

MASSACHUSETTS

HEAVY

CONSTRUCTION

AGREEMENT



2022-2027

International Brotherhood of Teamsters

TABLE OF CONTENTS

	AGREEMENT	1
	PREAMBLE	2
ARTICLE 1	TERRITORIAL JURISDICTION	2
ARTICLE 2	SCOPE OF AGREEMENT	2
ARTICLE 3	UNION MEMBERSHIP	4
ARTICLE 4	CHECKOFF	4
ARTICLE 5	HOURS	5
ARTICLE 6	HOLIDAYS	6
ARTICLE 7	STEWARDS	7
ARTICLE 8	SENIORITY	8
ARTICLE 9	TRANSFERS	9
ARTICLE 10	WAGES	9
ARTICLE 11	VACATIONS	10
ARTICLE 12	DISCHARGE	11
ARTICLE 13	UNION RIGHTS	11
ARTICLE 14	LABOR DISPUTES	11
ARTICLE 15	HIRING OF TRUCKS	11
ARTICLE 16	EQUIPMENT	13
ARTICLE 17	SEVERAL LIABILITY	13
ARTICLE 18	INVALIDITY OF PROVISIONS	14
ARTICLE 19	MISCELLANEOUS CONDITIONS	14

ARTICLE 20	HEALTH AND WELFARE	15
ARTICLE 21	PENSION FUND	17
ARTICLE 22	ARBITRATION & GRIEVANCE PROCEDURES	19
ARTICLE 23	JOINT LABOR/MANAGEMENT COMMITTEE	21
ARTICLE 24	TEAMSTERS LOCAL 25 TRAINING FUND	22
ARTICLE 25	MASS SICK TIME	23
ARTICLE 26	TERMINATION	23
	SIGNATURE PAGE	24
	SCHEDULE A – WAGES	25
	APPENDIX	27
	SCHEDULE B	28

AGREEMENT

THIS AGREEMENT made as of the 1st day of June 2022 by and between the Labor Relations Division of the Construction Industries of Massachusetts, hereinafter called the "Association" on behalf of its members, each of which member is hereinafter designated as the "Employer" and any other Employer who signs this Agreement, and the following named Teamsters Local Unions hereinafter designated as the "Unions".

Local No. 42
230 Broadway, Unit 103
Lynnfield, MA 01940
Phone: (781) 598-2360

Local No. 59
27 South Sixth Street
New Bedford, MA 02740
Phone: (508) 993-1505

Local No. 170
330 Southwest Cutoff, Suite 201
Worcester, MA 01604
Phone: (508) 799-0551

Local No. 25
544 Main Street
Charlestown, MA 02129
Phone: (617) 241-8825

Local No. 404
P.O. Box 1370
115 Progress Avenue
Springfield, MA 01104
Phone: (413) 781-6326

Local No. 653
4-A Hampden Drive
So. Easton, MA 02375-1158
Phone: (508) 230-7140

PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between Employers and employees, to provide for the continuous employment of labor and to bring about stable conditions in the industry and to establish necessary procedures for the amicable adjustment of disputes, including wages, hours and working conditions, which may arise between the Employer and the employees.

This Agreement shall be binding upon the parties hereto, their successors, administrators, heirs, executors, assigns and legal representatives, until terminated or amended as hereinafter provided. It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to a third party to evade this Agreement.

Notice in writing shall be given to the Local Union of any sale or transfer of the Employer's operations.

For the purpose of preserving the level of benefits set forth in this Agreement, the Employer agrees to refrain from using the services of any person who does not observe at least the level of wages, hours and conditions of employment. It is understood by this section that the parties hereto shall not use any leasing or subcontracting device to a third party to evade this Agreement.

ARTICLE 1

Territorial Jurisdiction

This Agreement shall apply to and be effective within the Commonwealth of Massachusetts.

ARTICLE 2

Scope of Agreement

Item 1. This Agreement shall apply to all highway and heavy construction performed by the Employer. For the purpose of this Agreement, "Heavy and Highway Construction" shall include, but is not limited to the construction of roads, street, alley, driveways, sidewalks, guard rails, fences, parkways, parking areas, airports, athletic fields, highway bridges, railroad bridges, railroad and street railway construction projects, sewers, viaducts, shafts, tunnels, subways, track elevations, elevation highways, drainage projects, reclamation projects, water supply projects, water power projects, water power developments, marine work, transmission lines, duct lines, docks, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, harbors, industrial sites and all earth moving, operation of trucks of all descriptions, including but not limited to snow plows, dump trucks, low-boy trailers, winch trucks, A-frames, distributor trucks, tank trucks used for transporting any type of fuel, water or cement, agitator or mixer trucks, portable truck or trailer, cement hoppers, euclides, dumpsters, turnarockers, and ross carriers.

Where an Employer's explosive truck is being used to transport explosives from a job-site magazine to the blasting area, a Teamster will be assigned. Forklift truck, when used in job site storage areas, Teamsters will be assigned. If a ready-mix plant is set up on a job site in any Local Union's area and the Local Union so requests, the Employer will sign a separate agreement with respect to drivers only.

Item 2. This Agreement shall also apply to all work in connection with or in the area of building construction whether or not the Employer is performing the building work itself.

Item 3. The terms of the Agreement shall apply to the transportation of all building and excavating materials and equipment including but not limited to, stone, salt, loam, lumber, doors, windows, structural steel, bricks, cement blocks, sand, materials removed from roads, solid asphalt materials, shovels, cranes, bulldozers, compressors and hoisting engines, fuel, water, plowing and removal of snow when done with equipment covered by this Agreement and any marine work when done by present and future Employers signatory to this Agreement.

This contract shall also cover warehousing when done by the Employers signatory to this contract. On job sites, this is to be discussed with regard to employees needed at the pre job conference. This Agreement shall also cover the hauling from plants to jobs of signators to this contract and future signators to this contract.

Item 4. Pick-up trucks, station wagons and panel trucks shall be operated by Teamsters when being used to haul materials, equipment and parts to, from or on a job site or job sites. Excluded from these categories shall be pick-up trucks, station wagons and panel trucks operated by supervisory personnel, maintenance mechanics and pick-up trucks, station wagons and panel trucks used occasionally for errands and emergencies. The collective use of pickup trucks, station wagons and panel trucks as a substitute for a flat rack or service truck that would be used for hauling materials, equipment and parts shall be a violation of this Agreement. The within exception shall not be used to circumvent the intent of this provision.

Item 5. In the event that there shall be any dispute concerning jurisdiction regarding the assignment of work between the Union and any other Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, the same shall be submitted for determination to the Construction Division of the Joint Council of the International.

Item 6. The hauling of any construction materials to a job-site or job-sites by a signatory to this Agreement shall be performed by employees covered by this Agreement.

Item 7. Teamsters, when assigned to the truck involved, will when requested by the Employer, either load or unload or assist in the loading or unloading of that truck and when requested by the Employer will perform work as assigned.

ARTICLE 3

Union Membership

The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947 as amended. The Employer shall not enter into any agreement or contract with his employees, individually or collectively, or with any officer or representative of the Union which will in any way conflict with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void.

All present employees who are members of the Union on the effective day of this Agreement shall remain members of the Union in good standing as a condition of employment.

