

Collective Bargaining Agreement

Between

Communication Workers of America

And

Hudson Light and Power Department

Union Contract

2018 - 2021

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COLLECTIVE BARGAINING AGREEMENT
Between
COMMUNICATION WORKERS OF AMERICA
And
HUDSON LIGHT AND POWER DEPARTMENT
2018 - 2021

This Agreement made and entered into this 12th day of March, 2018 between the Town of Hudson Light and Power Department (hereinafter referred to as the "Department") and the Communication Workers of America, AFL-CIO, (hereinafter referred to as the "Union").

WHEREAS, representatives of the Department and representatives of the Union have met and conferred in good faith concerning matters affecting the aforementioned Agreement and,

WHEREAS, the Department and Union Representatives reached agreement on the aforementioned Agreement and the Department representatives presented such Agreement to the Commissioners of the Department; and,

WHEREAS, the Commissioners of the Department approved such Agreement as submitted to them by the representatives of the Department and,

WHEREAS, the representatives of the Union presented such Agreement to the membership of the Union at a duly called meeting of the members of the Union held on or about, March 1, 2018 and,

WHEREAS, the members of the Union voted to accept the Agreement set forth below.

NOW THEREFORE, it is agreed between the Department and the Union as follows:

It is evident that:

WHEREAS, both Department and Union have a common interest in the successful operation of the Department, and,

WHEREAS, cooperation between Department and Union tends to develop a better working system which will result in more efficient operation and improve the relationship between Department, employee, and the public and,

WHEREAS, the public interest is conserved, hazard of life and property is reduced and standards of work are improved.

WHEREAS, these purposes can best be brought about by establishing satisfactory wage scales and working rules.

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, it is agreed as follows:

ARTICLE I
PERSONS COVERED BY THIS AGREEMENT

The Department hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for the following employees:

Outside Plant and Maintenance Employees including Power Plant Employees as certified in MCR3075.

ARTICLE II
DUES DEDUCTION

- SECTION 1. The Town shall deduct Union dues (as certified by the Union to the Town in writing) for each of its employees within the unit covered by this Agreement who, individually, in writing on the form set forth authorize such deductions. Dues shall be deducted once a week.
- SECTION 2. By the twentieth (20th) day of the succeeding month, the Town shall remit such deductions to the Treasurer of the Union together with a list of employees who have had said dues deducted.
- SECTION 3. 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 by the Employer for the purpose of complying with this article, or in reliance on any assignment furnished by the Employer.
- SECTION 4. The Employer will incur no liability for loss of dues money after the Union Treasurer receives said money from the Town Treasurer.
- SECTION 5. The Department agrees to make payroll deductions of Union dues and initiation fees or the equivalent thereof when authorized to do so by the employee on a form as set forth in Appendix "A" in an amount as certified to the Town by the Secretary-Treasurer of the Union and to pay over to the Secretary-Treasurer of the Union any amounts deducted.
- SECTION 6. Upon receipt of an individual written request on a payroll deduction authorization form (which is attached to and made part of the Agreement as Appendix A) agreed upon by the parties and signed by an employee covered by this contract, the Town Treasurer will deduct weekly from such employee's wages the amount specified in such request. The Town Treasurer will forward the amount deducted to the Secretary-Treasurer of the Union or his authorized agent. The request shall be for the term of two years from the effective date of the contract.
- SECTION 7. Payroll deductions will be made in weekly pay periods for properly executed deduction authorization forms received at the Department headquarters on or before the fifth day of the preceding month. However, the Department assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

- SECTION 8. Deductions shall be remitted to the Secretary-Treasurer of the Union not later than twenty (20) days after the end of the preceding month during which deductions were made.
- SECTION 9. The Department agrees to furnish the Secretary-Treasurer of the Union at the same time of remitting the dues deducted, a roster of all bargaining unit employees names, addresses, social security numbers, dues deducted and, if no deduction is made, the reasons for not making a deduction.
- SECTION 10. It is agreed that the payroll deduction for Union fees shall be in lieu of Union collection dues, assessments, and contributions on Department premises where work operations are being performed and while Union Representatives and/or the employees involved are on Department time.
- SECTION 11. An employee's authorization shall be automatically cancelled upon termination of employment. An employee's authorization shall be suspended upon leave of absence.
- SECTION 12. Upon return from leave of absence, the returning employee's deduction authorization shall be reinstated in accordance with the provisions of Section 2 of this Article.
- SECTION 13. Any change in the amount of monthly Union dues will be certified to the Department by the Secretary-Treasurer of the Communications Workers of America. A certificate which changes the contributions due the Union shall become effective the first day of the month following the date the Department receives such certification.

ARTICLE III - SENIORITY

- SECTION 1. "Department-wide seniority" shall be defined as the total period of an employee's continuous length of employment in all job classifications covered by this Agreement as set forth in Article IX.
- SECTION 2. "Job Classification Seniority" shall be defined as the total period of an employee's continuous length of employment in a particular job classification covered by this Agreement, as set forth in Article IX.
- SECTION 3. If layoffs become necessary among employees covered by this Agreement, the Department shall give ten (10) working days' notice to such employees before such employee shall be laid off. Such layoffs shall be in inverse order of an employee's Department-wide seniority in his job classification, except that the employee who had less than one year of job classification seniority shall be laid off first, in inverse order of their job classification seniority.

Then, the employee with the least Department-wide seniority in his job classification shall be laid off next and the layoff will proceed accordingly. The laid off employee shall have the option of bumping into an equal or lower job classification if he has more Department-wide seniority than an employee in the equal or lower classification

and, in the opinion of the Department, is capable of performing the required work. Any employee exercising this right to bump shall receive the wage for the job he occupies after bumping.

- SECTION 4. Employees who are laid off will retain their seniority on the records of the Department for a period of one year from the date of their layoff. In the event that recall becomes possible (before the Department hires new employees in any job classification where any employees are on layoff), recall for each job classification will be made in the reverse order of the layoff in that job classification. If an employee fails to reply to the letter advising him of recall (sent by Registered Mail to his most recent address listed in the Department records) within eight calendar days from the posting of the letter, the Department may consider his employment terminated. Employment may also be considered terminated if the Department is unable to recall an employee within one year of his layoff.
- SECTION 5. The Department shall submit a current seniority list of bargaining unit employees to the Union within sixty (60) days following the execution of this Agreement.
- SECTION 6. The Department may discharge without cause or layoff a probationary employee within 6 months of hire, unless extended by mutual Agreement by the Department and the Employee, without said discharge or layoff being subject to the Arbitration Provisions of this Agreement.

ARTICLE IV - GRIEVANCE/ARBITRATION

- SECTION 1. Disputes resulting from the interpretation of the Agreement or its application shall be settled in the foregoing manner; provided, however, that no grievance shall be honored unless the same is presented no sooner than one (1) working day and no later than ten (10) working days after the cause for grievance arises. Each grievance shall be signed by a Union representative and by the aggrieved employee or employees. All grievances shall be submitted on a form developed by the Union and Department (attached hereto). Grievances shall be processed as follows:
- (a) The written and signed statement of grievance shall be presented to the designated head of the Department to which the aggrieved employee is normally assigned.
- SECTION 2. The designated head of the Line Department or the designated head of the Power Plant to which the grievance is presented shall respond in writing and shall have five (5) working days in which to discuss and resolve the grievance with the representative of the Union.
- SECTION 3. If the grievance is not resolved in accordance with Section 2 immediately above, the grievance shall be referred in writing within ten (10) working days of the designated Section head's response, to the Manager of the Department by the Representative of the Union, and the Manager shall have ten (10) working days in which to make his decision with respect to the grievance.

Any agreement between the parties to waive the time period for the filing of a grievance or responding to a grievance shall be memorialized in writing by the party requesting the extension of time with a place for the requesting and granting parties to sign.

- SECTION 4. Any grievance not adjusted between the Manager and the Union as provided in SECTION 3 shall upon written request of either party within thirty (30) days after denial of a grievance be referred for determination to an Arbitrator selected by agreement of the parties. In the event the parties are unable to select an Arbitrator who is mutually acceptable within twenty (20) days after the written notice to arbitrate has been given, the Arbitrator shall be designated by the American Arbitration Association at the request of either party.
- SECTION 5. Each party to the Agreement shall bear the expenses of preparing and presenting its own case. The fee and expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties hereto.
- SECTION 6. The arbitrator's decision shall be final and binding upon the Department, the Union, and its members, except that either party may petition a court of competent jurisdiction for review of errors in law.
- SECTION 7. The Arbitrator shall not have the power to amend or add to this Agreement.
- SECTION 8. All times defined in this article can be extended by mutual agreement.

