

AGREEMENT BY
AND BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 404

AND

TOWN OF SANDISFIELD
MASSACHUSETTS

JULY 1, 2022 - JUNE 30, 2025

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AGREEMENT AND PREAMBLE

Pursuant to the provisions of Chapter 150E of the Act of 1975 as amended, entitled, “An Act Providing for the Election of Representative Bargaining Agent with Political Subdivision of the Commonwealth,” this Agreement is made and entered into this first day of July 2022, by and between the TOWN OF SANDISFIELD, hereinafter referred to as the Employer, and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO 404, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION

Paragraph 1.0 Pursuant to the Certification of Representation by the Massachusetts Labor Relations Commission, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and all conditions of employment for all public works employees for the Town of Sandisfield, Massachusetts, excluding supervisors as defined under the Act.

ARTICLE II - UNION SECURITY AND CHECK-OFF

Paragraph 2.0 The Employer agrees to deduct the Union membership dues once a month from the pay of all employees covered by this agreement who authorize such deductions. The Employer shall, after making the deductions, transmit the amounts so deducted to the Union. When forwarding these deductions, the Employer will include a list identifying each employee by name, Social Security number and the amount deducted.

Paragraph 2.1 The authorization card will say:

AUTHORIZATION FOR DEDUCTION OF REGULAR MONTHLY DUES AND INITIATION FEE.

TEAMSTERS LOCAL UNION NO 404
115 Progress Avenue, Springfield, Ma. 01104

I, _____, hereby authorize and direct the Town of Sandisfield to deduct from salary due me on the third pay day of each month hereafter the regular monthly dues of employees represented by Local Union No 404, and to pay the same promptly to Local Union No 404 as my membership dues for the said month. The President or Secretary-Treasurer of Local Union No 404 shall notify the Town in writing of any change in the current monthly dues or initiation fee. This authorization shall continue until specifically revoked by me by notice in writing to the Town and Local Union.

Date _____ Social Security # _____

Signature _____

Paragraph 2.2 The Employer may conclusively rely upon a written statement signed by either the President or his designee of the Local Union stating the amount of the regular current monthly dues unless and until otherwise advised in writing by either of the above parties.

Paragraph 2.3 The Union shall accept into membership each employee covered by this agreement who tenders to the Union the periodic Dues and Initiation Fee uniformly required as a condition of acquiring membership into the union. In order to assure that regular employees covered by this agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours and conditions of employment, the Town Treasurer shall deduct from each payment of salary made to each Union member employee during the life of this collective bargaining agreement and pay to the Union the sum of two and one-half his hourly rate (2 1/2) per month, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Union certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit. During the life of this agreement, the amount of the initiation fee will be One Hundred (\$100.00) for all new employees. The Town of Sandisfield will deduct Twenty Five Dollars (\$25.00) weekly from salary due to all new employees until such initiation fee is paid in full. Such deductions shall be sent promptly to Local Union No 404 by the end of the month.

ARTICLE III - PROBATIONARY PERIOD AND ANNUAL PERFORMANCE EVALUATION

Paragraph 3.0 All newly hired employees shall be on probation for the first sixty (60) calendar days of the employment. During such probationary period, employees shall not be eligible for any of the benefits provided in this contract except for wages and pensions. Employees may be discharged during this period for any reason and without recourse to the grievance procedure.

Paragraph 3.1 All employees subject to this contract will be required to undergo an annual performance review.

ARTICLE IV - SENIORITY

Paragraph 4.0 Seniority is defined as the length of continuous employment by the Employer since the last date of hire. No rights or privileges shall accrue to employees based on seniority except as set forth in this agreement.

Paragraph 4.1 The Employer will post a list of the employees arranged in accordance with their respective seniority on a bulletin board located at the DPW garage.

Paragraph 4.2 There will be no seniority among probationary employees and they may be discharged or laid off in any order without recourse to the grievance procedure.

Paragraph 4.3 The provisions of this agreement do not apply to temporary employees and the Union agrees that it does not represent them for any purpose. However, in order that the Union may determine which new hires may acquire seniority, the Employer agrees it will notify the Union within ten (10) working days after hiring any new employee whether he was hired as temporary or probationary.

