

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF LOWELL
AND
AFSCME-AFLCIO, COUNCIL 93, LOCAL 2532**

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THIS AGREEMENT entered into by and between the City of Lowell, Massachusetts, hereinafter referred to as the City, and the A.F.S.C.M.E Council 93, Local 2532, hereinafter referred to as THE UNION, has its purpose the promotion of harmonious relations between the City and THE UNION, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other terms and conditions of employment for the employees in the bargaining unit that is hereinafter described.

ARTICLE I
CONSTRUCTION OF CONTRACT TERMINOLOGY

The use of words "he", "him" or "his" in this Agreement is based upon historical usage and the parties agree that these or similar words shall not be taken to refer to male employees only, but rather shall be deemed to refer to all employees who are covered by this Agreement. It is the intent of the parties hereto to have all of the terms of this Agreement apply equally to all members of the bargaining unit, whether male or female.

ARTICLE II
RECOGNITION

1. The City recognizes THE UNION as the exclusive bargaining representative with respect to wages, hours and other terms and conditions of employment for all professional personnel.
2. The City will not aid, promote or finance any other employee group or organization which purports to represent the members of the bargaining unit covered by this Agreement, nor will it make any agreement with any such employee group or organization or with any individual which changes or is in conflict with any of the terms or conditions of employment that are contained in this Agreement.
3. Federal Programs Employees in bargaining unit positions under federal employment programs such as (CETA), Comprehensive Employment Training Act, are included into the

bargaining unit and are considered employees within the meaning of this agreement. This entitles said employees to the same benefits and occur the same obligations as regular employees as may be provided by any such Federal Law. In no event shall a person outside the Bargaining unit perform work that is normally performed by members of the bargaining unit.

ARTICLE III
NON DISCRIMINATION

Neither the City nor THE UNION will discriminate against any employee, member or applicant for employment or membership because of race, color, creed, religion, national origin, sex, age, marital status, disability, handicap, sexual orientation, political belief or collective bargaining activity.

ARTICLE IV
PROTECTION FOR CONCERTED ACTIVITIES

1. Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all employees in the bargaining unit shall have and be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join or assist any employee organization; to hold office in any such organization and participate in its management; to act in the capacity of collective bargaining representative; to engage in other lawful employee organization and concerted activities for the purpose of collective bargaining. In the exercise of such right, the employees in the bargaining unit shall be free from any discrimination in regard to tenure, promotion or any other term or condition of their employment.
2. THE UNION agrees that it shall represent the interest of all employees in the bargaining unit without discrimination.

ARTICLE V
ASSOCIATION DUES AND AGENCY SERVICE FEE

1. The City shall deduct THE UNION dues from the earned wages of each employee in the bargaining unit who signs a voluntary authorization form, which shall read as follows:

BY: _____
(Name of Employee)

TO: _____
(Name of Employer)

Effective _____ (date), I hereby request and authorize you to deduct from my earnings each _____ the amount of \$ _____. This amount shall be paid to the treasurer of AFSCME Local Union No. 2532 and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Union Dues structure.

2. The amounts so deducted as dues from the wages of the employees shall be remitted on a weekly basis to the Treasurer of THE UNION (LOCAL 2532) who shall certify in writing to the City the current rate of THE UNION's membership dues and who shall similarly provide written certification of any future change in the membership dues.

3. For any member of the bargaining unit who is not a dues paying member of THE UNION in good standing, it shall be a condition of employment during the term of this Agreement that, on or after the thirtieth (30th) day following the commencement of such employee's employment or the effective date of this Agreement, whichever is later, he shall pay an agency service fee to THE UNION which shall be in an amount equal to the amount required to become and remain a member in good standing of THE UNION subject to a rebate for nonrepresentational expenses as provided in Chapter 150E, Section 12 of the General Laws of the Commonwealth of Massachusetts and by the rules and regulations of the Massachusetts Labor Relations Commission.

4. The City shall deduct the THE UNION agency service fee from the earned wages of each employee in the bargaining unit who signs a voluntary authorization form, which shall read as follows:

BY: _____
(Name of Employee)

TO: _____
(Name of Employer)

Effective _____ (date), I hereby Request and authorize you to deduct from my earnings each _____ the amount of \$ _____. This amount shall be paid to the treasurer of AFSCME Local Union No. 2532 and represents payment of my Agency Service Fee. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Agency Service Fee structure.

ARTICLE VI

USE OF CITY FACILITIES AND PROVISION OF CITY DOCUMENTS

1. The City agrees that THE UNION shall have the right to use the City Hall or any other public building for its meetings provided that prior arrangements for such use are made with the Managers Office and provided further that such use will not interfere with the regular business of the City.
2. The President of THE UNION, or designated officer, shall have access to copies of the notices, agenda and minutes of all meetings of the City Council and of all other boards, commissions and similar governing bodies of municipal departments in which bargaining unit members are employed. Such documents shall be made available to the President of THE UNION or designated officer, at the City Clerk's office simultaneously with their distribution to the elected and/or appointed officials in the City.
3. The President of THE UNION, or designated officer, shall also have access to all budgetary requests that are submitted to the City Council as well as to all ordinances, resolutions, orders and similar documents that have any direct or indirect impact upon the wages, hours or other terms and conditions of employment of bargaining unit members. Copies of such are available at the City Clerk's office.

ARTICLE VII

UNION BUSINESS LEAVE

1. Up to four (4) members of THE UNION's Negotiating Committee shall be granted reasonable leave periods from duty with no loss of pay or benefits for all meetings to prepare for collective bargaining negotiations provided that such meetings do not interfere with the business of the City and for all meetings between the City and THE UNION that are held for the purpose of negotiating the terms of agreement.
2. Up to two (2) officers or representatives of THE UNION shall be granted reasonable leave from duty with no loss of pay or benefits for all grievance and arbitration meetings and for all legal proceedings between the City and THE UNION, as well as for the time required to prepare and process such matters, when such activity takes place at a time during which such employees are scheduled to be on duty. When THE UNION representatives are on union

business within the confines of the contract, the Department Head must be notified of employee's whereabouts.

3. All other reasonable requests for leave without loss of pay or benefits for THE UNION activities must be requested to be granted by the City Manager or his/her designee, whenever practicable.

4. A bargaining unit employee who is an authorized elected delegate or alternate may attend up to three (3) days of meetings per year of the State and National bodies without loss of pay. Request to attend must be approved by the Department Head, and granted by the City Manager or his/her designee.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURE

1. For the purposes of this Agreement, the term "grievance" shall mean any difference or dispute between the City and THE UNION, or between the City and any employee in the bargaining unit with respect to the interpretation, application, claim of breach or violation of any of the provisions of this Agreement.

2. One (1) member designated by the Union shall be granted reasonable time off from his/her regular duties without loss of pay or benefits for the purpose of investigating, processing and resolving grievances.

3. The purpose of this grievance and arbitration procedure is to encourage the prompt resolution of grievances at the lowest possible level. Therefore, all grievances will be processed as rapidly as possible with the time limits provided for herein being considered as maximums rather than as minimums. All of the time limits specified herein shall be calculated in terms of working days which shall mean Monday through Friday, exclusive of the holidays that are specified in Article XXI of this Agreement. Any of the time limits set forth herein may be extended by mutual agreement of the parties. The City will provide THE UNION, sufficient copies of the official grievance form to be utilized in all grievance procedures, and it will be made a part of this Agreement. The City may not change the official form without prior notice to THE UNION.