ARTICLE V - DISCIPLINE

- SECTION 1. No employee covered by this Agreement, with the exception of probationary employees, shall be disciplined as defined in this article except for just cause. With respect to probationary employees, the Union shall have the right to grieve but not arbitrate any such action.
- SECTION 2. The Department shall give the employee involved and the appropriate Union representative at least three (3) working days' notice prior to the effective date of any demotion.
- SECTION 3. The question of whether "just cause" exists for the discipline shall be subject to the grievance and arbitration procedure provided herein.
- SECTION 4. The Department Manager shall have the right to discharge an employee for just cause. Just cause for dismissal shall include but not be limited to that set out in the Department work rules (policies). It is the responsibility of the Manager to take appropriate disciplinary action.

Unless an offense is serious enough to warrant dismissal, the employee will be warned that repeated violation could lead to dismissal. The final warning should be in writing and made a part of the employee's personnel file.

Disciplinary measures will always be governed by a strong sense of fairness and equity as determined by the seriousness of the infraction and the employee's work record with the Department.

SECTION 5 - Disciplinary action shall mean:

1. Verbal warning appropriately documented
2. Final warning in writing
3. Disciplinary suspension, where appropriate
4. Demotion
5. Dismissal

ARTICLE VI - UNION REPRESENTATIVES

SECTION 1. Any one employee designated by the Union shall be granted at the Manager's discretion, which shall not be unreasonably denied, the reasonable and necessary time off to carry out the business of the Union pertaining to the Department, limited to contract negotiations and the grievance and arbitration provision. Such time off, if during normal working hours, shall be with pay and shall be considered as time worked for the purpose of determining wage increases and other benefits.

SECTION 2. Any one employee designated by the Union may, at the Manager's discretion, be granted the reasonable and necessary time off to attend educational activities sponsored by the Union. Such time off shall not be unreasonably denied and shall be without pay. Such time off shall not be considered as time worked for the purpose of determining overtime pursuant to Article XII and holiday pay pursuant to Article XIII but shall be considered as time worked for the purpose of determining wage increases and other benefits.

ARTICLE VII - VACATION

SECTION 1. Entitlement to Vacation:

- A. All permanent, full-time bargaining unit employees (non-exempt) are entitled to vacation with pay in accordance with Department Policy No. 7 Vacation or Annual Leave as summarized below in this Section. This new accrual process will begin in June of 2018.
- B. Vacation leave shall be accrued on a monthly basis according to the following schedule:
 1. For employees with less than five (5) years of service: 6.7 hours per month (80.4 hours per 12-month period).
 2. For employees with more than five (5) but less than ten (10) years of service: 10 hours per month (120 hours per 12-month period).
 3. For employees with more than ten (10) but less than twenty (20) years of service: 13.4 hours per month (160.8 hours per 12-month period).
 4. For employees with more than twenty (20) years of service: 16.7 hours per month (200.4 hours per 12-month period).
- C. Accrued vacation leave shall be posted on the books in the first week of the following month of work and shall be paid at the employee's straight time rate.
- D. New employees must work at least 15 days in order to receive an accrual for their first month of work. Paid vacation leave cannot be taken during the probationary period without special approval from the General Manager.

- E. Vacation leave will be granted according to schedules approved by the Department and insofar as possible seniority in the respective divisions.
- F. After April 1st, time selection for vacation leave will be on a first come first serve basis; however, the Department has the final decision in all vacation matters. A vacation may be taken any time during the calendar year subject to the judgment of the Department Supervisors. Supervisors shall only approve vacation leave if such approval does not adversely affect the ability of the Department to serve its customers. Calling in for vacation leave is discouraged and should only be granted with special approval and because of extenuating circumstances.
- G. Employees are encouraged to request scheduling of their vacation leave throughout the year to ensure continuous customer service during the popular vacation season.
- H. Vacation leave accrued will be paid in the event of separation for military service, voluntary resignation, retirement or in the event of a lay-off because of a reduction in force. A maximum of five weeks or 200 hours will be paid upon separation.
- I. Employees who retire on pension (officially submit retirement paperwork) with thirty (30) years or more of continuous service will receive an additional 60 hours of vacation time to be taken as time off or as a longevity payout; such payout will be limited to the provisions of paragraph G.
- J. Non-exempt employees may accrue one additional week (40 hours) over their normal 12-month period accrual as defined in paragraph A.
 - 1. For employees with less than five (5) years of service, the maximum balance on the books will be limited to 120.4 hours.
 - 2. For employees with more than five (5) but less than ten (10) years of service, the maximum balance on the books will be limited to 160 hours.
 - 3. For employees with more than ten (10) but less than twenty (20) years of service, the maximum balance on the books will be limited to 200.8 hours.
 - 4. For employees with more than twenty (20) years of service, the maximum balance on the books will be limited to 240.4 hours.
 - 5. Any accrual above the maximum limit shall be forfeited unless the reason for not using the annual leave was as directed by the Department in order to support the Department and customer needs (for example, major storm support). This evaluation and approval shall be completed by the General Manager.

SECTION 2. Time of Vacation:

Vacation will be granted according to schedules approved by the Department and insofar as possible seniority in the respective divisions (Line, Power Plant).

After April 1st, time selection will be on a first come/first serve basis, however, the Department has the final decision in all vacation matters. A vacation may be taken any time during the calendar year, subject to the judgment of the Department.

Calling in for vacation time shall not be allowed. All vacation must be approved in advance by the supervisor with at least a 36 hour notice.

In the case where the employee has an emergency circumstance and a 36 hour notice is not feasible, prior approval from the Supervisor shall be required. Such approval shall only be granted if it does not adversely affect the ability for the Department to serve its customers.

SECTION 3. Vacation Pay:

An employee will receive while on vacation, the same pay as he would have earned had he been at work, excluding overtime, standby pay, and shift differential. An employee may receive vacation pay in advance by giving the Department one week written notice. The employee will receive his vacation advance on the last pay day prior to his vacation. A terminated employee who has not taken a vacation to which he is eligible will be paid after being terminated an amount equal to his accrued vacation pay.

SECTION 4. Payment of Vacation Pay to Employees Who Are Laid Off, Discharged or Who Resign:

Employees who resign prior to completion of twelve months of continuous service will not be granted vacation pay. All other employees who separate from the Department will be paid their accrued vacation time.

Employees Who Are Laid Off Or Furloughed:

Employees who are laid off or furloughed prior to completion of two months of continuous service will not be granted vacation pay. All other employees who are laid off or furloughed will be paid for their accrued vacation time.

Employees Who Are Retired On Pension:

All employees who are retired on pension will be paid for their accrued vacation time in accordance with Department Policy No.7.

In all instances, employees who retire may receive pay in lieu of vacation within the limits described herein and in accordance with Department Policy No. 7.

SECTION 5. Deferred Vacations Because of Sickness, Accident, or Extended Regular Leave of Absence:

An employee who has not had his vacation because of sickness, accident or other approved absence is entitled to receive his vacation even though it extends into the following year as limited by Policy No 7.

If an employee becomes disabled as a result of sickness or accident prior to the commencement of his vacation and such disability extends into the scheduled vacation period, the vacation shall be postponed and another period assigned upon his recovery.

Employees shall not accrue vacation time while on worker's compensation or leave without pay. Employees shall accrue vacation time only when at work or on approved leave.

SECTION 6. Extended Time - Holidays: When a recognized holiday falls on an employee's scheduled work day during his vacation, such holiday is not be counted as part of the vacation and the vacation shall be extended to include another work day (8 hrs). Such extra days thus granted may be taken at a mutually agreeable time.

SECTION 7. 12-Hour Oiler -

- (a) For the term of this Agreement (2018-2021) only: the 12-Hour Oiler Vacation Procedure, as contained in Appendix D, shall be incorporated herein with the vacation accrual as detailed in Section 1 above.
- (b) It is the intent of the Department to retain the 12-hour Oiler shift throughout the term of this contract.

ARTICLE VIII - EDUCATIONAL REFUND POLICY

SECTION 1. The purpose of the Educational Refund Policy is to encourage self-improvement among employees through approved resident or correspondence courses in educational institutions of recognized standing.

SECTION 2. Eligibility: All regular employees covered by this Agreement are eligible for this assistance.

SECTION 3. Course Requirements: The course or courses must be in institutions approved by the Department and must be related to either the employee's present job or be such as to support his future growth in the Department. The Department will approve only the maximum number of credit hours that it feels the employee can carry without detriment to his health or job responsibilities.

SECTION 4. Performance Requirements: Refunds will be granted only when the employee has successfully completed the specified course or courses or an integral part thereof with a minimum of Grade C or equivalent.