All present employees who are not members of the Union and all employees, who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the eighth day following the beginning of their employment or on and after the eighth day following the effective date of the Agreement, whichever is the later, except as otherwise provided by law. A member in good standing is one who is not in arrears in the payment of his initiation fee and periodic dues to the Union.

In accordance with the Constitution of the Union, Article X, Section 5 (C), all members paying periodic dues to the Union must pay them on or before the last business day of the current month in advance. The Local Union shall notify the Employer when an employee is not in good standing.

There shall be no discrimination against any workman by reason of race, color, religion, age, sex or national origin.

ARTICLE 4

Checkoff

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount within two (2) weeks following receipt of the statement of certification of the member and remit to the Local Union in one (1) lump sum within three (3) weeks following receipt of the statement of certification. The Employer shall add to the list submitted by the Local Union the names and social security numbers of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed. Checkoff shall be on a monthly or quarterly basis at the option of the Union. The Local Union and Employer may agree to an alternative option to deduct Union dues bimonthly.

When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement of certification received from an appropriate Local Union, the Employer shall remit same no later than three (3) weeks following receipt of the statement of

certification and in the event the Employer fails to do so, the Employer shall be assessed ten percent (10%) liquidated damages. All monies required to be checked off shall become the property of the entities for which it was intended at the time that such checkoff is required to be made. All monies required to be checked off and paid over to other entities under this Agreement shall become the property of those entities for which it was intended at the time that such payment or checkoff is required to be made. Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made, or is on leave of absence, the employee must make arrangements with the Local Union and/or the Employer to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

In the event that an Employer has been determined to be in violation of this Article by the decision of an appropriate grievance committee, and if such Employer subsequently is in violation thereof after receipt of seventy-two (72) hours written notice of specific delinquencies, the Local Union may strike to enforce this Article. However, such strike shall be terminated upon the delivery thereof. Errors or inadvertent omissions relating to individual employees shall not constitute a violation.

ARTICLE 5

Hours

- A. The regular work day shall consist of eight (8) hours between the hours of 7:00 a.m. and 5:00 p.m. The Parties agree start time may be adjusted back to 6:00am provided employees are given notice the preceding Friday to become effective the following Monday for the entire week.
- B. The regular work week shall be forty (40) hours, eight (8) hours each day, Monday through Friday.
- C. All other hours worked except in the case of shifts as hereinafter provided shall be paid at the rate of time and one-half, except that work performed on Sundays shall be paid at the rate of Double Time.
- D. Whenever more than one shift is employed, except as hereinafter provided, the straight time or regular rate of wages shall apply for each eight (8) hour shift, and work in excess of eight (8) consecutive hours on any shift shall be paid at the rate of time and one-half.
- E. When three (3) shifts are employed, the starting time shall be Monday 8:00 a.m., 4:00 p.m. and 12:00 p.m. respectively, and the last shift shall have completed a forty (40) hour week by 8:00 a.m. Sunday shall be paid for at the rate of time and one-half, and all work between Sunday 8:00 a.m. and Monday 8:00 a.m. shall be paid for at the rate of double time, provided it is on three (3) shift operation. Employees who work a three (3) shift operation shall work seven and one-half (7 ½) hours per shift and receive eight (8) hours' pay, one-half (½) hour paid lunch.

On all work bid after June 1, 1987, an Employer who is unable to do work during the shifts and hours spelled out in this contract because of a restriction in any contract awarded to him for work to be performed, may work off-shift hours provided that he pays a premium of seventy-five cents (\$.75) per hour.

- F. Employees who report to work shall receive not less than eight (8) consecutive hours pay, except in cases of inclement weather where the employee will be guaranteed four (4) hours pay and eight (8) hours if he works after the fourth (4th) hour. An employee shall be paid from the time he leaves the garage until the time he returns.
- G. Employees shall be notified the day before what time they are to report the following day. The starting time in any case is to be no later than 8:00 a.m. Employees who report for work shall receive not less than eight (8) straight time hours pay. In the case of inclement weather, an employee may be notified by telephone or telegraph not to report, at the time up to two (2) hours before starting time.
- H. Show up time when a job does not start due to inclement weather, members will be guaranteed two (2) hours show up pay. If employees commence work that day and the entire job ceases operations, employees will be guaranteed 4 hours pay. Employees that work more than four (4) hours and the entire job ceases operation due to inclement weather, employees will be guaranteed eight (8) hours, as provided in all other construction trade agreement. In the event that two (2) or more basic trades have a superior provision, the employers agree to implement such superior provision.

ARTICLE 6

Holidays

- A. All seniority employees and employees hired after 6/1/04 that meets the same criteria in Article 8, Seniority shall be paid a regular days pay although he does not work for the following legal holidays, provided he has worked at least two (2) days in the calendar week in which the holiday falls, and signifies his willingness to work the holiday, if required.

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Patriot's Day will be a paid holiday in the Eastern part of the State where observed as such. In the Western part where the holiday is not observed, the members employed will get eight (8) hours holiday pay at straight time in addition to their regular pay.

- B. The calendar week shall be Sunday to Saturday both inclusive.
- C. When the employee is required to work on one of the above holidays, he shall be paid in addition to his holiday pay, two (2) times his straight time rate for all work that he may perform on that day, except that he shall be paid three (3) times his straight-time rate for all hours worked over eight (8) hours.

- D. All other holidays shall be paid at the regular rates.
- E. If a man receives pay for 1,500 hours in the contract year, May 1 to May 1, he shall be entitled to any holiday that falls while he is on layoff.
- F. Employees who report to work shall receive not less than eight (8) consecutive hours pay.
- G. Employees shall be notified the day before what time they are to report the following day. The starting time in any case is to be no later than 8:00 a.m. Employees who report for work shall receive not less than eight (8) straight time hours pay.

ARTICLE 7

Stewards

- A. An employee of the Employer performing Teamster work may be designated by the Union to act as Steward and he shall be the last employee to be laid off irrespective of seniority including Saturday or Sunday.
- B. The rate of pay for Stewards shall be according to the highest Teamster classification working on the job.
- C. In the event that the Employer's operation is transferred from the jurisdiction of one Local Union to the jurisdiction of another Local Union, the Local in whose area the work is being performed will not be able to appoint a member of its Local as a working steward. If more employees are needed for that job they will come from the Local Union in that jurisdiction.
- D. No Steward shall have the authority to call a strike, cause a slowdown or take any other action which would interrupt the Employer's business, except as such action may be authorized by the Union. The Employer recognizes this limitation upon the authority of the Steward.
- E. The Union reserves the right to remove the Steward and replace him with an employee who is qualified to operate the equipment on the job.
- F. The Steward shall be the first Teamster to start work in the morning and the last to leave work in the evening, provided he is capable of performing the work available.
- G. The Steward shall be allowed a reasonable amount of time to carry out the provisions of this Agreement and report any violations of the same to the Union and shall be allowed to do so without loss of pay. Stewards may use the Company phone for Union business concerning the job, provided it is not abused.
- H. Should the Employer consider the discharge of the Steward, he shall give prior notice to the Business Agent. The matter of discharge may be processed through the grievance procedure as provided herein.

ARTICLE 8

Seniority

- A. Seniority rights for employees shall prevail. All new employees shall be hired on a thirty (30) day trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union. An employee must work one hundred and twelve (112) hours in a thirty (30) day calendar day period in order to go on the seniority list as regular employees in accordance with their date of hire. Employees hired after June 1, 2004 will not attain or accrue seniority pursuant to this Agreement.

