

AGREEMENT

BETWEEN

The TOWN of ASHBY

AND

TEAMSTERS LOCAL 170

July 1, 2015 – June 30, 2017

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ARTICLE 1

RECOGNITION

For the purpose of collective bargaining with respect to wages hours and other terms and conditions of employment, the Town hereby recognizes the Teamsters Local 170 ("Union") as the exclusive bargaining representative of the following:

All full time working foremen, truck drivers/laborers, mechanics and equipment operators employed by the Town of Ashby on the date this Agreement is ratified by law, excluding all managerial, confidential and casual employees and all other employees of the Town of Ashby. These persons shall be referred to as "employees" in this Agreement and shall constitute the bargaining unit.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. Except as otherwise expressly provided by this Agreement, the Town will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management specified below:

- a. the operation and direction of the affairs of the Town in all of their various aspects;
- b. the determination of the level of services to be provided;
- c. the direction, control, supervision and evaluation of employees, the frequency of evaluations and the conduction of the evaluation;
- d. the determination of new employee classifications;
- e. the determination and interpretation of new job descriptions;
- f. the increase, diminishment, change or discontinuation of operations in whole or in part;

- g. the institution of technological changes or the revising of processes, systems or equipment from time to time;
- h. the determination of the style, type, and color of uniforms, and the manner in which they are to be worn;
- i. the determination of the standards for on duty grooming and appearance of employees, including hairstyles, beards and mustaches, and jewelry;
- j. the training of employees;
- k. the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- l. the determination of the location, organization, and number of personnel;
- m. the assignment of duties and work assignment including the change of duties and work assignments from time to time;
- n. the creation and change of shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts;
- o. the assignment of employees from time-to-time to shifts;
- p. the assignment to work sites, including the change of work site from time to time;
- q. the granting and scheduling of leaves;
- r. the scheduling and enforcement of working hours;
- s. the mandatory requirement and assignment of overtime;
- t. the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours;
- u. the hiring, appointment or promotion of employees, including the determination of qualifications and requirements for the position or promotion, provided, however, that the Town will bargain over wage rates for new positions;
- v. the demotion, suspension, discipline or discharge of employees;
- w. the layoff of employees due to lack of funds or of work, subject to impact bargaining;
- x. the relief of employees due to the incapacity to perform duties or for any other reason;

- y. the right to require an alcohol or drug test subject to the Supreme Judicial Court precedent regarding drug testing; and
- z. the making, amendment, and enforcement of such reasonable rules, regulations, operating and administrative procedures from time to time as the Town deems necessary.

and the Town will have the right to invoke these rights and make such changes in these items as the Town, in its sole discretion may deem appropriate without negotiation with the Union.

Without limiting the foregoing, the Town's management rights include hiring seasonal employees, contracting with additional plow owners/operators for winter operations, and allowing Highway Department vehicles to be operated by employees from other departments when such departments have need of the equipment.

Section 2. Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through the Board of Selectmen or other appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the Highway Department.

Section 3. The Town also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any rights shall not be considered a waiver.

Section 4. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

Section 5. During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

ARTICLE 3

DUES CHECK-OFF

Section 1. The Town shall deduct regular Union dues in the amount stated by the employee, from the employee's regular paycheck for each month. The amounts deducted shall be sent to the Union office with a roster. The Town will, at the same time, notify the Union of the names and addresses of any new employees and the names of the employees leaving the Town's employment. The deduction of dues shall be in accordance with approved Town procedures.

Section 2. The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

Section 3. Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION - DUES CHECK-OFF

I authorize the Town of Ashby to deduct Union Dues, Fees and Assessments, in the amounts specified by the Union, from my regular paycheck and to remit that money to the Teamsters Local 170.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Town Treasurer, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature:

Date:

Name:

Address:

ARTICLE 4

AGENCY SERVICE FEE

Section 1. Effective the ninetieth day following the beginning of employment, each member of the bargaining unit, who is not a member of the Union in good standing, shall be required as a condition of employment to pay a monthly agency service fee during the life of this Agreement to the Union in an amount equal to the cost of collective bargaining and contract administration.

Section 2. The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

Section 3. In the event that an employee has not earned enough in a pay period to satisfy his or her agency fee obligation, the Union shall collect those fees directly, and the Town shall not be held responsible for collection of those fees.

Section 4. Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION - AGENCY SERVICE FEE

I authorize the Town of Ashby to deduct Union Dues, Fees and Assessments, in the amounts specified by the Union, from my regular paycheck and to remit that money to the Teamsters Local 170.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Town Treasurer, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature:
Name:
Address:

Date:

Section 5. This Article shall not apply to any Employee who has authorized the Town Treasurer to deduct Union dues under Article 3 of this Agreement.

Section 6. No action by the Town shall be considered against any member of the bargaining unit for failure to meet his or her agency service fee obligation unless and until the Union certifies in writing to the Town said member of the bargaining unit has not met the obligation imposed by the Article.

Section 7. It is understood by the Town and the Union that deduction of the agency service fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Town and the Union.

ARTICLE 5

GRIEVANCE AND ARBITRATION

Section 1. For purposes of this Article, a "grievance" will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement; provided, however, that any matter arising before or after the dates of this Agreement will not be subject to this grievance procedure nor construed as being grievable.