SECTION 5. Amount of Refund: Within 30 days after presentation of receipted bills, the Department will refund tuition, registration, and other regular instruction fees. Refunds do not include cost of textbooks (unless textbooks are surrendered to the Department at the conclusion of the course), laboratory breakage fees, etc. Refunds shall be paid upon presentation of the appropriate form, properly completed.

SECTION 6. Employees that receive an educational refund or who had their tuition paid by the Department shall agree that, should the employee leave employment with the Town of Hudson Light and Power Department or cause to be dismissed within five years after completion of the educational program; the employee shall reimburse the Department for all refunds or tuition provided in accordance with the following schedule:

Years of Service	Payback Required:
<10	100%
>10	0%

This section of the policy shall not apply in layoffs or retirement situations.

SECTION 7. Commercial Driver's License (CDL)

- a). Employees are responsible to take all written tests related to the CDL on the employees own time and without pay, except for the first CDL-related driving test.

- b). The first driving test related to the CDL may be taken on the Department time and pay. Any subsequent driving test (s) taken due to not passing the prior test may be taken on Department time but without pay.
- c). Renewal of the CDL shall be done on the employees' personal time without pay.
- d). The Department shall reimburse the employee for the cost of the CDL, including cost of CDL renewal, and the required endorsements.
- e). In no case will the Department pay for any tests not passed by the employee.

ARTICLE IX - WAGE SCHEDULE

Employees will be eligible for performance-based (merit) Step increases provided that they are qualified and provided that a minimum of 1040 hours have been worked in the current Step. The term of each Step shall be six (6) months unless otherwise stated.

Step increases may be given sooner than indicated if the employee demonstrates to the satisfaction of his supervisors, that he had acquired the necessary knowledge and skills for salary advancement. Conversely promotions may not be granted if employee, by aptitude or attitude, has not acquired the knowledge, skills and satisfactory performance necessary for advancement.

WAGE SCHEDULE

TITLE	STEPS	Base	INCREASE			
			3.0% Mar-18 EFFECTIVE 1ST YEAR	3.00% Mar-19 EFFECTIVE 2ND YEAR	3.00% Mar-20 EFFECTIVE 3RD YEAR	
Head Lineman		\$49.07 /hr	\$50.54	\$52.06	53.62	
Crew Chief	Step 1	\$45.20 /hr	\$46.56	\$47.96	\$49.40	
	Step 2	\$47.81 /hr	\$49.24	\$50.72	\$52.24	
Class "A" Lineman	Step 1	\$41.94 /hr	\$43.20	\$44.50	\$45.84	
	Step 2	\$43.20 /hr	\$44.50	\$45.84	\$47.22	
	Step 3	\$44.48 /hr	\$45.81	\$47.18	\$48.60	
Meterman "A"	Step 1	\$35.35 /hr	\$36.41	\$37.50	\$38.63	
	Step 2	\$36.58 /hr	\$37.68	\$38.81	\$39.97	
	Step 3	\$37.75 /hr	\$38.88	\$40.05	\$41.25	
Class "B" Lineman	Step 1	\$35.65 /hr	\$36.72	\$37.82	\$38.95	
	Step 2	\$36.38 /hr	\$37.47	\$38.59	\$39.75	
	Step 3	\$37.11 /hr	\$38.22	\$39.37	\$40.55	
Class "C" Lineman & Meterman "B"	Step 1	\$32.44 /hr	\$33.41	\$34.41	\$35.44	
	Step 2	\$33.12 /hr	\$34.11	\$35.13	\$36.18	
	Step 3	\$33.78 /hr	\$34.79	\$35.83	\$36.90	
Meter Reader and Groundman NEW HIRES AFTER 3/91	Step 1	\$23.18 /hr	\$23.88	\$24.60	\$25.34	
	Step 2	\$24.67 /hr	\$25.41	\$26.17	\$26.96	
	Step 3	\$26.09 /hr	\$26.87	\$27.68	\$28.51	
	Step 4	\$27.55 /hr	\$28.38	\$29.23	\$30.11	
	Step 5	\$29.03 /hr	\$29.90	\$30.80	\$31.72	
Lineman Apprentice Trainee	Step 1	\$25.23 /hr	\$25.99	\$26.77	\$27.57	
	Step 2	\$26.64 /hr	\$27.44	\$28.26	\$29.11	
	Step 3	\$28.10 /hr	\$28.94	\$29.81	\$30.70	
	Step 4	\$29.53 /hr	\$30.42	\$31.33	\$32.27	
	Step 5	\$30.94 /hr	\$31.87	\$32.83	\$33.81	
Working Foreman	Step 1	\$42.55 /hr	\$43.83	\$45.14	\$46.49	
	Step 2	\$45.14 /hr	\$46.49	\$47.88	\$49.32	
Operator & Maint. Class "A" and Meterman Foreman	Step 1	\$39.07 /hr	\$40.24	\$41.45	\$42.69	
	Step 2	\$40.06 /hr	\$41.26	\$42.50	\$43.78	
	Step 3	\$41.06 /hr	\$42.29	\$43.56	\$44.87	
Maintenance Class "B"	Step 1	\$34.15 /hr	\$35.17	\$36.23	\$37.32	
	Step 2	\$35.57 /hr	\$36.64	\$37.74	\$38.87	
	Step 3	\$36.94 /hr	\$38.05	\$39.19	\$40.37	

WAGE SCHEDULE**(CONT.)**

TITLE	STEPS	Mar-17		INCREASE	INCREASE	INCREASE
				3.00%	3.00%	3.00%
				EFFECTIVE	EFFECTIVE	EFFECTIVE
				1ST YEAR	2ND YEAR	3RD YEAR
Oiler	Step 1	\$29.04	/hr	\$29.91	\$30.81	\$31.73
	Step 2	\$30.59	/hr	\$31.51	\$32.46	\$33.43
	Step 3	\$32.12	/hr	\$33.08	\$34.07	\$35.09
	Step 4	\$33.61	/hr	\$34.62	\$35.66	\$36.73
	Step 5	\$35.14	/hr	\$36.19	\$37.28	\$38.40
Maintenance Helper	Step 1	\$25.39	/hr	\$26.15	\$26.93	\$27.74
	Step 2	\$26.99	/hr	\$27.80	\$28.63	\$29.49
	Step 3	\$28.57	/hr	\$29.43	\$30.31	\$31.22
	Step 4	\$30.20	/hr	\$31.11	\$32.04	\$33.00
	Step 5	\$31.76	/hr	\$32.71	\$33.69	\$34.70
Apprentice	Step 1	\$25.23	/hr	\$25.99	\$26.77	\$27.57
	Step 2	\$26.64	/hr	\$27.44	\$28.26	\$29.11
	Step 3	\$28.10	/hr	\$28.94	\$29.81	\$30.70
	Step 4	\$29.53	/hr	\$30.42	\$31.33	\$32.27
	Step 5	\$30.94	/hr	\$31.87	\$32.83	\$33.81

12 HOUR SHIFT BASED ON TWO WEEK PAYMENT BASIS HOUR OVER 80 AT 1.5 TIME

12 Hour Oiler	Step 1	\$28.19	/hr	\$29.04	\$29.91	\$30.81
	Step 2	\$29.65	/hr	\$30.54	\$31.46	\$32.40
	Step 3	\$31.10	/hr	\$32.03	\$32.99	\$33.98
	Step 4	\$32.55	/hr	\$33.53	\$34.54	\$35.58
	Step 5	\$33.97	/hr	\$34.99	\$36.04	\$37.12

Shift Allowance:

Afternoon Shift: \$.00 per hour.
Swing Midnight Shift: \$.00 per hour.

The \$0.70 per hour Shift Allowance is eliminated effective March 10, 2003. There was a \$0.03 per hour adjustment applied to the wage schedule of the Operator/Meter Foreman and Day Oiler and there was a \$0.06 per hour adjustment applied to the wage schedule of the Maintenance Class "B", prior to the negotiated wage increases in 2003, to offset the elimination of shift allowance. The elimination of the shift allowance and the associated adjustments in pay are subject to re-institution of a shift allowance and roll back of the adjustment in a future contract due to changed circumstances, i.e.; re-powering of the generating station that requires institution of regular operating shifts to cover 7 days by 24 hours operation. The adjustment to the Meter Foreman will not be subject to future roll back.

STANDBY PAY FOR PATROL:

Duration of Contract commencing:
Monday, March 12, 2018 - Standby Pay \$9.59/hour (\$383.60/week).

STANDBY PAY FOR STATION:

Duration of Contract commencing:
Monday, March 12, 2018 - Standby Pay \$9.59/hour (\$383.60/week).

Holidays and vacations count for time worked.

Leaves of absence do not count for time worked.

Standby pay will be pro-rated on an hourly basis in order to comply with the Fair Labor Standards Act.

