

AGREEMENT
BETWEEN
CITY OF LOWELL
(THE "CITY")

AND

MERRIMACK VALLEY EMPLOYEES ASSOCIATION
DIVISION HEADS, ETC. (UNIT "D")
(THE "UNION")

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("THE CITY")

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DIVISION HEADS, ETC. (UNIT "D")
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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. New hire employees of more than ninety (90) calendar days are included in the term "employee" hereunder. 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 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-2319, dated September 27, 1979 and CAS-2328, dated December 5, 1979.

The Bargaining Unit (Unit "D") shall also as of the following dates, and retroactive thereto, include the following positions:

<u>POSITION</u>	<u>DATE OF INCLUSION IN UNIT "D"</u>
Deputy Commissioner L&B	January 1, 1982
Deputy Commissioner Streets	January 1, 1982
Deputy Purchasing Agent	January 1, 1982
Assistant City Treasurer	January 1, 1982
Building Manager	July 1, 1984
Administrative Asst. to Board of Assessors	February 13, 1985
Asst. Director/Asst. Head Librarian	August 5, 1985
Supervisor of Paint Shop	July 1, 1987
Superintendent of Parks & Open Space	August 30, 1987
Recreation Planning Director	August 30, 1987
Supervisor of Sanitary Code Inspectors	January 1, 1988
Laboratory Director	July 1, 1994
Assistant City Auditor	July 1, 1994
1 st Assistant Assessor	July 1, 1994
Administrative Assistant- Personnel	September 1, 1995
Chief Filter Operator	July 1, 1993

Senior Bldg. Inspector	November 16, 1998
Office Manager-Public Wks.	July 1, 1999
Office Manager-Election	July 1, 1999
Administrative Assistant-Finance Assessors	January 1, 1997
Cemetery Administrator	
Administrative Assistant-Fire Assistant Collector	July 1, 2002

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.

There shall be a ninety (90) working day probationary period of Union membership upon hire.

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.

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 form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made 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. Payment of the agency service fee shall commence after ninety (90) days following commencement of employment. These payroll deductions are under the authority granted by Massachusetts General Laws, Chapter 180, Sections 17A and 17G, as amended.

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.

Section 2 -Form of Authorization for Payroll Deduction of Union Dues or Agency Fee:

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
Last Name First Name Middle Name

TO: _____
Employer Department

Effective _____, I hereby request and authorize you to deduct from my earnings each _____, the amount of \$_____. This amount shall be paid to the Treasurer of the Local Union _____ 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

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, 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.

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.

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.

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.

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.

Section 2 - Written Submission of Grievance

Written submissions of grievances covered by the preceding steps shall be in not less than triplicate, on forms, a sample of which is hereto annexed and marked "A", 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 with Union representatives and/or 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) 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, 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 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.

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.

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

Except herein otherwise provided, effective January 3, 1994 the work week for employees in the following positions in this Unit shall consist of five (5) consecutive days: Monday through Friday, inclusive. The hours will be 9:00 am to 5:00 pm Monday, Wednesday and Thursday, 9:00 am to 8:00 pm Tuesday, and 8:00 am to 12:00 pm Friday. The positions requiring a forty (40) hour work week are as follows: City Electrician/Wire Inspector, Supervisor/Working Foreman Police Sign Shop; Building Manager; Deputy Commissioner, Land & Buildings; Deputy Commissioner/Streets; Claims Investigator & Agent; Supt. of Parks & Open Space and Senior Building Inspector.

It is understood that the following positions at the Water Utility which have been on a forty (40) hour work week, shall continue on such: Chief Filter Operator.

The hours of the work week for the following listed positions will be increased effective January 1, 1994, from thirty-five (35) hours per week to forty (40) hours or thirty-seven and one-half (37.5) hours per week, as shown, the basic salary of said positions shall be increased to reflect the added work hours.