Paragraph 4.4 When the Employer deems a layoff necessary, all probationary employees shall be laid off first, in any order. Thereafter permanent employees shall be laid off as follows: Seniority and ability shall be the controlling factors in layoff and recall. In reducing the workforce because of lack of work or other legitimate cause, the senior employee shall be retained or recalled, providing he is equally competent to perform the work of the junior employee. The Employer shall decide competency based on the employee's prior work experience with the employer and, in case of disagreement, the employee may submit the matter to the grievance procedure.

Paragraph 4.5 Regular DPW employees shall have preference to the work available over probationary and temporary employees.

Paragraph 4.6 Upon recall, employees laid off from any classification shall be recalled and must return in order of seniority.

Paragraph 4.7 Seniority shall be broken only if:

- (a) The employee quits.
- (b) The employee is discharged for just cause.
- (c) A laid off employee is not recalled within two (2) years.
- (d) An employee is absent from work for three (3) consecutive days without authorization at the expiration of a leave of absence.
- (e) An employee is absent from work for three (3) consecutive days without authorization.
- (f) The employee retires.
- (g) An employee shall lose his seniority and will be subject to discharge if working while on an approved leave of absence.

Paragraph 4.8 The Employer shall be entitled to rely upon the employee's last known address according to its records. It shall be the employee's responsibility to keep his current address on file with the Employer and Union.

ARTICLE V - NON-DISCRIMINATION

Paragraph 5.0 The Employer and Union agree not to discriminate against any individual with respect to hiring, compensation, 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.

Paragraph 5.1 The Employer and Union agree that there will be no discrimination by the Employer or Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE VI - CONTINUITY OF CONDITIONS

Paragraph 6.0 All parties shall continue to enjoy all conditions they have enjoyed prior to this agreement. All past practices and conditions shall continue throughout this agreement unless they have been changed or specifically eliminated by this agreement.

Paragraph 6.2 Employees shall have a fifteen minute coffee break in the morning and a fifteen-minute coffee break in the afternoon. (See Article X.)

ARTICLE VII - DISCIPLINE AND DISCHARGE

Paragraph 7.0 The Employer has the right to discipline and discharge employees for just cause. The Employer, in making determinations to impose discipline, recognizes the concept of corrective discipline when, in the Employer's judgment, the facts and circumstances lend themselves to correction. In the cases(s) of corrective discipline, the Employer's concept of the normal guidelines consists of four (4) steps: i.e., oral reprimand, written reprimand, suspension from work without pay and/or demotion of discharge.

Paragraph 7.1 Pursuant to the corrective discipline guideline, where an employee has been disciplined subsequently completes twelve (12) full months of actual work without incident for discipline, the Employer will not use, unless otherwise permitted, the prior disciplinary record to advance the stop of discipline imposed in a subsequent incident.

Paragraph 7.2 The Employer and the Union agree and understand that these steps are only guidelines and that the Employer reserves the right to determine the level of discipline assessed and to accelerate or decelerate the steps taking into consideration the severity of the particular incident and circumstances in any given case.

Paragraph 7.3 When an employee is disciplined or discharged by the Employer, the Union shall be promptly notified in writing. If the employee or the Union claims that such discipline or discharge has been taken without just cause, such claim must be made in writing and filed with the Employer within ten (10) working Days.

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE

Paragraph 8.0 The Town and the Union understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, no grievance may be commenced more than ten (10) working days after the occurrence of the incident or event upon which the grievance is based, or after the grieving party knows, or should have known (through the exercise of reasonable diligence), of such occurrence. For the purpose, the knowledge of any employee involved or the knowledge of a Union officer shall be deemed knowledge of the Union.

1. References to period of days in this paragraph shall not include Saturdays, Sundays or holidays.
2. Time may be extended by mutual agreement of the parties.
3. All Grievances shall be handled in accordance with the grievance procedures set forth herein.
4. The concerned employee will try to resolve the issue at the lowest possible level (for example, meeting with the Union Steward, Supervisor or both). If the issue cannot be resolved then the following steps apply:

Paragraph 8.1 Step 1: The employee shall present a grievance through the Union Steward of Business Agent to the Highway Superintendent. A representative of the Union may accompany the employee in any meeting with the Highway Superintendent on a grievance. The Highway Superintendent shall, within five (5) working days after receipt of the statement, attempt to settle or adjust the grievance. If a satisfactory settlement of adjustment cannot be reached within those five (5) days, the Highway Superintendent shall submit a written decision regarding the grievance to the Union within five (5) days thereafter.

