

**INTERNATIONAL UNION OF  
LOCAL 98, AFL-CIO**

**OPERATING ENGINEERS**

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# Collective Bargaining Agreement

between the

City of Northampton

and

The International Union of Operating Engineers,  
Local 98, AFL-CIO

Effective Dates: July 1, 2025 – June 30, 2028

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**ARTICLE 1 – PREAMBLE**

This Agreement, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 2 – RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full time and regular part-time employees employed by the City of Northampton that were part of certification MCR-4825, excluding all professional employees, all clerical employees, all supervisory employees, all managerial, confidential and casual employees, all intermittent employees working less than 20 hours per week, all seasonal employees, and employees for the City of Northampton who are part of other units (the “DPW Operational, Water Treatment and Distribution, Wastewater, FPC and Central Service Custodial Workers Unit”). certified as the bargaining unit as set forth in the Commonwealth of Massachusetts State Labor Relations Commission Case MCR-4825. Excluded by that Agreement were all clerical employees, all supervisory employees and all managerial, confidential and casual employees.

By mutual agreement of the City and Union, the following employees are also excluded from the bargaining unit:

Excluded from the bargaining unit are all so-called “intermittent” employees working less than twenty (20) hours per week. It is also agreed and understood that seasonal employees are not included in the bargaining unit.

**ARTICLE 3 – MANAGEMENT RIGHTS**

Nothing in this Agreement shall limit the City in the exercise of its functions of management and in the direction and supervision of the City's business. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote; discipline or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; determine standards of proficiency and competency in job performance; determine employee physical fitness standards; except where any such rights are especially modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the City, acting through its Mayor, Director of Public Works, Director of Central Services or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department of Public Works (DPW) and Central Services Department herein after referred to as Departments.

By way of example, but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Departments;
- to determine the organization of the Departments, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions of employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Departments' operations are to be carried out;
- to manage and direct employees of the Departments;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used and the attire to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;
- to establish or modify work schedules and the number and selection of employees to be assigned;
- to enforce existing rules and regulations for the governance of the Departments and to add to or modify such regulations as it deems appropriate;
- to suspend, demote, discharge or take other disciplinary action against employees for just cause, and to determine its internal security practices.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not listed in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver of any such right.

The failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon at a later date as evidence of the fact that such obligations or responsibilities do not exist.

Management reserves and retains the right to issue rules and regulations governing the operation of the Departments and the duties of employees; provide, however, that such rules and regulations shall not be in violation of the express provisions of this Agreement.

**ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE**

4.01 Any grievance or dispute which may arise between the Employer and employee or the Union regarding the interpretation or application of any provision of this Agreement shall be settled according to the procedures set forth in this article.

Step 1. The Union steward and/or representative, with or without the aggrieved employee, will present the grievance orally to the employee's immediate supervisor within fourteen (14) calendar days, excluding holidays and weekends, of the occurrence giving rise to the grievance. The supervisor may attempt to adjust the grievance informally, however, any such adjustment is subject to approval by the Director, or the Director's designee. The supervisor will respond within seven (7) days of the receipt of the grievance.

Step 2. If the grievance is not resolved informally the employee may within ten (10) days of the response to the informal presentation reduce the complaint or dispute to writing. Such writing must state what express provisions of the collective bargaining agreement have allegedly been violated. Such written grievance must be submitted on a form mutually agreed to by the Employer and Union and should be submitted to the employee's immediate supervisor outside of the bargaining unit. A conference between the parties may be held within five (5) calendar days, excluding weekends and holidays, following the date the formal grievance was presented. The supervisor, or their designee, shall give a decision to the Union within seven (7) calendar days following such conference.

Step 3. If the grievance is not resolved at Step 2, the grievance shall be submitted within ten (10) calendar days to the Department Head or their designee. The Department Head, or designee, will issue a decision within ten (10) calendar days of the presentation of the grievance.

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

Step 4. If the parties are unable to resolve the grievance to their mutual satisfaction, such grievance shall be submitted, within ten (10) business days of the issuance of a decision in Step 3, for grievance mediation to the Massachusetts Board of Conciliation and Arbitration. The parties shall share equally in the grievance mediation filing cost.

Step 5. If the grievance has not been satisfactorily settled after the procedures set forth have been exhausted, the Union or the Employer, as the case may be, may submit the grievance to arbitration within thirty (30) calendar days after the date the final decision in Step 4 of the Grievance Procedure is due. The party wishing to refer the matter to arbitration shall so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration

Unless otherwise agreed by the parties within fourteen (14) calendar days from the date of the filing of the demand for arbitration, the arbitration proceeding will be conducted under the then applicable rules of the American Arbitration Association's Voluntary Labor Arbitration Rules. The arbitrator's decision shall be rendered in writing as soon as possible after the arbitration hearing and shall be considered final and binding on the City, the grievant(s), and the Association. The arbitrator shall not have the right to add to, amend or alter the terms of the collective bargaining agreement. The cost of the arbitration shall be borne equally by the City and Local 98.

The parties hereto shall share equally in the cost of the arbitration proceeding.

All grievances after Step Two shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

If at the end of the two calendar weeks next following the occurrence, or reasonable knowledge, of the occurrence of the grievable action/event the grievance has not been presented at Step 1 of the procedure outlined in this Article, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the grievance to the next step in this procedure by the Union shall not have been taken within the times specified above.

If the Employer does not respond as specified herein, in the designated time frames, the Union may, at its option, move the grievance to the next step.

- 4.02 The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he or she shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
- 4.03 Reserved.
- 4.04 The arbitrator shall be without power to make any decision that violates the laws of the Commonwealth of Massachusetts.
- 4.05 The decision of the arbitrator shall be final and binding upon the parties.
- 4.06 In the event of a disciplinary action involving any method set forth under Chapter 31, Section 41 of the Massachusetts General Laws, and subsequent to a hearing before the Appointing Authority (or designee), 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 Step 5, above. Such appeal shall be the exclusive remedy pursuant to the provisions of Massachusetts General Laws, Chapter 150E, Section 8, as amended.
- 4.07 Any of the time limits outlined in this Article may be extended by mutual agreement.
- 4.08 Any grievance mediation or arbitration hearing shall be held in the City of Northampton, Massachusetts, unless mutually agreed otherwise.

#### **ARTICLE 5 – NONDISCRIMINATION**

- 5.01 The Employer and Union agree not to discriminate against any person covered by this Agreement, with respect to their employment, because of race, creed, religion, color, sex, age, handicap, sexual orientation, national origin, genetic information, ancestry or on the basis of an employee's military service or obligation. The parties acknowledge that it is the City's policy that employees are prohibited from illegal discrimination against any person with whom they come in contact with during the course of their employment based on such person's race, creed, religion, color, sex, age, handicap, sexual orientation, or national origin.
- 5.02 The parties agree to adopt the City of Northampton's Equal Employment Opportunity Anti-Discrimination & Harassment Policy (including Sexual Harassment) and to incorporate the terms

of such policy, as revised from time to time due to changes in the applicable law, into this Agreement. Whenever the policy is revised as to content, the City agrees to furnish a copy of the revised policy to the Union.

**ARTICLE 6 – UNION DUES**

6.01 Employees of the bargaining unit may voluntarily agree to authorize payroll deductions for the purpose of paying Union dues. Union membership and payment of dues is voluntary and not a condition of employment with the City. Any employee desiring to join the Union and have Union dues deducted shall execute a written assignment in the form listed below:

Name \_\_\_\_\_

Soc. Sec. [last 4 numbers] \_\_\_\_\_

Date of Birth:

\_\_\_\_\_

**I.U.O.E.—Local 98 AUTHORIZED WAGE DEDUCTION**

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In exchange for obtaining the benefit of exclusive representation by Local 98, I authorize my employer(s) to deduct from my wages all union dues and other fees and assessments as shall be certified by Local 98. This authorization is irrevocable for a period of one year and year to year thereafter regardless of my membership status, unless not less than thirty (30) days and not more than forty-five (45) days prior to the anniversary date of this authorization or the termination of the contract between my employer and the union, whichever comes first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. Local 98 is authorized to use this authorization with my current employer and with any other employer in the event I change employers or obtain additional employment.

Signature \_\_\_\_\_ Telephone \_\_\_\_\_

Address: \_\_\_\_\_ City/Town:

\_\_\_\_\_ Zip Code: \_\_\_\_\_

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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 as soon as reasonably possible in 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.

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

**ARTICLE 7 – [Reserved for Future Use]**

**ARTICLE 8 – BULLETIN BOARDS/ACCESS TO PREMISES**

- 8.01 Upon written request of an authorized Union representative, submitted to the Director, or designee, the Union, upon receipt of authorization, may post Union notices on the bulletin boards in the buildings of the Departments.
- 8.02 A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer in writing of any change.
- 8.03 Upon prior authorization from the Director, or designee, such authorization not to be unreasonably withheld, the Employer agrees to permit a representative of the Union to enter the work premises at reasonable times solely for the purpose of investigating and/or resolving work-related grievances. It is understood and agreed that any interference with the performance of assigned work duties shall result in the withdrawal of such authorized access.
- 8.04 When contract negotiations are scheduled before 3:00 p.m. in the workday the Employer agrees to pay up to five (5) members of the Union bargaining committee for time lost from scheduled work.

**ARTICLE 9 – PROBATIONARY PERIOD**

The probationary period for new bargaining unit members shall be for a period of six (6) months, starting on their first day of employment with the unit. During this period, termination of a probationary employee is at the discretion of the City and probationary employees shall not have the right to the Arbitration procedures set forth in Article 4.

- 9.01 Members of the bargaining unit serving in their probationary period 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 4 (Grievance and Arbitration Procedures) hereof in the event the City decides to terminate their employment in accordance with the provisions of the law.
- 9.02 An employee separated during their probationary period shall be afforded the opportunity for an informal hearing before the DPW Director, or Central Services Director, or designee, whose decision shall be final.

