AGREEMENT

BETWEEN

CITY OF NORTHAMPTON

AND

AFSCME, LOCAL #2086

JULY 1, 2016 - JUNE 30, 2019

This Agreement entered into by the City of Northampton, hereinafter referred to as the City and Local Clerical 2086, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

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ARTICLE 1

RECOGNITION

1.01. The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all employees of the City of Northampton, certified as the bargaining unit in accordance with the election conducted by the State Labor Relations Commission, MCR-887, November 11, 1971, and MCR-2341, June 22, 1976, and as amended by mutual agreement, July 1, 1981, to exclude the Parking Clerk, and as amended by mutual agreement June 20, 1991, to exclude the Custodians and Maintenance employees. Also included in this unit are Parking Enforcement Officers. Excluded from the bargaining unit are the following: Supervisor of Custodians and Maintenance, Secretary to the Human Resources Director, Head Clerk in the Dept. of Public Works, Secretary to the Mayor, Assistant Secretary to the Mayor (effective 7/1/91), and Assistant Solicitor.

1.02. Should the City add any new classification to the work force, the Union shall be notified and if a question arises as to such classification being covered by this Agreement and the issue is not settled between the parties, either or both parties may submit the question to the Massachusetts State Labor Relations Commission with a request that it make a determination. Such determination shall be final and binding on both parties.

1.03 The City agrees to strive to notify the Union of new hires within the bargaining unit within fifteen (15) days of an employee assuming their position.

ARTICLE 2

COVERAGE OF CONTRACT

2.01. All employees in the bargaining unit, regardless of their status, except emergency or

seasonal employees, shall be covered by the provisions of this Agreement.

ARTICLE 3

TRANSFERS

3.01. If an employee transfers from another position in the City which is not part of this bargaining unit, his/her length of service in the prior department(s) will be credited for determining entitlement to any benefits provided by this Agreement, except that in bidding for any vacancies only seniority in this bargaining unit will be considered.

3.02. Seniority is defined as the last date of continuous service with the City including C.E.T.A. service, or in the bargaining unit, as the case may be.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 The parties agree that, as enumerated below and established by past practice, but also as limited or abrogated by the terms and conditions of this Agreement or by applicable law, the operation of City government, the supervision of its employees and the direction of the performance of the work of members of this bargaining unit are the exclusive rights of the City. The parties further agree that the City of Northampton shall have all rights not specifically restricted by this Agreement.

Both parties agree that the exercise of any of the rights enumerated below shall not alter any of the provisions of this Agreement.

Both parties agree that nothing in this Agreement, absent express, written language to the

contrary, shall limit the City in the exercise of its traditional functions of management and in the direction of supervision of the **City's** business.

It is further agreed that nothing in this Agreement releases the City from its obligations under M.G.L. Ch. 150E to bargain over the impact of changes in the workplace. The rights of the City, except as modified by the written provisions of this Agreement, shall include, but are not limited to, the following:

A. To direct and conduct the municipal affairs of the City;

B. To direct control all of the operations and services of the City;

C. To determine the organization, location and number of employees of the City;

D. To hire, appoint and promote employees, including the determination of the qualifications and requirements (e.g., prior experience) for the position or promotion, in compliance with the Collective Bargaining Agreement and M.G.L. Ch. 150E;

E. To direct, train, supervise and evaluate employees;

F. To determine, interpret and change job descriptions, subject to the express provisions of this Agreement and subject to bargaining over material changes in such job descriptions;

G. To institute technological changes or to revise processes, systems or equipment from time to time;

H. To create and change schedules, in compliance with the Collective Bargaining Agreement and M.G.L. Ch. 150E;

I. To increase, diminish, change or discontinue operations in whole or in part, in

compliance with the Collective Bargaining Agreement and M.G.L. Ch. 150E;

J. To assign, reassign, duties and job tasks including the change of duties and job tasks from time to time; provided such assignments, reassignments, duties and job tasks are consistent with the clerical employees job description, the Collective Bargaining Agreement and M.G.L. Ch. 150E;

K. To schedule and enforce work hours;

L. To determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called in compliance with the Collective Bargaining Agreement and M.G.L. Ch. 150E;

M. To grant and schedule leaves;

N. To discipline, suspend, discharge or demote employees for just cause;

O. To lay off employees due to lack of work or funds;

P. In emergency situations, **of limited duration (of a week or less),** (e.g., snow emergencies, natural disasters, etc.) to use and employ non-bargaining unit City employees, including managerial and supervisory employees, to perform bargaining unit work;

Q. To relieve employees due to a demonstrated incapacity to perform current work duties in compliance with the Collective Bargaining Agreement and M.G.L. Ch. 150E;

R. To make, amend and enforce rules, regulations, and administrative and safety procedures from time to time as the City deems necessary, subject to the City's legal duty to engage in impact bargaining;

S. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the City;

T. To determine employee classifications;

U. To alter, add to or eliminate existing methods, equipment, facilities or programs;

V. To assign work sites;

W. To assign and schedule overtime in compliance with the Collective Bargaining Agreement and M.G.L. Ch. 150E;

X. To determine whether goods should be leased, contracted or purchased; and

Y. During an emergency (e.g. natural disaster or national emergency) the City will have the right to take any reasonable action necessary to meet such emergency. **If such action is expected to exceed a 30-day duration, the City agrees to notify the union (members who survive the disaster and are able to report to work) to discuss the necessity to continue.** Such right shall not limit the right of employees to receive compensation for work performed during such an emergency.

ARTICLE 5

RIGHTS AND PRIVILEGES

5.01. 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 Ordinances or State law and which are not in conflict with this Agreement shall remain in full force and effect.

ARTICLE 6

UNION DUES

6.01. Employees of the bargaining unit may authorize payroll deductions for the purposes of paying Union dues. Any employee desiring to have Union dues deducted shall execute a written assignment in the form attached hereto (Appendix B).

6.02. The dues shall be deducted biweekly in an amount certified by the Union and the aggregate dues of all employees shall be remitted together with a list of employees who have had said dues deducted to the Treasurer of the Union by the 10th day of the succeeding month.

6.03. The employer agrees to deduct union membership dues from the pay of each employee who executes or has executed such form.

ARTICLE 7

AGENCY SERVICE FEE

7.01. In accordance with Chapter 1078 of the Acts of 1973 (G.L.C. 150E, Sec. 17G), effective July 1, 1977 all employees in the bargaining unit who are not members of the Union in good standing and who have been employed for thirty (30) days or more, shall pay to the Union, as a condition of employment, an agency service fee to defray the costs of collective bargaining and contract administration.

7.02. All employees hired on or after July 1, 1977, who have been employed for thirty (30) days or more, shall be required to pay the agency fee as a condition of employment, provided such employees choose not to become members of the Union.

7.03. The City agrees to deduct biweekly from the pay of each nonunion member in the bargaining unit who properly authorizes such deduction, all agency service fees which are owed

to the Union.

7.04. The amount of the agency fee shall be an amount equal to the current, regular Union dues.

7.05. The Union agrees to indemnify and defend the City for any financial liability which the City may incur in complying with this article.

ARTICLE 8

GRIEVANCE AND ARBITRATION PROCEDURES

8.01. Any grievance or dispute which may arise between the City and any employee or the Union regarding the interpretation or application of any provisions of the Agreement shall be settled according to the procedures set forth in this article. However, no grievance may be initiated or entertained by the parties concerning questions of the general salary schedule.

STEP ONE:

An employee who has a grievance may reduce it to writing and submit it to the Head of the Department or designee within fifteen (15) calendar days after the first occurrence of the event giving rise to the grievance, or their knowledge of its occurrence. The grievance may set forth the nature and may specify the section(s) of the Agreement alleged to have been violated.

A conference/hearing between the parties may be held within five (5) calendar days thereafter. The Department Head or designee may give a decision in writing to the aggrieved party within eight (8) calendar days following the conference/hearing.

