



Agreement Between

The City of Northampton, MA

and

The Northampton Administrative and

Professional Employees Association (NAPEA)

July 1, 2019 – June 30, 2022

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Article 1

RECOGNITION

1.01. This Agreement is made between the City of Northampton, hereinafter referred to as the City, and the Northampton Administrators and Professional Employees' Association, hereinafter referred to as the Association. The purpose of this agreement is to promote harmonious relations between the City and the Association, establish equitable procedures for the resolution of differences, and establish the rates of pay, hours of work and other conditions of employment.

1.02. A. The City recognizes the Association as the sole and exclusive representative of all the employees comprising the Administrator and Professional employee class, exclusive of all elected officials, in all matters relating to rates of pay and other conditions and benefits of employment. Appendix A is a listing of all positions by title and department covered by this Agreement.

B. The City and the Union agree that the Association shall consist of two (2) separate bargaining units. Unit "A" shall be titled "Administrators Unit" and will be composed of all City department heads not excluded from coverage and any NAPEA supervisors who supervise employees who are represented by NAPEA. Unit "B" shall be titled "Professionals Unit" and shall be composed of all other employees not currently excluded from representation.

1.03. The City will not aid, promote or finance any group or organization which purports to engage in, or make, any agreement with such group or individual for the purpose of undermining the Association or changing any condition in this agreement.

1.04. Where used in this Agreement, the words he or his shall refer to both female and male employees.

1.05. In the event that the City desires to implement a change to a job description for an existing bargaining unit position or upgrade an existing bargaining unit position, the City agrees to provide 30 calendar days written notice of the contemplated change and an opportunity to bargain to the Union. Should the Union desire to bargain regarding such requested change, it shall do so by notifying the City's HR Director or his/her designee by hard copy and email within seven (7) calendar days of receipt of the notice of the contemplated change. Notice shall be provided to the Union President and Vice President by hard copy and email. Nothing in this paragraph shall require the City to review a job description or re-grade positions at the request of the Union during the life of this contract.

Article 2

DISCRIMINATION AND PAST PRACTICE

2.01. The City shall not discriminate against any person on any matter because of race, creed, color, sex, age, handicap or political affiliation. All persons covered by this Agreement shall receive equal and full protection thereunder.

2.02. All other benefits which are enjoyed by the employees covered by this contract are hereby protected by this Agreement. All benefits and/or rights enjoyed by the employees covered by this contract which are now governed by Municipal Ordinance and State Law and which are not in conflict with this Agreement shall remain in full force and effect.

Article 3

ASSOCIATION DUES/AGENCY FEES

3.01. Each member of the Association may voluntarily agree to pay either Association dues or an agency service fee, to defray the costs of collective bargaining and contract administration.

3.02. The City agrees to deduct monthly from the pay of each nonunion employee in the Association all union dues or agency fees which are owed to the Association.

3.03. The Association agrees to indemnify and defend the City for any financial liability which the City may incur in complying with this Article.

Article 4
MANAGEMENT RIGHTS CLAUSE

4.01. The City of Northampton reserves and retains the sole and exclusive right to manage, operate and conduct all of its Department's operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this article is not to be construed as a limitation of management's rights, but rather as illustration of the nature of the rights inherent in management.

4.02. The City of Northampton, subject to applicable law and the express and specific provisions of this Agreement reserves and retains the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish, create revise and implement reasonable work rules and regulations including performance evaluations as described in Article 33 the criterion upon which the bargaining unit members shall be evaluated which shall be used to discipline and discharge; to require bargaining unit members to assist the Appointing Authority/designee in the conduct of performance evaluations of those employees supervised by members of this or any other bargaining unit; to establish positions and job descriptions and the classifications therefore; to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities; to schedule work as required; to study and use, introduce, install new or improved methods, systems, facilities and/or equipment; to determine methods, processes and procedures by which work is to be performed; to subcontract out work where the purpose is not to undermine the bargaining unit; to schedule and assign work; and in all respects to carry out the ordinary and customary functions of municipal management.

Article 5
GRIEVANCE AND ARBITRATION PROCEDURES

5.01. A "grievance" or "dispute" is hereby defined as a dispute arising from a complaint by an Employee or Employees of the Association covered by this Agreement, relating to the meaning, interpretation or application of any of the express terms and provisions of this Agreement.

5.02. Any grievance or dispute which may arise between the parties concerning the application or interpretation of the express terms of this Agreement shall be settled in the following manner:

Step 1. Any aggrieved employee shall present his grievance orally to his immediate supervisor or Appointing Authority who shall attempt to adjust the grievance informally. An employee may be accompanied by an Association Representative if desired. The grievance must be presented within ten (10) calendar days of or knowledge of the occurrence of the event giving rise to the grievance.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing to the representative which may consist of, but not limited to, the following officials: Appointing Authority of the employee, member of the Law Department, Human Resources Director, and the Mayor, within ten (10) calendar days from the date of presentation at the Step 1 level. The written grievance will state clearly the act or acts complained of, the provisions of the Agreement that are allegedly violated, when the problem occurred and the remedy sought.

Step 3. If the grievance is not resolved at the Step2 level within ten (10) calendar days from the date of presentation at the Step 2 level, the Association may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) calendar days after the expiration of the ten (10) calendar days. Prior to going to formal Arbitration, the parties shall seek grievance mediation through the Massachusetts Board of Conciliation and Arbitration.

5.03. The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association (AAA) shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of the AAA. Expenses for the arbitrator's services shall be shared equally by the parties.

5.04. Written submission of grievances at Step 2 shall be in not less than triplicate, on forms provided by the Association, and shall be signed by the Employee or his Association representative filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form. At any step of the grievance procedure where no adjustment is reached, the grievance shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Association representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

5.05. A grievance not filed or processed within any of the time limits or in accordance with any of the conditions prescribed at steps one through three, inclusive shall be deemed waived for all purposes. Grievances not answered by the City within the limits prescribed shall automatically proceed to the next step of the procedure. Time limits as specified, may be changed by mutual agreements of the parties, in writing.

5.06. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be subject of any grievance hereunder. This section shall have no impact on grievances that are currently pending.

5.07. The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The arbitrator's award shall be in writing within thirty (30) days of the hearing and shall set forth his findings of fact, reasoning and conclusion. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law. It is clearly understood that the arbitrator may not contradict or modify the terms of this Agreement in conflict with the express provisions of this Agreement or of any law. The Arbitrator's jurisdiction is expressly limited to the express terms of this Agreement which are applicable to the particular issue at hand, and to the rendition of an award which in no way adds to, subtracts from, changes or amends or conflicts with any term provision or condition of this Agreement.

Article 6 - NEW **On Call Program**

6.01. Building Department On-Call

The parties recognize that the Building Department has a need for personnel to be in an "on-call" status for periods of time after they leave the workplace in order to respond to emergent situations that occur outside normal business hours. This article sets forth the performance standards and pay associated with being 'on-call'.

One person will be designated on-call for the Building Department based on the needs of the department as follows:

A: Employees shall be assigned to "on-call" status in one week periods.

B: The period is defined as Monday at 8:00 am to Monday at 8:00 am, with the understanding that employees are on-call after they have worked their normal work hours.

C: The on-call employee will be required to accept and respond to in-coming calls related to work. They must respond to a call within thirty (30) minutes and if it is necessary to return to the City, they must do so within one (1) hour.

D: While an employee is “on-call” they cannot engage in activities that would make them unfit to respond as outlined in C. Failure to fulfill on-call duties appropriately can be subject to discipline.

E: *Compensation:*

For being on-call and responding remotely via phone, email text: \$125 per week.

For responding in-person (returning to the City on non-work hours): time and one half of base rate of pay, one hour minimum.

On-call employees who are required to respond in-person shall be paid for actual hours worked, not commute travel time to and from the worksite.

F: The employee assigned to on-call duties is responsible for getting the on-call cell phone at the beginning of the on-call week assignment and returning it to the next scheduled employee at the end of the on-call week assignment.

6.02 DPW Water and Waste Water Supervisor On-Call

The parties recognize that because of the unique needs of the DPW’s Water and Wastewater Treatment Plants and Flood Control Pump Station, there is a need for personnel with required state licensure and/or professional experience and expertise to carry a pager for periods of time after they leave the workplace in order to respond to emergent situations that occur outside normal business hours. This article sets forth the performance standards and pay associated with carrying the pager.

One person will be designated for each of the above facilities to carry the pager based on the needs of the department as follows:

A: Employees with proper licensure and expertise shall be assigned to carry the pager in one week (7 day) periods at the discretion of the DPW director. NAPEA understands and agrees that this responsibility may be and is shared with NAME employees who also carry appropriate licensure.

B. The employee will be required to accept and respond to in-coming calls/pages related to work. They must respond to a call/page immediately.

C: While an employee is assigned to carry a pager they cannot engage in activities that would make them unfit to respond as outlined in B. Failure to fulfill on-call duties appropriately can be subject to discipline.

D: A City vehicle will be available at the employee’s normal work site. If it makes sense, the employee can respond to the worksite and take the City vehicle to the scene of the event. Whether or not the employee chooses to use the City vehicle, the response time should still comply with this policy.

E: *Compensation:*

For carrying pager and being responsible for responding to emergencies: \$275 per week.

For returning to the City outside of normal working hours for emergency situations: On call employees shall be paid for actual hours worked at a rate of time and one half of their base rate. Employees are not paid for commute travel time to and from the worksite.

F: The employee assigned the pager is responsible for getting the pager at the beginning of the assignment and returning it to the next scheduled employee at the end of the assignment.

Article 7
COMPENSATORY TIME

7.01. Employees may receive compensatory time for hours worked in excess of their normal work week. The accumulation, use and administration shall be under the following guidelines.

A. Hours of Work: Administrative and Professional employees that are scheduled for a 35, 37.5 or 40 hour work week shall accumulate compensatory time at the rate of time and a half (1 1/2) for all hours worked beyond their regularly scheduled work week.

B. Employees on a thirty five (35) hour work week will accumulate compensatory time after seven (7) hours in any given day.

C. Employees on a thirty seven and one half (37.5) hour work week will accumulate compensatory time after seven and a half (7.5) hours in any given day.

D. Employees on a forty (40) hour work week will accumulate compensatory time after eight (8) hours in any given day.

7.02. No more than forty (40) hours may be accumulated for compensatory time, except that the Parks & Recreation Department if, in the judgment of the Director of Parks & Recreation additional compensatory time beyond forty (40) hours is required by an unite member working in the Parks & Recreation Department during the months of July and August then the Director of Parks & Recreation submit a request to the Director of Human Resources for approval of such additional compensatory time, such approval not to be unreasonably withheld. In the case of the Director of Parks & Recreation believes he/she needs to work additional compensatory time beyond forty (40) hours in the months of July or August he/she should submit his/her request directly to the Mayor.

7.03. The department head will keep a record of all compensatory time. These records will be made available upon request to the Human Resources Department.

Employees who work beyond their regular scheduled work day and have reached their maximum compensatory time accrual shall be paid at time and ½ for all hours worked in excess of their regularly scheduled work day.

7.04. Record keeping procedures for department heads' use shall be established by the Human Resources Director. Record keeping for employees of this Association shall be accomplished by recording compensatory time on the payroll sheets submitted to the Auditor.

7.05. Employees who are regularly scheduled between 20-34 hours per week are eligible for straight time for all hours worked beyond their regularly scheduled hours and are eligible for comp time for any non-regular hours worked over 35 hours in a work week.

7.06. In the event the Mayor declares an emergency and closes City offices and determines that such emergency will require a member or members of NAPEA to work during the closing, then the NAPEA employee or employees who is/are required to work such hours shall, in addition to being paid for their normal schedules hours, also be paid straight time for all such hours worked till the end of their normal schedule and time and ½ for all hours after that during the period of the emergency.