**ARTICLE 10 – JOB SECURITY**

- 10.01 Any regular, non-probationary employee who has been dismissed or suspended shall be given a written statement of the reason(s) at the time of such action. If the employee is not covered by civil service and alleges that he or she has been dismissed or suspended unfairly, the employee may use the grievance and arbitration procedure contained herein. In such situations, the employee shall begin at Step Two of the grievance and arbitration procedure.
- 10.02 As of March 8, 2024, the City of Northampton successfully withdrew all positions in the City of Northampton from the statutory requirements of Civil Service. However, some unit members will retain Civil Service rights by operation of law. Schedule A to this agreement sets forth the names of the existing unit members hired on or before March 8, 2024 who had permanent Civil Service status (in official or labor service) at the time of the withdrawal and who will retain their tenure and other rights and benefits that they had prior to the withdrawal under M.G.L. Chapter 31, the Civil Service law.

**ARTICLE 11 – SENIORITY**

11.01 Seniority shall be based upon the length of continuous service of the employee with the City.

11.02 An employee shall lose all seniority rights pursuant to this agreement if any of the following occur:

- A. Discharge
- B. 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 leaves subject to the provisions of M.G.L. c. 31, section 38.

11.03 Seniority shall not accrue during periods of unpaid leave in excess of thirty (30) calendar days.

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

- (1) For days off, shift assignments, holidays, promotion, holidays and choice of vacation period, seniority in the bargaining unit in the classification concerned shall be used.
- (2) For layoff and recall of the work force, seniority in the classification within the bargaining unit shall be used so long as an employee demonstrates the ability to satisfactorily perform the essential functions of the position to which he or she will be assigned.
- (3) 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.

11.05 The Employer agrees to follow all applicable state laws when applying the terms of this provision.

**ARTICLE 12 – HEALTH AND WELFARE**

12.01 The City shall pay fifty percent 50% of group medical insurance indemnity plan and non-health maintenance organization (HMO) premiums.

12.02 The City shall pay eighty percent (80%) of group HMO insurance premiums.

12.03 The City agrees to make payroll deductions for group medical insurance plan premiums on a biweekly basis from the first two (2) payrolls in each month.

12.04 The City agrees to offer a basic life insurance and accidental death and dismemberment policy of \$5,000.00.

12.05 The City agrees to offer a voluntary employee dental plan.

12.06 The City agrees to offer a Section 125 Flexible Spending Account. Such account will enable employees to use pre-tax dollars to fund a wide variety of expenses (medical, daycare, etc.).

12.07 The City's employees receive health benefits through the GIC as defined by law.

**ARTICLE 13 – COMPENSATION**

13.01 Steps 1-4 will be dropped from the scales in FY26. All members on steps 1-4 in FY25 will move to step 5 in FY26.

The City agrees to a \$3.00 increase to the base effective July 1, 2025.

The City agrees to a 2.5% COLA added to base effective July 1, 2026.

The City agrees to a 2.5% COLA added to the base effective July 1, 2027.

13.02 The City agrees to pay step increases on July 1 of each year. To be eligible for a step on any July 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 July 1 they will not be eligible for a step until the following July 1 date.

13.03 The wage schedules are attached as Schedule B.

**ARTICLE 14 – UNINTERRUPTED SERVICE: NO STRIKE/NO LOCKOUT**

14.01 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out or slowdown or any job action or activity which interferes with the normal operation of the City or the withholding of services to the City of Northampton.

14.02 No lockout of employees shall be instituted by the employer during the term of this Agreement.

14.03 In the event of a work stoppage, picketing, or any other curtailment by the Union or the employees covered hereunder, the Union, by its officers and agents, shall immediately declare such work stoppage, picketing, or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the conduct and return to work. Copies of such written notices shall be furnished to the City. The Union shall do everything in its power to obtain the return to work of said employees.

14.04 In the event of any activity referred to in paragraph 14.01, any employee(s) participating in same shall be subject to disciplinary action, including immediate dismissal.

14.05 In consideration of the good faith performance by the Union of its obligations under this article, there shall be no liability on the part of the Union or its officers or agents, for any damages resulting from the unauthorized breach of the agreements contained in this article by individual members of the Union.

**ARTICLE 15 – LONGEVITY**

15.01 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 (9<sup>th</sup>) year of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, 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 (14<sup>th</sup>) year of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, the employee shall receive a longevity payment of \$500.00.
- C. Upon completion of fifteen (15) years of continuous service, a sum of one thousand hundred dollars (\$1000.00) shall be added to the employee's pay once a year and once each year thereafter through the nineteenth (19<sup>th</sup>) year of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, the employee shall receive a longevity payment of \$1000.00.
- D. Upon completion of twenty (20) years of continuous service, a sum of one thousand two hundred dollars (\$1200.00) shall be added to the employee's pay once a year and once each year thereafter through the twenty-fourth (24<sup>th</sup>) year of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, the employee shall receive a longevity payment of \$1200.00.
- E. Upon completion of twenty-five (25) years of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, a sum of one thousand five hundred dollars (\$1500.00) shall be added to the employee's pay once a year and once each year thereafter the employee shall receive a longevity payment of \$1500.00.
- F. Upon completion of thirty (30) years of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, a sum of one thousand eight hundred dollars (\$1800.00) shall be added to the employee's pay once a year and once each year thereafter the employee shall receive a longevity payment of \$1800.00.

15.02 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.

15.03 For the purpose of this article, full-time employees are those who work regularly at least thirty-five (35) hours per week.

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

15.05 Authorized paid leave of absence shall not change the effective employment date, provided the employee does not engage in other employment during such leave of absence.

15.06 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.

15.07 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.

**ARTICLE 16 – JOB POSTING AND BIDDING**

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

When a position covered by this Agreement becomes vacant, such vacancy shall, if the Employer decides to fill the position, be posted on departmental bulletin boards and the City's website. The City agrees to notify the Union's designated business agent by email to the address provided by the Union to the City's HR Director that a posting has been made by providing a copy of the posting. The Union shall update the City's HR Director of the email address for the Union's designated business agent annually by January 1<sup>st</sup>. In cases where the posting is for a position that is not covered by Civil Service rules, the posting will list the following information: pay, duties, shift, location, qualifications, closing date for applications and person to whom application should be made. If the position is not to be filled, no posting shall be required.

16.02 A unit member will not be eligible for a promotion or transfer within the unit until the initial probationary period of six (6) months referenced in Article 9 has expired.

16.03 If a unit member applies for and is awarded a vacant position, the unit member will be required to serve an additional ninety (90) day probationary period in the new position.

16.04 Notices of vacancies shall remain posted for a period of seven (7) calendar days.

16.05 The Employer shall consider the following factors when awarding such position:

- a. present ability to do the job at time of selection (physical and mental capability);
- b. work experience relevant to the position being sought;
- c. education, training and necessary licenses/certifications directly related to the duties of the vacant position;
- d. length of service within the hiring division;
- e. nature of work performance within the Department.

The Employer agrees to grant careful and due consideration to all of the above factors during the selection process.

In those situations where promotion interviews affecting Union positions are scheduled after the end of the first shift (3:00 pm), a representative of the Union shall be allowed to observe the promotional interview process. Both parties agree that such participation shall be unpaid. The Employer reserves the right not to fill any posted vacancy. If the Employer decides not to fill a vacancy, the Union will be notified of the decision within thirty (30) days of the posting date.

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

**ARTICLE 17 – TRANSFERS**

17.01 If a City employee transfers into the bargaining unit, such employee's City-wide length of service will be credited in determining entitlement to any benefits provided by this Agreement. Such employee shall be subject to a probationary period of six (6) months.

17.02 For the purpose of this Article, length of service is defined as the last date of continuous service with the City.

**ARTICLE 18 – HOURS OF WORK**

- 18.01 Except as otherwise specified in this Agreement, the regular hours of duty for full-time employees shall be forty (40) hours per week, inclusive of lunch time. The first shift shall begin between the hours of 7:00 a.m. and 9:00 a.m.; and the lunch period normally shall be scheduled between 12:00 noon and 1:00 p.m. (employees are limited to a fifteen-minute, on-site lunch period). The Employer agrees to release first shift employees at 3:00 p.m. so long as such employees are limited to a ten (10) minute on-site break during the morning and afternoon work shifts and a fifteen (15) minute on-site lunch period.
- 18.02 To the extent practicable, the normal work week shall consist of five (5) consecutive days with the regular hours of work to be consecutive.
- 18.03 Should it be necessary in the judgment of the City to establish daily or weekly work schedules departing from the normal workday or the normal work week (i.e. flextime, etc.), notice of such change shall be given to the Union as far in advance as is reasonably practicable. The City agrees that any such change will allow the employees subject to such change to have two consecutive days off, that the City will not act capriciously or arbitrarily in making such change, and that such change will not be implemented solely or principally for the purpose of avoiding the payment of routine overtime.
- 18.04 Employees required to punch time clocks shall conform to established time clock procedure.
- 18.05 Second and Third shift employees shall be granted a paid meal period of up to thirty (30) minutes within their eight (8) hour shift at a time agreeable to both parties.
- 18.06 Employees are entitled to one ten (10) minute rest period in each four (4) hour period to be taken at the job site. Rest periods are not deducted from elapsed time for a shift; therefore, skipping breaks cannot be used to shorten a work schedule or make up time.

**ARTICLE 19 – WEEKEND DIFFERENTIAL**

- 19.01 Full time employees who are regularly scheduled to work at a straight time hourly rate on a Saturday or Sunday shall be paid a differential of fifty (50) cents per hour.

**ARTICLE 20 – VOLUNTARY STANDBY, WEEKEND WATCH AND SANDING LISTS**

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

20.02 If insufficient volunteers are available, the DPW Director shall have the authority to assign bargaining unit employees to such tasks. The lists shall apply to: a. the assignment of individuals to standby status; b. the assignment of individuals to Weekend Watch involving winter storm situations; and c. the assignment of individuals to winter sanding duties after regular working hours.

Both parties agree that the available work under this section shall be filled by going down the lists 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 relevant volunteer list.