Step 2: If the Union Business Agent/Union Steward is not satisfied with the response of the Highway Superintendent, the Union Business Agent/Union Steward may appeal the grievance in writing to the Board of Selectmen not later than five (5) working days following receipt of the response of the Highway Superintendent. The Board of Selectmen must attempt to settle the grievance within twenty (20) days of receipt of the grievance.

Step 3: Arbitration: If the grievance is unresolved at the Step 2 level, the parties shall attempt to agree on an arbitrator. If unable to agree, then within fifteen (15) days of the response from Step 2, the Union Business Agent shall request arbitration through the Massachusetts Board of Conciliation and Arbitration in accordance with their rules and regulations.

Paragraph 8.2 If the matter grieved to this Article is a disciplinary action against an employee, at the arbitration hearing, the Employer shall have the burden to prove by a preponderance of the evidence that there was just cause for the disciplinary action.

Paragraph 8.3 The decision and award of the arbitrator shall be final and binding on the Town and the Union and the employee or employees, shall be enforceable under an arbitration proceeding shall be subject to the provisions of Chapter 150C of the Massachusetts General Laws, as the same may be amended from time to time.

Paragraph 8.4 The arbitrator shall have no power to add to, subtract from or modify this Agreement and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the Parties.

Paragraph 8.5 Grievances may be settled without precedent at any stage of the procedure until the issuance of final award by the arbitrator. The fee, if any, for the arbitrator will be shared evenly by the Union and the Town. The failure of the Highway Superintendent and the Board of Selectmen to respond shall be deemed a denial of the grievance. The Board of Selectmen or the Union Business Agent/ Steward may move the grievance to the next step in the procedure.

Failure to move a grievance within the time specified in this Article of failure of the Union to meet any other time limit set by this Article shall be deemed a waiver of the Union's rights. Only the Union Business Agent may petition for arbitration.

ARTICLE IX - MANAGEMENT RIGHTS

Paragraph 9.0 The management of the employees and the direction of the working force, including the right to plan, direct and control operation; to schedule and assign work to employees; to determine the means, methods, processes, materials and schedules pertaining to the overall operation of the institution; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe departmental rules and regulations; to hire, lay off or relieve employees from duties; to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized and reserved rights of the Employer.

Paragraph 9.1 The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Employer retaining therefore all rights not specifically restricted by this Agreement. The exercise by the Employer of any of the foregoing rights shall not alter or supersede any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union of the Bargaining Unit.

ARTICLE X - HOURS OF WORK

Paragraph 10.0 To the extent possible consistent with efficient operation, regular hours of employment shall be forty (40) hours per week divided equally between five (5) working days of eight (8) hours each, Monday thru Friday, for the hours of 6:30 AM to 2:30 PM, with two 15-minute breaks, the last of which will end no later than 12:30 PM, except as follows:

Highway personnel alerted for snowstorms shall continue to stand by for emergencies as at present.

Paragraph 10.1 The term "normally scheduled work day and work week" as used herein consists of the schedule that an employee knows he is expected to work because such a schedule is the schedule he accepted upon employment or transfer, or because it is the schedule he has worked continuously so as to become routine. This includes schedules of irregular daily or weekly duration which are repetitive.

Paragraph 10.2 An assignment of work beyond the employee's normal regularly scheduled hours of any work day or any work week, other than that necessitated by emergencies, such as breakdowns, snow storms, etc., shall be made as early as possible by authorized personnel.

Paragraph 10.3 Overtime shall be offered equally amongst qualified, eligible employees. An employee called for emergency overtime will start this overtime emergency work at the time the employee was notified to report within reason and will continue to be paid until he is instructed to stop work or is relieved. Employees will report to work as soon as possible. Employees refusing to report for a general emergency without just cause shall be subject to suspension or discharge.

Paragraph 10.4 The Town will pay meal expenses or reimburse for meals during emergency work not to exceed ten dollars (\$10.00) per meal. Emergency work being defined as unexpected or unplanned work

due to an unforeseen event in town. A forecasted weather event does not meet this criteria. The Town will allow a thirty (30) minute lunch break every four (4) hours of emergency work.

Paragraph 10.5 In cases of emergency, the superintendent will be allowed to perform the work of the bargaining unit but not so as to cause the DPW employee to lose work opportunity unless the estimated time to complete the work is one hour or less.

ARTICLE XI - OVERTIME

Paragraph 11.0 The hourly wages of employees covered by this agreement shall be as set forth in Article XII of this agreement.