4. Grievances shall be processed in accordance with whichever of the following procedures is applicable.

A.

Step 1. A grievance shall be presented, in writing, by the aggrieved employee, with or without a representative from the UNION, to his department or division head in an attempt to resolve the grievance in an informal manner. Any such grievance must be filed within ten (10) working days of the occurrence of the facts giving rise to the grievance or the employee's reasonable knowledge thereof, whichever is later. The department head or division head shall give his/her answer to the grievance, in writing, within ten (10) working days thereafter.

Step 2. If the grievance is not resolved at Step 1, it may be submitted to the City Manager in writing within ten (10) working days after the department or division head gives his/her answer in Step 1 or, if the Step 1 answer is not given within the ten (10) working day period specified above, within twenty (20) working days from the date when the Step 1 answer was due. The City Manager or his/her designee shall meet with the aggrieved employee, with or without a representative from the UNION in accordance with the Weingarten Rule, within ten (10) working days after its submission. The City Manager may give his answer to the grievance in writing within ten (10) working days thereafter.

5. Any member of the bargaining unit may process a grievance with or without a representative of the Union through Step 2 of the grievance procedure provided that the Union is given the opportunity to be present at any such grievance meeting and provided further that the adjustment of any such grievance is not in conflict with the terms of this Agreement. However, only THE UNION may submit an unresolved grievance to arbitration.

6. In the event that a grievance is not settled in a satisfactory manner in Step 2, THE UNION may submit any such grievance to arbitration by filing a demand for arbitration with the Massachusetts Board of Conciliation and Arbitration and with the City Manager's Office within thirty (30) working days after its receipt of the City Manager's answer. The parties shall share equally in the cost of the arbitration proceedings. The arbitrator shall have no authority to alter, amend or modify this Agreement in any way. The arbitrator's award shall be final and binding upon the parties hereto.

7. Any grievance that is not instituted or processed within the time limits that are specified herein shall be deemed to have been waived unless the parties have mutually agreed to extend the time limits. However, any such waiver shall be applicable only to that particular grievance and shall not be considered to be a waiver by THE UNION of any identical or similar grievance that may arise in the future.

8. In the case of any grievance which arises out of an occurrence which provides an employee with the right to a hearing on such occurrence before the Civil Service Commission, the employee must elect whether to challenge the matter either before the Civil Service Commission within ten (10) days, exclusive of Saturdays, Sundays, and legal holidays, after said action has been taken by the appointing authority, pursuant to Chapter 31 of the General Laws, or before an arbitrator pursuant to this article.

ARTICLE IX
LEAVE OF ABSENCE

1. Leaves of absence without pay for a period not to exceed three (3) months subject to the approval of the head of the employee's department and the City Manager or his/her designee, which approval shall not be arbitrarily or unreasonable withheld, may be granted to an employee for a reasonable purpose. Such leaves may be extended or renewed on a quarterly basis. Leaves of absence for civil service employees shall be governed by Mass. G.L. Chapter 31 Section 37, as amended.

2. Any period of time that an employee is on an unpaid leave of absence under this article shall not be included in computing his length of service for the purpose of determining his/her vacation, sick, severance, and longevity entitlement for those employees who presently receive the longevity benefit.

ARTICLE X
BEREAVEMENT LEAVE

As provided by the Sick Leave Ordinance of the City of Lowell, most recently amended, funeral leave shall be granted to employees who are entitled thereto, as follows:

In the case of the death of a member of the immediate family of the employee, as that term is hereinafter defined, four (4) days leave with pay shall be granted to such employee and shall not be charged against his/her sick leave or vacation benefits.

In the case of a brother/sister in law, a one (1) day leave of absence, with pay, shall be allowed if requested, and such day shall not be charged against his/her sick leave benefits.

The leave of absence referred to within shall not apply if such death or funeral occurs while the employee is receiving Worker's Compensation.

Immediate family of the employee includes: spouse, mother, father, brother, sister, child, mother-in-law and father-in-law, grandchild, grandparents and step-parents of employee and spouse.

The rate of pay which an employee shall receive for funeral leave shall be the base rate of pay for the grade of the position in which said employee is working on his/her last working day prior to the commencement of his/her funeral leave.

ARTICLE XI
PERSONAL LEAVE

Employees shall accrue sick, vacation, and personal time on January 1st of each year. Three (3) personal days shall be granted each fiscal year. The three (3) days shall be without loss of pay and shall not be charged to sick leave. One (1) year's allotment of personal leave may be accumulated or carried over to the following fiscal year.

Employees hired into the bargaining unit after January 1 of each year will be credited with personal leave days in accordance with the following schedule:

Date of Hire	Personal Leave
January 1 -April 30	3
May 1 - August 31	2
September 1- December 31	1

A personal leave day may be used in one-half (1/2) day increments with the approval of the Department Head. The Department Head shall not unreasonably deny such request.

ARTICLE XII
FAMILY LEAVE

1. The City and THE UNION agree to accept and abide by the provisions of the Federal Family and Medical Leave Act of 1993, as amended (29 USCA 2601).

ARTICLE XIII
MILITARY LEAVE

1. Military Leave shall be granted by the provisions of Mass. General Laws Chapter 33 Section 59 and 59A, as amended.

2. Any employee who serves in active duty in the Armed Forces of the United States during the term of this Agreement shall be entitled to whatever rights of re-employment and restoration of benefits are provided by applicable state or federal law.

ARTICLE XIV

SICK LEAVE

1. All employees shall be credited with all of their accumulated sick leave days from his or her date of hire. New hires shall receive 1 days sick leave per month during the first year of employment. Thereafter each member of the bargaining unit shall receive twelve (12) days of sick leave per annum on January 1st each year. New hires shall receive pro-rated benefits from their one year anniversary date to the next January 1st accrual date equivalent to 1 day per month. There shall be no limit on the number of sick leave days that an employee may accumulate, subject to the buy out limitation in Section 4 hereof.

2. The City and THE UNION agree to establish a sick leave bank program for cases of serious and/or protracted illness, to be administered by THE UNION, City Manager's office and Human Relations office. The parties agree to establish a Sick Leave Bank established in accordance with this Section³. The use of sick leave by employees and the enforcement of the regulation thereof shall be in accordance with the Sick Leave provisions of the Code of the City of Lowell.

4. Upon an employee's retirement, death or involuntary termination of employment, the employee or, in the case of his death, his spouse, designated beneficiary, next of kin or estate, in that order-unless the employee has determined some other order - shall be paid for unused accumulated sick leave on a 40% ratio, i.e. four (4) days regular basic salary (without shift differential, etc.) for each ten (10) days authorized accumulated sick leave. The maximum buy back shall not exceed twenty thousand dollars (\$20,000.00). Current members of this Union who were members of COLMA as of July 1, 1996, are hereby grandfathered into the previous COLMA Contract dated July 7, 1995, which provided sick leave buy-back "for any reason".

5. The per diem value of each sick day shall be 1/5 of the employee's regular weekly pay.

6. At an employee's option, he/she, after accumulation of seventy five (75) days, may sell back to the City up to five days per year, provided they have not used more than five sick days in the previous calendar year and have increased their sick leave accumulation by at least five days.

Such payment shall occur in the third week of January. No employee shall be negatively affected by the conversion of accrued sick leave balances from fiscal year to calendar year.