Section 2. The Town and the Union understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, the Union or the employee must file the grievance at Step 2 of the procedure within fifteen (15) calendar days of the occurrence of the incident or event giving rise to the dispute or within fifteen (15) calendar days after the Union or employee knew or should have known of the occurrence.

Section 3. All grievances will be handled in accordance with the grievance procedures set forth in this Article. A representative of the Union may accompany the employee in any meeting with a Town representative concerning a grievance.

STEP 1: The Union or the employee shall present the grievance in writing to the Highway Superintendent for resolution. The grievance will contain (a) a concise statement of the facts, (b) a citation of applicable contract language, which shall include the Article and section of the Agreement under which the grievance arises, (c) the specific provisions of the Agreement that allegedly have been violated, and (d) the remedy sought. The date the grievance is submitted to the Highway Superintendent shall constitute the commencement date of the grievance. Within fourteen (14) calendar days of receipt of the grievance, the Highway Superintendent will submit to the Union a written decision regarding the grievance.

STEP 2: If the grievance is not resolved at Step 1 or answered in writing by the Highway Superintendent within the time limit set forth above, the Union or the employee may appeal the grievance, in writing to the Board of Selectmen no later than ten (10) calendar days from the date the Highway Superintendent denied the grievance or his response was due. The Board of Selectmen, or its representative, may meet with the Union or the employee within thirty (30) calendar days of receipt of the grievance. If the grievance is not settled at the meeting, the Board of Selectmen, or its representative, will respond to the grievance in writing no later than ten (10) calendar days following the date of the meeting, or, if there is no meeting, within fifteen (15) calendar days after the date of receipt of the appeal. If the Union misses any deadline at any step, the matter will be

considered closed and not arbitrable. If the Town misses any deadline at any step, the Union may proceed to the next step in the grievance procedure.

STEP 3: In the event that the grievance is not satisfactorily resolved at Step 2, the Union or the Town may submit the matter to final and binding arbitration within thirty (30) calendar days of the Board of Selectmen's decision, by means of written notice to the other party. The parties shall attempt to agree on an arbitrator. Failing such an agreement, the matter shall be submitted to the American Arbitration Association.

Section 4. The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:

- a. 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 the parties.
- b. The arbitrator shall not render a decision contrary to state or federal law.
- c. Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.
- d. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings.
- e. The arbitrator shall have authority to devise an appropriate remedy.
- f. The arbitrator shall have no authority to award interest.
- g. No arbitration award shall include payment by the Town of punitive damages to the Union or the employee.

Section 5. The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

Section 6. Grievances may be settled without precedent at any stage of this procedure.

Section 7. The failure of the Highway Superintendent or the Board of Selectmen to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the

Union may move the grievance to the next step of the procedure. Only the Town or the Union may move the matter to arbitration.

Section 8. The time limits set forth in this Article may be extended by mutual written agreement of the parties.

Section 9. The Town may also process grievances under the grievance procedure.

ARTICLE 6

NO STRIKE OR LOCKOUT

Section 1. No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or withholding of services from the Town, including so called work to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 2. The Union agrees that neither the Union nor any of its employees, agents or members, nor any employee covered by this Agreement, will call institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however, established, and withholding of overtime services.

Section 3. The Union agrees further that should any employee or group of employees covered by this Agreement engage in any job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Section 4. Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to

and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

Section 5. The Town may, in addition to the remedies under Chapter 15DE of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

Section 6. The Town agrees that there shall be no liability on the part of the Union, its employees and agents, for the unauthorized breach of the agreements contained in this Article by individual bargaining unit members, provided that the Union had no involvement in the bargaining unit member's breach of this Article.

Section 7. The Town shall not lock out employees during the term of this Agreement. The Town's failure to provide work for economic or business reasons or as the result of a strike by other employees of the Town will not be deemed a lockout.

ARTICLE 7

NON-DISCRIMINATION

The parties to this Agreement agree that they shall not discriminate against any employee in connection with their employment because of race, color, sex, age, as defined by law, religion, handicap, sexual orientation (as defined by law), national origin, genetic information, gender identity, military status, or Union activity or non-Union activity, or for any other legally protected classification.

ARTICLE 8

ARTICLES DISCIPLINE AND DISCHARGE

Section 1. All employees upon initial appointment to a bargaining unit position shall serve a probationary period of one year of actual service. During such probationary period, the Town may discipline or discharge an employee without cause or

notice and such action shall not be subject to the grievance or arbitration procedures under Article 5.

Section 2. After serving a one year probationary period, no permanent employee shall be suspended or discharged without just cause.

ARTICLE 9

UNION BUSINESS

Section 1. An employee designated in writing by the Union as steward shall be granted reasonable time off without loss of pay or benefits for contract negotiations, (provided the employee is a member of the bargaining team), and grievance administration, subject to the reasonable discretion of the Highway Superintendent.

ARTICLE 10

SENIORITY

Section 1. Definition. For purposes of this Agreement, seniority for a full-time employee means an employee's length of continuous service with the Town since his or her initial appointment as a fulltime employee with the Highway Department. Seniority for part-time employees shall be based on the employee's length of continuous service with the Town since his or her initial appointment as a part-time employee with the Highway Department. Full time employees shall be senior to part-time employees. Employees who return to their position within three (3) months of the effective date of a lay-off shall be considered to have been in continuous service for the period of the layoff and shall not lose any seniority as a result of being laid off.

Section 2. Break In Service. Seniority shall not be broken while an employee is on an approved leave whether paid or unpaid. If an employee resigns is discharged is not re-appointment, or refuses a recall, the employee shall lose all seniority.

