

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF LOWELL
AND
LOWELL ORGANIZATION OF CITY ENGINEERS**

EFFECTIVE: JULY 1, 2024
EXPIRING: JUNE 30, 2027

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY OF LOWELL
AND
LOWELL ORGANIZATION OF CITY ENGINEERS**

THIS AGREEMENT entered into by and between the City of Lowell, Massachusetts, hereinafter referred to as the EMPLOYER, and the Lowell Organization of City Engineers, hereinafter referred to as UNION, has its purpose the promotion of harmonious relations between the EMPLOYER and 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
Recognition**

Section 1. General

The EMPLOYER recognizes UNION as the sole and exclusive bargaining representative with respect to wages, hours and other terms and conditions of employment of all professional employees within the bargaining unit, hereinafter more fully defined.

Except as herein otherwise defined, wherever the term "employee" is used within this Agreement, it shall mean permanent "professional employees within the bargaining unit", as hereinafter described. The term "employee" shall also mean a provisional employee and a temporary employee who has been in such status for more than six (6) months without interruption in service.

The term "provisional employee" as used in paragraph 8, shall mean employees serving under a provisional appointment, authorized on a requisition from Civil Service, when there is no suitable eligible list. The term "provisional employee" does not mean a permanent employee serving under a provisional promotion in a higher position awaiting Civil Service examination, or other reason as determined by the Civil Service Commission. The latter employees are permanent

employees serving under a provisional appointment, and are employees covered by this Agreement.

Section 2. Unit Definition

The bargaining unit covered by this Agreement shall consist of the following: "All Engineers and Assistant Engineers in every grade in the Division of Engineering in the Lowell Department of Public Works excluding the City Engineer, Deputy Commissioner and all other "employees". The above unit is defined in certification from the Labor Commission dated March 5, 1984 (Case No. MCR-3433).

Section 3. Other Unions or Groups

The EMPLOYER will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or individual for the purpose of undermining the UNION or changing any condition of this Agreement.

ARTICLE II Emergency Defined

Section 1. Definition

Wherever the term "emergency" is used in this Agreement, it shall mean any emergency as determined by the Department Head or person in higher authority or any extraordinary workload situation as determined by the Department Head or person in higher authority.

Section 2. Grievance

The Union reserves the right to resort to the grievance procedure if it does not agree to what constitutes an emergency.

ARTICLE III Union Security

Section 1. Authorization

During the life of this Agreement and in accordance with the terms of the form of Authorization for payroll deductions of Union Dues or Agency Service Fee, hereinafter set forth, the Employer agrees to deduct Union Membership Dues or Agency Fee levied by the Union from the pay of each Employee who executes, or has executed, such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made weekly; provided that the Treasurer of the Union posts bond, as per General Laws, on a form approved by the Commissioner of Corporations and Taxation. This refers entirely to employees who have given authority to said Treasurer to make such deductions. These payroll deductions are under the authority granted by Massachusetts General Laws, Chapter 180, Sections 17A and 17G, as amended.

Section 2. Agency Service Fee as Condition of Employment

In accordance with Massachusetts General Laws, Chapter 150E, Section 12, as amended, it is agreed by the Employer and the Union that all employees within the bargaining unit are required, as a condition of employment, to pay an agency service fee to the Union. Said agency service fee, proportionately commensurate with the cost of collective bargaining and contract administration, is equal to the amount of union membership dues. Employees within the bargaining unit shall not be required to pay both Union membership dues and the agency service fee. Payment of the agency service fee shall commence on or after the thirtieth day following commencement of employment of the date of execution of this agreement whichever is later.

Payroll deduction of the agency service fee shall be made in accordance with the vote of majority of employees within the bargaining unit present and voting at the meeting held after notice as provided in Chapter 150E, Section 12. The Union shall indemnify the City against any damages or costs incurred in compliance with this section.

Section 3. Form of Authorization for Payroll Deduction of Union Dues or Agency Fee

See following page.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

Last Name First Name Middle Name

TO:

Employer Department

Effective , I hereby request and authorize you to deduct from my earnings each the amount of \$

This amount shall be paid to The Treasurer of the Lowell Organization of City Engineers and represents payment of my Union dues.

These deductions may be terminated by me giving you a sixty (60)days written notice, in advance, or upon termination of my employment.

