

AGREEMENT
BETWEEN
CITY OF LOWELL
("THE CITY")

and

INSPECTORS
("THE UNION")

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Preamble

This Agreement entered into by the City of Lowell, a municipal corporation in the County of Middlesex, Commonwealth of Massachusetts, hereinafter referred to as the "City" or the "Employer" and Merrimack Valley Employees Association, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer 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 conditions of employment.

This Agreement is intended to consolidate agreements of the following bargaining units into one collective bargaining agreement, the "Inspector's Unit." This Unit includes all positions covered in Article 1.

ARTICLE I

Recognition -Persons Covered By This Agreement

Section 1: General:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, and other conditions of employment for all employees in the following positions with the City of Lowell, including permanent employees (defined as employees who have achieved permanent status under civil service law, including permanent employees serving under a provisional promotion to a higher position) and including provisional employees and temporary employees from date of appointment, excluding all other employees.

All Building Inspectors, all Code Enforcement Inspectors, Board Enforcement Agent, Wire Inspector and Chief Plumbing/Gas/Sheet Metal Inspector.

There shall be a ninety (90) calendar day probationary period of Union membership upon hire.¹ Promotions from within shall be given a sixty (60) day probationary period. During the probationary period, promoted employees shall have the opportunity to return to previous position. Positions filled as a result of a promotion from within shall be considered temporary until the sixty (60) day promotion probationary period is over.

Section 2: Federal Programs:

Employees under federal employment programs in bargaining unit positions such as under the Comprehensive Employment Training Act (C.E.T.A.) are included within the bargaining units and are considered "employees" within the meaning of this Agreement. As such, said employees are entitled to the same benefits and incur the same obligations as regular employees as may be provided by any such federal law.

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:

¹ Memorandum of Understanding 2012-2015, executed on January 28, 2014.

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 as 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 from 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 Department of Revenue.

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 ninetieth (90) calendar 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.

Section 3: Form of Authorization for Payroll Deduction of Union Dues

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 week, the amount of \$_____. This amount shall be paid to the Treasurer of the Local Union No. _____ 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. Employees shall be expected to work now, grieve later.

ARTICLE V
Management Rights of Employer

Except in case of conflict with the terms of this Agreement, the City reserves unto itself 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 efficiency of the 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 assign work, to determine the work tasks, classification and standards of productivity and performance, and to evaluate employees with regard thereto: to hire, promote, discipline, suspend and discharge employees for just cause, and to issue reasonable rules and regulations governing the conduct of each department, providing 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 G.L. c.150E, s.8, as amended, 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.

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, as amended, in case of suspension or dismissal of an employee with more than 90 days of service, if such employee elects, grievance arbitration shall be exclusive procedure and, accordingly an employee shall not have recourse to the Civil Service Commission, Retirement Board, and any other administrative procedure precluded by the election of grievance arbitration under said 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.

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.

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, a sample of which is hereto annexed marked "B", 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 (5) 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 one (1) working day.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Department Head, within five (5) working days after the supervisor's response is due. The Department Head shall respond to the steward in writing within five (5) 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 five (5) 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 thirty (30) working days after the grievance is presented to the City Manager. Within said thirty (30) working days, the City Manager, or his/her designee shall hold a conference review with Union representatives and the grievant.

Step 4. If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the City Manager is due, by written notice to each other, request conciliation with the appropriate agency of the Commonwealth of

Massachusetts that has jurisdiction to hear such matters (D.L.R.).

Step 5. If the grievance is still unsettled, after conciliation, either party may within thirty (30) days after the conciliation, by written notice to each other, request arbitration.

Step 6. The Parties agree to a mandatory mediation following filing for arbitration with the appropriate agency.

Step 7. 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.

Section 4: Arbitration

The Arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given.

If the parties fail to select an arbitrator, the Department of Labor Relations 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 parties shall fail to select the arbitrator as herein provided within five (5) calendar days of receipt of the list, the Department of Labor Relations 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.

Section 5: Progressive Discipline

The City agrees to apply progressive discipline in the following stages: verbal warning, written warning, suspension, termination. The department head shall have discretion to begin the progression at the point most suitable for the seriousness of the infraction, with the understanding that all but illegal or similarly egregious infractions will begin at stage one. Verbal warnings shall be removed from an employee's personnel file after nine months provided that there are no additional disciplinary issues during that period. Written

warnings shall be removed from an employee's personnel file after eighteen months provided that there are no additional disciplinary issues during that period. However, if additional, similar disciplinary issues arise, past instances may be considered regardless of the time standards outlined above.