Section 3. Seniority Lists. The Town shall prepare and post on a bulletin board in the Highway Department a seniority list showing the service of each employee. Copies of the seniority list shall be furnished to the Union when they are posted or changed.

ARTICLE 11

REDUCTION IN FORCE

Section 1. In general, reduction in force shall be in reverse order of seniority within a specific job classification (i.e., foreman, heavy equipment operator, mechanic or truck driver/laborer).

Section 2. Recall. Employees shall be recalled in reverse order of the reduction in force by job classification as determined by the Highway Superintendent. Employees will have recall rights for six (6) months from the date of lay off from active duty in the Department, provided that all licenses and certifications are maintained. No employee shall be entitled to recall who does not possess the required licenses and certifications or who fails to meet the job requirements as provided in the Job Description. A refusal of recall shall be considered as a resignation, and recall rights shall terminate.

The Town shall send written notices of recall positions to each employee who is being recalled, by First Class Mail and Certified Mail, Return Receipt Requested, notifying them of the date of return, work location and shift assignment.

Employees who have received recall notices shall have seven (7) calendar days to respond in writing indicating that they will accept the position. The time shall begin to run two

days after the date of the mailing of the notice. Failure to respond to the Town's recall shall result in removal of the person's name from the recall list and forfeiture of further recall rights. Any employee who declines such employment after having indicated that he/she would return to work as instructed shall have his/her name removed from the recall list and shall forfeit further recall rights.

Employees who are separated from employment as the result of a layoff and, who are subsequently recalled to employment shall for the purpose of determining their salary upon recall be credited with their prior service.

Section 3. In the event that two or more employees shall have the same date of employment, relative seniority shall be determined as follows: during an even numbered fiscal year, the employee whose last name begins with the letter closest to "A" shall be deemed senior; during an odd numbered fiscal year, the employee whose last name begins with the letter closest to "Z" shall be deemed senior. In the event of identical "first letters" the same procedure shall be following using second letter of the last name, etc., and then the first name.

Section 4. The determination of the necessity of layoffs, the selection of the job classification, and the number of employees within the job classification(s) to be laid off, the filling of vacancies, and the reassignment of employees within classifications as a result of a reduction in force are essential elements of management and as such are non-grievable and are not subject to arbitration, provided, however, prior to any layoff, the Town shall bargain over the impact of the layoff with the Union.

ARTICLE 12

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work. Summer Hours (May 1 through September 30) will be from 6 in the morning until 2 in the afternoon.

Winter Hours (October 1 through April 30) will be from 7 in the morning until 3:00 in the afternoon.

Both the Union and Town agree that the Superintendent has the discretion to alter work hours when, in the Superintendent's judgment, it is necessary to coordinate work with outside contractors and doing so requires the adjustment of work hours.

Section 2. Breaks. The work day shall include one 10-minute break in the morning and one 10-minute break in the afternoon. Lunch shall be eaten on the job site at a time when the work schedule permits. Employees shall bring their lunch and will not be permitted to leave the job site to obtain lunch without the express permission of the Superintendent.

Employees working for 10 hours or more shall be given an additional 10 minute break and employees working for 12 hours or more shall be given an additional 30 minute meal break. The breaks shall be scheduled by the Superintendent in a manner that will not disrupt the operation of the Department.

Section 3. Overtime. Full-time employees will be paid time and one-half after 40 hours of work in a week. A week is defined as Sunday through Saturday. Town will pay time and one half on Sundays.

During a snow event where Town employees and outside contractors are used to plow Town streets, the Town agrees that outside contractors who have completed their assigned routes will be released from duty prior to Town employees except in the following circumstances:

1. where an outside contractor has a specialized piece of equipment that, in the Superintendent's discretion, is necessary to properly complete the snow removal;
OR
2. where, in the Superintendent's discretion, the Town employee(s) have been working for an extended duration so as to create a safety risk for the Town, employee or public.

Section 4. Release for Emergency Duties. Employees who are also members of the Fire / EMS Department will be released from highway work under the following condition with permission from the Superintendent:

If in the judgment of the Superintendent, the roadwork in progress does not jeopardize public safety (such as snow and ice operations, open excavations, perishable road materials, etc.)

Section 5. If an employee is called in to work while he/she is on a scheduled vacation leave, the employee will receive his/her base rate of pay for any time worked between the hours of 7:00 AM and 3:00 PM, and will receive time and one-half the employee's base rate of pay for any hours worked after 3:00 PM.

ARTICLE 13

HOLIDAYS

Section 1. The Town shall provide 12 paid holiday leave days. The holidays reserved are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 2. Any regular full-time employee who actually works on one of those days enumerated above shall be paid the equivalent of one and one-half (1 ½) times the base hourly wage for each hour worked.

Section 3. Any regular part-time employee who actually works on one of the days enumerated above shall be paid the equivalent of one and one-half times the base hourly wage for each hour worked.

Section 4. Any regular full-time employee who does not work on one of the days enumerated above shall be paid the equivalent of a normal day's leave pay at the base hourly wage.

Section 5. To be eligible for Holiday pay an employee must work his/her last scheduled work day before the Holiday and his/her next scheduled work day following the holiday.