In lieu of compensation under this paragraph, the mayor shall have the option of compensation the employee at the equivalent amount of compensatory time, and such compensatory time need not be subject to the limit on accumulation set forth in section 7.02. Compensatory time accrued beyond the cap under this paragraph must be used in the fiscal year it is earned or it will be paid out.

7.07. DPW Plowing: NAPEA employees that participate in snow removal operations (ie. Plowing and moving snow outside their normal job duties) will be compensated at a pay rate of time and ½ for all hours worked outside their normal work schedule.

Article 8
FLEXIBLE TIME

8.01. Department Heads have the authority to allow their employees as well as themselves to work a flexible schedule to meet individual concerns not inconsistent with the requirements of the department and within the following constraints.

A. Offices are to remain open according to their usual schedule (from 8:30 a.m. to 4:30 p.m. for most offices).

B. Flexibility in employees' schedules is allowed at the department head or supervisor's discretion. Department Heads and supervisors are not required to allow such flexibility.

Article 9
LEAVE OF ABSENCE

9.01. Unpaid leaves of absence may be recommended by the employee's immediate supervisor and approved by the Appointing Authority.

9.02. All approvals and/or extensions of leaves of absence shall be in writing by the employee's immediate supervisor.

9.03. An employee in an unpaid status while on leave of absence other than one attributable to FMLA or Worker's Compensation will be responsible for paying both the employee and the employer portion of the health insurance premium. Employees who are in an unpaid status on any type of leave exclusive of FMLA or Worker's Compensation will not accrue benefits during the unpaid portion of the leave.

Article 10
HOLIDAYS

10.01. The following days shall be considered to be paid holidays:

Half-day before New Year's Day	Labor Day
As long as it is a regular Work day	Columbus Day/Indigenous Peoples' Day
New Year's Day	Veteran's Day
Martin Luther King Day	Half-day before Thanksgiving
President's Birthday	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Last scheduled workday before Christmas
Independence Day	Christmas Day

10.02. Should the City declare any other day a holiday or skeleton force day, the employees not required to work shall receive a regular day's pay. Employees required to work that day shall be granted a corresponding amount of time off with pay.

10.03. Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday.

10.04. All employees on a forty-hour week shall receive eight (8) hours pay at straight time rate for holiday pay; those on a thirty-five hour week shall receive seven (7) hours pay.

10.05. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

10.06. An employee who is on an unpaid leave of absence will not be eligible for holiday pay.

Article 11 SICK LEAVE

11.01 Sick leave shall be granted to employees who are incapacitated for duty as a result of sickness or off-the-job injury which is not job related. Appointments for medical or dental visits may be charged to sick leave. Sick leave may not be charged, however, for periods during which the employee was not scheduled to work, such as during a leave of absence, vacation, and so forth.

11.02. Sick leave is earned/accrued every week an employee is in a paid status. The accrual rate for full-time employees is based upon 3 weeks a year. The formula for determining the proper accrual rate is (3 weeks X scheduled hours per week) / 52 (rounded to two decimal positions). For full-time employees the accrual rates are stated below.

35 hour a week employee...accrual rate = 2.02 hours per week

40 hour a week employee...accrual rate = 2.31 hours per week

11.03. Part-time employees (those that work at least twenty hours per week on a regularly scheduled basis) will have their sick leave accrued on a pro rata basis determined by the formula stated in 11.02.

11.04. Sick leave shall be accumulated without limit. Present employees shall retain any sick leave earned prior to the effective date of this Agreement.

11.05. An employee absent on sick leave must notify an appropriate individual within his department as soon as possible but no later than one hour before the start of the shift on each day of illness, unless prior arrangements have been made for a prolonged absence such as hospitalization and so forth.

11.06. Upon retirement of an employee, sick leave buy back shall be paid to the employee at his/her current rate of pay, multiplied by 33 1/3% of the employee's accumulated sick leave, up to \$5,500, paid in a lump sum or, by employee option, paid as follows:

1/3 Upon Retirement

1/3 after six months (from retirement)

1/3 after one year (from retirement)

Employees hired on or before December 31, 1986 will be paid out sick time but are not subject to the \$5,500 cap.

An employee may delay payment into the following calendar year.

Upon the death of an employee, accumulated sick leave shall be paid in a lump sum to his/her spouse or beneficiary; such sick leave shall be computed at the employee's hourly rate in effect at the time of death, multiplied by 33 1/3% of the employee's accumulated sick leave up to \$5,500.

See Appendix D for exceptions to the \$5,500 cap.

11.07. An employee who provides at least one (1) year advanced notice of retirement and retired (application with the Retirement Board must be submitted), shall receive upon retirement, a lump sum payment of \$750.00. If the notice is given at least six (6) months in advance, the employee shall receive \$500.00. No payment shall be made for any notification less than six months prior to retirement.

11.08. Upon honorable separation of service, which may include resignation and non-reappointment but excluding retirement, and/or death, a settlement with the City in which the employee agreed to resign in

lieu of disciplinary action being proffered, an employee shall receive after five (5) years of continuous service, but less than ten (10) years, 16.76% of the value of accumulated sick leave up to \$5,500; after ten (10) years but less than fifteen (15) years, 20% up to \$5,500; and more than 15 years, 25% up to \$5,500. The employee may defer some or all of this payment into the next tax year but may not be required to do so. Employees hired on or before December 31, 1986 will be paid out sick time but are not subject to the \$5,500 cap.

11.09. While the City will not make a general practice of requesting medical evidence of illness, the City, in their discretion, may request a medical certificate on an individual basis as circumstances warrant.

11.10. When sick leave is applied for in advance, the employee must present a complete statement of the facts from his own physician.

11.11. If desired and requested by the City's contributory Sick Leave Committee, an employee may contribute sick time to another employee.

11.12. Employees may use up to five (5) days of sick leave each calendar year to care for ill or incapacitated members of the immediate family as defined as spouse, child, father, mother, parents of spouse, sister, brother, step-child, foster child, grandchild, step parent, foster parent or person domiciled in the employee's household. Sick time may be used for travel to and from routine medical appointments and/or pharmacy for the employee of covered family members (up to 5 day use). Sick time may also be used to address the psychological, physical or legal effects of domestic violence for an employee who is a victim (up to 5 day use.)

Article 12 VACATION

12.01. In case a temporary, provisional or an employee serving under a Professional Services Contract becomes a permanent employee, with no break in service, for the purposes of this article, his date of employment shall be the date of first employment as a temporary or provisional or contractual employee. Should a break in service of thirty days or less occur as a result of involuntary separation, it shall not be construed as nullifying the intent of this provision.

12.02. Each employee covered by this contract shall earn/accrue vacation with pay as follows:

A. Employees having less than five (5) years of creditable service shall be entitled to ten working days per year, such leave to be accrued on the basis of 1.5+ hours for each payroll period the employee is in pay status for employees on a 40-hour work week; employees on a 35 hour week will accrue on the basis of 1.35 hours for each payroll period the employee is in a pay status.

B. Commencing with the fourth year of creditable service, leave will be accrued on the basis of 2.3+ hours for each payroll period the employee is in a pay status for employees on a 40 hour work week; employees on a 35-hour week will accrue on the basis of 2.02 hours for each payroll period the employee is in a pay status.

C. Commencing with the ninth year of creditable service, leave will be accrued on the basis of 3.0+ hours for each payroll period the employee is in a pay status for employees on a 40 hour work week; employees on a 35-hour week will accrue on the basis of 2.69+ hours for each payroll period the employee is in a pay status.

D. Employees having fifteen (15) years or more of creditable service will accrue twenty-five (25) working days of paid vacation per year.

E. Commencing with the 14th year of creditable service, employees whose regular work is thirty five hours per week, will accrual on the basis of 3.36+ hours per payroll period; employees whose regular work week is forty (40) hours per week; shall accrue leave on the basis of 3.84+ hours per payroll period.

12.03. New, full-time NAPEA employees begin accruing their vacation benefit in the first payroll period. Employees are eligible to use their annual vacation accrual of ten working days, beginning on their date of hire. This may mean that their vacation accrual balance will go into the negative. This benefit is not considered fully earned until the employee's one year anniversary. Therefore, if an employee separates from employment from the City prior to reaching their one year anniversary, the employee will owe the City the difference between any vacation time used and what they would have accrued during their period of employment.

12.04 Employees may not be paid for vacation leave carried over in excess of twenty-five (25) working days. In the event an employee is out on Workmen's Compensation and is unable to use his vacation leave, in order to avoid forfeiture it shall be converted to sick leave.

12.05 Should there be a situation where an association member for reasons beyond his/her control, or because of department/divisional scheduling and/or staffing requirements, not be able to use accrued vacation time during the calendar year, the process for requesting carry over shall be as follows:

1. A non-department head shall discuss options with the appropriate department head/ appropriate staff and human resources prior to December 1st. Should the exclusive option be to request carryover of unused vacation for the above reasons, the department head shall formally recommend such action to the Human Resources (HR) Director. The HR director will support the request to the Mayor.
2. A department head shall submit a request to the Director of Human resource seeking authorization for carryover on or before December 1st who will discuss available options with the department head. Should the exclusive option be to request carryover of unused vacation for the above reasons, the HR director will support the request to the Mayor.
3. In situations where extenuating circumstances for the reasons previously indicated prevent discussion before December 1 (ex. An emergency after December 1st prevents a unit employee from going on a previously scheduled vacation, unavailability of the HR staff or Mayor to meet prior to December 1st) the request for carryover of unused vacation shall be made as soon as practicable.

The request to carryover unused vacation time shall only be available due to extenuating circumstances previously indicated and shall be subject to the approval of the Mayor but shall not be unreasonably denied. If approved, the additional vacation time carried over must be used in the next calendar year. A copy of the HR Director's endorsement of the employee's request shall be provided to the Association's President.

12.06. A member of the Association who leaves the employ of the City shall be paid for whatever leave balance exists as of the date of termination. However, no employee may be paid for more than twenty-five (25) working days of leave.

Article 13 SAFETY/STEEL TOE BOOTS

The City agrees to a three hundred dollar (\$300) per year reimbursement for footwear that meets this OSHA standard:

<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.136>

Reimbursement shall be for the following positions: Storm Water manager, Building Inspectors. Building Commissioner, Highway Superintendent, Forestry, Parks & Cemetery Superintendent, Senior Civil engineer, Civil Engineer, Superintendent of Waste Water, Superintendent of Water, City Electrician, Environmental Scientist.

As well as the following positions according to the MOA November 4, 2019 (see appendix B): Chief WWTP Operator, Chief WTP Operator, Water Cross Connection Control, GIS Coordinator

Article 14
BEREAVEMENT LEAVE

14.01. In the event of the death of a spouse or child paid leave of up to one calendar week will be granted.

14.02. In the event of death of a member of the immediate family of an employee, the employee will be granted paid leave of up to three working days. Immediate family is defined as an employee's mother, father, significant other (shall be defined as a person residing with the employee for one year or more before the date of request and the employee has advised the Human Resources Department of the name of that person), step-parent, foster parent, step child, foster child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

14.03. In the case of the death of the employee's following relative, one day of paid leave shall be allowed; aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

14.04. With the consent of the Department Head and providing it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four hours of paid leave to attend the service of a deceased co-worker.

Article 15
JURY DUTY

15.01 An employee who serves on jury duty will continue to receive his regular pay and benefits from the City, provided this fact is reported on payroll. When payment by the court for such jury duty is made, such payment, exclusive of travel or any other allowances, shall be refunded to the City by the employee in the following manner: the employee shall present to the Auditor's Office either the check from the court endorsed over to the City of Northampton, or a certification from the court as the amount paid together with the employee's personal reimbursement to the City. Employees subpoenaed by the Commonwealth or its subdivisions shall be reimbursed as if on jury duty.