Employee's Signature

Employee's Address

ARTICLE IV
Nondiscrimination

The Employer and the Union agree that neither the Employer nor the Union, nor any representatives thereof, will discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union or for adherence to the provisions of this Agreement.

ARTICLE V
Management Rights of Employer

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 exclusive right of the City Manager and/or the Department Head 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 VI
Grievance Procedure and Arbitration

Section 1. Matters Covered

As provided in Massachusetts General Laws, Chapter 150E, Section 8, the grievance procedure hereinafter set forth shall only be involved in the event of any dispute concerning the interpretation or application of this collective bargaining agreement. No other matters shall be the subject of the grievance procedure. Employees shall be expected to work now and grieve later.

Where a grievance, as defined in Section 1 hereof, involves suspension, dismissal, removal or termination it shall be processed beginning at the second (2nd) step. If the case reaches arbitration, the arbitrator shall have the power to suggest a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

As provided in G.L. c.150E, s.8, in case of suspension or dismissal of an employee with more than one hundred twenty (120) days of service, if such employee elects, grievance arbitration shall be the exclusive procedure, and accordingly, an employee shall not have recourse to the Civil Service Commission, Retirement Board, or any other administrative procedure precluded by the election of grievance arbitration under section 8. Any matter not involving suspension or dismissal which is subject to the exclusive jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

Section 2. Written Submission of Grievance

Written submissions of grievances covered by the preceding steps shall be in not less than triplicate, on specified forms, and shall be signed by the representative of the Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by Employer's representative and the Union representative reaching the adjustment.

At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 3. Steps in Grievance Procedure

Grievances shall be processed as follows:

Step 1. The Union Steward, and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor outside of the bargaining unit within ten (10) working days of the date of the grievance or his/her knowledge of its occurrence. The Supervisor shall attempt to adjust the matter informally and shall respond to the steward within three (3) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Department Head, within ten (10) working days after the supervisor's response is due. The Department Head shall meet with the Business Agent of the Union to discuss the grievance. The Department Head shall respond to the Business Agent in writing within ten (10) working days.

Step 3. If the grievance still remains unadjusted it may be presented to the City Manager or his/her designee in writing within ten (10) working days after the response of the Department Head is due. The City Manager or his/her designee shall respond to the Union in writing within ten (10) working days after receipt of the grievance.

Step 4. If the grievance is still unsettled, either party may present the grievance to the Department of Labor Relations¹ for review and non-binding recommendation of the mediator. The expense of mediation shall be borne equally by the Union and the Employer.

Step 5. If the grievance is still unsettled, after mediation, either party may, within ten (10) days after the reply of the City Manager is due, by written notice to each other, request arbitration with the American Arbitration Association.² The parties agree to mandatory mediation following filing for arbitration with the American Arbitration Association.³

The Arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) days after notice has been given.

If the parties fail to select an arbitrator, the American Arbitration Association⁴ shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel.

The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. If the

¹ DLR substituted for Board of Arbitration and Conciliation in 18-21 MOU.

² 24-27 MOU. AAA shall be venue for arbitration.

³ 24-27 MOU. AAA replaced DLR.

⁴ 24-27 MOU. AAA replaced DLR.

parties shall fail to select the arbitrator as herein provided within seven (7) calendar days of receipt of the list, the American Arbitration Association⁵ shall appoint the arbitrator subject to the rules of the Department.

The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing his/her finding of fact and decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Except as provided in Section 1, no individual employee or group of employees shall have the right to arbitrate a grievance with the City except with the agreement of the Union. A grievance shall be deemed waived unless it is submitted to arbitration within the time limits provided in this agreement, unless a mutual agreement to extend those limits is reached.

Except in case of an election under Section 8 of G.L. c.150E, no individual employee or group of employees shall have the right to arbitrate a grievance with the Employer except with the agreement of both the Union and the Employer. A grievance shall be deemed waived unless it is submitted to arbitration within the time limits provided in this Agreement.

ARTICLE VII
No Strike Clause

⁵ 24-27 MOU. AAA replaced DLR

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 VIII **Stability of Agreement**

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such

term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE IX
Adherence to Civil Service

The Employer and the Union recognize and adhere to all State Labor Laws and to Civil Service Laws and Rules and Regulations relative to seniority, promotions, transfers, discharges, removals and suspensions, duties and appointment, etc. The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure.

