

AGREEMENT

between the

TOWN of WESTWOOD

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL
1445

JULY 1, 2023 to JUNE 30, 2026

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AGREEMENT

AGREEMENT entered into this first day of July, 2023 between the Town of Westwood in the County of Norfolk and Commonwealth of Massachusetts, hereinafter referred to as the Town, and United Food and Commercial Workers Union, Local 1445, hereinafter referred to as the Union.

ARTICLE 1

RECOGNITION

(a) The Town recognizes the Union as the exclusive representative of employees of the Town of Westwood as certified in MCR 2846 for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, standards of productivity and performance, and other conditions of employment.

ARTICLE 2

MEMBERSHIP IN THE UNION

(a) The Union shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

ARTICLE 3

UNION DUES

(a) The Union dues and initiation fee of employees covered by this Agreement will be deducted by the Town from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues and initiation fee, and presents it to the Treasurer of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws as amended. The amount of such dues and initiation fee shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer from time to time. The following authorization of dues and initiation fee form shall be used.

AUTHORIZATION FOR PAYROLL DEDUCTIONS

Effective _____, I hereby request and authorize you to deduct from my earnings each pay period, the current amount of dues established by the Union.

This amount shall be paid to the Treasurer of United Food and Commercial Workers Union, Local 1445.

These deductions may be terminated by me by giving you a sixty (60) day written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

(b) In accordance with the provisions of General Laws, Chapter 150E, and Chapter 180, Section 17G, the Employer agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided in paragraph one of this Article. The Town Treasurer shall transmit promptly after each pay period to the Union Treasurer the deducted Union dues and agency fees together with a list of the employees from whose wages such Union dues and agency fees shall have been deducted. The Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 180 of the General Laws.

(c) The Union agrees that said Service Fee is pursuant to a vote of majority of all the employees in such bargaining unit present and voting, accepting same.

(d) The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with this Article, or in reliance on any assignment furnished to the Employer.

ARTICLE 4

PRECEDENCE OF LAWS AND REGULATIONS

(a) The public interest in the accomplishment of the purpose of the Department of Public Works, including the employment of the Custodians of the Town Hall, is paramount.

(b) In the administration of all matters covered by the Agreement, officials and employees are governed by the provisions of any existing or future laws or regulations including the provisions of the By-Laws of the Town of Westwood and amendments thereto, which may be applicable, and this Agreement shall at all times be applied subject to such laws, regulations and policies. In the event of any conflict between any such laws, regulations, or policies and this Agreement, the former will control.

(c) Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise be affected by any legislation, federal or state, or Town Meeting By-Laws, or should any provision of this Agreement be found to be in violation of any federal or state law, or Town Meeting By Law, by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement. Nothing in this Section shall be in conflict with Massachusetts General Laws, Chapter 150E, Section 7.

ARTICLE 5

MANAGEMENT' RESPONSIBILITY

(a) The listing of the following specific rights of the management of this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Town not listed herein. Such inherent responsibilities are not subject to arbitration and shall

remain exclusively with the Town except as they may be shared with the Union by specific provisions of this Agreement.

(b) The management of the Department of Public Works and the direction of the working force together with the Custodians of the Town Hall, including, but not limited to, the right to hire, promote, transfer, assign, and retain employees in positions within the Department and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Department in situations of emergency.

(c) The Town shall have the freedom of action to discharge its responsibility for the successful operation of the Department of Public Works, including the scheduling of operations, the methods and materials used in carrying out the functions of the Department, and the extent to which its own or other facilities shall be used.

ARTICLE 6

DISCRIMINATION

(a) Each employee of the Department shall continue to have the right to bring matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable laws, rules, and regulations.

ARTICLE 7

UNION RESPONSIBILITY

(a) The Union shall have the right and obligation to represent the employees who are members of the Department of Public Works as listed in said Personnel Classification and Compensation Plan By Law and to engage in collective negotiations with the Employer with the object of reaching an agreement applicable to such employees.

ARTICLE 8

HOURS OF WORK AND OVERTIME

(a) This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

(b) The regular scheduled work week will consist of five (5) consecutive eight-hour work days, Monday through Friday, with the hours of duty being from 7:00 A.M. to 3:00 P.M. with a twenty (20) minute lunch period. During the summer season, sweeperman commence work at an earlier starting time with an earlier quitting time. The Employer, however, retains the right to schedule hours of employment in accordance with the work requirements of the Department.

(c) The work day, for the purpose of this Section, is the twenty-four (24) hour period beginning with the employee's regular starting time. The payroll period shall consist of fourteen (14) consecutive days used by the Employer for payroll purposes.

(d) Full-time employees shall be compensated at time and one half for all work performed after eight (8) hours per day or forty (40) hours per week, whichever method of computation yields the employee the greater compensation for the work week. All overtime hours worked on a Sunday will be paid at twice the regular hourly rate. However, overtime and premium rates shall not be pyramided and whenever more than one overtime or premium rate is applicable to the same period of time worked, time will be paid only once for that period.

(e) Full-time employees shall be compensated at double time and one-half for any hours worked outside of the regularly scheduled work week on a holiday. The regular scheduled work week is as defined in paragraph (a) of this Article.

(f) Overtime:

1) Overtime work shall be distributed on an equitable basis among qualified employees within the classification per order of the existing overtime chart. This may differ in an emergency situation.

2) A chart shall be kept listing employees' names by seniority and periods of time and date worked on overtime. This chart shall be posted monthly on the Department bulletin board by the Employer.

3) Refusal of overtime shall be considered time worked for record keeping of the distribution of overtime.

4) If an employee calls in sick, they must subsequently notify the DPW Director or their designee of their availability for overtime in order to be considered.

