

A G R E E M E N T

between

CITY OF TAUNTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1144(A)

of the

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO**



**DEPARTMENT OF PUBLIC WORKS
PARKS, CEMETERIES & PUBLIC GROUNDS
CITY HALL - LIBRARY & POLICE CUSTODIANS**

July 1, 2025 - June 30, 2028

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AGREEMENT

THIS AGREEMENT entered into by and between the City of Taunton, Massachusetts, hereinafter referred to as the Employer, and the Massachusetts Laborers' District Council, in behalf of Public Employees Local Union 1144(A), Laborers' International Union of North America AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

DECLARATION OF PRINCIPLES

Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, age, gender identity, national origin or Union activity.

ARTICLE 1 UNION RECOGNITION - AGENCY SHOP FEES

Section 1. Recognition (Bargaining Unit):

The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for all such employees of the Parks, Cemeteries and Public Grounds Department, Department of Public Works, Library, and City Hall Custodians, and Police Department Civilian Personnel other than clerical employees, but excluding all Department Managers, Office Managers, Chief Operator and Sanitary Engineer at the Water Treatment Plant and Superintendents of each Department.

Section 2.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

Section 3. Dues and Fees Check off:

The Employer agrees to deduct Union dues and agency service fees from the employees pay upon receipt of proper authorization and remit such amounts to the Secretary-Treasurer of Public Employees Local Union 1144. The City will notify Local 1144 of new hires, retirements, terminations, and workers compensation within 20 days by an email with their name, position and department.

Section 4. Union Meetings:

Elected Union officials shall be granted time off with pay to attend: **a)** all scheduled Local Union meetings, **b)** all meetings of the Massachusetts Laborers' District Council, and **c)** as delegates for International LIUNA Regional Conferences and as delegates to the LIUNA International Convention, held every five (5) years and/or per Constitution.

Section 5. LIUNA Industrial Pension Default Schedule:

\$0.15, \$0.17 and \$0.19 respective contract years – “year 8, year 9 and year 10.”

ARTICLE 2
EMPLOYEE RIGHTS

Section 1.

All benefits, working conditions and privileges enjoyed by the employees covered by this Agreement prior to this Agreement shall continue in effect unless specifically waived in this Agreement or otherwise modified by this Agreement.

Section 2. Employee Rights and Obligations:

Except to the extent that there is contained in the Agreement an express and specific provision to the contrary, employees shall have and be protected in the exercise of the rights, freely and without fear of penalty or reprisal, to form, join or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of the Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any and all such activities. In the exercise of such rights, the employee shall be free from any discrimination in regard to tenure, promotion or other condition of employment. The Union agrees

that it shall represent the interest of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

ARTICLE 3 **RIGHTS OF MANAGEMENT**

Section 1. Rights of Management:

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the City are retained by and reserved exclusively to the Employer, including but not limited to, the right to manage the affairs of the City and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted, including the contracting out of work; to determine the schedule and hours of work and the assignment of employment to employees; to establish new job classifications and job duties and functions, and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, transfer, assign, retain, discipline, suspend, demote and discharge employees with just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the Department.

Section 2. Department of Public Works:

In accordance with City Ordinance, there is a Municipal Department of Public Works whose function and duties are administered by a Commissioner. The Commissioner of the Department of Public Works shall be empowered with the authority to direct, supervise, and manage all City employees comprising the Department of Public Works, including the Street & Drains, Sewer, Water, Building, Engineering, VMD and Sealer of Weights and Measures in all City projects where more than one department is involved and said public works projects to be determined at the discretion of said Commissioner.

Section 3. Emergencies:

The Mayor retains the right to declare an emergency and, in cases thereof, to direct all municipal employees; to take appropriate action to relieve said emergency condition or conditions. In the absence of the Mayor, the President of the Municipal Council shall have the authority to declare emergencies and to take appropriate action to relieve said emergency condition or conditions.

ARTICLE 4 **CIVIL SERVICE/SENIORITY**

Section 1.

The Union and the Employer agree and recognize that when employees covered by this Agreement are Civil Service Employees and are covered by Chapter 31 of the General Laws, it is agreed that all Civil Service Rules under said Chapter 31 shall be adhered to. It is also agreed that if any provision of this Agreement is in contravention of the laws or regulations of the United States of America or the Commonwealth of Massachusetts, such provision shall be superseded by the appropriate provision of such a law or regulation so long as the same is in full force and effect; but all other provisions of this Agreement shall continue in full force and effect.

The City agrees to fill all vacant positions in accordance with Civil Service Rules and Regulations. The City shall make every effort to properly train personnel prior to assuming a new position and shall constantly strive to prepare employees for advancement.

Section 2. Permanent and Provisional Civil Service Employees & Probationary Period

All permanent and provisional Civil Service Employees on the employment rolls of the City as of July 1, 1983 are covered by this Agreement and shall be entitled to all the benefits and privileges provided herein.

All permanent and provisional employees shall be entitled to all benefits after the employee has completed ninety (90) days of employment. These benefits shall be retroactive back to the first day of employment.

ARTICLE 5
GROUP INSURANCE

Section 1:

The City shall provide health insurance benefits to eligible employees effective October 1, 2004. Said health insurance benefits shall be provided at the following contribution rates by the following providers under the following plans:

HMO Policy:

Existing employees (as of June 1, 2004): City – 77%/Employee – 23%

New hires (hired after June 1, 2004): City – 75%/Employee – 25%

Indemnity Plan:

City – 75%/Employee – 25%

In the event that the third party administrator acting pursuant to its Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments. The City shall immediately notify the Local 1144 and the parties shall bargain over the proposed change. In the event that the proposed change is implemented, the City shall bargain with Local 1144 over the impact of the change.

Section 2.

The Employee's percentage share of the premiums shall be paid on a pre-tax basis pursuant to the City's adoption of a so-called "Cafeteria Plan" for this purpose.