<u>POSITION</u>	<u>PRESENT HOURS</u>	<u>NEW WEEKLY WORK HOURS</u> <u>EFFECTIVE JAN. 1, 1994</u>
City Electrician	35	40
Supervisor/Working Foreman Police Sign	35	40
Building Manager	35	40
Deputy Commissioner, Lands & Bldgs.	35	40
Deputy Commissioner, Streets	35	40
Worker's Comp. Agent	35	40
Supt. Of Parks & Open Space	35	40

It is understood that the following position at the Water Utility has been forty (40) hour work weeks and shall continue as such: Laboratory Director. The salaries of said position is not impacted by continuing the forty (40) hour work week.

All other employees and positions covered by this Agreement, unless otherwise noted, shall be increased from a thirty-five (35) hour work week to a thirty-seven and one-half (37.5) hour work week. Said positions are defined as follows: Administrative Assistant-Board of Assessors; Assistant City Auditor; Assistant Library Director; Deputy Purchasing Director; Assistant City Treasurer.

The positions of 1st Assistant Assessor and Contract Administrator/Administrative Assistant shall continue to work thirty-five (35) hours per week and follow the same work week as they had prior to their inclusion in this Unit.

The position of Administrative Assistant/Personnel and the person so employed in said position, shall continue to work

thirty-five (35) hours per week and follow the same work week and work conditions prior to the inclusion into this Unit.

The position of Office Manager in Election shall work thirty-five hours per week.

The City will post notice of changes in hourly work days thirty (30) days in advance for all departments. Shifts will be changed no more than two times per year and no more than one hour in either the start or ending time. Where practicable, the City agrees to meet with the Union thirty (30) days prior to posting any changes in the hourly and/or weekly work shifts. Nothing in this provision shall diminish the City's management rights to change hours of work. This shall not change the terms of the City Hall hours agreement signed March 29, 2017.

The Senior Building Inspector and Senior Code Inspector will work forty hours per week and salary shall be changed to reflect the change in number of hours worked. These individuals will attend sub-committee and/or neighborhood meetings as deemed necessary by the department head. Such additional hours, beyond the forty, will be compensated at compensatory time at one and one-half hours compensatory time for one hour of work, accumulative to no more than forty hours. Compensatory time taken off shall be requested by the employee and with the prior approval of the department head.

The position of Cemetery Administrator and Recreation Planner shall work forty hours per week.

The position of Office Manager in Public Works shall work forty hours per week. Pay shall be adjusted by multiplying the added hours by the hourly wages, effective July 1, 2002.

Section 3:

City Hall and the offices of the City Clerk, City Treasurer and Parking, and Assessor's Departments shall be open every Tuesday

until 8:00 p.m. and every Friday until 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 4: 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.

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

The position of City Electrician/Wire Inspector and Deputy Commissioner Lands & Buildings and the position of Chief Code Enforcement Inspector/Assistant Building Commissioner Department of Code and Inspection shall be entitled to overtime compensation for overtime worked effective upon the execution hereof.

Overtime, except in emergencies, shall be authorized by the office of the City Manager. Routine overtime shall be authorized by the Office of the City Manager or his authorized representative.

Overtime worked shall be monitored by the Employer to insure that such overtime is justified and not excessive.

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.

For purposes of counting working hours in any week for computing overtime, the first three (3) days of sick leave absences per calendar year shall count as time worked, but any additional sick leave absences thereafter shall not count as time worked, except in instances of nonscheduled and/or emergency overtime. The above does not relate to a regularly scheduled normal vacation weeks' time.

In addition to their regular overtime pay during a snow emergency, unit members shall receive a three dollar (\$3.00) per

hour stipend for all hours worked. This shall only apply to those members actually engaged in snow removal 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 each division, and in no event more than twelve (12) 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 minimum - not more than one Executive Board member in attendance -personnel.

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.

The Employer shall purchase such a meal whenever it is feasible because of the problem of restaurants not being open at late hours during snow emergencies.

