the complaint is not criminal in nature, unless the complaint is submitted to the Chief of Police in writing, signed by the complainant and setting forth the place, date, time, and circumstances of the matter complained of.

Upon receipt of a signed, written complaint, the Chief of Police shall have fourteen (14) days in which to notify any and all Officers named in the complaint of its existence and the charges laid against them. During this period the Chief of Police shall investigate or cause to be investigated these charges with or without the knowledge of the officers named in the complaint. No disciplinary action of any kind may be imposed on any officer as the result of a complaint until he has been notified of the complaint and given the opportunity to respond to it.

ARTICLE 16

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 (1) 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 17

UNIFORMS AND EQUIPMENT

(A) The Town shall furnish the members of the Police Department with ASP Batons, Baton holders, 2 pairs of handcuffs, handcuff holders, breast plates, body armor, hat badges, semi-automatic handguns, holsters, and Sam Browne style belts.

(B) All full time Superior Officers will be allowed a yearly uniform clothing allowance as follows:

EFFECTIVE JULY 1, 2008	One Thousand Five Hundred and No Hundredths (\$1,500.00) Dollars;
EFFECTIVE JULY 1, 2009	One Thousand Five Hundred Fifty and No Hundredths (\$1,550.00) Dollars;
EFFECTIVE JULY 1, 2010	One Thousand Five Hundred Fifty and No Hundredths (\$1,550.00) Dollars; and,
EFFECTIVE JULY 1, 2013	One Thousand Six Hundred Fifty and No Hundredths (\$1,650.00) Dollars.

Payment of said allowance shall be in two (2) equal lump sums, the first to be paid on or before July 31st and the second to be paid on or before January 1st of each budget year.

(C) Each member of the Department will be supplied with a 2'x6' locker.

(D) The Department will maintain a supply of riot helmets, riot sticks, riot gloves, .12 shotguns, and a tear gas kit with gas and gas masks.

(E) Each Superior Police Officer will be supplied with O/C Pepper Spray after proper training. This will include the canister and holders. The canister will be replaced when empty.

(F) Each Superior Police Officer will be supplied with ammunition for the purpose of firing range practice. A minimum of fifty (50) rounds per man per month will be supplied.

(G) Each Superior Police Officer assigned to the Police Department Bicycle/Motorcycle Unit will receive an additional annual uniform allowance of Three Hundred and No Hundredths (\$300.00) Dollars effective July 1, 2002. Payment of said allowance shall be on or before July 31st of each budget year.

(H) Damaged Equipment. Any equipment or clothing (including, but not limited to: uniforms, coats, boots, eyeglasses, watches, and flashlights) that are damaged or destroyed in the performance of an officer's duties, shall be replaced immediately and billed to the Town of Norton. The Town of Norton shall then receive any reimbursements from the Courts and/or insurance companies.

(I) Any officer assigned to the Honor Guard will be allowed to purchase equipment for the purposes of use with the Honor Guard, and will be reimbursed up to \$100 each fiscal year for such equipment.

(J) Town agrees with union proposal to add tourniquet and advanced clotting gauze to equipment list.

(K) Town agrees to reimburse the union for the purchase of tourniquets and clotting gauze purchase in August 2017 in the amount of \$706.72.

ARTICLE 18

SENIORITY

(A) Seniority in the Police Department shall commence from the date of appointment under Civil Service as a full time member. Members of the Department who were appointed by means other than Civil Service appointment shall date their seniority time from the date of their original full time appointment by the appropriate appointing authority of the Town of Norton.

(B) Seniority shall not be broken by vacation time, sick leave, injury time, or call to military service for the duration.

(C) If an Officer resigns voluntarily and is rehired by the Town at a later date, he/she will be entitled to retroactive time after two (2) years of service from date of rehiring. If he/she is discharged for just cause, he/she shall lose all seniority.

(D) In the event of a reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority in accordance with Civil Service requirements.

(E) Wherever a permanent opening occurs in any shift, a notice shall be posted for seven (7) days and the applicant with the greatest seniority shall be awarded the opening unless a good reason exists for not doing so. This in no way interferes with temporary transfers between shifts, regardless of seniority, when in the opinion of the Chief of Police, the occasion warrants this action. However, in any event, temporary transfers shall not be for a period in excess of forty-five (45) days.

(F) It is further agreed that if an Officer is absent from duty for extended periods of time by reason of excused leaves of absence, extended illness, or on the job injury, shall return to the position he/she occupied prior to the extended absence and any employee filling in during the absence shall also return to his/her former position.

ARTICLE 19

OVERTIME

(A) All authorized or scheduled work in excess of eight (8) hours in any shift or over an average thirty-seven and one half (37.5) hours in one (1) work cycle as defined in Article 12 (D) shall be paid at the overtime rate of time and one-half (1 ½) of the employee's hourly base rate of pay.

Overtime to fill a vacancy occasioned by a vacationing officer shall be paid at the overtime rate.

(B) Employees authorized and required to return to duty after the terminal hour of their regular tour shall be paid overtime with the minimum of four (4) hours.

(C) Employees directed by the Chief of Police to attend schools or other courses of instruction at a time other than and in addition to their regular tour of duty shall be paid overtime.

