

AGREEMENT

BETWEEN

THE ABINGTON/ROCKLAND
JOINT WATER WORKS

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEE,
AFL-CIO, STATE COUNCIL 93

JULY 1, 2014 THROUGH JUNE 30, 2017

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PREAMBLE

Agreement entered into by the Abington/Rockland Joint Water Works hereinafter referred to as the Employer, and Local 1700, State Council 93, American Federation of State, County and Municipal Employees, 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.

ARTICLE-I

STABILITY OF AGREEMENT

If any of the provisions of this Agreement shall in any manner conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts; such provision shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party, however, may at any time, make demands and propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments, which shall be signed by representatives of the parties duly authorized by the Employer and Union.

The failure of the Employer or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Employers to such performance shall continue in full force and effect.

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, rates of pay, hours and other conditions of employment for all Treatment and Distribution Employees, excluding the Manager and the Administrator and all other employees.

ARTICLE III

MANAGEMENT RIGHTS

Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Abington/Rockland Joint Water works shall continue to have the exclusive right to take any action it deems appropriate in the management of the water works and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Abington/Rockland Joint Water Works Commission. The right of the Commission to make reasonable rules and regulations for the orderly and efficient operation of the water works shall not be limited. The Commission shall have full authority to establish or change working hours schedules and the assignment of the work tasks, in accordance with the provisions of Article V of this Agreement.

ARTICLE IV

UNION AND EMPLOYMENT SECURITY

The Employer agrees to deduct Union dues in accordance with the provisions of MGL Chapter 130, Section 17A. Such deduction of Union dues shall be made upon receipt by the Employer of proper signed authorization forms requesting such deductions. The Employer shall remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th of the succeeding month.

Each employee within the bargaining unit who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment, an agency service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but shall not be more than the amount of periodic dues paid by employees who are members of the Union. This Article shall not become operative as to employees in the bargaining unit until thirty (30) days after hire, in the case of new hires, or thirty (30) days after this Agreement has been formally executed in the case of all other bargaining unit employees. Further, this Article shall not become operative unless it is instituted pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and the rules and regulations of the State Labor Relations Commission, which require, in part, that an agency service fee be instituted only on a vote of a majority of all employees in the bargaining unit present and voting. The Union shall reimburse the Employer for any expense incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the service agency fee. The Union will intervene in and defend any administrative or court litigation

concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the Employer shall have no obligation to defend the termination.

2 The Employer agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful Union activity. The Union agrees not to unlawfully intimidate or coerce any employee into membership into the Union, nor discriminate in any way against non-union members of the Departments. No employee shall be permanently transferred between departments except for good and sufficient reasons and except as approved by the Employer. The Union shall be notified prior to any permanent transfer.

3 The length of service or seniority of employees in the bargaining unit shall be from the date of permanent employment. All employees will be required to meet the provisions of the Plymouth County regulations covering pensions.

4 When a position covered by this Agreement becomes vacant, and the Employer desires to fill such vacancy, notice of such vacancy shall be posted in a conspicuous place in the various Departments listing the pay, duties, qualifications, area and normal work schedule. This notice of vacancy will remain posted for a period of seven (7) calendar days. Employees who are interested in filling the position may apply for consideration by written notice to the Department Head within the posted seven (7) calendar days. It is the policy of the Employer to fill positions in the unit by the upgrading or promotion of persons presently employed or persons on layoff status. The first consideration of employees for upgrading or promotion shall be made within the employees' Department with second consideration of all employees within the unit. Upgrading and promotions, if made, shall be based upon ability and qualifications. When ability and qualifications of two or more employees are considered relatively equal, seniority shall prevail. Nothing contained herein shall preclude the Employer from hiring qualified applicants from outside the bargaining unit, when no qualified applicant has applied to fill the position. A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change. In cases of grievances, the steward of the affected department and one Union designated official shall be granted a reasonable period of time off without loss of pay during working hours to investigate and settle grievances.

The Employer shall prepare and maintain a list of employees according to seniority dates. The rights of employees under layoff shall mean a reduction in the number of employees in a job title within the bargaining unit because of a lack of work in such job or where a Town meeting fails to vote to provide the necessary funds to perform the work. The following situations shall not constitute a layoff and accordingly shall not be governed by the layoff provisions of this section.

- a. A change in the place of performance of the work, from department or work area to another.

b. A change whereby work performed on a shift is to be performed on a different shift or schedule.

An employee's layoff rights shall be processed by the Employer as follows:

STEP 1: The least senior employee in the affected job title may displace a less senior employee in the next lowest job title within his own department in which he has proved satisfactory recorded work experience of ninety (90) work days with the Employer or upon notification of his displacement rights, he may exercise the option to apply for any job title in the same or lower salary grade occupied by a less senior employee in another department provided he has had previous satisfactory qualifying experience of at least ninety (90) working days within the last five (5) continuous years of service.

STEP 2: The employee may displace the least senior employee in his own or any other department in the Laborer classification. An employee must have the ability and qualifications in accordance with Employer standards to perform the work of the displaced employee and an employee may not displace any employee in a job which he had previously been removed for just cause. Any employee affected by the layoff may elect, at any point in the displacement process, not to displace another employee. In such an event, the employee shall be laid off from active employment with recall rights as provided herein. An employee who elects to displace another is reclassified into a job title with the same or lower maximum pay shall receive his present pay or the nearest lower step in his new wage scale, but in no case more than his current pay or the maximum of the new lower wage scale.

