



AGREEMENT

BETWEEN

TEAMSTERS UNION LOCAL #170
(INTERNATIONAL BROTHERHOOD of TEAMSTERS)

and

TOWN of HUBBARDSTON

JULY 1, 2021 to JUNE 30, 2024

AGREEMENT

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AGREEMENT

This Agreement is entered into this on the 1st day of July 2021, by and between the Town of Hubbardston, Worcester County, Massachusetts (hereinafter referred to as the Town or the Employer) and the Teamsters Union, Local #170, International Brotherhood of Teamsters (hereinafter referred to as the Union).

Any articles or portions of articles of this Agreement that require the expenditure of funds by the Town are subject to the Town appropriating the money at a special or annual town meeting to fund such articles or portions of articles in accordance with the Massachusetts General Laws (hereinafter referred to as MGL).

Whenever the term "he" is used throughout this Agreement, it shall be construed and interpreted as pertaining to either gender, male or female.

ARTICLE 1- DURATION

1.1 This Agreement shall take effect on and be retroactive from the 1st day of July 2021 and shall remain in full force and effect until midnight, June 30, 2024 and shall then renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement, of a desire to change, or amend, or terminate this Agreement.

ARTICLE 2 - UNION RECOGNITION

2.1 The employees covered by the Agreement are: all full-time, regular part-time, and summer seasonal employees of the Department of Public Works (DPW), including Teamsters/Laborers, Truck Driver/Laborers/Heavy Equipment Operators, and the working foreman, but excluding the DPW Director, General Foreman, winter seasonal help and the Department Clerk.

2.2 The Town recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by MGL Chap. 150E as amended.

ARTICLE 3 - EMPLOYEE RIGHTS & REPRESENTATION

3.1 The Employer agrees not to discharge, discriminate, interfere with restrain or coerce any employee because of his lawful exercise of the rights set forth in Section 2 or MGL Chap. 150E.

3.2 The Employer agrees that it will not discriminate against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or on behalf of the Union or any employee.

ARTICLE 4 - BARGAINING UNIT COVERAGE

4.1 If during the term of this Contract Agreement any new position is created within the Department, the wages and salary benefits thereof, and also any other changes in the terms and conditions of employment of any or all members of the Union shall be subject to negotiations between the parties of this Agreement as per Massachusetts General Laws, Chapter 150E, (i.e.: the Town will provide notice to the Union and an opportunity to engage in good faith negotiations until either agreement or impasse reached).

ARTICLE 5 - PROTECTION OF RIGHTS

5.1 The Town shall not enter into any agreement or contract with their employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement or contract shall be null and void. All employees shall work in accordance with this Agreement. The Town recognizes and acknowledges this Agreement.

5.2 No employee covered by this Agreement shall be requested to attend any meetings at which hours, wages and working conditions are to be discussed without a Business Agent or the Secretary/Treasurer of the Union being present.

5.3 Refusal of employees to cross a picket line of another employer, if recognized by the International Brotherhood of Teamsters, shall not be cause for discipline or discharge and not be construed to be a violation of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 The Town shall not be limited in any way in the exercise of the functions of municipal management or government and shall have retained and reserved unto itself, without bargaining with the Union, all the powers, authority and prerogatives of municipal management or government, including but not limited to the following examples:

- operation and direction of the affairs of the department in all of its various aspects;
- determination of the level of services to be provided;
- direction, control, supervision, training and evaluation of the employees;
- determination of employee classifications;
- determination and interpretation of job descriptions;
- planning, determination, direction and control of all operations and services of the

- department (and its units and programs);
- increase, diminishment, change or discontinuation of operations, in whole or in part;
- institution of technological changes, including computerization of the revising of processes, systems or equipment;
- subcontracting of work;
- alteration, addition or elimination of existing methods, means, location, organization and number of personnel of the department, including whether to fill a vacancy or not;
- assignment and transfer of employees, scheduling and enforcement of shifts, vacations, days off and working hours;
- assignment of overtime;
- determination of whether or not goods should be leased, contracted or purchased on either a temporary or permanent basis;
- hiring, appointment, promotion, demotion, suspension, discipline or discharge of employees; layoff or relief of employees due to lack of funds or of work or for any other reason;
- making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures, from time to time as the Town deems necessary; except to the extent expressly limited by a specific provision of this Agreement.

6.2 During a state of emergency, the Town shall have the right to take any action necessary to meet the emergency. The exercise of management rights under this Section shall not be subject to the provisions of Article 30 (Grievance Procedure) of this Agreement.

6.3 There shall be no strikes, work stoppages, or interruption or impeding of work, sympathy strikes, refusal to cross picket lines, or refusal to perform duties not established by contract. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

6.4 The Union agrees to take any action necessary to bring about cessation of any action listed in this section.

6.5 There shall be no discrimination, restraint or coercion against any employee because of membership or non-membership in the Union.

6.6 There shall be no Union activity on Town time except as specifically provided herein.

ARTICLE 7 - UNION DUES & AGENCY SERVICE FEE

7.1 Union Dues

The Town agrees to deduct Union Dues from the pay of Union members who sign cards or forms authorizing the Town Treasurer to make such deductions. The Treasurer will forward such

amount collected on a monthly basis to the Union along with a list of employees who made such payments.

7.2 Checkoff of Dues

The Town agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deductions is made. Where laws require written authorization by the employee, the same is to be furnished by the Union in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made, the employee must make arrangements with the Union to pay such dues in advance.

7.3 Agency Service Fee

In accordance with the provisions of MGL Chap. 150E, Sec. 12, all employees covered by the Agreement who are not members in good standing of the Union, shall, after thirty (30) days of employment or the effective date of this Agreement, whichever is later, be required as a condition of employment to pay to the Union a monthly service fee. Such agency service fee shall not exceed ninety percent (90%) of the dues charged to employees in the bargaining unit who are members of the Union. The Town shall transmit such monthly agency service fee, together with an alphabetical list of employees who have said fees deducted to:

Treasurer

International Brotherhood of Teamsters

Teamsters Union, Local #170

330 Southwest Cutoff, Suite 201

Worcester, MA 01614

The provision of this article shall be applicable to those employees who are presently members of the Union and to all employees hired after July 1, 1993.

