

EXHIBIT A

Personal time counter:

Add 31.02 If a unit member's regularly scheduled hours per week are permanently increased during the calendar year, the unit member will receive an additional proportionate amount of personal time based on the number of full unused personal days remaining. For instance, an employee whose hours per week increase from 35 to 40, will receive 1 hour for each full day remaining. If the employee has less than one full personal day at the time of the change, they will not receive additional personal time for the remainder of that calendar year.



EXHIBIT B

City of Northampton, Massachusetts
Human Resources Department

07/01/2025

REMOTE WORK POLICY

PURPOSE

Employees may be eligible to participate in the Remote Work Program set forth in this policy at the discretion of their Department Head. The Remote Work Program is not intended to be utilized as a benefit; its purpose is to provide departments with flexibility as they remain committed to providing services at a high level. The City of Northampton has the right to cancel or suspend employee remote work arrangements at any time and without notice. Employees requesting remote work as an accommodation should follow procedures outlined in the *Anti-Discrimination and Harassment Policy*

APPLICATION

This policy applies to full-time and part-time employees. It excludes employees covered under a separate remote work agreement in a collective bargaining agreement, as well as employees of Northampton Public Schools and Smith Vocational High School.

ELIGIBILITY

The City recognizes that some positions cannot effectively and efficiently perform any or all essential job functions while working remotely. It is the responsibility of the department head, in consultation with the Human Resources Director, to determine if a position can efficiently and effectively perform all essential job functions remotely. The department head, in consultation with the Human Resources Director, has the discretion to permit employees to work remotely within the confines of this policy. The department head may revoke permission at any time and without notice. Likewise, the Mayor or their designee has full discretion to permit and revoke remote work for department heads.

EQUIPMENT/FURNISHINGS/OFFICE SUPPLIES

Employees own equipment:

The City of Northampton does not provide office furnishings such as desks, chairs, file cabinets, and lighting for employees who are working remotely. Employees who use their personal equipment for working remotely are responsible for the installation, repair, and maintenance of the equipment. Employees must have a reliable internet connection to work remotely, with a minimum speed of 25 Mbps for downloads and 3 Mbps for uploads.

City equipment:

City-provided equipment for remote work is limited to a laptop and docking station, and in certain cases, an office phone. Any additional devices or equipment required must be supplied by the

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employee. An employee that is working remotely does not obtain any rights to City equipment, software, or supplies provided in connection with their remote work. The employee must immediately return all City equipment, software, and supplies at the conclusion of the remote work arrangement or at the Department or City's request. An employee that is working remotely must protect City equipment, software, and supplies from possible theft, loss, and damage. While generally employees are not responsible for the loss, theft or damage to equipment whether on-site or off-site, the employee may be liable for replacement or repair of the equipment, software, or supplies in the event of negligence or intentional conduct in the event of theft, loss, or damage when it is allowed by law. Any equipment, software, files, and databases provided by the City shall remain the property of the City. An employee working remotely must adhere to all software copyright laws, and may not make unauthorized copies of any City-owned software. Employees may not add hardware or software to City equipment without prior written approval.

DATA SECURITY

Employees who use their personal equipment for remote work are responsible for the installation, repair, and maintenance of the equipment. Employees who are working remotely must understand and agree that the City is entitled to, and may access, any personal equipment used while working remotely for City business, such as a personal computer, telephone, and internet records for the sole purpose of securing City work and property. Accordingly, employees who need access to City files and records while working remotely, must maintain such files and documents on City systems. Information that is subject to public record disclosure, shall not be maintained on an employee's personal devices. This means that except in cases where it has been approved in advance by an employee's supervisor, employees who are working remotely should be working remotely from the City's IT infrastructure and not maintaining information locally on their own electronic devices. Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to City networks or databases to anyone who is not authorized to have access. All City policies, procedures and rules apply while an employee is working remotely, including policies and procedures regarding the use of computers and the internet, regardless of whether the employee is using City-provided or personal equipment. Employees must contact their supervisors if equipment, connectivity, or other supply problems prevent them from working while working remotely. Sensitive data must not be printed locally or transferred to any personal device in any form, under any circumstances. Remote employees who use personal devices for work must ensure that the devices are fully updated with the latest security patches and have up-to-date commercial antivirus and antimalware software installed. Employees working remotely must take appropriate precautions to prevent unauthorized access to sensitive data on their devices. This includes avoiding situations such as leaving a workstation unattended and unlocked, or working in environments where others can view the screen. Failure to follow security policies and procedures may result in discipline up to and including termination.