For standby coverage in each Division excluding Water, the volunteer list shall consist of each specific Division's Grade 2D equipment operators, Grade 3E equipment operators or fleet mechanics, Grade 4F foremen, Grade 5G general foremen or plant operators and the Grade 6H Wastewater Treatment Plant pretreatment coordinator, all of whom must have completed six (6) months of service within the bargaining unit. The Water Division standby volunteer list shall consist of all Water Division employees deemed qualified by the Director.

For the weekend watch, the volunteer list shall consist of any Division's Grade 2D equipment operators or maintenance technicians, Grade 3E equipment operators or fleet mechanics, Grade 4F foremen and Grade 5G general foremen, all of whom must have completed six (6) months of service within the bargaining unit.

The sanding list shall consist of all qualified DPW bargaining unit employees who have volunteered for such duty. The Union and Management agree that the "buying and selling" of emergency response overtime shifts shall not be allowed. It is further agreed that a bargaining unit member who declines his sanding shift opportunity three times shall be removed from the list at the discretion of the Director and 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.

Weekend Watch shall be weather dependent and shall be designated at the discretion of the DPW Director. In addition, the City agrees to provide notice of weekend watch by 3:00PM on Friday afternoon. In case of a holiday falling on a Friday, such notice shall be issued Thursday by 3:00PM.

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.

20.03 An employee, including any Central Service unit member, assigned to standby status shall be paid a flat rate of three hundred and twenty-five dollars (\$325.00) for a seven (7) day assignment. No splitting of standby pay shall be permitted among employees except in the event that the standby employee is separated from City service or medically incapacitated. If those

conditions apply, the standby duty shall be reassigned to another eligible employee on a pro-rata basis.

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

20.05 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.

20.06 The Parties acknowledge that employees assigned to take home vehicles as part of this Article 20 shall have the commuting value excluded from their taxable earnings. In the event that the IRS regulations change so that such income cannot be excluded, the parties agree to enter into negotiations about the impact of the IRS change. The City and Union agree that, except for those employees assigned to take home vehicles as part of their standby duties under this Article 20, no unit member may be assigned a take home vehicle under the City's take home vehicle policy.

**ARTICLE 21 – WORKING OUT OF GRADE**

21.01 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.

21.02 The hourly rate shall be the rate of pay in the new grade which is nearest but higher than the employee's present rate of pay. Assignments to out of grade positions are at management's discretion and are not subject to the grievance procedure.

21.03 When an employee is assigned temporarily to a lower graded position, he or she will continue to be paid at the employee's regular rate of pay.

**ARTICLE 22 – OVERTIME**

- 22.01 Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times the straight time hourly rate of pay for all hours worked in excess of eight (8) hours in one workday and forty (40) hours in one (1) calendar week, when such time is required to be worked by the City.
- 22.02 There shall be no pyramiding of hours under this Agreement. Thus, overtime compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
- 22.03 The City and Local 98 agree that general overtime assignments shall be fairly distributed among all employees qualified for the assignment in question. The DPW agrees to maintain a list of employees beginning with the most senior bargaining unit member and descending in order to the most junior bargaining unit member. In assigning general overtime, DPW management shall follow such list from senior to junior employee; however, management reserves the unqualified right to deviate from such list where certain qualifications are deemed necessary for the efficient completion of a work task or assignment. Wherever feasible, management agrees to select individuals for general overtime from the division within which the overtime is required.
- 22.04 An employee, after having completed his or her regularly assigned shift and after having left the place of employment, who is called back to work before the beginning of his or her next scheduled/assigned shift, shall be paid at time and one half for the entire duration of the call back and shall not be paid for fewer than three (3) hours, or four (4) hours if the call back occurs on a Sunday. If the call back occurs directly prior to the employee's regularly scheduled shift, they shall receive time and one half until the start of their regularly scheduled shift or the three (3) hour minimum (four hours on Sunday), whichever is greater. No call back time will be paid if an employee is off duty because the City declared an administrative day off.
- 22.05 Call back pay shall be paid only once in any three (3) hour period. At the discretion of the Director, additional call backs within a three (3) hour period may be approved.
- 22.06 Both parties agree that assignment of bargaining unit employees to snow removal, snow clean up and sanding shall be governed by the procedures established in this Agreement. Employees may be required to work overtime when the operational needs of the department so require. The City agrees to make a good faith effort to obtain volunteers before requiring employees to report for such duty.
- 22.07 An employee may request compensatory time in lieu of overtime payment. At the Director's discretion, such request may be granted. If granted, such compensatory time must be used within the next two (2) payroll periods at a time mutually agreeable to the employee and the Director.
- 22.08 Employees working on an actual holiday (not the day the holiday is observed by the City) shall receive four (4) hours of compensation for such service.
- 22.09 An employee is eligible for paid time off, called "recuperative sick time" when that employee is required to work a minimum of two (2) consecutive shifts (defined as sixteen (16) consecutive hours). Recuperative sick time is not charged against the employee's sick leave for disciplinary purposes in Section 30.06 of this agreement but is debited from the employee's overall sick time. The employee, before using such time, must notify the division head/direct supervisor that the employee:

- a. intends to leave the work site, and
- b. is going home on recuperative sick leave.

An employee is limited to one shift's worth (eight (8) hours) of recuperative sick leave per sixteen (16) hour assignment. Recuperative sick is exempt from the need for a medical note describing an absence.

22.10 Declaration of an Emergency: If the Mayor declares an emergency and City Hall closes, unit members who remain working during the declaration of emergency period will earn hour for hour compensatory time from the time City Hall closes until the end of their regularly scheduled shift.

**ARTICLE 23 – SHIFT DIFFERENTIAL**

- 23.01 All DPW employees working on the second shift (not Winter coverage) who are not working on an overtime basis shall be paid a differential of an additional seventy-five (75) cents per hour.
- 23.02 All DPW employees working on the third shift (not Winter coverage) who are not working on an overtime basis shall be paid a differential of an additional one (1) dollar per hour.
- 23.03 All DPW working on the second and third shift for Winter Coverage (the timeframe for Winter Coverage is determined annually in the sole discretion of the DPW Director), who are not working on an overtime basis on the second or third shift, will be paid a differential of \$2.50 per hour for the second shift and \$3.50 per hour for the third shift.
- 23.04 In order for an employee to qualify for the shift differential, an employee must actually work a minimum of two (2) hours into the established second or third shift.
- 23.05 The Union and the City agree that the City may assign DPW employees to the second or third shift, as needed.

**ARTICLE 24 – TIME CLOCK PROCEDURES**

24.01 Time clocks/timecards are used to keep accurate time and attendance records for all unit employees, in those departments where time clocks are in use. As a mechanical application, the goal of time clock use is to ensure a completely objective record-keeping process.

24.02 Employees must punch in and out for each shift worked. Employees should not punch in more than ten (10) minutes prior to starting their scheduled shift. Employees should punch out at the end of their scheduled shift. In cases of overtime, the proper supervisor must authorize the overtime before the employee may work and be paid for that time.

Should an employee forget to punch in or out, the proper supervisor will write in and initial the missed time punch.

24.03 For reporting late and/or leaving early, the break off point is five (5) minutes.

- 0-5 minutes – no deduction
- 5-15 minutes – ¼ hour deduction
- 15-30 minutes – ½ hour deduction      30-45 minutes – ¾ hour deduction
- 45-60 minutes – 1 hour deduction

Exceptions to attendance are made in quarter (¼) hour increments. Reporting late for a period of less than five (5) minutes will not result in docking, but repeated tardiness will result in the imposition of progressive disciplinary action. Similarly, although leaving work early for a period of less than five (5) minutes will not automatically result in docking, such early leaving may result in disciplinary action. The City, depending on the facts of each situation, may impose discipline ranging from a warning to a suspension to discharge.

The above procedures are designed to apply corrective and progressive discipline when appropriate (e.g. tardiness, leaving before end of shift). Severe or flagrant violations of normal work rules may bring about immediate suspension and/or termination, e.g. altering and/or defacing timecards, tampering with or vandalizing the time clocks, cards and associated equipment or punching another employee's time card.

24.04 Employees working scheduled overtime are required to record that work by the time clock.

Supervisors have the responsibility to continually monitor the timekeeping system to ensure adherence to established policies and procedures and to take appropriate action through the Department Director.

**ARTICLE 25 – CLEAN UP TIME**

25.01 Employees shall be granted a ten (10) minute personal clean-up period at the end of each work shift.

25.02 Work schedules shall be arranged so employees may take advantage of this provision.

25.03 The City shall make the required facilities available.

**ARTICLE 26 – LICENSE PAY**

26.01 The City agrees to reimburse employees for the costs of their Commercial Driver License (“CDL”), if required for their job. It shall be a condition of employment to possess a valid CDL license for all jobs which require it.

A. Employees hired after November 1, 1991, shall be reimbursed for CDL renewal costs only.

26.02 Some unit members, as a condition of their employment, shall be required to obtain and maintain, at the City's expense, additional licenses over and above the minimum entry requirements listed in the job descriptions. License pay shall be granted to these unit members as stipulated in this Article.

26.03 The City agrees to reimburse employees Grade 2D and higher for the costs of licensing including one testing fee and license renewals. The City shall fund any necessary education, including continuing education credits. Education shall be completed during normal working hours.

26.04 The Union agrees that employees receiving license pay and/or license reimbursements and/or City-funded education shall use any/all licenses as instructed for the benefit of the City to meet regulatory and/or other requirements. The Union further agrees that employees shall keep all licenses in good standing.

26.05 The Union and the City agree that unit members hired before January 1, 2019 may voluntarily opt-in to license pay. For all unit members hired, transferred or promoted after January 1, 2019, the licenses listed under Group 1, 2 and 3 of Schedule C are mandatory by Division and position and failure to obtain them within specified timelines as noted in a job offer shall be just cause for termination under this Agreement.

