

Tentative Agreement
BETWEEN THE CITY OF NORTHAMPTON

AND

IUOE, Local #98

The City and the Union have come to the following negotiated agreements.

Article 13 (Compensation):

FY23: \$1.00

FY24: 2%

FY25: 2%

Article 26 (License Pay) (see attached):

Add to existing license incentive the following. As per current agreement, incentives only apply to those who are required to have the licenses in their jobs.

- \$1.00 per hour CDL B stipend for Truck Driver/Laborer, Equipment Operators, Fleet Maintenance Mechanics, Foremen and General Foreman, and plant Maintenance techs across all division.
- \$2.00 per hour for T3 license for Water Treatment Plant Operators only
- \$1.50 per hour for Grade 6 WWTP license for Wastewater Treatment Plant Operators only
- \$1.25 per hour for 2A and 1C hoisting license for Central Services custodian Foreman only
- **\$1.80 per hour for D3 license for Water Division equipment operators, foreman and general foreman.**

Bold item above is the only scenario where an employee would "double dip" and receive both a CDL B incentive and an incentive for operator licenses.

CDL A license would continue to be incentivized for plant operators at the current rate of \$.25/hr.

Hoisting license incentive structure remains in effect for positions per previously agreed upon terms.

Article 9 (Civil Service):

Add the following paragraph:

- The Unit agrees that the City may pursue withdrawal from the statutory requirements of Civil Service (MGL Chapter 31), including Labor Service and that Local 98 will maintain a posture of neutrality, provided that all existing unit members at the time of the withdrawal who have permanent Civil Service Status (in official or labor service) will be grandfathered with their tenure rights and all other rights and benefits under Chapter 31 that are required by law.

In the event that withdrawal from Civil Service as set forth above is accomplished, then within 60 days from the effective date of the withdrawal, the City will pay to any current unit member as of the date of the ratification of the 2022-2025 Collective Bargaining Agreement and who is still working for the City in a unit position on the effective date of the withdrawal a one-time lump sum payment of \$3500.00. Such payment will be subject to any required withholding and paid on a separate check.

If the City effectively withdraws from Civil Service the parties will reopen the agreement for the limited purpose of discussing the impact of the withdrawal on recruitment and promotion, and to discuss the Union training program.

Article 6—Union Dues:

- Modify 6.01 to read: Employees of the bargaining unit may voluntarily agree to authorize payroll deductions for the purpose of paying Union dues. Union membership and payment of dues is voluntary and not a condition of employment with the City. Any employee desiring to join the Union and have Union dues deducted shall execute a written assignment in the form listed below:
- Add the Authorization language proposed by Local 98, with the exception of replacing the words "Soc. Sec" with "Soc. Sec. [last 4 numbers]".
- Add the following sentence as a new 6.04: "The Union agrees to indemnify and defend the City for any financial liability which the City may incur in complying with this Article."

Article 4 (Grievance and Arbitration):

- Strike Roberta Golick, who is no longer practicing and replace with Loretta Attardo.

Article 45 (Longevity):

Update as follows:

- C. 15-19 years: Increase from \$600 to \$1,000 per year
- D. 20-24 years: Increase from \$700 to \$1,200 per year
- E. 25-29 years: Increase from \$800 to \$1,500 per year
- F. 30+ years: Increase from \$1,000 to \$1,800 per year

Article 16 (Job Posting and Bidding):

New 16.01:

A vacancy is an opening caused by promotion, death, retirement, resignation. Transfer, discharge or the availability of new positions.

When a position covered by this Agreement becomes vacant, such vacancy shall, if the Employer decides to fill the position, be posted on departmental bulletin boards and the City's website. The City agrees to notify the Union's designated business agent by email to the address provided by the Union to the City's HR Director that a posting has been made by providing a copy of the posting. The Union shall update the City's HR Director of the email address for the Union's designated business agent annually by January 1st. In cases where the posting is for a position that is not covered by Civil Service rules, the posting will list the following information: pay, duties, shift, location, qualifications, closing date for the

applications and person to whom application should be made. If the position is not to be filled, no posting or notice shall be required.

Delete 16.06

Renumber and modify 16.07 to 16.06 to read: When a selection for an open position in the bargaining unit is made, the Union's designated business agent and all bargaining unit applicants for the position will be notified within 10 (ten) business days of the selection.

Article 20 (Voluntary standby, Weekend Watch and Sanding Lists):

Update 20.03: include Central Service unit members.

Modify 24.04 to state "Each employee on standby duty shall carry the City assigned communication equipment [beeper, pager, cell phone, etc.] Only DPW unit members shall be assigned a City vehicle for the duration of such duty..."

Article 40 (Holidays): Add Juneteenth

Article 40: Remove compensatory time provisions in 40.5 and make overtime: Employees who are regularly scheduled to work within their normal hours on the day after Thanksgiving or on the last scheduled day before Christmas shall receive time and one half for working those holidays. Work before or after the employee's normal starting and quitting time on those days will also be compensated at time and one half (1 ½).

Article 45 (Misc. Provisions):

45.09 increase stipend from \$75 to \$100 and change language to: The employee will only be charged for the actual hours of vacation used and retain any balance for future use. When this occurs between November 15th and December 31st, the employee will be permitted to carryover the amount of pre-scheduled vacation they did not use as a result of the snow emergency to be used in the next calendar year.

Cover of CBA – new design initially proposed by Local 98 as part of this round of CBA negotiations agreed to.

Article 7 (Agency Service Fee): delete

Article 8 (Bulletin Boards/Access to premises)

8.01 change "Association" to "Union"

8.04 change four (4) to five (5)

New 1-time Covid-19 Mitigation payment

The City will provide a Covid-19 mitigation payment of up to \$1,300 to eligible unit members. Eligibility shall be determined based on the following criteria:

The unit member was employed by the City of Northampton in a regular full time or part time position that was budgeted for at least 20 hours per week;

The unit member was actively working (e.g. not on a paid or unpaid leave of absence or administrative leave) in their position and assigned regular duties from March 10, 2020 to June 15, 2021 (the Covid-19 Emergency Period) and still working for the City when the bonus is paid;

Covid-19 mitigation payments will be prorated for each full month they are eligible for those unit members hired after the Covid-19 Emergency period commenced and for any unit members on a paid or unpaid leave of absence or administrative leave for any portion of the Covid-19 Emergency Period. Part time employees will have their Covid-19 mitigation payment prorated;


This is a one-time bonus to be paid on or before the final payroll for December 2022 or the first payroll after the Agreement is ratified and funded by the parties, whichever is later.

Eligibility shall be conclusively determined by the Human Resources Director, in consultation with an employee's supervising Department Head or, in the cases where the Mayor is the Supervisor, in consultation with the Mayor's Chief of Staff.

Parties agree to work on integrating the expired CBA language with this new MOA and prior MOAs. Perhaps a session for discussion on this item.

This agreement is subject to the ratification of Local 98, approval of Mayor, and funding by City Council.

For the City:

 12/22/22

Gina-Louise Sciarra, Mayor

Date

For Local 98

 12/20/22

Signature

Date

Keith Hancock Contract Representative

Print Name and Title