ARTICLE VII
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 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 appointments, 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 contained herein.

ARTICLE X
Seniority

Section 1:

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 permanent civil service employee in grade (as classified by Civil Service) within a department (or division when relating to the 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:

Where the qualifications and ability of the employee are relatively equal, the principle of seniority as defined in Section 2 above 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.

Section 7:

If Employees are laid off without fault and are later rehired, said Employees shall be entitled to count prior service for vacation entitlement but not for other purposes.

ARTICLE XI
Hours of Work

Section 1:

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Present hours of work shall remain in effect for the life of this contract.

Section 2:

The workweek shall consist of five (5) consecutive days, totaling 40 hours per week, Monday through Friday, inclusive. Wire Inspectors and Plumbing Inspectors shall work 35 hours per week.

Section 3:

The City will post notice of changes in hourly work days 30 days in advance of said change. In addition, the City agrees to meet with the Union 30 days prior to any changes in the hourly work days. Shifts will be changed no more than two times

per year and no more than one hour difference in either starting or quitting times.

Section 4:

Inspectors shall attend sub-committee and/or neighborhood meetings as deemed necessary by the department head with time taken off as compensatory time earned as one and one-half hour of compensatory time for one hour of actual work.²

Section 5:

The Local Building Inspector/Plans examiner, upon certification by the Massachusetts Department of Public Safety shall work a forty (40) hour workweek, which consists of five (5) consecutive, eight hour work days, Monday through Friday, inclusive.³

At the discretion of the department head, Building Inspectors who are not yet fully certified shall be allowed to work in excess of 35 hours per week, up to 40 hours per week, not inclusive of overtime as described in Article XII. This exception applies only to those Inspectors who are actively in the process of becoming certified but are not yet certified through no fault of their own.

Section 7:

Flex time may occur, if mutually agreed to.

ARTICLE XII
Overtime

² Sentence amended according to Memorandum of Agreement; Approved by the City Council 12 November 2002.

³ Sentence amended according to the Second Amendment Agreement between the City and MVEA Inspectors, executed 18 March 2011.

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times the regular base rate of pay for work in excess of forty (40) hours in one (1) week, with the exception of Wire Inspectors and Plumbers, who work thirty-five (35) hours per week. Compensatory time off at the above rate may at Employee's option be given by the Employer instead of payment.⁴

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 workweek according to the seniority of the employee.

Overtime work shall be voluntary, except for emergencies, when it shall be mandatory.

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.

Any time a member works 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 that work 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 Parties agree that when feasible, the Department Head shall notify members in advance of scheduled overtime opportunities.

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 the week of a scheduled vacation, the member shall be entitled to receive a minimum of four hours

⁴Article amended according to: Memorandum of Agreement; Approved by the City Council on 8 June 2004; Approved by the City Manager on 9 June 2004.

pay at an overtime rate for the day(s) upon which the member is "called-back" to work during the work week or weekend.

If a member stays beyond his/her normally schedule shift to finish work already started during the normal shift, the member will be guaranteed a minimum of two hours pay at the overtime rate. However, the member will be required to work those two hours.

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

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 Executive Board shall be granted reasonable time off during working hours to engage in matters dealing with collective bargaining process and one member of the Board shall be given reasonable time off, during working hours, to investigate and process/settle grievances.⁵

The above Steward shall receive permission from the Department Head for the time off referred to in the previous paragraph. The Department Head shall not unreasonably withhold such permission.

ARTICLE XIV

⁵Article amended according to: Memorandum of Agreement; Approved by the City Council on 8 June 2004; Approved by the City Manager on 9 June 2004.

Meal Periods

All employees shall be granted a meal period of one (1) hour's duration during each work shift.

ARTICLE XV

Holidays

The following days shall be considered to be paid holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

In addition to the enumerated holidays above, this Article will also apply to any legal holidays created by the State's General Court.