Employees by seniority will have the right to pick the higher paying pieces of equipment to operate providing they are qualified to operate said equipment.

- B. In the event of a layoff, the most junior employee shall be the first to be laid off, and rehiring shall be in the inverse order. The Employer upon a request made by the Union shall furnish a seniority list of names, addresses and phone numbers of those employees covered by this Agreement.
- C. An employee who has been laid off shall be given at least seven (7) days to report to the job when he is called back to work, in the event that a layoff is less than seven (7) days an employee shall be given at least forty-eight (48) hours to report to work without loss of benefits or rights. In the event the employee fails to report within the time specified, he shall lose any benefits and rights he might have with the Employer and a new employee may be hired. The Union shall furnish temporary drivers, if requested to do so, until the named employees shall report for work.
- D. If there are any breakdowns or shutdowns during the day, a man whose vehicle is broken down or whose operation is shut down, shall go home for the completion of the work day, however, the Employer may assign him to perform other duties. When a vehicle shall be out of service for more than that day, seniority shall prevail on the following day.
- E. Seniority shall be broken by discharge for just cause, voluntary quit, failure to report after seven (7) days' notice as herein provided or by a layoff for lack of work for twelve (12) consecutive months, but shall not be broken by proven illness, workmen's compensation or loss of license due to his employment.
- F. Where the same Employer has more than one job in progress, working out of different garages or parking sites, and there is a layoff of one or more men on any job and such layoff exceeds one (1) working day, the employees at the expiration of one (1) day within a 24 hour period shall be entitled to transfer to another job of the Employer if there are employees of less seniority working for the Employer on such other job.

Notwithstanding the foregoing, the Employer may permit a transfer immediately upon the layoff without waiting one (1) working day.

An employee shall have seniority preference to work within his own LOCAL UNION area provided he is qualified to operate the equipment available within the LOCAL UNION area.

- G. When two (2) or more Companies who are signatory to this Agreement merge their operations, the employees of the two (2) Companies involved shall be dovetailed on the seniority list of the surviving Company. When one Company buys out another Company, the employees of the Company, which was bought out, shall go to the bottom of the seniority list of the surviving Company for seniority purposes only.
- H. Union Official: An employee elected to any official position in the Union shall, upon completion of his term of office, be restored to his former position without loss of seniority.
- I. When an employee is laid off, he shall be paid within seven (7) calendar days all vacation monies and wages due him if he so requests.

ARTICLE 9

Transfers

- A. When the Employer's Equipment is moved from the jurisdiction of one Local Union to the jurisdiction of another, the man employed shall be permitted to move the equipment and shall be allowed to work without interference or request for transfer cards.
- B. Notwithstanding any other provision of this contract, whenever an Employer having his principal place of business outside of the State of Massachusetts performs work within the State of Massachusetts, he shall employ 100% of the work force required for the Massachusetts jobs from his Massachusetts seniority list and/or thereafter employees hired in Massachusetts, to the extent such Massachusetts employees are available.

If less than 100% of the Massachusetts employees are available as aforesaid, he shall be permitted to fill the remaining jobs with his out-of-state employees until such Massachusetts employees are available. The term "Massachusetts employees" shall mean, first, those employees on the Massachusetts seniority list and second additional employees hired in Massachusetts.

ARTICLE 10

Wages

- A. The straight time wages for employees covered by this Agreement shall be those set forth in Schedule A attached hereto.
- B. The said wages shall be effective as of June 1, 2022.
- C. If an employee works on a higher paying piece of equipment for any part of the day, he will receive the higher rate of pay for the entire day.
- D. \$2.00 premium per hour for employees working with hazardous contaminated material while in the hot zone.

ARTICLE 11

Vacations

- A. An employee who completes four (4) months or more but less than one (1) year of service, shall, on severance of his employment, be entitled to one-half days' pay at straight time rates for each month of his employment in which he received pay for fifteen (15) days. The number of days to which any employee shall be entitled shall not in any event exceed five (5) days.
- B. An employee who has been on the payroll for one or more years, but less than five (5) years shall, each year on the anniversary date of his employment, be entitled to one (1) weeks' vacation with pay, if he has received pay for one hundred and twenty (120) days during the last year of his employment. If he has received pay for less than one hundred and twenty (120) days, he shall receive one-half day's pay for each month in which he received pay for fifteen (15) days or more, but not in excess of five (5) days for any one year.
- C. An employee who has been on the payroll for five (5) or more years shall, each year on the anniversary date of his employment, be entitled to two (2) weeks' vacation with pay if he has received pay for one hundred and twenty (120) days during the last year of his employment. If he has received pay for less than one hundred and twenty (120) days, he shall receive one (1) days' pay for each month in which he has received pay for fifteen (15) days or more but not in excess of ten (10) days in any year.
- D. An employee who has been on the payroll for ten (10) or more years shall, each year on the anniversary date of his employment, be entitled to three (3) weeks' vacation with pay if he has received pay for one hundred and twenty (120) days during the last year of his employment. If he has received pay for less than one hundred and twenty (120) days, he shall receive one and one-half day's pay for each month in which he has received pay for fifteen (15) days or more but not in excess of fifteen (15) days in any one year.
- E. No employee who has been on the payroll for a year or longer shall be entitled to a vacation hereunder until the expiration of one (1) year from the date on which he was entitled to his last vacation, except that in the case of termination of his employment, he shall be entitled to a prorated vacation as set forth above.

An employee will be allowed to pick his vacation according to his seniority on the Employer's seniority list and he shall be entitled to his vacation pay after his anniversary date of hire, provided the Employer is given two (2) weeks' notice.

- F. New employees hired after June 1, 2013, will be entitled to a maximum of two (2) weeks' vacation time.

ARTICLE 12

Discharge

- A. Any employee whose service has been terminated for just cause must be paid in full for all wages owed to him by the Company, including earned vacation pay, if any, as soon as possible, in no event later than the end of the second (2nd) business day following discharge.

ARTICLE 13

Union Rights

- A. Authorized agents of the Union shall have access to the Employer's establishment during working hours, including the right to check trucks in transit, investigate working conditions and collect dues, for the purpose of determining whether or not the terms of this Agreement are being complied with, provided however, that it will not unreasonably interfere with normal conditions. In the event of a grievance regarding a Teamster's pay, the Employer's payroll records concerning said grievance shall, upon written request, be made available for examination by Union representatives.
- B. Pre-Job Conference: On all jobs in excess of \$75,000.00 the Employer must notify the Local Union in writing of the contract. Prior to the commencement of the work on the job, a pre job conference will be held within five (5) days of such notification, unless otherwise mutually agreed upon by the Employer and the Local Union.

Failure of the Employer to notify the Local Union shall entitle the Local Union to make claim for all work opportunity lost. At the pre job conference, the Employer shall furnish the Local Union with the list of all sub-contractors and suppliers of materials to be used on the project if available then, if not, when available.

ARTICLE 14

Labor Disputes

It shall not be a violation of this Agreement, nor shall it be cause for discharge, if any employee refuses to cross a picket line or make pickups, deliveries or service anyone or perform work for anyone where a labor dispute exists.

