

TENTATIVE AGREEMENT

Between
City of Northampton
&
Northampton Association of Municipal Employees (NAME)
EFFECTIVE: July 1, 2019

The following is a tentative agreement, between the City of Northampton and the Northampton Association of Municipal Employees (NAME) union, contingent and effective only upon ratification by the NAME membership, approval of the Mayor of Northampton, and any necessary appropriation by the City.

1. Duration: 3 years, July 1, 2019 – June 30, 2022
2. Incorporate all previous memorandums of agreement from July 1, 2010 through January 1, 2019.
3. Article 7 - Agency Service Fee:
 - Update Article.
4. Article 8 – Bulletin Boards/Access to Premises
 - Replace 8.04 with the following: When contract negotiations are scheduled before 3:00pm in the workday, the City agrees to pay up to four (4) members of the Union bargaining committee for time lost from work.
5. Article 12 – Health and Welfare:

Update to reflect the City's current health insurance offerings to unit members by stating the following:

 - 12.01: The City shall pay fifty percent (50%) of the group medical insurance indemnity plan and non-health maintenance organization (HMO) premiums.
 - 12.02: The City shall pay eighty percent (80%) of group HMO premiums.
 - 12.03: The City agrees to make payroll deductions for group medical insurance plan premiums on a bi-weekly basis from the first two (2) payrolls in each month.
6. Article 13 – Compensation:
 - 13.01: The City agrees to a two percent (2%) COLA added to base effective July 1, 2019.
 - 13.02: The City agrees to a two percent (2%) COLA added to base effective July 1, 2020.
 - 13.03: The City agrees to a two percent (2%) COLA added to the base effective July 1, 2021.
 - 13.04: The City agrees to pay step increases on July 1 of each year.

7. Article 15 – Longevity:

(17)

- Add section to state that upon completion of thirty (30) years of continuous service, a sum of one thousand dollars (\$1,000) shall be added to the employee's pay once a year and once a year thereafter the employee shall receive a longevity payment of \$1,000.

8. Article 16 – Job Posting and Bidding:

- Add section to state that a unit member will not be eligible for promotion or transfer within the unit until the initial probationary period of six (6) months has expired.
- Add section to state that if a unit member transfers to or is promoted to a vacant position, there will be an additional ninety (90) day probationary period.

9. Article 20 – Standby Policy:

Replace to read as follows:

The DPW agrees to maintain a volunteer list of DPW bargaining unit employees who wish to be considered for assignment to emergency response situations outside of the normal, scheduled working hours.

If insufficient volunteers are available, the Director of the DPW shall have the authority to assign bargaining unit employees to such tasks. The list shall apply to:

- a.) the assignment of individuals to standby status,
- b.) the assignment of individuals to weekend watch involving winter weather situations, and
- c.) the assignment of individuals to winter sanding duties after regular working hours.
 - For standby coverage in all Divisions excluding water, the volunteer list shall consist of eligible Grade 2D and higher employees within the Division, all of whom have completed a minimum six (6) months of service within the bargaining unit. For standby coverage in the water division, the volunteer list shall consist of all Division employees deemed qualified by the Director.
 - For assignment of individuals to weekend watch, the schedule shall consist of all eligible Grade 2D and higher employees within the bargaining unit, all of whom have completed a minimum of six (6) months of service within the bargaining unit. Water Treatment Plant Operators and Wastewater Treatment Plant Operators are excluded from this duty.
 - For assignment of individuals to the sanding list, the volunteer list shall consist of all qualified DPW bargaining unit employees who have volunteered for such duty. Both parties agree that the available work under this section shall be filled by going down the list of available qualified volunteers and providing each individual the opportunity to accept/reject such work assignment. When the bottom of the list is reached, the parties shall begin assignments from the top of the list. It is agreed that a bargaining unit member who declines a sanding shift opportunity three (3) times within a winter season

12. Article 23 – Shift Differential:

- Modify 23.01 to state that employees working second shift shall receive a differential of an additional \$.75/hour and employees working third shift shall receive a differential of an additional \$1.00/hour. Previous differential was \$.45/hour for both shifts.