5) An emergency situation shall be defined as a situation which requires immediate attention. In this instance, the Department Head or designee shall make that determination and use the safest and quickest way to rectify the situation. It is understood that if such a decision results in the call-in of a person who is not the next person on the overtime list, that person will go to the bottom of the overtime list.

6) Discrepancies in the overtime chart shall immediately be brought to the attention of the person keeping the chart. If the situation cannot be rectified at this step, the disagreement shall be put in writing within five (5) consecutive days to the Department Head.

7) When the full department is called for overtime, this will negate the keeping of the chart for that period of time.

(g) All employees shall be granted a meal period of twenty (20) minutes duration. The meal period shall normally be taken between 12:00 noon and 12:20 p.m.; provided, however, that where an employee is performing a task or assignment which it is reasonable to continue beyond 12:00 noon, the employee may take the meal period as close to 12:00 noon as is practical under

the circumstances. The work schedules shall provide for a fifteen (15) minute coffee break during the work period; prior to the end of the work shift employees shall be granted fifteen (15) minutes of personal clean-up time.

(h) After having quit work for the day an employee, except an employee on call, who is recalled to work shall be guaranteed four (4) hours pay at time and one half or their regular rate of pay for all work performed, whichever is the greater of the two amounts. If an employee is called in for the next morning by 9:00 pm, it will be considered scheduled overtime, not a recall under this section (g).

(i) An employee shall be compensated at time and one half for any hour worked in excess of the employee's 8-hour shift or in excess of 40 hours per week. An employee shall receive double time for any continuous hours worked in excess of sixteen (16) continuous hours. At the start of a regular shift after an employee has worked sixteen (16) continuous hours, the employee, at the discretion of the Department Head, may stay at work on double time or go home and be paid straight time for the day. An interruption of six (6) hours or less shall be considered continuous time for calculating double-time pay.

(j) One Highway Department employee shall be designated as on-call each payroll week, for which they shall receive a stipend of three hundred and fifty dollars (\$350). The assignment of on-call duty shall first be offered on a volunteer basis. Should no employee volunteer for on-call duties, the DPW Director or their designee will utilize the overtime chart to ensure appropriate coverage for on-call services. Overtime compensation will be paid from the time the employee is first called in until they notify the Westwood Police Department that the incident is closed. Overtime will be paid to the next half hour after the police are notified.

(k) All Sewer Department employees shall be placed on the on-call rotation. One Sewer Department employee shall be designated as on-call for each payroll week. The on-call employee shall receive a stipend of three hundred and fifty dollars (\$350.00) per week. A second Sewer Department employee called back will be compensated in accordance with Section (g) of this Article. Notwithstanding the foregoing, it is specifically agreed and understood that prior to requesting assistance, the on-call employee shall confirm that the incident is not a false alarm. No call-back pay shall be paid for responding to false alarms. Overtime compensation will be paid from the time the employee is first called in until they notify the Westwood Police Department that the incident is closed. Overtime will be paid to the next half hour after the police are notified.

ARTICLE 9

HOLIDAYS

(a) The following holidays shall be recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts, and on these days, employees, without loss of pay, shall be excused from all duty except in cases where the Town Administrator determines that the employee is required to maintain essential Town services:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day/Indigenous People's Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth Independence Day	The Day After Thanksgiving
Christmas Day	

(b) Whenever one of the holidays set forth in falls on a Saturday, Department of Public Works employees will be entitled to an additional day's vacation leave which may be used, at the discretion of the Department Head, either the Friday preceding the holiday or on any day following such holiday within the next succeeding sixty (60) days. Employees who are required to work on Thanksgiving Day, Christmas Day or New Year's Day shall receive a compensatory day off. Employees who are required to work in an emergency situation on Martin Luther King Day or President's Day shall receive a compensatory day off. Use of a compensatory day off shall require advance notice and approval of the appropriate DPW Director or their designee.

ARTICLE 10

VACATIONS

- (a) Full-time employees shall accrue ten (10) days of vacation with pay per year.
- (b) Employees who have completed five (5) years of continuous service following the date of original appointment shall accrue fifteen (15) days of vacation with pay per year.
- (c) Employees who have completed ten (10) years of continuous service following the date of original appointment shall accrue twenty (20) days of vacation with pay per year.
- (d) Employees who have completed fifteen (15) years of continuous service following the date of original appointment shall accrue twenty-five (25) days of vacation with pay per year.
- (e) Part-time employees of a benefit status shall be entitled to vacation leave with pay on the same basis as full-time employees, provided that such leave shall be prorated according to the number of hours of work per full-time week in which such employees are required to work
- (f) Employees are not eligible for an additional vacation week after their fifth, tenth, and fifteenth years of continuous service until they have completed their fifth, tenth, and fifteenth years of continuous service following the date of original appointment (For clarification, this means an employee shall be entitled to a third, fourth or fifth week of vacation, as applicable, only in the fiscal year immediately following the fiscal year in which it is earned.)
- (g) In the hiring process, exceptions which accelerate the entitlement to vacation leave may be granted with the advanced approval of the Assistant Town Administrator/Director of Human Resources.
- (h) Employees shall be credited monthly as follows:

Vacation Entitlement Monthly Vacation Accrual Rate

10 Days	.8333 Days Accrued Monthly
15 Days	1.2502 Days Accrued Monthly
20 Days	1.6666 Days Accrued Monthly
25 Days	2.083 Days Accrued Monthly

(i) Employees are eligible to carry vacation into a subsequent fiscal year provided that said carryover does not result in a starting fiscal year balance that is more than 1.25x of their annual vacation entitlement. Vacation Entitlement Max. Allowed Vacation Accrual at the Start of Each Fiscal Year:

10 Days	12.5 Days
15 Days	18.75 Days
20 Days	25 Days
25 Days	31.25 Days

(j) One's earned vacation balance during a fiscal year may exceed the above figures. However, at the start of a fiscal year, accrued balances in excess of these amounts are automatically forfeited. Rollover of vacation within these bounds is automatic and does not require approval.