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/she shall receive, in addition to his/her regular compensation, the holiday pay as above specified. MVEA Inspector Unit employees shall be entitled to a scheduled fourth (4th) personal day to be used on the day after Thanksgiving, so long as the employees' location and operation are closed. In the event that the operations are open, such employees shall be entitled to a floating personal day.⁶

To be eligible for holiday pay, any employee shall have worked on their regular scheduled workday proceeding the holiday and have worked on the regular scheduled workday following the holiday, unless on paid leave. Employees on

⁶ Memorandum of Understanding 2012-2015, executed on January 28, 2014.

Worker's Compensation shall be compensated in accordance with the Worker's Compensation Act 152, as amended, and shall not be eligible for additional days pay.

If a holiday occurs within an employee's vacation period, he/she shall receive an additional days vacation, with pay.

Any employee when required to work on a holiday, shall receive, in addition to his 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 shall receive an extra day's pay for the workweek in which such holiday falls.

ADP skeleton force time and/or any other days off not covered by this agreement do not constitute past practice or guaranty for future grant of such time.

Employees working on the actual holiday of Saturday (or Sunday) will be paid at straight time 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 to 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 day's 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 Article XV (Holidays) in effect on June 30, 1999, shall remain in full force and effect.

ARTICLE XVI
Vacations

Section 1:

Every permanent Civil Service and Bargaining Unit 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 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. Employees shall accrue sick, vacation and personal time on January 1st of each.⁷

Section 2:

Every permanent Civil Service Employee who has worked for the Employer for 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) years⁸, shall be granted an annual vacation of four (4) weeks, without loss of pay.⁹ 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.

Further, expand the accrual schedule to include a sixth week as follows:

The following vacation schedule shall be added to the current policy.

⁷ Memorandum of Understanding 2010-2012, executed on October 24, 2012.

⁸ Changed to seventeen from eighteen, Memorandum of Understanding 2002-2003; Changed from seventeen to fifteen, Memorandum of Understanding 2003-2004

⁹ Article amended by 2002 Memorandum of Agreement, and further amended by provisions of 2004 Memorandum of Agreement.

Fifteen (15) years.....Five (5) weeks
Sixteen (16) years.....Five (5) weeks-plus one (1) day
Seventeen (17) years.....Five (5) weeks-plus two (2) days
Eighteen (18) years....Five (5) weeks-plus three (3) days
Nineteen (19) years.....Five (5) weeks-plus four (4) days
Twenty (20) years.....Six (6) weeks¹⁰

Section 3:

Vacation shall be granted by the Department Head at such time as, in his/her opinion, will cause the least interference with the performance of the regular work of 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/her 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 therefore. If termination is due to death, payments hereunder

¹⁰Article amended according to: Memorandum of Agreement; Approved by the City Council on 8 June 2004; Approved by the City Manager on 9 June 2004.

shall be made in accordance with General Laws, Chapter 41, Section 111-1, as amended, where applicable.

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

For purpose 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 Massachusetts General Laws, Chapter 41, Section 111G 1/2.

Section 6:

Employees with vacation entitlement of four (4) or five (5) weeks may carry over three (3) weeks vacation into the next calendar year; employees with vacation entitlement of three (3) weeks may carry over two (2) weeks into the next calendar year. No employee shall be allowed more than two (2) weeks cumulative vacation carry over.

Section 7:

Notwithstanding the above paragraph, employees with annual vacation entitlement of five (5) weeks may carry over three (3) weeks non-cumulative into the following calendar year.

Section 8:

Employees shall be allowed to take vacations one day or at one-half day increments, upon advance application to the Division Head, who shall not unreasonably withhold such permission.¹¹

¹¹ Article amended according to: Memorandum of Agreement; Approved by the City Council on 8 June 2004; Approved by the City Manager on 9 June 2004.

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. MVEA Inspectors Unit members shall accrue sick leave at the rate of twelve (12) days per year from the beginning of a year as a result of a onetime increase to their base salaries.¹²

This sick leave shall be cumulative, but not in excess of a maximum of three hundred (300) 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 receive accruals of sick, vacation and personal time on January 1st of each year.¹³

Nothing in the preceding paragraph regarding sick leave benefits shall be deemed to waive any of the provisions of sick leave ordinance, as provided 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.

In cases where an employee reports for work and later goes home ill, if such employee has worked more than two (2) hours

¹² Memorandum of Understanding 2012-2015, executed January 28, 2014. Language removed: "and shall receive a 0.5% increase effective upon execution of this current MOU, dated June 26th, 2013."