13. Article 26 – Licenses:

- Delete 26.01B and replace with the following: The employer agrees to reimburse employees rated 2D and higher for the costs of licensing including one testing fee, license renewals and continuing education credits. Reimbursements shall be allowable based on the employee's assigned Division. Other reimbursements may be allowed at the discretion of the DPW Director.
- Insert clarifying language to state that for all DPW unit members rated 2D and higher hired, transferred or promoted after January 1, 2019, license requirements are mandatory by Division and failure to obtain licenses within specified timelines as noted in their job offer will be just cause for termination under this agreement.
- Insert language to state that license pay shall be paid only for hours worked, including overtime hours.
- Insert language to state that employees shall only be eligible for license pay within their assigned Division.
- Modify hourly incentive rate for Fleet Maintenance General Foreman and Foreman to \$1.00/hr from \$.50/hr.
- Modify hourly incentive rate for Fleet Maintenance Mechanics to \$.50/hr from \$.45/hr.
- Modify hourly incentive rate for Water Treatment Plant Operators to \$1.00/hr from \$.80/hr.
- Insert language to state that license pay shall commence in the payroll period following submission of proof of licensure from the granting authority for all licenses within the respective Division.

14. Article 27 – Uniforms/Protective Clothing/Tools:

- Insert language to state that fleet maintenance employees shall be allowed a five hundred dollar (\$500) reimbursement for the purchase of tools when proof of purchase has been submitted. Probationary periods must have expired.
- 27.04: modify to state that all bargaining unit members covered under this agreement shall be required to wear steel/composite toe safety boots/shoes at all times while on duty. A three hundred and fifty dollar (\$350) taxable lump sum shall be paid to each unit member annually in the first quarter of the fiscal year. The City and the union agree that failure to wear steel/composite toe safety shoes/boots in good condition (no holes, tears or other compromising attributes) at all times while on duty will be considered a safety violation and will result in progressive discipline up to and including termination.

shall be removed from the list at the discretion of the Director. A bargaining unit member who declines a sanding shift shall not be allowed to designate or select the shift recipient; instead management shall move down the list to the next available bargaining unit member. Water Treatment Plant Operators and Wastewater Treatment Plant Operators are excluded from this duty.

Weekend watch shall be weather dependent and shall be designated at the DPW Director's discretion. In addition, the City agrees to provide notice of weekend watch by Friday by 9:00 AM. In case of a holiday falling on a Friday, such notice shall be issued Thursday by 9:00 AM.

Standby assignments shall be in accordance with this Article except for the Streets Division. The Streets standby employee shall not be called during second shift, third shift or weekend watch for short duration responses including, but not limited to, dead animals, replacing casting covers, accident cleanups and other minor street related work activities.

An employee assigned to standby shall be paid a flat rate of three hundred and twenty five dollars (\$325) for a seven (7) day assignment. In the event that the standby employee is separated from City service or medically incapacitated, the standby duty will be reassigned on a pro-rated basis.

Each employee on standby duty shall carry the City assigned communication equipment [beeper, pager, cell phone, etc.] and shall be assigned a City vehicle for the duration of such duty. Such City vehicle and communication equipment must be returned at the end of the duty period in good working order; normal wear and tear excepted. Such City vehicles and equipment may only be used for City business.

This Article does not apply to regular snow plowing and sanding assignments; nor does it exempt employees not on the standby roster from operational call backs.

10. Article 21 – Working Out of Grade:

- Replace 21.01 with the following: Whenever an employee is assigned to perform the duties of a higher-rated classification, such employee shall be entitled to receive the hourly rate for the position to which he/she has been temporarily assigned from the start of the shift to the end of the shift, regardless of how long the employee actually performs the duties.