ARTICLE 14

VACATIONS

Section 1. All regular full-time employees covered by the terms of this contract shall be eligible for paid vacation leave as follows:

Employees who have actually worked for the Town for less than one year shall earn one vacation day per month up to a maximum of ten (10) work days. Thereafter, vacation allowances shall be earned annually based on actually working the following schedule:

10 work days upon reaching one year but before reaching five years

15 work days upon reaching five years but before reaching ten years

20 work days upon reaching ten years

One additional day for each year after ten years up to a maximum of 25 work days.

Section 2. Vacation leave is accrued on a monthly basis for the fiscal year. The vacation period is from July 1 through June 30. The Highway Superintendent, however, may grant vacation leave to an employee in advance. The Town may deduct the amount of any used, unearned vacation leave from the employee's final paycheck upon separation of employment.

Section 3. Vacation leave, as permitted by the staffing needs of the Department as determined by the Highway Superintendent, shall be scheduled in accordance with the request of employees based on seniority on a first come-first-serve basis. Employees requesting vacation time must provide at least three (3) days notice of their vacation request to the Superintendent for it to be considered. Vacation time will be approved as operations allow.

Section 4. No more than ten (10) vacation leave days may be carried over by an employee to the next fiscal year. •An employee seeking to carry over up to ten (10) days shall file a written request with the Town Administrator or Board of Selectmen. Carryover vacation not used by January 1 shall be forfeited, unless extraordinary circumstances generate a justification for an extension beyond January 1 as may be approved by the Town Administrator.

Section 5. The rate of vacation pay shall be the employee's base rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period. Vacation Pay is equivalent to a day of base pay earned as a full-time employee.

Section 6. Employees shall receive their vacation pay according to the regular payroll schedule.

ARTICLE 15

SICK LEAVE

Section 1. Regular full-time employees in pay status shall earn one (1) sick day per month.

Employees on a leave status, whether it be medical leave, personal leave, administrative leave, or injury leave, shall not accrue sick days.

Section 2. The amount of sick days earned shall be capped at 45 sick days.

Section 3. A sick day with pay shall consist of the number of hours of a regularly scheduled work day paid at the employee's base rate of pay.

Section 4. Employees may use paid sick leave when incapacitated from the performance of work by personal sickness, injury or exposure to contagious disease. Employees may use up to five (5) days of sick leave per year to attend to a spouse or child who is seriously ill and living in the employee's household.

Section 5. The Town may require an employee who has been absent from work due to sickness or a medical condition to provide a doctor's note verifying that the employee is medically able to perform the essential functions of the position if there is a reasonable basis to believe that the employee's illness or medical condition may jeopardize public safety, the safety of the employee(s) or the safety of the work environment.

Section 6. Upon an employee's death, resignation, retirement or permanent separation from the service of the Town, no monetary allowance or adjustment shall be made for earned, unused sick leave.

Section 7. Notification of illness shall be made to the Highway Superintendent, if possible, prior to starting time or as soon as practicable thereafter. The Highway Superintendent may require a physician's statement substantiating sickness, or may otherwise verify the employee's

reason for sick leave (1) upon returning to work after an absence of three (3) or more consecutive days of work; (2) upon returning to work if an employee uses a sick day the day before or the day after a schedule vacation day or days and the day before or day after the employee uses a personal day or days. The Superintendent may review the attendance of each employee. If in the course of reviewing an employee's attendance the Superintendent determines that there are attendance issues with respect to an employee such as abuse of sick leave, the employee shall be so notified in writing. Where an employee has been notified that his sick leave record has established a pattern of abuse or has been excessive, subsequent sick leave abuses may be a basis for discipline up to and including termination.

Section 8. If a member of the bargaining unit uses less than three (3) sick days in a fiscal year, the member shall receive one (1) additional personal day in the next fiscal year.

ARTICLE 16

PERSONAL LEAVE

Section 1. At the beginning of each fiscal year, regular full-time employees covered by the terms of this contract shall be granted three (3) days of personal leave. Personal leave shall not be accumulated from year to-year.

Section 2. Personal leave may be granted in minimum increments of one-half of a work day by the Highway Superintendent.

Section 3. Employees requesting personal time must provide at least three (3) days notice of their request to the Superintendent for it to be considered. Personal time will be approved as operations allow.

Section 4. Personal leave may be used for the observance of religious holidays, special events or occasions, when personal business must be conducted during regular work hours and in cases of emergency.

Section 5. Upon an employee's death, resignation, retirement or permanent separation from the service of the Town, no monetary allowance or adjustment shall be made for unused personal leave.

ARTICLE 17

BEREAVEMENT LEAVE

Section 1. All regular full-time employees covered by the terms of this contract shall be permitted up to three (3) consecutive days of paid leave per death to attend the funeral of any member of his or her immediate family. Immediate family is defined as a spouse/partner, child, grandchild, mother, father, brother, sister, mother-in-law, father-in-law, or grandparent.

ARTICLE 18

MILITARY LEAVE

Section 1. The Town will comply with all relevant laws regarding military leave.

Section 2. The Town shall pay an employee on military leave either (1) the difference between any pay received for such military duty and the employee's regular hours and base rate of pay or (2) the pay rate prescribed by law, whichever is greater. The parties understand that this provision does not impose an obligation on the Town to pay an employee on military leave for greater than seventeen days, or as otherwise prescribed by law.

ARTICLE 19

JURY LEAVE

Section 1. An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's regular straight time wages.

Section 2. Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's regular straight time rate.