7. Sick leave may be used in one (1) hour increments.
8. The parties recognize the value of counseling employees when there is a problem with suspected sick leave abuse.
9. Employees shall accrue sick, vacation, and personal time on January 1st of each year

Sick Leave Buyback

New members to the Union shall no longer be eligible for a buy back of a percentage of their accumulated sick leave. Moreover, new members to the Union shall no longer be eligible for a yearly buy back of 5 sick days per year.

Current members agree to freeze their sick leave amounts as of January 1, 2015. Pursuant to the "freeze", members shall be eligible to buy back 10 days, in addition to the current 5 day buy back allowance. To be eligible a member must have 75 sick days. The buyback of 10 additional days will be capped at \$20,000.00. Once the cap is reached, the member will no longer be entitled to the additional 10 day buy back, nor will the member be entitled to any further sick leave buy back upon retirement or death. This provision shall not prevent the member from continuing to accumulate sick leave.

ARTICLE XV

VACANCIES

1. Whenever the City determines that a vacancy in a UNION position should be filled, the vacancy shall be posted in such a manner as to make all members of the bargaining unit aware of it. The posting shall list the job title, qualification requirements, major duties and responsibilities and annual salary of the position. The posting period shall be for at least five (5) working days and the position shall not be filled until at least one week following the completion of the posting period so that all members of the bargaining unit have an adequate opportunity to apply and to be considered for any such position.
2. In the case of all THE UNION positions covered within this bargaining unit, the City may advertise the position simultaneously with, but not before, the posting. The most qualified

applicant shall be appointed to fill any such vacancy irrespective of whether or not he/she is a member of the bargaining unit and irrespective of his/her seniority. The City shall be the sole judge of qualifications, ability, reliability, the need to file the vacancy and other relevant factors, provided such judgment is not exercised arbitrarily or capriciously.

ARTICLE XVI
HEALTH AND SAFETY

1. The City shall provide a safe and healthy work environment and safe and healthy working conditions for the employees in the bargaining unit.

2. At the request of THE UNION, the City Manager shall meet with its representatives to discuss and make improvements in the work environment relative to safety.

3. The Employer may require, at its expense, a physical examination by the City Physician, or other doctor, or an evaluation by a qualified mental health professional. The employee agrees to submit to such an evaluation if the employer gives the employee 48 hours notice of said examination. If a second opinion is requested by either the employer or Union, the Employer agrees to arrange for and make payment for, such evaluation. The second provider will be mutually agreed upon by the Employer and the Union.

ARTICLE XVII
INDEMNIFICATION

The City shall provide indemnification, by insurance or self insurance, for all members of the bargaining unit and all persons covered by this agreement as "public employees" from all loss and expenses against any claim, action, award, settlement or judgment arising out of or in the course of their employment in accordance with the provisions of Massachusetts General Laws, Chapter 258, as amended. However, no such person shall be indemnified under this provision for an intentional tort or for a violation of the civil rights of any person under any state or federal law if he acted in a grossly negligent, willful or malicious manner.

ARTICLE XVIII
EDUCATION INCENTIVE

Section 1: The City shall reimburse the employees covered by this Agreement according to one, not both, of the following options:

A. Up to one thousand eight hundred and fifty (\$1,850) dollars of the cost in each fiscal year-including registration fees, tuition fees, and books - of any completed undergraduate level or ungraded educational course that is reasonably related to the employee's job, subject to the advance approval of the City Manager, which shall not be unreasonable withheld, and subject also to the employee receiving a grade of C or better for the graded course;

Or

B. Up to two thousand two hundred and fifty (\$2250) dollars of the cost in each fiscal year-including registration fees, tuition fees, and books of any completed graduate level educational course that is reasonably related to the employee's job, subject to the advance approval of the City Manager, which shall not be unreasonably withheld and subject also to the employee receiving a grade of B or better for the course;

Section 2: Employees agree to attend all local mandatory training, workshops, conferences, etc., sponsored by the City of Lowell.

ARTICLE XIX

TRAVEL AND / OR MOTOR VEHICLE ALLOWANCE

1. Any employee covered by this agreement who is required to use, and who actually uses, his/her own motor vehicle in the performance of his/her duties and who is authorized to do so by the Department Head or City Manager, shall be reimbursed for such use in the following manner: The actual mileage will be reimbursed per IRS regulation allowance.

ARTICLE XX

GROUP INSURANCE

1. The City shall offer group life insurance in the amount of \$2,000.00 to the employees. The City shall pay 75% of the premium of said plan and employee shall pay 25% for the plan.

2. The City shall offer a group individual and family health insurance policy and dental plan for the employees pursuant to M.G.L. Chapter 32B and St.1988, c2953 the ("Anti-Rollback Amendment").

3. The City shall pay 75% of the premiums for the aforesaid group health insurance and dental insurance. The employee's 25% share of the said health and dental insurance premiums shall be paid on a pre-tax basis pursuant to Section 125 .

4. THE UNION shall have the right to designate a representative to the City's Chapter 32B Insurance Advisory Committee. However, such representation shall not be construed to constitute a waiver of THE Union's right to engage in collective bargaining over any insurance issues and / or their impact.

5. The City shall have the right to offer a Health Maintenance Organization, Preferred Provider Organization or other managed care plan in the future in conjunction with the current plan in place. Members shall have the option of deciding which plan to enroll in. Members waive their right to grieve such introduction of plan(s).

ARTICLE XXI
HOLIDAYS

1. All members of the bargaining unit shall be paid for each of the following holidays and for any other holidays that may be declared by the state or federal government:

Labor Day Independence Day

New Years Day

Columbus Day

Martin Luther King Day

Veterans Day

President's Day

Thanksgiving Day

Memorial Day

Patriots Day

Christmas Day

2. Employees in this Unit shall be entitled to a schedule fourth (4th) personal day to be used the day after Thanksgiving. In the event that an employee's operations are open, such employee shall be entitled to a floating personal day. The Per Diem value of each Holiday shall be 1/5 of the employee's regular weekly pay.

3. If any of the holidays listed in Section 1 above fall on a Saturday, and no day off is scheduled for such holiday, payment shall be made to all employees covered by this agreement of one day's pay (1/5 of a week's salary). Employees shall have the option of a day off in lieu of such holiday pay. If any of the holidays fall on a Sunday the following Monday shall be a day off with pay.

4. To be eligible for holiday pay, an employee shall have worked on the scheduled workday preceding the holiday and have worked on the scheduled work day following the holiday unless on paid leave.

5. Holiday pay is incorporated in Workers' Compensation under existing statutes.

ARTICLE XXII VACATIONS

Section 1.- Every person covered by this Agreement shall be granted a vacation of not less than two (2) weeks, without loss of pay, in each calendar year if he has actually worked for the Employer for thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of June in each year. A newly hired employee who does not reach thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day in June of each year, shall receive one (1) week vacation entitlement.

Notwithstanding any other provision in this Agreement, for the purpose of determining vacation entitlement for an employee with a break of service, after one year of actual service, the employee shall be credited with all prior service within the bargaining unit.