15.02. An employee on jury duty shall be considered as being employed Monday through Friday.

15.03. An employee who is on jury duty for four (4) hours or less in a given day shall return to work for the remainder of his regular shift, but in no event shall the time he is on jury duty and the time he is on his regular job exceed his normal work day.

Article 16
MILITARY LEAVE

16.01. A military leave of absence without compensation shall be granted to any employee called to active duty with the United States armed forces.

16.02. An employee who serves an annual tour of duty with a United States Reserve component or as a member of the National Guard of the Commonwealth shall receive the difference between his regular base pay and military pay received for a period of up to seventeen (17) working days in a calendar year. The City need reimburse the employee only for days corresponding with the employee's work schedule.

Article 17
FAMILY MEDICAL AND PARENTAL LEAVE

17.01. The parties agree to incorporate and make part this Agreement the City's Family and Medical Leaves of Absence, a copy of which is attached as Appendix E.

Article 18
PERSONAL LEAVE

18.01. At the beginning of each calendar year, eligible employees will receive the equivalent of three days, at their current work assignment, of time to use at their discretion. The time may be used for any purpose. Employees shall provide 24-hour advance notice to their immediate supervisor. Personal leave time can be used in hourly increments. Unused personal leave time does not carry over to the next calendar year. Unused personal days in any calendar year will be added to an employee's sick leave days at the end of such calendar year or, in the case of an employee who dies or retires during a calendar year, upon death or retirement.

18.02. In the first year of employment, employees hired before July 1st will receive three (3) personal days. Employees hired after July 1st will receive one and one-half (1 ½) personal days.

Article 19
EDUCATIONAL ASSISTANCE

19.01. The City will pay for registration, tuition, books, materials, and laboratory fees required by a school, seminar, or short course, which in the opinion of the Department Head, are directly related to your employment, provided funds have been appropriated into a Citywide Educational Assistance Fund administered by the Human Resources Department.

19.02. The City will pay examination fees, meal expenses, and traveling expenses incurred by employees selected by the City to attend short courses and examinations leading to certifications, registrations, and licenses, excluding driver's licenses, required by State and/or Federal law for the performance of duties by such employees.

19.03. All books and other educational materials paid for by the City in accordance with the first paragraph of this article shall remain property of the City and be retained for reference use by all employees.

19.04. Employees will be allowed release time to attend courses as stated above. The release time must be reported on the payroll.

Article 20
REPRESENTATION

20.01. A written list of Association Officers and other representatives shall be furnished to the City immediately after their designation and the Association shall notify the City of any changes.

20.02. The employees covered by the terms of this Agreement will be allowed by a committee of not more than four (4) Association members.

20.03. One (1) member of this committee will be allowed to handle grievances during working hours.

20.04. The City agrees that no member of the Association will lose any pay/benefits while working with the City to resolve grievances or during contract negotiations.

Article 21
LONGEVITY PLAN

21.01. Each full-time employee shall receive longevity compensation as follows:

A. Upon completion of five (5) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of one hundred dollars (\$100.00) shall be

added to his/her pay once a year and once each year thereafter through the ninth (9th) year of continuous service in paid status of no less than fifty (50%) percent of the employee's regular scheduled work week, he/she shall receive a longevity payment of \$100.00.

B. Upon completion of ten (10) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of five hundred dollars (\$500.00) shall be added to his/her pay once a year and once each year thereafter through the fourteenth (14th) year of continuous service in paid status of no less than fifty (50%) percent of the employee's regular scheduled work week, he/she shall receive a longevity payment of \$500.00.

C. Upon completion of fifteen (15) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of one thousand dollars (\$1,000.00) shall be added to his/her pay once a year and once each year thereafter through the nineteenth (19th) year of continuous service in paid status of no less than fifty (50%) percent of the employee's regular scheduled work week, he/she shall receive a longevity payment of \$1,000.00.

D. Upon completion of twenty (20) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of twelve hundred dollars (\$1,200.00) shall be added to his/her pay once a year and once each year thereafter through the twenty-fourth (24th) year of continuous service in paid status of no less than fifty (50%) percent of the employee's regular scheduled work week, he/she shall receive a longevity payment of \$1,200.00.

E. Upon completion of twenty-five (25) years of continuous service in paid status of no less than fifty (50%) percent of an employee's regular scheduled work week, a sum of fifteen hundred dollars (\$1,500.00) shall be added to his/her pay once a year and once each year thereafter he/she shall receive a longevity payment of \$1,500.00.

21.02. In case a temporary or provisional employee or an employee serving under a Professional Services Contract becomes a permanent employee, with no break in service, for the purposes of this article, his date of employment shall be the date of first employment as a temporary or provisional or contractual employee. Should a break in service of thirty days or less occur as a result of involuntary separation, it shall be construed as nullifying the intent of this provision.

21.03. Full-time employees are those who work regularly at least thirty-five (35) hours per week.

21.04. Suspension time (that is, time lost from work through suspension for cause) shall be deducted from years of service.

21.05. Authorized leave of absence shall not change the effective employment date, provided the employee does not engage in other employment during leave of absence. However, if an employee is granted a leave of absence for the purpose of taking educational work which is related to his occupation in the service of the City, other employment during such leave shall not affect his effective employment date.

21.06. Payment of the longevity compensation shall be made on an annual basis and shall be paid on the last pay day of the month in which the anniversary date occurs.

21.07. Those employees leaving the service of the City of Northampton through retirement or death shall be given credit for one (1) year of service if they have at least six (6) months service following their anniversary date.

21.08. To the extent permitted by the law, longevity compensation shall be construed as regular, compensation for the purpose of retirement benefits.

Article 22
SAVINGS CLAUSE

22.01. Should any provision of the Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this agreement.

Article 23
ORIENTATION (PROBATIONARY) PERIOD AND PROMOTIONS

23.01. Newly hired employees shall be entitled to all the benefits and privileges of the employees covered by this agreement. They shall be subject to all the obligations imposed upon employees by the terms of this agreement.

23.02. Newly hired employees not presently employed by the City shall have a six month probationary period. They may challenge discipline or discharge procedures up to Step 2 of the Grievance Procedure.

Article 24
NO STRIKE-NO LOCKOUT

24.01. No lock out of employees shall be instituted by the employer during the term of this Agreement.

24.02. No strike of any kind shall be caused or sanctioned by the Association during the term of this Agreement. At no time, however, shall an employee be required to act as a strike breaker. Any or all employees who violate any of the provisions of this article may be disciplined or discharged by the City.

Article 25
JOB SECURITY

25.01. It is the policy of the City to act with integrity and justice toward each employee, recognizing his individuality as a human being and his right to fair, decent, equitable and understanding treatment.

25.02. An employee of the Association currently covered by this collective bargaining agreement and/or covered by Civil Service shall not be disciplined, demoted, transferred, suspended, laid off or discharged (probationary personnel excluded) except for just cause. Failure to reappoint constitutes discharge. Before such contemplated action is taken, the employee shall be given a hearing before the Appointing Authority or his/her designee, on specific reasons for such action unless the employee waives the right to such a hearing. Such hearing shall be commenced not less than ten (10) working days after the notice of hearing is served on the employee and the Association, and the Association may represent the affected employee at the hearing. Association members not under Civil Service shall only have recourse to the grievance procedure contained herein. Association members eligible to proceed under civil service hearing as provided in Chapter 31, Section 41, of Massachusetts General Laws, as amended from time to time, on employment matters, and who so elect shall not have available to them the right to utilize the grievance procedure on the same employment matters.

25.03. An employee of the Association covered/formerly covered by Civil Service (See Appendix A) who is laid off shall have the right to be reinstated to his/her position prior to filling the position with any other employee for a period of five years. The City shall notify the laid-off employee of its intention to fill a vacancy in his/her position by sending him/her a notice by certified mail to the address currently on file with the City's Human Resources Department. The employee shall have the obligation to apprise the City of any change in his/her address during the recall period.

25.04. Association members not under civil service shall only have recourse to the grievance procedure contained herein. Association members eligible to proceed under civil service hearings as provided in Chapter 31, Section 41, of Massachusetts General Laws, as amended from time to time, or employment matters, and who so elect, shall not have available to them the right to utilize the grievance procedure on the same matters.

Article 26
INDEMNIFICATION COVERAGE

26.01. The City agrees that if and when it provides for indemnification under C.512, Acts of 1978, "Government Claim Tort Act", such coverage will be extended for all employees of the Association.

Article 27
WORKER'S COMPENSATION

27.01. In the event an employee receives compensation under the Worker's Compensation Act, the employee may apply to charge his sick leave account for the difference between the compensation he receives and his usual weekly pay, to the extent of sick leave earned. If sick leave is exhausted, earned vacation leave may be applied in the same manner upon the employee's request.

Article 28
PART-TIME EMPLOYEES

28.01 Permanent part-time employees who regularly work at least twenty (20) hours per week shall be paid hourly rates based on their classifications and their positions (step) in their pay grades according to their length of service. Such permanent part-time employees shall be entitled to sick leave, holiday, vacation and other fringe benefits provided by this contract proportionate to their weekly schedules.

Article 29
MEDICAL INSURANCE

29.01. The City agrees to pay eighty (80%) of the premium for the HMO Plan.

29.02. The City agrees to pay fifty percent (50%) of the premium for an indemnity plan that covers members who seek treatment outside Massachusetts (PPO).

29.03. The City agrees to maintain the percentages specified in Articles 29.01 and 29.02 for members of this Association when and if the member becomes a retiree in the City's Contributory Retirement System.

29.04. The City will provide a voluntary Dental Plan at the employee's expense.

29.05. The City will provide a Flexible Spending Plan

29.06. Effective January 1, 2014, health insurance benefits shall be through the Group Insurance Commission (GIC), pursuant to the agreement reached by the City and the Public Employee Committee (PEC) established under M.G.L. c.32B, 21-23.

Article 30
TRANSPORTATION AND TRAVEL ALLOWANCE

30.01. Bargaining unit employees shall be reimbursed for the use of their privately-owned vehicle for any work-related travel. The mileage reimbursement rate shall be set by the IRS as of January 1 of each year of the contract. Other travel expenses are reimbursed per the City Policy (attached).

Article 31
DRUG & ALCOHOL FREE WORK PLACE

31.01. It is the intent and the obligation of the City to provide a drug-free/alcohol-free, healthy, safe, and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

31.02. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol on City premises, or while on City business is absolutely prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be in accordance with Civil Service law, where applicable, in conjunction with collective bargaining language, if appropriate.

31.03. Drug and alcohol dependency is recognized by the City as an illness and major health problem. The City also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and the health insurance plans as appropriate. Any contact with the Employee Assistance Program are confidential and conscientious efforts to seek help with drug and alcohol dependency will not jeopardize an employee's job.

31.04. As required by Federal law, employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the City of Northampton Human Resources Department within five (5) days after conviction. The City must then notify the contracting agency within ten (10) days after receiving notice of conviction as required by the Drug-Free Workplace Act of 1988.

Article 32
EMPLOYEE ASSISTANCE PROGRAM

32.01. The Association and the City mutually agree to endorse the continuity of the existing Employee Assistance Program for all employees and members of their families.

Article 33
TAKE HOME VEHICLE POLICY

33.01. NAPEA unit members will be subject to the City's take-home vehicle policy. In determining the value of the vehicle provided to the employee for income reporting purposes, an employee may request that the lease value rule or commuting valuation rule be used in lieu of the cents-per-mile rule set forth in the City's policy. If, in the sole determination of the City, the requested reporting method can be utilized under current IRS regulations and guidance then the City agrees to use the requested alternative method for calculating the value of the vehicle provided.

33.02. Notwithstanding the criteria used by the City to determine the appropriateness of a take-home vehicle under its policy, for as long as the following unit members work in the same jobs for the City that they held on July 1, 2013 and the vehicles they were assigned on July 1, 2013 are mechanically sound, the following individuals will be grandfathered and although not required to use, shall be permitted to use a take-home vehicle: Richard Parasiliti. The City may not assign any take-home vehicle to these grandfathered individuals. These individuals are not grandfathered to any specific vehicle.