Section 3. Health Insurance Reopener.

In the event that the City of Taunton agrees to pay or, in fact, pays more than seventy-five percent (75%) of the cost of health insurance coverage for any of its employees, then the City will immediately notify the Union of said agreement or payment, and will immediately reopen this Agreement to renegotiate the percentage of the cost of health insurance for unit employees to be paid by the City.

ARTICLE 6 HOLIDAYS

Section 1.

Regular employees shall be paid for each of the following holidays, and for all State declared holidays unless said employee is held ineligible due to reasons noted in Section 2.

½ workday before New Year's
New Year's Day
Martin Luther King Day
Washington's Birthday
½ Day Good Friday
Patriots' Day
Memorial Day
Juneteenth (June 19th)
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
½ workday before Christmas
Christmas Day

In the event any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration.

Section 2.

No employee will be paid for any of the holidays delineated in Section 1 above or any other State declared holidays if the employee was on sick leave or leave without pay his/her last scheduled workday immediately prior to or his/her next scheduled work day immediately after a holiday. This section is not applicable to any employee who is on sick leave at least one (1) week prior to or after a holiday, who is hospitalized at any time during the holiday period, or to an employee's first absence in a fiscal year immediately prior to or after a holiday.

All employee's who are assigned to a seven (7) day schedule, the recognized holidays shall be celebrated the actual day of the holiday for benefits purposes.

Section 3.

Any day City Hall closes, all bargaining unit members who actually work the day City Hall is closed shall receive a comp day within ninety (90) days.

Section 4.

All legal holidays shall be paid at straight time. Actual holidays worked by the employee (this includes the Water Treatment Plant, seven-day operations) shall be paid as follows:

Regular pay for the day, plus time and one-half for the time worked up to eight (8) hours, plus double time and one-half for all hours worked over eight (8) on a holiday.

Section 5.

Employees shall receive holiday pay for holidays that fall on their day off and not compensatory time off.

ARTICLE 7
PERSONAL DAYS

Section 1.

Effective July 1, 2007, a single personal day request will only require a 15 minute call-in to the department manager or his/her designee, which approval shall not be arbitrarily or unreasonably withheld. There are five (5) Personal Days per year. Said Personal Days may be accumulated to a maximum of ten (10) days.

Section 2.

Employees may request in writing three (3) sick days be converted to personal days per contract year. These three (3) days will not be counted against the sick leave incentive. A copy of the approved request must be forwarded to the Human Resources Department and the Treasurer's Office.

Section 3.

Unused personal days shall be paid upon retirement, death or resignation. In case of death, payment shall be made in full to the beneficiary and/or estate.

ARTICLE 8
SICK LEAVE

Section 1.

Newly hired employees, shall be entitled to sick leave benefits after the employee has completed ninety (90) days of employment. These benefits shall be retroactive back to the first day of employment. Sick leave accumulation shall be unlimited, and shall not lapse. Employees shall be entitled to their sick leave as it becomes earned whether they have the maximum sick leave to their credit or not. Sick leave shall not be taken in advance.

Section 2.

Upon the request of the Department Manager, any employee covered by this Agreement shall furnish a certificate from an attending physician for all consecutive days off each leave beyond three (3) days, stating the nature of the illness and that the employee is able to return to work.

Section 3. Notification

An employee who is absent because of sickness shall notify his/her Department Manager or other appropriate person as to the nature of his/her illness as early as practicable on the first day of such absence and every Friday thereafter as long as the employee is absent. The notification shall be made prior to the start of the employee's day work shift, and the call out is for the full shift. For the afternoon or midnight shift, the notification shall be made at least two (2) hours before the start of the respective work shift. In addition, upon first notification it shall be incumbent upon the employee to specifically advise his/her supervisor relative to the status of his/her sick leave credits as follows:

- 1) That he/she has sufficient credited leave to cover the period of illness, injury, or
- 2) That he/she is aware that leave taking in excess of the sick leave credit will automatically be charged against his/her vacation credits, unless
- 3) The employee specifically requests and receives approval for leave-without-pay to cover the excess leave; or

- 4) If the employee has neither sick leave nor vacation leave credits, he/she will be placed in a leave-without-pay status, unless circumstances indicate that other appropriate action should be taken. Failure to notify the Department or Division Manager of absence will result in the employee being placed on a leave-without-pay status.

Section 4. Prior Approval

Request for sick leave (not of an emergency nature) for medical, dental, or optical treatment shall be submitted two (2) days prior to the beginning of the leave. This provision shall not apply to an employee whose appointment for such treatment has been re-scheduled so that the two (2) day notice cannot be fulfilled.

Section 5.

Whenever an employee is absent because of personal illness, the number of days absent with pay shall be charged against his/her sick leave credits on records kept in each department for all employees under its supervision and direction. Employees may use seven (7) sick days in a calendar year for family illness if they have sufficient sick leave credit. Family shall be defined as: spouse, child, grandchild, and members of the employees household, also parents whether they live within the household or not.

Section 6.

A permanent employee who is a member of the Armed Forces of the United States shall be entitled to all sick leave benefits after having resumed his/her duties as an employee of the City of Taunton and no sick leave which the employee may have accumulated shall be lost or lapsed because of military leave. The above regulations shall apply to all employees covered by this Agreement, if the employee returns to work within six (6) months after discharge.

Section 7.

An employee whose service is terminated for any reason shall not be entitled to compensation in lieu of sick leave not used, except that an employee whose service is terminated by reason of death or retirement in accordance with regulations of the City of Taunton, Massachusetts Retirement system, shall be paid for accumulated sick leave at their regular rate of pay being received at the time of their death or said retirement, payable to the employee or his/her estate. Effective July 1, 2007 the payable amount will not exceed thirteen thousand dollars (\$13,000.00).