Recall to fill a position to which the employee on a layoff status has rights, shall be in order of seniority not withstanding other provisions of this Agreement. However, should an employee elect to exercise his rights to retire, he will be removed from the recall list and be terminated. The employee not actively working for the Employer has twenty-four (24) hours to accept the recall and seventy-two (72) working hours to report. Failure to accept and return within the specified time shall be considered as voluntary termination of employment. Failure to accept immediate recall assignment when actively working for the Employer removes any recall rights. Salary at time of recall will be adjusted to include all interim negotiated adjustments, but accrual of sick leave eligibility, seniority for step increases or other benefits are suspended while not actively employed. Any deviation from this layoff and recall procedure may be made by mutual written agreement between the Employer, the Union and the affected employee.

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Local 1700 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.
- 4.8 All information, such as warnings will be invalid and removed from the employees file if similar violation does not occur within two (2) years from the date of issue.
- 4.9 An employee newly hired into the bargaining unit after the effective date of this Agreement shall serve a probationary period of ninety (90) calendar days. During the employees probationary period he may be terminated without benefit or recourse to any provisions of this agreement.
- 4.10 Inoculations as required by law in order to perform the duties of the job will be provided by the Town Health Department at the employers expense.
- 4.11 When the employee is requested by the Department Head, and agrees to use his/her personal motor vehicle, the Department will pay a mileage allowance equivalent to the IRS rate per mile.
- 4.12 The Employer shall meet with the Union to discuss any impending layoffs at least thirty (30) days prior to such a layoff. In the event difficulties arise in the scheduling of such meeting, notice to the Union with at least three (3) available times that the Employer is able to meet within the thirty day time frame shall constitute compliance with this section.
- 4.13 The employer and Union shall jointly prepare job descriptions for each of the positions within the bargaining unit. These descriptions shall be maintained by the Employer, the Department Head and the Union and shall be the only descriptions used to fill vacancies in each classification

ARTICLE V

HOURS OF WORK

DISTRIBUTION EMPLOYEES ONLY

- 5.0 The regular hours of employment as far as reasonably possible shall be consecutive, except for interruptions for meal periods. The work week shall consist of five (5), eight (8) hour days, normally Saturday through Friday, inclusive. The normal work day shall consist of eight (8) consecutive hours (exclusive of meal periods) in the twenty-four (24) hour period. Each employee shall be scheduled to work with a regular starting and quitting time. Changes in present established work schedules shall be arranged upon mutual reasonable agreements between the Department Head and the Union.

HOURS OF WORK

TREATMENT EMPLOYEES ONLY

- 5.1 The regular hours of employment, as far as reasonably possible, shall be consecutive, except for interruptions for lunch periods. Incidental hours of split assignment necessary to meet the operational requirements of the water works will be a management function.
- 5.2 The normal work day shall consist of eight (8) hours (exclusive of lunch periods) in the twenty four (24) hour period. The work week shall consist of five (5), eight (8) hour days of four (4), ten (10) hour days, as scheduled, Saturday through Friday. The Commission will establish weekly and daily schedules of work hours in accordance with the needs of the water works. Whenever possible, two (2) weeks advance notice of changes to work schedules shall be given employee's and shall be posted.
- 5.3 Employees covered by the terms of this Agreement may be permitted to substitute or exchange time with other employees when assigned and approved by the Superintendent. No overtime pay or payment of any kind shall be paid to any employee for such substitute or exchange time.
- 5.4 All employees shall be granted an unpaid meal period, the length of which shall be determined by the Department Head, with a minimum of one-half (1/2) hour for each eight (8) hour shift, and a maximum of one (1) hour for each eight (8) hour shift.

ARTICLE VI
CLASSIFICATION

JULY 1, 2014 THROUGH JUNE 30, 2015

		STEP I	STEP II	STEP III
6.0	1. Primary Operator	Must have a Grade 4 Treatment License		\$36.85
	2. Chief Operator	Must have a Grade 4 Treatment License		\$29.64
	3. Operator	With a Grade 4 Treatment License		\$27.66
	4. Water Works Mechanic	—	—	\$27.66
	5. Operator, Gr 1,2,3	\$20.96	\$23.81	\$25.27
	6. Mechanic/Operator	\$22.66	\$23.81	\$25.27
	7. Operator WO/Lic.	\$17.76	\$18.98	\$20.16
	8. Working Foreman	—	—	\$29.64
	9. Asst. Foreman	—	—	\$27.66
	10. Water Technician	With a Grade 4 Distribution License		\$27.66
	11. Water Technician, Gr 1,2,3	\$20.96	\$23.81	\$25.27
	12. Laborer	\$17.76	\$18.98	\$20.16

All step increases are based upon an annual review of the Employer and the recommendations of the Superintendent.

Based on licenses that Operators have as of July 1, of each year, they will receive:

Grade I	\$350.00	Grade II	\$450.00
Grade III	\$600.00	Grade IV	\$750.00
CDL	\$75.00/yr		
Hoisting License	\$75.00/yr		
Laboratory Certification	\$75.00/yr		

Anyone obtaining a license for the first time will receive payment for license after receiving license certificate.

- 6.1 For the remainder of the contract, the Employer and the Union shall reopen negotiations to determine wage increases for the Fiscal year beginning July 2017.
- 6.2 All licenses and required TCH's, for licensed Employees will be paid for by the Employer.
- 6.3 The amount for stand by duty (carrying the pager) shall be two hundred dollars (\$200.00/wk).
- 6.4 A differential of \$1.00/hr. will be added to the earned pay for the hours worked by any Distribution Employee, with the exception of the Foreman and Assistant Foreman that is required to operate the departments backhoe.