The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability for the enforcement of or arising out of the deduction of dues or an agency fee from any employee's pay or out of application of this Article.

The Union agrees to assume full responsibility for the disposition of the monies, so deducted once they have been turned over to the Treasurer of the Union who shall provide such information to the Town Treasurer as may be required under MGL, Chap. 180, Sec. 17A and 17G.

7.4 The Town shall commence withholding dues or agency service fee whichever is applicable:

- for present employees upon ratification, or
- for new employees, thirty (30) days after commencing employment.

7.5 Although membership is not mandatory for Hubbardston DPW employees, benefits gained by the Union are accorded to all employees represented; therefore, all full and part-time (i.e.: more than twenty (20) hours per week) Department employees will be required to pay either Union dues or an Agency Service Fee with thirty (30) days upon becoming full or regular part-time Highway Department employees. The Agency Service Fee shall be in an amount equal to Union dues less any amount paid by the Union members, but in any event will comply with MGL Chap. 150E, §12.

ARTICLE 8 - JOB STEWARD

8.1 The Town recognizes the right of the Union to designate job steward and alternates.

8.2 The authority of job steward and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate local union action;
3. the transmission of such messages and information which shall originate with and are authorized by the local union or its officers, provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the Town's business.

8.3 The Town recognized these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Town in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown or work stoppages in violation of the Agreement.

8.4 The Union reserves the right to remove the Steward at any time for the good of the Union.

8.5 The job steward shall, upon receiving approval of the department head, be permitted to investigate, present and process grievances on or off the property of the Town, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly time. No overtime pay shall be made for handling grievances.

ARTICLE 9 - BULLETIN BOARDS

9.1 The Town shall provide space for a bulletin board in a designated area of the DPW for Union notices. The Union will not post notices of a derogatory, libelous or profane nature; and shall be limited to those constituting a bona fide Union activity.

9.2 The Union shall not post notices at any Town location other than on the approved Union Bulletin Board in the Department.

ARTICLE 10 - PROBATIONARY PERIOD

10.1 The first twelve (12) months of employment for all new employees shall be considered a probationary period. There will be three (3) performance reviews during this period, one at three (3) months, one at six (6) months and one at twelve (12) months. However, in some cases, depending on the hire date of the employee, the Director will perform one additional review as described below during the first year so that the performance of a new employee can be evaluated through all seasons. The appointing authority, with the assistance of the Department Head, shall evaluate the employee's performance and notify the employee in writing of the results of the evaluation in the following manner:

10.2 Three (3) Month Review: The employee's performance is satisfactory and the individual is expected to be retained for at least another three months and will continue to be compensated at the HW-1 rate; or:

the employee demonstrates that there are areas of performance, specified in such review, that require improvement and that will be examined for improvement at the end of six (6) months, and the employee will continue to be compensated at the HW-1 rate until that time;

or the employee's performance, attitude or conduct is unsatisfactory, as described specifically in the evaluation and the employee will be terminated immediately.

10.3 Six (6) Month Review: The employee's performance is satisfactory and the individual is expected to be retained for at least another six months and the employee is to be considered an employee eligible for benefits as delineated in the Personnel Policies of the Town and designated a HW-2 level for the purposes of compensation; or:

The employee demonstrates that there are areas of performance, specified in such review, that require improvement and that will be examined for improvement at the end of twelve (12) months, and the employee is to be considered an employee eligible for benefits as delineated in the Personnel Policies of the Town and designated a HW-2 level for the purposes of compensation; or:

The employee's performance, attitude or conduct is unsatisfactory, as described specifically in the evaluation and the employee will be terminated immediately.

10.4 Twelve (12) Month Review The employee's performance is satisfactory and the employee will be moved to the HW-3 level for compensation purposes; or

The employee's performance, attitude or conduct in the additionally observed areas is unsatisfactory, as described specifically in the evaluation and the employee will be terminated immediately.

10.5 Annual Review: Each employee's performance shall be reviewed annually, at the employee's anniversary date, by the Department Head; and a written report prepared within forty-five days of the anniversary date and discussed with the employee. The review process provides an opportunity for the Department Head and the employee to evaluate the day-to-day work performance, to share concerns about job conditions and to set goals for the employee's performance for the next year. The written review will become a part of the employee's permanent record.

ARTICLE 11 – DISCHARGE, DEMOTION, DISCIPLINARY ACTION

11.1 In the event an employee is discharged, demoted, or disciplined, the employee shall be given a written statement of the reasons(s) for such action.

11.2 The Town shall not suspend, demote, transfer or discharge any employee without specific just-cause. The employee and his steward will be notified within three (3) days.

11.3 The Union shall have the right to take up the matter as a grievance at the first step of the grievance procedure.

11.4 Any employee found, following the grievance procedure, to be unjustly suspended or discharged, will be reinstated by the Town Administrator with all back pay and benefits due.

11.5 A copy shall be sent to the Local Union.

ARTICLE 12 - GRIEVANCE & ARBITRATION PROCEDURE

12.1 A "grievance" is defined as an allegation by one party that the other party has violated a specific term of the Agreement.

12.2 Procedure:

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute, in writing, with the Department Head and/or the Department Head's designate within seven (7) calendar days after the Union Steward knew or should have known about the occurrence of the grievance. The Department Head and/or the Department Head's designate shall attempt to resolve the matter in writing within seven (7) days after the date the grievance was filed.

Step 2: If the grievance or dispute still remains unresolved, it may be presented to the Town Administrator in writing within fifteen (15) calendar days after the response from the Department Head was received or due. The Town Administrator shall have the option of holding a hearing on the matter within fifteen (15) calendar days of receipt of the grievance and shall respond to the Steward and/or representative in writing within thirty (30) calendar days after the filing with the Board of Selectmen.