Section 8.

Any employee covered by this Agreement who is over the age of sixty-two (62), has worked for the City five (5) years or more but does not qualify for retirement under the provisions of the City of Taunton Retirement System, but is retiring under the provisions of the Social Security System and is leaving the employ of the City of Taunton, shall be entitled to the same sick leave buy back as other employees covered by this Agreement.

Section 9.

The City will utilize its sick time policy should they identify a pattern of abuse. The policy is on file with the Human Resources Department and has been placed on file in cases with the Civil Service Commission.

ARTICLE 9
SICK LEAVE INCENTIVE

Employees covered by this Agreement shall be entitled to a sick leave incentive dollar amount for each calendar year per the following schedule:

Days Used	Incentive Amount
0	\$600.00
1	500.00
2	400.00
3	300.00

Usage of over 3 days will result in no dollar incentive for that employee. Donations to the sick leave bank shall not be counted as days used. Days on Worker's Compensation shall be counted as days used.

Incentive will be paid the first pay period in February each year. Amounts will be pro-rated for employees who leave employ for each month of service and paid at the time of termination.

ARTICLE 10
SICK LEAVE BANK

The City and the Union hereby establish a Sick Leave Bank for all bargaining unit employees. The Bank will be governed by a five (5) person Board of Directors: three (3) of the five (5) Directors shall be appointed by and serve at the discretion of the Union and two (2) Management members shall be appointed by and serve at the discretion of the City. The Board shall promulgate the rules and regulations of and for the Sick Leave Bank. All rules and regulations must be consistent with the following negotiated principles:

- a) No sick leave will be issued to any employee who has not already exhausted his/her own allotment of all accrued time from the City. Vacation leave also will not accrue after the first 12 weeks (consistent with present practice) or while on sick leave bank.
- b) No sick leave will be issued to any employee who is not seriously ill.
- c) Applicant to the sick leave bank must be a Union member.
- d) In those Departments where temporary and provisional employees receive the same benefits as permanent employees, all employees (permanent, temporary and provisional) can apply to the bank. In those Departments where temporary and provisional employees do not receive the same benefits as permanent employees, only permanent employees can apply to the bank.
- e) Applicant must fill out an application form that the Stewards will have.
- f) Application must be accompanied by a doctor's certificate stating the nature of the illness and the expected duration of the applicant's absence.
- g) Board recommends that application be submitted in sufficient time (such as two weeks) prior to the exhaustion of his/her own sick leave.
- h) The Board reserves the right to call in a doctor of their own choice for examination and consultation.
- i) Any person who, in the Board's opinion, has abused sick leave in the past will not be eligible to receive any days from the sick leave bank.
- j) No retroactive sick leave will be granted.
- k) Maximum amount of time granted by the Board to an individual will be thirty (30) working days before a review.
- l) The Board will report to the applicant and the membership its decision with supporting reasons.
- m) The Board will allow appeal review; however, the Board has the final say.
- n) The Board reserves the right to open a review of a case at any time.

- o) The Mayor's Office will notify Departments to dock one sick day from each permanent Union employee at the beginning of each fiscal year. The city and the Union will not deduct any sick days on July 1 of the upcoming years until the floor of 1500 sick bank days has been reached.
- p) Employees awaiting worker's compensation may borrow from the bank if their own sick leave is exhausted, but the time granted from the Bank must be returned to the Bank when worker's compensation restoration is made.
- q) Any unused time issued from the bank is to be returned to the bank after the member returns to work.
- r) The decision of the Sick Bank Board of Directors is final and is not subject to the grievance and arbitration procedure.
- s) The Board will review the employee's eligibility for continued sick leave bank ninety (90) calendar days after the employee was originally approved for the sick leave bank and will review said eligibility every ninety (90) calendar days thereafter.
- t) Employees must exhaust all accrued time before being eligible for the sick leave bank.

All members of the bargaining unit will contribute one (1) sick leave day to the Sick Leave Bank on July 1. Employees covered by this contract may, upon retirement or death, contribute up to a maximum of thirty (30) unused sick leave days to the Sick Leave Bank.

ARTICLE 11 **VACATIONS**

Section 1.

Effective July 1, 1982 vacation leave shall henceforth be accumulated on a fiscal year cycle. All employees covered by this Agreement shall be eligible for vacation credits on a pro-rata basis. In the first year of employ vacation shall be pro-rata from date of employment through June 30th, based on a two-week per year accumulation: i.e. Employment date Feb.1, (Feb-June) equals 5 months times .8333 (10 vac. days divided by 12 months) = 4.17 days vacation to be credited as of July 1st. Each July 1st thereafter, through year four (4) an employee would be entitled to two (2) weeks vacation. Should an employee choose not to take an earned vacation period in a given year, said person may use it the following year in addition to the earned vacation period for that year. However, no employee may accrue more than one (1) year of additional vacation period.

Section 2. Any employee covered by this Agreement, who has worked continuously, shall be granted an annual vacation without loss of pay as follows:

5 years through 9 years = three (3) weeks vacation
10 years through 16 years = four (4) weeks vacation
17 years through 24 years = five (5) weeks vacation
25 years and over will receive six (6) weeks vacation

The additional week shall be granted on the employee's anniversary date of employment. Upon retirement, death, or termination during any given year, any eligible person will be credited for outstanding earned vacation. Minimum notification of twenty-four (24) hours before beginning of regular scheduled reporting time is required for single vacation days. In addition, all Local Union 1144(A) employees on the payroll as of February 10, 2003 (Furlough Agreement), shall be eligible to carry over an additional fifteen (15) vacation days above and beyond the limits detailed above in this section.

Section 3.

In the event the City Council approves a different vacation schedule for Administrators, during the term of this contract, the City will reopen this Agreement for unit employees to receive the same vacation schedule.

Section 4.