ARTICLE VI
CLASSIFICATION

JULY 1, 2015 THROUGH JUNE 30, 2016

		STEP I	STEP II	STEP III
6.0	1. Primary Operator	Must have a Grade 4 Treatment License		\$37.59
	2. Chief Operator	Must have a Grade 4 Treatment License		\$30.24
	3. Operator	With a Grade 4 Treatment License		\$28.21
	4. Water Works Mechanic	_____	_____	\$28.21
	5. Operator, Gr 1,2,3	\$21.38	\$24.29	\$25.77
	6. Mechanic/Operator	\$23.11	\$24.29	\$25.77
	7. Operator WO/Lic.	\$18.11	\$19.36	\$20.56
	8. Working Foreman	_____	_____	\$30.24
	9. Asst. Foreman	_____	_____	\$28.21
	10. Water Technician	With a Grade 4 Distribution License		\$28.21
	11. Water Technician, Gr 1,2,3	\$21.38	\$24.29	\$25.77
	12. Laborer	\$18.11	\$19.36	\$20.56

All step increases are based upon an annual review of the Employer and the recommendations of the Superintendent.

Based on licenses that Operators have as of July 1, of each year, they will receive:

Grade I	\$350.00	Grade II	\$450.00
Grade III	\$600.00	Grade IV	\$750.00
CDL	\$75.00/yr		
Hoisting License	\$75.00/yr		
Laboratory Certification	\$75.00/yr		

Anyone obtaining a license for the first time will receive payment for license after receiving license certificate.

- 6.1 For the remainder of the contract, the Employer and the Union shall reopen negotiations to determine wage increases for the Fiscal year beginning July 2017.
- 6.2 All licenses and required TCH's, for licensed Employees will be paid for by the Employer.
- 6.3 The amount for stand by duty (carrying the pager) shall be two hundred dollars (\$200.00/wk).
- 6.4 A differential of \$1.00/hr. will be added to the earned pay for the hours worked by any Distribution Employee, with the exception of the Foreman and Assistant Foreman that is required to operate the departments backhoe.

ARTICLE VI
CLASSIFICATION

JULY 1, 2016 THROUGH JUNE 30, 2017

		STEP I	STEP II	STEP III
6.0	1. Primary Operator	Must have a Grade 4 Treatment License		\$38.34
	2. Chief Operator	Must have a Grade 4 Treatment License		\$30.84
	3. Operator	With a Grade 4 Treatment License		\$28.77
	4. Water Works Mechanic	—	—	\$28.77
	5. Operator, Gr 1,2,3	\$21.81	\$24.78	\$26.29
	6. Mechanic/Operator	\$23.58	\$24.78	\$26.29
	7. Operator WO/Lic.	\$18.47	\$19.75	\$20.97
	8. Working Foreman	—	—	\$30.84
	9. Asst. Foreman	—	—	\$28.77
	10. Water Technician	With a Grade 4 Distribution License		\$28.77
	11. Water Technician, Gr 1,2,3	\$21.81	\$24.78	\$26.29
	12. Laborer	\$18.47	\$19.75	\$20.97

All step increases are based upon an annual review of the Employer and the recommendations of the Superintendent.

Based on licenses that Operators have as of July 1, of each year, they will receive:

Grade I	\$325.00	Grade II	\$425.00
Grade III	\$575.00	Grade IV	\$725.00
CDL	\$75.00/yr		
Hoisting License	\$75.00/yr		
Laboratory Certification	\$75.00/yr		

Anyone obtaining a license for the first time will receive payment for license after receiving license certificate.

- 6.1 For the remainder of the contract, the Employer and the Union shall reopen negotiations to determine wage increases for the Fiscal year beginning July 2017.
- 6.2 All licenses and required TCH's, for licensed Employees will be paid for by the Employer.
- 6.3 The amount for stand by duty (carrying the pager) shall be two hundred dollars (\$200.00/wk).
- 6.4 A differential of \$1.00/hr. will be added to the earned pay for the hours worked by any Distribution Employee, with the exception of the Foreman and Assistant Foreman that is required to operate the departments backhoe.

- 6.5 In the event any full time employee reports to his place of work at his regular scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.
- 6.6 Employees attaining five (5) to ten (10) years of continuous service shall be paid two hundred dollars (\$200.00) per year, in a lump sum payment. Employees attaining ten (10) to fifteen (15) years of continuous service shall be paid five hundred dollars (\$500.00) per year, in a lump sum payment. Employees attaining fifteen (15) to twenty (20) years of continuous service shall be paid eight hundred dollars (\$800.00) per year, in a lump sum payment. Employee attaining twenty (20) years to twenty-five (25) years of continuous service shall be paid one thousand two hundred dollars (\$1,200.00) per year in a lump sum payment. Employees attaining twenty-five (25) years or more of continuous service shall be paid one thousand five hundred dollars (\$1,500.00) per year, in a lump sum payment. Payment under this section shall not be added to base pay for the purpose of computing overtime pay, if any, or any other pay benefit. The eligibility date for computation of years of service shall be December 1st of each year and paid on or about December 15th of each year.
- 6.7 The Employer agrees to make up the difference in any employees wages between a regular week's wages and compensation received for jury duty.
- 6.8 The Employer agrees to pay full cost of tuition, books, mileage and meals for educational courses taken by the employee at the direct order of the Department Head. Such courses shall be scheduled on off duty hours whenever possible. Time spent in attendance at off duty hours shall not be paid time or shall the time spent be considered as time worked for the purpose of compensation of overtime pay or any other pay benefit under the terms of this Agreement. If the employee is required by the Employer to attend courses during regularly scheduled work hours, the employee shall not suffer any loss of regular wages for such attendance.
- 6.9 An employee may be granted three (3) personal days per annum without loss of pay. Such leave shall not carry over or accrue from year to year. The time and date of the leave days shall be at the employees option, but subject to the needs of the Department Head's approval.

ARTICLE VII

OVERTIME

- 7.0 Effective with the execution of this Agreement, overtime pay at the rate of one and one-half (1+1/2) times the employee's regular straight time hourly rate shall be paid for work performed in excess of forty (40) hours in any work week or beyond eight (8) hours in any one day; to those employees assigned and regularly working a weekly schedule of five (5), eight (8) hour days or beyond ten (10) hours in any one day; to those employees assigned and regularly working a weekly schedule of four (4), ten (10) hour days. There shall be no duplication or pyramiding of overtime payments.