¹³ Memorandum of Understanding 2010-2012, executed on October 24, 2012.

but not more than four (4) hours, such employee shall be paid one-half (1/2) day's pay. If such employee has worked less than two hours (2), such employee shall be paid only for the hours actually worked. Hours not paid as hours worked, shall be charged against sick leave.

New Hires shall accumulate one and (1) day per month for each full month worked during their first year of employment. Thereafter, each member of the bargaining unit shall be credited with twelve (12) days of sick leave per year on January 1st of each year.¹⁴

Section 2: Upon Death or Retirement

Upon death or retirement of an employee, the Employer shall pay for unused accumulated sick leave at forty percent (40%) of authorized accumulated 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 Massachusetts 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 Family Leave Act:

The Employer 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).

Section 4: Sick Leave Buy-back

Effective for Fiscal Year 2001, at an employee's option, he/she after accumulation of seventy-five (75) days, may sell back to

¹⁴Article amended according to: Memorandum of Agreement; Approved by the City Council on 8 June 2004; Approved by the City Manager on 9 June 2004.

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. Such payment shall be made in January for the prior calendar year. No bargaining unit member will be negatively impacted by this change.

New members to MVEA Inspectors Unit shall no longer be eligible for a buy back of a percentage of their accumulated sick leave. Moreover, new members of MVEA Inspectors Unit 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 buy back 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.¹⁵

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

¹⁵Memorandum of Understanding 2012-2015, executed on January 28, 2014.

and shall not be charged against his/her sick leave or vacation benefits. In the case of the death of a member of the extended family of the employee, one (1) day leave with pay shall be granted to such employee and shall not be charged against their sick leave or vacation benefits. An additional two (2) days leave with pay shall be granted to such employee and shall 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, and it shall not be charged against his/her 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 under the statutes applicable to the City of Lowell.

Immediate family of the employee includes, spouse, mother, father, brother, sister, child, mother-in-law and father-in-law and grandparents and grandchild.¹⁶ Extended family of the employee includes: aunt, uncle, niece, and nephew.

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

¹⁶Article amended according to: Memorandum of Agreement; Approved by the City Council on 8 June 2004; Approved by the City Manager on 9 June 2004.

Employees shall be granted up to three (3) personal days on January 1 of 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 notice, normally at least three (3) days¹⁷. The three (3) days shall be without loss of pay and shall not be charged to sick leave.¹⁸ Personal leave shall not count as time worked for the purpose of computing scheduled overtime and shall not be accumulated. Personal leave may be used in ½ day increments.¹⁹ Employees shall receive accruals of sick, vacation and personal time on January 1st of each year.²⁰

ARTICLE XX
Jury Pay

The Employer agrees to make up the difference in an Employee's wages between a normal week's wages 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

¹⁷ Memorandum of Understanding 2007-2010, executed on May 30, 2008.

¹⁸ Memorandum of Understanding 2012-2015, executed on January 28, 2014.

¹⁹ Article amended according to: Memorandum of Agreement; Approved by the City Council on 8 June 2004; Approved by the City Manager on 9 June 2004.

²⁰ Memorandum of Understanding 2010-2012, executed on October 24, 2012.

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 therefore.

It is agreed that the Employer shall pay seventy-five (75%) percent of the cost of the managed 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.

It is further agreed that the Employer shall pay seventy (75%) percent of the cost of the dental plan in force for all City employees 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 employee's Group Insurance Advisory Committee shall determine the acceptable policy as it pertains to predetermined substance abuse.

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.

ARTICLE XXII
Equipment

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

The Employee shall be responsible for all materials and equipment that are assigned to his/her custody.

Members of the bargaining unit who work outside, will be equipped with a Nextel type cell phone provided by the City so they may maintain constant and necessary contact with their supervisors. Employee agrees to maintain, carry and respond to calls during normal work hours. The phone will be used for city business purposes only.²¹

The City will provide members with appropriate uniforms for their positions. Each member will receive five (5) shirts

²¹ Inserted according to Tentative Agreement, approved by the City Council on 17 May 2005.

(any combination of short and long sleeve). Uniforms will be available in men's and women's sizing. Members shall also receive one (1) fleece jacket and one (1) wind breaker and one (1) rain slicker. Shirts and jackets shall bear the City seal. Members shall be required to wear appropriate shoes, i.e. heavy soled shoes or boots.²²

The Employer agrees to reimburse the cost of purchasing safety work boots up to a maximum of \$200.00 per employee per year that shall be worn by Employees while on the job.