ARTICLE 15

Hiring of Trucks

- A. The Employer shall not require as a condition of employment that an employee purchase truck tractor, or tractor and trailer or other vehicular equipment.
- B. The Employer agrees that he will hire equipment to supplement his own equipment only when he does not have the number or type of equipment required for his purpose. The hiring of trucks will not be utilized to evade the conditions of this Agreement.

- C. If a Prime or Sub-contractor as herein defined on a construction project desires to engage the services of a licensed broker for the hiring of equipment under this contract, the Prime or Sub-contractor shall pay the broker's fee.
- D. The Employer shall be required to pay the minimum rates and abide by the regulation for truck hire as prescribed by the Department of Public Utilities of the Commonwealth of Massachusetts.
- E. An owner-operator owning or contracting a single vehicle, operating or driving his own vehicle, shall receive his wages by check separate from the check issued for the use of equipment, issued by the prime contractor, and shall be covered by all conditions incorporated in this agreement except Articles 6, 8, 11, and 19A.

On all jobs bid on or after May 1, 1981, and upon written notice received from the Union, the prime contractor will be responsible for all benefits as spelled out in this contract for the employees of all subcontractors or employees of hired equipment on any given job site. The Employer's liability for said payments shall be limited to funds owed to said subcontractor and to withholding of funds for work to be completed on said job site.

- F. The Employer agrees that the wages, hours and working conditions provided for by this Agreement shall apply equally to any subcontracting by the Employer for work on the site of any heavy and highway construction as defined in Article 2 of this Agreement. No Employer shall subcontract such work unless all employees of said subcontractor are paid directly by him as prime contractor except when the subcontractor is signatory to a collective bargaining agreement with a Local Union party to this Agreement or when it is mutually agreed between the Employer and the appropriate Local Union party to this Agreement that the subcontractor may establish his own payroll. Employees of a subcontractor, whether or not paid directly by a prime contractor, shall not acquire seniority of the prime contractor.
- G. Each Employer, in order to protect the wages and other labor standards fixed by this Agreement, agrees not to subcontract any work covered by this Agreement not to be performed on the site of construction unless the subcontractor is already obligated to pay his employees for all the work subcontracted total wages, contributions to employee benefit plans and other compensation at least equal to those established by this Agreement (such obligation to be expressed in a collective bargaining agreement or by the subcontractor's written commitment to the Employer); provided, that where the subcontractor's labor costs will be lower only because of smaller contributions to an employee benefit fund the Employer may let the subcontractor, if he chooses, in which event the Employer must make up the difference by payments to the appropriate fund specified in Article 20 or 21, for the benefit of his employees jointly with the employees of other Employers covered by this Agreement.
- H. The term "subcontractor" as herein used shall include the hire of one or more trucks when not driven by the owner thereof, and shall also include delivery of bank run gravel and borrow, except when not more than seventy-five (75) yards of bank run gravel or borrow are delivered from a commercial pit on any one day to any one project.

- I. When an Employer opens up a pit for a particular job and the operation of said pit is under the direction or control of the Employer, then the hauling of material from said pit to the job site of the Employer shall be performed by employees covered by this Agreement.
- J. The terms of this Agreement shall also apply to the hauling of all materials from plants to jobs operated by present or future signatories to this Agreement.
- K. The grievance procedure in the Agreement shall be employed when there is any dispute with reference to the preceding paragraphs, and the arbitrator shall determine such damages as the Union and its members are entitled to for any violation thereof provided, however, that no liability shall attach for any violation of the paragraphs of this Article until the expiration of three (3) days after written notice by the Union has been received by the Employer, that the terms and conditions of this Article are being violated by such subcontractor. This Article shall be interpreted and applied in accordance with the provisions of Section 8 (e) of the Labor Management Relations Act.

ARTICLE 16

Equipment

- A. No employee shall be required to operate or work upon any vehicle that is not equipped with all safety appliance prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.
- B. When defects occur which may endanger the safety of the driver, they shall be reported to the mechanical department of the Employer. The Employer shall make the necessary repairs before the equipment is returned to service.
- C. Heaters, windows and mirrors will be supplied for winter use on off-the-road equipment within reasonable time after notification by the driver.
- D. All new equipment purchased after June 1, 1987 must be equipment with power steering.
- E. Heated mirrors on all new equipment ordered on or after January 1, 1991.

ARTICLE 17

Several Liability

- A. The obligation of each Employer member of the Association shall be several and not joint.
- B. In the event any Employer who is a party hereto shall withdraw from the Association, notice thereof shall be given by the Association to the Union at least thirty (30) days prior to such withdrawal. The terms of this Agreement shall be binding upon any Employer who withdraws from the Association.

ARTICLE 18
Invalidity of Provisions

- A. If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and/or rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid, or enforcement of which or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party or both, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party or both shall refer the subject matter to arbitration as provided for herein.

ARTICLE 19
Miscellaneous Conditions

- A. Bereavement Clause: Employees covered by this Agreement shall be granted three (3) days off with pay at the straight time rate for eight (8) hours per day if a death occurs in his immediate family if the employee is scheduled to work the three (3) days immediately following the date of such death. Said employee shall be presumed to be scheduled to work if a junior employee works on each of said three (3) days or any thereof.

Employees shall be paid only for those days lost from their work week which fall within the three (3) day period following the date of such death. Funeral leave shall not be hours worked for the purpose of computing overtime pay. Immediate family is defined as the mother, father, sister, brother, wife, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or grandchildren of the employee. Employer may request a death certificate as evidence of the death.

- B. Court Appearance Clause: Any employee involved in any accident must immediately report said accident and any physical injury sustained. When required by his Employer, the employee before going off duty and before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on Company time. Failure to carry out the provisions of Sub-Section B of this Article shall subject the employee to disciplinary action, including discharge.

When an employee is required to appear in any court for the purpose of testifying because of any accident he may have been involved in while operating the Employer's vehicles during working hours, such employee shall be reimbursed by the Employer for work opportunity lost because of such appearance. The Employer shall furnish the employee who is involved in said accident with bail, bond and legal counsel and shall pay in full for same. Said bail, bond and legal counsel shall remain in effect for the employee until all legal action in connection with said accident is concluded.

If, under the Employer's direction, the vehicle is overloaded and there is a resulting fine and suspension of license, the Employer is liable for the fine and work opportunity lost. If the overload is the result of the employee's action or negligence, then the employee shall be solely responsible for the fine imposed and shall not receive any compensation for work opportunity lost.

- C. Physical Examination Clause: All examinations when required by law or regulatory body and performed under the Employer's direction shall be paid for by the Employer.
- D. War Reopening Clause: In the event of war, declaration of a national emergency or imposition of economic controls by any Federal authority during the life of this Agreement, the parties agree to reopen this Agreement for renegotiation of matters dealing with wages, hours or other working conditions.
- E. New Equipment Reopening Clause: If an Employer puts into use any new type of equipment for which rate or pay are not established by this Agreement, the rates for such equipment shall be negotiated by the parties hereto. Increase in carrying capacity shall not be considered as a new type of equipment.
- F. The Employer agrees to grant one (1) 15 minute am coffee break, and one (1) 15 minute pm break, provided the employee works beyond their tenth (10) hour.
- G. On all work bid on the Islands of Martha's Vineyard, Nantucket, No Man's and the Elizabeth Islands, where an eight (8) hour day is actually worked, two (2) hours per day traveling time shall be paid at the single time rate to employees so employed if they travel by boat. On all work bid, the Employer agrees that when it is necessary for the men to work on Martha's Vineyard, Nantucket, No Man's and the Elizabeth Islands the men shall receive room and board if it is necessary, the cost of which is to be negotiated prior to the start of the work.
- H. Should a regular, full time employee who has completed his probationary period be called to serve as juror he/she shall be granted time off with pay for each day he/she is required to serve as a juror at eight (8) hours at his regular straight time wage rate for each of his/her regular scheduled work days that he/she misses with the Employer because of said jury service to a maximum of three (3) days each year. To be eligible for Jury Duty Pay hereunder, the employee must notify the Employer of the employee's receipt of notice to serve as juror.