A shift differential of \$1.00/hr. will be added to the earned pay for the hours worked during the second and third treatment shifts. Shift I -6:00 a.m. thru 2:00 p.m., Shift II -2:00 p.m. thru 10.00 p.m., and Shift III – 10:00 p.m. thru 6:00 a.m. the next morning. A differential of \$1.00/hr will be added to the earned pay for any overtime earnings for distribution shifts.

- 7.1 The Employer will distribute overtime opportunities as equitably as is practicable with the objective of having employees in the department having, at the end of the contract term, as small a variation in overtime as is reasonable under all the circumstances. An employee refusing overtime opportunities will be recorded the amount equal to overtime hours worked by his replacements. Employees added to the overtime list after the list has been established will be credited with the average aggregate number of overtime hours then worked. There shall be no duplication or pyramiding of overtime payments.
- 7.2 Employees who are called back to perform unscheduled work after having completed his assigned work and left his place of employment shall be paid at the rate of time and one-half (1 ½) his regular straight time hourly rate for such unscheduled work, but shall receive no less than four (4) hours pay.
- 7.3 Any work, requiring specialized skill will not entitle the employee to be called out by order of seniority or to be called out in accordance with the provisions of this Article VII.
- 7.4 Employees who work on Thanksgiving Day or Christmas Day shall be paid two (2) times their regular rate of pay for hours worked on the Holiday. This is in addition to the paid Holiday.

ARTICLE VIII

GRIEVANCE AND ARBRITATION

- 8.0 Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed and performed may be a grievance under this Agreement. Should any employee have a grievance, an earnest effort shall be made to settle such grievance at the earliest possible time by use of the following procedure:
- Step 1: the employee with or without the Union steward shall present his grievance to his Department Head within five (5) working days after the occurrence of the situation, condition, or action giving rise to the grievance. The Department Head or Superintendent shall have five (5) working days to answer the grievance.
- Step 2: If the employee's grievance is not settled under Step 1, the aggrieved employee may, within two (2) calendar weeks, refer the grievance to the Board of Water Commissioners. Such grievance shall be in writing and give all the pertinent information relative to the grievance and indicate the relief requested. The Board of Water Commissioners shall give a decision in writing within two (2) calendar weeks. Grievances involving disciplinary action shall be processed beginning at the second step.
- 8.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.

- 8.2 Any grievance not settled through the grievance procedure may be presented to arbitration within thirty (30) calendar days after the final decision of the Board of Water Commissioners has been given to the employee.
- 8.3 A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provisions of the Agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association or The Labor Relations Connection and a copy shall be furnished to the Employer.
- 8.4 In the selection of an arbitrator and the conduct of any arbitration the Voluntary Labor Arbitration Rules shall control.
- 8.5 Each party shall bear the expense of preparing and presenting its own case. The cost of the Arbitrator, meeting place and other incidental expenses, mutually agreed to in advance, shall be shared equally between the two parties.
- 8.6 Nothing contained herein shall be construed so as to authorize any arbitrator to alter or modify this Agreement any of its provisions or to take any action to prevent the Employer and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration thereunder.
- 8.7 The decision of the arbitrator shall be final and binding on the parties unless determined otherwise by a court of competent jurisdiction.

ARTICLE IX

HOLIDAYS

- 9.0 Each member of the bargaining unit will be granted the following eleven (11) paid holidays without loss of regular pay, when employed by the Employer on the occurrence of each holiday.

New Years Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Patriot's Day	Columbus Day	

ARTICLE X

VACATIONS

- 10.1 All employees who are actively employed shall be allowed vacation without loss of regular weekly rate of pay in accordance with the following schedule:

<u>Continued Service with the Employer:</u>	<u>Vacation Allowed</u>
32 weeks to 4 years	2 weeks (10 working days)
4 years to 8 years	3 weeks (15 working days)
8 years to 20 years	4 weeks (20 working days)
20 years to 25 years	5 weeks (25 working days) plus 1 day per year for the 21 st thru the 25 th year.
Over 25 years	6 weeks (30 working days)

Five Vacation Days may be carried over to the next fiscal year with the restriction that they are utilized in the next fiscal year.

At no time will there be more than five carried over days on the books.

- 10.2 Vacation shall be scheduled by the Department Head at such time as will cause the least interference with the performance of the regular work of the Employer. In scheduling vacations, preference will be given employees on the basis of years of employment with the Employer.
- 10.3 Vacation weeks may be split, but in no event will more than two (2) weeks be allowed an employee during the vacation period from July 1 thru and including Labor Day.

ARTICLE XI

SICK LEAVE

- 11.0 Employees shall be allowed fifteen (15) sick leave days a year, accumulated at the rate of one and one-quarter (1 ¼) per month. All unused sick leave days may accumulate from year to year unlimited.
- 11.1 A physician's certificate of illness may be requested by the Department Head for any period illness provided the Department Head has justifiable reasons for such request. In any event, a physician's certificate of illness shall be submitted by the employee to the Department Head after three (3) days absence, unless voided by the Department Head. If the physician's certificate is demanded for an absence of less than three (3) days, the Employer will pay the cost of a physician's certificate.
- 11.2 Effective for all employees hired prior to July 1, 2011, in the event of the retirement of said employee, accumulated sick leave of up to and including one hundred thirty-five (135) days will be paid to the employee. In the event of the death of said employee, accumulated sick leave up to and including one hundred thirty-five (135) days will be paid to the employee's estate at the rate of pay at the time of death. Employees hired after July, 2011 will not be entitled to any sick leave buy back.
- 11.3 Nothing in this section shall be construed to conflict with the Workmen's Compensation Laws of the Commonwealth of Massachusetts.