STEP TWO:

If the grievance still remains unadjusted, it may be appealed in writing to the Human Resources Director, or designee, within fifteen (15) calendar days after the response of the Dept. Head or designee was due. The Human Resources Director may within fifteen (15) days

schedule a hearing, the date of which may be set by mutual consent. Such hearing may be waived by mutual consent. The Human Resources Director, or designee, may render their decision in writing within fifteen (15) calendar days after the hearing.

Any agreement reached between the City and the Union at any step of the grievance procedure is binding on all parties affected.

STEP THREE - ARBITRATION

Any dispute which has not been satisfactorily settled after the procedures set forth above have been exhausted may, at the request of either party, be submitted to arbitration within thirty (30) calendar days from the date the final decision in step 2 of the grievance procedure is due. The party wishing to refer the matter to arbitration may so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration.

The arbitration may be conducted by an arbitrator to be selected by the City and the Union if they can mutually agree upon the arbitrator's selection within fifteen (15) calendar days after notice has been given. If the parties are unable to select an arbitrator who is mutually acceptable, then the grievance may be submitted by either party to the American Arbitration Association according to its procedures. The cost of any arbitration proceedings shall be divided equally between the City and the Union. The decision of the arbitrator may be limited to the specific point of difference submitted to the arbitrator. The arbitrator may have no power to add to or subtract from, modify or amend any of the provisions of this Agreement. The decision of the arbitrator may be final and binding upon both parties.

The arbitrator may have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been the employee's.

The arbitrator may be requested to render a decision within thirty (30) calendar days following the closing of the arbitration proceedings.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator.

8.02. Grievances involving disciplinary action shall be processed beginning at the first step for clerical employees.

8.03. Failure to process a grievance within the time limits established in this article presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. In the event that the representatives of the City do not answer within the time limits herein provided, the grievance may be appealed directly to the next step of the grievance procedure. Time limits specified in the preceding paragraphs of this article may be extended by agreement of both parties.

8.04. An employee may present a grievance and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of an agreement then in effect between the employer and the exclusive representative.

8.05. Any arbitration hearing scheduled may be held in the City of Northampton, Mass.

8.06. In the event of a disciplinary action involving any method set forth under M.G.L. Chapter 31 and subsequent to a hearing before the Appointing Authority, an employee may, within ten (10) days of the receipt of said disciplinary decision, elect to appeal said action by initiating an arbitration proceeding in accordance with Section 8.01, Step Three above. Such appeal may be

the exclusive remedy pursuant to the provisions of General Laws, Chapter 150E, Section 8, as amended.

ARTICLE 9

NONDISCRIMINATION

9.01. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, physical handicap, sexual orientation, or national origin, and that all persons shall receive the full protection of this Agreement.

ARTICLE 10

SHIFT DIFFERENTIAL

10.01. All employees working on the second shift who are not working on an overtime basis shall be paid a differential of an additional forty (40) cents per hour.

10.02. All employees working on the third shift who are not working on an overtime basis shall be paid a differential of an additional fifty (50) cents per hour.

10.03. Any employee whose full eight hour shift starts after 12 p.m. noon shall receive a shift differential of fifteen (15) cents per hour for hours actually worked.

ARTICLE 11

WEEKEND DIFFERENTIAL

11.01. The City agrees to pay a differential of forty (40) cents per hour for scheduled actual hours worked on a Saturday or Sunday. For the purpose of this article the weekend shall be comprised of 12:01 midnight Friday through 7:00 a.m., Monday.

ARTICLE 12

WORKING OUT OF CLASSIFICATION

IN THE CLERICAL BARGAINING UNIT

12.01. When an employee in the clerical bargaining unit is assigned temporarily to a position with a higher rate of pay, the employee shall be entitled to receive the hourly rate for the position, hour for hour.

12.02. When an employee is assigned temporarily to a position with a lower rate of pay than he/she regularly receives, the employee will continue to receive pay at their regular rate of pay.

12.03. An employee who is promoted to a higher classification shall receive the rate of pay in the new classification which exceeds the next step increase in the employee's present grade. If the employee is at the top step, the amount existing to qualify for the top step of the employee's grade will govern.

ARTICLE 13

SENIORITY

13.01. Seniority is defined as the last date of continuous service with the City, including C.E.T.A. service, or in the bargaining unit, as the case may be. An employee who resigns, in writing, or is discharged for just cause, shall lose their seniority.

13.02. Seniority where used in this Agreement shall be applied as follows:

1. For promotions, seniority in the bargaining unit shall be used in accordance with the provisions of Article 15 on job posting and bidding.

2. For days off, shift assignments, holidays and choice of vacation period, seniority in the bargaining unit in the classification concerned shall be used.

3. For transfer or reassignment, seniority in the classification shall be used within the bargaining unit in accordance with Article 15 on job posting and bidding.

13.03. Layoffs shall be conducted by department and within classification with the least senior employees being first laid off. In the event a non-probationary employee is scheduled to be laid off and there exists in the bargaining unit the same or lower graded position, the laid off employee may use bargaining unit seniority to bump, provided always that the employee retained can perform the duties of the position.

13.04. Recall from layoff shall be in reverse order of layoff. Employees on layoff shall be placed on a recall list for two years or length of service, whichever is less.

13.05. Employees having Civil Service tenure shall retain all rights. The language in Sections 13.03 and 13.04 notwithstanding, nothing herein may violate the rights of such employees.

13.06. The parties agree to seek prospective exemption of the positions in the unit from Civil Service (M.G.L. Chapter 31), grand-parenting current employees and falling under Chapter 31A.

13.07. If provisional employees are made permanent by the Civil Service Commission or legislature, any provisional still employed shall be made permanent even after implementation of Chapter 31A.

13.08. An employee shall lose all seniority rights if any of the following occur:

A. Discharge

B. Voluntary resignation

C. Retirement

D. Exhaustion of recall rights

E. Failure to respond to recall within three (3) working days of notification by a certified letter.

F. Unauthorized leave subject to the provisions of Chapter 31, Section 38 or equivalent.

ARTICLE 14

JOB SECURITY

14.01. Any employee who has been dismissed, suspended or otherwise disciplined shall be given a written statement of the reason(s) prior to such contemplated action. If said employee is not covered by civil service and alleges that the employee has been dismissed, suspended, or otherwise disciplined unjustly, the employee may use the grievance and arbitration procedure contained herein. In such instances, the employee shall begin at step two of the grievance and arbitration procedure.

ARTICLE 15

JOB POSTING AND BIDDING

15.01. When a position covered by this Agreement becomes vacant, such authorized vacancy shall be posted in each building in a conspicuous place listing the following:

1. Date of posting.
2. Job title.
3. Salary.
4. Location.
5. Assigned hours of work, days off.
6. Example of duties.
7. Qualifications.
8. Closing date for applications.

9. Person to whom application should be made.

15.02. This notice of vacancy shall remain posted for a period of not less than seven (7) calendar days nor more than fourteen (14) calendar days. Employees in the bargaining unit who are interested shall apply in writing within the posting period. Any unit employee who applies for a bargaining unit position on or before the stated closing date, shall be granted an initial interview for such position.

15.03. Within fourteen (14) calendar days of the expiration of the posting period, the City will award the position to one of the applicants after consideration of the following factors:

A. Seniority in the bargaining unit.

B. Experience in related work.

C. Work history.

D. Ability to do the job.

E. Education and training directly related to duties of the vacant position.

15.04. In the event that two (2) or more applicants are considered approximately equal in accordance with the foregoing factors, then the senior applicant will be awarded the position.

15.05. A vacancy is an opening caused by promotion, demotion, retirement, resignation, transfer or reassignment, termination, death or the availability of new positions.

15.06. Grievances concerning this article shall be processed beginning at the second step of the grievance and arbitration procedure. The following positions shall not be subject to the grievance and arbitration procedure: Principal Clerk, Office of the City Treasurer; Principal Clerk and Senior Clerk, Office of the City Collector; Principal Clerk, Office of the City Clerk;, and Communications Coordinator.

