

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOCKPORT
AND
AFSCME**

WHEREAS, the City of Lockport, New York (hereinafter "City") and the ASFCME Unit 855 (hereinafter "Union") are parties to a collective bargaining agreement covering the terms and conditions of employment for AFSCME employees of the City of Lockport, effective January 1, 2013 through December 31, 2026 (together hereinafter "the CBA"); and

WHEREAS, Article 19, Section 16 provides for stipends to employees that obtain higher operational licenses than is required for their position provided that the employee permits the City to utilize the services under the licenses when requested by the City; and

WHEREAS, the City acknowledges the need to have strong succession and contingency plans for continuous operations of vital City services that require the utilization of licenses and certifications; and

WHEREAS, the City and the Union agree that the best way to maintain a strong succession and contingency plan is to encourage and incentivize employees to obtain licenses and certifications even though they may not be necessary to their existing job title; and

WHEREAS, the Union and City desire to amend and clarify the CBA through this agreement (hereinafter the "Amendment");

NOW, THEREFORE, the City and the Union agree as follows:

1. The City agrees that it shall provide the stipends, as described in Article 19, Section 16, to each employee that obtains the specified license/certification provided that the employee allows the City to utilize the same.

2. The Union agrees that upon receiving the stipend, the employee shall not be permitted to revoke the authorization for the City's use of the license/certification.

3. The City agrees that it shall be responsible for the costs of recertification for the licenses/certifications, as provided for in Article 19, Section 16, for all employees that receive the stipend and maintain the same even if their licenses/certifications are not in the process of being actively utilized by the City.

4. All other provisions of the CBA, not herein modified, shall remain in full force and effect.

August
Dated: July 10, 2021

CITY OF LOCKPORT, NEW YORK

By: *Michelle Roman*
Michelle Roman, Mayor

AFSCME

By: *Andrew Learn*
Andrew Learn, President