ARTICLE XII

FUNERAL LEAVE

- 12.0 Employees shall receive leave without loss of pay in the event of death in the employee's immediate family. Such leave shall be up to five (5) days. The immediate family shall include the spouse, child, father, mother, mother-in-law, father-in-law, sister, brother, grandchild, grandparent, step-parent, and step-child. In the event that an aunt, uncle, daughter-in-law, son-in-law, brother-in-law, or sister-in-law shall die, the employee shall be granted up to one (1) day of leave after the date of death without loss of pay. In special circumstances, leave (bereavement and or personal earned leave) may be extended/granted at the discretion of the Department Head.

ARTICLE XIII

UNIFORMS

- 13.0 Uniforms or clothing allowance will be determined by the Department Head within the department worked on a need basis but should not be any less than items presently supplied in each department.

ARTICLE XIV

HEALTH AND WELFARE

- 14.0 Health and insurance benefits will be established in accordance with Chapter 32B of the Statutes of the Commonwealth of Massachusetts.
- 14.1 It will be the responsibility of the elected employee's Advisory Committee to establish a procedure to provide a reasonable opportunity for all interested employees to meet with it so that the recommendations of the Committee will be a fair representation of all employee's interested.
- 14.2 The employer agrees to deduct a twenty two (22%) percent share and pay the remaining seventy eight (78%) percent share of the Health Insurance Premium. The twenty two (22%) percent deduction will be taken directly from salaries earned.

ARTICLE XV

HEALTH AND WELFARE

- 15.0 A Safety Committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its own chairman and meet regularly to review safety practices. The Committee shall draw up a safety code. Each employee will be furnished rules of safety agreed to by both parties.
- 15.1 Announcements shall be posted in a conspicuous place where employees enter or leave the premises. Parties to the Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin Board.

ARTICLE XVI

WORK STOPPAGE

16.0 Pursuant to M.G.L. Chapter 150E the Union and the employee agree not to engage, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by employees, including extra hours normally provided to the Employer.

6.1 Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately, in writing, order such members to return to work and immediately cease such practices. The Employer shall receive a copy of this written notice.

ARTICLE XVII

TEMPERATURE

7.0 Except in cases of emergency, when the temperature becomes oppressive, with hot or cold, the continuance of work for the duration of the shift will be at the discretion of the Manager. Should the Manager order the suspension of work for the remainder of the shift, the men relieved will be paid straight time rates to the end of the shift. However, the Manager may reassign the men to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work.

ARTICLE XVIII

ANTIDISCRIMINATION

0 The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age, and that such person shall receive the full protection of the Agreement.

ARTICLE XIX

JOB DESCRIPTIONS

ABINGTON/ROCKLAND JOINT WATER WORKS

PRIMARY OPERATOR

Accountability:

Reports to the Superintendent.

Basic Function & Scope:

Responsible for keeping the Superintendent informed at all times of any personnel, mechanical, chemical, and/or operational treatment developments. Responsible for the quality production of Safe Drinking Water by the water treatment staff.

Directly supervises all Chief Operators.

Indirectly oversees the performance of the Treatment staff.

Maintains and/or verifies accurate and true records of all treatment functions.

Establish a pro-active interrelation with all the Treatment staff.

Example of Duties:

Continually evaluate through the Chief Operators all treatment operations assuring the production of quality potable drinking water.

Review all trends, charts, forms daily logs, log book, etc., with the Chief Operators to maintain a high quality of excellence within the treatment plants.

Coordinate they delivery of all D.E.P. reporting.

Evaluate SCADA monitoring equipment to analyze water treatment functions

Regularly assess treatment plants for improvements to stay ahead of the curve in the industry

Work Schedule:

40 Hours per week as assigned by the Superintendent

Additional hours to perform operational duties and /or emergency

response will be required. Pagers will be provided and responded to at all times.

Position Requirements:

High School Diploma or equivalent

Valid Massachusetts Driver's License

Valid Grade IV Treatment Operators Certification

Working knowledge of the Regulations 310 CMR 22.0

Primary Operator must maintain Grade Certification for appropriate classification.

Salary Range:

As outlined in Article VI - Pay Practices Classification

ABINGTON/ROCKLAND JOINT WATER WORKS

CHIEF OPERATOR

Accountability:

Reports to the Superintendent through the Primary Operator.

Basic Function & Scope:

Supervises all certified treatment operators on duty.
Responsible for the production of quality potable water.
Responsible for maintaining proper tank levels and pressures to insure the health and safety of all customers.
Maintains accurate and true records of all treatment functions.
Oversees routine scheduled maintenance of treatment facilities including exterior landscaping.

Example of Duties:

Continually evaluate the treatment procedures for assurances of the delivery of quality potable drinking water to the customers of the Joint Water Works.
Directs all certified Treatment operators on duty as to maintenance and operations procedures.
Schedules all necessary chemical deliveries.
Responsible for assisting customers with routine treatment inquiries.
Performs related duties as directed by the Superintendent.

Work Schedule:

40 Hours per week as assigned by the Primary Operator with the approval of the Superintendent
Additional hours to perform operational duties and /or emergency response will be required. Pagers will be provided and responded to at all times.

Position Requirements:

High School Diploma or equivalent
Valid Massachusetts Driver's License
Valid Grade IV Treatment Operators Certification
Working knowledge of the Regulations 310 CMR 22.0
Chief Operator must maintain Grade Certification for appropriate classification.