(D) Full time Officers shall receive first call for extra tours of duty not filled by a full time Officer within his/her usual duty assignment. The records shall show the day of call and the response from each person called, as to whether it was refused or no answer. If an Officer refuses, he/she will automatically be passed by until a complete call of the list has been made. This list shall allow for a uniform method of rotation on a voluntary basis of off duty full time Officers. There shall be no discrimination against any Officer who declines to work, except in cases of emergency.

No full time officer shall work more than sixty-four (64) hours in any work week except in an emergency. Hours of pay for holidays shall not be counted as hours worked in computing the sixty-four (64) hours in the previous sentence. Court time within a regular tour of duty shall be included within the meaning of the restriction.

(E) Officers shall be compensated for all unpaid overtime accumulated at the time of separation from the Department for resignation, discharge, retirement, or death. In the event of death, payment is to be made to the estate of the employee or his/her designated beneficiary. Such payments shall be based on his rate of pay in effect at the time of separation.

(F) Officers shall be permitted to work overtime while assigned to training, so long as it is prior to or after said training hours.

ARTICLE 20

EDUCATIONAL ASSISTANCE

There is hereby established a College Incentive Program within the Norton Police Department and employees shall be paid on an annual basis in the amount of Twenty (\$20.00) Dollars for each credit earned in Law Enforcement or courses required on all Law Enforcement degree programs in which the employee is enrolled. The payments owed to employees under this program shall be made in a lump sum on or before July 30th of each year of this Contract.

The Town will reimburse any Union member for seventy-five (75%) percent of tuition costs and seventy-five (75%) percent for costs incurred for books or other required materials, and all other college required fees for any college courses leading to an Associate's and/or Bachelor's Degree in Law Enforcement up to a maximum of \$5,000.00. Such reimbursement will be applicable within thirty (30) days following submission to the Town of receipts for tuition, books, required materials, and proof of satisfactory completion with an overall grade point average of at least a "B" for said courses.

The Town will reimburse any Union member for seventy-five (75%) percent of tuition costs, and seventy-five (75%) percent for costs incurred for books or other required materials, and all other required fees for any courses leading to an Master's Degree in Criminal Justice, or a Juris Doctor. An employee who chooses to pursue a postgraduate degree agrees to remain in the employ of the Town for at least two (2) years after completing a Master's Degree and at least five (5) years after completing a Doctoral level degree up to a maximum of \$5,000.00. If the employee leaves voluntarily or is terminated prior to said periods, the employee will reimburse the Town on a pro rata basis for the costs related to the educational program. The employee will not be responsible for any balance of time or monies owed if separation is caused by death or disability.

Effective July 1, 2013, the Educational Assistance benefit will be included in the base salary and considered regular compensation for calculation of overtime, holiday, personal time, vacation time, and retirement where applicable by law.

An employee shall be entitled to receive the following:

Effective:	Associate's Degree	Bachelor's Degree	Master's Degree
July 1, 2013	\$ 4,000.00	\$ 6,750.00	\$ 8,000.00
July 1, 2015	\$ 4,500.00	\$ 7,250.00	\$ 8,500.00
July 1, 2016	\$ 5,500.00	\$ 8,250.00	\$ 9,500.00
July 1, 2017	\$ 6,100.00	\$ 8,850.00	\$ 10,100.00
July 1, 2018	\$ 6,700.00	\$ 9,450.00	\$ 10,700.00
July 1, 2019	\$ 7,300.00	\$ 10,050.00	\$ 11,300.00
July 1, 2020	\$ 7,550.00	\$ 10,300.00	\$ 11,600.00
July 1, 2021	\$ 7,550.00	\$ 10,550.00	\$ 11,850.00
July 1, 2022	\$ 7,550.00	\$ 10,800.00	\$ 12,100.00
July 1, 2023	\$ 8,550.00	\$ 11,800.00	\$ 15,800.00
July 1, 2024	10% of base wage	20% of base wage	25% of base wage

The employee shall provide proof of the Degree or courses from a University, College, or Institution approved by the Massachusetts Department of Education and such proof shall be presented to the Chief of Police for approval, including employees enrolled in a Law Enforcement Degree Program, before receiving any payment under this Article with the exception that an employee with an Associate's Degree or a Bachelor's Degree in a non-Law Enforcement program shall, effective July 1, 1999, be entitled to receive the same educational incentive payment.

Effective July 1, 2021 any member of this bargaining unit assigned to detectives will receive a 6% differential.

Effective July 1, 2021 any member of this bargaining unit assigned to SRO will receive a 3% differential.

Effective July 1, 2023, the Police Chief must be notified by January 1 of a request for educational assistance for the following year.

ARTICLE 21

INDEMNIFICATION OF POLICE OFFICERS

(A) Employees shall continue their regular compensation during any period of absence from duty because of disability (total or partial) resulting from personal injury, sickness, or illness arising out of and in the course of their employment hereunder, or arising out of the ordinary risks of the street while on duty hereunder.

(B) The Town shall also pay all hospital and medical expenses not paid by Blue Cross; hospitalization, disability, or similar coverage subscribed to through the Town, incurred by Officers as a result of such personal injury, sickness, or illness, excluding payment made thereunder, wholly purchased by an employee, or through personally paid group policy.

(C) The Town agrees to indemnify the members of the Union as voted in the April and June, 1981 Norton Town Meeting providing that Union members be protected under provisions of the Massachusetts General Law Chapter 258, Sections 9 and 13 as accepted by the voters of the Town of Norton.