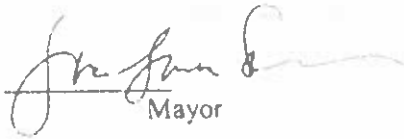
WORK SCHEDULES

While employees participating in the Program can develop arrangements with their Department Head (or in the case of Department Heads, the Mayor's office) tailored to Departmental needs, employees are expected to meet the following minimum requirements:

- Employees must carry out assigned duties, assignments, and other work obligations, including but not limited to the supervision of their subordinates when they have supervisory and/or managerial responsibilities;

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- Employees must be available to their supervisors and co-workers during work hours,
- Employees must be available to attend scheduled video meetings, conference calls and participate in other required office activities at the home office as needed.
- Employee must be available to go on-site at the direction of their supervisor, or as circumstances dictate.
- While working remotely, employees remain subject to all City employment policies and State Conflict of Interest law. During work hours, they are not permitted to perform work for third parties or engage in personal business or side jobs.



Mayor



Human Resources Director



AFSCME NEW GRADE: AFOB (FY26) PROPOSAL DATE: 8/19/2025

Position(s): Part-time Mail Clerk

Comments: The scale below does not reflect FY26 COLA.
Any negotiated COLA for FY26 would be applied to this this scale.

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9/5/25

STEP/LEVEL	HOURLY RATE
1	\$ 16.9942
2	\$ 17.3955
3	\$ 17.8080
4	\$ 18.2318
5	\$ 18.6666
6	\$ 19.1125
7	\$ 19.5696
8	\$ 20.0379
9	\$ 20.5173
10	\$ 21.0080
11	\$ 21.5096
12	\$ 22.0225

(Signature)

REMOTE WORK AGREEMENT

Employee Name: _____

Job Title: _____

Department/Division: _____

Scheduled hours (weekly): _____

Direct Supervisor: _____ Phone: _____

Department Head: _____ Phone: _____

The following constitutes an agreement of the terms and working conditions of remote work between:

[Department Head or Mayor]

[Employee]

INITIATION OF AGREEMENT

1. Employee agrees to participate in remote work and adhere to applicable guidelines and practices. Yes No
2. Employee agrees to participate in remote for an initial period not to exceed one year beginning _____ and ending _____. This agreement may be extended beyond the initial one-year period, if agreed to by the parties. If extended, the terms of this agreement should be reviewed and updated as necessary.
3. After the remote work arrangement has begun there shall be a 90-day trial period after which the situation will be reviewed and evaluated to gauge if remote working is effective.
4. Department concurs with employee participation and agrees to adhere to applicable guidelines and policies. Yes No

WORK LOCATION/SCHEDULE

1. Employee's standard/regular worksite is: _____
2. Employee's alternate worksite is:
Street Address: _____
City State Zip: _____

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3. Describe in detail the designated work area at the remote work location: _____

4. At the standard worksite, the employee's work hours will normally be:

Monday: _____ to _____ Thursday: _____ to _____
Tuesday: _____ to _____ Friday: _____ to _____
Wednesday: _____ to _____

5. At the alternate worksite, the employee's work hours will normally be:

Monday: _____ to _____ Thursday: _____ to _____
Tuesday: _____ to _____ Friday: _____ to _____
Wednesday: _____ to _____

Additional details (ex. remote work to be performed biweekly): _____

6. The recording of the Employee's time and attendance will be the same as though performing official duties at the standard worksite.

7. Supervisors will maintain a copy of this Remote Work Agreement.

WORK STANDARDS/PERFORMANCE

1. Employee will meet with the supervisor to receive assignments and review completed work as necessary or appropriate.

2. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor.

3. Employee will be held to the same job performance standards (including but not limited to accessibility during scheduled work hours) while working remotely at an alternate worksite as they are at the standard worksite.

4. Employee agrees to limit performance of his/her officially-assigned duties to the standard worksite or department approved alternate worksite. Failure to comply with this provision (e.g., working remotely at a non-approved location or worksite or not engaging in work when required during remote work hours) may result in termination of the remote agreement, and/or appropriate disciplinary action.

COMPENSATION/BENEFITS

1. All pay rates and leave accrual rates will remain as if the employee performed all work at the standard worksite.



2. Employee will be compensated according to applicable laws, CBA's and City policy for overtime work that has been requested by his her supervisor and approved in advance.

3. Employee understands that overtime work must be approved in advance by the supervisor. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his her removal from remote agreement and/or appropriate action.

4. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

EQUIPMENT/EXPENSES

1. Employee who uses City owned equipment agrees to protect such equipment in accordance with City guidelines. City owned equipment will be serviced and maintained by IT.