ARTICLE XXIII
Military Leave

Military Leave shall be governed by Mass. Gen. Laws, Ch.33, Sections 59 and 59A, as amended.

ARTICLE XXIV
Educational Benefits

The parties agree that it shall be a management decision and prerogative relative to attendance by employees at job-related seminars and courses. The Employer shall select what seminars or courses, if any, and what Employees, if any, shall attend. Cost of such seminars and courses shall be paid by the Employer for those selected to attend.

The City shall reimburse the employees covered by this Agreement for up to six hundred dollars for the cost, including registration fees, tuition fees, books and supplies, for any completed educational course that is related to the employee's current position, subject to the prior approval of the department head and City Manager and subject to the employee receiving a passing grade of "C" or better for the course.

²² Inserted according to Memorandum of Understanding, approved by the City Council on 27 May 2008.

ARTICLE XXV
Wages and Pay Classification

Section 1:

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

The City shall establish a six step grid system for this Unit. Current members at their maximum will be placed on the fourth step of the six step system. Other employees will be grandfathered into existing grid. When these other employees become eligible for the old step three, they will move to step four of new grid. Old grid will be stricken from contract when all employees have moved to new grid. Each step (1-6) will have a differential of 2.5% percent between steps (i.e. if step 4 is \$400, step 3 would be \$390 and step 5 would be \$410). The movement from step four to step five and from step five to step six, would be predicated upon the "above average" or "outstanding" performance evaluation of the employee. All steps except noted, would be at one year increments. It is further understood that "outstanding" and "above average" evaluations would be sufficient to receive the increase provided above. Department heads shall notify employees on a monthly basis if it is felt that their performance does not meet the qualifications of "outstanding" or "above average" for purposes of this Article. The Union will receive a copy of this report. It is further understood that steps five and six would be attainable in future years as an employee improves their performance.

No employee in this Unit shall be paid for more than twenty-four (24) hours during a twenty-four (24) hour period.²³

²³ Some language taken out regarding outdated year deadlines

Section 2: General

a. Longevity as such shall no longer be paid. Any amounts currently paid as longevity pay shall be incorporated into an employee's base salary and be used for all calculations.

b. The salary increases and adjustments expressed in the preceding paragraphs, with the exception of the longevity inclusion into base pay, are as set forth in the City's salary grid.

c. 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/her last working day prior to such absence.

Section 3²⁴:

In the instance when it is necessary for any employee of this bargaining unit to act on behalf of his/her supervisor due to the absence of the supervisor for more than four (4) consecutive weeks, the employee shall be compensated with an additional \$1.00 per hour.²⁵

²⁴ Section 3 Food Service Stipend Deleted Memorandum of Understanding 2007-2010, executed on May 30, 2008. It read: In addition to the salary provided for in this agreement, a \$2,500 annual, "Food Service Stipend" shall be paid weekly to one Sanitary Code Enforcement Inspector for performing the duties as outlined in the attached "A." Said annual incentive pay shall not be considered part of regular base pay for any subsequent increase to regular base pay and not included in any computation therefore. Such appointment and retention in said role shall be at the discretion of the City Manager. The parties agree to review the program at the completion one year from the signing of said agreement to determine if stipend is equitable.

²⁵ Inserted according to Tentative Agreement, approved by the City Council on 17 May 2005.

Section 4:

The Union agrees that effective, all members shall receive their paychecks by direct deposit.²⁶

ARTICLE XXVI
Longevity Elimination

Longevity as such shall no longer be paid to any employee. (See Article XXIV regarding longevity being converted into base pay.)

ARTICLE XXVII
Car Allowance

Section 1:

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/her 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 rate of \$400.00 per month.²⁷

Section 2:

Any Employee entitled to such car allowance shall not be required to use his own vehicle any minimum number of working days during each month in order to be entitled to the full monthly allowance.

²⁶ Memorandum of Understanding 2010-2012, executed on October 24, 2012., language taken out: "effective July 1, 2012"

²⁷ Amended according to Memorandum of Agreement, approved by the City Council 12 November 2002; further amended by Tentative Agreement, approved by the City Council on 17 May 2005. Changed from 225 to 250 in MOU 02-03 MOU 05, 250-300 as per Memorandum of Understanding 2012-2015, executed on January 28, 2014.

