

AGREEMENT
BETWEEN
CITY OF LOWELL
("THE CITY")

UNIT "C"

CERTIFIED FOREMAN
AND
OTHERS
("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.

ARTICLE I

Recognition Persons Covered by this Agreement

Section 1 - General

A. 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 non-professional employees within the bargaining unit, hereinafter more fully defined.

B. Except as herein otherwise defined, whether the term "employee is used within this Agreement, it shall mean permanent "non-professional employee within the bargaining unit", as hereinafter described. Probationary employees are excluded from the term "employee" hereunder, but provisional employees of more than ninety (90) calendar days are included in the term "employee" hereunder. There shall be a ninety (90) calendar day probationary period for new hires. 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 - Unit Definition

The bargaining units, covered by this Agreement, shall consist of the following:

UNIT C - Including all General Foreman; all Certified Foremen, including Electrical, Highway, Park, Chief Health Inspector; Head Administrative Clerk (Lands & Buildings); Dog Officer; and excluding all others.

The above unit is as defined in the certification from the Labor Relations Commission, dated December 8, 1976 (Case No. MCR 2380) as amended by CAS-2334, dated January 11, 1980. There shall be a ninety (90) calendar day probationary period of Union membership upon hire.

Effective on dates below, the following positions are added to and included in Unit "C", by Agreement:

<u>POSITION</u>	<u>DATE OF INCLUSION IN UNIT "C"</u>
Administrative Assistant, Park Dept. /Secretary - Cemetery	July 1, 1985
Coordinator Automation & Technical Services/Library	July 1, 1985
Coordinator of Youth Services Library	January 30, 1987
Coordinator of Community Planning	

Library	July 1, 1987
Library 1- Reference	
Library 1 - Youth	
Library - Coordinator of Circulations	
Librarian 1 - Community Planning	
Administrative Head Clerk Parks & Recreation	August 31, 1987
Associate Planner Parks & Recreation	February 24, 1988
Backflow Tester & Inspector Water Dept.	
Head Administrative Clerk - DPW	July 1, 1993
General Foreman - Streets	July 1, 1993
Chief Filter Operator	July 1, 1994
Head Admin. Clerk-Police	July 1, 1994
Administrative Assistant- Police	July 1, 1994
Animal Control Officer - Police	
Police Mechanic	

Executive Secretary - Police

Fire Mechanic July 1, 1996

General Foreman HVAC July 1, 1996

Water Meter Billing Administrator July 1, 2000

Principle Engineering Clerk July 1, 2002

Lab Director - Water

Foreman - Water

Head Operator - Water

Chief Mechanic - Water

Appraisal Clerk (Mass.) - Assessors

Foreman - Parks Dept.

Also excluded, and not included within any bargaining unit defined, are all casual and temporary employees and all other employees of the City of Lowell.

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 in accordance with a letter ruling from the Department of Labor, dated June 12, 1975.

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.

Section 4 - Provisional and Temporary Employees

Notwithstanding the other provisions of this Article I to the contrary with respect to provisional employees and temporary employees, it is agreed that as to provisional employees who are appointed on or after this date, and for provisional employees appointed within ninety (90) calendar days prior to this date and for temporary employees appointed after this date, that the salary for said provisional positions and temporary positions shall be the equivalent of the minimum step for such positions and that said new provisional employees and new temporary employees be included in the term 'employee' as defined in this Agreement as of the date of provisional appointment or temporary appointment.

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, or any situation which endangers the health and safety of the public or property, 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 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 monthly; 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.

To the extent of Association funds available in the Association treasury without an additional assessment, the Association shall indemnify the City against any damages or costs incurred in compliance with this Section; provided, no individual officer, employee, agent or representative of the Association shall be personally liable therefore.

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

Excepting 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 Æ the right to manage the affairs of the City, to maintain and improve the 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.

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, without limitation, 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.

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.

Any matter, 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.

As provided in G.L. c.150E, s.8, as amended, in case of suspension or dismissal of an employee with more than ninety (90) calendar days of service, if such employee elects, grievance arbitration shall be exclusive procedure and, 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.