Article 34
LIGHT/LIMITED DUTY

34.01. The City of Northampton and the Association agree to the establishment and implementation of a light duty program.

Article 35
COMPENSATION

35.01. Represented positions and the grades for each position are set forth in Appendix A.

35.02. In any year where step movement has been negotiated, each bargaining unit employee with one or more years of service in the unit and any employee hired before January 1 shall be advanced to the next

higher step in her/her pay grade on July 1 of the following year of this contract. Notwithstanding any other language in this Agreement, upon the expiration of this contract step movement shall not be automatic but must be negotiated in subsequent years.

35.03. Effective July 1, 2014, in the event of a promotion of any unit member to a higher graded position within NAPEA the employee's rate of promotion shall be determined by the City (ie. Human Resources Director with approval of the Mayor) in its sole discretion, as follows:

1. If the employee is promoted between July 1st to December 31st of the Fiscal year, the promoted employee shall be placed on a step in the employee's new grade that represents a minimum 3-3.5% increase per grade (provided that nothing herein shall prevent the City, in its discretion, from placing the promoted employee at a higher step) and the employee shall also be eligible for any negotiated step increase the following July 1st.
2. If the employee is promoted between January 1st and June 30th of the Fiscal year, then the promoted employee shall be placed on a step in their new grade that represents a minimum 3.5% increase per grade (provided that nothing herein shall prevent the City, in its discretion, from placing the promoted employee at a higher step). Such employee shall not be eligible for a step increase until they have been in that position for a year.

35.04. Except in the case of promotional appointments which shall include the limitations as indicated above, the City in the sole discretion of the Human Resources Director with the approval of the Mayor shall assign a newly hired unit member to any step within the salary grade of the position for which the employee is hired.

35.05 All unit members shall be required to have their paychecks directly deposited to a banking institution of their choosing.

35.06. For FY 2020: 2% COLA (applies to those over the scale) and step movement for all eligible for steps.

For FY 2021: 2% COLA (applies to those over the scale) plus movement for all eligible for steps.

For FY 2022: 2% COLA (applies to those over the scale) plus movement for all eligible steps.

The City agrees that between the start of January 2022 and the close of March 2022 it will conduct an in-house HR market study review based on the Collins Center study comparable communities of the salary range for positions in the unit for discussion in successor collective bargaining negotiations.

Article 36 **EFFECTIVE DATE**

36.01. The effective date of this Agreement is July 1, 2019.

Article 37 **DURATION**

This Agreement is effective retroactively to July 1, 2019 and shall remain in full force and effect through June 30, 2022 and shall automatically renew itself for consecutive terms, each of one year, unless by January 1, 2022, either the City or the Association shall have given the other notice of its desire to negotiate a new Agreement.

37.02. The party so desiring to negotiate a new Agreement shall specifically inform, in writing, the other party regarding any change to be sought in such negotiations.

37.03. In the event any such negotiations have not been completed by June 30, 2022, all of the terms of this Agreement shall be extended until such time as a successor Agreement has been agreed to and executed by representatives of the parties hereto, and no new benefits so negotiated will be retroactive unless agreed to by the City.

Article 38
SEXUAL HARASSMENT POLICY

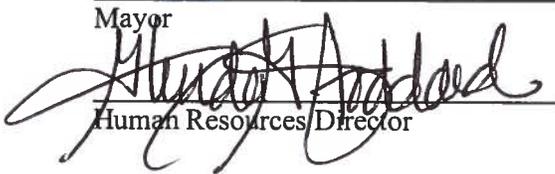
38.01. The parties agree to incorporate and make part of this Agreement the City's Equal Employment Opportunity, Anti-Discrimination and Harassment Policy (including Sexual Harassment), a copy of which is attached as Appendix F. The parties agree that the attached policy does not modify or alter the just cause standard for discipline outlined in Article 25 of this CBA and that they retain the right to the grievance procedures of the CBA as provided in Article 5 and, with respect to probationary employees, limited to Article 23. The parties further understand and agree that in addition to placing employees on notice of the non-harassment and non-discriminatory expectations for their conduct, the policy is also meant to outline the rights of employees who believe they may be subject to prohibited discrimination or harassment in the workplace. Accordingly, should an employee believe they are being harassed or discriminated against under this policy – whether it be by another employee of the City, an Officer or elected Official of the City, a vendor or third party – they may file a complaint as outlined in the policy.

In witness whereof the parties to the contract have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, as of the date first above their written.

FOR THE CITY OF NORTHAMPTON:



Mayor


Human Resources Director

FOR THE NAPEA ASSOCIATION:



NAPEA President


NAPEA Vice President

Appendix A

Grades and Positions After Negotiations
NAPEA members only on this list

As of 1/1/19 implementation

Grade	Titles	Minimum	Maximum
K	Assessor	\$38.23	\$50.16
	Building Commissioner		
	City Engineer		
	Director - Health		
	Director - Parks and Recreation		
	Director - Planning and Sustainability		
	Superintendent - DPW - Forestry, Parks & Cemeteries		
	Superintendent - DPW - Streets		
	Superintendent - DPW - Waste Water		
Superintendent - DPW - Water			
J	Chief Distribution Operator	\$30.58	\$40.10
	Chief Operator - Waste Water Treatment		
	Chief Operator - Water Treatment		
	Assistant Director - Planning & Sustainability		
	Director - Dispatch		
	Director - Senior Services		
	Director - Veterans Services		
Senior Civil Engineer			
I	Assistant Auditor*	\$27.80	\$36.50
	Assistant Building Commissioner		
	Assistant Director - Parks and Recreation		
	Assistant Director - Senior Services		
	Assistant for Collections and Parking Enforcement		
	Assistant Treasurer		
	Deputy Assessor		
	Community Development Planner		
	GIS Coordinator		
	GIS Coordinator		
	Public Health Nurse		
	Social Worker		
	Staff Civil Engineer		
	Staff Civil Engineer		
	Staff Civil Engineer		
Staff Civil Engineer			

H	Administrative Manager - DPW Electrician Energy Officer Financial Administrator - DPW Inspector - Electrical Inspector - Local Building Inspector - Plumbing and Gas Planner Senior Environmental Scientist Stormwater Manager	\$26.48	\$34.76
G	Assistant City Clerk Grant Administrator Inspector - Health Inspector - Health Records Supervisor Recreation Supervisor Recreation Supervisor Recreation Supervisor/Aquatics Supervisor Stormwater Administrator	\$24.07	\$31.58
F	Cross Connection Coordinator Sealer of Weights and Measures	\$21.88	\$28.70
E	Veterans Services Investigator	\$19.03	\$24.98
	Program Coordinator		
D	Media and Marketing Coordinator	\$17.30	\$22.69

* Assistant Auditor -This position remains within NAPEA for so long as AnnMarie Baron remains employed as the City's Assistant Auditor. The parties further recognize and agree that the position of Assistant Auditor shall otherwise remain excluded from the bargaining unit.

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CITY OF NORTHAMPTON, MA - LIVE
SALARY TABLES

P 2
pmgrstep

EFF. DATE GROUP/BU GRADE/ RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS DAY HRS/ PERIOD HRS/ PERIOD DAYS/ PERIOD YEAR DAYS/ YEAR USE PCT

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD	DAYS/ YEAR	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00	8.00	80.00	10.00	2080.00	260.00
01	0.0000	16.0446	128.3570	1,283.57	33,372.82					
02	0.0000	16.4424	131.5390	1,315.39	34,200.14					
03	0.0000	16.8504	134.8030	1,348.03	35,048.78					
04	0.0000	17.2686	138.1490	1,381.49	35,918.74					
05	0.0000	17.6970	141.5760	1,415.76	36,809.76					
06	0.0000	18.1356	145.0850	1,450.85	37,722.10					
07	0.0000	18.5844	148.6750	1,486.75	38,655.50					
08	0.0000	19.0536	152.4290	1,524.29	39,631.54					
09	0.0000	19.5330	156.2640	1,562.64	40,628.64					
10	0.0000	20.0226	160.1810	1,601.81	41,647.06					
11	0.0000	20.5224	164.1790	1,641.79	42,686.54					
12	0.0000	21.0324	168.2590	1,682.59	43,747.34					

Change was made by 2.0000%
No Dollar amount used.

07/01/2019 CNAP CITY NAPEA D GRADE D H HOURLY B BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00 N
Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD	DAYS/ YEAR	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00	8.00	80.00	10.00	2080.00	260.00
01	0.0000	17.6460	141.1680	1,411.68	36,703.68					
02	0.0000	18.0846	144.6770	1,446.77	37,616.02					
03	0.0000	18.5334	148.2670	1,482.67	38,549.42					
04	0.0000	18.9924	151.9390	1,519.39	39,504.14					
05	0.0000	19.4718	155.7740	1,557.74	40,501.24					
06	0.0000	19.9614	159.6910	1,596.91	41,519.66					
07	0.0000	20.4612	163.6900	1,636.90	42,559.40					
08	0.0000	20.9712	167.7700	1,677.70	43,620.20					
09	0.0000	21.4914	171.9310	1,719.31	44,702.06					
10	0.0000	22.0320	176.2560	1,762.56	45,826.56					
11	0.0000	22.5828	180.6620	1,806.62	46,972.12					
12	0.0000	23.1438	185.1500	1,851.50	48,139.00					

07/01/2019 CNAP CITY NAPEA E
Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	FREQUENCY	CALC	PERIODS DAY	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
				B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
		HOURLY RATE	DAILY RATE		PERIOD SALARY	ANNUAL SALARY						
00	0.0000	0.0000	0.0000		0.00	0.00						
01	0.0000	19.4106	155.2850		1,552.85	40,374.10						
02	0.0000	19.9002	159.2020		1,592.02	41,392.52						
03	0.0000	20.4000	163.2000		1,632.00	42,432.00						
04	0.0000	20.9100	167.2800		1,672.80	43,492.80						
05	0.0000	21.4302	171.4420		1,714.42	44,574.92						
06	0.0000	21.9708	175.7660		1,757.66	45,699.16						
07	0.0000	22.5216	180.1730		1,801.73	46,844.98						
08	0.0000	23.0826	184.6610		1,846.61	48,011.86						
09	0.0000	23.6640	189.3120		1,893.12	49,221.12						
10	0.0000	24.2556	194.0450		1,940.45	50,451.70						
11	0.0000	24.8574	198.8590		1,988.59	51,703.34						
12	0.0000	25.4796	203.8370		2,038.37	52,997.62						

07/01/2019 CNAP CITY NAPEA F
Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	FREQUENCY	CALC	PERIODS DAY	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
				B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
		HOURLY RATE	DAILY RATE		PERIOD SALARY	ANNUAL SALARY						
00	0.0000	0.0000	0.0000		0.00	0.00						
01	0.0000	22.3176	178.5410		1,785.41	46,420.66						
02	0.0000	22.8786	183.0290		1,830.29	47,587.54						
03	0.0000	23.4498	187.5980		1,875.98	48,775.48						
04	0.0000	24.0312	192.2500		1,922.50	49,985.00						
05	0.0000	24.6330	197.0640		1,970.64	51,236.64						
06	0.0000	25.2450	201.9600		2,019.60	52,509.60						
07	0.0000	25.8774	207.0190		2,070.19	53,824.94						
08	0.0000	26.5200	212.1600		2,121.60	55,161.60						
09	0.0000	27.1830	217.4640		2,174.64	56,540.64						
10	0.0000	27.8664	222.9310		2,229.31	57,962.06						
11	0.0000	28.5600	228.4800		2,284.80	59,404.80						
12	0.0000	29.2740	234.1920		2,341.92	60,889.92						