ARTICLE 16

OVERTIME

16.01. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for all hours compensated over seven (7) in any day or thirty-five (35) hours in any calendar week.

16.02. A minimum amount of compensation of three (3) hours pay at the rate of time and one-half shall be paid to all employees who have left their place of employment after having completed their regularly scheduled work day, or who return from sick leave, vacation leave, or holiday leave or are required to return to work after completing their regularly scheduled work day for any work related duty.

16.03. For the purposes of this article, a calendar week shall be Sunday through Saturday.

16.04. Overtime shall be equally and impartially distributed among the personnel in each division/department in accordance with the classification of work which each employee normally performs. When in case of emergency it is necessary to call in personnel from another division on an overtime basis to supplement the work of employees in a division which is in need of assistance, such additional personnel shall be those who normally perform the classification of work which is needed; such additional personnel shall be released first when the work load lessens.

16.05. Minimum call back of three (3) hours shall be paid only once in a three-hour period; except that additional call backs within the three (3) hours period may be paid subject to the approval of the Department Head and/or Human Resources Director.

16.06. Employees will be required to work overtime when emergency needs arise.

16.07. The employer shall keep records of the overtime work. In the case of a grievance

involving such records, they shall be subject to examination by the Union representative or the Union steward with the supervisor of the department involved.

16.08. An employee may request compensatory time at time and one-half (1 1/2) in lieu of overtime payment. If granted, such compensatory time shall be used within the next twelve (12) payroll periods at a time mutually agreed upon by the employee and his/her supervisor.

ARTICLE 17

LEAVES OF ABSENCE

17.01. Unpaid leaves of absence may be granted by the Appointing Authority and with the approval of the employee's Department Head or the Chairman of the City Property Committee, as the case may be, in case an employee who is ill and has exhausted his sick leave; for an employee who desires to further his education so as to qualify for advancement within the City and in other cases if recommended by the employee's Department Head. Extensions of leaves of absence beyond one year may be granted with the approval of the Appointing Authority on recommendation of the employee's Department head.

All requests for unpaid leaves of absence or extension of such leave shall be submitted in writing to the Department Head who shall submit it to the Appointing Authority with his/her recommendation.

17.02. All approvals and/or extensions of leaves of absence shall be in writing by the Appointing Authority.

17.03. Any employee in an unpaid status while on a leave of absence other than one attributable to FMLA or Worker's Compensation will be responsible for paying both the employee and employer portion of his/her 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 18

HOLIDAYS

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

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Half-day before Thanksgiving Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day (to begin in FY93)
Independence Day	
Labor Day	Last scheduled workday before Christmas (to begin in FY94)
Christmas Day	Half-day before New Years Day as long as it is a regular work day

18.02. Should the employer 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.

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

18.04. Level of Benefit:

1. A full-time employee who regularly works thirty-five (35) hours per week shall receive 7 hours of pay for a full day Holiday and 3.5 hours of pay for a half-day Holiday.

2. A full-time employee who regularly works thirty-seven and one half (37.5) hours per week shall receive 7.5 hours of pay for a full day Holiday and 3.75 hours of pay for a half-day Holiday.

3. A full-time employee who regularly works forty (40) hours per week shall receive 8 hours of pay for a full day Holiday and 4 hours of pay for a half-day Holiday.

4. A part-time employee will receive a pro-rated benefit. The level of benefit is calculated by the following steps:

A. regular weekly work assignment divided by 5 = full day benefit

B. full day benefit divided by 2 = half day benefit

C. Employees will have the option to work missed hours during the same pay period.

5. An employee will not receive Holiday pay when:

-on an unpaid leave of absence

-on temporary total workers' compensation benefits

-in an "unpaid" status when the Holiday falls

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

18.06. Any employee scheduled in advance to work on a holiday shall receive in addition to the regular holiday pay an amount equal to one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate.

Employees who are scheduled to work within their normal hours on the day after Thanksgiving will receive holiday pay and pay at time and 1/2 for all hours worked on that day. Work before or after the employee's normal starting and quitting time will be compensated at time and one-half (1 1/2).

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

18.08. An employee who is required to work on Thanksgiving or Christmas shall receive double pay.

ARTICLE 19

SICK LEAVE

For the purpose of clarification, being in no pay status shall hereafter be defined as less than (50%) fifty percent of an employees regularly scheduled work week.

19.01. 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 the employee's own medical or dental visits may be charged to sick leave. Sick leave may also be used for:

Leave to care for the employee's immediate family member's physical or mental illness, injury or medical condition that requires home care, professional diagnosis or preventative medical care;

Routine medical appointments for an immediate family member;

The psychological, physical or legal effects of domestic violence (does not cover perpetrator); or

Travel to and from an appointment, a pharmacy, or other location related to the purpose for which sick leave was taken.

Sick leave may not be charged, however, for period during which the employee was not scheduled to work, such as during leave of absence, vacation, and so forth. Full-time employees (those working on a thirty-five hour week) shall be credited with sick leave accrued on the basis of 2.02+ hours. Sick leave shall be accumulated without limit. Present employees shall retain any accumulated sick leave earned prior to the effective date of this Agreement.

19.02. Part-time employees (those who work at least twenty hours per week on a regularly

scheduled basis) will have their sick leave credited on a pro rata basis.

19.03. An employee absent on sick leave must notify the employee's supervisor as soon as possible but no later than fifteen (15) minutes after the start of the work day on the first day of illness.

Parking Enforcement Officers absent on sick leave must notify their supervisor no later than fifteen (15) minutes after the start of their time of duty.

19.04. The employee must notify the supervisor at the beginning of each week indicating the anticipated length of absence, unless prior arrangements have been made for a prolonged absence such as hospitalization and so forth.

19.05. The maximum payout under this provision is $5,500 unless a different maximum is noted in Appendix C. Upon retirement or death of an employee, accumulated sick leave shall be paid in a lump sum to the employee, or in the case of death to the employee's spouse or beneficiary; such sick leave shall be computed at the employee's most recent regular daily rate of pay for the number of days and fractions of a day the employee has of unused sick leave. Such payment shall be paid at the rate of 33 1/3% of such accumulated sick leave as computed above.

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

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

19.08. Eligible employees may use up to five (5) days of sick leave each year to care for ill or incapacitated members of the immediate family defined as spouse, child, father, mother, sister, brother, step-child, foster child, grand child, step parent, foster parent **or** a person domiciled in

the employee's household.

19.09. The maximum payout under this provision is $5,500 unless a different maximum is noted in Appendix C. Upon honorable separation of service, which may include resignation and non-reappointment but excluding retirement, death or a settlement with the City in which the employee agreed to resign in lieu of disciplinary action being brought, 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; after ten (10) years but less than fifteen (15) years, 20% and more than fifteen (15) years, 25%. The employee may defer some or all of this payment into the next tax year but may not be required to do so. This provision becomes effective the first day of the month following ratification of this agreement.

19.10. Upon retirement, the 33.3% sick leave buy back may be taken as a lump sum or may, by employee option, be paid as follows: 1/3 upon retirement; 1/3 after six months; and 1/3 after one (1) year (from retirement). An employee may delay payment into the following calendar year.

19.11 See: Article 52 Advanced Retirement Notice.

19.12. The City agrees to pay an attendance incentive of $100 (one hundred dollars) to employees who have not used sick time during the calendar year. This payment is exclusive of 5 (five) annual "family illness" days, and employees must be employed by the City for one (1) full calendar year to be eligible.

ARTICLE 20

HOURS OF WORK

20.01. Each employee in the clerical bargaining unit shall be granted a meal period, without pay, of one (1) hour and such meal period shall be scheduled as near the middle of the employee's

work day as possible.

20.02. The regular work day for clerical employees shall consist of seven (7) consecutive hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, with exceptions in the following departments: Communications, D.P.W., Police, and Office of Planning and Community Development.

Changes in the 8:30 a.m. to 4:30 p.m., Monday through Friday, schedule based on the City's operational needs may be made at any time with the mutual consent of the employee and the Department head or his/her designee with concurrence by the Human Resources Director or his designee.

