

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOCKPORT
AND
CITY OF LOCKPORT DEPARTMENT HEAD ASSOCIATION**

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

WHEREAS, the job titles "Chief Operator – Water Treatment Plant" and "Chief Operator – Wastewater Treatment Plant" are exclusively represented by the Union; and

WHEREAS, the "Chief Operator – Water Treatment Plant" shall be required to complete and supervise all laboratory work and testing within the Water Treatment Plant; and

WHEREAS, the "Chief Operator – Water Treatment Plant" shall be required to be the operator of the laboratory in the Water Treatment Plant; and

WHEREAS, the "Chief Operator – Wastewater Treatment Plant" shall be required to complete and supervise all laboratory work and testing within the Wastewater Treatment Plant; and

WHEREAS, the "Chief Operator – Wastewater Treatment Plant" shall be required to be the operator of the laboratory in the Wastewater Treatment Plant; and

WHEREAS, the City of Lockport and the separate Union, CSEA, must also reach an agreement to address affected employee's duties in these departments; and

2. That the employee shall be considered a Step 3 employee and shall continue to progress to the additional steps of that position in the normal course as provided by the CBA.

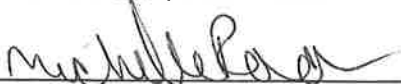
3. That the "Director of Streets, Parks and Water Distribution," if so qualified, may be directed by the City to complete annual backflow prevention inspections or repairs within the City. If the City directs the "Director of Streets, Parks and Water Distribution" to perform these additional duties, he or she shall be entitled to a salary increase of \$6,000 per year for so long as he or she performs said inspections and repairs. The salary increase shall be included in the employee's biweekly payroll for the period that the employee is completing these additional duties. There shall be only one employee within the City workforce that is entitled to receive the stipend for conducting annual backflow prevention inspections or repairs.

4. Any employee serving as the Director of Streets, Parks and Water Distribution shall not be entitled to receive overtime pay or compensatory time for conducting Master Plumber duties and inspections, or completing annual backflow prevention inspections.

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

Dated: June 23, 2022

CITY OF LOCKPORT, NEW YORK

By: 
Michelle Roman, Mayor

DEPARTMENT HEADS UNION

By: 
Jason Dool, President