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD DAY	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ YEAR	USE PCT	
07/01/2019	CNAP CITY NAPEA G	GRADE G		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
		PERCENT	HOURLY RATE	DAILY RATE	B BIWEEKLY	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY					
STEP/LEVEL													
00		0.0000	0.0000	0.0000		0.00		0.00					
01		0.0000	24.5514	196.4110		1,964.11		51,066.86					
02		0.0000	25.1634	201.3070		2,013.07		52,339.82					
03		0.0000	25.7958	206.3660		2,063.66		53,655.16					
04		0.0000	26.4384	211.5070		2,115.07		54,991.82					
05		0.0000	27.1014	216.8110		2,168.11		56,370.86					
06		0.0000	27.7746	222.1970		2,221.97		57,771.22					
07		0.0000	28.4682	227.7460		2,277.46		59,213.96					
08		0.0000	29.1822	233.4580		2,334.58		60,699.08					
09		0.0000	29.9166	239.3330		2,393.33		62,226.58					
10		0.0000	30.6612	245.2900		2,452.90		63,775.40					
11		0.0000	31.4262	251.4100		2,514.10		65,366.60					
12		0.0000	32.2116	257.6930		2,576.93		67,000.18					

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD DAY	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ YEAR	USE PCT	
07/01/2019	CNAP CITY NAPEA H	GRADE H		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
		PERCENT	HOURLY RATE	DAILY RATE	B BIWEEKLY	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY					
STEP/LEVEL													
00		0.0000	0.0000	0.0000		0.00		0.00					
01		0.0000	27.0096	216.0770		2,160.77		56,180.02					
02		0.0000	27.6828	221.4620		2,214.62		57,580.12					
03		0.0000	28.3764	227.0110		2,270.11		59,022.86					
04		0.0000	29.0904	232.7230		2,327.23		60,507.98					
05		0.0000	29.8146	238.5170		2,385.17		62,014.42					
06		0.0000	30.5592	244.4740		2,444.74		63,563.24					
07		0.0000	31.3242	250.5940		2,505.94		65,154.44					
08		0.0000	32.1096	256.8770		2,568.77		66,788.02					
09		0.0000	32.9154	263.3230		2,633.23		68,463.98					
10		0.0000	33.7416	269.9330		2,699.33		70,182.58					
11		0.0000	34.5882	276.7060		2,767.06		71,943.56					
12		0.0000	35.4552	283.6420		2,836.42		73,746.92					

07/01/2019
Change was made by 2.0000%
No Dollar amount used.

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ YEAR	PERCENT	ANNUAL SALARY
07/01/2020	CNAP CITY NAPEA E	GRADE E		H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	2.0000%	260.00
Change was made by 2.0000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	PERCENT	ANNUAL SALARY				
00	0.0000	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.00
01	0.0000	19.7988	158.3900	158.3900	1,583.90	1,583.90	41,181.40	41,181.40	41,181.40	41,181.40	0.0000	41,181.40
02	0.0000	20.2982	162.3860	162.3860	1,623.86	1,623.86	42,220.36	42,220.36	42,220.36	42,220.36	0.0000	42,220.36
03	0.0000	20.8080	166.4640	166.4640	1,664.64	1,664.64	43,280.64	43,280.64	43,280.64	43,280.64	0.0000	43,280.64
04	0.0000	21.3282	170.6260	170.6260	1,706.26	1,706.26	44,362.76	44,362.76	44,362.76	44,362.76	0.0000	44,362.76
05	0.0000	21.8588	174.8700	174.8700	1,748.70	1,748.70	45,466.20	45,466.20	45,466.20	45,466.20	0.0000	45,466.20
06	0.0000	22.4102	179.2820	179.2820	1,792.82	1,792.82	46,613.32	46,613.32	46,613.32	46,613.32	0.0000	46,613.32
07	0.0000	22.9720	183.7760	183.7760	1,837.76	1,837.76	47,811.76	47,811.76	47,811.76	47,811.76	0.0000	47,811.76
08	0.0000	23.5443	188.3540	188.3540	1,883.54	1,883.54	48,972.04	48,972.04	48,972.04	48,972.04	0.0000	48,972.04
09	0.0000	24.1373	193.0980	193.0980	1,930.98	1,930.98	50,205.48	50,205.48	50,205.48	50,205.48	0.0000	50,205.48
10	0.0000	24.7407	197.9260	197.9260	1,979.26	1,979.26	51,460.76	51,460.76	51,460.76	51,460.76	0.0000	51,460.76
11	0.0000	25.3545	202.8360	202.8360	2,028.36	2,028.36	52,737.36	52,737.36	52,737.36	52,737.36	0.0000	52,737.36
12	0.0000	25.9892	207.9140	207.9140	2,079.14	2,079.14	54,057.64	54,057.64	54,057.64	54,057.64	0.0000	54,057.64

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ YEAR	PERCENT	ANNUAL SALARY
07/01/2020	CNAP CITY NAPEA F	GRADE F		H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	2.0000%	260.00
Change was made by 2.0000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	PERCENT	ANNUAL SALARY				
00	0.0000	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.00
01	0.0000	22.7640	182.1120	182.1120	1,821.12	1,821.12	47,349.12	47,349.12	47,349.12	47,349.12	0.0000	47,349.12
02	0.0000	23.3362	186.6900	186.6900	1,866.90	1,866.90	48,539.40	48,539.40	48,539.40	48,539.40	0.0000	48,539.40
03	0.0000	23.9188	191.3500	191.3500	1,913.50	1,913.50	49,751.00	49,751.00	49,751.00	49,751.00	0.0000	49,751.00
04	0.0000	24.5118	196.0940	196.0940	1,960.94	1,960.94	50,984.44	50,984.44	50,984.44	50,984.44	0.0000	50,984.44
05	0.0000	25.1257	201.0060	201.0060	2,010.06	2,010.06	52,261.56	52,261.56	52,261.56	52,261.56	0.0000	52,261.56
06	0.0000	25.7499	205.9990	205.9990	2,059.99	2,059.99	53,559.74	53,559.74	53,559.74	53,559.74	0.0000	53,559.74
07	0.0000	26.3949	211.1590	211.1590	2,111.59	2,111.59	54,901.34	54,901.34	54,901.34	54,901.34	0.0000	54,901.34
08	0.0000	27.0504	216.4030	216.4030	2,164.03	2,164.03	56,264.78	56,264.78	56,264.78	56,264.78	0.0000	56,264.78
09	0.0000	27.7267	221.8140	221.8140	2,218.14	2,218.14	57,671.64	57,671.64	57,671.64	57,671.64	0.0000	57,671.64
10	0.0000	28.4237	227.3900	227.3900	2,273.90	2,273.90	59,121.40	59,121.40	59,121.40	59,121.40	0.0000	59,121.40
11	0.0000	29.1312	233.0500	233.0500	2,330.50	2,330.50	60,593.00	60,593.00	60,593.00	60,593.00	0.0000	60,593.00
12	0.0000	29.8595	238.8760	238.8760	2,388.76	2,388.76	62,107.76	62,107.76	62,107.76	62,107.76	0.0000	62,107.76

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1281gsto SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/PERIOD DAY	DAYS/PERIOD YEAR	HRS/PERIOD YEAR	DAYS/PERIOD YEAR	USE PCT
07/01/2020	CNAP CITY NAPEA G	GRADE G		H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
Change was made by 2.0000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	0.0000	0.0000	0.00	0.00							
01	0.0000	25.0424	200.3390	2,003.39	52,088.14							
02	0.0000	25.6667	205.3340	2,053.34	53,386.84							
03	0.0000	26.3117	210.4940	2,104.94	54,728.44							
04	0.0000	26.9672	215.7380	2,157.38	56,091.88							
05	0.0000	27.6434	221.1470	2,211.47	57,498.22							
06	0.0000	28.3301	226.6410	2,266.41	58,926.66							
07	0.0000	29.0376	232.3010	2,323.01	60,398.26							
08	0.0000	29.7658	238.1260	2,381.26	61,912.76							
09	0.0000	30.5149	244.1190	2,441.19	63,470.94							
10	0.0000	31.2744	250.1950	2,501.95	65,050.70							
11	0.0000	32.0547	256.4380	2,564.38	66,673.88							
12	0.0000	32.8558	262.8460	2,628.46	68,339.96							

07/01/2020 CNAP CITY NAPEA H
Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	0.0000	0.0000	0.00	0.00							
01	0.0000	27.5498	220.3980	2,203.98	57,303.48							
02	0.0000	28.2365	225.8920	2,258.92	58,731.92							
03	0.0000	28.9439	231.5510	2,315.51	60,203.26							
04	0.0000	29.6722	237.3780	2,373.78	61,718.28							
05	0.0000	30.4109	243.2870	2,432.87	63,254.62							
06	0.0000	31.1704	249.3630	2,493.63	64,834.38							
07	0.0000	31.9507	255.6060	2,556.06	66,457.56							
08	0.0000	32.7518	262.0140	2,620.14	68,123.64							
09	0.0000	33.5737	268.5900	2,685.90	69,833.40							
10	0.0000	34.4164	275.3310	2,753.31	71,586.06							
11	0.0000	35.2800	282.2400	2,822.40	73,382.40							
12	0.0000	36.1643	289.3140	2,893.14	75,221.64							

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	FREQUENCY	CALC PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	USE PCT
00	0.0000	0.0000	0.0000	B BIWEEKLY	02 26.0000	8.00	10.00	2080.00	N
01	0.0000	28.9231	231.3850					60,160.10	
02	0.0000	29.6514	237.2110					61,674.86	
03	0.0000	30.3901	243.1210					63,211.46	
04	0.0000	31.1496	249.1970					64,791.22	
05	0.0000	31.9299	255.4390					66,414.14	
06	0.0000	32.7310	261.8480					68,080.48	
07	0.0000	33.5529	268.4230					69,789.98	
08	0.0000	34.3956	275.1650					71,542.90	
09	0.0000	35.2592	282.0740					73,339.24	
10	0.0000	36.1435	289.1480					75,178.48	
11	0.0000	37.0486	296.3890					77,061.14	
12	0.0000	37.9746	303.7970					78,987.22	

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	FREQUENCY	CALC PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	USE PCT
00	0.0000	0.0000	0.0000	B BIWEEKLY	02 26.0000	8.00	10.00	2080.00	N
01	0.0000	31.8154	254.5230					66,175.98	
02	0.0000	32.6061	260.8490					67,820.74	
03	0.0000	33.4176	267.3410					69,508.66	
04	0.0000	34.2500	274.0000					71,240.00	
05	0.0000	35.1031	280.8250					73,014.50	
06	0.0000	35.9770	287.8160					74,832.16	
07	0.0000	36.8718	294.9740					76,693.24	
08	0.0000	37.7977	302.3820					78,619.32	
09	0.0000	38.7445	309.9560					80,588.56	
10	0.0000	39.7121	317.6970					82,601.22	
11	0.0000	40.7004	325.6030					84,656.78	
12	0.0000	41.7200	333.7600					86,777.60	

07/01/2020 CNAP CITY NAPEA K
Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
00	0.0000	0.0000	0.0000	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
01	0.0000	39.7745	318.1960						82,730.96		
02	0.0000	40.7733	326.1860						84,808.36		
03	0.0000	41.7929	334.3430						86,929.18		
04	0.0000	42.8333	342.6660						89,093.16		
05	0.0000	43.9049	351.2390						91,322.14		
06	0.0000	45.0077	360.0620						93,616.12		
07	0.0000	46.1313	369.0500						95,953.00		
08	0.0000	47.2862	378.2900						98,355.40		
09	0.0000	48.4722	387.7780						100,822.28		
10	0.0000	49.6791	397.4330						103,332.58		
11	0.0000	50.9172	407.3380						105,907.88		
12	0.0000	52.1865	417.4920						108,547.92		