(D) The Town reserves the right to assign a Medical Care/Case Manager to an employee injured in the line of duty. Said Medical Care/Case Manager will meet with the Officer in a timely manner for the purpose of ascertaining the extent of the line of duty injury and to subsequently direct and monitor the medical treatment for said injury. The expense of retaining a Medical Care/Case Manager will be paid by the Town of Norton.

ARTICLE 22

EXTRA PAID DETAILS

(A) The assignment of the employee to extra paid details shall be made by the Chief or his designee on a voluntary basis and shall be distributed by seniority. The record shall indicate the date of the call and the response from each officer called, as to whether it was refused, or if no answer. If an officer refuses, said officer will automatically be passed by until a complete call of the list has been made. This list shall allow for a uniform method of rotation on a voluntary basis of off duty officers. The parties agree that where the Town is the awarding authority, the Chief shall determine if a detail is necessary. In those cases where the Chief determines that a detail is necessary, traffic control at all construction/utility work sites shall remain the exclusive province of all sworn officers of the Norton Police Department. If such details cannot be filled with Norton Police Department officers, those details may be outsourced to other police departments in accordance with policies and procedures.

(B) No such assignment shall be made until the person or organization requesting the services has agreed to pay the Town for the Officers covered under this contract so assigned at the following rates, effective upon the execution of this Agreement.

1. Outside details will be at the rate of \$80.00 per hour for Sergeants and \$90.00 per hour for Lieutenants. Effective July 1, 2019, the rate will increase to \$81.60 per hour and \$91.80 per hour. Thereafter, the hourly detail rate will increase by the same percentage as the negotiated percentage increase in the weekly salary schedule in Article 23.

Sergeants will receive \$100.00 per hour and Lieutenants will receive \$110.00 per hour for the following: work after eight (8) consecutive hours on the same detail, work on the actual day of contractual holidays (excluding floating holidays), work on weekends, (weekends are the hours between 1600 on Friday and 0700 on Monday). Thereafter, the hourly detail rate will increase by the same percentage as the negotiated percentage increase in the weekly salary schedule in Article 23. Details that are paid for by the Town of Norton or any of its departments are excluded from this paragraph.

2. Officers working any detail that goes over four (4) hours will receive a minimum of eight (8) hours pay. Details paid out of Town funds shall be excluded from this provision.
3. Officers working any details where alcohol is being served, poured or consumed will receive an additional Five and No Hundredths (\$5.00) Dollars per hour.
4. If an Officer works a detail at the Tournament Players Club (TPC) or Wheaton College or a private detail necessitated by a labor dispute, strike or demonstration, the Officer will receive an additional Five and No Hundredths (\$5.00) Dollars per hour for that detail.
5. If a detail is canceled any time after the scheduled start time of the detail, assigned officer will be paid to the end time listed on the detail.

(C) No such assignment shall be made to Special Police Officers unless no full time Officer is available.

(D) No such assignment shall be made until a written request is submitted by the authorized representative of the organization to the Chief of Police, and the person or organization. In the case of an extreme emergency, the written request shall be waived.

(E) A detail that is canceled must be canceled in writing forty-eight (48) hours prior to said detail or the officer assigned shall receive the minimum of four (4) hours of detail pay. If the detail is canceled by reason of inclement weather, it must be canceled in writing a minimum of eight (8) hours prior to said detail or the officer assigned shall receive the minimum of four (4) hours of detail pay.

(F) Any full time Superior Officer who performs a paying detail not officially assigned by the Chief of Police and recorded and reported as required by this Agreement will not be protected by the provisions of the MGL Chapter 21, Section 100, as amended.

(G) Any full time Superior Officer who knowingly performs a paying detail not officially fully recorded and reported on such forms within twenty-four (24) hours after performance may be subject to Department disciplinary action. The assignment of such a detail by the Chief of Police may, at the Union's option constitute a grievance under this Agreement.

(H) Any full time Superior Officer's claim that he/she has not received his/her fair share of details pursuant to the provisions of the Article shall constitute a grievance under this Agreement. The Union's claim that paying details are not being distributed fairly and equitably shall similarly constitute a grievance under this Agreement.

(I) Officers are eligible to work outside details during their vacation time and compensatory time.

(I) Officers are allowed to work outside details while they are assigned to training classes, so long as it is prior to, or after, said training hours.

(J) Day of Detail: When a detail is requested on the same day of said detail, the officer will receive a minimum of eight (8) hours pay, excluding an emergency situation that could not have been scheduled or otherwise anticipated. This clause will not apply if an officer takes a detail and cancels out of said detail, which then needs to be filled. Details that are paid for by the Town of Norton or any of its departments are excluded from this paragraph.

(K) Details requested by religious institutions will be considered the same as details that are paid by the Town of Norton.

