

**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, on _____, 2022, the Union and the City reached an agreement whereby the Union position "Director of Streets & Parks" was abolished and replaced with the position "Director of Streets, Parks and Water Distribution"; and

WHEREAS, the parties agreed that this new position would be categorized as a "Grade 8" position; and

WHEREAS, the parties acknowledge that the current applicant has extraordinary experience and qualifications and thus shall start service in a higher level than otherwise intended; 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. That the applicant for the position "Director of Streets, Parks and Water Distribution," Clayton Dimmick shall start as a "Step 3" employee as provided for in the CBA.

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. That effective July 1, 2022, the position "Chief Operator – Water Treatment Plant" shall be a Grade 9 provided for in the CBA so long as the Water Treatment Plant laboratory duties are fulfilled by this position. The current employee in this position shall start at Step 4.
2. That the the position "Chief Operator – Waste Water Treatment Plant" shall be a Grade 9 provided for in the CBA so long as the Water Treatment Plant laboratory duties are fulfilled by this position. The current employee in this position shall start at Step 2.
3. All other provisions of the CBA, not herein modified, shall remain in full force and effect.
4. That this Agreement shall be binding only if CSEA and the Common Council approve of the separate Memorandum of Understanding regarding affected employees in both of these Departments.

Dated: ~~May 2022~~
June 24, 2022 JD

CITY OF LOCKPORT, NEW YORK

By: Michelle Roman
Michelle Roman, Mayor

DEPARTMENT HEADS UNION

By: Jason Dool
Jason Dool, President