(k) An employee who will have more than the maximum allowed vacation accrual on July 1st may petition the DPW Director to carry over an additional five (5) days into the next fiscal year, to be used by December 31st of that calendar year. Approval of said request shall be at the discretion of the DPW Director.

(l) Vacation will not continue to accrue while an employee is on leave under MGL c. 152 (Workers' Compensation Law).

(m) Employees shall be eligible to schedule vacation anytime the employee has a positive vacation balance of ½ day or more. Vacation to be taken shall not exceed the employee's vacation balance; vacation time taken shall be deducted from the employee's vacation balance. No more than three (3) weeks of vacation may be taken consecutively. Pre-approval from the appropriate Department Head is required for all vacation. Vacation timecards shall be submitted to record vacation. Employees have responsibility to manage their vacation balance by regularly taking vacation, recognizing that departments must be appropriately staffed and the limitations imposed under vacation accrual under this policy.

(n) Sick leave used in excess of that authorized may be charged to vacation leave.

ARTICLE 11

SICK LEAVE

- (a) Full-time employees shall be entitled to one and one quarter (1.25) days sick leave with pay for each month of work.
- (b) In the hiring process, exceptions which accelerate the entitlement to sick leave may be granted with the approval of the Assistant Town Administrator/Director of Human Resources
- (c) Part-time employees shall be entitled to sick leave on the same basis as full-time employees provided, however, that such leave shall be prorated according to the number of hours of work per full-time week such employees work.
- (d) An employee shall be entitled to sick leave only when the employee is incapable of performing duties due to personal sickness, injury, or quarantine by public health authorities. Sick leave shall not be granted for injury sustained in other employment or injury recoverable by insurance. Nothing in this section shall interfere with any employee's rights under MGL c. 152 (Workers' Compensation Law).
- (e) Employees may use up to five (5) days of their accumulated sick leave for family illnesses annually. Family, for these purposes, shall mean the employee's spouse, children and parents.
- (f) An employee shall be credited monthly with the unused portion of leave granted under this section up to a maximum of 165 days. Sick leave will not continue to accrue while an employee is on leave under MGL c. 152 (Workers' Compensation Law).
- (g) At the discretion of the Town Administrator, extended sick leave may be granted to an employee after all of an employee's sick leave and vacation leave has been used.
- (h) Sick leave shall commence on the date that notification of the employee's sickness, injury, or quarantining is given to the department head by the employee or the employee's family or physician.
- (i) After three consecutive days' absence or after a series of repeated absences during the course of employment, a department head may request a physician's statement which certifies the employee's inability to perform normal work duties; or in the event of a family illness and the use of family sick leave, certifies the family member's illness. The Town also reserves the right to have an employee examined by a Town designated physician if it is deemed necessary by the Town Administrator for any of the above-listed reasons or to ensure that an employee can safely perform the essential functions of his or her position with or without a reasonable accommodation.

ARTICLE 12

PERSONAL LEAVE

- (a) Full-time employees shall be entitled to two (2) personal days per year. New hires will have their personal leave accrual prorated during their first year of employment.
- (b) It is understood that personal days are to conduct personal business, and are not to be used in lieu of or in connection with a holiday or vacation time. A personal day must be taken in the fiscal year following the fiscal year in which it was earned. A request to take a personal day must be submitted to the DPW Director or their designee forty-eight (48) hours prior to the date on which is to be taken unless circumstances beyond the control of the employee prevent such notice from being given.
- (c) The DPW Director or their designee will not deny permission to take said personal leave based upon the reason for the leave but only upon the needs of the Department.

ARTICLE 13

MILITARY LEAVE

- (a) Prior to taking a military leave, employees shall provide at least sixty (60) days advance written or, if unable to provide written, verbal notice that they will be absent from work due to military service unless notice is precluded by military necessity, is impossible, or is unreasonable. Employees who wish to be reemployed shall submit an application for reemployment within a reasonable time period, in accordance with applicable law.
- (b) Employees called for temporary summer or like period of training in the military forces of the Nation or the Commonwealth will be granted leave in accordance with Federal and State Laws. At least sixty (60) days prior to departure, employees shall provide notice of the date of departure and date of return unless notice is precluded by military necessity, is impossible, or is unreasonable, and shall provide confirmation of the satisfactory completion of such training upon return to work.
- (c) Absence from work for military training as provided in this section shall not affect the employee's right to receive normal vacation, sick, or other employment benefits.
- (d) Other military benefits and compensation shall be provided in accordance with applicable local option statutes adopted by the Town (e.g., MGL c. 33 s.59).

ARTICLE 14

JURY DUTY

- (a) Employees called for jury duty shall be paid for the amount equal to the difference between the compensation paid for the normal working period and the amount paid by the court excluding allowance for travel. The amount due the employee shall be certified by the Town Accountant upon presentation of proper evidence for monies received for jury duty.

ARTICLE 15

BEREVMENT LEAVE

(a) Emergency leave of up to three (3) days may be granted for a death in the employee's immediate family. Immediate family shall include: wife, husband, mother, father, child, brother, sister, grandchildren, grandparents, step-mother, step-father, mother-in-law, or father-in-law. Compensation shall be limited only to the time lost from the employee's normal work schedule.

ARTICLE 16

OTHER LEAVES OF ABSENCE

(a) The Town Administrator, upon recommendation of the Department Head, may grant leaves of absence without compensation. Leaves of absence of over three (3) months' duration shall be considered a break in employment and on return to work the employee shall have the status of a new employee, unless an extension of leave beyond the three (3) month period has been authorized in advance by the Town Administrator.