As provided in Massachusetts General Laws c.150E, s.8, as amended, notwithstanding any contrary provisions of General Laws, Chapter 31, Sections 43 and 46G, Chapter 32, Section 15, or Chapter 71, Sections 42 through 43A, inclusive, where:

- 1) a grievance, as defined in Section 1 hereof, involves suspension, dismissal, removal or termination; and
- 2) the particular employee has elected the arbitration hereunder as the method of grievance resolution, that such grievance procedure culminating in final and binding arbitration shall be the exclusive procedure for resolving such grievance. An employee shall not therefore, have recourse to both the grievance procedure herein and to the Civil Service

Commission procedure under General Laws, Chapter 31, Sections 43 and 46.

Section 2 - Written Submission of Grievance

Written submissions of grievances covered by the preceding steps shall be in not less than triplicate, on 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 five (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 the 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) calendar 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, Department of Labor Relations shall appoint the arbitrator subject to the rules of the Department of Labor Relations.

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.

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 their date of hire (except for the purposes mentioned in Section 2), for determining vacations and overtime preference.

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.

ARTICLE XI

Hours of Work -Work Week

Section 1 - Hours of Work

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

Section 2 - Work Week

For those Employees in this Unit who currently work a forty (40) hour work week (Monday through Friday) the work week shall consist of five (5) consecutive eight (8) working hour days.

For those Employees in this Unit who currently work a thirty-five (35) hour work week (Monday through Friday) the work week shall consist of five (5) consecutive seven (7) working hour days.

For those Employees, if any, in this Unit not covered by the previous paragraphs in these subsections, the present weekly and hourly schedule shall continue in effect.

The work week for the positions of Coordinator of Community Planning, Coordinator of Automation and Technical Services, Coordinator of Youth Services and Librarian I in the Library shall consist of five (5) consecutive seven (7)

working hour days, except for the period of September 1st through June 30th, in which one week per month shall consist of Monday through Thursday, and Saturday.

The work schedule for Library personnel shall be 9:00 a.m. - 5:00 p.m. with a one hour (1) for lunch during the week (Monday to Friday) and shall work Saturday from 9:00 a.m. - 5:00 p.m. with a one hour (1) for lunch. This is on a rotating basis. The parties agree that the Librarian I work schedule shall include one evening per week.

The work schedule for the positions of Administrative Assistant and Head Administrative Clerk in the Public Works Department and Recreation and Cemetery Department, are increased to thirty-seven and one-half hours per week.

The Associate Planner of Parks and Recreation paid working hours are forty (40) per week.

Section 3 - Saturday/Sunday Shifts - Water Utility

It is agreed that there shall be two (2) twelve (12) hour shifts at straight hourly pay on Saturday and Sunday at the Water Utility for the Head Operators under the following stipulations:

B. The employees working the weekend shift shall also work two additional regular hours shifts, which shall be consecutive with their weekend shift.

D. The Employer recognizes the concerns of the Union relative to the two (2) employees working the weekend shifts and also recognizes the fact that the employee shall have to work the twelve-hour shift alone. In consideration therefore, the Employer will require those employees to perform only those functions attached hereto as outlined in the job duties, during this weekend shift.

E. Head operators working the Monday to Friday regular hours shifts shall be paid at overtime rates in the event it becomes necessary to work the Saturday - Sunday shifts. In such event, the overtime hours shall be scheduled by mutual agreement of the Unit "C" head operator members.

F. The employees working the five (5) consecutive days (including the two (2) twelve (12) hour shifts) shall receive overtime rates for any hours in excess of their regular scheduled hours.

Section 4 - Hours of Work - Water Utility

The City reserves the right to change the regular starting and quitting times for Water Utility employees on each shift within a range of one hour. The proceeding is agreed upon providing the change of hours does not negate differential pays:

The hours of work for all personnel in the Water Utility shall be as follows:

<u>Start</u>	<u>Quit</u>
1st Shift-7:00 a.m. to 8:00 a.m.	3:00p.m. to 4:00 p.m.
2nd Shift-3:00 p.m. to 4:00 p.m.	11:00p.m. to 12:00 a.m.
3rd Shift-11:00 p.m. to 12:00 a.m.	7:00a.m. to 8:00 a.m.

Thirty (30) days advanced notice of any change will be provided to the affected employees and concurrently to the Union.

