

Memorandum of Agreement

Between

Abington Rockland Joint Water Works

And

American-Federation of State County and Municipal Employee,

AFL-CIO, State Council 93 Local 1700

July 1, 2023, through June 30, 2026

This Memorandum of Agreement ("MOA") is entered into by and between Abington Rockland Joint Water Works (the "Employer") and the Union AFSCME Council 93 Local 1700 (hereinafter referred to as the "Union"), collectively referred to as the "parties," sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the Employer's negotiating teams, subject to ratification by the Union membership.

The Collective Bargaining Agreement (CBA), which expired on June 30, 2023, shall be extended without change for a period of three years except as provided herein. Upon bargaining unit ratification, the parties agree to integrate the amendments set forth herein with the existing CBA, as well as make non-substantive modifications to the form of the agreement to correct any typographical, grammatical or formatting errors. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2026. Amendments within a current Article can be found **bolded** for clarity purposes.

1. Term of Agreement

The Term of the new Agreement will be from July 1, 2023, to June 30, 2026.

2. General Wage Increase

All positions covered under the CBA will all receive a general wage increase of \$1.00 effective July 1, 2023; \$1.00 effective July 1, 2024; \$1.00 effective July 1, 2025. Existing wage scales shall be amended and listed in Article XV of the CBA.

3. Probationary Periods

AMEND 4.11 An employee newly hired into the bargaining unit after the effective date of this Agreement shall serve a probationary **period of one year**. During the

employees' probationary period they may be terminated without benefit or recourse to any provisions of this agreement. **Probation will automatically be extended until the satisfactory license is obtained, which is considered D2 for distribution operators and T3 for treatment operators.**

ADD 4.12 An employee promoted with this Article whose performance is unsatisfactory may be returned to their previous job title under the jurisdiction of the Employer. If an employee's performance is determined to be unsatisfactory at any time during the six-month probationary period, such determination shall not be subject to the grievance procedure. If the employee so requests within two weeks prior to the mid-point of the above designated probationary periods, their supervisor shall meet with the employee and a union representative to discuss the employee's performance in the position. At any time prior to the mid-point of the probationary periods, an employee may request to return to their former job title under the jurisdiction of the Employer and such request will be granted.

4. Meal Period

REMOVE 5.5 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.

5. Shift Differential

AMEND 6.2 For both Treatment and Distribution employees, a shift differential of \$1.00/hour will be added to the earned pay for the hours worked during the second shift. A

shift differential of \$2.00/hour will be added to the earned pay for the hours worked during the third shift.

- Shift I - 0600 thru 1400
- Shift II - 1400 thru 2200
- Shift III – 2200 thru 0600

6. Double Time Compensation

ADD 6.6 Employees who are required to work 16 hours consecutively shall receive double time, including regular scheduled shifts, for every additional hour worked. The hours between the end of shift and call back within 6 hours will be used for computation, but only hours worked will be paid.

AMEND 6.8 Employees who work on Thanksgiving, Christmas, **New Years Day**, or Independence Day shall be paid two times their regular rate of pay for hours worked on the holiday. This is in addition to the paid holiday.

7. Emergency Phone

AMEND 6.9 Employer and Union understand and agree that much of the work referenced in Section 6 occurs after hours, and Employer therefore relies on an emergency phone to insure appropriate response times. All employees shall be required, as a condition of their employment, to carry the emergency phone during non-regular hours of work. This obligation shall be distributed within each department on an equal, rotating basis, for a period of one working week at a time, to insure an equitable burden regarding this obligation. **Each division, Treatment and Distribution, shall be responsible for coverage of one emergency line.**

Compensation for carrying the emergency phone shall be paid in the amount \$400/week, or \$450/week if the week includes a paid holiday.

8. Educational Course Reimbursement

AMEND 7.2 The Employer agrees, **upon approval of Superintendent**, to pay full cost of tuition, books, mileage and meals for educational courses taken by the employee to fulfill a requirement of his/her position. 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.

ADD 7.3 New employees may be required to complete certain educational courses or training as a condition of their employment. Prospective employees shall be required to execute an agreement to have the cost of tuition, books, mileage and meals deducted from their final wages if the employee voluntarily terminates their employment less than 12 months after completion of said educational courses.

7.4 Any Employee may request that the Employer pay the full cost of tuition, books, mileage and meals for educational courses or licenses not required for that employee's position. If the Employer approves such request, the employee shall execute an agreement to have said costs deducted from their final wages if the employee voluntarily terminates their employment less than 12 months after completion of said educational courses.

9. License Stipends & Machine Differential

AMEND 7.5 Based on licenses that Employees have as of July 1st of each year they will receive:

- Treatment Grade I - \$400/year
- Treatment Grade II - **\$600/year**
- Treatment Grade III - **\$800/year**
- Treatment Grade IV - **\$1000/year**
- Distribution Grade I - \$400/year
- Distribution Grade II - **\$600/year**
- Distribution Grade III - **\$800/year**
- Distribution Grade IV - **\$1000/year**
- **CDL - \$125/year for employees hired before July 1, 2023**
- **Hoisting License - \$125/year for the fiscal year of 2023**

7.6 A differential of \$2.00/hour will be added to the earned pay for the hours worked by any employee that is required to operate the department's backhoe or excavator for the fiscal year of 2023.

7.7 Effective July 1, 2024, a differential of \$4.00/hour will be added to the earned pay for the hours worked by any employee that is required to operate the department's backhoe or excavator.

10. Juneteenth

ADD 8.1 Add Juneteenth to the list of paid holidays.

11. Vacation Carry Over

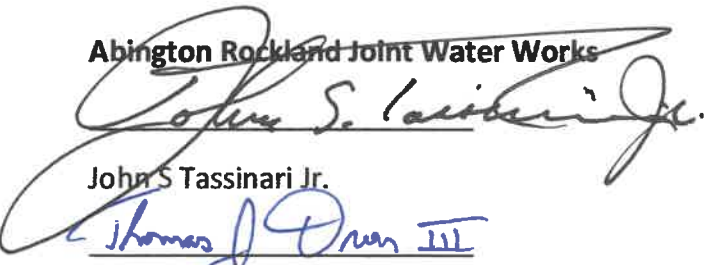
AMEND 9.2 A combination of forty (40) hours vacation & forty (40) hours compensatory time may be carried over to the next fiscal year with the restriction that they are utilized in the next fiscal year. At no time will there be more than eighty (80) hours carried over on the books.

12. Yearly Performance Reviews

The parties agree to come up with an annual performance review with each employee conducted by the Superintendent, Assistant Superintendent, and Department Head at the Superintendent's discretion.

This Memorandum of Agreement has been ratified by the Union and the Employer, by their authorized representatives on this 11th day of OCTOBER, 2023.

Abington Rockland Joint Water Works


John S Tassinari Jr.


Thomas J. Dion III


Paul Mollica

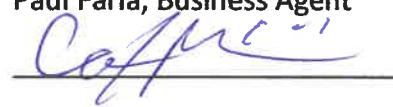

Deborah L. Dooner


Robert Corvi Jr.


David Saucier

AFSMCE Council 93 Local 1700


Paul Faria, Business Agent


Cody Mandanici, Steward