Step 3: If the grievance is still unresolved, either party may, within fifteen (15) calendar days after the reply of the Town Administrator is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by the American Arbitration Association, the parties agree to share all costs associated with the Arbitration. The Arbitrator's decision shall be final and binding on all parties.

12.3 If either party desires a verbatim record of the proceedings, it 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.

12.4 Grievances involving disciplinary action may be processed beginning at Step 2. 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 the employee. The decision of the arbitrator will be limited to the meaning and interpretation of the Agreement.

12.5 Time limits

The parties agree that time extensions may be granted in writing by mutual agreement at any step of the procedure set forth in this Article. A failure to act within the time frame specified in this Article to file a grievance or appeal a decision to the next step, except while on authorized leave, shall constitute a waiver of any rights under this Agreement.

ARTICLE 13 - SENIORITY

13.1 An employee's seniority shall commence as of his date of hire.

13.2 The principle of seniority shall be recognized with respect to layoff and the rehiring of employees in work that they are qualified to perform. In the event that work becomes slack and a layoff is necessary, employees will be laid off in the inverse order in which they were hired, that is, the employee last hired shall be the first laid off. When rehiring takes place, those employees laid off shall be rehired first, provided they are qualified to perform the work that may be available.

When establishing a schedule for the assignment of custodial or groundskeeper duties, the assignments shall be made on a rotating basis in seniority order for all union employees; except in those instances when the DPE Director determines it necessary to modify the rotation due to vacation schedules, or for circumstances demanding the alternate assignment of employees possessing necessary skills for urgent projects; as determined by the DPW Director. Examples of such urgent projects may include but are not limited to: grading of washed-out roadways, repair of collapsed catch basins.

13.3 No employee shall lose his seniority rights if the employee performs all things required of him under the conditions set forth in the Contract or:

- a) if the employee is laid off and is not recalled for twelve (12) months;
- b) if the employee is sick or recuperating from some illness or accident, or is not able to return for twelve (12) months;
- c) if the employee is on a bona fide leave of absence, he must remain in good standing with the Union and such leave of absence must be in writing and approved by both the Town and the Union.

13.4 An employee shall lose all seniority rights:

- a) if the employee quits his job;
- b) if the employee is discharged;
- c) if the employee is absent without good cause and fails to notify the Town for a period of forty-eight (48) hours;
- d) if the employee is recalled to work after a layoff and does not report for work within two (2) weeks;
- e) if the employee fails to stay in good standing with the Union by failure to pay his dues.

13.5 Seniority List

A list of employees arranged in the order of their seniority in their area shall be posted yearly in a conspicuous place at their area of employment; such list shall contain the employee's name and date of hire. A copy shall be sent to the Union.

ARTICLE 14 - LAYOFF & RECALL

14.1 In the case of layoffs or reduction of personnel, the laying off of employees shall be determined primarily by length of service in the Department, that is, except in circumstances where the Department Head can show that such arrangement would not be in the best interest of the Town, the employee with the least seniority, as defined in Article 13, in the Department shall be laid off first.

14.2 Reinstatement into the Department shall be as follows: the employee with the highest seniority shall be rehired or reinstated first, followed by the Highway Department employee with the second highest seniority and continuing in this manner.

14.3 As specified in Article 13, an employee who is recalled shall have his seniority determined based on his original date of hiring (i.e.: the employee will receive credit for the layoff period).

14.4 No new Department employees shall be hired until all Department employees of layoff status have had the opportunity to return to work.

14.5 The Union will be notified as soon as possible regarding any pending layoff. The Town will provide the number and the names of those employees who would be affected by the layoff.

ARTICLE 15 - VACANCIES

15.1 In the case of layoffs or reduction of personnel, the laying off of employees shall be determined primarily by length of service in the Department; except in circumstances where the Department Head can show that such arrangement would not be in the best interest of the Town. The employee with the least seniority, as defined in Article 13, in the Department shall be laid off first.

15.2 This promotion and vacancy policy will not apply to emergency or temporary appointments. The duration of such emergency or temporary all appointments shall, in no case, exceed ninety (90) calendar days unless it is longer due to the need to replace an employee who is on extended leave of absence or injury leave.

15.3 In filling a vacancy, the Town shall determine:

- a) that a vacancy exists,

b) the qualifications necessary to fill such vacancy

15.4 The Town shall consider the length of service of an employee choosing to fill such vacancy, provided employee is qualified.

ARTICLE 16 - NO STRIKE OR LOCKOUT

16.1 It is understood and agreed that the services performed by the Town employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE 17 - HOURS OF WORK

17.1 Summer Hours: (seven weeks prior to Memorial Day to the Monday after Columbus Day): 6:00 a.m. to 4:00 p.m. Mon. - Thurs.; however, these hours may be extended at discretion of Director with approval of the Town Administrator.

17.2 The DPW Director may make adjustments in schedule if there is work that must be done on a Friday. The Director will make every effort to have work that is performed by outside contractors that requires the assistance of Department employees done Monday through Thursday. During the weeks of the Memorial Day, 4th of July and Labor Day holidays, employees will be paid based on a 40-hour week (8 hours holiday plus three (3) 10-hour days). Should an employee be required to work on a fourth day in any of the three holiday weeks, overtime pay will be paid starting at the 39th paid hour (in other words, after the 8 hours of holiday and the 30 hours of time actually worked).

17.3 Lunch Break during Summer Schedule. Full-time Employees shall be entitled to a twenty-five (25) minute paid lunch break. Such break shall be taken at the direction of the Director or his designee between the hours of 11:30 noon and 12:30 p.m. and shall be such that the break does not interfere with the normal and regular function of the department.

17.4 Work Breaks during Summer Schedule. Each full-time employee shall be entitled to one (1) fifteen (15) minute break from work between the beginning of work and the beginning of the lunch break and one (1) ten (10) minute break between the end of the lunch break and the end of work. Each break period begins at the time the employee ceases work and/or leaves the work area and ends at the time the employee resumes work and/or returns to the work area.