Section 2.- Every person covered by this Agreement who has worked for the Employer not less than five (5) years, but less than ten (10) years, shall be granted an annual vacation of three (3) weeks, without loss of pay and any such employee who has worked for the Employer for ten (10) years or more, but less than fifteen (15) years, shall be granted an annual vacation of four (4) weeks, without loss of pay. Any employee covered by this Agreement who has worked for the Employer for fifteen (15) years or more, shall be granted an annual vacation of five (5) weeks without loss of pay. The following vacation schedule is amended as follows:

15 years	5 weeks
16 years	5 weeks plus 1 day
17 years	5 weeks plus 2 days
18 years	5 weeks plus 3 days
19 years	5 weeks plus 4 days
20 years	6 weeks

Section 3. Personnel covered by this Agreement may carry over not more than two (2) weeks unused vacation time into the following calendar year. This allowance, however, is not cumulative in that regardless of the number of years or number of weeks' vacation allowance to which an employee is entitled per year, not more than two (2) weeks total may be carried over and added to that years vacation entitlement. Employees earning three (3) or more weeks of vacation a year may carry over a maximum of three (3) weeks of unused vacation time into the following calendar year. Employees earning four (4) or more weeks may carry over a maximum of four (4) weeks into the following calendar year.

Employees shall have the right to use vacation time in one-half (1/2) day increments upon approval of the Department Head.

Section 4. An employee's vacation eligibility shall be based upon the total length of their cumulative service. Employees shall advance to their next vacation increment on the anniversary date of their employment.

Section 5. Upon an employee's retirement, death or termination of employment for any reason, the employee - or, in the case of his/her death, his/her spouse, designated beneficiary, next of kin or estate, in that order unless the employee has determined some other order - shall redeem his/her unused, accumulated vacation days at his/her then existing per diem value. The per diem value of each vacation day shall be 1/5th of the employee's regular weekly pay.

Section 6. Employees shall accrue sick, vacation and personal time on January 1st of each year.

ARTICLE XXIII
LONGEVITY FREEZE

There shall be a freeze in the amount of longevity payments made to all employees covered by this agreement.

ARTICLE XXIV

WAGES

All percentage increases to members' base salaries shall be reflected in the City's salary grid.

A. Wage Review Committee

A Wage Review Committee shall be established consisting of two (2) representatives of the Union and representatives of the City of Lowell. The Committee shall meet at the request of either party to review pay inequities resulting from promotions, retention and recruitment, supervising of employees in a lower classification and additional duties and responsibilities added to bargaining unit positions. The Committee shall make mutual recommendations to the City Manager for wage adjustments.

The Employer and Union agree that the designated members of the Wage Review Committee shall be for the Employer, the Chief Financial Officer and Human Relations Manager, and for the Union, the President and Vice President.

The Employer and Union agree to continue to complete the criteria necessary for eligibility for a wage review. The parties agree that modification to position responsibilities shall be a criteria used in the wage review process. The parties agree that an interview with the individual receiving the Wage Review shall be included as part of the wage review process. The interview shall take place within sixty (60) days from submission of the wage review request, and the Committee shall provide their mutual recommendation to the City Manager thirty days after the Employee is interviewed. In the event that an employee is denied a wage adjustment, he/she shall be provided a written response by either a Wage Review Committee member or the City Manager stating the reasons why an adjustment was not made. Individuals shall be provided with said written response within ten (10) days after the completion of the mutual recommendation.

B. Supervisory Differential The parties agree the following three titles: Clinic Nurse Managers, Nursing Coordinator, Nurse Manager Public Health, and Program Director/Planner shall receive a ten percent (10 %) supervisory differential based on weekly salary amounts.

C. Salary Schedule

Salary Schedule is established and attached as "Attachment A".

1. Employees hired prior to January 1, 2009 shall advance to the next higher salary step each July 1st thereafter until the maximum salary step is reached in accordance with the Performance Review process outlined in new ARTICLE XXXVII.

2. Employees hired after January 1, 2009 shall advance to the next higher salary step each July 1st thereafter until the maximum salary step is reached in accordance with the Performance Review process outlined in new ARTICLE XXXVII after a minimum of twenty-six (26) weeks of credible service in a step commencing from the first day of the payroll period immediately following his/her anniversary date.

3. Any Employee who is promoted to a position paying a higher salary will be paid the rate of the higher position which is next above the rate of his/her job immediately prior to promotion. When an employee is promoted, that employee shall be entitled to go to the maximum step at the promotional level as recommended by the Department Head and with the Manager's approval.

4. When filling a vacant position within the bargaining unit in accordance with Article XV of this Agreement, the City reserves the right to start new employees within the bargaining unit up to the third salary step of the Salary Schedule.

ARTICLE XXV

MAINTENANCE OF BENEFITS

1. Unless specifically modified or waived in this Agreement, all terms, conditions, benefits and practices of employment of general application that are enjoyed by most or all of the employees in the bargaining unit prior to the effective date of this Agreement shall remain in full force and effect during its term.

2. In the case of any members of the bargaining unit who are employed in Civil Service positions, the provisions of Chapter 31 of the General Laws and all rules and regulations issued thereunder shall continue to be applicable to such employees. All vacancies in such positions shall be filled in accordance with the provisions of Chapter 31 and such rules and regulations.

3. Employees who work less than a full time schedule and work at least a minimum of twenty hours per week, as provided in the Code of Ordinances, shall be entitled to benefits on a pro-rated basis (e.g. sick leave, vacation time, personal leave, etc). It is to be noted that such employees shall receive a full day's leave (vacation, sick leave etc.) even though such employee's day is represented by less than seven, seven and one-half or eight hours. For example, a 20-hour per week employee shall be entitled to a vacation or sick day equal to four (4) hours for such day.

Employees who work less than twenty hours per week shall not be entitled to pro-rated benefits but will be entitled to any negotiated cost of living adjustment of salary increase.

ARTICLE XXVI

Management Rights

SEC 1. Management Rights :

The Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, but not limited to: the right to manage the affairs of the City; to maintain and improve the efficiency of operation; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the working force; to determine the schedule and hours of duty and the assignment of employees to shifts subject to Article XXX; to assign work, to determine the work tasks, classification and standards of productivity and performance, and to evaluate employees with regard thereto; to hire, promote, assign, and transfer employees; to discipline, suspend, demote and discharge employees for just cause; to undertake experimental programs not inconsistent with statute or ordinance, subject to collective bargaining requirements where applicable; to engage persons outside the bargaining unit to perform bargaining unit work and otherwise to contract out such work; and to issue reasonable rules and regulations governing the conduct of each department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

ARTICLE XXVII

NO STRIKE CLAUSE

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of

its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith.

Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

In consideration of the performance by the Union of its obligations under the preceding two paragraphs, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this "no-strike" clause by individual members of the Union. Nothing in this section is intended to limit or waive any provision of Mass. General Laws Chapter 150E regarding the subject matter of this section.

ARTICLE XXVIII

SEVERABILITY

Each clause in this Agreement is totally severable from every other clause hereof; and if any such clause should be declared by any court or agency of competent jurisdiction to be invalid or unenforceable, the validity of all other clauses of this agreement shall be unaffected thereby and shall remain in full force and effect.

ARTICLE XXIX

IMPLEMENTATION OF PROVISIONS

The Manager of the City shall promptly submit to the City Council and, where applicable, to the General Court appropriate requests for the appropriations, ordinances and / or legislation that may be necessary to implement the terms of this Agreement.

ARTICLE XXX
HOURS OF WORK - WORK WEEK

1. The regular hours of the workday in effect as of the effective date of this agreement shall be consecutive, except for interruptions for lunch periods.

2. Bargaining unit employees work a thirty five (35) hour workweek (Monday through Friday) except when positions have been specifically negotiated, as designated in the City's salary grid. The week shall consist of five (5) consecutive seven (7) working hour days, seven and one-half (7.5) working hour days or eight (8) working hour days.