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. Holiday pay does not include shift differential. MVEA Unit D 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 that event, such employees shall be entitled to a floating personal day.

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. Employee's on 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 day's vacation, with pay.

Any employee eligible for overtime pay 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 work week 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 holiday pay at straight time 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 days pay. If an employee who is eligible for overtime pay works on a regular workday, he/she shall be paid time and one-half for such day and one additional days pay at straight time. Should the employer choose not to close the City Departments on the Friday preceding a Saturday holiday, the provisions of Article XV (Holidays) in effect on June 30, 1999, shall remain in full force and effect.

ARTICLE XVI
VACATIONS

Section 1:

Every person 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 person 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.

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.

Section 2:

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.

Section 3:

Any employee covered by this Agreement who has worked for the Employer for fifteen (15) years or more shall be granted an annual vacation of five (5) weeks without loss of pay.

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

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) day
Twenty (20) years	Six (6) weeks

Section 4:

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

Notwithstanding the above paragraph, employees with annual vacation entitlement of four (4) or five (5) weeks may carry over three (3) weeks non-cumulative into the following calendar year.

Section 5:

Employees within the bargaining unit, who have carried over the maximum unused vacation time from the previous year, and who are entitled to more than three (3) weeks' vacation, and who have used at least three (3) weeks' vacation during the present year, and who will lose vacation time because their job responsibilities will not permit use of all available vacation, shall be paid for unused vacation time which would otherwise be lost at the end of the calendar year.

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 each year.

Section 2:

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

Section 3:

Sick leave may be accumulated from year to year. Effective November 12, 1989, the maximum accumulation shall be increased to two hundred sixty (260) working days, except that the maximum accumulation shall remain at two hundred thirty (230) working days for the purpose of payments under Section 2 of this Article. Effective January 1, 1994, the sick leave 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.

Section 4:

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

Section 5:

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 such 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 against sick leave.

Section 6 - Upon Death or Retirement

Upon death or retirement of an employee, the Employer shall pay forty percent (40%) for unused accumulated sick leave up to a maximum of \$20,000 of an employee's regular basic salary (without shift differentials, etc.). 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. This Section 2 shall apply only to death or retirement of an employee on or after July 1, 1986. The maximum accumulated sick leave for purposes of any buy back shall remain at two hundred sixty (260) days.

Section 7 - Family Leave

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

Section 8:

Effective for Fiscal Year 2001, at an employee's option, he/she, after accumulation of seventy-five (75) days, may sell back to the City up to five days per year, provided they have not used more than five days in the previous fiscal year and have increased their accumulation by at least five days. 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 "D" shall no longer be eligible for a buy back of a percentage of their accumulated sick leave. Moreover, new members of MVEA Unit "D" 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 "D".

Current members agree to freeze their sick leave amounts as of January 1, 2014. Pursuant to the "freeze", members shall be eligible to buy back 10 days, in addition to the current 5 day buy back allowance. To be eligible a member must have 75 sick days. The buyback of 10 additional days will be capped at \$20,000.00. Once the cap is reached, the member will no longer be entitled to the additional 10 day buy back, nor will the member be entitled to any further sick leave buy back upon retirement or death. This provision shall not prevent the member from continuing to accumulate sick leave.

ARTICLE XVIII
FUNERAL LEAVE

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

In the case of the death of a member of the immediate family of the employee, as that term is hereinafter defined, three (3) days leave with pay shall be granted to such employee and shall not be charged against his/her sick leave or vacation benefits. In the case of the death of a member of the extended family of the employee, as that term is hereinafter defined, 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 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 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 include: spouse, mother, father, brother, sister, child, mother-in-law, and father-in law and grandparents and grandchild. Extended family of the employee includes: aunt, uncle, niece, and nephew.

In case of death of brother/sister of an employee's husband or wife, one day leave with pay shall be granted (no charged against sick leave).