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 Merrimack Valley Employees Association to enter the premises at any time, after prior written notice given to the Employer, for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Section 5:

Nothing in this Agreement shall prevent the City of Lowell from engaging persons outside the bargaining unit to perform work which could be performed by employees within the bargaining unit or otherwise from contracting out bargaining unit work, provided that such engagement or contracting out does not result in the layoff of a bargaining unit employee as defined in this Agreement is laid off.

Section 6:

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 examination, if the employer provides the employee 48 hours notice of said examination. Second opinion evaluation by a professional if requested, will be mutually agreed upon by a committee of three comprised of: Department head/management, employee and the Human Relations Manager.

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.

Section 7:

The Employer shall furnish to Employees covered by this Agreement badges and laminated identification cards with photographs therein, so as to identify said Employees to the general public.

Section 8:

Employees shall devote three (3) hours per month to department sponsored training programs in addition to seminars and courses regularly offered by outside agencies where some employees may currently attend.

Section 9: Eyeglass Fund

In each fiscal year the amount of \$500.00 in the aggregate shall be available to reimburse for broken eyeglasses or hearing aids, etc. (but not damaged or lost clothing, watches, jewelry, etc.) to the extent not reimbursed by insurance, which are broken or damaged in the course of employment, with a maximum reimbursement per employee of \$250 per year.²⁸

An employee may be reimbursed once per rolling twenty-four month period from last occurrence.²⁹

Section 10:

The Employer and the Union agree that there shall be cross training for all Code/Health Inspectors and that inspectors shall carry the dual rating of Code/Health Inspectors and shall

²⁸ Inserted according to Tentative Agreement, approved by the City Council on 17 May 2005. Deleted language: "Commencing July 1, 2004"

²⁹ Inserted according to Memorandum of Understanding, approved by the City Council 27 May 2008.

perform the functions and duties of either Code and/or Health Inspector.

Section 11:

If the Employer should decide to hire a management consultant to review job classifications and salary structures within the City, the Union agrees to meet with interviewers, as needed, during working hours. Union shall be provided with a copy of the consultant's report as it pertains to bargaining unit positions or employees.

Section 12: Any employee in this Unit operating a city vehicle will be subject to drug and/or alcohol testing regardless if they possess a Commercial Driver's license and agree to follow the Dept. of Transportation Testing Act.

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.

Section 13: If the City decides to process and disburse payroll checks every other week, the Unit agrees to this change.

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.

Section 15: The parties agree that all tentative agreements reached and which will be used to be presented to the membership for ratification shall not be added to, subtracted from or amended in any manner from that point forward, unless by mutual consent of the parties.

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.

Section 2: Termination

This Agreement will remain in effect until Midnight on June 30, 2024.³⁰ 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 either party to this Agreement fail to send a Notice of Termination as described in Section 2, this Agreement will

³⁰ Article amended according to: Memorandum of Agreement; Approved by the City Council on 8 June 2004; Approved by the City Manager on 9 June 2004. Will need new date here.

be considered to have been automatically renewed for another one (1) calendar year.

Section 4:

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce to 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 desire changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodations of the desired changes.

Section 5:

It is hereby further agreed that retroactive salary increases and any other adjustments or payments made necessary by this Agreement shall be paid as soon after execution hereof as administratively possible after appropriate of funds necessary by the City Council.

This Agreement will automatically continue in force after its expiration date until thirty (30) days after a fact-finder's report and recommendation has issued.

Duration of Contract: Three (3) years³¹

Section 6:

This contract faithfully represents the efforts of all previous collected bargaining agreements any and all

³¹ Inserted according to Tentative Agreement, approved by the City Council on 17 May 2005. Signed Copy on file in the Human Relations Office, Room 19, City Hall.

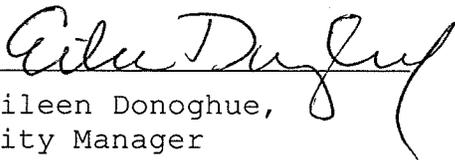
subsequently negotiated amendments and memorandums of agreements up to and including the memorandum of agreement executed on October 12, 2021. As such, this contract will be the sole document referred to in future negotiations between the City and the collected bargaining unit.