17.5 Winter Hours: (four weeks after Labor Day to four weeks prior to Memorial Day): 7:00 a.m. to 3:00 p.m., Mon. - Friday

17.5.1 Employees must be aware of pending inclement weather and plan accordingly. During the winter schedule, all personnel are considered to be on-call 24 hours per day and must report within 45 minutes of recall.

17.6 Lunch Break during Winter Schedule. Employees shall be entitled to a twenty-five (25) minute paid lunch break. Such break shall be taken at the direction of the Director or his designee between the hours of 12 noon and 1:00 p.m. and shall be such that the break does not interfere with the normal and regular function of the department.

17.7 Work Breaks during Winter Schedule. Each regular full time and regular part time employee shall be entitled to one (1) fifteen (15) minute break from work between the beginning of work and the beginning of the lunch break. This break period begins at the time the employee ceases work and/or leaves the work area and ends at the time the employee resumes work and/or returns to the work area.

17.8 Exceptional Conditions Breaks

17.8.1 Natural Disasters. All employees shall receive an additional fifteen (15) minute break after 11 hours of continuous service and a fifteen (15) minute break at the beginning of every fourth (4th) hour thereafter until the employee is relieved of duty. These breaks are to be taken where the employee is working at the time if possible. If taking a break "on site" is not possible, the employee may take the break elsewhere with the approval of the Director or his designee.

17.8.2 Winter Storm. After four (4) hours of plowing and/or sanding under adverse weather conditions, the Director will grant a fifteen (15) minute break. The four-hour periods under this section shall begin at the end of the regular workday. If an employee is called out to work prior to 5 a.m. and continues to work into his/her regular work day, the employee will be allowed to take a thirty (30) minute breakfast break without loss of pay between the hours of 5 a.m. and 10 a.m. in lieu of the morning 15-minutes work break. The time of the breakfast break within that period will be at the Director's discretion.

17.9 Note: Breaks may not be combined or overlapped.

ARTICLE 18 - REGULAR PAY

18.1 Department employees (CDL) will be classified and paid according to the following schedule. During the probationary period (the first six months) an employee will be paid at the HW-1 rate, during the second six months of the probationary period, the employee will be paid at the HW-2 rate. After twelve months, the employee will move to the HW-3 rate.

18.2 The hourly wage scale attached hereto, as Attachment A reflects general adjustments of all wages of 3% COLA in year 1, a 2% COLA in year 2, and a 2% COLA in year 3, and, will be in effect for the term of this contract.

ARTICLE 19 - LONGEVITY

19.1 Eligible union members shall receive their annual longevity payment on the first pay period of June, as follows:

After the completion of 5 years –	\$1000.00 per year
After the completion of 10 years –	\$1,250.00 per year
After the completion of 15 years –	\$1,500 per year
After the completion of 20 years -	\$1,750 per year

(These incentive payments will be counted as regular compensation and will be paid through the payroll process to include retirement deductions)

ARTICLE 20 - OVERTIME

20.1 Overtime work shall be voluntary except when the Director determines that the overtime work is required to ensure public safety. In such a case, any employee who declines the opportunity to come in for work shall be subject to disciplinary procedures pursuant to Article 11 and to the Highway Department Manual of Rules and Regulations. Individuals are responsible to be aware of weather situation and those that are not available for recall opportunities forfeit the opportunity for recall pay and recourse.

20.1.1 The Director will rotate overtime for all full-time employees on call-ins, etc. as needed by the Director to ensure public safety. One employee per week, on a rotating basis, will be scheduled to serve as the on-call employee. The designated on-call employee shall receive a stipend of \$100 for one week of service in this role. If Dispatch cannot reach the on-call employee, Dispatch will move on to the next employee on the seniority list. The on-call employee who missed the call will have ten minutes to return the call to avoid losing the on-call stipend. A loss of stipend must be approved by the DPW Director and the Town Administrator with an appeal available to the Board of Selectmen. In order to protect the town and other DPW employees, if

an employee demonstrates a pattern of missed calls, they are subject to the town discipline process. In the event of an extreme emergency, as determined by the Director, the Town shall have the ability to not be held to the use of on-call calendar.

20.1.2 An employee time is calculated as follows: Start time up to and including 8 minutes past the quarter hour, goes back to the hour; 9 minutes or beyond moves ahead to the next quarter hour. Finish time is at the time released by the Director from duty.

20.2 All non-exempt employees in the Department (as defined in the Federal Fair Labor Standards Act - FLSA) are to be paid time and one-half (1.5) of their rate of pay for all hours worked in excess of eight (8) hours in a day (except while working in the summer schedule) or forty (40 hours) in a work week.

20.3 Recall: When a Department employee is recalled to work, the employee shall be paid a minimum of four (4) hours pay at time and one-half (1.5) the employee's regular base rate of pay. The minimum of four (4) hours shall not apply when the recall time merges with the employee's regular workday, if an employee is recalled again prior to the expiration of the initial four (4) hours, the employee will not receive additional hours at time and one-half (1.5) unless this additional recall extends beyond that initial four (4) hours. An employee who responds to a call-in must respond to subsequent call-ins within that initial three (3) hour period or be subject to possible disciplinary procedures pursuant to Article 31 and to the Department Manual of Rules and Regulations.

20.4 Rotate overtime for all full-time employees on call-ins, etc.

ARTICLE 21 - UNIFORMS

21.1 The Employer will furnish cotton uniforms, to be chosen by the Employer, to the extent of five (5) changes per week. Uniform pants will be jeans. A coverall will be provided for each crewmember for performing mechanical work, in addition to cotton uniforms, the Employer will furnish the Mechanic with coveralls, 2 changes per week. The cost of renting such uniforms shall be borne by the Employer. The Union agrees that employees will not willfully alter or destroy the uniforms and that the employee shall be liable for loss of uniforms or parkas while they are in the employee's possession. Employees are required to wear uniforms at all times, other than as identified for call back.