Paragraph 11.1 One and one-half (1 ½) times the hourly rate set forth in Article XII shall be paid for hours worked by an employee in the following situations:

1. After eight (8) hours per day of forty (40) hours per week, whichever is greater.
2. For holiday work in addition to the holiday.
3. The sixth (6th) day shall be paid at the rate of time and one-half, provided the employee worked all week.
4. Each employee called back to work after his regular hours shall be guaranteed a minimum for three (3) hours' work at time and one-half, except for those hours that correspond to regular work hours.

ARTICLE XII - WAGES

Paragraph 12.0 Standard Pay Rates for Full-Time Union personnel, including a 3% Cost of Living (COLA) adjustment each year of the contract. Failure to maintain licenses will result in a demotion of pay to the highest available class for which qualified.

Classification Requirements	Year 1 FY 2023	Year 2 FY 2024	Year 3 FY 2025
Part Time Laborer 1 Driver's License, no benefits	\$20.60	\$21.22	\$21.86
Full Time Laborer 2 Driver's License, benefits	\$19.57	\$20.16	\$20.76
Laborer 3 Driver's License & one of 2A/4G	\$20.60	\$21.22	\$21.86
Laborer 4 Driver's License & 2A & 4G	\$21.88	\$22.28	\$22.95
Laborer 5 Class B CDL	\$22.66	\$23.34	\$24.04
Laborer 6 Class B CDL and one of 2A/4G	\$23.95	\$24.67	\$25.41
Laborer 7 Class B CDL & 2A & 4G	\$24.72	\$25.46	\$26.22
Laborer 8 Class A CDL	\$25.75	\$26.52	\$27.32
Laborer 9 Class A CDL and one of 2A/4G	\$26.01	\$26.79	\$27.59
Laborer 10 Class A CDL & 2A & 4G	\$26.78	\$27.58	\$28.41

All employees will receive an additional \$0.25 raise per 3 years employed consecutively.

The Highway Department staff will not exceed two full time Class A CDL and two full time Class B CDL positions at any given time. This does not include the Supervisor. This restriction may be waived by a vote of the Board of Selectmen.

Paragraph 12.1 Annual Performance Bonus System

An annual performance bonus for each year of this contract shall be based upon the score the employee receives on an annual performance review, to be conducted by the Select Board, and shall be as follows:

<i>Score received</i>	<i>Bonus</i>
Outstanding	\$ 1,000
Exceeds Expectations	\$ 600
Meets Expectations	\$ 300
Below Expectations:	

If the employee receives a “Below Expectation” score, the employee will be given six months to improve his/her performance to at least the “Meets Expectations” rating, utilizing a Performance Improvement Plan, the terms of which will be mutually agreed to between the Select Board and employee. If the employee achieves improvement to the “Meets Expectations” level or above at that time, the employee will receive his/her annual performance bonus.

Paragraph 12.2 All performance valuations will be completed by April 15, and bonuses will be paid with each employee’s first pay period in June.

Paragraph 12.3 Annual Performance bonus can be determined by the annual performance review and in conjunction with a GPS Fleet and Equipment Tracking System. This system will determine efficiencies in routes and tasks by evaluating time spent per activity. Perceived performance improvements and efficiencies can be gauged against the data collected on job tasks. It can also set a level of expectation for employees to determine daily goals and expectations. GPS fleet and equipment system will also provide a way to determine if there was equipment failure and where to find stranded employees. GPS data will not be solely used as a reason to discipline any employee.

Paragraph 12.3 All employees will have the option to participate in direct deposit of their wages.

ARTICLE XIII - VACATIONS

After the end of the probationary period, permanent DPW employees shall be entitled to vacations as follows:

Paragraph 13.0 Less than one (1) year of service: five (5) working days.

Paragraph 13.1 One (1) year to five (5) years of service: ten(10) working days.

Paragraph 13.2 Five (5) years to fifteen (15) years of service: fifteen (15) working days.

Paragraph 13.3 Fifteen (15) years of service or more years of service: twenty (20) working days.

Paragraph 13.4 The period for taking vacations shall run from July 1st to June 30th and each member of the bargaining unit shall select his vacation period no later than APRIL 1st of the vacation year.

Paragraph 13.5 The time for taking vacation periods shall be determined on the basis of seniority.

Paragraph 13.6 Each member of the bargaining unit shall be allowed to take his annual vacation period either all at once or in divided segments of not less than one (1) week. The number of employees taking their vacation at one time shall be at the discretion of the Town.