Any proposed change not mutually agreed upon shall be resolved by a majority vote of an ad hoc committee comprised of: two Union representatives, department head or designee, and Human Resources Director. In the event of a tie, this case shall be referred to a neutral third party.

20.03. The work schedule for Parking Enforcement Officers shall be established by the Parking Manager or his/her designee.

20.04. Parking Enforcement Officers shall work a seven hour shift to be scheduled by the Department Head in consultation with the employees to provide coverage between 8:00 a.m. and 6:00 p.m.

20.05. Parking Enforcement Officers will be scheduled to work Monday through Friday or Tuesday through Saturday in alternating weeks except that the schedule shall be set so that two (2) Parking Enforcement Officers shall be scheduled to work each Saturday. The schedule, once set, may not be changed without at least thirty (30) days prior notice.

20.06. Each Parking Enforcement Officer shall be granted rest breaks like other bargaining unit members.

20.07. Parking Enforcement Officers may swap days off provided coverage is maintained and there is no cost to the City. All swaps are subject to the discretion of the Parking Manager or his/her designee, but shall not be unreasonably denied.

20.08. When City schools are closed for weather related causes, the day will be a regular workday for bargaining unit employees, and if City offices are open, to be paid for the whole day, employees must report before 10:00 a.m. If employees are released early, they will be paid for the whole day off.

Holiday Parking Enforcement: On the Friday after Thanksgiving, coverage opportunities for these shifts will be determined based on seniority. The most senior PEO gets to take the shift if they want it and if they don't want it, the opportunity goes to the next senior person and so on. If no one wants the shifts then the least senior person has to take the shifts.

ARTICLE 21

HEALTH AND WELFARE

21.01. The City shall pay at least fifty percent (50%) of the group insurance indemnity plan.

21.02. The City agrees to pay eighty percent (80%) of the cost of an HMO

21.03. The City agrees to make payroll deductions for hospital-medical plan premiums on a bi-weekly basis from the first two (2) payrolls in each month.

21.04. The City agrees to offer a voluntary "Flexible Spending Account".

21.05.

21.06. The City agrees to notify the Union of any changes in the health insurance that will affect employees or retirees. The City Insurance Advisory Committee Members are specific designees pursuant to MGL32B and only the President or his/her designee may vote on appropriate

matters, however, the city agrees that a clerical unit member may attend such meetings to observe and be apprized of the proceedings.

21.07. The City agrees to implement a voluntary Dental Plan.

21.08. (Computer Eyeglasses): The City agrees to raise budget $2650.00 per fiscal year for the purpose of providing reimbursement to this unit for computer glasses. The parties agree that individual employees shall be limited to a reimbursement of up to $250.00.

Unit members shall provided proof of purchase and payment to the Human Resources Department and the process or payment will be made in no less than two weeks, on a first come, first served basis.

ARTICLE 22

DEDUCTIONS FOR SAVINGS AND AFSCME P.E.O.P.L.E.

22.01. The City agrees to make deductions from the pay of those employees covered by this Agreement who signify in writing that they wish such deductions to be made for Credit Union dues or deferred compensation.

22.02 The City will deduct a specified amount from the biweekly wages of those employees covered by this Agreement who have signified, in writing, that they authorize such deduction on a form attached hereto as Appendix C designated and furnished by the Union for voluntary contributions to the National AFSCME P.E.O.P.L.E. Committee.

ARTICLE 23

VACATION

23.01. Each employee covered by this contract shall earn leave with pay as follows:

A. Employees having less than five (5) years of creditable service shall be entitled to ten (10)

working days per year. Employees on a 70 hour pay period will accrue on the basis of 2.70 hours for each payroll period the employee is in a pay status.

B. Upon the completion of 4 (four) years of continuous service, leave will be accrued on the basis of 4.04 hours for each payroll period the employee is in a pay status for employees on a 70 hour pay period.

C. Upon the completion of 9 (nine) years of continuous service, leave will be accrued on the basis of 5.4 hours for each payroll period the employee is in a pay status for employees on a 70 hour pay period.

D. Employees having 15 years or more of service shall effective 7/1/92 receive twenty-five (25) working days of paid vacation per year.

E. Upon completion of 14 (fourteen) years of continuous service, leave will be accrued on the basis of 6.74 hours per payroll period the employee is in a pay status for employees on a 70 hour pay period.

F. Should there be a situation when a unit member for reasons beyond their control needs to use additional vacation time which has yet to be accrued, the member shall discuss the matter with the appropriate department head and human resources staff to determine what options may be available to address the matter.

23.02. An employee may not begin the leave year with a balance in excess of twenty-five (25) working days. Accrued vacation leave in **excess** of twenty-five (25) working days shall only be credited to an employee's accrued sick leave bank by a recommendation from the appropriate department head and approved only for unusual circumstances beyond the control of the department head/employee and subject to approval of the Human Resources Director.

23.03. A member of the bargaining unit 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.

23.04. Part-time employees (those employed on a regularly scheduled basis at least 20 hours per week) shall be entitled to leave credited on a pro rata basis.

23.05. Except in case of emergency, vacations should be requested at least five working days in advance.

ARTICLE 24

INVOLUNTARY CARRY-OVER OF VACATION

24.01. Employees may not be paid for vacation leave carried over in excess of twenty-five (25) working days except as indicated in previous Article. In the event an employee is out on Worker's Compensation and is unable to use his vacation leave, in order to avoid forfeiture it shall be converted to sick leave and may be used in a manner described in Section 19.

24.02. The Department Head or his/her designee shall be required to grant vacations in such a way as to avoid forfeiture.

ARTICLE 25

BEREAVEMENT LEAVE

25.01. In the event of the death of a spouse, or child, paid leave of up to one calendar week will be granted. For bereavement leave purposes other person will be defined as a person residing with the employee for one year or more before the date of request. The employee must have advised the Human Resources Department of the name of that person to be entitled to the same one week benefit as a significant other.

25.02. In the event of a death of a member of the immediate family of any employee, the employee will be granted paid leave of up to three working days. Immediate family is defined as an employee's mother, father, step-parent, foster parent, step-child, foster child, sister, brother, step-sister, step-brother, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

25.03. 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.

25.04. 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.

25.05. Bereavement leave shall not be charged or deducted from sick, personal or vacation leave.

25.06. For the purposes of attending a funeral service employees shall be entitled to receive one (1) "floater" bereavement day per contract year. Such floater day may be used to extend the leave available under 25.01, 25.02 and 25.03. In addition, such day may be used to apply to services involving the death of a cousin. In order to receive such additional day, a unit member may be required to furnish Human Resources with a copy of the appropriate obituary.

ARTICLE 26

REST PERIODS

26.01. During the normal work day, clerical employees shall be granted one (1) fifteen (15) minute break which shall be scheduled by the Department Head or their designee. An employee may not defer taking their break for the purpose of extending the lunch period or shortening the

work day. The City agrees to a letter of practice regarding the availability of afternoon breaks. The City also agrees that clerical employees enjoy the practice of a second break in the other one-half shift and scheduled by the department head at a time or times appropriate to the work schedule taking into account the needs of the City, Department and Employee.

ARTICLE 27

DRUG AND ALCOHOL FREE WORK PLACE

It is the intent and obligation of the City to:

1. Provide a drug-free/alcohol-free, health, 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 be to work on time and in appropriate mental and physical condition for work.

2. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol, on City premises or on City business is absolutely prohibited. Violations of this policy will subject an employee to disciplinary measures.

3. Drug and alcohol dependence 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. All contacts are confidential and conscientious efforts to seek help with drug and alcohol dependency will not jeopardize an employee's job.

4. 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 convictions under a criminal drug statute for violations of this policy to the 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 28

JURY PAY

28.01. An employee who serves on jury duty will continue to receive their regular pay from the City, provided the employee's department head certifies on the payroll that the employee is absent for jury duty. 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 their department head 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 employee's personal reimbursement to the City.

Employees subpoenaed by the Commonwealth or its subdivisions shall be reimbursed as if on jury duty.