An employee who began employment after October 2, 1986, may not take more than 2 consecutive weeks of vacation. All vacations must be approved by the employee's direct supervisor.

ARTICLE 12
BEREAVEMENT LEAVE

Section 1.

An employee covered by this Agreement shall be allowed bereavement leave with pay upon the death of the employee's spouse, child, grandchild, brother, sister, brother-in-law, sister-in-law, parent, grandparent, son-in-law, daughter-in-law, or immediate family member, or upon the death of the employee's spouse's child, parent, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, significant other, or member of the employee's household. The employee will be granted up to (4) working days of leave to attend funeral services. Such days may be consecutive or non-consecutive but must be used within three months of the passing of the employee's family member. The timing of when the leave is taken is to be discussed with the employee's department head and/or human resources. If

additional leave is needed beyond (4) working days or outside of the three month period, permission must be granted by the Mayor and/or the Mayor's designee.

Section 2.

In addition, one (1) day of funeral leave shall be granted to those employees who attend funeral services for their or their spouse's or significant other's aunt, uncle, niece, nephew or cousin.

Section 3.

In the event any of the relatives mentioned in Section 2 above reside within the employee's household, said employee shall be granted three (3) days funeral leave.

Section 4.

If out of state travel is necessary, additional time shall be granted, at the discretion of the Mayor, or his/her designee.

ARTICLE 13
OVERTIME

All time worked in excess of eight (8) hours in any one day, or after forty (40) hours in any one week shall be paid at the rate of time and one-half of the hourly rate. Overtime will be rotated equally among those willing to accept it. Overtime shall not be paid twice for the same call back period.

After the effective date of this Agreement, there will be a six (6) month period of cross training. After the completion of said six (6) months of cross training, the overtime lists for the Water Department and Streets and Drains Department shall be combined. The City agrees to meet and discuss the combined overtime list with the Union prior to implementation.

Management will give notice of scheduled weekend overtime by 12pm on Friday when practicable.

ARTICLE 14 **WORKWEEK**

Section 1.

The work week in the Labor Division shall begin on Monday and end on Friday (except regular seven-day operations), consisting of five (5) eight (8) hour days.

Section 2. Seven Day Operations Only.

The work week for employees in seven (7) day operations is Sunday through Saturday and consists of a five (5) day, forty (40) hour period with two (2) consecutive days off in each week.

Section 4. Street Department.

The most junior employee at the Street Division, Labor Division, will have his/her work week consisting of five (5) eight (8) hour shifts, with two (2) consecutive days off. Position shall be posted as such and not subject to change each week.

Section 5. Subcontracting.

The City agrees to a pre-job conference between the Union and the City, before integrated work commences, for all jobs contracted out, to determine premium rates to be paid to City personnel when working with the contractor.

Section 6. Time Clocks.

All employees shall be required to utilize time clocks in accordance with the Time Clock Standards attached as Exhibit B. Employees may punch out on any available City time clock and are not required to punch out at the Craig Sherman Operations Center, unless instructed to do so by management.

Section 7. Overtime

Overtime work after Thursday at 5:00 p.m. will be considered part of the following week's work period for payment purposes.

Section 8. Orientation

Employees required to report early for orientation in those operations requiring the same will be paid their regular rate of pay for time worked, e.g., Water Treatment Plant.

ARTICLE 15 **WORKING IN A HIGHER CLASSIFICATION**

Section 1.

Employees assigned, with Department Manager approval, to work in a higher classification shall receive the higher rate of pay for all work after the second day

of assignment to higher classification. Employees working in the same higher classification long term, with no break in service in that higher classification, shall be credited with such time for the purpose of step raises in the higher classification. This shall apply only if such employee is officially promoted to the higher classification title as defined by MGL Chapter 31.

Section 2. Work in a Lower Classification.

Employees may work temporarily or part-time in a lower classification without any loss in pay.

Section 3. Temporary Assignment.

Workers from one department can assist members of another department when assistance is required on a temporary basis. If temporary assistance is to exceed two (2) days, it will be subject to Union notification and approval.

The above Section does not apply to temporary assignments between the Water and Streets and Drains Departments of the Operations Division. (See Section 5 of this Article)

Section 4. Volunteers.

The City may utilize other Municipal Departments and volunteer groups to perform work in other City Departments so long as members of the work force are not displaced by doing so. Also, members of the work force may be required to assist other Municipal Departments when directed by the Department Manager. All of the preceding language is subject to Union notification and approval.

Section 5. Temporary Assignments between the Water and Streets and Drains Departments of the Operations Division.

In addition to the duties set forth in the job descriptions of the various classifications represented by this bargaining unit, all employees in the Water or Streets and Drains Departments of the Operations Division may be assigned to perform the duties of a Laborer/Truck Driver within either the Water or Streets and Drains Departments, as management determines. None of said duties shall include work which requires a license from the Commonwealth of Massachusetts which the employee does not possess.

Section 6.

Any employee that has to be away for one (1) or more weeks of training in the Armed Forces will receive their normal pay check from the City.

Section 7.

The payday may be changed from Thursday to Friday at the option of the City provided that all other Unions in the City agree.

ARTICLE 16
CALL BACK

Section 1.

Employees covered by this Agreement who are called back to work after completion of the day's work and have left their place of employment shall be guaranteed four (4) hours pay at time and one-half.

Section 2. Emergency Stand-by.

When the Mayor or Department Manager deem an emergency exists, employees will be paid five (5) hours straight time when asked to stand-by on Saturday, Sunday and Holidays. Employees in any Department may be asked to stand-by.

Section 3. Standby.