ARTICLE 20

Health and Welfare

(a) Commencing with the 1st day of June, 2022, and for the duration of the current collective bargaining agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters' Local Union No. 25 Health Services and Insurance Plan for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union from the first hour of employment subject to this collective bargaining agreement as follows:

(b) Commencing with the 1st day of August, 2022, the Employer shall contribute to the respective Health Services and Insurance Plan the sum of thirteen dollars and ninety one cents (\$13.91) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of 2,080 hours in any calendar year.

Commencing with the 1st day of August, 2023, the Employer shall contribute the sum of fourteen dollars and forty one cents (\$14.41) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of 2080 hours in any calendar year.

Commencing with the 1st day of August, 2024, the Employer shall contribute the sum of fourteen dollars and ninety one cents (\$14.91) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of 2080 hours in any calendar year.

Commencing with the 1st day of August, 2025, the Employer shall contribute the sum of fifteen dollars and forty one cents (\$15.41) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of 2080 hours in any calendar year.

Commencing with the 1st day of August, 2026, the Employer shall contribute the sum of fifteen dollars and ninety one cents (\$15.91) per hour figured to the nearest quarter hour for which an employee covered by this Agreement receives pay up to a maximum of 2080 hours in any calendar year.

For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of thirty-two (32) hours for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than six (6) months.

Hourly contributions to the Health Services and Insurance Plan must be made for each hour worked on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for these weeks into some other Health Services and Insurance Plan.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services and Insurance Plan.

If an Employer fails to make contributions to the Health Services and Insurance Plan within 72 hours after the notice of delinquency, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary

notwithstanding, and the Employer shall be liable for all costs for collecting the payments due, together with attorneys' fees and such penalties which may be assessed by the Trustees.

The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or Arbitration provided under this Agreement.

(c) The Employer and Union which are signators hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

1. Fringe contributions will be paid on up to (4) four weeks for regular employees who are absent from work on a project due to an illness which qualifies as a Short Term Disability under applicable disability statutes. Such contributions will be made on only those days on which the employee would ordinarily have worked but for the employee's illness.

2. Fringe contributions will be paid for work related injuries in the case of a regular employee who sustains work related injury during the project, if such employee petitions for and receives workers compensation for such injury.

3. In both 1 and 2 above, contributions will be paid up to a maximum of 32 hours per week and in no event shall contributions be paid beyond the date of the project which the illness or injury occurred concludes.

ARTICLE 21

Pension Fund

This Pension Article shall supersede and prevail over any other inconsistent provisions or article contained within this Agreement.

Commencing with the first day of June, 2022, and for the duration of the current collective bargaining agreement between the Local Union and the Employer and any renewals or extension thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of sixteen dollars and one cent (\$16.01) to the New England Teamsters and Trucking Industry Pension Fund, and overtime hours shall be considered as single contribution hours. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st to December 31st.

Commencing with the first day of December 2022, the said hourly contribution rate shall be seventeen dollars and twenty-nine cents (\$17.29).

Commencing with the first day of December, 2023, the said hourly contribution rate shall be eighteen dollars and sixty-seven cents (\$18.67).

Commencing with the first day of December, 2024, the said hourly contribution rate shall be twenty dollars and seventeen cents (\$20.17).

Commencing with the first day of December, 2025, the said hourly contribution rate shall be twenty-one dollars and seventy-eight cents (\$21.78).

Commencing with the first day of December, 2026, the said hourly contribution rate shall be twenty-three dollars and fifty-two cent (\$23.52).

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

The parties agree that the Pension Plan adopted by the Trustees of New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

It is also agreed that all contributions shall be made at such time and in such manner as the trustees shall reasonably require, and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Article of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer having been notified that its contributions to the Fund have been under reported and/or underpaid fails within twenty (20) days after such notification to make any required self-audit and/or

contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this Agreement, any provisions of this collective bargaining agreement to the contrary notwithstanding and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with the attorney's fees, and such interest, liquidated damages, or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as maybe established or assessed by the Trustees in their discretion against delinquent Employers.

No oral or written modification of this Article regarding Pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this Article or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

The Company and the Union agree that at any time during the term of this Agreement, the Company may avail itself to the New England Teamsters Alternative Pension Fund Plan. The rates are determined by the Fund based on their calculations to maintain current accrual rates for the employees covered under this Agreement. The Union agrees to re-open the contract and engage in discussions to negotiate the hourly pension contribution.

ARTICLE 22

Arbitration & Grievance Procedures

- A. Grievance Procedure: All grievances or disputes involving any controversy, dispute or misunderstanding arising as to the meaning, application or observance of any provisions of this Agreement shall be handled in the manner hereinafter set forth. It is agreed that all matters pertaining to the interpretation of this agreement must be referred directly to the Joint Committee, provided that if a grievance has not been filed, the matter shall not be a subject of arbitration until a grievance is filed.

Step 1. All grievances must be made in writing to the other party within seven (7) days after the reason for such grievance has occurred. The aggrieved employees or employee's shop steward or another authorized representative of the Union shall first submit a written grievance to the job superintendent or his duly authorized representative. The Shop Steward or another authorized representative of the Union of the employees involved shall be present at any meeting between the job superintendent or his duly authorized representative must make a written disposition of the matter within twenty-four (24) hours after the submission of such written grievance thereto.

Step 2. If the disposition of the matter by the job superintendent or his duly authorized representative is not satisfactory the matter must be taken up by the Business Agent and

representative of the Employer with authority to act, within forty-eight (48) hours of written disposition set forth in Step 1 unless a reasonable time extension is requested by either side.

Step 3. If the disposition of the matter in Step 2 is not satisfactory, either party has a right to file its grievance with the Joint Committee referred to in Section B of this Article within seventy-two (72) hours after Step 2. If a date has not been agreed upon within thirty (30) days the grievance will move to arbitration.