07/01/2020 CNAP CITY NAPEA L
Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
00	0.0000	0.0000	0.0000	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
01	0.0000	47.7336	381.8690						99,285.94		
02	0.0000	48.9300	391.4400						101,774.40		
03	0.0000	50.1577	401.2620						104,328.12		
04	0.0000	51.4166	411.3330						106,946.58		
05	0.0000	52.7067	421.6540						109,630.04		
06	0.0000	54.0280	432.2240						112,378.24		
07	0.0000	55.3805	443.0440						115,191.44		
08	0.0000	56.7642	454.1140						118,069.64		
09	0.0000	58.1792	465.4340						121,012.84		
10	0.0000	59.6357	477.0860						124,042.36		
11	0.0000	61.1235	488.9880						127,136.88		
12	0.0000	62.6529	501.2230						130,317.98		

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ YEAR	USE PCT	
07/01/2021	CNAP CITY NAPEA A	GRADE A		H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
		PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY						
STEP/LEVEL												
00		0.0000	0.0000	0.0000	0.00	0.00		0.00				
01		0.0000	13.7957	110.3660	1,103.66	28,695.16		28,695.16				
02		0.0000	14.1459	113.1670	1,131.67	29,423.42		29,423.42				
03		0.0000	14.4961	115.9690	1,159.69	30,151.94		30,151.94				
04		0.0000	14.8569	118.8550	1,188.55	30,902.30		30,902.30				
05		0.0000	15.2283	121.8260	1,218.26	31,674.76		31,674.76				
06		0.0000	15.6104	124.8830	1,248.83	32,469.58		32,469.58				
07		0.0000	16.0030	128.0240	1,280.24	33,286.24		33,286.24				
08		0.0000	16.4063	131.2500	1,312.50	34,125.00		34,125.00				
09		0.0000	16.8201	134.5610	1,345.61	34,985.86		34,985.86				
10		0.0000	17.2446	137.9570	1,379.57	35,868.82		35,868.82				
11		0.0000	17.6798	141.4380	1,414.38	36,773.88		36,773.88				
12		0.0000	18.1254	145.0030	1,450.03	37,700.78		37,700.78				

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD YEAR	HRS/ YEAR	USE PCT	
07/01/2021	CNAP CITY NAPEA B	GRADE B		H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
		PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY						
STEP/LEVEL												
00		0.0000	0.0000	0.0000	0.00	0.00		0.00				
01		0.0000	15.1753	121.4020	1,214.02	31,564.52		31,564.52				
02		0.0000	15.5573	124.4580	1,244.58	32,359.08		32,359.08				
03		0.0000	15.9499	127.5990	1,275.99	33,175.74		33,175.74				
04		0.0000	16.3533	130.8260	1,308.26	34,014.76		34,014.76				
05		0.0000	16.7671	134.1370	1,341.37	34,875.62		34,875.62				
06		0.0000	17.1916	137.5330	1,375.33	35,758.58		35,758.58				
07		0.0000	17.6266	141.0130	1,410.13	36,663.38		36,663.38				
08		0.0000	18.0724	144.5790	1,445.79	37,590.54		37,590.54				
09		0.0000	18.5287	148.2300	1,482.30	38,539.80		38,539.80				
10		0.0000	18.9957	151.9660	1,519.66	39,511.16		39,511.16				
11		0.0000	19.4731	155.7850	1,557.85	40,504.10		40,504.10				
12		0.0000	19.9613	159.6900	1,596.90	41,519.40		41,519.40				

Change was made by 2.0000%
NO Dollar amount used.

01/08/2020 09:16
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CITY OF NORTHAMPTON, MA - LIVE
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EFF. DATE GROUP/BU GRADE/RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS DAY HRS/ DAY HRS/ PERIOD DAYS/ PERIOD HRS/ YEAR DAYS/ YEAR USE PCT

07/01/2021 CNAP CITY NAPEA C GRADE C H HOURLY B BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00 N

Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	16.6928	133.5420	1,335.42	34,720.92
02	0.0000	17.1066	136.8530	1,368.53	35,581.78
03	0.0000	17.5311	140.2490	1,402.49	36,464.74
04	0.0000	17.9663	143.7300	1,437.30	37,369.80
05	0.0000	18.4119	147.2950	1,472.95	38,296.70
06	0.0000	18.8683	150.9460	1,509.46	39,245.96
07	0.0000	19.3352	154.6820	1,546.82	40,217.32
08	0.0000	19.8234	158.5870	1,585.87	41,232.62
09	0.0000	20.3222	162.5780	1,625.78	42,270.28
10	0.0000	20.8316	166.6530	1,666.53	43,329.78
11	0.0000	21.3515	170.8120	1,708.12	44,411.12
12	0.0000	21.8821	175.0570	1,750.57	45,514.82

07/01/2021 CNAP CITY NAPEA D GRADE D H HOURLY B BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00 N

Change was made by 2.0000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	18.3589	146.8710	1,468.71	38,186.46
02	0.0000	18.8152	150.5220	1,505.22	39,135.72
03	0.0000	19.2822	154.2580	1,542.58	40,107.08
04	0.0000	19.7596	158.0770	1,580.77	41,100.02
05	0.0000	20.2584	162.0670	1,620.67	42,137.42
06	0.0000	20.7678	166.1420	1,661.42	43,196.92
07	0.0000	21.2878	170.3020	1,703.02	44,278.52
08	0.0000	21.8184	174.5470	1,745.47	45,382.22
09	0.0000	22.3596	178.8770	1,788.77	46,508.02
10	0.0000	22.9221	183.3770	1,833.77	47,678.02
11	0.0000	23.4952	187.9620	1,879.62	48,870.12
12	0.0000	24.0788	192.6300	1,926.30	50,083.80

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1281gsto SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/DAY	HRS/PERIOD	DAYS/PERIOD YEAR	HRS/PERIOD YEAR	DAYS/PERIOD YEAR	USE PCT
07/01/2021	CNAP CITY NAPEA E	GRADE E		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	20.1948	161.5580	1,615.58	42,005.08								
02	0.0000	20.7042	165.6340	1,656.34	43,064.84								
03	0.0000	21.2242	169.7940	1,697.94	44,146.44								
04	0.0000	21.7548	174.0380	1,740.38	45,249.88								
05	0.0000	22.2960	178.3680	1,783.68	46,375.68								
06	0.0000	22.8584	182.8670	1,828.67	47,545.42								
07	0.0000	23.4314	187.4510	1,874.51	48,737.26								
08	0.0000	24.0152	192.1220	1,921.22	49,951.72								
09	0.0000	24.6200	196.9600	1,969.60	51,209.60								
10	0.0000	25.2355	201.8840	2,018.84	52,489.84								
11	0.0000	25.8616	206.8930	2,068.93	53,792.18								
12	0.0000	26.5090	212.0720	2,120.72	55,138.72								

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/DAY	HRS/PERIOD	DAYS/PERIOD YEAR	HRS/PERIOD YEAR	DAYS/PERIOD YEAR	USE PCT
07/01/2021	CNAP CITY NAPEA F	GRADE F		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	23.2193	185.7540	1,857.54	48,296.04								
02	0.0000	23.8029	190.4230	1,904.23	49,509.98								
03	0.0000	24.3972	195.1780	1,951.78	50,746.28								
04	0.0000	25.0020	200.0160	2,000.16	52,004.16								
05	0.0000	25.6282	205.0260	2,050.26	53,306.76								
06	0.0000	26.2649	210.1190	2,101.19	54,630.94								
07	0.0000	26.9228	215.3820	2,153.82	55,999.32								
08	0.0000	27.5914	220.7310	2,207.31	57,390.06								
09	0.0000	28.2812	226.2500	2,262.50	58,825.00								
10	0.0000	28.9922	231.9380	2,319.38	60,303.88								
11	0.0000	29.7138	237.7100	2,377.10	61,804.60								
12	0.0000	30.4567	243.6540	2,436.54	63,350.04								

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2021	CNAP CITY NAPEA G	GRADE G		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	25.5432	204.3460	2,043.46	53,129.96								
02	0.0000	26.1800	209.4400	2,094.40	54,454.40								
03	0.0000	26.8379	214.7030	2,147.03	55,822.78								
04	0.0000	27.5065	220.0520	2,200.52	57,213.52								
05	0.0000	28.1963	225.5700	2,255.70	58,648.20								
06	0.0000	28.8967	231.1740	2,311.74	60,105.24								
07	0.0000	29.6184	236.9470	2,369.47	61,606.22								
08	0.0000	30.3611	242.8890	2,428.89	63,151.14								
09	0.0000	31.1252	249.0020	2,490.02	64,740.52								
10	0.0000	31.8999	255.1990	2,551.99	66,351.74								
11	0.0000	32.6958	261.5660	2,615.66	68,007.16								
12	0.0000	33.5129	268.1030	2,681.03	69,706.78								

EFF. DATE	GROUP/BU	GRADE/H	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2021	CNAP CITY NAPEA H	GRADE H		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000%													
No Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	28.1008	224.8060	2,248.06	58,449.56								
02	0.0000	28.8012	230.4100	2,304.10	59,506.60								
03	0.0000	29.5228	236.1820	2,361.82	61,407.32								
04	0.0000	30.2656	242.1250	2,421.25	62,952.50								
05	0.0000	31.0191	248.1530	2,481.53	64,519.78								
06	0.0000	31.7938	254.3500	2,543.50	66,131.00								
07	0.0000	32.5897	260.7180	2,607.18	67,786.68								
08	0.0000	33.4068	267.2540	2,672.54	69,486.04								
09	0.0000	34.2452	273.9620	2,739.62	71,230.12								
10	0.0000	35.1047	280.8380	2,808.38	73,017.88								
11	0.0000	35.9856	287.8850	2,878.85	74,850.10								
12	0.0000	36.8876	295.1010	2,951.01	76,726.26								

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2021	CNAP CITY NAPEA I	GRADE I		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
		PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY					
		0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00					
	00	0.0000	29.5016	236.0130	2,360.13	2,360.13	61,363.38						
	01	0.0000	30.2444	241.9550	2,419.55	2,419.55	62,908.30						
	02	0.0000	30.9979	247.9830	2,479.83	2,479.83	64,475.58						
	03	0.0000	31.7726	254.1810	2,541.81	2,541.81	66,087.06						
	04	0.0000	32.5685	260.5480	2,605.48	2,605.48	67,742.48						
	05	0.0000	33.3856	267.0850	2,670.85	2,670.85	69,442.10						
	06	0.0000	34.2240	273.7920	2,737.92	2,737.92	71,185.92						
	07	0.0000	35.0835	280.6680	2,806.68	2,806.68	72,973.68						
	08	0.0000	35.9644	287.7150	2,877.15	2,877.15	74,805.90						
	09	0.0000	36.8664	294.9310	2,949.31	2,949.31	76,682.06						
	10	0.0000	37.7896	302.3170	3,023.17	3,023.17	78,602.42						
	11	0.0000	38.7341	309.8730	3,098.73	3,098.73	80,566.98						
	12	0.0000											

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2021	CNAP CITY NAPEA J	GRADE J		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
		PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY					
		0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00					
	00	0.0000	32.4517	259.6140	2,596.14	2,596.14	67,499.64						
	01	0.0000	33.2582	266.0660	2,660.66	2,660.66	69,177.16						
	02	0.0000	34.0860	272.6880	2,726.88	2,726.88	70,898.88						
	03	0.0000	34.9350	279.4800	2,794.80	2,794.80	72,664.80						
	04	0.0000	35.8052	286.4420	2,864.42	2,864.42	74,474.92						
	05	0.0000	36.6965	293.5720	2,935.72	2,935.72	76,328.72						
	06	0.0000	37.6092	300.8740	3,008.74	3,008.74	78,227.24						
	07	0.0000	38.5537	308.4300	3,084.30	3,084.30	80,191.80						
	08	0.0000	39.5194	316.1550	3,161.55	3,161.55	82,200.30						
	09	0.0000	40.5063	324.0500	3,240.50	3,240.50	84,253.00						
	10	0.0000	41.5144	332.1150	3,321.15	3,321.15	86,349.90						
	11	0.0000	42.5544	340.4350	3,404.35	3,404.35	88,513.10						
	12	0.0000											

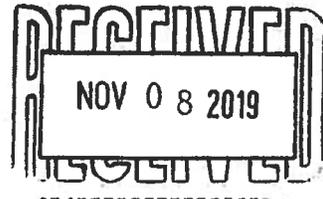
07/01/2021 CNAP CITY NAPEA J
Change was made by 2.0000%
No Dollar amount used.