ARTICLE X
Seniority

Section 1. Permanent Employees

In regard to promotion, transfer, increase or decrease in the working force, and matters covered by civil service law or regulation, seniority of permanent civil service employees shall be determined by the provisions of Mass. General Laws, Chapter 31, section 33, as amended.

Section 2.

Except for purposes of promotion, transfer, increase or decrease in the working force, and matters covered by civil service law and regulation, the length of service of any employee in Grade (as classified by Civil Service) within a department (or division when relating to Public Works Department) shall determine the seniority of the employee. Departmental seniority lists shall be posted by the Employer in each department or division.

Section 3.

An employee's seniority shall start from the day of assignment to that grade.

Section 4. Vacancy

Where the qualifications and ability of the employees are relatively equal, the principle of seniority as defined in Section 2 hereof, shall govern and control in all cases of preference in filling shift vacancy, overtime rotation, holiday rotation and vacation preference.

Section 5.

The Employer shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily or capriciously. Any dispute hereunder as to whether employer has acted arbitrarily or capriciously, shall be the subject of the grievance and arbitration procedure. The Employer agrees to make available to the Union upon request the names of the top three employees involved in the filling of a position and the name of the employee selected by the Employer for the position.

Section 6.

Concerning vacation preference, nothing herein shall limit the authority of the department head as provided in General Laws Chapter 41, section 111, as amended.

ARTICLE XI
Hours of Work - Work Week

Section 1. Hours of Work

The regular hours of work each day shall be consecutive, eight (8) hours per day, between the hours of 7:00 a.m. and 5:00 p.m., except for interruptions for lunch periods.⁶ The City Engineer/Deputy/Commissioner shall set work schedules in order to cover the needs of the department.

Section 2. Work Week

⁶ MOU 21-24. Eight hour day replaced seven hour day. 7:00am replaced 8:00am.

Except as herein otherwise provided, the work week for employees in this unit shall consist of five (5) consecutive eight (8)⁷ working hour days: Monday through Friday, inclusive. Management reserves the right to post and establish different schedules for new hires.

Section 3. Flexible Schedule

Flex time may occur if mutually agreed to.

ARTICLE XII Overtime and Compensatory Time⁸

Section 1.

An employee covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his/her regular base rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week.⁹

Section 2. Callback

If a member is “called-back” to work, the member shall be entitled to a minimum of four hours of pay at an overtime rate, regardless of whether vacation day(s) were used that work week. Thus, if a member is on a scheduled vacation and the member is “called-back” to work during a week of scheduled vacation, the member shall be entitled to receive a minimum of four hours of pay at an overtime rate for the day(s) upon which the member is “called-back” to work during that work week.¹⁰

Overtime shall be equally and impartially distributed on a rotating basis among personnel in each area who ordinarily perform such related work in the normal course of their work week according to the seniority of the employee, as defined in Article X, Section 2. When, in case of

⁷ Seven (7) amended to Eight (8) after consultation between parties during 2024-2027 integration process.

⁸ Article Title amended in 15-18 MOU.

⁹ MOU 21-24. Eight hours replaced seven. Forty hours replaced thirty-five.

¹⁰ Paragraph added in 15-18 MOU.

emergencies, it is necessary to call in outside personnel to aid and assist the department personnel, the outside personnel shall be released from their duties first when the work load lessens.¹¹

The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records they shall be subject to examination by the Union Representative or the shop steward with the foreman of the division involved.

Overtime work shall be voluntary, except for emergencies. There shall be no discrimination against any employee who declines to work overtime.

Any time a member is required to work non-scheduled and/or emergency overtime, the member shall be entitled to overtime pay regardless of whether vacation day(s), personal day(s), and/or sick day(s) were used during that week. The inclusion of vacation day(s), personal day(s), and/or sick day(s) in overtime calculations shall not apply to instances of schedule overtime. The Union and City agree that when feasible, the Department Head shall notify members in advance of scheduled overtime opportunities.¹²

In the event of a recalculation of pay in instances of schedule overtime, any conversion from overtime to regular salary shall include payment of hours worked as opposed to restoration of time.¹³

For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

For purposes of counting forty (40) working hours¹⁴ in any week for computing overtime, the first three (3) days of sick leave absences per calendar year, and the first three (3) absences in calendar year of vacation days shall count as time worked, but any additional sick leave absences

¹¹ Outside personnel sentence added in 15-18 MOU.

¹² Paragraph added in 15-18 MOU.