ARTICLE 23

SALARY SCHEDULE

Effective July 1, 2020, the salary schedule for the Superior Officer's Association shall be as follows:

Effective July 1, 2020 (2%)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	- START	3+ YEARS IN GRADE	5+ YEARS IN GRADE	10+ YEARS IN GRADE	14+ YEARS IN GRADE
Sergeant	\$ 2,867.78	\$ 2,925.14	\$ 2,983.64	\$ 3,043.31	\$ 3,104.18
Lieutenant	\$ 3,497.80	\$ 3,567.76	\$ 3,639.12	\$ 3,711.90	\$ 3,786.14
-	-	-	-	-	-
Effective July 1, 2021 (2%)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	- START	3+ YEARS IN GRADE	5+ YEARS IN GRADE	10+ YEARS IN GRADE	14+ YEARS IN GRADE
Sergeant	\$ 2,925.14	\$ 2,983.64	\$ 3,043.31	\$ 3,104.18	\$ 3,166.26
Lieutenant	\$ 3,567.76	\$ 3,639.12	\$ 3,711.90	\$ 3,786.14	\$ 3,861.86
Effective July 1, 2022 (2%)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	START	3+ YEARS IN GRADE	5+ YEARS IN GRADE	10+ YEARS IN GRADE	14+ YEARS IN GRADE
Sergeant	\$ 2,983.64	\$ 3,043.31	\$ 3,104.18	\$ 3,166.26	\$ 3,229.59
Lieutenant	\$ 3,639.12	\$ 3,711.90	\$ 3,786.14	\$ 3,861.86	\$ 3,939.10

July 1, 2023 2.0% COLA and 4% Market Rate Adjustment for a total of 6%

July 1, 2024 2.5%

July 1, 2025 2.5%

Effective July 1, 2023, all members of the Bargaining Unit having achieved twenty-five (25) or more years of credible full-time service with the Town of Norton Police Department shall have an additional five percent (5.00%) increase added to base pay to be included in base pay for all purposes as permitted by law. (See following salary schedule.)

Civil Service

Upon the successful ratification of all the above articles (13,20,23) the NPSOA agrees to impact bargain an exit from Civil Service. The Town and the NPSOA agree to bargain in good faith on all policies necessary for promotions and operation of a non-civil service Department.

Salary Schedule

		FY 2024 July 1, 2023 6%	FY 2025 July 1, 2024 2.5%	FY 2026 July 1, 2025 2.5%
STEP	RANK	SALARY	SALARY	SALARY
Step 14 with 25 years	LIEUTENANT w25 years	4,384.22	4,493.82	4606.17
14	LIEUTENANT	4175.45	4,279.83	4386.83
Step 10 with 25 years	LIEUTENANT w25 years	4298.25	4,405.71	4515.85
10	LIEUTENANT	4093.57	4,195.91	4300.81
Step 5 with 25 years	LIEUTENANT w25 years	4213.97	4,319.32	4427.31
5	LIEUTENANT	4013.31	4,113.64	4216.48
Step 3 with 25 years	LIEUTENANT w25 years	4131.34	4,234.63	4340.49
3	LIEUTENANT	3934.61	4,032.98	4133.80
Step 1 with 25 years	LIEUTENANT w25 years	4050.34	4,151.60	4255.39
1	LIEUTENANT	3857.47	3,953.90	4052.75
Step 14 with 25 years	SERGEANT w/25 years	3594.53	3,684.40	3776.51
14	SERGEANT	3423.37	3,508.95	3596.67
Step 10 with 25 years	SERGEANT w/25 years	3524.05	3,612.15	3702.45
10	SERGEANT	3356.24	3,440.14	3526.15
Step 5 with 25 years	SERGEANT w/25 years	3454.95	3,541.33	3629.86
5	SERGEANT	3290.43	3,372.69	3457.01
Step 3 with 25 years	SERGEANT w/25 years	3387.20	3,471.88	3558.68
3	SERGEANT	3225.91	3,306.56	3389.22
Step 1 with 25 years	SERGEANT w/25 years	3320.79	3,403.81	3488.91
1	SERGEANT	3162.66	3,241.72	3322.77

The detective stipend will be added to the base salary and considered regular compensation for the calculation of overtime, holiday, personal time, vacation time and retirement where applicable by law.

All wages will be paid via direct deposit in the Employee's bank of choice.

ARTICLE 24

LONGEVITY PAY

The Town shall pay to the Union members Longevity pay on the first payroll after the anniversary date for the following years of service with the Town:

LENGTH OF SERVICE	Current	Effective July 1, 2021	Effective July 1, 2022
After Ten (10) Years	\$ 750.00	\$ 900.00	\$1,100.00
After Fifteen (15) Years	\$ 850.00	\$1,000.00	\$1,200.00
After Twenty (20) Years	\$ 950.00	\$1,100.00	\$1,300.00
After Twenty-Five (25) Years	\$1,050.00	\$1,200.00	\$1,400.00

Effective July 1, 2013, the longevity benefit will be included in the base salary and considered regular compensation for the calculation of overtime, holiday, personal time, vacation time, and retirement where applicable by law.

Employees receiving salary augmentation benefits under Article 31 shall not be eligible to receive longevity benefits under this Article.

ARTICLE 25

MISCELLANEOUS

(A) Space will be provided at Police Headquarters at places of assembly of the employees for Union bulletin boards of reasonable size, to be supplied by the Union for the posting of announcements relating to Union business.

(B) Copies of general orders, special orders, and personnel orders from the Chief of Police, currently in effect, shall be supplied to the Union, and copies of such orders issued subsequent to the effective date of this Agreement shall be supplied to the Union at the time of issuance.

(C) Should any provision of this Agreement or any supplement thereto be held invalid by any Court or Tribunal of competent jurisdiction, or if compliance with re-enforcement of any such provisions be restrained by any Court, all other provisions of this Agreement and any supplement thereto shall remain in force and the parties shall negotiate immediately for a satisfactory replacement for any such provisions.

(D) Maintenance of Privileges. Officers prior to the date of this Agreement will not be denied them except as agreed herein because of the signing of this Agreement.