21.2 Rain gear for each employee required to work outside or on road calls will be furnished as needed. Rain gear will be purchased as class three to include boots and will be replaced as necessary.

21.3 All employees covered by this agreement shall receive an annual allowance of two hundred dollars (\$200.00) toward the purchase of work boots. This allowance shall be paid upon submission of a dated invoice showing the boot purchase during the current contract year.

21.4 Employees are not be required to wear uniforms on call-backs. While on call-backs, with the exception of safety gear, as provided by the Town. While on call-backs, employees are required to carry a Town employee identification card provided at the Town's expense.

ARTICLE 22 - VACATION LEAVE

22.1 Full-time employees are eligible for all benefits as outlined in this section. Part-time employees with benefits who have worked continuously for at least six months are eligible for pro-rated vacation leave.

22.2 Annual vacation leave will accrue on July 1 of each year. Newly hired employees will receive a prorated accrual from their date of hire to the following June 30th, then every year thereafter on July 1. Current employees, accruing annual vacation leave on their anniversary date as of the signature date of this contract, will receive prorated accruals from their anniversary date until the following June 30, then every year thereafter on July 1 beginning on the first day of this contract.

All annual vacation leave with pay will be granted to all eligible employees in the following manner:

After one (1) year of service:	One (1) week
After two (2) years of service:	Two (2) weeks
After five (5) years of service:	Three (3) weeks
After ten (10) years of service:	Four (4) weeks
After nineteen (19) years of service:	Five (5) weeks

22.3 Requests for vacation must be approved in advance by the Department Head.

22.4 Should a paid holiday occur during the employee's regularly scheduled workweek while the employee is on an authorized paid vacation, an additional day of vacation will be allowed.

22.5 With the approval of the Department Head, an employee may carry over five (5) vacation days from one year into his next year of employment (based on his anniversary date). The request for vacation carryover must be made at least 30 days prior to the ***end of the fiscal year*** and carried-over vacation must be used by the **Monday after Columbus Day**. The Town reserves the right to limit vacation leave usage so that only one (1) employee is on leave at any one (1) time, unless the Town employees five (5) or more covered employees.

22.5.1 Employees must give thirty (30) days' notice of their intention to take vacation time. Scheduling of requested vacation time shall be in recognition of Department responsibilities and chosen by the seniority of the covered members.

22.5.2 At any time the Department increases the number of covered employees to five (5) or more, two (2) employees may take vacation simultaneously.

22.6 Pay will not be granted in lieu of vacation.

22.7 Probationary employees shall accrue vacation on a weekly basis but are not eligible to use vacation completion of one year of service. Probationary employees who are terminated for unsuccessful job performance shall not be compensated for accrued vacation. Payment for accrued vacation shall be made under the following conditions:

1) upon the death of an employee, payment shall be made to the estate or heirs of the deceased employee for accrued but unused vacation.

2) upon the resignation in good standing, retirement, entrance into the armed forces, or layoff of an employee through no fault or delinquency of their own, payment shall be made for accrued but unused vacation.

ARTICLE 23 - HOLIDAYS

23.1 All holiday pay is paid at an employee's regular daily rate. The following are paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Day after Thanksgiving	Memorial Day
Christmas Day	Independence Day

And any other Federal or State legally declared holiday which is required to be observed by the Town, and any holiday which is declared by the Town and given to all other employee groups in the Town.

23.2 If an employee is called in to work on a holiday in order to ensure the public safety, the employee is entitled to receive, in addition to his holiday pay, compensation at the rate of two times the employee's hourly rate of pay for each and every hour actually worked on the holiday with a minimum payment of three (3) hours.

23.3 New full-time employees hired after October 1, 1999 will be eligible for the benefits of this section after being employed for thirty days.

23.4 During the Summer Hours period, as defined in Section 17, employees will be paid for 10 hours for each holiday.

23.5 To be eligible for holiday pay, the employee shall report for and work all of his scheduled hours on his work day immediately preceding and following such holiday, unless the holiday falls within approved vacation time. Any employee who is absent due to illness on his work day immediately preceding or following a holiday must present a doctor's note confirming the illness in order to qualify for holiday pay.

ARTICLE 24 - SICK LEAVE

24.1 The term "sick leave" shall apply to personal illness and disabling accidents that are not work-related. Sick leave is an excused absence due to a specified illness. Three or more consecutive days of sick leave may require a physician's certificate to be submitted to the Department Head and the Town Administrator. Sick leave may be taken for routine medical appointments. Any submitted physician's certificate must be the original.

24.2 Notification of absence due to illness must be made to the Department Head at least one (1) hour prior to the regular start time on the day of absence by calling in to Central Dispatch with whom you will leave a message including the specified illness or medical appointment requiring absence.

24.3 A full time employee of the Town who has been employed as of the first of any month shall be granted one (1) day of sick leave for each month up to twelve (12) days per year. Each sick leave day will be credited on the first day of the next month. Probationary employees shall accrue sick leave during the probationary period but not be eligible to use sick leave until the probationary period has been satisfactorily completed.

24.4 Unused sick leave may be accumulated up to a maximum of ninety (90) days. Regular part-time employees with benefits will receive sick leave benefits as above, except on a prorated basis.

24.5 Sick leave is intended to protect employees against loss of pay due to personal illness. However, sick leave may be used by an employee for illness of a dependent child or spouse, up to twenty-four (24) hours per year as long as the employee has six (6) or more days accumulated time. Additional time for this reason may be arranged on an individual case-by-case basis with the approval of the Department Head and Town Administrator.

24.5.1 If a pattern of sick leave usage suggests abuse, further information may be sought, including, but not limited to an independent medical exam by a physician of the Town, and if abuse is apparent, disciplinary action may be warranted.

24.6 Upon retirement from the Town, employees will be paid accumulated sick leave up to a maximum of fifteen (15) days as long as the employee has at least thirty (30) days accumulated.