Each Working Foreman, Senior Working Foreman and General Foreman in the Water and Streets and Drains Departments of the Operations Division appointed after the effective date of this Agreement shall be required to perform Standby duty. Such Standby duty shall be equally distributed about such Foremen, Senior Working Foremen and General foremen in the Operations Division, as well as those grandfathered Foremen who desire to do this work, on a weekly basis. Foremen in the Operations Division shall be paid \$50.00 per day for being on Standby. Employees shall have use of a City vehicle while serving on Standby duty.

Employees may, with the prior approval of Management, switch Standby duty on a weekly basis. Should an employee on Standby duty become unavailable for an unforeseen reason, the employee may obtain substitute coverage, upon notification

to Management. The “substitute” employee serving such Standby duty shall not receive additional Standby pay.

All employees called back, including employees on Standby, shall have their hours or work calculated, in accordance with past practice, from the time that the employee receives the call.

Each Working Foreman, Senior Working Foreman and General Foreman appointed in the Water and Streets and Drains Departments of the Operations Division as of the effective date of this Agreement shall be given an opportunity once each year to choose whether or not each wishes to participate in the mandatory weekly Standby duty assignments for the following year.

The Foreman on Standby duty shall respond to and document all calls for overtime work. As needed, the Standby Foreman shall notify DigSafe, obtain a police detail, and shall call in appropriate crews to perform repairs. The Standby Foreman will either mark out underground utilities or will assign appropriate personnel to do so. The Standby Foreman shall be responsible for continued proper supervision of any needed overtime repair work.

“Document” as referred above, shall mean that the Standby Foreman will put in writing both the names of the employees, and the times for which they shall be paid, i.e. the time from which the employee on Standby and each individual called back shall commence payment in accordance with the requirements above, and the departure time.

With regard to the Parks, Cemeteries and Public Grounds Department, the Working Foremen shall rotate Standby duty on a weekly basis. These Working Foremen will receive \$350.00 per week or \$50 per day in Standby Pay and will receive the four (4) hour minimum if required to respond to perform overtime work. In the event the Working Foreman on Standby duty is not available to take calls, the second Working Foreman shall be called. The Commissioner shall use the Parks, Cemeteries and Public Grounds Department overtime list by seniority if employees need to be called in to perform work. Said employees called in shall receive the four (4) hour minimum.

Section 4. Call Back Time.

All call backs including call backs pursuant to the snow and ice agreement must arrive within 1 hour after the call if accepting overtime.

ARTICLE 17 **SENIORITY**

To the extent permitted by applicable law (including M.G.L. Chapter 31), seniority shall govern for all purposes. Seniority shall mean length of continuous employment in the bargaining unit.

In the event of reduction in force (RIF), the least senior employee shall be laid-off first. In the event that a laid-off employee(s) is or are recalled, the most senior laid-off employee will be recalled first.

Seniority shall also apply to the granting of benefits. Senior employees will get first choice on vacation scheduling.

The City reserves the right to promote and/or transfer qualified employees, however, it also agrees to give preference to the three (3) most senior applicants who have the required qualifications for the position into which they are to be transferred and/or promoted.

ARTICLE 18 **CLOTHING, TOOL, AUTOMOBILE ALLOWANCE**

Section 1. Clothing Allowance.

Effective July 1, 2017, clothing allowance (\$650.00) will be rolled in to the base pay. (*i.e.* $(\$650.00/52)/40=.31\text{cents per hour}$).

Section 2. [Deleted]

Section 3. Tool Allowance.

All employees of the Department of Public Works, Parks, Cemeteries and Public Grounds Department shall, in the case of loss or theft, not caused by the employee's own negligence, of a privately owned tool(s) used in the performance of their regular municipal duties, receive reimbursement in the aggregate, not to exceed Two Hundred fifty Dollars (\$250.00). Said reimbursement shall be at the discretion of the department manager . Tools necessary for the job will be provided by the City.

Carpenters, Mechanics, Plumbers and Electricians who are required to provide and use personal tools to complete their essential job functions will be reimbursed up to \$250.00 per year to be paid in the last payroll of each fiscal year upon submission of purchase receipts. In order to be eligible to receive this tool allowance, employees must agree with their supervisors at the beginning of each year to a written list of personal tools which employees are required to provide and use to complete their essential job functions. The City retains the option of providing any required tools to employees.

Section 4. Automobile Reimbursement:

In the event that an employee is required to use a personal vehicle to carry out job duties, rather than a City vehicle, reimbursement for miles driven will be made at the IRS rate in accordance with the City travel reimbursement policy.

Section 5. Education Incentive.

The City shall reimburse employees covered by this Agreement the full cost of completed educational courses that are job or advancement related, subject to Department Manager approval and a passing grade for the course.

ARTICLE 19
EMPLOYEE PROTECTION

Section 1. Protective Covering.

All vehicles to be purchased or rented by the City, from the date of inception of this contract, such as bulldozers, loaders, etc. must have protective covering during inclement weather.

Section 2. Safety.

- a) The City will use no force or coercion on an employee endangering his/her life or the life of a fellow employee, nor will the City violate State and Federal Safety Ordinances or Laws.
- b) The Employer agrees to permit representatives of Laborers' International Union of North America, AFL-CIO and/or Local 1144 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

- c) No employee shall be required to operate or drive any equipment that is unsafe or defective within the generally accepted standards as determined and published by the Safety Committee.
- d) A First-Aid Kit shall be included in the standard equipment of all trucks.
- e) Watchmen will be supplied with police/security type flashlights.
- f) Employees are required to properly use the trench box whenever working in trenches, as required by Massachusetts or OSHA regulations.

Section 3. Emergency Equipment and Training.

- a) Wherever there is any safety or emergency equipment (i.e. fire extinguishers, breathing apparatus, emergency repair kits, emergent shower and eye wash, etc.) within the employee's regular work area, management shall instruct all employees on the proper use of such safety and emergency equipment.
- b) Employees are required to properly use the trench box whenever working in trenches, as required by Massachusetts or OSHA regulations.
- c) The City shall design a program once a year to train all employees who want to participate in learning First Aid and CPR. The City shall bear all costs for training and certification for all courses and other preventative safety courses.
- d) Each department shall develop and train employees in the safe operation of equipment and machines, in the safe handling of materials and chemicals, and procedures for emergency situations that may occur (i.e. power outages, fires, chemical spills, etc.).