11. Article 22 – Overtime:

- Replace 22.10 with the following: If the Mayor declares an emergency and City Hall closes, unit members who remain working during the declaration of the emergency period shall earn hour for hour compensatory time from the time City Hall closes to the end of their regularly scheduled shift.

- Insert language to state that the City will make available a two thousand dollar (\$2,000) annual budget per fiscal year for the purpose of providing reimbursement to bargaining unit members for prescription safety eyeglasses. The City and the Union agree individual employees shall be limited to a reimbursement of up to two hundred dollars (\$200) per fiscal year. The parties also agree that unit members shall provide proof of purchase and payment and that reimbursement shall be made on a first come, first served basis. The prescription safety eyewear must be impact rated and marked as such, and must provide side protection if the employee is exposed to hazards from flying particles. If reimbursed by the City, the employee must wear the prescription safety eyewear at all times while on duty.

15. Article 30 – Sick Leave:

- Modify 30.06 to read as follows: The City reserves the right to require a signed doctor's release before permitting an employee to return to duty after a medical absence of three (3) continuous days, after an employee has used five (5) sick days in any rolling twelve month period and in specific situations that involve a pattern or demonstrated history of sick leave abuse. The City agrees that such right shall be exercised in a reasonable manner.

16. Article 33 – Childbirth and Maternity Leave:

- Modify to incorporate the City's most recent Family and Medical Leave policy.

17. Article 34 – Bereavement Leave:

- Modify 34.01 to read as follows: In the event of the death of a parent, spouse or child, paid bereavement leave of one calendar week shall be granted.
- Modify 34.02 to delete mother and father from the list of family members whose death results in a three day bereavement period.

18. Article 40 – Holidays:

- Modify 40.01 to state that both Wastewater Treatment Plant and Water Treatment Plant employees shall establish a staffing plan for City holidays. This change is necessary to reflect regulatory requirements.

19. Article 42 – Drug and Alcohol Free Workplace:

- Modify to incorporate the City's most recent Drug and Alcohol Free Workplace policy.

20. Article 43 – Labor Management Committee:

- Delete article

21. Article 44 – Safety Committee:

- Delete article

22. Article 47 – Miscellaneous Provisions:

- Modify 47.09 to increase stipend from fifty dollars (\$50) to seventy five dollars (\$75) for an employee who reports for plowing duty when scheduled for vacation.

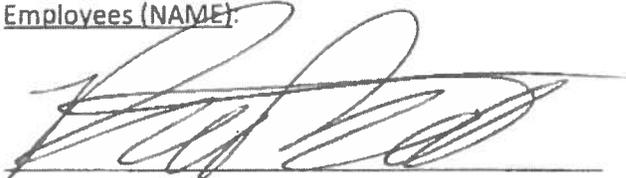
23. Insert language to state the following: "Prior to negotiations for a successor agreement, the City agrees to allow additional union leave for negotiation preparation. Four (4) unit members will be allowed four (4) days at three (3) hours per day (twelve (12) hours per employee/forty eight hours (48) total)."

Tentative Agreement
City of Northampton &
Northampton Association of Municipal Employees (NAME)
EFFECTIVE: July 1, 2019

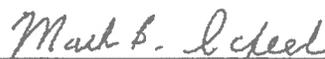
In WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of
JUNE, 2019.

For the City of Northampton:

For the Northampton Association of Municipal
Employees (NAME):



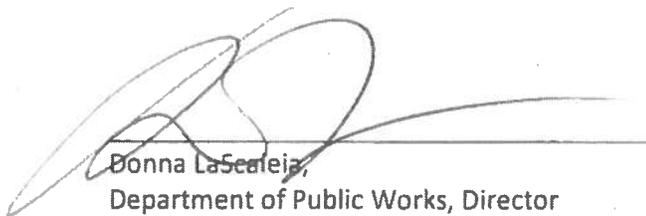
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