24.7 Sick time may be taken in four (4) hour increments at the beginning or end of the working day.

24.8 For every four (4) months period that a covered employee does not use sick leave, the employee shall be credited with one (1) additional day of vacation time. A sick day that converts to a vacation day must be used within 180 days.

ARTICLE 25 - PERSONAL DAYS

25.1 Personal days, if the Town's Personnel Policy allows any, will be granted to full-time employees on July 1 of each year. New employees shall receive prorated personal days from their date of hire to the following June 30, then on July 1 every year thereafter.

25.2 Absence for personal reasons up to two (2) days per year may be granted to full-time employees. These personal days may be taken at any time of the year upon the employee's request with the approval of the Department Head. Any days not used will be credited to personal leave. Said personal leave shall be allowed to be rolled over into the next calendar year at the request of the employee. Only one (1) such rollover shall be allowed.

25.3 When possible, the employee must request from the employee's immediate supervisor, the personal day leave at least forty-eight (48) hours in advance. A supervisor may not question a request, except for scheduling problems.

25.4 Only employees who have completed their probationary period may be compensated for absence for personal reasons under provisions of this sub-section.

25.5 Personnel days must be used in ½ day increments.

ARTICLE 26 - BEREAVEMENT LEAVE

26.1 Full-time employees will be granted funeral leave as specified in the Town's Personnel Plan.

26.2 Full time employees and part time employees with benefits may be granted up to five (5) days leave without loss of pay following the death of an immediate family member. Immediate family is defined as an employee's spouse, children, stepchildren, foster children, grandchildren, parents, siblings or parent-in-law, grandparent, or a person permanently residing in the employee's household. An employee may be granted up to one (1) day bereavement leave for the purpose of attending the funeral of an aunt or uncle. Paid bereavement days may be used at any time in the grieving process.

26.3 Part-time employees with benefits who have worked continuously for at least six months are eligible for bereavement leave.

ARTICLE 27 - MATERNITY LEAVE

27.1 Female employees shall be eligible for maternity leave in accordance with MGL, Chap. 149, §105D.

27.2 Family and Medical Leave Act: All employees covered under this Agreement will be afforded the Family and Medical Leave Act of 1993 as outlined in 29 USC, §2601, 58 Fed. Reg. 31794 (1993).

ARTICLE 28 - MILITARY CLAUSE

28.1 Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act.

28.2 The Town shall pay the health insurance contribution for employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days, providing such absence effects coverage for health insurance.

ARTICLE 29 - UNPAID LEAVES OF ABSENCE

29.1 The Town Administrator may grant to an employee unpaid leaves of absences of up to one (1) month in length. Requests for unpaid leaves of absences shall be submitted in writing to the Town Administrator who will respond in writing, either granting or denying such leave, within fourteen (14) days of receipt of the request. Employees on unpaid leave of absence shall not accrue any benefits provided for in this Agreement during the term of the unpaid leave of absence, Seniority as defined within this Agreement shall not be broken by an unpaid leave of absence and will continue to accrue during said unpaid leave. Employees on an unpaid leave of absence shall not be eligible to receive holiday, vacation, sick leave, personal or bereavement leave and/or pay during the period of the unpaid leave of absence.

This section shall not apply to leave covered under the Federal "Family Leave Act".

ARTICLE 30 - INSURANCE

30.1 The Town will provide insurance coverage, sixty-five percent (65%), to full-time employees as per its Personnel Plan (Fallon Plan, Blue Cross/Blue Shield).

ARTICLE 31 - PENSION

31.1 The Town agrees to continue its statutory contributions to the Worcester County Retirement System or its equivalent. Employees shall contribute a percentage (%) of earnings as determined by statute to the same system.

ARTICLE 32 - EQUIPMENT & LICENSES

32.1 Safety Violations

32.1.1 Equipment

Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws and shall be compensated for fines and time lost if summoned to court, etc., because of the same.

In the event the employee shall suffer a revocation of his driver's license because of the violation of any laws by the Town, the Town shall provide suitable and continued employment for such employee, at not less than his regular earnings at the time of revocation of license for the entire period of revocation of the license and the employee shall be reinstated to his previous assignment held prior to revocation of driver's license, after his driver's license is restored.

32.1.2 Licenses

Full-time employees shall be reimbursed for the cost to acquire or renew those licenses required for the performance of their job junctions.

32.1.3 Hoister's Continuing Education Credits

The Town agrees to pay for all required Hoister License Continuing Education Credits as well as to allow employees to attend classes during normal working hours at the discretion of the DPW Director or his designee. If the employee must take a class outside of normal working hours, the Town will allow the employee to take off equivalent amount of time, at the discretion of the DPW Director or his designee. No overtime will be paid to an employee to obtain any continuing education credits and related test. Should the employee fail the test, the cost of re-taking the courses and re-taking the test shall be the responsibility of the employee.

ARTICLE 33 - TELEPHONE

33.1 All Department employees are required to have a telephone in their home (not a Town expense). This enables contact under emergency conditions. Telephone numbers will not be made public. All telephone numbers shall be on file with the Department.

33.2 All employees who use their personal cell phones for DPW business will receive \$100 per year payable in the last warrant of the fiscal year. Employees must submit proof of cell phone use to the Director. Employees must provide a working personal phone number when serving as the on-call employee.

33.3 Employees are allowed to use their cell phones for emergency calls only during work hours. Personal phone calls are not permitted. The Union will post an advisory that use of earbuds is prohibited when operating heavy equipment. Breaks are exempt from this policy.

33.4 The Director will limit contact with employees during off hours to only those communications required for work related/scheduled communications.

ARTICLE 34 - MISCELLANEOUS

34.1 Credit Union

The Town agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Town written authorization to make such deductions. The amount so deducted shall be remitted **to the New England Teamsters Federal Credit Union or personal bank of the employee once per month** once each month. The Town shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

34.2 Personal Identification

If the Town required employees to carry personal identification the cost of such personal identification shall be borne by the Town.