26.06 License pay shall be paid only for hours worked, including overtime hours.

26.07 Employees shall only be eligible for license pay within their assigned Division.

26.08 License pay schedule and requirements by Division and position are in the Attached Schedule C:

26.09 Water Distribution Truck Driver/Laborers may voluntarily acquire a D1, D2 and D3 license to receive \$0.80/hr.

26.10 Water Distribution Operators, Foremen and/or General Foremen and Water Treatment Plant Operators may voluntarily cross-train for a full complement of water licenses in both the treatment and distribution disciplines. Fully licensed Treatment Operators (T3) who wish to pursue distribution licenses will be additionally incentivized as follows: D2 and D3 \$0.60/hr. Fully licensed

Distribution Operators (D3) who wish to pursue treatment licenses will be additionally incentivized as follows: T2 and T3 \$0.60/hr.

**\$1.80 per hour for D3 license for Water Division equipment operators, foreman and general foreman.**

Bold item above is the only scenario where an employee would "double dip" and receive both a CDL B incentive and an incentive for operator licenses. Water Division General Foreman, Foreman and Equipment Operators are the only positions eligible to receive both the Group 1 CDL license pay and the Group 2 Utility Operator license pay.

26.11 Any unit employee in any Division, regardless of position, shall receive \$0.25/hr for a Class A CDL.

26.12 License pay shall commence in the payroll period following submission of proof of licensure from the granting authority once all licenses in a Division block have been obtained.

26.13 Additional licenses may be reimbursed at the discretion of the Department Director.

26.14 The City and the Union agree that there may be other certifications necessary to complete essential job functions, such as confined space entry, competent person training, CPR/First Aid, EHAP and the like. These certifications are intentionally unlisted here as industry standards frequently change. The City reserves the right to specify and require applicable training at the City's expense during normal working hours.

26.15 Unit members who work in the water treatment and water distribution divisions start receiving their license incentive pay as soon as they pass the test for licensure. It is expected that the employee will submit an application to the appropriate licensing authority to obtain their Operator in Full License as soon as they are eligible. Failure to do so will be considered a violation of Article 26.02 of the CBA and may result in termination.

**ARTICLE 27 – UNIFORMS/PROTECTIVE CLOTHING/TOOLS**

27.01 If any employee is required to wear special protective clothing, rain gear, or any type of protective device as a condition of employment, such special protective clothing, rain gear, or protective device shall be furnished to the employee by the City; the cost of maintaining the special protective clothing, rain gear, or protective device in proper working condition shall be paid by the City.

27.02 The City agrees to provide all material, equipment and training resources required to perform the duties assigned to the employees covered by this Agreement except for Fleet Maintenance employees: Fleet maintenance employees must supply their own hand tools and shall have such tools replaced by the City with a tool of equal or better quality if a tool should become lost or damaged; provided, however, that such loss or damage did not result from gross negligence of the employee.

27.03 [Reserved for future use]

- 27.04 Fleet maintenance employees shall be allowed a seven-hundred-fifty-dollar (\$750.00) allowance for the purchase of hand tools necessary to perform their job duties. Such allowance shall be in the form of a reimbursement when proof of purchase has been submitted. In order to qualify for the allowance, probationary periods referenced in Articles 16.03 and 16.08 must have expired.
- 27.05 All bargaining unit employees covered under this agreement shall be required to wear steel/composite toe shoes/boots at all times while on duty. A \$350.00 taxable lump sum shall be paid to each unit member annually in the first quarter of the fiscal year. The City and Union agree that failure to wear steel/composite toe shoes/boots in good condition (no holes, tears or other deficiencies) at all times while on duty shall be considered a safety violation and shall subject the employee to progressive discipline up to and including termination.
- 27.06 The City shall provide uniforms to bargaining unit members as provided in the Union uniform policy.
- 27.07 The City shall make available a two-thousand-dollar (\$2,000.00) budget per fiscal year for the purpose of providing reimbursement to bargaining unit members for prescription safety eyeglasses. The City and the Union agree that employees shall be limited to a reimbursement of up to two hundred dollars (\$200.00). 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.
- 27.08 Unit members shall immediately report defective tools and equipment to their supervisor.

**ARTICLE 28 – PART-TIME EMPLOYEES**

- 28.01 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 grade according to their length of service. Such hourly rates shall be established by pay grade. Such permanent part-time employees shall be entitled to pro-rated sick leave, holiday, vacation, and other fringe benefits provided by this contract.

**ARTICLE 29 – JURY DUTY**

29.01 An employee who serves on jury duty will continue to receive a 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.

29.02 An employee in jury duty shall be considered as being employed Monday through Friday.

29.03 An employee who is on jury duty for four (4) hours or less in a given day shall return to work for the remainder of 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 eight (8) hours in any given day.

29.04 An employee granted jury duty leave must furnish the City with acceptable proof of jury duty service (e.g., certificate or slip from the court).

**ARTICLE 30 – SICK LEAVE**

- 30.01 Sick leave shall be granted to eligible employees who are incapacitated for duty as a result of illness or non-work-related injury. Appointments for medical or dental visits may be charged to sick leave. Sick leave may not be charged, however, for any period during which the employee was not scheduled to work (leave of absence, vacation, etc.). Full time employees (those working a forty (40) hour work week) shall be credited with sick leave accrued on the basis of 2.31+ hours. Sick leave shall be accumulated without limit.
- 30.02 Regular 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.
- 30.03 An employee absent due to illness or injury must notify his or her direct supervisor as soon as possible but no later than 15 minutes after the start of the tour of duty on the first day of illness.
- 30.04 The employee must notify the supervisor at the beginning of each week indicating the anticipated length of absence unless prior arrangements have been made with the Director for a prolonged absence such as hospitalization.
- 30.05 Upon voluntary 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 their spouse or designated beneficiary; such sick leave shall be computed at their regular daily rate of pay for the number of days and fractions of a day they have of unused, earned sick leave. Such payment shall be paid at the rate of 33 1/3 % of such accumulated sick leave.
- 30.06 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 (12) 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.
- 30.07 Employees may use up to five (5) days (40 hours) of sick leave each year for the following:
- To care for ill or incapacitated members of their immediate family (e.g., an employee's child, spouse, parent or parent of spouse or anyone else under the City's bereavement policy, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care);
  - To attend a routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
  - For a victim to address the psychological, physical or legal effects of domestic violence and/or
  - To travel to and from an appointment, a pharmacy, or other location related to the purpose for which sick time was taken.
- 30.08 When an employee finds it necessary to be absent because of "routine" medical or dental appointments, the employee shall notify the supervisor two (2) weeks prior to the appointment. The notice shall include the date, time and estimated duration of the appointment. The City retains the right to deny sick leave for "routine" medical appointments if the leave will cause serious hardship for the Department.
- 30.09 Upon honorable separation from service, which may include voluntary 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 or criminal action being brought, an employee shall be entitled to receive after five (5) full years of continuous service, but less than ten (10) years, 16.76% of the value of accumulated sick leave; after ten (10) full years of continuous services, but less than fifteen (15) years, 20% and after more than fifteen (15) full years of continuous service, 25%. The employee may defer some or all of this payment into the next tax year but shall not be required to do so. All sick time payouts are subject to a maximum payment of \$5,500.00 for all bargaining unit members hired after December 31, 1986.

- 30.10 At retirement, so long as such retirement is not prompted by commission of a dishonest or criminal act that has harmed the interest of the D.P.W. or City, an employee shall be entitled to payment for accumulated but unused sick time in accordance with the following formula, but subject to a total payout cap of fifty-five hundred (\$5,500.00) dollars.

The number of accumulated but unused sick leave hours credited to an Employee at the date of his/her retirement shall be divided by three and the result shall be multiplied by the then effective rate of compensation. The product of such calculation shall be payable to the employee with his/her final paycheck. Such payout shall not exceed \$5,500.00.

The sick leave buy back may be taken as a lump sum or may, by employee option, be paid as follows: 1/2 upon date of retirement; 1/2 in the next calendar year.

The parties further agree that the \$5,500.00 cap provisions shall not apply to the bargaining unit members hired on/before December 31, 1986.

#### **ARTICLE 31 – LEAVES OF ABSENCE**

- 31.01 Unpaid leaves of absence may be granted by the Employer where an employee is ill and has exhausted their sick leave, for the purpose of taking educational courses so as to qualify for advancement within the Department of Public Works and in other instances agreeable to both parties. Such leaves shall not be granted unless there exists a reasonable expectation that such employee shall return to active duty.
- 31.02 All requests for leaves of absence shall be in writing and submitted to both the Director and the Department of Human Resources.
- 31.03 Any employee on an authorized unpaid leave of absence shall be responsible for the payment of both the employee and employer portion of the applicable health insurance premium. Employees shall not accrue benefits during such leave.

**ARTICLE 32 – PERSONAL LEAVE**

- 32.01 Three (3) days for personal leave per calendar year shall be allowed. Such days shall not be 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 two (2) personal days. Employees hired after July 1, shall receive one (1) personal day. Employees shall provide a twenty-four (24) hour notice to the Director or designee to use such leave, except in case of an unavoidable emergency. In order to qualify for the snowplow stipend in 45.09 of this agreement, five (5) days written notice for the use of such personal time must have been given. Any unused personal leave in a calendar year shall be converted to an employee's sick leave at the end of the year.

**ARTICLE 33 PARENTAL LEAVE FOR CHILDBIRTH OR ADOPTION**

33.01 In case of parental leave an employee shall be allowed to continue working until a attending physician determines that he or she should take such leave. Except as provided below, parental leave shall be without pay.

When possible, the employee shall give the employer two (2) weeks' notice prior to his or her last day of work.

33.02 All parental leaves shall be governed by the provisions of the City of Northampton's most recent Family Medical Leaves of Absence Policy. Such policy shall be regularly updated to comply with the provisions of applicable state and federal law and is hereby incorporated by reference to this agreement.

33.03 Such 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 he or she was eligible at the date of such leave, and any other advantages or rights of his/her employment incidental to his/her employment position; provided, however, that such 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 leave unless such employer so provides for all employees on an FMLA approved leave of absence.

33.04 Parental leave shall run concurrently under the provisions of M.G.L. c. 149, section 105D, and the federal Family Medical Leave Act ("FMLA").