[Refer to Appendix "C" attached for the treatment of this Article as it applies to Oilers under the 12-Hour shift.]

Straw Boss pay:

When a Class "A" Lineman is assigned by Management to replace a Crew Chief for a minimum of a full week, then he will receive an increase in his hourly wage equal to the lesser of \$1.00/hour or the difference between his hourly wage and the bottom wage step of Crew Chief for the period of replacement.

The Straw Boss section is an experimental program and can be removed automatically at the end of the three years by notice from either the Union or the Department and the program will terminate after such notice.

ARTICLE X

TRAVEL TIME, TRAVEL CONDITIONS AND EXPENSES

SECTION 1. The Department will designate the place at which employees will report to work.

SECTION 2. Travel time spent by an employee on Department business between the time he reports for duty and the time when he completed his tour of duty shall be considered as working time. Employees while participating in educational programs shall receive their regular straight time pay. Employees required by the Manager to participate in daily educational

programs for which overnight travel or lodging is not necessary shall be eligible for overtime pay as set forth in Article XII, Section 3.

SECTION 3. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Department in traveling from one job assignment to another or from one Town to another shall be considered as time worked.

SECTION 4. Travel: If an employee is asked to use his own transportation for the convenience of the Department, he will receive reimbursement at the rate allowed by the Internal Revenue Service for income tax deduction purposes.

SECTION 5. Meals: Any employee excepting shift personnel assigned to power plant on their normal shift through a normal meal time will be reimbursed upon presentation of a meal slip.

The following are maximum:

Breakfast	\$ 7.00
Lunch	\$ 8.00
Dinner	\$11.50

SECTION 6. Meal times:

Breakfast	6:00 a.m. - 6:30 a.m.
Lunch	12:00 noon - 1:00 p.m.
Dinner	5:30 p.m. - 6:30 p.m.

If an employee is required to work during the above times and no meal is supplied by the Department, then compensation will be paid at the rates specified in this Agreement.

Time taken for meals will not be considered as time worked. Should the noon lunchtime be disrupted by more than one hour, the Department will compensate or furnish the employee lunch.

If, in the Manager's discretion, it is best to supply the above meals, no compensation will be allowed.

No alcohol will be allowed during working hours.

Meal allowance will be paid at the full amount as stated above with meal ticket signed by employee and his supervisor if actually working during the total periods defined above. No meal slip required from restaurants.

SECTION 7. Lodging: The Department will pay actual costs and ask each employee needing the use of overnight lodging to use common sense in choosing accommodations.

ARTICLE XI - LENGTH OF TOURS

SECTION 1. Linemen	- 7:00 a.m. - 4:00 p.m.
Maintenance Personnel	- 7:00 a.m. - 4:00 p.m.
Meter Department Personnel	- 7:30 a.m. - 4:30 p.m.
Operators & 8 Hr. Oilers	- 8:00 a.m. - 4:00 p.m.
	- 4:00 p.m. - 12:00 a.m.
	- 12:00 a.m. - 8:00 a.m.

Swing Shift - Any of the above hours.

12-Hr. Oilers - 7:00 a.m. - 7:00 p.m.
- 7:00 p.m. - 7:00 a.m.

Employees working in the field will be allowed to stop for no more than five (5) minutes to purchase coffee and/or soft drinks; once in the A.M. and once in the P.M. It is understood that this stop should be as quick as practical with no socializing. Stopping for any other reason shall not be allowed. The Department reserves the right to revoke this privilege at any time if it is abused.

SECTION 2. Line Crews assigned to work at the outlying areas of the system may be required to take a 20 minute paid lunch on the job site during their 8 hour tour of duty. The Department agrees to notify employees affected by the end of the preceding scheduled working day.

SECTION 3. Relief Periods: Two (2) - Ten (10) minute relief periods, normally at 9:00 a.m. to 9:10 a.m. and 2:20 p.m. to 2:30 p.m. except in the case of emergencies.

Refer to Appendix "C" attached for the treatment of this Article as it applies to Oilers under the 12-hour shift.

ARTICLE XII - OVERTIME

SECTION 1. Work performed in excess of forty (40) hours in any one week will be paid for at the rate of time and one-half. "See Wage Schedule attached hereto as an addendum to this Agreement".

SECTION 2. (a) Non-Callmen required to work on any holiday shall be paid eight (8) hours at straight time for holiday benefit plus his regular pay at time and one-half for the hours worked on the holiday.

(b) Callmen required to standby on any holiday shall be paid eight (8) hours pay at straight time for holiday benefit plus 8 hours pay at straight time for holiday standby.

(c) In addition to the eight (8) hours of holiday pay and eight (8) hours standby pay, in the event the Callman is required to work on a holiday, and if:

(i) the Callman is called in to work during his regularly scheduled shift hours, he will receive compensation at the rate of one-half his regular hourly rate for the hours actually worked.

(ii) the Callman is called in to work outside his regularly scheduled shift hours, he will receive compensation at the applicable rate as defined in Section 1, 3, or 4 of Article XII.

SECTION 3. If an employee is required to work after completing 8 hours work, such work shall be paid for at time and one-half.

(a) Employees working sixteen continuous hours, without an eight hour break before returning to work, shall be paid at time and one-half for hours worked the following day that would have been paid at straight time.

SECTION 4. (a) All trouble calls occurring between 12:00 midnight and the employees normal day's start time will be paid at the rate of double time. Any call of less than two hours duration during this period will carry a minimum of two hours at double time. All other periods of call out shall be at time and one half and any call of less than two hours will carry a minimum of two hours.

(b) If an employee is called in prior to 12:00 midnight and is held over less than two hours, he or she shall receive time and a half for the minimum call out period of two hours; provided however, should the employee work beyond midnight, he or she shall be paid time and a half for the hours actually worked before midnight and double time for hours actually worked after midnight (fill out time to make the minimum call shall be at double time).

If an employee is called in prior his/her normal start time, the employee will be paid double time for a minimum call out period of two hours; provided however, if the employee works into his or her normal tour of duty the employee shall be paid at his/her normal rate of pay for all hours actually worked during the normal tour of duty. If the minimum call-out period does not apply, all hours actually worked during the hours of 12:00 midnight to his/her normal morning start time shall be paid at the rate of double time.

(c) A trouble man who responds to and completes a trouble call prior to his normal scheduled start time, shall be paid for the minimum call at double time provided the call is completed allowing the trouble man to punch out, have breakfast and return to work.

SECTION 5. All other hours worked will be paid for at the above applicable wages.

SECTION 6. In computing overtime, holidays will be computed as time worked.

SECTION 7. Vacations will be computed as time worked.

SECTION 8. In computing overtime, sick leave will be computed as time worked.

SECTION 9. Overtime payment for call person to begin when he receives the telephone call requiring him to report to work, but shall not exceed fifteen (15) minutes prior to punching in. In cases when special circumstances arise, this period can be extended by mutual agreement. This section does not apply during the work week lunch break.

SECTION 10. An employee called in while on lunch break is not eligible for on-call pay, but such work shall be subject to the Overtime Article.

SECTION 11. Compensatory Time:

(a) Employees' participation in this section shall be voluntary and not required.

(b) Once an employee elects to participate in this section and thereby creates compensatory time, he or she cannot revoke his or her election of the compensatory time, once such time has been converted into compensatory time.

(c) Employees cannot accumulate more than thirty-six (36) hours of compensatory time per year. The hours 25 to 36 are subject to approval by Management on a case by case basis depending on the work load at the time.

- (d) Employees cannot carry forward from one year to the next compensatory time. Compensatory time must be used in each calendar year.
- (e) Compensatory time cannot be exercised before or after a holiday.
- (f) Compensatory time must be used in no less than one hour increments.
- (g) The use of compensatory time cannot be the cause of additional overtime.
- (h) Compensatory time is to be scheduled at the sole discretion of the department.
- (i) Oilers who work on the twelve (12) hour shift can only exercise compensatory days on the day and not the night shift.
- (j) Compensatory time may only be reserved in one hour minimum increments.

SECTION 12. Metermen may be given the opportunity by the Department to respond to after hour calls to perform meter work normally performed by them during their regular work week, provided however, the Department retains the right to assign the work to a lineman, at its discretion. [Refer to Appendix "C" attached for the treatment of this Article as it applies to Oilers under the 12-hour shift.]

ARTICLE XIII - HOLIDAYS

SECTION 1. All full time hourly paid employees, whose wages and conditions of employment are covered by this Agreement, will receive compensation of eight (8) hours pay at their regular straight-time basic hourly rate for twelve (12) holidays each calendar year.