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

28.03. An employee who is on jury duty for three and one-half (3 1/2) hours or less in a given day shall return to work for the remainder of their regular shift, but in no event shall the time the employee is on jury duty and the time the employee is on their regular job exceed seven (7) hours in any given day.

ARTICLE 29

MILITARY LEAVE

29.01. A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces.

29.02. 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 differences between their regular base pay and military pay received for a period of up to seventeen (17) working days in a calendar year. The reservist need only reimburse the City for days corresponding with the employee's work schedule.

ARTICLE 30

CHILDBIRTH AND MATERNITY LEAVE

A qualified employee will be able to access the following benefit for childbirth so long as she notifies the City's Department of Human Resources on or before December 31, 2017 that she is pregnant and provides medical documentation of the same:

30.01. In case of maternity an employee shall be allowed to continue working until her attending physician determines that she should take maternity leave.

Except as provided below, maternity leave shall be without pay.

When possible the employee shall give the employer two (2) week's notice prior to her last day of work.

30.02. Upon being placed on maternity leave under this article, the employee may use any sick leave and/or vacation leave credits accrued to her at her discretion. Maternity leave shall be allowed up to six (6) months and, with the approval of the department head, may be extended for

medical reasons.

30.03. Such maternity leave shall not affect the employee's right to receive vacation time, sick leave bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incidental to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.

30.04. Male employees may be granted leave of absence pursuant to Article 17 for reasons related to childbirth.

On January 1, 2018 and thereafter, the following policy shall replace Article 30 in its entirety:

ARTICLE 30

FAMILY MEDICAL AND PARENTAL LEAVE

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

ARTICLE 31

PERSONAL LEAVE

31.01. Three days for personal leave, per calendar year shall be allowed, not charged to the employee's sick leave account. These days are not cumulative. In the first year of employment, employees hired before July 1 shall receive three (3) personal days. Employees hired after July 1 shall receive one and a half (1.5) personal days. Employees shall provide a twelve (12) hour notice to the department head or designee to use such

leave, except in case of an emergency. Any unused personal leave in a calendar year shall be converted to an employee's sick leave at the end of such year.

ARTICLE 32

EDUCATIONAL ASSISTANCE PROGRAM

32.01. 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 Educational Assistance Committee of the Human Resources Department, are directly related to employment, provided funds have been appropriated for such courses by the Mayor and City Council.

32.02. All books and other educational materials paid for by the City in accordance with the first paragraph of this article shall remain the property of the City and will be returned to the department head at the conclusion of the course and retained for reference use by all employees.

32.03. The City agrees to pay examination fees, meal and travel expenses incurred by employees, who the city mandates attend short courses and examinations that will lead to certification or registrations that are required by State, Federal, or Employer for an employee's position.

ARTICLE 33

REPRESENTATION

33.01. A written list of Union stewards and other representatives shall be furnished to the City immediately after their designation and the Union shall notify the City of any changes.

33.02. The employees covered by the terms of this Agreement will be allowed to be represented

by a committee of not more than four (4) Union members.

33.03. One (1) member of this bargaining unit will be allowed to handle grievances during working hours with the express permission of the Department Head or his/her designee.

33.04. The City agrees to pay for time spent by this committeeperson during his/her regular work hours in consulting with the Department Head or designee regarding grievances. All other time spent by the committeeperson in investigating grievances shall not be paid for by the City. If in the judgment of the Human Resources Director, it is determined that this privilege is being abused, it shall be withdrawn.

33.05. Additionally, the City agrees to pay the Union members for time lost from their regularly scheduled work hours in attending grievance meetings with management or at meetings called at the express request of City representatives.

33.06. When contract negotiations are held during regularly scheduled working hours, the City agrees to pay up to four (4) members of the Union bargaining committee for time lost from work. The City further agrees to pay one (1) member of the Union for time lost from work when representing the Union at arbitration proceedings during their regularly scheduled working hours.

33.07. Union leave charged to city business without loss of pay or benefits to attend meetings, conferences, etc. of parent and affiliated organizations may be granted to officers and delegates of Local 2086 up to a maximum of 10 work days per year. Such leave will not be unreasonably denied.

33.08. The City agrees to review Unit positions on an "as needed" basis.

ARTICLE 34

LONGEVITY PLAN

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

A. Upon completion of five (5) years of continuous service a sum of one hundred dollars ($100.00) shall be added to the employee's pay once a year and once each year thereafter through the ninth (9th) year of continuous service the employee shall receive a longevity payment of $100.00.

B. Upon completion of ten (10) years of continuous service a sum of five hundred dollars ($500.00) shall be added to the employee's pay once a year and once each year thereafter through the fourteenth year of continuous service the employee shall receive a longevity payment of $500.00.

C. Upon completion of fifteen (15) years of continuous service a sum of six hundred dollars ($600.00) shall be added to the employee's pay once a year and once each year thereafter through the nineteenth year of continuous service the employee shall receive a longevity payment of $600.00.

D. Upon completion of twenty (20) years of continuous service a sum of seven hundred dollars ($700.00) shall be added to the employee's pay once a year and once each year thereafter through the twenty-fourth year of continuous service the employee shall receive a longevity payment of $700.00.

E. Upon completion of twenty-five years of continuous service a sum of eight hundred dollars ($800.00) shall be added to the employee's pay once a year and once each year thereafter the employee shall receive a longevity payment of $800.00.

F. Upon completion of thirty years of continuous service a sum of nine hundred dollars ($900.00) shall be added to the employee's pay once a year and once each year thereafter

the employee shall receive a longevity payment of $900.00.

G. Upon completion of thirty-five years of continuous service a sum of one thousand ($1,000.00) shall be added to the employee's pay once a year and once each year thereafter the employee shall receive a longevity payment of $1,000.00.

34.02. In case a temporary or provisional employee becomes a permanent employee with no break in service, for purposes of this article the employee's date of employment shall be the date of first employment as a temporary or provisional 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.

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

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

34.05. 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 employee's occupation in the service of the City, other employment during such leave shall not affect the employee's effective employment date.

34.06. 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.

34.07. 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.

34.08. Longevity compensation shall be construed as regular compensation for the purpose of retirement benefits.

34.09. Part time (20+ hours/week) employees shall be allowed aggregate service. The City agrees to add the current longevity table for part-time employees.

ARTICLE 35

MANAGEMENT-UNION COMMITTEE

35.01. A Labor-Management Committee comprised of all AFSCME units requiring no less than one meeting per fiscal quarter shall discuss matters of mutual concern to all employees and the employer.

ARTICLE 36

SAFETY COMMITTEE

36.01. The City and the Union agree to the formation of a management-employee committee to be composed of Union and management employees to discuss safety matters which may be of mutual concern to the Union and the City.

ARTICLE 37

SAVINGS CLAUSE

37.01. Should any provision of this Agreement be found to be in violation of any federal or state law or Civil Service rules 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 38

PROBATIONARY AND PROVISIONAL EMPLOYEES

38.01. Members of the bargaining unit serving probationary or provisional appointments under the provisions of Mass. General Laws C.31 and rules and regulations adopted pursuant thereto shall enjoy all the benefits and privileges of the employees covered by this Agreement and shall be subject to all the obligations imposed upon employees by the terms of this Agreement except that no such employee shall be entitled to invoke the provisions of Article 8 (Grievance and Arbitration Procedures) hereof in the event the City decides to terminate the employee's employment in accordance with the provisions of the law.

38.02. Provisional employees who have worked for the City continuously for more than two years and for whose position no Civil Service examination has been given and/or no Civil Service list has been called for or established shall not be terminated until such list has been established by Civil Service and an appointment made there from, unless such termination is for cause.

38.03. An employee separated during his/her probationary period shall be afforded the opportunity for a hearing before the Human Resources Director, whose decision shall be final.

38.04. A provisional employee who has had at least nine (9) months of service and who is being separated for disciplinary reasons shall also be afforded the opportunity for a hearing before the Human Resources Director. The decision at that level will be final.