Section 3. An employee seeking compensation in accordance with this section shall notify the Highway Superintendent after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

ARTICLE 20

HEALTH INSURANCE

Section 1. Any full time employee, or part-time employee regularly scheduled to work at least twenty (20) hours per week, is eligible to participate in the Town's Health Insurance Program.

Section 2. The Town shall contribute 90% of the cost of an employee subscriber's monthly HMO premium and the employee shall contribute the remaining 10% of the monthly premium.

Section 3. The Town shall provide COBRA benefits, as required by law.

ARTICLE 21

DISABILITY PLAN

Section 1. The Town shall continue to provide a group disability plan to all full time employees, subject to availability and funding at Town Meeting.

ARTICLE 22

PERSONNEL RECORDS

Section 1. The Town shall maintain a personnel file for all employees covered by this Agreement.

Section 2. An employee shall have the right to place a written reply in his/her file to all performance reviews, complaints, reprimands or any other material derogatory or disciplinary in nature and have it attached to said material. Employees will be shown all material to review and sign it prior to it being placed in the file. The purpose of the signature is not to imply acceptance, but merely indicates that the information has been shared.

Section 3. The Town shall permit an employee, by appointment, to inspect and make copies of the contents of his or her own personnel file, in accordance with the procedure established by Section 52C of Chapter 149 of the General Laws of Massachusetts.

ARTICLE 23

CALLBACKS

There is a four (4) hour call back minimum and employee must work for the full four (4) hour period if the Superintendent determines that there is work that the employee is capable of performing that needs to be done (this includes work in a lower job description).

ARTICLE 24

TRAVEL AND OTHER EXPENSES

Section 1. Employees who use their own vehicles for travel in the performance of their official duties, when authorized by the Highway Superintendent, shall be reimbursed for this use at a rate prescribed by the Internal Revenue Service.

Section 2. Parking fees and tolls shall also be reimbursed upon submission of receipts showing expenses incurred.

ARTICLE 24A

CLOTHING AND BOOT ALLOWANCE

The Town will provide each bargaining unit member an allowance of Eight Hundred Dollars (\$800) per fiscal year for work clothes and work boots. The allowance will be payable through a reimbursement system or voucher system, at the employee's election.

Reimbursements shall be payable as soon as practicable after the employee submits a receipt evidencing the purchase. Such receipts must be submitted no later than June 1 for expenditures within that fiscal year.

ARTICLE 25

WAGES

Section 1. Employees shall be compensated as follows:

Year One - from July 1, 2015 through June 30, 2016 (FY16) plus 1.5%*

<i>Position</i>	<i>Hourly Rate</i>	<i>Annual Wage</i>
<i>Foreman</i>	\$20.46	\$42,884.16
<i>Mechanic</i>	\$19.90	\$41,710.40
<i>Equipment Operator</i>	\$19.44	\$40,746.24
<i>Truck Driver/Laborer</i>	\$18.09	\$37,916.64 ¹

Year Two - from July 1, 2016 through June 30, 2017 (FY17) plus 1.5%*

<i>Position</i>	<i>Hourly Rate</i>	<i>Annual Wage</i>
<i>Foreman</i>	\$20.77	\$43,361.29
<i>Mechanic</i>	\$20.20	\$42,174.47
<i>Equipment Operator</i>	\$19.73	\$41,199.58
<i>Truck Driver/Laborer</i>	\$18.36	\$38,338.50

ARTICLE 25A

DIRECT DEPOSIT

Effective July 1, 2015, or on such later date as may be determined by the Town, as a condition of employment, all employee wage payments shall be electronically forwarded by the Town directly to a bank account or financial institution designated by the employee for receipt and employees will no longer receive wage payments by check.

*Arithmetic subject to verification by the Town and the Union. (Wages are governed exclusively by the hourly rate. The annual rate is illustrative only.)

¹ The parties agreed to amend the wage scale by changing "Truck Driver/Laborer 2" to "Truck Driver/Laborer" with a rate of \$17.82/hour for FY15.

The duly authorized representatives of the Town of Ashby, the public employer, and the Union for the employees of the bargaining unit described herein hereby execute this Agreement on behalf of the Town and the Employees this _____ day of _____, 2016.

TOWN OF ASHBY

Janet L. Thurston

TEAMSTERS LOCAL 170

S. Foley Business Agent
DATE 2-29-16

RATIFIED:

[Signature]
Mike McCallum

RATIFIED:

Authorization Vote by Board of Selectmen on this _____ day of _____, 2016.

Approved as to legal form:

Sharon Siegel

DATE: 4-25-14

ATTACHMENTS

HIGHWAY JOB DESCRIPTIONS

HIGHWAY FOREMAN

Position Purpose:

The purpose of this position is to provide direct in-field supervision of employees working on all phases of construction, maintenance and repair operations and programs of the Highway Department; all other related work as required. The Foreman is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

Supervision:

Supervision Scope: Performs duties of a responsible and varied nature requiring independent judgment in the assignment of personnel and work priorities within departmental guidelines, as well as in the operation and maintenance of a variety of equipment.

Supervision Received: Works under the direction of the Highway Superintendent, receiving general instructions regarding department projects and their schedules. The position is subject to review and evaluation according to the Town's personnel policies.

Supervision Given: Supervises four full-time and on occasion, additional part-time employees, assigning tasks and providing instructions, training new employees in proper work procedures, evaluating work performance, and making recommendations to the Superintendent pertaining to performance reviews and disciplinary actions. Supervises contractors in the absence of the Highway Superintendent.