ARTICLE 20 **GRIEVANCE PROCEDURE**

Section 1.

There shall be a Union Grievance Committee composed of not more than three (3) employees from within the bargaining unit who shall be designated by the Union to process differences that may arise between the parties in the manner hereinafter provided.

Section 2.

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Employer and the Union, or between the Employer and any

Employee with respect to the interpretation, application, claim or breach or violation of any of the provisions of the Agreement.

Section 3.

Any such grievance shall be settled in accordance with the following procedure:

- a) A grievance shall be presented by the aggrieved employee and the Union Steward within five (5) days of the alleged grievance, to the Division or Department Chief, who shall give his/her answer within five (5) working days thereafter.
- b) Failing to settle the grievance under Section 3(a), it shall be reduced in writing by the employee and presented to the Department Manager or Director by the aggrieved employee and Union representatives and the Department Manager or Director shall give his/her answer in writing within five (5) days thereafter.
- c) Failing to settle the matter under Section 3(a) or 3(b) the aggrieved employee, Union representative, the Mayor and/or City officials shall meet within five (5) working days, and an answer shall be given in writing within five (5) working days thereafter. In the event the Department Manager or Director or Mayor or both are absent from the City at the time of the alleged grievance, the time period in Section 3(b) and Section 3(c) shall commence to run as of the next time the Department Manager or Director shall return to the City.
- d) The Union and the City agree to accept and act promptly upon any grievance of a general nature received from one another. Any such grievance will be presented in writing and will be processed in accordance with paragraphs (c) and (e) hereof.
- e) In the event the grievance is not settled in a manner satisfactory to the aggrieved party, they, together with the Union, may submit such grievance to arbitration in the manner provided herein filing a demand for arbitration with the American Arbitration Association of the Massachusetts Department of Labor Relations (DLR) within forty-five (45) business days after its receipt of the section c above.

Section 4. Arbitration Procedure.

Shall be as follows:

- a) The Union and the City will attempt to agree on an impartial arbitrator to hear and decide the unresolved grievance. Both parties agree that the arbitrator's decision will be final and binding; the cost of the arbitration will be borne equally by the City and the Union. If the City and the Union cannot agree on the individual to serve as an impartial arbitrator within a reasonable time, the arbitrator shall be selected by the American Arbitration Association pursuant to the Voluntary Labor

Arbitration Rules of said Association. Either party may submit to the American Arbitration Association or if the parties mutually agree, they may submit their request to the Division of Labor Relations.

- b) Union Stewards and Officers shall be granted sufficient time off during working hours to investigate and/or resolve grievances and/or complaints. Union Stewards and Officers shall be granted such time off without loss of pay.

Section 5. Arbitration.

Aggrieved members shall have the right to Union representation including International Representatives through the entire course of the grievance procedure. Nothing in this grievance procedure shall be construed to change, conflict, amend or affect in any way the rules and regulations of Civil Service of Massachusetts General Laws, Chapter 31.

ARTICLE 21 **MISCELLANEOUS PROVISIONS**

Section 1. Notification of Accrued Sick Leave, Vacation, Personal Days and Compensatory Days.

The Employer agrees to notify all employees of accrued sick leave, vacation, personal days and compensatory days each month.

The City agrees to pay employees the difference between an employee's normal salary and compensation received for jury duty for each day that an employee is engaged in jury service.

Section 2. Meal Allowance.

All employees covered by this Agreement shall be granted a meal period of one-half hour (1/2) duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. Employees of the Park/Recreation Department will take one-half (1/2) hour lunch time on the job site. If deemed necessary, the job Supervisor may allow employees to return to the shop to wash. However, it shall be understood that the Department Manager shall have final jurisdiction in these matters. Lunch will be taken at the DPW Garage for DPW employees within a reasonable distance of the job site.

Section 3. Bulletin Boards.

The Employer shall allow the Union to use Department Bulletin Boards for the posting of Union notices, rules and regulations appearing over the signature of either the President or the Secretary of the Local Union. Announcements shall be posted in a conspicuous place where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 4.

Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and any benefits, privileges or working conditions existing prior to this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying, or changing such benefits, privileges or working conditions, it shall be subject to negotiation between the parties.

Section 5. Special License Fees.

The Employer shall reimburse employees the amount paid for all required special license fees, including but not limited to, all levels of Commercial Drivers License (CDL), all grades Water Treatment, Hoisting license, Back-flow prevention (cross connection), Pool Certificate, however, not to include basic motor vehicle operator licenses. The employer shall reimburse employees for any mandated courses required to maintain job required licenses.

Section 6. Seminar and In-Service Programs.

The City shall pay employees for time and registration fees for Seminar and In-Service Programs and Regional Meetings, if approved by Department or Division Manager.

Section 7. Deleted

Section 8. Deleted

Section 9. Employee Lunch/Break Room.

Whenever feasible the City agrees to provide a break room for employees covered by this Agreement in all Departments.

Section 10. Physical Examinations.

Any employee required to take physical examination for a work-related DOT license (such as a CDL), may have such scheduled during their regular working hours, and be permitted to attend without a loss of wages. Employees shall use accrued time to attend other physical examinations if during work hours.

Section 11. Job Descriptions.

The City agrees to negotiate and discuss proposed new job descriptions with the Union and shall implement same, subject to agreement with the Union, but no earlier than April 1, 2014.

Section 12. Snow removal/Emergency Calls Committee.