ARTICLE XIV - BEREAVEMENT LEAVE

Paragraph 14.0 In the event of a death in the employee's immediate family; husband, wife or child, the employee shall be granted five (5) days maximum leave to include the day of the funeral, without loss of pay, for each death. Three (3) days leave will also be granted for mother-in-law and father-in-law.

Paragraph 14.1 A maximum of three (3) days, to include the day of the funeral, shall be granted to an employee due to the death of his mother, father, sister, brother, brother-in-law, sister-in-law, aunt, uncle, grandmother, grandfather or legal guardian.

Paragraph 14.2 Employees requiring additional time off will be granted up to three (3) working days off, without pay, upon approval of the supervisor.

Paragraph 14.3 Contractual holidays and vacations will not be included.

ARTICLE XV - PERSONAL LEAVE

Paragraph 15.0 All employees working under the terms and conditions of this agreement shall be entitled to receive personal days not to exceed nine (9) days each contract year. Personal days will be paid at eight (8) hours per day, at the rate of pay in force at that time. New employees will earn personal leave at a rate of three quarters (3/4) of one (1) day per month in the first contract year only

ARTICLE XVI - MILITARY LEAVE

Paragraph 16.0 Employees entering the Armed Forces of the United States, pursuant to the provisions of the universal Military Training and Service Act as amended by the Military Selective Service Act of 1967, (and as may hereafter be amended) shall be granted all rights and privileges provided by law.

Paragraph 16.1 Short Term Military Duty Pay Employees who are National Guardsmen of United States Armed Forces Reservists and who are on ordered annual active duty shall be paid for such time lost for not more than two (2) normal weeks per year at the rate of straight time pay, less the pay received from the Armed Services.

ARTICLE XVII - UNION STEWARD

Paragraph 17.0 The Employer recognized the right of the Union to designate a steward.

Paragraph 17.1 The authority of the steward 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 to the designated Employer representative in accordance with the provisions of this agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union of its officers, provided such messages and information have been reduced to writing, are of a routine nature, and do not involve work stoppages or violations of the provisions of this agreement.

Paragraph 17.2 The Union Steward in charge of that section of the department in which an employee having an individual grievance is employed shall have time off with pay, to discuss such grievance with the supervisor of the DPW or his designated representative.

Paragraph 17.3 The Union shall furnish the Employer with the name of the steward and shall promptly notify the Employer of any change.

Paragraph 17.4 The steward shall have the authority to handle grievances as set forth in the grievance procedure. The Union agrees that the privileges granted to the steward herein shall not be abused.

Paragraph 17.5 The steward shall be the last employee laid off and the first recalled after layoff, providing he is qualified to perform the work required.

ARTICLE XVIII - SAFETY COMMITTEE

Paragraph 18.0 The Employer and the Union agree to the formation of a Safety Committee comprised of one (1) member of the Union who shall meet with the Board of Selectmen or their designee every sixty (60) days to discuss and make recommendations for improvement and maintenance of equipment and conditions to assure general health of the employees covered by this agreement. The committee will meet during a normal work day.

ARTICLE XIX - HOLIDAYS

Paragraph 19.0 All employees covered by this agreement shall receive a full day's pay at their straight time rate of pay for the holidays listed below, of days celebrated as such, regardless of the day of the week upon which such holiday shall fall.

New Year's Day	Martin Luther King Day	Presidents' Day
Good Friday	Patriots' Day	Memorial Day
Juneteenth	Independence Day	Labor Day
Indigenous Peoples Day	Veterans' Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day	Employee's Birthday

Paragraph 19.1 In order to be entitled to a holiday, employees must work the regular work day prior to the holiday and the regular work day following the holiday, unless otherwise excused by the supervisor or if the employee was absent due to proven illness or accident.

Paragraph 19.2 One (1) personal holiday will be granted to those employees who opt to be paid once every two weeks. Personal Holiday not used by the end of the year or be forfeited. All days will be on an agreement basis between the Union employee and the Road Superintendent. Proper notice will be given for a day off.

ARTICLE XX - JURY DUTY

Paragraph 20.0 An employee selected for jury duty shall endorse the check for such duty and return it to the Town. The employee shall continue to receive his full normal pay for the time lost while serving.