(E) The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Chief of Police, except as specified in Article 6. In the event any statute(s) relating to members of the Police Department establishes benefits or provisions in excess of, or more advantageous than the benefits of this Agreement, the provisions of such statute(s) to the extent not forbidden by law, shall prevail, providing that the Town shall have accepted such legislation, if permissive in nature. In the event that this Agreement provides or sets forth benefits or provisions in excess or more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement, the provisions of such statute(s) to extent not forbidden by law, shall prevail,

providing that the Town shall have accepted such legislation, if permissive in nature. In the event that this Agreement provides or sets forth benefits or provisions in excess of more advantageous than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail.

(F) In the absence of the Chief of Police, a member of the Union who is the officer in charge of a given shift is authorized to order in additional civilian dispatchers to work in the Communications Center during an emergency, unforeseen heavy workload, and inability to reach the Communications Director.

ARTICLE 26

EMPLOYEE PERSONNEL FILES

Section 1. Each employee shall have the right to review the contents of his/her personnel file. Within two (2) working days of the receipt of his written request, an Officer will be permitted at a time designated by the Chief of Police to inspect and make copies of the contents of his/her personnel folder, file cards, and records. The inspection shall take place during normal business hours Monday through Friday 8:00 AM through 4:00 PM. The costs of copying such records shall be incurred by the employee. The employee may have a representative of the Association accompany him/her during a review of his/her files.

Section 2. No material which is in any way derogatory to an employee shall be placed in his/her personnel file before he/she has had the opportunity to review such material and reply thereto and unless the material has been substantiated in fact. The employee shall acknowledge that he/she has received such material by signing his/her name to the copy to be filed in his/her personnel file. The employee's signature shall in no way mean that he/she agrees with the contents of any such material. The employee shall also have the right to answer any such material in writing. His/her answer shall be submitted to the Chief of Police for review and shall be attached to the material to which it is in answer and filed in his/her personnel file.

ARTICLE 27

SERVICE OUT OF RANK

When an Officer is on vacation or other leave and the Chief orders another Officer of lower rank to perform the duties of the higher rank, that Officer performing the duties of the higher rank shall be paid at the rate of that higher rank from the first day of said service.

ARTICLE 28

SUFFICIENCY OF FUNDS

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

ARTICLE 29

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2023, and extend through June 30, 2026, or until a signed Agreement replaces it.

ARTICLE 30

SHIFT EXCHANGE

Each Superior Officer shall be allowed the right to exchange a shift with another employee, provided that there is no additional cost to the Town of Norton. The Chief of Police or his designee shall be notified four (4) hours before the exchange, unless an emergency arises.

ARTICLE 31

SALARY AUGMENTATION PLAN

1. Any member of the bargaining unit who has been employed by the Norton Police Department for at least twenty-two (22) years will be eligible to participate in the Salary Augmentation Plan.
2. Any eligible employee who wishes to begin his participation in the Salary Augmentation Plan in any fiscal year must give written notice of his intent to participate to the Chief or his designee by November 1st prior to the start of the fiscal year in which he wishes his participation to begin. The employee's notice of intent should specify the exact date during the following fiscal year as of which he wishes his salary augmentation to begin. If any such employee fails to specify such date, his salary augmentation shall begin on the July 1st following the submission of his notice of intent to the Chief or his designee.
3. Each participating employee's salary shall be augmented in accordance with the schedule set forth in paragraph four (4) for a period of three (3) years from the date as of which his participation in the Plan begins or until his participation in the Plan is suspended after one (1) year on injury leave pursuant to paragraph 11 below or until his employment is terminated by retirement, resignation, dismissal, death or other reason, whichever of the foregoing occurs first.
4. Since the Salary Augmentation Plan has been conceived and formulated as an incentive to members of the bargaining unit to conserve and accrue sick leave, their salary during the period for which they activate their participation in the Plan shall be augmented in accordance with the following schedule:

Accrued Sick Leave Days

120
150
180

Salary Augmentation Plan

4%
6%
9.5%

5. The foregoing salary augmentation percentages shall be paid on a cumulative basis. For example, an employee with 180 or more accrued sick leave days throughout the period of his participation in the Plan shall receive a salary augmentation percentage of 9.5% for the first year, 19% for the second year and 28.5% for the third year. This would equate into an employee with an annual salary of \$40,000.00 and 180 or more accrued sick leave days receiving an augmented salary of \$43,800.00 for the first year the employee is on the salary augmentation plan, \$47,600.00 for the second year and \$51,400.00 for the third and final year.

6. The foregoing salary augmentation percentages shall be applied on a weekly basis to a salary figure that consists of the following two (2) components:

- (A) The applicable base salary for the employee's rank or position as set forth in the contractual salary schedule.
- (B) The employee's night differential.