3. The positions of: Programmer/System Administrator, Network Administrator/System Administrator/Programmer, MIS Director, Database GIS/Web Administrator, PC Support, and Budget Director, shall work a forty-hour workweek, Monday through Friday. The week shall consist of five (5) consecutive eight (8) working hour days.

4. All Departments are responsible to document for submission to the City Auditor, if requested, all accounts for sick leave, personal leave, workers compensation leave, vacation leave, and any other leave time.

5. Any department employing personnel who work less than a full-time schedule shall be required to keep and submit records of all hours worked for such personnel.

ARTICLE XXXI
COMPENSATORY TIME

Section 1: Compensatory time is defined as time credited to an employee in lieu of overtime for hours worked in an addition to the hours of the workweek as defined in Article XXX, Section 2 and 3.

A. Compensatory time may be earned for hours working which total more than the regular workday (7, 7.5 or 8 hours) or for hours worked in addition to the regular workweek (35, 37.5 or 40 hours per week.)

B. Compensatory time shall be earned at the rate of 1.5 hours for every hour worked over the regular workday (7, 7.5 or 8 hours) or for hours worked in addition to the regular workweek (35, 37.5 or 40 hours per week).

C. The accumulation and use of compensatory time requires department head approval. Department heads shall not arbitrarily deny the use of compensatory time.

D. An employee may accumulate up to a maximum of 35, 37.5 or 40 hours of compensatory time.

The Employer agrees that at no time was there the intent for an employee to forfeit compensatory time not used by the end of the fiscal year. However, the Employer may require all employees to exhaust their accrued compensatory time prior to voluntary separation of employment.

Section 2.

Flex Time is defined as time restructured within the confines of the regular hours of work as defined in Article XXX, Sections 2 and 3.

A. "Flex time" may be used to the advantage of the employer and the employee. The use of such time must be approved in writing by the department head.

B. With the understanding that "Flex time" can benefit both the employer and employee, "flex time" shall not be cumulative.

C. All requests for the use of "flex time" shall be calculated at the ratio of 1 for 1.

D. Request for the applications of "flex time" shall not be arbitrarily denied.

This Article shall be administered in accordance with applicable State/Federal Law regarding the implementation of compensatory/flex time.

ARTICLE XXXII

DRUG AND ALCOHOL TESTING

Employees, as outlined in Article XIX, "Travel and Motor Vehicle Allowance", and future employees designated by the City Manager to use a city vehicle, are hereby subject to the City of

Lowell, Department of Transportation Drug and Alcohol Testing Program for Safety Sensitive Positions regardless of Driver's License class issued. Such policy requires the employee be subject to random drug and alcohol testing; post accident testing; reasonable suspension; and return to duty and follow-up testing. Such employee(s) will sign a statement acknowledging receipt and adherence to the Policy and agrees to submit to the required testing.

ARTICLE XXXIII

OVERTIME

Section 1

Employees of the MIS Department will be paid overtime at the rate of one and one-half times their regular rate for hours worked in excess of forty-seven per week up to fifty hours per week. For hours worked in excess of forty up to forty-seven, employees shall be compensated at straight time. For hours worked in excess of fifty per week, employees will receive compensatory time as provided in Article XXXI. For the purpose of counting the numbers of hours worked in a week for overtime purposes, hours worked shall not consist of vacation, sick leave or other times when the employee does not perform actual work.

Compensation as defined in the above paragraph is made with the understanding that these positions are exempt from the overtime provision under the Federal Fair Labor Standards Act (FLSA) as "Professional" positions. If these positions are later determined to be subject to the FLSA, then compensation will revert back to the prior agreement of compensatory time.

Section 2. Except as provided in Section 1, employees covered by this agreement, shall be eligible for overtime compensation at the discretion of the department head with approval by the City Manager. Overtime shall be paid at time and one half the basic hourly wage for hours worked in excess of thirty five, thirty seven ½, or forty hours in the work week, provided that funds are available within said department.

Section 3: Call Back Pay An employee who has left his/her place of employment after having completed work on his/her regular shift, and who is called back to a workplace prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular overtime rate. In the event a Department does not have overtime funds, an employee will be granted compensatory time for call back work.

The Employer agrees that overtime shall be equally and impartially distributed among personnel in each area who may perform such related work in the normal course of their work week according to the seniority of the employee as defined within the contract.

The Union agrees that time shall be paid at 1.5 times the hourly rate for each hour worked for all neighborhood, subcommittee, Council and/or other scheduled meetings that the employee is normally required to attend

ARTICLE XXXIV
MISCELLANEOUS

Section 1.

If the City decides to issue payroll checks every other week, the Union agrees to such change and waives any right to grieve the implementation of such. The Union must be notified at least 60 days prior to such action by the City.

Section 2- Eyeglasses broken on the job shall be reimbursed up to a maximum of two hundred (\$200) dollars, which will be paid upon receipt of replacement glasses, with an annual cap of one thousand two hundred (\$1200) dollars for all members.

Section 3.-

Except for a driver's license, the Employer will reimburse the cost for employees to renew or obtain their professional license, if required for position.

Section 4: Flexible Spending Accounts:

The City of Lowell will put in place an IRS Section 125 Flexible Spending Account Program and provide training on the Program for all bargaining unit members. A Local 2532 representative shall sit on a Committee to implement Program. The Committee shall be formed upon ratification of this Agreement.

Section 5: Work in a Higher Classification:

An employee who is performing, pursuant to assignment and written approval of the Appointing Authority, temporary service in a position classified higher than the pay grade of

the position in which he/she performs regular service, other than for the purpose of filling in for an employee on vacation, shall commencing with the sixth (6th) consecutive day of service in such higher position, be compensated for such service at the rate he/she would have been entitled had he/she been promoted to such position. The City of Lowell shall not rotate such assignments among employees for the purpose of avoiding compensation at the higher rate.

Section 6: Seniority

When Civil Service seniority, as defined under M.G.L. Ch. 31 is not applicable, seniority shall be defined as continuous employment by the City of Lowell from the first day of employment. Continuous service shall include any authorized leave granted under the terms of this Agreement.

Section 7:

No employee covered by this Agreement shall be disciplined, suspended or discharged except for just cause. In the case of an employee discharge, just cause shall include, but be not limited to, lack of work, lack of funds and/or abolition of position. The City agrees to apply the concept of progressive discipline in all but the most serious cases. The City recognizes the value of counseling employees regarding performance deficiencies.

Section 8: Nurses – Professional Reimbursements.

The Employer agrees that under the language currently provided in the contract in which the Employer covers the cost of an employee maintaining a professional license, the Nursing staff will be reimbursed for the following expenditures:

6. Nursing staff shall receive a \$400.00 stipend for professional development and a \$450.00 stipend for miscellaneous costs (RN license, Malpractice Insurance, DOE certification, Seminars, CEU's, PDP's, National Exams, National Certification required by DOE, Uniform Allowance.)

6. Local 2532 nursing staff shall receive a \$1,500.00 one time stipend for National Certification.

5. 2 professional days not charged to personal time.

Section 9: Dress Code

The Union agrees that professional attire shall be worn by employees when the employee is expected to represent the City of Lowell. Otherwise, attire appropriate for the work setting shall be worn by the employees.

Section 10: Direct Deposit – The union agrees that all members shall receive their paychecks by direct deposit.