¹³ Paragraph added in 15-18 MOU.

¹⁴ "Forty (40) working hours" replaced thirty-five (35) in 21-24 MOU.

or vacation day absences thereafter shall not count as time worked. The above does not relate to a regularly scheduled normal vacation weeks' time.

Section 3.¹⁵

If there is no overtime available in the budget allowance, members will be eligible for compensatory time at the discretion of the department head. Regardless of budget allowance, members may, with the approval of the department head, receive compensatory time in lieu of overtime.

ARTICLE XIII Union Officers and Stewards

A written list of Union Officers and the Union Stewards shall be furnished by the Union to the Employer immediately after their election or designation, and the Union shall notify the Employer, in writing of any changes. This list shall not exceed one (1) Steward from all departments covered by this Agreement.

The Union Steward shall be granted reasonable time off during working hours to investigate and settle grievances, attend meetings of state and national bodies without loss of pay.

The above Stewards and Employees shall receive permission from the Division Head for the time off referred to in the previous paragraph. The Division Head shall not unreasonably withhold such permission.

ARTICLE XIV Meal Periods

All employees shall be granted an unpaid one (1) hour or one-half (1/2) hour meal period during each work shift. Employees will receive a one hour meal period unless they request, in writing, to the City Engineer/Deputy/Commissioner, a one-half hour period. A one-half hour meal period will be granted except where denying the request is necessary to provide continuity of staff.

¹⁵ Section added in 15-18 MOU.

Likewise, whenever possible, the meal period shall be scheduled at the middle of the shift, except where staggering of meal periods is required to provide continuity of staff.¹⁶

ARTICLE XV
Holidays

The following days shall be considered to be paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Juneteenth ¹⁷
Presidents' Day	Labor Day
Patriot's Day	Columbus Day
Memorial Day	Veterans' Day
Christmas Day	Thanksgiving Day

In addition to the enumerate holidays above, this Article shall also apply to any legal holidays created by the Massachusetts General Court.¹⁸

Holiday pay shall be one full day's pay at straight time rate. If a holiday occurs on a regular day off of an employee, he shall receive, in addition to his/her regular compensation, the holiday pay as above specified. Holiday pay does not include shift differential.

To be eligible for holiday pay, any employee shall have worked on their regular scheduled workday preceding the holiday and have worked on the regular scheduled workday following the holiday, unless on paid leave. Employees on Worker's Compensation shall be compensated in accordance with Worker's Compensation Act 152 as amended, and shall not be eligible for additional days' pay.

¹⁶ Added in 21-24 MOU.

¹⁷ Juneteenth added as a holiday in 21-24 MOU.

¹⁸ Added in 21-24 MOU.

If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation, with pay. Any employee required to work on a holiday shall receive, in addition to his/her holiday pay, time and one-half (1 1/2) for all hours worked.

A holiday off shall be considered as hours worked for purposes of determining overtime during that payroll week in which holiday falls.

When a holiday falls on Saturday, an employee will be paid an extra day's pay for the work week in which the holiday falls, provided however, if the employee requests and the Department Head approves, an employee may be granted a compensatory day off at straight time in lieu of cash.

Employees working on the actual holiday of Saturday {or Sunday) will be paid holiday pay at straight rate plus time and one-half for hours worked. The Friday (for Saturday) or Monday (for Sunday) holiday for legal purposes will be treated as a skeleton day. The majority of employees who work a Monday or Friday shift and are not 24 hour operation for manpower purposes, shall have the Friday immediately preceding the Saturday holiday or the Monday following the Sunday holiday, off rather than an extra days pay. If an employee who is eligible for overtime pay works on a regular workday, he/she shall be paid time and one-half for such day and one additional days pay at straight time. Should the employer choose not to close the City departments on the Friday preceding a Saturday holiday, the provisions of this Article in effect on June 30, 1999, shall remain in full force and effect.

Employees in this Unit shall be entitled to a scheduled fourth (4th) personal day to be used on the day after Thanksgiving.

ARTICLE XVI

Vacations

Section 1.

Every employee covered by this Agreement, in accordance with General Laws, Chapter 41, Section 111, as amended, shall be granted a vacation of not less than two (2) weeks, without loss of pay, in each calendar year if he/she 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.

Section 2.