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

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 nonscheduled and/or emergency overtime, and shall not be accumulated.

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 work day prior to the commencement of jury duty.

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

ARTICLE XXI
HEALTH AND INSURANCE PLAN

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

Bargaining unit employees with ten (10) years of service, who are granted a paid leave of absence for three (3) months or less shall have continuity of benefits during such absence.

The City will offer in the future a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO) or other managed care 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 an offering.

ARTICLE XXII
WAGES AND PAY CLASSIFICATION

Section 1 - Wages

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

Section 2:

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 5 to step 6, 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.

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.

The Chief Wire Inspector shall receive a Ten Thousand (\$10,000) dollar stipend. It is agreed that the City Electrician will also serve under an appointment as the Chief Wire Inspector and be compensated at the stipend set forth.

Section 3:

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.

ARTICLE XXIII
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 by IRS Regulations (currently \$.4050 per mile for 2005). 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.

Senior Health Inspector, Senior Building Inspector, and Assistant Assessors who are requested to use and who do actually use his/her own motor vehicle in the performance of his/her duties and who are authorized to do so by the Department Head or person of higher authority, shall be reimbursed for such use at a rate of \$400.00 per month.

Employees who are paid a flat monthly allowance shall 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.

The City and Union will continue discussion regarding incorporating the value of the motor vehicle provided to the City Electrician into his base salary for future retirement benefits.

Any Unit D employee designated as "on-call" must be able to respond to service calls within thirty (30) minutes in order to take home a city service vehicle.

ARTICLE XXIV
LONGEVITY ELIMINATION

Longevity, as such, shall no longer be paid to any employee. Any amounts currently paid as longevity shall be incorporated into an employee's base salary and used for all calculations, effected July 1, 1994. Regardless of previous longevity payment date all longevity will be merged into base pay as of July 1, 1994.

ARTICLE XXV
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 the 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:

The Employer may require, at its expense, a physical examination of any employee by the City Physician or other doctor. The Employees agree to submit to such an examination, if the employer provides the employee 48 hours' notice of said examination. Second opinion, if requested, will be by mutually agreed upon professional. Mutually agreed shall mean by a committee of three composed of the department head/management, employee, and the Human Relations Manager.

Section 8:

The parties have agreed with respect to the implementation of a procedure for the institution of disciplinary proceedings and reports by supervisors and foremen. Division heads will be responsible for making sure that supervisors enforce compliance with the requirement that employees under their supervision and sight wear protective clothing or safety gear.

Section 9: Eyeglass Fund

In each fiscal year the amount of \$300 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 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 City shall reimburse the employees in this unit for up to One Thousand (\$1000) dollars for the cost, including registration fees, tuition fees, book and supplies for any completed education 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.

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.

Section 12:

Library employees in this Unit, who have attained a Master's Degree in Library Science from an accredited college, shall have the amount of two-thousand Dollars (\$2000) dollars added to their annual salary 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 thereof.

Section 13:

All Unit employees who drive a city vehicle whether or not they possess a Commercial Driver's License, shall follow and comply with the Drug and Alcohol testing policies and procedures now in place which comply with the Department of Transportation (DOT) regulations.

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:

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 Employer agrees to reimburse employees employed in the positions of: Building Manager, Supervisor of the Paint Shop, Sr. Building Inspector, Deputy Commissioners of Lands & Buildings, and Streets, City Electrician, Cemetery Administrator, Sr. Health Inspector, Supt. Of Parks, and Assistant Assessors, one hundred percent for the cost of purchasing one pair of safety work boots up to a maximum of \$175.00 per employee per year and shall be worn by Employees while on the job. Inspectors and assessors shall wear City issued shirts and/or jackets with the City seal while out on the road and on site for inspections and assessments. These shall be paid for by the City.

The City and Union will continue discussion regarding Unit employees impacted by snowstorm emergencies.