Salary Range:

As outlined in Article VI - Pay Practices Classification

ABINGTON/ROCKLAND JOINT WATER WORKS

OPERATOR

- Accountability:** Reports to the Superintendent through the Primary and Chief Operator.
- Basic Function & Scope:** Responsible for the production of quality Potable Drinking Water.
Maintain accurate and true records of all treatment plant quality and production.
Perform daily laboratory work required in water production.
Performs routine scheduled maintenance of treatment facilities including exterior landscaping.
- Example of Duties:** Continually evaluate the treatment procedures for assurances of the delivery of quality potable drinking water to the customers of the Joint Water Works.
Must perform hourly, daily, and weekly laboratory water quality evaluations.
Perform necessary adjustments to chemical feed system to insure the safety of the drinking water.
Schedule and perform all interior and exterior building maintenance. Including organizing tools, lavatory maintenance, snow removal, and landscaping.
Performs related duties as directed by the Superintendent.
- Work Schedule:** Rotating schedules as assigned by Primary Operator with the approval of the Superintendent.
40 hours per week
Additional hours to perform operational duties and /or emergency response will be required.
- Position Requirements:** High School Diploma or equivalent
Valid Massachusetts Driver's License
Grade IV Treatment Operators Certification
Operator must maintain Grade Certification for appropriate classification.
- Salary Range:** As outlined in Article VI - Pay Practices Classification

ABINGTON/ROCKLAND JOINT WATER WORKS

WATERWORKS MECHANIC

Accountability: Reports to the Superintendent.

Basic Function & Scope: Schedule all maintenance required for mechanical equipment.
Perform all required routine maintenance on all pumps, flash mixer, flocculators or mechanical equipment as required.
Respond to emergency maintenance calls when equipment fails during off hours

Example of Duties: Responsible for developing a preventive maintenance program.
Responsible for evaluating and maintaining all the mechanical equipment necessary for the operations of the water treatment facilities.
Develop an annual financial report, including recommendations, for use by the Superintendent when preparing annual budgets.
Performs related duties as directed by the Superintendent.

Work Schedule: 40 Hours per week as assigned by the Superintendent.
Additional hours to perform mechanical duties and/or emergency responses will be required.

Position Requirements: High School Diploma or equivalent.
Valid Massachusetts Driver's License
Working knowledge of mechanical equipment utilized in Treatment Facilities.
Working knowledge of computerized maintenance programs and adaptability to Datastream MP2 Access 2000.

Extended Requirements: Must obtain 5 Total Contact Hours annually in water related and pre-approved Courses.

Salary Range: As outlined in Article VI – Pay Practices Classification.

ABINGTON/ROCKLAND JOINT WATER WORKS

OPERATOR Grade 1, 2 and 3

- Accountability:** Reports to the Superintendent through the Primary and Chief Operator.
- Basic Function & Scope:** Responsible for the production of quality Potable Drinking Water.
Maintain accurate and true records of treatment plants quality and production.
Perform daily laboratory work required in water production.
Performs routine scheduled maintenance of treatment facilities including exterior landscaping.
- Example of Duties:** Continually evaluate the treatment procedures for assurance of the delivery of quality potable drinking water to the customers of the Joint Water Works.
Must perform hourly, daily, and weekly laboratory water quality evaluations.
Perform necessary adjustments to chemical feed system to insure the safety of the drinking water.
Schedule and perform all interior and exterior building maintenance. Including organizing tools, lavatory maintenance, snow removal, and landscaping.
Performs related duties as directed buy the Superintendent.
- Work Schedule:** Rotating schedules as assigned by Primary Operator with the approval of the Superintendent.
40 hours per week
Additional hours to perform operational duties and /or emergency response will be required.
- Position Requirements:** High School Diploma or equivalent
Valid Massachusetts Driver's License
Grade I, Grade II, or Grade III Treatment Operators Certification
Operator Grade 1,2, or 3 must maintain Grade Certification for appropriate classification;

Extended Requirements: Must obtain a Grade II Treatment Operators Certification within 24 months from the date of hire or date of advancement, a Grade III Treatment Operators Certification within the next 36 months, and a Grade IV Treatment Operators Certification within the following 24 months, if hired with or advancing to a Grade I Treatment Operators Certification;
Must obtain a Grade III Treatment Operators Certification within 36 months from the date of hire or date of advancement, and a Grade IV Treatment Operators Certification with in the next 24 months, if hired with or advancing to a Grade II Treatment Operators Certification;
Must obtain a Grade IV Treatment Operators Certification within 36 months from the date of hire or date of advancement, if hired with or advancing to a Grade III Treatment Operators Certification;

Salary Range: As outlined in Article VI – Pay Practices Classification

ABINGTON/ROCKLAND JOINT WATER WORKS

MECHANIC/OPERATOR

- Accountability:** Reports to the Superintendent through the Primary and Chief Operator.
- Basic Function & Scope:** Performs all required routine maintenance on all pumps, flash mixer, flocculators or mechanical equipment as required.
Performs routine scheduled maintenance of treatment facilities including exterior landscaping.
Schedule all contracted routine maintenance required for mechanical equipment.
Responsible for the production of quality Potable Drinking Water.
Maintain accurate and true records of all treatment plant quality and production.
Perform daily laboratory work required in water production.
- Example of Duties:** Responsible for maintaining the mechanical equipment necessary for the operations of the treatment facilities.
Continually evaluate the treatment procedures for assurances of the delivery of quality potable drinking water to the customers of the Joint Water Works.
Perform necessary adjustments to chemical feed system to insure the safety of the drinking water.
Schedule and perform all interior and exterior building maintenance. Including organizing tools, lavatory maintenance, snow removal, and landscaping.
Performs related duties as directed by the Superintendent.
- Work Schedule:** Rotating schedules as assigned by Primary Operator with the approval of the Superintendent.
40 hours per week
Additional hours to perform operational duties and /or emergency response will be required.
- Position Requirements:** High School Diploma or equivalent
Valid Massachusetts Driver's License
Valid Grade I Treatment Operators Certification
Working knowledge of mechanical equipment utilized in Treatment Facilities.
- Salary Range:** As outlined in Article VI - Pay Practices Classification
Salary step will be commensurate with experience.