SECTION 2. The term "holiday", as used in this Section, includes the following and would be the day celebrated by the Commonwealth of Massachusetts:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Personal Day

SECTION 3. The employee will receive holiday pay for the above days provided that he shall have worked a full day upon his regular scheduled working day preceding and succeeding such holiday. If an employee is on sick leave, he will not receive holiday pay. However, if the holiday falls on a regular scheduled work day he will receive compensation for the day from his accumulated sick leave benefits. Any employee scheduled to work on any of the above holidays shall be paid eight hours straight time for the holiday benefit plus his regular pay at time and one half for the hours worked on the holiday. A grace period of two (2) hour will be granted before and after a holiday if an employee has to go to the doctor. A doctor's notice confirming the appointment took place is required.

SECTION 4. If a holiday falls on a Sunday, the Monday following shall be considered as the legal holiday.

SECTION 5. If a holiday falls on Saturday, the preceding Friday shall be considered as the legal holiday.

SECTION 6. Employees shall be granted an eight (8) hour Personal Floating Holiday in January each year to be banked as part of vacation time as detailed in Policy No. 7. New employees shall have the Floating Personal Holiday prorated (number of days between start date and January 1st divided by 365 multiplied by 8 hours).

ARTICLE XIV
MILITARY LEAVE, BEREAVEMENT LEAVE, JURY DUTY LEAVE,
BLOOD BANK PROVISION, EDUCATIONAL LEAVE, CLOTHING ALLOWANCE

SECTION 1. Military Leave: Any employee ordered to military leave shall be granted a leave of absence, without pay, for such period of time as he may be required for such duty. Upon his return from such service, if he is eligible for re-employment under the terms of the Universal Military Training and Selective Service Act, he shall be credited for all purposes for all time spent in such military service. If such leave is for a period exceeding two (2) months, his current vacation shall be prorated, with credit for any portion of the current vacation year during which he was on the employer's active payroll. For all other purposes under this Agreement, his period of service with the armed forces shall be included in determining his seniority as required by law.* Any employee who is a member of a military reserve component and has a mandatory training obligation shall be granted five (5) days (40 hrs) leave each calendar year. In the event any employee is ordered to short tours of duty greater than 5 days to a maximum of ten (10) days and the employee under the provisions of Article VII is entitled to two (2) weeks (80 hrs) vacation or less, then such employee shall be granted five (5) days (40 hrs) additional leave each calendar year. The employer will pay to the employee, the difference, if any, between his military pay and base pay which he would have received if he had continued within the service of the employer for such period of leave.

* Subject to Chapter 149, Section 52A

SECTION 2. Bereavement Leave:

- a) Each regular employee, in the event death occurs in his/her immediate family, will be entitled to three (3) days leave with pay.
- b) Immediate family is hereby defined as consisting of Father, Mother, Brother, Sister, Wife, Husband, Children, Father-in-law, and Mother-in-law, Step-Parents, and Stepchildren. Grandparents residing in the household will also be considered immediate family.
- c) Each employee in the event death occurs to the employee's Grandfather, Grandmother, Grandchild, Brother-in-law, or Sister-in-law, or a relative who is a resident of the immediate household will be entitled to one (1) day's leave with pay.
- d) All bereavement leave must be taken within one week of the death or the funeral.

e) The Department reserves the right to require proof of the death.

In the event that any employee elects to take additional time for funerals said time may be taken from annual vacation allowance. In the event of death in any employee's family after the current annual vacation allowance has been exhausted, an employee with three years' service may draw on his next year's vacation.

SECTION 3. Jury Duty Leave (subject to the Massachusetts Jury Duty Statute):

Any employee who serves on a jury will be compensated the difference between his regular weekly wages and the jury duty allowance. This policy is to see that all employees who serve on jury duty are compensated their usual regular straight time salary.

SECTION 4. Blood bank provision: any employee giving blood will be given up to two hours off annually for donating blood. The employee shall show proof of donation to the Department Manager within two (2) working days from date of contribution of blood.

SECTION 5. Education Leave: Any employee furthering his education in the field of his employment may at the Manager's discretion have time off for the purpose of being tested, demonstrations or special class assignments. This time off shall be required to be made up at straight time pay. It will not be deducted from any other leave time.

SECTION 6. Clothing Allowance: Each full time employee in the bargaining unit, who has completed his or her probationary period, will participate in one of the two options of the Department's Uniform Rental Program with the commencement of the new clothing vendor contract:

a) 12 Hour Oiler: A seven (7) Uniform Rental Program supplied by the Department consisting of seven (7) shirts, seven (7) pants, two (2) sweatshirts, plus a work shoe allowance of up to one hundred fifty dollars (\$150) per year.

b) Linemen, Metermen, Operators and Day Oiler: An eleven (11) Uniform Rental Program supplied by the Department consisting of eleven (11) shirts, eleven (11) pants, two (2) sweatshirts, one (1) insulated bib coverall plus a work shoe allowance of up to one hundred fifty dollars (\$150) per year.

The Department will reimburse each eligible employee up to \$150 for the purchase of work shoes with the submittal of a receipt.

ARTICLE XV - SICK LEAVE

SECTION 1. All employees whose wages and conditions of employment are covered by this agreement, and who have attained permanent status in the Department, shall be allowed during each calendar year a total sick leave of fifteen (15) days (120 hours) with pay for sickness or non-occupational accident. This sick leave shall be accumulated at a rate of one and a quarter (1 1/4) days (10 hours) per month worked to a total of one hundred and thirty (130) days, (1040 hours).

On January 1st or as soon thereafter as practical of each calendar year, each employee shall be paid at the rate of one (1) day (8 hours) of base pay for each two (2) days (16 hours) of sick leave over the allowable 130 days (1040 hours) accumulated during the preceding year. No sick leave shall be accrued during periods of absence without approved leave.

Upon mandatory retirement, an employee shall be paid at the rate of one (1) day (8 hours) of base pay for each two (2) days (16 hours) of sick leave over the allowable 130 days (1040 hours) accumulated.

Employees absent from their employment due to personal illness, shall notify on the first sick leave date, or cause to notify the Department head of the Department in which they are employed stating the nature of the illness. Employees shall be further required to furnish a certificate indicating probable length of illness from an attending physician for all consecutive days of sick leave beyond 5 days. The Department reserves the right to have physician examine any employee, at Department expense, claiming sick leave who, in its opinion, may not be entitled to the same, or who may not be incapacitated to perform some official duties. In those instances where the employee's physician and the Department's physician do not agree, a mutually agreed upon independent physician shall examine said employee. The opinion of the independent physician shall be final.

Employees who have been absent for a total of five (5) days in a calendar year due to sick leave may be required, at the Department's discretion, to furnish a note from an attending physician stating the nature of the illness and indicating the probable length of illness. After an employee has been absent for five (5) days in a calendar year, the Department will notify the employee if it intends to make the employee subject to this provision.

Injury, illness or disability self-imposed or resulting from the use of alcohol or drugs shall not be considered for sick leave payment. Payments under the provisions of this Article shall be limited, in the case where an employee who is receiving workman's compensation, to the employees regular straight time net pay.

In the event of payments made to the employee under the preceding paragraph, the Department shall debit the employees sick leave accrual by the difference between the workman's compensation and the employees net pay.

If the employee's total payment exceeds his normal weekly wage the Department may deduct the overpayment from the employee's next pay, or the employee shall repay the Department for said overpayment.

SECTION 2. Extended absence: when an employee is absent from work for health reasons, military duty of thirty (30) days or more duration, or any other reason, certification by his doctor and/or by the Department's doctor may be required stating that he/she is capable of resuming his/her job before he/she will be permitted to return to work.

SECTION 3. Absence from work due to disability: When an employee is absent from work because of illness or injury from non-industrial reasons,

he should report this disability to the Department Manager at the earliest possible moment.

Any injury incurred by an employee while at work is an industrial injury and must be reported immediately to the Department Manager. If necessary, the Manager will arrange for the Department designated physician to call on the employee and prepare any necessary reports for workman's compensation requirements or any other insurance form.

SECTION 4. Employees upon retirement shall be entitled to receive a one-time lump sum bonus payment of such accumulated sick leave, based on the employee's regular rate of pay at the time of retirement.

(a) The accumulated sick leave used under this Section shall not exceed 130 days or 1040 hours and the amount to buy-back shall not exceed 50% of the accumulated sick days' value for employees with more than twenty-five years of continuous HLPD service.

(b) For employees with less than twenty-five years of continuous HLPD service accumulated sick leave shall not exceed 120 days or 960 hours and the amount of the employees' buy-back shall not exceed 50% of the accumulated sick days' value. The amount of these employees' buy-back shall be as determined in Appendix "G" Sick Leave Buy-Back as amended.