ARTICLE XXXV
WORKER'S COMPENSATION

The City may require treatment for work related injuries by any provider or group of providers as it seems appropriate, including providers who treat employees under the employees health insurance plan.

Refusal to provide worker's compensation benefits or termination of benefit shall be at the sole discretion of the City, as governed by Chapter 152 of the Massachusetts General Law, and shall not be subject to the grievance and arbitration procedure.

Article XXXVI
LAYOFF & RECALL

1. In cases of layoff for lack of work or budgetary constraints, seniority as defined in Article XXXIV, Section 6 shall be the determinative factor. An employee about to be laid-off for lack of work or budgetary constraints will be offered a job in the next lower job classification within their Department covered by this Agreement, if there is a junior employee on a job that such senior employee is qualified to perform. Non-bargaining unit employees will not be permitted to bump into bargaining unit positions for any reason.

. Unless grant funded or if position is funded through temporary like sources, the City of Lowell will provide employees designated for layoff with a five (5) day advance notice prior to termination date. Any employee designated for layoff shall be given written notice of continued health insurance benefits and unemployment benefits and, if available, will be provided access to services of the Massachusetts Rapid Response Team.

3. Employees laid off shall be placed on a recall list for twelve (12) months. When an employee is recalled to work, the City will notify the employee, via First Class, US Mail, copied to the President of Local 2532. An employee shall have ten (10) days to report for work. An

employee who refuses recall or fails to report within the required 21 day period, shall be removed from the recall list.

4. It is further agreed and understood that once funding terminates for grant funded and/or temporary positions that all contractual obligations terminate. Those employees scheduled for layoff shall be given as much advance notice as practical.

ARTICLE XXXVII PERFORMANCE EVALUATION

The parties agree to the performance evaluation form attached as Appendix B: "City of Lowell AFSCME Local 2532 Employee Evaluation Form".

A. There shall be established a standardized Performance Evaluation System for all employees covered by this Agreement. All evaluations shall be in writing and shall be included in the employee's personnel file. B. Said system shall permit variations in format between various departments. There shall be no variation in format for the same job titles. All evaluations shall have a three rating system of: Satisfactory, Exceeds Requirements, Unsatisfactory.

C. Evaluations shall be completed by the employee's immediate supervisor and be approved by the City Manager.

D. There shall be a joint committee established to approve all utilized written evaluation forms/criteria developed for each job title.

E. Prior to each evaluation period, the immediate supervisor shall meet with the employee and shall inform the employee of the general performance dimensions and procedures to be utilized in evaluating the employee's performance. These dimensions shall be objective and job-related.

F. The employee and immediate supervisor shall meet, review and sign the evaluation. The employee shall indicate whether he/she agrees or disagrees with the evaluation. In the event that the employee disagrees with the evaluation, he/she shall have the right to file a written rebuttal which shall be affixed to the form.

G. Once an employee reaches the maximum step of the salary grid, all performance evaluations tied to step increases shall cease.

H. Language to Clarify Step Eligibility

1. **Schedule for Step Advancement:** Awarded only on July 1st at the beginning of each fiscal year, for service performed in the previous fiscal year.

2. **Department Promotions:** 2532 employees promoted within the same department into another 2532 position will be eligible for a step regardless of time served in the new position. Movement of a Local 2532 employee due to a departmental reorganization shall not negatively impact the employee's contractual right to participate in the annual evaluation process.

3. **Inter-Department Promotion:** 2532 employees promoted into another 2532 position in another department will NOT be eligible for a step unless they have completed 26 weeks of service in the new title by July 1st. With Department Head approval, up two steps may be granted if the employee receives an "Exceeds Expectations" ratings during their next eligible evaluation.

4. **New Hires & New 2532 Members:** Newly hired City of Lowell employees and newly recognized 2532 employees must serve a minimum of 26 weeks in their position before July 1st to be eligible for one (1) step on July 1st.

ARTICLE XXXVIII **DURATION**

This agreement shall be effective as of July 1, 2007 and shall remain in full force and effect through June 30, 2015 subject to the right of THE UNION to reopen the contract on any or all economic issues for the fiscal years beginning July 1, 2004. Negotiations on any economic issue that is subject to the aforesaid reopener or for the successor Agreement shall begin within fifteen (15) days after either party hereto gives written notification to the other of its desire to commence negotiations on any economic issue that is subject to the aforesaid reopener or on the terms of the successor Agreement. In the event that the terms of any reopened or successor Agreement have not been agreed upon by the anniversary date or the expiration date of this Agreement, it is agreed that all of the terms and provisions of this Agreement shall remain in full force and effect until such time as the terms of the reopened or successor Agreement have been fully agreed upon, ratified and implemented.

Contract Provisions

- a. All provisions of this Memorandum of Understanding shall be incorporated into a complete Collective Bargaining Agreement for the period of July 1, 2012 to June 30, 2015, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
- b. Except as modified herein, all provisions of the Collective Bargaining Agreement covering the period from July 1, 2012 to June 30, 2015 remain in full force and effect.

Witness our hands and seals this 27th day of August, 2015.

AFSCME Local 2532

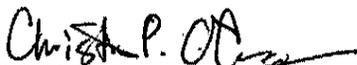


Kevin J. Murphy
City Manager



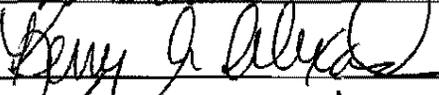
Donna M. Cox
President, Local 2532

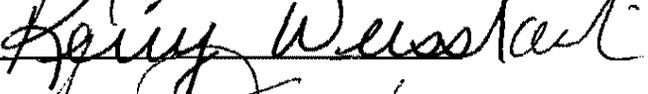
Approved as to Form:



Christine O'Connor
City Solicitor









Bargaining Committee



Eric McKenna, Staff Representative
AFSCME Council 93

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
LOCAL 2532**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2018 – JUNE 30, 2021**

The City of Lowell ("the CITY") and Local 2532 ("the UNION"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary:

- a. Year 1 (July 1, 2018 – June 30, 2019)
 - i. There shall be a 2% increase in salary for all employees in the Union, effective on the first day (July 1, 2018) for the fiscal year July 1, 2018 to June 30, 2019. Employees in the union shall receive retroactive pay back to July 1, 2018.

- b. Year 2 (July 1, 2019 – June 30, 2020)
 - i. There shall be a 1% increase in salary for all employees in the union effective on the first day (July 1, 2019) for the fiscal year July 1, 2019 to June 30, 2020.
 - ii. There shall be a 1% increase in salary for all employees in the union effective on the midpoint (January 1, 2020) for the fiscal year July 1, 2019 to June 30, 2020.

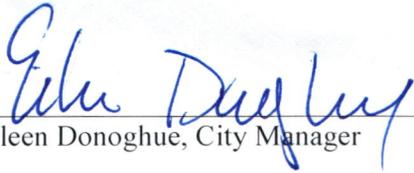
- c. Year 3 (July 1, 2020 – June 30, 2021)
 - i. There shall be a 1% increase in salary for all employees in the union effective on the first day (July 1, 2020) for the fiscal year July 1, 2020 to June 30, 2021.
 - ii. There shall be a 1% increase on the last day of the fiscal year, June 30, 2021.

- 2. Arbitration:** Substitute the Department of Labor Relations for the Massachusetts Board of Reconciliation as the venue for arbitration.