ARTICLE XXI - PHYSICAL EXAMINATIONS

Paragraph 21.0 Each member of the bargaining unit will be reimbursed for out-of-pocket cost of DOT Physicals/Medical card annually from a doctor of his/her choice at the town's expense. Employees shall be paid for the time involved in travel and examination not to exceed two (2) hours at their straight hourly rate of pay.

ARTICLE XXII - HEALTH PLAN

Paragraph 22.0 The Health Plan now in effect shall continue in full force and effect during the life of this agreement.
Town will pay seventy percent (70%) of the cost of this program and the member will pay thirty (30%).

ARTICLE XXIII - PENSION PLAN

Paragraph 23.0 The Town shall continue contributing to the Berkshire County Retirement Plan for Public Employees, General Laws – Chapter 32, Section 28.

ARTICLE XXIV - LEAVE OF ABSENCE

Paragraph 24.0 Employees desiring a leave of absence, without pay, for personal reasons shall file a request in writing with their department head. A leave of absence may not be granted for the purpose of taking other employment. Employees engaged in employment while on an authorized leave of absence will be subject to discharge.

ARTICLE XXV - SEPARABILITY

Paragraph 25.0 In the event any of the provisions of this agreement should be found to be in violation of any law, all other provisions of this agreement shall remain in full force and effect.

ARTICLE XXVI - MISCELLANEOUS

Paragraph 26.0 Employees shall not be required to violate any state or federal laws in regard to their working assignments.

Paragraph 26.1 Employees shall not be held responsible for vehicles not properly equipped to comply with the State Motor Vehicle Laws and shall be compensated for fines and time lost if summoned to court.

Paragraph 26.2 Employees shall wear and use provided uniforms and safety equipment.

ARTICLE XXVII - JOB BIDDING

Paragraph 27.0 When a new job is created or a job vacancy occurs, the Town shall post that vacancy or newly created position for ten (10) full working days. Any employees desiring to fill such a position may do so by indicating in writing on forms provided by the Town. All such requests will be given consideration before the vacancy is filled. In the event that a posting is bid by more than one employee the Town will review each candidate.

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ARTICLE XXVIII - LICENSES AND CLASSES

Paragraph 28.0 Employees required to take continuing education classes for the purpose of maintaining licenses and/or endorsements will be reimbursed by the town for the cost of the class. Employees will also be paid for time for taking the class.

Paragraph 28.1 All employees will carry an OSHA 10 card, Flagger's certificate, chainsaw safety. Town will pay for these. Town will pay for additional hoisting and CDL license expenses. In return the town will receive a time commitment where the employee agrees to continue working for the town for a period of one year per \$1,000 spent by the town. If employment stops due to termination or resignation the employee will be obligated to pay back the expense.

Paragraph 28.2 All new employees will be paid by a rate that corresponds with the attached License Matrix. Failure to maintain license will result in a demotion of pay to the highest available class for which qualified. Employees that are in danger of being demoted will be notified by the DPW Supervisor and have 30 days to make corrective measures.


Paragraph 28.3 Existing employees will be able to increase their rate of pay by attaining the licenses they are lacking in accordance with the values set forth in the attached Matrix. Employees will be required to attain the licenses they are lacking in order to create equity amongst employees and justify existing pay rates if over matrix levels.

ARTICLE XXIX - DURATION

Paragraph 28.0 This agreement shall commence on July 1, 2022 and shall terminate after June 30, 2025.

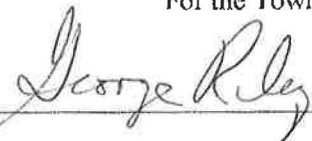
IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this 4th Day of April 2022

For the Union:

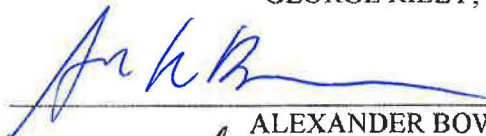


JAY OSOWSKI
Business Agent

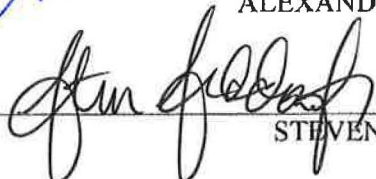
For the Town, Select Board



GEORGE RILEY, CHAIR



ALEXANDER BOWMAN



STEVEN SEDDON, SR

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Paragraph 28.0 Employees required to take continuing education classes for the purpose of maintaining licenses and/or endorsements will be reimbursed by the town for the cost of the class. Employees will also be paid for time for taking the class.