ABINGTON/ROCKLAND JOINT WATER WORKS

OPERATOR WO/LICENSE

Accountability: Reports to the Superintendent through the Primary Operator.

Basic Function & Scope: Assist in the production of quality Potable Drinking Water.
Assist in maintaining accurate and true records of treatment plants quality and production.
Assist in performing daily laboratory work required in water production.
Assist in performing routine scheduled maintenance of treatment facilities including exterior landscaping.

Example of Duties: Assist in daily evaluate the treatment procedures for assurance of the delivery of potable water to the customers of the Joint Water Works.
Assist in performing hourly, daily, and weekly laboratory water quality evaluations.
Assist in evaluating water quality and assist in performing necessary chemical adjustments to assure potable drinking water.
Performs related duties as directed buy the Superintendent.

Work Schedule: 40 hours per week as assigned by the Primary Operator with the approval of the Superintendent
Additional hours to perform operational duties and /or emergency response will be required.

Position Requirements: High School Diploma or equivalent
Valid Massachusetts Driver's License

Extended Requirements: Must obtain a Grade I Treatment Operators Certification within 36 months from the date of hire.

Salary: As outlined in Article VI – Pay Practices Classification
Salary Step will be commensurate with experience.

ABINGTON/ROCKLAND JOINT WATER WORKS

WORKING FOREMAN

Accountability: Reports to the Superintendent.

Basic Function & Scope: Supervises all distribution personnel on duty in their specified town.
Oversees the daily operations of the distribution system functions.
Responsible for the delivery of quality potable water.
Responsible for coordinating office and field assignments for the distribution personnel.
Assist in the maintenance of the Town's water facilities.

Example of Duties: Directs all distribution personnel in their specified town as to maintaining a functioning distribution system.
Maintains all main and service records.
Maintains daily logs of distribution systems alterations.
Coordinates and operates the department's backhoe/front end loader for all scheduled and/or emergency excavations for system maintenance and/or repairs.
Reports all system deficiencies to the Superintendent.
Functions as the Superintendent of the distribution system in the Superintendent's absence.
Performs all distribution duties as required in the absence of other distribution personnel.
Performs related duties as directed by the Superintendent.

Work Schedule: Monday thru Friday
7:30 a.m. to 4:00 p.m.
Additional hours to perform operational duties and/or emergency response will be required. Pagers will be provided and responded to at all times.

Position Requirements: High School Diploma or equivalent
Valid Massachusetts Driver's License
Valid Hoisting License to operate the Backhoe/Front End Loader
Valid Grade III Distribution Operator's Certification
Working Foreman must maintain Grade Certification for appropriate classification.

Extended Requirements: Must obtain a Grade IV Distribution Operator's Certification within 36 months from the date of hire or date of advancement.

Salary Range: As outlined in Article VI - Pay Practices Classification

ABINGTON/ROCKLAND JOINT WATER WORKS

ASSISTANT FOREMAN

Accountability:

Reports to the Superintendent through the Working Foreman

Basic Function & Scope:

Assist in supervising all distribution personnel on duty in their specified town.
Assist in overseeing the daily operations of the distribution system functions.
Assist in the responsibility for the delivery of quality potable water.
Assist in the responsibility for coordinating office and field assignments for the distribution personnel.
Assist in the maintenance of the Town's water facilities.

Example of Duties:

Assist in the direction all distribution personnel in their specified town as to maintaining a functioning distribution system.
Assist in maintaining all main and service records.
Assist in maintaining daily logs of distribution systems alterations.
Assist in coordinating all scheduled or emergency excavations for system maintenance and/or repairs.
Reports all system deficiencies to the Superintendent.
Functions as the Working Foreman of the distribution system in the Working Foreman's absence.
Performs related duties as directed by the Superintendent.

Work Schedule:

Monday thru Friday
7:30 a.m. to 4:00 p.m.
Additional hours to perform operational duties and/or emergency response will be required. Pagers will be provided and responded to at all times.

Position Requirements:

High School Diploma or equivalent
Valid Massachusetts Driver's License
Valid Grade II Distribution Operator's Certification
Assistant Foreman must maintain Grade Certification for appropriate classification

Extended Requirements:

Must obtain a Grade III Distribution Operator's Certification within 36 months from the date of hire or date of advancement.

Salary Range:

As outlined in Article VI - Pay Practices Classification

ABINGTON/ROCKLAND JOINT WATER WORKS

WATER TECHNICIAN

- Accountability:** Reports to the Superintendent through the Working Foreman
- Basic Function & Scope:** Operates the department's vehicular equipment.
Operates all light duty equipment utilized in the operations of the department.
Performs various skilled duties pertaining to the installation and maintenance of the Town's water system.
Assists in the maintenance of the Town's water facilities.
- Example of duties:** Responsible to function as an operator of the department's light duty equipment, including all pumps, compressors and similar portable equipment;
Responsible for the conveyance to the superintendent, through the working foreman, all system deficiencies;
Provide labor for the installation and repairs of mains and customer service lines;
Provide labor for the installation and repairs of fire hydrants;
Provide labor for flushing, greasing, pumping and painting fire hydrants;
Provide labor for performing road maintenance when connected with water operations;
Provide labor for the inspection of the installation of water mains and appurtenances, for conformance with town requirements and standard construction practices;
Assists in maintaining treatment facilities and grounds;
Assists in the installation, repairs, and readings of water meters, along with all record keeping for said program;
Assists and performs related duties as directed by the superintendent, through the working foreman;
- Work Schedule:** Monday thru Friday
7:30 a.m. to 4:00 p.m.
Additional hours to perform operational duties and /or emergency response will be required.
- Position Requirements:** High School Diploma or equivalent
Valid Massachusetts Driver's License
Grade IV Distribution Operators Certification
Water Technician must maintain Grade Certification for appropriate classification
- Salary Range:** As outlined in Article VI – Pay Practices Classification