3. **Mediation:** The Parties agree to mandatory mediation following filing for arbitration with the Department of Labor Relations
4. **MIS Mandatory Overtime** Revise Article XXXIII Section 1 add italicized: For the purpose of counting the numbers of hours worked in a week for overtime purposes, hours worked shall not consist of vacation, sick leave or other times when the employee does not perform actual work, *unless the employee is called in for mandatory overtime during a previously scheduled vacation.*
5. **Clinical Nurse Managers and Nurse Coordinator** Add Section 6: The work year for all school nurse managers will be one hundred and eighty two (182) days long at current school hours. This will include one hundred and eighty (180) days the students are in session and two (2) days of training for which attendance shall be mandatory. This provides for one (1) day of training before school begins and one (1) day after the end of the school year for required CPR/First Aid training as well as other training determined by the Health Director. The Nurse Coordinators work year will be one hundred and ninety-two (192) days at current school hours, as Nurse Coordinators work one week prior to the return of school nurses, and one week after they have finished. Since the City may be offering CEU and PDP classes pertinent to maintaining certifications, personal days cannot be taken.
6. **Compensatory Time Accumulation** Revise Article XXXI, Section 1D to increase comp time accumulation to a maximum of two weeks. As explained in Section 1C, accumulation of comp time requires department head approval.
7. **Non-discrimination and Inclusion** Article I, amend last sentence to apply equally “regardless of gender identity.” Article III, amend to include gender identity.
8. **Early Closure** The parties agree that discretionary closures or delayed start for inclement weather, early holiday closure or otherwise, are at the sole discretion of the City Manager. Such closures and/or delayed starts shall not constitute grounds for any grievance.
9. **Contract Provisions**
 - a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
 - b. Except as modified herein, all provisions of the present existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 16th day of October, 2018.

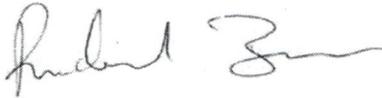
Local 2532



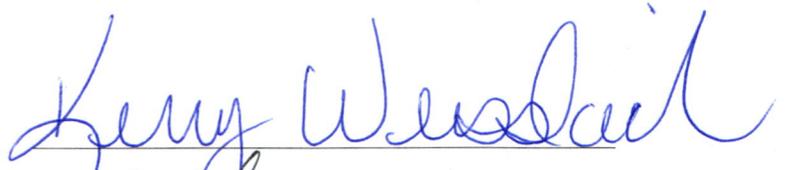
Eileen Donoghue, City Manager

Approved as to Form:

Bargaining Committee:



Rachel M. Brown
First Assistant City Solicitor





Kerry A. Alexander

CS & HA 3-1008105

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
THE LOWELL MASSACHUSETTS MIDDLE MANAGEMENT
EMPLOYEES, AFSCME, COUNCIL 93, LOCAL 2532**

On March 10, 2020, the Commonwealth of Massachusetts Governor Charlie Baker declared a state of emergency as a result of the COVID-19 pandemic, with ensuing temporary closures of non-essential businesses and Massachusetts Department of Health stay-at-home advisories;

The City of Lowell's (the "City") MIS department has been purchasing/receiving an unprecedented amount of equipment in support of remote access mandates established by Lowell's City Manager due to the pandemic;

While Local 2532 ("the Union") MIS employees are working overtime to accomplish this task, Article XXXIII, Section 1 of the Collective Bargaining Agreement (the "CBA") stipulates that any overtime work over 50 hours per week be compensated via compensatory time;

The Union seeks that these MIS employees may elect to receive straight time rate of pay compensation for that time worked instead of receiving additional compensatory time to support the remote access initiatives by allowing MIS employees additional compensated time to prepare the equipment being received in order to better support remote access initiatives; and

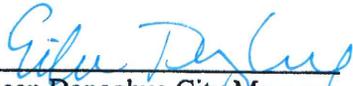
The City and the Union (collectively, the "Parties") hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Article XXXIII, Section 1 of the Parties' CBA reads in pertinent part: "Employees of the MIS Department will be paid overtime at the rate of one and one-half times their regular rate for hours worked in excess of forty-five per week up to fifty hours per week. For hours worked in excess of forty up to forty-five, employees shall be compensated at straight time. For hours worked in excess of fifty per week, employees will receive compensatory time as provided in Article XXXI...." (emphasis added);

2. Effective upon execution of this Memorandum of Understanding, notwithstanding the above-referenced CBA Article, MIS employees of the Union working over 50 hours per week may temporarily elect to receive straight time rate of pay compensation for that time worked instead of receiving compensatory time; and
3. This Memorandum of Understanding shall expire on December 30, 2020, unless extended by mutual agreement of the Parties;

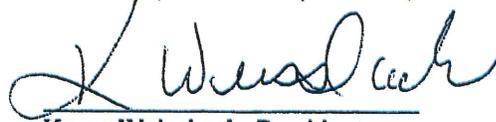
In Witness thereof, the City and the Union have caused this Memorandum of Understanding to be executed by their duly authorized representatives this _____ day of December, 2020.

CITY OF LOWELL



Eileen Donoghue City Manager

AFSCME, Council 93, Local 2532



Kerry Weissbach, President

APPROVED AS TO FORM:



Kerry Regan Jenness
1st Assistant City Solicitor

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, STATE COUNCIL 93, LOCAL 2532**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2021 – JUNE 30, 2024**

The City of Lowell (“the City”) and the American Federation of State, County, and Municipal Employees, State Council 93, Local 2532 (“the Union”), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary:

a. Year 1 (July 1, 2021 – June 30, 2022)

- i. There shall be a 2.5% increase in salary for all employees in the Union, effective on the first day (July 1, 2021) for the fiscal year July 1, 2021 to June 30, 2022. Employees in the Union shall receive retroactive pay back to July 1, 2021.

b. Year 2 (July 1, 2022 – June 30, 2023)

- i. There shall be a 2.5% increase in salary for all employees in the union effective on the first day (July 1, 2022) for the fiscal year July 1, 2022 to June 30, 2023.

c. Year 3 (July 1, 2023 – June 30, 2024)

- i. There shall be a 2.5% increase in salary for all employees in the union effective on the first day (July 1, 2023) for the fiscal year July 1, 2023 to June 30, 2024.

2. Vacation Day Increments

- a. The City and Union agree to change the language of Article XXII, Section 3 to permit the use of vacation time in one hour increments consistent with sick leave. The last sentence of Article XXII, Section 3 shall be replaced with the following:
 - i. Employees shall have the right to use vacation time in one (1) hour increments upon approval of the Department Head.

3. Reimbursement

- a. The City and Union agree to change the language of Article XXXIV, Section 8 to revert the professional development and miscellaneous costs reimbursement to a stipend.
- b. Article XXXIV, Section 8 will be replaced with the following language:
 - i. Section 8: Nurses – Professional Reimbursements.
As of January 1, 2022, the Nursing Staff shall receive a \$400.00 stipend for

professional development and a \$450.00 stipend for miscellaneous costs. Employees shall obtain Department Head approval to attend events covered under this stipend when they occur during regular working hours.

Local 2532 nursing staff shall receive a \$1,500.00 one-time stipend for National Certification.

2 professional days not charged to personal time.

4. Contract Provisions

- a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
- b. Except as modified herein, all provisions of the present existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 5 day of OCTOBER, 2021.