**ARTICLE 34 – BEREAVEMENT LEAVE**

34.01 In the event of the death of a parent, spouse or child, paid bereavement leave of one calendar week will be granted.

34.02 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 brother, sister, grandchild, grandparent, step-parent, foster parent, step-child, foster child, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

34.03 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 and sister-in-law.

34.04 With the prior authorization of the Director and providing such leave will not impair/reduce the effective departmental delivery of services, an employee scheduled to work may be granted up to four (4) hours of paid leave to attend the funeral or memorial service of a deceased coworker.

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

**ARTICLE 35 – WORKER’S COMPENSATION**

- 35.01 In the event an employee receives compensation under the Worker’s Compensation Act, the employee may apply to charge their sick leave account for the difference between the compensation they receive and their 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.
  
- 35.02 Employees who are injured and carried under Workers Compensation, will be allowed to continue the accumulation of vacation leave for up to one year from the date of injury.

**ARTICLE 36 – MILITARY LEAVE**

- 36.01 A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces.
- 36.02 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 his regular base pay and military pay received for a period of up to seventeen (17) working days in a calendar year. The City need only reimburse the reservist for days corresponding with the employee's work schedule.
- 36.03 When permitted by law an employee who is called to active military duty for a period of more than thirty (30) days may, at the option of the employee, continue his or her medical coverage under the same terms and conditions provided by the contract. This option shall last for one (1) year only and must be exercised in writing by the employee by the sixtieth (60) day of the employee's active duty.

**ARTICLE 37 – EDUCATIONAL ASSISTANCE**

- 37.01 Subject to budgetary considerations, all full-time permanent city employees are eligible to participate in the City's Educational Assistance Program. A copy of the City's policy and a program application are available from the Human Resources Department.
- 37.02 The City will reimburse employees for reasonable examination fees, meal expenses and travel expenses incurred by employees selected by the Director, or designee, to attend short courses and examinations leading to job-related certifications, registrations and licenses, excluding driver's licenses, required by State and/or Federal law for the performance of duties by such employees.
- 37.03 The Director or designee, shall determine which employee(s) will be selected to attend such courses or seminar.
- 37.04 The Director or designee, may grant release time during working hours with pay to employees participating in such courses provided the employee(s) can be spared during the hours of such courses.
- 37.05 The provisions of this article shall not be subject to the grievance process.

**ARTICLE 38 – VACATION**

- 38.01 Each employee covered by this Agreement who has completed her or his probationary period shall be eligible to receive vacation leave as follows:
- A. Employees having less than four (4) full years of creditable service shall be entitled to accrue ten (10) vacation days per year, such leave to be accrued on the basis of 1.5+ hours for each week the employee is in pay status, based on a forty (40) hour work week.
  - B. Beginning with the fourth full year of creditable service, vacation leave will be accrued on the basis of 2.3+ hours for each week the employee is in pay status for employees on a forty (40) hour work week.
  - C. Beginning with the ninth full year of creditable service, vacation leave will be accrued on the basis of 3.0+ hours for each week the employee is in pay status for employees on a forty (40) hour work week.
  - D. Beginning with the fourteenth full year of creditable service, vacation leave will be accrued on the basis of 3.84+ hours for each week the employee is in pay status for employees on a forty (40) hour work week.
  - E. Full time employees who have completed fifteen (15) or more full years of creditable service shall receive twenty-five (25) vacation days per year.
- 38.02 An employee shall not begin the leave year with an accrual balance in excess of twenty-five (25) vacation days.
- 38.03 On termination an employee shall be paid for his or her outstanding vacation balance. No employee may be paid for more than twenty-five (25) accrued vacation days.
- 38.04 Regular part-time employees (those regularly scheduled to work twenty (20) or more hours per week) shall be entitled to vacation leave on a pro-rated basis.
- 38.05 Vacations shall be scheduled insofar as practicable at times most desired by each employee; provided, however, that the final right to designate a vacation period is exclusively reserved to the City in order to insure the orderly performance of services by the Department of Public Works. Vacation leave requests must be submitted in writing at least five (5) working days in advance. The granting of such request is subject to management approval.

**ARTICLE 39 – INVOLUNTARY CARRY-OVER OF VACATION**

- 39.01 Employees shall not be paid for vacation leave in excess of twenty-five (25) days. In the event an employee is out on Worker's Compensation and is unable to use vacation leave, in order to avoid forfeiture such leave shall be converted to sick leave credit.
- 39.02 Insofar as such action does not create an undue hardship to the Department, the Director shall grant vacations in such a way as to avoid leave forfeiture.

**ARTICLE 40 – HOLIDAYS**

40.01 The following days shall be considered to be paid holidays:

- Half day before New Year’s Day as long as it is a regular workday
- New Year’s Day
- Martin Luther King Day
- Washington’s Birthday
- Patriots’ Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People’s Day
- Veterans’ Day
- Half day before Thanksgiving Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Last scheduled workday before Christmas
- Christmas Day

All bargaining unit employees, with the exception of WWTP employees, who are regularly scheduled to work on a Monday to Friday schedule shall be governed by the following:

Should a designated holiday as described in this Article fall on a Saturday then the preceding Friday shall be the recognized holiday for contract language purposes. Should a designated holiday fall on a Sunday, then the subsequent Monday shall be the recognized holiday for contract language purposes.

Wastewater Treatment Plant employees and Water Treatment Plant employees covered by this Agreement will establish a staffing plan with management for those holidays as described above to ensure that the Plant are appropriately staffed and that employees are fairly compensated pursuant to the provisions of this Article. In the event that a mutually agreeable holiday staffing plan is not established, the DPW Director will make assignments to ensure regulatory compliance and orderly operation of the plant.

40.02 In order to be eligible for holiday pay an employee must work the scheduled workday before and the scheduled workday after the designated holiday. If, however, an employee is absent on the scheduled workday before or scheduled workday after the holiday due to a bona fide illness, injury or authorized leave and the employee submits medical certification acceptable to the Employer that he or she was incapacitated from work on that day, the Employer will grant the holiday pay.

40.03 Should any holiday fall on an employee’s normal day off, the nearest scheduled workday will be considered to be the holiday.

40.04 All employees on a forty (40) hour week shall receive eight (8) hours pay at straight time for holiday pay.

40.05 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 ½) times their regular rate of pay for all hours worked.

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

40.06 An employee who is on a leave of absence will not be eligible for holiday pay.

40.07 An employee who is required to work on the fourth Thursday in November (Thanksgiving Day) or December 25 (Christmas Day) shall receive double time pay.

**ARTICLE 41 – DISABILITY AND RETURN TO WORK**

- 41.01 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 Director, or designee, 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.
- 41.02 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 schedule an examination promptly so that the employee can return to duty (if found fit) on the date specified by the treating physician. The Employee shall not have his or her sick leave account charged for any delay in returning to work caused by the invocation of this procedure.
- 41.03 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. 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.

**ARTICLE 42 – DRUG AND ALCOHOL-FREE WORKPLACE**

It is the intent and obligation of the City to:

- 42.01 Provide a drug-free/alcohol-free, healthy, safe and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to be to work on time and in appropriate mental and physical condition for work.
- 42.02 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, up to and including discharge. Employees in safety sensitive positions shall be subject to possible discharge if they fail a work-related drug test.
- 42.03 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.
- 42.04 As required by Federal law, employees directly engaged in the performance of work pursuant to the provisions of a Federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any convictions under a criminal drug statute for violations of this policy to the Human Resources Department.
- 42.05 Employees may opt for a drug/alcohol treatment program as an alternative to disciplinary action. When a situation involves a first positive test and an employee successfully completes a treatment program, the employee shall not be subject to the imposition of discipline unless the situation involves conduct of an extremely dangerous or egregious nature.

For the purpose of this Agreement the following types of behavior are deemed per se egregious: conduct that injures another employee or a member of the general public, conduct that results in property damage that exceeds one thousand dollars (\$1,000.00) or conduct that recklessly places individuals at risk of harm.

**ARTICLE 43– DEDUCTIONS FOR SAVINGS**

- 43.01 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.

**ARTICLE 44 – SAVINGS CLAUSE/ENTIRE AGREEMENT**

- 44.01 Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 44.02 The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, including any demands made by the Union during negotiations.
- 44.03 No agreement or understanding regarding the alteration of the terms or provisions of this Agreement shall bind the parties unless such matter is placed in writing and executed by both the Employer and the Union.
- 44.04 The non-performance of any of the express terms or conditions of this Agreement shall not be deemed either a waiver or a relinquishment of a contractual right by either the Employer or the Union. Both parties agree that any contractual obligation of the Employer and the Union regarding future performance shall continue in full force and effect during the term of this Agreement.
- 44.05 The parties agree that this Agreement shall be construed in conformance with state law and that all benefits and/or rights enjoyed by the employees covered by this Agreement, which are now governed by state law, not superseded by this Agreement or not in conflict with this Agreement, shall remain in full force and effect.

If any provision is declared unlawful or unenforceable by a court judgment or order, the parties agree to engage in good faith bargaining solely over the provision(s) declared unlawful or unenforceable.

**ARTICLE 45 – MISCELLANEOUS PROVISIONS**

- 45.01 Employees of the Department of Public Works shall be transported to and from the job site during working hours.
- 45.02 An employee of the Department of Public Works shall not be required to use the employee's own motor vehicle in the course of their employment.
- 45.03 The City agrees to furnish first aid kits at appropriate work sites.
- 45.04 An employee shall not be required to use their own motor vehicle in the course of their employment; however, if an employee should use their own motor vehicle with the prior knowledge and consent of their Supervisor, the employee shall be reimbursed for mileage at the rate established for the City.
- 45.05 Employees in this bargaining unit are covered by the provisions of the Federal Family Medical Leave Act ("FMLA"). Such coverage shall incorporate all amendments to such law as such amendments are enacted.
- 45.06 Employees shall be paid on a bi-weekly basis. Any employee hired after December 31, 2010 shall be required to have their paychecks directly deposited to a banking institution of their choosing.