Procedure to be followed at Arbitration Hearing:

1. Both parties must sign a submission form before cases are heard.
 2. Each side may have only one postponement. Unless mutually agreed, if a second postponement is made, the party that is present will hear the case.
- B. The Unions and the several Employers who are signatories to this Agreement shall together establish for the duration of this Agreement a Joint Committee to be known as the "Massachusetts Heavy and Highway Construction Joint Committee". The Joint Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employer, all meetings of the Joint Committee must be attended by each member or his alternate, but the absence of any member or alternate shall not invalidate the action of the members of the Joint Council Committee who are present. The parties in the Joint Committee shall have equal power regardless of the number on each side.
- It shall be the function of the Joint Committee to settle disputes and grievances which cannot be settled in accordance with Steps 1, 2 and 3 of the grievance procedure. The Joint Committee shall meet monthly and shall formulate rules of procedure to govern the conduct of its proceedings, including the time, date and place of meetings. A decision by a majority of the Joint Committee shall be final and binding on the parties and the employees involved. Failure of either party involved to comply with any final decision of, or to submit to the jurisdiction of the Joint Committee, shall give the other party the immediate right to all legal and economic recourse.
- C. Rights of the Joint Committee: The Massachusetts Heavy and Highway Construction Joint Council Committee shall have the right to investigate all facts pertaining to the dispute. The Joint Committee as well as the Local Union's Business Agent and/or stewards shall, upon each dispute or grievance processed in accordance with this Article, have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute. Both parties shall be entitled to present such evidence and witnesses in support of their position as they see fit.
- D. Arbitration: If any grievance or dispute cannot be satisfactorily settled by a majority decision of the panel of the Joint Committee, then the grievance shall be submitted to the American Arbitration Association for final and binding decision pursuant to its rules.

In the event that the losing party fails to abide by the arbitrator's decision, or that either party refuses to submit to his jurisdiction, the other party shall have the right immediately to take all legal and economic recourse.

- E. Violations concerning wages, hours and Pension and Health & Welfare payments shall not be subject to the grievance procedure. In such cases, the Union shall give three (3) working days' notice to the Employer that the Union will withdraw its men from the Employer's service. If the Employer contends there is a question within the aforesaid three (3) working days, with a copy to the Local Union and a copy to the Secretary of the Council, when a grievance has been filed, there shall be no stoppage pending resolution of the grievance pursuant to A. 3, and the subsequent provisions of this Article.
- F. With regard to new equipment which is within the Teamsters jurisdiction and with regard to equipment within Teamsters jurisdiction for which no wage rates appear herein, such wage rates shall be resolved pursuant to Article 21, Section A (3) and the subsequent provisions appearing thereafter in this Article. There shall be no deadlining of equipment or work stoppage pending resolution of the question and the agreed upon rates shall be retroactive.
- G. A grievance under Section F and G of Article 14 of this Agreement shall be processed directly and immediately with the Joint Committee.
- H. The administrative costs of the Joint Committee shall be borne equally by the Association and the Union. In each case, submitted by either the Union or Association, there will be a twenty-five dollar (\$25.00) fee, payable by both the contractor and the Union. Non-Association employers shall pay a service fee of one hundred dollars (\$100.00) per dispute session to the Joint Committee, which fee shall be deposited in the Joint Committee Administrative Account subject to disbursement for committee business purposes by mutual agreement.

ARTICLE 23

Joint Labor/Management Committee

The Parties agree to establish a Joint Labor/Management Committee. The Committee will be comprised of Employer Representatives and Union Agents. The Parties agree to meet no less than four (4) times per year. Special meeting may be called by the respective Co-Chairman of either party, the Employer and/or Business Agent. The purpose of the meetings will be to work collectively to gather information on future projects, provide information on bids, and formulate strategies to secure as much work for the Employers/Employees covered under this agreement.

In the event that the Employers signatory to this agreement are bidding on a project against Contractors that may not be signatory, or that a competitive advantage as a result of wages exist, the Negotiating Committee agree to meet and discuss terms and conditions in a effort to secure such work.

The Negotiating Committee upon notification will meet prior to the submission of such bids. Any agreement reached between the negotiating parties will be subject to ratification of the membership within the specific jurisdiction of the Local Unions.

If any Local Union is not successful in ratifying a competitive wage rate proposal for a specific private job, the Parties shall meet no later than seven (7) days to negotiate a competitive project specific rate for this particular private job.

In the event the negotiations are not successful, the matter shall be submitted by either party to the expedited American Arbitration Association for the purpose of making the signatory contractors competitive on a project specific private contract.

ARTICLE 24

Teamsters Local 25 Training Fund

Section 1. Commencing with the 1st day of June, 2017, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local 25 Training Fund (hereinafter referred to as the "Training Fund") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a full-time, part-time, probationary, temporary or casual employee, irrespective of his status as a member or non-member of Local Union 25, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for every hour worked, the Employer shall make a contribution of \$0.10 per hour to the Training Fund from the first hour of employment, up to a maximum of forty (40) hours per week.

Hourly contributions to the Training Fund must be made for each hour worked on each employee, even though such employee may work only part time under the provisions of this contract.

Section 2. The Employer agrees to and has executed a copy of the Teamsters Local 25 Training Fund Agreement and Declaration of Trust and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

Section 3. The parties agree that the Plan adopted by the Trustees of the Training Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Training Fund as a deduction for income tax purposes.

Section 4. It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Training Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Training Fund.

If the Employer shall fail to make contributions to the Training Fund by the tenth (10th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Training Fund have been under-reported and/or underpaid fails within twenty (20) days after such notification to make any required self-audit

and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Training Fund and/or the Local Union, the Local Union and any of its representatives shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

Section 5. No oral or written modification of this section regarding Training Fund contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the Trustees of the Training Fund.

ARTICLE 25

Mass Sick Time

The Employer agrees to abide by the terms and conditions of M.G.L. c.149, §148C and its accompanying regulations, 940 CMR 33.00 in the administration of the mandated earned sick time requirements. The Employer further agrees not to require any employee covered by this Agreement to use his/her vacation/personal time in lieu of the mandated earned sick time. No benefits will be paid on sick hours and all sick time will be paid at straight time pay.

ARTICLE 26

Termination

The terms of this Agreement shall continue in force until May 31, 2027, except as hereinafter provided, and shall then renew itself from year to year unless either party at least sixty (60) days prior to the expiration of this Agreement sends a notice of a desire to amend this Agreement. The Agreement expresses the complete understanding of the parties on the subject of working conditions, hours and labor and all other conditions of employment, including wages. It is further agreed that neither the Union nor the Employer will present any demands or claims not included herein during the life of this Agreement except as hereinabove stated.

No strike or lockout shall be declared pending the sixty (60) days' notice above provided for.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives and have affixed hereto the seals of their respective organizations, the day and year first written above.

FOR THE UNION:

Thomas G. Mari, Local 25
Mike Clarke, Local 653
George Belanger, Local 59
Sean Foley, Local 170
Bryan Donovan, Jr. Local 404
Joe Benevento, Local 42

UNION NEGOTIATING COMMITTEE

FOR THE ASSOCIATION:

James F. Grosso and Miranda S. Jones Counsel
EMPLOYER'S NEGOTIATION COMMITTEE

FOR THE ASSOCIATION OR EMPLOYER:

COMPANY NAME CIM-LRD

BY: Miranda S. Jones

TITLE: Counsel

DATE: June 15, 2022

FOR THE UNION:

LOCAL

BY: [Signature]

TITLE: President

BY: [Signature]

TITLE: Business Agent

DATE:

WAGES SCHEDULE A

Zone A = Geographic Area of Local 25

Zone B = Geographic Area of Locals 42, 49, 59, 170, 251, 404 and 653

Station Wagons, Panel Trucks,
Trucks & Pickups Trucks

	6/1/2022	6/1/2023	6/1/2024	6/1/2025	6/1/2026
Zone A	38.38	39.88	40.88	41.88	42.88
Zone B	37.28	38.78	39.78	40.78	41.78