2. If employee provides equipment, he she is responsible for servicing and maintaining the equipment.

3. Neither the department nor the City will be liable for damages to an employee's personal or real property during the course of performance of official duties or while using City equipment in the employee's residence.

4. Neither the department nor the City will be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities) associated with the use of the employee's residence as an alternate worksite.

City owned equipment has been issued to the employee and has been documented by the Information Technology Department:

Equipment Issued	Date Issued	Equipment ID	Issued By
Computer			
Fax			
Printer			
Cell Phone			
Other:			

SAFETY

1. Employee is covered by the appropriate provisions of the City's Workers' Compensation policy if injured while performing official duties at the standard worksite or alternate worksite.



2. Employee and the appropriate Supervisory staff (or designee) shall certify that the work location is safe and free from hazards.

3. Employee shall bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate worksite while working.

4. Supervisor or designee will investigate all accident and injury reports immediately following notification and complete all related forms to ensure compliance with City Policy and Procedures.

5. Employee shall comply with any requirements and/or visits to the alternate worksite by Insurance staff to investigate any claims filed in order to determine compensability.

CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect department and/or City records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the City and/or state law, City policies, or department policy or procedure.

TERMINATION OF AGREEMENT

1. Employee may terminate participation in this Agreement at any time unless it was a condition of employment. Two weeks' notice to the supervisor is recommended.

2. Department Head (or in the case of a Department Head, the Mayor) may terminate or modify the employee's participation in the remote work program at any time.

ADDITIONAL CONDITIONS

Please outline any additional conditions agreed upon by the employee and supervisor.

APPROVALS

Employee: I agree to this Remote Work Agreement. In addition, I have reviewed all City of Northampton regulations and policies pertinent to remote work, including those related to the security of City data, systems and equipment.

Signature _____

Date _____



Department Head/Mayor: I have reviewed and approved this Remote Work Agreement.

Signature: _____ Date: _____

Information Technology Administrator: I have reviewed and approved this Remote Work Agreement.

Name: _____

Signature: _____ Date: _____

Other information to review:

Conduct Policy

Date of Initial 90-Day Review: _____

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EXHIBIT C

C

Union Access Rights

Section 1. The City will allow a duly authorized Union representative or steward reasonable occasional access to the City's premises, with ~~sufficient advance~~ prior advance notice to the HR Director, for the purpose of conferring with employees covered by this Agreement when necessary to ~~enforce this Agreement~~ investigate and/or resolve work-related grievances. Such visits with Union stewards and /or employees shall not interfere with the operations of the City and the safety and privacy of community, and employees shall remain paramount. It is understood that any interference with the performance of assigned work duties ~~shall~~ could result in the withdrawal of such authorized access.

Section 2. Insofar as practical, unpaid (an employee may use their paid vacation time, if any) time off upon reasonable advance notice will be granted for up to two (2) days per year without loss of benefits or other privileges to two (2) union delegate from the union to attend conventions of AFSCME Council 93.

~~Section 3. Upon the request of the Union, an unpaid leave of absence not to exceed one (1) year shall be granted, without loss of seniority, to one (1) employee, if such employee is elected to Council 93 Union office or appointed to a Council 93 Union position. If the unpaid leave of absence under this section is three (3) months or shorter, at the end of the leave the employee will return to their previous position or an equivalent position. For leaves of absence under this section that are in excess of three (3) months, at the end of said leave shall be returned to an available position for which management determines the employee is qualified.~~

Section 4. The Union shall be permitted to have reasonable access to the City for the purposes of the Union meeting, provided that they arrange for the space with the HR Director in advance of meeting. The Union will give no less than one (1) week prior notice to the City regarding the requested meeting date/time. Approval is at the discretion of the HR Director but will not be unreasonably denied.

Section 5. The City will provide a bulletin board in a designated employee-only area for the purposes of posting Union materials. All notices posted on the bulletin board shall be approved by the Union before posting. The Union agrees that no material shall be posted which is inflammatory, profane, obscene, defamatory, or derogatory to the City and its employees, leadership, supporters, community.

Section 6. The Union will furnish the City with a list of stewards and Union officials at the time of their election. ~~Upon reasonable request the~~ The Union will provide an updated list of stewards and officials to the HR Director, should they change.