45.07 Employees shall be bound by the provisions of the City's Discriminatory Harassment Policy.

45.08 An employee who provides at least one (1) year of advance written notice of retirement and retires (complete application must be submitted to Retirement Board), shall receive upon retirement, a lump sum payment of \$1,000.00. If the employee provides six months advance written notice and retires, the employee shall receive \$500.00 upon retirement. No payment shall be made for any notification of less than six (6) months prior to an employee's date of retirement.

45.09 Until, and unless, the DPW Director has called a critical event emergency, any employee on scheduled vacation is not required to report for plowing duty. When a critical event emergency has been declared, the City agrees to pay any employee who works on their pre-scheduled vacation day, a one-hundred-fifty dollar (\$150) stipend over and above the straight time pay for all hours worked on such vacation day. The employee will only be charged for actual hours of vacation used and retain any balance for future use. When this occurs between November 15<sup>th</sup> and December 31<sup>st</sup>, the employee will be permitted to carryover the amount of prescheduled vacation they did not use as a result of the critical event emergency to be used in the next calendar year.

#### **ARTICLE 46 – UNION BUSINESS**

Upon reasonable notification, the Employer will grant leave with straight time pay to attend to unit business during work time only for the following purposes: to attend contract negotiations on behalf of the Union with the City, to attend Step 1 to Step 3 grievance hearings held under the labor agreement that the City has scheduled during work time, to attend as a steward or union representative in witness to workplace investigatory hearings (i.e. Weingarten investigations) that are scheduled during by the City during work hours, or to attend any joint labor/management committee meetings in the event such committees are formed by the agreement of the Union and the City and are scheduled to meet during work time. No City vehicles may be used to attend to union business. The total number of unit employees who may be compensated for union business during any working day or part of any working day are five (5). The total number of working hours that may be used for union business and compensated under this article are four (4) hours per month, for a total of up to forty-eight (48) hours per year.

Prior to the beginning of the negotiations for a successor agreement, the City agrees to allow additional union leave for negotiation preparation. Five (5) unit members will be allowed four (4) days at three (3) hours per day (twelve hours per employee/forty-eight hours total)

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

**ARTICLE 47 – DURATION**

This Agreement between the Employer and the Union entered into on this \_\_\_ day of \_\_\_\_\_, 2025 for the three-year period commencing July 1, 2025 shall continue in full force and effect up to and including midnight June 30, 2028 or until written sixty (60) days’ notice of termination is given by either party, whichever date is later. No notice of termination may be effective before July 1, 2025. During the negotiation of proposed amendments of the terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_ day of \_\_\_\_\_, 2025.

FOR CITY OF NORTHAMPTON

FOR IUOE, Local 98

DocuSigned by:  
*Gina-Louise Sciarra*  
8873D88C7D0742B...

Signed by:  
*David Kazimierczak*  
8195FEEBE7294D6...

DocuSigned by:  
**Donna LaScaleia**  
6507C2C9FC47439...

\_\_\_\_\_

Signed by:  
*Charles Durham*  
52716B91AC054DD...

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Schedule A

<b>Unit Members with Civil Service Status</b> (Hired prior to March 8th, 2024)					
<b>Emp #</b>	<b>Last Name</b>	<b>First Name</b>	<b>Job Class</b>	<b>Job Class Description</b>	<b>Hire Date</b>
1056	ALLEN	JUSTIN	3820	DPW OPERATOR/SIGN ROAD MARKNG	02/16/1988
3369	ALTHOFF	JONATHAN	3005	DPW GENERAL FOREMAN	04/05/1999
222	ANTOSZ	JASON	3205	WWTP OPERATOR	09/04/2001
1072	BEAN	JONATHAN	3005	DPW GENERAL FOREMAN	12/01/2003
1945	BOU	ANGEL	3010	DPW FOREMAN	05/05/2004
2089	CADIEUX	SCOTT	3020	DPW EQUIPMENT OPERATOR	04/11/2005
2216	CAMPBELL	MATTHEW	1420	CITY CUSTODIAN	08/08/2005
2646	CAPUTO	GAYLON	3610	DPW EQUIP OP/METER REPAIR	04/09/2007
1698	CARVER	IAN	3020	DPW EQUIPMENT OPERATOR	05/14/2007
3681	CHURCH	JONATHAN	3020	DPW EQUIPMENT OPERATOR	07/02/2007
4006	COOK	CLAUDIA	3010	DPW FOREMAN	09/02/2007
4127	CORBETT	TERRY	3010	DPW FOREMAN	09/04/2007
4181	DUFFY	BRIAN	1430	MAINT/CUST FOREMAN	11/16/2007
51532	DUPRE	EDWARD	3005	DPW GENERAL FOREMAN	11/17/2008
4554	GILLETTE	KEVIN	3005	DPW GENERAL FOREMAN	03/15/2010
4668	GODBOUT	DERRICK	3850	DPW FLEET MAINT MECHANIC	03/22/2010
4951	HARPER	SCOTT	3210	WWTP MAINT FOREMAN	08/24/2011
4800	HUNTLEY	FORREST	3850	DPW FLEET MAINT MECHANIC	11/14/2012
5563	HUTCHINSON	BRUCE	1420	CITY CUSTODIAN	10/07/2013
5587	JOHNSON	CURTLEY	3005	DPW GENERAL FOREMAN	10/21/2013
5636	JONES	WARREN	1425	MAINTENANCE CUSTODIAN	12/16/2013
4686	KIROUAC	STEVEN	3620	WATER TREATMENT OPERATOR	10/05/2015
5858	KNOX	DANIEL	3020	DPW EQUIPMENT OPERATOR	10/26/2015
6532	KRAVETS	IVAN	3620	WATER TREATMENT OPERATOR	05/01/2017
6555	LAFOSSSE	JASON	3315	DPW OPERATOR/CAMERA VAN TCH	06/01/2017
51540	LAFOUNTAIN	DANIEL	3030	DPW TRUCK DRIVER LABORER	06/22/2017
6583	LEMONDE	RENEE	3010	DPW FOREMAN	07/05/2017
6647	LEWIS	SCOTT	3207	WWTP PRETREAT COORDINATOR	09/11/2017
2185	MAYSONET	JUAN	3020	DPW EQUIPMENT OPERATOR	05/21/2018
6846	MILLER	ERIC	3620	WATER TREATMENT OPERATOR	05/29/2018
6848	PHelps	ABIGAIL	3850	DPW FLEET MAINT MECHANIC	06/04/2018
7265	REGNIER	BROOKE	3020	DPW EQUIPMENT OPERATOR	12/03/2018
7267	RUIZ	JAIRO	3620	WATER TREATMENT OPERATOR	12/03/2018
5637	SANTIAGO	SAMUEL	3010	DPW FOREMAN	01/07/2019
7333	SCHEEL	MARK	1420	CITY CUSTODIAN	02/25/2019
7368	SELEVITCH	JOSEPH	3620	WATER TREATMENT OPERATOR	04/01/2019
7395	SHEA	BRENDAN	3020	DPW EQUIPMENT OPERATOR	05/06/2019

7457	SINGH	SANDEEP	3205	WWTP OPERATOR	07/29/2019
7520	SNIADACH	ZACHARY	3030	DPW TRUCK DRIVER LABORER	09/09/2019
8241	STONE	DANIEL	3090	LABORER	06/01/2021
8588	SULLIVAN	JONATHAN	3020	DPW EQUIPMENT OPERATOR	04/25/2022
8762	SULLIVAN	WILLIAM	1420	CITY CUSTODIAN	09/19/2022
7582	TORREY	ZACHARY	3020	DPW EQUIPMENT OPERATOR	01/30/2023
9265	ZIMMERMAN	BRIAN	3090	LABORER	01/31/2024

# Schedule B

EFFECTIVE DATE		GRADE				
07/01/2025		0B LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
0	\$ -	\$ -	\$ -	\$ -		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 21.46	\$ 171.66	\$ 1,716.64	\$ 44,632.64		
6	\$ 21.89	\$ 175.14	\$ 1,751.36	\$ 45,535.36		
7	\$ 22.34	\$ 178.69	\$ 1,786.87	\$ 46,458.62		
8	\$ 22.80	\$ 182.40	\$ 1,824.01	\$ 47,424.26		
9	\$ 23.27	\$ 186.20	\$ 1,861.95	\$ 48,410.70		
10	\$ 23.76	\$ 190.07	\$ 1,900.70	\$ 49,418.20		
11	\$ 24.25	\$ 194.03	\$ 1,940.25	\$ 50,446.50		
12	\$ 24.76	\$ 198.06	\$ 1,980.61	\$ 51,495.86		

EFFECTIVE DATE		GRADE				
07/01/2025		1C LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 23.20	\$ 185.57	\$ 1,855.69	\$ 48,247.94		
6	\$ 23.67	\$ 189.37	\$ 1,893.68	\$ 49,235.68		
7	\$ 24.16	\$ 193.25	\$ 1,932.54	\$ 50,246.04		
8	\$ 24.66	\$ 197.32	\$ 1,973.18	\$ 51,302.68		
9	\$ 25.18	\$ 201.47	\$ 2,014.69	\$ 52,381.94		
10	\$ 25.71	\$ 205.71	\$ 2,057.09	\$ 53,484.34		
11	\$ 26.25	\$ 210.04	\$ 2,100.36	\$ 54,609.36		
12	\$ 26.81	\$ 214.45	\$ 2,144.52	\$ 55,757.52		

EFFECTIVE DATE		GRADE				
07/01/2025		2D LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 25.12	\$ 200.94	\$ 2,009.38	\$ 52,243.88		
6	\$ 25.65	\$ 205.18	\$ 2,051.78	\$ 53,346.28		
7	\$ 26.19	\$ 209.51	\$ 2,095.06	\$ 54,471.56		
8	\$ 26.74	\$ 213.92	\$ 2,139.22	\$ 55,619.72		
9	\$ 27.30	\$ 218.43	\$ 2,184.26	\$ 56,790.76		
10	\$ 27.89	\$ 223.11	\$ 2,231.08	\$ 58,008.08		
11	\$ 28.48	\$ 227.88	\$ 2,278.78	\$ 59,248.28		
12	\$ 29.09	\$ 232.74	\$ 2,327.36	\$ 60,511.36		