SECTION 5. An employee in pay status, who has not been on worker's compensation, for a period of more than six months and has not used any sick leave except in conjunction with a worker's compensation claim in which the employee receives worker's compensation during one incentive period, shall earn 8 hours of time off with pay ("incentive day").

An incentive period is defined as any six consecutive months, in full month increments with no overlap with prior incentive periods. The incentive day shall become part of the employee's total accrued vacation leave as defined in Policy No. 7.

[Refer to Appendix "C" attached for the treatment of this Article as it applies to Oilers under the 12-hour shift.]

ARTICLE XVI - WEATHER

No live line high voltage work will be required when the temperature is below fifteen degrees (15°) or above ninety degrees (90°) Fahrenheit except in emergency conditions.

No live line work will be required during periods of inclement weather except in emergency conditions.

Management may assign employees during periods of inclement weather or temperatures below fifteen degrees (15°) or above ninety degrees (90°) Fahrenheit to other job assignments not involving work as above described. Management shall afford credence to humidity and the wind chill factor for purposes of this clause.

ARTICLE XVII - PROMOTIONS

- SECTION 1. The Department Manager shall be responsible for all promotions and shall make all promotions in the best interest of the Department. Any employee seeking reclassification or Department transfer must first obtain from his supervisor a written report recommending such action.
- SECTION 2. In matters affecting promotion, the Department Manager's decision in promoting an employee will be based on ability, knowledge performance and attitude in performing the job. The most qualified senior employee meeting the above criteria will be promoted.

ARTICLE XVIII - INSURANCE

- SECTION 1. Health: The Department will pay fifty (50%) percent of the cost of Blue Cross/Blue Shield coverage for the regular and part time employees and members of his family (wife, husband, dependent children). Each employee is entitled to the program for himself and family on a voluntary basis.
- SECTION 2. Life: The Department will pay fifty (50%) of the cost of a \$10,000 life insurance policy as furnished by the Town.
- SECTION 3. Retirement: All employees must join the Middlesex County Retirement System.
- The contribution is based on a forty (40) hour week for hourly employees.
- Retirement contributions for employees will be at the level adopted by the State retirement system at that employee's time of hire.
- SECTION 4. In the event that the Hudson Town Meeting votes additional insurance coverage for other Town Departments, the Department agrees to provide the same benefits to employees covered under this agreement.

ARTICLE XIX - SAFETY

- SECTION 1. The Department provides for training in safe working habits and practices. The Department will take the necessary steps to maintain equipment in safe operating condition. The Department provides certain necessary items of safety equipment as required. Employees must use safety equipment specified by the Department.
- SECTION 2. The Department will furnish each employee with tools and equipment needed to perform his work in a safe and efficient manner.
- SECTION 3. Any employee found not using the equipment properly or working so as to endanger his fellow workers, himself, or the general public will be subject to immediate suspension or dismissal.
- SECTION 4. All line Department employees working under the direction and supervision of the General Line Foreman shall be trained in first aid, pole top rescue and any other safety practices and procedures.

SECTION 5. The American Public Power Association Safety Manual and the Department's local safety manual will be the safety manuals for the employees of the Hudson Light & Power Department.

The Department will issue safety manuals to each employee and re-issue updated copies as they are published.

The Department will attempt to abide by all safety features.

SECTION 6. Provisions of this Article will be subject to the grievance and arbitration provisions in Article IV.

SECTION 7. The Department will attempt to set-up a wholesale purchase arrangement allowing employees to purchase prescription glasses at reduced costs and to provide new goggles or shields as recommended by the Safety Officer.

ARTICLE XIXA - MUTUAL AID

The Town of Hudson Light and Power Department participates in a Mutual Aid Program with other municipal departments within Massachusetts. An employee who is assigned to assist another municipal Department through the Mutual Aid Program in emergency situations will be paid at time and one half from the time they leave the Hudson Department on assignment, until they return to the Hudson Department. This includes rest periods and meal times.

ARTICLE XIX B ALCOHOL AND DRUG FREE WORKPLACE*

It is the policy of Employer to create an alcohol and drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities, to unacceptable safety risks, and undermines Employer's ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance or alcohol in the workplace or while engaged in Employer business off Employer's premises is strictly prohibited.

To educate employees on the dangers of drug abuse, Employer has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees and consequences for violations of this policy.

Employees convicted of alcohol or controlled-substances-related violations in the workplace, including pleas of nolo contendere (i.e., no contest), must inform Employer within five days of such conviction or plea. Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. At its discretion, Employer may require employees who violate this policy, to successfully complete a drug and alcohol abuse assistance or rehabilitation program as a condition of continued employment.

Subject to applicable law, Employer reserves the right to require employees to undergo appropriate tests designed to detect the presence of alcohol, illegal drugs, or other controlled substances where it has reason to believe that an employee may be under the influence of any of these substances. Refusal to consent to such a test may result in disciplinary action up to and including dismissal.

* Subject to the U.S. Department of Transportation Regulations.

ARTICLE XX NON-DISCRIMINATION

SECTION 1. Neither the Department nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, age, handicap, or national origin.

The definition and interpretation of the meaning of the words "race, color, religion, sex, age, handicap, or national origin" will be as defined by law.

SECTION 2. It is mutually agreed that neither party shall interfere with, restrain, coerce or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting, any labor organizations.

SECTION 3. Neither the Department nor the Union shall interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union, or non-membership or non-participation in such activity.

ARTICLE XXI - NO-STRIKE CLAUSE

SECTION 1. It shall be unlawful for any Union agent or employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by such employees.

SECTION 2. The Department agrees that during the life of this agreement, it will not lock out any employees covered by this agreement.

SECTION 3. Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slow down or withholding of services, the Union shall take all reasonable means to induce the employee (s) to return to work.

SECTION 4. Employees who participate in the activity or activities set out in Section 1 and 3 herein may be disciplined or discharged as the Department, acting in its judgment, deems proper.

ARTICLE XXII - MANAGEMENT RIGHTS

SECTION 1. It is recognized that the Management of the Hudson Light and Power Department is responsible for the control of its properties and the maintenance of order and efficiency. Accordingly, Management shall not be limited in any way in the exercise of the functions of Management and governmental authority and shall have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of Management including, but not limited to, the following items:

- (a) to determine the qualifications and select it's Managerial and supervisory forces;
- (b) the operation and direction of the affairs of the Light and Power Department in all of their various aspects;
- (c) the determination of the level of services to be provided;

- (d) the direction, control, supervision and evaluation of the employees;
- (e) the establishment of new employee classifications, provided however, the salary for such classifications shall be subject to negotiations between the Department and the Union;
- (f) the establishment, determination and interpretation of job descriptions;
- (g) the increase, diminishment, change or discontinuation of operations in whole or in part;
- (h) the institution of technological changes except as it may actually endanger the safety of Department employees;
- (i) the addition, alteration or elimination of methods, procedures, processes, or systems by which maintenance, repair and operations are to be conducted;
- (j) the Department reserves and retains the right to contract out work or subcontract out work. Pursuant to exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position which he is qualified to fill and is eligible to fill. This provision will not be used to circumvent normal overtime procedures of the Department;
- (k) the alteration, addition or elimination of existing equipment or facilities;
- (l) the determination of the location, organization and number of personnel of the Department;
- (m) the training of personnel;
- (n) the assignment of duties and work assignments;
- (o) the transfer of employees;
- (p) the assignment to job sites;
- (q) the scheduling and granting of all leaves;
- (r) the scheduling and enforcement of working hours and shifts;
- (s) the determination of whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification to be so called; provided, however, if a Manager responds to a trouble call and such call involved bargaining unit work the appropriate trouble man shall be called into duty;
- (t) the assignment of overtime;
- (u) the determination of whether goods should be leased, contracted or purchased;
- (v) the hiring, appointment, promotion of employees;
- (w) the discipline of employees, including demotion, suspension or discharge, subject to just cause for permanent employees;
- (x) the layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties or for any other legitimate reason;
- (y) the making, amendment, and enforcement of such rules, regulations*, operating and administrative procedures from time to time as the Department deems necessary;
- (z) the assignment of stand-by;
- (aa) the use of non-bargaining unit employees, provided, however, if a Manager responds to a trouble call and such call involves bargaining unit work, the appropriate trouble man shall be called into duty;
- (bb) the determination of the number and location of facilities; except to the extent expressly abridged by a specific provision of this agreement.

SECTION 2. During an emergency, the Department shall have the right to take any action necessary to meet the emergency notwithstanding any contrary

provisions of this agreement, except as it may actually endanger the safety of Department employees.

*See letter to Union dated July 17, 1991 as attached hereto.