Section 5

City Hall and DPD shall be open every Tuesday until 8:00 p.m. and closed on Friday at 12:00 pm. Overtime will be equally and impartially distributed among personnel in each area who ordinarily perform such related work.

Overtime work refused shall be considered as overtime actually worked for distribution purposes.

Section 6

If the City were to hire a sixth Head Operator, the City reserves the right for this new hire at the Water Department to be on a rotating schedule until such time as another new hire or another Head Operator wanted to bid on the position. This will allow some flexibility for the City to fill positions, which are temporarily vacated due to sickness or vacation. The City shall provide for a seven day advance notice of changes.

Section 7

Flex time may occur if mutually agreed to.

ARTICLE XII

Overtime

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 regular hours in one (1) day and regular hours in one (1) week.

The City has the right to require overtime during emergencies and to require reasonable overtime in the absence of an emergency, unless an emergency prevents the City from doing so, the City will first seek qualified volunteers in this classification to perform the overtime. If there are insufficient qualified volunteers, overtime will be assigned by reverse seniority to qualified employees. If there are insufficient employees within

classification, overtime will be assigned as provided below in emergencies.

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 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 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.

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 emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens. All overtime work refused, will be charged as overtime worked.

The past practice of holiday overtime will be reduced to minimum coverage. This means that the same level of coverage provided for on weekends shall be the same level on holidays. In addition to any regular overtime pay during a weather emergency, unit members shall receive a three dollars (\$3.00) per hour stipend for all hours worked. This will only apply to members actually engaged in the weather emergency efforts.

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.

Union Officers (Executive Board) shall be granted reasonable time off during working hours to investigate grievances and attend negotiation meetings with the City.

Grievances shall be investigated with a minimum loss of time off the job.

The above Stewards and Employees 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

MEAL PERIODS

All employees shall be granted a meal period of one (1) hour's duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

The present system of furnishing meals to employees shall be continued during an emergency.

During a state of emergency, the Employer shall furnish food and drink to employees.

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.

MVEA Unit C employees shall be entitled to a scheduled fourth (4th) personal day to be used the day after Thanksgiving so long as the employees' location and operation are closed. In the event that the location and operation is not closed, such employees shall be entitled to a floating personal day. 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. Holiday pay does not include shift differential.

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.

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. Employee's 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.

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 approves, an employee may be

granted a compensatory day off at straight time in lieu of cash.

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 day's 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) shall remain in full force and effect.

ARTICLE XVI

Vacations

Every permanent Civil Service or Bargaining Unit Employee covered by this Agreement, in accordance with General Laws, Chapter 41, Section 11, 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.

Every permanent Civil Service or Bargaining Unit Employee covered by this Agreement, 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 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.

In addition, every Employee covered by this Agreement who has worked for the Employer for more than fifteen (15) years, shall accrue annual vacation as follows:

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) weeks

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.

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.

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

Employees with vacation entitlement of four or five weeks may carry over three (3) weeks' vacation into the following calendar year or may carry over two weeks into the following calendar year and sell back to the City five vacation days and receive payment for such during January of the following year. Employees with vacation entitlement of three (3) weeks may carry over one (1) week into the following calendar year. Single day vacation leave may be taken with the approval of the department head, which shall

not be unreasonably withheld. Five day notice is normally required except in case of an emergency.

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

Employees covered by this Agreement shall accrue sick leave on the basis of twelve (12) days per year.

The sick leave accumulation maximum for purpose of use only shall be increased from two hundred sixty (260) to three hundred (300) days. For the purpose of payment of unused sick leave under Section 2 of this Article, the maximum shall remain two hundred sixty (260) days.

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.

In cases where an employee reports for work and later goes home ill, if such employee has worked more than two (2) hours, but not more than four (4) hours, such employee shall be paid one-half (1/2) days pay. If an employee has worked less than two (2) hours, such employee shall be paid only for the hours actually worked. Hours not paid as hours worked, shall be charged to sick leave.

Section 2 - Upon Death or Retirement

Upon death or retirement of an employee, the Employer shall pay forty percent (40%) for unused accumulated sick leave (without differentials) up to a maximum of Twenty Thousand (\$20,000) dollars. No such payment shall be made upon termination of employment for any other reason. Payment made hereunder concerning a deceased employee shall be made in accordance with Mass. General Laws, Chapter 41, Section 111-I, as amended.