Every employee covered by this Agreement, who has worked for the Employer not less than five (5) 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 hereby added:

Fifteen Years of service	5 weeks vacation
Sixteen Years	5 weeks plus one day
Seventeen Years	5 weeks plus two days
Eighteen Years	5 weeks plus three days
Nineteen Years	5 weeks plus four days
Twenty Years	6 weeks

Section 3.

Vacation shall be granted by the Division at such time as, in his/her opinion, will cause the least interference with the performance of the regular work of the Employer. Annual vacation posting sign up shall be a guide to vacation scheduling by the Employer.

Section 4.

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

Section 5.

In accordance with the provisions of General Laws, Chapter 41, Section 111E, as amended, whenever the employment of any eligible employee is terminated during a year by dismissal through no fault or delinquency on his/her part, or by resignation, retirement or death, without his/her having been granted the vacation to which he is entitled, he, or in the case of his/her death, his/her estate, shall be paid at the regular rate of compensation payable to him at the termination of his/her employment, an amount in lieu of such vacation, provided that no monetary or other allowance has already been made therefor. If termination is due to death, payments hereunder shall be made in accordance with General Laws, Chapter 41, Section 111-1, as amended, where applicable.

Vacation schedule shall be arranged so that employees with less than twenty (20) years of service shall be granted at least one (1) week of vacation during summer period (June 1st to September 15th). Employees with twenty (20) years of service or more, shall be granted at least two (2) weeks of vacation during said summer period.

Vacation benefits provided in this Article are hereby extended to include provisional employees covered by this Agreement.

For purposes of computing the number of weeks of vacation eligibility, prior service under the Federal EEA and CETA Programs for the City of Lowell shall be counted in ascertaining aggregate years of service under MGL Chapter 41, section 111G 1/2.

Employees covered by this Agreement may carry over not more than two (2) weeks unused vacation into the next 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 year's vacation entitlement.

Notwithstanding the above paragraph, employees with annual vacation entitlement of four (4) or five (5) weeks may carry over four (4) weeks non-cumulative into the following calendar year. Employees with vacation entitlement of three weeks may carry over two weeks vacation into the next calendar year.

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

Employees shall be allowed to take vacations one day at a time, upon advance application to the Division Head, who shall not unreasonably withhold such permission.

ARTICLE XVII

Sick Leave

Section 1. General

As provided by Massachusetts General Laws, Chapter 41, Section 111B, as amended, and by the Sick Leave Ordinance of the Code of the City of Lowell, each employee regularly employed, when entitled thereto, shall be granted leave with pay on account of illness or injury, whether or not received in the line of duty, for which he does not receive compensation or other benefits from the Employer, for not more than twelve (12) working days per annum. The Union members shall accrue sick leave at the rate of twelve (12) days per year from the beginning of a year.

Sick leave shall be cumulative, but not in excess of a maximum of three hundred (300) working days. The maximum accumulation shall be increased to two hundred sixty (260) days, for the purpose of payment under section 2 of this Article. Employees shall accrue sick, vacation and personal time on January 1st of each year.

Nothing in the preceding paragraphs regarding sick leave benefits shall be deemed to waive any of the provisions of said Sick Leave Ordinance set forth in the Code of the City of Lowell.

The rate of pay which an employee shall receive sick leave shall be at 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 sick leave.

Section 2. Upon Death or Retirement

Upon death or retirement of an employee the Employer shall pay for unused accumulated sick leave at forty (40%) percent of authorized accumulated unused sick leave to a maximum cap of \$20,000. No such payment shall be made upon termination of employment for any other reasons. Payment made hereunder concerning a deceased employee shall be made in accordance with MA General Laws, Chapter 41, Section III - I, as amended. This Section 2 shall apply only to death or retirement of an employee on or after July 1, 1995.

Section 3. Federal Leave Act

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

Section 4. Sick Leave Incentive Buy-back

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 days in the previous fiscal year and have increased their accumulation by at least five days.

- a. 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, 2014. 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 XVIII
Funeral 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, three (3) days leave with pay shall be granted to such employee and shall not be charged against his/her sick leave or vacation benefits. These three (3) days shall not in any case extend beyond the day of the funeral, except where the funeral is conducted out of the City, in which case the Department Head is authorized to grant reasonable additional time.

In the case of the death of a brother or sister of an employee's husband or wife, one (1) days leave of absence, with pay, shall be allowed if requested, but it shall not be charged against his or 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.

