

*Ratified by Union
 1/19/17 (36)*

Tentative Agreement between City of Northampton and NAME

December 22, 2016

The following is a tentative agreement between the above-referenced parties, contingent and effective only upon ratification by the NAME membership, approval of the Mayor of Northampton and any necessary appropriation by the City.

1. Duration: 3 years (July 1, 2016 to June 30, 2019)

2. Wages:

2017
 FY 2014: 1.5% COLA on 7/1/2016

2018
 FY 2015: 1.5% COLA on 7/1/2017

2019
 FY 2016: 1.5% COLA on 7/1/2018

Steps continue to be paid on anniversary date/promotion date (52 weeks between steps).

3. Agree that during the life of the contract, the City will conduct a grade and classification study of the existing unit positions at the City's expense. When the study is complete, it will be presented to the Union and the parties agree to a re-opener to discuss it. No promises are made by either party about whether the plan and its recommendations will be adopted or whether wages will increase or decrease or whether jobs will be re-graded a result of its outcomes. The parties agree that no changes will be made to the wage scale through this re-opener unless there is mutual agreement of the parties.

4. Article 33: Change references to maternity/paternity leave to parental leave in light of change of Massachusetts Maternity Leave Act to Massachusetts Parental Leave Act.

5. Modify section 30.07 as follows: Employees may use up to five days (40 hours) of sick leave each year for the following:

- To care for ill or incapacitated members of their immediate family (e.g., an employee's child, spouse, parent, or parent of a spouse or anyone else under the City's bereavement policy, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care);
- To attend a routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
- For a victim to address the psychological, physical or legal effects of domestic violence and/or
- To travel to and from an appointment, a pharmacy, or other location related to the purpose for which sick time was taken.

6. Water and Wastewater License Incentive program: The license incentive program exists for Water Operators (Distribution and Treatment) and Wastewater Operators to ensure the City is staffed appropriately per regulatory requirements. Unit members hired prior to 10/1/2016 may

voluntarily opt-in to the license incentive program. Unit members hired after 10/1/2016 are required to be enrolled. For unit members hired after 10/1/2016, or for unit members hired prior to 10/1/2016 who voluntarily opt in, the Union agrees that failure to obtain licenses in required timeframes as noted in their job offer or license incentive agreement offer will be just cause for termination under this agreement.

The incentive will be as follows (per hour for hours worked):

Water Distribution Operators:

D2 .30

D3 .50

Water Treatment Operators:

T2 .30

T3 .50

Wastewater Treatment Operators:

6C .50

Water Distribution and Treatment Operators may voluntarily cross-train for a full complement of water licenses in both the Treatment and Distribution disciplines. Fully licensed Treatment Operators (T3) who wish to pursue distribution licenses will be additionally incentivized as follows:

D2 .30

D3 .30

Fully licensed Distribution Operators who wish to pursue treatment licenses will be additionally incentivized as follows:

T2 .30

T3 .30

Employees will begin receiving the pay once they pass the required test. It is required that the employee will maintain licenses in good standing and that once time in grade has been achieved, licenses will be upgraded by the State to "full" status. Employees who obtain licenses under this program are required to use any/all licenses as the City needs to meet DEP or other regulatory requirements.

7. Article 9 —Insert language making sure it's clear that probationary period for unit members is 6 months.
8. Article 12—Clean up to reflect the City's actual health insurance offerings to unit members as it is now in the GIC.
9. Article 15.08—Delete this provision. The reason is that PERAC and MGL decides whether longevity is regular compensation for retirement purposes. The City and Union have no authority to make this determination.
10. Article 30.10—Modify next to last paragraph of this Section of Article 30, so that sick leave buy back may only be paid out in two payments (1st half in the current calendar year and 2nd half in the next calendar year).
11. Add the following Union Business Article:

"Upon reasonable notification, the Employer will grant leave with straight time pay to attend to unit business during work time for only the following purposes: to attend contract negotiations on behalf of the Union with the City, to attend Step 1 to Step 3 grievance hearings held under the labor agreement that the City has scheduled during work time, to attend as a steward or union representative in witness to workplace investigatory hearings (i.e. Weingarten investigations) that are scheduled by the City during work hours, or to attend any joint labor/management committee meetings in the event such committees are formed by the agreement of the Union and the City and are scheduled to meet during work time. No City vehicles may be used to attend to Union business. The total number of unit employees who may be compensated for unit business during any working day or any part of any working day are three (3). The total number of working hours that may be used for union business and compensated under this Article are 3 hours per month, for a total of up to 36 hours per year. Prior to the beginning of negotiations for a successor agreement, the City agrees to allow additional union leave for negotiation prep. Three unit members will be allowed four days at three hours per day (twelve hours per employee/thirty six hours total).

Upon reasonable notice and at the discretion of the DPW Superintendent, or her designee, additional unit business time off without pay may be granted to attend to union business if the total amount of compensated union business time has been exhausted."

12. Update Article 27.04 change "\$150.00" to "\$300.00" and "work shoes" to "steel/composite toe safety shoes/boots".

13. Change the first sentence of Article 16.02 as follows: "If a unit member who has not completed their initial six month probationary period applies for and is awarded a vacant unit position, they will need to serve an additional six month probationary period in the new position."

14. Change Article 21 to read "Whenever an employee is assigned to perform the duties of a higher-rated classification, such employee shall be entitled to receive the hourly rate for the position to which he/she has be temporarily assigned from the moment of assignment to the end of the shift, regardless of how long the employee actually performs the duties."

All other proposals are withdrawn by the parties.

This tentative agreement is subject to the Mayor's approval and appropriation by the City Council and ratification by the Union.

Date:

For the City:

For NAME:

President