Section 3 - Family Leave

The Employer and the Union agree to accept and abide by the provisions of the Federal Family Leave legislation.

Section 4: Sick Leave Buy-back Program:

At an employee's option, he/she, after accumulation of seventy-five (75) days, may sell back to the City up to five (5) days per year, provided they have not used more than five days in the previous calendar 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 Unit "C" shall no longer be eligible for a buy back of a percentage of their accumulated sick leave. Moreover, new members of MVEA Unit "C" shall no longer be eligible for a yearly buy back of 5 sick days per year. This provision shall not, however, apply to existing employees of another bargaining unit or ordinance employee, who were otherwise eligible for sick leave buy back prior to joining Unit "C".

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.

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. 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 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 or 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 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 grandchildren. 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

Up to three (3) personal days shall be granted 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 for a purpose specified in this section. Employees shall accrue sick, vacation and personal time on January 1st of each year.

Three (3) personal days shall be paid and not charged against sick leave. Personal leave shall not count as time worked for the purpose of computing overtime, except for in instances of non-scheduled and/ or emergency overtime, and shall not be accumulated.

Employees requesting a day off under above provisions shall make request in writing to Department Head at least five (5) days ahead. In an emergency situation the five (5) day request can be waived by the City Manager or the Assistant to the City Manager or if neither available by the Department Head.

ARTICLE XX

Jury and Court 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 workday 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 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. The health insurance plan shall contain a benefit management provision and predetermined substance abuse plan at pre-selected facilities as well as a pre-tax cafeteria plan feature.

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 shall pay seventy-five (75%) percent of the cost of a dental plan and the employee shall pay twenty-five (25%) percent of the cost thereof.

The Employees' Group Insurance Advisory Committee shall determine the acceptable policy as it pertains to predetermined substance abuse.

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

The City agrees to meet with the Union for the purposes of discussing options in assisting employees who provide care for their elders.

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.

The positions of: Park Foreman, Assistant Supt. Of Parks, General Foreman-Streets, Highway Foreman, Assistant City Electrician and General Foreman-HVAC, 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 carry and respond to calls

during normal work hours. The phone will be used for city business purposes only.

ARTICLE XXIII

Military Leave

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

ARTICLE XXIV

Wages and Pay Classification

Section 1

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

In addition to the above, the City shall establish a six step grid system for this Unit. Current members will be placed on the fourth step of the sixth step system. 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 if an employee, over a two or three month period, fails to improve their performance, this is sufficient to disallow step five or step six. 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.

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 consecutive weeks, the employee shall be compensated with an additional \$1.00 per hour.

Section 2 - Library Incentive Pay

In addition to the salary increases provided for in this agreement the following amounts shall be added to the annual salaries of Library employees with the following degrees:

Bachelors Degree	-	\$ 600.00
Bachelors Degree plus 30 credits	-	\$ 700.00
Masters Degree	-	\$ 2000.00

Said incentive pay will be added to the annual salaries of Library employees and paid on a weekly basis.

Section 3 - Water Utility Incentive Pay

In addition to the salary increases provided for in this agreement the following amounts shall be added to the annual salaries of Water Utility employees who are required to hold certificates for their positions, provided such certifications are kept up to date and in good standing:

Grade 1	-	\$ 350.00
Grade 2	-	\$ 500.00
Grade 3	-	\$ 1,000.00
Grade 4	-	\$ 1,300.00

Said incentive pay will be added to the annual salaries of Water Utility employees and paid on a weekly basis.

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.

A Backflow Inspector with both the Backflow Tester Certificate and a Cross Connection Surveyor Certificate is eligible for an incentive equivalent to Grade 4 listed above. The certifications must be up to date and in good standing. This incentive pay is subject to all incentive pay provisions outline in this Section.

Section 4 -Special Premium - Standby/Callback Pay-Dog
Officer & Water Foreman

The Dog Officer shall be supplied with a "beeper" in order that while he is off duty, he shall be available for emergency call back situations. The Employer and Union agree that the Dog Officer shall be available on a week-to-week basis to the extent possible. While on such "call back" duty, the Dog Officer shall be paid at a four hour minimum overtime rate for each call back, as detailed in Section 1. The Water Foreman, on an alternating basis shall be supplied with a "beeper" and be available for emergency call back situations. While on such call back duty, the Water Foreman shall be paid at a four hour

minimum overtime pay rate for each call back, as detailed in Section 1.