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 XIX
Personal Leave

Employees shall be granted up three (3) personal days each fiscal year for urgent family or personal business that cannot be conducted outside of an employee's regular work schedule. Unit members shall cooperate in giving advance verbal notice, normally at least five (5) days. Personal leave shall not count as time worked for the purpose of computing overtime and shall

not be accumulated. Employees shall accrue sick, vacation and personal time on January 1st of each year.

ARTICLE XX
Jury Pay

The Employer agrees to make up the difference in an employee's wages between a normal week's wage and compensation received for jury duty.

This shall be accomplished in accordance with the present practice of having the employee pay over to the Employer his/her jury pay in full, exclusive of any travel or other allowance and, in turn, the Employer will pay to the employee his/her regular weekly wages.

The rate of pay which an employee shall receive hereunder while on jury duty, shall be the base rate of pay for the grade of the position in which he is working on his/her last work day prior to the commencement of jury duty.

This Article shall be interpreted consistent with Mass. General Laws, Chapter 234A, but the provisions of this Article shall govern the amount of pay received while on jury duty for more than three (3) days.

ARTICLE XXI
Health and Insurance Plan

The Employer shall provide health and life insurance for employees and dependents according to Mass. General Laws, Chapter 32B, as amended, to the extent that the applicable sections of said chapter have been duly accepted by the City of Lowell as therein provided, and to the extent that each employee and his/her dependents are otherwise individually eligible therefor.

It is agreed that the Employer shall pay seventy-five(75%) percent of the cost of the managed care health insurance plan in force for all City employees, and the employee shall pay twenty-five (25%) percent of the cost thereof.

It is further agreed that the Employer shall pay seventy-five (75%) percent of the cost of the basic life insurance plan (\$2,000.00) and the employee shall pay twenty-five (25%) percent of the cost thereof.

The Employer and the Union agree that a pre-tax health insurance plan shall be provided which shall include:

- (1) 75/25% (Employer/Employee) payment share of the cost thereof;
- (2) dental insurance coverage;
- (3) benefit management provisions; and
- (4) pre-selected facilities for substance abuse.

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

The City will offer in the future a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO) or other managed care product for health, dental and/or other health packages which are more user friendly (routine physicals, eye exams, etc.). This is to be offered in conjunction with current plans. The Unit agrees not to grieve such offering.

The Employer and Employee agree to continue ongoing discussion regarding the availability of the HMO, and/or PPO, but not the Master Medical Plan for new hires. This may be agreed upon at a future date through a side letter of agreement.

ARTICLE XXII

Uniforms and Protective Clothing

Section 1.

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective

device shall be furnished to the employee by the Employer. The cost of maintaining the uniform or protective clothing (furnished by the Employer) in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the Employer.

Notwithstanding the above provision, the Employer agrees to furnish for employees such protective clothing, gloves, raingear, etc. as the Employer is presently providing as of the date of this Agreement.

The Employer agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement, except personal tools.

The employee shall be responsible for all tools that are assigned to his custody.

Union members shall receive a five hundred dollar (\$500.00) stipend, which shall be rolled into each members' base pay. Said stipend shall be for the purchase of safety work boots and clothing for the member.¹⁹

ARTICLE XXIII

Duties

Employees covered by this Agreement shall have their duties conform to Civil Service Standards, and as at present, performed by employees covered by this Agreement.

All employees may be required to operate a City vehicle if it pertains to their job.

ARTICLE XXIV

Wages and Pay Classification

Section 1. Wages

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

¹⁹ \$500 stipend replaced \$200 reimbursement in 21-24 MOU.

Section 2. General

a. The above basic weekly compensation increase provided in Section 1, unless otherwise specified, shall apply to all positions and classifications and all pay steps of all employees within the bargaining units covered by this Agreement.

b. Except as may be specifically provided otherwise in this Agreement, the rate of pay which an employee shall be entitled to receive for any period of absence not actually worked shall be the base rate of pay for the grade of the position in which said employee was working on his last working day prior to such absence.

c. The Union agrees to receive their payroll checks every two weeks, conditioned on all other Unions similarly agreeing to bi-weekly payroll or a similar provision. In no event shall an employee go more than 1 week without a payroll check.

d. The Union agrees that all members shall receive their paychecks by direct deposit.