(b) Employees on leave of absence may continue to remain a member of a group health plan or group insurance plan by assuming full payment of the total premiums.

Employees on leave of absence shall not be entitled to benefits granted under this policy, such as, holiday, vacation, sick, or bereavement.

(c) Leaves of absence of over three (3) months will result in loss of longevity rights for the entire leave.

ARTICLE 17

LONGEVITY

(a) Each full-time employee subject to this Agreement shall be awarded longevity pay as follows:

After five (5) years of service \$150.00 per year over regular salary.

For each year subsequent to five years of service an additional \$30.00 per year.

(b) Longevity pay shall be paid in of the first pay period of December.

ARTICLE 18

HEALTH AND WELFARE

(a) The Town agrees to provide employees with health insurance in accordance with Massachusetts General Laws Chapter 32B.

ARTICLE 19

SAFETY

(a) The Employer shall continue to provide such protective devices in connection with the work performed by the employees, members of the bargaining unit, as it provides presently in the performance of such work. The Town will use its best efforts to assign two (2) employees on vehicles for plowing and sanding when such hazardous conditions exist which warrant two employees for sanding and plowing.

ARTICLE 20

SENIORITY

(a) Seniority shall be considered as the length of an employee's continuous service with the Employer. "Continuous Service" means the most recent period of unbroken service with the Town with no breaks in service which would terminate the Employer Employee relationship, provided that authorized Leaves of Absence, Military Service, or Layoff as hereinafter defined, shall not be considered a break in continuous service for the purpose of establishing a seniority rating.

(b) In all cases of layoff, and recall following a layoff, seniority shall be the deciding factor among employees physically fit and competent through knowledge, skill and efficiency to perform the available work. The determination of comparative qualification is the responsibility of the Employer, but in carrying out this responsibility there shall be no discrimination among employees. Employees on layoff shall retain recall rights for a period of three (3) years from the date of layoff.

(c) When a "Temporary Employee" is advanced to the position of "Permanent Employee" they shall acquire a seniority rating. Until such time no grievance shall be advanced to the Town by the Union pertaining to the tenure of employment of a "Temporary Employee". If two or more employees are hired on the same day their seniority shall be established by the alphabetical order of the last names. In the event of conflict, the alphabetical order may be extended to the first names and middle initials in the order named. Part-time employees shall establish a seniority rating in the Part-Time employee classification. The Classifications "Permanent Employee" and "Temporary Employee" are defined as follows:

(d) A "Permanent Employee" is an employee retained on a continuing basis in any position in the Town service which has required or which is likely to require the services of an incumbent without interruption for a period of six (6) calendar months, either on a full time or part time employment basis. A "Temporary Employee" is any employee retained in any position in the Town service which requires or is likely to require the services of one incumbent for a period not exceeding six (6) calendar months; a seasonal position requiring less than the work week of its occupational group shall be considered as "Part Time".

ARTICLE 21

CLASSIFICATION PLAN AND PAY RATES

(a) Job classifications are as set forth in the Town of Westwood Personnel Classification and Compensation Plan By Law incorporated herein by reference, and biweekly compensation for employees in such classifications is as set forth in Appendix A, attached and made a part hereto.

(b) Any Department of Public Works employee assigned to perform services in a classification higher than their permanent classification for a period of two (2) consecutive work days shall be paid at the rate for such higher classification for the time such services are performed, retroactive to the first day of service; overtime so performed shall be at such higher rate. In the discretion of the DPW Director, and Operator-Laborer (D-3) with a CDL (which is not required as a condition of an Operator-Laborer's employment) may be allowed to work overtime offered to a Heavy Equipment Operator (D-6) after the overtime is first offered to those in the D-6 classification qualified to perform it. Without having to work the two (2) consecutive work days the Operator-Laborer will be paid at the Operator-Laborer's same step on D-6 for the duration of any such overtime assignment.

(c) Stipends

i. Effective July 1, 2024, a five hundred dollar (\$500) annual stipend shall be awarded to: Individuals the DPW Director identifies and who maintain a valid Trapping License.

Individuals the DPW Director identifies who maintain a 4G Hoisting restriction.

ii. Effective July 1, 2024, a one-thousand dollar (\$1,000) annual stipend shall be awarded to: Individuals the DPW Director identifies as Head Bucket Truck Operator.

(a) Performance Evaluation

i. Employees covered by this Agreement shall receive an annual performance evaluation. The performance evaluation shall be performed by the Assistant DPW Director and/or the DPW Director and shall thereafter be subject to the review of the Executive Secretary. The performance evaluation shall be completed on the Employee Performance Evaluation form which is attached hereto as Appendix A.

ii. An employee will receive their performance evaluation between 15 and 30 days prior to their anniversary date of appointment to their then current position.

iii. An employee can only have one of the stipends listed in sections (i) and (ii). It is expressly understood that this stipend shall not be added to base pay or used in the calculation of overtime. This stipend shall be paid on the second pay period in July of the fiscal year following the year the certification was obtained.

iv. An employee who receives an overall rating of "Satisfactory" or better shall proceed to the next step of their grade effective upon their anniversary date of appointment to their then current position.

v. An employee who does not receive an overall rating of "Satisfactory" or better on their annual performance evaluation shall remain at their current step, except that between five (5) and five and one half (5 1/2) months after the applicable anniversary date, they shall receive an "Intermediate Performance Evaluation". If the employee receives an overall rating of "Satisfactory" or better in that Immediate Performance Evaluation, they shall proceed to the next step of their grade, effective upon the date of that evaluation.

vi. Performance evaluations and compensation payment determinations based thereon shall not be reviewable under the grievance procedure and arbitration articles of this Agreement.