Section 5 - Supervisors Differential

Notwithstanding any other provision of this agreement, and in addition to any salary, or increase in salary, otherwise provided for in this agreement the basic weekly salary of the following listed supervisors positions, shall be increased, if necessary, so that the basic weekly salary of the following positions shall be ten percent (10%) more than the basic weekly salary of the immediate subordinate of said supervisor when they normally and regularly supervise on a daily basis.

It is understood that the supervisor's differential of ten percent (10%) shall be applied to the basic weekly salary after the increase provided for in Section 1 (a) has been added and not before such.

During the life of this agreement, in the event that the salary of an immediate subordinate is increased, then the basis weekly salary of the supervisor shall also be increased consistent with this section at the same time.

The only supervisory positions entitled to receive the supervisor's differential herein provided are:

Head Water Foreman
Foreman, Carpenter
Foreman, Water
Foreman, Highway
Foreman, Parks
Foreman, Incinerator
Head Meter Reader (Water Inspector)
Senior Code Inspector

Building Manager (Messengers Dept.)
Head Operator - Water Filter
Chief Deputy Sealer
Office Manager - Water Services
Administrative Assistant (Park Clerk)
Assistant Supt. (Field Coordinator-Parks & Recreation)
Assistant City Electrician/Asst. Wire Inspector
General Foreman - Tree Climber
General Foreman - Street Division
General Foreman - HVAC

Eligible for 5% supervisory differential: MA Appraisal Analyst.

Notwithstanding the above provisions, it has been determined by the EMPLOYER, with the approval of the UNION, that the position of Head Meter Reader (Water Inspector) is the immediate supervisor of, and normally and regularly supervises the position of meter repairman.

Section 6 - 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.

d. 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.

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

Section 7: Stipends

It is understood and agreed that the following positions shall receive the following additional stipends which shall be paid in addition to the salary amounts maintained in the City's salary grid:

<u>Position</u>	<u>Annual Stipend</u>
Asst. City Electrician/ Asst. Wire Inspector	\$2,500.00
Secretary Board of Parks	\$1,500.00 (for not more than fifteen (15) meetings per year)
Associate Planner-Recreation	\$1,500 (for attendance at 14 meetings per year for Board of Parks.)
Secretary Cemetery Commission	\$1,200.00 (for not more than fifteen (15) meetings per year)

ARTICLE XXV

SHIFT DIFFERENTIAL-WEEKEND DIFFERENTIAL

Section 1 - Night Shift Differential

Night shift differential on either second or third shift shall be thirty-five cents (\$0.35) per hour after,

shall be five percent (5%) of base pay. Night shift differential shall be paid for all hours worked on a regularly assigned shift between 3:00 p.m. and 8:00 a.m.

Shift differential pay is a premium paid to employees who work a full 2nd or 3rd shift for work actually performed on said shift. Shift differential pay is not part of holiday pay, vacation pay, or sick pay.

If an Employee who regularly works the 2nd or 3rd shift works his/her full 2nd or 3rd shift on a given day and also works overtime on the day shift on said day, he shall receive his shift differential pay for his work on the 2nd or 3rd shift, plus overtime (at time and one-half regular base rate) for his extra work on the day shift.

Second (2nd) shift and third (3rd) shift are defined as follows:

2nd shift - shift commencing at 3:00 p.m. or after, but before 11:00 p.m.

3rd shift - shift commencing at 11:00 p.m. or after, but before 4:00 a.m.

If a holiday off falls during the regular work week (e.g. Thursday) and if because of said holiday off, extra work requires 2nd or 3rd shift personnel to work on the following Saturday, then those employees who regularly work a 2nd or 3rd shift during said week, and who on that Saturday, shall receive 2nd and 3rd shift differential for their 2nd and 3rd shift work on that Saturday, even though such Saturday is overtime work at time and one half regular base pay rate.