Job Environment:

Majority of work is performed outdoors with exposure to extremes of heat and cold temperatures and inclement weather. Subject to the hazards associated with work sites. Work environment is very loud. Administrative work is performed in an office environment when covering for the Superintendent. May be required to work on weekends and may be contacted at home at any time to respond to important situations and emergencies.

Regularly operates heavy trucks, heavy equipment, hand/power/pneumatic tools, a computer, telephones, and standard office machines.

Interacts frequently with other town departments/boards/committees, contractors working for the department, equipment vendors, and other DPW divisions; makes occasional contacts with the general public. Communicates in person, by telephone and via standard correspondence. Contacts require some persuasiveness to influence the behavior of others.

Has limited access to department-related confidential information including personnel records.

Errors in judgment may result in significant time loss and delay, cause damage to buildings and/or equipment, result in serious personal injury/injury to others, and have monetary and legal repercussions.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statement of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Acts as leader and supervisor for small crews engaged in road maintenance and repair projects. Examples of projects include the following: constructing and repairing roads, manholes, catch basins, and drainage systems; laying pipe; grading and hot topping roads; installing/repairing signs and guard rails; cutting brush; mowing and planting grass; repairing damaged guardrails and signs.

In the absence of the Superintendent supervises snow and ice control operations to include spreading salt, plowing, hiring/directing contractors, and maintaining inventory of sand/salt.

In the absence of the Superintendent ensures that all equipment is ready for operation at all times, reports on damage and non-functioning of parts and equipment, ensures that normal servicing of equipment is performed properly and advises the Mechanic accordingly. Operates motor vehicles and equipment necessary for completion of projects. Submits bills and payroll warrants to Accounting for processing.

Performs labor incidental to the work of operating equipment, mounts snowplows or other laboring tasks when required.

Regular attendance and punctuality at the workplace is required.

Must be enrolled in the Town's Drug and Alcohol program required by the Department of Transportation.

Performs similar or related work as required, directed or as situation dictates.

Recommended Minimum Qualifications:

Education, Training and Experience:

High school education or OED; five years of experience in public works construction and maintenance including heavy equipment motor vehicle operation; field supervision experience helpful; or any equivalent combination of education and experience,

Special Requirements:

Possession of a valid C.D.L. Class B.

Possession of a valid Hoisting Engineer's license with a 2A endorsement.

Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of division operations. Considerable knowledge of the materials, methods and techniques relative to road construction and maintenance. Knowledge of field safety.

Ability: Ability to participate in and supervise workers operating light, heavy, and special motor equipment. Ability to supervise highway construction projects from general plans and instructions given and to determine the proper amounts of various materials, tools, and equipment needed. Ability to make minor repairs and adjustments to equipment operated. Ability to read engineering plans and blueprints. Ability to communicate effectively verbally with supervisor and subordinates.

Skill: Skill in operating above-mentioned equipment.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Spends the majority of the day standing and/or walking. Performs heavy physical labor. Stoops, kneels, crouches, and/or crawls. Frequently lifts and/or moves objects weighing up to 100 pounds such as tools, equipment, supplies, etc. Must be able to access all levels of a construction site/building/structure, traverse uneven terrain, climb a ladder, and enter and exit from vehicles. Manually operates all department vehicles, tools and equipment as well as office equipment. Communicates verbally and in writing.

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)

HIGHWAY TRUCK DRIVE/LABORER

Position Purpose:

The purpose of this position is to drive a highway truck, operate heavy motor equipment and perform heavy manual work for all road construction, maintenance and repair projects; all other related work as required.

Supervision:

Supervision Scope: Functions are generally well defined and limited in scope but may involve judgment and initiative in safely operating a variety of equipment and determining method of completion.

Supervision Received: Works under the general supervision of the Highway Foreman referring all questionable cases and problems to the foreman. The position is subject to review and evaluation according to the Town's personnel policies.

Supervision Given: None.

Job Environment:

Majority of work is performed outdoors with exposure to extremes of heat and cold temperatures and inclement weather. Subject to the hazards associated with construction sites and working with/around vehicles and tools. Work environment is may be loud.

Regularly operates heavy/light trucks, heavy equipment and hand/power/pneumatic tools.

Interacts frequently with other highway personnel and contractors working for the department; makes occasional contacts with the general public. Communicates in person and by telephone; contacts involve an information exchange dialogue.

Has no access to confidential information.

Errors in judgment may result in significant time loss and delay, cause damage to equipment or buildings, result in serious personal injury/injury to others, and have monetary and legal repercussions.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Assists with road maintenance and repair projects by performing manual work and operating highway equipment. Examples of projects include the following: constructing and repairing roads, manholes, catch basins and drainage systems; applying pavement markings and paint;

shoveling, raking, dumping, spreading, grading, and rolling of asphalt, gravel, stone, and any other material for roads and sidewalks; cutting and chipping brush and trees; removing brush and leaves; mowing the roadside; repairing damaged guardrails, signs; plowing snow, sanding and salting roads; repairing damaged guardrails, and signs; and other maintenance, care, upkeep, repair, marking and beautification projects of roads and other town property.

Operates equipment of high complexity including trucks, rollers and attachments; Operates vehicles providing roadway snow removal and sanding.

Performs limited mechanical work; operates all hand tools needed to perform labor tasks; mounts snowplows; maintains snow emergency equipment. Is responsible for keeping vehicles and equipment clean, both inside and out.