EFFECTIVE DATE		GRADE				
07/01/2025		3E LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 27.24	\$ 217.90	\$ 2,178.97	\$ 56,653.22		
6	\$ 27.82	\$ 222.58	\$ 2,225.78	\$ 57,870.28		
7	\$ 28.42	\$ 227.35	\$ 2,273.47	\$ 59,110.22		
8	\$ 29.03	\$ 232.21	\$ 2,322.06	\$ 60,373.56		
9	\$ 29.66	\$ 237.24	\$ 2,372.40	\$ 61,682.40		
10	\$ 30.30	\$ 242.36	\$ 2,423.63	\$ 63,014.38		
11	\$ 30.95	\$ 247.57	\$ 2,475.74	\$ 64,369.24		
12	\$ 31.62	\$ 252.96	\$ 2,529.63	\$ 65,770.38		

EFFECTIVE DATE		GRADE				
07/01/2025		4F LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 30.70	\$ 245.63	\$ 2,456.32	\$ 63,864.32		
6	\$ 31.37	\$ 250.93	\$ 2,509.31	\$ 65,242.06		
7	\$ 32.05	\$ 256.41	\$ 2,564.07	\$ 66,665.82		
8	\$ 32.75	\$ 261.97	\$ 2,619.72	\$ 68,112.72		
9	\$ 33.46	\$ 267.71	\$ 2,677.13	\$ 69,605.38		
10	\$ 34.20	\$ 273.63	\$ 2,736.30	\$ 71,143.80		
11	\$ 34.95	\$ 279.64	\$ 2,796.38	\$ 72,705.88		
12	\$ 35.73	\$ 285.82	\$ 2,858.20	\$ 74,313.20		

EFFECTIVE DATE		GRADE				
07/01/2025		5G LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 33.38	\$ 267.01	\$ 2,670.06	\$ 69,421.56		
6	\$ 34.10	\$ 272.84	\$ 2,728.36	\$ 70,937.36		
7	\$ 34.86	\$ 278.84	\$ 2,788.43	\$ 72,499.18		
8	\$ 35.63	\$ 285.03	\$ 2,850.25	\$ 74,106.50		
9	\$ 36.42	\$ 291.39	\$ 2,913.85	\$ 75,760.10		
10	\$ 37.23	\$ 297.83	\$ 2,978.33	\$ 77,436.58		
11	\$ 38.06	\$ 304.46	\$ 3,044.57	\$ 79,158.82		
12	\$ 38.91	\$ 311.26	\$ 3,112.58	\$ 80,927.08		

EFFECTIVE DATE		GRADE				
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07/01/2025		6H LOCAL 98			
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	
1	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -	\$ -
5	\$ 36.31	\$ 290.50	\$ 2,905.02	\$ 75,530.52	\$ 75,530.52
6	\$ 37.12	\$ 296.95	\$ 2,969.50	\$ 77,207.00	\$ 77,207.00
7	\$ 37.95	\$ 303.57	\$ 3,035.74	\$ 78,929.24	\$ 78,929.24
8	\$ 38.80	\$ 310.37	\$ 3,103.74	\$ 80,697.24	\$ 80,697.24
9	\$ 39.67	\$ 317.35	\$ 3,173.53	\$ 82,511.78	\$ 82,511.78
10	\$ 40.56	\$ 324.51	\$ 3,245.06	\$ 84,371.56	\$ 84,371.56
11	\$ 41.48	\$ 331.84	\$ 3,318.38	\$ 86,277.88	\$ 86,277.88
12	\$ 42.42	\$ 339.35	\$ 3,393.46	\$ 88,229.96	\$ 88,229.96

EFFECTIVE DATE		GRADE			
07/01/2026		0B LOCAL 98			
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	
1	\$ -	\$ -	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -	\$ -	\$ -
5	\$ 21.99	\$ 175.96	\$ 1,759.56	\$ 45,748.56	\$ 45,748.56
6	\$ 22.44	\$ 179.51	\$ 1,795.14	\$ 46,673.64	\$ 46,673.64
7	\$ 22.89	\$ 183.15	\$ 1,831.54	\$ 47,620.04	\$ 47,620.04
8	\$ 23.37	\$ 186.96	\$ 1,869.61	\$ 48,609.86	\$ 48,609.86
9	\$ 23.86	\$ 190.85	\$ 1,908.50	\$ 49,621.00	\$ 49,621.00
10	\$ 24.35	\$ 194.82	\$ 1,948.22	\$ 50,653.72	\$ 50,653.72
11	\$ 24.86	\$ 198.88	\$ 1,988.75	\$ 51,707.50	\$ 51,707.50
12	\$ 25.38	\$ 203.01	\$ 2,030.12	\$ 52,783.12	\$ 52,783.12

EFFECTIVE DATE		GRADE			
07/01/2026		1C LOCAL 98			
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	

1	\$	-	\$	-	\$	-	\$	-
2	\$	-	\$	-	\$	-	\$	-
3	\$	-	\$	-	\$	-	\$	-
4	\$	-	\$	-	\$	-	\$	-
5	\$	23.78	\$	190.21	\$	1,902.08	\$	49,454.08
6	\$	24.26	\$	194.10	\$	1,941.02	\$	50,466.52
7	\$	24.76	\$	198.09	\$	1,980.85	\$	51,502.10
8	\$	25.28	\$	202.25	\$	2,022.50	\$	52,585.00
9	\$	25.81	\$	206.51	\$	2,065.06	\$	53,691.56
10	\$	26.36	\$	210.85	\$	2,108.51	\$	54,821.26
11	\$	26.91	\$	215.29	\$	2,152.87	\$	55,974.62
12	\$	27.48	\$	219.81	\$	2,198.14	\$	57,151.64

EFFECTIVE DATE		GRADE			
07/01/2026		2D LOCAL 98			
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ 25.75	\$ 205.96	\$ 2,059.62	\$ 53,550.12	
6	\$ 26.29	\$ 210.31	\$ 2,103.08	\$ 54,680.08	
7	\$ 26.84	\$ 214.74	\$ 2,147.44	\$ 55,833.44	
8	\$ 27.41	\$ 219.27	\$ 2,192.70	\$ 57,010.20	
9	\$ 27.99	\$ 223.89	\$ 2,238.87	\$ 58,210.62	
10	\$ 28.59	\$ 228.69	\$ 2,286.86	\$ 59,458.36	
11	\$ 29.20	\$ 233.58	\$ 2,335.75	\$ 60,729.50	
12	\$ 29.82	\$ 238.55	\$ 2,385.54	\$ 62,024.04	

EFFECTIVE DATE		GRADE			
07/01/2026		3E LOCAL 98			
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	

1	\$	-	\$	-	\$	-	\$	-
2	\$	-	\$	-	\$	-	\$	-
3	\$	-	\$	-	\$	-	\$	-
4	\$	-	\$	-	\$	-	\$	-
5	\$	27.92	\$	223.34	\$	2,233.44	\$	58,069.44
6	\$	28.52	\$	228.14	\$	2,281.43	\$	59,317.18
7	\$	29.13	\$	233.03	\$	2,330.31	\$	60,588.06
8	\$	29.75	\$	238.01	\$	2,380.11	\$	61,882.86
9	\$	30.40	\$	243.17	\$	2,431.71	\$	63,224.46
10	\$	31.05	\$	248.42	\$	2,484.22	\$	64,589.72
11	\$	31.72	\$	253.76	\$	2,537.64	\$	65,978.64
12	\$	32.41	\$	259.29	\$	2,592.87	\$	67,414.62

EFFECTIVE DATE		GRADE			
07/01/2026		4F LOCAL 98			
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ 31.47	\$ 251.77	\$ 2,517.73	\$ 65,460.98	
6	\$ 32.15	\$ 257.21	\$ 2,572.05	\$ 66,873.30	
7	\$ 32.85	\$ 262.82	\$ 2,628.18	\$ 68,332.68	
8	\$ 33.57	\$ 268.52	\$ 2,685.22	\$ 69,815.72	
9	\$ 34.30	\$ 274.41	\$ 2,744.06	\$ 71,345.56	
10	\$ 35.06	\$ 280.47	\$ 2,804.71	\$ 72,922.46	
11	\$ 35.83	\$ 286.63	\$ 2,866.29	\$ 74,523.54	
12	\$ 36.62	\$ 292.97	\$ 2,929.66	\$ 76,171.16	

EFFECTIVE DATE		GRADE			
07/01/2026		5G LOCAL 98			
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	

4	\$	-	\$	-	\$	-	\$	-
5	\$	34.21	\$	273.68	\$	2,736.82	\$	71,157.32
6	\$	34.96	\$	279.66	\$	2,796.57	\$	72,710.82
7	\$	35.73	\$	285.81	\$	2,858.14	\$	74,311.64
8	\$	36.52	\$	292.15	\$	2,921.50	\$	75,959.00
9	\$	37.33	\$	298.67	\$	2,986.70	\$	77,654.20
10	\$	38.16	\$	305.28	\$	3,052.78	\$	79,372.28
11	\$	39.01	\$	312.07	\$	3,120.68	\$	81,137.68
12	\$	39.88	\$	319.04	\$	3,190.40	\$	82,950.40

EFFECTIVE DATE		GRADE				
07/01/2026		6H LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 37.22	\$ 297.76	\$ 2,977.64	\$ 77,418.64		
6	\$ 38.05	\$ 304.37	\$ 3,043.74	\$ 79,137.24		
7	\$ 38.90	\$ 311.16	\$ 3,111.63	\$ 80,902.38		
8	\$ 39.77	\$ 318.13	\$ 3,181.34	\$ 82,714.84		
9	\$ 40.66	\$ 325.29	\$ 3,252.86	\$ 84,574.36		
10	\$ 41.58	\$ 332.62	\$ 3,326.19	\$ 86,480.94		
11	\$ 42.52	\$ 340.13	\$ 3,401.34	\$ 88,434.84		
12	\$ 43.48	\$ 347.83	\$ 3,478.30	\$ 90,435.80		