ABINGTON/ROCKLAND JOINT WATER WORKS

WATER TECHNICIAN, GRADE 1,2,3

- Accountability:** Reports to the Superintendent through the Working Foreman
- Basic Function & Scope:** Operates the department's vehicular equipment.
Operates all light duty equipment utilized in the operations of the department.
Performs various skilled duties pertaining to the installation and maintenance of the Town's water system.
Assists in the maintenance of the Town's water facilities.
- Example of duties:** Responsible to function as an operator of the department's light duty equipment, including all pumps, compressors and similar portable equipment;
Responsible for the conveyance to the superintendent, through the working foreman, all system deficiencies;
Provide labor for the installation and repairs of mains and customer service lines;
Provide labor for the installation and repairs of fire hydrants;
Provide labor for flushing, greasing, pumping and painting fire hydrants;
Provide labor for performing road maintenance when connected with water operations;
Provide labor for the inspection of the installation of water mains and appurtenances, for conformance with town requirements and standard construction practices;
Assists in maintaining treatment facilities and grounds;
Assists in the installation, repairs, and readings of water meters, along with all record keeping for said program;
Assists and performs related duties as directed by the superintendent, through the working foreman;
- Work Schedule:** Monday thru Friday
7:30 a.m. to 4:00 p.m.
Additional hours to perform operational duties and /or emergency response will be required.
- Position Requirements:** High School Diploma or equivalent
Valid Massachusetts Driver's License
Grade I, Grade II, or Grade III Distribution Operators Certification
Water Technician Grade 1,2, or 3 must maintain Grade Certification for appropriate classification;

Extended Requirements: Must obtain a Grade II Distribution Operators Certification within 24 months from the date of hire or date of advancement, a Grade III Distribution Operators Certification within the next 36 months, if hired with or advancing to a Grade I Distribution Operators Certification;
Must obtain a Grade III Distribution Operators Certification within 36 months from the date of hire or date of advancement, if hired with or advancing to a Grade II Distribution Operators Certification;

Salary Range: As outlined in Article VI – Pay Practices Classification

ABINGTON/ROCKLAND JOINT WATER WORKS

LABORER

Accountability:

Reports to the Superintendent through the Working Foreman

Basic Function & Scope:

Performs meter readings and associated duties.
Assist in the operation of all light duty equipment utilized in the operations of the department.
Assist in performing various skilled duties pertaining to the installation and maintenance of the Town's water system.
Assists in the maintenance of the Town's water facilities.

Example of Duties:

Installs, repairs, and reads all water meters, along with all record keeping for said program;
Assists as an operator of the department's light duty equipment, including all pumps, compressors and similar portable equipment;
Responsible for the conveyance to the superintendent, through the working foreman, all system deficiencies;
Provide labor for the installation and repairs of mains and customer service lines;
Provide labor for the installation and repairs of fire hydrants;
Provide labor for flushing, greasing, pumping and painting fire hydrants;
Provide labor for performing road maintenance when connected with water operations;
Provide labor for the inspection of the installation of water mains and appurtenances, for conformance with town requirements and standard construction practices;
Assists in maintaining treatment facilities and grounds;
Performs related duties as directed by the Superintendent, through the working foreman;

Work Schedule:

Monday thru Friday
7:30 a.m. to 4:00 p.m.
Additional hours to perform operational duties and /or emergency response will be required.

Position Requirements:

High School Diploma or equivalent
Valid Massachusetts Driver's License

Extended Requirements:

Must obtain a Grade I Distribution Operators Certification within 36 months from the date of hire.

Salary Range:

As outlined in Article VI - Pay Practices Classification
Salary step will be commensurate with experience

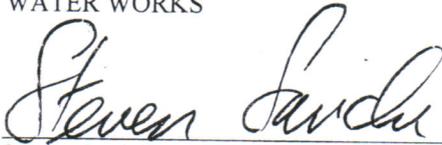
ARTICLE XX

DURATION OF AGREEMENT

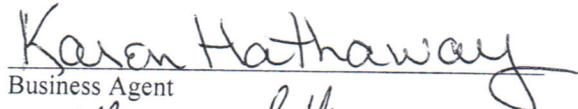
- 20.0 The duration of this contract shall be from July 1, 2014 to and including June 30, 2017, and shall continue from year to year thereafter unless modified or terminated as hereinafter provided.
- 20.1 Either the Employer or the Union may reopen this Agreement by written notice, forwarded by regular mail to the other, not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to June 30, 2015 or prior to June 30 of any subsequent year. Not more than fifteen (15) days following receipt of such notice collective bargaining shall commence for the purpose of considering the terms of a new or modified agreement.
- 20.2 If settlement is not reached by June 30, 2017, or June 30 of any such subsequent year, this Agreement shall continue in full force and effect until midnight of the tenth (10th) day following written notice given by either the Employer or the Union of its intention to terminate this Agreement.

ABINGTON/ROCKLAND JOINT
WATER WORKS

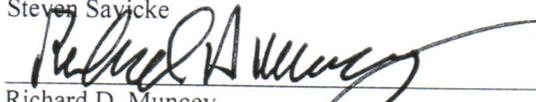
AFSCME COUNCIL 93, LOCAL 1700



Steven Savicke



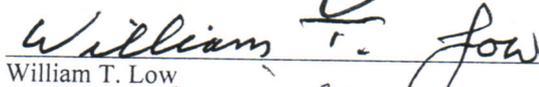
Business Agent



Richard D. Muncey



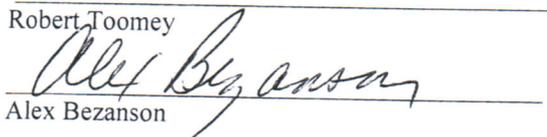
Steward



William T. Low



Douglas Billings

Robert Toomey


Alex Bezanson