(d) The Town may require employees of the Highway Division employed prior to July 1, 2016 ("current employees") to take the test for the Commonwealth's 4G endorsement to the Hoisting License at the earliest possible opportunity. The Town will pay for any expense required to secure and maintain the 4G license, including any test booklet issued or training course given and any fee for applying for, receiving and renewing the license. The initial training course will be given at a Town/DPW site during regular work hours. As long as a minimum of four (4) current Highway Division employees, including a mechanic, secure and maintain the license, the Town will not make it a condition of employment for all current Highway Division employees. If the minimum of four (4) is not achieved, the parties will engage in further bargaining to address the lack of a minimum number of licenses. Any employee hired on or after July 1, 2016 ("new employee") who is either initially hired to be a heavy equipment operator or a mechanic, or who subsequently moves into a heavy equipment operator or mechanic position, shall be required to secure and maintain a 4G license as a condition of employment no later than the end of the new employee's sixth (6th) month of employment (initial hire) or, for a subsequent movement into the position, six (6) months of when the employee assumes the position. For renewal of the 4G license, the state requirements are the same as the Hoisting License and the Town will provide any required continuing education training.

(e) In the event that any new license or certification is required for a bargaining unit member(s) to perform the duties of their new position, the member(s) will be required to secure the license but, at the Union's request, the Town will bargain over the impact.

ARTICLE 22

ADDITIONAL EMPLOYEE BENEFITS

(a) A bulletin board will be provided by the Town, and placed in a conspicuous position near the location where employees enter or leave the premises, for the publication of notices and no notice shall be posted except on such board. No denunciatory or inflammatory written material shall be posted on such bulletin board.

(b) Proper attire that represents the Town of Westwood should be worn by employees on work time.

(c) Work Clothing with Westwood identification will not be worn by employees while working for another employer.

- (d) Work clothing shall consist of:
- T-shirts and/or sweatshirts with Westwood DPW identification
 - Long pants (twill or jean)
 - OSHA approved work boots
 - Safety equipment as required to perform all jobs in a safe manner
- (e) Employees may only wear shorts which shall be full length denim (no cutoffs) or cargo shorts that are in good repair when the assigned task to the employee would not create a safety risk, such as any activity that may lead to harmful exposure of legs.
- (f) Employees that choose to wear shorts must have a pair of long pants in their locker in case they are assigned such an activity.
- (g) OSHA approved boots should be worn at all times for personnel in the field or working in the shop. Under certain circumstances, supervisors can allow for boots without steel toes if there is no danger of foot injury.
- (h) Employees will purchase shorts and pants either at their own expense or using the remainder of the clothing allowance not spent to purchase OSHA approved boots.
- (i) The Town will provide up to 5 T-shirts and 2 sweatshirts to the employee each year.
- (j) The Town shall continue to pay the cost of laundering the uniform (consisting of one work shirt and one pair of work pants for up to two (2) mechanics) once each week for the duration of this Agreement.
- (k) Effective July 1, 2013, an annual cleaning/clothing/boot allowance of \$1,000 will be established. It will be paid, pro rata, in two equal payments, one in the first pay period in November and once in the first pay period in May. This payment may be used for cleaning work uniforms and/or for the purchase of OSHA approved work boots and/or items such as winter coats, rain gear, sweaters or other clothing necessary for work. The payments will be subject to standard deductions. Receipts will not be required.
- (l) When an employee is working overtime, they, with the permission of the Assistant DPW Director, shall be permitted to purchase a reasonable meal at the location of the Department's choosing. The Employee shall be reimbursed for said meal within a reasonable period of time.

ARTICLE 23

POSTING OF NOTICES

- (a) When a position becomes available in the Department, that the Town intends to fill, the Town will notify the Union of the vacancy, by email and bulletin board posting. The posting shall include the position, job description, shift, and rate of pay. Said position will be posted for a period of not less than ten (10) work days and employees of the Department may bid for said position by signing the posted sheet.

(b) Positions will be assigned by seniority and qualifications are equal in the judgement of the DPW Director and if applied for by signing the posting sheet. The Town will notify the applicants that do not receive the position within seven (7) days of the job vacancy being filled.

(c) No member of the bargaining unit shall suffer a reduction in wages as a result of an involuntary transfer or promotion to a different position unless the member is being demoted for failure to meet the conditions of their job description.

ARTICLE 24

GRIEVANCE PROCEDURE

(a) Grievance Procedure. This Agreement sets forth the basic terms and conditions of employment and is intended to continue the present and good relations between the Town, and its employees, and their Union. In the event of a grievance between the employees and the Town the representatives of both agree to make prompt and earnest effort to settle the matter. A grievance is defined as a complaint between the Town and the Union and/or any employee involving only an alleged direct violation of a specific provision of this Agreement. Except as provided in Section 2 of this Article, all grievances shall be handled as follows:

Step 1: The aggrieved employee, with a Union representative if they so desire, shall discuss their concern directly with the DPW Director within ten (10) working days after knowledge of or any reason to know of the occurrence or failure of occurrence of the incident upon which the concern is based, with the mutual expectation that most misunderstandings or problems can be solved in this manner.

Step 2. In the event that the aggrieved employee and the DPW Director cannot resolve their disagreement, the aggrieved employee, with a Union representative if they so desire, shall take up the grievance in writing to the Assistant Town Administrator/Director of Human Resources within ten (10) working days of their discussion with the DPW Director. The written grievance must contain the following information:

- a. A concise statement of the "grievance" including the date filed;
- b. Evidence (documentary, if available) to support the grievance;
- c. A statement of the remedial action or relief sought;
- d. A statement of reasons why the aggrieved believes the remedy should be granted; and
- e. The name or names of the employees aggrieved.