ARTICLE XXIII - SEPARABILITY

Should any part hereof or any provision(s) herein contained be rendered or declared invalid by reasons of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. If any provision(s) are declared to be in conflict with law, the parties agree within a reasonable period of time to negotiate a substitute provision(s).

ARTICLE XXIIIA - WAIVER

The Department and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other will not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, provided, however, this article shall not preclude the parties from negotiating after the expiration of this agreement over any subject or matter referred to or covered in this agreement.

ARTICLE XXIV - AMENDMENTS

Any provision of this agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this agreement.

ARTICLE XXIV-A - TELEVISION ACCESS

The Department will permit employees at the plant to have a television in accordance with the following conditions:

- (a) This Article will apply only to single-person shifts.
- (b) Employees on such single-person shifts must have completed any and all duties assigned to them prior to watching the television, and, during the shift, the employee must undertake and assume any duties that may arise during the shift.
- (c) The Department has the right to install watchman's clocks, which the employees can be required to punch during the shift.
- (d) The television will be supplied by the employee and will be the property of the employee; the Department will not be responsible or liable in any way for said property.

- (e) The Department reserves the right to revoke this privilege for those employees who violate the provisions of this Article.

- (f) The Department will allow cable to be installed at the Power Station to aid TV reception (no premium channels, basic service only) at no cost to the Department. Two months worth of monthly fees in escrow shall be held by the Department. CATV account to be established under an employee name.

ARTICLE XXV - DURATION OF AGREEMENT

- SECTION 1. This Agreement shall be effective as of March 9, 2018, and shall remain in effect for an initial period of three (3) years to and including March 9, 2021, and shall continue in effect thereafter until terminated by written notice given by either party expressly stating its intention to terminate this Agreement, in which case it shall terminate sixty (60) days following receipt of such notice. Within thirty (30) days of the receipt of such notice to terminate this Agreement, the Union and the Department shall commence collective bargaining with respect to a new agreement.
- SECTION 2. In addition to the right of either party to terminate the Agreement as specified above, either party may, not earlier than sixty (60) days prior to the end of the initial period, request in writing negotiations or modifications or amendments to this Agreement. If such written request is made (and the other party has not terminated the agreement) the parties shall negotiate on modifications and amendments as proposed by either party, and this Agreement will continue in effect unless replaced by a new or amended agreement or until terminated by either party giving sixty (60) days written notice of termination to the other party.

ARTICLE XXVI - DEPARTMENT POLICIES

- SECTION 1. Union employees agree to accept and abide by the latest revision of the Department Policies. Where discrepancies exist between the Department and this contract, this contract shall take precedence.

In witness whereof, the Hudson Light and Power Department has caused this Agreement to be signed on its behalf by its Board of Commissioners, and the Communications Workers of America AFL-CIO, on its behalf by its duly authorized officer this

2nd day of April, ~~2015~~ ²⁰¹⁸.

COMMUNICATION WORKERS OF AMERICA

by: *[Signature]*

International Representative

Andrew McCarthy
Bargaining Representative

[Signature]
Bargaining Representative

HUDSON LIGHT & POWER DEPARTMENT

by: *Daniel J. Murphy Jr.*
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
General Manager

COMMUNICATIONS WORKERS OF AMERICA
Authorization for Payroll Deduction

Name: _____ Location _____

the undersigned hereby authorizes _____ to deduct from my wages an amount equal to one initiation fee and the regular dues as certified to the Department by the Secretary-Treasurer of the Communications Workers of America or his duly authorized agent.

Signature of Employee: _____

Resident Address: _____

State: _____ Zip Code: _____

S.S. No: _____

Date Effective: _____

Date received by Department: _____

COMMUNICATIONS WORKERS OF AMERICA
Grievance Form

Grievance No.: _____

1. Date and time of day incident first occurred: _____
2. Town _____, Department _____ Office _____
or other location incident occurred: _____
3. Name of complaining party(s): _____
4. Service date and time of complaint: _____
5. Job title: _____
6. Rate of pay: _____
7. Description of what happened: _____

8. What sections of the contract apply: _____

9. What laws (if any) apply to this incident: _____

10. What Department practices, customs, or what grievance settlements
(if any) apply to this incident: _____

11. What other incidents, statements, or actions (if any) relate to
the complaint and by whom (give name and title). _____

12. Name of steward taking complaint: _____
13. Date and time complaint received: _____
14. What settlement is expected: _____

"EXPLANATIONS FOR CALCULATING
THE YEARLY INCOME FOR OILERS"

The present work year contains 2080 hours including vacation, holidays and including the personal holiday.

The Oilers must cover 11 holidays for a 24 hour period, which equals 264 hours. Since we have four Oilers, the theoretical holiday hours to be worked by each Oiler is $264/4 = 66$ hours per year. Since this Department is required to pay time and one half for holidays worked, each man will theoretically receive $66 \text{ hours} \times 1 \frac{1}{2} = 99$ hours of pay for holidays worked. Because of the way holidays are treated as time worked in the bi-weekly scenario each 12 hour Oiler would receive O.T. for all 11 holidays resulting in 132 hours of pay for holidays.

Comparison of Income

Present Eight Hour Shift	12 Hour Shift Schedule Bi-Weekly
Average hrs. worked 40/wk = 2080	Avg. hrs. bi-week worked 84/wk =
Average hrs. paid 40/wk = 2080	2184 Average hrs. paid 86/wk=2236/yr.
1) Base pay - no random O.T. hrs.	1) Base pay including scheduled
rate \$30.77 x 2080	O.T. rate \$29.74 x 2236
= \$64,001.60	= \$66,498.64
2) Holiday pay 66 hrs. x	2) Holiday pay 88 hrs. x
\$30.77 = \$20,030.82	\$29.74 = \$2,617.12
Holiday premium 33 hrs. x	Holiday premium 44 hrs. x
\$30.77 = \$1,015.41	\$29.74 = \$1,308.56

3) Shift Differential 2080
120 = 1960 hrs.

Pay for one floating holiday
8 hrs. x \$29.74 = \$237.92
to be changed to a bi-weekly
pay period.

- a). Day Shift \$.00
- b). Afternoon Shift
1960 hrs. x .00 = \$.00
- c). Midnight Shift
1960 hrs. x .00 = \$.00
- d). Swing Shift
1960 hrs. x .00 = \$.00

Total Annual Income

Total Annual Income

Day Shift * \$67,047.83
Afternoon Shift * \$67,047.83
Midnight Shift * \$67,047.83
Swing Shift * \$67,047.83

* \$70,662.24

*Based on maximum Oiler's rate of pay

12-Hour Shifts

Vacation, sick leave and funeral leave on an hour-by-hour basis. Thus if the Oiler is entitled to 120 hours of vacation, vacation time must be realigned to coincide with the hours being worked. The Oiler will continue to receive his 120 hours of vacation but, as he is now working a twelve-hour day, he will receive ten days vacation, on an hour-by-hour basis. The same hour-by-hour rule will apply to sick and funeral leave.

A 12-Hour Oiler, who is absent and has no sick time available to him, but has his six hours reserved from the previous shift of 48-hour work week available, shall apply the six hours reserved as straight time to make up the forty hour work week with any time in excess of the 40 hours paid at time and one-half in accordance with Article XII, overtime.

Military Leave

Military leave will be paid at 40 hours per work week.

Pay and Overtime Pay

The twelve-hour shift schedule works out so that each Oiler works 36 hours one week and 48 hours the next. To be changed for bi-weekly pay period.

On the 36 hour week, we propose to pay the Oiler 40 hours at straight time + 2 hours at time and one half and on the 48 hour week, we would pay 40 hours at straight time + 2 hours at time and one half on the prevailing rate.

Adjustments would be made to the week they occur for additional overtime or leave without pay.

Holiday Pay

We propose to pay the Oilers 8 hours for holiday time if they are off, or a normal 8 hour wage + twelve hours overtime if assigned to work. In lieu of the floating personal holiday, 8 hours will be paid on the prevailing rate.

Non-Scheduled Relief

Section #3 of Article XII of the Agreement shall only be effective for the first day of non-scheduled relief. For all subsequent days on the Oiler tour schedule time and one-half will only be paid for work performed in excess of forty hours per week. To be changed for bi-weekly pay period. This provision applies to whoever covers the shift.

Scheduled Relief

Section #3 of Article XII of the Agreement shall not be effective. Section #1 Article XII (work performed in excess of forty hours in any one week will be paid for at the rate of time and one-half) shall be effective. To be changed for bi-weekly pay period.

Trial Period

If it is the desire of our employees, we would suggest a mutually agreeable trial period, during which this arrangement can be cancelled by either side by giving 30 days' notice.

How To Compare The Two Approaches

1. Eight Hour Shift:

Advantage:

Oiler only works eight hours a day.