Section 2 - Weekend Differential

Employees whose regular work schedule requires them to work on Saturday and/or Sunday shall receive \$10.00 per day

for actually working on Saturday and/or Sunday, which weekend differential shall be in addition to their weekly base pay rate and shift differential (if eligible therefore.)

Weekend differential is a premium paid to employees who regularly work a full day on Saturday and/or Sunday for work actually performed on said days. Weekend differential pay is not part of holiday pay, vacation pay, or sick pay.

ARTICLE XXVI

Longevity Elimination

Longevity as such shall no longer be paid to any employee. (See Article XXIV, Section 6 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 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 and adjusted 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.

Employees who are paid a flat monthly allowance shall henceforth be paid at the above per mile rate; except that one-half (1/2) of their current travel allowance shall become part of their base salary.

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

Any Unit C employee designated as "on-call" must be able to respond to service calls within thirty minutes in order to take home a city service vehicle.

ARTICLE XXVIII

Uniforms and Protective Clothing

Section 1

If an 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.

Section 2

Employees who are required to wear work boots in the performance of their duties will be reimbursed up to \$200 per year or the cost of such work boots whichever is less. The Department Head shall set up a uniform system for the implementation of this provision.

Section 3

The Animal Control Officer shall be paid a cash uniform allowance of Eight Hundred Dollars (\$800) and an annual cleaning and maintenance allowance of Four Hundred and Fifty Dollars (\$450). The requirements governing this payment shall continue to be applicable.

The cleaning and clothing allowance referenced above, shall become part of the base pay if the employee has not received the allowance prior to the signing of this agreement. Such payment is already included in the base pay.

Section 4

The failure of an employee to wear required protective clothing or safety gear shall cause for disciplinary action. Supervisors will be responsible for making sure that employees under their supervision and sight comply with this requirement.

ARTICLE XXIX

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 Employer shall reimburse employees for completion of education classes up to \$1000 per year, provided the school and class are approved in advance by the Department Head and the City Manager. The class must be pertinent to the job and at least a "C" grade achieved.

Employees who are required to attend courses, seminars or other educational programs in order to maintain certification and/or license are required to notify the department head in writing thirty (30) days in advance of

taking the course which will result in their absence from work.

ARTICLE XXX

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

In the event a permanent employee, physically capable, reports to this place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for a full day at the rate to which he would be entitled for his shift.

Section 6

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 as long as such engagement or contracting out does not result in the layoff of a bargaining unit employee as defined in this Agreement.

Section 7

[Reserved]

Section 8

The Employer may require, at its expense, a physical examination of any employee by the City Physician or other doctor or an evaluation by a qualified mental health professional. The Employee agree to submit to such an examination, if the employer gives the employee forty-eight (48) hours notice of said exam. Second opinion, if requested, will be by a mutually agreed upon professional. Mutually agreed shall mean agreed upon by committee of three- department head/management, employee and Human Relations Director.

Section 9

The parties have agreed with respect to the implementation of a procedure for the institution of disciplinary proceedings and reports by supervisors and foremen.

Section 10

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 11

The Employer shall pay for the annual mandatory license fee required for the Assistant City Electrician.

Section 12 - Eyeglass Fund

In each fiscal year the amount of \$300.00 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.

Section 13- Drug and Alcohol Testing

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.

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 14- City Policies

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

Section 15- License reimbursements:

For those employees of this unit who are required to have a Commercial Driver's License and/or Hydraulic License as a condition of employment, shall be reimbursed for the renewal fees associated with said licenses.

Section 16

Unit members shall be allowed a fifteen (15) minute wash-up period at the end of their shift.

Section 17

The Pollard Memorial Library shall be closed whenever City Hall is closed for any reason as determined by the City Manager.

ARTICLE XXXI

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, 2021.

Section 2 - Termination

This Agreement will remain in effect until Midnight on _____. 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 be considered to have been automatically renewed for another one (1) calendar year.

Section 4 - Changes

Should either party to this Agreement wish to inaugurate collective bargaining discussions 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 this Agreement prior to the 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

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

Section 6- Tentative Agreement Language

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 mutual consent of the parties.