01/08/2020 09:16 CITY OF NORTHAMPTON, MA - LIVE 1281gsto SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	USE PCT
07/01/2021	CNAP CITY NAPEA K	GRADE K		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	N
Change was made by 2.0000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	0.0000	0.0000	0.00	0.00							
01	0.0000	40.5700	324.5600	3,245.60	84,385.60							
02	0.0000	41.5888	332.7100	3,327.10	86,504.60							
03	0.0000	42.6288	341.0300	3,410.30	88,667.80							
04	0.0000	43.6900	349.5200	3,495.20	90,875.20							
05	0.0000	44.7830	358.2640	3,582.64	93,148.64							
06	0.0000	45.9079	367.2630	3,672.63	95,488.38							
07	0.0000	47.0539	376.4310	3,764.31	97,872.06							
08	0.0000	48.2319	385.8550	3,858.55	100,322.30							
09	0.0000	49.4416	395.5330	3,955.33	102,838.58							
10	0.0000	50.6727	405.3820	4,053.82	105,399.32							
11	0.0000	51.9355	415.4840	4,154.84	108,025.84							
12	0.0000	53.2302	425.8420	4,258.42	110,718.92							

EFF. DATE	GROUP/BU	GRADE L	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	USE PCT
07/01/2021	CNAP CITY NAPEA L	GRADE L		H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	N
Change was made by 2.0000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	0.0000	0.0000	0.00	0.00							
01	0.0000	48.6883	389.5060	3,895.06	101,271.56							
02	0.0000	49.9086	399.2690	3,992.69	103,809.94							
03	0.0000	51.1609	409.2870	4,092.87	106,414.62							
04	0.0000	52.4449	419.5590	4,195.59	109,085.34							
05	0.0000	53.7608	430.0860	4,300.86	111,822.36							
06	0.0000	55.1086	440.8690	4,408.69	114,625.94							
07	0.0000	56.4881	451.9050	4,519.05	117,495.30							
08	0.0000	57.8995	463.1960	4,631.96	120,430.96							
09	0.0000	59.3428	474.7420	4,747.42	123,432.92							
10	0.0000	60.8284	486.6270	4,866.27	126,523.02							
11	0.0000	62.3460	498.7680	4,987.68	129,679.68							
12	0.0000	63.9060	511.2480	5,112.48	132,924.48							

** END OF REPORT - Generated by Glenda Stoddard **



City of Northampton and NAPEA
Memorandum of Agreement
November 4, 2019

The above-referenced Parties, agree to the following:

Add the following positions to Article 13 Safety/Steel Toe Boots:

Chief WWTP Operator

Chief WTP Operator

Water Cross Connection Control

GIS Coordinator

Agreed to on this 8th day in November 2019:

For NAPEA

Am-Mari Maggio
Cynthia Miller
AnnMarie Baron
Louis Belmont

For the City of Northampton

[Signature]
Hayden J. Fiddick

Appendix D: Sick Time Buyout Grandfathering

In the August 17, 2007 memorandum of Understanding (MOU) the City has agreed to both grandfather the following employee: Wayne Feiden and to freeze the maximum payout of the following employees at the dollar amount of their accumulated sick leave on the date of execution of this agreement: Ann Marie Baron, David Sparks and James Thompson. There is a letter from the City and in Ann Marie Baron's personnel file indicating that the freezing of Ms. Baron's maximum payout amount shall survive her removal from the NAPEA bargaining unit.

In the January 18, 2011 MOU the City agreed to grant grandfathering rights to Richard Parasiliti relative to the City wide sick leave buy back cap.

EMPNO	LNAME	FNAME	LOC	LOCDESC	HDATE	MAX
289	SARAFIN	JOAN	6	ASSESSORS	3/27/1973	Not subject to payout cap
900	MOGGIO	ANN-MARIE	64	RECREATION DEPT	6/9/1985	Not subject to payout cap
1401	FEIDEN	WAYNE	16	PLANNING & DEV	11/14/1988	Not subject to payout cap
3343	FREY	JOHN	18	BUILDING INSPEC	10/13/1998	\$ 5,500.00
3373	MICHNA	SHELBY	64	RECREATION DEPT	4/13/1999	\$ 5,500.00
3454	MISCH	CAROLYN	16	PLANNING & DEV	2/14/2000	\$ 5,500.00
3483	THOMPSON	JAMES	16	PLANNING & DEV	7/14/2000	\$ 6,702.30
1218	MCDONALD	DOUGLAS	35	DPW ENGINEERING	10/29/2002	\$ 5,500.00
1811	HARVEY	FELIX	35	DPW ENGINEERING	1/20/2004	\$ 5,500.00
1838	CONNOR	STEVEN	10	VETERANS SERVIC	2/2/2004	\$ 5,500.00
2321	HASBROUCK	LOUIS	18	BUILDING INSPEC	9/19/2005	\$ 5,500.00

City of Northampton, Massachusetts
Human Resources Department

Effective Date: 4/27/94

Updated: 03/2009

FAMILY AND MEDICAL LEAVES OF ABSENCE

POLICY

It is the policy of the City of Northampton to comply with the provisions of the Federal Family and Medical Leave Act and the Massachusetts Maternity Leave Act. These laws entitle eligible employees to take unpaid, job-protected leave for specified family and medical reasons. The City has the right to designate a leave as a qualified FMLA leave, whether the employee actually requested a leave or not, when it appears that the reason for the leave fits the FMLA definitions.

DEFINITIONS FOR FMLA

Eligible Employee: To be eligible for FMLA, an employee must have worked for the City for at least one year (consecutive or non-consecutive) and have worked 1,250 hours (this is actual hours worked and does not include paid time off like vacations and sick time) over the 12 months prior to the commencement of the leave.

Covered Family Member: Employee's lawful spouse, child or parent.*

Child: A child under 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's child is one for whom the employee has responsibility for the actual day-to-day care and includes a biological, adopted, foster or stepchild.*

The 12 Month Period: The eligible period for leave shall be measured by rolling backward from the date an employee uses any FMLA leave. *

*The definition of "covered family member", "child" and "12-month period" are different for Qualifying Event #6.

Qualifying Events - The law provides for six circumstances under which an eligible employee is entitled to unpaid, job-protected leave from work:

- 1) Birth of a child of the employee and to care for the child;
- 2) Placement of a child with the employee for adoption or foster care;
- 3) The employee is needed to care for a covered family member with a serious health condition;
- 4) The employee's own a serious health condition that makes the employee unable to perform the functions of his/her position;

5) A qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (note: this leave entitlement does not extend to family members of the Regular Armed Forces on active duty status), or

6.) To care for a covered service member with a serious injury or illness. Eligible employees, who are the spouse, son, daughter, parent or next of kin, are entitled to a special leave entitlement of up to 26 weeks to care for a covered service member during a single 12-month period.

Limitation - Entitlement to leave for the birth or placement of a child (1) and (2) above, expires at the end of the 12-month period beginning on the date of such birth or placement.

Under Federal law, if both spouses work for the same employer they are entitled (if otherwise eligible) to an aggregate of 12 workweeks for leave during any 12-month period. The rule applies only if the leave is for the birth or placement of a son or daughter, or to care for a sick parent. In addition, this rule only applies if the couple is married. 29 U.S.C. § 2612.

Service Member Family Leave - The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period described in this paragraph, an eligible employee shall be entitled to a combined total of 26 workweeks of leave under any Qualifying Event.

Serious Health Condition - An illness, injury, impairment, or physical or mental condition that involves:

- 1) Inpatient care; or
- 2) A period of incapacity of more than 3 days AND any subsequent treatment by a health provider; or
- 3) Continuing treatment by a health care provider for a chronic serious health condition, or:
- 4) Any period of incapacity due to pregnancy or prenatal care.

Qualifying Exigencies for service member family leave may include:

1. Short-notice deployment
2. Military events and related activities
3. Childcare and school activities
4. Financial and legal arrangements
5. Counseling
6. Rest and recuperation
7. Post-deployment activities
8. Additional activities where the employer and employee agree to the leave.

Intermittent or Reduced Leave:

- An employee may take FMLA leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of their own serious health condition *when medically necessary*. Medically necessary means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
- An employee must make a reasonable effort to schedule leave for planned medical treatment so as to not unduly disrupt the employer's operations.
- Intermittent leave for the birth and care of a newborn or placement of a child for adoption or foster care is subject to the City's approval.
- The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.
- For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

Active Duty - The term "active duty" means duty under a call or order to active duty members of the uniformed services as described in section 101(a)(13)(B) of title 10, United States Code.

Contingency Operation - A contingency operation is an action or operation against an opposing military force as described in section 101(a)(13)(B) of title 10, United States Code.

Covered Service Member - A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

PROCEDURE

Notice Requirement

- An employee is required to give 30 days notice in the event of a foreseeable leave. A Request for Family and Medical Leave form (see Appendix A) should be completed by the employee and returned to the Human Resources Department. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed Request for Family/Medical Leave form.
- In any case in which the necessity for leave under the service member leave section of this

policy is foreseeable, whether because the spouse, or a son/daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.

- If an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay, an unpaid leave may be granted and the employee is denied access to the substitution of paid leave until 30 days after the employee provides notice (provided paid leave is available).
- Requesting and being approved for an intermittent FMLA leave does not relieve the employee from appropriately requesting time off and/or timely, appropriate notification in advance for the need to take specific time off from work.
- The City retains the right to apply FMLA leave concurrent with any other leave that an employee may qualify for because of the same condition or event.

Medical Certification of a Serious Health Condition

- A. For leaves taken because of a serious health condition of a covered family member, the employee must submit a completed Certification of Health Care Provider for Family Member's Serious Health Condition form (see attached Appendix B) and return the certification to the Human Resources Department within 15 days of the leave request, or as soon as is reasonably possible.
- B. For leaves taken because of a serious health condition of an eligible employee, the employee must submit a completed Certification of Health Care Provider for Employee's Serious Health Condition form (see attached Appendix C) and return the certification to the Human Resources Department within 15 days of the leave request, or as soon as is reasonably possible.
- C. The City of Northampton *may* require a second or third opinion (at employer's expense), periodic reports on the employee's status to include a new Certification of Health Care Provider form every thirty days and intent to return to work, and a fitness-for-duty report to return to work.
- D. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained separate from the employee's Human Resources file.
- E. When a request for leave is for the serious health condition of a family member, entitlement to the leave may be subject to medical verification concerning the medical condition of the employee's family member, verification that the seriously ill family member is a covered family member and certification that the employee's presence is necessary or would best for the family member's care.
- F. On leave requests that involve a qualified exigency and to care for a seriously ill service member, leave may be approved pending verification of eligibility.