Two-Axle Equipment:
Helpers on Low Bed when
assigned at the direction of the
Employer, Warehousemen,
Forklift Operators and
Sweepers

Zone A	38.55	40.05	41.05	42.05	43.05
Zone B	37.45	38.95	39.95	40.95	41.95

Three-Axle Equipment and
Tiremen

Zone A	38.62	40.12	41.12	42.12	43.12
Zone B	37.52	39.02	40.02	41.02	42.02

Four & Five-Axle Equipment

Zone A	38.74	40.24	41.24	42.24	43.24
Zone B	37.64	39.14	40.14	41.14	42.14

Specialized Earth-Moving
Equipment under 35 tons other
than conventional type trucks;
Low Beds, Vac-Haul, Paving
Restoration Equipment;
Mechanics

Zone A	38.84	40.34	41.34	42.34	43.34
Zone B	37.74	39.24	40.24	41.24	42.24

Specialized Earth-Moving
Equipment 35 tons or over, and
articulating end dumps

Zone A	39.13	40.63	41.63	42.63	43.63
Zone B	38.03	39.53	40.53	41.53	42.53

Trailers for Earth Moving
Equipment

Zone A	39.42	40.92	41.92	42.92	43.92
Zone B	38.32	39.82	40.82	41.82	42.82

Power truck \$0.25 differential
by axle

Tunnel Work (underground only)
\$0.40 differential by axle

Hazardous Materials (In Hot Zone only)
\$2.00 premium

	8/1/22	1/1/23	1/1/24	1/1/25	1/1/26	1/1/27
Health & Welfare (all Locals) (Except Local 25)	\$14.07	\$14.57	\$15.07	\$15.57	\$16.17	\$16.77

	8/1/22	8/1/23	8/1/24	8/1/25	8/1/26
Local 25 Health & Welfare Rates	\$13.9125	\$14.4125	\$14.9125	\$15.4125	\$15.9125

	12/1/22	12/1/23	12/1/24	12/1/25	12/1/26
Pension Fund (all Locals)	\$17.29	\$18.67	\$20.17	\$21.78	\$23.52

**APPENDIX
ZONE A, B**

Heavy Highway Zone A

All cities and towns East of interstate 495 and all city and Towns listed below that touch 495

Wareham
Middleborough
Bridgewater
Raynham
Taunton
Norton
Mansfield
Foxborough
Plainville
Wrentham
Franklin
Bellingham
Milford
Hopkinton
Westborough
Marlborough
Berlin
Bolton
Boxborough
Littleton
Westford
Chelmsford
Lowell
Tewksbury
Andover
Lawrence
North Andover
Methuen
Haverhill
Merrimac
Amesbury
Salisbury

Heavy Highway Zone B

All Cities and Towns West of Interstate 495 not listed above.

DRUG TESTING

SCHEDULE B

Alcohol and Drug Use

PREAMBLE

While abuse of alcohol and drugs among our members/employees is the exception rather than the rule, the Local Unions and employer's signator to this Agreement share the concern expressed by many over the growth of substance abuse in American society.

The parties have agreed that the Drug and Alcohol Abuse Program will be modified in the event that further federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements. The parties have incorporated the appropriate changes required by the applicable DOT drug testing rules under 49 CFR Part 40, and agree that if new federally mandated changes are brought about, they too will become part of this Agreement. The drug testing procedure, agreed to by labor and management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

(a) Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances, the Employer may require the employee (in the presence of a union shop steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The supervisor(s) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports.

If requested, the employee will sign a consent form authorizing the clinic to withdraw specimens of blood and urine and release the results of the urine laboratory testing to his/her Employer's Medical Review Officer, in the case of DOT covered employees, and the blood testing results to the Employer, but shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms probable suspicion and reasonable cause shall be synonymous.

An employee may raise an affirmative defense that the positive blood test result was attributable to the proper use of a prescription medication. If the employee raises such a defense to the Company, at the employee's request, the Company shall refer the employee to a qualified physician to discuss the employee's explanation for the positive blood test result. The qualified physician may decide that there is a legitimate explanation and declare the blood drug test to be negative.

The employee may be required to provide evidence that a prescription has been lawfully prescribed by a physician.

A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In the case of a non-DOT covered employee who is unable to provide a urine specimen after a reasonable waiting period [not to exceed one (1) hour], the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone. In DOT-covered cases, if the employee is unable to produce 30mL of urine, he/she shall be given fluids to drink and shall remain at the collection site under observation until able to produce a 30mL specimen, for up to eight (8) hours at the Employer's option. If still unable to produce a 30mL specimen, the blood specimen will be forwarded to the lab for analysis, and the employee shall be referred for medical evaluation. Contractual time limits for disciplinary action, as set forth in the appropriate Article of this Agreement, shall begin on the day on which specimens are drawn. In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously agreed-to procedures shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for alcohol and/or drug intoxication.

(b) DOT Random Testing

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 391, Subpart H.

It is agreed that the Employer shall discontinue urine drug testing in conjunction with the DOT physical after the Employer has implemented its random urine drug testing program and is testing at the fifty percent (50%) rate.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term employee's subject to testing under this agreement is meant to include any employee required to have a DOT physical examination under the Department of Transportation regulations. Employees out on long term injury or disability for any reason shall be removed from the random pool.

(c) Non-Suspicion-Based Post-Accident Testing

Non-suspicion-based post-accident testing is defined as urine drug testing as a result of an accident when the driver is issued a citation for a moving traffic violation arising from an accident. Urine drug testing will be required after accidents meeting the following conditions and drivers are required to present themselves for such testing within thirty-two (32) hours after such accident:

Accident means an occurrence involving a commercial motor vehicle operating on a public road which results in: (i) A fatality; (ii) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (iii) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by tow truck or other vehicle.

The driver has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The driver is responsible to notify the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.

If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he/she shall not be required to submit to post-accident urine drug testing.

The Employer shall make available a urine drug testing kit and an appropriate collection site for the driver to provide specimens.

The provisions of this Article (One-Time Rehabilitation), shall apply to non-suspicion-based post-accident urine drug testing.

(d) Chain of Custody Procedures

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the specimens, additionally ensuring that the specimens tested by the laboratory are those of the employee. The required procedure follows:

(1) For probable suspicion testing, blood shall be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed and labeled and the employee has the responsibility to identify each specimen and initial same. Urine is similarly collected, sealed, labeled and initialed. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the designated testing laboratory on the same day or on the next normal business day, by air courier or other fastest available means.

(2) Where urine specimens are to be provided, at least 30mL of specimen shall be collected and placed in one (1) self-sealing, screw-capped container. Urine specimen in excess of the first (1st) 30mL shall be placed in a second (2nd) such container. They shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each specimen and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form.

The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest available means. In this urine collection procedure, urine shall be obtained directly in a wide-mouthed single-use specimen container, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles. At the employee's request, he/she may void directly into the two (2) self-sealing tamper-resistant urine bottles in the kit.

It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the normal ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Company's MRO for determination as to whether another specimen should be drawn.