7. The number of sick leave days that an employee has accrued as of the date on which his salary augmentation is scheduled to begin shall determine the percentage amount by which his salary will be augmented under this Plan. That salary augmentation percentage amount shall continue in effect throughout an employee's participation in the Salary Augmentation Plan except provided below:

- (A) If during the first twenty four (24) months of an employee's participation in the Salary Augmentation Plan, his utilization of sick leave, reduces the total number of days in his sick leave Accrual as of the start of the following fiscal year to a level that is at least 10% below the qualifying accrual level at which the employee began his participation in the Plan – i.e. to 162 or below if the employee's augmentation percentage is 9.5%, to 135 or below if the employee's augmentation percentage is 6%, or to 108 or below if the employee's augmentation percentage is 4% - the employee's salary augmentation percentage shall as of the start of the next fiscal year be reduced to the next lower salary augmentation percentage – i.e., to 6%, 4% or 0%. The employee shall then remain at the lower salary augmentation percentage level; (1) either until the number of days in his sick leave accrual account is further reduced to a level that is at least 10% below the next level of participation – i.e. to 135 or below if the employee's new augmentation percentage is 6%, or to 108 or below if the employee's new augmentation is 4% - by the start of the next fiscal year in which event his salary augmentation percentage shall be further reduced to either 4% or 0%; or (2) until he is able to build his sick days accrual back up to his original qualifying level of participation – i.e. to 120, 150, 180 sick days – in which event his salary augmentation percentage shall be correspondingly increased to the next higher percentage on the salary augmentation schedule as of the start of the next fiscal year and he shall remain at that level until his sick day accrual either rises to the next higher level or drops to a figure that is at least 10% below his then current level of participation in the manner described herein. Any period of time during which a participating employee's augmentation percentage is eliminated altogether because his accrual drops below 108 shall not be included in the computation of his three (3) years of eligibility under the Salary Augmentation Plan.

- (B) If, during the first twenty-four (24) months of an employee's participation in the Salary Augmentation Plan, his level of utilization of sick days causes the total number of days in his sick leave accrual to rise to the next higher level of participation as of the start of the following fiscal year – i.e. to 150 or to 180 days – the employee's salary augmentation percentage shall be similarly increased as of the start of that fiscal year to the next higher salary augmentation percentage – i.e., 6% or to 9.5%. The employee shall then remain at that higher salary augmentation percentage unless his sick leave accrual is subsequently reduced to the next lower level as described in subparagraph (a) above.
- (C) Beginning with the start of an employee's 25th month of participation in the Plan, the occurrences that are described in subparagraph (a) and (b) shall be handled as follows:

1. If the total number of days in the employee's sick leave accrual account is reduced below the qualifying level at which the employee began the start of his 25th month of participation – i.e. below 180, 150, 120 – and if none of his sick leave utilization since the start of his 25th month of participation in the Plan is attributable to a "serious health condition" as defined on page 4 of Form WH380 issued by the Wage and Hour Division Of the Employment Standards Administration of the United States Department of Labor as revised in December 1999 ("Form WH380" page 4 of which is attached hereto, listed as "Serious Health Condition") his salary augmentation percentage shall be immediately reduced to the next lower level – i.e. to 6%, 4% or 0% - and it shall remain at that reduced level for the remainder of his participation in the Plan unless there is either (a) a further decrease in his sick day utilization that is not attributable to a serious health condition as defined in Form WH380, to a level that is below the next lower qualifying level – i.e. below 150 or 120 days – in which event his salary augmentation percentage shall be further reduced to the next lower amount – i.e. to 4% or 0% - or (b) a subsequent increase in the number of days in his sick leave accrual account to the next higher qualifying level – i.e. to 120, 150, 180 days – in which event his salary augmentation percentage shall be immediately increased to the next higher level – i.e. to 4%, 6% or 9.5% - as described in subparagraph (3) below.
2. If any sick leave utilization after the start of an employee's 25th month of participation in the Plan is attributable to a serious health condition as defined in Form WH380, the reduction in his salary augmentation percentage that is described in subparagraph (1) above will not be implemented until the total number of days in any such participant's sick leave accrual account is reduced to a level that is at least 10% below the qualifying accrual level at which any such employee began their 25th month of participation in the Plan – i.e. to 162 or below, to 135 or below or to 108 or below.

8. While participating in the Salary Augmentation Plan, an employee shall continue to be eligible for all other contractual benefits except as may be otherwise specified in this Agreement. A participating employee shall continue to accrue sick leave days under Article 10 (Sick Leave Program).

9. Upon the completion of an employee's participation in the Salary Augmentation Plan his salary shall revert to the applicable contractual amount.

10. Upon receiving his first paycheck with the salary augmentation amount included, an employee shall immediately be deemed to have irrevocably waived his eligibility for the sick leave redemption benefit that is set forth in Article 10, Section I.

11. If an employee is injured in the line of duty while participating in the Salary Augmentation Plan and is receiving disability pay pursuant to Chapter 41, Section 111F of the General Laws, his participation in the program will be suspended after one complete fiscal year (July 1st – June 30th) on paid disability leave unless he has already filed for either superannuation or disability retirement, either accidental or ordinary, in which event his participation in the Salary Augmentation Plan will continue as provided in paragraph 3 above.

12. Any employee whose participation in the Plan is suspended pursuant to the preceding paragraph will resume his participation in the Salary Augmentation Plan upon his return to active duty. As such employee's eligibility period shall be adjusted forward by the amount of time that his participation in the Plan was suspended because of his injury leave.

13. An employee may not give notice of his intent to access the Salary Augmentation Plan at a time when he is on disability leave. However, this shall not preclude the participation of an employee who becomes disabled because of a line-of-duty injury incurred between the date on which he gives his written notice of such participation and the date on which his salary augmentation is scheduled to begin. Instead, any such employee will be treated in the same way as an employee who is injured in the line of duty while participating in the Plan as set forth in the paragraphs 12 and 13.