ARTICLE 39

NO STRIKE - NO LOCKOUT

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

Agreement.

39.02. No strike of any kind shall be caused or sanctioned by the Union 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 40

INDEMNIFICATION COVERAGE

40.01. 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 bargaining unit.

ARTICLE 41

ACCESS TO PREMISES AND BULLETIN BOARDS

41.01. With the approval of the Human Resources Director, or designee, the City agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, and/or Council 93 and/or Local Clerical 2086 to enter premises outside of working hours for individual discussions and with the employees during working hours when the proper investigation of a grievance so requires.

41.02. The City will permit the Union the use of facilities to conduct meetings of their organization provided such facilities have not been previously engaged and provided such meetings are held outside of scheduled working hours.

ARTICLE 42

WORKER'S COMPENSATION

42.01. In the event an employee receives compensation under the Worker's Compensation Act, the employee may apply to charge the employee's sick leave account for the difference between the compensation the employee receives and the employee's 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.

42.02. Employees who are injured and carried under Worker's Compensation, will be allowed to continue the accumulation of vacation leave for one year from the date of injury. Such accumulation to be available to the employee upon return to work.

ARTICLE 43

MISCELLANEOUS PROVISIONS

43.01. The City agrees to provide the Union with six (6) legible contracts after signing.

43.02. An employee shall not be required to use their own motor vehicle in the course of their employment. If an employee should use their own motor vehicle with the knowledge and consent of their Supervisor, they shall be reimbursed for mileage as outlined in 43.03.

43.03. Employees covered by this Agreement will be paid at the rate authorized by the City for the use of any privately owned conveyance for any travel in-state or out-of-state, incurred in the performance of their duties for the City. Employees will be expected to maintain a log showing the distance of any such trip, the place traveled, and the purpose of the trip. The City agrees to review and establish the authorized travel allowance reimbursement rate every year. The rate shall be based upon the IRS standard deduction rate. Each Department must be notified of this

rate by January of each year so it can be used in formulating their departmental budgets. Bargaining unit employees shall be reimbursed for transportation expenses at the IRS applicable on January 1st of each contract year (see attached travel form).

43.04. The City hereby agrees to make parking available at no cost to employees.

43.05. If the Mayor calls a delay or closure, the employee will receive his/her regular pay. If after a delay, an employee is unable to report to work, the remaining hours in the regularly scheduled work day may be charged to personal, vacation, compensatory time or no pay.

43.08. Upon receipt the City agrees to reimburse, the full time Communications Coordinator, an amount up to $75.00 annually for footwear.

43.09. The City agrees that when existing weather conditions create unsafe conditions every reasonable effort will be made by the Parking Division Manager to reassign parking enforcement officers to a safe environment for the remainder of the shift.

43.10. The parties to this agreement hereby agree to adopt through reference and implement the City of Northampton's Sexual Harassment policy as written.

43.11. City agrees to pay to each unit member a match of what his/her City-sponsored health insurance pays, up to a maximum of $100.00 annually, towards and employee's individual gym membership. In order to receive the match, and employee must provide a receipt of the health insurance company's reimbursement.

ARTICLE 44

CLASSIFICATION AND WAGE SURVEY

44.01. The City will conduct a wage and classification study during the term of the CBA with a wage re-opener at the conclusion of the study.

ARTICLE 45

UNIFORMS FOR PARKING ENFORCEMENT OFFICERS

45.02. The Parking Enforcement Officers covered by this Agreement who are required to wear uniforms while on duty shall, in each fiscal year after the first twelve months of hire, receive an allowance of up to $450.00 for the purchase and/or maintenance of uniforms.

45.01. The City agrees to furnish each new Parking Enforcement Officer hired under the period of this contract a full uniform from the City's approved vendor in their first twelve (12) months of employment subject to the following:

A. Issue will be made "by the season".

B. Uniform items will consist of the following: two pairs of slacks, two skirts, one rain coat, one pair shoes, one jacket blouse, two black ties, one winter coat reefer, one hat, four long sleeve shirts, four short sleeve shirts, one pair gloves.

45.03. Payment for uniforms purchased shall be by invoice addressed to the City of Northampton Parking Division Manager by the City's approved vendor; such invoice to be approved by the Parking Manager. Boots, rubbers, gloves and ties shall be considered as part of the Parking Enforcement Officer's uniform.

45.04. For unit members assigned to the DPW department, the City will issue them a DPW winter coat. Such employees will also be eligible for a $25.00 allowance towards the purchase of waterproof work type boots every other fiscal year between November 1 and February 1. Receipts for the boot purchase must be submitted within thirty days of purchase and approved by the DPW Director

ARTICLE 46

PART-TIME OR INTERMITTENT EMPLOYEES

46.01. Permanent part-time employees who work regularly 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.

46.02. Temporary employees who work less than thirty calendar days shall not be considered members of the clerical bargaining unit.

46.03. Should a temporary employee exceed the thirty calendar day time limit that employee will receive all the contractual benefits effective the first full payroll period following the 30th calendar day. Should the temporary position become a permanent position the employer agrees to repost said position as a permanent position.

46.04. Should an "intermittent" employee work 1,000 hours in twelve (12) consecutive months, that employee while still being considered "intermittent" shall receive effective the next full pay roll period those benefits which a permanent employee would have received during that period.

ARTICLE 47

COMPENSATION

47.01. Salary schedules appear as Appendix A.

Union members agree to being compensated (salary/wages) on a bi-weekly basis. After implementation employees shall receive their paychecks every two weeks. The City will make

every reasonable effort to ensure that there is no more than fourteen (14) days between paychecks.

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

47.02. Adjustment to salary schedules: add $0.20 to each step on each salary scale, then:

FY2017 1.5% COLA and step movement for all eligible for steps.

FY2018 1.5% COLA and step movement for all eligible for steps.FY2019: 1.5% COLA and step movement for all eligible for steps.

To be eligible for a step on any 7/1 date, a new employee in the unit must have been employed for six months or more in their unit position. If they have not been employed for six months as of 7/1 they will not be eligible for a step until the following 7/1 date.The City and the Union agree to continue meeting through Labor/Management Committee for the purpose of resolving a system for starting employees at a step other than entry level.

ARTICLE 48

SUB-CONTRACTING

48.01. The City agrees it shall not contract out bargaining unit work if such subcontracting requires the lay off of current bargaining unit employees or the loss of present position.

ARTICLE 49

DISABILITY AND RETURN TO WORK

49.01. The City agrees to develop a light duty policy in accordance with the Americans With

Disabilities Act.

49.02. The City may require an employee, subsequent to injury or disability, to be examined by its designated physician, at City expense prior to being approved to return to work.

49.03. RETURN TO WORK/NON-WORK RELATED INJURY POLICY

When an employee is utilizing non-work related sick leave, he or she shall be permitted to return to work within thirty (30) calendar days of the date he or she stopped working upon presentation of a note from a treating physician, subject to a request from the Department Head, releasing said employee to return to full duty. The City, may at its discretion, provide the employee with a written job description of his/her position and require the employee to present it to his physician.

If an employee is out on sick leave for more than thirty (30) consecutive days and then seeks to return to duty, the City may require said employee to undergo a medical examination (at City expense) for the purpose of determining the employee's fitness for duty. The City shall endeavor to schedule an examination promptly so that the employee can return to duty (if found fit) on the date specified by the treating physician. In the event that an examination is not scheduled promptly, the City will not charge the employee's sick time account for any delay in returning to work caused by such delay.

If the treating physician and City-designated physician disagree as to the employee's fitness to return to duty, the Union and the City will jointly select a third independent physician who shall determine the employee's fitness to return at the City's expense. If the independent physician agrees that the employee may return to duty, the employee shall not have his sick leave account charged for any delay in returning to work caused by the invocation of this procedure.

49.04. The City will offer long-term disability coverage for non-work related injuries at the

employee's sole expense - through its C125 plan.