CITY OF LOWELL

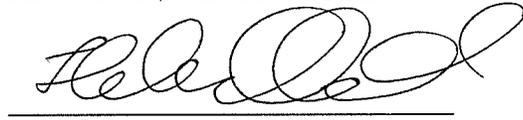
UNION:

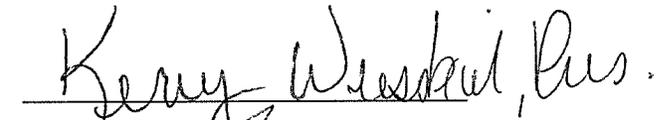
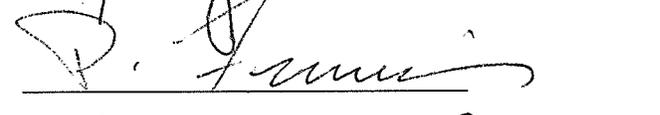

Eileen Donoghue,
City Manager

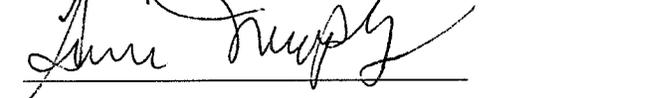

Union Representative *ASACME*
COUNCIL 93

APPROVED AS TO FORM

EMPLOYEE:


Helen Anderson,
Assistant City Solicitor



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, STATE COUNCIL 93, LOCAL 2532**

**RE: COLLECTIVE BARGAINING AGREEMENT
FOR JULY 1, 2024 – JUNE 30, 2027**

The City of Lowell ("City") and the American Federation of State, County, and Municipal Employees, State Council 93, Local 2532 ("Union"), hereby agree to the following terms and conditions of this Memorandum of Understanding:

1. Salary

- a. Year 1 (July 1, 2024 – June 30, 2025)
 - i. There shall be a 4% increase in salary for all employees in the Union, effective on the first day (July 1, 2024) of the fiscal year to June 30, 2025.
- b. Year 2 (July 1, 2025 – June 30, 2026)
 - i. There shall be a 3% increase in salary for all employees in the Union, effective on the first day (July 1, 2025) of the fiscal year to June 30, 2026.
- c. Year 3 (July 1, 2026 – June 30, 2027)
 - i. There shall be a 2% increase in salary for all employees in the Union, effective on the first day (July 1, 2026) of the fiscal year to June 30, 2027.

2. Stipends: Second paragraph of Article XXXIV, Section 8 shall be amended as follows: "As of July 1, 2024, the Nursing Staff shall receive a stipend of \$900 to cover professional development and miscellaneous costs. Employees shall obtain Department Head approval to attend events covered under this stipend when they occur during regular working hours."

3. Recognition: First paragraph of Article II shall be amended as follows: "The City recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all professional personnel, including permanent employees (defined as employees who have achieved permanent status under civil service law, including employees serving under a provisional promotion to a higher position) and including provisional employees and temporary employees who have been in such status for more than ninety (90) calendar days without interruption in service, excluding all managerial employees, contractual employees, casual, seasonal, and temporary employees and all other City employees. New employees hired to the bargaining unit, and who have served the ninety (90) calendar day period, shall be required to pay union dues or agency service fee."

4. Arbitration: Article VIII, Section 6 shall be amended as follows: "In the event that a grievance is not settled in a satisfactory manner in Step 2, THE UNION may submit any such grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and with the City Manager's Office within thirty (30) working days after its receipt of the City Manager's answer. The Parties may agree to mediation following filing for arbitration with the American Arbitration Association. The Parties shall share equally in the cost of the arbitration

proceedings. The arbitrator shall have no authority to alter, amend, or modify this Agreement in any way. The arbitrator's award shall be final and binding upon the Parties hereto."

5. Miscellaneous: Add a Section 11 to Article XXXIV that shall read as follows:

"It shall not be a prohibited practice under M.G.L. c.150E for the City to make minor, non-material changes to bargaining unit member job descriptions. "Minor, non-material" is defined as changes that do not alter the core duties, qualifications, or working conditions of the position.

The City will inform the Union president, or their designee, of any minor, non-material changes to a job description in a timely manner. This notification will include details of the planned changes. Upon request by the Union, the City will provide the rationale for any language change.

At all times, the City will remain open to consultation with the Union regarding job description changes for bargaining unit members."

6. Performance Evaluations: Amend part G of the first paragraph of Article XXXVII as follows: "An employee and their immediate supervisor shall participate in performance evaluations on an annual basis, regardless of said employee's step on the salary grid."

7. Wages: There shall be two (2) new steps (numbers 7 and 8) added to the existing salary grid. There shall be a 1.5% differential between Steps 6 and 7, and 7 and 8. Steps 7 and 8 shall not go into effect until July 1, 2025.

8. Contract Provisions

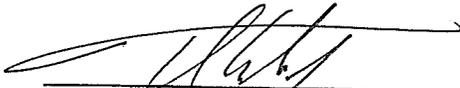
a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive, integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.

b. Except as modified herein, all provisions of the present, existing Collective Bargaining Agreement integrated contract remain in full force and effect.

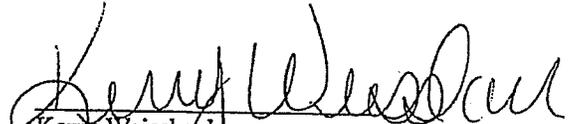
Witness our hands and seals this _____ day of _____, 2024.

CITY OF LOWELL

LOCAL 2532

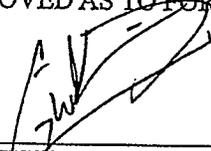


Thomas A. Golden, Jr.
City Manager



Kerry Weissbach
President

APPROVED AS TO FORM



Corey Williams
City Solicitor

COMMONWEALTH OF MASSACHUSETTS
CITY OF LOWELL

In City Council

VOTE

Authorizing the City Council to Ratify and Approve the execution by the City Manager of the Memorandum of Understanding between the City of Lowell and Local 2532, AFSCME Council 93 covering the period July 1, 2024 through June 30, 2027.

In accordance with Massachusetts General Laws, Chapter 150E, Section 7(b), a Memorandum of Understanding between the City of Lowell and Local 2532, AFSCME Council 93 covering the period July 1, 2024 through June 30, 2027 has been reached by the City of Lowell, acting through its City Manager, as the collective bargaining representative, and AFSCME Local 2532, which agreement covers the items negotiated over the past few months of which are outlined in the attached "Agreement"; and

That funds necessary to cover the cost of this agreement are requested herewith; and

It is necessary that the City Council approve the expenditure of the funds pursuant to the AFSCME Local 2532 Memorandum of Understanding; and

The City Manager requests and recommends approval of said Agreement, a copy of which is attached and marked "A".

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

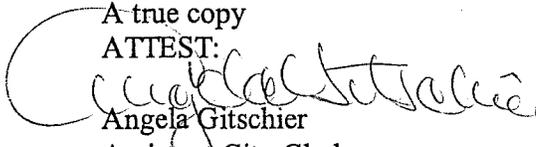
That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and AFSCME Local 2532 covering the period July 1, 2024 through June 30, 2027, the terms of which are outlined in the attached "Memorandum of Understanding", and further authorize the expenditure of funds for this Agreement.

In City Council June 25, 2024, Read twice and adopted on roll call vote 11 yeas. So Voted./s/Angela Gitschier, Assistant City Clerk

Approved by City Manager Thomas A. Golden, Jr. June 26, 2024.

A true copy

ATTEST:


Angela Gitschier

Assistant City Clerk

V:collectivebargaining/Local2532-2024-2027