14. In order to enhance the eligibility for participating in the Salary Augmentation Plan of any member of the bargaining unit who was previously laid off and who was permitted to redeem some or all of his unused sick leave days at the time of his layoff, such employees shall be permitted to repurchase some or all of those days at the same price as that for which they were originally redeemed and to include them in their current sick leave accrual.

Effective with Members hired after July 1, 2021

1. Any member of the bargaining unit for the Norton Police Superior Officers Association who has been employed **full time** for at **least twenty-five (25)** years will be eligible to participate in the Salary Augmentation Plan.

2. An employee who will achieve at least their twenty fifth (25th) anniversary as a full-time employee with the Norton Police Department, may notify the Chief of their intent to participate in the Salary Augmentation Program. They must notify the Chief or his designee by November 1 of their intent to participate in the next fiscal year. Their salary will be adjusted on the first payroll following July 1 for those with 25 years of service as of July 1 or following their 25th anniversary of date during the fiscal year for all others.

3. Each participating employee's salary shall be augmented in accordance with the schedule set forth in paragraph four (4) for a period of three (3) years from the date as of which his participation in the Plan begins or until his participation in the Plan is suspended after one (1) year on injury leave pursuant to paragraph 11 below or until his employment is terminated by retirement, resignation, dismissal, death or other reason, whichever of the foregoing occurs first.

4. Since the Salary Augmentation Plan has been conceived and formulated as an incentive to members of the bargaining unit to conserve and accrue sick leave, their salary during the period for which they activate their participation in the Plan shall be augmented in accordance with the following schedule:

<u>Accrued Sick Leave Days</u>	<u>Salary Augmentation Plan</u>
120	4%
150	6%
180	9.5%

5. The foregoing salary augmentation percentages shall be paid on a cumulative basis. For example, an employee with 180 or more accrued sick leave days throughout the period of his participation in the Plan shall receive a salary augmentation percentage of 9.5% for the first year, 19% for the second year and 28.5% for the third year. This would equate into an employee with an annual salary of \$40,000.00 and 180 or more accrued sick leave days receiving an augmented salary of \$43,800.00 for the first year the employee is on the salary augmentation plan, \$47,600.00 for the second year and \$51,400.00 for the third and final year.

6. The foregoing salary augmentation percentages shall be applied on a weekly basis to a salary figure that consists of the following two (2) components:

- (A) The applicable base salary for the employee's rank or position as set forth in the contractual salary schedule.
- (B) The employee's night differential.

7. The number of sick leave days that an employee has accrued as of the date on which his salary augmentation is scheduled to begin shall determine the percentage amount by which his salary will be augmented under this Plan. That salary augmentation percentage amount shall continue in effect throughout an employee's participation in the Salary Augmentation Plan except provided below:

- (A) If during the first twenty four (24) months of an employee's participation in the Salary Augmentation Plan, his utilization of sick leave, reduces the total number of days in his sick leave Accrual as of the start of the following fiscal year to a level that is at least 10% below the qualifying accrual level at which the employee began his participation in the Plan – i.e. to 162 or below if the employee's augmentation percentage is 9.5%, to 135 or below if the employee's augmentation percentage is 6%, or to 108 or below if the employee's augmentation percentage is 4% - the employee's salary augmentation percentage shall as of the start of the next fiscal year be reduced to the next lower salary augmentation percentage – i.e., to 6%, 4% or 0%. The

employee shall then remain at the lower salary augmentation percentage level; (1) either until the number of days in his sick leave accrual account is further reduced to a level that is at least 10% below the next level of participation – i.e. to 135 or below if the employee's new augmentation percentage is 6%, or to 108 or below if the employee's new augmentation is 4% - by the start of the next fiscal year in which event his salary augmentation percentage shall be further reduced to either 4% or 0%; or (2) until he is able to build his sick days accrual back up to his original qualifying level of participation – i.e. to 120, 150, 180 sick days – in which event his salary augmentation percentage shall be correspondingly increased to the next higher percentage on the salary augmentation schedule as of the start of the next fiscal year and he shall remain at that level until his sick day accrual either rises to the next higher level or drops to a figure that is at least 10% below his then current level of participation in the manner described herein. Any period of time during which a participating employee's augmentation percentage is eliminated altogether because his accrual drops below 108 shall not be included in the computation of his three (3) years of eligibility under the Salary Augmentation Plan.

- (B) If, during the first twenty-four (24) months of an employee's participation in the Salary Augmentation Plan, his level of utilization of sick days causes the total number of days in his sick leave accrual to rise to the next higher level of participation as of the start of the following fiscal year – i.e. to 150 or to 180 days – the employee's salary augmentation percentage shall be similarly increased as of the start of that fiscal year to the next higher salary augmentation percentage – i.e., 6% or to 9.5%. The employee shall then remain at that higher salary augmentation percentage unless his sick leave accrual is subsequently reduced to the next lower level as described in sub-paragraph (a) above.
- (C) Beginning with the start of an employee's 25th month of participation in the Plan, the occurrences that are described in sub-paragraph (a) and (b) shall be handled as follows:
 - 1. If the total number of days in the employee's sick leave accrual account is reduced below the qualifying level at which the employee began the start of his 25th month of participation – i.e. below 180, 150, 120 – and if none of his sick leave utilization since the start of his 25th month of participation in the Plan is attributable to a "serious health condition" as defined on page 4 of Form WH380 issued by the Wage and Hour Division Of the Employment Standards Administration of the United States Department of Labor as revised in December 1999 ("Form WH380" page 4 of which is attached hereto, listed as "Serious Health Condition") his salary augmentation percentage shall be immediately reduced to the next lower level – i.e. to 6%, 4% or 0% - and it shall remain at that reduced level for the remainder of his participation in the Plan unless there is either (a) a further decrease in his sick day utilization that is not attributable to a serious health condition as defined in Form WH380, to a level that is below the next lower qualifying level – i.e. below 150 or 120 days – in which event his salary augmentation percentage shall be further reduced to the next lower amount – i.e. to 4% or 0% - or (b) a subsequent increase in the number of days in his sick leave accrual account to the next higher qualifying level – i.e. to 120, 150, 180