EFFECTIVE DATE		GRADE				
07/01/2027		0B LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 22.54	\$ 180.36	\$ 1,803.55	\$ 46,892.30		

6	\$	23.00	\$	184.00	\$	1,840.02	\$	47,840.52
7	\$	23.47	\$	187.73	\$	1,877.34	\$	48,810.84
8	\$	23.95	\$	191.64	\$	1,916.35	\$	49,825.10
9	\$	24.45	\$	195.62	\$	1,956.22	\$	50,861.72
10	\$	24.96	\$	199.69	\$	1,996.92	\$	51,919.92
11	\$	25.48	\$	203.85	\$	2,038.47	\$	53,000.22
12	\$	26.01	\$	208.09	\$	2,080.87	\$	54,102.62

EFFECTIVE DATE		GRADE			
07/01/2027		1C LOCAL 98			
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ 24.37	\$ 194.96	\$ 1,949.63	\$ 50,690.38	
6	\$ 24.87	\$ 198.96	\$ 1,989.55	\$ 51,728.30	
7	\$ 25.38	\$ 203.04	\$ 2,030.37	\$ 52,789.62	
8	\$ 25.91	\$ 207.31	\$ 2,073.06	\$ 53,899.56	
9	\$ 26.46	\$ 211.67	\$ 2,116.68	\$ 55,033.68	
10	\$ 27.02	\$ 216.12	\$ 2,161.22	\$ 56,191.72	
11	\$ 27.58	\$ 220.67	\$ 2,206.70	\$ 57,374.20	
12	\$ 28.16	\$ 225.31	\$ 2,253.09	\$ 58,580.34	

EFFECTIVE DATE		GRADE			
07/01/2027		2D LOCAL 98			
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY	
1	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	
5	\$ 26.39	\$ 211.11	\$ 2,111.10	\$ 54,888.60	
6	\$ 26.95	\$ 215.57	\$ 2,155.66	\$ 56,047.16	
7	\$ 27.51	\$ 220.11	\$ 2,201.13	\$ 57,229.38	

8	\$	28.09	\$	224.75	\$	2,247.52	\$	58,435.52
9	\$	28.69	\$	229.48	\$	2,294.84	\$	59,665.84
10	\$	29.30	\$	234.40	\$	2,344.02	\$	60,944.52
11	\$	29.93	\$	239.41	\$	2,394.14	\$	62,247.64
12	\$	30.56	\$	244.52	\$	2,445.18	\$	63,574.68

EFFECTIVE DATE		GRADE				
07/01/2027		3E LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 28.62	\$ 228.93	\$ 2,289.28	\$ 59,521.28		
6	\$ 29.23	\$ 233.85	\$ 2,338.46	\$ 60,799.96		
7	\$ 29.86	\$ 238.86	\$ 2,388.57	\$ 62,102.82		
8	\$ 30.50	\$ 243.96	\$ 2,439.62	\$ 63,430.12		
9	\$ 31.16	\$ 249.25	\$ 2,492.50	\$ 64,805.00		
10	\$ 31.83	\$ 254.63	\$ 2,546.33	\$ 66,204.58		
11	\$ 32.51	\$ 260.11	\$ 2,601.08	\$ 67,628.08		
12	\$ 33.22	\$ 265.77	\$ 2,657.70	\$ 69,100.20		

EFFECTIVE DATE		GRADE				
07/01/2027		4F LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -		
2	\$ -	\$ -	\$ -	\$ -		
3	\$ -	\$ -	\$ -	\$ -		
4	\$ -	\$ -	\$ -	\$ -		
5	\$ 32.26	\$ 258.07	\$ 2,580.67	\$ 67,097.42		
6	\$ 32.95	\$ 263.64	\$ 2,636.35	\$ 68,545.10		
7	\$ 33.67	\$ 269.39	\$ 2,693.88	\$ 70,040.88		
8	\$ 34.40	\$ 275.23	\$ 2,752.34	\$ 71,560.84		
9	\$ 35.16	\$ 281.27	\$ 2,812.66	\$ 73,129.16		
10	\$ 35.94	\$ 287.48	\$ 2,874.83	\$ 74,745.58		

11	\$	36.72	\$	293.79	\$	2,937.94	\$	76,386.44
12	\$	37.54	\$	300.29	\$	3,002.90	\$	78,075.40

EFFECTIVE DATE		GRADE				
07/01/2027		5G LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	\$ -	
5	\$ 35.07	\$ 280.52	\$ 2,805.24	\$ 72,936.24	\$ 72,936.24	
6	\$ 35.83	\$ 286.65	\$ 2,866.48	\$ 74,528.48	\$ 74,528.48	
7	\$ 36.62	\$ 292.96	\$ 2,929.60	\$ 76,169.60	\$ 76,169.60	
8	\$ 37.43	\$ 299.45	\$ 2,994.54	\$ 77,858.04	\$ 77,858.04	
9	\$ 38.27	\$ 306.14	\$ 3,061.36	\$ 79,595.36	\$ 79,595.36	
10	\$ 39.11	\$ 312.91	\$ 3,129.10	\$ 81,356.60	\$ 81,356.60	
11	\$ 39.98	\$ 319.87	\$ 3,198.70	\$ 83,166.20	\$ 83,166.20	
12	\$ 40.88	\$ 327.02	\$ 3,270.16	\$ 85,024.16	\$ 85,024.16	

EFFECTIVE DATE		GRADE				
07/01/2027		6H LOCAL 98				
STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY		
1	\$ -	\$ -	\$ -	\$ -	\$ -	
2	\$ -	\$ -	\$ -	\$ -	\$ -	
3	\$ -	\$ -	\$ -	\$ -	\$ -	
4	\$ -	\$ -	\$ -	\$ -	\$ -	
5	\$ 38.15	\$ 305.21	\$ 3,052.08	\$ 79,354.08	\$ 79,354.08	
6	\$ 39.00	\$ 311.98	\$ 3,119.83	\$ 81,115.58	\$ 81,115.58	
7	\$ 39.87	\$ 318.94	\$ 3,189.42	\$ 82,924.92	\$ 82,924.92	
8	\$ 40.76	\$ 326.09	\$ 3,260.87	\$ 84,782.62	\$ 84,782.62	
9	\$ 41.68	\$ 333.42	\$ 3,334.18	\$ 86,688.68	\$ 86,688.68	
10	\$ 42.62	\$ 340.93	\$ 3,409.34	\$ 88,642.84	\$ 88,642.84	
11	\$ 43.58	\$ 348.64	\$ 3,486.38	\$ 90,645.88	\$ 90,645.88	
12	\$ 44.57	\$ 356.53	\$ 3,565.26	\$ 92,696.76	\$ 92,696.76	

# Schedule C

	Eligible Position	Division	License	Hourly License Pay	Comments
Group 1					
CDL	General Foreman	all DPW Divisions	CDL B	2.00	license is required per job description
	Foreman	all DPW Divisions	CDL B	2.00	license is required per job description
	Fleet Maintenance Mechanic	Fleet Maintenance	CDL B	2.00	license is required per job description
	Maintenance Foreman	Wastewater Plant	CDL B	2.00	license is required per job description
	Equipment Operator	all DPW Divisions	CDL B	2.00	license is required per job description
	Maintenance Technician	Water & Wastewater Plants	CDL B	2.00	license is required per job description
	Truck Driver/Laborer	all DPW Divisions	CDL B	2.00	license is required per job description
Group 2					
Utility	Treatment Plant Operator	Water	T3 & D1	3.00	
Operators	General Foreman	Water	D3	2.80	
	Foreman	Water	D3	2.80	
	Equipment Operator	Water	D3	2.80	
	Pretreatment Coordinator	Wastewater Plant	6C	2.50	
	Treatment Plant Operator	Wastewater Plant	6C	2.50	
Group 3					
Hoisting	General Foreman & Foreman	FPC	CDL Tanker Endorsement Pesticide Applicator Hoisting Engineer 1C Hoisting Engineer 2A Hoisting Engineer 4G	0.35	group of five required
	Equipment Operator	FPC	CDL Tanker Endorsement Hoisting Engineer 1C Hoisting Engineer 2A Hoisting Engineer 4G	0.25	group of four required

General Foreman, Foreman & Equipment Operator	Sewer & Stormwater	CDL Tanker Endorsement Hoisting Engineer 1C Hoisting Engineer 2A Hoisting Engineer 4E	0.25	group of four required
General Foreman, Foreman & Equipment Operator	Streets & Solid Waste	CDL Tanker Endorsement Hoisting Engineer 1C Hoisting Engineer 2A	0.25	group of three required
General Foreman & Foreman	Fleet Maintenance	CDL Tanker Endorsement MA Vehicle Inspector Hoisting Engineer 1B Hoisting Engineer 2A Hoisting Engineer 4E Hoisting Engineer 4G	1.00	group of six required
Mechanic	Fleet Maintenance	CDL Tanker Endorsement Hoisting Engineer 1B Hoisting Engineer 2A Hoisting Engineer 4E Hoisting Engineer 4G	0.50	group of five required
General Foreman, Foreman & Equipment Operator	Water	Hoisting Engineer 1B Hoisting Engineer 2A Hoisting Engineer 4G	0.25	group of three required
Maintenance Foreman & Maintenance Technician	Water & Wastewater Plants	Hoisting Engineer 2A Hoisting Engineer 1C	0.25	group of five required

	Custodian Foreman	Central Services	Hoisting Engineer 2A Hoisting Engineer 1C	1.25	group of two required
Group 4 optional	all Local 98 positions	all DPW Divisions	CDL A	0.25	
	Treatment Plant Operator	Water	D3	0.60	must possess T3 license to be eligible
	General Foreman, Foreman & Equipment Operator	Water	T3	0.60	must possess D3 license to be eligible
	Truck Driver/Laborer	Water	D3	1.80	
	Maintenance Technician	Water	T3	2.00	