Disadvantages:

Seven consecutive days of work.

Only one weekend off during a month.

Afternoon shift Oiler cannot attend night school.

2. 12-Hour Rotating Shift:

Advantages:

Maximum number of consecutive days worked is limited to four instead of seven.

Two weekends off during 28 day cycle.

14 days off per cycle.

Disadvantages:

12-Hours of work may be tiring.

Possible interference for employees attending night school.

12-HOUR SHIFT WEEKLY PAY PERIOD

Average Hours Worked

1. 36 hr/wk x 26 wks. = 936

40 hr/wk x 26 wks. = 1040

O.T. 8 hr/wk x 26 wks. = 312

2288 hrs @ \$29.74/hr. = \$68,045.12

Holiday Pay

(11 days x 4 people = 44 days x 8 hr. = 352 hrs.)

2. 0.75 x (352) @ 1 1/2 times = 396

0.25 x (352) @ 1 time = 88

484

484 equivalent hrs. ÷ 4 = 121 hrs. @ \$29.74/hr. = \$3,598.54

(4 people holiday hrs. including overtime)

Floating holiday = 8 hrs. @ \$29.74/hr. = \$237.92

Total Annual Income = \$71,881.58

If the bi-weekly 12-hour shift pay period is not acceptable, payment would be made on a weekly basis with the 36 hour week being paid at 36 hours straight time and the 48 hour week being paid at 40 hours straight time and 8 hours at time and one half. Overtime will accrue after 40 hours were worked in a week.

APPENDIX D

12-HOUR OILER VACATION PROCEDURE (to allow for single weeks)

1. In all cases, the 12-Hour Oilers will be paid at the day rate when on vacation. If the 12-Hour Oiler returns to work after vacation on a thirty-six (36) hour week, he will be paid at the day rate. Overtime will begin after forty (40) hours.
2. Whoever covers for the 12-Hour Oiler while on vacation will be paid at the day rate. Overtime will begin after forty (40) hours.
3. All Oilers, those who return to work from vacation on a thirty-six (36) hour week or the person who covers for a thirty-six (36) hour week, will have the option of working an additional four (4) hours on a day when they are not already scheduled to work in order to work forty (40) hours that week.
4. Due to the rotating schedule of the 12-Hour Oilers of 48 hour and 36 hour alternating weeks, a schedule has been developed for each of the four weeks of the month as follows:
 - a. Week #1: Forty-Eight Hours - Monday through Thursday (7 a.m. - 7 p.m.). The 12-Hour Oiler receives forty (40) hour vacation. On returning to a thirty-six (36) hour week, he receives thirty-six (36) hours pay at the day rate, with the option of working an additional four (4) hours to make a forty (40) hour week.
 - b. Week #2: Forty-Eight Hours - Monday (7 p.m. - 7 a.m.) and Friday - Sunday (7 a.m. - 7 p.m.)

The 12-Hour Oiler receives forty (40) hour vacation. on returning to a thirty-six (36) hour week he receives thirty-six (36) hours pay at the day rate with the option of working an additional four (4) hours to make a forty (40) hour week.

The person who covers for vacation works Monday (7 p.m. - 7 a.m.); Friday (3 p.m. to 7 p.m.); and Saturday and Sunday (7 a.m. - 7 p.m.). The hours on Friday (7 a.m. - 3 p.m.) are covered by the day Oilers.

- c. Week #3: Thirty-Six Hours - Tuesday through Thursday (7 p.m. - 7 a.m.) The 12-Hour Oiler receives forty (40) hour vacation. on returning to the forty-eight (48) hour week (Monday - Thursday), he will work four (4) ten (10) hour days, Monday through Thursday from 9 a.m. to 7 p.m.

On returning on the forty-eight (48) hour week (Monday, and Friday - Sunday), he will work Monday 7 p.m. - 7 a.m., Friday 3 p.m. - 7 p.m. and Saturday and Sunday, 7 a.m. - 7 p.m.

The person who covers for vacation will work Tuesday through Thursday, 7 p.m. - 7 a.m. with the option of working four (4) additional hours to make forty (40) hours.

- d. Week #4: Thirty-Six Hours - Friday through Sunday (7 p.m. - 7 a.m.)

The 12-Hour Oiler receives forty (40) hour vacation. On returning to the forty-eight (48) hour week, the hours as stated in week #3 will apply.

Whoever covers for vacation will work Friday through Sunday, 7 p.m. to 7 a.m., with the option of working four (4) additional hours to make forty hours*.

*When covering for this shift, in order to work forty (40) hours the persons' shift for the following week will be Monday 4 p.m. - 12 p.m., and Tuesday through Friday, 7 a.m. - 4 p.m. due to the fact that the previous work week ends on Monday at 7:00 a.m.

"APPENDIX E" - Management Rights

MIRICK, O'CONNELL, DEMALLIE & LOUGEE
ATTORNEYS AT LAW
1700 MECHANICS BANK TOWER
WORCESTER, MASSACHUSETTS 01608-1477
508-799-0541
FAX: 508-752-7305

July 17, 1991

Steven Early, Business Agent
Communication Workers
of America
Burlington, MA

RE: Hudson Light & Power Department


Dear Steve:

In connection with the rules and regulations, the Hudson Light and Power Department and the Union have an understanding that the initial promulgation of the rules and regulations will be subject to negotiations after the execution of the contract for 1991-1994.

With respect to any succeeding rules and regulations promulgated by the Department, the Department shall, prior to the promulgation thereof, give the Union notice of their intention to promulgate said rules and regulations and allow the Union seven (7) days to submit comments to the Department.

It is understood that the Department shall not issue a succeeding rule or regulation that will conflict with the provisions of the contract; and, that if the Department seeks to change conditions of employment through the promulgation of rules and regulations that are not within the purview of the Department's management rights, such change shall be the subject of negotiations.

Sincerely yours,


D. M. Moschos

DMM/
10198/12005

cc: Manager
Assistant Manager

1916  1991
ANNIVERSARY

HUDSON LIGHT AND POWER DEPARTMENT
BARGAINING UNIT

S I C K L E A V E B U Y B A C K

1. Bargaining unit employees with less than 25 years of continuous Hudson Light and Power Department service who retire, at the age of 65 or older, will be entitled to receive a one-time lump sum bonus payment of 50% of their accumulated sick leave, based on the employee's regular rate of pay at the time of retirement. The accumulated sick leave used under this policy shall not exceed 120 days.
2. Bargaining unit employees, who retire prior to reaching age 65, will be entitled to receive a one-time lump sum bonus payment of up to 50% of their accumulated sick leave, based on the employee's regular rate of pay at the time of retirement using the formula described below. The accumulated sick leave used under this policy shall not exceed 120 days.
 - a) The formula used to determine the amount of buy back will be a percentage (as calculated below), multiplied by the accumulated leave, at the rate of the employee's pay at retirement. The percentage will be a factor of the employee's age and number of years of service multiplied by 0.625. The percentage buyback will be calculated as follows:

$$\text{Number of Years of Service} \times \text{Age Multiplier} \times 0.625.$$
 - b) the age multiplier will be the multiplier as defined in Chapter 32, Section 5 of MGL as it may be revised from time to time as shown on page two.
3. All determinations of the amount of sick leave due an employee under this policy by the Department's determination.
4. Any payment made pursuant to this policy will not be deemed part of any employee's regular rate of pay for any purpose.

Effective Date:

Age Upon the Date of your Retirement.	Percentage of Average Annual Rate of Regular Compensation		
	Group 1	Group 2	Group 4
65 or over	2.5	2.5	2.5
64	2.4	2.5	2.5
63	2.3	2.5	2.5
62	2.2	2.5	2.5
61	2.1	2.5	2.5
60	2.0	2.5	2.5
59	1.9	2.4	2.5
58	1.8	2.3	2.5
57	1.7	2.2	2.5
56	1.6	2.1	2.5
55	1.5	2.0	2.5
54	1.4	1.4	2.4
53	1.3	1.3	2.3
52	1.2	1.2	2.2
51	1.1	1.1	2.1
50	1.0	1.0	2.0
49	0.9	0.9	1.9
48	0.8	0.8	1.8
47	0.7	0.7	1.7
46	0.6	0.6	1.6
45	0.5	0.5	1.5
44	0.4	0.4	
43	0.3	0.3	
42	0.2	0.2	
41	0.1	0.1	

Example: A Group 1 Employee at age 60 with fifteen years of service and 100 days of accumulated sick leave will receive the following:

Percent buy back = $15 \times 2.0 \times 0.625 = 18.75\%$;
therefore, the buy back amount is $18.75\% \times 100$
days = 18.75 days of sick leave at the
employee's rate of pay at retirement.