The Assistant Town Administrator/Director of Human Resources shall attempt to adjust the matter and shall respond in writing within ten (10) working days of receipt of the written grievance. In the event the aggrieved employee fails to notify the Assistant Town Administrator/Human Resources Director within ten (10) working days of their conversation with the DPW Director, the matter would be considered resolved.

Step 3: If the grievance remains unsettled, it may be appealed in writing within five (5) working days after the Assistant Town Administrator/Director of Human Resources response is due to the Town Grievance Committee which is composed of one member of the Select Board and the Town Administrator. If a meeting with the Town Grievance Committee is requested or if the Committee deems it to be desirable, the Committee, the employee, and an authorized representative of the Union if they so desire, shall meet to discuss the grievance within ten (10) working days after the appeal of the "grievance" for further discussion thereof in an attempt to dispose of the grievance. If any person or persons are to represent or appear with the employee at this meeting, the committee will be informed in writing prior to three (3) working days before the meeting of the names and titles of such persons. The Committee shall give its written answer to the grievance within ten (10) working days following the conclusion of the meeting or the receipt of the appeal if no meeting is requested by the employee or the Committee. If the grievance is not satisfactorily settled at this step:

Step 4: It may be appealed to arbitration by written notice of such intention to appeal given to the Town Grievance Committee within five (5) working days after the receipt of the written answer under Step 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article XIX.

(b) Special Procedure in Discharge Cases. The procedure set forth in Section 1 above will be modified in discharge cases as follows:

- i. Step 1 will be omitted and the grievance shall be referred directly to Step 2 in writing;
- ii. A Step 2 meeting shall be held within three (3) working days after having been requested;
- iii. The Assistant Town Administrator/Director of Human Resources' answer in Step 2 shall be given within three (3) working days after the Step 2 meeting;
- iv. The Step 3 meeting shall be held within five (5) working days after having been requested;
- v. The Town Grievance Committee's answer in Step 3 shall be given within five (5) working days after Step 3 meeting; and
- vi. Otherwise, the procedure will be as in Section a.

(c) A grievance not initiated within the time limited specified shall be deemed waived. Failure of the employee or the Union to appeal a decision within the time limited specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Town or its agents to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

(d) At Step 2 and each step hereinafter, the Union will be notified of all meetings and have a right to be present and be heard. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provision of this Agreement.

(e) In the event the Town submits a grievance it shall be discussed between the Business Agent of the Union and the Town Grievance Committee or its duly authorized representative. If not resolved, it may be submitted forthwith by either party to arbitration.

(f) No employee shall be able to submit a grievance to arbitration, that right being reserved solely to the Town and the Union.

(g) No reprisals of any kind will be made by the Town against any party in interest or any participant in the grievance procedure by reason of such participation.

ARTICLE 25

ARBITRATION1

(a) In the event either party elects to submit a grievance to arbitration the parties shall select an impartial arbitrator through the American Arbitration Association and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

(b) The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to five (5) regular working days immediately preceding the filing of the grievance, or which modifies or abridges the rights and prerogatives of municipal management under this Agreement.

(c) The Town will make available, upon request, such records which the parties agree are pertinent to the arbitration and are not, in the opinion of the Town, of a confidential nature.

ARTICLE 26

MISCELLANEOUS

(a) Bi-weekly Paychecks. Effective on or after July 1, 2013, paychecks will be issued every other week. The Town will add one personal day to be used only in the year the bi-weekly paychecks begin. This extra personal day will be available for one year only.

(b) Public Safety Licenses. The Town shall pay for the cost of all required physicals (CDL only DOT Physicals) and/or required licenses. The Town shall pay the provider directly for services rendered.

ARTICLE 27

PROBATIONARY PERIOD

(a) All newly hired employees will be subject to a probationary period of nine (9) months from their initial date of hire. During this probationary period, an employee may be terminated for any reason, and such termination shall not be subject to the "just cause" standard, and may not be made subject of any grievance under this agreement. The Town, with the approval of the Union, may extend an employee's nine (9) month probationary period up to an additional three (3) months.

- (b) All promoted employees will be subject to a probationary period of six (6) months.

ARTICLE 28

GPS

(a) All members of the Union who are authorized to operate a Town vehicle acknowledge that the vehicle they operate may be equipped with a GPS tracking device. The GPS tracking device will allow the Town to monitor the vehicle for geographic location, speed, hours of operation and other related data relevant to the vehicle's utilization for the purpose of maintaining the orderly and efficient operations of the Town. This information shall not be used for disciplinary purposes against members of the Union, absent a violation of federal, state or local law. Tampering with any GPS tracking equipment is expressly prohibited by this policy and may subject an employee to disciplinary action by the Town.

ARTICLE 29

PAYROLL CLOCK

- (a) The Town shall have the right to implement a time clock system after giving the Union thirty (30) days' notice.

ARTICLE 30

EFFECT OF AGREEMENT

(a) This instrument constitutes the entire Agreement of the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

(b) The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matters may not have been within the knowledge or contemplation of either or both the parties at the time that they negotiated or signed this Agreement.

(c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to the future enforcement of all terms and conditions of this Agreement.

(d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(e) Where this Agreement requires the appropriation of funds on the part of the Employer to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations.

ARTICLE 31

DURATION OF AGREEMENT

(a) This Agreement shall continue in full force and effect July 1, 2023 through June 30, 2026, and shall automatically terminate upon that date. The Town agrees that all terms of the collective bargaining agreement, including the grievance procedure, will remain in effect until a new agreement is reached.