34.3 Loss or Damage

Employees shall not be charged for loss or damage of Town equipment unless clear proof of negligence is shown, in which case they may be charged for the loss or damage less normal wear and tear.

34.4 Court Appearances

When an employee is required in any court for the purpose of testifying, because of any accident, the employee may have been involved in while performing official duties of the job, such

employee shall be reimbursed in full by the Town for all earning opportunity lost because of such appearance. The Town shall furnish the employee who is involved in an accident while performing official duties of the job, with bail, bond and legal counsel, and shall pay in full for the same. Said bail, bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted with criminal negligence and provided that there was no intentional misconduct on the employee's part. This section shall not apply to employees who are found guilty of driving while under the influence of drugs or alcohol when involved in an accident during working hours.

34.5 Jury Duty

Any full-time employee who serves on Jury Duty shall be paid for loss of any earnings occasioned thereby, for a maximum of two (2) weeks, an amount equal to eight (8) times the hourly rate of the employee's regular classification for each day of jury duty service, less the amount the employee received for such jury duty service, provided, however; that such employee shall make himself available for work at all times during such week that the employee is not required to serve on the jury. The Town agrees to pay such amount upon presentation of proof by the employee.

34.6 Injury on the Job

Any employee covered by Workers' Compensation insurance who is required to be out of work because of an on-the-job injury will be paid his regular straight-time wages or salary by the Town for up to a maximum of five (5) working days that s/he is unable to work, provided:

- a) The employee provides medical information and/or a full report of the injury in a timely manner to the Town's worker's compensation insurance carrier, if requested; and
- b) The Town's Workers' Compensation Insurance Carrier makes a written determination that the stated injury is work-related. In the absence of a written determination by the Town's Workers Compensation Insurance Carrier that an injury is work-related, the Town may, at its sole discretion, compensation an employee alleged to be injured on the job for up to five (5) working days that s/he is unable to work, under circumstances where there is no dispute between the Town and the employee and/or union that the injury is work-related.

Until it is established that the alleged injury occurred on the job, the employee shall be compensated from their accrued sick leave up to a maximum of five (5) days. If the employee does not have adequate sick leave to cover the period of absence up to five (5) days, they shall thereafter be placed on unpaid leave.

In the event the employee submits medical information from a physician that the injury is work-related and the Town's Workers' Compensation Insurance Carrier disagrees, the Town and the

Union shall choose a mutually agreeable physician to determine the nature of the injury (work or non-work-related), with the cost of the physician's services to be borne by the Town.

The physician's written determination shall be final and binding on the parties and not subject to the grievance and/or arbitration procedure set forth in the contract. The physician's determination shall not be admissible in any other forum as evidence that the employee suffered or did not suffer a work-related injury, including a proceeding under G.L. c.152 and/or before the Department of Industrial Accidents. The physician's determination is strictly limited to determining an employee's right to five (5) days' pay as set forth in this section. This procedure in no way limits or precludes an employee from pursuing an independent claim for benefits under G.L. c.152 or from the Town defending the same.

If an employee has accumulated sick leave and requests to do so, the difference between the workers compensation pay and his/her regular pay may be charged to accumulated sick time so that the employee receives 100% of his/her weekly payroll. In a case of an on-the-job injury, the Town reserves the right to require a physician's certification of the need for any absence over three working days. No deductions are made from the worker's compensation check and therefore the employee must make arrangements for voluntary deductions, such as health insurance.

34.7 Accident Reports

Any employee involved in any accident shall immediately report said accident and any physical injury sustained to the DPW Director or his designee. When required by the Town, the employee before going off duty and before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Town and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on Town time and directed to the Director.

34.8 Examinations

All examinations required by the Town shall be paid for by the Town. Employees, other than applicants, shall be paid for all time required to take all such examinations, not to exceed two (2) hours at the straight time hourly rate of pay. If a dispute develops between the Town and the Union as to whether or not the employee is physically qualified to work, the Union and the Town shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the Town.

34.9 Access to Premises

Authorized agents of the Union shall have access to Town's DPW Barn during working hours.

34.10 Mileage

For travel necessitated by Town business, upon submitting appropriate vouchers, any fulltime employee shall be reimbursed at the rate set by the Town.

34.11 Wear of Reflective Gear

Employees must wear reflective gear when on duty and outside of the Department of Public Works garage.

34.12 DPW Garage Cameras

Security cameras installed at the DPW Garage are intended for security purposes. Recordings will be reviewed by the DPW Director as needed for security measures. Camera recordings are prohibited from use for employee evaluations. While not intended as a means of monitoring employees, employees' activities will nonetheless be recorded as they pass through the camera's fields of vision. Should employees commit any illegal activities or violate established policies or procedures which are recorded by the cameras, disciplinary action may be taken. Any such disciplinary action will be consistent with the language of Article: 11 of the CBA. The Union reserves the right to grieve any such discipline consistent with the language of Article: 12 of the CBA.

34.13 New England Teamsters Savings and Investment Plan

Bargaining unit members may choose to participate in New England Teamsters Savings and Investment Plan.

34.14 Local 170 Drive Fund

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to Local 170 DRIVE Fund. Local 170 DRIVE Fund shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. On a monthly basis the Employer will transmit the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck as outlined in the attached Local 170 DRIVE Information Sheet to Local 170 DRIVE Fund, 330 Southwest Cutoff, Suite 201, Worcester, MA 01604. No such authorization shall be recognized if in violation of State and Federal Laws. No deductions shall be made which is prohibited by applicable law.

ARTICLE 35 - PERSONNEL FILES

35.1 The Department Head may maintain a personnel file for each employee. Each employee may examine their personnel file at reasonable times during normal business hours. The Union shall have access to an employee's records upon written authorization by the employee involved.

35.2 Any employee may challenge the accuracy or propriety of a personnel evaluation by filing a written statement of the challenge in the personnel file. Such challenge, and its final Resolution, shall become a material part of the file.