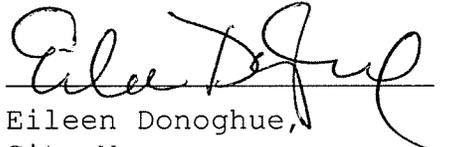
Section 7- Consolidated Contract:

This contract faithfully represents the efforts of all previous collected bargaining agreements and any and all 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 contract will continue in effect until such time as new contract has been agreed upon.

Dated: March 31, 2022

CITY OF LOWELL


Eileen Donoghue,
City Manager

MERRIMACK VALLEY EMPLOYEES
ASSOCIATION WASTEWATER
UNIT C


Brian W. Leahey
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: UNIT C**

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

The City of Lowell ("City") and the Merrimack Valley Employees Association, Unit C ("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. Hours of Work – Work Week: Amend Article XI, §1 as follows: The regular hours of work each day shall be consecutive, except for interruptions for lunch periods, or as mutually agreed between the Department Head and the employee.

5. Hours of Work – Work Week: Amend Article XI, §2, paragraphs 4 and 5 as follows:

The work week for the positions of Coordinator of Community Planning, Coordinator of Automation and Technical Services, Coordinator of Youth Services, and Librarian I in the library shall consist of five (5) consecutive seven (7) working hour days, except for the period

of September 1st through June 30th, in which one week per month shall consist of Monday through Thursday, and Saturday unless mutually agreed upon by the staff member and Department Head.

The work schedule for Library personnel shall be 9:00am – 5:00pm with a one (1) hour for lunch during the week (Monday to Friday) and shall work Saturday from 9:00am – 5:00pm with a one (1) hour for lunch. This is on a rotating basis. The parties agree that the Librarian I work schedule shall include one evening per week and Coordinators will be assigned as needed.

6. **Funeral Leave:** Amend Article XVIII, paragraph 4, as follows: In the case of the death of a brother or sister of an employee's spouse, one (1) day leave of absence, with pay, shall be allowed if requested, and it shall not be charged against his/her sick leave benefits. The leave of absence referred to within shall not apply if such death or funeral occurs while the employee is receiving Worker's Compensation under the statutes applicable to the City of Lowell.
7. **Personal Leave:** Amend Article XIX, paragraph 3 as follows: Employees requesting a day off under the above provisions shall make the request in writing to the Department Head at least five (5) days ahead. In an emergency situation the five (5) day request can be waived by the Department Head or their designee.
8. **Wages and Pay Classification:** Amend Article XXIV, §2, paragraph 2 as follows: Said incentive pay will be added to the annual salaries of Library employees and paid on a biweekly basis.
9. **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.
10. **On-Call Stipend:** Add the following new section to Article XXIV:

Section 8: On-Call Stipend

Supervisors who are required to carry an on-call phone in order to answer calls after normal business hours shall receive a \$100 stipend per week they are required to carry, and actually receive and answer a call on, said on-call phone. Provided, however, any instances of a Supervisor not answering said on-call phone may result in said Supervisor forfeiting the \$100 stipend, subject to the discretion of the City Manager, or their designee.

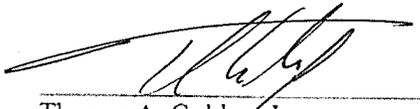
11. **Recognition:** The City and Union agree to collaborate to update the titles of positions listed in Article I, §2 of the Collective Bargaining Agreement.
12. **Contract Provisions**
 - a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive, integrated Collective 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

MVEA, Unit C

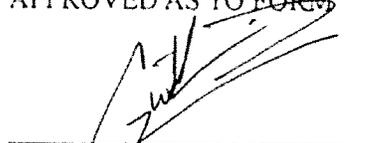


Thomas A. Golden, Jr.
City Manager



Matthew Sheehan
President

APPROVED AS TO FORM



Corey E. 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 Unit "C" 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 Unit "C" 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 Unit "C", 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 Unit "C" Memorandum of Understanding; and

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

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

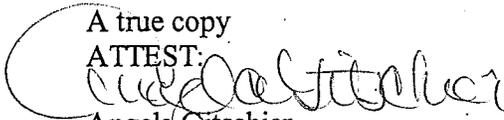
That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and MVEA Unit "C" covering the period July 1, 2024 through June 30, 2027, the terms of which are outlined in the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

VoteContractsCollectiveBargainintUnitC