days – in which event his salary augmentation percentage shall be immediately increased to the next higher level – i.e. to 4%, 6% or 9.5% - as described in subparagraph (3) below.

2. If any sick leave utilization after the start of an employee's 25th month of participation in the Plan is attributable to a serious health condition as defined in Form WH380, the reduction in his salary augmentation percentage that is described in subparagraph (1) above will not be implemented until the total number of days in any such participant's sick leave accrual account is reduced to a level that is at least 10% below the qualifying accrual level at which any such employee began their 25th month of participation in the Plan – i.e. to 162 or below, to 135 or below or to 108 or below.

8. While participating in the Salary Augmentation Plan, an employee shall continue to be eligible for all other contractual benefits except as may be otherwise specified in this Agreement. A participating employee shall continue to accrue sick leave days under Article 10 (Sick Leave Program).

9. Upon the completion of an employee's participation in the Salary Augmentation Plan his salary shall revert to the applicable contractual amount.

10. Upon receiving his first paycheck with the salary augmentation amount included, an employee shall immediately be deemed to have irrevocably waived his eligibility for the sick leave redemption benefit that is set forth in Article 10, Section I.

11. If an employee is injured in the line of duty while participating in the Salary Augmentation Plan and is receiving disability pay pursuant to Chapter 41, Section 111F of the General Laws, his participation in the program will be suspended after one complete fiscal year (July 1st – June 30th) on paid disability leave unless he has already filed for either superannuation or disability retirement, either accidental or ordinary, in which event his participation in the Salary Augmentation Plan will continue as provided in paragraph 3 above.

12. Any employee whose participation in the Plan is suspended pursuant to the preceding paragraph will resume his participation in the Salary Augmentation Plan upon his return to active duty. As such employee's eligibility period shall be adjusted forward by the amount of time that his participation in the Plan was suspended because of his injury leave.

13. An employee may not give notice of his intent to access the Salary Augmentation Plan at a time when he is on disability leave. However, this shall not preclude the participation of an employee who becomes disabled because of a line-of-duty injury incurred between the date on which he gives his written notice of such participation and the date on which his salary augmentation is scheduled to begin. Instead, any such employee will be treated in the same way as an employee who is injured in the line of duty while participating in the Plan as set forth in the paragraphs 12 and 13.

14. In order to enhance the eligibility for participating in the Salary Augmentation Plan of any member of the bargaining unit who was previously laid off and who was permitted to redeem some or all of his unused sick leave days at the time of his layoff, such employees shall be permitted to repurchase some or all of those days at the same price as that for which they were originally redeemed and to include them in their current sick leave accrual.

ARTICLE 32

TRAINING STIPEND

Effective July 1, 2017 All Superior Officers shall be paid an annual training stipend. Such annual training shall include all state and department training requirements which may include but not be limited to handgun, patrol rifle, less lethal, active shooter, annual in-service and roll call training. The training stipend will be added to the base salary and considered regular compensation for the calculation of overtime, holiday, personal time, vacation time and retirement where applicable by law.

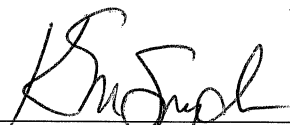
Effective July 1, 2017	\$2,750.00
Effective July 1, 2020	\$3,750.00
Effective July 1, 2021	\$4,000.00
Effective July 1, 2022	\$4,250.00

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

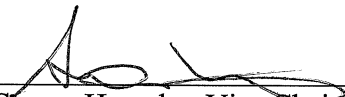
12th DAY OF January, 2023.

This contract is executed in five (5) copies, each of which is deemed an original.

TOWN OF NORTON SELECT BOARD, BY:



Kevin Snyder, Chair



Steven Hornsby, Vice Chair

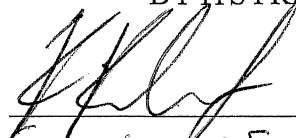


Alec Rich, III, Clerk

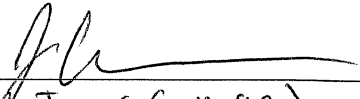
Megan Artz

Denise Luciano

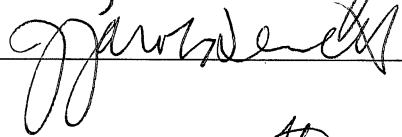
NORTON POLICE SUPERIOR OFFICERS ASSOCIATION,
BY ITS PRESIDENT AND BARGAINING COMMITTEE MEMBERS:



(SGT. KEVIN K. SCHLEICHER JR.)



(SGT. JAMES CAMERON)



Charles Turcotte

(SGT. CHARLES TURCOTTE)