ARTICLE 50

EFFECTIVE DATE

50.01. The effective date of this Agreement is July 1, 2016.

ARTICLE 51

DURATION

51.01. This Agreement between the Employer and the Union entered into on this first day of July, 2017 shall continue in full force and effect to and including midnight June 30, 2019 and shall be continued for an additional year unless prior to November 1 preceding the termination of the contract either the Union or the Employer gives written notice to the other that it desires to amend this Agreement; such written notice shall contain a draft of any proposed amendments. During the negotiations of such proposed amendments, and until such time as a fact finder has had the opportunity to mediate any impasse, the terms of this Agreement shall remain in full force and effect. Should neither party to this Agreement send a notice as described above, this Agreement will be considered to have been automatically renewed for one (1) additional year.

ARTICLE 52

ADVANCED RETIREMENT NOTICE

52.01. An employee who provides at least one (1) year advanced notice of retirement and retires (application with Retirement Board must be submitted and letter of intent provided to Human Resources), shall receive upon retirement, a lump sum payment of $575. If the notice is at least six (6) months in advance, the employee shall receive $325. No payment shall be made for any notification less than six months prior to retirement. This provision becomes effective the first day of the month following ratification of the agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this, September 6, 2017.

FOR THE CITY OF NORTHAMPTON:

Mayor, City of Northampton

Human Resources Director

Labor Counsel

FOR AFSCME, AFL-CIO:

Local 2086, President

Local 2086

Martha Matt 9-7-2017

Council 93, Staff Rep.

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	CCLR CITY CLERI	05	GRADE 5	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2030	1.6240	16.24	422.24
01	0.0000	14.6429	117.1430	1,171.43	30,457.18
02	0.0000	15.1844	121.4750	1,214.75	31,583.50
03	0.0000	15.7461	125.9690	1,259.69	32,751.94
04	0.0000	16.3289	130.6310	1,306.31	33,964.06
05	0.0000	16.9338	135.4700	1,354.70	35,222.20
06	0.0000	17.5611	140.4890	1,404.89	36,527.14
07	0.0000	18.2120	145.6960	1,456.96	37,880.96
08	0.0000	18.8873	151.0980	1,510.98	39,285.48

07/01/2016	CCLR CITY CLERI	06	GRADE 6	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2030	1.6240	16.24	422.24
01	0.0000	15.6307	125.0460	1,250.46	32,511.96
02	0.0000	16.2091	129.6730	1,296.73	33,714.98
03	0.0000	16.8094	134.4750	1,344.75	34,963.50
04	0.0000	17.4322	139.4580	1,394.58	36,259.08
05	0.0000	18.0784	144.6270	1,446.27	37,603.02
06	0.0000	18.7486	149.9890	1,499.89	38,997.14
07	0.0000	19.4442	155.5540	1,555.54	40,444.04
08	0.0000	20.1657	161.3260	1,613.26	41,944.76

07/01/2016	CCLR CITY CLERI	07	GRADE 7	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2030	1.6240	16.24	422.24
01	0.0000	16.7762	134.2100	1,342.10	34,894.60
02	0.0000	17.3977	139.1820	1,391.82	36,187.32
03	0.0000	18.0424	144.3390	1,443.39	37,528.14
04	0.0000	18.7114	149.6910	1,496.91	38,919.66
05	0.0000	19.4055	155.2440	1,552.44	40,363.44
06	0.0000	20.1256	161.0050	1,610.05	41,861.30
07	0.0000	20.8728	166.9820	1,669.82	43,415.32
08	0.0000	21.6479	173.1830	1,731.83	45,027.58

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	CCLR CITY CLERI	08	GRADE 8	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2060.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2030	1.6240	16.24	422.24
01	0.0000	17.9953	143.9620	1,439.62	37,430.12
02	0.0000	18.6625	149.3000	1,493.00	38,818.00
03	0.0000	19.3547	154.8380	1,548.38	40,257.88
04	0.0000	20.0728	160.5820	1,605.82	41,751.32
05	0.0000	20.8182	166.5460	1,665.46	43,301.96
06	0.0000	21.5910	172.7280	1,727.28	44,909.28
07	0.0000	22.3931	179.1450	1,791.45	46,577.70
08	0.0000	23.2253	185.8020	1,858.02	48,308.52

07/01/2016	CCLR CITY CLERI	09	GRADE 9	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2030	1.6240	16.24	422.24
01	0.0000	19.2347	153.8780	1,538.78	40,008.28
02	0.0000	19.9483	159.5860	1,595.86	41,492.36
03	0.0000	20.6887	165.5100	1,655.10	43,032.60
04	0.0000	21.4569	171.6550	1,716.55	44,630.30
05	0.0000	22.2540	178.0320	1,780.32	46,288.32
06	0.0000	23.0810	184.6480	1,846.48	48,008.48
07	0.0000	23.9389	191.5110	1,915.11	49,792.86
08	0.0000	24.8289	198.6310	1,986.31	51,644.06

07/01/2017	CCLR CITY CLERI	05	GRADE 5	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2060	1.6480	16.48	428.48
01	0.0000	14.8625	118.9000	1,189.00	30,914.00
02	0.0000	15.4122	123.2980	1,232.98	32,057.48
03	0.0000	15.9823	127.8580	1,278.58	33,243.08
04	0.0000	16.5738	132.5900	1,325.90	34,473.40
05	0.0000	17.1878	137.5020	1,375.02	35,750.52
06	0.0000	17.8245	142.5960	1,425.96	37,074.96
07	0.0000	18.4852	147.8820	1,478.82	38,449.32
08	0.0000	19.1706	153.3650	1,533.65	39,874.90

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	CCLR CITY CLERI	06	GRADE 6	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2060	1.6480	16.48	428.48
01	0.0000	15.8652	126.9220	1,269.22	32,999.72
02	0.0000	16.4522	131.6180	1,316.18	34,220.68
03	0.0000	17.0615	136.4920	1,364.92	35,487.92
04	0.0000	17.6937	141.5500	1,415.50	36,803.00
05	0.0000	18.3496	146.7970	1,467.97	38,167.22
06	0.0000	19.0298	152.2380	1,522.38	39,581.88
07	0.0000	19.7359	157.8870	1,578.87	41,050.62
08	0.0000	20.4682	163.7460	1,637.46	42,573.96

07/01/2017	CCLR CITY CLERI	07	GRADE 7	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2060	1.6480	16.48	428.48
01	0.0000	17.0278	136.2220	1,362.22	35,417.72
02	0.0000	17.6587	141.2700	1,412.70	36,730.20
03	0.0000	18.3130	146.5040	1,465.04	38,091.04
04	0.0000	18.9921	151.9370	1,519.37	39,503.62
05	0.0000	19.6966	157.5730	1,575.73	40,968.98
06	0.0000	20.4275	163.4200	1,634.20	42,489.20
07	0.0000	21.1859	169.4870	1,694.87	44,066.62
08	0.0000	21.9726	175.7810	1,757.81	45,703.06

07/01/2017	CCLR CITY CLERI	08	GRADE 8	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2060.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2060	1.6480	16.48	428.48
01	0.0000	18.2652	146.1220	1,461.22	37,991.72
02	0.0000	18.9424	151.5390	1,515.39	39,400.14
03	0.0000	19.6450	157.1600	1,571.60	40,861.60
04	0.0000	20.3739	162.9910	1,629.91	42,377.66
05	0.0000	21.1305	169.0440	1,690.44	43,951.44
06	0.0000	21.9149	175.3190	1,753.19	45,582.94
07	0.0000	22.7290	181.8320	1,818.32	47,276.32
08	0.0000	23.5737	188.5900	1,885.90	49,033.40

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	CCLR CITY CLERI	09	GRADE 9	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2060	1.6480	16.48	428.48
01	0.0000	19.5232	156.1860	1,561.86	40,608.36
02	0.0000	20.2475	161.9800	1,619.80	42,114.80
03	0.0000	20.9990	167.9920	1,679.92	43,677.92
04	0.0000	21.7788	174.2300	1,742.30	45,299.80
05	0.0000	22.5878	180.7020	1,807.02	46,982.52
06	0.0000	23.4272	187.4180	1,874.18	48,728.68
07	0.0000	24.2980	194.3840	1,943.84	50,539.84
08	0.0000	25.2013	201.6100	2,016.10	52,418.60

