

**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 "AFSCME" or "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, the Union filed two grievances dated February 25, 2022 regarding alleged contract violations as they relate to member Mark Cocco; and

WHEREAS, the grievances were denied by the supervisor and were presented to the Personnel Committee on April 5, 2022 pursuant to the CBA; and

WHEREAS, the Personnel Committee recommended that the Mayor deny the grievance as it relates to a violation of Article 9, Section 3 of the CBA by letter dated April 7, 2022; and

WHEREAS, the Personnel Committee recommended that the Mayor sustain the grievance as it relates to a violation of Article 9, Section 5 of the CBA by letter dated April 7, 2022; and

WHEREAS, the Personnel Committee recommended that Mark Cocco be returned to the position of Senior Water/Sewer Maintenance Worker on the condition that the Union acknowledges in writing that it will waive any grievances, improper practices, or other actions relative to any of their members displaced by transferring Mark Cocco back to the position of Senior Water/Sewer Maintenance Worker; and

WHEREAS, the Union and City desire to reach a comprehensive agreement resolving the two grievances and any possible implications and ramifications therefrom;

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

1. Mark Cocco shall be returned to the position of Senior Water/Sewer Maintenance Worker effective April 15, 2022.
2. Mark Cocco shall not be entitled to any salary, benefits, or otherwise for the time that he was not in the position of Senior Water/Sewer Maintenance Worker prior to April 15, 2022.
3. The Union acknowledges that by returning Mark Cocco to the position of Senior Water/Sewer Maintenance Worker, it will displace the current provisionally appointed AFSCME member Stout. The Union agrees, acknowledges and warrants that it will not seek any recourse for member Stout being displaced from this position. The Union agrees and acknowledges that it will waive any and all grievances, improper practices, or any other causes of action regarding the displacement of provisional appointee Stout.
4. The Union withdraws the grievance as it relates to a violation of Article 9, Section 3 of the CBA, filed on February 25, 2022, with prejudice.
5. This agreement settles the grievance as it relates to a violation of Article 9, Section 5 of the CBA, filed on February 25, 2022, and this matter is fully resolved.

Dated: April 9, 2022

CITY OF LOCKPORT, NEW YORK

By: Michelle Roman
Michelle Roman, Mayor

AFSCME

By: Andrew Learn
Andrew Learn, President