SUBSTITUTION OF PAID LEAVE

In certain circumstances, the City will allow an employee to elect to take paid leave for an eligible FMLA leave. The rules for the substitution of paid leave (if available) for unpaid leave are as follows:

1. An employee granted Family Medical Leave for their own serious health condition must first use available sick leave followed by any other accrued time available (vacation, personal or comp time).
2. An employee granted Family Medical Leave for the birth/placement of a child may use up to ~~eight weeks of sick time~~ followed by any other accrued time available (vacation, personal or comp time).
3. An employee granted Family Medical Leave for the serious health condition of a covered family member may use up to ~~eight weeks of sick time~~ followed by any other accrued time available (vacation, personal or comp time).
4. An employee granted Family Medical Leave for the serious health condition of a covered service member cannot use any accrued sick time. Paid leave can only be taken from vacation, personal or compensatory time.
5. An employee granted Family Medical Leave for a qualified exigency may only use vacation, personal or compensatory time to be paid for this type of leave.

EFFECT ON BENEFITS

- A. An eligible employee on a designated FMLA leave, under this policy, will continue to be covered under the City of Northampton's group health insurance plan and life insurance plans under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
- B. Employee contributions will be required through payroll deduction if the employee is substituting paid leave for unpaid leave, or by direct payment to the Human Resources office, should the employee be in an unpaid status. Employee contribution amounts are subject to change in rates that occur while the employee is on leave.
- C. If the employee's contribution is more than 30 days late, the Human Resources Department may terminate the employee's insurance coverage.
- D. If the employee fails to return from an approved family/medical leave for reasons other than; (1) the continuation of a serious health condition of the employee or a covered family member; or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the City of Northampton may seek reimbursement from the employee for the City's portion of the premiums paid on behalf of that employee (also known as the employer contribution) for the length of the leave.

JOB PROTECTION

- A. If the employee returns to work at the end of the approved family/medical leave (up to 12 weeks), he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
- B. The employee's restoration rights are the same as they would have been had the

employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

C. If the employee fails to return to work at the end of the approved family/medical leave (up to 12 weeks), the employee will be terminated, unless the leave can be extended under some other statute or City policy.

DEFINITIONS FOR Massachusetts Maternity Leave Act

Eligible employee-A full time female employee who has completed an initial probationary period of six months.

Qualifying event-Leave is for the purpose of giving birth or adopting a child.

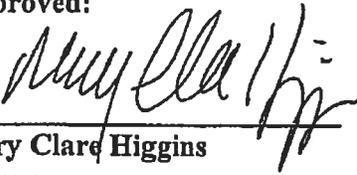
Notice- The employee must give two weeks' notice of her anticipated date of departure and of her intent to return.

Length of leave-Eight (8) weeks of leave each time she gives birth or adopts a child.

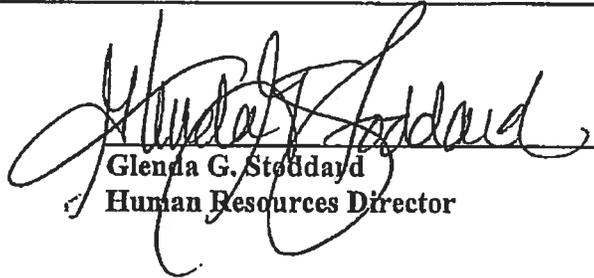
Effect on benefits-Same as under FMLA leave.

Job Protection-Same as under FMLA leave.

Approved:



Mary Clare Higgins
Mayor



Glenda G. Stoddard
Human Resources Director

Revision History: 03/2009, 12/02/2008, 02/04, 4/27/94

Appendix F

City of Northampton, Massachusetts
Human Resources Department

Revision Date: 9/20/2018

EQUAL EMPLOYMENT OPPORTUNITY, ANTI-DISCRIMINATION AND HARASSMENT POLICY (including Sexual Harassment)

PURPOSE

It is the goal of the City of Northampton to promote a workplace that is free of unlawful harassment and discrimination. Unlawful harassment or discrimination of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment will not be tolerated by this organization. Further, any retaliation against an individual who has complained about harassment or discrimination, or retaliation against individuals for cooperating with an investigation of a harassment or discrimination complaint, is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from unlawful harassment and discrimination, the conduct that is described in this Policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

APPLICATION

This Policy applies to all employees of the City of Northampton.

POLICY

It is the policy of the City of Northampton to promote a professional and productive workplace in which all employees are treated with dignity and respect. Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity. Discrimination, including harassment, whether based upon race, color, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, pregnancy or pregnancy-related conditions, genetic information, military service or other bases prohibited under state or federal anti-discrimination statutes will not be tolerated. To achieve the goal of providing a workplace free from discrimination, the City of Northampton will implement the procedures described below to address any potential inappropriate conduct.

A. Coverage

This Policy applies to all employment practices and employment programs sponsored by the City of Northampton. This Policy shall apply, but not be limited to, the areas of:

- Recruitment
- Selection
- Compensation and benefits

- Professional development and training
- Reasonable accommodation for disabilities or religious practices
- Promotion
- Transfer
- Termination
- Layoff, and
- Other terms and conditions of employment.

This Policy may apply to discrimination (including harassment) that occurs between co-workers that takes place outside the workplace (including, but not limited to, online conduct or conduct utilizing the internet or other electronic media). When the conduct complained of occurs outside the workplace, the City of Northampton may consider the following and other factors in assessing whether the conduct constitutes conduct in violation of this Policy:

- Whether the event at which the conduct occurred is linked to the workplace in any way, such as at a City-sponsored function;
- Whether the conduct occurred during work hours;
- The severity of the alleged outside-of-work conduct;
- The work relationship of the complainant and alleged harasser, which includes whether the alleged harasser is a supervisor and whether the alleged harasser and complainant come in contact with one another on the job;
- Whether the conduct adversely affected the terms and conditions of the complainant's employment or impacted the complainant's work environment.

Because the City of Northampton takes allegations of unlawful discrimination and harassment seriously, officials will respond promptly to complaints and, where it is determined that such inappropriate conduct has occurred, will act promptly to eliminate the conduct and impose such corrective action as necessary, including disciplinary action where appropriate.

Please note that while this Policy sets forth the City of Northampton's goals of promoting a workplace that is free from unlawful discrimination and harassment, the Policy is not designed or intended to limit the City's authority to discipline or take remedial action for workplace conduct which is deemed unacceptable, regardless of whether that conduct satisfies the legal definitions of discrimination and harassment.

B. Examples of Prohibited Discriminatory Behavior

It is not possible to list all the circumstances that may constitute discrimination in violation of this Policy. Discrimination may take many forms, including both verbal and non-verbal behaviors. Prohibited behavior includes, but is not limited to, the following behaviors connected to someone's membership in one or more groups protected by law as noted in the first paragraph above: slurs or other derogatory comments; sharing demeaning pictures, cartoons or jokes; demeaning gestures; and any conduct constituting sexual harassment.

C. Definition of Sexual Harassment

Sexual Harassment – That conduct, including unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, which may constitute sexual harassment when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used for the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Hostile Work Environment – A form of sexual harassment, where pervasive and sexually hostile working conditions unreasonably interfere with an employee's ability to do his or her job.

Quid Pro Quo – Another form of sexual harassment, where tangible job benefits are offered or withheld in exchange for sexual favors.

Note: While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comments on an individual's body, comments on an individual's sexual activity, deficiencies or prowess;
- Displaying sexually suggestive objects, pictures or cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually-oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment. This can include conduct that is aimed at a person's sexual orientation or gender identity.

PROCEDURES

A. Complaints of Sexual Harassment

If an employee believes that they have been subjected to sexual harassment, it is the City of Northampton's policy to provide the employee with the right to file an internal complaint. This may be done orally or in writing. An employee may file a complaint of sexual harassment by contacting Glenda Stoddard, Director of Human Resources. Alternatively, Northampton Public School employees may file a complaint with Karen Robitaille, Director of Health Services. These persons will remain available to discuss any concerns employees may have and to provide information about the City of Northampton's policy on sexual harassment and the complaint process.

B. Sexual Harassment Investigation

When a complaint of sexual harassment is received, the City will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The City's investigation will include a private interview with the person filing the complaint and with any witnesses. The City will also interview the person alleged to have committed sexual harassment. When the investigation is concluded, the City will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, the City will act promptly to eliminate the offending conduct and, where appropriate, impose disciplinary action.

C. Complaints Concerning Other Forms of Discrimination and/or Harassment

Complaints alleging forms of discrimination and/or harassment, other than sexual harassment, will be processed in accordance with Sections A and B, above, when appropriate.

D. Confidentiality

Given the sensitive nature of complaints of discrimination and/or harassment, all parties and witnesses in the complaint, as well as Department Heads, supervisors, etc. who are aware of a complaint or investigation thereof are strongly encouraged to maintain this information as confidential, so as not to negatively impact an investigation. The City's investigators will conduct the investigation in such a way as to maintain confidentiality to the extent practicable under the circumstances

E. Retaliation

Any retaliation against an individual who has formally or informally complained about discrimination, including harassment, or has cooperated with an investigation of a discrimination complaint is prohibited.

Retaliation can be overt or subtle. Retaliation may include, but is not limited to, treating a complainant or witness differently, more harshly or in a hostile manner; physical interference with movement such as blocking a path; derogatory comments or action which would tend to have a chilling effect on other complainants; sudden investigations of the complainant's private life; or sudden strict enforcement of work rules. Retaliation in any form will not be tolerated.

SANCTIONS

If it is determined that inappropriate conduct has been committed by an employee, the City will take such action as is appropriate under the circumstances. Such action may include counseling, informal or formal reprimands, verbal or written warnings, suspension, reduction in pay, reduction in duties, transfers and other formal sanctions, including termination from employment.

STATE AND FEDERAL REMEDIES

In addition to the above, if an employee believes that the employee has been subjected to discriminatory harassment of any type, including sexual harassment, the employee may file a formal complaint with either or both of the government agencies set forth below. Using the City's complaint process does not prohibit the employee from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the alleged incident of when the complainant became aware of the incident.

The United States Equal Employment Opportunity Commission ("EEOC"):

John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(800) 669-4000
TTY: (800) 669-6820

The Massachusetts Commission Against Discrimination ("MCAD"):

Boston Office:
One Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6196
TTY: (617) 994-6196
Springfield Office:
436 Dwight Street, Room 220
Springfield, MA 01103
(413) 739-2145

Worcester Office:
4874 Main Street, Suite 320
Worcester, MA 01604
(508) 453-9630

REASONABLE ACCOMMODATIONS

The City of Northampton will not discriminate against people with disabilities in any employment practices or in terms, conditions or privileges of employment, including, but not limited to, application, testing, hiring, assignment, evaluation, disciplinary action, training, promotion, medical examination, layoff/recall, termination, compensation, leaves or benefits. The City will make reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee with a disability, unless such action would cause an undue hardship to the operations of the City.

In addition, the City complies with the provisions of General Laws Chapter 151B, Section 1E, requiring certain reasonable accommodations for an employee's pregnancy or pregnancy-related condition.

Employees seeking reasonable accommodations may submit their request in writing to their supervisor or to Glenda Stoddard, 240 Main Street, Room 6, Northampton, MA 01060 (413) 587-1257.

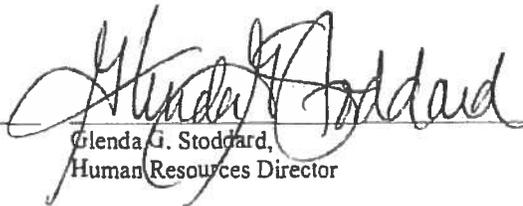
EQUAL OPPORTUNITY STATEMENT

The City of Northampton will not discriminate in its employment practices on the basis of race, color, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, pregnancy or pregnancy-related conditions, genetic information, military service or other basis prohibited under the state or federal anti-discrimination statutes. This shall include such areas as recruitment, selection, compensation and benefits, professional development and training, reasonable accommodation for disability and religious practices, promotion, transfer, termination, layoff and other terms and conditions of employment.

This Policy does not supersede a Department Manager's rights to direct and redirect employee behavior or performance in the workplace so long as that action is not unlawfully discriminatory or harassing.



David J. Narkewicz,
Mayor



Glenda G. Stoddard,
Human Resources Director