Assists other Highway staff as required.

Regular attendance and punctuality at the workplace is required.

Must be enrolled in the Town's Drug and Alcohol program required by the Department of Transportation.

Performs similar or related work as required, directed or as situation dictates. May be required to operate a power grader, front-end loader, backhoe or similar equipment on occasion, but not as a primary job duty.

Recommended Minimum Qualifications:

Education, Training and Experience:

High school education or G.E.D.; two years of road maintenance experience including heavy equipment motor vehicle operation; mechanical repair experience highly desirable; or any equivalent combination of education and experience.

Special Requirements:

Possession of a valid C.D.L. Class B.

Possession of a valid Hoisting Engineer's license with a 2B endorsement, at a minimum.

Knowledge, Ability and Skill:

Knowledge: Thorough working knowledge of highway equipment operation. Working knowledge of fundamental construction and maintenance procedures. Knowledge of field safety.

Ability: Ability to perform heavy manual labor under varying weather conditions. Ability to follow detailed oral and written instructions given by supervisor, Ability to communicate effectively verbally with supervisor. Ability to follow proper methods, procedures and safety precautions.

Skill: Skill in operating above mentioned equipment.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Spends the majority of the day standing/walking, or operating equipment. Performs heavy physical labor. Stoops, kneels, crouches, and/or crawls. Frequently lifts and/or moves objects weighing up to 100 pounds such as tools, equipment, supplies, etc. Must be able to access all levels of a construction site/building/structure, traverse uneven terrain, climb a ladder, and enter and exit from vehicles. Manually operates all department vehicles, tools, and equipment. Communicates verbally.

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)

HIGHWAY MECHANIC

Position Purpose:

The purpose of this position is to perform maintenance and repairs on, and operate, heavy motor equipment and perform heavy manual work for all Highway Department road construction, maintenance and repair projects; all other related work as required. The Highway Mechanic is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

Supervision:

Supervision Scope: Functions are generally well defined and limited in scope but may involve judgment and initiative in safely repairing, maintaining and operating a variety of equipment and determining method of completion.

Supervision Received: Works under the general supervision of the Highway Foreman, referring all questionable cases and problems to the Foreman. The position is subject to review and evaluation according to the Town's personnel policies.

Supervision Given: None.

Job Environment:

Majority of work is performed indoors with exposure to extremes of heat and cold temperatures and inclement weather while working outdoors as needed. Subject to the hazards associated with work sites and working with/around vehicles and tools. Work environment is very loud.

Regularly operates heavy/light trucks, heavy equipment, and hand/power/pneumatic tools, and telephone.

Interacts frequently with other Highway employees and contractors working for the department; makes occasional contacts with the general public. Communicates in person and by telephone; contacts involve an information exchange dialogue.

Has no access to confidential information.

Errors in judgment may result in significant time loss and delay, cause damage to buildings and/or equipment, result in serious personal injury/injury to others, and have monetary and legal repercussions.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Repairs and maintains all trucks > equipment and motor vehicles used in the maintenance of roads. Tunes motors, adjusts brakes, repairs electrical systems and performs preventive maintenance on vehicles such as backhoes, loaders, graders, and trucks. Maintains and repairs hand tools, chainsaws, mowers, chippers, equipment mounted on trucks, and related equipment.

Performs welding (Arc and Mig, also gas and plasma cutting), grinding, and sharpening for equipment; welds and fabricates specialized parts; mounts snowplows; maintains snow emergency equipment. Orders garage supplies and makes minor building repairs as needed. Responsible for keeping equipment clean, both inside and out.

Implements a program of preventive maintenance for all vehicles. Insures that all vehicles are in the best possible operating condition through a regular scheduling of inspection, lubrication, oil change and road testing.

Instructs highway drivers and operators as to the proper care, maintenance and operation of vehicles in accordance with manufacturer's instructions and Massachusetts Registry of Motor Vehicles laws and regulations.

Recommends removing operators from active service with respect to the mechanical dependability of vehicles.

Maintains active files on all departmental vehicles indicating vehicle descriptive data, repairs and service performed, repair costs, out of service time and recommended replacement data.

Works as a truck driver/laborer during snow removal, sanding operations and as otherwise needed. Operates loader and backhoe when needed. Assists with road maintenance and repair projects by performing manual work and operating departmental equipment. Examples of projects include the following: constructing and repairing roads, manholes, catch basins and drainage systems; applying pavement markings and paint; raking, dumping, spreading, grading,

shoveling and rolling of asphalt, gravel, stone, and any other material for roads and cutting and chipping brush and trees; removing brush and leaves; mowing the roadside; repairing damaged guardrails, signs; plowing snow and sanding and salting streets; repairing damaged guardrails, and signs; and other maintenance, care, upkeep, repair, marking and beautification projects of roads and other town property.

Operates heavy and light equipment of high complexity; operates power grader, front end loader, backhoe, rollers, road sweeper, etc. Operates vehicles providing roadway snow removal and sanding.

Regular attendance and punctuality at the workplace is required.

Must be enrolled in the Town's Drug and Alcohol program required by the Department of Transportation.

Performs similar or related work as required) directed or as situation dictates.

Recommended Minimum Qualifications:

Education, Training and Experience:

High school education; two years of public works construction and maintenance experience including heavy equipment motor vehicle operation; mechanical repair experience highly desirable; or any equivalent combination of education and experience.