Section 3. Compensation Grades

In consideration of the provisions of this Agreement, including the provisions of this section and section 1 of this Article; the City and the Union and the Employees covered by this Agreement all agree that the City of Lowell (acting through its City Manager) shall rescind and revoke Chapter 245 of the Acts of 1951, under which the salary base of said employees was tied to the salary base of civil engineers of the Commonwealth of Massachusetts.

Section 4. Longevity

Longevity pay as such shall no longer be paid. Any amounts currently paid as longevity pay shall be incorporated into an employees base pay and be used for all calculations effective July 2, 1995.

Section 5.

The Employer agrees to provide a \$1,000 per year stipend for anyone in this Unit who has registrations as a surveyor in training, or engineer in training. The Employer agrees to provide a \$1,500 per year stipend for anyone in this Unit who has registrations as a registered land surveyor, or registered engineer. Said stipend will be paid on a weekly basis and be considered part of the base wages. Registration certificates are to be provided to the Human Relations Office. Maximum payment for registration(s) shall not exceed \$1,500 per year effective 7/1/24.²⁰ In turn, the Civil Engineer must, if requested, by the City, perform the skills and assignments commensurate with his/her license and utilize his/her license if requested to do so by the City.

Section 6. Emergency Weather Stipend²¹

In the event a union member is called into a supervisory position due to snow or other weather emergency, the member shall receive a five dollar (\$5.00) per hour stipend for supervisory spotting work. This hourly stipend shall apply only to hours working in a supervisory spotting capacity.

ARTICLE XXV Job Posting - Job Bidding

To the extent permitted by Civil Service, whenever a permanent position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for five (5) working days.

Employees interested shall apply, in writing, within the five (5) day period. All employees who apply shall be granted an interview. In filling a permanent vacancy, normally within a reasonable time, where there is no Civil Service List, and all other relevant factors are relatively equal, the job will be awarded to one of the top three on the list by seniority and qualifications. The Employer shall make every attempt to promote from within.

²⁰ 24-27 MOU. Stipend for surveyor in training/engineer in training increased from \$600 to \$1,000. Stipend for registered surveyor/registered engineer increased from \$600 to \$1,500.

²¹ Section added in 18-21 MOU.

The Employer will be the sole judge of qualifications, ability, reliability, the need to fill vacancy and all other relevant factors, provided that such judgment shall not be exercised arbitrarily or capriciously.

Any dispute arising out of the selection or non-selection of any employee as to whether the Employer acted arbitrarily or capriciously under this Article, shall be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE XXVI
Car Allowance

Section 1.

a. Any Employee covered by this Agreement who is requested to use and who does actually use his/her own motor vehicle in the performance of his duties and who is authorized to do so by the Department Head or person higher in authority, shall be reimbursed for such use at the per mile rate as established by IRS Regulations. Employees shall submit odometer reading for each day employee's vehicle is utilized in the performance of his/her duties. It shall be paid monthly.

b. Employees who are paid a flat monthly allowance shall be paid at the above per mile rate; except that 2/3 of their current travel allowance shall become part of their base salary.

ARTICLE XXVII
Longevity Elimination

Longevity pay as such shall no longer be paid. Any amounts currently paid as longevity pay shall be incorporated into an employee's base pay and be used for all calculations effective July 2, 1995, as provided in Article XXV, section 4.

ARTICLE XXVIII
Miscellaneous Provisions

Section 1. Bulletin Board

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the Bulletin Boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. No personal or political notices allowable.

Section 2.

Should any provision of this Agreement be found to be in violation of any Federal or State Law, Civil Service Rule, Lowell City Ordinance, or the Code of the City of Lowell, by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

If there is a conflict between matters covered by this Agreement and any municipal personnel ordinance, rules or regulations or certain General Laws specified in Chapter 150E, Section 7, the terms of this Agreement shall prevail.

Section 3. No Discrimination

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age, and that such persons shall receive the full protection of this Agreement. The Union and the Employer shall each effectuate an affirmative action plan to ensure compliance with this section.

Section 4. Access to premises

The Employer agrees to permit representatives of the Lowell Organization of City Engineers to enter the premises at any time, after prior notice given to the Employer, for individual discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employee.

Notice shall be given at least twenty-four (24) hours in advance, except in an emergency upon telephone notice.

Section 5.

In the event an employee, physically capable, reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his/her shift.

Section 6.

Nothing in this Agreement shall prevent the City of Lowell from engaging persons outside the bargaining unit for performing work which could be performed by employees within the bargaining unit, provided that such engagement does not result in a reduction in the size of the permanent workforce of the City of Lowell, or layoff or education in grade of any employee covered by this agreement, as it exists at the time of execution of this Agreement.