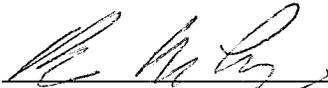
This Agreement executed on the date shown below.

Dated: March 31, 2022

CITY OF LOWELL

MERRIMACK VALLEY EMPLOYEES
ASSOCIATION WASTEWATER
INSPECTORS


Eileen Donoghue,
City Manager


Brian W. Leahy
Representative




APPROVED AS TO FORM:
Helen Anderson,
Assistant City Solicitor

Bargaining Committee

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOWELL AND
MERRIMACK VALLEY EMPLOYEES ASSOCIATION: INSPECTORS**

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

The City of Lowell ("City") and the Merrimack Valley Employees Association, Inspectors ("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. Arbitration: The American Arbitration Association shall be the sole venue for arbitration.

3. Miscellaneous: 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.

4. Equipment: Amend Article XXII, paragraph 4 as follows: The City will provide members with appropriate uniforms for their positions. Each member will receive five (5) shirts (any combination of short and long sleeve). Uniforms will be available in men's and women's sizing. Members shall also receive one (1) fleece jacket and one (1) winter jacket, one (1) wind breaker, and one (1) rain slicker. Shirts and jackets shall bear the City seal. Members shall be required to wear appropriate shoes, i.e. heavy soled shoes or boots.

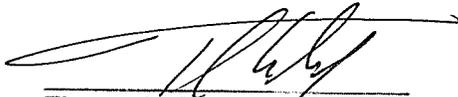
5. **Boot Allowance:** Amend Article XXII, paragraph 5 as follows: The Employer agrees to reimburse the cost of purchasing safety work boots up to a maximum of \$250.00 per employee per year that shall be worn by Employees while on the job.
6. **Car Allowance:** Amend Article XXVII, §1 as follows: Any 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/her 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 rate of \$550.00 per month.
7. **Vacation:** Amend Article XVI, §1 as follows: Every permanent Civil Service and Bargaining Unit 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 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. Employees shall accrue sick, vacation, and personal time on January 1st of each year. Employees who are hired and begin their first year of employment prior to May 31st shall be entitled to one (1) week of vacation time, without loss of pay at the completion of ninety (90) days of employment, such time to be used prior to December 31st, and shall not carry over to the subsequent calendar year.
8. **Wages:** There shall be one (1) new step added to the existing salary grid. Said step shall not go into effect until July 1, 2026.
9. **Uniforms:** Professional shorts shall be considered acceptable workwear during the summer months.
10. **Hours of Work – Work Week:** The parties agree that any bargaining unit employee that works a forty (40)-hour per week position shall work one of the following shifts Monday, Wednesday, and Thursday: 8:00am – 4:00pm, or 9:00am – 5:00pm, and both shifts shall include one thirty (30) minute paid lunch period. On Tuesday, the parties agree that bargaining unit employees shall work a shift from 8:00am – 8:00pm with a thirty (30) minute paid lunch period. On Friday, bargaining unit employees shall work a shift from 8:00am – 12:00pm. To ensure continuity of staff until the end of each workday, hours and shifts will be assigned by the Department Head, or their designee, on the basis of seniority.

11. 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 20 day of June, 2024.

CITY OF LOWELL



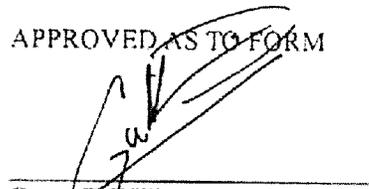
Thomas A. Golden, Jr.
City Manager

MVEA, Inspectors



Matthew Sheehan
President

APPROVED AS TO FORM



Corey F. 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 MVEA Inspectors Unit (Inspector's Union) 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 MVEA Inspectors Unit 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 MVEA Inspectors Unit, which agreement covers the items negotiated over the past few months with UNION; 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 MVEA Inspectors Unit Memorandum of Understanding; and

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

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

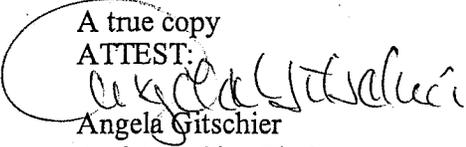
That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and MVEA Inspectors Unit covering the period July 1, 2024 through June 30, 2027, the terms of which are outlined 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

VoteContractsCollectiveBargainingInspectors