07/01/2018	CCLR CITY CLERI	05	GRADE 5	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2091	1.6730	16.73	434.98
01	0.0000	15.0854	120.6830	1,206.83	31,377.58
02	0.0000	15.6434	125.1470	1,251.47	32,538.22
03	0.0000	16.2220	129.7760	1,297.76	33,741.76
04	0.0000	16.8224	134.5790	1,345.79	34,990.54
05	0.0000	17.4456	139.5650	1,395.65	36,286.90
06	0.0000	18.0919	144.7350	1,447.35	37,631.10
07	0.0000	18.7625	150.1000	1,501.00	39,026.00
08	0.0000	19.4582	155.6660	1,556.66	40,473.16

07/01/2018	CCLR CITY CLERI	06	GRADE 6	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2091	1.6730	16.73	434.98
01	0.0000	16.1032	128.8260	1,288.26	33,494.76
02	0.0000	16.6990	133.5920	1,335.92	34,733.92
03	0.0000	17.3174	138.5390	1,385.39	36,020.14
04	0.0000	17.9591	143.6730	1,436.73	37,354.98
05	0.0000	18.6248	148.9980	1,489.98	38,739.48
06	0.0000	19.3152	154.5220	1,545.22	40,175.72
07	0.0000	20.0319	160.2550	1,602.55	41,666.30
08	0.0000	20.7752	166.2020	1,662.02	43,212.52

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2018	CCLR CITY CLERI	07	GRADE 7	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2091	1.6730	16.73	434.98
01	0.0000	17.2832	138.2660	1,382.66	35,949.16
02	0.0000	17.9236	143.3890	1,433.89	37,281.14
03	0.0000	18.5877	148.7020	1,487.02	38,662.52
04	0.0000	19.2770	154.2160	1,542.16	40,096.16
05	0.0000	19.9920	159.9360	1,599.36	41,583.36
06	0.0000	20.7339	165.8710	1,658.71	43,126.46
07	0.0000	21.5037	172.0300	1,720.30	44,727.80
08	0.0000	22.3022	178.4180	1,784.18	46,388.68

07/01/2018	CCLR CITY CLERI	08	GRADE 8	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2060.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2091	1.6730	16.73	434.98
01	0.0000	18.5392	148.3140	1,483.14	38,561.64
02	0.0000	19.2265	153.8120	1,538.12	39,991.12
03	0.0000	19.9397	159.5180	1,595.18	41,474.68
04	0.0000	20.6795	165.4360	1,654.36	43,013.36
05	0.0000	21.4475	171.5800	1,715.80	44,610.80
06	0.0000	22.2436	177.9490	1,779.49	46,266.74
07	0.0000	23.0699	184.5590	1,845.59	47,985.34
08	0.0000	23.9273	191.4180	1,914.18	49,768.68

07/01/2018	CCLR CITY CLERI	09	GRADE 9	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 1.5000%
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.2091	1.6730	16.73	434.98
01	0.0000	19.8160	158.5280	1,585.28	41,217.28
02	0.0000	20.5512	164.4100	1,644.10	42,746.60
03	0.0000	21.3140	170.5120	1,705.12	44,333.12
04	0.0000	22.1055	176.8440	1,768.44	45,979.44
05	0.0000	22.9266	183.4130	1,834.13	47,687.38
06	0.0000	23.7786	190.2290	1,902.29	49,459.54
07	0.0000	24.6625	197.3000	1,973.00	51,298.00
08	0.0000	25.5793	204.6340	2,046.34	53,204.84

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

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American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
20 Maple Street, Springfield, MA 01103 (413) 732-5122

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

UNION COPY

BY: .....
(Name of Employee - Please Print)

TO: .....
(Name of Employer - Please Print)

Effective ....., I hereby request and authorize you to deduct from my
(Date)

earnings each ..... the amount of $..... This amount shall be paid to the
(Payroll Period)

treasurer of AFSCME Local Union No. ..... and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Union Dues structure.

Date ..... Signature .....
Street ..... Home Tel. # (.....) .....
City ..... State ..... Zip .....
Dept/Div/Facility .....
Work Location .....
Job Title .....
Social Security #..... Job Code #.....
Unit #..... Employee Payroll #.....

F-100 73

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
20 Maple Street, Springfield, MA 01103 (413) 732-5122

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

EMPLOYER'S COPY

BY: .....
(Name of Employee - Please Print)

TO: .....
(Name of Employer - Please Print)

Effective ....., I hereby request and authorize you to deduct from my
(Date)

earnings each ..... the amount of $..... This amount shall be paid to the
(Payroll Period)

treasurer of AFSCME Local Union No. ..... and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Union Dues structure.

Date ..... Signature .....
Street ..... Home Tel. # (.....) .....
City ..... State ..... Zip .....
Dept/Div/Facility .....
Work Location .....
Job Title .....
Social Security #..... Job Code #.....
Unit #..... Employee Payroll #.....

F-100 73

 Attachment A

Glenda Stoddard <gstoddard@northamptonma.gov>

PEO Scheduling Around Holidays

1 message

Susan Wright <swright@northamptonma.gov> Tue, Nov 5, 2013 at 3:35 PM
To: Glenda Stoddard <gstoddard@northamptonma.gov>, Layla Taylor <LTaylor@sullivanandhayes.com>, Lissa Lampron <llampron@northamptonma.gov>, David Molnar <dmolnar@northamptonma.gov>

I consulted with the Mayor and this is coverage he wants to have for the following holidays:

Day before Thanksgiving - PEO's will get a half day holiday - coverage will end at 2:30 pm

Day after Thanksgiving - Two PEO's will be on from 8 am - 6 pm - they will get holiday pay plus time and a half for working the holiday

Christmas Eve - There will be no PEO coverage on Christmas Eve for the entire day - free parking all day

New Year's Eve - PEO's will get a half day holiday - coverage will end at 2:30 - tickets will stop at noon, however, with tickets only issued for handicap and hydrant violations from noon to 2:30. This should coincide with First Night events.

With regard to George Beaupre - the 50% PEO and 50% Parking Maintenance, I have talked with David Pomerantz and this is the coverage he wants to have for the following holidays:

Day before Thanksgiving - George will get a half day holiday but will work the first 3.50 hours of his shift - from 3:30 to 7:00

Day after Thanksgiving - George will work his regular shift 3:30 to 11:00 - he will get holiday pay plus time and half for working the holiday

Christmas Eve - George will get the holiday and will not have to work

New Year's Eve - George will get a half day holiday but will work the first 3.5 hours of his shift from 3:30 to 7:00 (or the shift can be moved up to 2:30 - 6:00 so that he will take over after the PEO"s are done at 2:30). Again, only tickets for hydrant and handicapped violations from noon onward on New Year's Eve

Please let me know ASAP if this doesn't line up with what we discussed. thanks, Susan

Susan Wright
Finance Director
City of Northampton
210 Main Street
Northampton, MA 01060

413-587-1255

(City of Northampton E-mail is a public record except when it falls under one of the specific statutory exemptions.)

RECEIVED
AUG 2 8 2017

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTHAMPTON AND AFSCME, LOCAL #2086, STATE COUNCIL 93

The City of Northampton and AFSCME, Local #2086 agree to the following:

The City will add a "Lead PEO" function. Any parking department unit member who is assigned to fulfill the Lead PEO function will be paid an additional amount of $2.00 per hour for all hours worked in this capacity. To qualify, the employee must be assigned to this function by Nanci Forrestall or her designee, no PEO can self-assign themselves to work in this capacity.

For City of Northampton:	Date	For AFSCME, Local #2086	Date
David Narkewicz, Mayor	9/5/17	David Molnar	
Glenda Stoddard, Director, HR	8/31/17	Martha Mott, AFSCME	8/21/2017