Social Requirements:

Possession of a valid C.D.L. Class B with general and air brake endorsements.
Possession of a valid Hoisting Engineer's license with a 2B endorsement, at a minimum.

Knowledge, Ability and Skill:

Knowledge: Thorough working knowledge of public works equipment operation. Working knowledge of fundamental construction and maintenance procedures. Knowledge of field safety.

Ability: Ability to perform heavy manual labor under varying weather conditions. Ability to follow detailed oral and written instructions given by supervisor. Ability to communicate effectively verbally with supervisor. Ability to follow proper methods, procedures and safety precautions.

Skill: Skill in operating above mentioned equipment. Mechanical repair skills highly desirable.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Spends the majority of the day standing/walking or operating equipment. Performs heavy physical labor. Stoops, kneels, crouches, and/or crawls. Frequently lifts and/or moves

objects weighing up to 100 pounds such as tools, equipment, supplies, etc. Must be able to access all levels of a construction site/building/structure, traverse uneven terrain, climb a ladder, and enter and exit from vehicles. Manually operates all department vehicles, tools, and equipment. Communicates verbally.

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)

HIGHWAY EQUIPMENT OPERATOR/TRUCK DRIVER/LABORER

Position Purpose:

The purpose of this position is to operate heavy motor equipment and perform heavy manual work for all Highway Department road construction, maintenance and repair projects; all other related work as required. The Heavy Equipment Operator/Truck Driver/Laborer is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

Supervision:

Supervision Scope: Functions are generally well defined and limited in scope but may involve judgment and initiative in safely operating a variety of equipment and determining method of completion.

Supervision Received: Works under the general supervision of the Highway Foreman, referring all questionable cases and problems to the Foreman. The position is subject to review and evaluation according to the Town's personnel policies.

Supervision Given: Anyone within the operational impact area of the equipment being operated (for example, a "trench man" laborer).

Job Environment:

Majority of work is performed outdoors with exposure to extremes of heat and cold temperatures and inclement weather. Subject to the hazards associated with road work sites and working with/around vehicles and tools. Work environment is very loud.

Regularly operates heavy/light trucks, heavy equipment, and hand/power/pneumatic tools, and telephone.

Interacts frequently with other Highway employees and contractors working for the department; makes occasional contacts with the general public. Communicates in person and by telephone; contacts involve an information exchange dialogue.

Has no access to confidential information.

Errors in judgment may result in significant time loss and delay, cause damage to buildings and/or equipment, result in serious personal injury/injury to others, and have monetary and legal repercussions.

Essential Functions:

(The essential functions or duties are intended only as illustrations of the various types of work that may be performed. The omission of specific statement of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Assists with road maintenance and repair projects by performing manual work and operating departmental equipment. Examples of projects include the following: constructing and repairing roads, manholes, catch basins and drainage systems; applying pavement markings and paint; raking, dumping, spreading, grading, and rolling of asphalt, gravel, stone, and any other material for roads; cutting and chipping brush and trees; removing brush and leaves; mowing the roadside; repairing damaged guardrails, signs; plowing snow and sanding and salting roads; repairing damaged guardrails, and signs; and other maintenance, care, upkeep, repair, marking and beautification projects of roads and other town property.

Operates heavy and light equipment of high complexity; operates power grader, front-end loader, backhoe, all attachments, rollers, etc. Operates trucks and attachments and vehicles providing roadway snow removal and sanding.

Maintains and repairs division equipment and motor vehicles used in the maintenance of streets. Tunes motors, adjusts brakes) repairs electrical systems and performs preventive maintenance. Maintains and repairs hand tools, chainsaws, mowers, chippers, and related equipment.

Performs limited mechanical work including greasing of equipment when needed; operates all hand tools needed to perform labor tasks; mounts snowplows; helps maintain snow emergency equipment. Responsible for keeping equipment clean inside and out.

Regular attendance and punctuality at the workplace is required.

Must be enrolled in the Town's Drug and Alcohol program required by the Department of Transportation.

Performs similar or related work as required, directed or as situation dictates.

Recommended Minimum Qualifications:

Education, Training and Experience:

High school education or G.E.D.; two years of public works construction and maintenance experience including heavy equipment motor vehicle operation; mechanical repair experience highly desirable; or any equivalent combination of education and experience.

Special Requirements:

Possession of a valid C.D.L. Class B with general and airbrake endorsements. Possession of a valid Hoisting Engineer's license with a 2B endorsement, at a minimum.

Knowledge, Ability and Skill:

Knowledge: Thorough working knowledge of public works equipment operation. Working knowledge of fundamental construction and maintenance procedures. Knowledge of field safety.

Ability: Ability to perform heavy manual labor under varying weather conditions. Ability to follow detailed oral and written instructions given by supervisor. Ability to communicate effectively verbally with supervisor. Ability to follow proper methods, procedures and safety precautions.

Skill: Skill in operating above-mentioned equipment. Mechanical repair skills highly desirable.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Spends the majority of the day standing/walking or operating equipment. Performs heavy physical labor. Stoops, kneels, crouches, and/or crawls. Frequently lifts and/or moves objects weighing up to 100 pounds such as tools equipment, supplies, etc. Must be able to access all levels of a construction site/building/structure, traverse uneven terrain, climb a ladder and enter and exit from vehicles. Manually operates all department vehicles tools, and equipment. Communicates verbally.

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)