

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN THE CITY OF LOCKPORT  
AND THE  
CITY OF LOCKPORT UNIT 7651, LOCAL 832, CIVIL SERVICE  
EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO**

**WHEREAS**, on August 18, 2021, the City of Lockport and the City of Lockport Unit 7651, Local 832, Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO (hereinafter "CSEA") ratified a collective bargaining agreement; and

**WHEREAS**, the position Assistant Chief Operator is exclusively represented by CSEA; and

**WHEREAS**, the current Assistant Chief Operator currently holds a Class 3A license; and

**WHEREAS**, the current Assistant Chief Operator currently meets the laboratory requirements set forth by the oversight agency; and

**WHEREAS**, the Assistant Chief Operator, if so qualified, shall perform the duties of quality assurance/quality control (QA/QC) assuring that the quality of the work in the lab meets or exceeds the standards set forth by the oversight agencies and specifications of the licenses held by the City; and

**WHEREAS**, the City of Lockport and the separate Union, The Department Heads Union, must also reach an agreement to address Chief Operators positions in the Water Treatment Plant and Wastewater Treatment Plant; and

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

**NOW THEREFORE**, CSEA and the City agrees:

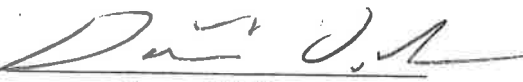
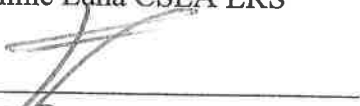
1. That the Assistant Chief Operator, if they meet the laboratory qualifications set by the oversight agency, shall continue to perform the duties of quality assurance/quality control (QA/QC), assuring that the quality of the work in the lab meets or exceeds the appropriate standards; and
2. That the Assistant Chief Operator, if they possess a Class 3A license and is performing the duties of QA/QC, shall be entitled to the increased salary in the amount of \$5,000 per year for so long as he or she performs said duties. The additional salary shall be included in the employee's hourly salary and paid in the employee's biweekly payroll for the period that the employee is completing these additional duties. The employee's salary will be immediately reduced once her or she ceases to be qualified or ceases to perform said duties. The additional salary shall not be compounded on an annual basis. There shall be only one employee within the City workforce that is entitled to receive the stipend for conducting these duties in this Department.
3. The current employee fulfilling these duties, Jessica Stopa, shall be entitled to the additional salary retroactively to January 1, 2022.
4. Any employee serving as the Assistant Chief Operator shall not be entitled to receive overtime pay or compensatory time for conducting laboratory work or QA/QC duties.
5. All other provisions of the CBA, not herein modified, shall remain in full force and effect.
6. That this Agreement shall be binding only if the Department Heads Union and the Common Council approve of the separate Memorandum of Understanding regarding affected employees in both of the Water Treatment Plant and Wastewater.

Date: 6/22/2022

For the City:

  
Mayor Michelle Roman

For CSEA:

  
Dominic Luna CSEA LRS  
  
Megan Brewer  
CSEA 7651 Unit President