(b) Should either or both parties desire to negotiate a new collective bargaining agreement for the succeeding year, such party or parties shall give notice in writing to the other party by Certified or Registered Mail postmarked no later than February 1, 2026.

(c) Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Employer or the Union from modifying any proposals made during the course of the negotiations.

IN WITNESS WHEREOF, the Employer has caused this instrument to be duly executed by its authorized designees and the Union acting on behalf of the employees has caused this instrument to be signed by its proper officers hereunto duly authorized, the day and year first above written.

TOWN OF WESTWOOD

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1445

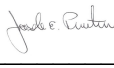


Marianne LeBlanc Cummings





Robert Gotti



Joseph Previtera

Dated: August 14, 2023

Dated: 8/1/23

APPENDIX A

EMPLOYEE EVALUATION FORM

Name: _____

Anniversary Date: _____

EMPLOYEE DEVELOPMENT

1. MAJOR STRENGTHS AND COMMENDATIONS:

(Identify specific accommodations and positive performance factors)

2. RECOMMENDATIONS: AREAS FOR GROWTH AND/OR IMPROVEMENT

(Specific tasks where growth and/or improvement is needed. Identify goals for employee development for the upcoming months.)

Assistant DPW Director signature

Date

DPW Director's signature

Date

EMPLOYEE COMMENTS:

Please take this opportunity to express your comments. Any difference of opinion should be discussed with your supervisor.

Employee's Signature

Date

My signature implies neither approval or disapproval. It only indicates that I have read the above evaluation

Name: _____
 Anniversary Date: _____

**DEPARTMENT OF PUBLIC WORKS
 EMPLOYEE PERFORMANCE APPRAISAL**

EVALUATION CRITERIA	UNSATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	SUPERIOR	OUTSTANDING
I. Productivity					
II. Ability to use equipment & machinery as required in job description	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
III. Safety Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IV. Attendance/Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. Cooperativeness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL RATING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX B

FY24-26 WAGE TABLES

United Food and Commercial Workers Union Local 1445
 FY24 Wage Table

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8 Senior Working Foreman	\$ 70,367.44	\$ 71,774.79	\$ 73,210.28	\$ 74,674.49	\$ 76,167.98	\$ 77,691.34	\$ 79,245.17	\$ 80,830.07	\$ 82,446.67
Grounds/Fields Foreman	\$ 33.83	\$ 34.51	\$ 35.20	\$ 35.90	\$ 36.62	\$ 37.35	\$ 38.10	\$ 38.86	\$ 39.64
Head Mechanic									
Sewer Operations Suprvsr									
7 Cemetery Foreman	\$ 65,798.41	\$ 67,114.38	\$ 68,456.66	\$ 69,825.80	\$ 71,222.31	\$ 72,646.76	\$ 74,099.70	\$ 75,581.69	\$ 77,093.32
Foreman	\$ 31.63	\$ 32.27	\$ 32.91	\$ 33.57	\$ 34.24	\$ 34.93	\$ 35.62	\$ 36.34	\$ 37.06
6 HEO	\$ 65,290.74	\$ 66,596.55	\$ 67,928.48	\$ 69,287.05	\$ 70,672.79	\$ 72,086.25	\$ 73,527.97	\$ 74,998.53	\$ 76,498.50
Sewer Pump Operator	\$ 31.39	\$ 32.02	\$ 32.66	\$ 33.31	\$ 33.98	\$ 34.66	\$ 35.35	\$ 36.06	\$ 36.78
Mechanic									
5	\$ 57,852.27	\$ 59,009.32	\$ 60,189.50	\$ 61,393.29	\$ 62,621.16	\$ 63,873.58	\$ 65,151.05	\$ 66,454.07	\$ 67,783.16
	\$ 27.81	\$ 28.37	\$ 28.94	\$ 29.52	\$ 30.11	\$ 30.71	\$ 31.32	\$ 31.95	\$ 32.59
4	\$ 57,256.32	\$ 58,401.44	\$ 59,569.47	\$ 60,760.86	\$ 61,976.08	\$ 63,215.60	\$ 64,479.91	\$ 65,769.51	\$ 67,084.90
	\$ 27.53	\$ 28.08	\$ 28.64	\$ 29.21	\$ 29.80	\$ 30.39	\$ 31.00	\$ 31.62	\$ 32.25
3 Operator Laborer	\$ 50,460.80	\$ 51,469.60	\$ 52,499.20	\$ 53,545.16	\$ 54,615.52	\$ 55,707.39	\$ 56,821.36	\$ 57,957.43	\$ 59,116.57
	\$ 24.26	\$ 24.75	\$ 25.24	\$ 25.74	\$ 26.26	\$ 26.78	\$ 27.32	\$ 27.86	\$ 28.42
2	\$ 45,988.80	\$ 46,904.00	\$ 47,840.00	\$ 48,786.44	\$ 49,761.85	\$ 50,756.94	\$ 51,772.37	\$ 52,807.49	\$ 53,863.64
	\$ 22.11	\$ 22.55	\$ 23.00	\$ 23.46	\$ 23.92	\$ 24.40	\$ 24.89	\$ 25.39	\$ 25.90