A snow removal/emergency calls committee will be formed to meet and come up with a procedure that will be implemented during the first snow removal/emergency call event. After the first snow removal/emergency event, the committee will meet again to determine the effectiveness of the procedure and determine whether any changes need to be need. The Committee will be made up of 4-5 people including 2-3 1144A members, DPW Management and a member from the City.

Section 13. Heat Index.

If the heat index reaches 120 Degrees F as per the attached chart, there may be an alternative work schedule agreed upon between management and the union which minimizes exposure. Any agreed upon adjustments to the work schedule due to high heat would be without additional compensation and at the Department Head's discretion.

ARTICLE 22
SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected,

modified, altered, or changed in any respect whatsoever by the take-over, assumption or contracting out of any plant, operation, function, or part thereof.

It is agreed that a successor employer shall continue the employment of present employees who seek such employment. However, the Union shall have the right to renegotiate this Agreement or portions thereof with any successor or assign, and the Union shall also have the right to terminate the Agreement with the successor or assign upon written notice to said successor or assign.

ARTICLE 23 **PAYROLL & WAGES**

Section 1.

The compensation and classification plan attached hereto as Attachment "A" shall become effective as of July 1, 2025. All wage scales shall be increased by 4.0% effective as of July 1, 2025; and then 2.5% as of July 1, 2026; and then 3.5% as of July 1, 2027.

Section 2. Direct Deposit

Effective July 1, 2011 or at a date following, employees will be required to enroll in direct deposit.

ARTICLE 24 **LEAVES OF ABSENCE**

Family and Medical Leave: Employees shall be granted up to twelve (12) weeks leave under the Family and Medical Leave Act of 1993 with all rights and benefits set forth by said Act. For the purposes of defining the leave year in accordance with the provisions of the Family and Medical Leave Act (FMLA), said year shall be defined by contract fiscal years, i.e. July 01 through June 30.

Leave of Absence: Leaves of absence without pay for a limited period of time subject to the approval of the employee's department manager and/or the Mayor or his designee, which approval shall not be arbitrarily or unreasonably withheld and may be granted to the employee for a reasonable purpose.

Parental Leave: Employees shall be entitled to two(2) paid weeks (ten (10) working days) of parental leave to commence upon the birth or adoption of a child.

Following said two (2) paid weeks, employees shall be entitled to an additional ten (10) weeks of unpaid parental leave, during which they must use any available accrued time. Such leave must be used consecutively.

ARTICLE 25 **TERMINATION AND EXTENSION OF AGREEMENT**

Section 1.

This Agreement shall take effect July 1, 2025 and shall remain in full force and effect until June 30, 2028.

Either party may give to the other written notice of its desire to modify this Agreement or to negotiate a successor Agreement at least sixty (60) days prior to the expiration date by mutual consent or agreement of the representatives of the City and the Union.

ARTICLE 26 **ANNUAL EVALUATIONS**

1. All 1144A Members shall be evaluated annually on an evaluation cycle that commences on July 1 and ends on July 30. By August 31, the Evaluator shall complete and hand deliver the Annual Evaluation to the 1144A Member.
 - a. The Annual Evaluation Form will indicate the 1144A Member's progress in achieving the designated goals. Each goal will be addressed individually by the Evaluator and specific comments, commendations, concerns and/or recommendations for improvement shall also be included.
 - b. The 1144A Member may respond in writing to the Annual Evaluation by September 30. This response shall then be attached to the Annual Evaluation.
 - c. Any performance rating on an Annual Evaluation that is below the rating of Meets Expectations shall be delineated by the Evaluator in writing in order to permit the Member to address said concern.
 - d. If an 1144A member receives a performance rating of Needs Improvement, the Evaluator and the 1144 member shall

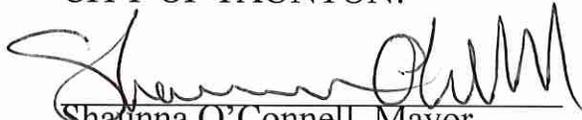
target the area(s) in need of improvement during the next year's Evaluation Cycle and document the steps the 1144 Member shall take in order to improve his/her performance.

- e. Copies of the Annual Evaluation, related forms and the Member's written response shall be placed in the Member's personnel file.
- f. The evaluation will be performed by the Member's supervisor and will be conducted with either the Human Resources Director or the Union Steward in the room.

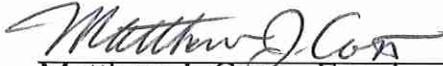
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives, as of this 26th day of ~~July~~, 2025.

November

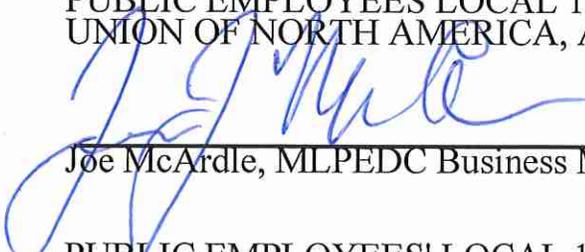
CITY OF TAUNTON:


Shatanna O'Connell, Mayor

As to form and character:


Matthew J. Costa, Esquire, City Solicitor

MASSACHUSETTS LABORERS' DISTRICT COUNCIL IN BEHALF OF
PUBLIC EMPLOYEES LOCAL 1144 OF THE LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO


Joe McArdle, MLPEDC Business Manager/Field Representative

PUBLIC EMPLOYEES' LOCAL 1144


Mary Heim, Business Manager

ATTACHMENT "A"