Paragraph 28.1 All employees will carry an OSHA 10 card, Flagger's certificate, chainsaw safety. Town will pay for these. Town will pay for additional hoisting and CDL license expenses. In return the town will receive a time commitment where the employee agrees to continue working for the town for a period of one year per \$1,000 spent by the town. If employment stops due to termination or resignation the employee will be obligated to pay back the expense.

Paragraph 28.2 All new employees will be paid by a rate that corresponds with the attached License Matrix. Failure to maintain license will result in a demotion of pay to the highest available class for which qualified. Employees that are in danger of being demoted will be notified by the DPW Supervisor and have 30 days to make corrective measures.

Paragraph 28.3 Existing employees will be able to increase their rate of pay by attaining the licenses they are lacking in accordance with the values set forth in the attached Matrix. Employees will be required to attain the licenses they are lacking in order to create equity amongst employees and justify existing pay rates if over matrix levels.

ARTICLE XXIX - DURATION

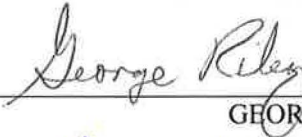
Paragraph 28.0 This agreement shall commence on July 1, 2022 and shall terminate after June 30, 2025.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this ___ Day of April 2022


For the Union:

JAY OSOWSKI

For the Town, Select Board



GEORGE RILEY, CHAIR



ALEXANDER BOWMAN



STEVEN SEDDON, SR

Addendum to the existing 23,24,25 DPW union contract

ARTICLE XII - WAGES

Paragraph 12.0 Standard Pay Rates for Full-Time Union personnel, including a 3% Cost of Living (COLA) adjustment each year of the contract. Failure to maintain licenses will result in a demotion of pay to the highest available class for which qualified.

Classification Requirements	Year 1 FY 2023	Year 2 FY 2024	Year 3 FY 2025
Part Time Laborer 1 Driver's License, no benefits	\$20.60	\$23.86	\$24.58
Full Time Laborer 2 Driver's License, benefits	\$19.57	\$22.76	\$23.44
Laborer 3 Driver's License & one of 2A/4G	\$20.60	\$23.86	\$24.58
Laborer 4 Driver's License & 2A & 4G	\$21.63	\$24.95	\$25.70
Laborer 5 Class B CDL	\$22.66	\$26.04	\$26.82
Laborer 6 Class B CDL and one of 2A/4G	\$23.95	\$27.41	\$28.23
Laborer 7 Class B CDL & 2A & 4G	\$24.72	\$28.22	\$29.07
Laborer 8 Class A CDL	\$25.75	\$29.32	\$30.20
Laborer 9 Class A CDL and one of 2A/4G	\$26.01	\$30.59	\$31.51
Laborer 10 Class A CDL & 2A & 4G	\$26.78	\$31.41	\$32.35
Grader Operator/Laborer Class A CDL & 2A & 4G		\$32.90	\$33.89

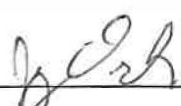
Working Foreman Class A CDL & 2A & 4G	\$34.93	\$35.98
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Grader Operator/ Laborer position is an elevated rate of pay for a well-qualified candidate with a minimum of 5 years' experience that has completed training for the grader and is found to be proficient in repairing, as well as maintaining the towns dirt roads. If there are multiple qualified candidates, the preference would be given based on seniority. All DPW employees will attend grader training to produce internal candidates.


Working Foreman will be expected to assist in the coordination of daily work cooperatively with the Superintendent as well as coordinate all daily work when the Superintendent is absent. The Working Foreman is responsible for overseeing daily operations at the worksite to ensure the completion of projects in a safe and efficient manner. The Working Foreman will have no disciplinary rights. Working Foreman will need to have worked for the DPW for a minimum of 1 year to understand annual schedule expectations. The Working Foreman position will be offered to qualified members of the DPW. If there are multiple qualified internal candidates' preference would be given based on seniority.

All employees will receive an additional \$0.25 raise per 3 years employed consecutively.

The Highway Department staff will not exceed two full time Class A CDL and two full time Class B CDL positions at any given time. This does not include the Supervisor. This restriction may be waived by a vote of the Board of Selectmen.

Union Rep. Jay Osowski  Date 9/27/23

Selectmen;
Steven Seddon Sr.  Date 9/25/23

John W Field  Date 25 Sept 2023

Robert Fedell  Date 9/25/23