ARTICLE 36 - ADDITIONAL POSITION DESIGNATIONS

36.1 If the Town decides to fill a position of Group Leader, the rate of pay will be seventy-five cents (\$0.75) higher than the regular rate of pay.

36.2 If the position of Working Foreman is filled, the rate of pay will be 10% higher than the regular rate of pay shown in Article 34. If this position is filled by a person new to the department, that person will receive the HW-1 rate plus 10% for the first six months (Probationary period), the HW-2 rate plus 10% for the next six months, and the HW-3 rate plus 10% after 12 months of service.

36.3 The Town will establish the position of Mechanic. The rate of pay will be 10% higher than the regular rate of pay shown in Article 34. If this position is filled by a person new to the department, that person will receive the HW-1 rate plus 10% for the first six months (probationary period), the HW-2 rate plus 10% for the next six months, and the HW-3 rate plus 10% after 12 months of service. This position will be filled for eighteen months and then will be reevaluated. If the Town decides to discontinue the position, the incumbent will be given thirty (30) days' notice of the planned discontinuance and then will revert to a regular HW-3 wage and duty status.

36.4 The Town will establish the position of Truck Driver/Equipment Operator/Laborer. The position will be filled by the Town Administrator on the recommendation of the DPW Director. The Director's recommendation will be based on the employee's possessing the appropriate licenses (Hoisting Engineer) for the Town-owned equipment, demonstrated skills and ability in operating all equipment and years of experience in operating such equipment. The rate of pay will be 5% higher than the regular rate for the HW category for the employee. The position will be filled for eighteen (18) months and then will be re-evaluated. If the Town decides to discontinue the position, the incumbent will be given thirty (30) days' notice of the planned discontinuance and then will revert to the regular HW wage and duty status consistent with his total length of service.

36.5 Winter Night Shift. The Town will establish a 3rd shift position during the winter months. The shift will normally start on or around December 1st and will run through March 31st. The shift hours will be Monday from 12:00 a.m. to 8:00 a.m. and Tuesday through Friday 11:00 p.m. to 7:00 a.m. The shift will pay \$1.75 more than the employee's current rate of pay. The shift will be posted two weeks prior to the commencement of the shift. The shift will then be posted on a monthly basis. If no one bids on the shift, it will go to the junior person.

The Town will evaluate this winter 3rd shift position on a yearly basis. If the Town decided to discontinue the position, the incumbent will be given one week's notice and return to the day shift at his regular day shift rate of pay.

ARTICLE 37 - AMERICANS with DISABILITIES ACT

37.1 As of July 1992, all provisions of the Agreement must conform to the requirements of the Americans with Disabilities Act (ADA). The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report #101-485), the Town shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of the Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the Town and the Union to the penalty provisions of the ADA.

ARTICLE 38 - NON-DISCRIMINATION CLAUSE

38.1 The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

38.2 Whenever any provision of this Agreement refers to a matter which is covered by MGL Chap. 150E as a prohibited (unfair labor) practice or any applicable anti-discrimination law, where the jurisdiction of the Massachusetts Labor Relations Commission, Massachusetts Commission Against Discrimination or any other state or federal regulatory agency has or may have jurisdiction, all complaints or allegations of violations by the Town must be forwarded to such regulatory agency and may not be processed as a grievance under this Agreement.

38.3 The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of his membership in the Union or because of any lawful activity and/or support of the Union.

ARTICLE 39 - SAVINGS CLAUSE

39.1 If any Section of this Agreement shall be held invalid by operation of law, or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.


ARTICLE 40 - COVID-19 PPE

As a result of the COVID-19 pandemic, The Town of Hubbardston agrees to provide, for the duration of the declared local state of emergency, at no cost to all bargaining unit employees, all personal protective equipment (PPE), personal sanitizing agents, and any other materials to safeguard the health and well-being of the bargaining unit members, as directed by or set forth in safety guidelines by the Department of Education, CDC and/or any other state or federal regulating agency.

FOR TEAMSTERS UNION, LOCAL #170:

DocuSigned by:

By: 6E5FC25FB1C147F...
Jim Marks, Business Agent

DocuSigned by:

5F8DCFE4619425...
Craig Boissoneau, Steward


HUBBARDSTON BOARD OF SELECTMEN:

DocuSigned by:

70B33DE353D24ED...

DocuSigned by:

4512D29139B1440...

DocuSigned by:

8FE54289E01F43E...

DocuSigned by:

985A717AE6B94B8...

DocuSigned by:

2282313269B6475...

Attachment A
Hourly Wage Scale

POSITION			3%	2%	2%
		FY21*	FY22	FY23	FY24
Driver (Prob: 0-6 months)		\$ 19.68	\$ 20.27	\$ 20.68	\$ 21.09
Driver (Prob: 6-12 months)		\$ 20.70	\$ 21.32	\$ 21.75	\$ 22.18
Driver after 12 months		\$ 22.00	\$ 22.66	\$ 23.11	\$ 23.58
Equip. Op (Prob: 0-6 months)		\$ 20.56	\$ 21.18	\$ 21.60	\$ 22.03
Equip. Op (Prob: 6-12 months)		\$ 21.64	\$ 22.29	\$ 22.73	\$ 23.19
Equip. Op after 12 months		\$ 23.03	\$ 23.72	\$ 24.20	\$ 24.68
Mechanic (Prob: 0-6 months)		\$ 21.47	\$ 22.11	\$ 22.56	\$ 23.01
Mechanic (Prob: 6-12 months)		\$ 22.59	\$ 23.27	\$ 23.73	\$ 24.21
Mechanic after 12 months		\$ 24.05	\$ 24.77	\$ 25.27	\$ 25.77
<i>* From previous contract</i>					

Note: Any employee assigned to operate heavy equipment that requires a level 4 hoisting license shall be paid at the Equipment Operator hourly rate of pay, based on the appropriate step, for the hours spent operating that equipment.