Grade	FY26 4%			FY27 2.5%			FY28 3.5%		
ENTRY	\$ 26.61	\$ 1,064.40	\$ 55,348.80	\$ 27.28	\$ 1,091.20	\$ 56,742.40	\$ 28.23	\$ 1,129.20	\$ 58,718.40
I	\$ 27.72	\$ 1,108.80	\$ 57,657.60	\$ 28.41	\$ 1,136.52	\$ 59,099.04	\$ 29.41	\$ 1,176.30	\$ 61,167.51
II	\$ 29.78	\$ 1,191.20	\$ 61,942.40	\$ 30.52	\$ 1,220.98	\$ 63,490.96	\$ 31.59	\$ 1,263.71	\$ 65,713.14
III	\$ 32.00	\$ 1,280.00	\$ 66,560.00	\$ 32.80	\$ 1,312.00	\$ 68,224.00	\$ 33.95	\$ 1,357.92	\$ 70,611.84
IV	\$ 32.97	\$ 1,318.80	\$ 68,577.60	\$ 33.79	\$ 1,351.77	\$ 70,292.04	\$ 34.98	\$ 1,399.08	\$ 72,752.26
V	\$ 36.78	\$ 1,471.20	\$ 76,502.40	\$ 37.70	\$ 1,507.98	\$ 78,414.96	\$ 39.02	\$ 1,560.76	\$ 81,159.48
VI	\$ 39.52	\$ 1,580.80	\$ 82,201.60	\$ 40.51	\$ 1,620.32	\$ 84,256.64	\$ 41.93	\$ 1,677.03	\$ 87,205.62
VII	\$ 40.75	\$ 1,630.00	\$ 84,760.00	\$ 41.77	\$ 1,670.75	\$ 86,879.00	\$ 43.23	\$ 1,729.23	\$ 89,919.77
VIII	\$ 45.28	\$ 1,811.20	\$ 94,182.40	\$ 46.41	\$ 1,856.48	\$ 96,536.96	\$ 48.04	\$ 1,921.46	\$ 99,915.75

Exhibit B

TAUNTON DEPARTMENT OF PUBLIC WORKS TIME CLOCK STANDARDS

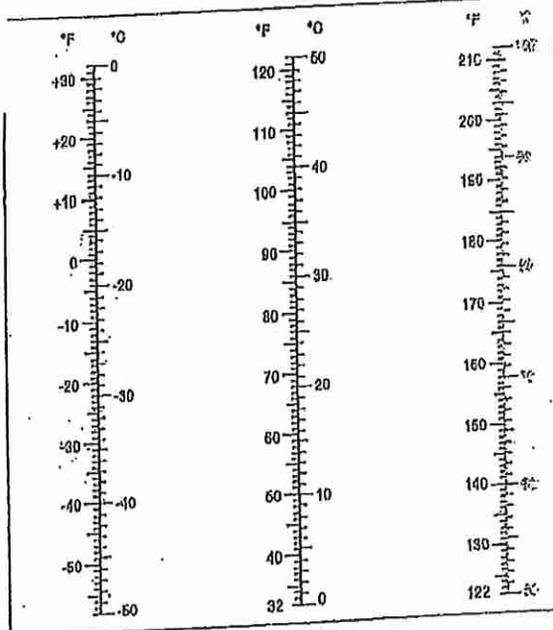
The following conditions apply to the use of time clocks by employees:

1. Anyone found tampering with the time clock or recording time for another employee may be immediately disciplined up to and including termination.
2. All 1144(A) employees who will be directed by the Commissioner to start recording work time by using a time clock will report as directed to the designated area where the appropriate time clock is located.
3. An employee's time may be recorded by biometrics read or via an assigned identification badge/swipe card should the biometrics reader not be in operation.
4. Employees will be allowed a ten (10) minute window for recording in and out at the beginning and end of their regular workday.
5. Employees who will now begin to record work time on a time clock will not be required to record in and out for lunch.
6. Callbacks that require an employee to report directly to the job will be excluded from recording in during those instances. The senior employee (Acting/Working Foreman) in charge of that job will be required to submit a written overtime timesheet to the Commissioner or his Assistant Detailing the date of the call, the arrival and departure time.
7. All callbacks that require an individual to report to the DPW garage will be required to record in and out for callbacks.
8. Callbacks after normal working hours will be computed in accordance with present four-hour minimum standards. (For example, X called at home at 10 pm for a callback, arrives at job at 10:15 pm, time computed from the time the call was received - 10 pm to 2 am).
9. Each division will have a designated section near the time clock to find and return their time card should the biometric system not be in operation.
10. Employees will be given instructions on how to properly utilize the time clock and biometric system.
11. Employees who use a time clock or biometric system will not be required to "sign in".

Dated 5/17/05 (Revised 11/14/13)
Revised 2025 per CBA MOA
May Hui
11/26/2025

Temperature & Weather Information

Temperature Equivalents



- 0.555 (°F - 32) = degrees Celsius (°C)
- (1.8 x °C) + 32 = degrees Fahrenheit (°F)
- °C + 273.15 = degrees Kelvin (°K)
- Boiling point = 212°F
- = 100°C
- = 373°K
- Freezing point = 32°F
- = 0°C
- = 273°K

Heat Index

Higher humidity makes working in the heat more dangerous because it slows the evaporation rate of sweating (the body's natural cooling system) down. This causes your body to retain more heat than it would in dry air.

This heat index is a measure of what the weather "feels like" to the average person for various temperatures and relative humidities. Sunstroke and heat exhaustion are likely when the heat index reaches 105°F.

- 80-89°F: Caution
- 90-105°F: Extreme caution
- 105-130°F: Danger
- 130°F +: Extreme danger

Temperature (°F)		Relative Humidity (%)	
		60	70
20	22	84	86
20	24	83	85
20	26	82	84
20	28	81	83
20	30	80	82
20	32	79	81
20	34	78	80
20	36	77	79
20	38	76	78
20	40	75	77
20	42	74	76
20	44	73	75
20	46	72	74
20	48	71	73
20	50	70	72
20	52	69	71
20	54	68	70
20	56	67	69
20	58	66	68
20	60	65	67
20	62	64	66
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