United Food and Commercial Workers Union Local 1445
 FY25 Wage Table

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8 Senior Working Foreman	\$ 71,774.79	\$ 73,210.28	\$ 74,674.49	\$ 76,167.98	\$ 77,691.34	\$ 79,245.17	\$ 80,830.07	\$ 82,446.67	\$ 84,095.60
Grounds/Fields Foreman	\$ 34.51	\$ 35.20	\$ 35.90	\$ 36.62	\$ 37.35	\$ 38.10	\$ 38.86	\$ 39.64	\$ 40.43
Head Mechanic									
Sewer Operations Suprvsr									
7 Cemetery Foreman	\$ 67,114.38	\$ 68,456.66	\$ 69,825.80	\$ 71,222.31	\$ 72,646.76	\$ 74,099.70	\$ 75,581.69	\$ 77,093.32	\$ 78,635.19
Foreman	\$ 32.27	\$ 32.91	\$ 33.57	\$ 34.24	\$ 34.93	\$ 35.62	\$ 36.34	\$ 37.06	\$ 37.81
6 HEO	\$ 66,596.55	\$ 67,928.48	\$ 69,287.05	\$ 70,672.79	\$ 72,086.25	\$ 73,527.97	\$ 74,998.53	\$ 76,498.50	\$ 78,028.47
Sewer Pump Operator	\$ 32.02	\$ 32.66	\$ 33.31	\$ 33.98	\$ 34.66	\$ 35.35	\$ 36.06	\$ 36.78	\$ 37.51
Mechanic									
5	\$ 59,009.32	\$ 60,189.50	\$ 61,393.29	\$ 62,621.16	\$ 63,873.58	\$ 65,151.05	\$ 66,454.07	\$ 67,783.16	\$ 69,138.82
	\$ 28.37	\$ 28.94	\$ 29.52	\$ 30.11	\$ 30.71	\$ 31.32	\$ 31.95	\$ 32.59	\$ 33.24
4	\$ 58,401.44	\$ 59,569.47	\$ 60,760.86	\$ 61,976.08	\$ 63,215.60	\$ 64,479.91	\$ 65,769.51	\$ 67,084.90	\$ 68,426.60
	\$ 28.08	\$ 28.64	\$ 29.21	\$ 29.80	\$ 30.39	\$ 31.00	\$ 31.62	\$ 32.25	\$ 32.90
3 Operator Laborer	\$ 51,470.02	\$ 52,498.99	\$ 53,549.18	\$ 54,616.06	\$ 55,707.83	\$ 56,821.53	\$ 57,957.78	\$ 59,116.57	\$ 60,298.91
	\$ 24.75	\$ 25.24	\$ 25.74	\$ 26.26	\$ 26.78	\$ 27.32	\$ 27.86	\$ 28.42	\$ 28.99
2	\$ 46,908.58	\$ 47,842.08	\$ 48,796.80	\$ 49,762.17	\$ 50,757.09	\$ 51,772.08	\$ 52,807.82	\$ 53,863.64	\$ 54,940.91
	\$ 22.55	\$ 23.00	\$ 23.46	\$ 23.92	\$ 24.40	\$ 24.89	\$ 25.39	\$ 25.90	\$ 26.41

United Food and Commercial Workers Union Local 1445
 FY26 Wage Table

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8 Senior Working Foreman	\$ 73,210.28	\$ 74,674.49	\$ 76,167.98	\$ 77,691.34	\$ 79,245.17	\$ 80,830.07	\$ 82,446.67	\$ 84,095.60	\$ 85,777.52
Grounds/Fields Foreman	\$ 35.20	\$ 35.90	\$ 36.62	\$ 37.35	\$ 38.10	\$ 38.86	\$ 39.64	\$ 40.43	\$ 41.24
Head Mechanic									
Sewer Operations Suprvsr									
7 Cemetery Foreman	\$ 68,456.66	\$ 69,825.80	\$ 71,222.31	\$ 72,646.76	\$ 74,099.70	\$ 75,581.69	\$ 77,093.32	\$ 78,635.19	\$ 80,207.89
Foreman	\$ 32.91	\$ 33.57	\$ 34.24	\$ 34.93	\$ 35.62	\$ 36.34	\$ 37.06	\$ 37.81	\$ 38.56
6 HEO	\$ 67,928.48	\$ 69,287.05	\$ 70,672.79	\$ 72,086.25	\$ 73,527.97	\$ 74,998.53	\$ 76,498.50	\$ 78,028.47	\$ 79,589.04
Sewer Pump Operator	\$ 32.66	\$ 33.31	\$ 33.98	\$ 34.66	\$ 35.35	\$ 36.06	\$ 36.78	\$ 37.51	\$ 38.26
Mechanic									
5	\$ 60,189.50	\$ 61,393.29	\$ 62,621.16	\$ 63,873.58	\$ 65,151.05	\$ 66,454.07	\$ 67,783.16	\$ 69,138.82	\$ 70,521.60
	\$ 28.94	\$ 29.52	\$ 30.11	\$ 30.71	\$ 31.32	\$ 31.95	\$ 32.59	\$ 33.24	\$ 33.90
4	\$ 59,569.47	\$ 60,760.86	\$ 61,976.08	\$ 63,215.60	\$ 64,479.91	\$ 65,769.51	\$ 67,084.90	\$ 68,426.60	\$ 69,795.13
	\$ 28.64	\$ 29.21	\$ 29.80	\$ 30.39	\$ 31.00	\$ 31.62	\$ 32.25	\$ 32.90	\$ 33.56
3 Operator Laborer	\$ 52,499.42	\$ 53,548.97	\$ 54,620.17	\$ 55,708.38	\$ 56,821.98	\$ 57,957.97	\$ 59,116.94	\$ 60,298.91	\$ 61,504.88
	\$ 25.24	\$ 25.74	\$ 26.26	\$ 26.78	\$ 27.32	\$ 27.86	\$ 28.42	\$ 28.99	\$ 29.57
2	\$ 47,846.75	\$ 48,798.92	\$ 49,772.74	\$ 50,757.42	\$ 51,772.23	\$ 52,807.52	\$ 53,863.97	\$ 54,940.91	\$ 56,039.73
	\$ 23.00	\$ 23.46	\$ 23.93	\$ 24.40	\$ 24.89	\$ 25.39	\$ 25.90	\$ 26.41	\$ 26.94