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

(e) Drug Testing Kits

(1) Blood and Urine Sample Kits (Probable Suspicion Kits)

The contents of the blood and urine sample kits shall be as follows:

- a. Security seals for sealing, initialing and labeling each blood vial.
- b. Non-alcohol antiseptic swab (providone-iodine 10%).
- c. Holder for evacuated tube and needle.
- d. 20 gauge x 1.5 multiple sterile pyrogen-free needle.
- e. One (1) sterile evacuated GRAY top blood collection tube containing 100 mg sodium fluoride and 20 mg potassium oxalate (or in the same proportion), and one (1) sterile evacuated blood collection tube without anticoagulant, preservative - e.g., RED top tube.
- f. Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities (for kits manufactured after April, 1994).

g. Instructions for specimen collection.

The chain of custody form shall be completed by the hospital/clinic personnel during specimen collection and the appropriate copies for the laboratory placed with the blood and urine specimens into the transportation container. The exterior of the container must then be secured (e.g., by placing the tamper-proof Box Seal over the outlined area). If physically capable, the employee has the responsibility to initial the sealed transportation container.

(2) Urine Collection Kits

The contents of the urine collection kit shall be as follows:

a. Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities, one of which contains a temperature reading device affixed to the outside of the container capable of registering the urine temperature specified in the DOT regulations.

b. A uniquely numbered (i.e. Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area. The employee has the responsibility to initial the sealed transportation container.

c. Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above.

(f) Laboratory Requirements

(1) Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

(2) Specimen Retention

All specimens deemed positive by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

(3) Split Sample Procedure

There will be an optional split sample procedure available to all employees selected for urine drug testing. When any test kit is received by the laboratory, the primary sealed urine specimen bottle shall be immediately removed for testing, and the remaining split sealed bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit containing two (2) containers for the urine specimen. One (1) container must contain at least 30mL of urine, and urine in excess of the first (1st) 30mL shall be placed in the second (2nd) container. Both shall be sealed in the employee's presence, initialed by the employee, then forwarded to an approved laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested positive, in a random or post-accident urine drug test, or if the urine portion of a probable suspicion test is positive after the blood tests negative, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If the employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special checkoff authorization form to ensure payment by the employee. If the employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug.

However, the employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

(4) Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be accredited by the Substance Abuse & Mental Health Services Administration (SAMHSA).

Laboratories that have not previously been approved for blood drug testing but which desire to begin such testing, pursuant to this Agreement, must apply to the parties for approval and be added to the approved list before testing.

(g) Laboratory Testing Methodology

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain the test results from the laboratory relating to the drug test and shall provide a copy to the Union.

(2) Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.

In probable suspicion testing, a positive finding for cannabinoids will be forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry:

- a. The blood/serum contains at least two (2) and up to five (5) nanograms THC/mL and at least ten (10) nanograms THC metabolites/mL.
- b. The blood/serum contains at least five (5) or more nanograms THC/mL, regardless of the THC metabolite concentration.
- c. The blood/serum contains twenty (20) or more nanograms THC metabolites/mL, regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a negative finding shall be reported.

Where other Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

All positive test results must be reviewed by the certifying scientist and certified as accurate.

(3) Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

(4) Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders. The MRO shall review and interpret all urine drug test results, as required by the DOT for all employees tested for drugs under this Agreement, from the laboratory and shall examine alternate medical explanations for such positive tests. Prior to the final decision to verify a positive urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee has not discussed the results of the positive urine drug test with the MRO within five (5) days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

(h) Leave of Absence Prior to Testing

- (1) An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.
- (2) Such leave of absence shall be granted on a one (1)-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.
- (3) Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in this Agreement. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.
- (4) The provisions of this Section shall not apply to probationary employees.

(i) Disciplinary Action Based on Positive Test Results

Consistent with past practice under this Agreement, and notwithstanding any other language in this Agreement, the Employer may take disciplinary action based on the test results as follows:

- (1) If a laboratory, following the procedures described in Parts (f) and (g), reports that a urine test is positive, the employee shall be subject to discharge [except as provided in Part (j)]
- (2) The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.
 - a. If the blood test is positive according to the procedures described in Parts (f) and (g), the employee shall be subject to discharge.
 - b. If the blood test is negative and the urine test is positive, the employee shall be medically unqualified as prescribed by the DOT regulations.
 - c. If the blood test is negative and the urine test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.
- (3) If test results show a blood alcohol concentration equal to or above the level previously determined by this Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to the Discharge Article of this Agreement.

(j) Return to Employment After a Positive Urine Drug Test

- (1) Any employee testing positive for drugs in a urine drug test, thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1)-time lifetime basis if the employee successfully completes a program of evaluation and/or rehabilitation which has been approved by the applicable Health & Welfare Fund where such is the practice. Any cost of evaluation and/or rehabilitation, over and above that paid for by the applicable Health & Welfare Fund, must be borne by the employee.

(2) Employees electing the one-time lifetime evaluation and/or rehabilitation must notify the Company within ten (10) days of being notified by the Company of a positive urine drug test. The evaluation process and/or rehabilitation program must take a minimum of ten (10) days. The employee must begin the evaluation process and/or rehabilitation program within fifteen (15) days after notifying the Company. The employee must request reinstatement promptly after successful completion of the evaluation process and/or rehabilitation program. After the minimum ten (10) day period, the employee may request reinstatement, but must first provide a negative urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Article of this Agreement. After the discharge is sustained, the employee must notify the Company within ten (10) days of the date of the decision, of the desire to enter the evaluation process and/or rehabilitation program.

(3) While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority.

(4) Upon being reinstated, and after providing the negative drug test provided in Subpart (2) of this Subsection, the employee will be subject to three (3) additional tests for drugs without prior notice. Two (2) of these tests will occur within the six (6) months of the employee's reinstatement and the third (3rd) test to occur within the six (6) to twelve (12) month period after the employee's return to employment. A positive test result as set forth in Part (g) of this Section or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

(k) Special Grievance Procedure

(1) The parties shall together create a Special Conference Joint Area Committee consisting of an equal number of employer and union representatives to hear drug-related discipline disputes. All such disputes arising after the establishment of the Special Conference Joint Area Committee shall be taken up between the Employer and Local Union involved. Failing adjustment by these parties, the dispute shall be heard by the Special Conference Joint Area Committee within ninety (90) days of the Committee's receipt of the dispute. Where the Special Conference Joint Area Committee, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal. Where the Special Conference Joint Area Committee is unable to agree on or come to a decision on a dispute, the dispute will be referred to the National Grievance Committee.

(2) The procedures set forth herein maybe invoked only by the authorized Union Representative or the Employer.

(l) Paid-for Time

(1) Training

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

(2) Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

A. Random Drug Tests

1. for all time at the collection site.
- 2 (a). for travel time one way if the collection site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work; or

(b) for travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the terminal.
3. When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.
4. The Employer will not require the city employee to go for urine drug testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.
5. During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random drug test.
6. If a road driver is called at home to take a random drug test at a time when the road driver is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the driver's home and the collection site with no minimum guarantee.

B. Non-Suspicion-Based Post-Accident Testing

1. In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the thirty-two (32) hour period], the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.
2. When the Employer takes a road driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the road driver to return to his/her home terminal in accordance with this Agreement.

Section 4.

The parties agree that they will negotiate language to be incorporated in this Agreement consistent with any new drug and alcohol testing regulations published by the U. S. Department of Transportation and the Federal Highway Administration in the Federal Register.

The parties agree to be signatory to the Mass Heavy and Highway Agreement and all terms contained in it.

For the period of: June 1, 2022 – May 31, 2027

For: Teamsters Local Union No. 25

For: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____