Section 16:

The Pollard Memorial Library shall be closed whenever City Hall is closed for inclement weather.

Section 17:

Military leave shall be governed by G.L. c. 33, § 59, as amended.

ARTICLE XXVI
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 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:

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 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.

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 by mutual consent of the parties.

Section 7: Consolidated Contract:

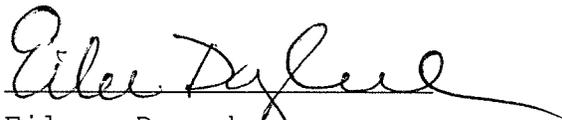
This contract faithfully represents the efforts of all previous collected bargaining agreements and any and all subsequently negotiated amendments and memorandums of agreements up to and including the memorandum of agreement executed on October 12, 2021. As such, this contract will be the sole

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

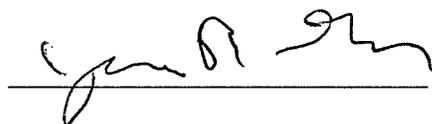


Eileen Donoghue,
City Manager

MERRIMACK VALLEY EMPLOYEES
ASSOCIATION WASTEWATER
UNIT D



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 D**

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

The City of Lowell ("City") and the Merrimack Valley Employees Association, Unit D ("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. Car Allowance: Amend Article XXIII, §1, paragraph 2 as follows: Bargaining unit employees who are requested to use and who do actually use his/her own motor vehicle in the performance of his/her duties and who are authorized to do so by the Department Head or person of higher authority, shall be reimbursed for such use at a rate of \$550.00 per month.

5. Boot Allowance: Amend Article XXV, §15 as follows: The Employer agrees to reimburse employees employed in the positions of: Building Manager; Supervisor of the Paint Shop; Sr Building Inspector; Deputy Commissioners of Lands & Buildings, and Streets; City Electrician; Cemetery Administrator; Sr. Health Inspector; Supt. of Parks; and Assistant

Assessors one hundred percent for the cost of purchasing one pair of safety work boots up to a maximum of \$250.00 per employee per year and shall be worn by Employees while on the job. Inspectors and assessors shall wear City issued shirts and/or jackets with the City seal while out on the road and on site for inspections and assessments. These shall be paid for by the City.

6. **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.
7. **Uniforms:** Professional shorts shall be considered acceptable workwear during the summer months.
8. **Hours of Work – Work Week:** The parties agree that any bargaining unit employees in the position of Senior Building Inspector or Senior Health Inspector that work 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 they shall work a shift from 8:00am – 8:00pm with a thirty (30) minute paid lunch period. On Friday, they 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.
9. **Contract Provisions**
 - a. All provisions of this Memorandum of Understanding shall be incorporated into a comprehensive, integrated Collective Bargaining Agreement, which shall contain all provisions of prior contracts and amendments thereto, except as such are changed by this Memorandum of Understanding.
 - b. Except as modified herein, all provisions of the present, existing Collective Bargaining Agreement integrated contract remain in full force and effect.

Witness our hands and seals this 20 day of June, 2024.

CITY OF LOWELL



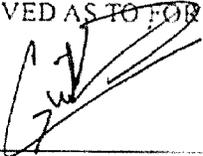
Thomas A. Golden, Jr.
City Manager

MVEA, Unit D



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 Unit "D" 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 "D" 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 "D", 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 "D" 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:

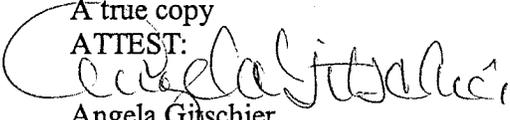
That the City Council of the City of Lowell hereby ratifies and approves the execution by the City Manager of the City of Lowell of the Memorandum of Understanding between the City of Lowell and MVEA Unit "D" covering the period July 1, 2024 through June 30, 2027, the terms of which are outlined in the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