Section 7. For the purpose of attending meeting with management regarding the investigation of, the filing of, and processing grievances, one (1) steward or other Union officer will be allowed time off with pay to attend the meeting if it occurs during business hours. If the meeting will require additional members of the bargaining unit to be in attendance, the meeting will occur while the bargaining unit employees attending the meeting are off-duty and they will not be paid for attending. If it is an arbitration hearing is scheduled during the day, necessary unit witnesses

D

will be given leave without pay but they will have the option of using accrued time. Meetings will not be scheduled at times when the attendance of employees will require the City to require other employees to work overtime to perform the duties of the bargaining unit members in attendance at the meeting.

Section 8. The City will release up to three (3) bargaining unit employees each bargaining session who are on the Union's negotiating committee - from work for up to ~~four (4)~~ two (2) hours to participate in collective bargaining unit negotiations during working hours. The parties may extend the ~~four (4)~~ two (2) hours of paid time by mutual agreement if a bargaining session continues beyond ~~four (4)~~ two (2) hours.

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EXHIBIT D

Tentative Agreement between the City of Northampton and AFSCME, Council 93

Subject to approval by the Mayor and the ratification of the Administrative Professional's unit represented by AFSCME, Council 93, the parties agree to a successor Collective bargaining agreement as follows:

1. **Duration:** 3 years from July 1, 2025 to June 30m 2028.
2. **Wages/COLAs:**

Year #1:	\$1.00 to base and 2% COLA. Retro to July 1, 2025.
Year #2:	2.5% COLA
Year #3	2.5% COLA. For those who were employed in the Bargaining Unit at the time of ratification of the CBA, and will not be able to advance a step this year #3 of the CBA, a one-time lump sum retention bonus of \$500.00 outside of the base.

Step movement for those eligible for steps each year of the CBA.

Wage and class study with reopener on wages during the life of the CBA, to be initiated by the 2nd year of the contract. The City will not ask for a the unit to give back wages already negotiated as part of Year #1 through Year #3 as set forth in this tentative agreement, immediately above.

3. **Add to Article 8.01:** "The City's management rights, including the just cause standard to be applied in cases of discipline, suspension, discharge or demotion are set forth in Article 4."
4. **Modify * in Article 8.02** so that the parties will agree to continuation of labor relations connection test for this CBA term, so the footnote on page 12 of the CBA will remain with the same except it will reference 25-28 CBA instead of 22-25 CBA.
5. **Art. 8.02.** Change the words "clerical employees" to "unit members".
6. **Art. 8.04:** Change to "Grievances under this Article shall be filed and presented by the Union on behalf of any employee or employees. While employee(s) may go to their Department Head or Human Resources with general complaints or questions, employee(s) shall not have the right to file a grievance under Article 8 independent of the Union."



7. **Art. 8.05:** Change to "Any Arbitration hearing scheduled may be held in the City of Northampton, Massachusetts, unless the parties agree to have the arbitration held on an online platform."
8. **Art. 16.05:** Minimum callback will be increased to a 4-hour minimum on Saturday and Sunday only.
9. **Add to Hours of Work, Article 20.01:** "If a unit member requests to shorten their lunch break period to ½ hour, the request must be granted at the discretion of the Department Head. The request must be submitted in writing and can be revoked by the unit member at any time in writing."
10. **Article 25.01:** Add "a person that resides in the household of the employee".
11. **Article 29:** Add language making it clear that employees on military leave get the higher of the Federal, State (if local law, it must have been adopted), City policy, or provisions of the CBA.
12. **Add to 31.02** as per Attachment A.
13. **Art. 38.04 Probationary period:** Add paragraph to provision stating the following:
 - prior to the end of the 6-month probationary period the Department Head may extend the probationary period up to 60 days. The employee will be notified of this extension, in writing, prior to the end of the 6-month probationary period.
 - Before separating a unit member during their probationary period, a Department Head will consult with the Director of Human Resources.
14. **Article 52.01:** Increase retirement notice payments from \$575 to \$750 and from \$325 to \$500.
15. **Add New Remote Work:** City's proposal from June 24, 2025 CBN session. See Attachment B.
16. **Add new Bilingual Differential of \$1,100 as follows:**



A unit member who is bilingual in a language relevant to City operations, as determined and approved by the Department Head in consultation with the Human Resources Director, shall receive a biweekly stipend of \$42.30. Unit members receiving this stipend may be required to provide translation services for other City Departments.

17. Add new Union Access Rights Article per Attachment C.

18. Add Mail Clerk to the unit, with the grade/scale per Attachment D.

For the City:



Gina-Louise-Sciarra, Mayor

Date:

7/26/25

For the Union:

Jessica Womette
AFSCME Council 23

Date:

9.23.25



9.25.25

9.25.25

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