Section 7.

The employer agrees to continue the method for the distribution of paychecks as at present, in order that the employees shall receive their checks as quickly as possible on payday.

Section 8.

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 employees agree to submit to such an examination if the Employer gives the employee forty-eight (48) hours notice of said examination and evaluation.

As soon as practical after the signing of this Agreement, a joint labor-management committee of the parties will meet to discuss effective utilization of the City's Employee Assistance Plan, programs, and techniques for preventing and coping with alcohol or drug abuse/wellness and fitness programs.

The Union and the Employer recognize that employees covered by this Agreement are subject to, and beneficiaries of, the Drug Free Workplace Program in effect in The City of Lowell.

Section 9.

All C.E.T.A. personnel who subsequently become, or have already become permanent employees of the City of Lowell, shall have their service with C.E.T.A. counted for vacation and sick leave accumulation purposes.

Section 10.

The Employer and the Union agree that employees shall be afforded the mandated benefits and protection provided for in Mass. General Laws Chapter 258, as amended on the subject of tort liability.

Section 11.

The Employer agrees to pay eligible employees who sustain injuries arising out of and in the course of their employment, workers' compensation benefits in accordance with the provisions of the Workers' Compensation Act (Mass. General Laws Chapter 152, as amended).

Section 12.

The Department of Public Works shall include in its budget an amount of \$500.00 to cover broken eyeglasses, damaged hearing aids, etc., but not including damaged or lost clothing, watches, jewelry, etc. which are broken or damaged arising out of and in the course of employment. The reimbursement for replacement shall be \$300 per incident per year.

Section 13.²²

The City will conduct drug and/or alcohol testing for any member using a city vehicle. The employees in this unit agree to follow the Department of Transportation Drug and Alcohol Testing Act.

²² Section revised in 15-18 MOU.

All employees who operate a city vehicle, who violate the City's Department of Transportation Drug and Alcohol Testing Policy will be placed on paid administrative leave utilizing the employees accrued sick and/or vacation leave benefits until the employee completes the EAP/SAP assessment and subsequently tests negative for his/her return to duty drug and/or alcohol test. An employee who violates the City's Department of Transportation Drug and Alcohol Testing Policy for a second time, will be suspended for thirty unpaid working dates and must complete the EAP/SAP assessment and subsequently test negative for his/her return to duty drug and/or alcohol test. A third violation of the City's Department of Transportation Drug and Alcohol Testing Policy will result in termination, with no rights of appeal.

Section 14.

The Union agrees to adhere to the Sexual Harassment Prevention Policy, Domestic Violence in the Workplace, Small Necessities Act and the Early Intervention Program.

ARTICLE XXIX
Conclusion

Section 1. Effective Date

The signing of this Agreement by the authorized representatives of the Union and the Employer shall constitute the effective date of this Agreement. However, where applicable and permissible, this Agreement is retroactive to July 1, 2004.

Section 2. Termination

This Agreement shall remain in full force and effect until _____. Thereafter, either party may terminate this Agreement, provided such termination is transmitted through the Registered U.S. mails to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

Section 3. Renewal

Should neither party to this Agreement send a notice of termination as described in Section 2, this Agreement will be considered to have been automatically renewed for another two (2) years.

Section 4. Changes

Should either party to this Agreement wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement prior to thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes.

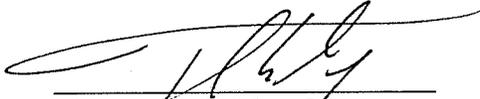
Section 5. Consolidation

This contract faithfully represents the efforts of all previous collected bargaining agreements and any and all subsequently negotiated amendments and memorandums of agreements. As such, this contract will be the sole document referred to in future negotiations between the City and the collected bargaining unit.

This contract will continue in effect until such time as new contract has been agreed upon.

Witness our hands and seals this 19 day of NOVEMBER, 2024.

CITY OF LOWELL



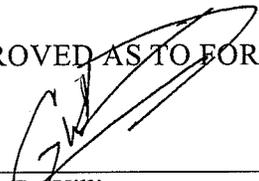
Thomas A. Golden, Jr.
City Manager

CITY ENGINEERS



John Gleason
President

APPROVED AS TO FORM



Corey F. Williams
City Solicitor